

**MEMORANDUM OF
UNDERSTANDING**

Between

DELTA DIABLO SANITATION DISTRICT
2500 Pittsburg-Antioch Highway
Antioch, CA 94509

and the

**OPERATIONS & MAINTENANCE
REPRESENTATION UNIT
PUBLIC EMPLOYEES UNION, LOCAL ONE**

April 6, 2008 – June 30, 2015 2021

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Appendix A	Skelly Notice
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SECTION I

GENERAL TERMS AND CONDITIONS

This Memorandum of Understanding (hereinafter referred to as "MOU"), is entered into by Delta Diablo Sanitation District (hereinafter referred to as the "District"), and the Operations & Maintenance Representation Unit/Public Employees Union, Local One (hereinafter referred to as the "O&M/Local One"). This MOU between the District and the O&M/Local One is complete in itself and supersedes and replaces all previous obligations concerning the Sections covered, whether written, oral, expressed, or implied, between or concerning the employees of the District represented by the O&M/Local One, and for the effective period described herein.

The parties, for the term of this MOU, voluntarily agree to waive the obligation to negotiate with respect to any practice, subject, or matter not specifically referred to or covered in this MOU, even though such practice, subject, or matter may have been within the knowledge of the parties at the time this MOU was negotiated and signed.

SECTION I.1

TERM

All Sections in this MOU shall become effective on April 6, 2008, unless another date is provided for and shall remain in effect until June 30, 2015. Either party (District or O&M/Local One) may request that this MOU be modified by providing ten (10) days prior written notice of such request to the other, during the said 60-day period preceding the said June 30, 2015 expiration date.

SECTION I.2

MEET AND CONFER

In the event that any new practice, subject, or matter arises during the term of this MOU, and an action is proposed by either party, the other party shall be notified and shall have the right to meet and confer upon request.

Amendments and Revisions may be made during the duration of the MOU, but only by mutual agreement of the parties thereto.

It is further understood that if the parties agree to meet and confer on issues which are subject to meet and confer, this will not affect the remainder of this MOU.

SECTION I.3

SAVINGS CLAUSE

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this MOU shall not be affected and shall remain in full force and effect. In the event of invalidation of any provision of this MOU, the parties shall enter into negotiation through the Meet and Confer process, within thirty (30) days, for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION I.4 RECOGNITION

It is understood that for purposes of this MOU, the O&M/Local One Representation Unit consists of the following District employee classifications:

Collection System Worker I	Maintenance Mechanic Trainee
Collection System Worker II	Maintenance Mechanic I
Collection System Worker III	Maintenance Mechanic II
Household Hazardous Waste Technician I	Maintenance Mechanic III
Household Hazardous Waste Technician II	Operator-In-Training
Household Hazardous Waste Technician III	Operator I
Instrumentation Technician Trainee	Operator II
Instrumentation Technician I	Operator III
Instrumentation Technician II	Senior Operator
Instrumentation Technician III	Senior Operator Grade IV/V
Inventory Control Specialist	Utility Laborer
Inventory Control Technician	

New positions will be appended to this MOU.

SECTION I.5 MANAGEMENT PREROGATIVES

The O&M/Local One Unit recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

The District may make unilateral changes that do not conflict with the express terms of this MOU. The District agrees to submit such changes in writing to the O&M/Local One Unit for comment five (5) days prior to implementation.

SECTION I.6 UNIT REPRESENTATION

The O&M/Local One Unit shall furnish the District with the names of all officers immediately after designation.

The O&M/Local One Unit shall designate a member to serve as the Unit's Safety Representative of the District's facilities. Further, the O&M/Local One Unit and the District agree to cooperate in the implementation and enforcement of all safety rules and regulations per state and federal requirements.

The District shall recognize the shop steward(s) and negotiate with them in all matters relating to grievances.

The officers of the O&M/Local One Unit, in addition to their regularly assigned duties, shall be allowed to conduct O&M/Local One Unit business with the District and/or employees covered in all matters relating to this MOU, providing such

activities do not interrupt nor interfere with the work of the officers, other employees, or the District.

O&M/Local One general meetings shall be limited to no more than one (1) meeting per each three (3) month period in non-negotiating years and to no more than one (1) per month on District time during years when a new Memorandum of Understanding is being negotiated. All meeting times shall be approved by the General Manager or designee at least 72 hours before the starting time and shall not interrupt nor interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.

The O&M/Local One Executive Board shall limit their meeting time during non-negotiating years to four (4) meetings per year with the understanding that should an issue arise that requires Executive Board level discussion, that with sufficient advance notice, the District shall make every effort to allow the scheduling of an O&M/Local One Executive Board meeting. During MOU negotiating years, the executive committee shall be allowed to meet once per month, with advance scheduling approval and with a one (1) hour District time limit.

SECTION I.7 NO STRIKE – NO LOCKOUT

The purpose of this section is to insure that the Health and Safety of the public are not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee shall take part in or call any strike, work slowdown, stoppage, or concerted interruption, or impeding of work. No officer or representative of the O&M/Local One Unit shall authorize, approve, or sanction such activities. The O&M/Local One Unit shall not be liable for damages or violation by the employees of this Section if the O&M/Local One Unit does not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, the O&M/Local One Unit promptly uses its best efforts to terminate the activity.

There will be no lockout by the employer during the life of this MOU.

SECTION I.8 UNIT DUES DEDUCTIONS

Payroll deductions for membership dues shall be granted by the District only to the Union.

The following procedures shall be observed in the withholding of employee earnings:

1. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the Union to the District.
2. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the General Manager. The

voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee in accordance with paragraph (6). Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.

3. Amounts deducted and withheld by the District shall be transmitted, within a reasonable period of time after payroll, to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
4. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.
5. The Union shall file with the General Manager an indemnity statement wherein the Union shall indemnify, defend and hold the District harmless against any claim made and against any suit initiated against the District on account of check-off of Union dues or premiums for benefits. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.
6. All employees in classifications listed in the Memorandum of Understanding, who are members of the Union tendering periodic dues thirty (30) days after the District Board of Directors has approved this Memorandum of Understanding and all employees in the aforementioned Unit who thereafter become members of the Union shall, as a condition of employment, pay dues to the Union for the duration of this Memorandum of Understanding, and each year thereafter. During a period of thirty (30) days prior to December 31, in the year the Memorandum of Understanding expires, any employee who is a member of the Union in the aforementioned classifications shall have the right to withdraw from the Union and discontinue dues deduction as of the earnings period commencing December 1. Said withdrawal shall be communicated by the employee in writing to the Employee Relations Officer. An employee who is subsequently employed in a position outside of the Unit represented by the Union shall not be required to pay dues to the Union.

SECTION I.9 AGENCY SHOP

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of

the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Union.

All employees of the O&M/Local One Bargaining Unit hired by the District are, as a condition of continued employment, either required to belong to the Union; or pay to the Union an amount equal to 95% (such percentage amount to be specified by the Union to the District each January) of that which would be paid by an employee who decides to become a member of the Union at the time of employment; or in case of an employee who certifies she/he is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations execute a payroll deduction authorization for as furnished by the Union and thereby pay sums equal to Union dues, initiation fee, or service fee to United Fund.

The employee's earning must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fees checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

The Union shall notify the District in writing as to the amount of such dues uniformly required of all members of the Union. Monies withheld by the District shall be transmitted to the Treasurer of the Union at the address specified. The Union shall indemnify, defend and hold the District harmless against any claims made, and against any suit instituted against the District on account of checkoff of employee organization dues or service fees. In addition, the Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

SECTION I.10 SALARY SURVEY

The District will work with O&M/Local One to develop a salary survey philosophy and procedure by December 31, 2009. The procedure and philosophy shall include a discussion of internal equity, compaction, and scheduling of future salary surveys.

SECTION II EMPLOYMENT PRACTICES AND PROVISIONS

SECTION II.1 STATUS

The O&M/Local One Unit has three (3) types of employment status: Probationary, Regular Full Time, and Regular Part Time.

SECTION II.2 WORK PERIODS

A workday in relation to holidays, floating holidays, bereavement, military, jury duty and other authorized leaves are defined as eight-hour periods, and shall be credited at an hour per hour basis for each day allowed.

SECTION II.2.1 Day Shift (8 or 10 hour shift)

Day shifts are defined as shifts beginning from 6:00 a.m. to 8:00 a.m. and ending from 3:00 p.m. to 6:00 p.m.

SECTION II.2.2 Swing Shift

Swing shift is defined as a shift beginning from 1:00 p.m. to 4:00 p.m. and ending from 10:00 p.m. to 12:00 a.m.

SECTION II.2.3 Night Shift

Night shift is defined as a shift beginning from 11:00 p.m. to 1:00 a.m. and ending from 6:00 a.m. to 8:00 a.m.

SECTION II.2.4 12-Hour A.M. Shift

A.M. shifts are defined as shifts beginning from 7:00 a.m. and ending at 7:00 p.m.

SECTION II.2.5 12 Hour P.M. Shift

P.M. shifts are defined as shifts beginning from 7:00 p.m. and ending at 7:00 a.m.

SECTION II.2.6 Operators on Shifts

The District will assign a minimum of two Operators on all shifts for personnel safety.

SECTION II.2.7 Shift Change Notification

In the event the District changes the hours of a regular shift schedule, the employees and O&M/Local One will be provided thirty (30) days notice unless the parties agree to a lesser notice. Such notice need not be provided for Emergency and Special Shift needs.

SECTION II.3 APPOINTMENT OF RELATIVES

Members of the employee's immediate family shall not be eligible for employment to District positions which would cause one immediate family member to report directly to another and/or which, in the District's judgment, will create problems of supervision, safety, security or conflict of interest. Immediate family members are

defined as spouse, parent, sibling, child, stepchild, in-law, or grandparent. This provision shall apply to all types of employment status.

SECTION II.4 JOB DESCRIPTIONS

Each District classification has a written job description which generally describes the essential characteristics of the classification. Any changes to the job descriptions shall be subject to meet and confer prior to their implementation.

SECTION II.5 PROBATIONARY PERIOD

New employees shall serve a minimum probationary period of at least six (6) months but not more than twelve (12) months from the date of employment before obtaining regular status in that position. Employees promoted to a new position shall serve a minimum six (6) month probationary period before obtaining regular status in that position.

If an employee is discharged from employment during the employee's promotional probationary period, the employee may appeal such discharge to the extent permitted under this MOU.

SECTION II.6 ANNIVERSARY DATE

An employee's anniversary date is the date of hire, and remains the same throughout the entire term of employment.

SECTION II.7 EVALUATION DATE

Scheduled probationary evaluation date for a newly hired/promoted employee shall be six (6) months from the date of hire/promotion, unless the probationary period is extended up to a twelve (12) month period. The newly hired/promoted employee is eligible for a merit increase after successfully completing their probationary period. This date then becomes the annual evaluation date.

If an employee is unsuccessful in the new position and demoted back to the employee's former position, the date of said action will become the new date for the annual review.

SECTION II.8 ANNUAL PERFORMANCE EVALUATION

Performance evaluations will be completed annually, on or before the employee's scheduled review date, by the employee's direct supervisor, and reviewed with the employee, his/her direct supervisor, and the supervisor's direct supervisor. The performance appraisal will evaluate the employee's performance in the specific context of their job as well as their ability to work effectively within the work

environment. A development plan shall be outlined identifying specific areas for continued growth in the employee's job skills.

SECTION II.9 DENIAL OF STEP INCREASE

If an employee is denied a step increase at the scheduled annual review time, a detailed development plan will be created and agreed to by both the employee and the direct supervisor. The employee's performance will be monitored and the employee will be reviewed again at the end of six (6) months. If the step increase is again denied, the matter may then go through the appeal process, in the grievance procedure (SECTION VI.1).

SECTION II.10 TRAINING

It is the goal of the District to carry out its responsibilities with the best possible balance of effectiveness and economy. This goal can best be accomplished by helping employees develop the skills, knowledge, and understanding to perform essential tasks. The development of these skills, knowledge, and understanding is the responsibility of each employee and shall be supported by the District through a flexible program of training and development.

SECTION II.11 RECRUITMENT AND SELECTION

It is the goal of Delta Diablo Sanitation District to attract and retain competent personnel in all positions.

To enhance opportunities for career development among current employees, all vacant positions shall be posted on bulletin boards throughout the District for a minimum two (2) week period.

If at least three (3) employees apply for such position, and they are determined to be qualified and interested in the position, then the recruitment activity will be considered promotional and be filled from the internal District population. However, if less than three (3) employees apply for the position, the District may elect to promote from within the organization or may recruit from outside the organization at its discretion.

SECTION II.11.1 Examinations

An examination will be held for each vacancy to be filled. The examination may be written, oral, or a demonstration of physical ability or skills, or any combination thereof. The candidate must successfully pass each part of the examination process.

SECTION II.11.2 Rule of Three – Eligibility List

Upon completion of the Recruitment Process, an Eligibility List will be created ranking successful candidates in numeric order. The District will make its final

selection from the top three candidates on the Eligibility List. Where all qualifications are equal, and wherever practicable, District employees ranking among the top three candidates on the Eligibility List will be given first consideration for the vacant position. Factors to be considered for the final selection may include performance, sick leave usage, seniority, and California Water Environment Association grade level.

In the event a candidate declines consideration for a vacant position, their name will be removed from the Eligibility List and the following candidates moved up in rank.

When less than three (3) candidates remain on the Eligibility List, the District may abolish the list.

SECTION II.12 SEPARATION BY LAYOFF

SECTION II.12.1 Grounds for Layoff

Any employee(s) may be laid off when the position is no longer necessary, or for reasons of economy, or lack of work, or lack of funds, or if the position can be consolidated with another position, or for such reason(s) that the District and/or Board of Directors deems sufficient for abolishing the position(s).

SECTION II.12.2 Layoff Procedure

When a reduction in work force becomes necessary, layoff shall be accomplished by first determining the number of positions within each class which shall be reduced. If performance is equal, then the determining factor shall be seniority as defined in Seniority section below. An employee who is being laid off has the option of bumping to a previously held position.

SECTION II.12.3 Recall Procedure

Prior to hiring to fill a position the District will review the list of laid off employees and based on past performance, ability to perform the work and seniority, will offer the laid off employee the position. Laid off employees will be placed on a layoff list for a period of two (2) years.

SECTION II.12.4 Seniority

District seniority shall be defined as total District service with regular part-time service considered on a pro-rated basis.

SECTION II.13 DRIVING STANDARDS

Employees who drive while on District business need to maintain certain acceptable standards as defined by the California Department of Motor Vehicles and California Sanitation Risk Management Authority (CSRMA) as a condition of employment.

SECTION II.13.1 CLASS B DRIVER'S LICENSES

O&M/Local One classifications required to have and maintain Class B driver's licenses:

- Collection System Worker I
- Collection System Worker II
- Maintenance Mechanic III

The parties agree to conform to minimum federal and/or state mandated employee drug and alcohol testing.

SECTION III COMPENSATION

SECTION III.1 SALARY

SECTION III.1.1 Merit Increases

Employees shall receive a salary increase upon satisfactory completion of the probationary period and may receive a salary increase, depending upon performance, annually from the date they achieve regular full-time status until they reach the top step of the salary range. An increase may range from 0.0 - 7.5%, in increments of 2.5%. An employee performance evaluation shall be completed by the employee's immediate supervisor prior to receipt of merit increase.

In the event the performance evaluation is not completed prior to the scheduled review date due to no fault of the employee, and a merit increase is approved, the increase will be effective as of the scheduled review date.

SECTION III.1.2 Cost of Living Adjustments

The District will increase salaries the first pay period after July 1st each year from 2% up to 5.00% across the board, based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100. If the applicable CPI is lower than 2%, then the salary increase will be 2%. If the applicable CPI is greater than 5%, the salary increase will be 5%.

SECTION III.1.3 Longevity Pay

Upon completion of ten (10) years of service with the District, employees will receive 2.5% compensation above their established base range salary. Upon completion of fifteen (15) years of service employees will receive 5% compensation above their established base range salary.

SECTION III.1.4 Work in Higher Classification

In the event any classified employee is temporarily assigned to work and perform duties in a higher classification (out of class pay) or acting in the absence of a lead or supervisor (acting pay) for a period of eight (8) consecutive hours or more, the District shall pay the employee the greater of either 8% above their regular salary or the first step of the higher classification for all hours worked in the higher classification.

No cascading effect shall be allowed except in instances deemed necessary by the Department Director or designee. "Cascading effect" means multiple out of class upgrades over the same time period.

Whenever practical, approval of the Division Manager or designee is required before the employee receives the assignment. Assignments longer than three (3) consecutive days require the approval of the Department Director; assignments longer than two (2) consecutive weeks require the approval of the Deputy General Manager.

SECTION III.1.5 Shift Differential

Employees who are regularly scheduled to work day shift and work four (4) continuous hours, either before or after the normal eight (8) hour shift period, will be paid one and one-half (1-1/2) times the hourly rate plus the appropriate shift differential for the overtime hours.

Swing shift differential shall be paid in an amount of five percent (5%) above the employee's base hourly rate.

Night shift or 12-Hour P.M. shift differential shall be paid in an amount of seven percent (7%) above the employee's base hourly rate.
Time and one-half will be paid on the differential for holidays worked.

Employees working a 12-Hour A.M. shift will not receive a shift differential.

SECTION III.1.6 Senior Operator Certification Pay

Senior Operators achieving certification by the State of California of Class IV or higher shall receive Senior Operator Certification Pay at three percent (3%) of their base salaries.

SECTION III.2 OVERTIME

Employees will not normally be required to work over twelve (12) consecutive hours, except in cases of emergency. Relief from duty at the end of twelve (12) consecutive hours is subject to the availability of relief personnel.

SECTION III.2.1 Compensatory Overtime

Compensation for overtime work may, at the employee's option, be accrued as Compensatory time off credit. Compensatory time off shall be credited at the appropriate overtime rate, i.e., one and one half (1-1/2) or two (2) times the overtime hours worked to a maximum accumulation of eighty (80) and may be used only with five (5) business days advance supervisory approval (Operations), and three (3) business days advance supervisory/management approval (Maintenance, E/I shop, and Collections). A Manager/Supervisor may approve leave with less notice at their discretion. No compensatory time off requests will be allowed if they create overtime for another Operator. Employees may have a maximum of eighty (80) hours compensatory time off credit at any time. An employee may elect two (2) pay periods during the fiscal year, with two (2) weeks notice, to receive payment for accrued and unused compensatory time.

SECTION III.2.2 Holiday Overtime Pay Calculation

All holiday time, scheduled vacation, floating holidays, sick leave and compensatory time will be included as "hours worked" in the calculation of overtime (over 40 hours/week) when they occur during the employee's normally scheduled work week.

SECTION III.3 OTHER PAY

SECTION III.3.1 Call Back Pay

Employees called back to work, when not on emergency standby, shall be paid portal to portal for the time worked at the overtime rate, or shall be paid a minimum of two (2) hours at the overtime rate, whichever is greater.

For District emergencies where an employee performs work by telephonic response, the employee will be paid a minimum of one half hour per incident/event.

SECTION III.3.2 Standby Pay

A. Regularly Assigned Standby

Employees required to be on regularly scheduled standby (normally assigned weekly) shall be compensated at a weekly rate in addition to regular pay received for hours worked. The rate and process to be utilized for assigning regular standby shall be determined through a meet and confer process when it becomes apparent that regular assigned standby shall become part of District operations. If an employee is regularly assigned to be on standby for periods of less than one week, the rate shall be calculated hourly for time on standby.

B. Emergency Standby

Employees required to be on emergency standby will be compensated at the rate of one (1) hour pay for each four (4) hours on standby. This shall be in addition to any pay received for hours worked while on emergency standby.

SECTION III.3.3 Doubleback Pay

If, in a twenty-four (24) hour period, an employee is required to work two (2) shifts with eight (8) hours or less off, the employee shall be paid time and one-half for the number of hours over their first, regular shift up to a total of twelve (12) hours for both shifts and shall be paid double time for the remainder of the second shift.

SECTION III.3.4 Fatigue Time Pay

An employee shall receive fatigue time pay if he/she has 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.

If the termination of the employee's overtime shift is prior to the normal beginning of his/her regular shift, the balance of the employee's work day would be paid as fatigue time at the straight time rate of pay for those hours not worked due to fatigue. An employee who is eligible for fatigue time pay shall have a minimum of eight (8) hours off work between the time that he/she goes home and when he/she is to report back to work. After the eight (8) hour rest period, the employee shall report back to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday or compensatory time in lieu of returning to work to complete the remaining hours of the day's regular shift. Fatigue time shall be taken at the beginning of the next regularly scheduled shift and shall be calculated using the formula below.

Fatigue time shall be calculated as follows:

1. Subtract the ending time of overtime from the beginning time of the next regular shift.
2. Subtract that figure from eight (8) hours, less the lunch period, if fatigue time occurs during the employee's regular unpaid lunch period.
3. The difference is the fatigue time due to the employee.

If the termination of the employee's overtime shift occurs after the normal beginning of his/her regular shift, the employee will receive fatigue time pay at the straight time rate of pay in an amount equivalent to eight (8) hours or the hours remaining in their regular shift, whichever is less. An employee who is relieved of their duties due to fatigue shall have a minimum of eight (8) hours off work between the time that he/she goes home and when he/she is to report back to work. If, after the eight (8) hour rest period, there are work hours remaining on the employee's regular shift, the employee shall report back to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday or compensatory time in lieu of returning to work to complete the remaining hours of the day's regular shift.

Employees shall not receive fatigue time pay if:

1. Overtime is completed more than eight (8) hours prior to the start of their next regularly scheduled shift, or
2. Employee is called out within four (4) hours of the start of their next regularly scheduled shift.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

SECTION III.3.5 Meal Allowance

Employees will be reimbursed up to \$9.00 for the cost of a meal under the following circumstances:

1. When working four (4) hours or more of continuous approved overtime immediately following a regularly scheduled 8-hour shift, or
2. When receiving less than four (4) hours notice of being required to start work, or
3. When working two (2) hours or more of continuous approved overtime immediately following a regularly scheduled 12-hour shift.

SECTION IV BENEFITS

SECTION IV.1 MEDICAL COVERAGE

The District will contract with the California Public Employees Retirement System (CalPERS) to provide health benefits through CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA). The District shall provide a group health care insurance program to all eligible employees of at least two (2) choices for coverage by Health Maintenance Organizations. The District shall pay one hundred percent (100%) of the premium cost of the Health Maintenance Organization for the employee; or employee and spouse; or employee, spouse and eligible dependents; whichever represents the employee's situation.

In the event Federal or State legislation, which provides health care coverage for employees covered by this MOU, is enacted into law during the term of this MOU, and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

SECTION IV.1.1 Co-payment Reimbursement

For active employees and new hires who have accepted the District's written offer of employment as of the date of the District's change to the CalPERS group health care program, the District agrees to reimburse the employee for the difference in all co-payments between the Health Net and Kaiser health benefit plans contracted for directly by the District in fiscal year 2007/08 and the CalPERS health benefit plan. For the purpose of determining the co-pay reimbursements, employees electing

CalPERS Kaiser will receive the difference between that plan and the District's fiscal year 2007/08 Kaiser plan; employee electing CalPERS Blue Shield will receive the difference between that plan and the District's fiscal year 2007/08 Health Net plan. Reimbursements shall be made monthly based on a schedule maintained by Human Resources. Receipts for payments to be reimbursed for a given fiscal year must be submitted to Human Resources within 30 days of the end of that fiscal year.

For these employees subject to the above paragraph, the District further agrees to reimburse the employee for COBRA payments for eligible dependents from their 23rd birthday to their 25th birthday. Receipts for payments to be reimbursed for a given fiscal year must be submitted to Human Resources within 30 days of the end of that fiscal year.

Employees hired or accepting an offer of employment after the date of the District's change to the CalPERS group health care program shall pay their plan's costs for co-pays without any reimbursement by the District. These employees will also not be reimbursed any COBRA payments for dependents.

SECTION IV.1.2 Prescription Drug Reimbursement

For active employees and new hires who have accepted the District's written offer of employment as of the date of the District's change to the CalPERS group health care program, the District agrees to reimburse the employee for the difference in all prescription drug costs between the Health Net and Kaiser health benefit plans contracted for directly by the District in fiscal year 2007/08 and the CalPERS health benefit plan. For the purpose of determining the prescription drug reimbursements, employees electing CalPERS Kaiser will receive the difference between the prescription drug costs associated with that plan and the costs associated with the District's fiscal year 2007/08 Kaiser plan; employee electing CalPERS Blue Shield will receive the difference between the prescription drug costs associated with that plan and the District's fiscal year 2007/08 Health Net plan. Such reimbursements will include the up to \$4 per prescription drug that was reimbursable during fiscal year 2007/08. Reimbursements shall be made monthly based on a schedule maintained by Human Resources. Receipts for payments to be reimbursed for a given fiscal year must be submitted to Human Resources within 30 days of the end of that fiscal year.

Employees hired or accepting an offer of employment after the date of the District's change to the CalPERS group health care program shall pay their plan's costs for prescriptions without any reimbursement by the District.

SECTION IV.1.3 Medical In Lieu Payment

An employee may elect in writing to forgo medical insurance coverage through the District and receive in cash via the payroll system a monthly "in lieu" payment. Said election means that no medical benefits will be paid for by the District for employees making such an election, including spouse and dependents. The monthly in lieu payment is initially established at \$300 and will increase by \$25 per month at the

beginning of each subsequent fiscal year to a monthly maximum of \$400 for fiscal year 2011/12 and each fiscal year thereafter.

SECTION IV.2 VISION COVERAGE

The District shall provide each employee with a group vision care plan covering the employee, spouse and eligible dependents. Should an employee decline such coverage, there will be no in lieu payment by the District to the employee.

SECTION IV.3 DENTAL COVERAGE

The District shall provide each employee with dental care benefits covering the employee, spouse and eligible dependents. The plan will include a \$2,000 per year maximum amount for each calendar year. Should an employee decline such coverage, there will be no in lieu payment by the District to the employee.

SECTION IV.4 LIFE INSURANCE

The District shall provide fully paid life insurance for each employee covered under this MOU. The District shall pay for the first \$50,000 of coverage.

SECTION IV.5 LONG TERM DISABILITY INSURANCE

The District shall provide fully paid Long Term Disability (LTD) insurance for each employee covered under this MOU. Benefits are based on the actual monthly salary earned.

SECTION IV.6 SALARY CONTINUATION PROGRAM

The District offers a short term (6-month maximum, or until eligible for LTD insurance coverage) Salary Continuation Program in the event of an employee's verified work related or non-work related injury or illness. This benefit, funded through the District's Workers' Compensation Insurance dividend program, is subject to the maximum established by the Board of Directors and availability of funds. The District will furnish the O&M/Local One with a quarterly revenue, expenditure and fund balance report.

SECTION IV.7 RETIREMENT

The District provides retirement for each regular full-time, part-time, and probationary employee in the California Public Employees Retirement System (CalPERS). The program offered shall be under the CalPERS Miscellaneous 2.7% at Age 55 formula. The plan will include the following Optional Benefits: 3% Cost of Living; and Credit For Unused Sick Leave. In addition to the District's regular retirement contribution, the District will pay one hundred percent (100%) of the employee's contribution.

SECTION IV.8 RETIREE BENEFITS

The District will contract with CalPERS to provide post-retirement health benefits through the CalPERS PEMHCA program, which provides for vesting at age 50 with five (5) years of service. It is the District's intent to implement the California State Vesting Program for Retiree Health Care as regulated by Government Code 22893. All District employees hired after the implementation date of the Vesting Program will be enrolled in the Vesting Program, which provides for a fifty percent (50%) medical benefit at age 50 with 10 years of service, increasing by five percent (5%) each year thereafter up to a maximum of one hundred percent (100%) with twenty (20) years of service. Such program would become effective on the date specified by resolution by the District's Board of Directors.

Employees hired prior to the Vesting Program implementation date will be offered the option to opt into the program as soon as allowed under CalPERS regulations. Thereafter, District employees hired prior to the program implementation date will be offered the option annually to opt into the program as allowed per CalPERS regulations.

In lieu of medical insurance payments shall not be provided to retirees. Retirees relocated outside of the State of California shall have the option to receive medical coverage only through the CalPERS program. Payments shall not be made by the District to the retiree or their medical plan for medical coverage other than the coverages provided through CalPERS. No co-pay nor prescription drug reimbursements will be made to retirees by the District.

The retired employee must enroll in Medicare supplemental insurance program when they become eligible. Upon reaching Medicare eligibility, the District contributions will end immediately unless the retiree has enrolled in a Medicare supplemental insurance program.

Retired employees are responsible for their own dental, vision (if not covered by the health care plan), and life insurance coverage.

In the event Federal or State legislation, which provides health care coverage for employees covered by this MOU, is enacted into law during the term of this MOU and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

SECTION IV.9 EDUCATION/TUITION REIMBURSEMENT

The District will reimburse employees (with the exception of those on temporary status or on leave without pay) desiring to further their education for improving their on-the-job performance. Advance approval of immediate supervisor and the Human Resources Manager (or his/her designee) will be given only for those courses within the scope of the employee's employment field and current or potential District job responsibilities. The maximum tuition reimbursement shall not exceed \$3,000 each fiscal year. It is required that the employee received a passing grade of "C" or better

for all courses to qualify for the reimbursement. All reimbursements will cover actual tuition costs and textbooks, and will not include payment for travel, parking, or supplies. Attendance of courses and class work must be outside the employee's regularly scheduled work hours.

Upon termination of employment from the District for any reason other than retirement or disability, the employee must repay to the District all tuition reimbursement payments made to him/her during the preceding twelve (12) months.

SECTION IV.10 CERTIFICATE RENEWAL

The District shall reimburse employees for the cost of attaining mandatory and voluntary certification, including approved course reviews, application fees, and renewal certification costs providing the employee successfully passes the examination. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

SECTION IV.11 UNIFORMS

The District furnishes work uniforms and laundering service for operating, maintenance, and collection systems personnel. Employees issued uniforms are required to wear them during working hours. At the end of each workday, employees may either change into street clothes or change into a clean uniform to wear off the District premises.

SECTION IV.12 SAFETY SHOES

Employees who are either required or advised to wear safety shoes will be reimbursed up to \$175 toward the cost of the first pair purchased for each fiscal year.

SECTION IV.13 SAFETY GLASSES

Standard safety eyeglasses are provided to employees (one (1) pair per fiscal year maximum). Employees will only be reimbursed for the cost of basic safety prescription lenses and basic frames. Employees shall follow established District procedure to obtain safety eyeglasses. The District will replace (up to District established maximums) safety glasses damaged or broken (not lost) in the course of District business only in the event the employee has not been negligent.

SECTION IV.14 SERVICE CREDIT REINSTATEMENT

When re-employed within one (1) year of separation, employee shall have reinstated all credits accumulated, but not paid for, at time of separation. Such reinstated credits shall not include credits for the period of separation.

SECTION IV.15 EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program for each employee covered under this MOU.

SECTION IV.16 PAID HOLIDAYS

Regular full-time employees receive eleven (11) paid holidays per year (each holiday is eight (8) hours):

New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Regular part-time employees scheduled to work, and working twenty (20) or more hours per week, accrue holiday pay on a pro-rated basis which is calculated based upon the percentage of full-time worked.

Non-exempt employees who are required or authorized to work on a holiday observed by the District, will be paid at the rate of time and one-half the basic hourly salary rate for each hour worked, except as provided under SECTION III.3.3 – Doubleback Pay.

Employees whose regular work week is Monday through Friday, shall be given Friday off when the holiday falls on Saturday, or Monday off when the holiday falls on Sunday. Operations employees must comply with the Operations department "vacation fill-in guidelines" policy. If the employee is required to work on the holiday observed by the District, then the employee shall be paid at the rate of time and one-half their basic hourly rate for each hour worked, except as provided by alternative work schedules.

In addition to the holidays listed above, each employee receives twenty-four (24) hours of floating holiday each year: one established floating holiday; one in lieu of Lincoln's Birthday and one in lieu of Admission's Day. Floating holidays must be used each fiscal year or they are forfeited. If required to work on an advanced approved holiday, an employee shall be able to reschedule the floating holiday.

A floating holiday request shall be submitted a minimum of five (5) working days (Operations) or three (3) working days (all other departments) prior to the date requested and shall have signature approval of the appropriate department supervisor/manager. Approval shall be based on seniority as follows: time in service; time in grade. Supervisor/manager may approve leave with less notice at their discretion.

SECTION IV.17 VACATION

Full-time regular employees earn paid vacation time from the first pay period and may use earned vacation time after completing six (6) months of service. Vacation is accrued bi-weekly in accordance with the following schedule:

Years of Service	Annual Accrual (days)	Approximate Bi-weekly Accrual (hours)
0 through 3	10	3.077
Beginning 4th through 5th	15	4.615
Beginning 6th through 7th	16	4.923
Beginning 8th through 9th	17	5.231
Beginning 10th through 11th	18	5.538
Beginning 12th through 13th	19	5.846
Beginning 14th through 15th	20	6.154
Beginning 16th	21	6.462
Beginning 17th	22	6.769
Beginning 18th	23	7.077
Beginning 19th	24	7.385
Beginning 20 th and beyond	25	7.692

The maximum fiscal year carryover is 400 hours. The hours earned in excess of the stated maximum carryover shall be paid off as of the last pay period in the fiscal year.

SECTION IV.17.1 Annual Opportunity to Sell Vacation

An employee, who has taken a combination of 80 hours of vacation or floating holiday during the current fiscal year, is eligible to be paid for accrued vacation. Payment will be made on a regular pay date and will be calculated at the employee's regular rate (shift and other premiums will not apply).

SECTION IV.17.2 Emergency Vacation Sale

In the event of a personal emergency and the employee has not met the 80-hour minimum requirement above, an employee may request to sell accrued vacation during a fiscal year. Payment will be made on a regular pay date and will be calculated at the employee's regular rate (shift and other premiums will not apply). A request shall be made in writing to the employee's supervisor/manager, who shall make a recommendation on the request to the General Manager. Final authorization to allow or deny the payment shall be at the sole discretion of the General Manager.

SECTION IV.17.3 Scheduling

Vacation leave requests are subject to approval by the employee's immediate supervisor. Supervisors have the right to limit the number and class of employees on vacation at one time; and all vacations are subject to cancellation in cases of emergency condition at the plant or other facilities.

The "Annual Leave" preference (any combination of vacation leave, compensation and holiday time) only applies to one continuous period. Employees who desire to split their annual leave shall be entitled to select the second annual leave period only after all other employees in the section have indicated an annual leave choice. Annual leave requests shall be made by April 15 of each year and an annual leave schedule shall be posted by May 1. Vacation leave requests submitted after April 15 must be submitted for approval a minimum of five (5) working days (Operations) and three (3) working days (Maintenance, Electrical/Instrumentation, and Collections) in advance of requesting time off. Vacation requests made after April 15 shall be granted only if the desired period does not conflict with any other scheduled time off. The posted annual leave schedule will cover a 12-month period beginning May 1 of each year.

A department manager/supervisor may approve leave with less notice at their discretion.

SECTION IV.17.4 Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, "emergency vacation" may be applied for. It will be at the discretion of the department supervisor/manager to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in. Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related may qualify the individual for emergency vacation.

SECTION IV.18 SICK LEAVE

District employees are credited with 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year. Part-time employees scheduled to work twenty (20) hours or more per week accrue sick leave on a pro-rated basis. There is no limitation of the total that may be accrued, and upon retirement, unused sick leave is credited toward service time on an hour for hour basis, and is used to compute the total retirement benefit.

SECTION IV.18.1 Sick Leave Buy Back

The District has established an optional sick leave incentive program through which one time each fiscal year employees may request payment of their accrued unused sick leave hours exceeding forty (40) hours accrued during the previous program period to a maximum payback of forty (40) hours or may contribute the eligible hours to the Catastrophic Leave Bank (CLB). Program periods will be for fifty-two (52) weeks commencing with the pay period beginning closest to November 1 of each year, and ending with the pay period closest to October 31, with sick leave incentive payments made before the end of the calendar year. Employees not desiring participation in this program will continue to have all unused sick leave accrued for future use.

To be eligible, an employee shall be on active payroll status for the full twelve (12) months preceding the October 31 cut-off date. As this program is not pro-rated, an employee who terminates during the year is not eligible to participate in the program.

SECTION IV.18.2 Usage

Sick leave is to be used only in the case of real sickness, disability, medical or dental care for the employee or to attend to the health needs of an immediate family member. Immediate family members are defined as parents, grandparents, spouse, domestic partner, children, step children, foster children and siblings. If all accumulated sick leave is used, use of earned vacation time as sick leave will be considered on a case-by-case basis, and will require supervisor's approval. Probationary employees are eligible to use earned sick leave as required.

SECTION IV.18.3 Notification

Employees are required to give notification of being unable to report to work because of illness, at least one (1) hour prior to the day shift on normal work days, two (2) hours prior to holidays, weekends and Swing Shift, and four (4) hours prior to Night Shift. This notification is to be given to the employee's immediate supervisor. If the immediate supervisor is not available, then the notice shall follow the chain of command. Employees who are out of work due to a prolonged illness are required to contact their direct supervisor on a weekly basis providing status report on current condition.

In the event of an emergency, employees are to notify the District as soon as possible if they are unable to report to work. Failure to comply with the above will result in the denial of sick leave pay for the day on which notice is not given. Such denial does not preclude the District from taking further disciplinary action in the case of abuse of the sick leave benefit.

SECTION IV.18.4 Doctor's Release

If absence due to illness or injury exceeds five (5) scheduled working days, the District may, through the Human Resources Office, require a doctor's release upon the employee's return to work, however, the District may, after consultation with the employee and with advance written notice, require a doctor's release to return to work for any sick leave time taken.

In cases where the District has cause to believe it would be in the employee's best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee's treating physician or the District's Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical doctor for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

SECTION IV.18.5 Abuse

If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the Human Resources Manager and presented to the employee by the supervisor. The employee may request the presence of the Shop Steward. For the purpose of determining abuse, use of up to one-half of an employee's annual sick leave accrual to care for the employee's parent(s), children, and/or spouse may not be considered as long as such use is recorded on the employee's official time sheet used for payroll purposes. The employee shall be notified in writing that he/she will be required to provide a doctor's release as outlined in SECTION IV.18.4, for any additional sick leave. This requirement, once invoked, will remain in effect for a period of six (6) months. At the end of the six month period, the employee and his/her immediate supervisor and the Human Resources Manager will review the employee's sick leave record and decide if the requirement should be continued or discontinued. In any case, the employee shall receive a written notice outlining the decision. Failure of an employee to provide a doctor's release when required under these terms may result in a loss of pay for the day(s) or time in question.

SECTION IV.18.6 Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee's immediate supervisor or higher level manager, the Human Resources Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of normal duties. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District will require the disabled employee to provide the Human Resources Manager with the treating physician's statement of work restriction (s) or a status report specifying the employee's anticipated date of return to modified or full duty.

The Human Resources Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. The General Manager or designee shall be the sole judge of what constitutes reasonable accommodation for modified duty based on a case by case evaluation of such factors as the nature of the employee's disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability, and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee shall be compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either

accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District reserves the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation on modified duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse, or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

SECTION IV.18.7 Immunizations

The District shall pay for all District required immunizations of employees.

SECTION IV.19 PAID AND UNPAID LEAVES

SECTION IV.19.1 Personal Leave of Absence

A personal leave of absence for compelling reasons may be granted for up to four (4) months. The written request must be made in advance of the desired leave date and must contain the reason for the leave and the length of time being requested. The decision to grant or not grant a personal leave of absence by the General Manager shall be final and not subject to the grievance procedure.

Upon return to work from a personal leave of absence, the District will reinstate the employee in the same or a similar position. Failure to return to work on the next scheduled workday following the expiration of a leave of absence may result in termination.

An employee on a personal leave of absence may continue insurance coverage at their expense. If an employee elects to drop medical insurance during a leave, the employee may have to be accepted for reinstatement by the insurance carrier.

SECTION IV.19.2 Jury Duty

Jury duty or court witness obligations are civic responsibilities that the District supports. Any regular employee who is subpoenaed for District related activities to appear in court on matters to which he/she is not a party or is subpoenaed for jury duty during working hours shall receive a leave of absence with pay for such time, provided that the employee reports to work on any day(s) the employee is released from service at a time when it is feasible to report to work and that the employee reimburses the District in the amount of any witness fee received for such appearances or jury duty pay other than mileage allowance. An employee who desires to retain all fees received may elect to use vacation or compensatory time accruals in lieu of a leave of absence with pay.

The employee shall submit to his/her immediate supervisor a completed leave request form, with appropriate documentation that indicates the anticipated day(s) required

for attendance. A copy of the leave request form must be attached to the employee's time sheet for payment.

SECTION IV.19.3 Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive a leave of absence with pay not to exceed twenty-four (24) hours that shall not be charged against other leave credits. In the event of verified out-of-state travel, employees shall be granted up to forty (40) hours off work.

Immediate family includes the employee's spouse and the employee's or spouse's, child, siblings, parents, grandparents, aunt or uncle.

Employees must secure verbal approval from the immediate supervisor prior to the requested leave and must submit a leave request form, for approval, either prior to the requested leave date(s), or within three working days following the employee's return to work. A copy of the approved leave request must be attached to the employee's time sheet for payment.

With approval of the supervisor or higher level manager, vacation, administrative leave, compensatory leave, or time off without pay may be used to attend the funeral of other family members or close friends.

SECTION IV.20 CATASTROPHIC LEAVE BANK

The District agrees to establish a Catastrophic Leave Bank (CLB) to assist employees who have exhausted accrued leave time due to a serious catastrophic illness or injury to the employee or the employee's spouse or child. The CLB will allow other District employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition. The program also allows the District Board of Directors to contribute hours donated to the CLB by employees terminating their employment with the District that would otherwise revert back to the District.

SECTION IV.20.1 Eligibility

To be eligible for this benefit, the receiving employee must: (1) Be a regular full-time employee who has passed his/her initial District probationary period, (2) Have sustained a life threatening or debilitating illness, injury or condition, to the employee or employee's spouse or child which may require confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be injured such that he/she is unable to return to work for at least thirty (30) days, and (5) Have applied for a Leave of Absence Without Pay for medical reasons if it affects the employee.

SECTION IV.20.2 Benefits

Accrued vacation and compensatory time off hours donated by other employees, and hours donated by the District Board of Directors, will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three (3) months.

However, if approved by the Department Head and the General Manager, the total leave credits may be extended on a case by case basis to a total of six (6) months.

Guidelines for Donating Leave Credits to the Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial District probationary period.
- b. Time donated will be converted from vacation and compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. Up to a maximum of forty (40) hours will be donated to the CLB by the Board from an employee who is resigning or terminating employment with Delta Diablo Sanitation District, and who has available leave time that will not be paid off or converted to other forms of compensation. The General Manager is hereby authorized to transfer up to forty (40) hours of leave time to the CLB from any employee who resigns and leaves time with the District. These hours shall be transferred on an hour-for-hour basis up to a maximum of forty (40) hours.
- d. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours per year. The total leave credits received by the employee shall not normally exceed three (3) months; however, if approved by the Department Director, the General Manager may approve an extension to six (6) months total time.
- e. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours which would reduce his/her vacation balance to less than forty (40) hours.
- f. The use of donated leave hours will be in consecutive one (1) shift increments (i.e., eight (8) hours for a full-time employee working five (5) eight-hour days/week).
- g. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- h. Under all circumstances, time donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from District service.
- i. Payment for unused sick leave at the time of termination of employment shall be in accordance with current procedures.

- j. In accordance with IRS Ruling 90-20, leave transferred under such arrangements will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.
- k. The donation process shall be accomplished on a confidential basis between the employee making the donation and the District.

SECTION IV.21 FLEXIBLE SPENDING PLANS

The District offers three plans that allow an employee to set aside pre-tax dollars in a special account to pay out-of-pocket expenses.

Open enrollment occurs every December and employee may enroll in any or all of these programs. Additional information is available from the Human Resources Office.

SECTION IV.21.1 Medical Premium Reimbursement Plan (MedPremium)

To assist those employees who are contributing their own funds to meet medical/vision or dental insurance premium costs, this plan allows an employee to use pre-tax dollars to fund this expense.

SECTION IV.21.2 Flexible Spending Account (MedPlus)

To assist employees who incur eligible medical expenses for deductibles/co-payments, or for employees who incur eligible medical/dental/vision care expenses for procedures/costs not covered by the District's insurance plans, this program allows an employee to use pre-tax dollars to fund these expenses.

SECTION IV.21.3 Dependent Care Spending Plan (DepCare)

To assist employees who incur expenses for eligible child or elder care, this plan allows an employee to use pre-tax dollars to fund these expenses.

SECTION V DISCIPLINARY PROCEDURE

SECTION V.1 DISCIPLINARY ACTION

The District's disciplinary procedure is intended to advise the employee of less than satisfactory or substandard behavior or actions on the job, and is intended to be used by the employee to make whatever improvements that are required to bring the employee up to the job standards. The District will normally use progressive steps as follows: verbal warnings, written reprimand, suspension, demotion, and/or termination.

The degree to which disciplinary action will be carried out is governed by the severity of the infraction.

Grounds for discipline, up to and including termination, may include but are not limited to the following:

1. Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
2. Possession, distribution, sale, use, or where performance of duties is impaired by alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
3. Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
4. Falsifying, making erroneous entries or material omissions on District records.
5. Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
6. Willful destruction, damage and/or misuse of property of the District, another employee, or a District visitor.
7. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
8. Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
9. Violation of established District codes, policies, procedures, rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
10. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
11. Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive business days.
12. Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
13. Smoking in prohibited areas.
14. Engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding

The employee has the right of representation by a designated union representative during all phases of disciplinary procedures.

If a regular employee feels he has been unjustly suspended, demoted or discharged, he or she shall have the right to appeal his or her case through the grievance procedure (SECTION VI.1, Step 3). Such appeal must be filed with the General Manager by the Union in writing within seven (7) working days from the date of suspension, demotion or discharge and unless so filed the right of appeal is lost.

SECTION V.2

DISMISSAL, SUSPENSION, OR DEMOTION

During the employee's probationary period, a newly hired employee to the District may be dismissed without the right of appeal. During the probationary period of a District employee who has been promoted or moved to a lateral position, an employee may be demoted/returned to the previously held position without the right of appeal.

In the event the District intends to: (1) discharge an employee, (2) impose a suspension without pay, (3) demote an employee, or (4) reduce an employee's pay, the District shall, if the employee has completed the original probationary period with the District, utilize the following procedure:

1. The employee and the employee's union representative shall be given notice in writing of the proposed disciplinary action not less than five (5) working days prior to the effective date of the action. The exception to such advance notification would be for immediate suspensions due to egregious actions such as violent or threatening behavior, in which case notification of the employee's union representative would be made as soon thereafter as practical. The notice shall set forth the reasons for the action and shall be accompanied by copies of written materials, if any, upon which the action is based. The notice must advise the employee of his or her right to respond to the charges either orally or in writing. The notice must advise the employee of his or her right to representation if he or she elects to respond.
2. Prior to the effective date of the disciplinary action, the employee may request and, if so, shall be granted an informal hearing to discuss the proposed disciplinary action. The informal hearing shall be conducted by the authority who may impose the discipline. The employee or his or her representative will be given the opportunity to respond to the proposed charges and make final comments regarding the proposed action. The employee may be represented by an officially recognized bargaining unit representative.
3. The person who conducted the informal hearing will promptly prepare an action letter which should include the final findings of fact and the discipline imposed. The person conducting the informal hearing will, at the end of the informal hearing, advise the employee as to when the action letter will be issued. If the action letter is not to be issued within two (2) working days, the employee will be advised as to the reason why. The letter should include a statement that the employee may appeal the action consistent with the provisions of the MOU. An appeal to an action letter will be made according to Step 3 of the grievance procedure.

See Appendix A - Skelly Notice.

SECTION V.3

PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning which is placed in the employee's personnel file may submit a written response thereto and have such response placed in the employee's personnel file.

SECTION VI

GRIEVANCES

SECTION VI.1

GRIEVANCE PROCEDURE

Purpose	It is the intent of the parties to this MOU to diminish causes of grievances and to settle any which arise at the lowest practical level of supervision and as fairly and promptly as possible.
Grievance	A grievance shall be defined as any dispute arising between Local One and the District during the term of the MOU which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum.
Hearing	Hearings under this procedure shall be held between the hours of 9:00 a.m. and 3:00 p.m. Only parties to the grievance, their authorized representatives (limited to two), and the persons designated by the District's Human Resources Manager to conduct the hearing, may be present. No formal rules of evidence shall be applicable.
Step 1.	The aggrieved employee or Union shall orally present the grievance to their most immediate supervisor, who is not in the Representation Unit within fifteen (15) working days following the occurrence of the events on which the grievance is based. The supervisor shall give a written response within five (5) working days of the date of presentation of the grievance.
Step 2.	If such grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, dated and signed by each aggrieved employee and presented to the employee's Department Director within fifteen (15) working days after Step 1 supervisor's written

response is given. The Department Director shall meet with the grievant and grievant's representative within five (5) working days after receipt of the written grievance. The Department Director shall give a written response to the grievant within five (5) working days following the meeting.

Step 3.

In the event the Union and the District are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined) which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted within fifteen (15) days to an Adjustment Board comprised of three (3) employee representatives appointed by Local One and three (3) representatives of the District appointed by the District. The Union shall be an indispensable party to any grievance which is submitted to the Adjustment Board.

No Adjustment Board shall entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, may be referred for grievance under this Section; and no Adjustment Board shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding of interpretations thereof will be recognized unless agreed to by the General Manager and the Union.

Decisions of Adjustment Board on matters properly before them shall be final and binding on the parties hereto.

The Adjustment Board shall render a written decision. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the District may request that the grievance be referred to the General Manager at Step 4.

Step 4.

If the grievance is unresolved at Step 3 either party may, within fifteen (15) working days of receipt of the written decision, refer the matter, in writing, to the General Manager (Employee Relations Officer). Local One may make a verbal and/or written presentation to the General Manager. After investigating the matter with appropriate personnel and taking the matter into consideration, the

General Manager/designee shall render a written decision within fifteen (15) working days after the final meeting regarding the matter.

- Step 5. If the decision of the General Manager/designee does not resolve the grievance to the satisfaction of the grievant, the Union may file a request, in writing, to the Secretary of the Board, within fifteen (15) days of receipt of the General Manager's decision. The Secretary shall calendar the meeting in keeping with established guidelines for calendaring an agenda item.

The Board, or Board's designated hearing representative, shall have access to all written statements and documents relevant to the grievance. Each party shall be entitled to call witnesses and District employees will be made available in the event their testimony is required. The Board, or Board's designee, shall render a decision no later than the next regular Board meeting after the conclusion of the testimony. Such decision shall be put in writing by the Board's secretary and shall be final and binding on both parties.

SECTION VI.2 MISCELLANEOUS PROVISIONS

1. The Human Resources Office shall act as a central repository for all grievance records. The O&M/Local One Secretary will act as a central repository for all grievance records for the O&M/Local One.
2. Time limits may be extended by mutual agreement in writing or by the General Manager where a written request for such extension is submitted prior to the expiration of the applicable time period.
3. A grievant may be represented by another employee from Step 1 of the grievance procedure. No grievant shall, at any stage of the grievance procedure, be required to meet regarding the grievance with any supervisor or manager regarding the grievance without benefit of representation. However in order for the spirit of this grievance policy to work informally and effectively, attorneys may not be involved prior to Step 3 of the grievance procedure. The Union shall notify the District if legal representation shall be present at Step 3 and thereafter.
4. The grievant and his/her representative (when District employee) shall be considered on paid status during meetings with District representatives regarding the grievance matter that take place during the grievant's regularly scheduled work hours.
5. In certain grievances, the first and/or second steps may be deleted if the grievance arises out an action by an authority above the level of the grievant's supervisor. However, such grievances will begin at a level no higher than Step 3 of this grievance procedure.
6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time allotted, had the

decisions been given. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance. Failure at Steps 1 and 2 by the District to give a written response on a grievance within the specified time limits shall be deemed as if a favorable decision had been given to the grievance.

7. All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

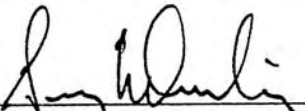
SECTION VII

APPROVALS

SIGNATURES OF APPROVAL – Delta Diablo Sanitation District

Date: April 3, 2008


Nancy Parent, Chair, Board of Directors

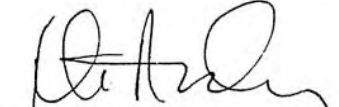

Gary W. Darling, General Manager



Kerry Yoshitomi, Deputy General Manager

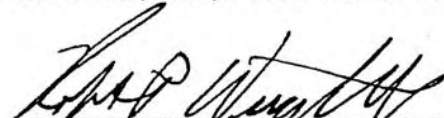

Karen S. Ustin, Business Services Director


SIGNATURES OF APPROVAL – O&M/Local One

Date: April 3, 2008


Karen Anthony, Public Employees Union, Local One


Ron Bielski, Chair, O&M/Local One Bargaining Unit


Rob Wright, Vice Chair, O&M/Local One Bargaining Unit


Chip Cain, Secretary, O&M/Local One Bargaining Unit

Appendix A

DELTA DIABLO SANITATION DISTRICT
NOTICE OF PROPOSED ACTION
(SKELLY NOTICE)

To: NAME _____

CLASSIFICATION _____

DEPARTMENT _____

This notice is to inform you of the District's intent to take the following action:

(1) _____

(2) The following constitutes the charges or grounds for this action:

(3) All written materials, reports and documents upon which this action is based are available for your review.

(4) You have the right to respond to this notice either orally or in writing (or both) to the undersigned, within seven (7) calendar days of the issuance of this notice. Any response you make will be considered prior to taking final action.

(5) In view of the seriousness of the charges you are suspended with pay pending your response to this notice and a final determination as to the action to be taken.

Date

Manager/Supervisor

Human Resources Manager

Employee Relations Officer

I acknowledge receipt of this document:

Date

cc: Employee
District Employee Relations Officer
Department Manager
Personnel file

SIDE LETTER AGREEMENT

Effective July 1, 2010, the Memorandum of Understanding (MOU) between the Delta Diablo Sanitation District and the Operations and Maintenance Representation Unit/Public Employees Union, Local One shall be amended by the following provisions:

Section IV.7.1 – Retiree Health Funding Plan:

This section is added to provide for employee contributions to the District's other-post employment benefits trust fund:

Employees' salary from the District will be deducted and contributed to the District's OPEB trust fund, in the amount, and at the time and manner, described under the Delta Diablo Sanitation District Retiree Health Funding Plan. Contribution of the deductions to the OPEB trust fund are, however, conditioned on the District's receipt of a CalPERS determination that the contributions would constitute "compensation earnable" for purposes of determining the employees' pension benefits under CalPERS. Unless and until the District receives that CalPERS determination: (1) the deductions from employees' salary will continue in the same amount, but will instead be contributed to the CalPERS retirement trust fund as pre-tax member contributions, (2) such member contributions will offset (and therefore reduce) the amounts contributed to the CalPERS retirement trust fund by the District as employer-paid member contributions under Section IV.7 of this MOU, and (3) the District will contribute to the OPEB trust fund, from the District's general assets, an amount equal to the amounts deducted from employees' salary for contribution to the CalPERS retirement trust fund. Upon the District's receipt of the aforementioned CalPERS determination, the preceding sentence will cease to apply, and the employees' salary deductions on or after that date will be contributed to the OPEB trust fund.

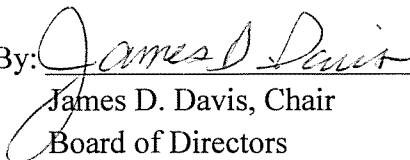
Section I.1 – Term:

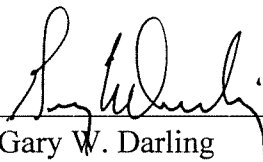
This section is amended to extend the current MOU by three years, making the next expiration date June 30, 2018.

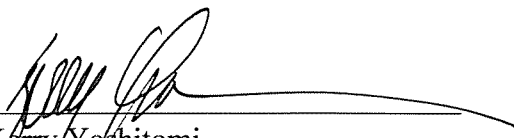
Signatures of Approval:

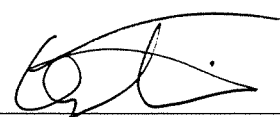
DELTA DIABLO SANITATION DISTRICT

Date: July 14, 2010

By: 
James D. Davis, Chair
Board of Directors

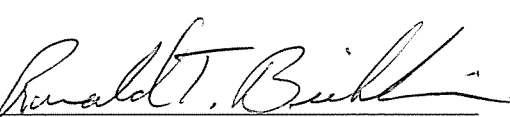
By: 
Gary W. Darling
General Manager

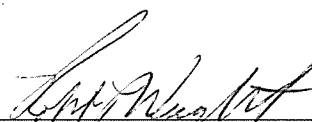
By: 
Kerry Yoshitomi
Deputy General Manager

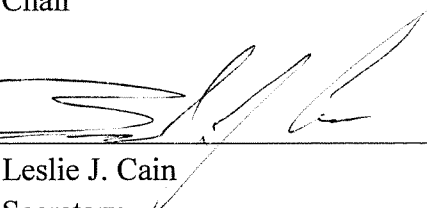
By: 
Karen S. Ustin
Business Services Director

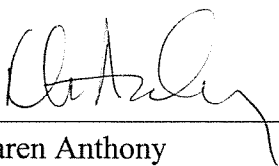
OPERATIONS AND MAINTENANCE REPRESENTATION UNIT/PEU LOCAL ONE

Date: July 14, 2010

By: 
Ronald T. Bielski
Chair

By: 
Robert P. Wright
Vice Chair

By: 
Leslie J. Cain
Secretary

By: 
Karen Anthony
Public Employees Union, Local One

SIDE LETTER AGREEMENT

Effective November 9, 2011, the Memorandum of Understanding (MOU) between the Delta Diablo Sanitation District and the Operations and Maintenance Representation Unit/Public Employees Union, Local One shall be amended by the following provisions:

SECTION IV.7 – RETIREMENT

This section is replaced with the following language:

The District provides retirement benefits for each regular full, part time, and probationary employee in the California Public Employees Retirement System (CalPERS).

Tier I - Employees hired on or before June 30, 2012

The benefits offered shall be under the CalPERS Miscellaneous 2.7% at Age 55 formula. The plan will include all benefits contracted for with CalPERS effective June 20, 2004 and any subsequent changes prior to the effective date of this MOU Side Letter. In addition to the District's regular retirement contribution, the District will pay one hundred percent (100%) of the CalPERS defined Employee's Contribution (CDEC) of 8% until the first full payroll period in fiscal year 2013/14, at which time each Tier I employee will begin paying through regular payroll deductions 1% of the employee's PERSable compensation, or 1/8th of the CDEC. The employee will pay an additional 1% of PERSable compensation beginning with the first full payroll period of each fiscal year thereafter, until the employee is paying the full 8% CDEC beginning in fiscal year 2020/21.

Beginning with the first full payroll period of the 2014/2015 fiscal year, the District will provide matching contributions on each employee's voluntary salary deferrals. For this purpose, "voluntary salary deferrals" means all amounts deducted from the employee's salary at his or her election and contributed to the employee's account under one or both of the District's defined-contribution retirement plans, the 457(b) plan and 401(a) plan. For each payroll period, matching contributions will be deposited in the employee's 457(b) or 401(a) account as soon as administratively practicable after the corresponding voluntary salary deferral for that payroll period is deducted from the employee's salary. In addition, each employee may elect, at the time and in the manner determined by

the District, to allocate his or her matching contributions to either the 401(a) plan or the 457(b) plan, or a combination of both, regardless of which plan the corresponding voluntary salary deferrals are contributed to. For each fiscal year, the District's matching contribution will equal 100% of each employee's voluntary salary deferrals for the fiscal year, up to the lesser of (1) the maximum amount permitted by applicable law, or (2) a percentage, set out under the following table, of the employee's PERSable compensation for the fiscal year:

<i>Fiscal Year</i>	<i>Percentage Limit on District Match</i>
2014/15	1% of PERSable compensation
2015/16	1% of PERSable compensation
2016/17	2% of PERSable compensation
2017/18	2% of PERSable compensation
2018/19	3% of PERSable compensation
2019/20	3% of PERSable compensation
2020/21 and thereafter	4% of PERSable compensation

Each percentage limit above applies to matching contributions made for the period beginning with the first full payroll period of the relevant fiscal year, through and including the last payroll period which begins in that fiscal year (whether ending in that or the next fiscal year).

Tier II – Employees hired on or after July 1, 2012

The benefits offered shall be under the CalPERS Miscellaneous 2.0% at Age 55 formula. With the exception of the different formula, the plan will include the same retirement benefits as Tier I. Employees hired under the Tier II retirement program shall pay the full 7% CDEC through regular payroll deductions. The District will provide matching contributions under the same terms and conditions as Tier I employees, except that (1) the percentage limit on matching contributions for all fiscal years will be 3.5% of PERSable compensation, and (2) all matching contributions will be made to the 401(a) plan.

Provisions applicable to Tier I and Tier II employees

If, after the effective date of this MOU Side Letter, legislative actions and/or a vote of the people causes a reduction in permissible retirement benefits for either Tier I and/or Tier II employees under the CalPERS plans outlined above, any

payroll deductions for the CDEC shall cease as well as any District match of employees' voluntary salary deferrals. The District and the representatives from the District Bargaining Units will meet and confer within 30 days of the enactment of any statutory changes reducing retirement benefits to address such reduced benefits and discuss potential changes to this MOU.

SECTION 1.1 – TERM

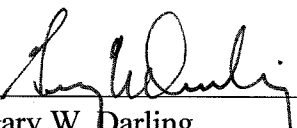
This section is amended to extend the current MOU by three years to June 30, 2021.

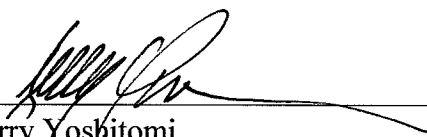
Signatures of Approval:

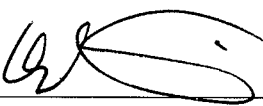
DELTA DIABLO SANITATION DISTRICT

Date: November 14, 2011

By: 
Nancy Parent, Chair
Board of Directors

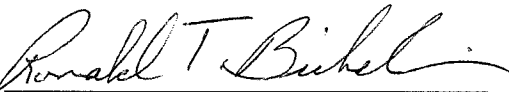
By: 
Gary W. Darling
General Manager


By: 
Kerry Yoshitomi
Deputy General Manager

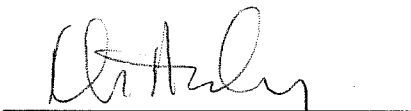
By: 
Karen S. Ustin
Business Services Director

OPERATIONS AND MAINTENANCE REPRESENTATION UNIT/PEU LOCAL ONE

Date: November 14, 2011

By: 
Ronald T. Bielski
Chair

By: 
Robert P. Wright
Vice Chair

By: 
Karen Anthony
Public Employees Union, Local One

SIDE LETTER AGREEMENT

Effective December 9, 2012, the Memorandum of Understanding between the Delta Diablo Sanitation District and the Operations and Maintenance Representation Unit/Public Employees Union, Local One shall be amended by the following provisions:

SECTION I.4

RECOGNITION

The employee classification of Inventory Control Specialist is replaced with the classification of Warehouse Specialist, and the classification of Inventory Control Technician is replaced with the classification of Warehouse Technician.

SECTION II.13.1

CLASS B DRIVER'S LICENSES

This section is amended to include the following position classifications:

Collection System Worker III

Utility Laborer*

*Applies to individuals hired into this classification on or after January 1, 2013

SECTION IV.7

RETIREMENT

In order to conform with the applicable requirements of the California Public Employees' Pension Reform Act of 2013 (AB 340), Section IV.7 is amended by deleting the current subsection entitled "Tier II – Employees hired on or after July 1, 2012" in its entirety, and inserting the following new provisions to the end of Section IV.7:

Tier II – Employees hired from July 1, 2012 through December 31, 2012; and, employees hired on or after January 1, 2013 who are not “new members” of a public retirement system as defined by AB 340

The benefits offered shall be under the CalPERS Miscellaneous 2.0% at Age 55 formula. With the exception of the different formula, the plan will include the same retirement benefits as Tier I. Employees hired under the Tier II retirement program shall pay the full 7% CalPERS Determined Employee Contribution (CDEC) through regular payroll deductions. The District will provide matching contributions under the same terms and conditions as Tier I employees, except that (1) the percentage limit on matching contributions for all fiscal years will be 3.5% of PERSable compensation, and (2) all matching contributions will be made to the 401(a) plan.

Tier III – Employees hired on or after January 1, 2013 who are “new members” of a public retirement system as defined by AB 340

The benefits offered shall be under the newly established CalPERS Miscellaneous 2.0% at 62 formula (or as also known the 2.5% at 67 formula) under AB 340, and the benefits will be determined in accordance with all of the applicable requirements of AB 340. To the extent permitted by AB 340, the plan will otherwise include the same retirement benefits as Tier II. To fund their CalPERS benefits, employees under the Tier III retirement program shall pay the full CDEC through regular payroll deductions. The District will provide matching contributions to Tier III employees' accounts under the 401(a) plan for employee contributions into their deferred compensation plans (457(b) and/or 401(a)), but only up to one-half of the employees' required CDEC deduction.

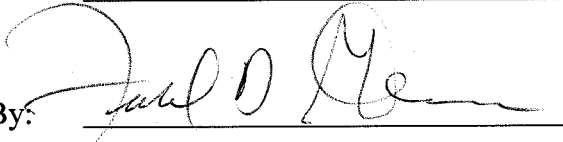
Benefits under this Tier III plan will apply to employees hired on or after January 1, 2013 who are new members, and to any employee hired before 2013 who becomes a new member on or after January 1, 2013. For these purposes, new member is defined under AB 340.

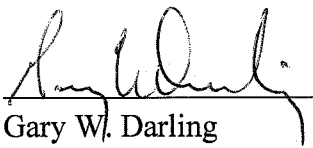
If AB 340 is partly or wholly overturned or modified by subsequent legislative or judicial actions, employees covered by this Tier III plan will be provided with benefits under the District's Tier II plan to the greatest extent permitted by law.

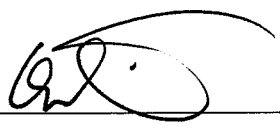
Signatures of Approval:

DELTA DIABLO SANITATION DISTRICT

Date: November 14, 2012

By: 
Federal D. Glover, Chair
Board of Directors

By: 
Gary W. Darling
General Manager

By: 
Karen S. Ustin
Business Services Director

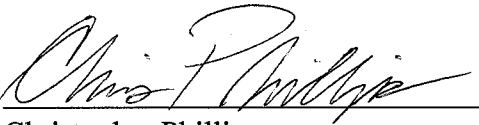
Delta Diablo Sanitation District

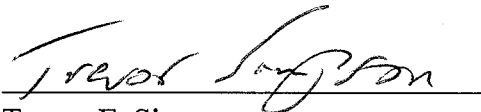
2500 Pittsburg-Antioch Highway, Antioch, CA 94509-1373 • (925) 756-1900


Administration Fax: (925) 756-1961 • Maintenance Fax: (925) 756-1963 • Operations Fax: (925) 756-1962 • Engineering Services Fax: (925) 756-1960


OPERATIONS AND MAINTENANCE REPRESENTATION UNIT/PEU LOCAL ONE

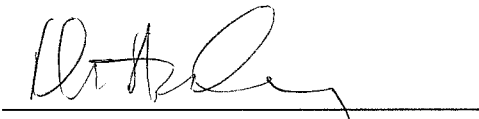
Date: November 14, 2012

By: 
Christopher Phillips
Chair

By: 
Trevor E. Simpson
Vice Chair

By: 
Erwin C. Nanon
Secretary/Treasurer

by: 
Robert P. Wright
Chief Steward

By: 
Karen Anthony
Public Employees Union, Local One

Delta Diablo Sanitation District

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SIDE LETTER AGREEMENT

Effective March 9, 2016, the Memorandum of Understanding between Delta Diablo and the Operations and Maintenance Representation Unit/Public Employees Union Local One shall be amended by the following provisions:

SECTION I.4 RECOGNITION

This section is replaced with the following language:

It is understood that for the purposes of this MOU, the O&M/Local One Representation Unit consists of the following District employee classifications:

Collection System Worker I	Maintenance Mechanic II
Collection System Worker II	Maintenance Mechanic III
Collection System Worker III	Maintenance Worker
Control System Specialist	Operator-In-Training
Household Hazardous Waste Technician I	Operator I
Household Hazardous Waste Technician II	Operator II
Household Hazardous Waste Technician III	Operator III
Instrumentation Technician Trainee	Senior Operator
Instrumentation Technician I	Senior Operator Grade IV/V
Instrumentation Technician II	Utility Laborer
Instrumentation Technician III	Warehouse Technician I
Maintenance Mechanic Trainee	Warehouse Technician II
Maintenance Mechanic I	

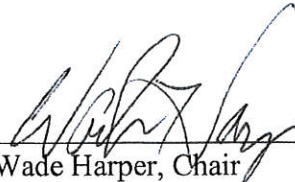
New positions will be appended to this MOU.




Signatures of Approval:

DELTA DIABLO

Date: March 9, 2016

By: 
Wade Harper, Chair
Board of Directors

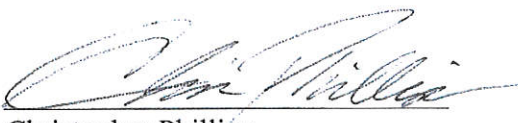
By: 
Gary W. Darling
General Manager


By: 
Michael Bakaldin
Deputy General Manager

By: 
Karen S. Ustin
Business Services Director

OPERATIONS AND MAINTENANCE REPRESENTATION UNIT/PEU LOCAL ONE

Date: March 9, 2016

By: 
Christopher Phillips
Chair

By: 
Trevor E. Simpson
Vice Chair

By: 
Malcolm R. Thornton
Business Agent

