



**BOARD OF DIRECTORS
EAST BAY MUNICIPAL UTILITY DISTRICT**

375 - 11th Street, Oakland, CA 94607

Office of the Secretary: (510) 287-0440

**AGENDA
Tuesday, March 27, 2018**

REGULAR CLOSED SESSION

11:00 a.m., Board Room

ROLL CALL:

PUBLIC COMMENT: The Board of Directors is limited by State law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.

ANNOUNCEMENT OF CLOSED SESSION AGENDA:

1. Existing litigation pursuant to Government Code section 54956.9(d)(1):

- a. *Ivette Rivera v. East Bay Municipal Utility District*
United States Court of Appeals, Ninth Circuit, Case No. 17-16891

(The Board will hold Closed Session in Conference Room 8)

REGULAR BUSINESS MEETING

1:15 p.m., Board Room

ROLL CALL:

BOARD OF DIRECTORS:

- Pledge of Allegiance

PRESENTATIONS:

- American Society of Civil Engineers – San Francisco Section Water/Wastewater Project of the Year award for the Orinda Water Treatment Plant Maintenance and Reliability Project
- American Society of Civil Engineers – San Francisco Section *and* Northern California Region 9 Outstanding Geotechnical Project of the Year award for the Chabot Dam Seismic Upgrades Project

ANNOUNCEMENTS FROM CLOSED SESSION:

PUBLIC COMMENT: The Board of Directors is limited by State law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.

CONSENT CALENDAR: (Single motion and vote approving 8 recommendations, including 1 resolution.)

1. Approve the Regular and Special Meeting Minutes of March 13, 2018.
2. File correspondence with the Board.
3. Award contracts for water treatment supplies for the Sobrante and Upper San Leandro (USL) Water Treatment Plants (WTPs).
 - 3.1 Award a contract to the lowest responsive/responsible bidder Brenntag Pacific, Inc., in an annual amount, after the addition of taxes, not to exceed \$36,150 for supplying 35% Hydrogen Peroxide for Sobrante and USL WTPs for three years, beginning on or after April 1, 2018 with two options to renew for an additional one-year period for a total cost of \$180,750 under Request for Quotation No. 1807.
 - 3.2 Award a contract to the lowest responsive/responsible bidder Matheson Tri-Gas, Inc., in an annual amount, after the addition of taxes, not to exceed \$108,000 for supplying 350,000 centum cubic feet of Liquid Oxygen for Sobrante and USL WTPs for three years, beginning on or after April 1, 2018 with two options to renew for an additional one-year period for a total cost of \$540,000 under Request for Quotation No. 1808.
4. Award a contract to the lowest responsive/responsible bidder, Southwestern Industries, Inc., in the total amount of \$156,039, after the addition of taxes, for supplying one mill and one lathe for Facilities Maintenance Central Machine Shop under Request for Quotation No. 1810.
5. Award a contract to the lowest responsive/responsible bidder, Integrated Archive Systems, Inc., in an amount, after the addition of taxes, not to exceed \$245,000 for supplying NetApp storage hardware and software dedicated to the District's existing Commvault system, with three years of maintenance, beginning on or after March 27, 2018.
6. Authorize a new Value Purchasing Agreement with Emerson Process Management, Power & Water Solutions, Inc., in an amount not to exceed \$3,550,000 for the purchase of distributed control system equipment and programming services at the Main Wastewater Treatment Plant and remote wastewater facilities, for the period beginning on or after March 28, 2018 to October 31, 2021, with an option to renew for an additional one-year period.
7. Authorize a third amendment to the agreement awarded to Rizzo International, Inc., under Board Motion No. 139-17 to increase the not to exceed amount by \$76,484, for consultant services to perform safety inspections and safety evaluation reports that are required under the District's license with the Federal Energy Regulatory Commission for Pardee and Camanche Dams. This amendment will increase the agreement ceiling to \$293,484.
8. Approve the 2017-2021 Memorandum of Understanding (MOU) and other special agreements between the District and the International Union of Operating Engineers Local 39; approve revisions to District salary schedules; amend all existing Civil Service Rules, Policy Statements and Procedures and other pertinent resolutions to conform to revisions contained in the MOU and in the resolution; and authorize the General Manager to amend the District's contracts with medical providers to conform to the provisions of the MOU and the resolution. (Resolution)

DETERMINATION AND DISCUSSION:

9. General Manager's Report:
- Water Supply Update

REPORTS AND DIRECTOR COMMENTS:

10. Committee Reports:
- Legislative/Human Resources
11. Other Items for Future Consideration.
12. Director Comments.

ADJOURNMENT:

The next Regular Meeting of the Board of Directors will be held at 1:15 p.m. on Tuesday, April 10, 2018 in the Administration Center Board Room, 375 Eleventh Street, Oakland, California.

Disability Notice

If you require a disability-related modification or accommodation to participate in an EBMUD public meeting please call the Office of the Secretary (510) 287-0404. We will make reasonable arrangements to ensure accessibility. Some special equipment arrangements may require 48 hours advance notice.

Document Availability

Materials related to an item on this Agenda that have been submitted to the EBMUD Board of Directors within 72 hours prior to this meeting are available for public inspection in EBMUD's Office of the Secretary at 375 11th Street, Oakland, California, during normal business hours, and can be viewed on our website at www.ebmud.com.

BOARD CALENDAR

Date	Meeting	Time/Location	Topics
Tuesday, March 27	Finance/Administration Committee Patterson {Chair}; Coleman Mellon Long-Term Water Supply Workshop Board of Directors	 8:30 a.m. Training Resource Center 11:00 a.m. 1:15 p.m.	<i>Cancelled</i> <ul style="list-style-type: none"> • Closed Session • Regular Meeting
Friday, March 30	Cesar Chavez's Birthday		<i>District Offices Closed</i>
Tuesday, April 10	Planning Committee Mellon {Chair}; Linney; Young Legislative/Human Resources Committee Coleman {Chair}; Patterson; Young Board of Directors	8:30 a.m. Training Resource Center 10:00 a.m. Training Resource Center 11:00 a.m. 1:15 p.m.	 <ul style="list-style-type: none"> • Closed Session • Regular Meeting
Tuesday, April 24	Finance/Administration Committee Patterson {Chair}; Coleman Mellon Sustainability/Energy Committee Young {Chair}; Katz; Linney Board of Directors	TBD Training Resource Center TBD Training Resource Center 11:00 a.m. 1:15 p.m.	 <ul style="list-style-type: none"> • Closed Session • Regular Meeting
Tuesday, May 8	Planning Committee Mellon {Chair}; Linney; Young Legislative/Human Resources Committee Coleman {Chair}; Patterson; Young Board of Directors	9:15 a.m. Training Resource Center 10:15 a.m. Training Resource Center 11:00 a.m. 1:15 p.m.	 <ul style="list-style-type: none"> • Closed Session • Regular Meeting

MINUTES

Tuesday, March 13, 2018

**East Bay Municipal Utility District
Board of Directors
375 Eleventh Street
Oakland, California**

Regular Closed Session Meeting

President Lesa R. McIntosh called to order the Regular Closed Session Meeting of the Board of Directors at 11:25 a.m. in the Administration Center Board Room.

ROLL CALL

Directors John A. Coleman, Frank Mellon, William B. Patterson, and President Lesa R. McIntosh were present at roll call. Directors Andy Katz, Doug Linney, and Marguerite Young arrived in Conference Room 8 at 11:28 a.m.

Staff present included General Manager Alexander R. Coate, General Counsel Craig S. Spencer, Assistant General Counsel Xanthe M. Berry (Items 1a and 2a), Attorney Derek T. McDonald (Items 1a and 2a), Engineering Manager Elizabeth Z. Bialek (Items 1a and 2a), Director of Finance Sophia D. Skoda (Item 3), Manager of Human Resources Laura A. Brunson (Item 3), and Industrial Employers and Distributors Association representatives Glenn Berkheimer and Gregory Ramirez (Item 3).

PUBLIC COMMENT

- Addressing the Board were the following: 1) John Briceno, President, AFSCME Local 444, commended the Board for extending the General Manager's employment agreement; and 2) George Cleveland, 1st Vice-President, AFSCME Local 2019, thanked the Board for approving the union contracts and asked the Board to consider compensating the employees who participated in the final negotiations meeting past their regularly scheduled work hours.

ANNOUNCEMENT OF CLOSED SESSION AGENDA

President McIntosh announced the closed session agenda. The Board convened to Conference Room 8 for discussion.

Regular Business Meeting

President McIntosh called to order the Regular Business Meeting of the Board of Directors at 1:16 p.m. in the Administration Center Board Room.

ROLL CALL

Directors John A. Coleman, Andy Katz, Doug Linney, Frank Mellon, William B. Patterson, Marguerite Young, and President Lesa R. McIntosh were present at roll call.

Staff present included General Manager Alexander R. Coate, General Counsel Craig S. Spencer and Secretary of the District Rischa S. Cole.

BOARD OF DIRECTORS

President McIntosh led the Pledge of Allegiance.

ANNOUNCEMENTS FROM CLOSED SESSION

There were no announcements required from closed session.

PUBLIC COMMENT

There was no public comment.

CONSENT CALENDAR

- Items 4 and 5 were pulled from the Consent Calendar for comment.
 - Motion by Director Coleman, seconded by Director Patterson, to approve the recommended actions for Items 1-3 on the Consent Calendar, carried (7-0) by the following voice vote: AYES (Coleman, Katz, Linney, Mellon, Patterson, Young, and McIntosh); NOES (None); ABSTAIN (None); ABSENT (None).
1. **Motion No. 029-18** – Approved the Regular Meeting Minutes of February 27, 2018.
 2. The following correspondence was filed with the Board: **1)** Memorandum dated March 13, 2018, to Board of Directors from Alexander R. Coate, General Manager, regarding Recruitment-Customer and Community Services Department Manager; **2)** Presentation entitled, “Water Supply Update,” dated March 13, 2018; and **3)** Speakers’ Bureau and Outreach Record CY18, dated March 13, 2018.
 3. **Motion No. 030-18** – Awarded a contract to the lowest responsive/responsible bidder, Corrpro Companies, Inc., in the estimated annual amount of \$292,244, after the addition of taxes, for supplying magnesium anodes for three years, beginning on or after March 20, 2018, with two options to renew for an additional one-year period for a total cost of \$1,461,220 under Request for Quotation No. 1809.
 4. **Authorize a fourth amendment to the agreement for employment of Alexander R. Coate as General Manager of the East Bay Municipal Utility District.**
- Addressing the Board was Mark Foley, President, AFSCME Local 2019, who congratulated General Manager Coate and said he looked forward to working together to make the District an even better agency.

- Motion by Director Patterson, seconded by Director Mellon, to approve the recommended action for Item 4, carried (7-0) by the following voice vote: AYES (Coleman, Katz, Linney, Mellon, Patterson, Young, and McIntosh); NOES (None); ABSTAIN (None); ABSENT (None).

Resolution No. 35075-18 – Authorizing Fourth Amendment To General Manager Employment Agreement.

5. **Authorize a fourth amendment to the agreement for employment of Craig S. Spencer as General Counsel of the East Bay Municipal District.**

- Addressing the Board was Mark Foley, President, AFSCME Local 2019, who congratulated General Counsel Spencer and said he looked forward to working together to make the District an even better agency.
- Motion by Director Patterson, seconded by Director Mellon, to approve the recommended action for Item 5, carried (7-0) by the following voice vote: AYES (Coleman, Katz, Linney, Mellon, Patterson, Young, and McIntosh); NOES (None); ABSTAIN (None); ABSENT (None).

Resolution No. 35076-18 – Authorizing Fourth Amendment To General Counsel Employment Agreement.

DETERMINATION AND DISCUSSION

6. **Legislative Update.**

Legislative/Human Resources Committee Chair John A. Coleman reported that the Committee met this morning and approved the staff recommended positions in Legislative Report No. 02-18.

Manager of Legislative Affairs Marlaigne K. Dumaine highlighted the bills and said the legislature usually enacts Validating Acts each year to retroactively correct procedural errors or omissions that public officials of state agencies, cities, counties, and special districts may make inadvertently. Next, she provided an update on activities related to the state's Low-Income Rate Assistance Program and the federal infrastructure plan.

- Motion by Director Coleman, seconded by Director Linney, to approve the recommended positions in Legislative Report No. 02-18, carried (7-0) by the following voice vote: AYES (Coleman, Katz, Linney, Mellon, Patterson, Young, and McIntosh); NOES (None); ABSTAIN (None); ABSENT (None).

Motion No. 031-18 – Received Legislative Report No. 02-18 and approved positions on the following bills: SUPPORT SB 1496 (Committee on Governance and Finance) Validations; SUPPORT SB 1497 (Committee on Governance and Finance) Validations; and SUPPORT SB 1499 (Committee on Governance and Finance) Validations.

7. Adopt the 2018 East Bay Municipal Utility District Local Hazard Mitigation Plan.

- Motion by Director Mellon, seconded by Director Linney, to approve the recommended action for Item 7, carried (7-0) by the following voice vote: AYES (Coleman, Katz, Linney, Mellon, Patterson, Young, and McIntosh); NOES (None); ABSTAIN (None); ABSENT (None).

Resolution No. 35077-18 – The 2018 East Bay Municipal Utility District Local Hazard Mitigation Plan.

8. General Manager's Report.

Manager of Maintenance and Construction David A. Briggs presented the Water Supply Update and reviewed the District's and California's current water supply, the Caples Lake snow depth and Mokelumne and East Bay precipitation after the recent rains. As of March 11, total system storage was 617,420 acre feet or 102% of average while total system capacity was 80%. He reported that end of water year total system storage is projected to be approximately 620,000 acre feet.

General Manager Alexander R. Coate pointed out the memo at Board places announcing the upcoming retirement of Sherri A. Hong, Manager of Customer and Community Services and the latest Speakers' Bureau and Outreach Record. Director Coleman asked about the District's hydropower revenue reported in the General Manager's monthly report. General Manager Coate advised staff will provide an information memo to the Board regarding the basis for forecasting hydropower revenue.

REPORTS AND DIRECTOR COMMENTS

9. Committee Reports.

- Filed with the Board were the revised Legislative/Human Resources Committee Minutes of February 13, 2018 and the Finance/Administration Committee Minutes of February 27, 2018.

10. Other Items for Future Consideration.

- None.

11. Director Comments.

- Director Coleman reported attending/participating in the following events: meeting with Tassajara Valley customers on March 7 in Oakland; meeting with constituent Cindy Darling on March 8 in Walnut Creek; Recycled Water panel on March 9 at Stanford University; Edmund Regalia memorial service on March 11 in Walnut Creek; and meeting with constituents Waldon and Kathy Carson regarding water rates on March 12 in Walnut Creek. He reported on plans to attend/participate in the following events: East Bay Leadership Council Water Task Force meeting on March 20 in Walnut Creek; East Bay Economic Development Alliance Legislative/Advocacy meeting on March 20 in

Oakland; Contra Costa Taxpayers Association meeting on March 23 in Danville; and DERWA Board meeting on March 26 in Dublin.

- Director Katz had no comment.
- Director Linney had no comment.
- Director Mellon reported meeting with Clean Water Action Water Programs Manager Jennifer Clary and Water Foundation's Juliet Christian-Smith to discuss SB 623 (Monning) on February 27 in Oakland; and with St. Vincent de Paul representatives to discuss SAFE and senior water bill assistance on February 28 in Oakland. Director Mellon announced that former Alameda County Sheriff Charles "Charley" Plummer passed away on Sunday, March 4 and asked that today's meeting be adjourned in his honor and that a letter of condolence be sent to his family.
- Director Patterson had no comment.
- Director Young had no comment.
- President McIntosh had no comment.

ADJOURNMENT

President McIntosh adjourned the meeting at 1:38 p.m. in honor of former Alameda County Sheriff Charles "Charley" Plummer.

SUBMITTED BY:

Rischa S. Cole, Secretary of the District

APPROVED: March 27, 2018

Lesa R. McIntosh, President of the Board

MINUTES

Tuesday, March 13, 2018

**East Bay Municipal Utility District
Board of Directors
375 Eleventh Street
Oakland, California**

Special Meeting

President Lesa R. McIntosh called to order the Special Meeting of the Board of Directors at 8:57 a.m. in the Training Resource Center. The Board met in workshop session to receive a presentation on the District's shut-off practices and statistics, assistance provided to customers to maintain water service and avoid shut-offs, potential options for modifying shut-off practices, increased water efficiency efforts, and new initiatives to support low-income customers.

ROLL CALL

Directors John A. Coleman, Doug Linney, Frank Mellon, William B. Patterson, Marguerite Young, and President Lesa R. McIntosh were present at roll call. Director Andy Katz arrived at 9:04 a.m.

Staff present included General Manager Alexander R. Coate, General Counsel Craig S. Spencer, Director of Customer and Community Services Sherri A. Hong, Special Assistant to the General Manager Alison A. Kastama, Assistant to the General Manager Janetta M. Johnson, and Secretary of the District Rischa S. Cole.

PUBLIC COMMENT

- Addressing the Board were the following: 1) Colin Murphy, Service Workers Project for Affordable Utilities and Water (SWPAUW), commented on EBMUD rates and asked the Board to place a moratorium on water shut-offs for customers living at or below the federal poverty level; 2) Murad Williams, SWPAUW, commented on EBMUD payment plans and asked the Board to place a moratorium on water shut-offs for customers living at or below the federal poverty level; 3) Charlie Sallans, SWPAUW, commented on his experience assisting customers with avoiding shut-offs and asked the Board to place a moratorium on water shut-offs for customers living at or below the federal poverty level; 4) Paul Sanford, SWPAUW, commented on providing water service for the poor; 5) Lo Zamora, SWPAUW, commented on her experience helping a customer obtain water service and file an appeal for water theft penalty charges; 6) TJ Hardamon, SWPAUW, commented on the workshop staff report and moratoriums on water shut-offs; 7) Sharon Reinbott commented on ways to make water accessible to everybody; 8) Sue Coburn commented on her experience having her water shut-off and ways to provide access to water for the homeless; 9) William Coburn commented on creating programs to provide access to water for the homeless in Oakland; 10) Chris Gilbert, Sierra Club Bay Chapter Water Committee, commented on information he believed should be included in the workshop presentation;

- 11) Albert Kueffner, Alameda Interfaith Climate Action Network, commented the Board should consider partnering with churches to assist customers with maintaining water service; and
- 12) Connor Ruby, SWPAUW, commented on SWPAUW's previous attendance at Board meetings and asked the Board to seek state funding to assist low-income customers with maintaining water service.

DISCUSSION

- Filed with the Board were the following: 1) Presentation entitled "Long Term Financial Stability Workshop #2 – Shut-Offs, Water Efficiency, Program Enhancements," dated March 13, 2018; 2) Speaking notes from Colin Murphy, SWPAUW, regarding perceived affordability of your rates; 3) Speaking notes from Murad Williams, SWPAUW, regarding affordable payment plans; 4) Speaking notes from Wendell Stevens, SWPAUW, regarding affordable payment plans and fees; and 5) Speaking notes from TJ Hardamon, SWPAUW, regarding demand for an immediate moratorium on utility shut-offs for families living at or below the federal poverty level.

Manager of Customer and Community Services Sherri A. Hong thanked the speakers for their comments and announced that this workshop is the second in a series of planned workshops to discuss factors that impact affordability. Workshop #1 on November 28, 2017 discussed the District's rate structure, EBMUD billing practices, and billing for outside agencies (city and agency sewer collection service charges). She said this workshop will focus on District shut-off practices and statistics, shut-off prevention assistance and key performance indicators (KPIs), water use efficiency, current program enhancements and new initiatives to support low-income customers. She reviewed the current District process for notifying customers prior to shut-offs, delinquent account statistics for Fiscal Year (FY) 2017 and the various District programs for low-income customers. She noted the District's Customer Assistance Program (CAP) has seen growth in total and active participant enrollment since 2012 and that the District has increased its payment plan repayment period from 6 months to up to 12 months. Staff has met with the City of Oakland and will schedule meetings with other cities to discuss establishing a CAP for their sewer service charges which is an additional effort to assist customers who pay sewer service charges on their EBMUD water bills. She provided an update on water efficiency engagement initiatives, new partnerships established with community service agencies over the past year (Lava Mae, Senior Assistance Foundation East Bay, and California Emergency Technology Fund), and the District's new Water Lifeline Program in collaboration with St. Vincent De Paul of Alameda County. Next, Ms. Hong highlighted various reasons a customer may experience a shut-off, the District's shut-off rationale, and statistics showing how District programs helped reduce residential and low-income customer shut-offs between FY14-FY17. She discussed the current shut-off KPIs established to measure efforts to support customer assistance in maintaining water service and the feasibility of some alternatives staff explored in response to Board inquiries about changes to the District's shut-off practices. In conclusion, she advised staff will keep the Board apprised of discussions with cities on establishing a sewer service charge CAP and continue engaging in state affordability efforts. The planned workshop to discuss the state's Low-Income Rate Assistance Program is on hold pending release of the state's program report to the legislature. Once all Board workshops have concluded, Ms. Hong stated staff will establish a plan and schedule of modifications to be initiated, evaluate the impacts of the pilot programs put in place, and provide a report to the Board.

The Board thanked the speakers for their comments and Ms. Hong for the presentation. There was Board discussion regarding the information presented including the statistics on the CAP program, delinquent accounts, payment plans and shut-offs; staff efforts to engage cities on establishing a CAP for city sewer service charges; the terms of District contracts with cities for sewer service charge billing; retroactively applying CAP discounts; the District's current CAP for wastewater charges; partnering with St. Vincent De Paul in Contra Costa County to establish a Water Lifeline Program for that area; and the Board's desire to implement a KPI that quantitatively measures the District's progress in reducing its number of shut-offs. Board members also expressed their willingness to meet with city staff and elected officials to discuss establishing a CAP for city sewer service charges. The Board requested the following from staff:

- Provide more detail on payment plan statistics for CAP customers as outlined on presentation slide #9;
- Adjust the District's 48-hr Notice process to include notification by mail (with a notice in the envelope) and a phone call;
- Develop connections with social service agencies and provide training for staff to better support and engage with special needs (medical, financial or disadvantaged) customers;
- Identify resources and provide referrals for single-family residential tenants who lose water service because their landlord has not paid the bill;
- Provide information on feasibility and cost to retroactively apply the District's CAP discount;
- Provide a cost estimate to increase the District's wastewater CAP discount from 35 percent to 50 percent; and
- Establish a KPI goal for affordability related shut-offs.

ADJOURNMENT

President McIntosh adjourned the Special Meeting at 11:20 a.m.

SUBMITTED BY:

Rischa S. Cole, Secretary of the District

APPROVED: March 27, 2018

Lesa R. McIntosh, President of the Board



AGENDA NO.
MEETING DATE

3.1.
March 27, 2018

TITLE **35% HYDROGEN PEROXIDE FOR WATER TREATMENT PLANTS**

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

Award a contract to the lowest responsive/responsible bidder Brenntag Pacific, Inc. in an annual amount, after the addition of taxes, not to exceed \$36,150 for supplying 35% Hydrogen Peroxide for Sobrante and Upper San Leandro (USL) Water Treatment Plants (WTPs) for three years, beginning on or after April 1, 2018 with two options to renew for an additional one-year period for a total cost of \$180,750 under Request for Quotation No. 1807.



SUMMARY

This contract will purchase 35% Hydrogen Peroxide to be used in the water treatment process at Sobrante and USL WTPs. Hydrogen peroxide is mixed with ozone to reduce taste and odor in the water delivered to customers from these WTPs.

DISCUSSION

In April 2017, the District awarded Specification 2117 Sobrante and USL WTPs Ozone System Improvements to C. Overaa & Co. to replace the 25-year old ozone systems at the two plants, including the existing hydrogen peroxide storage and piping systems. Construction is currently in progress. Hydrogen peroxide is needed in advance of the functional and performance testing, scheduled to start in early April 2018, to ensure the new equipment operates as designed and meets all project specifications.

Hydrogen peroxide is an oxidant that is effective in reducing taste and odor in water when combined with ozone. The use of hydrogen peroxide at Sobrante and USL WTPs is an important treatment component to ensure customers receive aesthetically acceptable drinking water. The primary raw water supply for Sobrante WTP is the San Pablo Reservoir and the primary raw water supply for USL WTP is the Upper San Leandro Reservoir. Both of these terminal reservoirs experience periodic algae growth throughout the year. Some of these algae produce taste and odor compounds such as Geosmin and Methyl-Isoborneol which are harmless, but can produce musty and earthy smells in drinking water. Hydrogen peroxide complements the effectiveness of ozone by forming peroxone, which is effective in reducing taste and odor compounds when odor compound concentrations in raw water are high. This contract supports the District's Water Quality and Environmental Protection Strategic Plan goal.

Funds Available: FY18/19		Budget Code: 778/Various/5361
DEPARTMENT SUBMITTING Water Operations	DEPARTMENT MANAGER or DIRECTOR  David A. Briggs	APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

VENDOR SELECTION

Requests for quotations were sent to 3 resource organizations and to 131 potential proposers. Four bids were received, and Brenntag Pacific, Inc., was determined to be the lowest responsive/responsible bidder.

SUSTAINABILITY

Economic

This item is included in the FY18/19 operating budget.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Having the ability to treat water with ozone and hydrogen peroxide helps the District achieve its water quality goals to produce aesthetically acceptable drinking water for customers.

ALTERNATIVES

Do not purchase hydrogen peroxide. This alternative is not recommended. If hydrogen peroxide is not available, the use of ozone will be limited, and water production from these WTPs could generate taste and odor complaints from customers.

Purchase hydrogen peroxide in the open market. This alternative is not recommended. Volume purchasing through a contract ensures a more consistent and continuous supply, and more stable pricing.

Attachments

P-035 – Contract Equity Program Summary

P-061 – Affirmative Action Summary



CONTRACT EQUITY PROGRAM SUMMARY (P-035)

This summary contains information on the contractor's workforce and contract equity participation. (Completed by District)

TITLE Materials and Supplies 35% Hydrogen Peroxide for Water Treatment Plants - Three-Year Contract with 2 One-Year Renewal Options						DATE: March 6, 2018						
CONTRACTOR: Brenntag Pacific, Inc. Santa Fe, CA 90670			QUOTATION NO.: 1807		PERCENTAGE OF CONTRACT DOLLARS							
					Availability Group		Contracting Objectives		Participation			
BID/PROPOSER'S PRICE:		FIRM'S OWNERSHIP		White Men		25%		0.0%				
		Ethnicity	Gender	White Women		2%		0.0%				
\$36,150 /yr.*		Publicly Held Corporation		-		Ethnic Minorities		25%		0.0%		
CONTRACT EQUITY PARTICIPATION												
COMPANY NAME		ESTIMATED AMOUNT	ETHNICITY	GENDER		CONTRACTING PARTICIPATION						
				M	W	White-Men	White-Women	Ethnic Minorities	Unclassified	Publicly Held Corp.	Gov't/Non Profit	Foreign
PRIME: Brenntag Pacific, Inc. SUBS: None		\$36,150	PHC							100.0%		
TOTAL		\$36,150				0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%
CONTRACTOR'S WORKFORCE PROFILE (From P-025 Form)												
		White Men		White Women		Ethnic Minorities		Total Employees				
No. of Employees:		212		63		220		495				
Percent of Total Employees:		42.8%		12.7%		44.4%						
MSA Labor Market %:		39.0%		33.7%		27.3%						
MSA Labor Market Location:		Total USA										
COMMENTS												
Contract Equity Participation - Zero Contract Equity participation since firm is a publicly held corporation. *Total Not to Exceed: \$180,750 (\$36,150 annually for three years with two options for annual renewal)												
Workforce Profile & Statement of Nondiscrimination Submitted				Good Faith Outreach Efforts Requirement Satisfied				Award Approval Recommended				
NA				NA								



AFFIRMATIVE ACTION SUMMARY (P-061)

(Completed by District)

This summarizes information provided by the contractor(s) P-025 Form regarding their workforce.

Title: 35% Hydrogen Peroxide for Water Treatment Plants - Three-Year Contract with 2 One-Year Renewal Options		Ethnic Minority Percentages From U.S. Census Data							
			B	H	A/PI	AI/AN	TOTAL		
		National	10.5	10.7	3.7	0.7	27.3		
		9 Bay Area Counties	5.5	16.2	14.2	0.4	39.9		
		Alameda/CC Counties	10.7	15.6	15.4	0.5	46.2		
Quotation #: 1808	DATE: 3/6/2018								
R=Recmmd P=Prime S=Sub	Composition of Ownership	Number of Ethnic Minority Employees							
Company Name, Owner/Contact Person, Address, and Phone Number		B	H	A/PI	AI/AN	TOTAL	PERCENT	MSA %	
RP	PHC	Company Wide	4	195	8	1	208	42.0%	27.3%
Brenntag Pacific, Inc. Edward Arias 10747 Patterson Place Santa Fe, CA 90670 562-903-9626		Manager/Prof	1	8	3	0	12	22.2%	
		Technical/Sales	0	3	1	0	4	7.7%	
		Clerical/Skilled	1	37	3	0	0	0.0%	
		Semi/Unskilled	2	147	1	1	151	53.4%	
		Bay Area	0	0	0	0	0	0.0%	39.9%
		AA Plan on File:	NA		Date of last contract with District:		NA		
		Co. Wide MSA:	Total USA		# Employees-Co. Wide:		495	Bay Area: 0	
P	WW	Company Wide	0	4	0	0	4	33.3%	37.3%
Thatcher Company of California, Inc. Darren Bauer 8625 Unsworth Avenue Sacramento, CA 95828 800-348-0034 ext.1360		Manager/Prof	0	0	0	0	0	0.0%	
		Technical/Sales	0	1	0	0	1	16.7%	
		Clerical/Skilled	0	3	0	0	3	75.0%	
		Semi/Unskilled	0	0	0	0	0	0.0%	
		Bay Area	0	0	0	0	0	0.0%	39.9%
		Co. Wide MSA:	Sacramento		# Employees-Co. Wide:		12	Bay Area: 0	
P	WM	Company Wide	0	6	4	0	10	17.2%	27.3%
US Peroxide dba USP Technologies Andrew Nanbano 1375 Peachtree St., NE Suite 300 N Atlanta, GA 30309 404-352-6070		Manager/Prof	0	2	1	0	3	14.3%	
		Technical/Sales	0	3	3	0	6	17.6%	
		Clerical/Skilled	0	1	0	0	1	33.3%	
		Semi/Unskilled	0	0	0	0	0	0.0%	
		Bay Area	0	0	0	0	0	0.0%	39.9%
		Co. Wide MSA:	Total USA		# Employees-Co. Wide:		58	Bay Area: 0	
P	WM	Company Wide	INFORMATION NOT PROVIDED						
Univar USA, Inc. Jennifer Perras 8201 S. 212th St. Kent, WA 98032 253-872-5000		Manager/Prof							
		Technical/Sales							
		Clerical/Skilled							
		Semi/Unskilled							
		Bay Area							
		Co. Wide MSA:							

WM=White Male, WW=White Women, EM=Ethnic Minority (Ethnicities: B=Black, H=Hispanic, A/PI=Asian/Pacific Islander, and AI/AN=American Indian/Alaskan Native)



AGENDA NO.
MEETING DATE

3.2.
March 27, 2018

TITLE LIQUID OXYGEN FOR WATER TREATMENT PLANTS

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

Award a contract to the lowest responsive/responsible bidder Matheson Tri-Gas, Inc. in an annual amount, after the addition of taxes, not to exceed \$108,000 for supplying 350,000 ccf (centum cubic-feet) of Liquid Oxygen for Sobrante and Upper San Leandro (USL) Water Treatment Plants (WTPs) for three years, beginning on or after April 1, 2018 with two options to renew for an additional one-year period for a total cost of \$540,000 under Request for Quotation No. 1808.



SUMMARY

This contract will purchase Liquid Oxygen (LOX) to be used in the water treatment process at Sobrante and USL WTPs. LOX is used to produce ozone which is an oxidant and is effective in reducing taste and odor in water delivered to customers from these WTPs.

DISCUSSION

In April 2017, the District awarded Specification 2117 Sobrante and USL WTPs Ozone System Improvements to C. Overaa & Co. to replace the 25-year old air-fed ozone systems at the two plants with a LOX-fed system. Construction is currently in progress. Ozone is needed in advance of the functional and performance testing, scheduled to start in early April 2018, to ensure the new equipment operates as designed and meets all project specifications.

LOX is used to produce ozone which is an oxidant and is effective in reducing taste and odor in water. The use of ozone at Sobrante and USL WTPs is an important treatment component to ensure customers receive aesthetically acceptable drinking water. The primary raw water supply for Sobrante WTP is the San Pablo Reservoir and the primary raw water supply for USL WTP is the Upper San Leandro Reservoir. Both of these terminal reservoirs experience periodic algae growth throughout the year. Some of these algae produce taste and odor compounds such as Geosmin and Methyl-Isoborneol which are harmless, but can produce musty and earthy smells in drinking water. Reducing these odor compounds to non-detectable levels is a major goal at these WTPs. This contract supports the District's Water Quality and Environmental Protection Strategic Plan goal.

Funds Available: FY18/19		Budget Code: 778/Various/5361
DEPARTMENT SUBMITTING Water Operations	DEPARTMENT MANAGER or DIRECTOR  David A. Briggs	APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

VENDOR SELECTION

Requests for quotations were sent to 3 resource organizations and to 118 potential proposers. Three bids were received, and Matheson Tri-Gas, Inc., was determined to be the lowest responsive/responsible bidder.

SUSTAINABILITY

Economic

This item is included in the FY18/19 operating budget.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Having the ability to produce ozone using LOX helps to achieve our water quality goals to produce aesthetically acceptable drinking water for customers.

ALTERNATIVES

Do not purchase LOX. This alternative is not recommended. If LOX is not available, these WTPs will not be able to produce ozone, and water production from these WTPs could generate taste and odor complaints from customers.

Purchase LOX in the open market. This alternative is not recommended. Volume purchasing through a contract ensures a more consistent and continuous supply, and more stable pricing.

Attachments

P-035 – Contract Equity Program Summary

P-061 – Affirmative Action Summary

CONTRACT EQUITY PROGRAM SUMMARY (P-035)

This summary contains information on the contractor's workforce and contract equity participation. (Completed by District)

TITLE Materials and Supplies Liquid Oxygen for Water Treatment Plants - Three-Year Contract with 2 One-Year Renewal Options							DATE: March 6, 2018					
CONTRACTOR: Matheson Tri-Gas, Inc. Basking Ridge, NJ 07920				QUOTATION NO.: 1808		PERCENTAGE OF CONTRACT DOLLARS						
						Availability Group		Contracting Objectives		Participation		
BID/PROPOSER'S PRICE:		FIRM'S OWNERSHIP		White Men		25%		100.0%				
		Ethnicity	Gender	White Women		2%		0.0%				
\$108,000 /yr.*		White		Men		Ethnic Minorities		25%		0.0%		
CONTRACT EQUITY PARTICIPATION												
COMPANY NAME		ESTIMATED AMOUNT	ETHNICITY	GENDER		CONTRACTING PARTICIPATION						
				M	W	White-Men	White-Women	Ethnic Minorities	Unclassified	Publicly Held Corp.	Gov't/Non Profit	Foreign
PRIME: Matheson Tri-Gas, Inc.		\$108,000	White	X		100.0%						
SUBS: None												
TOTAL		\$108,000				100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CONTRACTOR'S WORKFORCE PROFILE (From P-025 Form)												
		White Men		White Women		Ethnic Minorities		Total Employees				
No. of Employees:		6		0		0		6				
Percent of Total Employees:		100.0%		0.0%		0.0%						
MSA Labor Market %:		27.8%		24.6%		47.6%						
MSA Labor Market Location:		Solano										
COMMENTS												
Contract Equity Participation - 100% White Men participation.												
*Total Not to Exceed \$540,000 - \$108,000 annually for three years with two (2) options for annual renewal.												
Workforce Profile & Statement of Nondiscrimination Submitted				Good Faith Outreach Efforts Requirement Satisfied				Award Approval Recommended				
ON FILE				NA								



AGENDA NO.
MEETING DATE

4.
March 27, 2018

TITLE TRAK FHM7 MILL and TRAK 2470SX LATHE

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

Award a contract to the lowest responsive/responsible bidder, Southwestern Industries, Inc., in the total amount of \$156,039, after the addition of taxes, for supplying one mill and one lathe for Facilities Maintenance Central Machine Shop under Request for Quotation (RFQ) No. 1810.

SUMMARY

This contract is for the purchase of two pieces of computer controlled machining equipment for the Central Machine Shop and the Central Tool Room. Purchase of this equipment ensures the District's ability to meet the current and future needs of service yards and pipeline rebuild projects, increase productivity, and improve machining efficiency. The computer controlled mill and lathe are being acquired to operate alongside current manual and engine-driven equipment. The mill and lathe will now allow design and creation of parts, tools, and repairs that cannot be accomplished with the existing older equipment. This new mill and lathe reduce workload operation, increase safety during operation, and are fully programmable. The procurement of this equipment supports the District's Long-Term Infrastructure Investment Strategic Plan goal.



VENDOR SELECTION

RFQs were sent to three resource organizations and to ten potential bidders, advertised in the Oakland Tribune and posted to the District's website. One bid was received.

SUSTAINABILITY

Economic

This item is included in the FY18/19 operating budget.

Funds Available: FY18/19		Budget Code: 736/2011725/5511
DEPARTMENT SUBMITTING Finance	DEPARTMENT MANAGER or DIRECTOR  Sophia D. Skoda	APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Environmental

The mill and lathe are manufactured using quality state of the art products including a significant quantity of recycled materials. The producer has procedures in place for post-manufacturing scrap metal and plastic recycling.

ALTERNATIVES

Purchase materials on the open market. This alternative is not recommended because the District would lose the opportunity of pricing afforded by this RFQ bid process.

Do not purchase the materials. This alternative is not recommended because the growing needs of District service yards and the pipeline rebuild program, along with the shops' other infrastructure support and development, has created a demand which has proven hard to meet with our current machining capabilities.

Attachments

P-035 – Contract Equity Program Summary

P-061 – Affirmative Action Summary



AGENDA NO.
MEETING DATE

5.
March 27, 2018

TITLE **NETAPP HARDWARE AND SOFTWARE FOR DATA BACKUP STORAGE
REFRESH**

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

Award a contract to the lowest responsive/responsible bidder, Integrated Archive Systems, Inc., in an amount, after the addition of taxes, not to exceed \$245,000 for supplying NetApp storage hardware and software dedicated to the District's existing Commvault system, with three years of maintenance, beginning on or after March 27, 2018.



SUMMARY

District business data is protected by a Commvault backup and recovery solution which has been operating on dedicated computer hardware and storage since 2013. A refresh of storage hardware is necessary to maintain reliable operation of the Commvault infrastructure. This contract covers the procurement and three years of maintenance of the storage hardware and related software required to continue protecting District data on a daily basis.

DISCUSSION

The Commvault backup and recovery solution was initially implemented in 2013, and is used daily to protect the District's critical business data. The original computer equipment purchased is now at its end of life, and also does not have capacity to accommodate the District's data growth. It is now necessary to refresh the storage hardware and software to maintain the data backup and recovery capability for the District.

Staff researched alternative solutions for backup and recovery for the District and determined that remaining with the Commvault solution running on Dell servers is the best option. However, an upgrade to the existing NetApp storage equipment is necessary to accommodate District data growth moving forward. This equipment also leverages the District's investments in staff training and experience in said solution. Refreshing the backup hardware and software supports the District's Long-Term Financial Stability Strategic Plan goal by implementing technologies that improve the efficiency and effectiveness of business processes.

Funds Available: FY 18/19		Budget Code: WSO/252/1013973/8547
DEPARTMENT SUBMITTING Information Systems	DEPARTMENT MANAGER or DIRECTOR  Andrew J. Levine	APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

VENDOR SELECTION

Under Public Contract Code, Section 10298, agencies such as EBMUD are specifically allowed to purchase directly from State of California contracts or through state-authorized participating agreements, without pursuing separate competitive bidding. Integrated Archive Systems, Inc. is an authorized vendor under the National Association of State Procurement Officers ValuePoint Master Agreement No. MNWNC-121, State of California Addendum No. 7-15-70-34-006 for NetApp Inc. products. By leveraging the state contract, the District was able to receive a quote with favorable pre-negotiated pricing from an established District vendor who specializes in backup and recovery systems.

To confirm that the District is receiving the best possible pricing via the state contract, staff sent additional requests for quotations to seven potential vendors (including a smaller, local vendor), all of whom have volume discount contracts with or through the State of California. Three responses were received and Integrated Archive Systems, Inc. was the lowest.

SUSTAINABILITY

Economic

This item is included in the FY18/19 operating budget.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Environmental

NetApp data storage solutions have earned U.S. Environmental Protection Agency Energy Star certification by design to reduce power consumption to help customers meet their green IT objectives.

ALTERNATIVES

Select an alternative data backup storage technology. This alternative is not recommended because of the expense required to replace a technology that currently meets District requirements. Investments in hardware, software, staff training and experience would be lost.

Formally bid the procurement of NetApp storage. This alternative is not recommended as the District will not be able to receive the economies of scale pricing model which NetApp Inc. can offer through the state contract.


Attachments

P-035 – Contract Equity Program Summary
P-061 – Affirmative Action Summary



CONTRACT EQUITY PROGRAM SUMMARY (P-035)

This summary contains information on the contractor's workforce and contract equity participation. (Completed by District)

TITLE Materials and Supplies NetApp Hardware and Software for Data Backup Storage Refresh			DATE: March 19, 2017									
CONTRACTOR: Integrated Archive Systems, Inc. Palo Alto, CA 94303			PERCENTAGE OF CONTRACT DOLLARS									
		Availability Group	Contracting Objectives		Participation							
BID/PROPOSER'S PRICE: \$245,000 *	FIRM'S OWNERSHIP		White Men	25%	0.0%							
	Ethnicity	Gender	White Women	6%	100.0%							
	White	Women	Ethnic Minorities	25%	0.0%							
CONTRACT EQUITY PARTICIPATION												
COMPANY NAME	ESTIMATED AMOUNT	ETHNICITY	GENDER		CONTRACTING PARTICIPATION							
			M	W	White-Men	White-Women	Ethnic Minorities	Unclassified	Publicly Held Corp.	Gov't/Non Profit	Foreign	
PRIME: Integrated Archive Systems, Inc. SUBS: None	\$245,000	White		X		100.0%						
TOTAL	\$245,000				0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CONTRACTOR'S WORKFORCE PROFILE (From P-025 Form)												
	White Men	White Women	Ethnic Minorities		Total Employees							
No. of Employees:	26	14	14		54							
Percent of Total Employees:	48.1%	25.9%	25.9%									
MSA Labor Market %:	28.0%	23.6%	48.4%									
MSA Labor Market Location:	California											
COMMENTS												
Contract Equity Participation - 100% White Women participation. *Total not to exceed: \$245,000												
Workforce Profile & Statement of Nondiscrimination Submitted			Good Faith Outreach Efforts Requirement Satisfied			Award Approval Recommended						
NA			NA									



AGENDA NO.
MEETING DATE

6.
March 27, 2018

**TITLE DISTRIBUTED CONTROL SYSTEM VALUE PURCHASING AGREEMENT FOR
 WASTEWATER FACILITIES**

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

Authorize a new Value Purchasing Agreement (VPA) with Emerson Process Management, Power & Water Solutions Inc., (Emerson) in an amount not to exceed \$3,550,000 for the purchase of distributed control system (DCS) equipment and programming services at the Main Wastewater Treatment Plant (MWWTP) and remote wastewater facilities, for the period beginning on or after March 28, 2018 to October 31, 2021, with an option to renew for an additional one-year period.

SUMMARY

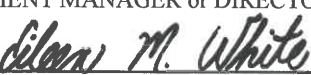

The DCS automates process control of the wastewater treatment facilities. The system also collects and archives field data for reports and analyses. The District's Capital Improvement Project plan includes projects at the MWWTP and remote wastewater facilities that require DCS connectivity for process control. The recommended action will allow the purchase of needed DCS hardware, software, and services for Wastewater capital projects over the next four years.

DISCUSSION

The existing DCS was originally purchased in 1992 and was installed in critical areas of the MWWTP as part of the Wet Weather Expansion. The system was expanded to include most process areas at the MWWTP and major remote wastewater facilities in the following years.

A new VPA is necessary to cover new capital improvement projects over the next four years with an estimated total cost of \$3,550,000 for DCS equipment and services. Anticipated large capital projects include: 1) Digester Upgrade Phase 3; 2) Point Isabel Remote Input/Output Controller Addition; and 3) Gravity Belt Thickening DCS Control.

A sole source procurement of Emerson DCS equipment is needed to match the existing installed system and complete new projects in a cost-effective manner. Staff has negotiated a four-year sole source VPA with Emerson in order to expand and maintain the DCS at the MWWTP and remote wastewater facilities. This agreement offers a discount of up to 68 percent and the District will purchase materials and services

Funds Available: FY18 – FY19		Budget Code: WWC/929/7999/2009282/5521
DEPARTMENT SUBMITTING Wastewater	DEPARTMENT MANAGER or DIRECTOR  Eileen M. White	APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

Distributed Control System Value Purchasing Agreement for Wastewater Facilities

March 27, 2018

Page 2

as needed. The anticipated purchases include projects planned through Fiscal Year 2022. The previous four-year VPA with Emerson was utilized for DCS expansion from August 14, 2012 through August 14, 2016, and was extended for one additional year until August 14, 2017. No Emerson DCS equipment purchases have been made since the VPA expired. As Emerson does not have any authorized representatives, a sole source purchase is the only available option for purchasing Emerson DCS equipment.

Continued use of Emerson DCS equipment will: 1) ensure control system continuity, equipment compatibility, and provide a consistent control environment for monitoring and controlling treatment operations; 2) reduce equipment outages and minimize potential violations of the District's National Pollutant Discharge Elimination System permit; 3) reduce costs by keeping the existing DCS simple and reliable and maintaining user efficiency. The Emerson equipment furnished under this agreement will be installed by construction contractors using competitive bidding practices.

The continued use of Emerson DCS equipment supports the District's Long-Term Financial Stability Strategic Plan goal by implementing technologies that improve the efficiency and effectiveness of business processes.

VENDOR SELECTION

As permitted by California Public Contract Code, Section 3400, staff recommends a sole source award to Emerson to match the existing DCS for consistency to ensure control system continuity, equipment capability, overall equipment warranty, and to maintain user efficiency.

SUSTAINABILITY

Economic

Funds are available in the FY18/19 Wastewater capital budget.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Local 2019 will be notified on a project-by-project basis when programming services are anticipated. At this time, there are no specific projects identified where programming services would be needed.

Environmental

Continued use of Emerson DCS equipment minimizes the risk of process disruption and unplanned failure at the District's wastewater treatment facilities, which would result in permit violations and negative impacts to the environment.

ALTERNATIVES

Purchase Emerson equipment on an as-needed basis. This alternative is not recommended because it would eliminate the District's ability to qualify for a substantial discount, significantly increasing costs.

Competitively bid by replacing the existing DCS with equipment from other vendors. This alternative is not recommended because it would expose the District to unnecessary down time and risk during construction, and the existing system could not be expanded in a cost-effective manner to meet District needs. To replace the system would cost the District over \$29,000,000.

Competitively bid by integrating new equipment from other vendors into existing Emerson DCS. This alternative is not recommended because it is not cost-effective and the District would have two or more DCSs to operate and maintain. District staff would need to be trained for each new DCS. Adding a different DCS to the existing system would also increase the risk of a system failure due to incompatibility, and troubleshooting the system would be more difficult for District staff.

Attachments

P-035 – Contract Equity Program Summary

P-061 – Affirmative Action Summary



CONTRACT EQUITY PROGRAM SUMMARY (P-035)

This summary contains information on the contractor's workforce and contract equity participation. (Completed by District)

TITLE Materials and Supplies Distributed Control System Value Purchasing Agreement for Wastewater Facilities - Four-Year Contract with a One-Year Renewal Option						DATE: October 30, 2017					
CONTRACTOR: Emerson Process Management Power & Water Solutions, Inc. Pittsburgh, PA 15238			Sole Source		PERCENTAGE OF CONTRACT DOLLARS						
BID/PROPOSER'S PRICE:			FIRM'S OWNERSHIP		Availability Group		Contracting Objectives		Participation		
\$3,550,000 *			PHC		-		White Men		25%		
Ethnicity			Gender		White Women		6%		0.0%		
Ethnic Minorities			25%		0.0%		0.0%		0.0%		
CONTRACT EQUITY PARTICIPATION											
COMPANY NAME		ESTIMATED AMOUNT	ETHNICITY	GENDER		CONTRACTING PARTICIPATION					
M		W	White-Men	White-Women	Ethnic Minorities	Unclassified	Publicly Held Corp.	Gov't/Non Profit	Foreign		
PRIME: Emerson Process Management Power & Water Solutions, Inc. SUBS:		\$3,550,000	PHC	X		0.0%	0.0%	0.0%	0.0%	100.0%	0.0%
TOTAL		\$3,550,000	0.0%		0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	
CONTRACTOR'S WORKFORCE PROFILE (From P-025 Form)											
White Men		White Women		Ethnic Minorities		Total Employees					
No. of Employees:		525		103		137		765			
Percent of Total Employees:		68.6%		13.5%		17.9%					
MSA Labor Market %:		46.4%		40.2%		13.4%					
MSA Labor Market Location:		Pennsylvania									
COMMENTS											
Contract Equity Participation - Zero Contract Equity participation since firm is a publicly held corporation. *Total not to exceed: \$3,550,000											
Workforce Profile & Statement of Nondiscrimination Submitted				Good Faith Outreach Efforts Requirement Satisfied				Award Approval Recommended			
NA				NA							



AGENDA NO.
MEETING DATE

7.
March 27, 2018

**TITLE AMEND CONSULTING AGREEMENT TO PERFORM SAFETY INSPECTIONS
AND SAFETY EVALUATION REPORTS FOR CAMANCHE AND PARDEE DAMS**

☒ MOTION ☐ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION



Authorize a third amendment to the agreement awarded to Rizzo International, Inc. (Rizzo), under Board Motion No. 139-17 to increase the not to exceed amount by \$76,484, for consultant services to perform safety inspections and safety evaluation reports that are required under the District's license with the Federal Energy Regulatory Commission (FERC) for Pardee and Camanche Dams. This amendment will increase the agreement ceiling to \$293,484.

SUMMARY

On August 8, 2017, the Board of Directors authorized the original agreement with Rizzo for \$217,000 to perform safety inspections and prepare dam safety evaluation reports for Pardee and Camanche Dams. The additional funding is required to complete a greater number of evaluation reports for Pardee and Camanche Dams than originally anticipated and to assist the District in follow-up response actions. Staff anticipated that the number of potential failure modes and follow-up recommendations would be roughly equivalent to that seen in previous inspections. This inspection resulted in approximately 60 potential failure modes and 50 follow-up recommendations each requiring an evaluation report. This is roughly twice the number in the last similar inspection five years ago. Most of the additional recommendations are related to the Pardee and Camanche Spillways, reflected the increased attention to these facilities following the failure of the Oroville Spillway.

DISCUSSION

Pursuant to Part 12D of the FERC regulations, the Pardee and Camanche Dams must be inspected and evaluated by an independent consultant (IC) once every five years as a required component of the safety program for hydroelectric dams and associated infrastructure. Under contract since 2017, Rizzo has completed the IC inspections, updated the existing potential failure mode analyses, and completed the Pardee and Camanche Dams inspection reports, which the District submitted to FERC. Under federal regulations, the District must retain the services of a FERC-approved IC, who is not a current employee of the licensee, to perform the Part 12D-related safety inspections and to prepare the evaluation reports. The District also must retain the IC to provide as-needed services until December 31, 2023, to assist the

Funds Available: FY 18/19		Budget Code: WSO/WRD/B444/1011865/5231	
DEPARTMENT SUBMITTING Water and Natural Resources	DEPARTMENT MANAGER or DIRECTOR  Richard G. Sykes		APPROVED  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

District in responding to FERC's requests for independent assessments, evaluations, and analyses of matters related to the Part 12D requirements and in responding to FERC's comments on the completed Part 12D reports.

This work supports the District's Long-Term Infrastructure Investment and Long-Term Water Supply Strategic Plan goals.

CONSULTANT SELECTION

Rizzo International, Inc. (assigned from Rizzo Associates, Inc.) was originally selected in 2017 as the best firm based on their qualifications, resources, experience with similar work, and value toward providing the independent consulting services needed by the District.

SUSTAINABILITY

Economic

Funding for this item is included in the FY18/19 operating budget, and this critical work supports cost-effective planning for maintenance and improvements to the District's Mokelumne water supply infrastructure to ensure system reliability. It will help the District identify and prioritize any follow up projects that may be needed through the Part 12D review.

Social

The completed P-035 and P-061 forms for the Contract Equity Program are attached.

Locals 2019 and 21 were notified of the original contract on March 14, 2017. Locals 2019 and 21 did not raise any specific issues related to this contract. Staff notified Locals 2019 and 21 on March 12, 2018 of the increase in cost.

This work supports public safety by maintaining safe operations of the Mokelumne dams and reservoirs. This agreement is part of the District's overall program of public safety related to our dams.

Environmental

This work on the Mokelumne water supply infrastructure complies with federal and state requirements to maintain structural integrity and to operate facilities in a manner that protects public safety, property and the environment. Safe dam operations will prevent the environmental impacts associated with complete or partial dam failure.

ALTERNATIVE

Select a different consultant to perform the work. This alternative is not recommended because the assigned IC from Rizzo International, Inc. has already performed the inspections and finalized the reports. Selecting a different IC would result in incurring additional costs to reassess the inspections and evaluations, which may alter the conclusions and recommendations developed independently by the current IC.

Attachments

P-035 – Contract Equity Program Summary
P-061 – Affirmative Action Summary

I:\SEC\2018 Board Related Items\032718 Board Agenda Items\WNR – Amend Consulting Agreement to Perform Safety Inspections/Evaluations.doc



CONTRACT EQUITY PROGRAM SUMMARY (P-035)

This summary contains information on the contractor's workforce and contract equity participation. (Completed by District)

TITLE					DATE:						
Professional Services Agreement - Amendment Amend Consulting Agreement to Perform Safety Inspections and Safety Evaluation Reports For Camanche and Pardee Dams					March 14, 2018						
CONTRACTOR:			Small Business		PERCENTAGE OF CONTRACT DOLLARS						
RIZZO International, Inc. Pittsburgh, PA 15235					Availability Group		Contracting Objectives		Participation		
BID/PROPOSER'S PRICE:		FIRM'S OWNERSHIP		White Men		25%		0.0%			
		Ethnicity	Gender	White Women		6%		100.0%			
\$76,484 *		White Women		Ethnic Minorities		25%		0.0%			
CONTRACT EQUITY PARTICIPATION											
COMPANY NAME	ESTIMATED AMOUNT	ETHNICITY	GENDER		CONTRACTING PARTICIPATION						
			M	W	White-Men	White-Women	Ethnic Minorities	Unclassified	Publicly Held Corp.	Gov't/Non Profit	Foreign
PRIME: RIZZO International, Inc.		\$76,484	White		X		100.0%				
SUBS: None											
TOTAL		\$76,484				0.0%	100.0%	0.0%	0.0%	0.0%	0.0%
CONTRACTOR'S WORKFORCE PROFILE (From P-025 Form)											
		White Men		White Women		Ethnic Minorities		Total Employees			
No. of Employees:		42		12		15		69			
Percent of Total Employees:		60.9%		17.4%		21.7%					
MSA Labor Market %:		39.0%		33.7%		27.3%					
MSA Labor Market Location:		Total USA									
COMMENTS											
Contract Equity Participation - 100.0% White Women participation											
*Total not to exceed: \$293,484 = \$217,000 (Multiple previous amendments) + \$76,484 (Amendment)											
Workforce Profile & Statement of Nondiscrimination Submitted				Good Faith Outreach Efforts Requirement Satisfied				Award Approval Recommended			
NA				NA							



AGENDA NO. 8.

MEETING DATE March 27, 2018

**TITLE MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 39**

☐ MOTION ☒ RESOLUTION ☐ ORDINANCE

RECOMMENDED ACTION

- Approve the 2017-2021 Memorandum of Understanding (MOU) and other special agreements between the District and the International Union of Operating Engineers Local 39.
- Approve revisions to District salary schedules.
- Amend all existing Civil Service Rules, Policy Statements and Procedures and other pertinent resolutions to conform to revisions contained in the MOU and in the Resolution.
- Authorize the General Manager to amend the District's contracts with medical providers to conform to the provisions of the MOU and the Resolution.

SUMMARY

Staff recently concluded negotiations with Local 39 resulting in a four (4) year MOU (April 17, 2017 through April 25, 2021). This Resolution approves that MOU, which applies to approximately 47 employees.



DISCUSSION

Significant terms of the recently concluded MOU with Local 39 are summarized below and are effective upon Board consideration and adoption, unless otherwise specified.

- **General Salary Increases:** Provides general salary increases over the four (4) year MOU term as noted below:

First Year: 4.0%, effective April 17, 2017.

Second Year: Effective April 16, 2018, CPI-W plus .5%. (If the CPI-W is below 2%, the increase shall be CPI-W plus .5% with a minimum increase of 2%. If the CPI-W plus .5% is above 2% but less

Funds Available FY:		Budget Code:	
DEPARTMENT SUBMITTING: Human Resources	DEPARTMENT MANAGER or DIRECTOR:  Laura A. Brunson		APPROVED:  General Manager

Contact the Office of the District Secretary with questions about completing or submitting this form.

than 4.5%, the increase shall be CPI-W plus .5%. If the CPI-W plus .5% is above 4.5%, the maximum increase shall be 4.5%).

Third Year: Effective April 15, 2019, CPI-W plus .5%. (If the CPI-W is below 2%, the increase shall be CPI-W plus .5% with a minimum increase of 2%. If the CPI-W plus .5% is above 2% but less than 4.75%, the increase shall be CPI-W plus .5%. If the CPI-W plus .5% is above 4.75%, the maximum increase shall be 4.75%).

Fourth Year: Effective April 13, 2020, CPI-W plus .5%. (If the CPI-W is below 2%, the increase shall be CPI-W plus .5% with a minimum increase of 2%. If the CPI-W plus .5% is above 2% but less than 5%, the increase shall be CPI-W plus .5%. If the CPI-W plus .5% is above 5%, the maximum increase shall be 5%).

- **Medical Plan Changes:**

Effective January 1, 2019, hearing aid coverage will be added to the Kaiser plan for a benefit of \$1,000 per ear every three years.

Effective January 1, 2019, Health Net California coverage will end, and will be replaced with Sutter Health Coverage.

Effective January 1, 2019, the Supplemental Benefit Program benefit will be changed from \$905 to \$915.

- **Dental Insurance:** Effective January 1, 2018, maximum annual benefits will be increased to \$3,000 for PPO-Dentists and \$2,500 for Non-PPO-Dentists.
- **Cash-in-lieu of medical benefits for all eligible employees:** Effective January 1, 2019, the cash-in-lieu provided to employees who receive medical insurance coverage through their spouse or partner and elect not to receive District-paid medical insurance will change from \$450 per month to \$500 per month.
- **Increase the Meal Allowance:** Provides an increase to the meal allowance for eligible employees from \$18 to \$20.
- **Vacation Sell Back:** The maximum number of hours any employee may choose to sell back to the District during the payroll year is increased from 80 to 120.
- **Safety Shoes:** Provides an increase to the benefit from \$170 to \$215.

- **Transportation Subsidy for all eligible employees:** The District will continue to provide a subsidy each month to subsidize the cost of an employee's regular commute on public transportation between work and home.

Effective 7/1/18 \$125
Effective 7/1/19 \$135
Effective 7/1/20 \$145

- **Special Leave/Death in Family for all eligible employees:** This benefit has been expanded to include 5 workdays for death of a stepparent or stepchild and 3 workdays for death of a mother-in-law and father-in-law.
- **Holiday:** Effective January 1, 2019, replaces Admissions Day with the day after Christmas.
- **20-Year Wage/Career Service Pay for all eligible employees:** Provides a 3.75% wage increase after 20 years of continuous District service for California Public Employees' Pension Reform Act of 2013 (PEPRA) participants only.
- **Certification Pay for Local 39:** Change from \$50 to \$75 for 1st higher certificate level and \$50 to \$75 for 2nd higher certificate level for a maximum of \$150.

Group Health Plan Benefit Contracts

The General Manager is also authorized to amend any and all contracts with the District's medical plan providers to conform to the provisions of the MOU with Local 39 and this Resolution.

SUSTAINABILITY

Economic

Sufficient funds are available in the FY18 and FY19 budgets to meet all of the first and second year fiscal obligations under the proposed MOU.

Social

Local 39 ratified its MOU on March 14, 2018.

RESOLUTION NO. _____

APPROVE IMPLEMENTATION OF THE 2017-2021 MEMORANDUM OF
UNDERSTANDING AND OTHER SPECIAL AGREEMENTS WITH INTERNATIONAL
UNION OF OPERATING ENGINEERS LOCAL 39; AMEND POSITION RESOLUTION
AND REVISE SALARY RANGES, SALARIES AND WAGE RATES AND OTHER
BENEFITS FOR EMPLOYEES REPRESENTED BY INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 39

Introduced by Director

; Seconded by Director

WHEREAS, the Board of Directors of the East Bay Municipal Utility District (District) is charged with the responsibility to determine the number and character of positions required to carry on the functions of the District, and to establish an appropriate salary, salary range or wage for each position so created; and

WHEREAS, the District and the International Union of Operating Engineers Local 39 (UOE Local 39 or Local 39) have engaged in labor negotiations and have reached a tentative agreement on all terms contained in the Memorandum of Understanding between the District and Local 39 (Local 39 MOU); and

WHEREAS, Local 39 ratified the tentative agreement by a majority of its members on March 14, 2018; and

WHEREAS, the General Manager recommends that the Local 39 MOU be approved by the Board of Directors and that provisions of the MOU be implemented effective immediately, insofar as practicable, and made effective April 17, 2017, except as otherwise specified;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Bay Municipal Utility District as follows:

Section 1. Ratification of MOU with UOE Local 39

- a. The 2017-2021 MOU and other special agreements between the District and IFPTE Local 39, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved.
- b. The UOE Local 39 Salary Schedule appears as Appendix A of the UOE Local 39 MOU, and shall be implemented with an effective date of April 17, 2017, and certain interim amendments to District rules, regulations and policy statements required by the MOU shall be implemented with an effective date of March 27, 2018, except as otherwise specified herein or in Exhibit A.

Section 2. Salary Ranges—UOE Local 39

- a. Section 4 of Board Resolution No 34076-16 “Revise District Salary Ranges, Salaries, and Wage Rates” is amended and the monthly salaries of all employees occupying positions in classifications represented by UOE Local 39 shall be adjusted and increased by 4% in accordance with the classifications and monthly wage rates listed in the salary schedule effective April 18, 2016, a copy of which is on file with the Secretary of the District.
- b. Unless specifically indicated otherwise, the monthly salaries established herein shall be effective April 17, 2017 for all such employees on the payroll on March 19, 2018 and for all such employees who retired from the District on or after April 17, 2017, up to and including March 27, 2018.

Section 12. Personnel Policies and Benefit Plans

- a. All existing Civil Service Rules, Policy Statements and Procedures, and other pertinent resolutions shall be and hereby are amended to conform to the provisions referred to in this Resolution. The District will execute any and all further documents and perform any and all further acts reasonably necessary in carrying out the provisions of this section.
- b. The General Manager is hereby authorized to amend any and all existing group benefit contracts in order to conform to the negotiated agreements ratified herein for the term of those agreements without further action required from the Board provided, however, that the General Manager will comply with Resolution No. 31902, Motion 026-95 and Motion 221-97, which require Board approval for any subsequent substantive changes in benefits and for any rate increase that exceeds fifteen percent (15%).

BE IT FURTHER RESOLVED that any provision in any resolution in conflict herewith is hereby superseded.

BE IT FURTHER RESOLVED that the budgets for Fiscal Years 2018 and 2019 and the terms and conditions for the payment of demands as previously established by proper resolutions of

this Board, and as the same may have been from time to time amended, shall be adjusted as necessary in accordance with this Resolution.

ADOPTED this 27th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President

ATTEST:

Secretary

APPROVED AS TO FORM AND PROCEDURE:

General Counsel

{00025011;1}

EXHIBIT A

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as Memorandum) entered into by East Bay Municipal Utility District (hereinafter referred to as the District) and International Union of Operating Engineers, Stationary Engineers, Local 39, (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relationships between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The provisions of this Memorandum supersede all previous agreements and understandings, whether written or oral, between the parties.

ARTICLE I. RECOGNITION

A. Majority Representation.

The District recognizes the Union as the majority representative of all regular, probationary, limited term (LT), temporary construction (TC) and part-time employees (except Worker Trainees) within the class titles of the formally recognized unit as enumerated in Attachment A, "Class Titles/Salary Ranges", which is attached hereto and made a part hereof.

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

B. Representation of Employees in Limited Term and Temporary Construction Appointments.

The following applies to employees in LT and TC appointments in classifications represented by Local 39:

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

The District has the obligation to assign such employees back to a position in their former Civil Service classification. Ending LT or TC appointments shall not be grievable.

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

An employee who promotes or transfers to an LT or TC position shall, while in an LT or TC position, receive continuous service credit for purposes of this Memorandum.

LT and TC employees are subject to all Memorandum provisions unless specifically exempted.

ARTICLE II. AGENCY SHOP/DUES DEDUCTION

- A. Eligibility/Exemptions.** All permanent, probationary, limited term, temporary construction and part-time employees in the classifications listed in Attachment A shall, as a condition of continued employment, become members of the Union, or shall pay a service fee equal to the monthly dues of the Union except as provided below. This agency shop agreement shall continue for the life of this Memorandum.

Exemption: Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employees may be required, in lieu of periodic dues, initiation fees, or agency shop fees to contribute to a non-religious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

- B. Compliance.** An employee in one of the classes included in Attachment A employed during the term of this Memorandum shall (and, in the case of a newly hired employee, within thirty (30) calendar days of employment) execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing in the Union, or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union a service fee; or in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to the service fee.

If any current employee fails to authorize one of the above deductions within thirty (30) calendar days of hire into a classification covered by this Memorandum, the District shall deduct the full Union dues from the employee's paycheck.

The Union shall within sixty (60) days after June 30th of each year this Memorandum is in effect provide the District with detailed financial documentation which shall meet the requirements of Government Code Section 3502.5.

- C. Union Dues and Service Fees.** During the life of this Memorandum, and to the extent the laws of the State of California permit and as provided in this Article, the District will deduct one month's current and periodic Union dues or service fee based upon a uniform dues schedule from the pay of each employee who has heretofore or shall hereafter execute and deliver to the District a deduction authorization form, or who has deductions made from salary pursuant to Article II Section B above.

When certifying membership dues or service fees, the Union shall use the District's Dues

Certification Form.

Payroll deductions shall be made only from the pay due employees on the first payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless (1) a properly executed "Authorization for Deduction of Union Dues or Service Fees" and the amount of the monthly membership dues or service fees certified by the Secretary of the Union have been delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective; or (2) pursuant to Article II Section B.

All sums deducted by the District shall be remitted to the Union at an address given to the District by the Union, once each month by the fifteenth (15th) calendar day following the payday on which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

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

The District shall furnish, monthly, a list of all employees (including current addresses) appointed within classifications contained in Attachment A of the Memorandum who are subject to the provisions of the agency shop agreement.

The Union shall furnish the District with its annual audit showing justification for its agency fee.

ARTICLE III. DISTRICT RIGHTS

- A. **Definition of Rights.** The rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work provided, however, that the exercise of such District rights shall not conflict with the express provisions of this Memorandum.

District and Union mutually intend and agree that District may unilaterally exercise any and all rights reserved by this Article without further meeting and conferring with the Union. It is further mutually agreed that Union and District have met and conferred on all matters

reserved to District by this Article and Union does expressly waive any and all rights to further meet and confer on such issues, or any of them, during the period of this Memorandum. Any dispute concerning the interpretation or application of District's rights shall be deemed a grievance and must be processed under Article 16.

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

ARTICLE IV. NO DISCRIMINATION/HARASSMENT

- A. **No Discrimination.** There shall be no discrimination of any kind by the Union or the District against any employee, to the extent the applicable law prohibits such discrimination because of ~~race, religious creed, color, age, marital status, national origin, ancestry, sex, sexual orientation, political affiliation, physical or mental disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic)~~gender identity or expression, race, color, religious creed, national origin, ancestry, age, physical or mental disability (including AIDS and HIV), medical condition (cancer), genetic information, marital or domestic partnership status, sexual orientation, veterans or any other status protected by state and federal laws.

To the extent applicable law prohibits, there shall be no discrimination because of lawful Union activity, Union membership, or non-membership. Grievances alleging discrimination because of political affiliation, Union membership, non-membership, or any lawful union activity, are filed with the Manager of Employee Relations. Grievances alleging discrimination based on an EEO protected category are filed in accordance with District Procedure ~~105~~227.

- B. **Harassment, Disparate Treatment and Inappropriate Behavior.** In addition to behavior violations of Section A. above, the following behavior will not be permitted, tolerated, nor condoned:
- (1) Dishonesty, including providing false information to District Management about the performance of an employee or circulation of private personnel files;
 - (2) Abusive, threatening, or intimidating behavior, gestures or language;
 - (3) Physical threats or physical striking of an employee;
 - (4) Repeated threats of discipline without counseling warning, investigations, or a progressive disciplinary approach, including untimely discipline.
 - (5) Inequitable treatment regarding the application of District policies, District rules,

this MOU, or those items listed in Section A above;

- (6) Disrespect toward each other, regardless of position, status, or job responsibilities.

- C. **Accommodation for Disabled Employees.** The Union understands that the District has a lawful obligation under Federal and State law to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis, and will not be precedential, or constitute a past practice for anyone other than a qualified individual with a disability.

ARTICLE V. UNION ACTIVITIES

- A. **Union Stewards.** Employees selected by the Union to act as Union representatives shall be known as "stewards". The Union may select six stewards. The names of employees so selected and the areas to which they are assigned shall be certified in writing to the District by the Union. Stewards' duties, functions, and responsibilities shall be limited to investigation activities sufficient to report the matter to the appropriate Business Representative and attending meetings with the District. Only these activities will be paid District time.

- B. **District Board Meetings.**

1. **Attendees.** Consistent with District operating requirements, the Union may designate one (1) employee representative to attend each District Board meeting and workshop (which meeting is otherwise open to the public), including the Retirement Board meeting, without loss of time or pay, during his/her regular scheduled work hours provided that he/she attends the meeting.

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

2. **District Vehicle Use.** Union representatives are encouraged to use a District sedan or pick-up truck, when available, to attend these meetings. When a District vehicle is not available, the employee shall drive his/her own vehicle and will be eligible for reimbursement as described in Article VII, Section H.
3. **401(k)/457 Committee.** In addition, the Union may designate one (1) employee to serve on the 401(k)/457 Deferred Compensation Committee without loss of time or pay.

- C. **Communication with Employees.** The Union shall have designated for official Union business a specific portion of District bulletin boards with space adequate for the posting of 4 sheets of paper (8.5 inches by 11 inches) or a contiguous area approximately 17 inches wide by 22 inches long. Items placed in the Union section of District bulletin

boards shall be signed by an officer of the Union and shall not contain salacious or inflammatory material that is derogatory towards the District, its employees, or its policies. The Union may distribute materials to employees within the classifications it represents through District mail distribution channels, with all such mailings subject to the prior approval of the Manager of Employee Relations. These provisions may be revoked in the event of abuse after the Manager of Employee Relations consults with representatives of the Union.

- D. Visits by Union Representatives.** The District agrees that accredited non-employee representatives of the Union, whether local, district council, or international representatives, shall have access to District premises for the purpose of meeting with Union officials or employees when investigating grievances or determining compliance with this Memorandum. Arrangements for visits to District premises for these purposes shall be made through the Manager of Employee Relations. Employee meetings with non-employee Union representatives shall not be paid for by the District.
- E. Limitations on Union Activities.** Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaigns for office, distribution of literature or conducting of membership drives, shall not be conducted during working hours, in District work areas, or on District property without prior approval of the Manager of Employee Relations. The election of stewards on non-working time may be conducted at work sites when it does not interfere with the operations of the District. Prior notice of two (2) work days shall be given to the work unit supervisor.
- F. New Employee Orientation.** As part of the District's new employee orientation, the Union shall have fifteen (15) minutes to provide information and answer questions to new employees who are in classifications covered by this Memorandum of Understanding.

ARTICLE VI. SALARY AND WAGE SCHEDULE

A. Wages

1. **First Year Increases.** Effective April ~~22, 2013~~ 17, 2017, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by ~~34.0~~ 3.0%.
2. **Second Year Increases.** Effective April ~~21, 2014~~ 16, 2018, the monthly salary rates of District employees covered by this Memorandum of Understanding shall be increased by the February 201~~8~~ 4 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) plus 0.~~58~~ 5%. The minimum increase shall be 2% and the maximum increase shall be 4.5%.
3. **Third Year Increases.** Effective April ~~20, 2015~~ 15, 2019, the monthly salary rates of employees covered by this Memorandum of Understanding shall be increased

by the February 201~~95~~ San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) plus 0.~~58~~0%. The minimum increase shall be 2% and the maximum increase shall be 4.75%.

4. **Fourth Year Increases.** Effective April ~~18, 2016~~13, 2020, the monthly salary rates of employees covered by this Memorandum of Understanding shall be increased by the February 20~~2016~~ San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) plus 0.~~58~~0%. The minimum increase shall be 2% and the maximum increase shall be 5.0%.

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

C. Twenty Year Wage Adjustment.

1. Each employee who is employed by the District prior to January 1, 2013 or who is an employee covered by the 1980 Retirement Plan covered by this Memorandum- shall be entitled to a wage adjustment following completion of twenty (20) years of continuous full-time District service. The adjustment for such employees shall be 2.75% (plus or minus no more than one dollar per month) added to the monthly salaries set forth, exclusive of overtime, night shift differential or standby pay. Employees who receive this benefit are not eligible for the benefit listed in Section C.2.
2. Employees who are covered by the 2013 Retirement Plan shall be entitled to a salary increment of 3.75% (plus or minus no more than one dollar per month) following completion of twenty (20) years continuous full-time District service. The adjustment shall be added to the monthly salaries set forth, exclusive of overtime, night shift differential or standby pay. Employees who receive this benefit are not eligible for the benefit listed in Section C.1.

D. **Work Out-of-Classification.** When an employee temporarily assigned to perform the full range of duties replaces another employee in a higher classification, he/she shall be paid an additional 5% of his/her pay (including shift differential) or the beginning of the range of the higher classification, whichever is greater, for such work. Assignments to perform the work of a higher classification pursuant to this Section, will be tracked by hours worked and shall not exceed 480 hours in a calendar year. By use of this Section, the District will not attempt to avoid District Civil Service Rules and the filling of regular full time positions. The District will make reasonable efforts to distribute work-out-of-class on an equal and rotational basis for qualified employees, beginning with the most senior unit member.

E. **New Classifications.** The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the description of a class represented by the Union, the District will advise the Union of such change and of the salary for the class. Upon request of the Union, the parties shall meet and confer on

the salary for the classification. Establishment of salary is not subject to the grievance procedure as contained in this Memorandum.

F. Payment for Licenses/Certificates.

1. General Provision. The District shall pay all normal and regular fees incurred in the obtaining of any water treatment and/or distribution licenses or certificates that are required by the District for the job classification of the employee. It is understood that any late or penalty fees, which are not caused by District action, shall not be included in normal or regular fees. The District shall pay actual fees for employees who obtain higher level licenses or certificates than required for their class but within their normal class series. Employees shall be granted paid time to take tests for any licenses or certificates required for the employee's current job classification.

2. Senior Water Treatment/Water Treatment Operators Over-Certification Premium Payment. Employees in the Water Treatment Operator classification who obtain a Water Treatment Operator's certificate at a higher level than required for their classification shall receive a ~~\$50.00~~75.00 per month premium. If they receive a second, higher classification certificate, they will receive an additional ~~\$50.00~~75.00 per month, for a maximum total of ~~\$100.00~~150.00 per month premium. Employees on unpaid status for two (2) consecutive pay periods, due to illness or injury, will have their over-certification premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury, will have their over certification premium payments discontinued effective the first full pay period after their leave begins, and their payments will resume once they have returned to work.

- 3; Senior Water Distribution Operators/Water Distribution Operators Over-Certification Premium Payment. Employees in Water Distribution classifications who obtain a Water Distribution Operator's certificate at a higher level than required for their classification shall receive a ~~\$50.00~~75.00 per month premium. If they receive a second, higher classification certificate, they will receive an additional ~~\$50.00~~75.00 per month, for a maximum total of ~~\$100.00~~150.00 per month premium. Employees on unpaid status for two (2) consecutive pay periods, due to illness or injury, will have their over-certification premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury, will have their over certification premium payments discontinued effective the first full pay period after their leave begins, and their payments will resume once they have returned to work.

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

- H. Adjustment for Overpayments.** In the event an employee is erroneously overpaid by the District, regardless of fault, the District shall provide written notification to the effected employee detailing the date(s) the overpayment occurred, and the amount of the overpayment. Upon obtaining written authorization from that employee to make the deductions to recoup the overpayments, the District shall recover overpayment by by making the agreed upon deductions deducting from ~~that~~ employee's regular paycheck, ~~either the full amount of the overpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue s~~Said deductions will continue for as many consecutive pay periods as necessary until full overpayment is recovered.

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

ARTICLE VII. DAYS AND HOURS OF WORK

- A. Workday.** The standard workday shall consist of eight (8) consecutive hours of work (exclusive of any unpaid meal period) within a 24-hour period beginning at 12:00 midnight except as otherwise mutually agreed.
- B. Workweek.** The standard workweek shall consist of five (5) consecutive workdays within a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12:00 midnight Sunday, except as otherwise mutually agreed.

Notwithstanding Section A and the paragraph above, upon request of an individual employee or a group from the work unit, in accordance with the Compressed Workweek Guidelines, the District will investigate and may change the beginning and ending workday hours of that employee, or the workdays and workweeks of employees within any particular work unit, provided the work or the operation of the unit concerned will not be unduly impaired by such adjustment. Such adjustment shall not affect the total length of the workweek. All requests for flexible schedules in accordance with the Compressed Workweek Guidelines will be examined and considered for implementation by the District. The decision of the District on granting or refusing to grant a change in the beginning and ending workday hours or workweek shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum.

When a shift pattern is requested and agreed to by the majority of the classification

within a work unit or plant and approved by the District, all new hires or promotions within the classification that work the shift pattern will be required to adhere to that schedule subject to the requirements of the Compressed Workweek Guidelines.

- C. **Continuous Operations.** In operations in which there is regularly scheduled employment for twenty-four (24) hours per day, seven (7) days per week, the hours of work shall consist of eight (8) consecutive hours per workday and, except during scheduled rotation or relief operation, five (5) consecutive days per workweek (except where alternate schedules are approved by the Division Manager for the work unit).

All members of Local 39 are considered continuous operations for the entire length of this MOU, with the exception of Water Distribution Operators.

In continuous operations, except where such occurs on a regular, recurring basis as part of a rotating shift schedule, employees who are called back to work an eight (8) hour shift after being off their previous shift eight (8) or fewer hours shall be paid one (1) hour at the overtime rate in addition to their pay for such time worked.

When a treatment facility is shutdown as part of a planned seasonal shutdown, employees assigned to work at that facility will be moved to the day shift for the duration of the facility shutdown and will be paid their regular shift differential for the first two weeks of the plant shutdown.

Employees in continuous operations who are required to be at their work stations for eight (8) consecutive hours shall eat during working hours, and shall take their breaks in the general vicinity of their work stations.

In operations where regularly assigned work schedules are changed, the work schedule shall be posted, and changes in schedule shall be posted a minimum of seven (7) calendar days in advance of the effective date of change. In those instances when the District does not meet this advance notice requirement, the operator shall be paid a premium of one (1) additional hour at the overtime rate for the next shift he/she works.

Penalty Pay

1. Roving Operators and unassigned Operators shall be notified 120 hours (5 days) in advance of changes in their work schedules. This advance notice shall not apply in cases of illness or other emergencies. In those instances when the District does not meet this advance notice requirement, the Roving Operator shall be paid a premium of one (1) additional hour at the overtime rate for the next shift he/she works.
2. Roving Operators and unassigned Operators shall be notified 24 hours in advance of changes in work location. In those instances when the District does not meet this advance notice requirement, the Roving Operator shall be paid a premium of one (1) additional hour at the overtime rate for the next shift he/she works.

Seniority in class will determine the assignment of shifts.

- D. Changes in Days and Hours Of Work.** It is understood that, all other provisions of this Article notwithstanding, the hours of work, workday, and workweek practices in effect on the effective date of this Memorandum may be continued at the option of the District; provided, however, changes in such practices shall be subject to prior consultation with the Union.

Notwithstanding the above, the District shall be permitted to schedule shifts one (1) hour earlier or later than current shift starting times. If such shift creates work in two (2) different calendar days, all time will be treated as if it were worked in the calendar day containing the majority of the workday. For example, if the start of the workday is changed from 12:00 midnight to 11:00 p.m., the employee will be paid as if all work commenced at 12:00 midnight.

The District will not temporarily change the scheduled workday or workweek of employees for the purpose of avoiding overtime payments. Employees shall be compensated for time worked in excess of their regularly scheduled workday or workweek as provided in Article ~~8VIII~~, Section ~~8-1A~~ of this Memorandum of Understanding. Nothing herein shall be interpreted as limiting the District's right to reschedule shifts on a long-term or permanent basis as provided in this Article.

- E. Rest Periods.** Employee work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) of the workday. Rest periods shall be scheduled so as not to interfere with efficient operations of the District.
- F. Meal Periods.** Employees shall be granted a thirty (30) minute lunch period, without pay, except as otherwise provided, scheduled at approximately the middle of the workday. Time taken for meals eaten away from the work location shall be unpaid time.
- G. Clean up Time.** Where the nature of the work is such that cleanup is required, work schedules shall be arranged to allow reasonable time for that purpose prior to the end of the workday. The District shall provide facilities for cleanup.
- H. Reimbursement ForUse of Private Car.** The District will reimburse employees at the rate of sixty one cents (~~\$~~.61) per mile for each mile they are authorized and required to drive their private cars within the employees' normal areas of operations in the performance of their assigned duties. Annually in July, the District will adjust this amount to conform to the American Automobile Association (AAA) composite per mile cost for a 6-cylinder, 4-door sedan in the 15,000 miles per year category. This information is obtained from the Annual Edition of Your Driving Costs, published by the American Automobile Association, Falls Church, Virginia. In the event such publication is not available, the parties will meet and confer on the new data.
- I. Fatigue Time.** Employees shall receive full pay for fatigue time if they have worked

overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift. Fatigue time can be taken at the beginning or end of the shift. Fatigue time shall be calculated as follows:

- a) Subtract the ending time of overtime from the beginning time of the next regular shift.
- b) Subtract that figure from eight (8) hours.
- c) The difference is the fatigue time due to the employee.

Example. OT is worked from 1:00 a.m. until 4:00 a.m. Regular shift begins at 8:00 a.m. The difference is 4 hours between the end of OT and the beginning of the next regular shift. (8 hours - 4 hours = 4 hours of fatigue time due to the employee.)

Employees shall not receive fatigue time if: (a) the overtime is completed more than eight (8) hours prior to the start of their next regularly scheduled shift, or (b) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (c) they are assigned to continuous operations.

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

ARTICLE VIII. OVERTIME

- A. **Rate of Pay.** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per workday or forty (40) hours per workweek except as provided in Article VII, Section B. Time worked at the overtime rate due to Call Time (as defined in Article X) overlap of the employee's regular workday shall be counted in determining the eight (8) hours per workday or forty (40) hours per workweek required to establish a base for overtime. There shall be no pyramiding of overtime pay.
- B. **Limitation and Distribution of Overtime.** No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. If an employee works thirty-two (32) hours in a pay period on emergency overtime work, that employee will not be subject to non-emergency necessary overtime work in the same pay period unless the employee volunteers for such work. An employee shall be obligated to work non-emergency necessary overtime work to the extent that the employee has not worked

thirty-two (32) hours in a pay period as emergency overtime work, (defined below) i.e., emergency overtime hours worked shall reduce the hours' limitation for non-emergency necessary overtime in the same pay period.

- C. **Voluntary Overtime Lists.** Work units having overtime work will establish lists of employees who are available to work overtime on a voluntary basis. The initial order of call when the lists are established shall be by seniority; thereafter, employees will be called on a rotating basis subject to the operating procedure of the work unit. The operating procedure for such lists shall be developed by each work unit and shall take into account the nature of the overtime work available, skills required to do the overtime work, and the operational requirements of the work unit.
- D. **Emergency Overtime.** Emergency or unscheduled overtime is defined as overtime that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work.

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

- E. **Non-Emergency Necessary Overtime.** The District will request volunteers for all available necessary overtime. Overtime work shall be distributed as equally as possible among qualified employees working within the same job classification, within the same work unit. No volunteer may work more than sixteen (16) consecutive hours without approval of the Division Manager.

No employee will be assigned to work more than sixteen (16) hours in any 24-hour period or to work more than thirty-two (32) hours per pay period of non-emergency necessary overtime work. The parties emphasize the distribution commitment contained in Article VIII, Section B, to minimize the impact of assigned overtime on an individual employee. In the event an insufficient number of employees volunteer for necessary overtime, the District shall assign employees to fill vacancies (on a rotating basis) in inverse seniority order in the affected unit and classification. Whenever an employee is on standby, the District will not assign other overtime work to that employee unless the entire rotation of his/her classification has been exhausted and overtime is still necessary. However, an employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

With District approval, employees may trade all overtime assignments. Until a trade is approved, all overtime assignments are part of an employee's job responsibilities.

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

work.

F. **Compensatory Time.** Compensatory time will be provided at 1.5 hours for each hour of overtime worked. The maximum accrual of compensatory time will be 75 hours in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January and ending with the last pay period for which pay is received in December. All overtime worked after an employee has accrued or used 75 hours of compensatory time in a payroll year will be paid at the appropriate overtime rate. All employees who have accrued compensatory time at the end of the last pay period, for which pay is received in December, shall have their compensatory time carried over as compensatory time into the next (following) payroll year. All compensatory time carried over from the last payroll year to the next must be used by the end of the next payroll year or it will be paid off to the employee at the end of the next (following) payroll year at the applicable FLSA rate. Any compensatory time used in the next (following) year will first be deducted from any compensatory time that was carried over from the last payroll year, if any. Compensatory time accrued after the last full pay period of the payroll year, but prior to the end of the calendar year, will be credited and included in the accrual for the following payroll year. Use of accumulated compensatory time shall be scheduled and approved by the District so as not to disrupt the operation of the work units.

G. **Paid Meals.** Each employee who works continuously two (2) hours or more immediately after a regular scheduled shift workday shall be paid a meal allowance of \$~~18~~20.00. In the event such an employee continues to work beyond such first two (2) hours, and such work is not part of the regular shift, the employee shall be paid an additional meal allowance of \$~~18~~20.00 for each successive four (4) hour period so worked. In the event an employee works overtime that is not contiguous to his/her regular shift, the employee shall be paid a meal allowance of \$~~18~~20.00 for each four (4) hour period worked.

ARTICLE IX. STANDBY PAY

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

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

When an employee is on standby on a day that is designated as a District holiday, the

employee shall receive standby pay for three (3) eight-hour standby periods on that holiday, in addition to receiving regular holiday pay.

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

ARTICLE X. CALL TIME

- A. Minimum Call Time Period.** Employees called to work outside of their regularly scheduled shift shall be paid for a minimum of two and one-half (2-1/2) hours at the appropriate overtime rate.
- B. Shift Overlap.** If the call-time work assignment and the employee's regular shift overlap, the following shall occur:
1. The time that the minimum call-time guarantee overlaps the employee's regular shift will be paid as a premium using a separate payroll code and will not affect the employee's regular shift or hours. Minimum call-time overlap is a premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit.
 2. The District and employee will pay retirement contributions for the regular shift hours worked by the employee at the regular rate of pay and the employee will receive service credit in the Retirement System for the employee's regular shift hours.
 3. No retirement contributions will be made for overtime compensation paid to the employee for the minimum overtime guarantee and no retirement service shall be credited for overtime work.
- C. Rest/M meal Break.** If an employee is called to start work less than two and one-half (2-1/2) hours before the start of his/her regularly scheduled shift, the employee shall be allowed a :fifteen (15) minute break prior to the start of his/her shift. If the employee is called to start work two and one-half (2-1/2) or more hours before the start of his/her regularly scheduled shift, he/she shall receive a thirty (30) minute paid meal break prior to the start of his/her regular shift.

ARTICLE XI. SHIFT DIFFERENTIAL

- A. Definition and Compensation for 8-Hour Shifts:** Employees who work a scheduled eight (8) hour shift between the hours specified below shall receive shift differential as follows:
1. Beginning at 11:00 a.m. through 10:59 p.m. an additional 10% of his/her hourly rate per hour.
 2. Beginning at 11:00 p.m. through 3:59 a.m., an additional 15% of his/her hourly rate per hour.
- B. Definition and Compensation for 12-HourShifts:** Employees who work a scheduled twelve (12) hour shift between the hours specified below shall receive shift differential as follows:
1. Beginning at 7:00 a.m. through 7:00 p.m., no shift differential.
 2. Beginning at 7:00 p.m. and 7:00 a.m., an additional 15% of his/her hourly rate per hour.
- C. Continuous Operations.** In continuous operations, when an employee's shift is extended by additional hours either before or after the normal shift, overtime compensation shall be based on the hourly rate for the shift that was extended or actually worked, whichever is greater.

ARTICLE XII. CONTRACTING AND SUBCONTRACTING

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

ARTICLE XIII. LEAVE PROVISIONS

A. Holidays.

1. Legal Holidays.
 - (a) The following legal holidays will be granted eligible employees:

New Year's Day

January 1

Martin Luther King, Jr.'s Birthday

Third Monday in January

Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Floating Holiday	See Section 4

2. Legal Holidays (Effective January 1, 2019).

(a) The following legal holidays will be granted eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
<u>Day After Christmas</u>	<u>December 26</u>
Floating Holiday	See Section 4

2. Alternative Days. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. This paragraph does not apply to shift employees in continuous or seven (7) day operations (see paragraph XIII5d).
3. Eligibility. Full-time employees shall receive the above holidays off with no loss in pay when both the following conditions are satisfied:
 - (a) The employee works or is on Authorized Leave (with or without pay) on his/her scheduled workday immediately before and immediately after the holiday; and

- (b) The employee is in a paid status for at least 8 hours within the payroll period in which the holiday falls.
- 4. Floating Holiday. In addition to the holidays specified above, each employee shall receive one floating holiday per calendar year. If the floating holiday is not used by the end of the payroll year, defined as the last period for which pay is received in December, it shall be forfeited for that calendar year. Use of this floating holiday after the payroll year but prior to the end of the calendar year will be charged against the following year's entitlement.
- 5. Holiday Pay.
 - (a) Employees who work on a designated holiday shall receive overtime pay for hours worked in addition to their regular straight time pay.
 - (b) Employees whose scheduled day off falls on a designated holiday shall receive a day's pay at the straight-time rate; such employees who work on a designated holiday shall, in addition, receive overtime for hours worked.
 - (c) In the event that a holiday falls on an employee's day off, (including an employee's compressed day off) the employee will be credited with eight (8) hours of vacation, or the employee may choose to receive holiday pay, to be added to 80 hours of regular pay (a total of 88 hours at regular rate for the pay period) . If the employee does not indicate that he/she wishes to receive holiday pay, the holiday will be added to his/her vacation accrual.
 - (d) In continuous operations and seven (7) day operations, the employee will receive the actual holiday according to the stated conditions, instead of the District observed holiday.
- 6. Holiday Pay Retirement Contributions and Career Credit
 - (a) Eight Hour Work Schedule. Employees who work in a 24-hour continuous operation or a 7-day per week operation and are scheduled to work on a holiday and actually work on the holiday as specified in ~~the this 2003-~~ MOU ~~between the District and Local 39~~ shall receive the following:
 - 1. Eight (8) hours of regular straight time pay for the holiday worked that will be subject to retirement contributions from both the District and employee and be counted toward retirement service credit.
 - 2. Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their

vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward service credit.

3. Four (4) hours of holiday premium at the regular straight time rate that may be paid or added to compensatory time accruals in accordance with ~~the this 2003-MOU-between-the-District-and-Local 39~~. If taken as pay; holiday premium pay is not subject to retirement withholding and will not be counted toward service credit. The four (4) hours of holiday premium pay will be reported using a separate payroll code.

- (b) **Compressed Work Week Schedule.** Employees who work in a 24-hour continuous operation or a 7 day per week operation and work 011 a compressed workweek schedule and are scheduled to work on a holiday and actually work on the holiday as specified in ~~the 2003~~this MOU between the District and Local 39 shall receive the following:

1. Nine (9), ten (10) or twelve (12) hours of regular straight time pay for the worked holiday depending on the duration of their regularly scheduled workday, that will be counted toward retirement service credit and be subject to retirement contributions from both the District and employee.
2. Eight (8) hours of holiday pay at the straight time rate that the employee may choose either to receive as pay or add to their vacation accrual. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit.
3. Holiday premium pay equal to one-half of the duration of the employee's regularly scheduled workday at their regular straight time rate; that may be paid or added to their compensatory time accruals in accordance with ~~the this 2003-MOU-between-the-District-and-Local 39~~. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward retirement service credit. The holiday premium pay equal to one-half of these regularly scheduled hours worked will be reported using a separate payroll code.
4. No retirement contributions shall be taken from overtime compensation paid to the employee for holidays and no retirement service credit for overtime work.

7. **Holiday During Vacation.** Holidays that fall during a vacation shall not be

charged against vacation credits.

8. One Day Special Birthday Float. Each employee shall be granted special leave for his/her birthday based on the employment status of that employee, not to exceed a total of eight (8) hours within the payroll year of his/her birthday. The District will make every reasonable effort to accommodate an employee's request for a specific special leave day off, subject to the operational needs of the District. This birthday float must be taken by the beginning of the last pay period in December.

B. Vacations

1. Eligibility and Allowance. Eligible employees shall accrue vacation leave on the basis of hours paid as follows:

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

2. Initial Use. At any time after completion of six (6) months of service, an eligible employee may use the six (6) vacation days credited for the first six (6) months of employment. Thereafter, employees may use vacation leave equal to the accrued vacation leave credited to their account.
3. Use of Vacation. A maximum of 50 vacation leave days (400 hours) may be deferred by employees. Any employee with deferred vacation accrual in excess of 50 days (400 hours) at the end of any calendar year shall have his or her vacation leave balance adjusted and reduced to 50 vacation days (400 hours) at the beginning of the first payroll period in January unless there is specific written authorization from the General Manager to exceed such limit. If any employee retains more than 400 hours after the three (3) month period, the District will automatically convert to pay all hours in excess of 400 hours as of the last payroll period in December. ~~The District will discontinue the additional notification of employees by letter of vacation leave balances in excess of 400 hours effective with the end of the 2007 payroll year.~~

4. Choice of Vacation.

- (a) Whenever possible, vacations shall be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the Division Manager or designee may place reasonable seasonal or other restrictions on the use of vacation.
- (b) Annual Vacation Bid Lists. The Water Treatment Section establishes vacation lists by job classification for each plant. Vacation selection will be by District seniority on plant lists.
 - 1. The most senior District employee on each list will make his/her first vacation choice and pass the list to the employee next on the seniority list. (The employee will make a selection within five (5) consecutive workdays after receiving the list. If the employee does not select vacation within the five (5) day period, he/she waives selection for that vacation cycle and the list moves on to the next most senior District employee.) The list will be complete when all employees have made up to six (6) vacation choices.
- (c) Supervisors shall recommend the completed schedule to the Division Manager or designee. After the vacation schedule has been approved by the Division Manager or designee, an employee promoted or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.

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

6. Vacation Sell Back. An employee may sell back a maximum of ~~eighty-one~~ hundred twenty (80120) hours of vacation leave to the District in one hour increments during the payroll year. Payments to employees resulting from such sell back of vacation shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

7. Unscheduled Vacation, Compensatory Time, and Floating Holiday Leave.

- a. Supervisors shall approve leave requests for unscheduled (not included in annual bid) vacation, compensatory time off, and floating holiday leave if the following conditions are satisfied:
 - 1) Leave is requested at least two (2) weeks in advance.
 - 2) Coverage is available for the shift (the Roving Operator is

available, there are no conflicting training requirements, or other disruptive schedule changes required for other operators).

- 3) There is no operational need to deny the leave as determined by the supervisor.
- 4) Leave requested less than two (2) weeks in advance will only be considered on a case by case basis.

b. Leave Requests When Another Operator Already Has Approved Leave Or When Bid Shift Coverage Is Not Available. When an employee requests leave for the same period that another employee already has approved leave or when coverage for a bid shift is not available, the supervisor will consider the following factors in evaluating the leave requests:

- 1) Leave is requested at least two (2) weeks in advance.
- 2) There is no operational need to deny the leave as determined by the supervisor.
- 3) No significantly disruptive schedule changes are required for other operators.
- 4) Controllable plant overtime is within acceptable limits.

C. Sick Leave.

1. Eligibility. Any represented employee who, through no fault of his/her own, is unable to be present to perform his/her duties due to illness, injury, medical or dental treatment, or serious medical emergency in the employee's immediate family shall be granted sick leave in accordance with the provisions of this Section.
2. Accrual. Employees shall accrue four (4) hours of sick leave for each full biweekly pay period of continuous service, to a maximum of 1040 hours (130 days). There shall be no sick leave accrual for any workday of unpaid leave in excess of twenty (20) workdays in a calendar year.
3. Use. All sick leave used shall be deducted from the employee's accrued sick leave, with the minimum chargeable time being thirty (30) minutes. When accrued sick leave is exhausted, unpaid sick leave may be granted.
4. Sick Leave/FMLA. Eligible employees who are on paid sick leave or job injury leave will be granted simultaneous leave ~~under pursuant to the Family and Medical Leave Act (FMLA), after an absence of thirteen (13) consecutive workdays, effective January 1, 2004.~~

5. Family Sick Leave. When employee absence is required due to serious medical emergency in the employee's immediate family (i.e. mother, father, stepmother, stepfather, husband, wife; registered domestic partner, son, daughter, stepson, stepdaughter, brother or sister) a maximum of thirteen (13) days (104 hours) of accrued sick leave may be used in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January, and ending with the last pay period for which pay is received in December.
6. Substitution of Sick Leave for Vacation. If an employee becomes ill and takes sick leave before a scheduled vacation begins, the starting date of vacation may be postponed or vacation rescheduled as approved by the District. If an employee becomes ill after his/her last workday before vacation begins or during vacation and the illness extends more than two (2) vacation days, accumulated sick leave shall be substituted for vacation leave for each full day involved. Each vacation leave day that an employee was hospitalized may be converted to sick leave upon submission of satisfactory evidence of hospitalization. Request for such substitution shall be made when the employee returns to work, unless he/she wishes to extend his/her absence, in which case he/she shall contact his/her supervisor before he/she is scheduled to return to work. Request for sick leave substitution shall be accompanied by a doctor's statement or other satisfactory evidence verifying the length of time the employee was incapacitated.
7. Limitations. An employee who is unable to report for work and who fails to notify his/her supervisor in accordance with work unit procedures, may not qualify for paid sick leave. An employee whose illness or injury arises out of non-District employment is not entitled to sick leave. All sick leave use is subject to review, verification and approval by the District. A doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations is required if sick leave extends to ten (10) consecutive workdays or more. Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District-selected physician, if there is reasonable concern about the employee's fitness for duty, or endangering the health of other employees. These evaluations will be conducted on District time.
8. Retirement Credit. Consistent with the terms and conditions of the Retirement Ordinance, when an employee's sick leave accumulation reaches the maximum of 1040 hours (130 days), any hours which would have otherwise accrued thereafter shall be accumulated without limit. Such hours, when added to the existing sick leave accumulation, become Service Extension Credit, to be applied when computing the employee's retirement allowance.
9. Service Extension Credit/Conversion. When an employee is released for return to work as shown by medical evidence satisfactory to the District, after sick leave extending for ninety (90) calendar days or more, the hours of sick leave taken shall be restored to the employee's sick leave account by deducting that number of hours from any service extension credit in the employee's account at the time

of return to work to a maximum of five hundred twenty (520) hours. Such sick leave shall be credited and available for use after the employee's return to work.

10. Sick Leave Buy Back. Employees who use 18 hours or less of sick leave in a six month period are eligible to sell back 8 hours or 16 hours of sick leave to the District. Eligible employees may also convert 8 hours or 16 hours of sick leave to vacation hours.
11. Sick Leave Pay-Out in Lieu of Service Extension Credit. Employees who separate from service due to retirement shall have the option of receiving a lump sum cash payment equal to the value of fifty percent of the accrued hours in the employee's sick leave account and Service Extension Credit account, at base rate, not including shift or other differential or premiums, less applicable taxes, instead of ~~and in lieu of~~ receiving the Service Extension Credit pursuant to Article XIIC 9 and the Retirement Ordinance. Such lump sum payment shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

D. Special Leave.

1. Death in Family. In the event of death in an employee's immediate family (i.e., ~~mother, father, stepmother, stepfather, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, domestic partner, parent, stepparent, spouse, domestic partner, child, stepchild, sibling,~~ grandparent, grandchild or any other person sharing a comparable relationship resulting from a registered domestic partner relationship), the employee shall be granted 40 hours special leave. In the event of death of the employee's mother-in-law or father-in-law, the employee shall be granted three (3) workdays of special leave. Leave granted for death in family may be split between the period immediately following the death and the funeral/services.
2. Funeral of Relative. An employee shall be granted eight (8) hours of special leave to attend the funeral of a close relative not in the employee's immediate family. Close relative includes, spouse's grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, spouse's sister-in-law, spouse's brother-in-law, and employee's aunt, uncle, niece, nephew, and first cousin.
3. Other Deaths. An employee may request authorization by the General Manager or his/her designee for special leave involving deaths other than those listed in paragraphs XIII D1 and XIII D2 above, where the employee considers special leave justified. The decision of the General Manager is final and not subject to appeal.
4. Death in Family, Funeral of Relative, and Other Death Leave Use. This leave shall be taken immediately following the death of the person unless, because of extenuating circumstances, another specified time is required and specific written

authorization is granted by the General Manager to defer such leave to another specified period of time.

5. Jury Duty. An employee shall be granted necessary special leave for jury duty as detailed in an appropriate summons or order. The employee must immediately notify the supervisor when s/he receives a jury duty summons and provide a copy of the instructions that s/he receives. Employees shall follow the instructions of the jurisdiction for which they are summoned, but must report back to work as soon as possible if not required to be present for jury duty or if released from jury duty during the workday.
6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to his/her work shall be granted special leave for such purposes. Such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is ~~for domestic relations matters~~ in the Family Law or Juvenile Division of the Superior Court unless otherwise provided by law.
7. Military Physical Examination. An employee shall be granted special leave to take a required military physical examination.
8. Military Leave. The District shall grant military leave in accordance with applicable laws of the State of California.
9. Blood Donations. Consistent with District operating requirements, employees shall be granted special leave of two (2) hours for giving blood donations at the District, Union, accredited hospital or Red Cross blood banks.
10. Voting Time. An employee who is eligible to vote in primary and general elections shall be granted special leave, when required, not to exceed two (2) hours, at a time when the polls are open, in accordance with California State Law.

E. Job Injury Leave.

1. Eligibility. Job injury leave shall be granted an employee who is unable to report to work following an injury or industrial disease which arises out of and during the course of his/her employment, provided that:
 - (a) Requests for leave are accompanied by a statement from an authorized treating physician indicating the nature of the injury and an estimate of the time the employee will be incapacitated from work; and
 - (b) The reported injury or disease is accepted as compensable by the District Workers' Compensation Administrator.
2. Compensation. When a job injury leave is authorized, the District will grant paid

leave or supplement payments made by the Workers' Compensation Administrator so that the employee will suffer no loss in his/her regular pay for a period not to exceed 480 total hours for each such authorized injury. When lost time totals 480 hours, the employee may choose to receive, or he/she may choose to use, his/her accrued sick leave and/or vacation leave and/or compensatory time to supplement his/her compensation payments so that he/she will suffer no loss in his/her regular pay until such accrued sick leave and/or vacation leave and/or compensatory time is exhausted.

3. Designation of Employee Personal Physician. Notwithstanding the above, pursuant to and consistent with applicable law, an employee may seek treatment from his/her personal physician. The employee must select his/her personal physician thirty (30) days prior to the injury by submitting a completed "Designation of Personal Physician". The personal physician must have treated the employee previously and maintain records of prior treatment. If a chiropractor is selected, the employee must initially see a District-designated physician.
4. Job Injury/FMLA. Job injury leave used will be applied against entitlement to leave under the Family and Medical Act (FMLA).
5. Reemployment-Preference After Job Injury. A former regular employee of the District currently not a District employee as a direct result of disabling job injury shall be granted reemployment preference as follows:
 - (a) An employee who has recovered sufficiently in the opinion of a District-selected physician to resume his/her former duties shall be offered the first vacant position in the employee's former classification.
 - (b) An employee as described above, or an employee who has been rehabilitated and retrained for another occupation because of a disabling job injury, who has been placed on a District employment list and is eligible for consideration for a position, shall be selected to the first vacant position.
6. The preference described above shall be in effect for a period of two (2) years beginning with the date that the employee is determined to be rehabilitated, or a total of four (4) years from the date of termination, whichever is less. The preference shall be given unless:
 - (a) Mandatory selection or reinstatement of another person is required by the Civil Service Rules, the Retirement Ordinance, or law; or
 - (b) The General Manager determines that selection for a specific position would be contrary to the interests of the District.

F. Unpaid Absences

1. General Provisions.

- (a) Leave of absence without pay for any reasonable purpose shall be granted an employee for up to six (6) months whenever the work of the operation concerned will not be unduly impaired by such absence. Leave without pay may be extended for additional periods not to exceed thirty (30) days each with the approval of the General Manager. When it qualifies, unpaid leave of absence used will be applied against entitlement to leave under the Family Medical Leave Act (FMLA).
- (b) There shall be no loss of vacation or sick leave credits for leaves without pay of 160 hours or less in a payroll year; thereafter, there shall be no accrual of vacation and sick leave for any workday of unpaid leave. All leave without pay except unpaid sick leave is deducted from an employee's service when computing retirement credits. All employees who are hired after January 1, 2004 shall not receive retirement credit after 18 months of unpaid sick or job injury leave.
- (c) Insurance benefits at District expense for employees on unpaid sick leave shall be terminated after eighteen (18) months of unpaid sick leave.

- 2. Limitations on Leave. Employees must exhaust all accrued vacation before becoming eligible for unpaid leaves of absence; however, upon agreement between the employee and his/her supervisor, in extenuating circumstances, such unpaid leave shall not be unreasonably denied. FMLA leave, and educational leave shall be exempt from the operation of this paragraph.
- 3. Family Medical Leave. Leave of absence without pay shall be granted for the birth or adoption of a child or for the serious health condition of a child, parent, or spouse, in accordance with the Family Medical Leave Act (FMLA).

ARTICLE XIV. INDIRECT PAY AND ALLOWANCES

- A. Health Insurance. The District shall provide health plan coverage to eligible employees and dependents in one of the each-approved District Health Plans that currently includes listed below. Employee cost share for health plan premiums are shown in the table below:

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

<u>Health Net California</u> <u>Coverage ends 12/31/18</u>	<u>0% employee only tier, 15% double and family</u>
<u>Sutter Health Plus HMO</u> <u>Coverage begins 1/1/2019</u>	<u>0% employee only tier, 15% double and family</u>

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

- Office visit co-pay ~~\$15;~~ \$20 ~~effective January 2017~~
- Prescription co-pay \$10/\$15 ~~effective January 2008~~ for generic and brand name drug types respectively.
- Emergency room visit ~~\$50;~~ \$75 ~~effective January 2017~~ (waived if admitted)
- Hearing Aid Benefit \$1000 per ear, every three (3) years, effective January 1, 2019

2. Association of California Water Agencies/Joint Powers Insurance Authority -Blue Cross (ACWA/JPIA -BC). The District shall pay the full cost of premiums for eligible employees only in the ACWA/JPIA -BC health plan. The District will pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the office visit co-pay for ACWA-BC will be \$15 and the prescription drug co-pay will be \$5.00/\$15.00 for generic and brand name drug types, respectively, unless a change set-as-is mandated by the provider.

3. Health Net California. The District shall pay the full cost of premiums for eligible employees only for Health Net California ~~Hh~~ health ~~P~~plan. The District ~~wish~~ shall pay 85% of the costs for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the following co-pays will be in effect, unless a change is mandated by the provider.

- Office visit co-pay ~~\$15;~~ \$20 ~~effective January 2017~~
- Prescription co-pay \$10/\$15/\$35 ~~effective January 2008~~ for generic, brand and non-formulary drug types respectively
- Emergency room visit ~~\$50;~~ \$75 effective January 2017 (waived if admitted)
- Hospital inpatient copay ~~\$50;~~ \$100 effective January 2017

4. Sutter (Plan ML32 per 8/16/17 presentation). Effective January 2019, the District shall pay the full cost for premiums for eligible employees only. The District will

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

5. For employees without access to Kaiser Health Plan, the District will pay 100% of the medical insurance premium for the employee and dependent coverage in either of the other available District health plans (currently Health Net until December 31, 2018, ACWA Anthem Blue Cross Classic PPO or Sutter Health Plan HMO) and Blue Cross). However, if the employee should become eligible for Kaiser, District coverage will be provided as described in paragraphs 1, 2 and 3 above.

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

57. The amount of the cash-in lieu ~~(currently \$150 per month)~~ provided to employees who receive medical insurance coverage through their spouse or partner and elect not to receive District-paid medical insurance is \$500 per month. coverage will increase or decrease by \$10 for every employee who so elects, with a baseline of the current number of 58 District employees, with a minimum of \$150 per month to a maximum of \$450 per month. The District will count the number of employees who elect not to receive District-paid medical insurance in December of each year of the MOU and adjust the cash-in-lieu amount effective the following January 1st.

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

Effective August 1, 1998, the District shall provide supplemental life insurance at the employees' option and expense.

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

by the District.

Orthodontic Benefits. The District shall provide for orthodontic benefits and coverage for all eligible employees and dependents. Such coverage shall be 50/50 co-insurance with a three thousand (\$3000) dollar lifetime maximum per patient with no deductible. Employees hired on or after July 1, 1985, will have a one-year waiting period without claims for orthodontic coverage.

- D. **Disability Insurance.** The District agrees to continue the existing salary continuation plan (voluntary group long-term disability insurance) and to pay the full cost per month toward the premium for each employee.
- E. **State Disability Insurance (SDI and Paid Family Leave).** Employees represented by Local 39 shall have the SDI premiums deducted from their individual salaries at the rate determined by the State of California. When an employee sustains an injury or illness that qualifies him/her to receive SDI payments, the employee will request SDI payments from the State. When an SDI covered employee needs to care for a parent, child, spouse or domestic partner who is seriously ill or unable to care for themselves, the employee may apply for Paid Family Leave Insurance compensation.

An employee must first use accrued sick leave (limited to 104 hours per year for family medical related leave) to supplement SDI/Paid Family Leave payments. Subsequently, vacation and/or compensatory time may also be used to supplement SDI/Paid Family Leave payments if requested in advance in writing. Coordination of vacation leave balances and/or compensatory time with SDI/Paid Family Leave will not be made retroactively. Using sick or vacation leave and/or compensatory time to supplement SDI/Paid Family Leave payments is subject to the following conditions:

- (a) The combined total of the SDI/Paid Family Leave payment and accrued leave, and/or compensatory time payment does not exceed 100% of the employee's regular biweekly salary; and
- (b) The employee may be requested to provides ~~a copy of his/her SDI/Paid Family Leave benefit check to the District or authorizes~~ the District with the employee's SDI wage statement to directly receive his/her SDI/Paid Family Leave benefit check so that State and District benefit payments can be coordinated as described in (a) above.

- F. **Insurance Providers/Self-Insurance.** Except for the Kaiser Foundation Health Plan; the District may change or eliminate the carriers or providers of any of the benefits set forth in this Article or self-insure (provided that there is no decrease in benefit levels); and provide an equivalent plan under Sections A; B, C, and/or D, set forth above, provided the Union is notified in writing prior to such change. Upon written request, the District will consult with the Union concerning such change. Whenever any insurance carrier refuses to provide coverage for any specific benefit or proposes an increase in its premium of more than twenty percent (20%), the District, after consultation with the

Union, may change carriers or benefits as long as a good faith, reasonable effort is made by the District to provide comparable available benefits.

G. Supplemental Benefits/Salary Reduction Plan/Deferred Compensation Plans.

1. Supplemental Benefits Program.

- (a) The District will make payments for eligible employees under IRS Code Section 125 in the amount of;
 - ~~\$905-910~~ effective January 1, ~~2011~~2019
- (b) Employees will be eligible for supplemental benefits upon hire.
- (c) Program payments shall be disbursed after the second pay period each calendar year to the third party administrator if the employee has elected a Flexible Spending Account or to the employee's paycheck if the employee elected to receive cash. New employees shall have program payments disbursed in the month after they become benefit eligible made following the first payroll period of each calendar year based on the employee's submittal of receipts. For those who elect to receive cash on a taxable basis, a lump sum amount will be paid after the first quarter of the year.
- ~~(d) The District may, after consultation with the Union, add or delete on future calendar years any IRS Code Section 125 approved benefits.~~
- ~~(ed)~~ A third party administrator will administer the pre-tax program funds including making payments or reimbursements provided for by the program and IRS Code provisions.

2. Salary Reduction Plan.

- (a) The District shall establish a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursement for verified medical and dependent care expenses subject to the rules of the IRS and other governing regulations.
- (b) The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non-medical dependent care expenses is \$5,000 minus the District's contribution. The maximum amount that may be used for reimbursement for personal and dependent medical expenses is \$5,000 plus the District's contribution.
- (c) All medical and dependent care expenses for which reimbursement is

required must comply with the requirements of the IRS Code.

3. Deferred Compensation Plans

- (a) Employees represented by the Union, are eligible to participate in the District's 401(A), 401(K) and 457 plan deferred compensation program in accordance with IRS rules, regulations and District procedures.
- ~~(b) 457 Plan. All employees who work in classifications represented by the Union are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations and District procedures.~~
- ~~(c) 457 Plan. All employees who work in classifications represented by the Union are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations and District procedures.~~
- ~~(d) 457 Plan. All employees who work in classifications represented by the Union are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations and District procedures.~~
- (e)(b) Deferred Compensation Administrative Fees.
The District will pay up to a maximum of \$105,500 annually for District-wide administration of the 401A/401K/457 deferred compensation ~~programs~~plans. Participants in each plan are responsible for ~~If~~ administrative fees exceed in excess of \$105,500, ~~the participating employees in the program will assume the additional costs.~~ Fees are a percent deduction of each participant's account balance(s) based on periodic negotiations with the Third Party Administrator (TPA) and annual review by the Deferred Compensation Committee.
- (d) Exclusions. Employees who participate in any District deferred compensation plan may not defer sick leave buyback payments to their deferred compensation accounts.
- ~~(e) Employees represented by the Union, are eligible to participate in the District's 401(A) plan deferred compensation program in accordance with IRS rules, regulations and District procedures.~~

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

I. Legacy Employee Retirement System

- 1. Eligibility for the Employee Retirement System (ERS). Local 39 represented employees are eligible to participate in the District's ERS in accordance with IRS rules and regulations and the District's "Employee Retirement System Ordinance".
- 2. Employee Contribution Rate.
 - ~~a) The employee contribution rate will be 7.33% effective April 22, 2013 and thereafter.~~
 - ~~b) The employee contribution rate will be 7.83% effective April 21, 2014.~~

~~e) The employee contribution rate will be 8.33% effective April 20, 2015.~~

The employee contribution rate will be 8.75% effective April 18, 2016.

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

Employees hired on or after January 1, 2013 and who are not eligible for reciprocity with another California public retirement system, or who are otherwise "new employees" or "new members," as defined under the California Public Employee Pension Reform Act ("PEPRA"), will be subject to the retirement contribution required by PEPRA. As of January 1, 2013, PEPRA requires that the contribution rate shall be at least 50% of the normal cost of the pension benefit.

Information regarding the retirement plan for such employees, including the current contribution rate, can be found in the EBMUD Retirement Handbook.

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

ARTICLE XV. PERSONNEL PROVISIONS

A. **Probationary Period.** There shall be a twelve (12) month probationary period for all newly hired employees, during which time employees may be discharged without cause.

B. **Personnel Files**

1. **Review of Employee Personnel File.** Employees shall have the right to review their personnel files pursuant to applicable State Law. No information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such material.
2. **Confidentiality.**
 - (a) Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, or by the employee or Union officials in accordance with the employee's written instructions (which shall be filed in the personnel file), or as otherwise required by law (such as by subpoena).
 - (b) In the event that a prospective employer, creditor, or other person contacts any District supervisor to obtain job reference information on any former

or current District employee, the information given out shall be limited to verification of employment, length of employment, and verification of salary range if the person inquiring first states a salary in the correct range to the District.

3. Disciplinary Documents. All disciplinary documents in an employee's personnel file (with the exception of suspension letters), will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of suspension shall be removed after three (3) years, at the request of the employee if no additional written disciplinary action (warning or suspension) has been imposed within the three (3) year period following the initial suspension. There must be a three (3) year period without any documented disciplinary action before a suspension letter shall be removed from the employee's personnel file.
4. Counseling Memos. Counseling memos will be removed from a supervisor's file after one (1) year unless the employee has not corrected the work performance or work behavior that led to the counseling memo and has received another counseling memo or been disciplined. Supervisors may specify time frames shorter than one (1) year for removal of counseling letters from the supervisory file.

C Reduction In Force/Demotion And Appeals

1. Reasons. An employee may be separated from District employment by reduction in force due to lack of work or funds, retrenchment, or completion of work. The District shall notify the union of its intent to implement a reduction in force no less than thirty (30) calendar days prior to its effective date. The notice shall include the reason for the layoff, the classifications and positions affected, the names of the employee(s) subject to separation by reduction in force, and the seniority information associated with the reduction in force.
2. Application. Reduction in force in a given classification shall be from all positions in the classification on a Districtwide basis.
3. Priority. Reduction in force shall first affect employees having provisional or probationary appointments in the classification in question. Thereafter, employees having permanent appointments in the classification shall be subject to reduction in force in inverse order to the length of their continuous service within the affected classification.
 - 3.1. Length of service for the purpose of Section 3 shall mean an employee's continuous uninterrupted service from the effective date of appointment as a probationary, part-time, or less than full-time (Intermittent) employee.
 - 3.2. An interruption in length of service within a classification shall occur as a result of any one of the following:

- a. Discharge for cause
- b. Voluntary resignation
- c. Retirement for service or disability
- d. Absence from work for thirty-six (36) consecutive months because of layoff
- e. Failure to return from layoff as provided in Article XV C 6
- f. Failure to return from an approved leave of absence upon the date specified for return at the time said approval was granted
- g. Unapproved leave of absence without pay of any length

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

4. Demotion to Previously Held Classifications. An employee subject to separation by reduction in force may elect demotion to classifications in which he/she has previously held permanent civil service status during his/her current period of employment. In such election, the procedures of reduction in force outlined in Section 3 shall be applied to the employee being separated and to all others in the classification in question.
5. Voluntary Demotion. In accordance with Civil Service Rules governing demotions and transfers, an employee subject to separation may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a permanent position shall be offered appointment to any temporary position in his /her classification, which is currently filled at the time of his/her proposed termination.
6. Reinstatement List. Names of employees affected by reduction in force shall be placed on a layoff and reduction list in the order in which they have been laid off or demoted. Such list shall remain in effect for a period of two (2) years, during which time, when vacancies occur in the classification in which reduction in force took place, employees laid off or demoted shall be reinstated in the reverse order of layoff or demotion.
7. Severance Pay. Each permanent employee with a minimum of five (5) continuous years of District employment who is laid off due to a reduction in force shall receive twenty (20) workdays' severance compensation exclusive of any premium, overtime, standby or longevity pay.
8. Demotion. The General Manager may approve the demotion of an employee for inefficiency, or as a result of reduction in force or for other cause. Except in disciplinary situations, there shall be no involuntary demotion of an employee until reasonable effort has been made to transfer or reassign the employee in

accordance with applicable Civil Service Rules.

9. Transfer and Demotion Appeal. In the event of transfer or demotion in accordance with the District's Civil Service Rules, the ~~Personnel Officer~~Manager of Human Resources shall give written notice to the employee, including the reasons for the action, and the employee shall have the same rights of appeal as employees who are discharged or suspended.
10. Reassignment in Lieu of Lay-Offs. The parties shall meet when positions are scheduled to be eliminated or substantially changed due to District-initiated changes, including but not limited to reorganization, efficiency, automation and other technological change. All feasible steps (including training and/or transfer) shall be taken to assist employees to locate and prepare to qualify for other positions in the District civil service in lieu of reduction in force; provided that this shall not restrict the District's authority to affect economies or make organizational changes to increase efficiency in District operations.

D. Civil Service Examinations

1. Recording of Oral Examinations. Oral examinations shall be recorded by audio tape recorder. All audio tape recordings shall be the property of and remain in the custody of the District provided, however, the Union shall have reasonable access thereto. Recordings shall be retained by the District for ninety (90) days after establishment of the employment list resulting from the examinations or, if there is a protest, until the protest is resolved.
2. Inspection of Examinations. Consistent with District operating requirements and with the provisions of the Civil Service Rules, employees participating in District Civil Service examinations shall be permitted reasonable time during working hours, without loss of time or pay, to inspect their examination papers.
3. Internal promotions
 - (a) Examinations will typically be opened to both public and internal competition, however, when the Manager of Human Resources determines that there ~~is~~are a sufficient number of qualified and interested employees having Civil Service status, an employment examination may be designated as internal only and recruiting restricted to such Civil Service employees.

The Manager of Human Resources' determination shall include consideration of such factors as the number of current and anticipated vacancies during the expected life of the employment list, the number and qualifications of potential employee applicants, and the usual or expected rate of turnover.

All employees with Civil Service status who pass the employment examination will be placed on an Internal Eligible List in rank order by final score. The top five ranks of this list will be certified to the appointing authority.

- (b) All employees with Civil Service status who pass the examination will be placed on the Internal Eligible List in rank order by final score. All other successful candidates will be placed on the Open Eligible List. A successful candidate will be placed on only one list. The top five ranks of both lists will be certified to the appointing authority.

Hiring supervisors shall interview all candidates in the ranks certified from the internal eligible list and if they choose to interview from the open eligible list, they must interview all candidates in the ranks certified.

- (c) Employees may apply to administratively transfer without exam between classifications which have the same salary levels and identical or very similar minimum qualifications, (e.g., Senior Administrative Clerk and Senior Administrative Secretary), if they have regular status in one class.

The District may also administratively transfer employees between classifications at the same salary level provided the employee meets the minimum qualifications.

4. Duration of Eligible Lists.

- (a) The duration of employment lists shall be one (1) year unless extended, at the District's discretion, for up to one (1) additional year. All existing lists may be extended for up to one (1) additional year rather than extended for six (6) months and all new lists may be extended for one (1) additional year.
- (b) The District will review results with the Union representatives on an annual basis beginning one (1) year from the date of this MOU to determine impact on promotional opportunities for District employees.

ARTICLE XVI. GRIEVANCE PROCEDURE

- A. **Intent.** The District and the Union recognize the necessity for speedy and equitable adjustment of all complaints as close as possible to the point of origin. Whenever possible, grievances should be settled with supervisors in the department/division where the grievance originates. It is the intention of the District and the Union to eliminate unnecessary grievances, and to promptly and equitably adjust all grievances which are meritorious. It is the intent of the parties that this Grievance Procedure shall be the exclusive remedy for the resolution of grievances as defined in Paragraph XVIC1.a.

B. **Appeals.** The employee and his/her designated representative, shall have the right to appeal a suspension or discharge either in accordance with this grievance procedure by sending a completed grievance form to the Department Manager or in accordance with Civil Service Rule XIII, APPEALS, but in no case under both.

C. **Definitions.**

1. **Grievance.**

- (a) A grievance is defined as any dispute which involves the interpretation or application of this Memorandum or disciplinary action taken against an employee and the application of Civil Service Rules.

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

- (b) The Union shall be allowed to file a grievance on behalf of a current employee and on behalf of an identifiable group of employees. If the grievance involves employees in only one (1) section, the grievance shall be filed at Step 1; if the grievance involves employees in more than one (1) section, the grievance shall be filed at Step 2 (See procedural steps below).

2. **Immediate Supervisor.** The person from whom an employee receives his/her work assignments.

3. **Work Unit Supervisor.** The highest supervisor within the employee's work unit.

D. **Standard Grievance Procedural Steps.**

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

- (a) The employee who has a grievance other than an EEO discrimination, suspension or termination, or Limited Civil Service complaint may, discuss the issue or concern with the supervisor in an attempt to resolve the matter.

If the initial informal discussion does not resolve the issue, the Business Agent may contact the Superintendent to discuss and attempt to resolve the issue.

If the grievance is not settled through informal discussion and the employee desires further review, a completed written "Statement of Grievance Form", must be submitted to the Superintendent within fifteen (15) calendar days from the initial date he/she knew, or reasonably could know, of the act or omission causing the grievance.

- (1) The Statement of Grievance Form shall contain the following information: (1) a statement of the grievance and all relevant facts, (2) specific provision(s) of the Memorandum of Understanding allegedly violated, and (3) the remedy sought.
- (2) The Superintendent shall promptly discuss the matter with the employee, the work unit supervisor, and any other person who should be directly involved and attempt to arrive at a solution. The Superintendent shall provide a written answer to the employee that sets forth the Superintendent's rationale and decision within ten (10) calendar days of receipt by the Superintendent of the "Statement of Grievance Form". The decision of the Superintendent shall be applicable only to the grievance being reviewed and considered.

2. Step 2. Division Level Review

- (a) If the employee is not satisfied with the Step 1 written response from his/her Superintendent, the employee must submit the completed "Statement of Grievance Form" to his/her Division Manager within ten (10) calendar days of receipt of the Step 1 written response. If the Division Manager made the decision being grieved, another Division Manager shall be appointed to respond to the grievance. In all grievances involving suspension without pay or discharge, the Department Manager will replace the Division Manager,
- (b) A meeting will be scheduled within ten (10) calendar days of the receipt of the Statement of Grievance Form with the Division Manager or his/her designee and the grievant and one (1) Union representative. The purpose of this meeting will be (a) to review the facts of the grievance and to conduct a further investigation of the situation if appropriate, and (b) to explore alternative methods of resolving the grievance. If the parties are able to resolve the grievance, the settlement shall be written. If the parties are unable to resolve the grievance, the District decision shall be written within ten (10) calendar days.
- (c) If the Union is not satisfied with the District's response, the Union may request binding arbitration under Section XVI F, within thirty (30) calendar days of the receipt of the decision.

E. Employment Suspensions, Demotions due to Discipline, and Termination Procedure.

1. A written grievance shall be filed with the Department Manager within ten (10) calendar days of the notice of suspension, demotion due to discipline, or termination. The Department Manager shall meet with the Union and the grievant

and shall then respond in writing within ten (10) calendar days of receipt of the written grievance.

2. If the Union is not satisfied with the District's response, the Union may request binding arbitration under the following section within thirty (30) calendar days of receipt of the decision.

F. Binding Arbitration.

1. If the Union is not satisfied with the Step 2 response the Union may submit the grievance to binding arbitration in accordance with the following procedures.
2. A request for arbitration shall be in writing and addressed to the manager of Employee Relations and must be postmarked within thirty (30) calendar days after the employee's receipt of the District's Step 2 decision. The request shall clearly state the issue to be arbitrated. The District's representative, and the Union's, representative, shall jointly select an impartial arbitrator. If they are unable to agree upon an arbitrator, the District shall request a list of arbitrators from the American Arbitration Association or the California State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service. The arbitrator shall be selected as mutually agreed upon, by alternately striking from a list of seven (7) arbitrators provided by one of the previously listed agencies with the first party to strike to be determined by mutual agreement within thirty (30) calendar days of receipt of the request for arbitration from the Union. The arbitrator will be requested to render a decision within ninety (90) calendar days of the receipt of briefs.
3. The arbitrator shall limit his/her findings and recommendations strictly to the interpretation, application and enforcement of the provisions of this Memorandum, or the interpretation or application of rules or regulations governing personnel practices or working conditions. In cases of suspension or discharge, the arbitrator shall limit his/her findings and recommendations strictly to the issue of cause.
 - (a) The arbitrator's hearing shall be formal and conducted in accordance with usual administrative practices, including recording of proceedings by certified reporter and testimony given under oath. If a transcript of the proceedings is ordered by either party, each party shall pay for its own copies.
 - (b) The arbitrator shall in no case make any recommendations:
 - (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of the Memorandum, or the terms of rules or regulations governing personnel practices or working conditions;

- (2) inconsistent with the District's duties, responsibilities or obligations particularly with regard to public health and safety and including the Municipal Utility District Act or any other State or Federal law to which the District is subject;
 - (3) concerning the grievance of any employee who has elected to process a grievance through any other appeal procedure established by the District;
 - (4) ordering any wage increase or decrease;
 - (5) ordering the payment of back wages for more than six (6) months prior to the date a written grievance is filed;
 - (6) reversing, overruling, or otherwise modifying any District decision or omission except after finding (a) the District decision violated some express provision of the Memorandum or rules and regulations governing personnel practices or working conditions; or (b) the District decision or omission was under the circumstances arbitrary, capricious or discriminatory.
- (c) Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The District shall have no obligation to compensate employees, with the exception of the aggrieved in other than suspension or discharge cases, for time lost during arbitration proceedings, except when any employee is requested by the District to participate in such arbitration proceedings.
- (d) The expenses of the arbitrator and certified court reporter (if used) shall be shared equally by the District and the Union.

G. Limited Civil Service Examination Grievance Procedure.

1. Step 1. The Union may file a Limited Civil Service Examination Grievance on behalf of a current employee or group of current employees by submitting a Statement of Grievance Form to the Manager of Human Resources within the following time limits:
 - (a) Disqualification From Examination - Within seven (7) calendar days of notice of disqualification and prior to the administration of the examination.
 - (b) Examination Results - Within seven (7) calendar days of notice of examination results.
 - (c) Other Grievances Pertaining to Recruitment, Examination, or Selection as Stated in the Civil Service Rules - Within seven (7) calendar days from the initial date the employee knew, or reasonably could know, of the act or

omission causing the grievance.

- (d) Manager of Human Resources shall provide a written answer to the Union setting forth his/her decision and rationale within seven (7) calendar days of receipt of the Statement of Grievance Form.
 - (e) The Union may request a meeting with the Manager of Human Resources or designee to review and resolve the grievance.
2. Step 2. If the Union desires to appeal the Manager of Human Resources' decision, the Union shall notify the Manager of Human Resources in writing within seven (7) calendar days from receipt of the Manager of Human Resources' decision that it desires to submit the grievance to expedited arbitration. The expedited arbitration process for Limited Civil Service Examination Grievances shall be as described below and shall be the exclusive means for the resolution of such disputes:
- (a) Selection of Arbitrator and Scheduling of Hearing. Within seven (7) calendar days of the Union's notice to the Manager of Human Resources, an impartial arbitrator shall be jointly selected by the District and union. If the parties cannot agree on an arbitrator, the Manager of Human Resources will request a list of five (5) arbitrators from the California State Mediation and Conciliation Service and the parties shall select an arbitrator by mutual agreement or alternately striking names.
 - (b) The hearing shall be held within fourteen (14) calendar days of the arbitrator's selection. If the arbitrator has no available date within fourteen (14) calendar days, the parties may mutually consent to a later hearing date, or another arbitrator shall be selected until an arbitrator can be found who is available within the fourteen (14) calendar day time limit.
 - (c) Prc-Hearing Submission and Conduct of the Hearing.
 - (1) The District and the Union shall each submit three (3) calendar days prior to the hearing a pre-hearing statement to the arbitrator with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present.
 - (2) Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (1/2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be made.

- (d) Decision. The arbitrator shall issue a written award within five (5) calendar days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two (2) hours if the arbitrator wishes to raise additional questions. The award shall be final and binding.
- (e) Costs. The fee and expenses of the arbitrator shall be shared equally by the parties.

H. Election of Remedies. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter through the District Civil Service Procedure.

Litigation or any other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to utilize this grievance procedure or to arbitrate the matter. This paragraph is not intended to bar an employee from pursuing any cause of action which has been established by statute.

- I. Waiver of Steps and Time Limits.** Except when otherwise provided, all steps of the grievance procedure shall be utilized unless a waiver of one (1) or more steps is mutually agreed upon in writing. If the employee or the Union fails to process a grievance within specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, unless an extension of time limits is mutually agreed upon by the parties in writing. If the District fails to respond within the specified time limits, the grievant may appeal the next step, within the specified time limits.
- J. Suspension of the Grievance Procedure.** If this Memorandum is violated by the occurrence of a strike, work stoppage, other interruption, or impending disruption of work, no grievance shall be processed while such violation continues. The grievance procedure outlined herein shall not be applicable to grievances arising in the period between the termination of this Memorandum and the effective date of its successor. However; if the parties, despite the termination of the Memorandum, are continuing to meet and confer in good faith and an impasse in the negotiations has not been reached, the grievance procedure shall continue to be applicable.

ARTICLE XVII. DISCIPLINARY PROCEEDINGS

- A. Eligibility.** An employee who has successfully passed a probationary period may be disciplined for cause by written warning, suspension or termination. Such disciplinary action(s) shall be subject to appeal through the Grievance Procedure provided for in Article XVI of this Memorandum.
- B. Employee Notification.** When considering imposing major discipline (defined as a suspension of five days or more or termination), the District will notify the employee and

the Union in writing of the pending disciplinary action and will provide copies of any known written materials, reports or documents upon which action is based to the employee and his/her representative before the scheduled pre-disciplinary meeting. The employee will be given the right to respond informally either orally, in writing, or both to the proposed charges. The District is not precluded from using information obtained in the pre-disciplinary meeting in any subsequent meeting or hearing in the event discipline is imposed. The District is also not precluded from using information obtained in investigating information and statements presented at the pre-disciplinary meeting in subsequent meetings or hearings if the discipline is imposed.

- C. **Union Notification.** An employee ordered to leave his/her place of work for disciplinary reasons shall, before leaving the District premises, have the right to consult with his/her Union representative. Consultation with a Union representative will not be required in instances in which the supervisor removes an employee from the premises in cases involving violence, willful destruction of property, or to prevent injury to the employee or others. The supervisor shall promptly notify the Union of the action taken, the reasons for, and duration of, the suspension.

ARTICLE XVIII. INTERFERENCE WITH WORK

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

ARTICLE XIX. SAFETY

- A. **Safe Working Conditions.** Both the District and the Union agree to comply with all Federal and State health and safety laws and standards applicable to the District and shall devote every effort to ensure that all work is performed in a safe manner consistent with the requirements of the work to be performed.
- B. **Medical Tests on Employees.** It is understood that information pertaining to accidents or injuries is confidential. It is also understood that, where employees are exposed to carcinogens or other harmful substances, which exceed the threshold limit values, medical monitoring is required. The District will produce medical monitoring records upon demand of the employee or an authorized Union representative. The District will provide other medical test information to authorized Union representatives only with the express written consent of the involved employee.
- C. **Results of Government Inspections.** The District will provide Local 39 with Cal/OSHA notices, postings, accident investigation reports, citations, hearing decisions and other documents, which, by law, require the District to take action. It is understood the above sentence applies only to work areas and District employees, which specifically are within

the representation jurisdiction of Local 39.

ARTICLE XX. SAFETY SHOES/UNIFORMS

- A. Safety Shoes.** The District shall provide a safety shoe allowance of \$~~1702~~15, on receipt of evidence of the purchase of District approved safety shoes for employees in represented classes included in the District safety shoe program. Employees shall procure their District provided safety shoes at District identified vendors under a purchase order program. Employees can visit the selected vendors and select their shoes from the vendors provided that: 1) the shoes meet the "ASTM-F241 3-05 safety standards and 2) the after tax cost for the shoes does not exceed \$~~1702~~15. Costs for shoes in excess of this amount shall be paid by the employee. Safety shoes shall not be purchased on District work time and an employee identification badge must be shown to the contract supplier to verify District employment.

It is understood that any employee utilizing the safety shoe allowance must wear such shoes while at work.

- B. Uniforms.** Uniforms will be provided to all bargaining unit members in the Water Distribution Section. Bargaining unit members will wear the uniform when assigned to work in the field. Bargaining unit members may wear the uniform at the employee's option when working in the Operations Control Center (OCC).

The District shall not require any employee to wear a uniform if it causes a physical or health problem until such time as the District can provide a suitable uniform.

The District shall accept employee comments and other input regarding uniform details such as material, design and maintenance needs.

ARTICLE XXI. PART-TIME/LESS THAN FULL-TIME (INTERMITTENT) EMPLOYEES.

For purposes of defining part-time and less than full-time (intermittent) employees, a full-time position is 2080 aggregate hours in a payroll year.

1. Definition of Part-time Employees. A part-time employee is restricted from working more than forty percent (40%) of the hours worked by employees in equivalent full-time positions or more than 832 hours in a payroll year, as defined in Article VIII F. Part-time employees are exempt from civil service and cannot grieve disciplinary actions or termination of their employment.
2. Part-time Employee Benefits. Part-time employees are eligible for the following benefits:

Holidays	3.5 hours paid time for each District holiday,
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	provided the employee works or is on authorized paid leave for a minimum of 16 hours in the pay period in which the holiday occurs.
Birthday Floater Holiday	3.5 hours paid time
Vacation	Prorated accruals based on hours worked in accordance with Article XIII B – Vacations.
Sick Leave	Prorated accruals based on hours worked in accordance with Article XIII C – Sick Leave.
State Disability Insurance (SDI)	As prescribed by the State
401K, 457 Deferred Compensation Plan	Eligible to participate (401K upon plan modification)
Work Out of Class	Eligible to work 192 hours per payroll year.
Job Injury Leave	Eligible for 192 Hours
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District in one (1) hour increments during the payroll year, before the last pay period of the payroll year.
Sick Leave Buyback	Up to 16 hours of sick leave may be converted to vacation or cash payment of up to 16 hours of sick leave, if the employee has not used more than 18 hours of sick leave in 6 months.
Domestic Partners	Employees who register their domestic partners are eligible for all family emergency leaves.
Transportation Subsidy	Eligible for Transportation Subsidy Program at 50% of the agreed upon amount for full time employees.

3. Definition of Less Than Full-Time (Intermittent) Employees. Less than full-time (Intermittent) employees are employees who work less than full-time but one-half or more of a standard workday or workweek, or more than 1040 aggregate hours per payroll year. Less than fulltime (Intermittent) employees are eligible to grieve disciplinary actions.
4. Less Than Full-Time (Intermittent) Employee Benefits. Less than full-time employees are eligible for the following benefits:

Holidays	6 hours of paid time for each District holiday, provided that the employee works or is on paid authorized leave for a minimum of 16 hours in the pay period in which the holiday falls.
Birthday Floater Holiday	6 hour paid time.
Vacation	Prorated accruals based on hours worked in accordance with Article XIII B – Vacations.
Sick Leave	Prorated accruals based on hours worked in accordance with Article XIII C – Sick Leave.
Job Injury	Eligible for 360 hours.
Special Leave	Prorated at 75%. Jury duty: based on hours scheduled; voting time: not to exceed 2 hours; blood donation granted at 2 hours.
State Disability Insurance (SDI)	As prescribed by the State.
Health Insurance	The District will contribute 75% of the District's contribution for full-time employees for less than full time employees and their eligible dependents who participate in an approved District Health plan, provided that the Less than Full-time employees pay the remaining premium cost by payroll deduction.
Dental and Vision Insurance	District pays 75% of premium provided employees pay 25% of the composite rates by payroll deduction.
Long-term Disability Insurance (LTD)	Benefit based on salary.
Life Insurance	Benefit based on salary.
401K, 457 Deferred Compensation Plan	Eligible to participate in (401K upon plan modification)
Work Out of Class	Eligible to work 360 hours per payroll year.
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District in one (1) hour increments during the payroll year, before the last pay period of the payroll year.
Sick Leave Buyback	Up to 16 hours of sick leave may be converted to vacation or cash payment of up to 16 hours of sick leave, if the employee has not used more than 18 hours of sick leave in 6 months.

Domestic Partners	Employees who register their domestic partners are eligible for all family emergency leaves and may cover their domestic partners for medical insurance, dental and vision care.
Transportation Subsidy	Eligible for participation in the Transportation Subsidy Program at the agreed upon amount of full-time employees.
Medical Plan Non-Dual Enrollment Incentive	Employees who receive medical insurance coverage through their spouse or partner will receive \$112.50 a month, if they elect not to be covered under the District's medical plan.
Supplemental Life Insurance	Employees may purchase additional life insurance in addition to the insurance offered by the District through payroll deduction.
Tuition Refund	Eligible to be reimbursed 75% of the tuition reimbursement benefit per fiscal year, for classes and supplies required for job related education classes.
Supplemental Benefit Program	Eligible to participate in and receive full benefits.

ARTICLE XII. INDEMNIFICATION

- A. The District shall defend and indemnify its employees and former employees against liability for acts or omissions committed within the scope of their employment pursuant to the California Tort Claims Act ("Act"), Government Code sections 810 *et seq.*, unless the District determines that there exists one of the exceptions provided by the Act listing grounds for refusal to defend and/or indemnify the employee.
- B. **Scope.** Nothing in this Article is intended to expand or limit the District's duty or discretion to defend and/or indemnify employees under the California Tort Claims Act except, however, that the District shall provide for the defense of an employee in a criminal action or proceeding brought against the employee if (i) the criminal action or proceeding is brought on account of an act or omission in the scope of his or her employment as an employee of the District; and (ii) the District determines that the employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the District. The District will not provide a defense to an employee in a criminal action or proceeding if (i) the employee fails to reasonably cooperate in good faith in the defense of the action or proceeding; (ii) the act or omission was not within the scope of his or her employment; (iii) the employee acted, or failed to act, in bad faith and with actual malice; or (iv) the defense of the action or proceeding by the District would

create a specific conflict of interest between the District and the employee. For purposes of this Article, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, for which the District is excused from providing a defense by statute or by a rule or regulation of the District. When retention of outside counsel is necessary as deemed by the District, the District will consult with the employee in the selection of outside counsel, but reserves the right to make the final determination with respect therein. The District also reserves the right to conduct the employee's defense against the criminal action or proceeding pursuant to an agreement with the employee reserving the District's rights against the employee.

- C. **Interpretation.** The interpretation, application and enforcement of this Article shall not be subject to the grievance and arbitration procedure of this Memorandum, or the Civil Service grievance and hearing procedures of the District's Civil Service Personnel Rules and Regulations. Nothing in this Article shall be construed to deprive an employee of the right to petition for a writ of mandate to compel the District to perform the duties imposed by the California Tort Claims Act
- D. **Employee.** For purposes of this Article, the term "employee" includes any current employee of the District and any former employee who was employed by the District at the time of the act or incident for which a criminal or civil action or proceeding has been brought against that person, in his or her official or individual capacity, or both.

ARTICLE XXIII. OTHER TERMS AND CONDITIONS

- A. **Term.** On approval by the District's Board of Directors, this Memorandum shall be effective from April ~~22, 2013~~ 17, 2017 through April ~~16, 2017~~ 25, 2021. If at least ninety (90) days prior to that date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein, or termination of all such provisions, this Memorandum shall be automatically renewed for successive periods of one (1) year.
- B. **No Implied Waiver.** If at any time the Union or the District shall elect not to assert its rights under any provisions of this Memorandum in the event of a breach thereof, such lack of action in this respect shall not be construed as a continued waiver of any rights under the provisions of Memorandum.
- C. **Construction.** Except as otherwise expressly provided herein, this Memorandum shall be interpreted in a manner consistent with the District's Employer-Employee Relations Resolution and with all written District policies and procedures.
- D. **Savings Clause and Future Negotiations.** Should any part of this Memorandum, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon any such invalidation, the District and the Union

will meet and confer with reference to the parts and provisions thus invalidated.

- E. **Scope of Agreement.** Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Memorandum between the parties on any and all matters contained in this Memorandum. Neither party shall, during the term of this Memorandum, demand any change therein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.
- 1) The parties shall exclude from the scope of agreement (Article XXII E), and separately negotiate any revisions to the Civil Service Rules and District Policies and Procedures regarding mandatory subjects of bargaining that are not contained in this MOU, during the term of this Contract.
- F. **Transit Subsidy.** The District will provide a transportation subsidy pursuant to the District Alternate Commute Program.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Memorandum of Understanding dated on this ____ day of _____, 2018.

EAST BAY MUNICIPAL
UTILITY DISTRICT

LOCAL 39, INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS

BRUCE HEID
Chief Negotiator

JERRY KALMAR
Business Manager Secretary

LAURA A. BRUNSON
Negotiating Team

STANLEY ROBERT ALDRICH
President

BRETT KAWAKAMI
Negotiating Team

STEVE CROUCH, Director of Public
Employees, Chief Negotiator

MICHAEL HART
Business Representative

ERIC GEE
Negotiating Team

KENTON GEE

Negotiating Team

PAUL STELZMANN
Negotiating Team

JOSHUA BERGSTROM
Negotiating Team

ATTACHMENT A

EBMUD
LOCAL 39 SALARY SCHEDULE
Effective April 17, 2017

Class Code	Class Title	Salary Range	Step 1	Step 2	Step 3
8136	Senior Water Distribution Operator	68	8,486	8,910	9,355
8133	Senior Water Treatment Operator	68	8,486	8,910	9,355
8139	Water Distribution Operator	60	6,960	7,308	7,673
8134	Water Treatment Operator	60	6,960	7,308	7,673
8135	Water Treatment/Distribution Operator Trainee	52	5,713	5,999	6,299

ATTACHMENT B

APRIL 2003

SIDELETTER OF AGREEMENT

Between

.EAST BAY .MUNICIPAL UTILITY DISTRICT

(District)

AND LOCAL 39, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

Regarding

THE EMPLOYEE COMPUTER FINANCIAL ASSISTANCE PROGRAM

East Bay Municipal Utility District, hereinafter referred to as the District, will provide employees represented by Local 39 hereinafter referred to as the Union, interest-free loans up to twenty-five hundred (\$2,500) dollars for the purchase of personal computers. The parties agree that such loans will be provided to Local 39 represented employees in order to facilitate the development of their computer skills. The District and Local 39, agree that Local 39 employees will be subject to the following initial implementation criteria, as well as the Employee Computer Financial Assistance Program Guidelines previously established by the District. Further, the District and Local 39 agree that the program guidelines, the implementation and administration of the computer loan program are not subject to the meet and confer process, nor the Union's grievance procedure.

TIMING OF PROGRAM IMPLEMENTATION AND LOAN APPROVAL

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

ELIGIBILITY

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

TERMS AND CONDITIONS

- Employees must be currently at work in order to be eligible for the computer loan program.
- Employees must repay the loan through automatic bi weekly payroll deductions, in an amount of fifty (\$50) dollars or more, in each pay period until the loan is extinguished.
- Employees who separate from the District must repay the entire outstanding loan balance, the balance to be deducted from their final paycheck.
- Employees who are absent on leave without pay, must continue to make biweekly payments of the loan, during their unpaid leave of absence, in the amount agreed to in the Promissory Note and Authorization for Payroll Deduction.

ITEM 9

WATER SUPPLY UPDATE

WILL BE PROVIDED
AS AN ORAL REPORT

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: March 22, 2018

MEMO TO: Board of Directors

THROUGH: Alexander R. Coate, General Manager *ARC*

FROM: Rischa S. Cole, Secretary of the District *RC*

SUBJECT: Legislative/Human Resources Committee Minutes – March 13, 2018

Chair John A. Coleman called to order the Legislative/Human Resources Committee at 8:17 a.m. in the Training Resource Center. Director Marguerite Young was present at roll call and Director William B. Patterson arrived at 8:21 a.m. Staff present included: General Manager Alexander R. Coate, General Counsel Craig S. Spencer, Manager of Legislative Affairs Marlaigne K. Dumaine, Special Assistant to the General Manager Alison A. Kastama, and Secretary of the District Rischa S. Cole.

Public Comment. None.

Legislative Update. Manager of Legislative Affairs Marlaigne K. Dumaine highlighted the bills in Legislative Report No. 02-18. The bills enact Validating Acts to retroactively correct procedural errors or omissions that public officials of state agencies, cities, counties, and special districts may make inadvertently. Without the enactment of Validating Acts, bond counsel would be reluctant to certify public agencies' bonds as good risks because of potential mistakes that could invalidate future payments. It was moved (Young), seconded (Coleman), and carried (2-0) to approve the staff recommended positions. Director Patterson was absent.

Consider Revised Policy on Statewide Retail Water User Surcharges. Manager of Legislative Affairs Marlaigne K. Dumaine reviewed the latest revisions to the District's existing policy position on statewide retail water user fees. The original policy was adopted by the Board in May 2015. At its January 9, 2018 meeting, the Committee discussed and requested revisions to the policy. Staff submitted policy revisions for the Committee's consideration at its February 13 meeting. The Committee discussed but did not come to consensus on the revisions and provided feedback to assist staff with making additional changes to the policy. Ms. Dumaine explained the latest policy revisions which include reordering and rephrasing the criterion language for six key areas staff will consider when evaluating proposals and adding a seventh key area. The seven updated key areas are: Beneficiaries; Benefits to Society; Board Objectives; Effect on EBMUD Budget and Ratepayers; Efficiency and Accountability; Equity; and Safeguards. She also presented the following two options for the Committee to consider for inclusion in the second paragraph of the "Assessment of Individual Proposals" section of the policy:

Option #1 - However, if the analysis indicates that there is a significant net negative impact to EBMUD's budget or its ratepayers such that there are no corresponding benefits to EBMUD or its ratepayers, staff will highlight this information in the analysis. Where feasible, suggestions to

reduce negative impacts will be included. Staff will make a position recommendation primarily based on this information but will also consider other factors including what position would likely provide EBMUD an opportunity to constructively engage in the legislative process to address its concerns, as appropriate; or

Option #2 - However, if the analysis indicates that there is a significant net negative impact to EBMUD's budget or its ratepayers such that there are no corresponding benefits to EBMUD or its ratepayers, staff will recommend an "oppose unless amended position." Where feasible, suggestions to reduce negative impacts will be included.

The Committee discussed the revisions, how the updated criterion will be used to evaluate proposals, and the merits of the two options presented. The Committee came to consensus on including Option #1 in the policy and requested revisions to the "Benefits to Society" criteria language to replace the words "the extent to which" with the word "how" and to the "Effect on EBMUD Budget and Ratepayers" criteria language to ensure that when evaluating proposals, staff also include information on how a surcharge would be allocated across EBMUD's customer base to allow Board discussion regarding the fairness of the proposal. Staff will incorporate the requested revisions and bring the policy back to the Committee for review on April 10.

Adjournment. Chair Coleman adjourned the meeting at 8:51 a.m.

ARC/RSC