

**Memorandum of Understanding**

**Between**

**Professional Employees**

**Bargaining Unit**

**And**

**Dublin San Ramon Services District**

**December 18, 2017 – December 12, 2021**

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**PROFESSIONAL EMPLOYEES**  
**BARGAINING UNIT**  
**And**  
**DUBLIN SAN RAMON SERVICES DISTRICT**

This Memorandum of Understanding (“MOU”) between the Dublin San Ramon Services District (“District”) and the Professional Employees Bargaining Unit (“PEBU”), 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.

PEBU 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 18, 2017 (“Effective Date”) and ending December 12, 2021 (“Term”) was approved by PEPU on October 19, 2017 and by the District Board of Directors on November 7, 2017.

The wages, hours and conditions of employment for the PEPU shall be as follows:

**Section 1.        Professional Employee Designation**

**1.1        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 2. Salaries and Cash Benefits**

### **2.1 Salaries**

Effective on the first day of the first pay period of the calendar years 2018 through 2021, bargaining unit members will receive a percentage salary increase equal to 2.75%. Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated employees will receive 1.38% cost of living salary increases.

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 2.4.

PEBU positions are listed in Exhibit A.

### **2.2 Entrance Salary**

Except as herein otherwise provided, the entrance salary for a new PEBU entering District service shall be the minimum salary for the classification to which that person is appointed. When circumstances warrant, the Department 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.

### **2.3 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.

(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).

2.4 Salary Increase Upon Promotion or Reclassification

When an employee in this bargaining unit 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 PEBU, 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.

2.5 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.

Beginning on the first pay date of the first full pay period of calendar year 2018 through 2021, the District will contribute on behalf of each employee an amount equal to 100% of the first two thousand five hundred dollars (\$2,500) the employee voluntarily contributes to the 457 Plan. On the last pay date of the calendar year 2021, the District will no longer contribute on behalf of the employee to the Employee's 457 Plan account.

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.

2.6 Total Compensation Surveys

All total compensation surveys shall be conducted by the District in accordance with Compensation Survey Procedures in Section 2.6.

2.7 Compensation Survey Procedures

The District will conduct a classification review and compensation study during the term of this MOU. The basis of compensation will be the sixtieth (60<sup>th</sup>) 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
CCCS	DDSD
CCWD	Brentwood
USD	

### Section 3. 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. Professional 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.

### Section 4. Overtime and Coverage Compensation

#### 4.1 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.

4.2 Coverage Compensation

Those Laboratory positions that are Exempt, but that are required to provide coverage as a result of vacant Laboratory Technician position(s), 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. In addition to the Coverage Compensation, the employee will receive compensation at the rate of one (1) times the employee's regular straight-time rate of pay for every hour worked in excess of four (4) hours during the week.

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.

4.3 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.

#### 4.4 Temporary Promotions

Compensation provided under this section shall be salary only, as outlined in section 4.3. All benefits will continue at the level of the employee's permanent position.

### **Section 5. Health and Welfare**

#### 5.1 Medical

##### (a) Health Care Insurance

The District shall provide health care (medical) insurance to each Professional 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 5.1 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 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, PEBU employees will share in the cost of future medical insurance premium increases above the Kaiser 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 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

#### EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	PEBU Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

PEBU 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 Professional Employee that retires from the District and meets all eligibility requirements, in accordance with

Resolution 65-05. All PEBU employees hired after March 1, 2004 shall be enrolled in the Vesting Program. PEBU 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 PEBU who has previously elected to vest under their prior Local 39, CEBU, or MEBU MOU 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 contribution to the employee's deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Said election must be made for the employee as well as his or her dependents. This contribution amount to the employee's deferred compensation 457 plan shall not count toward the District's deferred compensation incentive match per Section 2.5 of this MOU.

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

5.2 Dental

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

5.3 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.

5.4 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.

5.5 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.

5.6 Vision Care

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

5.7 Retiree Vision

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

5.8 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.

5.9 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 6. Retirement Plan**

6.1 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 PEPU 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. “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 7.        Holidays**

### **7.1        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.

### **7.2        Holiday Schedule**

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

<b>Holiday</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
New Year's Day		Jan-1	Jan-1	Jan-1	Jan-1
Martin Luther King Day		Jan-15	Jan-21	Jan-20	Jan-18
Presidents' Day		Feb-19	Feb-18	Feb-17	Feb-15
Memorial Day		May-28	May-27	May-25	May-31
Independence Day		July-4	July-4	July-3	July-5
Labor Day		Sept-3	Sept-2	Sept-7	Sept-6
Thanksgiving Day		Nov-22	Nov-28	Nov-26	Nov-25
Day after Thanksgiving		Nov-23	Nov-29	Nov-27	Nov-26
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-24

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 8. Employee Leave Bank**

### **8.1 Eligibility**

All PEBU employees begin accruing Employee Leave (Leave) as defined in Section 9.4 from their hire date.

### **8.2 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.

### **8.3 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 2 of this MOU.

### **8.4 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

#### 8.5 Crediting of Leave

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

#### 8.6 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.

#### 8.7 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 eighty (80) hours in that calendar year, provided that there is at least eighty (80) hours remaining after such sell back.

### Section 9.      Sick Leave

#### 9.1 Benefits

Full-time PEBU 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.

9.2 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.

9.3 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.

9.4 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 10. Leaves of Absence**

10.1 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.

10.2 Jury Duty

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

10.3 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.

10.4 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.

10.5 Catastrophic Leave

(a) General

District shall provide a Catastrophic Leave system to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The catastrophic leave system shall allow other 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 ameliorating the financial impact of the illness, injury or condition.

(b) 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 (physician confirmation may be required by the District);
- (3) Have exhausted all accumulated paid leave including leave bank, sick leave, compensatory time off 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.

(c) Benefits

Accrued leave bank and compensatory time off hours donated by other employees shall be converted to sick leave 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. For as long as the receiving employee remains in a paid status, seniority and all other benefits shall continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months. However, if approved by the General Manager, the total leave credits may be extended on a case-by-case basis up to an overall maximum of six (6) months.

(d) Guidelines

The following guidelines for Donating Leave Credits to the Receiving Employee:

- (1) Accrued leave bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (2) Time donated shall be converted from leave bank or compensatory time off to sick leave 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.
- (3) The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months. However, if approved by the General Manager, an extension up to six (6) months total time may be approved.
- (4) 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 that would reduce his/her employee leave bank balance to less than forty (40) hours.
- (5) The use of donated leave hours shall be in consecutive, one-shift increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week).
- (6) While an employee is on leave using donated leave hours, no employee leave bank or sick leave hours shall accrue.
- (7) Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance shall remain with the receiving employee.

## **Section 11.      Probationary Period**

### **11.1    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 his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

### **11.2    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 the PEBU shall serve a 12-month probationary period. For a PEBU employee who accepts a different position within the PEBU 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.

### **11.3    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.

### **11.4    Reinstatement to Former Position**

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

## **Section 12.      Layoff and Re-Employment**

### **12.1    General**

The General Manager may lay off an employee in the PEBU. 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 and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the classification are laid off.

12.2 Notice

Fifteen (15) 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.

12.3 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.

12.4 Termination After Layoff

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

12.5 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 13. Discipline and Discharge**

13.1 Right of Discipline and Discharge

The District shall have the right to discipline and discharge any employee for 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.

13.2 Appeals

If an employee feels he/she has been unjustly disciplined or discharged, he/she shall have the right to appeal his/her 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.

13.3 Reason for Discipline

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

13.4 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.

13.5 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 Professional Employees' representative with copies of his/her 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.

### 13.6 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 14. Personnel Files**

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

## **Section 15. Grievance Procedure**

### 15.1 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 the Professional Employees.

(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.

(d) Letters of Reprimand

Letters of reprimand shall not be subject to the grievance procedure. Three (3) 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 his/her 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.

15.2 Initial Discussions

Any employee who believes that he/she has a grievance must inform his/her immediate supervisor of the complaint, along with a copy to the Human Resources & Risk Supervisor, 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 he/she works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee 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.

15.3 Adjustment Board

(a) General

In the event the employee 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 employee 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.

15.4 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 15.2 and 15.3. 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.

15.5 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 employee and the Professional Group representative with copies of his/her 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.

15.6 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 16.      Miscellaneous Provisions**

### **16.1    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 himself or herself whatsoever to any outside employment during his/her 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.

### **16.2    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 HR/Safety Division 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.

### **16.3    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.

### **16.4    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 17.      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 18.      Past Practices and Status of this MOU**

### **18.1    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.

18.2 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 the Professional Employees.

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 18, 2017. 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 12, 2021.

Made and entered into this 18<sup>th</sup> day of December, 2017 (Effective Date).

PROFESSIONAL EMPLOYEES BARGAINING GROUP

By Stanley Kolodzie Date 12/4/17  
Stan Kolodzie  
President, Professional Employees Bargaining Unit

DUBLIN SAN RAMON SERVICES DISTRICT

By Daniel B. McIntyre Date 12/4/17  
Daniel B. McIntyre  
General Manager

By Carol Atwood Date 12-4-17  
Carol Atwood  
Administrative Services Manager

By Michelle Gallardo Date 12/4/17  
Michelle Gallardo  
Human Resources & Risk Supervisor

ATTEST: Nicole Genzale  
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:

- Accountant II
- Administrative Analyst II
- Financial Analyst
- Assistant Planner
- Associate Planner
- Buyer
- Senior Planner
- Assistant Engineer
- Associate Civil Engineer - SME
- Senior Civil Engineer - SME
- Principal Civil Engineer - SME
- Clean Water Programs Specialist
- Community Affairs Specialist II
- Employee Development Specialist
- Environmental Chemist II
- GIS Analyst II
- Graphics Designer
- Information Technology Analyst II
- Senior Environmental Chemist
- Safety Officer

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:

- Accountant I
- Administrative Analyst I
- Community Affairs Specialist I
- Environmental Chemist I
- GIS Analyst I
- Information Technology Analyst I
- Junior Engineer
- Junior Planner