

RODEO SANITARY DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL NO. 39, AFL-CIO

LABOR CONTRACT OF JULY 1, 2023 to JUNE 30, 2028

This agreement is made and entered into between Rodeo Sanitary District, hereinafter referred to as the District, and the International Union of Operating Engineers, Stationary Local No. 39, AFL-CIO, hereinafter referred to as the Union, pursuant to California Government Code Section 3500 et seq. This agreement shall become effective July 1, 2023 and continue to midnight, June 30, 2028.

SECTION 1- RECOGNITION

The District recognizes the Union as the exclusive negotiating agent for all employees who are members of the Union. The term “employee” or “employees” shall refer only to employees employed by the District in the classifications listed in Section 22- “Wages and Classifications.”

SECTION 2- DISTRICT RIGHTS

- A) All District rights and functions except those which are expressly abridged by this Agreement, shall remain vested with the District.
- B) The rights of the District include, but are not limited to, the exclusive right to set standards of service; determine the procedures and standards of selection for employment and promotion; train, 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 operation; 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. The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- C) The exercise of District rights shall not preclude employees or recognized employee organizations from presenting grievances concerning the effect of said action upon the employees; provided, however, the basic right of management to act hereunder or make such decisions is unimpaired.
- D) This Agreement is not intended to restrict consultation with the Union regarding matters within the right of the District to determine.

SECTION 3-ORGANIZATION SECURITY

All present employees in the Bargaining Unit, or future employees in the Bargaining Unit, who are not already members of the Union shall, within ninety (90) days of the effective date of this Agreement, or within ninety (90) days of their date of employment, become members of the Union, or in the alternative, shall as a continuing condition of employment, pay to the Union a service fee in the amount equal to the standard initiation fees and the applicable monthly membership dues and assessments uniformly required of employees of the District who are members of the Union.

The payments hereunder shall be made by authorized payroll deductions or by direct payment to the Union.

Any employee who is a member of a bona fide religion, body, or set which has historically held conscientious objections to joining or financially supporting a public employee organization shall not be required to join or financially support the Union. Those employees may, in lieu of dues, initiation fees, or agency fees pay sums equal to such dues, initiation fees or agency fees to one of three non-religious, non-labor, charitable funds, exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

Three charitable funds exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code shall be mutually agreed upon through meet and confer between the District and the Union, if the need to designate such charities arises.

The District, upon receiving a signed statement from the Union indicating that an employee has failed to comply with the condition of this provision, shall immediately notify said employee that his/her services shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly.

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequent enacted legislation, the remainder of this Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to the extent required by law.

The District shall deduct from the pay of each employee for whom it receives an authorization the required amount for the payment of Union dues or service fees. Check-off authorization for Union dues, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have deducted, and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after such deductions were made.

If an employee does not have sufficient funds to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the Union shall assume the duty of direct collection from the employee. The Union shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.

The Union agrees that in the event of litigation against the District, or employees arising out of the implementation of this Section, the Union will co-defend and indemnify and hold harmless the District, its agents, or employees for any monetary award out of such litigation.

SECTION 4 - DISCHARGE AND SUSPENSION

Before taking a disciplinary action to dismiss or suspend for more than two (2) workdays, or demote an employee, the District shall cause to be served personally or by certified mail on the employee a Notice of Proposed Action, which shall contain the following:

- (a) A statement of the action proposed to be taken;
- (b) A copy of the charges including the acts or omissions and grounds upon which the action is based;
- (c) If it is claimed that the employee has violated a provision of this agreement a copy of said section shall be included with this notice;
- (d) A statement that the employee may review and request copies of materials upon which the proposed action is based;
- (e) A statement that the employee has five (5) calendar days to respond to the charges either orally or in writing.

SECTION 5 - HOURS OF WORK AND WORK SCHEDULE

- a) Normally, regular work schedules will provide eight (8) hours per day and forty (40) hours per week in the work week beginning 12:01 A.M. Monday and ending at 12:00 midnight the following Sunday. Employees will be dressed and ready for work at the start of their shift.
- b) The District may require any employee to work in excess of the normal hours of work whenever the needs of the District so require. Such additional work shall be compensated in accordance with the provision of this Agreement, which governs hours of overtime. The normal workweek may be extended at the request of the employee and with the approval of the District.
- c) The regular working hours for non-exempt employees shall be eight scheduled working hours between 6:00 am and 6:00 pm, Monday through Sunday, as Directed by the District Manager. The typical regular work shift will be 7:00 am to 3:30 pm.

SECTION 6 – OVERTIME, CALLBACK AND ON-CALL PAY

- a) Employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for such overtime with pay at one and one-half times the hourly equivalent of the employee's monthly salary, except when the normal work week is extended at the request of the employee as provided in Section 5(b).
- b) Sick leave shall not be counted as time worked. Time worked in excess of eight (8) hours in a day shall not be counted in determining whether an employee has worked in excess of forty (40) hours in a week.

- c) The District will agree to pay employees a 3-hour minimum for callbacks. Employees are to perform a minimum of three (3) hours of work per call back or waive the guarantee.
- d) The District shall compensate the on-call employee a flat rate of \$600 per 7 day week. On-call schedule shall be from Wednesday to Wednesday.

SECTION 7 – ASSIGNMENTS REQUIRING TRAVEL

Whenever any employee is ordered or authorized to travel in the performance of his/her duties, he/she shall be compensated for necessary travel expenses, at actual cost, including transportation, lodging and meals.

SECTION 8 – REST PERIODS

Subject to the discretion and control of the District, all employees shall be allowed rest periods not to exceed fifteen (15) minutes during each four consecutive hours of work.

If an Employee works sixteen (16) consecutive hours, the employee is required to have an eight (8) hour rest period prior to the commencement of the employee's next shift. The schedule of the next shift will be adjusted accordingly to ensure the employee receives a full eight (8) hours.

SECTION 9 – LUNCH PERIOD

- a) All District employees normally shall be allowed a lunch period of not less than thirty (30) minutes, which shall be scheduled generally in the middle of the work shift.
- b) Whenever it is necessary for an employee to work overtime in excess of two consecutive hours, following an eight (8) hour shift, he/she shall be granted an additional lunch period, the taking of which is optional with the employees.
- c) Lunch periods shall not be counted as part of total hours worked, except for those employees for whom lunch include actual performance of assigned duties.

SECTION 10 – HOLIDAYS

- a) All regular employees of the District shall be entitled to holidays with pay, as follows:

New Years Day	Veteran’s Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Plus three (3) holidays to be individually scheduled in advance with approval of the employee’s supervisor. The Floating Holiday's can roll over for a maximum of three (3) years at which time it must be used or forfeit.

Whenever a recognized holiday falls upon a Sunday, the following Monday will be recognized as a holiday. Whenever a recognized holiday falls upon a Saturday, the preceding Friday will be recognized as the holiday. Pay for time not worked on a holiday will not be counted when computing hours worked over forty (40) in the workweek.

- b) In the event work schedules prevent an employee from taking a prescribed holiday, the employee shall receive his entitled eight (8) hours holiday pay plus 1 1/2 times the hourly rate for each hour worked.

SECTION 11 – VACATION LEAVE WITH PAY

- a) Vacation with pay shall be earned by regular employees based on the equivalent of full-time service from date of hire.
 - 1. Vacation credit shall accrue to the employee on the first of the month which following that in which it is earned.
 - 2. All employees who have less than four years of service shall accrue vacation on the basis of .9166 days for each full month of service.
 - 3. All employees who have more than four but less than ten years of service shall accrue vacation on the basis of 1.33 days for each full month of service.
 - 4. All employees who have more than ten but less than twenty years of service shall accrue vacation on the basis of 1.75 days for each full month of service.
 - 5. All employees who have more than twenty years of service shall accrue vacation on the basis of 2.166 days for each full month of service.
 - 6. Vacation shall be accumulated to a maximum of forty (40) days.
 - 7. All employees will be entitled to a maximum of two (2) weeks earned vacation pay prior to commencement of his/her vacation provided that such vacation has accumulated.

- b) All employees who have more than six months of service shall be eligible to use accrued vacation.
 - 1. The District shall determine vacation schedules and the period when accrued vacation time may be taken by each employee. Effort will be made, however, to schedule vacations during a period convenient to employees.
 - 2. An employee who has more than six months of service and who separates or is terminated from District service or who takes military leave in excess of 180 days, shall be paid the monetary value of his/hers full terminal vacation.

- c) Leave Sell Back
 - 1. Each full-time employee may sell back up to eighty (80) hours from their vacation leave bank at his or her current rate of pay once per calendar year.

SECTION 12 – SICK LEAVE WITH PAY

- a) Sick leave with pay shall be earned by regular benefited employees based upon the equivalent of full-time service from the date of hire:
 - 1. Sick leave shall accrue to the employee on the first of the month following that in which it is earned.
 - 2. Sick leave shall accrue on the basis of one (1) full day per full month of service and may be accumulated without limit.

- b) An employee will be granted sick leave with pay for working time lost as specified in this section.
 - 1. Absence from work when incapacitated from performing his/her duties because of personal illness, injury, or dental work.
 - 2. Sick leave with pay will be authorized for an employee who is required to care for a member of his/her immediate family who is seriously ill or injured and who requires care or attention but not over six (6) days.
 - 3. Sick leave with pay must be used for medical and dental appointments when authorized by the District.
 - 4. Sick leave with pay claims must be supported by proper medical evidence as required by the District.
 - 5. The amount of sick leave pay payable will be reduced by any temporary disability benefits that the employee may become entitled to under Federal Disability Benefits or Workers' Compensation Law.

SECTION 13 – LEAVE FOR JURY DUTY

- a) A regular employee shall be allowed such time off with pay as is required in connection with jury duty.
- b) Such employee shall notify the District Manager immediately upon receiving notice of jury duty.

SECTION 14 – FAMILY DEATH LEAVE

- a) A maximum of three (3) days bereavement leave with pay shall be authorized because of the death of his/her parent, stepparent, spouse, registered domestic partner, child, stepchildren, grandchildren, grandparent, brother, brother-in-law, sister, sister-in-law, mother-in-law, or father-in-law. Such bereavement leave shall be granted apart and separate from sick leave.
- b) In the event the death referred to in subpart "a" above occurs more than five hundred (500) miles from the District the employee will receive two (2) additional paid leave days. Proof of travel must be provided.

SECTION 15 – LEAVE WITHOUT PAY

Upon application to the District, an employee may be granted a leave of absence for a reasonable length of time without pay for justifiable personal reasons.

SECTION 16- FEE REQUIREMENTS FOR STATE CERTIFICATE EXAMINATIONS

The District will pay the filing fee for an employee who takes the State examination for the job classification shown in Section 22.

SECTION 17 – WORKING UNIFORMS

All District employees shall wear special uniforms. The uniforms shall be provided and laundered by the District and paid for by the District.

The District shall provide an Annual Safety Boot Allowance of six hundred (\$600) dollars on January 1st of each year.

SECTION 18 – PAY PERIODS

1. Employees will be paid every other Wednesday for the two (2) weeks ending on the previous Sunday.
2. The District will provide payroll deductions for the monthly union dues.

SECTION 19 – GRIEVANCE & ARBITRATION

This grievance and arbitration procedure shall be used to process grievances arising under this Agreement.

1. DEFINITIONS

- A. A grievance is a complaint of one or a group of employees, or a dispute between the District and the Union, involving the interpretation, application or enforcement of the express terms of the Agreement.
- B. As used in this procedure the term “immediate supervisor” means the individual who assigns, reviews and directs the work of an employee.

2. TIME LIMITS

- A. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time

limits contained in the grievance procedure, but with the written consent of all parties, the time limitations for any step may be extended.

3. EMPLOYEE RIGHTS

- A. The employee retains all rights conferred by Section 3500 et seq. of the Government Code.

4. INFORMAL DISCUSSION

- A. The grievance initially shall be discussed with the immediate supervisor. Any such discussion shall take place within ten (10) days of the event giving rise to the grievance. The Union may represent the employee. Within two (2) working days, the District Manager shall give his decision or response.
1. If the grievance is not satisfied by the decision received from the District Manager, he/she within three (3) days in receipt of District Manager's decision can request the District Board to review the grievance and render their decision within three (3) days from receipt of grievance.
- B. If an informal grievance is not resolved to the satisfaction of the grievant or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
- i) Five (5) working days after the event or circumstances occasioning the grievance; or
- ii) Within three (3) working days of the decision rendered in the informal grievance procedure, whichever is later.
- C. However, if the informal grievance procedure is not initiated within the period specified in Subsection I) and A-ii above, the period in which to bring the grievance shall not be extended by Subsection ii) above.

5. A formal grievance shall be initiated in writing on a form prescribed by the Union and shall be filed with the employee's immediate manager. The employee may be represented by the Union.

- A. Within five (5) working days after the initiation of the formal grievance, the District Manager shall investigate the grievance, and give his decision in writing to the grievant.

6. If the District Manager fails to respond in writing as provided, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the District Manager within ten (10) working days of receipt of his decision.

7. SELECTION OF ARBITRATORS

- A. An impartial arbitrator shall be selected jointly by the parties within ten (10) working days of receipt of the written demand.
- B. In the event the parties are unable to agree within the time stated, the American Arbitration Association shall select the arbitrator.

8. DECISION

- A. The decision of the arbitrator shall be final and binding.
- C. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his decision to the application and interpretation of its provisions.

9. COSTS

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

10. WITNESSES

The District agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Agreement.

SECTION 20 – RETIREMENT

- 1. All regular employees will be enrolled in the Contra Costa County Retirement Association. The Association will define the District contributions.
- 2. All unused sick leave at the time of retirement or termination shall be credited toward retirement as time in service, as allowed by CCCERA regulations.

SECTION 21 – HEALTH COVERAGE

The District shall administer the medical and dental plans. The District will contribute 90% of the health and dental premiums and the employees will contribute 10% of the premiums for the medical and dental coverage throughout the term of this Agreement. In no event will the District's contribution exceed 90% of the premiums. Individual contributions for employees will vary based on age and family composition.

The District shall have the right to choose both the medical plan and the dental plan that shall be provided to the employees.

Dental coverage to provide \$1,500 minimum benefit per covered person in dental plan.

Regular office visits and generic prescription drug co pay cap at \$35. If medical plan co pay exceeds \$35, then District to reimburse difference upon submission of valid receipt.

Out of pocket maximum per calendar year for medical coverage shall not exceed, the following schedule, for employee and for family:

Contract Year	Employee/Family
2023 – 2024	\$1,000/\$2,000
2024 – 2025	\$1,000/\$2,000
2025 – 2026	\$1,000/\$2,000
2026 – 2027	\$1,000/\$2,000
2027 – 2028	\$1,000/\$2,000

Employee's share of premium cost does not count toward the out of pocket maximum.

The District will meet and confer with the Union prior to making changes to health coverage.

Cash-In-Lieu-Of

Employees that provide proof of health coverage from another source (i.e. spouse's employer, Covered California, etc.) and that do not participate in the District's offered health plan(s) are eligible to receive cash-in-lieu-of based on the following:

- Two hundred dollars (\$200) per month for Employee only. Effective each year of the successor agreement, the amount will increase by fifteen dollars (\$15).
- Three hundred dollars (\$300) per month for Employees with one dependent. Effective each year of the successor agreement, the amount will increase by fifteen dollars (\$15).
- Four hundred dollars (\$400) per month for Employees with family. Effective each year of the successor agreement, the amount will increase by fifteen dollars (\$15), for Employees with family.

Supplemental Life Insurance

Subject to the terms and conditions of the District's contract with the provider, employees may purchase additional supplemental life at their own cost through the District's life insurance plan.

SECTION 22 – WAGE AND CLASSIFICATIONS

WAGE RATES

The wage rates commencing July 1, 2023 shall be as indicated in Appendix “A” for each classification depending on length of service.

1. Commencing July 1, 2023 salaries shall be increased as shown in table in Appendix A.
2. Commencing July 1, 2024, future salary adjustment shall be made each July 1 and will be equal to the cost of living adjusted on each anniversary date of this agreement, by the percentage of the most recent Consumer Price Index - All Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted, San Francisco – Oakland – Hayward, Ca, with a two (2) percent floor, not to exceed six (6) percent.
3. The District shall update Appendix "A" and notify the Union of the updated wage increases.

The wage adjustments apply to all categories and length of service wages delineated in Appendix “A”.

MERIT INCREASES

Employees normally receive a salary range increase upon satisfactory completion of their probationary period and a merit increase of one salary step every twelve (12) months from the date they achieve permanent status until they reach the top of their range. This merit increase shall only be withheld based upon a below average overall evaluation rating as noted in an Employee Performance Appraisal form. During the term of this Memorandum of Understanding (M.O.U.), the District shall use the Employee Performance Appraisal Form (as found in Exhibit A). When an employee receives notification that he/she will be given a performance evaluation, the employee may request a delay of up to three days between the time of the notification and the time of the performance evaluation meeting to prepare for the meeting.

LONGEVITY PAY

A two and one-half (2.5%) percent hourly pay increase will be granted to employees after ten (10) years of continuous employment with the District.

An additional two and one-half percent (2.5%) career hourly increase (for a total of 5%) will be granted to employees after fifteen (15) years of continuous employment with the District.

An additional two and one-half percent (2.5%) career hourly increase (for a total of 7.5%) will be granted to employees after twenty (20) years of continuous employment with the District.

OVERCERTIFICATION COMPENSATION

When the District employee meets the following eligibility criteria:

- Holds a certificate of a Grade III wastewater treatment plant operator OR Grade III collection system operator.
- Demonstrates continued satisfactory performance.

AND


- Performs duties related to the certificate held.

A District employee in the classification of Operator II is eligible for additional compensation above their current salary step as follows:


Possession of Grade III certificate: Four percent above base.

The District shall pay yearly fees necessary to maintain CWEA certifications.

I.U.O.E.,
STATIONARY ENGINEERS, LOCAL 39



Bart Florence
Business Manager-Secretary



Jeff Gladioux
President



Brandy Johnson
Director of Public Employees

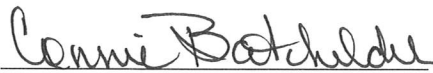


Thomas Medellin
Business Representative




Andrew Alva
Bargaining Committee

RODEO SANITARY DISTRICT



Connie Batchelder
President



Richard Frakes
Secretary



Steven S. Beall, P.E.
District Manager

Appendix A

Salary and Wage Schedule commencing July 1, 2023
To Be Adjusted Each July 1 in Accordance with Section 22, Wages

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Operator In Training	\$39.11	\$41.07	\$43.12	n/a	n/a
Operator I	\$41.33	\$43.40	\$45.57	\$47.85	\$50.24
Operator II	\$45.27	\$47.54	\$49.91	\$52.41	\$55.03
Senior Operator I	\$47.14	\$49.50	\$51.97	\$54.57	\$57.30

Exhibit A

EMPLOYEE PERFORMANCE EVALUATION

Name _____ Date _____

Dept. _____ Job Title Operator II

Check one: Annual New Employee Termination Other _____

Date of Last Review: _____ Date Employee Began Present Position: _____						
Next Scheduled Review: _____						
	U	F	S	G	E	Comments
1. Job Understanding: Employee possesses a clear knowledge of the responsibilities and the task he or she must perform.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Job Performance: The neatness, thoroughness and accuracy of employee's work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Job Productivity: The quality of the employee's work in terms of volume and accomplishments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Dependability: Can you rely upon this individual in terms of being on time and completion of tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Cooperation: The ability to work willingly with associates, subordinates, supervisors and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Overall Rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. General comments as to employee's strengths, weaknesses and action taken to improve job performance _____						

Supervisor _____ Reviewing Officer _____

Date _____ Date _____

Has this report been discussed with employee? Yes No, if not why? _____

If yes, note employee's comments _____

Employee's Signature _____ Date Reviewed with Employee _____

Employee Performance Evaluation

Instructions

- I. **When Required:** Annual Review - to be conducted during employee's anniversary month.
- New Employee - to be reviewed within 30-60 days but no later than 6 months after hiring.
- Termination - A review will be prepared upon all terminated employees.
- Other - when an employee performs in an exceptional manner, or when performance falls below standard.
- II. **Who Will Prepare:** Employee's supervisor.
- III. **Rating:**
- | | | |
|-----|----|--|
| "E" | 1. | Excellent - Individual performs all tasks in an exceptional manner. Requires little or no supervision. |
| "G" | 2. | Good - Individual performs many tasks well, and all other tasks adequately. Requires little or no supervision. |
| "S" | 3. | Satisfactory - Individual performs all tasks satisfactorily. Requires normal supervision. |
| "F" | 4. | Fair - Individual performs most tasks satisfactorily, but not all. Requires more than normal supervision. |
| "U" | 5. | Unsatisfactory - Individual fails to perform many tasks, requires close and constant supervision. |
- IV. **Overall Rating:** A summation, not necessarily the same as the individual's characteristics.
- V. **General Comments:** This is critical, you must, in your own words, sum up the individual's strengths, weaknesses, and steps to be taken to improve upon those weak areas as well as potential for increased responsibility and job promotion.
- VI. **Review:** By a person at least one level above the supervisor of the employee.
-
-