



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EAST BAY MUNICIPAL UTILITY DISTRICT**

**AND**

**Local 444**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO**

**April 26, 2021 – April 20, 2025**

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter referred to as Memorandum) entered into by East Bay Municipal Utility District (hereinafter referred to as the District) and Local 444, American Federation of State, County and Municipal Employees, AFL - CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The provisions of this Memorandum supersede all previous Memoranda of Understanding between the parties. Where provisions of this Memorandum make necessary the adoption, amendment or revision of Civil Service Rules and/or Policy & Procedure Statements because of specific conflict or absence of coverage, such provisions shall be presented to the District's Board of Directors in accordance with Section 31.3.

## **ARTICLE 1. RECOGNITION**

### **1.1. Majority Representation.**

1.1.1. The District recognizes the Union as the majority representative of all permanent, probationary, limited term (LT), temporary construction (TC), job shares, intermittent and part-time employees (except Worker Trainees) within the class titles of the formally recognized units as enumerated in Appendix A, "Units/Class Titles/Salary Ranges", which are attached hereto and made a part hereof.

1.1.2. The District shall furnish the Union with the name, classification and department number of each new employee hired for or separated from, a permanent, limited term, temporary construction or part-time position within the foregoing units on a monthly basis, and shall notify each said new employee of the District's recognition of the Union as the majority representative in said units.

### **1.2. Representation of Employees in Limited Term and Temporary Construction Appointments.**

1.2.1. The following applies to employees in LT and TC appointments in classifications represented by Local 444.

1.2.1.1. Employees who have civil service status in a District classification and who are promoted or transferred continue to retain rights to a position in their former civil service classification when the "LT" or "TC" position is completed.

1.2.1.2. The District has the obligation to assign such employee back to a position in their former civil service classification. Ending LT or TC appointments shall not be grievable.

1.2.1.3. No "LT" employee shall serve in that category for more than four (4) years.

1.2.1.4. LT/TC employees with civil service status will retain the benefits they were receiving at the time of acceptance of the LT/TC appointment. LT/TC employees without civil service status will be provided all District benefits except retirement.

1.2.1.5. The District shall give reasonable notice of available "LT" or "TC" positions to be filled and shall, where qualifications are reasonably equal, give preference to District employees when filling such positions.

1.2.1.6. An employee who promotes or transfers to an "LT" or "TC" position shall, while in a "TC" or "LT" position, receive continuous service credit for purposes of this Contract, Article 6, Salaries, Article 12, Reduction in Force, and Article 15, Vacations.

1.2.1.7. LT and TC employees are subject to all contract provisions unless specifically restricted.

## **ARTICLE 2. UNION DUES/OPTIONAL POLITICAL CONTRIBUTION DEDUCTIONS**

**2.1. Eligibility.** All permanent, probationary, limited-term, temporary construction, less than full-time (intermittent) and part-time employees in the classifications listed in Appendix "A" may become members of the Union, for as long as AFSCME Local 444 remains the exclusive representative of the bargaining units listed in Appendix A.

### **2.2. Compliance.**

2.2.1. The District shall provide contact information in writing, regarding persons newly hired by the District into a Local 444 represented classification, to the designated AFSCME Local 444 Union Official within seven (7) workdays of the employee's official hire date.

### **2.3. Union Dues Deduction Check-off.**

2.3.1. Upon certification by AFSCME Local 444, the District will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the President of AFSCME Local 444, in writing.

2.3.2. The dues deductions for employee shall be made from the earnings of employees on the first payday of each calendar month following AFSCME Local 444's notification to the District of the dues deduction authorization. Requests to begin or revoke dues that are received with less than seven (7) calendar days prior to the first payday of each month will be processed the following month. The effective date of any revocation to an existing authorization will be effective on the first pay day of the next calendar month following AFSCME Local 444's written notice of revocation no less than seven (7) calendar days prior to the first payday of the month.

2.3.3. All sums deducted by the District shall be remitted to the Union at an address given to the District by the Union, once each month by the fifteenth (15th) calendar day following the payday



on which the deductions were made, together with a list of names, mailing addresses, work phone, work cell number, personal cell phone, personal email, and the amount deducted for each employee for whom a deduction was made.

2.3.4. The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and hold the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article. The Union agrees to refund to the District any amounts paid to it in error.

2.3.5. The District shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix "A" of this Contract. The list will include temporary construction (TC) and limited term (LT) employees who have civil service status in the bargaining unit and part-time employees in classifications represented by the bargaining unit. The list shall include the employee's name, employee ID, address, home phone number, work phone, work cell number, personal cell phone, personal email, date union deductions began, date of hire, mail stop, job code, job title, salary, current deduction amount, job status and any other information required by law. The District shall furnish a list of all newly hired employees and change in status or representation of employees to the AFSCME Local 444's President and the AFSCME Council 57 office each pay period.

2.3.6. Political Payroll Deduction. Any worker may sign and deliver to the AFSCME Local 444 an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The District agrees to remit monthly to AFSCME Council 57, all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time.

2.3.7 Stewards selected and certified in writing to the District by the Union shall be permitted to meet with new employees hired into their assigned areas within the first fourteen calendar days from start date. The steward and new employee shall have thirty (30) minutes to review union materials and discuss employee rights and obligations under this Agreement, without loss of time or pay provided that this is scheduled and done in a manner consistent with District operational requirements and the steward and new employee is first excused by their supervisor. Permission to perform this function shall not be unreasonably denied.

## **ARTICLE 3. DISTRICT RIGHTS**

### **3.1. Definition of Rights.**

3.1.1. 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 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; 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.

3.1.2. District and Union mutually intend and agree that District may unilaterally exercise any and all rights reserved by this Article without further meeting and conferring with the Union. It is further mutually agreed that Union and District have met and conferred on all matters reserved to District by this Article and Union does expressly waive any and all rights to further meet and confer on such issues, or any of them, during the period of this Memorandum. Any dispute concerning the interpretation or application of District's rights shall be deemed a grievance and must be processed under Article 22.

3.1.3. The District agrees to apply the rights reserved by this Article in a prudent and reasonable manner; furthermore, the District shall consider the impact that the application of these rights may have on the work force, before applying these rights. The District agrees to make reasonable efforts to mitigate any significant impacts arising out of the application of any and all rights reserved by this Article.

#### **ARTICLE 4. NO DISCRIMINATION/HARASSMENT**

##### **4.1. No Discrimination.**

4.1.1. There shall be no discrimination of any kind by the Union or the District against any employee, to the extent the applicable law prohibits such discrimination, harassment, or disparate treatment, because of race, religious creed, color, age, marital status, national origin, ancestry, sex, sexual orientation, political affiliation, physical or mental disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic).

4.1.2. To the extent applicable law prohibits, there shall be no discrimination or harassment because of lawful Union activity, Union membership, or non-membership.

##### **4.2. Harassment, Disparate Treatment and Inappropriate Behavior.**

4.2.1. In addition to behavior which violates Section 4.1 above, the following behavior will not be permitted, tolerated, or condoned:

- a) Dishonesty, including providing false information to District management about the performance of an employee or circulation of private personnel files;
- b) Abusive, threatening, or intimidating behavior, gestures or language;
- c) Physical threats or physical striking of an employee;

- d) Repeated threats of discipline without counseling, warning, investigation, or a progressive disciplinary approach, including untimely discipline;
- e) Inequitable treatment regarding the application of District policies, District rules, this Contract, or those items listed in 4.1. above;
- f) Disrespect toward each other regardless of position, status, or job responsibilities. Infractions of this policy are subject to the Grievance Procedure.

#### **4.3. Accommodation for Disabled Employees.**

The Union understands that the District has a lawful obligation under federal and state law to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis, and will not be precedential, or constitute a past practice for anyone other than qualified individuals with disabilities.

### **ARTICLE 5. UNION ACTIVITIES**

#### **5.1. Union Stewards.**

5.1.1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The Union may select one steward for each thirty-five (35) filled positions or major fractions thereof for those classifications represented by the Union. The names of employees so selected and the areas to which they are assigned shall be certified in writing to the District by the Union. In the absence of the steward, an alternate may be appointed by the Union President. Stewards, during the regular working hours, shall be permitted to investigate, prepare, and present grievances to the District without loss of time or pay, provided that this is done in a manner consistent with District operating requirements, and the steward is first excused by his/her District supervisor. Permission to perform steward functions shall not be unreasonably denied.

5.1.2. If it becomes necessary during the course of their investigation for a steward to contact an employee in another department or division, the steward shall state to and notify the supervisor of that department or division the purpose of their investigation. When the investigation is completed, the steward shall promptly report back to their supervisor.

5.1.3. The District shall keep a record of time spent by stewards in the processing of grievances, and shall review this record periodically with officials of the Union. In order to have time approved to investigate a grievance, stewards shall complete the Grievance Investigation Request form and submit it to their immediate supervisor, prior to the start of the investigation. It is agreed that in the event any abuse is found to exist, the Union officials will cooperate with the District in taking such steps as are necessary to correct such abuse.

#### **5.2. District Board Meetings.**

5.2.1. Consistent with District operating requirements, the Union may designate two (2)

employee representatives to attend each District Board meeting and workshop (which meeting is otherwise open to the public), including the Retirement Board meeting, without loss of time or pay.

5.2.2. Authorization to attend such Board meetings must be obtained from the Manager of Employee Relations no later than twenty-four (24) hours prior to the time of such meetings.

5.2.3. In addition, the Union may designate two (2) employees to serve on the combined 401K and 457 Deferred Compensation Committee without loss of time or pay.

**5.3. Election Observers.** Consistent with District operating requirements, one (1) Union election observer shall be paid during regular work hours for attendance at each election balloting location to observe all election procedures which involve representation, modification or decertification of the Union.

**5.4. District Vehicle Use.** Union representatives are prohibited from using District vehicles other than sedans and pick-up trucks to attend District meetings. If Union representatives are driving District vehicles other than sedans and pick-ups at the time they are requested to attend meetings, the District will arrange for transportation or for a sedan or pick-up to be available for them.

**5.5. Communication with Employees.** The Union shall have designated for official Union business a specific portion of District Bulletin Boards with space adequate for the posting of 4 sheets of paper (8.5 inches by 11 inches), or a contiguous area approximately 17 inches wide by 22 inches long. Items placed in the Union section of the District bulletin boards shall be signed by an officer of the Union and shall not contain salacious or inflammatory material that is derogatory towards the District, its employees, or its policies. The Union may distribute materials to employees within the classifications it represents through District mail distribution channels, with all such mailings subject to the prior approval of the Manager of Employee Relations. The District will provide cell phones and laptop computers to the President and Chief Steward of the Union. These provisions may be revoked in the event of abuse after the Manager of Employee Relations consults with representatives of the Union.

**5.6. Visits by Union Representatives.** The District agrees that accredited non-employee representatives of the Union, whether local, district council, or international representatives, shall have access to District premises for the purpose of meeting with Union officials when investigating grievances or determining compliance with this Memorandum. Arrangements for visits to District premises for these purposes shall be made through the Manager of Employee Relations. Employee meetings with non-employee Union representatives shall not be paid for by the District.

**5.7. Limitation on Union Activities.** Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaigns for office, distribution of literature or conducting of membership drives, shall not be conducted during working hours, in District work areas, or on District property without prior approval of the Manager of Employee Relations. The election of stewards on nonworking time may be

conducted at work sites when it does not interfere with the operations of the District. Prior notice of two (2) workdays shall be given to the work unit supervisor.

### **5.8. Union Business.**

5.8.1. Employees elected to any Union office or selected by the Union to do work that takes them from their employment with the District shall, at the written request of the Union, be granted leave for up to six (6) months, provided that the work of the operation concerned will not be unduly impaired by such absence. While such employees are on Union Business Leave, they will remain on the District payroll.

5.8.2. The Union will reimburse the District for the employees' wages and benefits while the employees are on Union Business Leave. If Union reimbursement is not received within forty-five (45) calendar days of District billing, the employees' status for that time will be changed to Union Business Leave Without Pay and the appropriate amount will be deducted from their next paycheck.

5.8.3. It is understood the intent of this section is to permit employees to continue to accrue sick leave, vacation, and retirement system credits while on Union Business Leave With Pay.

5.8.4. Notification. Requests for Union Business Leave shall be submitted in writing from the Union President to the Manager of Employee Relations a minimum of three (3) workdays before the effective date of the leave. The Manager of Employee Relations may waive these notification requirements at her/his discretion.

5.8.5. Minimum Duration. Union Business Leaves must normally be for a minimum of one (1) hour.

5.8.6. Unpaid Leave Requirements. Union Business Leaves Without Pay shall be subject to the provisions of Section 17.1 of this Memorandum.

### **5.9. Orientation.**

Pursuant to California Government Code Section 3555, et seq., the District and the Union mutually agree and intend the Union shall have access to the District's new employee orientation as follows:

As part of the District's new employee orientation program, the Union shall have thirty (30) minutes prior to the start of the new employee orientation program to provide information and answer questions to new employees who are in classifications covered by this Memorandum of Understanding.

Access to the new employee orientation program, as described herein, shall remain in effect and shall control for the duration of this MOU pursuant to Cal. Govt. Code Section 3557(g).

**5.10. Labor Management Committee**

5.10.1. Scope of the Committee. The scope of the Labor Management Committee (LMC) is to discuss concerns of the Union related to working conditions with Management, and for Management to present potential issues or actions affecting the Union or its represented classifications (e.g., training, classification concerns, jobsite reporting) except for matters related to contracting out or other issues properly addressed in a different forum. The LMC is an informal venue for discussion and does not constitute a per se meet and confer, but should agreements arise, they shall be in writing.

5.10.2 The meeting shall occur monthly and have an agenda created by the parties.

5.10.3 The meeting agenda shall include classification, vacancy and recruitment concerns (place holder at monthly meetings) and insurance concerns (semi-annually in January and July).

**ARTICLE 6. SALARY AND WAGE SCHEDULE**

**6.1. Wages.**

6.1.1. First Year Increases. Effective April 26, 2021, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by 4.0%.

Equity adjustments shall be made to represented classifications as detailed below:

Power Plant Mechanic/Operator	Pay Range 65 effective 4/26/2021
Electrical Technician	Pay Range 67 effective 4/26/2021
Heavy Equipment Operator	See Side Letter

6.1.2. Second Year Increases. Effective April 25, 2022, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by the February 2022 San Francisco/Oakland CPI-W with a minimum increase of 4.5% and a maximum increase of 4.5%, with no reopener.

6.1.3. Third Year Increases. Effective April 24, 2023, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by February 2023 San Francisco/Oakland CPI-W plus 0.50% with a minimum increase of 2.0% and a maximum increase of 6.5%, with no reopener.

6.1.4. Fourth Year Increases. Effective April 22, 2024, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by February 2024 San Francisco/Oakland CPI-W plus 0.50% with a minimum increase of 2.0% and a maximum increase of 6.5%, with no reopener.

**6.2 Pay Period.** Salaries shall be paid biweekly on Friday of the appropriate week. In the event that this day is a holiday, the preceding day shall be the payday.

**6.3 Twenty-year Wage Increment.** Each employee who is employed by the District prior to January 1, 2013 or who is an employee covered by the 1980 Retirement Plan shall be entitled to a salary increment following completion of twenty (20) years' continuous full-time District service. The adjustment for such employees shall be 2.75% (plus or minus no more than one dollar per month) added to the monthly salaries set forth, exclusive of overtime, night shift differential or standby pay. Employees who receive this benefit are not eligible for the benefit listed in Section 6.3.1.

6.3.1 Employees who are covered by the 2013 Retirement Plan shall be entitled to a salary increment of 3.75% (plus or minus no more than one dollar per month) following completion of twenty (20) years' continuous full-time District service. The adjustment shall be added to the monthly salaries set forth, exclusive of overtime, night shift differential, standby pay or merit pay. Employees who receive this benefit are not eligible for the benefit listed in Section 6.3.

**6.4. Work-Out-of-Classification.** When an employee is assigned by a District supervisor to temporarily replace another employee in a higher classification or to perform the full range of duties required for a particular assignment of a higher classification, they shall be paid the lowest step of the higher classification or at least 5% whichever is greater for such work. Assignments to perform the work of a higher classification pursuant to this Section 6.4, will be tracked by hours worked and shall not exceed 480 hours in a payroll year. By use of this Section, the District will not attempt to avoid District Civil Service Rules and the filling of regular full-time positions. The District will make reasonable efforts to distribute work-out-of-class on an equal and rotational basis for qualified employees, beginning with the most senior unit member.

**6.5 New Classifications.** The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a change is made to the description of a class represented by the Union, the District shall notify the Union President, Chief Steward, and Business Agent of such change. In the event a substantial change is made in the description of a class represented by the Union, the District will advise the Union of such change and of the salary for the class. Upon request of the Union, the parties shall meet and confer on the salary for the classification within ten (10) working days prior to presentation to the Board of Directors. Establishment of salary is not subject to the grievance procedure as contained in this Memorandum.

6.5.1 Classification Study Requests. Employees are encouraged to first discuss any concerns regarding the classification of their position with their immediate supervisor. If review of the issues with the supervisor and appropriate department management staff does not resolve the classification concerns, an employee may submit a written request for a study of their position. The District shall determine whether the issue causing the request is clearly one of classification. In conducting this initial review, staff shall discuss the request with the employee, their supervisor, and/or other management personnel in the department. The District will issue a memo to employees with a copy to the union acknowledging the receipt of a written

classification study request within fifteen (15) workdays of receiving the request. If the written request is found to be one in which a classification study is appropriate, the District will also provide a projected timeframe for conducting the study. In the event that the study results in reclassification of the employee and their position to a higher pay level, the effective date of the higher salary would be retroactive to the lesser of six (6) months or the date the employee submitted the formal request.

## **6.6 Payment for Licenses/Certificates.**

6.6.1 The District shall pay all normal and regular fees incurred in the obtaining of any licenses or certificates that are required by the District for the job classification of the employee. It is understood that any late or penalty fees which are not caused by District action shall not be included in normal or regular fees. The District shall pay actual fees for employees who obtain higher level licenses or certificates than required for their class but within their normal class series. Employees shall be granted paid time to take tests for any licenses or certificates required for the employee's current job classification. The District will reimburse actual fees for and provide paid time for California Class A and B driver's tests and licenses.

6.6.2 Employees in the Wastewater Plant Operator I/II and Treatment Plant Specialist classifications who obtain a Wastewater Plant Operator's certificate at a higher level than required for their classification will receive a \$35.00 per month premium. If they receive a second, higher classification certificate, they will receive an additional \$40.00 per month, for a maximum total of \$75.00 per month premium. Employees on unpaid status for two consecutive pay periods due to illness or injury will have their certificate premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury will have their certificate premium payments discontinued effective the first full pay period after their leave begins, and the payments will be resumed once they return to work.

## **6.7 Salary on Promotion.**

The new base shall be either the beginning step of the new class, or the step in the salary schedule in the new class which is at least 5% above the employee's current base salary, whichever is the greater amount, provided that in no instance shall the employee's base rate exceed the maximum salary wage rate established and in effect for the new class.

**6.8 Adjustments for Overpayments/Underpayments.** In the event an employee is erroneously overpaid wages by the District, regardless of fault, written notice (detailing amounts overpaid/underpaid) shall be provided to the employee. Simultaneously, the Union shall be notified that the employee received an overpayment notice from the District. The District shall not commence recovery by payroll deductions until written notification has been given to the employee at least ten (10) working days in advance, which includes all the details of the overpayment. Upon obtaining written authorization from the employee the District shall make the deductions to recoup the overpayments from the employee's regular paycheck. Said deductions shall be in compliance with State law and continue for as many consecutive pay periods as necessary until full payment is recovered.



When the deductions are necessary to recoup underpayments for insurance premiums or recover health and welfare or pension contributions, the District shall not commence recovery by payroll deductions until written notification has been given to the employee at least ten (10) working days in advance, which includes all the details of the underpayment. Simultaneously, the Union shall be notified that the employee received an underpayment notice from the District. The employee shall have the opportunity to respond within ten (10) working days from receipt of notice before any deduction is made. If an employee disputes the underpayment, the District will meet with that employee and his/her chosen representative to resolve the dispute. The District shall recover the underpayment by deducting from the employee's regular paycheck either the full amount of the underpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue said deductions for as many consecutive pay periods as necessary until full payment is recovered. The District shall not need or seek additional written authorization to recoup insurance premiums and/or health and welfare or pension contributions from the employee.

**6.9 Wastewater Plant Operator Vector Truck Premium Pay.** Wastewater Plant Operators who are assigned as the Vector Truck Lead Operator shall be paid a 5% premium on the straight-time hourly rate for the actual time worked as lead operator. A Vector Truck Lead Operator is defined as the individual who is responsible for both driving the Vector truck and operating it and who has been certified through the Wastewater Treatment Division's Vector Truck Training and Certification Program as competent to be a Vector Truck Lead Operator.

## **ARTICLE 7. DAYS AND HOURS OF WORK**

**7.1. Workday.** The workday shall consist of eight (8) consecutive hours of work (exclusive of any unpaid meal period) within a 24-hour period beginning at 12 midnight except where otherwise mutually agreed.

**7.2. Workweek.**

**7.2.1.** The workweek shall consist of five (5) consecutive workdays within a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

**7.2.2.** Notwithstanding Sections 7.1 and 7.2, upon request of an individual employee or a group from the work unit, the District will investigate and may change the beginning and ending work day hours of that employee or the work days and workweeks of employees within any particular work unit provided the work or the operation of the unit concerned will not be unduly impaired by such adjustment. Such adjustment shall not affect the total length of the workweek. All requests for flexible schedules will be examined and considered for implementation by the District. The decision of the District on granting or refusing to grant a change in the beginning and ending work day hours or workweek shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum.

**7.3. Continuous Operations.**

7.3.1. In operations in which there is regularly scheduled employment for 24 hours per day, seven (7) days per week, the hours of work shall consist of eight (8) consecutive hours per workday, and except during scheduled rotation or relief operation, five (5) consecutive days per workweek.

7.3.2. The District shall not schedule work so as to require employees in continuous operations to work three (3) shifts within a forty (40) hour period. In continuous operations, except where such occurs on a regular, recurring basis as part of a rotating shift schedule, employees who are called back to work an eight (8) hour shift after being off their previous shift for eight (8) or fewer hours shall be paid one (1) hour of double back pay at the overtime rate in addition to their pay for such time worked. Seniority will be an important consideration in the assignment of shifts.

7.3.3. Employees in continuous operations who are required to be at work stations for eight (8) consecutive hours shall eat during working hours.

7.3.4. In operations where work schedules are changed, the work schedule shall be posted and changes in schedule shall be posted a minimum of fourteen (14) calendar days in advance of the effective date of change. (Applicable department work rules will be revised in accordance with this provision.)

7.3.5. Relief shift operators shall be notified 48 hours in advance of changes in their work schedules. The advance notice specified above shall not apply in cases of illness or other emergencies.

7.3.6. Employees working in work units designated by the District as requiring continuous operation shall utilize work shifts consisting of three (3), eight-hour shifts in a day. Shift assignments and days off shall be bid annually, based on District seniority. Operators elected as Union President and Chief Steward shall have super seniority for the purpose of bidding for day shift, Monday through Friday, assignments.

#### **7.4. Changes in Days and Hours of Work.**

7.4.1. It is understood that, all other provisions of this Article notwithstanding, the hours of work, workday, and workweek practices in effect on the effective day of this Memorandum may be continued at the option of the District; provided, however, changes in such practices shall be subject to prior consultation with the Union.

7.4.2. Notwithstanding the above, the District may schedule shifts one (1) hour earlier than present. If such shift creates work in two (2) different calendar days, all time will be treated for payroll processing purposes as if it were worked in the calendar day containing the majority of the workday. For example, if the start of the workday is changed from 12:00 midnight to 11:00 p.m., the employee will be paid as if all work commenced at 12:00 midnight. Such treatment of time worked shall have no effect on eligibility for shift differential or other premiums.

7.4.3. Notwithstanding the above, in special circumstances when mandated by CalTrans

or other agency, the District may temporarily change shift starting times to accommodate said agency's concerns, provided that such change shall not be for less than five nor more than one hundred and twenty calendar days. In such cases a minimum of two weeks prior notice shall be provided to the employee(s) whose shift starting time is temporarily changed, and a five percent premium shall be paid to those employees for all regular hours worked on all days so changed. In no case shall the combined shift differential and shift change premiums paid to an employee exceed fifteen percent. The District will not temporarily change the scheduled workday or workweek of employees for the purpose of avoiding overtime payments. Employees shall be compensated for time worked in excess of their regularly scheduled work day or workweek as provided in Section 8.1 of this Memorandum of Understanding. Nothing herein shall be interpreted as limiting the District's right to reschedule shifts on a long-term or permanent basis as provided in this Article.

**7.5. Rest Periods.** Employee work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the District.

**7.6. Meal Periods.**

7.6.1. Employees shall be granted a thirty (30) minute lunch period, without pay, except as otherwise provided, scheduled at approximately the middle of the workday.

7.6.2. The District, at its option, shall furnish meals or provide \$20.00 per meal on an employee's paycheck for employees who work unscheduled overtime for two (2) or more hours beyond their regular quitting time. Employees shall be provided additional meals or money on their paychecks, as above, for every completed four (4) hour period of unscheduled overtime work thereafter. Emergency or unscheduled overtime work is defined as overtime work that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work. Scheduled or planned overtime work on a regular workday or sixth or seventh day in a week shall not require reimbursement for overtime meals unless an employee works two (2) or more consecutive hours beyond their regular eight (8) or more hour scheduled shift. Time taken for meals furnished by the District at the work location shall be paid time. Time taken for meals eaten away from the work location shall be unpaid time.

**7.7. Cleanup Time.** Where the nature of the work is such that cleanup is required, work schedules shall be arranged to allow reasonable time for that purpose prior to the end of the workday. The District shall provide facilities for cleanup. All employees who report to a job site have the option (with the permission of their immediate foreman/supervisor), to go to the nearest District facility to shower or change clothes in case of emergency or at the end of their workday.

**7.8. Receiving Materials.** District employees normally will not be required to unload or assist in unloading material from common carriers making deliveries on District premises except when weight or bulk of freight precludes reasonable physical handling by driver, or, when other unusual circumstances require such unloading or assistance by District employees one-half (1/2) hour before the end of the shift.

**7.9. Reimbursement For Use of Private Car.** The District will reimburse employees at the rate identified by the American Automobile Association (AAA) composite average per mile cost in the 15,000 miles per year category for each mile they are authorized and required to drive their private cars within the employee's normal areas of operations in the performance of their assigned duties. Annually in July, the District will adjust the amount to conform to the newly published rate. This information is obtained from the Annual Edition of Your Driving Costs, published by the American Automobile Association, Falls Church, Virginia. In the event such publication is not available, the current IRS mileage rate will be applied.

**7.10. Fatigue Time.**

7.10.1. Employees shall receive full pay for fatigue time hour for hour worked if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift provided that the employee worked two (2) or more consecutive hours of overtime within the nine (9) hour period before the start of the employee's next regularly scheduled shift.

7.10.2. Employees shall not receive fatigue time if: (1) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (2) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (3) they are assigned to continuous operations, except employees assigned to the Large Value Crew in the Construction Maintenance Division who meet the other requirements in 7.10.1.

7.10.3. Fatigue time must be taken during the first or last part of the next regularly scheduled workday. Employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

**ARTICLE 8. OVERTIME**

**8.1. Preamble.** At the present time the District has no plans and does not contemplate an expansion in the use of overtime. The District will make all reasonable efforts to avoid overtime including reviews of staffing to minimize its adverse effect on individuals and to control costs to the District, but occasionally overtime may be necessary to avoid greater costs as well as to meet legal obligations and Board commitments. The District agrees to provide the Union with reports on overtime utilization on a semi-annual basis. The District will provide the Union with specific overtime utilization reports upon reasonable request. Furthermore, the parties agree to consult on an annual basis regarding overtime, standby and call back usage in order to improve the system and eliminate practices that the parties agree should be corrected. The District will continue to assess all overtime use to ensure that overtime is necessary in order to maintain current District operations, services, and to ensure completion of projects on schedule. Whenever overtime is necessary, the District will give employees notice as soon as is reasonable and practical to do so.

**8.2. Rate of Pay.** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per workday or forty (40) hours per workweek. Time worked at the overtime rate due to Call Time overlap of the employee's regular workday shall be counted in determining the eight (8) hours per workday or forty (40) hours per workweek required to establish a base for overtime. There shall be no pyramiding of overtime pay.

**8.3. Limitation and Distribution of Overtime.** No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. If an employee works thirty-two (32) hours in a pay period on emergency overtime work, that employee will not be subject to non-emergency necessary overtime work in the same pay period unless the employee volunteers for such work. An employee shall be obligated to work non-emergency necessary overtime work to the extent that the employee has not worked thirty-two (32) hours in a pay period as emergency overtime work, i.e., emergency overtime hours worked shall reduce the hours limitation for non-emergency necessary overtime in the same pay period.

**8.4. Emergency Overtime.** All employees are required to work in emergency situations. An emergency includes, but is not limited to, situations which involve disruption of service to customers and actual or threatened danger of injury to person or damage to property, or threat to public health and safety.

**8.5. Non-Emergency Necessary Overtime.**

8.5.1. The District will request volunteers for all available necessary overtime. Overtime work shall be distributed as nearly equally as possible among qualified employees working within the same job classification, within the same work unit.

8.5.2. No volunteer may work more than sixteen (16) consecutive hours without approval of the Division Manager.

8.5.3. No employee will be assigned to work more than sixteen (16) hours in any 24-hour period or to work more than thirty-two (32) hours per pay period of non-emergency necessary overtime work. The parties emphasize the distribution commitment contained in Article 8.5.1 above to minimize the impact of assigned overtime on an individual employee.

8.5.4. In the event an insufficient number of employees volunteer for necessary overtime, the District shall assign employees to fill vacancies (on a rotating basis) starting by reverse seniority in the affected unit and classification. Whenever an employee is on standby, the District will not assign other overtime work to that employee unless the entire rotation of his/her classification has been exhausted and overtime is still necessary. However, an employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

8.5.5. With District approval, employees may trade or relinquish to another employee all overtime assignments. Until a trade is approved, all overtime assignments are part of an employee's job responsibilities. If a trade is not approved, a reason for the denial will be provided in writing.

8.5.6. Employees are expected to comply with overtime assignments and failure to do so shall subject an employee to appropriate discipline. However, an employee who, because of illness or other compelling emergency, is unable to work assigned or scheduled overtime, and who notifies the District a minimum of one (1) or more hours before an employee is scheduled to report to work, shall not be subjected to disciplinary action for failure to work.

**8.6. Voluntary Overtime Lists.** Work units having overtime work will establish lists of employees who are available to work overtime on a voluntary basis. The initial order of call when the lists are established shall be by seniority; thereafter, employees will be called on a rotating basis subject to the operating procedure of the work unit. The operating procedure for such lists shall be developed by each work unit and shall take into account the nature of the overtime work available, skills required to do the overtime work, and the operational requirements of the work unit.

**8.7. Compensatory Time.** Compensatory time will be provided at 1.5 hours for each hour of overtime worked. Employees may receive a maximum of 75 hours compensatory time in lieu of paid overtime in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January and ending with the last pay period for which pay is received in December. All overtime worked after an employee has earned 75 hours of compensatory time in a payroll year will be paid at the appropriate overtime rate. All employees who have earned compensatory time at the end of the last pay period, for which pay is received in December, shall have that compensatory time carried over as compensatory time into the next (following) payroll year. All compensatory time carried over from the last payroll year to the next must be used by the end of the next payroll year or it will be paid out to the employee at the end of the next (following) payroll year at the applicable FLSA rate. Any compensatory time used in the next (following) payroll year will first be deducted from any compensatory time that was carried over from the last payroll year, if any. Compensatory time earned after the last full pay period of the payroll year, but prior to the end of the calendar year, will be credited and included in the accrual for the following calendar year.

8.7.1. Use of accumulated compensatory time off shall be scheduled and approved by the District so as not to disrupt the operation of the work unit or the District.

**8.8 Compressed Work Week Holiday Work.** When a holiday(s) falls on the employee's nine-hour day (or other regularly scheduled workday that is longer than 8 hours), the employee shall be allowed to make up the shortfall of hour(s) by working an additional hour(s) within the same workweek as the holiday(s) or debit available vacation or compensatory time to offset any loss of pay that would otherwise occur, and the additional hour(s) will be paid at the employee's regular rate of pay. If the employee fails to account for the additional hour(s), the hour(s) will be charged to leave accruals. If the employee does not have any available leave accruals the time will be unpaid.

## **ARTICLE 9. STANDBY PAY**

**9.1. Preamble.** At the present time the District has no plans and does not contemplate an expansion in either the use of standby or in the classifications where standby is currently being

utilized.

## **9.2. Compensation Rates.**

9.2.1. An employee assigned to be on call during non-working hours shall receive a premium of twenty-five percent (25%) of the basic pay during the standby period, provided such employee makes himself/herself available and responds to all calls for work. Overtime work performed during a standby period shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the time worked exclusive of such standby premium.

9.2.2. In the event an employee assigned to standby is not called for overtime work because of District error which is verified by the District, the employee shall receive payment equivalent to two and one-half (2.5) hours at their overtime rate exclusive of special or premium pay provided such employee makes himself/herself available and responds to all standby calls for overtime work during that week.

9.2.3. When an employee is on standby on a day that is designated as a District holiday, the employee shall receive standby pay for three (3) eight-hour standby periods on that holiday, in addition to receiving regular holiday pay.

**9.3. Scheduling.** The District shall schedule its standby needs at least two (2) months in advance. Volunteers for standby to fill the schedule shall be allowed in each classification with the most senior District employee allowed first choice of assignments.

**9.4. Rotation System.** A rotation system in each department, in each classification, in each location, shall be developed by the District where standby is necessary. The rotation system shall not be utilized if the standby schedule is completely filled with volunteers. The rotation system, if used, shall, in its inception, first obligate the least senior District employee in each department, in each classification, in each location.

**9.5. Trades.** With District approval, employees may trade or relinquish to another employee all standby assignments. Unless and until a trade is approved, all standby assignments are part of an employee's job responsibilities. If a trade is not approved, a reason for the denial will be provided in writing.

**9.6. Compliance.** Employees are expected to comply with standby assignments during their paid standby period and failure to do so shall subject an employee to appropriate discipline. However, an employee who, because of illness or other compelling emergency, is unable to be available for standby, and who notifies the District at the onset of the illness or at the time they become aware of the compelling emergency, shall not be subjected to disciplinary action for failure to be available. Such employee shall only be compensated for the actual time they were available for standby.

## **ARTICLE 10. CALL TIME**

**10.1. Minimum Overtime Guarantee.** Employees called and requested to work outside

of their regularly scheduled shift and who report to work in response to such request, shall be paid for a minimum of two and one-half (2-1/2) hours at the appropriate overtime rate.

**10.2. Shift Overlap.** If the call time work assignment and the employee's regular shift overlap, the following process will be followed:

10.2.1. The time that the minimum overtime guarantee overlaps the employee's regular shift will be paid as a premium but will count towards the employee's regular shift or hours. Minimum overtime guarantee is a premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit.

10.2.2. The District and employee will pay retirement contributions for the regular shift hours worked by the employee at the regular rate of pay and the employee shall receive service credit in the Retirement System for the employee's regular shift hours.

10.2.3. No retirement contributions will be made for overtime compensation paid to the employee for the minimum overtime guarantee and no retirement service shall be credited for overtime work.

**10.3. Rest/Meal Break.** If an employee is called to start work less than two and one-half (2-1/2) hours before the start of his/her regularly scheduled shift, the employee shall be allowed a fifteen (15) minute break prior to the start of his/her shift. If the employee is called to start work two and one-half (2-1/2) or more hours before the start of his/her regularly scheduled shift, they shall receive a thirty (30) minute paid meal break prior to the start of his/her regular shift.

**10.4. Telephone Response.** An employee on paid standby who is called on the telephone but not required to report for work will be compensated for a minimum of one (1) hour at the appropriate overtime rate.

## **ARTICLE 11. SHIFT DIFFERENTIAL**

**11.1. Definition and Compensation.** Employees who perform work on a scheduled eight (8) hour shift beginning between 11:00 a.m. and 10:59 p.m., inclusive, shall be paid ten (10) percent per hour. Employees who perform work on a scheduled eight (8) hour shift which begins between 11:00 p.m. and 3:59 a.m., inclusive, shall be paid fifteen (15) percent per hour.

**11.2. Continuous Operations.** In continuous operations, when an employee's shift is extended by additional hours either before or after the normal shift, overtime compensation shall be based on the rate for the shift that was extended or actually worked, whichever is greater.

## **ARTICLE 12. REDUCTION IN FORCE/DEMOTION AND TRANSFER AND DEMOTION APPEALS**

**12.1. Reasons.** An employee may be separated from District employment by reduction in force due to lack of work or funds, retrenchment, or completion of work. The District shall



notify the union of its intent to implement a reduction in force no less than thirty (30) calendar days prior to its effective date. The notice shall include the reason for the layoff, the classifications and positions affected, the names of the employee(s) subject to separation by reduction in force, and the seniority information associated with the reduction in force.

**12.2. Application.** Reduction in force in a given classification shall be from all positions in the classification, District-wide.

**12.3. Priority.** Reduction in force shall first affect employees having provisional or probationary appointments in the classification in question. Thereafter, employees having permanent appointments in the classification shall be subject to reduction in force in inverse order to the length of their continuous service within the affected classification.

12.3.1. Length of service for the purpose of Section 12.3. shall mean an employee's continuous uninterrupted service from the effective date of appointment as a probationary, part-time, or less than full-time (Intermittent) employee

12.3.2. An interruption in length of service within a classification shall occur as a result of any one of the following:

- a. Discharge for cause
- b. Voluntary resignation
- c. Retirement for service or disability
- d. Absence from work for thirty-six (36) consecutive months because of layoff
- e. Failure to return from layoff as provided in Article 12.6
- f. Failure to return from an approved leave of absence upon the date specified for return at the time said approval was granted
- g. Unapproved leave of absence without pay of any length

Acting appointments to a classification shall not be construed as service in such classification unless such acting appointment was contiguous with appointment to such classification in a probationary, part-time, or less than full-time (Intermittent) status.

**12.4. Demotion to Previously Held Classifications.** An employee subject to separation by reduction in force may elect demotion to classifications in which they have previously held permanent civil service status during his/her current period of employment. In such election, the procedures of reduction in force outlined in Section 12.3 shall be applied to the employee being separated and to all others in the classification in question.

**12.5. Voluntary Demotion.** In accordance with Civil Service Rules governing demotions and transfers, an employee subject to separation may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a permanent position shall be offered appointment to any temporary position in his/her classification which is currently filled at the time of his/her proposed termination.

**12.6. Reinstatement List.** Names of employees affected by reduction in force shall be

placed on a layoff and reduction list in the order in which they have been laid off or demoted. Such list shall remain in effect for a period of two (2) years, during which time, when vacancies occur in the classification in which reduction in force took place, employees laid off or demoted shall be reinstated in the reverse order of layoff or demotion.

**12.7. Severance Pay.** Each permanent employee with a minimum of five (5) continuous years of District employment who is laid off due to a reduction in force shall receive twenty (20) workdays' severance compensation exclusive of any premium, overtime, standby or longevity pay.

**12.8. Demotion.** The General Manager may approve the demotion of an employee for inefficiency, or as a result of reduction in force or for other cause. Except in disciplinary situations, there shall be no involuntary demotion of an employee until reasonable effort has been made to transfer or reassign the employee in accordance with applicable Civil Service Rules.

**12.9. Transfer and Demotion Appeals.** In the event of transfer or demotion in accordance with the District's Civil Service Rules, the Personnel Officer shall give written notice to the employee, including the reasons for the action, and the employee shall have the same rights of appeal as employees who are discharged or suspended.

## **ARTICLE 13. CONTRACTING AND SUBCONTRACTING**

**13.1 Right to Contract.** The rights to contract and subcontract are vested exclusively in the District; provided, however, if such contracting or subcontracting work would result in the layoff of an employee in a classification set forth in Appendix A, the District will consult with the Union, prior to such contracting or subcontracting, in an attempt to avert, by transfer or other reasonable means, the layoff of such employee.

**13.2. Annual Meeting.** In addition to current practice, District and Union representatives will meet annually to review contract construction work and other work that is customarily performed by Union members that the District intends to contract out during the fiscal year. Further, District and Union representatives will regularly hold meetings as a Contracting Out Committee.

## **ARTICLE 14. HOLIDAYS**

**14.1. Holidays Observed.**

14.1.1. The following legal holidays will be granted to eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31

Malcolm X's Birthday	Floating Holiday (May 19)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Day after Christmas	December 26

Effective January 1, 2022, the following legal holidays shall be granted to eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31
Malcolm X's Birthday	Floating Holiday (May 19)
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Day after Christmas	December 26

14.1.2. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

#### **14.2. Eligibility.**

14.2.1. Full-time employees shall receive the above holidays off, credited at 8 hours pay, when both the following conditions are satisfied:

- a. The employee works or is on Authorized Leave (with or without pay) on their scheduled workday immediately before and immediately after the holiday; and
- b. The employee is in a paid status for 8 hours within the payroll period in which the holiday falls.

14.2.2. Malcolm X's Birthday will be recognized through a floating holiday. Probationary and regular employees will be eligible for the floating holiday if they are employed prior to July 1 and must be taken by the beginning of the last pay period in December. The District will allow the individuals to choose this day (May 19) as the floating holiday, provided

the department or division does not fall below acceptable minimum staffing. If all applicants for the day cannot be satisfied, selection of which individuals will receive the specified date will be made on the basis of date of request.

14.2.2.2. The Malcolm X holiday must be taken no later than the last day of the last full pay period in the calendar year to be paid in the calendar year.

14.2.2.3. If the Malcolm X holiday is not used prior to that date it shall be forfeited.

14.2.2.4. Use of the Malcolm X holiday after the last day of the last full pay period in the calendar year will be charged against the following year.

### **14.3. Holiday Pay.**

14.3.1. Employees who work on an observed holiday shall receive overtime pay for hours worked in addition to their regular straight-time pay.

14.3.2. Employees whose scheduled day off falls on an observed holiday shall receive a day's pay at the straight-time rate; such employees who work on an observed holiday shall, in addition, receive overtime for hours worked.

14.3.3. Employees who work in a 24-hour continuous operation or a seven-day per week operation and are scheduled to work on District-observed holidays and actually work on the holiday in accordance with this MOU shall receive the following based on their work schedule:

14.3.3.1. Eight Hour Work Schedule. Employees who work an eight (8) hour schedule shall receive the following:

14.3.3.1.1. Eight (8) hours of regular straight time pay for the holiday worked that will be subject to retirement contributions from both the District and employee and be counted toward retirement service credit.

14.3.3.1.2. Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward service credit.

14.3.3.1.3. Four (4) hours of holiday premium at the regular straight time rate that may be paid or added to compensatory time accruals in accordance with this MOU. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward service credit. The four (4) hours of holiday premium pay will be reported using a separate payroll code.

14.3.3.2. Compressed Work Week Schedule. Employees who work on a compressed workweek schedule shall receive the following:

14.3.3.2.1. Nine (9), ten (10), or twelve (12) hours of regular straight time pay for the worked holiday depending on the duration of their regularly scheduled work day that will be counted toward retirement service credit and be subject to retirement contributions from both the District and employee.

14.3.3.2.2. Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward credit.

14.3.3.2.3. Holiday premium pay equal to one-half of the duration of the employee's regularly scheduled workday at their regular straight time rate, that may be paid or added to their compensatory time accruals in accordance with this MOU. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward retirement service credit. The holiday premium pay equal to one-half of these regularly scheduled hours worked will be reported using a separate payroll code.

14.3.3.3. No retirement contributions shall be taken from overtime compensation paid to the employee for holidays and no retirement service credit for overtime work.

14.3.4. In the event that a holiday falls on an employee's compressed day off, the employee will be credited with eight (8) hours of vacation, or the employee may choose to receive holiday pay, to be added to 80 hours of regular pay (a total of 88 hours at regular rate for the pay period). If the employee does not indicate that they wish to receive holiday pay, the holiday will be added to their vacation accrual.

14.3.5. In continuous and seven-day operations, when a holiday falls on a Saturday or Sunday, the actual holiday will be observed rather than the District observed holiday.

14.3.6. In the event that a holiday(s) falls on the employee's nine-hour day (or other regularly scheduled workday that is longer than 8 hours), the employee's ability to make up the shortfall of hour(s) shall be governed by section 8.8.

**14.4. Holiday During Vacation.** Holidays that fall during a vacation shall not be charged against vacation credits.

## **ARTICLE 15. VACATIONS**

### **15.1. Eligibility and Allowance.**

15.1.1. Employees who are eligible to be credited with vacation are those who have permanent or probationary status. Other appointments, however, if continuous with the current period of employment, shall be counted in determining the amount of vacation to be credited and the date of eligibility.

15.1.2. Eligible employees shall accrue vacation leave as follows:

<u>Continuous Service Years</u>	<u>Vacation Leave Hours Per Pay Period</u>	<u>Vacation Days Per Year</u>
1 <sup>st</sup> through 4 <sup>th</sup>	3.692	12
5 <sup>th</sup> through 9 <sup>th</sup>	4.616	15
10 years	5.539	18
11 years	5.539	18
12 years	5.539	18
13 years	5.847	19
14 years	6.154	20
15 years	6.462	21
16 years	6.770	22
17 years	7.077	23
18 years	7.385	24
19 and subsequent	7.693	25

15.1.3. Any increases an employee receives in vacation shall be prorated for the calendar year.

**15.2. Vacation Accrual.** All eligible employees shall accrue vacation on the basis of hours paid.

**15.3. Use of Vacation.**

15.3.1. At any time after completion of six (6) months of service, an eligible employee may use the six (6) vacation days credited for the first six (6) months of employment. Thereafter, employees may use vacation leave equal to the accrued vacation leave credited to their account.

15.3.2. Vacation must be taken within the calendar year in which it is credited, with two (2) exceptions:

- a. Certain amounts of vacation may be deferred, as shown below.
- b. Vacation started before the end of the year may be continued into the next year.

15.3.3. A maximum of 50 vacation leave days (400 hours) may be deferred by employees annually. Unless there is specific written authorization from the General Manager or their designee to exceed such limits, any employee with deferred vacation accrued in excess of 50 days (400 hours) at the end of any payroll calendar year shall have their vacation leave balance adjusted and reduced to 50 vacation days via the two following options (or combination thereof) by:

- a. within the first three months of the year. If the employee did not take a vacation of at least eighty (80) hours in the preceding year, the employee must take at least 80 hours, cumulatively; and/or
- b. being paid for all hours in excess of 400 hours after the first quarter of the next payroll year.

#### **15.4. Choice of Vacation.**

15.4.1. Whenever possible, vacations shall be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the Department Head or Division Manager may place reasonable seasonal or other restrictions on the use of deferred vacation.

15.4.2. Supervisors shall prepare a schedule of available vacation periods for each classification in their organizational units which shall be based on efficient staffing of the unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review these requests and resolve any conflict in favor of the employee with the most seniority (i.e., longest total continuous District service); provided, however, if an employee requests that their vacation be taken in two (2) or more noncontinuous vacation periods, such employee may exercise their seniority only for the first preference period of vacation.

15.4.3. Supervisors shall recommend the completed schedule to the Department Head or Division Manager. After the vacation schedule has been approved by the Department Head or Division Manager, an employee promoted or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.

**15.5. Vacation Proration on Separation.** An employee eligible for vacation who is separated from District service for any reason shall receive a lump sum payment for any unused, earned vacation.

**15.6 Vacation Sell-Back.** An employee may choose to sell back a maximum of two hundred (200) hours of vacation leave to the District, in one hour increments, during the payroll year. Payments to employees resulting from such sell back of vacation shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

### **ARTICLE 16. PAID ABSENCE**

#### **16.1. Sick Leave.**

16.1.1. Eligibility. Any permanent, probationary or part-time employee who, through no fault of their own, is unable to be present to perform their duties due to illness, injury, medical or dental treatment, or serious medical emergency in the employee's immediate family shall be granted sick leave in accordance with the provisions of this Section.

16.1.2. Accumulation. Employees shall accrue four (4) hours of sick leave credit for each full biweekly pay period of continuous service, to a maximum of 1040 hours (130 days). There shall be no accumulation for any workday of unpaid leave in excess of 20 workdays in a calendar year.

16.1.3. Use. All sick leave used shall be deducted from the employee's credits, with the minimum chargeable time being 30 minutes. When sick leave credits are exhausted, unpaid sick leave may be granted.

16.1.4. Family Sick Leave. Where employee absence is required due to medical reasons (e.g., illness or medical appointment) in the employee's immediate family (i.e., mother, father, stepmother, stepfather, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, or domestic partner), a maximum of thirteen (13) days of accrued sick leave may be used in a payroll year as defined in Article 8.7.

16.1.5. Substitution of Sick Leave for Vacation. If an employee becomes ill and takes sick leave before a scheduled vacation begins, the starting date of vacation may be postponed, or vacation rescheduled as approved by the District. If an employee becomes ill after their last workday before vacation begins or during vacation and the illness extends more than two (2) vacation days, accumulated sick leave shall be substituted for vacation leave for each full day involved. Each vacation leave day that an employee was hospitalized may be converted to sick leave upon submission of satisfactory evidence of hospitalization. Request for such substitution shall be made when the employee returns to work, unless they wish to extend their absence, in which case they shall contact their supervisor before they are scheduled to return to work. Request for sick leave substitution shall be accompanied by a doctor's statement or other satisfactory evidence verifying the length of time the employee was incapacitated.

16.1.6. Limitations. An employee who is unable to report for work and who fails to notify their supervisor in accordance with work unit procedures, may not qualify for paid sick leave. An employee whose illness or injury arises out of non-District employment is not entitled to sick leave. All sick leave use is subject to review, verification, and approval by the District. A doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations is required if sick leave extends to ten (10) consecutive workdays or more. Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District-selected physician, if there is reasonable concern about the employee's fitness for duty or endangering the health of other employees. These evaluations will be conducted on District time.

16.1.7. Retirement Credit. Consistent with the terms and conditions of the Retirement Ordinance, when an employee's sick leave accumulation reaches the maximum of 1040 hours, any hours which would have otherwise accrued thereafter shall be accumulated without limit. Such hours, when added to the existing sick leave accumulation, become Service Extension Credit, to be applied when computing the employee retirement allowance.

16.1.8. Service Extension Credit/Conversion. When an employee is released for return to work as shown by medical evidence satisfactory to the District, after sick leave extending for ninety (90) calendar days or more, the hours of sick leave taken shall be restored to the employee's sick leave account by deducting that number of hours from any service extension credit in the employee's account at the time of return to work to a maximum of five hundred twenty (520) hours. Such sick leave shall be credited and available for use after the employee's return to work.



16.1.9. Sick Leave Pay-Out In Lieu of Service Extension Credit. Employees who separate from service due to retirement shall have the option of receiving a lump sum cash payment equal to the value of fifty percent of the accrued hours in the employee's sick leave account and Service Extension Credit account, at base rate, not including shift or other differentials or premiums, less applicable taxes, instead of and in lieu of receiving Service Extension Credit pursuant to Article

16.1.7. and the Retirement Ordinance. Such lump sum payment shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

16.1.10. Sick Leave/FMLA. Eligible employees who are on paid sick leave or job injury leave will be granted simultaneous leave under the FMLA, after an absence of thirteen (13) consecutive workdays effective January 1, 2004.

## **16.2. Special Leave.**

16.2.1. Death in Family. In the event of death in an employee's immediate family (i.e., parent, stepparent, spouse, domestic partner, child, stepchild, sibling, grandparent, grandchild, or any other person sharing a comparable relationship resulting from a registered domestic partner relationship), the employee shall be granted five (5) workdays of special leave. In the event of death of the employee's mother-in-law or father-in-law, the employee shall be granted three (3) workdays of special leave. Leave granted for death in the family may be split between the period immediately following the death and the funeral services.

16.2.2. Funeral/Service of Relative. An employee shall be granted one (1) workday of special leave to attend the funeral/service of a close relative not in the employee's immediate family. Close relative includes, spouse's grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, spouse's sister-in-law, spouse's brother-in-law, and employee's aunt, uncle, niece, nephew, and first cousin.

16.2.3 Other Deaths. An employee may request authorization by the General Manager or their designee for special leave involving deaths other than those listed in paragraphs 16.2.1 and 16.2.2 above where the employee considers special leave justified. The decision of the General Manager is final and not subject to appeal.

16.2.4. Death in Family, Funeral/Service of Relative, and other death leave shall be taken immediately following the death of the person or to coincide with funeral/services unless, because of extenuating circumstances, another specified time is required, and specific written authorization is granted by the General Manager or their designee to defer such leave to another specified period of time.

16.2.5. Jury Duty. An employee shall be granted necessary special leave for jury duty as detailed in an appropriate summons or order. The employee must immediately notify the supervisor when the employee receives a jury duty summons and provide a copy of the instructions that the employee receives. Employees shall follow the instructions of the

jurisdiction for which they are summoned but must immediately report back to work if not required to be present for jury duty or if released from jury duty during the workday.

16.2.5.1. Employees who work a schedule other than day shift will respond as follows:

a. On the next regularly scheduled working day after receiving a notice for report to jury duty, the employee will inform their supervisor of the day and time the jury duty is scheduled. It is the employee's responsibility to give prompt notice of scheduled jury duty.

b. At the employee's request, the supervisor will consider transferring the employee to a Monday through Friday day shift assignment starting the week of the jury duty assignment. If the employee starts jury duty mid-week, they will work the days of the week on a Monday through Friday day shift schedule prior to starting jury duty.

c. The employee on jury duty may remain on a Monday through Friday day shift assignment until the jury duty assignment is completed. The employee shall notify the supervisor as soon as the jury duty assignment is completed. The employee may finish out the week on a Monday through Friday day shift assignment and return to their regular assignment the following week. The employee shall give the supervisor necessary paperwork to show days served on jury duty.

d. Employees placed on a Monday through Friday day shift schedule will continue to receive their shift differential pay while on jury duty.

16.2.6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to their work shall be granted special leave for such purposes; provided, however, that such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is for domestic relations matters.

16.2.7. Military Physical Examination. An employee shall be granted special leave to take a required military physical examination.

16.2.8. Military Leave. The District shall grant military leave in accordance with applicable laws of the State of California.

16.2.9. Voting Time. An employee who is eligible to vote in primary and general elections shall be granted special leave, when required, not to exceed two (2) hours, at a time when the polls are open, in accordance with California State Law.

16.2.10. One Day Special Birthday Float. Each employee shall be granted special leave for their birthday based on the employment status of that employee, not to exceed a total of 8 hours within the payroll year of their birthday. The District will make every reasonable effort to accommodate an employee's request for a specific special leave day off, subject to the operational needs of the District.

16.2.10.1. Eligible employees shall request and use the One Day Special Birthday Float

Leave no later than the last day of the last full pay period in the payroll year as defined in Article 8.7.

16.2.10.2. If the one-day Special Birthday Float is not used prior to this date it shall be forfeited.

16.2.10.3. Use of the one-day Special Birthday Float after the last day of the last full pay period in the payroll year, as defined in Article 8.7, will be charged against the following year.

16.2.11. Blood Donations. Consistent with District operating requirements, employees shall be granted special leave of two (2) hours for giving blood donations to the District, Union, accredited hospital or Red Cross blood banks.

### **16.3. Job Injury Leave.**

16.3.1. Eligibility. Job injury leave shall be granted an employee who is unable to report to work following an injury or industrial disease which arises out of and during the course of their employment, provided that:

16.3.1.1. Requests for leave are accompanied by a statement from a District panel physician indicating the nature of the injury and an estimate of the time the employee will be incapacitated for work; and

16.3.1.2. The reported injury or disease is accepted as industrial by the District's Third Party Workers' Compensation Administrator.

16.3.2. Compensation. When a job injury leave is authorized, the District will grant paid leave or supplement payments made by the Workers' Compensation Insurance Administrator so that the employee will suffer no loss in their regular pay for a period not to exceed 480 total hours of each such injury. When lost time exceeds 480 total hours, the employee may choose to receive Workers' Compensation Insurance only, or they may choose to use sick leave and/or vacation leave which they have to their credit to supplement their compensation payments so that they will suffer no loss in their regular pay until such leave credit is exhausted.

16.3.3. Designation of Employee Personal Physician. Notwithstanding the above, pursuant to and consistent with applicable law, an employee may seek treatment from their personal physician. However, to provide a safeguard against abuse, the employee shall make every reasonable effort to be evaluated by a panel physician within 48 hours of the injury.

16.3.4. Reemployment Preference After Job Injury. A former permanent employee of the District currently not a District employee as a direct result of disabling job injury shall be granted reemployment preference as follows:

16.3.4.1. An employee who has recovered sufficiently in the opinion of a District-selected physician to resume their former duties shall be offered the first vacant position in the employee's former classification.

16.3.4.2. An employee as described above or an employee who has been rehabilitated and retrained for another occupation because of a disabling job injury who has been placed on a District employment list and is eligible for consideration for a position shall be selected to the first vacant position.

16.3.5. The preference described above shall be in effect for a period of two (2) years beginning with the date that the employee is determined to be rehabilitated, or a total of four (4) years from the date of termination, whichever is less. The preference shall be absolute unless:

16.3.5.1. Mandatory selection or reinstatement of another person is required by the Civil Service Rules, the Retirement Ordinance, or law; or

16.3.5.2. The General Manager determines that selection for a specific position would be contrary to the interests of the District.

## **ARTICLE 17. UNPAID ABSENCES**

### **17.1. General Provisions.**

17.1.1. Leave of absence without pay for any reasonable purpose shall be granted an employee for up to six (6) months whenever the work of the operation concerned will not be unduly impaired by such absence. Leave without pay may be extended for additional periods not to exceed thirty (30) days each with the approval of the General Manager.

17.1.2. There shall be no loss of vacation or sick leave credits for leaves without pay of 160 hours or less in a calendar year; thereafter, there shall be no accumulation of vacation and sick leave credits for any workday of unpaid leave. All leave without pay except unpaid sick leave is deducted from an employee's service when computing retirement credits. All employees hired after January 1, 2004 shall not receive retirement service credit after 18 months of unpaid sick or job injury leave.

17.1.3. Insurance benefits at District expense for employees on unpaid sick leave may be terminated after eighteen (18) months of unpaid sick leave.

**17.2. Parental Leave.** Leave of absence without pay shall be granted for the birth or adoption of a child or for the serious health condition of a child, parent, or spouse, in accordance with the Family Medical Leave Act (FMLA). Leave of absence without pay shall be granted to an employee for a parental absence subject to the foregoing general provisions. Consideration of the commencement, length and duration of maternity leave shall include review of the report or recommendations of medical authority acceptable to the District.

**17.3. Limitations on Leave.** Employees must exhaust all accrued vacation before becoming eligible for unpaid leaves of absence; however, upon agreement between the employee and their supervisor, in extenuating circumstances, such unpaid leave shall not be unreasonably denied. Union business leave, parental leave, and educational leave shall be exempt from the

operation of this Section.

**ARTICLE 18. BENEFITS AND ALLOWANCES**

**18.1. Health Insurance.** The District shall provide health plan coverage to eligible employees and dependents in one of the approved District Health Plan listed below. Employee cost share for health plan premiums are shown in the table below:

<u>Plan</u>	<u>Employee Cost Share as % of Premium</u>
<b>Kaiser Plan (current 7002)</b>	<b>0% all tiers: employee only, double, and family</b>
<b>ACWA Anthem BC Classic PPO</b>	<b>0% employee only tier, 15% double and family</b>
<b>Sutter Health Plus HMO</b>	<b>0% employee only tier, 15% double and family</b>

18.1.1. Kaiser Foundation Health Plan. The District shall pay the full cost of premiums for eligible employee and eligible dependent coverage in the Kaiser Foundation Health Plan. During the life of the MOU, the following co-pays and deductibles will be in effect, unless a change is mandated by the provider:

- Office Visit \$20
- Prescription co-pay \$10/\$15 effective January 2008 for generic and brand name drug types respectively
- Emergency Room co-pay \$75 (*waived if admitted*)
- Hearing Aid Benefit \$1000 per ear, every three (3) years, effective January 1, 2019

18.1.2. Association of California Water Agencies Blue Cross (ACWA BC). The District shall pay the full cost of premiums for eligible employees only. The District will pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the office visit co-pay for ACWA-BC will be \$15.00 and the prescription drug co-pay will be \$5.00/\$15.00 for generic and brand name drug types, respectively, unless a change is mandated by the provider.

18.1.3. Sutter Health Plans Plus HMO. The District shall pay the full cost for premiums for eligible employees only. The District will pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the office visit co-pay for Sutter will be \$10 and the prescription drug co-pay will be \$5/\$20/\$40 for generic, brand name and non-formulary drug types, respectively, unless a change is mandated by the provider. Emergency room visit is \$30 and waived if admitted. Hospital inpatient co-pay - \$0.

18.1.4. For employees without access to Kaiser Health Plan, the District will pay 100% of

the medical insurance premium for the employee and dependent coverage in either of the other available District health plans (currently ACWA Anthem Blue Cross Classic PPO or Sutter Health Plus HMO). However, if the employee should again become eligible for Kaiser, District coverage will be provided as described in paragraphs 18.1.1, 18.1.2., and 18.1.3. above.

18.1.5. If federal or state legislation is enacted which will impact the District's health plans or practices, the parties shall reopen negotiations to the extent necessary to comply with the mandatory provisions of any legislation.

18.1.6. The amount of cash-in-lieu provided to employees who receive medical insurance coverage through their spouse or partner and elect not to receive District-paid medical insurance is \$500 per month.

18.1.7. Employee paid medical premiums may be paid on a pre-tax basis in accordance with the IRS 125 Plan.

**18.2. Life Insurance.** The District shall pay the cost of employee premiums in the existing group life insurance plan. The face value of the basic life insurance shall be one and one-half times the employee's annual salary rounded to the nearest \$1,000. This includes double indemnity for non-occupational accidental death and dismemberment according to scheduled benefits. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.

18.2.1.1 Supplemental Life Insurance. Effective January 1, 2008, the District shall offer a group life insurance plan that allows an employee to purchase life insurance benefits for his or her spouse or partner. The employee shall pay for the cost of this benefit by payroll deduction.

**18.3. Dental Insurance.**

18.3.1. The District shall continue to pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and to provide 100 percent basic coverage (50 percent prosthodontics), to a maximum benefit of \$2000 per year with a deductible of \$15 for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.

Effective January 1, 2018. The District shall continue to pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and to provide 100 percent basic coverage (50 percent prosthodontics) to a maximum benefit of three thousand dollars (\$3000) for PPO-Dentists and a maximum benefit of two thousand five hundred dollars (\$2500) for Non-PPO-Dentists. Non-PPO-Dentists have a deductible of fifteen dollars (\$15) for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Contract shall be borne by the District.

18.3.2. The District shall provide for orthodontic benefits and coverage for all eligible employees and dependents. Such coverage will be 50/50 co-insurance with a three thousand

(\$3000) dollar lifetime maximum per patient with no deductible. Also, the Union agrees that any increase in orthodontic premiums will be paid for by each individual employee during the term of this Memorandum, notwithstanding any other language. Employees hired on or after July 1, 1985, will have a one-year waiting period for orthodontic coverage without claims.

**18.4 Disability Insurance.** The District agrees to continue the existing salary continuation plan (a voluntary group long-term disability insurance) and to pay the full cost per month toward the premium for each employee.

**18.5. State Disability Insurance (SDI)/Paid Family Leave (PFL).** Employees represented by Local 444 shall have SDI premiums deducted from their individual salaries at the rate determined by the State of California. When an employee or qualified dependent sustains an injury or illness that qualifies them to receive SDI/PFL payments, the employee will receive SDI/PFL payments from the State based on the benefit amount in effect at the time the injury or illness occurs.

**18.5.1. State Disability Insurance (SDI).** An injured or ill employee may first use accrued sick leave and, after sick leave is exhausted, may use compensatory time then vacation to supplement SDI payments from the State if requested in writing, provided that:

- a. The combined total of the SDI payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
- b. Coordination of leave balances with SDI will not be made retroactively.

**18.5.2. Paid Family Leave (PFL).** The employee may use in the following order family sick leave, compensatory time then vacation to supplement PFL payments from the State if requested in writing provided that:

- a. The combined total of the PFL payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
- b. Coordination of leave balances with PFL will not be made retroactively.

**18.6. Insurance Providers/Self-insurance.** Except for the Kaiser Foundation Health Plan, the District may change or eliminate the carriers or providers of any of the benefits set forth in this Article or self-insure (provided that there is no decrease in benefit levels), and provide an equivalent plan under Sections 18.1, 18.2, 18.3, and/or 18.4, set forth above, provided the Union is notified in writing prior to such change. Upon written request, the District will consult with the Union concerning such change. Whenever any insurance carrier refuses to provide coverage for any specific benefit or proposes an increase in its premium of more than twenty percent (20%), the District, after consultation with the Union, may change carriers or benefits as long as a good faith, reasonable effort is made by the District to provide comparable available benefits.

**18.7 Vision Insurance.** , The District shall pay the cost of premiums for those employees and eligible dependents enrolled in the group Vision Service Plan, Plan B with \$10 co-payment. Increases in costs which may occur during the term of this Memorandum shall be

borne by the District.

### **18.8. Employee Retirement System**

18.8.1. Eligibility for the Employee Retirement System (ERS). Local 444 represented employees are eligible to participate in the District's ERS in accordance with IRS rules and regulations and the District's "Employee Retirement System Ordinance".

18.8.2. Retirement Multipliers. The District shall increase the retirement multipliers of 2.2% and 2.42% to 2.6% and 2.82% respectively, for all participants who earn District Service Credit on or after January 1, 2004.

18.8.3. Classic Employee Contribution Rate. The following contribution rates apply only to "classic" employees hired prior to January 1, 2013, and those hired on or after January 1, 2013 that are eligible for reciprocity with another California public retirement system.

- a) The employee contribution rate will be 7.33% effective April 22, 2013, and thereafter:
- b) The employee contribution rate will be 7.83% effective April 21, 2014.
- c) The employee contribution rate will be 8.33 % effective April 20, 2015.
- d) The employee contribution rate will be 8.75 % effective April 18, 2016.

18.8.4. The employee contribution rates reflected above will be fixed as of the dates specified above unless the parties agree to an improvement in current retirement benefits through the meet and confer process.

18.8.5. Any improvements made by the District to current retirement benefits during the life of this agreement, such as improvements to HIB and COLA, shall be made solely at the District's expense.

## **ARTICLE 19. SUPPLEMENTAL BENEFITS/SALARY REDUCTION PLAN/401(K)**

### **19.1. Supplemental Benefits Program.**

19.1.1. The District will make payments for full-time and probationary employees under IRS Code Section 125 in the amount of:

- \$915 effective January 1, 2019
- \$1000 effective January 1, 2022

19.1.2. Maximum Reimbursement Amounts. The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non-medical dependent care expenses is current IRS limit, minus the District's contribution. The maximum amount that may



be used for reimbursement for personal and dependent medical expenses is current IRS limit, plus the District's contribution.

19.1.3. Full time or probationary employees will be eligible for supplemental benefits upon hire.

19.1.4. Program payments shall be disbursed with the payment for the second pay period each calendar year. New employees shall have payments disbursed in the month after they become benefit eligible.

19.1.5. The District may, after consultation with the Union, add or delete for future calendar years any IRS Code Section 125 flexible spending - approved benefits.

19.1.6. A third party administrator will administer the pre-tax program funds, including making payments or reimbursements provided for by the program and IRS Code provisions.

19.1.7. Effective in the benefit plan year starting January 1, 2018, the District shall implement the carry over provision of IRS Code Section 125 for Health Flexible Spending Program up to the maximum amount allowable under the Code. Dependent Care Flexible Spending Accounts are not eligible for the carry over provision. The District will continue to allow for a run-out period of ninety (90) days for all accounts in the Flexible Spending Program in accordance with IRS Code Section 125.

## **19.2. Salary Reduction Plan.**

19.2.1. The District shall establish a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursement for verified medical and dependent care expenses, subject to the rules of the IRS and governing regulations.

19.2.2. The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non-medical dependent care expenses is the current IRS limit minus the District's contribution. The maximum amount that may be used for reimbursement for personal and dependent medical expenses is the current IRS limit plus the District's contribution.

19.2.3. All medical and dependent care expenses for which reimbursement is required must comply with the requirements of the IRS Code.

**19.3. 401(k) Plan.** The District will include employees represented by the Union in a 401(k) plan provided that continuation of the plan is dependent upon the final determination of the rules for discrimination testing by the Internal Revenue Service (IRS). If the rules of the IRS code are likely to adversely affect the members of the District's existing 401(k) plan, then the plan will be terminated and the parties will meet and confer on possible alternative programs.

## **19.4. Deferred Compensation Administrative Fees.**

19.4.1. Eligibility for 401(k) Plan. Employees who work in classifications represented

by Local 444 are eligible to participate in the District's 401(k) deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.4.2. Eligibility for 457. All employees who work in classifications represented by Local 444 are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.4.3 Deferred Compensation Committee Participation. Local 444 shall be provided two representatives to participate in the 401(k)/457 deferred compensation committee.

19.4.4 Deferred Compensation for PEPRA Employees. Effective January 1, 2023, employees hired on or after January 1, 2013, and who are not eligible for reciprocity with another California public retirement system, or who are otherwise "new employees" or "new members" as defined under the California Public Employee Pension Reform Act ("PEPRA"), and who are participating in the District's 401(K) plan shall be eligible for a matching contribution up to \$1000 annually to their 401(K) deferred compensation account.

## **19.5 Exclusions.**

19.5.1 Employees who participate in any District deferred compensation plan may not defer sick leave buyback payments to their deferred compensation accounts.

## **ARTICLE 20. EXAMINATIONS**

**20.1. Recording of Oral Examinations.** Oral examinations shall be recorded by audio tape recorder. All audio tape recordings shall be the property of and remain in the custody of the District; provided, however, the Union shall have reasonable access thereto. Recordings shall be retained by the District for ninety (90) days after establishment of the employment list resulting from the examinations or, if there is a protest, until the protest is resolved.

## **20.2. Inspection of Examinations.**

Consistent with District operating requirements and with the provisions of Civil Service Rules, employees participating in District Civil Service examinations shall be permitted reasonable time during working hours, without loss of time or pay, to inspect their examination papers.

**20.3 Internal Promotions.** The purpose of this section is to enhance the promotional opportunities for District employees.

20.3.1. Examinations will typically be open to both public and internal competition, however, an examination shall be administered on a closed promotional basis when the Manager of Human Resources determines that the number, diversity and qualifications of potential employee applicants are sufficient to generate a minimum of five (5) candidates per vacancy, to fill the current and anticipated openings, during the life of the list.

20.3.2. When the above criteria are not met, internal and external recruitments shall be conducted simultaneously. Both an open eligible list and an internal eligible list shall be established from those candidates who are successful in the examination process. All employees with Civil Service status who pass the examination shall be placed on the Internal Eligible. A successful candidate will be placed on only one list. The top five ranks on both lists shall be certified to the appointing authority. For each additional vacancy for which the certification is requested simultaneously, the Manager of Human Resources shall certify the name(s) from one additional rank on the open and internal eligible lists. Hiring supervisors shall interview all candidates in the ranks certified from the internal eligible list and, if they choose to interview from the open eligible list, they must interview all candidates in the ranks certified.

20.3.3. A demotion is movement to a classification with a lower top salary than the employee's current regular position. Employees may apply for voluntary demotion by submitting an application to Human Resources. They will be placed on the Demotion List if they meet the minimum qualifications for the classification. The voluntary Demotion List will be certified to hiring supervisors along with other employment lists. An employee's name will remain on the voluntary Demotion List for one year. The District may also demote an employee on an involuntary basis consistent with other District rules and practices.

20.3.4. Employees may apply to administratively transfer without exam between classifications which have the same salary levels and identical or very similar minimum qualifications (e.g., Utility Laborer and Water Distribution Plumber I), if they have regular status in one class. The District may also administratively transfer employees between classifications at the same salary level providing the employee meets the minimum qualifications.

#### **20.4. Duration of Eligible Lists.**

20.4.1. The duration of the employment Eligible Lists shall be one (1) year unless extended, at the District's discretion, for up to one (1) additional year. All existing lists may be extended for up to one (1) additional year rather than extended for six (6) months and all new lists may be extended for one (1) additional year.

20.4.2. The District will review results with the Union representatives on an annual basis beginning one year from the date of this Memorandum Of Understanding to determine impact on promotional opportunities for District employees. Should the percentage of promotions decrease in 50% or more of the classifications, the District will agree to limit the extension of eligible list an additional six (6) months except for entry-level examination processes where lists may be extended for one (1) additional year.

#### **20.5. Mandatory Reassignment Interview.**

20.5.1. Employees on an active Reassignment List for Maintenance Specialist classifications will be given an interview with a supervisor who has a vacancy. Employees who are selected from the reassignment list and decline the appointment will be ineligible for reassignment for one (1) year.

20.5.2. Probationary employees are not eligible for reassignment.

20.5.3. Employees who have been disciplined by more than one warning memo and/or have been suspended within the last year are not eligible for reassignment.

## **ARTICLE 21. REASSIGNMENT/SENIORITY BIDDING PROGRAM**

### **21.1. Eligibility.**

21.1.1. This program will apply to all regular, full time, civil service positions that become vacant within the Distribution Maintenance and Construction (DMC), Maintenance Support (MSD), and Pipeline Construction and Equipment (PCE) Divisions in the following seven classifications or successor classifications:

- a. Water Distribution Plumber III
- b. Water Distribution Plumber IV
- c. Water Distribution Crew Foreman
- d. Truck Driver II (TD II)
- e. Heavy Equipment Operator (HEO)
- f. Heavy Transport Operator (HTO)
- g. Utility Laborer (UL)

21.1.2. For purposes of this program, a vacant position is defined as a regular, full-time, civil service position which has become open and which the District plans to fill. During the month of December each year, the District will notify the Union of the number of positions listed in 21.1.1 that must be filled in each service yard, Continuous Operations, MSD, and PCE required to meet its operational goals as described in Article III of this MOU.

21.1.3. All regular, full-time employees are eligible to participate in this program provided they:

- a. Have five or more years of District seniority on January 1 of each year.
- b. Have satisfactorily completed the probationary period for their current classification (civil service status in current classification).
- c. Have not been disciplined by more than one warning letter and/or have been suspended within the past three years.

### **21.2. Procedure.**

21.2.1. During the month of November, eligible employees in the above classifications may elect to place their names on the Maintenance Department's Reassignment/Seniority Bidding Lists (i.e., North Yard, South Yard, East Yard, Central Yard, Continuous Operations, Pipeline, ESS and Paving) for all locations.

21.2.2. When an employee waives an offer of reassignment, their name will be removed from that list for the remainder of the calendar year.

21.2.3. The Maintenance Department's Reassignment/Seniority Bidding Lists, shall be effective for each calendar year beginning January to fill all vacant regular, full time Civil Service positions in the above classifications.

21.2.4. The most senior (utilizing District seniority) eligible employee shall be appointed to a vacant regular, full time civil service position (per the pre-designated list established in 21.2.1).

21.2.5. After filling the first vacant position in a particular organization and classification (defined in 21.1.2), up to two (2) subsequent related vacancies caused by filling the first vacant position will be filled by use of the Maintenance Department's Reassignment/Seniority Bidding Lists. Additional vacant positions may be filled by use of appropriate District Civil Service Lists.

21.2.6. In the event that a vacancy occurs that requires a specific classification level (e.g., Plumber III) incumbent, and no incumbent is on the reassignment list, the District reserves the right to reassign employees to such vacancies as needed; provided, however, that selection of an individual for such reassignment is based on District seniority among volunteers, then on reverse District seniority.

## **ARTICLE 22. GRIEVANCE PROCEDURE**

**22.1. Intent.** The District and the Union recognize the necessity for speedy and equitable adjustment of all complaints as close as possible to the point of origin. Whenever possible, grievances should be settled with supervisors in the department/division where the grievance originates. It is the intention of the District and the Union to eliminate unnecessary grievances, and to promptly and equitably adjust all those grievances which are meritorious.

### **22.2. Definitions.**

#### **22.2.1. Grievance.**

22.2.1.1. A grievance is any dispute between the District and an employee or group of employees concerning the interpretation or application of this Memorandum; or the interpretation or application of rules or regulations governing personnel practices or working conditions; or the practical consequences of a District Rights decision on wages, hours and other terms and conditions of employment.

22.2.1.2. A dispute over the terms of this Memorandum of Understanding, or over the terms of rules or regulations governing personnel practices or working conditions, or over the terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance.

22.2.1.3. The Union may file a grievance on behalf of specified unit members if the alleged violation involves unit members in more than one work unit. If the grievance involves employees in only one division, the grievance shall be filed with the Division Manager at Step 1. If the grievance involves employees in more than one (1) division, the grievance shall be filed with the

Manager of Employee Relations at Step 1.

22.2.2. Immediate Supervisor. The person from whom an employee receives their work assignments, such as Wastewater Shift Supervisor, General Pipe Supervisor, Plant Electrical Maintenance Supervisor and Equipment Supervisor.

22.2.3. Work Unit Supervisor. The highest supervisor within the employee's work unit, such as the Construction and Maintenance Superintendent, Mechanical Supervisor, Plant Maintenance Superintendent, Wastewater Treatment Superintendent, Superintendent, Pardee Section, and Superintendent, Aqueduct Section.

22.2.4. Limited Civil Service Examination Grievance Procedure. A separate grievance procedure is included in Section 22.6 of this Article to cover grievances arising out of any Civil Service examination challenge up to and including the establishment of a register.

### **22.3. Suspension and Discharge.**

22.3.1 Any employee may be suspended for just cause. Before imposing the suspension, the supervisor shall advise the employee that the subject of suspension will be discussed, and that the employee may be accompanied by a representative. When the District is considering taking major disciplinary action (suspension of 5 or more workdays or discharge), it shall provide copies of all written and other relevant materials used by the District, to the employee and their representative before the scheduled pre-disciplinary meeting. The District is not precluded from considering information obtained by the District after the pre-disciplinary meeting in response to the statements made by an employee or their representative during the pre-disciplinary meeting and shall provide copies of any additional information. Upon such suspension, the supervisor shall notify the employee in writing, of the reason for and duration of the suspension. An employee ordered to leave their work for disciplinary reasons shall, before leaving the District premises, have the right to consult with their Union steward or officer.

22.3.1.1. Consultation with a Union steward or officer will not be required where the supervisor removes any employee from the premises in cases involving violence, willful destruction of property, or to prevent injury to the employee or others. The supervisor shall promptly notify the Union steward or officer of the action taken, the reasons for and duration of the suspension.

22.3.1.2. Whenever the employee is not present at their workplace when a suspension is deemed necessary, the employee and the Union shall be notified by telephone or mail within one (1) workday following the effective date of suspension. Such notice shall state the reasons for and duration of the suspension.

22.3.2. Any employee may be discharged for just cause. In all cases where the District may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. Such initial suspension shall not be for more than five (5) workdays. During such period, the District shall decide whether the suspension without pay already given is considered sufficient, or, dependent on the facts of the case, it should be extended, reduced, converted into a discharge, or that no discipline should have been given.

**22.4. Civil Service Appeal.** The employee, with or without their designated representative, shall have the right to appeal a suspension or discharge either in accordance with the Grievance Procedure by sending a completed grievance form to the Division Manager via the work unit supervisor, or in accordance with Civil Service Rule XIII, APPEALS, but in no case under both.

**22.5. Procedural Steps.**

**22.5.1. Step 1. Informal Discussion/Filing of Grievance Statement.**

22.5.1.1. The employee who has a grievance other than discrimination [as described in 22.5.1.2 below] may, with or without the assistance of a representative, discuss the matter informally with his/her immediate supervisor. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written Form PE-105, "Statement of Grievance", must be submitted to the employee's immediate supervisor within twelve (12) workdays from the initial date they knew, or reasonably could know, of the act or omission causing the grievance. If the grievance is challenging a disciplinary action, the grievance shall be filed with the supervisor of the person who took the disciplinary action within twelve (12) workdays.

22.5.1.1.1. The PE-105 shall contain the following information: (1) a statement of the grievance and all relevant facts; (2) specific provision(s) of the Memorandum of Understanding, Work Rule, Policy, Procedure or Civil Service Rule allegedly violated; and (3) the remedy sought.

22.5.1.1.2. The supervisor shall discuss the matter with the employee, the work unit supervisor, and any others who should be directly involved and attempt to arrive at a solution. The supervisor shall provide a written answer to the employee that sets forth the supervisor's rationale and decision within five (5) workdays of receipt by the supervisor of the written Form PE-105. The decision of the immediate supervisor shall be applicable only to the grievance being reviewed and considered.

**22.5.1.2. Alleged Unlawful Discrimination.**

22.5.1.2.1. If an employee is seeking redress from an action, decision, policy, or condition that they believe discriminated against them to the extent the applicable law prohibits such discrimination by reason of race, color, religious creed, sex, gender, gender identity, gender expression, transgender, family or medical leave status, pregnancy, pregnancy disability leave status, and breastfeeding, marital or domestic partnership status (registered or by affidavit), national origin, ancestry, age, physical or mental disability (including AIDS and HIV), medical condition (cancer and genetic characteristics), genetic information, sexual orientation, military and veterans status, or any other status protected by federal, state and local laws, the employee shall first discuss their complaint with their immediate supervisor; provided that an employee may alternatively discuss their complaint informally with the Diversity and Inclusion Officer. If an employee is seeking redress from an action, decision, policy or condition that they believe to be a result of union activity, then the grievance shall be filed with the Manager of Employee Relations.

22.5.1.2.2. If the grievance is not settled through informal discussion and the employee desires

further review, a completed and written Equal Employment Opportunity (EEO) Discrimination/Harassment Complaint Form must be submitted to the Diversity and Inclusion Officer within twelve (12) workdays from the initial date they knew or could reasonably have known of the act or omission causing the complaint. The complaint will be processed in accordance with the EEO Discrimination/Harassment Complaint Procedure 227. The Diversity and Inclusion Officer is the final District review level of EEO complaints. If the complaint as described in the EEO Discrimination/ Harassment Complaint Form remains unresolved, the grievant may submit the grievance directly to binding arbitration as described in Section 22.5.3.2.

22.5.1.2.3. If the discrimination is believed to be because of union membership, non-membership, or any lawful union activity, then the grievance is filed with the Manager of Employee Relations.

#### 22.5.2. Step 2. Board of Adjustment.

22.5.2.1. If the employee is not satisfied with the Step 1 written response from their immediate supervisor, the employee must submit the completed Form PE-105, "Statement of Grievance", to the Manager of Employee Relations within twelve (12) workdays of the Step 1 written response.

22.5.2.2. A Board of Adjustment meeting will be held within ten (10) workdays of the receipt of the Form PE-105 by the Manager of Employee Relations. In all grievances except those involving suspension without pay or discharge, the Board of Adjustment shall be comprised of the Division Manager and the Manager of Employee Relations or their delegate and not more than two representatives from the bargaining unit. In the case of a class action grievance that involves all Local 444 members, the Board of Adjustment shall be comprised of a Department Director and the Manager of Employee Relations or their delegate and not more than two representatives from the bargaining unit. The Manager of Employee Relations or their delegate will chair the Board of Adjustment. In all grievances that involve suspension and/or discharge, or the decision of the Division Manager, the Department Manager will replace the Division Manager. No relatives of the grievant or members of the grievant's household may sit on a Board of Adjustment for either of the parties. In addition, an individual named in a grievance resulting from a disciplinary action or alleging harassment will not be eligible to serve on the resulting Board of Adjustment, with the exception of Employee Relations staff.

22.5.2.3. The purpose of the Board of Adjustment meeting will be: 1) to review the facts of the grievance and to conduct a further investigation of the situation, if appropriate, and (2) to explore alternate methods of resolving the grievance. Unless the parties mutually agree otherwise, any majority decision reached at the Step 2 level, shall be reduced to writing within five (5) workdays and shall be final and binding. If no agreement is reached, Management's decision shall be reduced to writing within five (5) workdays.

#### 22.5.3. Step 3. Binding Arbitration.

22.5.3.1. If the grievance as described in the PE-105 in Step 1 remains unresolved, the grievant may submit the grievance to binding arbitration in accordance with the procedures set forth in Step 3.



22.5.3.2. A request for arbitration shall be in writing and addressed to the Manager of Employee Relations and must be postmarked within forty-five (45) workdays after the employee's receipt of the decision in Step 2. The request shall clearly state the issue to be arbitrated. The District, or its representative, and the employee, or their representative, shall jointly select an impartial arbitrator. If they are unable to agree upon an arbitrator, the District shall request a list of arbitrators from either the American Arbitration Association, the California State Conciliation Service or Federal Mediation and Conciliation Service. The arbitrator shall be selected as mutually agreed upon, or in accordance with applicable rules of the agency selected within twenty (20) workdays of receipt of the request for arbitration from the grievant/union. The arbitrator will be requested to hold the hearing within thirty (30) workdays of the request to arbitrate and to render a decision within sixty (60) workdays of the receipt of briefs.

22.5.3.3. The arbitrator shall limit their findings and recommendations strictly to the interpretation, application and enforcement of the provisions of this Memorandum, or the interpretation or application of rules or regulations governing personnel practices or working conditions. In cases of suspension or discharge, the arbitrator shall limit their findings and recommendations strictly to the issue of cause.

22.5.3.3.1. The arbitrator's hearing shall be formal and conducted in accordance with usual administrative practices, including recording of proceedings by certified reporter and testimony given under oath. If a transcript of the proceedings is ordered by either party, each party shall pay for its own copies.

22.5.3.3.2. The arbitrator shall in no case make any recommendations:

1. contrary to, or inconsistent with or modifying or varying in any way, the terms of the Memorandum, or the terms of rules or regulations governing personnel practices or working conditions;
2. inconsistent with the District's duties, responsibilities or obligations particularly with regard to public health and safety and including the Municipal Utility District Act or any other State or Federal law to which the District is subject;
3. concerning the grievance of any employee who has elected to process a grievance through any other appeal procedure established by the District;
4. ordering any wage increase or decrease;
5. ordering the payment of back wages for more than six (6) months prior to the date a written grievance is filed;
6. reversing, overruling, or otherwise modifying any District decision or omission except after finding (a) the District decision violated some express provision of the Memorandum or rules and regulations governing personnel practices or working conditions; or (b) the District decision or omission was under the circumstances arbitrary, capricious or discriminatory.

22.5.3.3.3. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The District shall have no obligation to compensate employees, with the

exception of the aggrieved in other than suspension or discharge cases, for time lost during arbitration proceedings, except when any employee is requested by the District to participate in such arbitration proceedings.

22.5.3.3.4. The expenses of the arbitrator shall be shared equally by the District and the Union or employee, as appropriate.

## **22.6. Procedural Steps for Limited Civil Service Examination Grievance Procedure.**

22.6.1. Step 1. The Union may file a Limited Civil Service Examination Grievance on behalf of a current employee or group of current employees by submitting a PE-105 to the Director of Human Resources within the following time limits:

22.6.1.1. Disqualification from examination - Within five (5) working days of notice of disqualification and prior to the administration of the examination.

22.6.1.2. Examination results - Within five (5) working days of notice of examination results.

22.6.1.3. Other grievances pertaining to recruitment, examination, or selection as stated in the Civil Service Rules - Within five (5) working days from the initial date they knew, or reasonably could know, of the act or omission causing the grievance.

22.6.1.3.1. The Manager of Human Resources shall provide a written answer to the union setting forth their decision and rationale within five (5) working days of receipt of the PE-105.

22.6.2. Step 2. If the union desires to appeal the Manager of Human Resources' decision, it shall notify the Manager of Human Resources in writing within five (5) working days from receipt of the Manager of Human Resources' decision, that it desires to submit the grievance as set forth in the PE-105, "Statement of Grievance" to expedited arbitration. The expedited arbitration process for Limited Civil Service Examination Grievances shall be as described below and shall be the exclusive means for the resolution of such disputes:

22.6.2.1. Selection of Arbitrator and Scheduling of Hearing. Within five (5) working days of the Union's notice to the Director of Human Resources, an impartial arbitrator shall be jointly selected by the District and union. If the parties cannot agree on an arbitrator, then the Manager of Human Resources will request a list of five (5) arbitrators from the California State Mediation and Conciliation Service and the parties shall select an arbitrator by mutual agreement or alternately striking names.

22.6.2.2. The hearing shall be held within 10 working days of the arbitrator's selection. If the arbitrator has no available date within 10 working days, another arbitrator shall be selected until an arbitrator can be found who is available within the 10 working day time limit.

22.6.2.3. Pre-Hearing Submission and Conduct of the Hearing.

22.6.2.3.1. The District and the Union shall each submit three (3) calendar days prior to the hearing a pre-hearing statement to the arbitrator, with a copy to the other party, outlining its

position and appending whatever exhibits it wishes to present.

22.6.2.3.2. Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be kept.

22.6.2.4. Decision. The arbitrator shall issue a written award within three (3) working days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two hours if the arbitrator wishes to raise additional questions. The award shall be final and binding.

22.6.2.5. Costs. The fee and expenses of the arbitrator shall be shared equally by the parties.

## **22.7. Election of Remedies.**

22.7.1. It is the intent of the parties that this Grievance Procedure shall be the exclusive remedy for the resolution of grievances as defined in Section 22.5.

22.7.2. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter through the District Complaint Procedure or the District Civil Service Procedure. Litigation or any other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to utilize this Grievance Procedure or to arbitrate the matter. This paragraph is not intended to bar an employee from pursuing any cause of action which has been established by statute.

**22.8. Waiver of Steps and Time Limits.** Except when otherwise provided, all steps of the grievance procedure shall be utilized unless a waiver of one or more steps is mutually agreed upon in writing. If the employee or the Union fails to process a grievance within specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, unless an extension of time limits is mutually agreed upon by the parties in writing. If the District fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits.

**22.9. Suspension of the Grievance Procedure.** If this Memorandum is violated by the occurrence of a strike, work stoppage, other interruption or impeding of work in violation of Article 24, no grievance shall be processed while such violation continues. The Grievance Procedure outlined herein shall not be applicable to grievances arising in the period between the termination of this Memorandum and the effective date of its successor.

## **ARTICLE 23. PERSONNEL FILES**

**23.1. Review of Employee Personnel File.** Employees shall have the right to review their personnel files (including the Department maintained supervisor's file referenced in 23.4,

except for supervisor's notes) pursuant to applicable state law. No information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such material. Medical information shall be forwarded to an employee's medical doctor upon written request.

### **23.2. Confidentiality.**

23.2.1. Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, the employee, or Union officials, in accordance with the employee's written instructions (which shall be filed in the personnel file), or as otherwise required by law (such as by subpoena).

23.2.2. In the event that a business inquirer, creditor, or other person contacts any District supervisor to obtain job reference information on any former or current District employee, the information given out shall be limited to verification of employment, length of employment, and verification of salary range if the person inquiring first states a salary in the correct range to the District.

**23.3. Disciplinary Documents.** All disciplinary documents in an employee's personnel file (with the exception of suspension letters), will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of suspension will be removed after three (3) years, at the request of the employee, if no additional written disciplinary action (warning letter or suspension) has been imposed within the three (3) year period following the initial suspension. There must be a three (3) year period without any documented disciplinary action before a suspension letter will be removed from the employee's personnel file. The District can use suspension letters against an employee until the employee has three (3) years without any disciplinary documents being placed in their personnel file.

**23.4. Counseling Memos.** Counseling memos will be removed from a supervisor's file after one (1) year. Supervisors may specify time frames shorter than one (1) year for removal of counseling letters from the supervisory file.

**23.5. Dissemination of Disciplinary Documents.** The District will provide disciplinary documents directly to employees who are present and available in the workplace. Otherwise, if the employee is not available in the workplace, the District will mail them to the employee's home address on record with the District by regular and certified mail. The District will provide the disciplinary documents to the Union's Chief Steward, President and Business Agent. If there is a change in the disciplinary action because of a settlement agreement or arbitration decision, the District will send that information to the same employees who were sent the original disciplinary document.

## **ARTICLE 24. INTERFERENCE WITH WORK**

The Union agrees to refrain from engaging in, encouraging, or condoning, either directly or indirectly, any strike, work stoppage, slow-down, sit-down, stay-away, picketing, or any other forms of interference with the operations of the District during the term of this Memorandum. The District agrees that there shall be no lock-out against employees during the life of this

Memorandum.

## **ARTICLE 25. LIMITATIONS ON DISCIPLINE**

District will not transfer an employee to another work location for disciplinary reasons.

## **ARTICLE 26. SAFETY**

**26.1. Safe Working Conditions.** Both the District and the Union agree to comply with all Federal and State health and safety laws and standards applicable to the District and shall devote every effort to ensure that all work is performed in a safe manner consistent with the requirements of the work to be performed.

**26.2. Union Members on District Committees.** The Union shall designate two (2) representatives as permanent members of the District Joint Safety Committee. The Union may select two representatives to participate on each subcommittee. The subcommittee members chosen must work on shifts that coincide with the hours that the subcommittee meets.

**26.2.1 Safety Committee.** A Joint Union-Management Safety Committee shall be established with up to two (2) Union and two (2) management representatives and shall meet on a quarterly basis.

**26.2.2 Results of Government Inspections.** The District will provide Local 444 with Cal/OSHA notices, postings, accident investigation reports, citations, hearing decisions and other documents which, by law, require the District to take action. It is understood the above sentence applies only to work areas and District employees which specifically are within the representation jurisdiction of Local 444.

**26.2.3 Accident Records.** The District will provide the Union with quarterly reports on employee job injuries and employee vehicle accidents. The District will also provide the Union with Cal/OSHA 200 Reports.

**26.2.3.1** Accident reports will be automatically removed from employees' personnel file three years from the date of issuance, provided there are no subsequent accident reports. Such accident reports will be archived in a separate file than the personnel file.

**26.3 Medical Tests on Employees.** It is understood that information pertaining to accidents or injuries is confidential. It is also understood that, where employees are exposed to carcinogens or other harmful substances which exceed the threshold limit values, medical monitoring is required. The District will produce medical monitoring records upon demand of the employee or an authorized Union representative. The District will provide other medical test information to authorized Union representatives only with the express written consent of the involved employee.

**26.4 List of Substances and Processes.** The District, in compliance with the State General Safety Orders, maintains Material Safety Data Sheets on special hazardous substances and

processes. Upon request of the Union, the District will supply it with a list of all chemicals, etc., for which it has such data sheets. Additionally, upon request, it will also provide specific Material Safety Data Sheets.

**26.5 No Smoking.** Smoking is prohibited in any District building or District vehicle. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.

## **ARTICLE 27. PROBATIONARY PERIOD**

There shall be a twelve (12) month probationary period for all newly hired employees in technical and skilled crafts job classifications. All other probationary periods shall be six months in length. For purposes of this article, the following job classifications shall be considered technical/skilled craft:

Automotive Maintenance Worker I/II/III	Hydroelectric Power Plant Operator I
Automotive Mechanic	Hydroelectric Power Plant Operator II
Carpenter	Instrument Technician
Carpentry Worker I	Instrument Worker I
Carpentry Worker II	Instrument Worker II
Carpentry Worker III	Instrument Worker III
Crane Operator	Machining & Maintenance Worker III
Electrical Worker I	Maintenance Machinist
Electrical Worker II	Maintenance Specialist I
Electrical Worker III	Maintenance Specialist II
Electrical Technician	Maintenance Specialist III
Electronic Technician	Materials Specialist
General Equipment Mechanic	Machining & Maintenance Worker I
Heavy Equipment Maintenance Worker III	Machining & Maintenance Worker II
Heavy Equipment Mechanic	Meter Mechanic I
Heavy Equipment Operator	Meter Mechanic II
Heavy Forklift Operator	Meter Mechanic/Backflow Tester
Heavy Transport Operator	Painter
HVAC Mechanic	Painter Foreman
Hydroelectric Power Plant Mechanic	Painting Worker I
Painting Worker III	Painting Worker II
Paving Crew Foreman	Treatment Plant Specialist
Pipeline Welder I	Truck Driver II
Pipeline Welder II	Wastewater Plant Operator Trainee
Pipeline Welder III	Wastewater Plant Operator I
Plant Maintenance Worker II/III	Wastewater Plant Operator II
Plant Maintenance Mechanic	Water Distribution Plumber I/II/III/IV
Meter Reader/Mechanic Foreman	Power Plant Mechanic/Operator
Senior Meter Mechanic/Backflow Tester	Senior Mechanic
Facility Specialist I/II	Facility Foreman

**ARTICLE 28. PART-TIME EMPLOYEES**

**28.1. Part-Time/Less than Full-time (Intermittent) Employees.** For purposes of defining part-time and less than full-time (intermittent) employees, a full-time position is 2080 aggregate hours in a payroll year.

28.1.1. Definition of Part-Time Employees. A Part-time employee is restricted from working more than forty percent (40%) of the hours worked by employees in equivalent full-time positions, or more than 832 hours in a payroll year, as defined in Article 8.7. Part-time employees are exempt from civil service and cannot grieve disciplinary actions or termination of their employment.

28.1.2. Part-Time Employee Benefits: Part-time employees are eligible for the following benefits:

Holidays	3.5 hours paid time for each District holiday, provided the employee works or is on authorized leave for a minimum of 16 hours in the pay period in which the holiday occurs.
Birthday Floater Holiday	3.5 hours paid time
Vacation	Prorated accruals based on hours worked in accordance with Article 15
Sick Leave	Prorated accruals based on hours worked in accordance with Article 16
State Disability Insurance (SDI)	As prescribed by the State
401k, 457 Deferred Compensation Plan	Eligible to participate (401k, 457 upon plan modification)
Work Out of Class	Eligible to work 192 hours per payroll year
Job Injury Leave	192 hours
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District once during the payroll year, before the last pay period of the payroll year.
Sick Leave Buyback	Up to 16 hours of sick leave may be converted to vacation or cash payment of up to 16 hours of sick leave, if the employee has not used more than 18 hours of sick leave in 6 months
Domestic Partners	Employees who register their domestic partner are eligible for all family emergency leaves

Transportation Subsidy	Eligible for Transportation Subsidy Program at 100% of the agreed upon amount for full time employees
------------------------	---

28.1.3. Definition of Less Than Full-Time (Intermittent) Employees.

Less than full-time (Intermittent) employees are employees who work less than full-time but one-half or more of a standard workday or workweek, or more than 1040 aggregate hours in a payroll year.

28.1.4. Less Than Full-Time Employee Benefits. Less than full-time (intermittent) employees are entitled to the following benefits:

Holiday	6 hours of paid time for each District holiday, provided that the employee works or is in an authorized leave status the day before and the day after the holiday and works a minimum of 16 hours in the pay period in which the holiday falls
Birthday Floater Holiday	6 hours paid time
Vacation	Prorated accruals based on hours worked in accordance with Article 15
Sick Leave	Prorated accruals based on hours worked in accordance with Article 16
Job Injury	360 hours
Special Leave	Prorated at 75%: <u>Jury Duty</u> : based on hours scheduled; <u>Voting Time</u> : not to exceed 2 hours, and <u>Blood Donation</u> : granted 2 hours.
State Disability Insurance (SDI)	As prescribed by State
Health Insurance	The District will contribute 75% of the District's contribution for full-time employees for less than full-time employees and their eligible dependents who participate in an approved District health plan, provided that the employees pay the remaining premium cost by payroll deduction.
Dental and Vision Insurance	District pays 75% of premium provided employees pay 25% of the composite rates by payroll deduction
Long-term Disability Insurance (LTD)	Benefit based on salary



Life Insurance	Benefit based on salary
401k, 457 Deferred Compensation Plan	Eligible to participate (401k, 457 upon plan modification)
Work Out of Class	Eligible to work 360 hours per payroll year
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District once during the payroll year, before the last pay period of the payroll year.
Sick Leave Buyback	Up to 16 hours of sick leave may be converted to vacation or cash payment of up to 16 hours of sick leave, if the employee has not used more than 18 hours of sick leave in 6 months.
Domestic Partners	Employees who register their domestic partner are eligible for all family emergency leaves and may cover their domestic partner for medical insurance, dental and vision care.
Transportation Subsidy	Eligible for participation in the Transportation Subsidy Program at the agreed upon amount for full time employees
Medical Plan Non-Dual Enrollment Incentive	Employees who receive medical insurance coverage through their spouse or partner will receive \$112.50 a month, if they elect not to be covered under the District's medical plan
Supplemental Life Insurance	Employees may purchase additional life insurance in addition to what the District offers.
Tuition Refund	Eligible to be reimbursed 75% of the tuition reimbursement benefit per fiscal year, for classes and supplies required for job-related education classes.
Supplemental Benefits Program	Eligible to participate in and receive full benefits.

**28.2. Job Share Program.** Job sharing occurs when two (2) employees equally share the work responsibilities of one (1) full-time position on a voluntary basis. The procedural guidelines, salaries, benefits, and other terms and conditions of employment governing employees who have been approved to participate in a job share agreement are set forth in the February, 1991, Job Sharing Report to the General Manager.

## ARTICLE 29. SAFETY SHOES

**29.1. Uniform Program.** Effective August 1, 1994, the District will no longer provide uniforms to bargaining unit members except as determined by the District.

**29.2. Safety Shoes.** The District shall provide a safety shoe allotment annually (effective the first day of each fiscal year) for employees in classes included in the District's safety shoe program. Employees shall procure their District provided safety shoes at District-identified vendors. Employees can visit the selected vendors and select their shoes from the vendors provided that: 1) the shoes meet the ASTM-F2412-05 or ASTM-F2413-05 safety standards and 2) the after-tax cost for the shoes (and other shoe related items, inserts, laces, etc.) does not exceed \$265.00. Costs for shoes in excess of this amount shall be paid by the employee. Safety shoes may be purchased on District work time with supervisory approval and an employee identification badge must be shown to the contract supplier to verify District employment.

29.2.1. The District-provided safety shoes for employees in the Wastewater Department shall not be allowed to be removed from the District's property because of health, safety and department work rules.

29.2.2. Employees in the Paving Raker classification and Water Distribution Plumbers assigned to the gate pot crews shall be granted a double allotment for safety shoes per year subject to the above conditions.

29.2.3. Meter Readers must purchase District approved safety walking shoes (as delineated in the work rules), in accordance with the maximum cost ceiling terms in Article 29.2.

## ARTICLE 30. JOB SITE REPORTING

**30.1. General District-Wide.** The District shall have the right to assign and reassign employees to work locations, including direct reporting to such locations, in accordance with its operational requirements.

30.1.1. The District shall continue its past practice relating to Union represented employees of accommodating individuals where possible, reasonable, economical, and operationally feasible. If a reasonable accommodation cannot be made, then the District shall provide daily job site reporting payments in accordance with Section 30.2.3 below.

30.1.2. All employees shall have a regular assigned report site. All other circumstances shall be considered job site reporting, with the following exceptions:

- a. all day training workshops or seminars;
- b. assignment to an established District reporting facility for more than 30 consecutive working days;
- c. employee-requested accommodation, in writing, to report to a site other than the

employee's regular reporting location.

This does not change the existing practices in the Pipeline Construction Division, except for (a).

### **30.2. Distribution Maintenance and Pipeline Construction Divisions.**

30.2.1. The District intends to use job site reporting for pre-scheduled pipeline installation, construction, paving projects, tract service work, and other construction installation work. In addition, other maintenance and repair work may be determined to be appropriate by the District for job site reporting. Specific projects and jobs that management has determined to be appropriate for job site reporting will be posted on appropriate District bulletin boards as soon as is reasonable and practical to do so.

30.2.2. In the Distribution Maintenance Division, crews may be assigned to job site report. Job site reporting will be rotated among crews within a Service Center as equitably as possible. Crewmembers may trade job site reporting assignments with supervisory approval.

30.2.3. The District will pay \$23.00 per workday for each employee who is authorized or required to report directly to a District job site.

30.2.4. The District will make reasonable efforts to assign crews or individuals to job sites that are adjacent to their current reporting assignments. The District will also consider individual preferences for job site location and individual hardships in any job site reporting situation.

30.2.5. Employees authorized to drive District vehicles from their houses to District job sites shall not be eligible for the above job site reporting premiums. Job site reporting premiums shall be exclusive of shift differentials and other benefits; and such premium shall not be used for computing overtime, retirement, life insurance or any other District benefit.

30.2.6. When employees drive their personal vehicle to job sites and are subsequently assigned to another work location that necessitates the employee driving their vehicle, the District will reimburse the employee in accordance with Section 7.9, for transportation from job site to job site. Employees will not be reimbursed mileage from home to a job site or from a job site to home.

30.2.7. The Union agrees to maintain records of jobs that they consider inappropriate for job site reporting and submit them to the Personnel Department on a quarterly basis. The parties agree to consult on an annual basis regarding job site reporting in order to improve the system and eliminate practices that the parties agree should be corrected.

30.2.8. There shall be no loss of time or pay while job site reporting due to inclement weather, equipment failure, or other reasons which may cause the cancellation of a job site reporting project.

## **ARTICLE 31. OTHER TERMS AND CONDITIONS**

**31.1. Term.** This Memorandum shall not be effective until acted upon by the District Board of Directors and shall remain in effect from 12:01 a.m., April 26, 2021 through April 20, 2025. If at least ninety (90) days prior to the expiration date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein, or termination of all such provisions, it shall be automatically renewed for successive periods of one (1) year.

**31.2. No Implied Waiver.** If at any time the Union or the District shall not elect to assert its rights under any provisions of this Memorandum in the event of a breach thereof, such lack of action in this respect shall not be construed as a continued waiver of any rights under the provisions of this Memorandum.

**31.3. Construction.** Except as otherwise expressly provided in this Memorandum, this Memorandum shall be interpreted in a manner consistent with the District's Employer-Employee Relations Resolution and with all written District policies and procedures.

31.3.1. It is understood and agreed that where provisions of this Memorandum make necessary the adoption, amendment or revision of District Civil Service Rules, Policy & Procedure Statements or other rules or regulations, the District will prepare proposed amendments and revisions to rules, policies or procedures to conform with the provisions of this Memorandum.

**31.4. Savings Clause and Future Negotiations.** Should any part of this Memorandum, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon any such invalidation, the District and the Union will meet and confer with reference to the parts and provisions thus invalidated.

**31.5. Future Negotiations and Amendment of Agreement.**

31.5.1. The right to present any demands or proposals, whether discussed or not in the negotiations which led to this Memorandum, is hereby waived by the District and the Union, except as provided in this Memorandum.

31.5.2. The District and the Union agree that amendment or supplement to this Memorandum may be accomplished, insofar as permitted by law, by mutual agreement of the parties.

31.5.3. During the term of this contract, the parties will exclude from this provision (31.5 "Zipper Clause") and separately negotiate any revisions to the Civil Service Rules and District Policies and Procedures not contained in this MOU.

**31.6. Successor Clause.** In the event Local 444 elects to merge with Local 2019, American Federation of State, County, and Municipal Employees, AFL-CIO during the term of this Memorandum, the District agrees to recognize the surviving union as the exclusive bargaining representative as specified in Article 1 for each of the bargaining units listed in Appendix A of this

Memorandum. Further, the terms and conditions of this Memorandum shall continue to apply only to those employees in the bargaining units formerly represented by Local 444 as specified in Appendix A and shall not be applied to employees formerly represented separately by Local 2019. Similarly, none of the terms and conditions of the Memorandum of Understanding separately negotiated between the District and Local 2019 for the bargaining units formerly represented separately by Local 2019 shall be applicable to any of the bargaining units formerly represented by Local 444.

**31.7 Transit Subsidy.** The District will provide a transportation subsidy up to a value of \$105 per month to subsidize the cost of an employee's regular commute between work and home. Public Transportation commuters receive the subsidy by Commuter Check Voucher, Commuter Check Prepaid MasterCard, Clipper or Chariot SF.



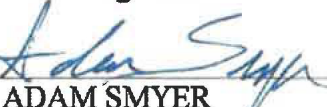



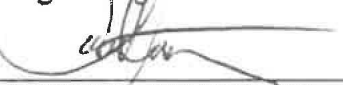




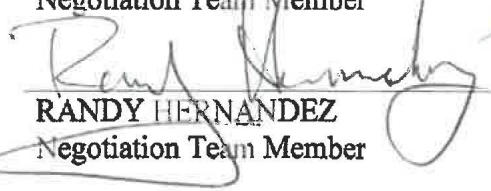
Effective July 1, 2018 the transportation subsidy value will increase by the following schedule:

- July 1, 2018 to \$125 per month
- July 1, 2019 to \$135 per month
- July 1, 2020 to \$145 per month

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract dated, on this \_\_\_ day of \_\_\_\_\_ 2022.

EAST BAY MUNICIPAL UTILITY DISTRICT

LOCAL 444 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

	3/25/2022		5/5/22
GREGORY RAMIREZ Chief Negotiator	Date	ERIC LARSEN President/Chief Negotiator	Date
	5/16/22		5/2/22
ADAM SMYER Negotiating Team Member	Date	LISA DAVIS Business Agent	Date
	4/5/2022		5/5/22
WINNIE ANDERSON Negotiating Team Member	Date	JOSEPH PANGELINAN Chief Steward	Date
	5/18/22		5/5/22
ANTONIO MARTINEZ Negotiating Team Member	Date	BRANDON BATEATTE Negotiation Team Member	Date
			5/5/2022
		TYRELL JACKSON Negotiation Team Member	Date
			5/5/22
		MICHAEL MORGAN Negotiation Team Member	Date
			5/5/22
		EDDY CHEUNG Negotiation Team Member	Date
			5/12/2
		RANDY HERNANDEZ Negotiation Team Member	Date

EDDIE

## OTHER AGREEMENTS

1. Memorandum of Understanding Orientation: District and Union will provide equal amounts of release time for officers and stewards to attend an orientation to the new MOU. The orientation will be conducted by the Union and the District.
2. Memorandum of Understanding Printing: District and Union will pay equal amounts toward the cost of printing copies of the MOUs. The District will prepare the MOU document for printing.
3. The Union and the District agree to agendize, as part of the labor/management meeting, classification concerns (place holder at monthly meetings) and insurance concerns (semi- annually in January and July).
4. The District will provide a one-time payment of \$1,000 to all represented employees actively employed by the District at the time of payment in recognition of their service to the public throughout the COVID-19 pandemic after District Board of Directors adoption of MOU in 2022 and shall be paid out after two pay periods from adoption of MOU. This provision shall be eliminated and shall not be included in any future successor agreements with the Union unless there is a mutual agreement between the parties to include such future provision.

**SUPPLEMENTAL AGREEMENT NO. 1  
ELECTRONIC METER READING (EMR)**

Recognizing the need to maintain the efficiency of District operations and to implement new technology to perform its mission, the District and Union agree that the operation of Electronic Meter Reading shall be done in a manner as to improve work quality and provide for a harmonious work environment.

- A. The District will advise and consult the Union prior to:
  - (a) Using any timing stamp, devices or code to measure the speed and/or accuracy of meter reads of any one employee or group of employees.
  - (b) Implementing revised or new standards for the safe, efficient and effective reading of meters by District employees.
- B. The District agrees to solicit and consider the comments from the Meter Reading staff during the operation of the EMR and will provide necessary training on the EMR system to insure that meter reading employees are trained and qualified to efficiently and effectively operate this equipment.
- C. Both the District and Union encourage Meter Reading employees to work in a safe manner consistent with the requirements of the work to be performed in compliance with all Federal and State health and safety laws.



**APRIL 2003**

**SIDELETTER OF AGREEMENT**  
**Between**  
**EAST BAY MUNICIPAL UTILITY DISTRICT (District)**  
**and**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL**  
**444**  
**Regarding**  
**THE EMPLOYEE COMPUTER FINANCIAL ASSISTANCE**  
**PROGRAM**

East Bay Municipal Utility District, hereinafter referred to as the District, will provide employees represented by AFSCME, Local 444, hereinafter referred to as the Union, interest-free loans up to twenty-five hundred (\$2,500) dollars for the purchase of personal computers. The parties agree that such loans will be provided to 444 represented employees in order to facilitate the development of their computer skills. The District and Local 444, agree that 444 employees will be subject to the following initial implementation criteria, as well as the Employee Computer Financial Assistance Program Guidelines previously established by the District. Further, the District and Local 444 agree that the program guidelines, the implementation and administration of the computer loan program are not subject to the meet and confer process, nor the Union's grievance procedure.

**TIMING OF PROGRAM IMPLEMENTATION AND LOAN APPROVAL**

- The Computer Loan Program will be implemented three (3) months after the execution of the 2003 contract between the District and the Union.
- Original requests for a loan will be approved within eight (8) to twelve (12) weeks after an employee submits a completed Application and Specification sheet to the Employee Services Department, depending on the number of requests.

**ELIGIBILITY**

- All regular, limited term (LT), temporary construction (TC), Intermittent and Job Share employees, provided they satisfy the District's Program guidelines, are eligible to participate in the computer loan program.
- Employees must have a 'satisfactory or meets expectations' or better on their last performance evaluation and cannot have been suspended in the twelve (12) months immediately preceding their application.

**SIDELETTER AGREEMENT - 444  
MOU COMPUTER LOAN PROGRAM**

**TERMS AND CONDITIONS**

- Employees must be currently at work in order to be eligible for the computer loan program.
- Employees must repay the loan through automatic biweekly payroll deductions, in an amount of fifty (\$50) dollars or more, in each pay period until the loan is extinguished.
- Employees who separate from the District must repay the entire outstanding loan balance, the balance to be deducted from their final paycheck.

Employees who are absent on leave without pay, must continue to make biweekly payments of the loan, during their unpaid leave of absence, in the amount agreed to in the Promissory Note and Authorization for Payroll Deduction.

**ATTACHMENT #1**

**CERTIFICATION OF SECRETARY OF UNION**

I certify that the membership dues or service charge for employees in all bargaining units is  
\$\_\_\_\_\_per\_\_\_\_\_.

Date:\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Secretary of Union

\_\_\_\_\_  
Date of Delivery to District

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**Side Letter of Understanding  
Between the  
East Bay Municipal Utility District  
and  
American Federation of State, County &  
Municipal Employees, Local 444**

**Agreed to on February 9, 2022**

The District and the Union agree that after the successor MOU is adopted by the District Board of Directors and executed by the parties, they shall meet and confer over the impacts of the District's September 30, 2021 Heavy Equipment Operator classification update.

A two and one-half percent equity adjustment to the Heavy Equipment Operator classification compensation shall be effective only upon the finalization and publication of the revised classification description by the District, i.e., not retroactive.

**For AFSCME, Local 444:**

**For EBMUD:**



Eric Larsen  
President



Winnie Anderson  
Interim Director of Human Resources



Joseph Pangelinan  
Chief Steward



Adam Smyer  
Senior Human Resources Analyst

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**Side Letter of Understanding  
Between the  
East Bay Municipal Utility District  
and  
American Federation of State, County &  
Municipal Employees, Local 444**

Employees required to report to work during the declared COVID pandemic and requiring leave due to COVID-related issues (e.g. symptomatic isolation, dependent care, close contact, quarantine, etc.) shall be granted ~~ten~~<sup>five</sup> workdays (~~eighty~~<sup>forty</sup> hours) of additional COVID leave. This leave may be taken intermittently, is retroactive to April 26th, 2021, and expires December 31, 2022. The leave may not be cashed out or carried over.

**For AFSCME, Local 444:**

**For EBMUD:**

  
Eric Larsen  
President

  
Winnie Anderson  
Interim Manager of Human Resources  
Interim Manager of Employee Relations

*Joseph Pangelinan*  
Joseph Pangelinan  
Chief Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TA'd on February 9, 2022 as part of Final Comprehensive Package

**APPENDIX A****UNITS/CLASS TITLES****AFSCME, LOCAL 444**

These lists of classifications include all Limited Term and Temporary Construction classes that are related to Local 444 represented classifications

**PARDEE/AQUEDUCT UNIT**

CARPENTRY WORKER I  
 CARPENTRY WORKER II  
 CARPENTRY WORKER III  
 CARPENTER  
 ELECTRICAL WORKER I  
 ELECTRICAL WORKER II  
 ELECTRICAL WORKER III  
 ELECTRICAL TECHNICIAN  
 GENERAL EQUIPMENT MECHANIC  
 HYDROELECTRIC POWER PLANT MECHANIC  
 HYDROELECTRIC POWER PLANT OPERATOR I  
 HYDROELECTRIC POWER PLANT OPERATOR II  
 INSTRUMENT WORKER I  
 INSTRUMENT WORKER II  
 INSTRUMENT WORKER III  
 INSTRUMENT TECHNICIAN  
 MAINTENANCE MACHINIST  
 MAINTENANCE SPECIALIST I  
 MAINTENANCE SPECIALIST II  
 MAINTENANCE SPECIALIST III  
 MATERIALS SPECIALIST  
 STOREKEEPER I  
 STOREKEEPER II  
 TREATMENT PLANT SPECIALIST

**WATER POLLUTION CONTROL OPERATING UNIT**

ELECTRICAL WORKER I  
 ELECTRICAL WORKER II  
 ELECTRICAL WORKER III

**WATER POLLUTION CONTROL OPERATING UNIT – continued**

ELECTRICAL TECHNICIAN  
GROUNDS MAINTENANCE SPECIALIST I  
GROUNDS MAINTENANCE SPECIALIST II  
HEAVY EQUIPMENT OPERATOR  
HEAVY TRANSPORT OPERATOR  
INSTRUMENT WORKER I  
INSTRUMENT WORKER II  
INSTRUMENT WORKER III  
INSTRUMENT TECHNICIAN  
JANITOR  
MATERIALS SPECIALIST  
PLANT MAINTENANCE MECHANIC  
PLANT MAINTENANCE WORKER I  
PLANT MAINTENANCE WORKER II  
PLANT MAINTENANCE WORKER III  
STOREKEEPER I  
STOREKEEPER II  
WASTEWATER PLANT OPERATOR TRAINEE  
WASTEWATER PLANT OPERATOR I  
WASTEWATER PLANT OPERATOR II

**METER READING UNIT**

METER READER

**OPERATIONS AND MAINTENANCE DIVISION UNIT**

AUTOMOTIVE MAINTENANCE WORKER I  
AUTOMOTIVE MAINTENANCE WORKER II  
AUTOMOTIVE MAINTENANCE WORKER III  
AUTOMOTIVE MECHANIC A  
AUTOMOTIVE MECHANIC B  
AUTOMOTIVE SERVICES ATTENDANT I  
AUTOMOTIVE SERVICES ATTENDANT II  
CARPENTER  
CARPENTRY WORKER I  
CARPENTRY WORKER II  
CARPENTRY WORKER III  
CONCRETE FINISHER I  
CONCRETE FINISHER II  
CRANE OPERATOR

**OPERATIONS AND MAINTENANCE DIVISION UNIT – continued**

ELECTRICAL WORKER I  
ELECTRICAL WORKER II  
ELECTRICAL WORKER III  
ELECTRICAL TECHNICIAN  
ELECTRONIC TECHNICIAN  
FACILITY SPECIALIST I  
FACILITY SPECIALIST II  
FACILITY TECHNICIAN  
FACILITY FOREMAN  
HEAVY EQUIPMENT MAINTENANCE WORKER I  
HEAVY EQUIPMENT MAINTENANCE WORKER II  
HEAVY EQUIPMENT MAINTENANCE WORKER III  
HEAVY EQUIPMENT MECHANIC  
HEAVY EQUIPMENT OPERATOR  
HEAVY FORKLIFT OPERATOR  
HEAVY TRANSPORT OPERATOR  
INSTRUMENT WORKER I  
INSTRUMENT WORKER II  
INSTRUMENT WORKER III  
INSTRUMENT TECHNICIAN  
JANITOR  
JANITOR FOREMAN  
MACHINING AND MAINTENANCE WORKER I  
MACHINING AND MAINTENANCE WORKER II  
MACHINING AND MAINTENANCE WORKER III  
MAINTENANCE MACHINIST  
METER MECHANIC I  
METER MECHANIC II  
CROSS CONNECTION SPECIALIST  
METER READER/MECHANIC  
METER READER/MECHANIC FOREMAN  
PAINTER  
PAINTER FOREMAN  
PAINTING WORKER I  
PAINTING WORKER II  
PAINTER WORKER III  
PAVING CREW FOREMAN  
PAVING RAKER A  
PAVING RAKER B  
PAVING RAKER C  
PIPELINE WELDER I  
PIPELINE WELDER II  
PIPELINE WELDER III



**OPERATIONS AND MAINTENANCE DIVISION UNIT (cont'd)**

PLANT MAINTENANCE MECHANIC  
PLANT MAINTENANCE WORKER I  
PLANT MAINTENANCE WORKER II  
PLANT MAINTENANCE WORKER III  
POWER PLANT MECHANIC/OPERATOR  
SENIOR MECHANIC  
SENIOR CROSS CONNECTION SPECIALIST  
STOREKEEPER I  
STOREKEEPER II  
TRUCK DRIVER II  
UTILITY LABORER  
WATER DISTRIBUTION CREW FOREMAN  
WATER DISTRIBUTION PLUMBER I  
WATER DISTRIBUTION PLUMBER II  
WATER DISTRIBUTION PLUMBER III  
WATER DISTRIBUTION PLUMBER IV

**LAND RESOURCES UNIT**

GROUNDS MAINTENANCE SPECIALIST I  
GROUNDS MAINTENANCE SPECIALIST II  
GARDENER FOREMAN

**EBMUD  
ALPHABETICAL SALARY SCHEDULE**

**Effective April 25, 2022**

<b>Includes Board approved changes through October 24, 2022.</b>
--

<b>Bargaining Unit</b>	<b>Probation Period*</b>	<b>Class Code</b>	<b>Class Title</b>	<b>Salary Range</b>	<b>1 Step</b>	<b>2 Step</b>	<b>3 Step</b>	<b>4 Step</b>	<b>5 Step</b>	<b>6 Step</b>
444	12	8570	Automotive Maintenance Worker I	53	0	0	6,762	7,100	7,455	7,828
444	12	8572	Automotive Maintenance Worker II	56	0	0	7,284	7,648	8,030	8,432
444	12	8568	Automotive Maintenance Worker III	58	0	0	7,649	8,031	8,433	8,855
444	12	8565	Automotive Mechanic A	60	0	0	8,031	8,433	8,855	9,298
444	12	8564	Automotive Mechanic B	62	0	0	8,445	8,867	9,310	9,775
444	6	8983	Automotive Services Attendant I	48	0	0	5,975	6,274	6,588	6,917
444	6	8981	Automotive Services Attendant II	52	0	0	6,595	6,925	7,271	7,635
444	12	8616	Carpenter	62	0	0	8,445	8,867	9,310	9,775
444	12	8615	Carpentry Worker I	50	0	0	6,274	6,588	6,917	7,263
444	12	8614	Carpentry Worker II	54	0	0	6,931	7,278	7,642	8,024
444	12	8618	Carpentry Worker III	58	0	0	7,649	8,031	8,433	8,855
444	6	8974	Concrete Finisher I	54	0	0	6,931	7,278	7,642	8,024
444	6	8836	Concrete Finisher II	58	0	0	7,649	8,031	8,433	8,855
444	12	8314	Crane Operator	62	0	0	8,445	8,867	9,310	9,775
444	12	8582	Cross-Connection Specialist	61	0	0	8,239	8,651	9,084	9,538
444	12	8636	Electrical Technician	67	0	0	9,551	10,029	10,530	11,056
444	12	8640	Electrical Worker I	51	0	0	6,430	6,752	7,090	7,445
444	12	8639	Electrical Worker II	55	0	0	7,102	7,457	7,830	8,222
444	12	8638	Electrical Worker III	59	0	0	7,841	8,233	8,645	9,077
444	12	8632	Electronic Technician	61	0	0	8,239	8,651	9,084	9,538
444	12	8707	Facility Foreman	67	0	0	9,551	10,029	10,530	11,056
444	12	8701	Facility Specialist I	55	0	0	7,102	7,457	7,830	8,222
444	12	8705	Facility Specialist II	61	0	0	8,239	8,651	9,084	9,538
444	6	8704	Facility Technician	59	0	0	7,841	8,233	8,645	9,077
444	6	7517	Gardener Foreman	64	0	0	8,870	9,314	9,780	10,269
444	12	8530	General Equipment Mechanic	62	0	0	8,445	8,867	9,310	9,775
444	6	7522	Grounds Maintenance Specialist I	48	0	0	5,975	6,274	6,588	6,917
444	6	7520	Grounds Maintenance Specialist II	52	0	0	6,595	6,925	7,271	7,635
444	6	8534	Heavy Equipment Maintenance Worker I	53	0	0	6,762	7,100	7,455	7,828
444	6	8536	Heavy Equipment Maintenance Worker II	56	0	0	7,284	7,648	8,030	8,432
444	12	8538	Heavy Equipment Maintenance Worker III	58	0	0	7,649	8,031	8,433	8,855
444	12	8526	Heavy Equipment Mechanic	62	0	0	8,445	8,867	9,310	9,775
444	12	8324	Heavy Equipment Operator	61	0	0	8,239	8,651	9,084	9,538
444	12	8315	Heavy Forklift Operator	57	0	0	7,464	7,837	8,229	8,640
444	12	8328	Heavy Transport Operator	58	0	0	7,649	8,031	8,433	8,855
444	12	8117	Hydroelectric Power Plant Mechanic	67	0	0	9,551	10,029	10,530	11,056

444	12	8119	Hydroelectric Power Plant Operator I	59	0	0	7,841	8,233	8,645	9,077
444	12	8118	Hydroelectric Power Plant Operator II	65	0	0	9,094	9,549	10,026	10,527
444	12	8838	Instrument Technician	66	0	0	9,319	9,785	10,274	10,788
444	12	8842	Instrument Worker I	53	0	0	6,762	7,100	7,455	7,828
444	12	8841	Instrument Worker II	57	0	0	7,464	7,837	8,229	8,640
444	12	8840	Instrument Worker III	61	0	0	8,239	8,651	9,084	9,538
444	6	7736	Janitor	44	0	0	5,414	5,685	5,969	6,267
444	6	7734	Janitor Foreman	52	0	0	6,595	6,925	7,271	7,635
444	NA	8994	LT Technical Trades Apprentice	44A**	0	0	5,735	6,022	6,323	0
444	12	8642	Machining & Maintenance Worker I	53	0	0	6,762	7,100	7,455	7,828
444	12	8569	Machining & Maintenance Worker II	56	0	0	7,284	7,648	8,030	8,432
444	12	8529	Machining & Maintenance Worker III	59	0	0	7,841	8,233	8,645	9,077
444	12	8527	Maintenance Machinist	66	0	0	9,319	9,785	10,274	10,788
444	12	8964	Maintenance Specialist I	52	0	0	6,595	6,925	7,271	7,635
444	12	8963	Maintenance Specialist II	56	0	0	7,284	7,648	8,030	8,432
444	12	8962	Maintenance Specialist III	62	0	0	8,445	8,867	9,310	9,775
444	12	8453	Materials Specialist	57	0	0	7,464	7,837	8,229	8,640
444	12	8585	Meter Mechanic I	49	0	0	6,125	6,431	6,753	7,091
444	12	8583	Meter Mechanic II	57	0	0	7,464	7,837	8,229	8,640
444	6	5945	Meter Reader	52	5,982	6,281	6,595	6,925	7,271	7,635
444	6	8580	Meter Reader/Mechanic	54	0	0	6,931	7,278	7,642	8,024
444	12	8579	Meter Reader/Mechanic Foreman	64	0	0	8,870	9,314	9,780	10,269
444	12	8626	Painter	60	0	0	8,031	8,433	8,855	9,298
444	12	8621	Painter Foreman	67	0	0	9,551	10,029	10,530	11,056
444	12	8630	Painting Worker I	50	0	0	6,274	6,588	6,917	7,263
444	12	8629	Painting Worker II	54	0	0	6,931	7,278	7,642	8,024
444	12	8628	Painting Worker III	58	0	0	7,649	8,031	8,433	8,855
444	12	8255	Paving Crew Foreman	67	0	0	9,551	10,029	10,530	11,056
444	6	8973	Paving Raker A	56	0	0	7,284	7,648	8,030	8,432
444	6	8991	Paving Raker B	59	0	0	7,841	8,233	8,645	9,077
444	6	8995	Paving Raker C	60	0	0	8,031	8,433	8,855	9,298
444	12	8557	Pipeline Welder I	53	0	0	6,762	7,100	7,455	7,828
444	12	8555	Pipeline Welder II	57	0	0	7,464	7,837	8,229	8,640
444	12	8553	Pipeline Welder III	63	0	0	8,658	9,091	9,546	10,023
444	12	8540	Plant Maintenance Mechanic	64	0	0	8,870	9,314	9,780	10,269
444	6	8544	Plant Maintenance Worker I	53	0	0	6,762	7,100	7,455	7,828
444	12	8546	Plant Maintenance Worker II	56	0	0	7,284	7,648	8,030	8,432
444	12	8542	Plant Maintenance Worker III	59	0	0	7,841	8,233	8,645	9,077
444	12	8125	Power Plant Mechanic/Operator	65	0	0	9,094	9,549	10,026	10,527
444	12	8587	Senior Cross Connection Specialist	65	0	0	9,094	9,549	10,026	10,527
444	12	8566	Senior Mechanic	67	0	0	9,551	10,029	10,530	11,056
444	6	8456	Storekeeper I	48	0	0	5,975	6,274	6,588	6,917
444	6	8455	Storekeeper II	54	0	0	6,931	7,278	7,642	8,024
444	12	8130	Treatment Plant Specialist	62	0	0	8,445	8,867	9,310	9,775

444	12	8334	Truck Driver II	57	0	0	7,464	7,837	8,229	8,640
444	6	8980	Utility Laborer	51	0	0	6,430	6,752	7,090	7,445
444	12	8141	Wastewater Plant Operator I	60	0	0	8,031	8,433	8,855	9,298
444	12	8140	Wastewater Plant Operator II	64	0	0	8,870	9,314	9,780	10,269
444	12	8143	Wastewater Plant Operator Trainee	56	0	0	7,284	7,648	8,030	8,432
444	6	8220	Water Distribution Crew Foreman	68	0	0	9,793	10,283	10,797	11,337
444	12	8971	Water Distribution Plumber I	51	0	0	6,430	6,752	7,090	7,445
444	12	8969	Water Distribution Plumber II	55	0	0	7,102	7,457	7,830	8,222
444	12	8970	Water Distribution Plumber III	59	0	0	7,841	8,233	8,645	9,077
444	12	8968	Water Distribution Plumber IV	63	0	0	8,658	9,091	9,546	10,023
444	12	8142	Water Reclamation Operator	66	0	0	9,319	9,785	10,274	10,788