

SUMMARY OF LOCAL 501 MOU CHANGES
EFFECTIVE JULY 1, 2022

Article 1, Recognition:

- Term of the agreement begins July 1, 2022.

Article 2, Duration:

- Agreement terminates on June 30, 2025.

Article 10, Discipline and Dismissal:

- Added language clarifying that OC San considers a “no call/no show” serious misconduct.

Article 11, Grievance Procedure:

- Language to specify that a copy of the grievance documentation must be submitted to the Director of Human Resources in addition to the Department Head.

Article 13, Salary Adjustments and Compensation:

Salary: Year 1 – 4.5% Salary Increase
 Year 2 – 4.0% Salary Increase
 Year 3 – 3.5% Salary Increase

Lump Sum Payment: One-time lump sum payment of \$2000 for each member of the group hired or promoted as of the last day of the first full pay period in July 2022.

Article 14, Severance Pay

- Removed language that employees are expected to give a minimum of two weeks written notification when terminating employment with the OC San. (This language was moved to Article 51 – Resignation.)

Article 15, Deferred Compensation:

- Effective the first full pay period in July 2022, employees covered by OCERS Plans B and U and who participate in the deferred compensation plan, are eligible to receive up to a \$98 per month matching OC San contribution for FY 2022/2023, and \$168 per month for FY 2023/2024 and 2024/2025.

Article 16, Holidays:

- Added Martin Luther King, Jr. holiday, and removed Lincoln’s birthday holiday.
- Updated floating holiday language to say employees will be granted each calendar year "hours equal to and no less than one (1) regular workday", which may be used in quarter hour increments rather than full day.

Article 17, Hours of Work:

- Add language that the supervisor may authorize a paid thirty (30) minute meal period for certain employees working in Collections, understanding employees may be required to perform work and work through lunch as necessary.

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- Add language indicating that the shift is inclusive of the Passdown period and in exigent circumstances where an employee is required to be present outside of the regular shift, overtime may be authorized by management.
- Remove Power Plant Operator reopener.

Article 19, Standby Pay:

- Increase standby pay from \$500 to \$550/week.
- Add language for Special Risk Standby based on Director of O&M determination.

Article 20, Insurance:

- Remove HRA Reopener language.
- Add language to reflect that calculation of benefits for retiring employees is based on continuous service for benefitted employment only, time worked as an intern or in a non-benefitted status will not count.

Article 23, Probationary Period:

- Change from six months to one year (Development Pay eligibility remains at 6 months).
- Added language clarifying at-will status of probationary employees.

Article 24, Promotions:

- Add language that if a promotion is for a classification that is subject to Department of Transportation requirements, the employee selected for the promotion must successfully complete alcohol and controlled substances testing in order to be promoted.

Article 25, Retirement:

- Deleted language associated with Plan G as it is no longer applicable.

Article 27, Leaves of Absence with Pay:

- Add language that employees who fail to provide any notice to their supervisor and fail to report to work as scheduled shall be considered “no call/no show” and shall be subject to discipline, up to and including termination. Employees who fail to provide any notice to their supervisor and fail to report to work for three (3) or more consecutive days will be considered to have abandoned their job and shall be subject to discipline up to and including termination.

Article 28, Leave-Of-Absence Without Pay

- Updated language as it relates to new CFRA laws.

Article 29, Classification Studies:

- Added language to clarify that employee reclassification request decisions made by the Human Resources Department are final and not subject to appeal, problem-solving, or the grievance processes.

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- Added language for a re-opener to meet and confer regarding the comparison agencies used for any classification and compensation studies.
- Removed Classification Adjustment Reopener language.

Article 45, Substance Abuse Policy:

- Add language that any employee promoted, reassigned or transferred into a classification subject to DOT requirements will be required to successfully complete alcohol and controlled substances testing prior to assuming the position.

Article 49, Shift Changes:

- Add language clarifying that the 30 days for employees to begin their new shift who are awarded a shift bid may be extended if the shift change would interfere with the initial training of a newly hired Power Plant Operator.

Article 51, Resignation:

- Added clarifying language about the requirement for employees to give a minimum of two (2) weeks advanced written notification prior to leaving OC San, and irrevocability provisions.

Article 53, Operator Rotations (New):

- Add language that all employees assigned to the Lead Plant Operator, Senior Plant Operator, Plant Operator or Operator-In-Training classifications will be subject to Plant Operator Process Area and Plant Rotation Programs as developed.

Minor administrative changes and language updates throughout.