

Memorandum of Understanding

Between

**International Federation of Professional
and Technical Engineers (IFPTE) Local 21
(Professional Employees)**

And

Dublin San Ramon Services District

December 13, 2021 – December 21, 2025

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MEMORANDUM OF UNDERSTANDING
Between
the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
And
DUBLIN SAN RAMON SERVICES DISTRICT

This Memorandum of Understanding (“MOU”) between the Dublin San Ramon Services District (“District”) and the International Federation of Professional and Technical Engineers, Local 21 (“Local 21” or “Union”), collectively the “Parties,” is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The Employee Relations Officer (the General Manager of the District under the current Employer-Employee Relations Resolution) is the representative of the District in employer-employee relations’ matters.

Local 21 is a formally recognized employee group including those employees whose positions are designated as professional by the District.

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions and proposals and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU for salary and employee benefit adjustments for the period commencing December 13, 2021 (“Effective Date”) and ending December 21, 2025 (“Term”) was approved by Local 21 on December 15, 2021 and by the District Board of Directors on December 21, 2021.

The wages, hours and conditions of employment for Local 21 shall be as follows:

Section 1. Recognition

1.1 Union Recognition

The International Federation of Professional and Technical Employees, Local 21, hereinafter referred to as the “Union,” is the recognized employee organization for the classifications listed in Appendix A.

1.2 District Recognition

The General Manager, or any person or organization duly authorized by the General Manager, is the representative of Dublin San Ramon Services District, hereinafter referred to as the “District,” in employer-employee relations, as provided in Resolution 18-19 adopted by the Board of Directors on May 7, 2019.

1.3 General Manager

Whenever the General Manager is mentioned in this MOU he/she may unilaterally delegate, in writing, the duty or power granted to him/her to another person.

Section 2. Union Security

2.1 Voluntary Dues Deduction

Payroll deductions for voluntary dues shall be granted by the General Manager only to the Union, provided that the District is capable of making such deductions in its payroll system. The following procedures shall be observed in the withholding of employee earnings:

- (a) Payroll deductions shall be for the specific amount and uniform as between employee members of the Union and shall not include fines and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided to the Union. The Union will certify that it has and will maintain such payroll deduction forms.
- (b) The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee by written notice to the Union. The Union will notify the District at the beginning of each month of any changes to the payroll deduction. Changes will be effective the following month.
- (c) Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
- (d) The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. In this connection, all other required deductions have priority over the Union dues deduction. 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 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.
- (e) 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.

Section 3. Union Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the General Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

Section 4. Union Access

4.1 Access to Work Locations

Reasonable access to employee work locations shall be granted to the business representative for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. The business representative shall not enter any work location without the consent of the General Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

4.2 New Employee Orientation

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

The parties acknowledge that the District provides a new employee orientation meeting ("orientation") to all new employees hired by the District but does not distinguish among bargaining units in conducting the orientation. The Union will be provided not less than 10 calendar days' advance notice of the time, date and location of the orientation, including the number of its respective bargaining unit employees in attendance. The notice requirement shall apply to the Human Resources new hire orientations. An exception to the 10 calendar days' advance notice requirement is if there is an urgent need for meeting in less than 10 calendar days' that is critical to the District's operations and is not reasonably foreseeable.

The Union will be given thirty (30) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. The meeting will be in a room designated by the District; and will take place during regular working hours and be on-site at the District. No more than two (2) representatives of the Union may present the information to the employees.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with District activities.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the District that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are District employees and are conducting the orientation may attend and travel to and from the orientation on their own time, on unpaid leave, or through the use ELB leave or CTO or flex time, provided the Union provides Human Resources with the employee's name at least five (5) calendar days prior to the orientation, or, if less than five (5) days, with as much advance notice as is reasonably practical. Union representatives who are District employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

4.3 Information Provided

The District will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the District has the information on file:

- Name
- Job Title
- Department
- Work Location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the District (new hires only)
- Home Address

The Union acknowledges and understands that the District is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the District may not initially be able to provide all of the information in the fields listed above in the initial digital files provided pursuant to this Agreement but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on or before the last day of the month of February and on or before the last day of the month of August of each calendar year.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the District (copy to the Union) and direct the District to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Section 5. Use of District Facilities

District employees or the Union or their representatives may, with the prior approval of the General Manager, be granted the use of District facilities during non-work hours for meetings of District employees provided space is available. All such requests shall be in writing at least 24 hours in advance, and shall state the purpose or purposes of the meeting.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs and whiteboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

The District e-mail system shall not be used for Union business or activities other than to distribute job descriptions or the time, location, agenda and minutes for planned meetings.

Section 6. Bulletin Boards

The Union may use portions of District bulletin boards under the following conditions:

- (a) All materials must be dated and must identify the Union that published them.
- (b) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (c) The District reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.
- (d) If the Union does not abide by these rules, it will forfeit its right to have materials posted on District bulletin boards.

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors and the Union shall be given the opportunity to meet with the General Manager or representative prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

Section 8. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine its mission and the mission of its constituent departments, commissions and boards; how to deliver on its mission and services to the community; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government

operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, marital status, sex, religion, age, mental or physical disability, veteran status, medical condition, sexual orientation, pregnancy, legitimate Union activities or any other trait protected by law against any employee or applicant for employment by the Union or by the District or by anyone employed by the District unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

Section 10. Professional Employee Designation

10.1 General

Professional Employees are unique from other bargaining group employees in that the individual members must exercise individual initiative to refresh their professional skills on an annual basis to remain current with new developments in their field of expertise. The District recognizes that the professional skills of the individual Professional Employees as well as their professional attitudes toward accomplishing their duties contribute to the overall competence and abilities of the District.

Each Professional Employee is expected to undertake a minimum of forty (40) hours per year keeping his or her professional skills current. This can be accomplished through seminars, classes and/or active participation in State and National professional organizations. The District will support these activities in accordance with the Dublin San Ramon Services District Personnel Rules, as amended from time to time.

Section 11. Salaries and Cash Benefits

11.1 Salaries

Effective on the first day of the first pay period of the calendar years 2022 through 2025, employees will receive a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve-month period ending October 31st as follows:

For the calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 3.0%. For calendar year 2022, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

For calendar years 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2022, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2023, 2024, and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%. Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase.

Y-rated employees will receive the higher of either 0% cost of living salary adjustment of the employee’s y-rated salary, or the market salary rate for the employee’s classification with the applicable cost of living increase applied.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 11.3.

Local 21 positions and Step E base rates of pay are listed in Exhibit A.

11.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new Local 21 employee entering District service shall be the minimum salary for the classification to which that person is appointed. When circumstances warrant, the Senior Manager may recommend, and the General Manager may approve, an entrance salary that is more than the minimum salary. The Board’s decision shall be final.

11.3 Step Increases

(a) No Step Increase Automatic

No step increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee’s performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee’s anniversary date, according to the following plan:

Step B upon completion of twelve (12) months’ service in Step A and Senior Manager’s approval.
Step C upon completion of twelve (12) months’ service in Step B and Senior Manager’s approval.
Step D upon completion of twelve (12) months’ service in Step C and Senior Manager’s approval.
Step E upon completion of twelve (12) months’ service in Step D and Senior Manager’s approval.

Employees in a y-rated classification will be eligible to receive a merit increase in accordance with the requirements of this Section 11.3. For example, if an employee is y-rated at Step B of their classification’s y-rated salary range, and the employee meets the performance requirements for a merit increase as described in Section 11.3, the employee will be moved to Step C of the y-rated salary range.

(c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary, after working 2080 hours (equivalent to a full time employee).

11.4 Salary Increase Upon Promotion or Reclassification

When an employee in Local 21 is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than or the same as the employee's salary at the time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an employee is promoted or reclassified from one class to a different classification within Local 21, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

11.5 Deferred Compensation Incentive

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option within the 457 Plan.

Beginning on the first pay date of the first full pay period of calendar years 2022, 2023, 2024 and 2025 the District will contribute on behalf of each employee an amount equal to 100% of the first \$2,500 the employee voluntarily contributes to the 457 plan.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

11.6 Total Compensation Surveys

All total compensation surveys shall be conducted by the District in accordance with Compensation Survey Procedures in Section 11.7. During the term of this MOU, the District may have the need to conduct compensation surveys as a results of job description revisions, new positions, recruiting conditions, or as a result of mutual agreement between Local 21 and District.

11.7 Compensation Survey Procedures

The basis of compensation will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. Total compensation at other agencies is defined as base salary plus employer-paid

member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two-thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$8,175.83
DSRSD	\$8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$8,146.33

The following list of agencies will be used to establish the benchmark level of salaries:

EBMUD Livermore
 ACWD Pleasanton
 CCCSD DDSD
 CCWD Brentwood
 USD

Section 12. Hours of Work

For non-exempt employees, the regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. Each exempt employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular basis. Local 21 employees may request an alternative work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted. The District shall endeavor to implement a District-wide telecommute program in calendar year 2022.

Section 13. Overtime and Coverage Compensation

13.1 Overtime Pay and Compensatory Time

(a) Non-Exempt Employees

Those positions that are Non-Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated and made a part of this MOU. All overtime worked by employees designated as Non-Exempt in accordance with the Fair Labor Standards Act must be approved in advance by the General Manager, or designated representative.

Any authorized time a non-exempt employee works in excess of 40 hours a workweek shall be compensated at or granted compensatory time at, the rate of one and one-half (1 ½) times the employee’s regular straight-time rate of pay. Paid holiday and employee leave bank hours

constitute “hours worked” for purposes of determining if an employee has worked hours in excess of the regular work week.” A Non-Exempt employee will be allowed to annually accrue up to a maximum of forty (40) hours of compensatory time. The maximum amount of hours a non-exempt employee may keep in their compensation time bank shall be capped at 40 hours. Overtime usage shall be subject to the District Personnel Rules, as amended from time to time.

(b) Exempt Employees

Those positions that are Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated herein and made a part of this MOU. Positions designated as “Exempt” in accordance with the Fair Labor Standards Act shall not receive overtime pay.

13.2 Coverage Compensation

Those Laboratory positions that are Exempt, but that are assigned to provide coverage as a result of vacant Laboratory Technician position(s), or in the case of vacation or sick leave coverage on a weekend (Saturday or Sunday only, or on a District holiday) will receive Coverage Compensation of three hundred dollars (\$300) per week during each week the employee is assigned to Coverage. Only one employee per week will be assigned Coverage.

The Coverage employee will respond to Coverage calls in a time frame that will preserve the integrity of the required laboratory testing being conducted during the Coverage period. Coverage Compensation pay shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

13.3 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform all of the duties of a position having a higher salary range, will be paid the first step of the higher range, which is at least five percent (5%) higher than the employee’s present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee’s present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made for five (5) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for five (5) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

13.4 Temporary Promotions

Compensation provided under this section shall be salary only, as outlined in section 13.3. All benefits will continue at the level of the employee’s permanent position.

Section 14. Health and Welfare

14.1 Medical

(a) Health Care Insurance

The District shall provide health care (medical) insurance to each Local 21 Employee. The District shall provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations Plans (PPO). In the event that this level of coverage does not remain reasonably available during the term of this MOU, the Parties shall meet and confer in good faith to amend this Section 14.1 of the MOU.

(b) Medical Insurance Premiums:

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2022 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

Effective January 1, 2019, PEBU employees will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution, then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024.

If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025.

If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Local 21 Share of Increase	District Maximum Contribution
Max Contribution 2023	\$ 2,228.36	(example assumes Kaiser rate decreased in 2023)			
Kaiser Rate 2024	\$ 2,350.00	\$ 121.64	\$ 60.82	\$ 60.82	\$ 2,289.18

Local 21 employees will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) **Post-Retirement Premiums**

The District shall provide health care (medical) insurance to each Local 21 employee that retires from the District and meets all eligibility requirements, in accordance with Resolution 65-05. All Local 21 employees hired after March 1, 2004 shall be enrolled in the Vesting Program. Local 21

employees hired prior to March 1, 2004 will be offered the option, on an annual basis, to opt into the program. Payment of said insurance shall be subject to a vesting schedule established from time to time by either the District or the health care provider whichever has the authority. Any employee promoted into Local 21 who has previously elected to vest under their prior Local 39, or MEBU MOU, or Unrepresented Resolution, shall be required to vest under the PERS vesting program in accordance with Resolution 65-05.

(d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for employees covered by this agreement 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.

(e) Waiver of Coverage

An employee who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a cash payment in the amount of four hundred dollars (\$400) per month (payable bi-monthly via payroll). Said election must be made for the employee as well as his or her dependents.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the Savings Program in the District's Personnel Rules.

14.2 Dental

The District shall provide dental care benefits covering the employee, spouse and eligible dependents.

14.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

14.4 Life Insurance

(a) Amount

District shall provide each employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times the employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District will attempt to make arrangements for employees to purchase additional life insurance for themselves or their dependents at employee cost.

14.5 Short Term and Long Term Disability

The District shall provide each employee with Short Term and Long Term Disability Insurance. The Short Term Disability Insurance shall provide for 60% of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days of short term disability coverage. Both Short Term and Long Term Disability Insurance benefits cease the day the termination of employment occurs.

14.6 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse and eligible dependents.

14.7 Retiree Vision

Vision care will not be provided to employees who retire from the District.

14.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement, including employee paid health care premiums, and allow employee contributions up to the maximum extent permitted by law.

14.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is the same as specified in this MOU.

Section 15. Retirement Plan

15.1 Terms of Program

District employees receive retirement benefits through CalPERS. The Retirement Plan between the District and Public Employees Retirement System is documented in a separate MOU between Local 21 (formerly PEBU) and District entitled "Regarding PERS Retirement Formula Enhancement" dated November 17, 2004 and includes single highest year option and "Local Miscellaneous 2.7% at 55".

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a “classic member” or “new member” in accordance with the Public Employees’ Pension Reform Act (PEPRA).

“Classic members” are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 “Regarding PERS Retirement Formula Enhancement” MOU. In accordance with the November 17, 2004 MOU between the District and PEBU (Resolution No. 79-04), Classic members’ contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus a two percent (2%) cost share of the District’s employer CalPERS contribution, for a total of a ten percent (10%) CalPERS contribution. Effective the first day of the first pay period for calendar year 2025, which occurs on December 23, 2024, Classic members in PEBU will reduce the Section 20516 cost share of the District’s employer CalPERS contribution from two percent (2%) to zero percent (0%). Classic members will continue to contribute eight percent (8%) of the employee CalPERS contribution.

“New members” are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

Section 16. Holidays

16.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

16.2 Holiday Schedule

Holidays for Local 21 Employee classifications shall be in accordance with the following schedule:

Holiday	2021	2022	2023	2024	2025
New Year’s Day		Dec-31	Jan-2	Jan-1	Jan-1
Martin Luther King Day		Jan-17	Jan-16	Jan-15	Jan-20
Presidents’ Day		Feb-21	Feb-20	Feb-19	Feb-17
Memorial Day		May-30	May-29	May-27	May-26
Independence Day		July-4	July-4	July-4	July-4
Labor Day		Sept-5	Sept-4	Sept-2	Sept-1
Thanksgiving Day		Nov-24	Nov-23	Nov-28	Nov-27
Day after Thanksgiving		Nov-25	Nov-24	Nov-29	Nov-28
Christmas	Dec-24	Dec-26	Dec-25	Dec-25	Dec-25

If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the

holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business, as solely determined by the District.

Section 17. Employee Leave Bank

17.1 Eligibility

All Local 21 employees begin accruing Employee Leave (Leave) as defined in Section 17.4 from their hire date.

17.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

17.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 12 of this MOU.

17.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date and will be adjusted annually on the employee's hire date. Example: For a full-time exempt employee, the accrual rate during their first year of employment is 6.15 hours per pay period.

The following table is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Non-exempt Employees					
Year	VAC	FH	Total	Total	Hours
			Days	Hours	PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	21	5	26	208	8.00
13	22	5	27	216	8.31
14	23	5	28	224	8.62
15	24	5	29	232	8.92
16 & after	25	5	30	240	9.23

Exempt Employees						
Year	VAC	FH	ADMIN	Annual	Annual	Hours
				Days	Hours	PP
1	10	5	5	20	160	6.15
2	11	5	5	21	168	6.46
3	12	5	5	22	176	6.77
4	13	5	5	23	184	7.08
5	14	5	5	24	192	7.38
6	15	5	5	25	200	7.69
7	16	5	5	26	208	8.00
8	17	5	5	27	216	8.31
9	18	5	5	28	224	8.62
10	19	5	5	29	232	8.92
11	20	5	5	30	240	9.23
12	21	5	5	31	248	9.54
13	22	5	5	32	256	9.85
14	23	5	5	33	264	10.15
15	24	5	5	34	272	10.46
16 & after	25	5	5	35	280	10.77

17.5 Crediting of Leave

Employee Leave shall be accrued and credited in hours per pay period.

17.6 Employee Leave at Termination

Upon termination of employment, an employee shall be paid cash value of his or her accrued Leave at the time of termination in accordance with the above schedule on a pro rata basis.

17.7 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to one-hundred (100) hours in that calendar year, provided that there is at least one-hundred (100) hours remaining after such sell back.

Section 18. Sick Leave

18.1 Benefits

Full-time Local 21 employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave shall be posted bi-weekly. Sick leave usage shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity of actual sickness or disability. For non-exempt employees, charge for sick leave used shall be on the basis of one-quarter hour (0.25) hour for each one-quarter hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Exempt employees, throughout the term of this MOU, shall be charged with sick leave on the basis of eight (8) hours (or nine (9) hours if the employee is on a 9/80 schedule) for each day the employee is away from work. In no event shall sick leave be converted into a cash bonus and is not payable upon separation from employment with the District. Sick leave may not be used before it is credited. Sick leave benefits shall be administered in accordance with applicable state and federal laws.

18.2 Use

Sick leave may be used for purposes defined in the District's personnel rule for Sick Leave, and in accordance with state and federal law.

18.3 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

18.4 Sick Leave Incentive Program – PERS Credit

The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in Government Code of the State of California Section 20965.

Section 19. Leaves of Absence

19.1 Leave without Pay

The General Manager may grant employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that shall increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued Employee Leave Bank time is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this MOU.

19.2 Jury Duty

An employee summoned to jury duty shall inform their supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

19.3 Industrial Disability Leave

(a) General

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

19.4 Bereavement Leave

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership,

child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchildren in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of Bereavement Leave.

19.5 Catastrophic Leave Donation Bank

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) program to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section 19.5 has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave, then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a

receiving employee shall not exceed three (3) months.

- (d) Leave time donations must be a minimum of one-hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one-workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8 hours per day/5 days per week work schedule for the duration of their leave.
- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.
- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that an eligible receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section 19.5.

Section 20. Probationary Period

20.1 Nature of Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

20.2 Length

For full-time new employees, the probationary period is twelve (12) months. Employees who have already served a District probationary period and have accepted a promotion into Local 21 shall serve a 12-month probationary period. For a Local 21 employee who accepts a different position within Local 21 shall serve a probationary period of six (6) months. Employees who, immediately prior to appointment, served in a District Limited-Term position that was subsequently converted to a regular District position, shall not be required to complete a probationary period if the Limited-Term position exceeded twelve (12) months.

For part-time employees, the probationary period shall be 2080 hours worked.

20.3 Rejection

During the probationary period, an employee may be rejected at any time by the General

Manager without cause and without the right of appeal.

20.4 Reinstatement to Former Position

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which they were promoted, provided the employee has not been discharged or disciplined pursuant to this MOU.

Section 21. Layoff and Re-Employment

21.1 General

The General Manager may lay off an employee in Local 21. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority except that an employee with less seniority possessing necessary special knowledge or skills may be retained if the employee with greater seniority lacks the necessary special knowledge or skills. Emergency and provisional employees in a class of positions shall be laid off before other persons in the classification are laid off.

21.2 Notice

Thirty (30) calendar days prior to the effective date of the layoff of an employee in the classified service, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file.

21.3 Re-Employment

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off. Employees shall be offered re-employment in inverse order of having been laid off. In the event two employees have the same layoff date the employee with the higher seniority shall be offered the position first.

21.4 Termination After Layoff

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

21.5 No Benefits

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, Employee Leave Bank, sick leave, holidays, medical, dental, life insurance, vision care and safety shoes. Any employee re-employed after a layoff shall retain sick leave accruals that the employee did not receive compensation for at the time of layoff.

Section 22. Discipline and Discharge

22.1 Right of Discipline and Discharge

The District shall have the right to discipline and discharge any employee for conduct issues including, but not limited to, dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and house rules and regulations, which must be conspicuously posted and not in derogation of the MOU, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the MOU. Discipline shall be implemented within sixty (60) days of the District completing the District investigation of the situation causing the problem.

The District shall provide written notice of its intent to suspend for more than 5 days, dismiss, or demote any employee prior to its action. Such notice shall include the action the District intends to take, the reasons for the intended action, and all documents the District is relying on in making its intended action. The employee shall have the right to respond in writing or in person within 10 days or a mutually agreed upon time receipt of notice of the intended action. Following the employee's response, if any, the District shall inform the employee of its decision to presume the action, reduce the action, or rescind the action.

22.2 Appeals

If an employee feels they have been unjustly disciplined or discharged, the employee shall have the right to appeal their case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed, the right of appeal is lost. Letters of reprimand are not subject to the appeals process.

22.3 Reason for Discipline

Any disciplined employee in Local 21 shall be furnished the reason for the disciplinary action in writing.

22.4 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District. If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to non-binding arbitration for advisory opinion.

22.5 Arbitration

(a) General

An employee may refer any appeal that remains unresolved after the Adjustment Board to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager

within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

(b) Selection of Arbitrator

On or after the date of the notice to invoke non-binding arbitration, the District shall request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as an arbitrator. Representatives of the two Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the two Parties shall alternately strike an arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name shall be determined by lot. If either party refuses to participate in the selection process, the other party shall make a selection of an arbitrator from the list.

(c) Arbitrator's Decision

Upon conclusion of the arbitration hearing, the arbitrator shall provide both the General Manager and the employee and the Local 21 representative with copies of the Arbitrator's decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) days of receipt of the arbitrator's decision, the arbitrator's decision shall become final. The arbitrator's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

22.6 Board of Directors

Any appeal that has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for final decision. Each party may submit written comment or argument regarding the arbitrator's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 23. Personnel Files

An employee or their 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 their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 24. Grievance Procedure

24.1 General

(a) Definition

A grievance shall be defined as any dispute arising during the term of the MOU that involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

(b) Changes to MOU are Non-Grievable

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) Changes to and Interpretations of MOU

No changes in the MOU or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless agreed to by the General Manager and Local 21.

(d) Pay Claims

All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

(e) Letters of Reprimand

Letters of reprimand shall not be subject to the grievance procedure. Two (2) years or more from the date of the letter of reprimand, and if there have been no other letters of reprimand or disciplinary actions, an employee may request that the letter of reprimand be removed from the employee's personnel file. If these criteria are met, the letter will be removed; however, if any letters of reprimand or disciplinary action occur within five (5) years of the original date of the letter of reprimand, the letter of reprimand may be returned to the personnel file and cited in subsequent corrective action.

24.2 Initial Discussions

If the employee or the Union believes that a grievance exists, they must inform the employee's immediate supervisor of the complaint, along with a copy to the Human Resources & Risk Manager, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in

which the employee works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee or the Union became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

24.3 Adjustment Board

(a) General

In the event the grievant 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 the MOU, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

(b) No Decision by Adjustment Board

If an Adjustment Board is unable to arrive at a majority decision, either the grievant or the District may require that the grievance be referred to the General Manager.

(c) Jurisdiction

No Adjustment Board shall entertain, hear, decide or make recommendations on 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 in the first paragraph of this Section.

24.4 Referral to District Manager

The recognized employee organization, which has jurisdiction over the position directly affected by the grievance, may notify the General Manager in writing that a grievance exists and, in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section which has not first been filed and investigated in pursuance of this Section 24.2 and 24.3. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be referred to non-binding arbitration for an advisory opinion.

24.5 Arbitration

(a) General

Any grievance that remains unresolved after consideration by the General Manager may be referred to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

(b) Selection of Arbitrator

The arbitrator for a grievance matter shall be selected according to the same procedure as

specified for an appeal of discharge/discipline.

(c) Arbitrator's Decision

Upon conclusion of the arbitration hearing, the arbitrator shall provide both the General Manager and the Union representative with copies of the Arbitrator's decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) days of receipt of the arbitrator's decision, the arbitrator's decision shall become final. The arbitrator's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

24.6 Board of Directors

Any grievance that has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for final decision. Each party may submit written comment or argument regarding the arbitrator's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 25. Miscellaneous Provisions

25.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply themselves whatsoever to any outside employment during their regular working hours. Any person, while in the employment of someone other than the District, shall wear no emblem, badge, uniform or other employee identification.

25.2 Safety

Personal protective equipment (PPE) shall be provided by the District to professional employees exposed in the work place that are not mitigated with other controls. Wearing of PPE when exposed to workplace hazards shall be a condition of employment. PPE shall conform to guidance set forth in applicable safety regulations and be appropriate for the hazard exposure. PPE for each job classification shall be determined on a case-by-case basis by the Safety Unit in conjunction with the employee's supervisor. PPE may be replaced after an incident that renders them unusable as protective devices or after normal wear and tear renders them unusable.

25.3 Clothing and Equipment

District shall provide clothing and/or equipment required to perform the work in the employee's job description and as determined or required by the employee's supervisor.

25.4 Certificates

The District shall pay for any required certificates, including renewal, as set forth in the employee’s job description or as approved by the General Manager or designee.

Section 26. Separability of Provisions

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Upon such invalidation, the Parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 27. Past Practices and Status of this MOU

27.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this MOU.

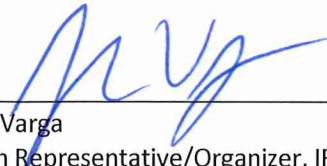
27.2 Status of this MOU

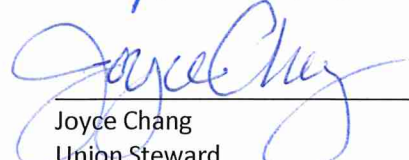
This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and Local 21 (former PEBU).

It is mutually agreed that the terms herein are effective on the dates indicated or where not indicated, as of the Effective Date of this MOU, which shall be December 13, 2021. When not specifically covered in this MOU, the existing unmodified rules, regulations and ordinances of the District shall apply and, with the terms of this MOU, constitute the wages, hours and working conditions for those employees represented from the Effective Date through December 21, 2025.

Made and entered into this 13th day of December, 2021 (Effective Date).

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21

By  Date 2/11/22
John Varga
Union Representative/Organizer, IFPTE Local 21

By  Date 12/28/21
Joyce Chang
Union Steward

By  Date 12/29/21
Jason Ching
Union Steward

By  Date 12/27/21
Ryan Pendergraft
Union Steward

DUBLIN SAN RAMON SERVICES DISTRICT

By  Date 12/27/2021
Daniel B. McIntyre
General Manager

By  Date 12-27-21
Carol Atwood
Administrative Services Director

By  Date 12/27/21
Michelle Gallardo
Human Resources & Risk Manager


ATTEST: 
Nicole Genzale, District Secretary

EXHIBIT A

LIST OF EXEMPT AND NON-EXEMPT POSITIONS

As of the Effective Date of this MOU, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	Step E Salary as of 12/14/20	New Market Step E Salary as of 12/12/21 (before COLA)
	Monthly	Monthly
Accountant II	\$10,771	\$10,853
Assistant Engineer	\$11,813	\$11,896
Associate Engineer	\$13,461	\$13,681
Clean Water Programs Administrator	\$12,129	\$12,793
Environmental Chemist II	\$11,105	\$11,187
Environmental Health and Safety Administrator	\$12,539	\$12,539
Financial Analyst	\$12,213	\$12,213
Geographic Information Systems Analyst	\$12,466	\$12,466
Information Technology Analyst II	\$12,725	\$12,806
Management Analyst II	\$11,801	\$11,373
Management Analyst II (<i>y-rated</i>)	\$11,801	
Pretreatment Programs Administrator	\$11,576	\$11,837
Public Affairs Specialist	\$11,309	\$11,309
Senior Environmental Chemist	\$12,129	\$12,306
Visual Communications Specialist	\$11,309	\$11,309

As of the Effective Date of this MOU, the following positions are Non-Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	Step E Salary as of 12/14/20		New Market Step E Salary as of 12/12/21 (before COLA)	
	Monthly	Hourly	Monthly	Hourly
Accountant I	\$9,866	\$56.9192	\$9,866	\$56.9192
Environmental Chemist I	\$10,170	\$58.6731	\$10,170	\$58.6731
Information Technology Analyst I	\$11,642	\$67.1654	\$11,642	\$67.1654
Junior Engineer	\$10,814	\$62.3885	\$10,814	\$62.3885
Management Analyst I	\$10,804	\$62.3308	\$10,339	\$59.6481
Management Analyst I (<i>y-rated</i>)	\$10,804	\$62.3308		\$0.0000