

**Memorandum of Understanding**

**Between**

**Professional Employees**

**Bargaining Unit**

**And**

**Dublin San Ramon Services District**

**December 26, 2011 – December 18, 2016**



**MEMORANDUM OF UNDERSTANDING**

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**TABLE OF CONTENTS**

<u>Section No.</u>	<u>Title</u>	<u>Page No.</u>
1.	Professional Employee Designation .....	3
2.	Salaries and Cash Benefits.....	4
3.	Hours of Work .....	5
4.	Overtime and Coverage Compensation .....	6
5.	Health and Welfare .....	7
6.	Retirement Plan.....	10
7.	Holidays.....	10
8.	Employee Leave Bank .....	10
9.	Sick Leave.....	12
10.	Leaves of Absence .....	12
11.	Probationary Period .....	15
12.	Layoff and Re-employment.....	15
13.	Discipline and Discharge .....	16
14.	Personnel Files .....	18
15.	Grievance Procedure.....	18
16.	Miscellaneous Provisions.....	20
17.	Separability of Provisions .....	20
18.	Past Practices and Status of this MOU .....	21
 <u>Attachments</u>		
A	Salary Schedule and Adjustment Methodology.....	22
B	List of Exempt and Non-Exempt Positions.....	24
C	Employer Contributions for Post-Retirement Health Benefits.....	25
D	Schedule of Holidays.....	27

**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 26, 2011 (“Effective Date”) and ending December 18, 2016 (“Term”) was approved by PEBU on December 6, 2011 and by the District Board of Directors on December 20, 2011.

The wages, hours and conditions of employment for the PEBU 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 dated September 7, 2005, as amended from time to time.

## **Section 2. Salaries and Cash Benefits**

2.1 Salaries Salaries for each classification shall be in five (5) steps of A through E with Step E being the highest salary. There shall be five percent (5%) difference between steps. The E-Step salaries for the PEBU classifications shall be in accordance with Attachment A, which is incorporated herein and made a part of this MOU.

2.2 Annual Salary Adjustments Salaries shall be adjusted in accordance with the methodology described in Attachment A, which is incorporated herein and made a part of this MOU.

2.3 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 General Manager may recommend, and the Board may approve, an entrance salary that is more than the minimum salary. The Board's decision shall be final.

### 2.4 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, in accordance with the District's Part-Time/Limited-Term Policy

2.5 Salary Increase Upon Promotion When an employee is moved from one classification to a 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 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 his/her present rate.

An active employee who is appointed to a PEBU position, such as a reclassification or promotional appointment, shall be subject to 'Y-rating' of their salary if the employee's current salary is higher than the Step E rate for the new position. In the event of Y-rating, the employee's salary will be frozen at the employee's current pay rate until such time as the market Step E rate for the employee's new PEBU position is adjusted higher than the employee's Y-rated salary. Y-rated employees shall only receive ½ of CPI as determined in Section A-3.

2.6 Deferred Compensation Incentive Through the Term of this MOU only, the District will contribute on behalf of each employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan.

At the end of the Term of this MOU, the District will no longer contribute on behalf of the employee to the Employee's 457 Plan account.

For PEBU employees actively employed with the District on November 1, 2011, the District will contribute on behalf of each eligible employee a lump sum of \$3,000 into each employee's 457 Plan account. The deposit will occur on the first pay date of the calendar year 2012 for dissolution of all District contractual obligations prior to January 1, 2012, pertaining to pay for performance in FY2012.

Example:

Pay Period	PP #	Pay Date	CY	
12/12/11 – 12/25/11	27	12/30/11	2011	
12/26/11 - 01/08/12	1	<b>01/13/12</b>	2012	* Pay date that 457 lump sum will be deposited
01/09/12 - 01/22/12	2	01/30/12	2012	

### Section 3. Hours of Work

The regular workweek shall consist of forty (40) hours. Professional Employees may have flexible work schedules in conformance with District Personnel Rules and subject to approval by the employee's supervisor.

## **Section 4. Overtime and Coverage Compensation**

### **4.1 Overtime Pay**

(a) Non-Exempt Employees Those positions that are Non-Exempt as of the Effective Date of this MOU are listed in Attachment B, 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 Attachment B, 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 two hundred dollars (\$200) 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 performs 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 written assignment during which the employee performs the full range of the duties of the higher classification. When an employee has been performing the full range of duties of a higher classification for more than ten (10) consecutive working days, said employee shall be temporarily promoted to the higher position with retroactive pay to the first day of said assignment.

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). The lowest cost HMO and lowest cost PPO shall be the "Base Plans". 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) Health Care Premiums District shall pay employee Health Care 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 Health Care Premium Maximum Contribution, including any administrative fees or service charges.

The District Maximum Contribution health care baselines are as follows:

Employee	\$473
Employee + one	\$946
Family	\$1,230

Note: Baselines established using District maximum contributions in 2007.

Each year, upon notification of new premiums by the District's health care provider, the District will identify the lowest cost HMO and PPO plans that are offered under the Bay Area Region plan or a successor provider and are available in Alameda County. The higher cost plan of the two (Base Plan) will form the basis for the calculation to determine the new District Health Care Premium Maximum Contribution for that plan year.

Effective January 1<sup>st</sup> of each calendar year through the last month of the term of this MOU, with the exception of CY2012 in which the new cost-sharing formula will commence on February 1, 2012, PEBU employees will share in the cost of future health care premium increases above the baseline as described in the example below.

Cost increases will be shared 60% by the District and 40% by the employee, with the employee's maximum share of the cost of the Base Plan limited to a 20% share. Each year's Base Plan premium will be compared to the baselines established above. The new Maximum Contribution will be calculated by adding 60% of the increase to the baseline to establish the Maximum Contribution for that year. If at any time the calculated Maximum Contribution is less than 80% of the Base Plan cost, the Maximum Contribution will be 80% of the Base Plan for that year.

This example is illustrated below in table form:

	Premium	Increase from Base	DSRSD Share of Increase	PEBU Share of Increase	District Maximum Contribution	District % of Premium
<i>Base amount</i>	\$ 1,230					
2012	\$ 1,587	\$ 357	\$ 214	\$ 143	\$ 1,444	91%

PEBU employees will pay those amounts in excess of the District Health Care Premium Maximum and the premium of the plan they select. The District's Base Plan premium will always be greater than or equal to the baseline. Employees may select other health plans as they are made available and pay the additional amount between the Base Plan contribution and the premium for the selected alternative plan.

Base plan amounts will be rounded to the nearest dollar.

In the Fall of 2013 and upon notice of either party, the District or PEBU shall meet and confer regarding the impact of health care premiums paid under this section (1) by either party if (1) the maximum projected employee contribution in 2014 for plans available in the CalPERS Bay Area Region results in either: a) two HMOs with a cost of more than \$500 per month for EE+2 coverage, or, b) a cost of two PPOs with a cost of more than \$500 per month for EE+2 coverage (excluding PERSCare PPO) or, (2) there are projected to be significant impacts on either party related to the implementation of the Federal Health Care Act in 2014.

(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. 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.

(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 in writing to forgo medical coverage through the District and receive in cash via the payroll system the amount listed in the table below for the coverage he/she is eligible to receive from the District and in accordance with the Public Employees' Medical and Hospice Care Act Program. Said election must be made for the employee as well as his or her dependents.

	Monthly Amounts				
	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016 and subsequent years
Employee	\$266.00	\$235.54	\$205.07	\$174.61	\$144.15
Employee + 1	\$532.00	\$471.07	\$410.15	\$349.22	\$288.29
Employee + family	\$692.00	\$612.75	\$533.50	\$454.25	\$375.00

(f) Cafeteria Plan During the term of this MOU, if either Party provides notice to the other that it desires to implement a Cafeteria Plan through which health care premiums could be fully or partially paid, the Parties shall meet and confer in good faith to amend this Section 5.1 of this MOU.

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 The Retirement Plan between the District and Public Employees Retirement System is documented in a separate MOU between Union 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".
- 6.2 IRS 414(h)(2) Program The District shall maintain an IRS 414 (h) (2) Plan for the term of this MOU.

#### **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 Attachment D, which is incorporated herein and made a part of this MOU.

#### **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.

All EE's	Non-exempt Employees			Exempt Employees		
	Year	Annual Days	Annual Hours	Hours PP	Annual Days	Annual Hours
1	15	120	4.62	20	160	6.15
2	16	128	4.92	21	168	6.46
3	17	136	5.23	22	176	6.77
4	18	144	5.54	23	184	7.08
5	19	152	5.85	24	192	7.38
6	20	160	6.15	25	200	7.69
7	21	168	6.46	26	208	8.00
8	22	176	6.77	27	216	8.31
9	23	184	7.08	28	224	8.62
10	24	192	7.38	29	232	8.92
11	25	200	7.69	30	240	9.23
12	26	208	8.00	31	248	9.54
13	27	216	8.31	32	256	9.85
14	28	224	8.62	33	264	10.15
15	29	232	8.92	34	272	10.46
16 & after	30	240	9.23	35	280	10.77

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

8.6 Use of Leave During the First Six (6) Months of Employment Up to forty (40) hours of Employee Leave may be taken during the first six (6) months of employment with the

District unless a different arrangement is specified in that individual's hiring letter.

8.7 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.

8.8 Leave Sell Back Each full-time employee may sell back up to eighty (80) hours from the Employee Leave Bank at his or her current rate of pay once each calendar year covered by this MOU, provided that there is at least eighty (80) hours remaining after such sell back.

## **Section 9. Sick Leave**

9.1 Benefits Professional employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. 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 in accordance with state law and the District Personnel Rules.

9.2 Use Non-Exempt Employees, throughout the term of this MOU, shall be charged with sick leave on the basis of one (1) hour for each hour the employee is away 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. Sick leave may not be used before it is credited.

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; however, when absence is for more than five (5) consecutive workdays, the employee shall file a physician's certificate or a personal affidavit with the department head stating the cause of the absence.

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 for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers' Compensation is to be automatic; the District may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

(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 Funeral 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 three (3) regularly scheduled working days. For the purpose of this Section, the immediate family shall be restricted to father, mother, brother, sister, spouse, 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 Funeral 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 or accepted 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 in accordance with the District's Part Time Policy.

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 Association of Arbitrators 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.

(e) 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 Administrator, 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.

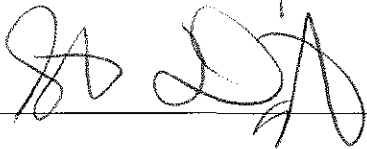
18.2 Status of this MOU This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and the Professional Employees.

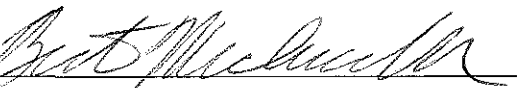
It is mutually agreed that the terms herein are effective on the dates indicated or where not indicated, as of the Effective Date of this MOU, which shall be December 26, 2011. When not specifically covered in this MOU, the existing unmodified rules, regulations and ordinances of the District shall apply and, with the terms of this MOU, constitute the wages, hours and working conditions for those employees represented from the Effective Date through December 18, 2016.

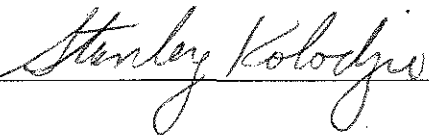
Made and entered into December 26, 2011 (Effective Date).

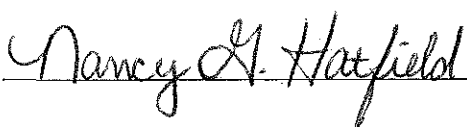
PROFESSIONAL EMPLOYEES  
BARGAINING UNIT

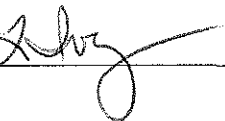
DUBLIN SAN RAMON SERVICES  
DISTRICT

By  \_\_\_\_\_

By  \_\_\_\_\_

By  \_\_\_\_\_

Attest  \_\_\_\_\_

By  \_\_\_\_\_

**ATTACHMENT A**

**SALARY SCHEDULE AND ADJUSTMENT METHODOLOGY**

A-1 Baseline Salary As of December 24, 2011, "E-Step" salaries for each Employee are in accordance with the following table:

**TABLE A**

<b><u>CLASSIFICATION</u></b>	<b><u>MONTHLY SALARY</u></b> <b>(E-Step)</b>
Accountant I	\$6,891
Accountant II	\$7,580
Administrative Analyst I	\$7,605
Administrative Analyst II	\$8,366
Buyer	\$7,110
Junior Planner	\$7,133
Assistant Planner	\$7,847
Associate Planner	\$8,633
Senior Planner	\$9,496
Junior Engineer	\$7,614
Assistant Engineer	\$8,375
Associate Civil Engineer - SME	\$9,631
Senior Civil Engineer - SME	\$10,594
Principal Civil Engineer - SME	\$11,654
Clean Water Programs Specialist	\$8,617
Community Affairs Specialist I	\$7,263
Community Affairs Specialist II	\$7,990
Employee Development Specialist	\$8,447
Environmental Chemist I	\$7,122
Environmental Chemist II	\$7,834
Financial Analyst	\$8,680
GIS Analyst I	\$8,065
GIS Analyst II	\$8,872
Graphics Designer	\$7,990
Information Technician Analyst I	\$8,245
Information Technician Analyst II	\$9,070
Senior Environmental Chemist	\$8,617
Safety Officer	\$8,928

A-2 Position Linkage Baseline Salaries are independent of each other and are not benchmarked to or among each other. Any adjustments to the Baseline Salaries in Table A, or any salaries that are set for new classifications, shall be set in accordance with the provisions of this MOU and the District Personnel Rules and there shall be no adjustment to other salaries as a result.

A-3 Annual Adjustment To Baseline Salary Effective on the first day of the first pay period of the calendar years 2012 through 2016, all steps of the salary range shall be adjusted by the percent change in the CPI Index (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-San Jose, CA, all items 1982-84 = 100, current series) for the twelve (12) month period of October of the calendar year two years prior to the adjustment and October of the calendar year immediately prior to the adjustment. During the term of the MOU, in the event that CPI is less than 0.0% for the twelve month period ending October 31, the “floor” for CPI shall be 0.0%.

Example:

Pay Period	PP#	Pay Date	CY
12/12/11 – 12/25/11	27	12/30/11	2011
<b>12/26/11 – 01/08/12</b>	<b>1</b>	<b>01/13/12</b>	<b>2012</b>
01/09/12 – 01/22/12	2	01/30/12	2012

\* Effective date of CPI adjustment

A-4 Total Compensation Surveys All total compensation surveys for new positions shall be conducted by District in accordance with Compensation Survey Procedures in Section A-5.

A-5 Compensation Survey Procedures Surveys will be conducted in a manner consistent for all District’s bargaining units except surveys for PEBU will incorporate only base salary plus two thousand five hundred dollars \$2,500 as an estimate for employer average annual contributions to employee 457 plan (total compensation). (At the end of the Term of this MOU, the District will no longer include the \$2,500 estimate for employer average annual contributions to employee 457 plan in the basis of total compensation at the District.) Surveys will be done for the benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. The compensation benchmark will be the sixtieth percentile (60) of the comparable positions at the survey agencies.

The following list of agencies shall be used for comparables when salary surveys are required under this MOU.

EBMUD	ACWD	CCCSD
Delta Diablo	Livermore	
Union San	Pleasanton	
Oro Loma	CCWD	

## **ATTACHMENT B**

### **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
- Junior Planner
- 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 Technician 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
- Junior Engineer
- Environmental Chemist I
- GIS Analyst I
- Information Technician Analyst I

## ATTACHMENT C

### **Employer Contribution for Post-Retirement Health Benefits**

The District shall provide post-retirement health benefits in accordance with Government Code Section 22825.5 described as follows.

- (a) Notwithstanding Section 22825, the percentage of employer contribution payable for post-retirement health benefits for any employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited State service at retirement as shown in the following table:

<u>Credited Years</u>	<u>Percentage of Employer Contribution</u>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

This subdivision shall apply only to employees who retire from service and, except as provided in paragraph (6), who are first employed after this Section becomes applicable to their employer. The application of this subdivision to those employees shall be subject to the following provisions:

- (1) The employer's contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer's contribution for each annuitant shall not be more than one hundred percent (100%) of the premium applicable to him/her, nor less than an amount equal to one hundred percent (100%) of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus ninety percent (90%) of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments during the fiscal year to which the formula applied.
- (2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this Section.

- (3) The employer shall certify to the Board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.
  - (4) The credited service of any employee for the purposes of determining the mean State service as defined in Section 20069, except that not less than five (5) years of that service shall be performed entirely with that employer.
  - (5) The employer shall provide the Board any information requested that the Board determines is necessary to implement this Section.
  - (6) The employer may, once each year without discrimination, allow all employees who were first employed before this Section became applicable to the employer to individually elect to be subject to the provisions of this Section and the employer shall notify the Board which employees have made that election.
- (b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this Section shall be equal to one hundred percent (100%) of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:
- (1) Retired for disability.
  - (2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, any contribution payable to the annuitant by any other employer under this part.

The Board shall establish application procedures and eligibility criteria under this subdivision.

- (c) This Section shall not apply to any contracting agency nor to its employees and annuitants unless and until the agency files with the Board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in the Board's regulations.

**ATTACHMENT D**

**SCHEDULE OF HOLIDAYS**

The following shall be holidays under this MOU. They shall fall on the calendar or legal date as noted. 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.

New Year's Day	(Calendar)
President's Day	(Legal)
Memorial Day	(Legal)
Independence Day	(Calendar)
Labor Day	(Legal)
Thanksgiving Day	(Legal)
Day after Thanksgiving	(Calendar)
Christmas Day	(Calendar)

