

AGENDA

BOARD OF DIRECTORS MEETING

DELTA DIABLO

(a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

(Note: There will be no in-person meeting at the District.)

WEDNESDAY, OCTOBER 12, 2022

4:30 P.M.

In lieu of a public gathering, the Board of Directors meeting will be accessible via ZOOM to all members of the public as permitted by the Government Code Section 54953(e).

The Board of Directors Meeting on October 12, 2022 will not be physically open to the public and all Board Members will be teleconferencing into the meeting. Members of the public can observe the meeting by following the steps listed below to view and listen to the Board Meeting.

Persons who wish to address the Board during the Public Comment period or with respect to an item on the Agenda will be limited to two (2) minutes. The Secretary to the Board will call on members of the public at the beginning of the meeting to establish a speaking order. Please indicate whether you wish to speak during the Public Comment period or on a specific Agenda item at that time.

The Board Chair may reduce the amount of time allotted to provide comments at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated.

Presentations will be made available online at <https://www.deltadiablo.org/board-meetings> approximately one hour prior to the start of the Board meeting.

How to view, listen to, and provide a Public Comment during the meeting via ZOOM:

How to view, listen to, and provide a Public Comment during the meeting via ZOOM:

Using your computer, access the Zoom meeting at: <https://us02web.zoom.us/j/83805995413>

How to listen and provide a Public Comment during the meeting via ZOOM:

- **Using your telephone, access the Zoom meeting by dialing (669) 900-6833**
- **Meeting ID: 838 0599 5413**

The District will provide reasonable accommodations for persons with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board 24 hours prior to the scheduled meeting at (925) 756-1927. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection on the District website at www.deltadiablo.org and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

AGENDA

BOARD OF DIRECTORS MEETING

DELTA DIABLO (a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509
(Note: There will be no in-person meeting at the District.)
WEDNESDAY, OCTOBER 12, 2022
4:30 P.M.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. RECOGNITION

- 1) **Adopt** Resolution Commending and Congratulating William Svoboda, Chemist III, on His Retirement from the District (Michael Placencia)
- 2) **Receive** Presentation of Distinguished Budget Presentation Award and **Recognize** and **Commend** Finance Division for Receiving Certificate of Recognition for Budget Preparation for Fiscal Year 2022/2023 from Government Finance Officers Association (Anika Lyons)

E. CONSENT CALENDAR

- 1) **Approve** Minutes of the Board of Directors Meeting, September 14, 2022 (Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register, August 2022 (Eka Ekanem)
- 3) **Make** Findings and **Approve** Continuing Teleconference Meetings (AB361), Government Code Section 54953(e) (Cecelia Nichols-Fritzler)
- 4) **Receive** Delta Household Hazardous Waste Collection Facility Fiscal Year 2021/2022 Report (Amanda Roa)
- 5) **Receive** Annual Report on Collection of Capital Facilities Capacity Charges for Fiscal Year 2021/2022 (Anika Lyons)
- 6) **Receive** Fiscal Year 2021/2022 Report on Surplus District Property (Judy Phan)
- 7) **Accept** and **Authorize** General Manager to File Notice of Completion, Parkson Corporation, Sand Filter Intermittent Backwash System, Project No. 21121 (Thanh Vo)
- 8) **Approve** Project Design; **Award** and **Authorize** General Manager to Execute Construction Services Contract in an Amount Not to Exceed \$159,270, Pacific Coast General Engineering, Inc.; **Authorize** General Manager to Approve Contract Change Orders in an Amount Not to Exceed 10% of Contract Amount; and Take Related Actions, Camp Stoneman Force Main Repair, Project No. 23117 (Thanh Vo)

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- 9) **Authorize** General Manager to Transfer Monies to Pump Station Facilities Repair Project From Wastewater Capital Asset Replacement Fund Reserves in the Amount of \$181,086, for a Total Project Budget of \$14,900,000; and **Authorize** General Manager to Execute Amendment No. 4 to Consulting Services Contract in the Amount of \$52,000, for a New Total Contract Amount of \$1,509,445, Inferra Construction Management Group, Inc., Construction Management and Inspection Services, Pump Station Facilities Repair, Project No. 80008 (Sean Williams)
- 10) **Authorize** General Manager to Execute Amendment No. 1 to Consulting Services Contract in the Amount of \$140,974, for a New Total Contract Amount of \$754,515, Lee & Ro, Inc., Engineering Services, Treatment Plant Switchgear Replacement, Project No. 17120 (Simon Kobayashi)

F. DELIBERATION

- 1) **Accept** General Manager's Acknowledgement of Government Code Section 7507 Actuarial Report, Proposed Retiree Medical Benefit Changes, Bartel Associates, LLC (Brian Thomas)
- 2) **Approve** Memoranda of Understanding with Professional and Technical and Management Association Bargaining Units; **Adopt** Resolution Approving Revised Salary Schedules for the Bargaining Units and Unrepresented Managers; and **Authorize** the General Manager to Make Non-Substantive, Clerical Changes and Corrections to Each Memorandum of Understanding after Board Approval (Brian Thomas)

G. PRESENTATIONS AND REPORTS

Receive Update on Key Regulatory Issues and 50th Anniversary of Clean Water Act (Dean Eckerson)

H. MANAGER'S COMMENTS

I. DIRECTORS' COMMENTS

J. CORRESPONDENCE

Receive Monthly Lobbyist Report Dated September 2022, Key Advocates, Inc., Western Recycled Water Coalition (Thanh Vo)

K. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS (GOV. CODE, SECTION 54957.6)

Agency Negotiators: Vince De Lange, Michael Jarvis

Employee Organizations: Operations and Maintenance Unit, Public Employees Union, Local One; Professional & Technical Unit, Public Employees Union, Local One; Management Association

Unrepresented Employees: All unrepresented employees

L. ADJOURNMENT

The next Board of Directors meeting will be held on November 9, 2022 at 4:30 p.m.

The District will provide reasonable accommodations for persons with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board 24 hours prior to the scheduled meeting at (925) 756-1927. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection on the District website at www.deltadiablo.org and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

October 12, 2022

ADOPT RESOLUTION COMMENDING AND CONGRATULATING WILLIAM SVOBODA, CHEMIST III, ON HIS RETIREMENT FROM THE DISTRICT

Recommendation

Adopt a resolution commending and congratulating Mr. William Svoboda, Chemist III, on his retirement from the District.

Background Information

Mr. Svoboda began his employment with the District as a Chemist I on April 25, 2011, and promoted to Chemist II and Chemist III in April 2012 and July 2016 respectively. Prior to joining the District, he earned a Bachelor's degree in Chemistry with a minor in Philosophy from University of California, Los Angeles and worked as a project manager for 13 years at a commercial environmental testing laboratory. Mr. Svoboda retired on October 6, 2022 following over 11 years of service at the District.

Analysis

Mr. Svoboda's excellent interpersonal skills contributed to his ability to develop strong and productive relationships with staff and external contacts. His strong technical knowledge supported successful contributions to technical studies and an effective transition from written compliance reporting to digital and web-based formats in the Laboratory Division. Mr. Svoboda's customer-service focus directly contributed to an exemplary regulatory compliance record and helped ensure pollution prevention activities were consistent with industry standards and permit requirements.

In 2015, Mr. Svoboda received the San Francisco Bay Section California Water Environment Association (CWEA) Laboratory Person of the Year Award in recognition of his outstanding achievements in wastewater services in the San Francisco Bay Area. He also educated multiple tour groups, ranging from elementary school to college students, on water resources and environmental protection topics, and routinely visited local schools to present to students on the water cycle and household hazardous waste. In addition, Mr. Svoboda achieved CWEA Laboratory Analyst Grade IV certification, which is the highest and most challenging certification level in the Laboratory Analyst series.

The District thanks Mr. Svoboda for dedicating his career to public service with excellent technical knowledge, reliable staff development, exceptional customer service, and strong contributions to technical studies and laboratory operations. The District wishes him all the best in his retirement years, and he will be greatly missed.

Attachment

Resolution Commending and Congratulating Mr. William Svoboda, Chemist III on His Retirement

Prepared by: _____



Dean Eckerson
Resource Recovery Services Director

cc: Mr. William Svoboda
District File No. BRD.01-ACTS



**BEFORE THE BOARD OF DIRECTORS
OF DELTA DIABLO**

Re: Commending and Congratulating)
Mr. William Svoboda, Chemist III, on) **RESOLUTION NO. 22/2022**
His Retirement from the District)

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, Mr. William Svoboda was hired by the District as a Chemist I on April 25, 2011 and promoted to Chemist II and Chemist III in April 2012 and July 2016, respectively; and

WHEREAS, he served as a Chemist III until his retirement on October 6, 2022, following over 11 years of service at the District; and

WHEREAS, he exhibited excellent interpersonal skills that contributed to strong and productive relationships, strong technical knowledge that supported successful contributions to technical studies and an effective transition to electronic reporting, a commitment to supporting public education via conducting tours and outreach to local schools, and a customer service focus that directly contributed to an exemplary regulatory compliance record and helped ensure the District's pollution prevention activities were consistent with industry standards and permit requirements; and

WHEREAS, he received the 2015 California Water Environment Association (CWEA) San Francisco Bay Section Laboratory Person of the Year Award in recognition of outstanding achievements in wastewater services in the San Francisco Bay Area; and

WHEREAS, he continued his education and professional development during his time at the District by earning the CWEA Laboratory Analyst Grade IV certification, which is the highest and most challenging certification level in the Laboratory Analyst series; and

WHEREAS, Mr. Svoboda is recognized for dedicating his career to public service with excellent technical knowledge, reliable staff development, exceptional customer service, problem-solving skills, and strong contributions to technical studies and laboratory operations.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

Mr. William Svoboda is hereby commended and thanked for over 11 years of outstanding service and dedication to the District. The Board of Directors and staff wish him well in his retirement.

PASSED AND ADOPTED on October 12, 2022 by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on October 12, 2022.

ATTEST: Federal Glover
Board Secretary

By: _____

October 12, 2022

RECEIVE PRESENTATION OF DISTINGUISHED BUDGET PRESENTATION AWARD AND RECOGNIZE AND COMMEND FINANCE DIVISION FOR RECEIVING CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION FOR FISCAL YEAR 2022/2023 FROM GOVERNMENT FINANCE OFFICERS ASSOCIATION

Recommendation

Receive the Distinguished Budget Presentation Award for Fiscal Year 2022/2023 (FY22/23) and recognize and commend the Finance Division for receiving the Certificate of Recognition for Budget Preparation for FY22/23 from the Government Finance Officers Association (GFOA).

Background Information

On September 23, 2022, GFOA recognized the District for its work on the FY22/23 Budget by awarding the District the Distinguished Budget Presentation Award. In addition to recognizing the District, GFOA recognized the Finance Division with the Certificate of Recognition for Budget Preparation.

GFOA is a non-profit association serving more than 20,000 government finance officials throughout the United States and Canada. It is estimated that approximately 2% and 0.5% of special districts received these recognitions at the state and national level, respectively.

Analysis

GFOA Distinguished Budget Presentation Award Program

GFOA's Distinguished Budget Presentation Award Program (Budget Award Program) is the highest form of recognition in governmental budgeting. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. To receive the budget award, the District had to satisfy nationally-recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the District's budget serves as a policy document, a financial plan, an operations guide, and a communications device. The District's budget was examined by a panel of independent reviewers and rated "proficient" in all four categories, and in the 14 mandatory criteria within those categories. This marks the third time the District has participated in the Budget Awards Program, represents a significant achievement for the District, and is a direct result of dedicated staff efforts.

Financial Impact

None

Attachments

- 1) GFOA Distinguished Budget Presentation Award for FY22/23
- 2) GFOA Certificate of Recognition for Budget Preparation dated September 23, 2022

Prepared by:



Brian Thomas
Acting Business Services Director

cc: District File No. CORP.01.02





GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Delta Diablo
California**

For the Fiscal Year Beginning

July 01, 2022

Christopher P. Morrill

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
Delta Diablo, California**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **September 23, 2022**

October 12, 2022

APPROVE MINUTES OF THE BOARD OF DIRECTORS MEETING, SEPTEMBER 14, 2022Recommendation

Approve Minutes of the Board of Directors Meeting held on September 14, 2022.

DRAFT

Board of Directors Meeting Minutes
DELTA DIABLO
September 14, 2022

The meeting was called to order by Chair Wilson at 4:30 p.m., on Wednesday, September 14, 2022, via Zoom. Present were Vice Chair Juan Banales and Director Federal Glover. Also present were Mary Ann Mason, District Counsel; Vince De Lange, General Manager; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Brian Thomas, Acting Business Services Director/District Engineer; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; Joaquin Gonzalez, Operations Manager; Ryan Cambra, Maintenance Mechanic II; Jason Booe, Maintenance Mechanic I; David Schmidt, Deputy County Counsel, Contra Costa County; and Doug Pryor, Senior Consulting Actuary, Foster & Foster.

Chair Wilson read the following statement: “In lieu of a public gathering, the Board of Directors meeting will be accessible via ZOOM to all members of the public as permitted by the Government Code Section 54953(e).”

Ms. Nichols-Fritzler read a statement regarding the process for receiving public comments and the availability of presentations on the District’s website and at the District’s Administration Building.

DELIBERATION

Consider Adopting Resolution Authorizing the Board of Directors, in All Its Capacities, and Its Subcommittees to Continue Teleconference Meetings under Government Code Section 54953(e), Make Related Findings, and Take Related Actions

Ms. Nichols-Fritzler presented an overview of Government Code Section 54953(e) and the key provisions of Assembly Bill 361 (AB 361), which amended the teleconferencing provision of the Brown Act effective October 1, 2021. She stated the requirements that the District must follow regarding agenda posting, instructions on how to access the meeting and provide public comment, options for attending a meeting via a call in or internet-based service option, and Board conduct of meetings in a manner that protects the constitutional and statutory rights of the public. In addition, Ms. Nichols-Fritzler noted if there is a disruption in the meeting, the Board must stop the meeting until public access and the ability to comment is restored.

The Board thanked Ms. Nichols-Fritzler for the presentation. Director Glover moved approval; seconded by Vice Chair Banales and by roll call vote Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the Board adopted the Resolution to Continue Teleconference Meetings under Government Code Section 54953(e).

Prior to hearing the Recognition Items, Mr. De Lange informed Chair Wilson that Item E/1, Adopt Resolution Commending and Congratulating Matt Gotshall, Computer Analyst, on His Retirement from the District, should be moved to the Consent Calendar.



Director Glover moved approval; seconded by Vice Chair Banales and by roll call vote Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the Board moved Item E/1 to the Consent Calendar.

RECOGNITION

Introduction of Ryan Cambra, Maintenance Mechanic II, to the District

Mr. Eckerson introduced Mr. Cambra, who began employment as a Maintenance Mechanic II on August 15, 2022. Prior to joining the District, he worked at USS-POSCO for seven years, which included four years as a Maintenance Mechanic and three years as a Mechanical Planner. In addition, he possesses multiple welding certifications. Mr. Cambra will support the District's core mission of protecting public health and the environment, and the Environmental Stewardship and Infrastructure Investment goals in the District's Strategic Plan. Mr. Cambra thanked the Board for the opportunity. The Board welcomed Mr. Cambra to the District.

Congratulate Jason Booe, Maintenance Mechanic I, on His Recent Promotion

Mr. Eckerson introduced Jason Booe, who was promoted Maintenance Mechanic I on September 5, 2022. He noted Mr. Booe earned a job promotion because of his commitment to professional development through training, certification, and experience. Mr. Eckerson commented that this achievement directly supports the Workforce Development goal in the District's Strategic Plan. Mr. Booe thanked the Board and his colleagues for the opportunity. The Board congratulated Mr. Booe on his promotion.

Receive Presentation of Silver Peak Performance Award from National Association of Clean Water Agencies

Mr. Gonzalez presented the NACWA Silver Peak Performance Award. The Silver Award recognizes agencies that achieve NPDES permit effluent discharge compliance with no more than five violations in a calendar year. This is the eighteenth consecutive year in which NACWA has recognized the District with a Peak Performance Award, which acknowledges the high degree of regulatory compliance focus and industry leadership demonstrated by staff. The Board congratulated staff on receiving this achievement.

CONSENT CALENDAR

Director Glover moved approval of the Consent Calendar, seconded by Vice Chair Banales, and by roll call vote (Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the following Consent items were approved: Approve Minutes of the Board of Directors Meeting, July 13, 2022; Receive District Monthly Check Register, June 2022 and July 2022; Adopt Resolution Approving Amendments to the Delta Diablo Conflict of Interest Code and Direct Staff to Transmit the Code to the Contra Costa County Clerk of the Board of Supervisors; Adopt Resolution Approving Updates to the District's Records Retention Schedule; Authorize General Manager to Execute Amendment No. 1 to General Services Contract in the Amount of \$24,817, for a New Total Contract Amount Not to Exceed \$178,357, McCampbell Analytical, Inc., COVID-19 Testing Services; Authorize General Manager to Execute Amendment No. 3 to General Services Contract in the Amount of \$30,000 for a New Total Contract Amount Not to Exceed \$216,399, Liebert Cassidy Whitmore, Labor Negotiation Services; Authorize General Manager to Execute an Improvement Agreement with Saikap Investments, LLC in Connection with Sewer Service Improvements Saikap Investments, LLC is Constructing for Its Delta Food Truck Commissary-T.I. Project in Bay Point, and Authorize General Manager to Accept the Offer of Dedication of Sewer Service Improvements after Verifying Compliance with District Code and Improvement Agreement Requirements Following the One-Year Maintenance Period; Authorize General Manager to Execute an Improvement Agreement with Alves Lane, L.P. in Connection with Sewer Service Improvements

Alves Lane, L.P. is Constructing for Its Alves Lane Apartments Project in Bay Point, and Authorize General Manager to Accept the Offer of Dedication of Sewer Service Improvements after Verifying Compliance with District Code and Improvement Agreement Requirements Following the One-Year Maintenance Period; Receive Fourth Quarter Fiscal Year 2021/2022 District Investment Report; and Adopt Resolution Commending and Congratulating Matt Gotshall, Computer Analyst, on His Retirement from the District.

DELIBERATION

Accept Reports on Actuarial Valuation as of June 30, 2022, Other Post-Employment Benefits Fund and Actuarial Report Regarding Financial Impact of Proposed Retiree Medical Benefit Changes Pursuant to Government Code Section 7507

Mr. Thomas provided an overview of the OPEB Trust Funding Policy adopted by the Board in February 2010, including required employee contributions and District match. He noted that the District's unfunded actuarial accrued liability (UAAL) is approximately \$777,000, which is lower than projected two years ago, and that the OPEB Trust Fund is 96% funded and is estimated to be 100% funded in 15 years. Mr. Thomas explained key factors impacting the actuarially determined contribution (ADC) calculation, which is estimated at approximately \$426,000 and \$457,000 for FY23/24 and FY24/25, respectively.

In addition, Mr. Thomas highlighted proposed changes to the retiree medical benefit associated with current labor contract negotiations and the associated need to comply with Government Code Section 7507, which requires an actuarial opinion regarding the financial impact of proposed changes to retiree healthcare benefits. Mr. Thomas noted that the District's actuarial costs would decrease due to the proposed benefits changes—the UAAL would decrease by approximately \$156,000, while the ADC would be reduced by approximately \$50,000. He stated the District has tentatively reached agreements with the Management Association and Professional & Technical, Local One AFSCME Council 57 bargaining units on proposed changes to retiree medical benefits, which are under consideration by the Operations & Maintenance, Local One AFSCME Council 57 bargaining unit. In closing, Mr. Thomas noted that the required actuarial statement for GC Section 7507 compliance has been received from the District's consultant and presented recommended actions and next steps. Mr. Thomas noted that Doug Pryor, Senior Consulting Actuary, Foster & Foster was in attendance and available to answer any questions.

The Board received a public comment from Mr. Michael McKinney, Maintenance Mechanic II, who asked the Board to consider the potential impact the changes may have on recruitment efforts.

The Board thanked Mr. Thomas for the presentation. Director Glover moved to accept the report, seconded by Vice Chair Banales and by roll call vote Ayes: *Banales, Glover and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the Board accepted the Reports on Actuarial Valuation as of June 30, 2022, Other Post-Employment Benefits Fund and Actuarial Report Regarding Financial Impact of Proposed Retiree Medical Benefit Changes Pursuant to Government Code Section 7507.

PRESENTATIONS AND REPORTS

Receive Update on Fiscal Year 2022/2023 Strategic Initiatives to Support District Strategic Plan Implementation

Mr. Eckerson reviewed the eight proposed FY22/23 Strategic Initiatives and described how each supports the six Strategic Goals (Infrastructure Investment, Environmental Stewardship, Fiscal Responsibility, Organizational Change, Workforce Development, and Customer Services and Engagement) included in the District's Strategic Plan. He highlighted that these initiatives will support continuing development of an Asset Management program; application of risk-based criteria to capital project prioritization; consideration of alternative capital project delivery methods to reduce costs; integrated financial planning; information technology enhancements; engagement

with peer agencies and industry associations to support workforce development, continuous improvement, and information sharing; effective cost recovery via Capital Facilities Capacity Charges; and a streamlined, effective approach to the performance planning and appraisal process.

He noted that staff will provide a report on the District's progress in completing these initiatives, as well as the FY22/23 Annual Performance Report, in July 2023. In response to a question from Director Glover regarding integration of a two-year rates, budget, and CIP development process, Mr. De Lange highlighted that staff would return to the Board in the future to discuss proposed process changes. The Board thanked Mr. Eckerson for the presentation.

Receive Report and Provide Direction to Staff regarding Potential Utilization of Project Labor Agreements

As a follow up to the request from Chair Wilson at the July 13, 2022 Board Meeting, Mr. Thomas provided an overview of project labor agreements (PLAs), including background information, benefits, general terms and conditions, and local use of PLAs in the Bay Area. He noted the City of Antioch (December 2021), City of Pittsburg (October 2018), and Contra Costa County (early 2000s) each have executed PLAs. Mr. Thomas discussed key terms and conditions for consideration if a PLA were to be implemented at the District. In closing, Mr. Thomas reviewed next steps for the Board to consider, which included engagement with construction contractors to identify potential impacts, initiating discussions with Contra Costa Building and Construction Trades Council representative(s), and developing preliminary recommendations for key terms and conditions for discussion at a future Board meeting.

The Board received five public comments from Mr. Eric Haynes, Sheet Metal Workers Union Local 104; Mr. Chuck Leonard, Business Representative, Plumbers & Steamfitters Local Union 342; Ms. Rachel Shoemake, IBEW; Mr. Treston Shull, Vice President/Business Representative, Laborers Local 324; and Mr. Anthony Viscusso, Business Agent, Heat & Frost Insulators, Local 16.

Mr. Haynes spoke in support of PLAs and stated that benefits include training a highly-skilled workforce, on time project delivery, and apprenticeship programs that lead to well-rounded workers.

Mr. Leonard spoke in support of PLAs and noted the many benefits that can be realized through PLAs, such as hiring a local workforce, economic support to disadvantaged communities, and providing jobs in communities where people live.

Ms. Shoemake thanked the Board for supporting PLAs; citing it provides training and job opportunities for women and minorities.

Mr. Schull spoke in support of PLAs stating that it will promote local hiring in East Contra Costa County, which will improve the quality of life for workers and their families by providing local jobs and reducing lengthy commutes to job sites outside of the area.

Mr. Viscusso spoke in support of PLAs and noted how local residents will benefit from this new opportunity. He cited the pride in work performed by union workers.

The Board thanked Mr. Thomas for the presentation. Director Glover noted that the three governing agencies represented by the Board have a PLA in place and requested that staff review the PLA at the County. Vice Chair Banales noted his support for working through the process and stated he is looking forward to the partnership outcome and benefits of a PLA. Chair Wilson commented that this is a step in the right direction and noted that the opportunity to hire local and keep the workforce and jobs in Contra Costa County is a benefit. The Board provided direction to staff to proceed with the recommended next steps and to provide an associated update at a future Board meeting.

MANAGER'S COMMENTS

None.

DIRECTORS' COMMENTS

Chair Wilson provided an informational update on the Antioch Brackish Desalination Facility tour and event scheduled for Monday, September 19, 2022 from 9:30 am to noon at the Antioch Community Center, noting that Mr. De Lange was participating as a speaker.

CORRESPONDENCE

Receive Monthly Lobbyist Report Dated July 2022 and August 2022, Key Advocates, Inc., Western Recycled Water Coalition

The Board received and filed the report.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS (GOV. CODE, SECTION 54957.6)

Agency Negotiators: Vince De Lange, Michael Jarvis

Employee Organizations: Operations and Maintenance Unit, Public Employees Union, Local One; Professional & Technical Unit, Public Employees Union, Local One; Management Association

Unrepresented Employees: All unrepresented employees

Before adjourning to Closed Session, Mary Ann Mason, District Counsel, noted there was nothing to announce. The Secretary to the Board asked if there were any public comments on the Closed Session item. At 6:01 p.m., Chair Wilson convened to Board of Directors meeting to Closed Session. Chair Wilson reconvened the Board of Directors Meeting at 7:03 p.m. and stated there was nothing to report from Closed Session.

ADJOURNMENT

Chair Wilson adjourned the meeting at 7:03 p.m. and noted the next Board of Directors meeting is scheduled for October 12, 2022 at 4:30 p.m.

Federal Glover
Board Secretary

(Recording Secretary:
Cecelia Nichols-Fritzler)

cc: District File No. BRD.01-MINS



October 12, 2022

RECEIVE DISTRICT MONTHLY CHECK REGISTER, AUGUST 2022

Recommendation

Receive District Monthly Check Register for the month ending August 31, 2022.

Background Information

Attached is the Check Register for the month of August 2022. The report reflects payments to the District's suppliers, consultants, service providers, and contractors. A total of \$1,812,812.54 was disbursed in the month of August 2022, which includes 118 checks.

Financial Impact

All payments made during each month are within funding levels included in the adopted Fiscal Year 2022/2023 (FY22/23) Budget.

Attachments

Check Register month ending August 31, 2022

Reviewed by:



Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS



**CHECK REGISTER
DELTA DIABLO
CASH DISBURSEMENTS FOR THE MONTH OF AUGUST 2022**

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/4/2022	AFLAC	58986	37818	573.38	INSURANCE	573.38
8/4/2022	ALAMEDA ELECTRIC DISTRIBUTORS	58992	37819	27.92	INVENTORY	27.92
8/4/2022	BOUCHER LAW, PC	58925 58926	37820	4,815.00 157.50	RECRUITMENT SERVICES RECRUITMENT SERVICES	4,972.50
8/4/2022	CHEMTRADE CHEMICALS US LLC	58951 58972 58973	37821	4,160.31 3,835.57 4,172.28	ALUMINUM SULFATE ALUMINUM SULFATE ALUMINUM SULFATE	12,168.16
8/4/2022	CON-QUEST CONTRACTORS, INC	59012 59013	37822	32,448.00 330,125.00	SHORE ACRES INERCEPTOR EMERGENCY REPAIR, PN 22129 SHORE ACRES INERCEPTOR EMERGENCY REPAIR, PN 22129	362,573.00
8/4/2022	VINCENT DE LANGE	58993	37823	274.63	T&M	274.63
8/4/2022	FRESCHI AIR SYSTEMS	59007	37824	22,046.05	HVAC9007 REPLACEMENT	22,046.05
8/4/2022	IN SHAPE HEALTH CLUBS	58985	37825	533.96	GYM	533.96
8/4/2022	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.	58936	37826	654.05	CSC PN 80008 (17128, 17129, 17	654.05
8/4/2022	JW BACKHOE & CONSTRUCTION, INC	59001 59002 59003 59004 59005	37827	19,303.54 13,677.00 13,677.00 23,597.07 21,813.47	BRIDGEHEAD FM TEMPORARY BYPASS BRIDGEHEAD FM TEMPORARY BYPASS BRIDGEHEAD FM TEMPORARY BYPASS 44 HILL ST EMERGENCY REPAIR CONSTRUCTION, PN 22106 56 HILL ST EMERGENCY REPAIR CONSTRUCTION, PN 22106	92,068.08
8/4/2022	KEMIRA WATER SOLUTIONS, INC.	58974	37828	8,264.54	FERROUS CHLORIDE	8,264.54
8/4/2022	MCMASTER CARR SUPPLY CO	58949	37829	232.77	INVENTORY	232.77
8/4/2022	MEYERS NAVE	58927	37830	1,422.59	LEGAL SERVICES	1,422.59
8/4/2022	NWN CORPORATION	58988 58989	37831	817.95 3,032.66	PHONE EXP PHONE EXP	3,850.61
8/4/2022	PSOMAS	58923 58933	37832	41,755.83 6,721.25	CONSTRUCTION MANAGEMENT SERVICES CM&I SERVICES FOR PN21123	48,477.08
8/4/2022	READY PRINT	58996 58997	37833	316.08 316.08	PRINTING SERVICES PRINTING SERVICES	632.16
8/4/2022	TAC AMERICAS, INC.	58994 58995	37834	1,695.49 1,695.49	POC HVAC SERVICE/ REPAIRS POC HVAC SERVICE/ REPAIRS	3,390.98
8/4/2022	STANDARD INSURANCE COMPANY	58981	37835	3,394.04	LIFE & LTD INS.	3,394.04
8/4/2022	SYNAGRO WEST, LLC	59010	37836	57,007.62	BIOSOLIDS HAULING	57,007.62
8/4/2022	TECHKNOWSION INC.	58998	37837	1,402.50	***EMERGENCY PO FOR SCADA SERVICES***	1,402.50
8/4/2022	TOSHIBA INTERNATIONAL CORP	58922	37838	284.42	COPIER USAGE	284.42
8/4/2022	TYLER TECHNOLOGIES, INC.	59014	37839	737.75	MUNIS REPORTING MODULE	737.75
8/4/2022	UNIVAR USA INC	58897 58975 58976 58979 58980	37840	7,140.98 7,143.11 7,143.11 8,094.12 4,013.40	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM BISULFITE SODIUM BISULFITE	33,534.72

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/4/2022	VISION SERVICE PLAN		37841			1,666.11
		58982		1,615.13	VISION	
		58983		50.98	COBRA VISION	
8/4/2022	YORKE ENGINEERING, LLC		37842			5,224.85
		58968		2,549.35	AIR QUALITY SUPPORT, COMPLIANCE ASSISTANCE	
		58969		2,675.50	AIR QUALITY SUPPORT, COMPLIANCE ASSISTANCE	
8/11/2022	AFSCME DISTRICT COUNCIL 57		37843			4,266.42
		5627010		2,766.42	UNION DUES O&M	
		5627110		1,500.00	UNION DUES P&T	
8/11/2022	ANDRITZ SEPARATION INC		37844			508.67
		59027		508.67	INVENTORY	
8/11/2022	CHEMTRADE CHEMICALS US LLC		37845			8,250.56
		59031		4,107.33	ALUMINUM SULFATE	
		59032		4,143.23	ALUMINUM SULFATE	
8/11/2022	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		37846			9,899.32
		58953		9,899.32	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
8/11/2022	COMCAST BUSINESS COMMUNICATIONS, LLC		37847			860.93
		59078		860.93	PHONE EXP	
8/11/2022	CONTINENTAL DEVELOPMENT CONSULTANTS INC		37848			243.12
		59052		243.12	SSC REFUND	
8/11/2022	DEPT OF GENERAL SERVICES		37849			29,390.61
		59036		29,390.61	UTILITIES	
8/11/2022	ERIKS NORTH AMERICA, INC.		37850			939.81
		59054		939.81	INVENTORY	
8/11/2022	FEDERAL EXPRESS		37851			168.67
		59079		168.67	POSTAGE	
8/11/2022	FLYERS ENERGY LLC		37852			1,772.90
		59057		1,772.90	DIESEL FUEL FOR 1 MEG STANDBY GENERATOR	
8/11/2022	G3 ENGINEERING, INC		37853			79.07
		59053		79.07	INVENTORY	
8/11/2022	GOLDEN STATE WATER CO.		37854			2,120.41
		59038		778.28	AC# 32249200000	
		59039		1,342.13	AC# 07744100004	
8/11/2022	GRAINGER		37855			4,151.91
		59015		372.33	INVENTORY	
		59016		928.35	INVENTORY	
		59017		175.68	INVENTORY	
		59018		318.30	INVENTORY	
		59019		77.31	INVENTORY	
		59020		2,097.94	INVENTORY	
		59021		77.31	INVENTORY	
		59022		104.69	INVENTORY	
8/11/2022	HACH COMPANY		37856			1,299.29
		59028		1,299.29	INVENTORY	
8/11/2022	KEN GRADY COMPANY		37857			738.23
		59024		738.23	INVENTORY	
8/11/2022	MANAGED HEALTH NETWORK		37858			353.10
		59071		353.10	EAP	
8/11/2022	MDRR PITTSBURG		37859			1,310.40
		59037		1,310.40	AC# 10-0018920	
8/11/2022	MONUMENT CAR PARTS		37860			767.95
		59055		767.95	INVENTORY	
8/11/2022	NORTHPOINT SECURITY SERVICES, INC		37861			5,331.76
		59056		5,331.76	SECURITY PATROL SERVICES	
8/11/2022	PACIFIC GAS & ELECTRIC COMPANY		37862			70,638.80
		59048		70,638.80	AC# 48871739628	
8/11/2022	PACIFIC GAS & ELECTRIC COMPANY		37863			334.04
		59059		334.04	UTILITIES	
8/11/2022	PACIFIC GAS & ELECTRIC COMPANY		37864			53.70
		59060		53.70	UTILITIES	
8/11/2022	MICHAEL PLACENCIA		37865			261.98
		59066		261.98	T&M	
8/11/2022	PSOMAS		37866			7,437.50
		58990		3,937.50	HILL ST EMERGENCY REPAIR INSPECTION, PN 22106	
		58991		3,500.00	SHORE ACRES CIPP INSPECTION, PN 22129	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/11/2022	RH TECHNOLOGY		37867			29,205.92
		59041		3,608.64	O/S TEMP	
		59042		4,510.80	O/S TEMP	
		59043		3,608.64	O/S TEMP	
		59044		3,608.64	O/S TEMP	
		59045		3,745.60	O/S TEMP	
		59046		3,745.60	O/S TEMP	
		59047		3,745.60	O/S TEMP	
		59058		2,632.40	O/S TEMP	
8/11/2022	THATCHER COMPANY OF CALIFORNIA, INC		37868			3,361.63
		59049		3,361.63	ALUMINUM SULFATE	
8/11/2022	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,		37869			9,336.00
		59050		9,336.00	NIGHTLY JANITORIAL SERVICES	
8/11/2022	UNIFIRST CORPORATION		37870			337.11
		59068		33.19	UNIFORM/ LAUNDRY SERVICE	
		59069		120.72	UNIFORM/ LAUNDRY SERVICE	
		59070		183.20	UNIFORM/ LAUNDRY SERVICE	
8/11/2022	UNIVAR USA INC		37871			14,286.98
		58977		7,143.87	SODIUM HYPOCHLORITE	
		58978		7,143.11	SODIUM HYPOCHLORITE	
8/11/2022	WESCO		37872			4,523.59
		59025		4,523.59	INVENTORY	
8/11/2022	ZORO TOOLS, INC		37873			2,238.49
		59023		2,238.49	INVENTORY	
8/18/2022	ALHAMBRA & SIERRA SPRGS WATER		37874			392.01
		59157		392.01	ALHAMBRA WATER	
8/18/2022	ALLIED ELECTRONICS		37875			432.26
		59083		432.26	INVENTORY	
8/18/2022	CITY OF ANTIOCH- WATER		37876			6,204.58
		59103		826.14	AC# 004-01513	
		59104		94.60	AC# 004-01510	
		59105		4,933.14	AC# 013-00110	
		59106		94.60	AC# 013-00021	
		59107		94.60	AC# 013-00022	
		59108		94.60	AC# 013-00024	
		59110		66.90	AC# 013-00023	
8/18/2022	APG NEUROS INC.		37877			1,626.07
		59084		1,626.07	INVENTORY	
8/18/2022	ARCO BUSINESS SOLUTIONS		37878			3,982.94
		59087		3,982.94	GAS	
8/18/2022	ASSOCIATED SERVICES COMPANY		37879			488.07
		59158		24.60	COFFEE AND COFFEE SUPPLIES	
		59159		463.47	COFFEE AND COFFEE SUPPLIES	
8/18/2022	SCOT ALLISON CAMPBELL		37880			1,723.60
		59065		1,723.60	INVENTORY	
8/18/2022	CALTEST ANALYTICAL LABORATORY		37881			3,367.35
		59140		2,198.25	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
		59141		365.40	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
		59142		365.40	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
		59143		438.30	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
8/18/2022	CHEMTRADE CHEMICALS US LLC		37882			12,503.17
		59030		4,074.85	ALUMINUM SULFATE	
		59088		4,206.47	ALUMINUM SULFATE	
		59089		4,221.85	ALUMINUM SULFATE	
8/18/2022	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		37883			263.00
		59092		263.00	PRE EMPL COST	
8/18/2022	CONTRA COSTA COUNTY		37884			52,361.00
		59127		52,361.00	LEGAL SERVICES	
8/18/2022	CONTRA COSTA WATER DISTRICT		37885			35.78
		59129		35.78	UTILITIES	
8/18/2022	CORELOGIC INFORMATION SOLUTIONS, INC		37886			165.00
		59102		165.00	REALQUEST PROPERTY INFORMATION	
8/18/2022	CUPERTINO ELECTRIC, INC		37887			423,245.01
		59080		423,245.01	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	
8/18/2022	DIABLO WATER DISTRICT		37888			1,869.70
		59128		1,869.70	UTILITIES	
8/18/2022	FLOTTWEG SEPARATION		37889			2,359.97
		59086		2,359.97	INVENTORY	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/18/2022	FLYERS ENERGY LLC	59100	37890	5,716.75	ENG8903 LUBE OIL	5,716.75
8/18/2022	GOVERNMT FINANCE OFFICERS ASSC	59122	37891	345.00	BUDGET AWARD REVIEW	345.00
8/18/2022	GOT POWER, INC.	59150 59151 59152 59153	37892	3,073.16 2,930.62 2,930.62 2,337.68	GENERATOR RENTAL FOR ATS ISSUE AT PITTSBURG PS GENERATOR RENTAL FOR ATS ISSUE AT PITTSBURG PS GENERATOR RENTAL FOR ATS ISSUE AT PITTSBURG PS GENERATOR RENTAL FOR ATS ISSUE AT PITTSBURG PS	11,272.08
8/18/2022	HAZEN & SAWYER	59168	37893	36,010.00	RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120	36,010.00
8/18/2022	JAC INDUSTRIAL TECHNOLOGIES, LLC	59026	37894	900.85	INVENTORY	900.85
8/18/2022	KEMIRA WATER SOLUTIONS, INC.	59029	37895	7,388.16	FERROUS CHLORIDE	7,388.16
8/18/2022	KENNEDY/JENKS CONSULTANTS INC.	58999 59006	37896	99,912.35 14,375.20	ESDD FOR PN21114 ASSET MANAGEMENT PROGRAM DEVELOPMENT PN 19109	114,287.55
8/18/2022	KOA HILLS CONSULTING LLC.	59095 59096	37897	262.50 2,931.25	KOA HILLS CONSULTING MUNIS SUPPORT SERVICES MUNIS ERP ENHANCEMENT PROJECT	3,193.75
8/18/2022	LINDE GAS & EQUIPMENT INC	59147	37898	2,008.86	OXYGEN RENTAL	2,008.86
8/18/2022	LYSTEK INTERNATIONAL LIMITED	59085	37899	4,210.08	BIOSOLIDS DISPOSAL	4,210.08
8/18/2022	MCCAMPBELL ANALYTICAL, INC.	59139	37900	289.50	CONTRACT LAB SUPPORT FOR PRETREATMENT	289.50
8/18/2022	MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)	59090 59091	37901	626.51 525.10	WASTE WASTE	1,151.61
8/18/2022	NORTHPOINT SECURITY SERVICES, INC	59097	37902	5,479.60	SECURITY PATROL SERVICES	5,479.60
8/18/2022	NWN CORPORATION	59145 59146	37903	3,032.66 817.95	PHONE EXP PHONE EXP	3,850.61
8/18/2022	ODP BUSINESS SOLUTIONS LLC	59160 59161 59162 59163 59164 59165 59166	37904	87.23 57.52 38.40 17.27 108.54 575.76 21.47	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	906.19
8/18/2022	PACIFIC GAS & ELECTRIC COMPANY	59167	37905	93,390.32	AC# 4835091675-4	93,390.32
8/18/2022	REPUBLIC SERVICES #210	59098 59099	37906	1,162.49 4,679.88	WASTE WASTE	5,842.37
8/18/2022	RH TECHNOLOGY	59125 59155	37907	2,632.40 4,682.00	O/S TEMP O/S TEMP	7,314.40
8/18/2022	KELLY RING	59126	37908	225.00	T&M	225.00
8/18/2022	STREAMLINE	59101	37909	6,590.83	STREAMLINE WEB HOSTING 1YR	6,590.83
8/18/2022	T & T VALVE AND INSTRUMENT	59082	37910	1,021.25	INVENTORY	1,021.25
8/18/2022	STACY TUCKER	59051	37911	36.00	REIMBURSEMENT	36.00
8/18/2022	TYLER TECHNOLOGIES, INC.	59094	37912	652.00	MUNIS REPORTING MODULE	652.00
8/18/2022	UNIVAR USA INC	59033 59034 59076	37913	6,747.23 5,907.40 8,094.12	SODIUM HYPOCHLORITE SODIUM BISULFITE SODIUM BISULFITE	20,748.75
8/18/2022	WILLDAN FINANCIAL SERVICES	59035	37914	7,500.00	SEWER SERVICE CHARGE ADMINISTRATION	7,500.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
8/25/2022	AFLAC	59195	37915	573.38	INSURANCE	573.38
8/25/2022	ALAMEDA ELECTRIC DISTRIBUTORS	59077	37916	17,091.00	SCADA SUPPORT CONTRACT A1AU004930 EXPIRES 7/7/23	17,091.00
8/25/2022	MICHAEL AUER	59181	37917	245.36	REIMBURSEMENT	245.36
8/25/2022	MICHAEL BAKALDIN	59183	37918	221.05	REIMBURSEMENT	221.05
8/25/2022	CALTEST ANALYTICAL LABORATORY	59144	37919	711.00	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	711.00
8/25/2022	CHEMTRADE CHEMICALS US LLC	59130	37920	3,980.84	ALUMINUM SULFATE	3,980.84
8/25/2022	CROPPER ACCOUNTANCY CORP	59180	37921	4,500.00	AUDIT SERVICES FOR FYE 06/30/2022	4,500.00
8/25/2022	GOT POWER, INC.	59190	37922	2,757.14	EMERGENCY 1000KW PORTABLE GENERATOR RENTAL	2,757.14
8/25/2022	LEEANN KNIGHT	59184	37923	224.82	REIMBURSEMENT	224.82
8/25/2022	LEGAL SHIELD	59192 59193 59194	37924	52.85 52.85 52.85	LEGAL MEMBERSHIP LEGAL MEMBERSHIP LEGAL MEMBERSHIP	158.55
8/25/2022	LIEBERT, CASSIDY, WHITMORE	59178 59179	37925	2,383.31 984.00	Labor Negotiations Services Labor Negotiations Services	3,367.31
8/25/2022	CAROL MARGETICH	59185	37926	492.56	REIMBURSEMENT	492.56
8/25/2022	MCCAMPBELL ANALYTICAL, INC.	59196 59197	37927	350.00 865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT CONTRACT LAB SUPPORT FOR PRETREATMENT	1,215.00
8/25/2022	ABEL PALACIO	59188	37928	918.63	REIMBURSEMENT	918.63
8/25/2022	POLYDYNE INC	59134	37929	28,473.54	LIQUID POLYMER	28,473.54
8/25/2022	RH TECHNOLOGY	59177	37930	3,745.60	O/S TEMP	3,745.60
8/25/2022	TERRY SPURGEON	59187	37931	483.62	REIMBURSEMENT	483.62
8/25/2022	JAYNE STROMMER	59186	37932	166.12	REIMBURSEMENT	166.12
8/25/2022	TERRYBERRY	59198	37933	151.00	EMPLOYEE RECOGNITION	151.00
8/25/2022	TYLER BUSINESS FORMS	59199	37934	1,220.11	SUPPLIES-YEAR END FORMS	1,220.11
8/25/2022	UNIVAR USA INC	59075 59137	37935	6,834.49 4,047.06	SODIUM HYPOCHLORITE SODIUM BISULFITE	10,881.55
	GRAND TOTAL					<u>1,812,812.54</u>

October 12, 2022

MAKE FINDINGS AND APPROVE CONTINUING TELECONFERENCE MEETINGS
(AB 361, GOVERNMENT CODE SECTION 54953[e])

Recommendations

1. Find that the following circumstances exist: (a) the Statewide state of emergency and the Countywide local emergency continue to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees and advisory bodies, to meet safely in person because the highly transmissible Omicron variant of COVID-19 is present in the County and test positivity, case rates, and hospitalizations are increasing in the County ; and (b) the Contra Costa County Health Officer recommendations for online meetings (i.e., teleconference meetings) which present the lowest risk of transmission of the virus that causes COVID-19 and for social distancing remain in effect.
2. Authorize the Board of Directors, in all its capacities, and its Subcommittees, to conduct teleconference meetings under Government Code Section 54953(e).
3. Determine that these bodies will hold virtual meetings for the next 30 days.
4. Direct the General Manager to return to the Board acting in all its capacities, within 30 days with an item to reconsider the state of emergency and whether to continue meeting virtually under the provisions of Government Code Section 54953(e) and to make required findings as to all bodies covered by this Board order.

Background Information

On October 13, 2021, November 17, 2021, January 12, 2022, March 30, 2022, June 22, 2022, and September 14, 2022 the Board adopted Resolution Nos. 15/2021, 19/2021, 05/2022, 08/2022, 09/2022, and 18/2022, respectively, which authorized the Board, in all its capacities, and subcommittees, to conduct teleconferencing meetings under Government Code Section 54953(e). In addition, the Board also authorized the continuance of teleconference meetings at its December 8, 2021, February 9, 2022, April 20, 2022, May 11, 2022, and July 13, 2022 meetings.

Government Code Section 54953(e), added to the Brown Act by Assembly Bill 361 (AB 361), allows a local agency to use special teleconferencing rules during a declared state of emergency. When a legislative body uses the emergency teleconferencing provisions under Government Code Section 54953(e), the following rules apply:

- The agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.



- If there is a disruption in the public broadcast of the meeting, or of the public's ability to comment virtually for reasons within the body's control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.
- Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- AB 361 sunsets on January 1, 2024.

Analysis

Under Government Code Section 54953(e), if the local agency wishes to continue using these special teleconferencing rules after adopting an initial resolution, the legislative body must reconsider the circumstances of the state of emergency every 30 days and make certain findings. The agency must find that the state declared emergency continues to exist and that it continues to directly impact the ability of officials and members of the public to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing.

The Board last made the required findings and approved continuing special teleconference meetings and rules on September 14, 2022. The Board can again make these findings. The statewide state of emergency continues to exist, and the state and the countywide local emergencies continue to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees to meet safely in person. The current trends as of October 1, 2022 show the COVID-19 case rate, test positivity, COVID-19 hospitalizations, and COVID-19 wastewater surveillance data are decreasing, but community transmission, as noted in CDC community transmission map, remains high. In addition to this, the Omicron variant and its subvariants are the predominant variants in the county. These variants have been shown to dramatically increase COVID-19 transmission.


If the Board wishes to continue teleconferencing under Section 54953(e), at its next meeting, the Board must reconsider the circumstances of the state of emergency and find that one or both of the following circumstances exists: a) the state declared emergency continues to directly impact the ability of members to safely meet in person, or b) state or local officials continue to impose or recommend measures to promote social distancing. If the state declared emergency no longer exists, or if the Board does not make these findings by majority vote, then it and its subcommittees will no longer be exempt from the Brown Act's non-emergency teleconferencing rules.


Fiscal Impact

None.

Attachments

None.

Prepared by: 
 Cecelia Nichols-Fritzler
 Office Manager/Secretary to the Board

Reviewed by: 
 Vince De Lange
 General Manager

cc: District File No. BRD.01-ACTS



October 12, 2022

RECEIVE DELTA HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY
FISCAL YEAR 2021/2022 REPORT

Recommendation

Receive Delta Household Hazardous Waste Collection Facility (DHHWCF) Fiscal Year 2021/2022 (FY21/22) Report.

Background Information

In partnership with the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County, the District has operated a regional Household Hazardous Waste (HHW) Program since 1996. The HHW Program keeps hazardous waste out of landfills and the wastewater system in support of state regulations and the District's Pollution Prevention Program by accepting HHW and electronic waste (e-waste) free of charge for East Contra Costa County residents. Eligible small businesses may use the program for a fee. The attached DHHWCF FY21/22 Report summarizes key facility operational information, including utilization, hazardous waste collected, and operating costs.

Analysis

The DHHWCF was constructed adjacent to the District's Wastewater Treatment Plant in 2003 and provides service to the local community three days per week. During FY21/22, the DHHWCF experienced a return to normal operation after a significant increase in utilization in FY20/21 due to a three-month facility closure related to the COVID-19 pandemic in the prior fiscal year. As a result, facility performance metrics for FY21/22 are generally lower, including:

- § A total of 18,574 vehicles (8.2% decrease) utilized the facility.
- § Approximately 571 tons of waste was delivered in FY21/22 (10.9% decrease) with 69.7% of material collected being either reused or recycled.
- § Approximately 21.0 tons of waste was collected from small businesses (37.2% decrease).
- § The reuse room was reopened after being closed during FY20/21 due to the pandemic. A total of 4.21 tons of waste was distributed for reuse.
- § Approximately 169 tons of e-waste was collected (8.5% decrease). Although e-waste has been accepted at the DHHWCF for 14 years, the HHW Program no longer receives e-waste revenue to offset other HHW program costs due to disruption in global recycling markets and associated decreases in e-waste value.

Financial Impact

In FY21/22, DHHWCF expenses totaled \$864,693, which was below the operating budget (\$902,205) by 4.2%. The program's partners paid \$614,253 of the expenses and the remaining \$324,572 was paid by the District.

Attachment

DHHWCF FY21/22 Report

Reviewed by: 

Thanh Vo
Acting Engineering Services Director

cc: District File No. HHW-01-REP-X

2021/22
Year-End Report



**Delta Household
Hazardous Waste
Collection Facility**

Introduction

The Delta Household Hazardous Waste Collection Facility (DHHWCF) is made possible through a joint effort between Delta Diablo (District), the cities of Antioch, Brentwood, Oakley and Pittsburg, and Contra Costa County. The facility is available to all residents of East Contra Costa County free of charge. This report summarizes the activities at the DHHWCF in fiscal year 2021/2022 (FY21/22).

HHW Program History

In 1993, Contra Costa County started the Mobile Household Hazardous Waste Collection Program. The program was multi-jurisdictional and sponsored eight one-day collection events per year - four events in West County and four in East County. The East County portion of the program was funded by the Cities of Antioch, Brentwood and Pittsburg, and Contra Costa County. Residents could bring the entire range of household hazardous waste (HHW), including pesticides, oil-based paints, solvents, old gasoline, aerosols and other toxics.



In 1996, Contra Costa County received a HHW Grant from CalRecycle (formerly the California Integrated Waste Management Board [CIWMB]) to set up a permanent recycle-only collection facility. The facility was located at Delta Diablo. The recycle-only facility was a joint effort between the District, the Cities of Antioch, Brentwood and Pittsburg, and Contra Costa County and the operation was funded by the participating jurisdictions. The facility was open to the public every Saturday from 9:00 am to noon and only accepted recyclable HHW (motor oil, filters, antifreeze, latex paint and lead-acid batteries). The recycle-only facility consisted of a small, paved area, 4 modified 8-foot by 20-foot shipping containers, a hazardous waste storage locker and ancillary equipment for safety, supply storage and office space.

Because of the establishment of permanent facilities in Central and West Contra Costa County, the County discontinued the Mobile Program for the 1999/2000 fiscal year. The discontinuation of the mobile program left East County residents without an option to properly dispose of non-recyclable HHW. This gap in service prompted the District, along with the participating jurisdictions, to set up a series of temporary collection events held at the existing recycle-only facility site. The temporary collection events allowed residents to dispose of non-recyclable HHW during one-day events held on a quarterly basis.

The high costs and infrequent service associated with temporary collection events made it clear that a more cost-effective and user-friendly option was needed to serve East Contra Costa County residents. In November 1999, the District and the participating jurisdictions applied for a CIWMB HHW Grant to fund the construction of a full-scale permanent household hazardous waste collection facility. The CIWMB awarded the District \$150,796 of the requested \$300,000 for the regional project.

To meet the need of East County residents, the District established an Interim Permanent HHW collection facility for the 2000/2001 fiscal year. The acquisition of additional shipping containers led the District to file a Permit-By-Rule Notification for the operation of an interim permanent HHW collection facility in September 2000. This allowed the District to collect most forms of acceptable HHW (except compressed gas cylinders, asbestos and railroad ties) from residents on a weekly basis while the full-scale permanent facility was being designed and constructed. The Interim Permanent Facility was open on Saturdays from 9:00 am to 1:00 pm. Construction of the new permanent facility was completed in March 2003 and the grand opening was held on April 4, 2003.

With the sunset of the residential universal waste exemption on February 8, 2006, it became illegal for residents to throw universal waste such as batteries, fluorescent bulbs and e-waste into the trash. To accommodate this increase in waste volume the District and participating jurisdictions elected to apply for another CIWMB HHW Grant to expand the facility. The District and partners were awarded a \$300,000 grant from the CIWMB on August 15, 2006. The expansion project included additional square footage, construction of a permanent reuse room, and other miscellaneous improvements. The expanded facility opened to the public on September 9, 2009.

HHW Program Funding

The District is under contract to provide HHW management services for the City of Antioch, the City of Brentwood, the City of Pittsburg, the City of Oakley and the unincorporated areas of East Contra Costa County. Operating costs are split between the jurisdictions based on the actual usage of the DHHWCF by residents from those jurisdictions. The expenditures for Antioch, Pittsburg and Bay Point are capped at \$124,000, \$75,000, and \$27,500 respectively; the District pays for any operating costs over and above the caps.

Capital costs for the design and construction of the DHHWCF (\$947,372.73 after the grant) are based on the number of housing units in each jurisdiction. Capital costs are amortized over a 15-year period with interest at 6% per annum. The facility expansion totaled \$415,168.87 after a \$300,000 grant. The original facility cost was combined with the expansion costs and the total is amortized over a 25-year period with interest at 6% per annum. The District is paying for the jurisdictions within its service area (Antioch, Pittsburg and Bay Point) and the remainder of the partners are paying their share.

Current DHHWCF Operation

The DHHWCF accepts the full range of HHW (excluding radioactive waste and explosives) and expanded its hours to Thursdays, Fridays, and Saturdays from 9:00 am to 4:00 pm. While the facility is only open to the public for seven hours, technicians typically work an eight-hour day to accomplish all set-up and closing functions. The District manages the program by providing oversight of the contractors who operate the facility and conducting all program administration duties including permitting, reporting and contract administration.

Clean Earth currently holds the contract for Household Hazardous Waste Management Services at the DHHWCF. They are responsible for staffing the facility and handling a majority of the transportation and disposal of waste. Their contract currently runs from July 1, 2012 to June 30, 2024.



Special Programs

Electronic Waste

On February 8, 2006, when it became illegal for residents and small businesses to throw electronic waste (e-waste) in the trash. The HHW partners decided to explore the acceptance of e-waste at the DHHWCF as an additional e-waste disposal option for East County residents and small businesses.

Because of the newness of e-waste recycling industry and the number of variables that can affect program costs, the partners initially decided to charge customers for e-waste expenses for which there is no other funding source. This would give the program a chance to understand the e-waste market and collect data that would be valuable in determining future impacts to the HHW budget.

The facility began accepting electronic waste (e-waste) on May 15, 2006. The 2006/2007 fiscal year was the first full year of accepting e-waste. The following pricing structure was utilized to fund e-waste collection.

Waste Category	Description	Electronic Waste Recycling and Disposal Charge (EWRDC)
1	CRT monitors & TVs, LCD monitors & TVs, laptop computers, plasma TVs	No Charge
2	Small computer peripherals, portable electronic equipment, telephones, answering machines, cameras	\$1.00 per Item
3	Ink jet printers (including inkjet based all-in-ones), VCRs, DVD players/recorders, stereo equipment (excluding receivers/amplifiers), computer speakers, scanners, UPS devices	\$2.00 per Item
4	CPUs, office fax machines, A/V receivers/amplifiers, desktop printers/copiers/combos & microwave ovens	\$5.00 per Item
5	Large copiers/high-volume printers	\$0.20 per Pound

In April 2008, the District began utilizing a new e-waste recycler. The pricing from the new recycler allowed the District to accept all forms of electronic waste for no charge.

A summary of the e-waste program is included in the following table:

	Pounds of CEDs Collected	Pounds of UWEDs Collected	Total Pounds of E-waste Collected	Recycling Revenue (Expense)
2006/07	94,123	54,148	148,270	(\$6,123.37)
2007/08	118,212	59,851	178,063	\$8,796.04
2008/09	152,347	113,954	266,301	\$32,474.14
2009/10	171,357	136,107	307,464	\$36,127.44
2010/11	174,773	143,392	318,165	\$36,316.17
2011/12	147,456	114,505	261,961	\$30,169.27
2012/13	138,757	92,793	231,550	\$32,009.97
2013/14	111,643	83,241	194,884	\$26,385.87
2014/15	134,771	92,568	227,339	\$31,082.72
2015/16	180,470	123,600	304,070	\$12,379.49
2016/17	166,761	125,906	292,667	\$8,999.61
2017/18	177,825	138,886	316,711	\$5,758.63
2018/19	166,007	168,243	334,250	(\$625.03)
2019/20	110,265	134,846	245,111	\$0.00
2020/21	159,416	211,111	370,527	\$0.00
2021/22	138,153	200,837	338,990	\$0.00

Sharps

A total of 175 sharps containers were mailed to resident in East County residents during FY21/22, a 53% decrease from the previous fiscal year. The number of sharps containers mailed normally represents “new” customers utilizing the sharps program, although this fiscal year, it also included containers mailed to existing customers in an effort to minimize in-person interactions at the facility. The total pounds of sharps disposed decreased by 37.4%. Sharps containers were distributed via mail to each jurisdiction as shown in the following table:

Jurisdiction	2010/11 #Sharps Ctns Mailed	2011/12 #Sharps Ctns Mailed	2012/13 #Sharps Ctns Mailed	2013/14 #Sharps Ctns Mailed	2014/15 #Sharps Ctns Mailed	2015/16 #Sharps Ctns Mailed
Antioch	75	86	42	42	37	68
Bay Point	6	9	10	0	3	8
Bethel Island	2	2	3	1	1	1
Brentwood	35	38	34	12	14	23
Byron	0	0	1	0	0	0
Disco. Bay	6	8	9	9	0	0
Knightsen	0	1	2	0	0	0
Oakley	37	28	43	12	11	15
Pittsburg	29	33	33	17	28	23
Total	200	205	178	93	94	138
Total Lbs. Disposed	6,120	7,800	8,783	10,327	12,354	12,937
Jurisdiction	2016/17 #Sharps Ctns Mailed	2017/18 #Sharps Ctns Mailed	2018/19 #Sharps Ctns Mailed	2019/20 #Sharps Ctns Mailed	2020/21 #Sharps Ctns Mailed	2021/22 #Sharps Ctns Mailed
Antioch	46	39	47	155	78	28
Bay Point	5	4	2	10	5	5
Bethel Island	1	1	1	2	0	2
Brentwood	24	8	18	43	33	21
Byron	0	0	0	0	0	0
Disco. Bay	3	2	6	5	9	3
Knightsen	1	0	0	0	1	0
Oakley	11	13	9	32	25	11
Pittsburg	14	22	26	87	24	12
Total	105	89	109	334	175	82
Total Lbs. Disposed	10,172	10,333	9,362	7,011	10,896	6,820

Sharps/Pharmaceutical Take Back

Delta Diablo has partnered with several local retail and non-profit establishments to collect sharps and pharmaceutical waste from residents. These take back locations offer additional convenience to residents through increased collection locations and operating hours. Current take back partners include:

Sharps:

- Central RX Pharmacy in Brentwood (regularly scheduled pick-ups)

Pharmaceuticals:

- Brighter Beginnings Family Health Clinic

This table shows DHHWCF's take back program for sharps and pharmaceuticals FY21/22. Disposal costs are funded through the HHW program.

Location	Sharps (pounds)	Pharmaceuticals (pounds)	Disposal Costs
Central RX Pharmacy-Brentwood	1,303	0	\$2,008.00
Brighter Beginnings Family Health Clinic	0	60	\$258.00
Total	1,905		\$2,266.00

Fluorescent Bulbs

Since mercury is a Pollutant of Concern in the San Francisco Bay, in 2003 the Regional Water Quality Control Board (RWQCB) put in a permit requirement for the District to implement an Advanced Mercury Source Reduction Project. Although the requirement specifically addressed fluorescent bulbs, the District sought to promote the proper management and disposal of all mercury-containing products including, but not limited to, mercury thermometers, thermostats, batteries and other novelty items. The District used the DHHWCF as the collection point for the waste received.

The District initially collected 600 pounds of fluorescent bulbs during the 2002/2003 fiscal year. The permit requirement was to increase the collection to 3,000 pounds in the 2005/2006 fiscal year. The District initiated an aggressive multi-media outreach campaign and well exceeded the goal of 3,000 pounds. In the 2005/2006 fiscal year the District collected and recycled 12,503 pounds fluorescent bulbs.

While the permit requirement has been satisfied, the District continues to collect fluorescent bulbs and mercury containing devices at the DHHWCF. In 2006, the District expanded its collection locations by partnering with the Contra Costa Clean Water Program to conduct a pilot program for the take-back of fluorescent bulbs and two local Orchard Supply Hardware (OSH) stores. The pilot program was so successful that the District continued to partner with the OSH's to collect bulbs after the end of the pilot program. In mid-2007, three additional Ace Hardware stores were added to the partnership

The table below shows the pounds collected over the life of the program. To date, the program has removed and estimated 12.44 pounds of mercury from the waste stream.

Fiscal Year	Note	DHHWCF (pounds)	Retail Take-Back (pounds)	Total Bulbs (pounds)	Estimated Pounds of Mercury
2000/01	Historical	295		295	0.01
2001/02	Historical	259		259	0.01
2002/03	Baseline	592		592	0.03
2003/04	Campaign Year 1	1,033		1,033	0.05
2004/05	Campaign Year 2	2,648		2,648	0.12
2005/06	Campaign Year 3	8,789	3,714	12,503	0.55
2006/07	Post Campaign	13,049	4,262	17,311	0.76
2007/08	Post Campaign	15,029	4,640	19,669	0.87
2008/09	Post Campaign	9,759	5,466	15,225	0.67
2009/10	Post Campaign	9,331	2,514	11,845	0.52
2010/11	Post Campaign	15,862	1,952	17,814	0.78
2011/12	Post Campaign	16,293	1,732	18,025	0.79
2012/13	Post Campaign	11,387	2,194	13,581	0.60
2013/14	Post Campaign	14,901	1,810	16,711	0.74
2014/15	Post Campaign	12,311	1,566	13,877	0.61
2015/16	Post Campaign	16,676	2,155	18,831	0.83
2016/17	Post Campaign	14,840	3,712	18,552	0.82
2017/18	Post Campaign	13,481	3,140	16,621	0.73

Fiscal Year	Note	DHHWCF (pounds)	Retail Take-Back (pounds)	Total Bulbs (pounds)	Estimated Pounds of Mercury
2018/19	Post Campaign	14,501	2,671	17,172	0.76
2019/20	Post Campaign	12,303	3,043	15,346	0.68
2020/21	Post Campaign	15,700	4,930	20,630	0.91
2021/22	Post Campaign	13,481	655	14,136	0.62
	Total	232,520	50,156	282,676	12.44

Public Outreach

The following table summarizes the public outreach efforts for FY21/22:

Description	Circulation/Quantity	Cost
General HHW Ad – Home and Garden Fall 2021 (9/24/21) ½ page ad, one week, all Brentwood Press papers	96,775 Papers/week	\$539.00
Special Event Ad – Brentwood Temp Event (10/7/21) ½ page ad, one week, all Brentwood Press papers	96,775 Papers/week	\$549.00
General HHW Ad – Welcome Magazine ½ page ad, 2019 Version (03/23/22)		\$999.50
General HHW Ad – Home and Garden Spring 2022 (4/8/22) ½ page ad, one week, all Brentwood Press papers	96,775 Papers/week	\$539.00
Special Event Ad – Oakley Temp Event ½ page ad, one week, all Brentwood Press papers	96,775 Papers/week	\$549.00
General HHW Ad – Discovery Bay Temp Event ½ page ad, two weeks, all Brentwood Press papers	96,775 Papers/week	\$1,098.00
H&H Associates Real Estate-Information Ad		\$495.00
Banner Buzz-HHW Presentation items for events		\$431.02
4Imprint-HHW Give away items for events		\$2,203.99
	Total	\$7,403.51

HHW Website

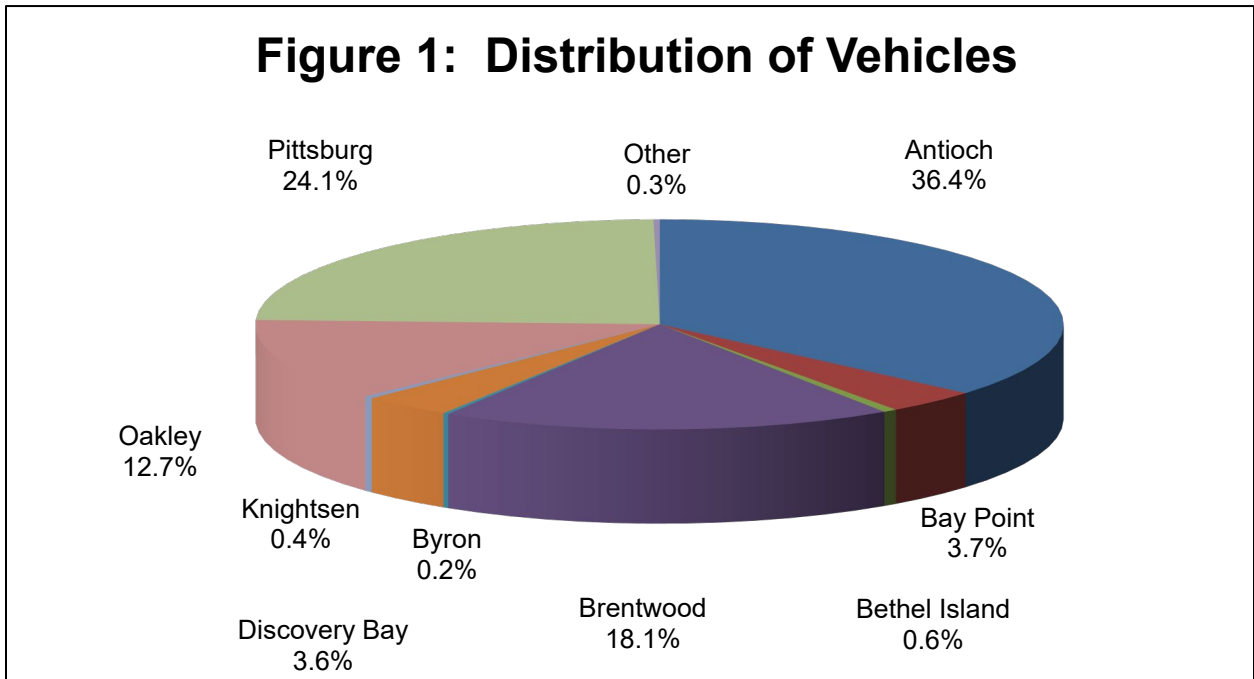
The public has access to general HHW facility, mercury, sharps, small business, and special event information at <http://www.deltadiablo.org/services/hhw>. The following table displays the number of requests for the main HHW page each month. Pageviews were significantly higher in FY20/21, most likely due to COVID-19 rules and air quality closure notifications that referred customers to our website for the current facility information.

Month	15/16 Pageviews	16/17 Pageviews	17/18 Pageviews	18/19 Pageviews	19/20 Pageviews	20/21 Pageviews	21/22 Pageviews
Jul	792	1,030	1,161	1,319	1,283	2,261	1,537
Aug	795	943	1,116	1,271	463	2,381	1,280
Sep	871	843	949	1,019	559	1,823	1,319
Oct	910	791	1,013	1,309	762	1,603	1,145
Nov	749	830	939	928	705	1,392	1,021
Dec	745	805	826	944	569	1,548	1,256
Jan	996	869	969	1,157	1,092	1,678	1,908
Feb	863	674	938	931	901	1,292	1,457
Mar	927	948	994	1,043	703	1,432	1,691
Apr	885	1,020	1,065	1,307	710	1,455	1,571
May	892	1,015	1,099	1,340	1,210	1,547	1,672
Jun	997	945	1,197	1,259	1,901	1,416	1,570
Total	10,422	10,713	12,236	13,827	10,858	19,828	17,427

Participation Summary

Vehicles by Jurisdiction

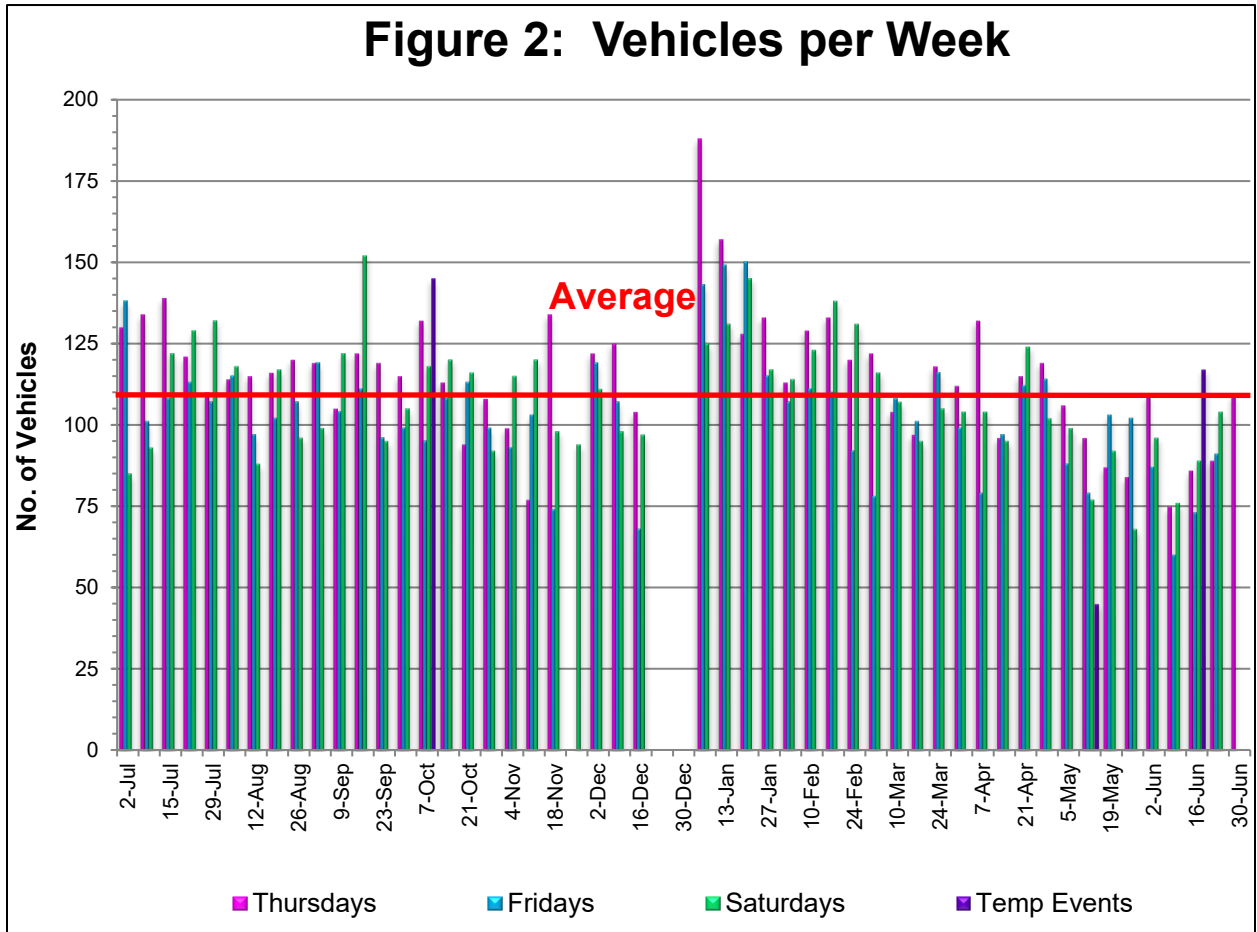
Figure 1 shows the distribution of vehicles per jurisdiction.



Jurisdiction	Q1	Q2	Q3	Q4	YTD	YTD%	HHW Total	E-waste Total	Grand Total
Antioch	1,650	1,338	1,661	1,357	6,006	36.36%	6,006	2,074	6,773
Brentwood	811	690	746	745	2,992	18.11%	2,992	1,172	3,411
County	338	300	372	391	1,401	8.48%	1,401	471	1,545
<i>Bay Point</i>	162	135	186	133	616	3.73%	616	174	669
<i>Bethel Island</i>	22	21	27	21	91	0.55%	91	42	104
<i>Byron</i>	6	6	9	15	36	0.22%	36	17	40
<i>Discovery Bay</i>	133	122	137	208	600	3.63%	600	222	668
<i>Knightsen</i>	15	16	13	14	58	0.35%	58	16	64
Oakley	587	419	608	486	2,100	12.71%	2,100	720	2,342
Pittsburg	1,149	859	1,087	884	3,979	24.09%	3,979	1,261	4,459
Other	10	9	7	16	42	0.25%	42	11	44
Total	4,545	3,615	4,481	3,879	16,520	100.00%	16,520	5,709	18,574

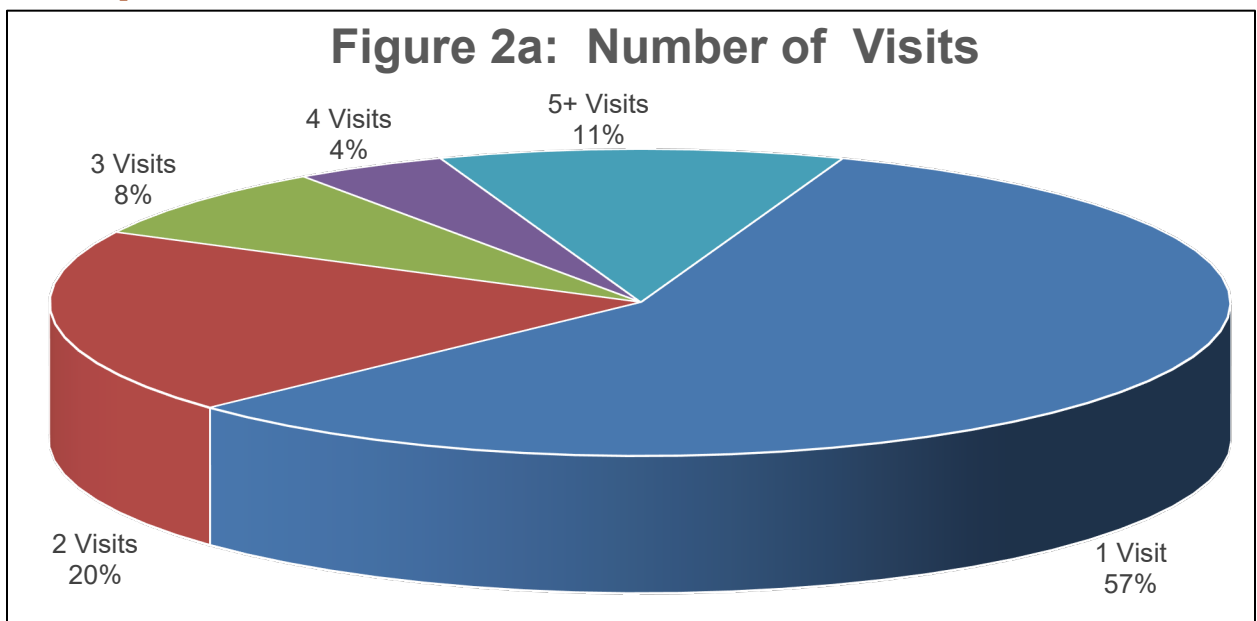
Vehicles by Week

Figure 2 shows the number of vehicles utilizing the facility per week. This count only includes vehicles that brought HHW. Customers who brought e-waste only are not included in Figures 2 or 2a.

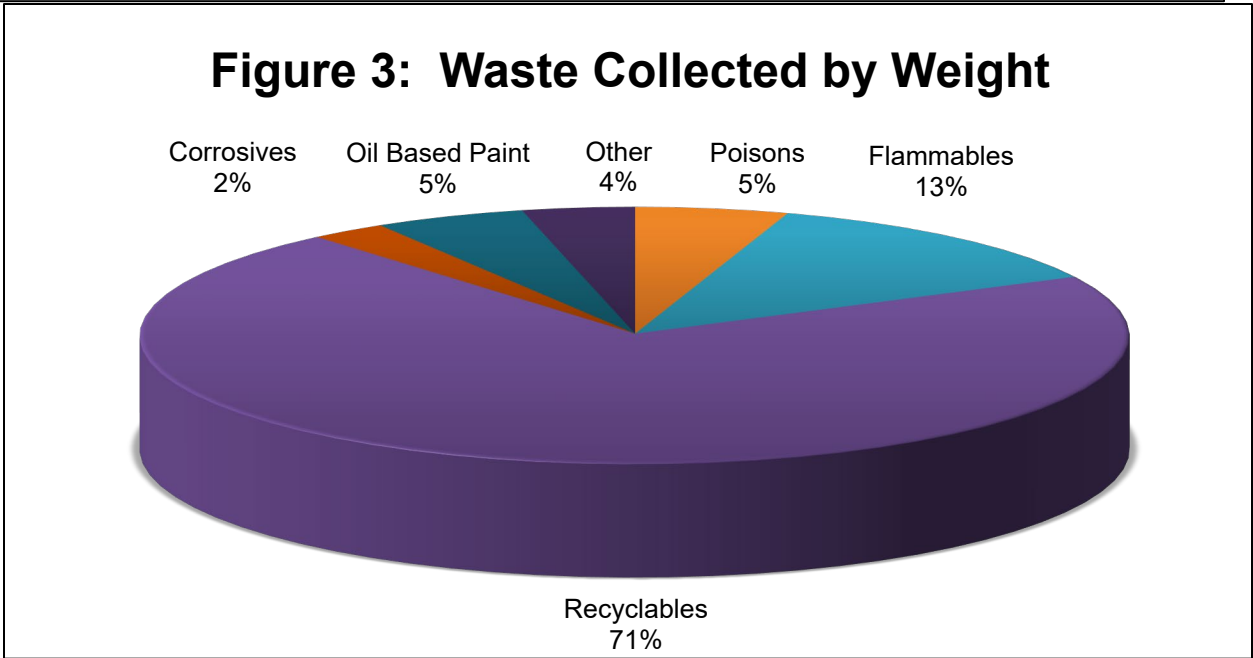
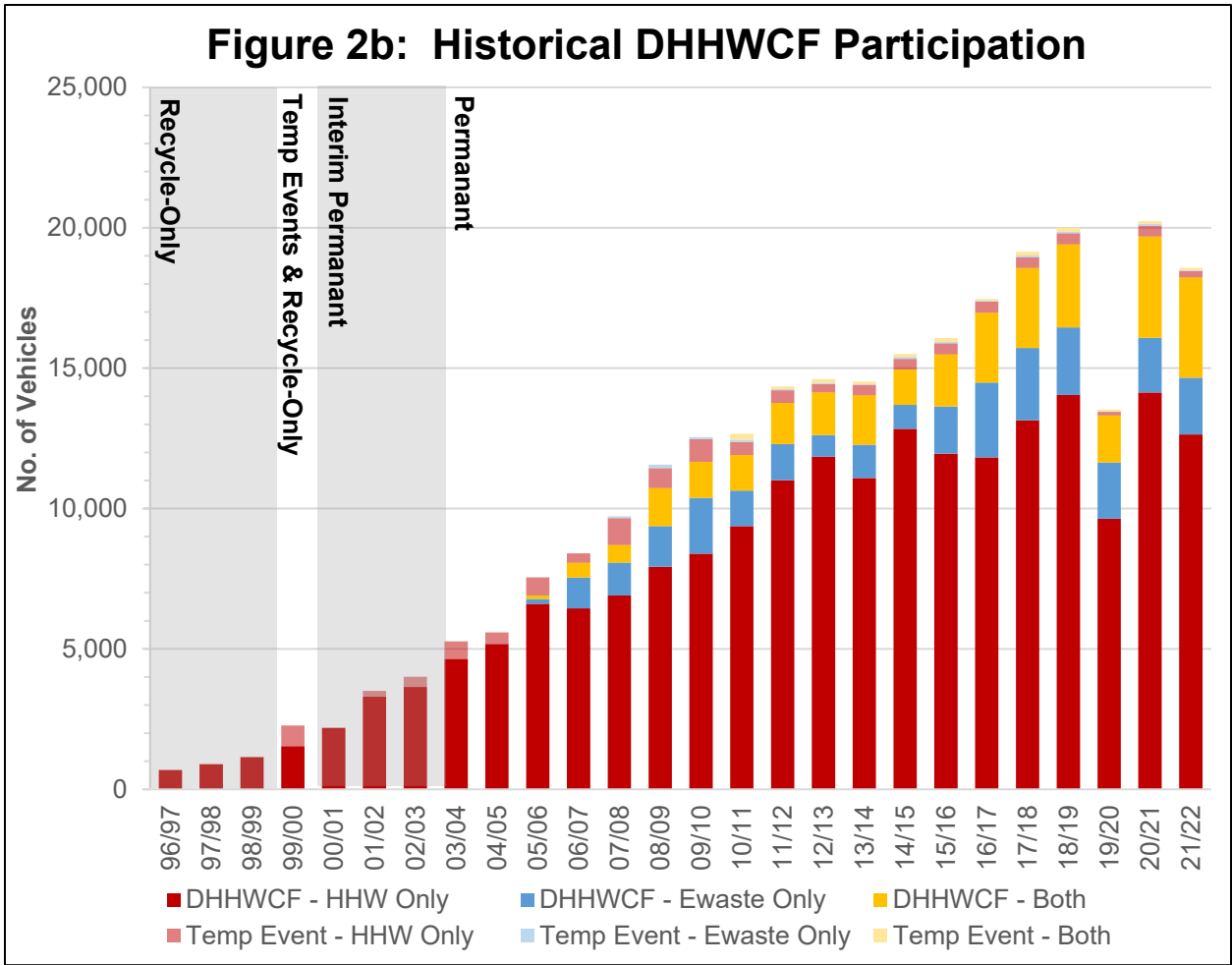


The average number of vehicles per week is 108 for Saturdays, 103 for Fridays, and 115 for Thursdays (HHW vehicles only, no e-waste)

Participation Statistics



Historical Participation



Collection Summary

Waste by Weight

Figure 3 shows the distribution of waste classes collected by weight.

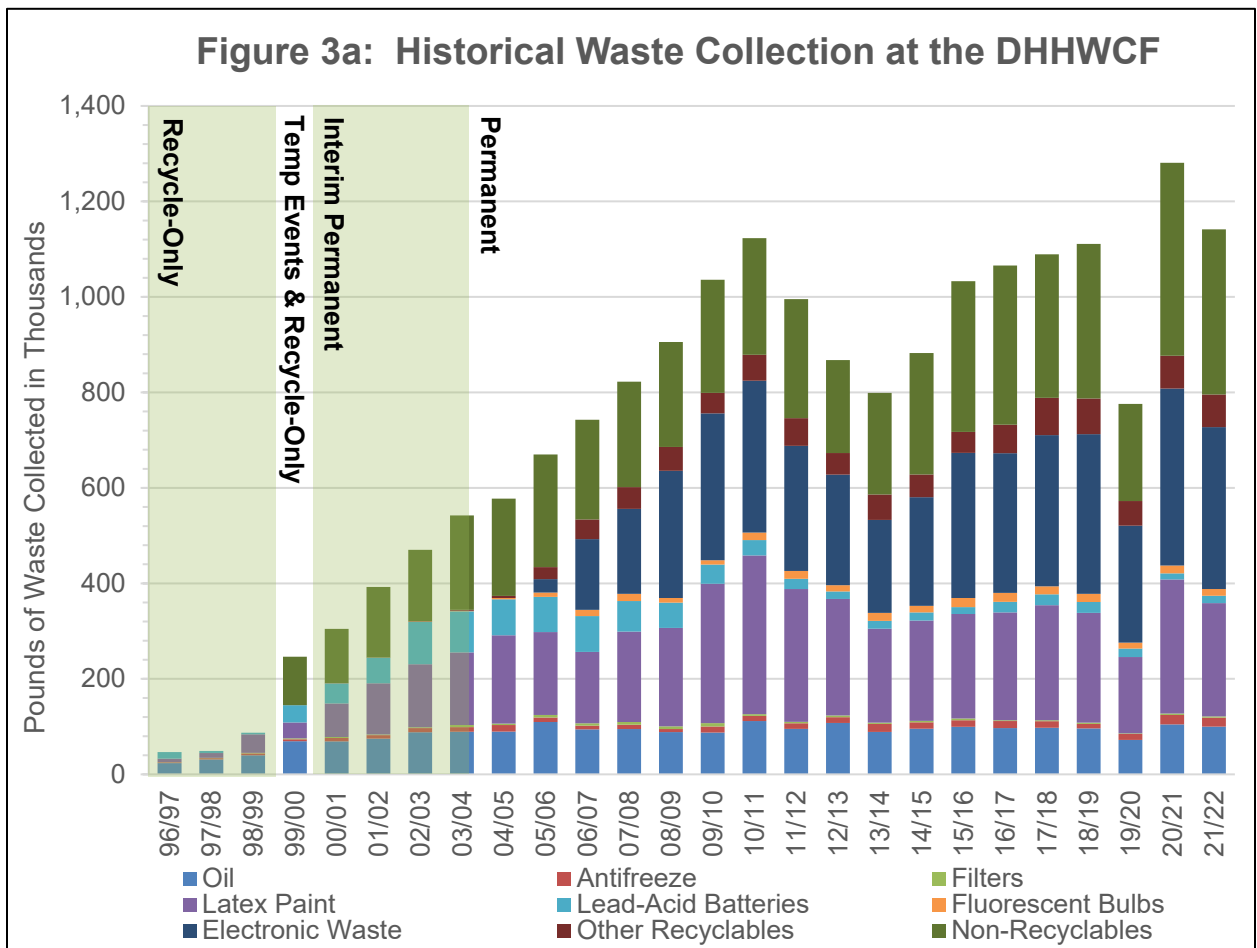
The following table shows the amount of hazardous waste collected through June 30, 2022, with the associated costs (transportation & disposal costs only, no associated labor or supplies). The pounds collected includes the weight of the container and packing material.

Description	DHHWCF Pounds Collected	Temp Event Pounds Collected	CESQG Pounds Collected	Retail Pounds Collected	Reuse Pounds Distributed	Total Pounds Disposed	Total Pounds Collected	Total Cost
Reclaimables								
Antifreeze	18,572.5	120.0	278.0		167.0	18,692.5	18,859.5	\$2,866.50
Auto Type Batteries	14,457.0	860.0				15,317.0	15,317.0	\$0.00
Latex Paint	226,003.0	7,400.0	7,615.0		3,846.0	233,403.0	237,249.0	\$0.00
Motor Oil/Oil Products	97,537.5	2,200.0	4,383.0		279.0	99,737.5	100,016.5	\$820.75
Used Oil Filters	2,634.0	23.0	66.0			2,657.0	2,657.0	\$654.75
Subtotal	359,204.0	10,603.0	12,342.0	0.0	4,292.0	369,807.0	374,099.0	\$4,342.00
Universal Waste								
Hg Containing Devices	0.0	0.0				0.0	0.0	\$0.00
Hg Containing Waste (other)	93.0	0.0	1.0			93.0	93.0	\$600.00
Fluorescent Tubes/Bulbs	13,725.0	411.0	809.0	655.0		14,136.0	14,136.0	\$20,842.40
Rechargeable Batteries	11,183.0	340.0	274.0			11,523.0	11,523.0	\$2,904.66
Other Batteries	27,950.0	1,400.0	1,184.0			29,350.0	29,350.0	\$24,057.28
Covered Electronic Devices	138,153.0	5,091.0	12,418.0			138,153.0	138,153.0	\$0.00
UWEDs	200,837.0	8,568.0	5,590.0			200,837.0	200,837.0	\$0.00
Empty Aerosol Containers	0.0					0.0	0.0	\$0.00
Other Universal Waste	0.0	0.0				0.0	0.0	\$0.00
Subtotal	391,941.0	15,810.0	20,276.0	655.0	0.0	394,092.0	394,092.0	\$48,404.34
Other Waste								
Home-generated Sharps	6,820.0	0.0		1,303.0		6,820.0	6,820.0	\$26,109.80
Pharmaceutical Waste	4,500.0	0.0		60.0		4,500.0	4,500.0	\$9,744.00
Compressed Gas Cylinders	16,145.0	697.0	225.0			16,842.0	16,842.0	\$19,514.08
Treated Wood	0.0	0.0				0.0	0.0	\$0.00
Non-UW Aerosols	22,860.0	700.0	214.0		35.0	23,560.0	23,595.0	\$30,351.00
Empty Drums	0.0	0.0				0.0	0.0	\$0.00
Cooking Oil	27,310.5	0.0	181.0			27,310.5	27,310.5	\$0.00
Subtotal	77,635.5	1,397.0	620.0	1,363.0	35.0	79,032.5	79,067.5	\$85,718.88
Non-Reclaimables								
Flammable Liquid/Solid	107,334.0	6,600.0	5,575.0		1,392.0	113,934.0	115,326.0	\$83,921.71
Bulked Flammable Liquids	28,208.0	0.0				28,208.0	28,208.0	\$9,438.00

Description	DHHWCF Pounds Collected	Temp Event Pounds Collected	CESQG Pounds Collected	Retail Pounds Collected	Reuse Pounds Distributed	Total Pounds Disposed	Total Pounds Collected	Total Cost
Oil-based Paints	54,815.0	1,930.0	1,238.0		310.0	56,745.0	57,055.0	\$0.00
Poisons	54,465.00	2,350.0	1,163.0		752.0	56,815.0	57,567.0	\$68,631.00
Reactive and Explosive	64.0	0.0				64.0	64.0	\$840.00
Acids	9,749.0	410.0	662.0		130.0	10,159.0	10,289.0	\$10,250.00
Bases	16,769.0	450.0	45.0		1,168.0	17,219.0	18,387.0	\$17,922.00
Oxidizers	3,428.0	245.0	119.5		344.0	3,673.0	4,017.0	\$8,445.30
PCB-containing Paint	0.0	0.0				0.0	0.0	\$0.00
Other PCB Waste	3,238.0	96.0				3,334.0	3,334.0	\$2,281.50
Asbestos	0.0	0.0				0.0	0.0	\$0.00
Subtotal	278,070.0	12,081.0	8,802.5	0.0	4,096.0	290,151.0	294,247.0	\$201,729.51
CESQG Revenue								(\$3,916.46)
Electronic Manifest Fees								\$2,300.00
Total	1,106,850.5	39,891.0	42,040.5	2,018.0	8,423.0	1,133,082.5	1,141,505.5	\$338,578.27

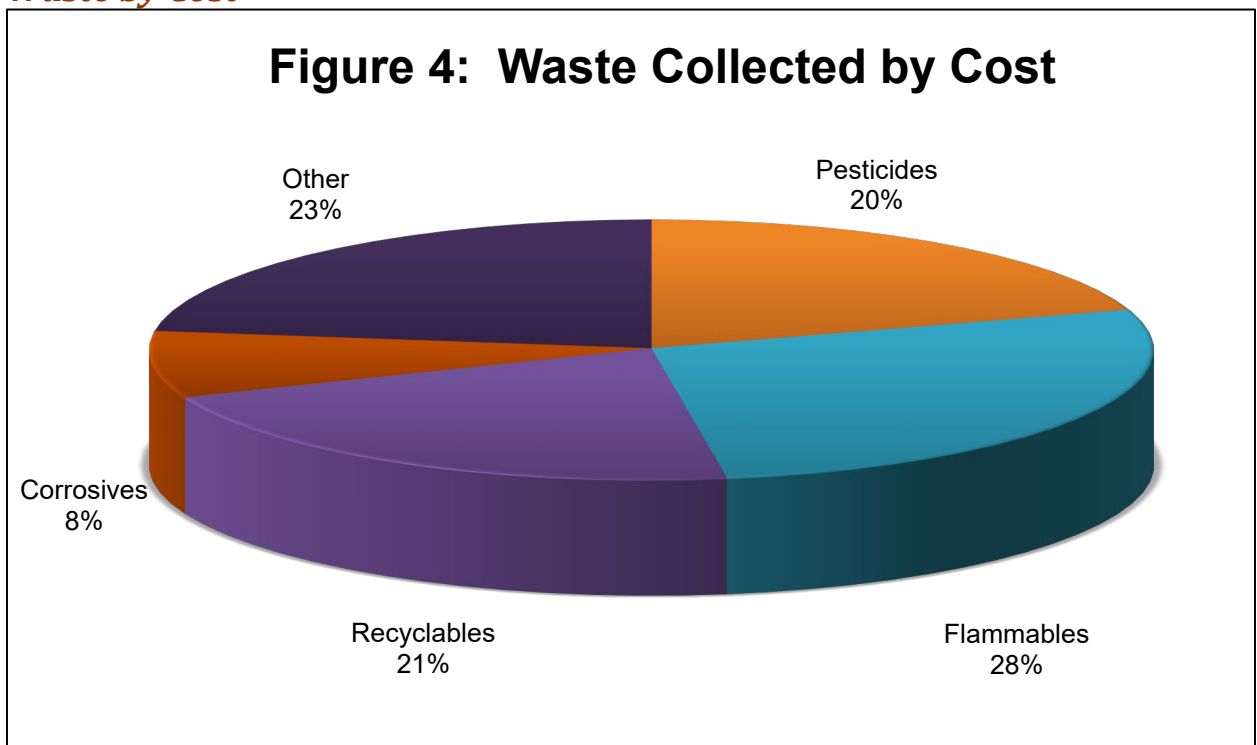
The average pounds of waste collected per vehicle was 49.5 pounds without e-waste and 61.5 pounds with e-waste (FY-To-Date).

Historical Waste Collection



Cost Summary

Waste by Cost



	Budget	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD	% Rem.
District Salaries & Benefits	\$220,361.00	\$49,154.73	\$58,194.79	\$58,015.32	\$51,944.92	\$217,309.76	1.4%
Transportation & Disposal	\$381,933.00	\$89,756.62	\$70,789.36	\$79,290.41	\$98,741.88	\$338,578.27	11.4%
Temp Events	\$17,258.00	\$0.00	\$5,322.00	\$0.00	\$9,206.00	\$14,528.00	15.8%
Contract Labor	\$199,129.00	\$62,964.75	\$50,646.75	\$56,688.75	\$50,342.25	\$220,642.50	(10.8%)
PR/Outreach	\$10,976.00	\$539.00	\$585.37	\$0.00	\$6,315.51	\$7,439.88	32.2%
Utilities	\$39,805.00	\$10,325.83	\$9,936.77	\$10,962.17	\$10,812.17	\$42,036.94	(5.6%)
Maintenance & Repairs	\$15,379.00	\$2,385.00	\$2,385.00	\$2,385.00	\$2,876.64	\$10,031.64	34.8%
Materials & Supplies	\$7,988.00	\$332.99	\$173.11	\$80.80	\$1,389.26	\$1,976.16	75.3%
Other Costs	\$9,386.00	\$0.00	\$5,229.00	\$1,354.00	\$5,567.00	\$12,150.00	(29.4%)
Total	\$902,215.00	\$215,458.92	\$203,262.15	\$208,776.45	\$237,195.63	\$864,693.15	(4.2%)

	Budget 21/22	Actual 20/21	Actual 21/22	% Change	Explanation
Admin Costs	\$220,361	\$216,913	\$217,310	.18%	
T&D	\$381,933	\$364,975	\$338,578	(7.23%)	
Temp. Events	\$17,258	\$16,426	\$14,528	(11.55%)	Reduction in overall residential participation for reasons unknown.
Contract Labor	\$199,129	\$211,667	\$220,643	4.24%	
PR	\$10,976	\$3,745	\$7,440	99.66%	Restocking of HHW giveaways along with new items being added.
Utilities	\$39,805	\$38,496	\$42,037	9.2%	Due to a 9% price increase for trash/recyclables at the beginning Q3. Extra service pickups were briefly required due to a surge in residential participation.
Maintenance	\$15,379	\$16,481	\$10,032	(39.13%)	No major maintenance was required this fiscal year.
Materials & Supplies	\$7,988	\$4,860	\$1,976	(59.34%)	No major materials & supplies required this fiscal year.
Other	\$9,386	\$5,524	\$12,150	119.95%	2022/23 HAZMAT Operating Permit fee was mistakenly charged to 2021/22 fiscal year. Correction will be made in the 2022/23 fiscal year.
Total w/E-waste	\$902,215	\$879,085	\$864,694	(99.9%)	No longer receiving e-waste revenue
Total w/o E-waste	\$902,215	\$879,085	\$864,694	(99.9%)	
With E-waste					
Pounds		1,280,776	1,141,506	(10.87%)	
# Cars		20,236	18,574	(8.21%)	
Cost/Car		\$43.44	\$46.55	7.16%	
Lbs/Car		63.3	61.5	2.84%	
Without E-waste					
Pounds		1,192,860	802,516	(37.34%)	
# Cars		18,229	16,520	(9.38%)	
Cost/Car		\$43.44	\$43.44	0.00%	
Lbs/Car		65.4	48.6	(25.69%)	

Operating costs are split between the cities and the County according to the usage from each area.

Entity	Budget Allocation	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD	% Rem.
Antioch	\$124,000.00	\$78,218.41	\$45,780.59	\$0.00	\$0.00	\$124,000.00	0.00%
Pittsburg	\$75,000.00	\$54,469.15	\$20,530.85	\$0.00	\$0.00	\$75,000.00	0.00%
Brentwood	\$159,331.17	\$38,446.03	\$38,796.92	\$34,757.25	\$45,555.75	\$157,555.95	1.11%
County	\$103,466.50	\$16,023.13	\$16,868.23	\$17,332.03	\$23,909.12	\$74,132.51	28.35%
District	\$335,670.17	\$474.05	\$57,726.27	\$128,359.55	\$138,012.51	\$624,572.38	3.31%
Oakley	\$104,747.16	\$27,827.15	\$23,559.29	\$28,327.62	\$29,718.25	\$109,432.31	(4.47%)
Total	\$902,215.00	\$215,458.92	\$203,262.15	\$208,776.45	\$237,195.63	\$864,693.15	4.16%

The average cost per vehicle comes to \$47 per vehicle. This price includes labor, supplies, other services, and transportation and disposal (with e-waste).

Historical Costs

Figure 4a: Historical Costs

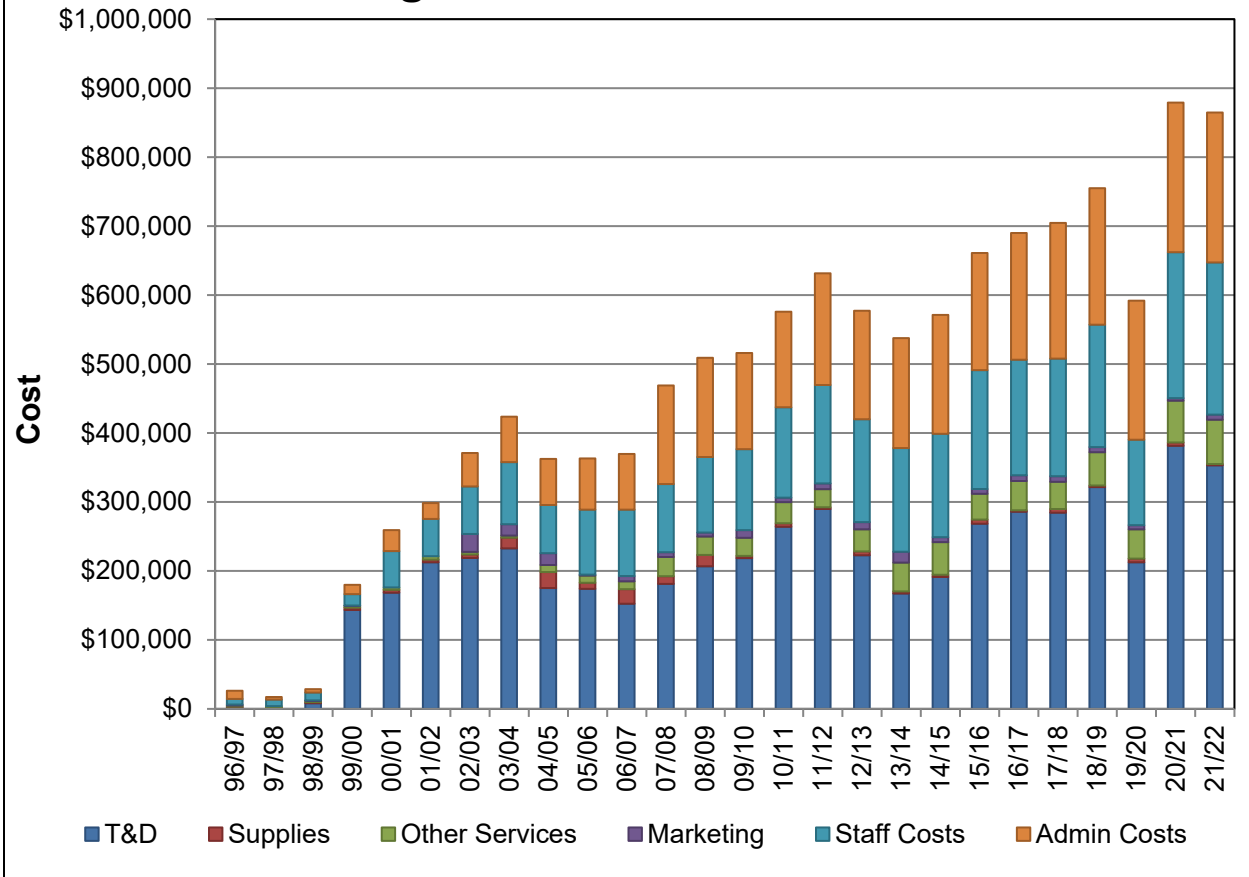
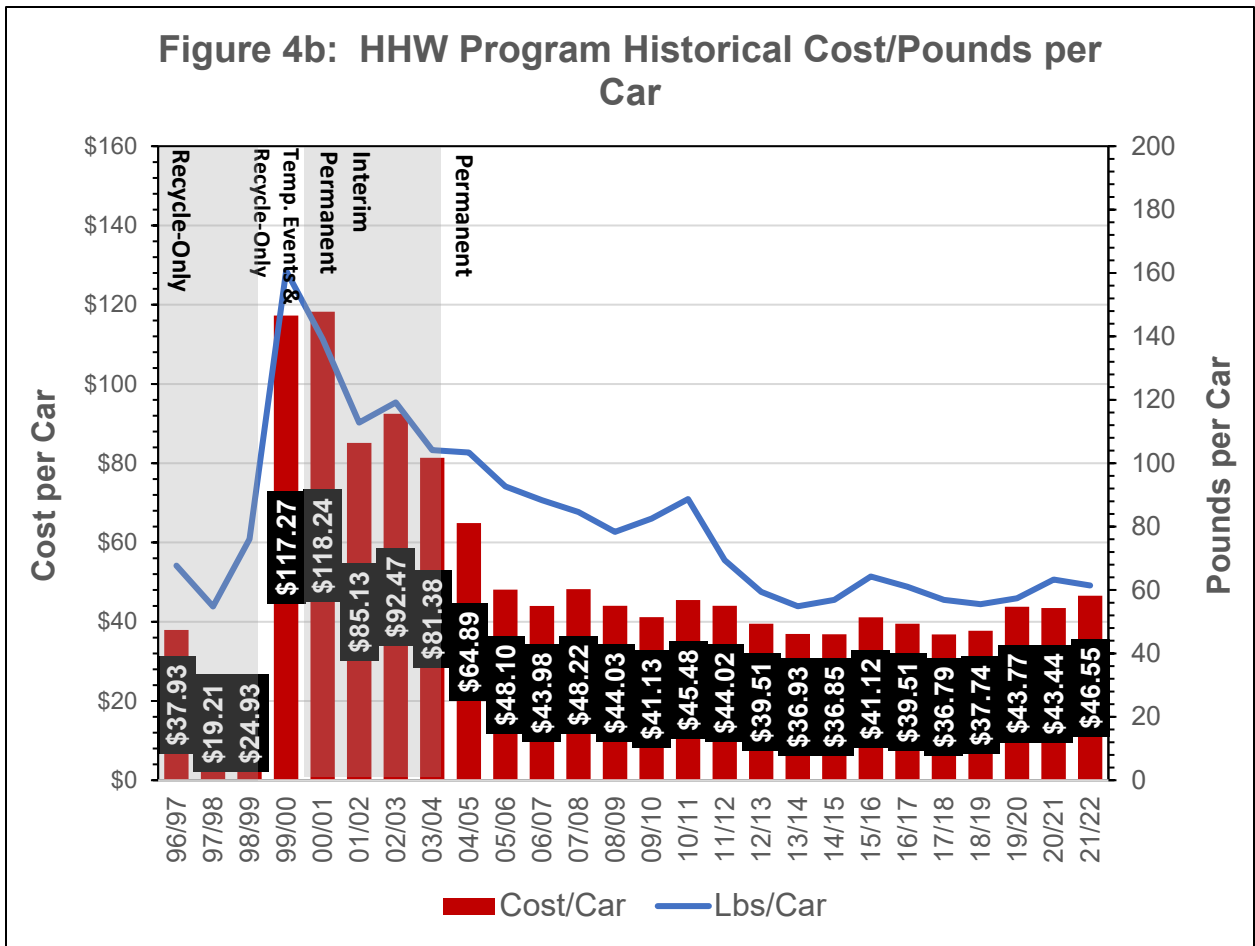


Figure 4b: HHW Program Historical Cost/Pounds per Car



Temporary Collection Events

The following table summarizes the temporary collection events for FY21/22:

Event Location EPA ID	Date	# Vehicles (prior year vehicles)	Pounds Collected	Cost
Brentwood – Transfer Station CAH 111 001 407	10/09/21	162 (317)	27,489	\$13,866.48
Oakley – Oakley City Hall Parking lot CAH 111 001 131	05/14/22	45 (123)	3,484	\$6,825.23
Far East – Discovery Bay Elem. School CAH 111 001 174	06/18/22	132 (105)	8,918	\$9,899.32
Total		339 (545)	39,891	\$30,591.03

https://deltadiablo889.sharepoint.com/sites/Eng/Shared Documents/Household Hazardous Waste/2021_22/2021_22_Year-End Report_rev.docx

Historical Costs

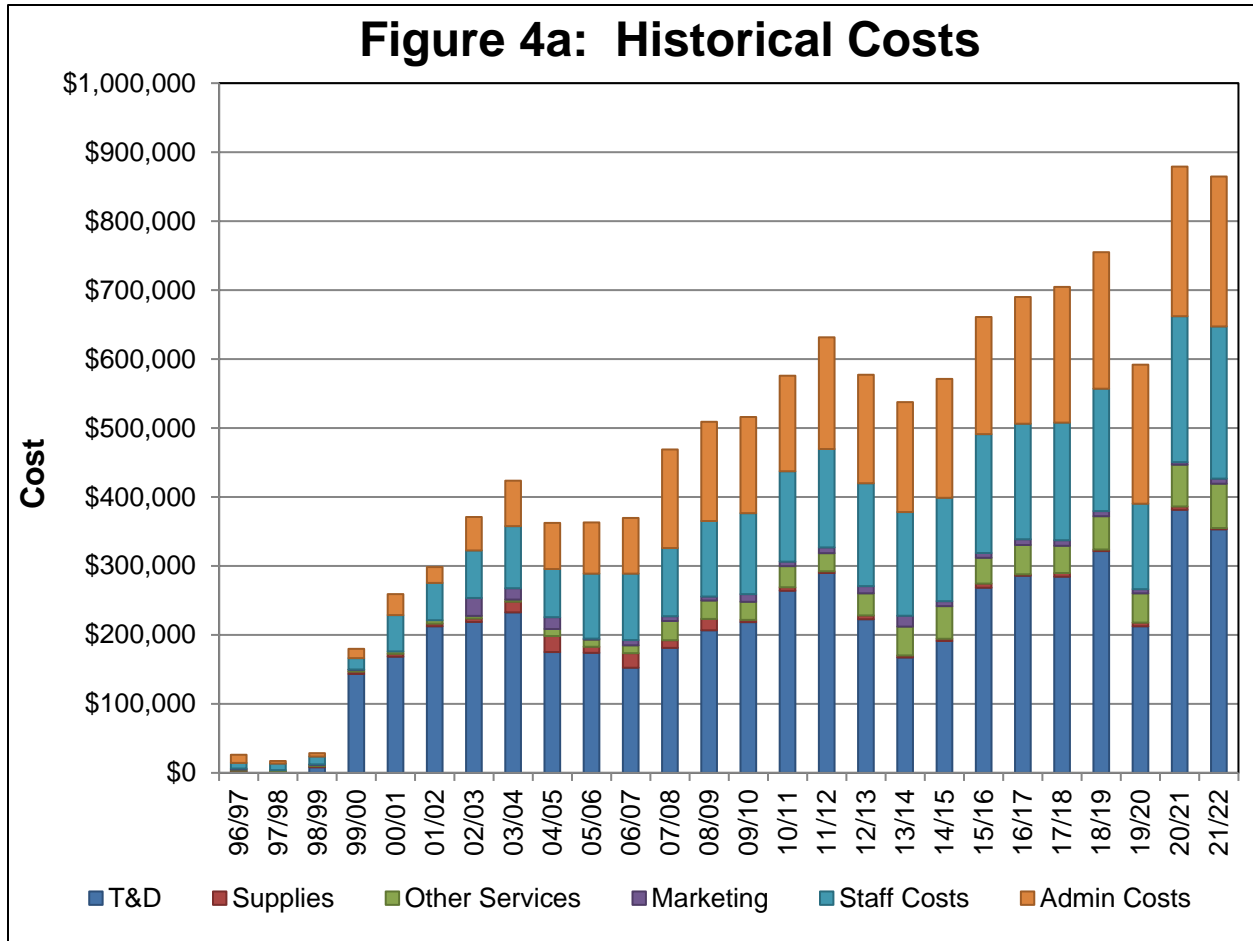
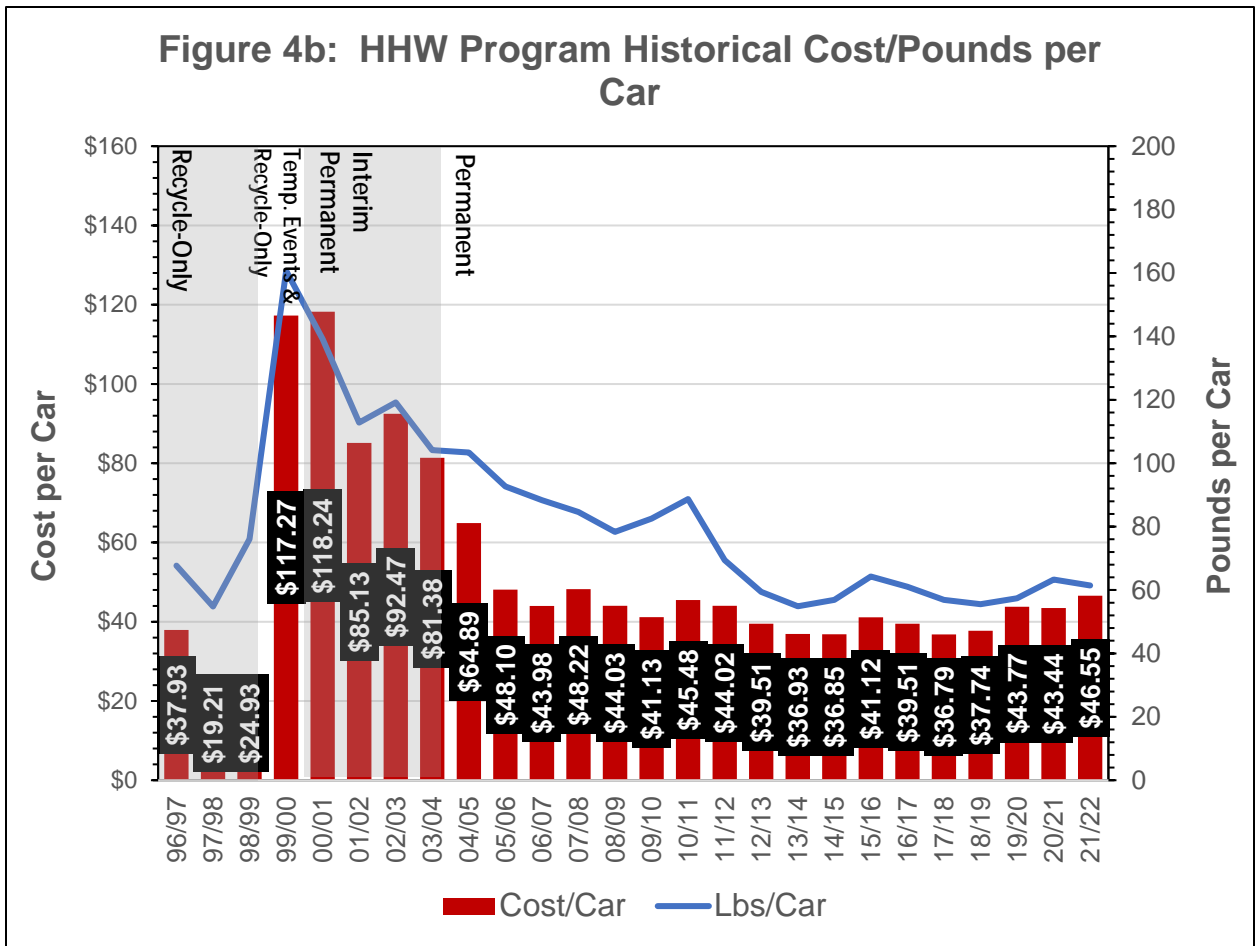


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October 12, 2022

RECEIVE ANNUAL REPORT ON COLLECTION OF CAPITAL FACILITIES CAPACITY CHARGES FOR FISCAL YEAR 2021/2022

Recommendation

Receive annual report on collection of Capital Facilities Capacity Charges (CFCCs) for Fiscal Year 2021/2022 (FY21/22).

Background Information

The District collects CFCCs for new connections to the wastewater system. CFCCs fund the Wastewater Capital Expansion (WW Expansion) Fund, which is used to construct expansion projects to accommodate growth in the District's service area and repay associated annual debt service and/or outstanding interfund loans. In FY21/22, total payments from the WW Expansion Fund were approximately \$3,466,246, which included approximately \$3,338,600 for interfund loan repayments to the Wastewater O&M and Wastewater Capital Asset Replacement Funds and approximately \$127,646 for debt service.

For financial planning purposes, annual CFCC revenue has been estimated at 400 equivalent residential units (ERUs) since FY11/12 with an associated annual CFCC revenue estimate of \$1,840,000. This growth assumption was most recently used during the FY22/23 long-term financial planning and budget development process.

Analysis

In FY21/22, CFCC revenue totaled \$2,808,983 from 703 new ERUs, which was \$968,983 (53%) higher than the budgeted estimate of \$1,840,000. In the prior year (FY20/21), CFCC revenue of \$6,757,343 was collected based on 1,407 new ERUs. Temporary connections for special discharges that were subject to capacity rental charges generated additional revenue of \$64,811 in FY21/22. A summary of ERUs, CFCCs, and capacity rental by community/zone is provided in the table below, which does not include any ERUs related to temporary connections.

ERUs, CFCCs, and Capacity Rental by Community/Zone in FY21/22

Community/Zone	Total ERUs	Total CFCCs	Capacity Rental	Total Revenue
Bay Point - Zone 1	28	\$108,350	\$0	\$108,350
Pittsburg - Zone 2	165	\$67,985*	\$4,662	\$72,647
Antioch - Zone 3	510	\$2,567,837	\$60,149	\$2,627,986
Totals	703	\$2,744,172	\$64,811	\$2,808,983

* Includes FY21/22 Board authorized CFCC fee refund of \$620,579

The breakdown of ERUs by residential, commercial, and industrial connections by zone for the past three fiscal years, which averaged 805 ERUs, is attached. In FY21/22, FY20/21, and FY19/20, there were 687, 1,376, and 303 total residential connections, respectively. In FY21/22, FY20/21, and FY19/20, there were 16, 31, and 1 commercial connections, respectively. There have been no industrial connections to report over the past three years.



Staff will continue to monitor growth in the service area and make necessary recommendations to the annual growth assumption of 400 ERUs as part of future long-term financial planning and budget development processes.

Financial Impact

CFCC revenue of \$2.8 million collected in FY21/22 and WW Expansion Fund equity were used to fund the wastewater program's growth-related interfund loan repayments of approximately \$3,338,600, and debt service of approximately \$127,646 within the WW Expansion Fund.

Attachment

Connection Summary FY19/20-FY21/22

Reviewed by: _____



Brian Thomas
Acting Business Services Director

cc: District File BRD.01-ACTS



DELTA DIABLO CONNECTION SUMMARY FISCAL YEARS 2019/2020 - 2021/2022

Total Connections			
<u>Community/Zone</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>
Bay Point - Zone 1	2	31	28
Pittsburg - Zone 2	97	481	165
Antioch - Zone 3	205	895	510
Total	304	1,407	703

Residential Connections			
<u>Community/Zone</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>
Bay Point - Zone 1	2	11	13
Pittsburg - Zone 2	97	479	165
Antioch - Zone 3	204	886	509
Total - Residential	303	1,376	687

Commercial Connections			
<u>Community/Zone</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>
Bay Point - Zone 1	-	20	15
Pittsburg - Zone 2	-	2	-
Antioch - Zone 3	1	9	1
Total Commercial	1	31	16

Industrial Connections			
<u>Community/Zone</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>
Bay Point - Zone 1	-	-	-
Pittsburg - Zone 2	-	-	-
Antioch - Zone 3	-	-	-
Total - Industrial	-	-	-

October 12, 2022

RECEIVE FISCAL YEAR 2021/2022 REPORT ON SURPLUS DISTRICT PROPERTY

Recommendation

Receive Fiscal Year 2021/2022 (FY21/22) Report on District Surplus Property.

Background Information

On January 14, 2009, the Board adopted “Administrative Handbook Policy No. 3070 – Surplus,” authorizing the General Manager or his designee to approve District property items deemed unsuitable or unnecessary for District purposes as surplus assets and dispose of these assets with the goal of maximizing surplus revenues in a manner that protects the best interests of the District, meets all statutes and regulations, and reflects a high level of environmental stewardship. In addition, the Policy directs staff to provide an annual report to the Board, which lists all assets disposed of in the previous fiscal year, the method of disposal, and the amount received (if any) for each item.

Analysis

During FY21/22, surplus assets, including office furniture, office equipment, and compressors, were auctioned off through Public Surplus and GovDeals (online auction services that serve Public Entities), Quincy Compressors, and a scrap metal company. The FY21/22 Surplus Assets Disposal Report (refer to attachment) provides additional detail on the disposal of these items.

Financial Impact

The expected net proceeds from the surplus and auction process totaled \$6,515.40. This amount will be deposited into the Regional Treatment and Conveyance (Wastewater O&M) Fund.

Attachment

FY21/22 Surplus Assets Disposal Report

Reviewed by: 

Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS



SURPLUS ASSETS DISPOSAL REPORT FISCAL YEAR 2021/2022								
ID	DATE	ITEM DESCRIPTION	MODEL OR SERIAL NUMBER	No. of Bids	TOTAL CUSTOMER PAYMENT	TAX	COMMISSION	DISTRICT NET PROCEEDS (Total Customer Payment less Taxes/Commission)
Disposals by Direct Sales (Quincy, GovDeals and Public Surplus)								
1149	8/6/21	SHARP 411N COLOR COPIER	E128851-541	1	\$402.42	\$35.75	\$33.33	\$333.34
1151	8/6/21	SHARP 411N COLOR COPIER	E128830-541	1	\$402.42	\$35.75	\$33.33	\$333.34
1152	8/6/21	SHARP 411N COLOR COPIER	E128832-541	1	\$402.42	\$35.75	\$33.34	\$333.33
N/A	9/10/21	MOYNO PARTS	N/A	1	\$1,017.50	\$0.00	\$92.50	\$925.00
N/A	4/19/22	RWF COMPRESSORS	CP12301 AND CP12302	1	\$4,000.00	\$0.00	\$0.00	\$4,000.00
N/A	5/10/22	MISC OFFICE FURNITURE	N/A	0	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL								\$5,925.00
Disposals by Direct Sales (Scrap Metal Company)								
N/A	8/5/21	METAL	NO INFO ON ITEM	N/A	\$590.40	N/A	N/A	\$590.40
TOTAL								\$6,515.40

October 12, 2022

ACCEPT AND AUTHORIZE GENERAL MANAGER TO FILE NOTICE OF COMPLETION,
PARKSON CORPORATION, SAND FILTER INTERMITTENT BACKWASH SYSTEM,
PROJECT NO. 21121

Recommendations

Accept the Sand Filter Intermittent Backwash System (Sand Filter) Project as complete and authorize the General Manager to file a Notice of Completion (NOC) with the Contra Costa County Recorder's Office.

Background Information

In October 2020, the Board awarded the Sand Filter Project to Parkson Corporation (Parkson) to upgrade the existing sand filtration system at the District's Recycled Water Facility. The project scope was amended in June 2021 to include the associated electrical and instrumentation work. Construction for the project commenced in November 2021 with field work completed in June 2022.

Analysis

The project work has been inspected and found to meet contract requirements. Staff recommends acceptance of the project by the Board. In addition, staff recommends the Board authorize the General Manager to file the NOC for the project with the Contra Costa County Recorder's Office. Per California Civil Code Section 9204(a), filing the NOC will provide notification to subcontractors, vendors, and suppliers of the completion of work, and will require such parties to submit any claims within thirty (30) days of the notice. Presently, there are no pending claims and staff is not aware of any unresolved issues that could lead to a claim related to this project.

Financial Impact

In February 2022, the Board authorized the General Manager to transfer monies to the Sand Filter Project from the Recycled Water Capital Asset Replacement Fund Reserves to increase the project budget from \$850,000 to \$975,000. Parkson's final contract amount is \$829,155.40, which includes the base contract amount and all change orders. Sufficient funding is available to fund the total project cost, including design, construction, and staff labor, which is \$881,675.

Attachment

Sand Filter Intermittent Backwash System Project Notice of Completion

Prepared by:  _____

Thanh Vo
Acting Engineering Services Director

cc: Parkson Corporation
District File No. 21121.01.01



RECORDING REQUESTED BY

When Recorded, Return to:

Delta Diablo
ATTN: Cecelia Nichols-Fritzler
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest or estate in the hereinafter-described real property, the nature of which interest or estate is fee simple.
2. The full name and address of the undersigned owner and of any and all co-owners is: Delta Diablo, 2500 Pittsburg-Antioch Highway, Antioch, CA 94509.
3. On the 12th day of October 2022, there was completed upon the hereinafter-described real property a work of improvement as a whole known as Sand Filter Intermittent Backwash System, Project No. 21121.
4. The name of the original contractor for the work of improvement as a whole was Parkson Corporation.
5. The real property herein referred to is situated in the City of Antioch, County of Contra Costa, State of California, and described as follows:

Upgrade the existing sand filtration and associated electrical and instrumentation system at the District's Recycled Water Facility located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509.

DELTA DIABLO (Owner)

By: _____
Vincent P. De Lange
General Manager

VERIFICATION

I, Vincent P. De Lange, declare:

I hold the title of General Manager of Delta Diablo and am authorized to make this declaration on its behalf.

I have read the foregoing Notice of Completion and know the contents thereof. The Notice of Completion is true of my own knowledge, except as to those matters that are therein stated on information and belief, and as to those matters, I believe them to be true.

This declaration was signed on _____, at Antioch, California. I declare under penalty of perjury that the foregoing is true and correct.

Vincent P. De Lange
General Manager

October 12, 2022

APPROVE PROJECT DESIGN; AWARD AND AUTHORIZE GENERAL MANAGER TO EXECUTE CONSTRUCTION SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED \$159,270, PACIFIC COAST GENERAL ENGINEERING, INC.; AUTHORIZE GENERAL MANAGER TO APPROVE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF CONTRACT AMOUNT; AND TAKE RELATED ACTIONS, CAMP STONEMAN FORCE MAIN REPAIR, PROJECT NO. 23117

Recommendations

1. Approve the plans, specifications, addendum, and design for the Camp Stoneman Force Main Repair (Project).
2. Award a Construction Services Contract for the Project to Pacific Coast General Engineering, Inc. (Pacific Coast), the lowest responsible bidder, in an amount not to exceed \$159,270.
3. Authorize the General Manager to approve construction contract change orders up to 10% of the contract amount (i.e., up to an additional \$15,927), for a total authorization of \$175,197.
4. Direct that Pacific Coast present two good and sufficient surety bonds in the amount of \$159,290 and that the General Manager shall prepare the Construction Services Contract.
5. Authorize the General Manager to execute the Construction Services Contract after Pacific Coast has signed the contract and returned to it, together with the bonds, certificates of insurance, and other required documents, and after the General Manager or his designee has reviewed and found them to be sufficient.
6. Direct that, in accordance with the project specifications and/or upon the execution of the contract by the General Manager, any bonds posted by the bidders be exonerated and any checks or cash submitted for bid security be returned.
7. Declare that, should the contract award to Pacific Coast be invalidated for any reason, the Board in any event would not have awarded the contract to the other bidder but instead would have exercised its discretion to reject all bids received. Nothing herein shall prevent the Board from awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds of insurance (see Public Contract Code, Section 5100-5107).
8. Determine that the repair to the 10-inch diameter force main is exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines, and direct the General Manager, or his designee, to file a CEQA Notice of Exemption (NOE) with the County Clerk-Recorder.

Background Information

In August 2021, the District initiated the Camp Stoneman Force Main Repair Project to replace the damaged 10-inch diameter, polyethylene force main serving the industrial users along Loveridge Road in Pittsburg. The project was advertised for bids in October 2021 and one bid was received by the District. Due to the high exceedance of the original cost estimate in the one bid received, the project was postponed with the intent to re-advertise in 2022. The postponement allowed staff to re-evaluate the project to address new information on existing flows to ensure proper bypass pumping requirements were included. The project was rebid in September 2022.



Analysis

Two bids were received for the project on October 6, 2022, as shown in the Attachment 1. The low bid was submitted by Pacific Coast in the amount of \$159,270, which is \$34,270 (27%) higher than the Engineer's Estimate of \$125,000. According to the cost estimate classification table from AACE International, the Engineer's Estimate is normally expected to be within -10% to +15% of the contractor bids. Based on this industry standard, Pacific Coast bid is outside of the range of industry acceptability. However, the second bid amount is within 1.1% of the low bid, which suggests that bids are competitive within the current construction bidding environment.

Staff has completed a detailed review of the submitted bid documents. Based on this review, the lowest responsive and responsible bidder, Pacific Coast, which submitted the lowest monetary bid, complied with the bid requirements and is recommended for contract award.

The Project's contract documents, consisting of plans and specifications, are available at the District's administrative office for Board member and public review.

It is also recommended that the Board determine the project is exempt from environmental review in accordance with CEQA under California Code of Regulations, Title 14, Section 15302, Class 2(c) – Replacement or Reconstruction of Existing Utility Systems and authorize the General Manager to file a NOE with the County Clerk-Recorder. The attached draft NOE (Attachment 2) further describes the justification for the exemption.

Financial Impact

The adopted Fiscal Year 2022/2023 (FY22/23) Budget includes appropriations of \$200,000 for the Camp Stoneman Force Main Repair Project in the Wastewater Capital Asset Replacement Fund. Sufficient funding is available in the current fiscal year for the planned expenditures.

Attachments

- 1) Camp Stoneman Force Main Repair Project Bid Summary
- 2) Draft CEQA Notice of Exemption

Reviewed by: _____



Thanh Vo
Acting Engineering Services Director

cc: District File No. P.23117.01.01





**CAMP STONEMAN FORCE MAIN REPAIR PROJECT
DELTA DIABLO PROJECT NO. 23117**

Bid Opening: October 6, 2022, 2:00 pm
Construction Cost Estimate: \$125,000 (Engineer's Estimate)

BID RESULTS

<u>BIDDER</u>	<u>BID AMOUNT</u>
<u>Pacific Coast General Engineering, Inc.</u> ⁽¹⁾	<u>\$159,270.00</u>
<u>Paulson Cox Construction, Inc.</u>	<u>\$161,000.00</u>

Notes:

⁽¹⁾Lowest responsive and responsible bidder.

NOTICE OF EXEMPTION

TO: County Clerk
County of Contra Costa
555 Escobar Street
Martinez, CA 94553

PROJECT APPLICANT: Vincent P. De Lange, General Manager _____
Delta Diablo, Local Public Agency Vincent P. De Lange, General Manager
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
Telephone: (925) 756-1900 Date _____

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH PUBLIC RESOURCES CODE 21152

PROJECT TITLE: CAMP STONEMAN FORCE MAIN REPAIR, PROJECT NO. 23117

DATE ON WHICH AGENCY APPROVED THE PROJECT: October 12, 2022

STATE CLEARINGHOUSE NUMBER: N/A

PROJECT LOCATION: Standard Oil Avenue in Pittsburg, CA

PROJECT DESCRIPTION: The project primarily consists of replacing 10 to 15 feet of an existing 10-inch diameter force main and removal of a nearby manhole.

LEAD AGENCY APPROVING AND CARRYING OUT PROJECT: Delta Diablo

CONTACT PERSON: Thanh Vo, Acting Engineering Services Director, (925) 756-1949

EXEMPT STATUS: The Board of Directors of the District finds this project is categorically exempt from CEQA as a Class 2(c) Categorical Exemption under Public Resources Code Section 21084.

REASONS WHY PROJECT IS EXEMPT: The project consists of replacing or reconstructing existing facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced as allowed under CEQA Guidelines 15032, Class 2(c) and Public Resources Code 21084.

AFFIDAVIT OF POSTING

I declare that on _____, I received and posted this Notice as required by Public Resources Code 21152(c). It will remain posted for 30 days.

Signature

Title

October 12, 2022

AUTHORIZE GENERAL MANAGER TO TRANSFER MONIES TO PUMP STATION FACILITIES REPAIR PROJECT FROM WASTEWATER CAPITAL ASSET REPLACEMENT FUND RESERVES IN THE AMOUNT OF \$181,086, FOR A TOTAL PROJECT BUDGET OF \$14,900,000; AND AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 4 TO CONSULTING SERVICES CONTRACT IN THE AMOUNT OF \$52,000, FOR A NEW TOTAL CONTRACT AMOUNT OF \$1,509,445, INFERRERA CONSTRUCTION MANAGEMENT GROUP, INC., CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, PUMP STATION FACILITIES REPAIR, PROJECT NO. 80008

Recommendations

1. Authorize the General Manager to transfer monies to the Pump Station Facilities Repair (PSFR) Project from the Wastewater Capital Asset Replacement (WW CAR) Fund Reserves in the amount of \$181,086, for a new total project budget of \$14,900,000.
2. Authorize the General Manager to execute Amendment No. 4 to the consulting services contract with Inferrera Construction Management Group, Inc. (ICM) in the amount of \$52,000, for a new total contract amount not to exceed \$1,509,445, to provide additional construction management and inspection services.

Background Information

In January 2019, the Board awarded the construction services contract for the PSFR Project to W.M. Lyles Co. (WML) to rehabilitate and replace equipment and appurtenances to address reliability needs and safety issues at the District's five remote wastewater conveyance system pump stations. In addition, the Board authorized executing a consulting services contract with ICM to provide construction management and inspection services. The Board has since approved three contract amendments with ICM in September 2020, May 2021, and January 2022 for additional construction management and onsite inspection services related to resource needs and construction delays. Project completion is currently anticipated in summer 2023.

Analysis

Project construction activities are mostly complete with the exception of delivery of a portable generator and replacement of a stationary backup generator at the Broadway Diversion Facility. Staff was initially informed the delivery and installation of these two electrical equipment items would be completed in September 2022; however, WML recently indicated this equipment will not be delivered until December 2022 and May 2023, respectively, due to ongoing procurement and supply chain issues.

With field work now extended to summer 2023, the current contract budget for ICM did not include this additional time extension. Staff recommends executing Amendment No. 4 with ICM and transferring the necessary funds (refer to Attachments 1 and 2) to support the required level of construction management and inspection services through project completion.

Financial Impact

In January 2022, the Board approved an additional appropriation of \$400,000 for the PSFR Project for a new total budget of \$14,718,914. Sufficient funding is available in the WW CAR Fund Reserves for the additional appropriation of \$181,086. If approved, the total project budget for the PSFR Project would be increased to \$14,900,000.



Attachments

- 1) Summary of Requested Transfer from WW CAR Fund Reserves
- 2) ICM Scope and Cost Estimate Summary, Amendment No. 3

Reviewed by: 

Thanh Vo
Acting Engineering Services Director

cc: District File No. P.80008.01.03



**PUMP STATION FACILITIES REPAIR
PROJECT NO. 80008**

SUMMARY OF TRANSFER FROM WW CAR FUND RESERVES

Description	Current Project Budget	Transfer Request from WW CAR Fund Reserves	Estimated Expenditures through Q3-2023
Design			\$ 1,355,000
Direct Material Purchases			\$ 61,929
Original Construction Contract (\$9,872,000)			\$ 9,872,000
Contingency (13% = \$1,283,360)			\$ 1,237,000
Construction Management			\$ 1,509,445
Administrative			\$ 864,626
TOTAL	\$14,718,914	\$181,086	\$ 14,900,000

**PUMP STATION FACILITIES REPAIR
PROJECT NO. 80008**

**AMENDMENT NO. 4
ICM GROUP, INC. (CONSULTANT)**

SCOPE OF WORK AND COST ESTIMATE SUMMARY

<u>DESCRIPTION</u>	<u>PROPOSED COST</u>
Original Authorized Contract Amount	\$ 832,000
Amendment No. 1	\$ 416,945
Amendment No. 2	\$ 148,500
Amendment No. 3	\$ 60,000
Amendment No. 4 Scope of Work (Estimated Costs through June. 2023)	
1. ICM Construction Management	\$ 2,000
2. ICM Inspection Services – General	\$ 36,000
3. ICM Inspection Services – Electrical	\$ 3,500
3. ICM Administrative Support	\$ 3,500
7. Travel Costs	\$ 6,150
8. Computer/Phone/Internet	\$ 850
Amendment No. 4 Subtotal	\$ 52,000
GRAND TOTAL	\$ 1,509,445

October 12, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO CONSULTING SERVICES CONTRACT IN THE AMOUNT OF \$140,974, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$754,515, LEE & RO, INC., ENGINEERING SERVICES, TREATMENT PLANT ELECTRICAL SWITCHGEAR REPLACEMENT, PROJECT NO. 17120

Recommendation

Authorize the General Manager to execute Amendment No. 1 to the consulting services contract with Lee & Ro, Inc. (Lee & Ro) in the amount of \$140,974, for a new total contract amount not to exceed \$754,515, to provide additional engineering services during construction for the Treatment Plant Electrical Switchgear Replacement (Switchgear) Project.

Background Information

In January 2021, the Board awarded the construction services contract for the Switchgear Project to Cupertino Electric, Inc. to replace the main electrical distribution switchgear equipment at the District's Wastewater Treatment Plant. In addition, the Board authorized executing consulting services contracts with Lee & Ro and Psomas to provide engineering services during construction and construction management and inspection services, respectively. Construction commenced in July 2021 with project completion anticipated in fall 2022.

Analysis

The original project design included a single-pole mounted alternating current (AC) disconnect switch to comply with PG&E Greenbook Standards for isolating power generation systems. This design was based on a variance request to install the AC disconnect switch upstream of the PG&E meter. During construction, the PG&E rejected the proposed variance and required compliance with current PG&E Greenbook Standards for AC disconnect switches on power generating sources. In addition, a discrepancy between the contract plans and specifications on the electrical grounding (neutral bus) requirements necessitated modifications to the new switchgear and bus duct. These PG&E requirements and additional expanded scope elements extended the overall project duration, which requires an increase in engineering services during construction from Lee & Ro.

Project completion is now anticipated in fall 2023, which will be 10 to 12 months beyond the original project completion date. The current contract budget for Lee & Ro did not include this additional time extension. Staff recommends executing Amendment No. 1 with Lee & Ro to support the required level of engineering services during construction through January 2023 to allow for further evaluation of these unforeseen changes.

Financial Impact

The adopted FY22/23 Budget includes an appropriation of \$5.0 million for the Treatment Plant Electrical Switchgear Replacement Project, with a total budget of \$12.2 million in the adopted 5-year Capital Improvement (Wastewater Capital Asset Replacement Fund). Sufficient funding is available in the current fiscal year for the planned expenditures. Staff may recommend



additional project funding allocation in the future once the impact associated with the PG&E approval process is fully determined.

Attachment

Lee & Ro, Inc. Amendment No. 1 Scope and Cost Summary

Reviewed by:



Thanh Vo
Acting Engineering Services Director

cc: Tony Park, Lee & Ro, Inc.
District File No. P.17120.01.03



**TREATMENT PLANT ELECTRICAL SWITCHGEAR REPLACEMENT
PROJECT NO. 17120**

**AMENDMENT NO. 1
LEE & RO, INC. (CONSULTANT)**

SCOPE OF WORK AND COST ESTIMATE SUMMARY

<u>DESCRIPTION</u>	<u>PROPOSED COST</u>
Original Authorized Contract Amount	\$ 613,541
Amendment No. 1 Scope of Work (Estimated Costs through Jan 2023)	
1. Project Management	\$ 3,157
2. Project Meetings	\$ 34,090
3. Submittal Review	\$ 62,820
3. Site Visits	\$ 8,075
7. PG&E Coordination	\$ 35,480
8. ATS-H (COP Reliability Improvements) Design	\$ 32,832
Amendment No. 1 Subtotal	\$ 140,974
GRAND TOTAL	\$ 754,515

October 12, 2022

ACCEPT GENERAL MANAGER'S ACKNOWLEDGEMENT OF GOVERNMENT CODE SECTION 7507 ACTUARIAL REPORT, PROPOSED RETIREE MEDICAL BENEFIT CHANGES, BARTEL ASSOCIATES, LLC

Recommendation

Accept written acknowledgment by the General Manager (Chief Executive Officer) that he understands the future annual costs of proposed retiree medical benefit changes for members of Operations and Maintenance (O&M) Bargaining Unit, Local One AFSCME Council 57; Professional and Technical (P&T) Bargaining Unit, Local One AFSCME Council 57; the Management Association (MA) Bargaining Unit; and unrepresented employees as determined by Bartel Associates, LLC (Bartel) in the attached Actuarial Statement dated September 8, 2022.

Background Information

In a separate docket on the October 12, 2022 Board Meeting agenda, staff is recommending that the Board approve Memoranda of Understanding (MOUs) with the P&T and MA bargaining units, effective October 16, 2022. These MOUs include retiree medical benefit changes that will alter future costs of retiree healthcare benefits. The District is actively negotiating with the O&M bargaining unit, which is considering the same proposal related to retiree medical benefits.

Analysis

Government Code Section 7507 (GC 7507) requires the District obtain an actuarial statement regarding the impact of retiree healthcare benefit changes on future annual costs. This cost information must be presented at a public meeting at least two weeks prior to the adoption of any benefit change with the actuary present at the public meeting if the future annual costs of the benefit change exceed 0.5% of the future annual costs of the current plan. At its meeting on September 14, 2022, the Actuarial Statement was presented to the Board as a deliberation item with the responsible actuary present (Bartel). These actions were completed more than two weeks prior to the effective date of the MOUs, if approved by the Board.

Financial Impact

As presented on September 14, 2022, the District's actuarial costs will decrease due to the retiree medical benefit changes. The Unfunded Actuarially Accrued Liability (UAAL) will decrease by \$156,000 and the District's Actuarially Determined Contribution (ADC) to the OPEB Trust Fund will decrease by \$50,000. These cost reductions are based on all bargaining units agreeing to the benefit changes and will be reduced if an agreement is not reached with the O&M bargaining unit.

Additionally, GC 7507 requires that an agency representative with the responsibilities of chief executive officer acknowledge in writing that he or she understands the future annual cost impact of the benefit changes.

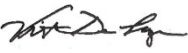
GM Statement of Understanding: As the General Manager (Chief Executive Officer) and by approving this Board Docket, I acknowledge in writing that I understand the future cost impact of the labor agreements regarding proposed retiree medical benefit changes as presented on




September 14, 2022, as determined by the actuary and contained in the September 8, 2022 Actuarial Statement from Bartel Associates, LLC (District's Actuary).

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors of Delta Diablo on the date shown.


ATTESTED: October 6, 2022

By: 
Vincent P. De Lange
General Manager

By: 
Cecelia Nichols-Fritzler
Secretary to the Board

Attachment

Government Code Section 7507 Actuarial Statement prepared by Bartel Associates, LLC

Reviewed by: 
Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS





September 8, 2022

Anika Lyons
Finance Manager
Delta Diablo
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373

Re: Proposed Retiree Medical Plan Benefit Change

Dear Ms. Lyons:

Delta Diablo (District) has requested that Bartel Associates, LLC provide an actuarial opinion regarding the impact of proposed changes related to retiree healthcare benefits in order to comply with California Government Code Section 7507. Section 7507 requires governmental agencies:

- Obtain an actuarial statement of the impact of retiree healthcare benefit changes on future annual costs, including the Normal Cost and the Actuarial Accrued Liability, before authorizing the benefit change.
- Provide this information at a public meeting at least two weeks prior to the adoption of the benefit change. The adoption of the benefit change should not be placed on a consent calendar.
- Have the actuary present at the public meeting if the future annual costs of the benefit change exceed 0.5% of the future annual costs of the current plan.
- Have an agency representative with the responsibilities of chief executive officer acknowledge in writing that he or she understands the future annual cost impact of the benefit change.

Current Benefits

Benefits differ for pre and post 2009 District hires.

Hired before 1/1/09 – Tier 1

Employees who retire directly from the District are eligible for benefits. The District pays CalPERS premiums up to the greater of the PEMHCA¹ Kaiser and Blue Shield Access+ Region 1 Basic family premiums for any coverage elected (single, 2-party, or family). For 2022, the cap is \$2,901.63.

Hired on or after 1/1/09 – Tier 2

Employees who retire directly from the District with 5 years of District service are eligible for benefits. The District cap is a percentage of the greater of (1) Tier 1 cap, and (2) the California Government Code Section 22893 “100/90 amount”

- The percentage is based on all years of CalPERS service:
 - For service retirees, the percentage starts at 50% with 10 years of CalPERS service, increasing 5% for each additional year of CalPERS service, and reaches 100% after 20 years of CalPERS service.
 - The percentage is 100% for disability retirees regardless of years of service.
- The 100/90 amount is a weighted average of the 4 PEMHCA State premiums with the highest enrollment, with 100% of the single coverage average premium and 90% of the additional 2-party or family coverage premiums. For 2022, the 100/90 amounts are:

Single	2-Party	Family
\$ 816	\$ 1,548	\$ 1,983

All employees, regardless of hire date, contribute 3% of PERSable base pay. Employee contributions are suspended when the plan is 100% funded and reinstated when it is less than 95% funded.

¹ CalPERS medical program: Public Employees’ Medical and Hospital Care Act.



Proposed Benefits

Benefits would differ for current employees and future hires. There are no changes for current retirees.

Current Employees

There are no changes to the Tier 1 benefit; the Tier 2 cap will change to the 100/90 formula with the percentage applied (i.e. the Tier 2 cap will not depend on the Tier 1 cap). Employee contributions for Tier 1 and Tier 2 (3% of PERSable base pay) will be required regardless of the plan funded status.

Future Hires

Future hires will receive the PEMHCA minimum benefit at retirement, which is currently \$149 per month, and will increase annually by CalPERS based on the medical component of CPI. Future hires will not pay employee contributions.

Analysis

The impact of the benefit change is first calculated on current employees, and then a projection is provided to include the impact on both current and future employees. Our analysis is based on the District as a whole (i.e. includes all employee groups).

Current Employees

The table below shows the estimated impact on the District's June 30, 2022 Actuarial Obligations and the 2023/24 Actuarially Determined Contribution based on the June 30, 2022 actuarial valuation. Assumptions used in that valuation are summarized in the full actuarial valuation report and include a 5.75% discount rate, which represents the expected long-term net rate of return on OPEB trust assets.

Impact of Proposed Benefit Change
 (Amounts in \$000's)

	Current Benefit	Proposed Benefit	Change	Percent Change
■ Present Value of Projected Benefits (PVB)	\$25,609	\$25,032	\$(577)	(2.3)%
■ Funded Status				
• Actuarial Accrued Liability (AAL)	19,257	19,101	(156)	(0.8)%
• Actuarial Value of Assets (AVA)	<u>18,480</u>	<u>18,480</u>	<u>-</u>	=
• Unfunded Actuarial Accrued Liability (UAAL)	777	621	(156)	(20.1)%
• Funded Percentage	96.0%	96.7%	0.7%	0.7%
■ Actuarially Determined Contribution (ADC)				
• District Normal Cost	\$361	\$326	\$(35)	(9.7)%
• Amortization of UAAL	<u>65</u>	<u>50</u>	<u>(15)</u>	<u>(23.1)%</u>
• Actuarially Determined Contribution	427	376	(51)	(11.9)%
■ Projected Payroll	9,620	9,620	-	0.0%
■ ADC as a Percent of Projected Payroll	4.4%	3.9%	(0.5)%	(11.9)%

The **Present Value of Projected Benefits (PVB)** is the present value of expected benefits for active employees and retirees on the valuation date. If the OPEB trust has assets equal to the PVB, it would be sufficient to pay for all benefits for active employees and retirees on the valuation date if all actuarial assumptions are realized. The proposed benefit change would decrease PVB on June 30, 2022 by \$577,000.



The **Actuarial Accrued Liability (AAL)** is the portion of the PVB allocated to past District service. This is generally considered the funding target at any point in time. The proposed benefit change would decrease the AAL on June 30, 2022 by \$156,000.

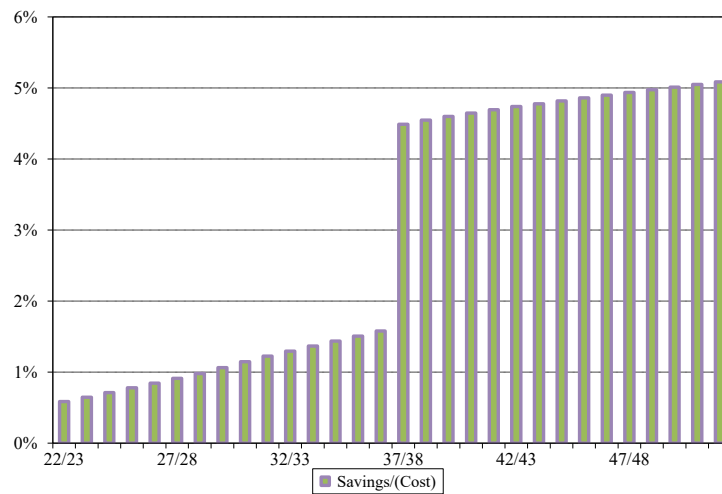
The **Actuarial Value of Assets (AVA)** is smoothed market value of assets with asset gains and losses spread over five years to mitigate the effect of market fluctuations on District contributions.

The **Unfunded Actuarial Accrued Liability (UAAL)** is the difference between the AAL and AVA. The proposed benefit change would decrease the UAAL by \$156,000, the same change as for the AAL. The **Funded Percentage** is the portion of the AAL that is funded by the AVA. The proposed benefit change would increase the projected Funded Percentage on June 30, 2022 from 96.0% to 96.7%.

The **Actuarially Determined Contribution (ADC)** consists of the District Normal Cost (net of employee contributions) plus an amount to amortize the Unfunded Actuarial Accrued Liability. The Normal Cost is the cost of benefits deemed earned or accrued in a given year. The District decided to amortize the June 30, 2008 Unfunded Actuarial Accrued Liability over 30 years. As of June 30, 2022, there are 15 years remaining. The proposed benefit change is expected to reduce the District's ADC by \$50,000 or about 0.5% of projected employee payroll.

Current and Future Employees

As future employees with lower benefits replace current employees, there will be further cost savings to the District. Additionally, the District's net (of employee contributions) Normal Cost will be offset by the additional employee contributions from current employees after the plan is expected to reach 100% funding in 15 years. The projected total District cost savings, as measured by the ADC as a percentage of projected payroll, is as follows:



Conclusion

The District's actuarial cost would decrease due to the proposed benefit changes. Furthermore, since there are District cost savings for each of the 3 District employee groups, there will be District cost savings even if not all groups agreed to the benefit change.

Bartel Associates is not a law firm and we are not qualified to render a legal opinion.

Anika Lyons
September 8, 2022
Page 4



Information provided in this report is for the District's management purposes. Future results may differ significantly if the Plan or District's experience differs from our assumptions or if there are changes in plan design or actuarial assumptions. The project scope did not include an analysis of this potential variation. Our calculations are based on benefit provisions, participant data, and actuarial assumptions, and other information provided by the District as summarized in this letter and our June 30, 2022 actuarial valuation report. This study was conducted using generally accepted actuarial principles and practices. I am a member of the American Academy of Actuaries and meet the Academy Qualification Standards to issue the actuarial opinion in this report

Sincerely,

A handwritten signature in blue ink that reads "Doug Pryor".

Doug Pryor
Senior Consulting Actuary

c: Joe Herm

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ITEM F/2 - CORRECTED

October 12, 2022

APPROVE MEMORANDA OF UNDERSTANDING WITH PROFESSIONAL AND TECHNICAL, AND MANAGEMENT ASSOCIATION BARGAINING UNITS; ADOPT RESOLUTION APPROVING REVISED SALARY SCHEDULES FOR THE BARGAINING UNITS AND UNREPRESENTED MANAGERS; AND AUTHORIZE GENERAL MANAGER TO MAKE NON-SUBSTANTIVE, CLERICAL CHANGES AND CORRECTIONS TO EACH MEMORANDUM OF UNDERSTANDING

Recommendations

1. Approve Memoranda of Understanding (MOUs) with the Local One AFSCME Council 57 for the Professional and Technical (P&T) Representation Bargaining Unit and the Management Association (MA) bargaining unit, effective October 16, 2022.
2. Adopt Resolution approving revised salary schedules for the P&T and MA bargaining units and Unrepresented Managers, effective October 16, 2022.
3. Authorize the General Manager, or his designee, to make non-substantive, clerical changes and corrections to each MOU, as necessary, and in coordination with the respective bargaining unit.

Background Information

The three existing MOUs (Operations & Maintenance [O&M], Local One AFSCME Council 57 Bargaining Unit; P&T, Local One AFSCME Council 57 Bargaining Unit; MA Bargaining Unit) were executed in March 2008 with an expiration date of June 30, 2015. All three MOUs were subsequently extended by side letter agreements on two occasions (July 2010, November 2011), which resulted in all three existing MOUs expiring on June 30, 2021. The District has been negotiating new labor agreements with all three bargaining units since March 2021, and has reached agreement on new MOUs with P&T and MA and continues actively negotiating with O&M.

Analysis

Following completion of labor negotiations on new MOU terms and conditions with P&T and MA, staff is recommending that the Board approve these two MOUs and associated salary schedules. Because the District and bargaining units last negotiated and executed MOUs in 2008, the MOU language includes improved accuracy and clarity, and ensures compliance with current legal, regulatory, and code requirements. The MOUs were negotiated independently with the respective bargaining units. The Unrepresented Managers' individual Employment Agreements provide for the same salary adjustments and benefits as the Management Association MOU. Key provisions in the attached draft MOUs include the following with differences between the P&T and MA MOUs noted, where applicable:

Term: P&T MOU expires on June 30, 2025, and MA MOU expires on June 30, 2026.

Wages: Cost-of-living adjustments (COLAs) are made annually based on a consumer price index with a range between 2% to 5%. A future salary survey will be conducted using the comparable agencies and compensation data as defined in the MOUs. Any changes to compensation based on the salary survey results will only be made by mutual agreement and would take effect on the pay period including January 1, 2023. Classification salary schedules will now consist of five (5) steps with five percent (5%) between each step. Employees will automatically receive an annual step advancement until they reach the top step of their salary schedule unless they receive a negative performance evaluation prior to their anniversary date.



Health and Wellness Benefits: The District's contribution to active employee medical is capped at 100% of the Region 1 CalPERS Kaiser Plan. Employees who are currently on a medical plan with a premium greater than the Kaiser premium will receive an additional \$375 per month towards the purchase of medical insurance in 2023 and \$125 per month in 2024. Classifications receiving a monthly salary increase of \$375 or greater as a result of the future salary survey will not be eligible for this medical stipend. The District will provide employees with a life insurance policy that is equal to their annual salary as of January 1st in each year of the contract. Medical in-lieu payments will no longer be available after January 1, 2023, except for those employees who are receiving medical in-lieu prior to that date.

Retirement Benefits: Retiree medical benefits for active employees have been modified as follows: transitions one group of employees to Government Code Section 22893 as determined by hire date, establishes vested retiree medical benefits for current employees, requires current employees to contribute 3.0% of their salary to the District's Other Post-Employment Benefits (OPEB) Trust Fund regardless of funding status, and provides the Public Employees' Medical and Health Care Act (PEMHCA) minimum to employees hired after October 11, 2022. New employees will not contribute to the OPEB Trust Fund. The District will provide portable Retiree Health Savings Accounts to all employees and contribute to those accounts at various rates depending on the employee's hire date (\$390, \$2,600, or \$10,400 per year).

Grievance Procedure: Grievances will be addressed utilizing a three-step process with the final step in the process being heard by an arbitrator whose decision is final (i.e., binding arbitration).

Disciplinary Procedure: Disciplinary appeals will be presented to an Administrative Law Judge (ALJ), who will issue an advisory decision to the General Manager. The General Manager's decision to accept or reject the ALJ's decision shall be final.

P&T members ratified these new MOU proposals on October 5, 2022. MA members ratified the new MOU on October 6, 2022. The District remains actively engaged in labor negotiations with the O&M bargaining unit.

Financial Impact

Sufficient funding is available in the FY22/23 Budget with an estimated annual operating cost increase of approximately \$225,000 above financial planning projections and assumptions. Staff will incorporate the key financial outcomes associated with MOU implementation in the upcoming budget development process and financial planning activities later this fiscal year. The District expects the new MOU terms and conditions to provide a long-term financial benefit as insurance premiums and employment status demographics change over time.

Attachments

- 1) Draft MOU with Local One AFSCME Council 57 for P&T Representation Bargaining Unit
- 2) Draft MOU with the Management Association bargaining unit
- 3) Proposed Resolution Approving Revised FY22/23 Salary Schedules for P&T, MA, and Unrepresented Managers

Reviewed by: 

Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS



Memorandum of Understanding
Between
Delta Diablo
and
Local One AFSCME Council 57
Professional & Technical Representation Bargaining Unit



October 16, 2022 through June 30, 2025

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Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District) and Public Employees Union, Local One AFSCME Council 57 (Local One) for the Professional & Technical Representation Bargaining Unit.

Article 1 - Recognition

The District recognizes Local One as the exclusive representative for probationary, regular, full-time, and regular part-time employees in the classifications listed in Appendix A. Exempt positions filled on a less than regular full-time basis is categorized as non-exempt.

Article 2 - Employee Rights

1. Annual Performance Evaluation

Performance evaluations will be completed annually, on or before the employee's scheduled review date, by the employee's direct supervisor, and reviewed with the employee. The performance appraisal will evaluate the employee's performance in the specific context of their job as well as their ability to work effectively within the work environment.

2. Vacant Job Openings

Vacant job postings are distributed to all employees through District email to allow employees the opportunity to apply for the posted vacancy. Once distributed, employees will have a minimum of two (2) weeks to apply for the posted vacancy. Employees who meet the minimum qualifications will be provided an opportunity to compete in the examination process. Employees who successfully pass the examination process (examination and/or panel interview) are placed on an Eligibility List. If at least three (3) employees are on the Eligibility List, the District must hire from the Eligibility List. Eligibility Lists are maintained for one (1) year unless there are less than three (3) remaining individuals on the list; the list may then be abolished at the District's discretion.

Article 3 - Management Rights

Local One recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

This District may make unilateral changes that do not conflict with the express terms of this MOU. As a courtesy, the District will submit such changes in writing to Local One prior to implementation

Article 4 - Local One Rights

1. Dues

Upon certification from Local One that an employee has signed an authorization for the deduction of dues, the District makes payroll deductions in an amount to be determined by Local One and communicated to the District annually. The District promptly remits deductions to Local One. Employee requests to cancel membership dues deductions must be directed to Local One. Upon notification from Local One that an employee has cancelled membership dues, the District will promptly cease dues deductions from the employee's paycheck. Local One must hold the District harmless from all claims and will indemnify it against any unusual costs in implementing these provisions, and must indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code 1157.12(a).

2. Notice of Changes in Job Classifications

The District will provide notice to Local One regarding changes in job classifications or policy that fall within the scope of representation under the MMBA. Local One has fifteen (15) days to request a meet and confer. The District will endeavor to provide notice to Local One prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

3. Unit Representation

The District recognizes the shop steward(s) and negotiate with them in all matters relating to grievances.

The officers of the Local One, in addition to their regularly assigned duties, is allowed to conduct Local One business with the District and/or employee covered in all matters relating to this MOU, providing such activities do not interrupt nor interfere with the work of the officers, other employees, or the District.

Local One general meetings are limited to no more than one (1) meeting per each three (3) month period in non-negotiation years and to no more than one (1) per month on District time during years when a new Memorandum of Understanding is being negotiated. All meeting times must be approved by the General Manager or designee at least 72 hours before the starting time and will not interrupt nor interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.

The Local One Executive Board will limit their meeting time during non-negotiating years to four (4) meetings per year with the understanding that should an issue arise that requires Executive Board level discussion, that with sufficient advance notice, the District makes every effort to allow the scheduling of a Local One Executive Board meeting. During MOU negotiating years, the executive committee is allowed to meet once per month, with advance scheduling approval and with a one (1) hour District time limit.

Article 5 - Wages

1. Salary Increases

Effective July 11, 2021, all classifications will be increased by four and one tenth percent (4.1%).

Effective July 10, 2022, all classifications will be increased by five percent (5.0%).

Effective the first full pay period after July 1, 2023, all classifications will be increased from 2.00% up to 5.00% across the board, based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2024, all classifications will be increased from 2.00% up to 5.00% across the board, based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

2. Salary Schedule

The salary schedule consists of five (5) steps with five percent (5.0%) between steps.

3. Step Advancement

Employees will automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to “does not meet expectations” or “needs improvement.” Anniversary date is defined as the employee’s date of hire or last date of promotion, whichever is later.

4. Overtime

Employees required to work in excess of forty (40) hours in a workweek will be compensated at the rate of one and one half (1.5) times their regular hourly rate of pay. All paid time counts for the purpose of calculating overtime. Employees are entitled to overtime compensation by payment or Compensatory Time Off (CTO) at the employee’s option.

5. Compensatory Time Off

Employees may accrue up to eighty (80) hours of compensatory time off (CTO). Employees may use CTO with prior supervisor/manager approval and the use of CTO may not create overtime. An employee may cash out CTO hours twice per year with two (2) weeks’ notice during the year in which it was earned; any remaining hours will be paid out in the final paycheck of the calendar year.

6. Double Time

Employees required to work in excess of fourteen (14) hours in a day are compensated at the rate of two (2) times their regular hourly rate of pay for those hours in excess of fourteen (14) hours.

7. Work Periods

The District establishes working hours that are consistent with the operating requirements and responsibilities of the various divisions. Other work shifts, alternative work schedules, flextime, days, hours, and periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. If the job requires a change in clothing or uniform, employees must arrive early enough to change before work begins. Employees are required to be at their assigned work location at their designated starting time.

An employee's regular work schedule will not be changed without seven (7) calendar days' prior notice.

Bereavement, military, jury duty and other authorized leaves are defined as eight-hour periods, and are credited at an hour per hour basis for each day allowed.

8. Salary Survey

Upon Completion of the 2022 Salary Survey, the parties will meet regarding the implementation of the survey. Any change must be by mutual agreement and would take effect the pay period including January 1, 2023.

The Salary Survey includes the following Comparable Agencies: Central Contra Costa Sanitary District, Oro Loma Sanitary District, Castro Valley Sanitary District, East Bay Municipal Utility District, Union Sanitary District, Delta Diablo, Dublin San Ramon Services District, and West County Wastewater District; and uses the following compensation data: Top Step Salary, Education Benefits (maximum), Certificate Pay (maximum), Longevity Pay (maximum), Uniform and Car Allowances, Health Benefits (employer's maximum contribution towards family medical, dental, & vision)(for 2022 the District's contribution towards Kaiser will be used), Employer Deferred Compensation Contribution, Employer Social Security Contribution, and employee pickup of employer pension costs using the PEPPRA retirement tier. The Salary Survey uses an effective date of January 1, 2023.

Article 6 - Other Pays

1. Longevity Pay

Upon completion of ten (10) years of service with the District, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay. Upon completion of fifteen (15) years of service, employees receive an additional two and a half percent (2.5%) of their base hourly rate of pay. The maximum longevity is five percent (5.0%).

2. Bilingual Pay

Employees in the classifications of Administrative Assistant I, II, III, and Construction Inspector who are routinely and consistently required to speak an approved language other than English, and who are able to do so fluently, will receive bilingual premium in the amount of forty dollars (\$40.00) per pay period.

3. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the full duties of a higher classification (temporary upgrade pay) receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%) not to exceed the top step of the salary schedule.

4. Supervisor Premium

Employees who are routinely and consistently assigned by the Department Director to supervisor or lead of a shift in the absence of a supervisor or lead will receive supervisor premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

5. Out of Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked.

6. Call Back Pay

Employees called back to work will receive a minimum of three (3) hours at their overtime rate or the actual time worked, whichever is greater. Call Back Pay will begin when the employee leaves their location to return to work. Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes at their overtime rate per incident or actual time worked whichever is greater.

7. Regular Standby Pay

Employees may be assigned regular standby for observed holidays and planned operational needs. Regular standby commences at 5:30 p.m. of the last regular workday preceding the assignment and concludes at 7:00 a.m. of the next regular workday after the assignment.

Employees will receive a minimum of one (1) weeks' notice prior to scheduling or cancelling any regular standby. Regular standby will be for a minimum of seventy-two (72) hours. Employees on standby must respond within ten (10) minutes of receiving a message. If required, the employee must leave for work within thirty (30) minutes of the call. Employees on regular standby are compensated at the rate of one (1) hour at their base hourly rate of pay for each eight (8) hours on standby.

8. Emergency Standby Pay

Employees may be assigned to emergency standby due to unanticipated operational incidents and emergencies that require and immediate response. Employees on emergency standby must respond within ten (10) minutes of receiving a message. If required, the employee must leave for work within thirty (30) minutes of the call. Employees on emergency standby are compensated at the rate of one (1) hour at their base hourly rate of pay for each four (4) hours of standby.

9. Fatigue Time Pay

An employee receives fatigue time pay if they 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.

If the termination of the employee's overtime shift is prior to the normal beginning of their regular shift, the balance of the employee's work day would be paid as fatigue time at the straight time rate of pay for those hours not worked due to fatigue. An employee who is eligible for fatigue time pay will have a minimum of eight (8) hours off work between the time that they go home and when they report back to work. After the eight (8) hour rest period, the employee will report to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday or compensatory time in lieu of returning to work to complete the remaining hours of the day's regular shift. Fatigue time is taken at the beginning of the next regularly scheduled shift and is calculated using the formula below.

Fatigue time is calculated as follows:

1. Subtract the ending time of overtime from the beginning time of the next regular shift.
2. Subtract that figure from eight (8) hours, less the lunch period, if fatigue time occurs during the employee's regular unpaid lunch period.
3. The difference is the fatigue time due to the employee.

If the termination of the employee's overtime shift occurs after the normal beginning of their regular shift, the employee will receive fatigue time pay at the straight time rate of pay in an amount equivalent to eight (8) hours or the hours remaining in their regular shift, whichever is less. An employee who is relieved of their duties due to fatigue will have a minimum of eight (8) hours off work between the time that they go home and when they report back to work. If, after the eight (8) hour rest period, there are work hours remaining on the employee's regular shift, the employee will report to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday or compensatory time in lieu of returning to work to complete the remaining hours of the days' regular shift.

Employees do not receive fatigue time pay if:

1. Overtime is completed more than eight (8) hours prior to the start of their next

- regularly scheduled shift, or
- 2. Employee is called out within four (4) hours of the start of their next regularly scheduled shift.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

10.Meal Allowance

An employee who works four (4) or more continuous approved overtime hours contiguous to their regularly scheduled shift will be reimbursed up to twenty-two dollars (\$22.00) for the purchase of a meal (including delivery & gratuities).

Article 7 - Health and Wellness

1. Medical Coverage

Medical Insurance – The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Program.

Effective January 1, 2023, the District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit are equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit

Note 3: The total benefit is equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium.

Employee contributions are bi-weekly for the first two pay periods of the month and are pre-tax.

Employees must enroll in the District’s sponsored dental plan.

Medical Stipend – Employees who as of December 31, 2022, are not on Kaiser will receive an additional \$375.00 per month towards the purchase of medical insurance for

2023, and \$125.00 a month in 2024. Classifications that receive an increase of \$375.00 or greater as a result of the 2022 salary survey will not be eligible for this medical stipend.

2. Vision Coverage

The District provides employees with a group vision care plan covering the employee, spouse and eligible dependents.

3. Dental Coverage

The District's dental plan covers the employee, spouse, and eligible dependents.

4. Life Insurance

The District provides employees with a life insurance policy in the amount of their annual salary on January 1.

5. Long Term Disability Insurance

The District provides employees with Long Term Disability (LTD) insurance.

6. Employee Assistance Program

The District provides employees with an Employee Assistance Program (EAP).

7. Vaccinations and Immunizations

The District pays for all District required vaccinations and immunizations of employees.

8. Salary Continuation Program

The District offers a short term (6-month maximum, or until eligible for LTD insurance coverage) Salary Continuation Program in the event of an employee's accepted work-related injury or illness. This benefit, funded through the District's Workers' Compensation Insurance dividend program, is subject to the maximum established by the Board of Directors and availability of funds. The District furnishes Local One with a quarterly revenue, expenditure and fund balance report.

9. Medical in-Lieu

Effective January 1, 2023, the District no longer offers medical in-lieu, however, any employee receiving medical in-lieu prior to January 1, 2023, continues to receive one hundred eighty-five dollars (\$185.00) per pay period in lieu of medical insurance. If at any time the employee enrolls in District medical insurance, they will no longer be eligible for medical in-lieu.

10. Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to

assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

11. Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

Article 8 - Catastrophic Leave Donations

Employees who have exhausted all paid leaves may request catastrophic leave donations through the District for a serious illness or injury to the employee or the employee's spouse or child. Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

1. Eligibility

To be eligible for this benefit, the receiving employee must: (1) Be a regular full-time employee who has passed their initial District probationary period, (2) Have sustained a serious illness, or injury, to the employee or employee's spouse or child which requires confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be unable to return to work for at least (30) calendar days from the date of injury, and (5) Have applied for a Leave of Absence Without Pay for medical reasons if it affects the employee.

2. Donations

Employees who meet the eligibility requirements may request that the District solicit catastrophic leave donations from employees. The District will send the request for donations upon request, but no earlier than one week prior to the exhaustion of their paid leaves.

Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed their initial District probationary period. The total amount of time donated to one employee by another employee may not exceed eighty (80) hours per year.

Donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from District service.

In accordance with IRS Ruling 90-20, leave donated is not considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

3. Benefit

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave bank on an hour-for-hour basis and is paid at the rate of pay of the receiving employee. While an employee is on leave using donated hours, the employee may not accrue vacation or sick leave. The total leave received by an employee will not exceed six (6) months.

Article 9 - Retirement

1. Retiree Benefits

The District contracts with California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

Employees hired before July 1, 2012, these employees receive a retirement benefit of 2.7% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay 100% of their eight percent (8%) employee member contribution on a pre-tax basis.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees receive a retirement benefit of 2% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay 100% of their seven percent (7%) employee member contribution on a pre-tax basis.

Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees receive a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

2. Optional Benefits

CalPERS Retirement plans have the following optional benefits:

- Social Security Coverage
- Sick Leave Service Credit
- Standard Non-Industrial Disability
- Pre-Retirement Death Benefit Optional Settlement 2
- Post-Retirement Death Benefits \$500 Lump Sum
- 3% Retiree COLA

3. Retiree Medical

Retirees must enroll in a Medicare supplemental insurance plan through CalPERS when they become eligible. CalPERS requires that employees pay their Social Security premium for Medicare Part B coverage to remain enrolled in a CalPERS Medicare health plan.

Employees hired before January 1, 2009, who retire after January 1, 2022

The District reimburses retirees who completed fifteen (15) years of service with the District for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at either the employee only, employee plus one, employee plus two premium minus the District's CalPERS PEMCHA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's Other Post-Employment Benefits (OPEB) fund.

Employees hired after December 31, 2008, who retired before July 1, 2022

The District reimburses retirees based on the 22893 schedule for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at either the employee only, employee plus one, or employee plus two premium minus the District's PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees who qualified under this section even beyond the term of this MOU.

Employees hired between December 31, 2008, and October 16, 2022

The District reimburses retirees an amount equal to what the employee would qualify for under 22893, minus the minimum equal contribution as established annually by CalPERS. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the Districts OPEB fund.

Employees after October 15, 2022

These employees receive retiree health contributions established in Section 6.1 Medical Coverage.

4. MissionSquare

The District provides employees a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from District employment per the requirements of the plan. The District pays the administrative fees as charged by the plan. Local One may set or adjust the employee contribution amount annually by November 15, to be effective the first full pay period in January of the following year, employee contributions will be listed in Appendix B. The District contributes as follows:

For employees hired before January 1, 2009, the District contributes fifteen dollars (\$15.00) per pay period into their MissionSquare Account.

For employees hired between December 31, 2008, and October 16, 2022, the District contributes four hundred dollars (\$400.00) per pay period into their MissionSquare Account.

For employees hired after October 15, 2022, the District contributes one hundred dollars (\$100.00) per pay period into their MissionSquare Account.

Article 10 - Leaves

1. Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service. Upon hire, the General Manager may consider previous employment to establish the initial accrual of vacation time. Regular part-time employees receive a pro-rated vacation based on their full-time equivalency. Vacation is accrued bi-weekly in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual (hours)</u>
0 through 3	3.077
Beginning 4 th through 5 th	4.615
Beginning 6 th through 7 th	4.923
Beginning 8 th through 9 th	5.231
Beginning 10 th through 11 th	5.538
Beginning 12 th through 13 th	5.849
Beginning 14 th through 15 th	6.154
Beginning 16 th	6.462
Beginning 17 th	6.769
Beginning 18 th	7.077
Beginning 19 th	7.385
Beginning 20 th and beyond	7.692

The maximum annual carryover is 400 hours. Any hours earned in excess is paid out in the last paycheck of the calendar year.

2. Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, the employee may apply for "emergency vacation" leave. It will be at the discretion of the Division Manager/Supervisor to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in. Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related may qualify the individual for emergency vacation.

3. Holidays

The District recognizes the following eleven (11) holidays. Full-time employees receive eight (8) hours of pay per holiday.

New Year's Day	President's Day
Martin Luther King Jr.'s Birthday	Memorial Day
Independence Day	Labor Day
Indigenous People's Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Regular part-time employees receive a pro-rated holiday pay based on their full-time equivalency.

Employees who work on a District recognized holiday receive overtime in addition to the paid holiday.

If the holiday falls on a Saturday, then the holiday is observed on the preceding Friday. If the holiday falls on a Sunday, then the holiday is observed on the following Monday.

Employees receive twenty-four (24) hours of floating holiday annually on July 1 (Pro-rate). Floating holidays must be used each fiscal year or they are forfeited.

4. Sick Leave

Employees earn 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year. Part-time employees scheduled to work twenty (20) hours or more per week accrue sick leave on a pro-rated basis. Upon retirement, unused sick leave is credited toward service time on an hour for hour basis.

5. Sick Leave Buy Back

Employees may sell back sick leave hours exceeding forty (40) hours in the year that it was accrued to a maximum sell back of forty (40) hours of sick leave per year. Sick leave sell back will be paid out in the final paycheck of the year.

6. Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee's immediate supervisor or higher level manager, the Human Resources and Risk Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of normal duties. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District will require the disabled employee to provide the Human Resources and Risk Manager with the treating physician's statement of work restriction(s) or a status report specifying the employee's anticipated date of return to modified or full duty.

The Human Resources and Risk Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. The General Manager or designee is the sole judge of what constitutes reasonable accommodation for modified duty based on a case by case evaluation of such factors as the nature of the employee's disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee is compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District reserves the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation to modified duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse, or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

7. Medical Provider's Release

If absence due to illness or injury exceeds three (3) scheduled working days, the District may, through the Human Resources Division, require a medical provider release upon the employee's return to work, however, the District may, after consultation with the employee and with advance written notice, require a medical provider's release to return to work for any sick leave time taken.

In cases, where the District has cause to believe it would be in the employee's best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee's treating physician or the District's Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical provider for a period of five (5) calendar days to allow for the return of the Functional Capabilities Evaluation form.

8. Jury Duty

An employee who is subpoenaed for District related activities to appear in court on matters that they are not a party or is summoned for jury duty during working hours will receive a leave of absence with pay for such time, provided that the employee reports to work on days the employee is released from service at a time when it is feasible to report to work. Employees who receive a subpoena or jury summons must notify their supervisor within five (5) calendar days of receiving the notice.

The employee must submit to their immediate supervisor a completed leave request form,

with appropriate documentation that indicates the anticipated days required for attendance. A copy of the leave request form must be attached to the employee's time sheet for payment.

9. Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive a bereavement leave with pay not to exceed twenty-four (24) hours.

Immediate family includes the employee's spouse or registered domestic partner, child (step/foster), parents (step), mother-in-law, father-in-law, siblings (step), grandparents (step), and grandchildren (step/foster).

Employees must secure verbal approval from the immediate supervisor prior to the requested leave and must submit a leave request form, for approval, prior to the requested leave date(s), or within three (3) working days following the employee's return to work. A copy of the approved leave request must be attached to the employee's time sheet for payment.

With approval of the supervisor or higher-level manager, vacation, administrative leave, compensatory leave, or time off without pay may be used to attend the funeral of other family members or close friends.

10. Administrative Leave

Exempt employees will receive forty (40) hours of Administrative Leave annually on July 1. Administrative Leave not used during the fiscal year will be forfeited.

11. Sick Leave Reinstatement

Employees who are rehired with the District within one (1) year of separation will have their sick leave balances restored.

Article 11 - Miscellaneous

1. Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree or certificate program may receive tuition reimbursement up to three thousand dollars (\$3,000.00) per fiscal year. Tuition reimbursement may only be used towards approved degrees or programs; the list of approved programs is maintained on the District's intranet. Tuition reimbursement may be used to cover the cost of tuition, fees, parking, supplies, and books. An employee must receive a letter grade of "C" or better, or pass if taken as pass/fail to be eligible for reimbursement.

Employees who wish to participate in the District's tuition reimbursement program must submit a proposed education plan signed by their college counselor to the Human Resources and Risk Manager for approval prior to enrollment.

Local One may submit degrees or certificate programs for consideration to the Human Resources and Risk Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline and curriculum of the degree or program, all required classes, and an explanation of the benefit to the District. Local one will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

2. Certificate Renewal

Employees will be reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved course reviews, application fees, and renewal certification costs provided the employee successfully passes the examination. Employees must receive prior approval from the Department Director to receive reimbursement. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

3. Uniforms

The District furnishes work uniforms and laundering service for operating, maintenance, and collection systems personnel. Employees issued uniforms are required to wear them during working hours. The District reports nine dollars and fifty-eight cents (\$9.58) per pay period to CalPERS as the value of providing these uniforms.

4. Safety Glasses

Standard safety eyeglasses are provided to employees (one (1) pair per fiscal year maximum). Employees will only be reimbursed for the cost of safety prescription lenses and frames up to two hundred and seventy-five dollars (\$275.00). Safety glasses must be compliant with ANSI Z87.1-2015. The District will replace safety glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

5. Safety Shoes

The District provides employees upon hire and annually on July 1, a voucher from a District approved vendor for \$250.00 for the purchase of safety shoes.

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, will receive a matching contribution up to four percent (4.0%) into their 457(b) plan or 401(a) plan.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS will receive a matching contribution up to four percent (4.0%) plus an actuarially calculated additional Applicable Percentage contribution to their 401(a) plan. Applicable Percentage means the difference between the Total Employer Normal Cost percentages for each fiscal year for the 2.5% at age 55 and the 2.0% at age 55 formula, as actuarially determined annually by CalPERS. The

Applicable Percentage will take effect annually on the first full pay period of the fiscal year.

Employees hired after December 31, 2012, without reciprocity recognized under CalPERS will receive a matching contribution equal to 50% of their CalPERS employee member contribution, not to exceed four percent (4.0%) into their 401(a) plan.

Article 13 - Personnel Files

An employee or representative, on presentation of written authorization from the employee, will have access to the employee's personnel file on request. The District will furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning that is placed in the employee's personnel file may submit a written response within thirty (30) calendar days and have such response placed in the employee's personnel file.

Counselling memorandums and written reprimands will be removed from the employee's personnel file three (3) years following the issuance, providing there has been no reoccurrence of discipline.

Article 14 - Disciplinary Procedure

1. Employee Representation

Employees may have a representative present at all states of the disciplinary process if the representative is not a party to the action.

2. Progressive Discipline

The District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Written Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Employment Termination

3. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Possession, distribution, sale, use, or where performance of duties is impaired by alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
- Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
- Falsifying, making erroneous entries or material omissions on District records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Willful destruction, damage and/or misuse of property of the District, another employee, or a District visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
- Violation of established District codes, policies, procedures, rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled workdays.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

4. Notice

The employee and the employee's representative will be given written notice of proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid

suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare Notice of Discipline including the facts, the discipline imposed and describe the employee's appeal right.

5. Appeal

An employee or their representative may appeal reductions in pay, unpaid suspensions, demotions, or termination to an Administrative Law Judge by notifying the Human Resources and Risk Manager within ten (10) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

The California Office of Administrative Hearings will assign the Administrative Law Judge. The cost of the Administrative Law Judge will be shared equally between the District and Local One.

6. Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notifying the employee about the time and place of the hearing, and notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

Should an Administrative Law Judge require a court reporter; the District and Local One share the cost equally. The transcript of the hearing is a record of the proceedings for the purpose of any future judicial review.

7. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager will either accept or reject the Administrative Law Judge's decision and provide the employee and their representative the decision within ten (10) calendar days. The General Manager's decision is final.

Article 15 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

1. Definitions

A grievance is a complaint of one or more employees or a dispute between Local One and the District involving the interpretation, application, or enforcement of the express terms of this Agreement.

A grievant is one (1) or more employees or Local one who submits a grievance.

Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters are governed by the disciplinary procedures set forth in this Agreement.

The written grievance will include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested.
- c. The grievance form must be signed and dated by the grievant.

2. Grievance Procedure Steps

Step 1

Within fifteen (15) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant will file a formal written grievance with the employee's manager or designee. Within fifteen (15) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance the manager or designee will provide the grievant a written response.

Step 2

If the grievant is not satisfied with the step one response, the grievant may, within fifteen (15) calendar days file a written appeal to their Department Director. Within fifteen (15) calendar days of the receipt of the grievance, the Department Director will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance, the Department Director will provide the grievant a written response.

Step 3

If the grievant is not satisfied with the step two response, Local One may, within fifteen (15) calendar days' file and appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. The parties may agree on an arbitrator, if they are unable to do so the Human Resources and Risk Manager will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1)

arbitrator remains, the moving party strikes first.

3. Conduct of the Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Memorandum of Understanding, any District ordinance or resolution, or any State or Federal law or regulation.

4. Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and Local One. Should an Arbitrator require a court reporter, the parties share the cost equally. The transcript of the hearing is a record of the proceedings for the purpose of any future judicial review.

5. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written advisory decision to the parties. The Arbitrator's decision is final.

Article 16 - Layoffs

1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the District and/or Board of Directors deems sufficient for abolishing the position(s).

2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that is reduced. Layoffs are determined by classification seniority, which is defined by time in class plus higher class within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) will be sent to the last mailing address as furnished by the laid off employee. This recall notice must be by certified mail and the employee has twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees are required to report to work within twenty-eight (28) days of the postmark date on the recall notice. Notices will also be sent via email to the employee's last known email address, and as a courtesy via email to the Professional and Technical Representation Bargaining Unit Chair. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. Employees are allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 17 - Probationary Period

New employees serve a probationary period of twelve (12) months. Employees promoted to a new position serve a six (6) month probationary period. The release from probation is not subject to appeal.

Article 18 - No Strike – No Lockout

The purpose of this Article is to ensure that the Health and Safety of the public are not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee will take part in or call any strike, work slowdown, stoppage, or concerted interruption, or impeding of work. No officer or representative of Local One will authorize, approve, or sanction such activities. Local One is not liable for damages or violation by the employees of this Section if Local One does not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, Local One promptly uses its best efforts to terminate the activity.

There will be no lockout by the employer during the life of this MOU.

Article 19 - Savings Clause

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, the remainder of this MOU is not affected and remains in full force and effect. In the event of invalidation of any provision of this MOU, the parties will enter into negotiation through the Meet and Confer process, for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 20 - Totality of Agreement

The Delta Diablo Retiree Health Funding Plan, effective July 1, 2010, as amended by this MOU will remain in effect.

Article 21 - Term

This MOU is effective on October 16, 2022, and all remain in full force and effect until June 30, 2025. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied and may only be changed by mutual written agreement.

Date: _____

Date: _____

Delta Diablo

Local One – P&T

Monica Wilson
Chair, Board of Directors

Ron Slaven
Local One – Business Agent

Michael W. Jarvis,
Liebert Cassidy Whitmore

Nick Steiner
Chair

Vince De Lange
General Manager

Celia Kitchell
Vice-Chair

Brian Thomas
Acting Business Services Director

Appendix A – Represented Job Classifications

Account Clerk I	Engineering Technician
Account Clerk II	Environmental Compliance Specialist I
Accountant	Environmental Compliance Specialist II
Accounting Technician	Human Resources Assistant
Administrative Assistant I	Junior Engineer
Administrative Assistant II	Laboratory Technician
Administrative Assistant III	Maintenance Supervisor
Assistant Engineer	Operations Supervisor
Associate Engineer	Program Analyst I
Buyer	Program Analyst II
Chemist I	Program Analyst III
Chemist II	Purchasing Supervisor
Chemist III	Recycled Water Program Coordinator
Computer Analyst	Senior Administrative Assistant/Records Specialist
Construction Inspector	

DRAFT

Appendix B: MissionSquare Employee Contributions

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DIABLO
AND
MANAGEMENT ASSOCIATION**



October 16, 2022 through June 30, 2026

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Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District), and the Management Association (MA).

Article 1 - Recognition

The District recognizes MA as the exclusive representative for employees in the classifications listed in Appendix A. The MA has three (3) types of employment status: Probationary, Regular Full Time, and Regular Part Time.

Article 2 - Association Rights

2.1. Unit Representation

The MA will provide the District with the names of all officers immediately after designation.

The MA may designate a member to serve as the Unit's Safety Representative of the District's facilities. Further, the MA and the District agree to cooperate in the implementation and enforcement of all safety rules and regulations per state and federal requirements.

The officers of the MA, in addition to their regularly assigned duties, shall be allowed to conduct MA business with the District and/or employees covered in all matters relating to this MOU, providing such activities do not interrupt nor interfere with the work of the officers, other employees, or the District.

MA general meetings are limited to no more than one (1) meeting per each three (3) month period in non-negotiating years and to no more than one (1) per month on District time during years when a new Memorandum of Understanding is being negotiated. All meeting times shall be approved by the General Manager or designee at least 72 hours before the starting time and shall not interrupt nor interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.

The MA officers shall limit their meeting time during non-negotiating years to four (4) meetings per year with the understanding that should an issue arise that requires officer level discussion, that with sufficient advance notice, the District shall make every effort to allow the scheduling of an MA officer meeting. During MOU negotiating years, the officers shall be allowed to meet once per month, with advance scheduling approval and with a one (1) hour District time limit.

2.2. Dues

Upon certification from MA that an employee has signed an authorization for the deduction of dues, the District shall make payroll deductions in an amount to be determined by MA and communicated to the District annually. The District shall promptly

remit deductions to MA. Employee requests to cancel membership dues deductions must be directed to MA. Upon notification from MA that an employee has canceled membership dues, the District shall promptly cease deductions from the employee's paycheck. MA shall hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

2.3. Notice Regarding Classification Changes

The District provides notice to MA regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). MA has fifteen (15) days to request a meet and confer. The District will endeavor to provide notice to MA prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

2.4. Vacant Job Postings

Vacant job postings are distributed to all employees through District email to allow employees the opportunity to apply for the posted vacancy.

2.5. No Strike – No Lockout

The purpose of this section is to ensure that the health and safety of the public are not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee shall take part in or call any strike, work slowdown, stoppage, or concerted interruption, or impeding of work. No officer or representative of the MA shall authorize, approve, or sanction such activities. The MA shall not be liable for damages or violation by the employees of this Section if the MA does not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, the MA promptly uses its best efforts to terminate the activity.

There will be no lockout by the employer during the life of this MOU.

Article 3 - Management Rights

The MA recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

The District may make unilateral changes that do not conflict with the express terms of this MOU. As a courtesy, the District will submit such changes in writing to the MA for comment prior to implementation.

Article 4 - Wages

4.1. Salary Schedule

The salary schedule consists of five (5) steps with five percent (5%) between steps.

4.2. Step Advancement

Employees automatically receive a step advancement until they reach the top step of their salary schedule unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to “does not meet expectations” or “needs improvement”.

4.3. Salary Continuation Program

The District offers a short term (6-month maximum, or until eligible for Long Term Disability (LTD) insurance coverage) Salary Continuation Program in the event of an employee’s work-related injury or illness. This benefit, funded through the District Worker’s Compensation Insurance dividend program, is subject to the maximum established by the Board of Directors and availability of funds. The District will furnish the MA with a quarterly revenue, expenditure and fund balance report.

4.4. Salary Increases

Effective July 11, 2021, all classifications will be increased by four and one tenth percent (4.1%).

Effective July 10, 2022, all classifications will be increased by five percent (5.0%).

Effective the first full pay period after July 1, 2023, all classifications will be increased from 2.00% up to 5.00% across the board, based on the April to April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2024, all classifications will be increased from 2.00% up to 5.00% across the board, based on the April to April movement of the CPI for the prior year. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2025, all classifications will be increased from 2.00% up to 5.00% across the board, based on the April to April movement of the CPI for the prior year. The applicable CPI shall be the San Francisco/Bay Area, Wage Earners 1984=100.

4.5. Salary Survey

Upon completion of the 2022 salary survey, the parties shall meet regarding the implementation of the survey. Any change must be by mutual agreement and would take effect the pay period including January 1, 2023.

Salary Survey – The Salary Survey shall include the following Comparable Agencies: Central Contra Costa Sanitary District, Oro Loma Sanitary District, Castro Valley Sanitary District, East Bay Municipal Utility District, Union Sanitary District, Delta Diablo, Dublin San Ramon Services District, and West County Wastewater District; and shall use the following compensation data: Top Step Salary, Education Benefits (maximum), Certificate Pay (maximum), Longevity Pay (maximum), Uniform and Car Allowances, Health Benefits (employer's maximum contribution towards family medical, dental, & vision) for 2022 the District's contribution towards Kaiser will be used, Employer Deferred Compensation Contribution, Employer Social Security Contribution, and employee pickup of employer pension costs using the Public Employees' Pension Reform Act (PEPRA) retirement tier. The Salary Survey shall use an effective date of January 1, 2023.

4.6. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the full duties of a higher classification (temporary upgrade pay) shall receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%) not to exceed the top step of the salary schedule.

4.7. Supervisor Premium

Employees who are routinely and consistently assigned by the Department Director to supervise in the absence of their immediate supervisor will receive supervisor premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor.

4.8. Out of Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked.

4.9. Work Periods

The District establishes working hours which are consistent with the operating requirements and responsibilities of the various divisions. Other work shifts, alternative work schedules, flextime, days, hours and periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. If the job requires a change of clothing or uniform, employees must arrive early enough to change before work begins. Employees are required to be at their assigned work location at their designated starting time.

An employee's regular work schedule shall not be changed without seven (7) calendar days' prior notice.

A workday in relation to holidays, floating holidays, bereavement, military, jury duty and other authorized leaves are defined as eight-hour periods, and shall be credited at an hour per hour basis for each day allowed.

Article 5 - Leaves

5.1. Holidays

The District recognizes the following eleven (11) holidays. Full-time employees receive eight (8) hours of pay per holiday.

- New Year's Day
- President's Day
- Martin Luther King Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Regular part-time employees receive a pro-rated holiday pay based on their full-time equivalency.

If the holiday falls on a Saturday then the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday then the holiday shall be observed on the following Monday.

Employees will receive twenty-four (24) hours of floating holiday annually on July 1. Floating holidays must be used each fiscal year or they are forfeited.

A floating holiday request shall be submitted a minimum of three (3) working days prior to the date requested and shall have written approval of the appropriate Division Manager or Department Director. Approval shall be based on seniority as follows: time in service; time in class. The Division Manager or Department Director may approve leave with less notice at their discretion.

5.2. Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service, unless approved by the General Manager. Regular part-time employees accrue pro-rated vacation based on their full-time equivalency. Upon hire the

General Manager may consider previous employment to establish the initial accrual of vacation time. Vacation is accrued biweekly in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual (hours)</u>
0 through 3	3.077
Beginning 4th through 5th	4.615
Beginning 6th through 7th	4.923
Beginning 8th through 9th	5.231
Beginning 10th through 11th	5.538
Beginning 12th through 13th	5.846
Beginning 14th through 15th	6.154
Beginning 16th	6.462
Beginning 17th	6.769
Beginning 18th	7.077
Beginning 19th	7.385
Beginning 20th and beyond	7.692

The maximum annual carryover is 400 hours. Any hours earned in excess shall be paid out in the last pay period in the calendar year.

5.3. Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, an employee may apply for “emergency vacation.” It will be at the discretion of the Department Director to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in. Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related may qualify the individual for emergency vacation.

5.4. Jury Duty

An employee who is subpoenaed for District related activities to appear in court on matters to which they are not a party or is summoned for jury duty during working hours shall receive a leave of absence with pay for such time, provided that the employee reports to work on any day(s) the employee is released from service at a time when it is feasible to report to work. Employees who receive a jury summons shall notify their supervisor at least two (2) weeks prior to the date of service. Employees who receive a subpoena shall notify their supervisory as soon as practical.

The employee shall provide their immediate supervisor appropriate documentation that indicates the anticipated day(s) required for attendance, and proof of attendance.

5.5. Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive bereavement leave with pay not to exceed twenty-four (24) hours.

Immediate family includes the employee's spouse or registered domestic partner, child (step/foster), parents (step), mother-in-law, father-in-law, siblings (step), grandparents (step), and grandchildren (step/foster).

With approval of the immediate supervisor, vacation, administrative leave, compensatory leave, or time off without pay may be used to attend the funeral of family members and close friends.

5.6. Administrative Leave

Employees shall receive forty (40) hours of Administrative Leave annually on July 1 (Pro Rata). Administrative Leave not used during the fiscal year shall be forfeited.

5.7. Sick Leave

Employees earn 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year. Part-time employees scheduled to work twenty (20) hours or more per week accrue sick leave on a pro-rated basis. Upon retirement, unused sick leave is credited toward service time on an hour for hour basis.

5.8. Sick Leave Buy Back

Employees may sell back sick leave hours exceeding forty (40) hours in the year that it was accrued to a maximum sell back of forty (40) hours of sick leave per year. Sick leave sell back will be paid out in the final paycheck of the year.

5.9. Medical Provider's Release

If absence due to illness or injury exceeds three (3) consecutive scheduled working days, the District may, through the Human Resources Office, require a medical provider's release upon the employee's return to work, however, the District may, after consultation with the employee and with advance written notice, require a medical provider's release to return to work for any sick leave time taken.

In cases where the District has cause to believe it would be in the employee's best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee's treating physician or the District's Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical provider for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

5.10. Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee's immediate supervisor or higher level manager, the Human Resources Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of normal duties. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District will require the disabled employee to provide the Human Resources Manager with the treating physician's statement of work restriction(s) or a status report specifying the employee's anticipated date of return to modified or full duty.

The Human Resources Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. The General Manager or designee shall be the sole judge of what constitutes reasonable accommodation for modified duty based on a case by case evaluation of such factors as the nature of the employee's disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability, and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee shall be compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District reserves the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation on modified duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse, or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

5.11. Sick Leave upon Reinstatement

Employees who are rehired with the District within one (1) year of separation shall have their sick leave balances restored.

Article 6 - Health and Wellness

6.1. Medical Coverage

Medical Insurance – The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the California Public Employees' Retirement System (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA).

Effective January 1, 2023, the District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit will be equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium.

Employee contributions are on a pre-tax basis.

Employees must enroll in the District’s sponsored dental plan.

Medical Stipend – Employees who as of December 31, 2022, are on a medical plan with a premium greater than the Kaiser premium will receive an additional \$375.00 per month towards the purchase of medical insurance for 2023, and \$125.00 a month in 2024. Classifications that receive an increase of \$375.00 or greater as a result of the 2022 Salary Survey will not be eligible for this medical stipend.

6.2. Vision Insurance

The District provides employees with a group vision care plan covering the employee, spouse, and eligible dependents.

6.3. Dental Insurance

The District’s dental plan covers the employee, spouse, and eligible dependents.

6.4. Life Insurance

The District provides employees with a life insurance policy in the amount of their annual salary on January 1.

6.5. Long Term Disability Insurance

The District provides employees with Long Term Disability (LTD) insurance.

6.6. Employee Assistance Program (EAP)

The District provides employees with an Employee Assistance Program (EAP).

6.7. Medical in-Lieu

Effective January 1, 2023, the District no longer offers medical-in-lieu, however, any employee receiving medical in-lieu prior to January 1, 2023, shall continue to receive one hundred eighty-five dollars (\$185.00) per pay period in lieu of medical insurance. If at any time the employee enrolls in District medical insurance, they will no longer be eligible for medical in-lieu.

6.8. Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

6.9. Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

6.10. Vaccines and Immunizations

The District pays for all District required vaccines and immunizations of employees.

Article 7 - Retirement

7.1. Retiree Benefits

The District contracts with California Public Employees Retirement System (CalPERS) for retirement benefits as follows:

1. Employees hired before July 1, 2012: These employees are provided a retirement benefit of 2.7% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees shall pay 100% of their eight percent (8%) employee member contribution on a pre-tax basis.
2. Employees hired after June 30, 2012 and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees shall pay 100% of their seven percent (7%) employee member contribution on a pre-tax basis.
3. Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees shall pay one half the total normal cost (PEPRA Member Contribution Rate) as determined annually by CalPERS on a pre-tax basis.

7.2. CalPERS Retirement Benefits

All retirement plans have the following optional CalPERS retirement benefits:

- a. Social Security Coverage
- b. Sick Leave Service Credit
- c. Standard Non-Industrial Disability
- d. Pre-Retirement Death Benefit Optional Settlement 2
- e. Post-Retirement Death Benefits \$500.00 Lump Sum
- f. 3% Retiree COLA

7.3. Retiree Medical

The retiree must enroll in a Medicare supplemental insurance plan through CalPERS when they become eligible. CalPERS requires that employees pay their Social Security premium for Medical Part B coverage to remain enrolled in a CalPERS Medicare health plan.

Employees hired before January 1, 2009 who retire after January 1, 2022

The District reimburse these retirees who completed fifteen (15) years of service with the District for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at either the employee only, employee plus one, employee plus two premium minus the District's CalPERS PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees will pay three percent (3%) into the Districts Other Post-Employment Benefits (OPEB) fund.

Employees hired after December 31, 2008 who retired before July 1, 2022

The District reimburses these retirees based on the 22893 schedule for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at either the employee only, employee plus one, employee plus two premium minus the District's PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees who qualified under this section even beyond the term of this MOU.

Employees hired between December 31, 2008 and October 16, 2022

The District reimburses these retirees an amount equal to what the employee would qualify for under 22893, minus the PEMHCA minimum contribution as established annually by CalPERS. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even

beyond the term of this MOU. These employees will pay three percent (3%) into the Districts OPEB fund.

Employees hired after October 15, 2022

These employees receive retiree health contributions established in Section 6.1 Medical Coverage.

7.4. MissionSquare

The District provides employees a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from District employment per the requirements of the plan. The District shall pay the administrative fees as charged by the plan. The Union may set or adjust the employee contribution amount annually by November 15, to be effective the first full pay period in January of the following year, employee contributions will be listed in Appendix B. The District shall make contributions as follows:

- A. For employees hired before January 1, 2009, the District contributes fifteen dollars (\$15.00) per pay period into their MissionSquare Account.
- B. For employees hired between December 31, 2008, and October 16, 2022, the District contributes four hundred dollars (\$400.00) per pay period into their MissionSquare Account.
- C. For employees hired after October 15, 2022, the District contributes one hundred dollars (\$100.00) per pay period into their MissionSquare Account.

Article 8 - Catastrophic Leave Donations

Employees who have exhausted all paid leaves may request catastrophic leave donations through the District for a serious illness or injury to the employee or the employee's spouse or child. Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

8.1. Eligibility

To be eligible for this benefit, the receiving employee must (1) Be a regular full-time employee who has passed their initial District probationary period, (2) Have sustained a serious illness or injury to themselves or their spouse or child which may require confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be unable to return to work for at least thirty (30) calendar days from the date of injury, and (5) Have applied for a leave of absence without pay for medical reasons if it affects the employee.

8.2. Donations

Employees who meet the eligibility requirements may request that the District solicit catastrophic leave donations from employees. The District will send the request for donations upon request, but no earlier than one week prior to the exhaustion of their paid leaves.

Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed their initial District probationary period. The total amount of time donated to one employee by another employee shall not exceed eighty (80) hours per year.

Donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from District service.

In accordance with IRS Ruling 90-20, leave donated will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

8.3. Benefits

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave back on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. While an employee is on leave using donated hours, the employee may not accrue vacation or sick leave. The total leave received by an employee will not exceed six (6) months.

Article 9 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

9.1. Definitions

A grievance is a complaint of one or more employees or a dispute between the MA and the District involving the interpretation, application, or enforcement of the express terms of this MOU.

A grievant is one or more employees or the MA who submits a grievance

Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters will be governed by the disciplinary procedures set forth in this MOU.

The written grievance will include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this MOU.
- b. The remedy or correction requested.
- c. The grievance form shall be signed and dated by the grievant.

9.2. Grievance Steps

Step 1

Within fifteen (15) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance with the employee's manager or designee. Within fifteen (15) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance the manager or designee will provide the grievant a written response.

Step 2

If the grievant is not satisfied with the step one response, the grievant may, within fifteen (15) calendar days, file a written appeal to their Department Director. Within fifteen (15) calendar days of the receipt of the grievance, the Department Director will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance the Department Director will provide the grievant a written response.

Step 3

If the grievant is not satisfied with the step two response, the MA may, within fifteen (15) calendar days, file an appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. The parties may agree on an arbitrator, if they are unable to do so the Human Resources and Risk Manager will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains, the moving party shall strike first.

9.3. Conduct of the Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner.

Employees called as witnesses shall serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this MOU, any District ordinance or resolution, or any State or Federal law or regulation.

9.4. Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and MA. Should an Arbitrator require a court reporter, the parties shall share the cost equally. The transcript of the hearing shall become a record of the proceedings for the purpose of any future judicial review.

9.5. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the parties. The Arbitrator's decision shall be final.

Article 10 - Disciplinary Procedure

10.1. Employee Representation

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

10.2. Progressive Discipline

This District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Written Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Employment Termination

10.3. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Possession, distribution, sale, use, or where performance of duties is impaired by alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.

- Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
- Falsifying, making erroneous entries or material omissions on District records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Willful destruction, damage, and/or misuse of property of the District, another employee, or a District visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
- Violation of established District codes, policies, procedures, rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled work days.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the MOU.

10.4. Notice

The employee and the employee's representative will be given written notice of proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare Notice of Discipline including the facts, the discipline imposed and describe the employee's appeal right.

10.5. Appeal

An employee or their representative may appeal reductions in pay, unpaid suspensions, demotions, or termination to an Administrative Law Judge by notifying the Human Resources and Risk Manager within ten (10) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

The Administrative Law Judge will be assigned by the California Office of Administrative Hearings. The cost of the Administrative Law Judge will be shared equally between the District and the MA.

10.6. Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notifying the employee about the time and place of the hearing, and notifying the Administrative Law Judge of the nature of the proceeding.

Unless other stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses shall serve without loss of pay.

Should an Administrative Law Judge require a court reporter; the District and the MA shall share the cost equally. The transcript of the hearing shall become a record of the proceedings for the purpose of any future judicial review.

10.7. Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager shall either accept or reject Administrative Law Judge's decision and provide the employee and their representative the decision within ten (10) calendar days. The General Manager's decision shall be final.

Article 11 - Miscellaneous

11.1. Uniforms

The District furnishes work uniforms and laundering service for some MA positions. Employees issued uniforms are required to wear them during working hours. The District shall report nine dollars and fifty-eight cents (\$9.58) per pay period to CalPERS as the value of providing these uniforms.

11.2. Safety Prescription Eyeglasses

Employees will be reimbursed for the cost of one (1) pair of safety prescription lenses and frames up to a total of two hundred and seventy-five dollars (\$275.00) per fiscal year. Safety glasses must be compliant with ANSI Z87.1-2015. The District will replace glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

11.3. Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree or certificate program may receive tuition reimbursement up to three thousand five hundred dollars (\$3,500.00) per fiscal year. Employees may use any unspent funds from the prior fiscal year. Tuition reimbursement may only be used towards approved degrees or programs, the list of approved degrees and programs shall be maintained on the District's intranet. Tuition reimbursement may be used to cover the cost of tuition, fees, parking, supplies, and books. An employee must receive a letter grade of "C" or better, or pass if taken as pass/fail to be eligible for reimbursement

Employees who wish to participate in the District's tuition reimbursement program must submit a proposed education plan signed by their college counselor to the Human Resources and Risk Manager for approval prior to enrollment.

The MA may submit degrees or certificate programs for consideration to the Human Resources and Risk Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline and curriculum of the degree or program, all required classes, and an explanation of the benefit to the District. The MA will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

11.4. Certificate Renewal

Employees shall be reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved course reviews, application fees, and renewal certification costs provided the employee successfully passes the examination. Employees must receive prior approval from the Department Director to receive reimbursement. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

11.5. Vehicle Allowance

The Operations Manager, Maintenance Manager, Laboratory Manager, and Senior Engineer will receive a vehicle allowance of five hundred dollars (\$500.00) per month.

11.6. Safety Shoes

The District will provide employees upon hire and annually on July 1, a voucher from a District approved vendor for \$250.00 for the purchase of safety shoes.

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, will receive a matching contribution up to four percent (4.0%) into their 457(b) plan or 401(a) plan.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS will receive a matching contribution up to four percent (4.0%) plus an actuarially calculated additional Applicable Percentage contribution to their 401(a) plan. "Applicable Percentage" means the difference between the Total Employer Normal Cost percentages for each fiscal year for the 2.5% at age 55 and the 2.0% at age 55 formula, as actuarially determined annually by CalPERS. The Applicable Percentage will take effect annually on the first full pay period of the fiscal year.

Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS will receive a matching contribution equal to 50% of their CalPERS employee member contribution, not to exceed four percent (4.0%), into their 401(a) plan.

Article 13 - Probationary Period

New employees shall serve a probationary period of twelve (12) months. Employees promoted to a new position shall serve a six (6) month probationary period. The release from probation is not subject to appeal.

Article 14 - Personnel Files

An employee or representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning which is placed in the employee's personnel file may submit a written response within thirty (30) calendar days and have such response placed in the employee's personnel file.

Counseling memorandums and written reprimands will be removed from the employee's personnel file three (3) years following the issuance, providing there has been no reoccurrence of discipline.

Article 15 - Layoffs

15.1. Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another

position, or for such reason(s) that the District deems sufficient for abolishing the position(s).

15.2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) shall be accomplished by first determining the number of positions within each class that shall be reduced. Layoffs shall be determined by classification seniority, which is defined by time in class plus higher class within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

15.3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the last mailing address as furnished by the laid off employee. This recall notice shall be by certified mail and the employee shall have twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees shall be required to report to work within twenty-eight (28) days of the postmark date on the recall notice. Notices will also be sent via email to the employee's last known email address, and as a courtesy via email to the MA Chair. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. Employees shall be allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 16 - Savings Clause

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, the remainder of this MOU shall not be affected and shall remain in full force and effect. In the event of invalidation of any provision of this MOU, the parties shall enter into negotiation through the Meet and Confer process, within thirty (30) days or as soon as reasonably practical for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 17 - Totality of Agreement

The Delta Diablo Retiree Health Funding Plan, effective July 1, 2010, as amended by this MOU will remain in effect.

Article 18 - Term

The MOU is effective on October 16, 2022, and remains in full force and effect until June 30, 2026. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied, and may only be changed by mutual written agreement. The parties will endeavor to begin negotiations prior to April 1, 2025.

Date: _____

Delta Diablo

Monica Wilson
Chair, Board of Directors

Michael W. Jarvis
Liebert Cassidy Whitmore

Vince De Lange
General Manager

Brian Thomas
Acting Business Services Director

Date: _____

Management Association

Amanda Roa
Environmental Programs Manager

Joaquin Gonzalez
Operations Manager

DRAFT

Appendix A: Represented Job Classifications

Environmental Programs Manager

Finance Manager

Government Affairs Manager

Human Resources Analyst I

Human Resources Analyst II

Information Technology Manager

Laboratory Manager

Maintenance Manager

Operations Manager

Principal Engineer

Public Information Manager

Purchasing Manager

Safety Manager

Senior Accountant

Senior Engineer

Appendix B: MissionSquare Employee Contributions

DRAFT

**BEFORE THE BOARD OF DIRECTORS
OF DELTA DIABLO**

**Re: Approving Salary Schedules Incorporating)
Salary Steps as Provided for in Bargaining)
Unit Memoranda of Understanding)
Approved on October 12, 2022)**

RESOLUTION NO. 23/2022

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS HEREBY DETERMINED THAT:

WHEREAS, Delta Diablo has reached agreement on new Memoranda of Understanding (MOU) with the Local One AFSCME Council 57 for Professional & Technical (P&T) Representation Bargaining Unit and the Management Association (MA) bargaining unit; and

WHEREAS, the Unrepresented Managers' individual Employment Agreements provide for the same salary adjustments as the Management Association MOU; and

WHEREAS, the District and P&T/MA bargaining units negotiated converting existing salary schedules from ten steps with 2.5% salary increases between each step to five steps with 5.0% salary increases between each step, effective October 16, 2022; and

WHEREAS, the top step for each classification remains equal to the compensation rate adopted by the Board at its July 13, 2022 meeting; and

WHEREAS, employees who are currently at a salary schedule step that has been eliminated will be placed at the next highest salary schedule step; and

WHEREAS, updated Salary Schedules have been prepared to incorporate the five salary steps for P&T, MA, and Unrepresented Managers.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

1. The attached revised Fiscal Year 2022/2023 (FY22/23) salary schedules identifying the salaries for: Section II - Professional & Technical Bargaining Unit; Section III - Management Association Bargaining Unit; and Section IV - Unrepresented Managers, shall be as described in the schedules attached hereto and by reference made a part hereof.
2. The salaries as stated in this Resolution shall become effective October 16, 2022.

PASSED AND ADOPTED on October 12, 2022, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on October 12, 2022.

ATTEST: Federal Glover
Board Secretary

By: _____

Exhibit: Revised FY22/23 Salary Schedules for P&T, MA, Unrepresented Managers

DELTA DIABLO SALARY RANGES (Effective October 16, 2022)
Section II - Professional & Technical Bargaining Unit

RANGE	CLASSIFICATIONS	Monthly Salary at Step Level				
		A	B	C	D	E
P 109	Administrative Assistant I	\$5,691.69	\$5,976.27	\$6,275.08	\$6,588.84	\$6,918.28
P 117	Administrative Assistant II	\$6,260.84	\$6,573.89	\$6,902.58	\$7,247.71	\$7,610.09
P 118	Account Clerk I	\$6,360.13	\$6,678.13	\$7,012.04	\$7,362.64	\$7,730.77
P 126	Administrative Assistant III, Account Clerk II	\$6,996.11	\$7,345.92	\$7,713.21	\$8,098.88	\$8,503.82
P 128	Human Resources Assistant	\$6,922.48	\$7,268.61	\$7,632.04	\$8,013.64	\$8,414.32
P 129	Laboratory Technician	\$7,408.91	\$7,779.35	\$8,168.32	\$8,576.73	\$9,005.57
P 130	Sr. Admin. Asst./Records Specialist	\$7,695.75	\$8,080.54	\$8,484.57	\$8,908.80	\$9,354.23
P 135	Accounting Technician	\$7,695.96	\$8,080.76	\$8,484.80	\$8,909.04	\$9,354.49
P 141	Engineering Technician	\$8,053.66	\$8,456.34	\$8,879.16	\$9,323.12	\$9,789.28
P 143	Accountant	\$8,466.47	\$8,889.80	\$9,334.29	\$9,801.00	\$10,291.05
P 145	Chemist I, Environ. Compliance Specialist I	\$8,520.21	\$8,946.22	\$9,393.54	\$9,863.21	\$10,356.37
P 146	Junior Engineer	\$8,539.81	\$8,966.80	\$9,415.14	\$9,885.90	\$10,380.19
P 147	Program Analyst I	\$8,932.07	\$9,378.68	\$9,847.61	\$10,339.99	\$10,856.99
P 148	Construction Inspector	\$8,972.12	\$9,420.72	\$9,891.76	\$10,386.35	\$10,905.67
P 152	Chemist II, Environ. Compliance Specialist II	\$9,372.33	\$9,840.94	\$10,332.99	\$10,849.64	\$11,392.12
P 154	Computer Analyst, Program Analyst II	\$9,825.28	\$10,316.54	\$10,832.37	\$11,373.99	\$11,942.69
P 156	Chemist III	\$9,840.95	\$10,333.00	\$10,849.65	\$11,392.13	\$11,961.74
P 158	Purchasing Supervisor	\$9,869.33	\$10,362.80	\$10,880.94	\$11,424.99	\$11,996.23
P 160	Recycled Water Program Coordinator	\$9,947.79	\$10,445.18	\$10,967.44	\$11,515.81	\$12,091.60
P 164	Assistant Engineer	\$10,533.36	\$11,060.03	\$11,613.03	\$12,193.68	\$12,803.37
P 165	Program Analyst III	\$10,807.82	\$11,348.21	\$11,915.62	\$12,511.40	\$13,136.97
P 170	Operations Supervisor, Maintenance Supervisor	\$11,688.95	\$12,273.40	\$12,887.07	\$13,531.42	\$14,207.99
P 176	Associate Engineer	\$12,215.49	\$12,826.27	\$13,467.58	\$14,140.96	\$14,848.01

Approved: _____ Federal Glover, Board Secretary Date: _____

DELTA DIABLO SALARY RANGES (Effective October 16, 2022)
Section III - Management Association Bargaining Unit

RANGE	CLASSIFICATIONS	Monthly Salary at Step Level				
		A	B	C	D	E
M 152	Human Resources Analyst I	\$9,004.72	\$9,454.95	\$9,927.70	\$10,424.08	\$10,945.29
M 160	Human Resources Analyst II	\$9,905.17	\$10,400.43	\$10,920.45	\$11,466.47	\$12,039.79
M 165	Senior Accountant	\$10,509.33	\$11,034.79	\$11,586.53	\$12,165.86	\$12,774.15
M 168	Safety Manager; Purchasing Manager	\$10,918.36	\$11,464.28	\$12,037.49	\$12,639.37	\$13,271.34
M 176	Public Information Manager	\$12,107.82	\$12,713.21	\$13,348.87	\$14,016.31	\$14,717.13
M 178	Finance Manager	\$12,880.88	\$13,524.92	\$14,201.17	\$14,911.23	\$15,656.79
M 179	Environmental Programs Manager	\$13,031.49	\$13,683.06	\$14,367.22	\$15,085.58	\$15,839.86
M 180	Laboratory Manager	\$13,136.66	\$13,793.49	\$14,483.17	\$15,207.33	\$15,967.69
M 181	Information Technology Manager	\$13,137.33	\$13,794.19	\$14,483.90	\$15,208.10	\$15,968.50
M 182	Operations Manager; Maintenance Manager	\$14,114.42	\$14,820.15	\$15,561.15	\$16,339.21	\$17,156.17
M 188	Senior Engineer	\$14,750.85	\$15,488.39	\$16,262.81	\$17,075.95	\$17,929.75
M 198	Government Affairs Manager	\$14,897.92	\$15,642.82	\$16,424.96	\$17,246.20	\$18,108.51
M 200	Principal Engineer	\$16,019.31	\$16,820.28	\$17,661.29	\$18,544.35	\$19,471.57

Approved: _____ **Federal Glover, Board Secretary** **Date:** _____

DELTA DIABLO SALARY RANGES (Effective October 16, 2022)
Section IV - Unrepresented Managers

RANGE	CLASSIFICATIONS	Monthly Salary at Step Level				
		A	B	C	D	E
GM	General Manager	-	-	-	-	\$26,335.99
DGM	Deputy General Manager	\$19,969.95	\$20,968.45	\$22,016.87	\$23,117.72	\$24,273.60
BSD	Business Services Director	\$17,732.34	\$18,618.96	\$19,549.91	\$20,527.40	\$21,553.77
ESD	Engineering Services Director	\$17,732.34	\$18,618.96	\$19,549.91	\$20,527.40	\$21,553.77
OSD	Resource Recovery Services Director	\$17,732.34	\$18,618.96	\$19,549.91	\$20,527.40	\$21,553.77
HRM	Human Resources & Risk Manager	\$12,549.87	\$13,177.36	\$13,836.23	\$14,528.04	\$15,254.45
OMSB	Office Mgr./Secretary to the Board	\$10,918.51	\$11,464.44	\$12,037.66	\$12,639.55	\$13,271.52

Note: The General Manager's salary is designated by the Board of Directors; there is no established range

Approved: _____ **Federal Glover, Board Secretary** **Date:** _____

October 12, 2022

RECOGNIZE 50-YEAR ANNIVERSARY OF CLEAN WATER ACT PASSAGE AND
RECEIVE UPDATE ON EMERGING REGULATORY ISSUES

Recommendation

Recognize the 50-year anniversary of the passage of the Clean Water Act in 1972 and receive an update on emerging regulatory issues.

Background Information

On October 18, 2022, the nation will mark the 50-year anniversary of passage of the Clean Water Act (CWA) by the U.S. Congress in 1972. This landmark federal legislation and associated funding support (via the Clean Water State Revolving Fund Program) charted a new path for protecting public health and receiving waters via the National Pollutant Discharge Elimination System (NPDES) program, which regulates discharge from point sources such as treated effluent from wastewater treatment plants, and requiring broad compliance with secondary treatment effluent water quality standards. Following passage of the CWA in 1972 and local efforts to consolidate wastewater conveyance and treatment services, the District's Wastewater Treatment Plant (WWTP) was officially opened on May 13, 1982. As noted at the May 11, 2022 Board Meeting, the District marked the 40-year anniversary of its WWTP on May 13, 2022. Over the last 40 years, the District has established an exemplary regulatory compliance record through the dedicated commitment of its employees to protecting public health and the environment in service to the local community despite significant growth in its service area and increasing regulatory requirements. In addition, the District is a recognized industry leader known for its progressive "Utility of the Future" commitment to resource recovery, organizational excellence, environmental stewardship, fiscal responsibility, high-quality customer service, and innovation.

As part of its Strategic Plan (dated August 2021), the District has emphasized its intensified focus on addressing aging infrastructure in its wastewater conveyance and treatment system, and staying abreast of emerging regulatory drivers that may significantly impact capital investment, operational, and permitting requirements into the future. As noted at the November 17, 2021 Board Meeting, two key regulatory issues that may impact the District are implementation of nutrient (i.e., nitrogen, phosphorus) removal requirements in future NPDES permits and a significant emerging contaminant of concern—PFAS (per and polyfluoroalkyl substances).

Analysis

Nutrient Management: As a member of the Bay Area Clean Water Agencies (BACWA), the District continues to participate in a regional collaboration with the Regional Water Quality Control Board and the scientific community to develop and implement a nutrient management strategy that uses a sound-science based approach to determining the need for future management actions. In 2019, BACWA's 37 member agencies increased annual funding contributions from \$880,000 to \$2.2 million to support advancing increased water quality monitoring and reporting, complex dynamic modeling of San Francisco Bay, and development alternative studies. This regional, collaborative approach to assessing potential water quality issues and associated management actions has served as a model for other parts of the nation, where similar watershed-level issues are under evaluation.



Historically, San Francisco Bay has shown resiliency in assimilating nutrient loading without broad impacts to water quality and aquatic life. This past summer (beginning in late July through mid-September), however, a major harmful algal bloom event occurred in various regions in San Francisco Bay, which contributed to discoloration, fish mortality, low dissolved oxygen, and a significant increase in public awareness and media coverage. In key roles and engagements via BACWA, staff has engaged in discussions with regulators and the scientific community in recent weeks to understand potential impacts associated with the recent algal bloom and adaptive measures. Staff will provide an informational presentation on this important topic, noting that future implementation of nutrient removal process upgrades at the District's WWTP would likely exceed \$150 million in initial capital costs with a significant increase in ongoing facility operating costs.

PFAS Compounds: As a follow up to the November 17, 2021 Board Meeting, staff will highlight the intensified regulatory focus PFAS compounds have received in recent months. These synthetic compounds are ubiquitous in homes and the environment, because they are widely used for a range of industrial and residential household products (due to their resistance to heat, water, and oil), including furniture, carpets, clothes, cosmetics, food containers, paint, and non-stick cookware. Due to the presence of these compounds in water resources, in particular in groundwater drinking wells near airports, military bases, and manufacturing sites, U.S. EPA and some states are in the process of establishing drinking water standards for these compounds, which do not readily degrade in the natural environment (sometimes referred to as “forever” chemicals). Because public wastewater treatment facilities receive a broad range of domestic, industrial, and commercial sources that may contain PFAS compounds, the wastewater sector has engaged with regulators at the national, state, and local level to address PFAS contamination, while noting its role as the receiver (not producer) of these compounds. Similar to nutrient management issues, this engagement emphasizes the need for a sound-science based approach that focuses on eliminating PFAS use in consumer products and understanding the fate, transport, and toxicity of PFAS compounds before considering implementation of PFAS limits on WWTP discharges, recycled water, and biosolids.

Staff will continue to monitor these critical regulatory compliance issues, while continuing to advocate for a sound-science based approach to potential regulatory requirements.

Financial Impact

None.

Attachments

None.

Reviewed by: 

Dean Eckerson
Resource Recovery Services Director

cc: District File BRD.01-ACTS



ITEM J

October 12, 2022

RECEIVE MONTHLY LOBBYIST REPORT DATED SEPTEMBER 2022, KEY ADVOCATES, INC., WESTERN RECYCLED WATER COALITION

Recommendation

Receive and file reports.

Background Information

Beginning in January 2022, Ironhouse Sanitary District (ISD) assumed the role of lead agency for the Western Recycled Water Coalition (WRWC). As a member of the WRWC, the District receives a monthly summary report related to lobbying activities from Key Advocates, Inc. (KA).

Analysis

Attached is the report for September 2022, which was produced by KA and distributed by ISD to WRWC members.

Financial Impact

None.

Attachments

KA Monthly Report, September 2022

Prepared by:



Thanh Vo
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS





(703) 340-4666

www.keyadvocates.com

September 30, 2022

To: Water Recycled Water Coalition
From: Sante Esposito
Subject: September Monthly Report

Note: the House will be in recess from Oct. 1 - Nov. 14; the Senate (subject to change) will be in recess from Oct. 3 - 10 and Oct. 24 - Nov. 8.

“Build Back Better” Bill: Round Two?

Given the congressional recess, the public focus of the Congress is on the November election. Behind the scenes, what we do know is that staff work continues on the individual FY23 appropriations bills, election reform legislation and the WRDA conference. We have confirmed this. What we don't know – but hope for – is work on a second round of “infrastructure” funding ala “Build Back Better” round 2 and H.R. 5118/S. 4231 (see separate section below). We have not confirmed either at this time. We will continue to advocate for both and monitor developments. Included in the House-passed bill of interest to the Coalition:

- \$30B for Safe Drinking Water SRF lead service line replacement projects;
- \$100M for state public water systems;
- \$700M to reduce lead in school drinking water;
- \$100M for large scale water recycling projects;
- \$1.15B for emergency drought relief;
- \$125M for Alternative Water Source Program grants; and,
- \$2B for sewer overflow and storm water reuse grants.

No funding for the Clean Water SRF is included in the House BBB. It does include new taxes.

Unofficially, the Senate Environment and Public Works Committee released its BBB title which includes \$9B for SDWSRF-funded lead remediation projects, \$225M for rural and low-income water assistance grants, \$125M for Alternative Water Source Program grants, and \$500M for sewer overflow and storm water reuse municipal grants.

FY23 Appropriations

Congress passed an FY23 Continuing Resolution funding the government until December 16 to allow more time for enactment of the regular appropriations bills. To date, 6 of the 12 bills have

passed the House, none in the Senate. The Federal government has operated under CR's in all but three of the last 46 years. It is expected that this will not be the last CR for FY23.

On July 20, the House passed a six bill appropriations bill that included the Interior and Energy Appropriations bills.

The House Interior Appropriations Bill provides \$1.752B for the Clean Water SRF, \$1.126B for the Safe Drinking Water SRF and \$72M for WIFIA.

On July 28, the Senate Appropriations Committee released its FY23 Interior Appropriations Bill that provides \$1.689B for the Clean Water SRF, \$1.176B for the Safe Drinking Water SRF and \$66.9M for WIFIA.

The House Energy and Water Appropriations Bill includes \$63.7M for the traditional Title XVI program, \$20M for WIIN grants and \$75M for WaterSMART grants.

On July 28, the Senate Appropriations Committee released its FY23 Energy and Water Appropriations Bill that includes \$35M for the traditional Title XVI program, \$20M for WIIN grants and \$55M for Water SMART grants.

“Inflation Reduction Act of 2022” (IRA)

To review, the Senate passed the bill on August 7, the House on August 12 and the President signed it into law on August 16. Highlights include:

- \$369B in energy and climate change programs, with the goal of reducing carbon emissions by 40% by 2030;
- Medicare would to negotiate the prices of certain medications and cap out-of-pocket costs at \$2,000 for those enrolled in Medicare drug plans. The Health and Human Services Secretary would negotiate the prices of 10 drugs in 2026, and another 15 drugs in 2027 and again in 2028. The number would rise to 20 drugs a year for 2029 and beyond;
- It would also redesign Medicare's Part D drug plans so that seniors and people with disabilities wouldn't pay more than \$2,000 a year for medication bought at the pharmacy;
- The deal would require drug companies to pay rebates if they increase their prices in the Medicare and private-insurance markets faster than inflation;
- The agreement would also extend expiring enhanced subsidies for Affordable Care Act coverage for three years
- Tax credits for electric vehicles are in. Electric Vehicle tax credits will continue at their current levels, up to \$4,000 for a used electric vehicle and \$7,500 for a new EV. However, there will be a lower income threshold for people who can use the tax credits.

To pay for the agreement, the bill would impose a 15% minimum tax on corporations, which would raise \$313 billion over a decade. The current deal also closes the carried interest loophole, which allows investment managers to treat their compensation as capital gains and pay a 20% long-term capital gains tax rate instead of income tax rates of up to 37%. The package also calls for providing more funding to the IRS for tax enforcement. Families making less than \$400,000

per year would not be affected and there would be no new taxes on small businesses.

“Infrastructure Investment and Jobs Act” (BIF)

To review, the \$1.2T law (P.L. 117-58) includes the following (it does not include any new taxes) –

- For FY22-26 \$12.838B for the Clean Water State SRF, starting at \$2.127B in FY22 and going up to \$2.828B in FY26;
- \$35.713B over five years for the Safe Drinking Water SRF, starting at \$6.702B in FY22 and going up to \$7.403B in FY26;
- No appropriations are included for the Alternative Water Source Projects program (an authorization of \$125M over 5 fiscal years is included);
- \$8.3B for the USBR for FY22-26 with an annual cap of \$1.66B per year including a number of programs under USBR’s jurisdiction with specific appropriated amounts but without specifying annual funding amounts for each program;
- For water recycling, the bill appropriates \$1B over 5 FY’s, broken down to \$550M for Title XVI and WIIN Act grants and \$450M for “large scale” projects (those with project costs >\$500M);
- \$400M over 5 FY’s for WaterSMART;
- \$1.2B for water storage and groundwater;
- \$25M for desalination; and,
- S. 914, as passed by the Senate, which authorizes \$14.65B over five fiscal years for the Clean Water SRF and the Safe Drinking Water SRF, and \$125M for the AWSP and which includes the Feinstein-Padilla amendment which limits the prohibition against applying for Alternative Water Source Program (AWSP) grants to USBR projects that received construction funds; and,

Other core infrastructure -

- \$65B for Broadband
- \$17B for Ports
- \$25B for Airports
- \$7.5B for Zero and Low-Emission Buses and Ferries
- \$7.5B for Plug-In Electric Vehicle Chargers
- \$65B to Rebuild the Electric Grid
- \$21B for Superfund and Brownfield sites

Funding Opportunities

USBR Title XVI Recycled Water Grants – on August 18 awards were announced. See separate section below.

State and Tribal Assistance grants – nothing announced so far presumably because of the number of FY22 STAG earmarks and the projected number of FY23 earmarks.

Alternative Water Source Program grants – pending action on a “Build Back Better” bill.

WRDA 2022 – both passed bills include only Corps of Engineers issues. Conference pending; will continue to monitor for possible inclusion of issues of interest.

H.R. 5118, the “Wildlife Response and Drought Resiliency Act

The Coalition is actively advocating for Senate passage of the House bill (preferably) or passage of S. 4231 (secondarily) to set up a conference on both bills. There is still a lot of time to get either done, right up to the end of the session sometime in December. While the focus in the Senate is on Senators Feinstein, as the author of S. 4231, and Manchin, as chair of the committee of jurisdiction, we have reached out to numerous other Members and key staff, including the Leadership of both parties. It is clear that Feinstein wants something enacted.

On July 29 the House, by a vote of 218 to 199, passed the above bill which includes funding authorizations for items included in H.R. 1015, 3404 and 4099. The bill authorizes \$600M (this is in addition to the \$550M appropriated in the Bipartisan Infrastructure Law) for Title XVI with no breakdown between the traditional Title XVI program and WIIN grants, with no fiscal year limitation, with an increase in the Federal share from \$20M to \$50M, and with project priority funding. The bill also authorizes \$700M (again, this is in addition to the \$450M appropriated in the Bipartisan Infrastructure Law) for large water recycling projects with total estimated cost of at least \$500M. The bill draws from the following which the Coalition has supported and advocated for enactment:

H.R. 1015 authorizes \$500M for WIIN Act grants, eliminates the requirement that Congress must approve funding awards for specific projects by designating them in an enacted appropriations bill and increases the Federal share from \$20M to \$30M.

On May 17, Senator Feinstein (with Senators Kelly and Sinema – both Arizona Democrats – as cosponsors) introduced S. 4231, the STREAM Act. A hearing was held on the bill on May 25 by the Energy and Natural Resources Subcommittee on Water and Power. The bill authorizes – it does not appropriate - \$300M for FY24-28 for the WIIN grant program. These funds, albeit authorizations, are over and above the BIF WIIN grant appropriated amount of \$550M. The Federal share is \$20M. Priority is given to projects that meet certain criteria.

H.R. 3404 authorizes \$500M for the WIIN Act grant program, increases the Federal share to \$30M, and authorizes a new \$300M water trust fund with \$100M earmarked for recycled water projects.

H.R. 4099 authorizes \$450M for large water recycling projects with total estimated cost of at least \$500M with the Federal share at \$20M.

H.R. 3112, Western Water Recycling and Drought Relief Act of 2021

While we have not given up on Senate introduction of the bill, it appears more and more less

likely as the funding amount for Title XVI WIIN grants (which do not require prior congressional project authorization) continues to increase thereby obviating the necessity for projects to be authorized by Congress. We continue our efforts with Angela Ebner and Sarah Swig, LA's, Senator Padilla, and the staff of Congressman McNerney.

FY22 WIIN Grants

To review, on August 18 the USBR announced \$310M (the \$245M from the Bipartisan Infrastructure Law and the balance from the FY22 appropriations process) for 25 FY22 WIIN grant awardees. They include Monterey One for \$10,316,822 and Palo Alto for \$12,868,000, both the requested amounts. Unfortunately, Mountain View (\$1.24M) was not selected. They are pursuing a debriefing. The USBR also announced that \$150M plus FY23 appropriations would be able for the FY23 WIIN grant process.

Bill Tracking

Tracking bills that are marked up by committees and/or come to our attention.