

MEMORANDUM OF UNDERSTANDING

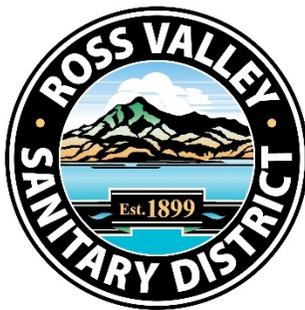
BETWEEN

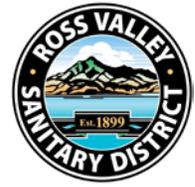
AFSCME LOCAL 2167

AND

ROSS VALLEY SANITARY DISTRICT

JULY 1, 2019 – JUNE 30, 2024





Preamble 1

General Provisions 1

Section I - Term..... 1

Section II - Recognition 1

Section III - Employee and Union Rights 1

Non-Discrimination1

Personnel Files1

Union Notification.....2

Dues Deduction.....2

Union Representatives3

Bulletin Boards.....3

Management Rights3

Section IV - Hours of Work 4

Work Schedule4

Workday4

Workweek4

Shifts4

Rest Periods4

Section V – Salaries and Premium Pay..... 5

Salaries and Salary Schedule.....5

Specific Salary Adjustments5

Overtime6

Holiday Pay6

Call Back Pay6

Standby Duty and Pay7

Response Time Requirement8

Fatigue Time8

Emergency Overtime9

Non-Emergency Necessary Overtime9

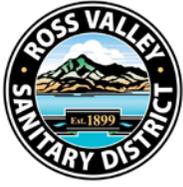
Shift Trades.....9

Compliance with Overtime Assignments9

Meal Allowance10

Shift Differential.....10

Acting Pay / Out of Class Appointments10



Longevity Pay.....10

Section VI – Vacation 11

 Amount11

 Accumulation.....11

 Vacation Leave Permitted After Six Months11

 Preference11

 Unused Vacation Time.....11

 Holiday and Sickness During Vacation.....12

 Vacation Payment at Termination.....12

Section VII – Leave Time 13

 Sick Leave13

 Bereavement Leave.....14

 Industrial Disability14

 Industrial Disability – Integration Pay15

 Unpaid Medical Leave of Absence.....15

 Unpaid Non-Medical Leave of Absence15

 Monthly Report.....16

 Sick Leave Incentive Program.....16

 Jury Duty or Court Appearances.....16

Section VIII – Holidays 17

 Dates17

 Holiday on Saturday or Sunday17

 Floating Holidays.....18

Section IX – Clothing and Equipment..... 19

 Uniforms, Coveralls and Safety Glasses19

 Steel-toed Safety Boots19

 Tools.....19

 Uniform Wear19

Section X – Fringe Benefits..... 20

 Medical Plans.....20

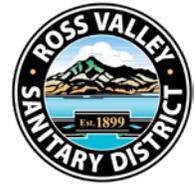
 Dental Plan20

 Medical Insurance In-Lieu20

 Life Insurance.....21

 Short-Term Disability Coverage.....21

 Long-Term Disability Insurance21



Computer Purchase Program21

Vision Insurance.....22

Wellness Program22

Section XI – Health and Safety 23

 Safety Laws and Equipment.....23

 Joint Safety Committee23

 State Driver's License23

Section XII – Employment Categories 24

 Regular Full-Time Employee24

 Employment Classifications24

 Exempt Positions.....24

 Non-Exempt Positions24

 Disaster Workers.....24

Section XIII – Reduction in Force/Seniority..... 25

 Reduction in Force25

 Seniority25

Section XIV – Grievances and Disciplinary Action 26

 Definition and Scope26

 Right to File.....26

 Informal Grievance.....26

 Formal Grievance26

 General Conditions.....27

 Disciplinary Action28

Section XV – Retirement 29

 Retirement Benefit.....29

 Medical after Retirement29

Section XVI – Career Ladders and Job Openings 33

 Job Notices33

 Career Ladders33

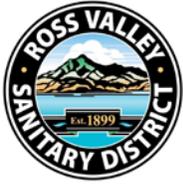
 Mileage for Career Opportunities33

 Grade IV CWEA certificate incentive.....33

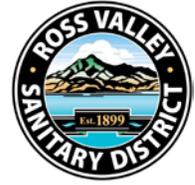
 Reimbursement for Grades, Certificates and Class A Driver’s License33

Section XVII – Miscellaneous..... 34

 Probation Period.....34



Commercial License Required Medical Exams34
Pay Dates.....34
Section XVIII – Strikes and Lockouts 35
Section XIX – Successorship Clause 35
Section XX – Cross Training 35
Section XXI – Savings Clause 35
Section XXII – Complete Agreement..... 36
Exhibit A Salary Schedule for AFSCME Represented Employees.....1



PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between Ross Valley Sanitary District ("District") and the American Federation of State, County, and Municipal Employees, Local 2167 ("Union") pursuant to the Myers Milias Brown Act ("MMBA"), California Government Code section 3500, *et seq.*

GENERAL PROVISIONS

SECTION I - TERM

The term of this MOU is July 1, 2019 through June 30, 2024, unless otherwise provided herein. This MOU shall take effect after approval by the District's Board of Directors.

SECTION II - RECOGNITION

- A) District hereby recognizes Union as the exclusive bargaining representative for the purpose of establishing the wages, hours, and other terms and conditions of employment for those employees serving in the positions listed in **Exhibit A**.
- B) Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.

SECTION III - EMPLOYEE AND UNION RIGHTS

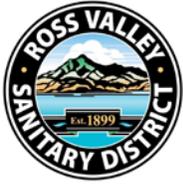
NON-DISCRIMINATION

The District and Union agree that no person covered by this MOU shall be discriminated against based on any classification or concerted activity protected by state or federal law.

PERSONNEL FILES

Personnel files are confidentially maintained in accordance with Federal and State guidelines and may be viewed by District management or supervisory staff as necessary for business operations and as allowed by law. Supervisors shall have access to employee's performance files, but not employee's personal information file.

An employee may inspect his or her own personnel file, upon reasonable notice and during regular business hours on regular business days. Employees who wish to review their personnel files should request an appointment to do so with the Finance and Administrative Services Manager. Upon written consent from the employee, a representative of the employee may also review an employee's personnel file. The Finance and Administrative Services Manager will arrange a time within one week of receipt of an authorized request to review a file.



Employees may receive copies of any documents placed in their personnel file upon written request and at the District's cost of duplication. Employees may respond to anything in writing that is in the personnel file, including any negative information, and may request that the response be considered for inclusion in their personnel file. The file is the property of the District. Employees may not remove or add items to their personnel file without District approval and the file must remain in the custody of the District at all times.

UNION NOTIFICATION

Whenever a person in a represented classification is hired, District shall notify such person that the Union is the recognized bargaining representative for employees. Both District and Union agree to keep copies of this MOU on file in a readily accessible location, available for inspection by any District employee or member of the public upon request.

Union shall be given no less than ten (10) business days' notice of a scheduled new employee orientation and a Union representative shall be granted time to attend pending appropriate notification to immediate supervisor. The Union shall have up to thirty (30) minutes to meet with new employees at new employee orientations.

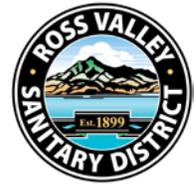
The District shall notify the Union of the name and address of each new employee joining the bargaining unit, any changes in addresses of current members of the bargaining unit, and whenever an employee leaves the District. Upon written request of any member of the bargaining unit, the District shall not disclose the employee's home address to the Union.

Each time the pay schedule is updated during the term of this MOU, a copy shall be provided to each employee and the Union.

DUES DEDUCTION

The District shall deduct the Union dues of employee Union members upon receipt of written certification from the Union that the employee Union members have authorized such dues deductions. The sums so withheld shall be remitted by District without delay, along with a list of employees who have had said dues deducted.

Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from this section or any claim from a member or former member related to the deduction of dues from their compensation.



UNION REPRESENTATIVES

Union may, by written notice to the General Manager, designate three (3) of its members within the representation unit as Employee Representatives:

1. Chapter President/Primary Shop Steward
2. Chapter Vice-President/Secondary Shop Steward
3. Supervisor Shop Steward

Employee Representatives may investigate and process formal grievances filed by employees.

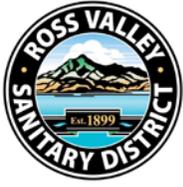
In connection with contract negotiations, unless otherwise agreed, the Union bargaining committee will not exceed three (3) represented employees, in addition to Union staff. Employee members of Union bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations. Employee members of the Union bargaining committee will be extended the same privilege to participate in any meetings mutually called by the parties during the term of this MOU for review of contract compliance questions.

BULLETIN BOARDS

Authorized representatives of Union shall be allowed to post Union notices on bulletin boards maintained on District premises.

MANAGEMENT RIGHTS

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



SECTION IV - HOURS OF WORK

WORK SCHEDULE

The normal work schedule for full time employees is eight (8) hours per day, and forty (40) hours per week. Although most employees are scheduled to work Monday through Friday, some services and operations may be scheduled on a sixteen or twenty-four-hour basis seven days per week (“shift employees”). Should the District determine a need to change employee work schedules, the District agrees to meet and confer with the Union prior to implementation of such change, to the extent required under MMBA.

The District may propose an alternative work schedule (i.e., 4/10s or 9/80s) for any crew, subject to mutual agreement by the Union.

WORKDAY

A normal workday shall consist of eight (8) consecutive hours of work within an eight and one-half (8-1/2) hour period, interrupted by an unpaid lunch break of one-half (1/2) hour.

WORKWEEK

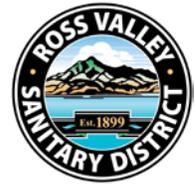
The workweek for purposes of measuring overtime begins on Monday at 12:01 AM and ends one hundred and sixty-eight (168) hours later on Sunday at 12:00 midnight.

SHIFTS

All employees shall be assigned to work shifts with regular starting and quitting times.

REST PERIODS

Employees shall be provided a fifteen (15) minute rest period during each four (4) hour period of work. Break periods cannot be added on to the lunch break, taken at the beginning or end of the work shift, or saved for use at another time.



SECTION V – SALARIES AND PREMIUM PAY

Proper compensation, in accordance with these standards, of the existing District work force takes precedence over expansion of the work force. These standards will not be abrogated solely to achieve budget cuts. Reasonable incentive differentials shall be maintained between each class in a series and comparable relationships among related classes in different series.

SALARIES AND SALARY SCHEDULE

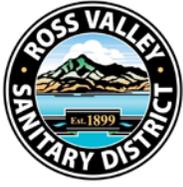
1. Effective the first full pay period after July 1, 2019, District shall increase the schedule of base salaries by 5% to reflect a cost of living adjustment (COLA). The attached **Exhibit A** reflects this increase.
2. Effective the first full pay period after July 1 of each subsequent year of this MOU, the District shall increase the schedule of base salaries to reflect a COLA in accordance with the following:
 - a. 1st year – 5% (effective the first full pay period after July 1, 2019)
 - b. 2nd year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4%)
 - c. 3rd year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4%)
 - d. 4th year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4%)
 3. 5th year – CPI + 1% (with a CPI floor of 2.5% and a ceiling of 4%)

SPECIFIC SALARY ADJUSTMENTS

Salary Increases Upon Promotion: As used here, the term “promotion” means moving an employee from one class to another class with a higher maximum salary. When an employee is promoted, the employee’s new salary in the higher class shall be the minimum salary (i.e. Step One) for that class unless the minimum is less than five percent (5%) greater than the employee's salary at the time of promotion. In that event, the employee shall receive the next higher step within the pay range of the higher classification that is at least five percent (5%) greater than his or her present rate. If there is no step within the pay range of the higher classification that is at least five percent (5%) greater than his or her present rate, then the employee shall be placed at the top step of the higher classification's pay range.

Each employee covered by this MOU, shall receive an annual performance evaluation, and upon receiving an overall rating of “satisfactory, meets standards, or higher”, shall receive a step increase, until such time that the employee reaches top step in the classification in which the employee is employed. Such evaluations shall be delivered upon the hire date anniversary, or closest normal working day of such anniversary.

Should an employee not receive a timely evaluation (i.e., within thirty days of such anniversary) the employee shall automatically move to the next highest step in the salary structure.



OVERTIME

Employees shall be paid for all overtime worked at one and a half (1-1/2) times the base rate of pay, subject to the following limitations, conditions and authorizations:

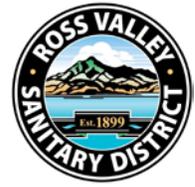
1. Overtime is time worked beyond eight (8) hours per day or forty (40) hours per week, or the employee's regularly scheduled hours.
2. Overtime shall be compensated in fifteen-minute increments, by rounding work time up or down to the nearest quarter hour. For example, time worked to 10:07 shall be rounded down to 10:00 and time worked to 10:08 shall be rounded up to 10:15.
3. Overtime payment shall be based on time records maintained, as may be required by District, and shall be open to review by Union.
4. No employee shall be required to work more than sixteen (16) total hours during a twenty-four (24) hour period, excepting emergency work as declared by the General Manager.
5. Overtime shall be distributed as equally as possible among employees in a work unit.
6. In lieu of payment for overtime worked, each employee may accumulate compensatory time off provided that this choice is made in writing on the timecards at the end of each week. An employee may accumulate compensatory time off up to one hundred and eighty (180) hours (one hundred and twenty (120) hours worked). Employees should provide the District with reasonable notice of a request to use compensatory time off. Reasonable notice is defined as five (5) calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department.
7. Overtime shall be paid at double the base rate of pay for time worked in excess of twelve (12) consecutive hours.

HOLIDAY PAY

Time worked on the following holidays shall be compensated at double the base rate of pay: Thanksgiving and the following Friday; Christmas and any time worked after four (4) hours on the day before Christmas; New Year's Day and any time worked after four (4) hours on the day before New Year's Day.

CALL BACK PAY

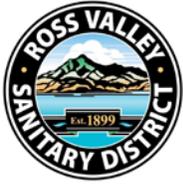
1. Any employee who has completed his/her assigned shift for the day, whether or not he/she has left the work location and is called back is guaranteed a minimum of three (3) hours at the rate of time and one-half (1-1/2) the base rate of pay or time and one-half (1-1/2) the base rate of pay for any portion of an hour worked, whichever is greater. In the event an employee is called out on an emergency call fifteen minutes before the regular day begins, that employee shall be paid overtime for that additional fifteen minutes worked instead of receiving call back pay.



2. Any employee repeatedly called back after departing from his/her work location shall receive an additional three (3) hours pay (subject to Call Back Pay Section 3, below) when subsequently called back, even if the time falls within three (3) hours from the prior call back.
3. All employees are responsible for checking with the answering service prior to leaving the work location. If an employee leaves the work location without checking with the answering service and the answering service has a call, the employee will not receive the additional three (3) hours minimum call back pay but will only be paid for actual hours worked on the subsequent call.

STANDBY DUTY AND PAY

1. Two employees shall be on standby duty and available for all emergency calls: a "Primary" and a "Secondary." All employees in the Collection System Worker, Crew Lead and Supervisor classes shall be required to participate in standby duty.
2. All employees on standby duty shall remain available by the District provided phone and pager, and within fifty-five (55) driving miles of the District Office. The Primary and Secondary employee on standby duty shall be allowed to take a District vehicle home while on standby duty subject to the District's vehicle use policy. In particular, the District vehicle may not be used for personal use without prior approval and otherwise shall be driven directly to and from the home, the District yard/office, and work site.
3. All employees on standby duty shall receive two (2) hours of pay at his/her overtime rate of pay for each weekday on standby, and three (3) hours at his/her overtime rate of pay for each weekend day and non-weekend holiday on standby.
4. Standby employees who actually respond to calls for service shall receive a minimum of three (3) hours pay at his/her overtime rate for each call. If the call requires over three (3) hours, the employee receives their overtime rate for the actual time worked. This overtime pay is subject to Holiday Pay and Call Back Pay.
5. Standby duty shall be for a seven (7) day period commencing on Monday morning regular shift start time to the following Monday morning regular shift start time. Should a holiday fall on Monday, the incoming and outgoing standby employees shall each be paid one (1) hour of his/her overtime rate for reporting to the District yard or other agreed location to transfer the standby pager, phone and vehicle. Compensation will be tracked per pay period.
6. When assigned standby, if it is not feasible for the employee to take the calls, for whatever reason other than illness, it is the employee's responsibility to find another qualified employee to take his/her standby duty. If a substitution of personnel occurs, it shall be for the full twenty-four (24) hour period.
7. In the case of illness, it is the employee's responsibility to notify designated District management personnel, who will find a replacement for the identified period. In the case that the Management staff cannot be reached, the employee shall notify the answering service, which will reroute any calls to an approved list of employees, and/or contractors during the identified period.



8. For each 24-hour period of standby substitution as described above in Number 6 and Number 7, the District will compensate only the employee actually fulfilling the standby service at that employee's overtime rate of pay, based on whether the employee is filling in for primary standby or secondary standby.
9. In accordance with the District's overtime policy (Policy 209), no employee shall be required to work more than sixteen (16) hours during a twenty-four (24) hour period. If an employee on standby works more than sixteen (16) hours during a twenty-four (24) hour period, the employee shall contact the Operations & Maintenance Manager who will find coverage for the eight (8) hour balance of that twenty-four (24) hour period. If Management staff cannot be reached, the employee shall notify the answering service, which will reroute any calls to an approved list of employees, and/or contractors during the identified period.

RESPONSE TIME REQUIREMENT

Employees shall remain within fifty-five (55) driving miles of the District office while on stand-by duty. Employees called on stand-by or emergency duty shall keep an accurate record of the time call was received, time arrived at the office and/or job site and time job finished. The provisions of this section shall be reviewed by the District periodically to determine the effect on service. District, after notification and discussion with the Union, reserves the right to use outside contractors, install time clock for standby duty, or to reopen this issue in the spring of each year for the term of this contract. Violation of this section may be cause for disciplinary action.

FATIGUE TIME

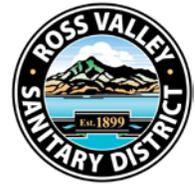
1. Employees shall receive full pay for fatigue time if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift. Fatigue time can be taken at the beginning or end of the shift.

Fatigue time shall be calculated as follows:

- A. Subtract the ending time of overtime from the beginning time of the next regular shift.
- B. Subtract that figure from eight hours.
- C. The difference is the fatigue time due to the employee.

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

2. Employees shall not receive fatigue time if: (A) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (B) employees are called out to perform



overtime work within four (4) hours of the start of their next regularly scheduled shift, or (C) they are assigned to continuous operations.

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

EMERGENCY OVERTIME

The District may require any or all bargaining unit member to work overtime in emergency situations. An emergency includes, but is not limited to, situations which involve disruption of service to customers and actual or threatened danger of injury to person or damage to property, or threat to public health and safety.

NON-EMERGENCY NECESSARY OVERTIME

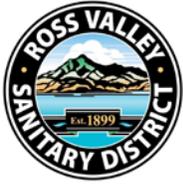
1. The District shall request that employees volunteer for non-emergency necessary overtime. Such overtime work shall be distributed as equally as possible among qualified employees working within the same job classification, within the same work unit.
2. No employee may work more than sixteen (16) consecutive hours of non-emergency necessary overtime without approval of the General Manager.
3. In the event an insufficient number of employees volunteer for non-emergency necessary overtime, the District shall assign employees to fill vacancies on a rotating basis, starting by reverse seniority in the affected unit and classification. Whenever an employee is on standby, the District shall not assign other overtime work to that employee unless the entire rotation of his/her classification has been exhausted and overtime is still necessary. However, an employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

SHIFT TRADES

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

COMPLIANCE WITH OVERTIME ASSIGNMENTS

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



MEAL ALLOWANCE

If an employee on shift, on standby or on call back duty works four hours of overtime or less, no meal allowance shall be paid. If, however, an emergency develops during standby or call back duty that reasonably requires more than four hours of overtime and employee is unable to partake of a meal in his/her customary fashion, District shall pay up to fifteen (\$15) dollars for the cost of such meal and will count as time worked up to one half (1/2) hour of time necessary to consume the meal. In lieu of the one half-hour time and the payment of the meal up to fifteen (\$15) dollars, the employee may elect to be credited with one additional hour of compensatory time off.

Meal allowance requires supervisor or manager approval.

SHIFT DIFFERENTIAL

Employees assigned to a work shift that begins between 3:30 PM and 11:29 PM for more than thirty (30) calendar days shall receive a differential of an additional five (5%) percent above base pay. Employees assigned to work a shift that begins between 11:30 PM and 6:00 AM for more than thirty (30) calendar days shall receive a shift differential of an additional ten (10%) percent above base pay.

Shift differential pay requires General Manager approval in advance of the assignment.

ACTING PAY / OUT OF CLASS APPOINTMENTS

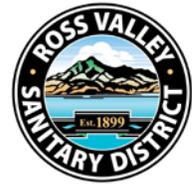
In cases of prolonged absence from duty due to emergencies, the General Manager shall, in writing, temporarily promote an employee when such employee is regularly required to perform the duties of a job with a higher classification for a period in excess of ten (10) working days. In such cases, the employee shall be paid an additional five (5%) percent of his/her present salary, from the first day, or the first step of the salary range fixed for that job for which she/he has received a temporary promotion, whichever is higher. Acting Pay assignments may not exceed nine-hundred and sixty (960) hours per fiscal year, pursuant to Government Code section 20480.

LONGEVITY PAY

The District shall provide longevity pay for each employee at the following intervals:

- *After 10 years' service:* Five percent (5%) over the base salary
- *After 15 years' service:* Seven and a half (7-1/2%) percent over the base salary

Longevity pay is only available to employees hired prior to April 20, 2016 and who were members of this bargaining unit as of April 20, 2016.



SECTION VI – VACATION

AMOUNT

Employees shall be entitled to annual vacations on the basis of years of continuous service in accordance with the following schedule:

- 0-3 years of service 10 working days (80 hours)
- 3-10 years of service 15 working days (120 hours)
- 10-15 years of service 20 working days (160 hours)
- 15-20 years of service 22 working days (176 hours)
- After 20 years of service 25 working days (200 hours)

ACCUMULATION

Vacation time shall be accumulated monthly based on years of continuous service.

VACATION LEAVE PERMITTED AFTER SIX MONTHS

Employees are not permitted to use accumulated vacation leave during the first six (6) months of continuous employment. After six (6) months of continuous employment, the General Manager shall authorize vacations up to the number of days actually accrued, if convenient.

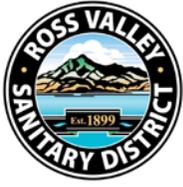
PREFERENCE

Employees shall be given their preference in vacation time within the limits of the vacation schedule established by the General Manager. After reasonable notice to the Union, the General Manager shall establish a system for assignment of vacations, which affords reasonable recognition of seniority and annual rotation. Vacation requests in excess of fifteen (15) days (120 hours) may require special consideration due to scheduling concerns.

UNUSED VACATION TIME

Accumulated unused vacation time shall not exceed forty (40) working days (320 hours) per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the District.

Employees may make an irrevocable election to cash out vacation leave that will be earned the following calendar year. The written election must be received by the Finance Department no later than December 15 of the calendar year before the calendar year in which the employee wishes to cash out vacation leave. The amount requested cannot exceed the amount of leave the employee will earn in the following calendar year.



There may be up to three (3) separate cash out dates as chosen by the employee, with the last cash out date no later than the last paycheck paid in the calendar year. The written notice shall indicate the total number of vacation leave hours the employee wishes to cash out in the following year.

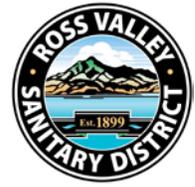
To maintain recordkeeping simplicity and compliance with IRS regulations, vacation leave used by the employee is used on a first in-first out basis, and vacation leave that is cashed out by the employee is cashed out on a last in-last out basis.

HOLIDAY AND SICKNESS DURING VACATION

When a holiday falls within an employee's vacation period, employee will only be charged for actual workdays taken. If an employee becomes ill or has an injury while on vacation, the time of actual illness/injury may be charged against accumulated sick leave, subject to sick leave requirements. The District must be immediately notified if an employee becomes ill or has an injury while on vacation.

VACATION PAYMENT AT TERMINATION

An employee who separates from the District service shall be paid for any accrued and unused vacation time at the straight time rate.



SECTION VII – LEAVE TIME

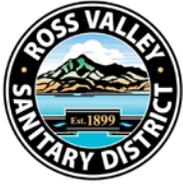
SICK LEAVE

Each employee covered by this MOU shall accumulate eight (8) hours of paid sick leave per month or major fraction thereof served, but in no case less than one (1) hour for every thirty (30) hours worked. There is no maximum accumulation.

Paid sick leave up to a total number of hours accumulated shall be granted by the General Manager. Requests should be made at least twenty-four (24) hours in advance if possible. Whenever possible, appointments should be scheduled for the first or last hour of the shift.

An employee may use paid sick leave for one of the following reasons, or as otherwise required by law:

- For the employee’s own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:
 - Spouse or Registered Domestic Partner
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, child of a registered domestic partner, or a child to whom the employee stands in loco parentis.)
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner’s parent, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent or Grandchild.
 - Sibling.
- To obtain or attempt to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following, with appropriate certification of the need for such relief or services:
 - A temporary restraining order, restraining order, or injunctive relief to help ensure the health, safety or welfare of the victim or his or her child.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.



- Employee may also use their earned sick leave for personal or immediate family member medical appointments. Requests should be made at least twenty-four (24) hours in advance if possible. For other than medical-related appointments, appointments should be scheduled for the first or last hour of the shift.

After four (4) consecutive working days of illness, the District may require written verification from a health care provider, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work.

The District, with advance written warning, may require a doctor's certificate or other evidence acceptable to the District after any sick leave time is taken.

Employees on unpaid FMLA / CFRA leave must use accrued sick leave during the protected leave, subject to legal requirements.

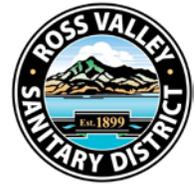
BEREAVEMENT LEAVE

Leave with pay up to five (5) consecutive working days shall be granted by the General Manager or designee in case of the death of a mother, father, spouse, sister, brother, son or daughter. Bereavement leave in case of death of other persons may be granted only upon approval of the District. Bereavement leave shall be charged against accumulated sick leave.

INDUSTRIAL DISABILITY

Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

1. All District benefits shall continue to accrue during the period of integration with Workers' Compensation and/or other disability benefits and accrued vacation/sick leave. Upon exhaustion of integration pay, employee will be on unpaid status and leave accruals will discontinue, unless the law requires otherwise. After six months of unpaid status, insurance benefits shall discontinue, unless the law requires otherwise.
2. Employees on authorized leave of absence as a result of a work-related injury may be assigned Modified Duty within the classification if cleared for such assignment by either a workers' compensation doctor, personal doctor, or qualified medical examiner.
3. Employees needing medical examinations during work hours shall be on District time (i.e., paid status) to attend medical appointments for work-related injuries. The paid status will cover reasonable travel time and scheduled appointments only. Employees will be required to work all other scheduled hours in the same workday when such appointments are scheduled. Whenever possible, appointments should be scheduled on a regularly scheduled day off or during the first or last hours of the work shift.



INDUSTRIAL DISABILITY – INTEGRATION PAY

Leave in the event of an industrial accident, injury or illness, where Workers' Compensation is not immediately payable, the District will provide pay, without charging sick leave, as noted below following an industrial accident, injury and/or illness, for all but stress-related workers' compensation claims, provided that the worker's compensation carrier determines that:

1. The accident, injury, and/or illness is work related;
2. Time off work is warranted;
3. The duration of time off work is supported by medical verification.

In accordance with the language stated above, the District will provide eighty-six per cent (86%) of the first sixty (60) days of the Workers' Compensation event.

Employees will retain temporary total disability (TTD) payments received from workers' compensation insurance carrier, and District will provide through payroll the difference between the TTD benefit and 86% of pay as described above. District will also integrate payment from other disability insurance and/or leave benefits (if available) up to amount of compensation that employee would otherwise have earned for working his/her usual assigned weekly schedule.

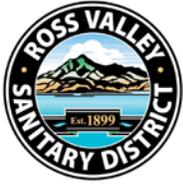
UNPAID MEDICAL LEAVE OF ABSENCE

The District may approve, upon receipt of a written request, up to five (5) months of unpaid medical leave of absence. The employee has the right to return to his/her original job at the end of the approved unpaid medical leave unless the job has ceased to exist because of legitimate business reasons unrelated to the leave or the basis for the leave, or because preserving the job would have substantially undermined the District's ability to operate the business safely and efficiently.

Employees are required to exhaust all sick leave, vacation leave, holiday leave, and compensatory time off prior to being placed on unpaid status, regardless of the reason for and/or entitlement to time off, unless the law requires otherwise.

UNPAID NON-MEDICAL LEAVE OF ABSENCE

The General Manager may approve a non-medical leave of absence for compelling reasons. Employees must submit requests in writing to the General Manager at least thirty (30) days in advance whenever possible. The General Manager is under no obligation to accept such requests and his/her decision is final. Although reasonable efforts will be made to reinstate the employee in the same or a similar position, job reinstatement cannot be guaranteed for non-medical leaves in excess of sixty (60) days, unless the law requires otherwise.



Employees are required to exhaust all vacation leave, compensatory time off and holiday leave prior to being placed on unpaid status, regardless of the reason for and/or entitlement to time off, unless the law requires otherwise.

MONTHLY REPORT

The District shall provide each employee with a monthly report listing his or her accumulated sick leave and vacation leave.

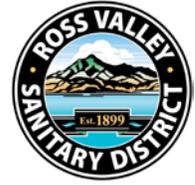
SICK LEAVE INCENTIVE PROGRAM

Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit).

JURY DUTY OR COURT APPEARANCES

Employees called upon for jury duty or subpoenaed as a witness or an expert witness in a case arising in the course of their work or the work of the District (said subpoena must be submitted to the General Manager), shall remain in their regular pay status and turn over to the District all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (all issues other than District business) shall take vacation leave or leave without pay and retain all witness fees paid to them.



SECTION VIII – HOLIDAYS

DATES

Employees shall be entitled to the following holidays with pay:

- First day of January, known as New Year's Day
- Third Monday in January, known as Dr. M. L. King Jr. Day
- Third Monday in February, known as Presidents' Day
- Last Monday in May, known as Memorial Day
- Fourth (4th) of July, known as Independence Day
- First Monday in September, known as Labor Day
- Eleventh (11th) day of November, known as Veterans' Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- December twenty-fourth (24th), after 4 hours worked
- December twenty-fifth (25th), known as Christmas Day
- December thirty-first (31st), after 4 hours worked

Also, at the District's discretion, every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday.

HOLIDAY ON SATURDAY OR SUNDAY

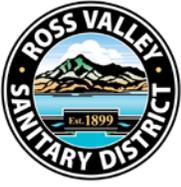
When a holiday falls on a Saturday or Sunday, the Friday proceeding a Saturday or a Monday following a Sunday holiday shall be deemed to be a holiday in lieu of the day observed.

If the December 25th or January 1st holiday falls on a Saturday, the holiday shall be observed on the preceding Friday and the one-half day holiday preceding December 25th and/or January 1st shall be observed on the preceding day (Thursday) after 4 hours worked.

If the December 25th or January 1st holiday falls on a Sunday, the holiday shall be observed on the following Monday and the one-half day holiday preceding December 25th and/or January 1st shall be observed on the preceding Friday after 4 hours worked.

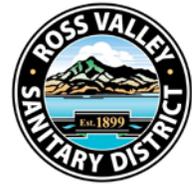
If the December 25th or January 1st holiday falls on a Monday, Monday shall be observed as the holiday. The one-half day holiday preceding December 25th and/or January 1st shall be observed on the preceding Friday after 4 hours worked.

For an employee who does not work a Monday through Friday schedule, the day immediately following his/her two (2) days off shall be deemed to be a holiday in lieu of the day observed.



FLOATING HOLIDAYS

1. Each employee accrues four (4) floating holidays per year, which are posted to the employee's leave account quarterly.
2. A request to take a floating holiday(s) requires the approval of the supervisor.
3. Unused floating holidays will be converted to vacation leave once annually on January 1st.
4. Upon termination, unused floating holidays shall be paid at a straight time rate.



SECTION IX – CLOTHING AND EQUIPMENT

UNIFORMS, COVERALLS AND SAFETY GLASSES

1. District shall provide and launder uniforms and/or coveralls. District shall provide one (1) jacket, and ten (10) T-shirts with District's name per year and it will be the employee's responsibility to launder said jacket, and T-shirts.
2. District shall provide safety glasses.

STEEL-TOED SAFETY BOOTS

The District shall annually (on July 1) provide each employee a safety boot allowance in the amount of three hundred dollars (\$300.00).

It is understood that the safety boot allowance is expressly for the purchase of employee's steel-toed safety boots and accessories such as insoles, shoelaces, etc.

The District shall also provide each employee a pair of calf-high, steel-toed rain boots. If agreed to by the District as being necessary to perform the duties, chest-waders will be supplied to those employees requiring them. The employee must wear the boots while performing District duties.

TOOLS

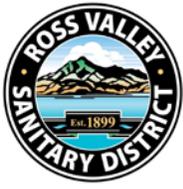
District shall provide all tools and equipment it deems essential to complete assigned duties.

UNIFORM WEAR

Unit members shall wear the uniform provided and the boots purchased in accordance with this section while on duty. The employee has the choice of wearing one of the following combinations of supplied uniform during the performance of employees' duties:

1. Issued pants and shirt;
2. Issued pants and T-shirt;
3. Issued coveralls and vest; or
4. Other combination as approved by the District.

The District shall meet and confer over any proposed uniform changes.



SECTION X – FRINGE BENEFITS

MEDICAL PLANS

The District offers the Public Employees Retirement System (PERS) Medical Insurance Program. District contributions are as described below:

1. Minimum Employer Contribution

The District's monthly contribution for each eligible active employee shall be the minimum employer contribution required under PEMHCA, as may be adjusted by CalPERS from year to year.

2. In addition, the District shall contribute the following amounts to the Cafeteria Plan on behalf of each employee:

- Subscriber Only – Up to a maximum of 100% of the Kaiser Bay Area premium for Subscriber Only
- Subscriber Plus One - Up to a maximum of 100% of the Kaiser Bay Area premium for Subscriber Only
- Subscriber Plus Two or more - Up to a maximum of 100% of the Kaiser Bay Area premium for Subscriber Only

The District's minimum employer contribution toward medical insurance will be deducted from the amount of contribution provided above.

3. Employee Medical Contributions

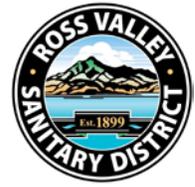
The employee shall pay any difference between the District's contribution to the Cafeteria Plan and the actual premium of medical insurance selected by the employee, if applicable. In no event shall the District's contribution exceed the actual cost of the premium.

DENTAL PLAN

The District shall pay the cost of the Marin County Dental plan with Delta Dental Service, which provides eighty percent (80%) payments for the employee and family to a maximum of \$2000 plus orthodontics (child only, 50% coverage to a \$1000 maximum). This coverage shall continue during the term of this contract and the District shall pay any increased cost in premium during this period.

MEDICAL INSURANCE IN-LIEU

An employee covered by this MOU may apply in writing to the District for waiver of required participation in the District's medical insurance program. Employees enrolled in the District's medical insurance



coverage are not eligible to receive in-lieu payments. To opt-out of the District's medical insurance and receive a payment in-lieu, the employee must provide proof of alternative minimum essential medical coverage for the employee and the employee's tax family. The payment-in-lieu of District medical insurance shall be paid as a taxable cash benefit and is not reportable to CalPERS as pensionable compensation.

Employees hired on or before July 1, 2009 shall receive a payment based on the then-current applicable District contribution rate, depending on family status.

Employees hired after July 1, 2009 shall receive a payment of \$184.62 per pay period in-lieu of medical insurance coverage.

LIFE INSURANCE

The District shall maintain a life insurance policy equal to two (2) times the annual salary, rounded to the nearest thousand, not to exceed \$125,000, per each employee covered by this MOU. Amounts in excess of \$75,000 must meet carrier insurability requirements.

SHORT-TERM DISABILITY COVERAGE

The District shall pay the full cost of providing a short-term disability insurance plan for each employee. After a thirty (30) day waiting/elimination period of disability, the plan provides for sixty six and two-thirds percent (66 2/3%) of weekly earnings up to two thousand five hundred dollars (\$2,500) per week for the first eighteen (18) weeks of coverage (after the elimination period).

To the extent permitted by contract or law, this insurance coverage shall be integrated with worker's compensation or sick leave benefits received by the employee.

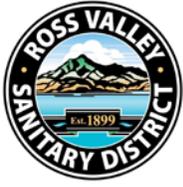
LONG-TERM DISABILITY INSURANCE

The District shall pay the full cost of providing a long-term disability insurance plan for each employee after a one hundred and eighty (180) day waiting/elimination period. The plan provides for sixty-six and two-thirds percent (66 2/3%) of monthly earnings up to ten thousand dollars (\$10,000) per month, up to a maximum period of payment, as described in the insurance plan's summary document.

This insurance coverage shall be integrated with the worker's compensation carrier or other benefits received by the employee.

COMPUTER PURCHASE PROGRAM

An employee may elect to purchase a computer for personal use by receiving a low-interest loan through the District's Employee Computer Purchase Assistance Program. The District retains the right to modify, change or cancel said program with a thirty (30) day notice to employees. Loans given by the District to



an employee for a personal computer purchase will be at a percentage rate equal to the Local Agency Investment Fund (LAIF) for the prior quarter. Interest rates will remain at that rate throughout the two-year term of the loan. The cost of the computer will be repaid with interest by payroll deduction over the next fifty-two (52) pay periods.

VISION INSURANCE

The District shall provide vision insurance at no cost to the employee, and his/her dependents. Vision insurance plan will provide coverage characterized as “12/12/12, \$10/\$25/\$130 Allowance.” Plan documents are on file with the District’s benefits administration office and will be provided to employees upon request.

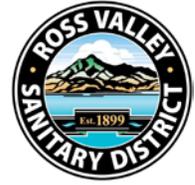
457 DEFERRED COMPENSATION PLAN

Effective the first full pay period of January 2020, the District shall contribute \$50.17 per pay period to each employee enrolled in the District’s ICMA-RC 457 Plan.

WELLNESS PROGRAM

Since its adoption in 2010, the federal Affordable Care Act has specifically recognized the importance of employer engagement in promoting employee health and reducing risks of chronic disease or injury. Consistent with this important public policy, the District offers a voluntary wellness program, consisting of reimbursement of up to five-hundred dollars (\$500) per fiscal year for an employee’s wellness-related expenditures. Reimbursement may be made for a range of programs intended to improve and promote employee health and fitness, including gym memberships, smoking cessation, diabetes management, weight loss programs, and preventative health screenings.

Employees must submit all requests for reimbursement no later than July 31 of each year for expenses incurred during the preceding fiscal year (July 1 through June 30); and may also be required to submit supporting information demonstrating that the content of the program promotes health and/or reduces risks of chronic disease or injury. The General Manager’s approval or denial of any reimbursement request will be made in writing and is final.



SECTION XI – HEALTH AND SAFETY

SAFETY LAWS AND EQUIPMENT

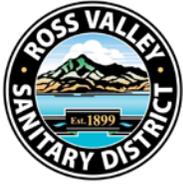
District shall comply with all applicable County, State and Federal Safety requirements, and shall furnish to employees, as needed, all safety equipment therein required, and employees must use said safety equipment.

JOINT SAFETY COMMITTEE

There shall be a Joint Safety Committee of which two (2) members shall be members of the bargaining unit. In addition to regularly scheduled safety meetings, the committee shall meet upon the call of two (2) members of the committee when a safety condition merits immediate discussion.

STATE DRIVER'S LICENSE

Each employee shall maintain a valid California driver's license applicable to the position and be insurable by the District's insurance carrier as a condition of continued employment.



SECTION XII – EMPLOYMENT CATEGORIES

The General Manager is responsible for all hiring of District staff.

REGULAR FULL-TIME EMPLOYEE

Employees in this category have successfully completed a probationary period and regularly work a minimum of forty (40) hours per week. Employees in this status are required to participate in the State retirement program (CalPERS), and are eligible to participate in all benefit programs offered by the District subject to the terms, conditions and limitations of each benefit program.

EMPLOYMENT CLASSIFICATIONS

All District positions are classified as either exempt or non-exempt according to the Fair Labor Standards Act.

EXEMPT POSITIONS

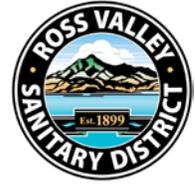
If a position is classified as exempt as defined by the Fair Labor Standards Act, no overtime compensation will be paid to employees occupying that position.

NON-EXEMPT POSITIONS

Employees designated as non-exempt are paid on an hourly basis with overtime compensation paid or compensatory time earned for more than eight hours in one workday or forty (40) hours in one workweek, unless a 9/80 work schedule or 4/10 work schedule has been implemented. Non-exempt employees may choose to take compensatory time off in lieu of overtime pay.

DISASTER WORKERS

Government Code sections 3100-3109 designates all public employees as disaster workers in protection of State citizens and resources. As disaster workers, employees are required to serve during a State or local emergency providing disaster service activities as assigned by a District supervisor or manager.



SECTION XIII – REDUCTION IN FORCE/SENIORITY

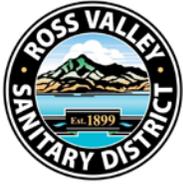
REDUCTION IN FORCE

Any employee who is laid off due to a reduction in force and thereafter, within a period of one (1) year, shall be offered first refusal for that same position, and if reinstated to District service shall, to the extent possible for purposes of all rights and benefits, be deemed to have been on leave without pay. Reduction in force shall be governed by seniority within each classification. For purposes of a reduction in force, seniority is defined as an employee's original date of hire with the District.

In instances of a tie (i.e. two or more employees have the same hire date) the bargaining unit will decide how to rank the impacted employees' seniority within five (5) calendar days. In the event the unit does not make a determination within five (5) calendar days, management shall make a determination.

SENIORITY

For purposes other than reduction in force, seniority is defined as the employee's original date of hire with the District minus any hours spent in a non-bargaining unit position. In the event that a non-bargaining unit employee is involuntarily assigned to a bargaining unit position, the Union and the District will meet and confer regarding the impacts of the assignment.



SECTION XIV – GRIEVANCES AND DISCIPLINARY ACTION

DEFINITION AND SCOPE

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, provisions of this MOU that is not disciplinary action.

RIGHT TO FILE

A grievance may be filed by an employee on his/her own behalf, jointly by any group of employees, or by an employee organization (“Grievant”).

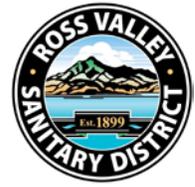
INFORMAL GRIEVANCE

1. Within five (5) working days of the event giving rise to a grievance, or of the Grievant becoming aware of such event, the Grievant shall present the grievance informally for disposition by the immediate supervisor, or at any appropriate level of authority.
2. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

FORMAL GRIEVANCE

If the Grievant believes the grievance has not been redressed within five (5) working days, the Grievant may initiate a formal grievance by filing a written grievance with the District office within twenty (20) working days thereafter. The form shall contain the following elements:

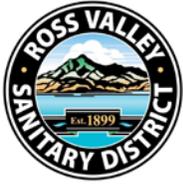
- a. Identify of Grievant;
 - b. Grievance step cited;
 - c. Date grievance initiated;
 - d. Date on which the event occurred;
 - e. A clear statement of the nature of the grievance citing the applicable language of the MOU. or other pertinent document involved;
 - f. A proposed solution to the grievance; and
 - g. The signature of the grievant.
1. Step 1.
Within ten (10) working days after a formal grievance is filed, the District Administrative Services Manager shall investigate the grievance, and confer with the Grievant in an attempt to resolve the grievance and make a decision in writing.



2. Step 2.
 - a) If the grievance is not resolved in Step 1 to the satisfaction of the Grievant, the Grievant may, within five (5) working days from receipt of the Administrative Service Manager's decision, request consideration of the grievance by the General Manager, by notifying the District Office in writing.
 - b) Within ten (10) working days after such notification, the General Manager shall investigate the grievance, confer with persons affected and their representatives, and render a decision in writing.
 - c) If the decision of the General Manager resolves the grievance to the satisfaction of the grievant, it shall bind the District subject to ratification by the Board if the decision requires an unbudgeted expenditure.
3. Step 3.
 - a) If the grievance is not resolved in Step 2 to the satisfaction of the Grievant, the Union may, within five (5) working days from receipt of the General Manager's decision, request final and binding arbitration.
 - b) The decision of the arbitrator shall be final and binding on all parties.
 - c) In the event the parties cannot agree on an arbitrator, they shall ask the State Conciliation and Mediation Service to furnish a list of arbitrators.

GENERAL CONDITIONS

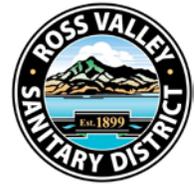
1. The District Office shall act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. A grieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in a representation unit, in which a grieved employee is included, is entitled to be present at all meetings, conferences and hearings.
4. Where the Union is funding the arbitration, all expenses of arbitration shall be shared equally by the District and the Union.
5. Failure on the part of the District or the Grievant to appear in any case before the arbitrator, without good cause, shall result in the forfeiture of the case.
6. In certain grievances, the first step may be skipped if the grievance arises out of an action by an authority above the level of the immediate supervisor. However, no grievance shall originate higher than Step Two.
7. Failure at any step of this procedure to communicate a decision on the grievance within the specified time limits shall mean that the grievance is denied at that step and shall permit the



lodging of an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.

DISCIPLINARY ACTION

Disciplinary matters will be handled in accordance with Policy 404 of the District's Administrative and Personnel Policy Book.



SECTION XV – RETIREMENT

RETIREMENT BENEFIT

1. Unless required to do so by law, the District shall not revise any benefit provided by the Retirement System to employees, or to any other person, when such revision will change present or future retirement system contributions by the employees subject to this MOU; provided, however, such benefit change may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.

2. The District shall continue as an employer under the provisions of the California Public Employees Retirement System (CalPERS). As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit, final compensation for employees shall be based on the highest average annual pensionable compensation earned by the member during the thirty-six (36) consecutive months immediately preceding his or her retirement, or some other thirty-six (36) consecutive month period designated by the member.

a. New (PEPRA) CalPERS Members – Benefit Formula and Employee Contribution.

All employees hired on or after January 1, 2013 will be provide CalPERS retirement benefits in compliance with the 2012 Public Employees’ Pension Reform Act (PEPRA). Employees classified as “New” under PEPRA will be covered by the CalPERS 2% at 62 retirement formula. Employees shall contribute at least fifty percent (50%) of the Normal Cost of their Plan as calculated annually by CalPERS.

b. Classic CalPERS Members – Benefit Formula and Employee Contribution

Employees hired prior to January 1, 2013 or Classic CalPERS members hired subsequently shall be provided the 2.7% at 55 retirement formula. Effective July 1, 2015, employees shall contribute 100% of the required member contribution.

MEDICAL AFTER RETIREMENT

1. Minimum Employer Contribution

All eligible retirees shall be entitled to the required minimum employer contribution upon retirement, pursuant to CalPERS PEMHCA resolution.

2. Basic Retiree Medical Plan

- a. Employees who at the time of retirement are age fifty-five (55) or older with at least five (5) years of District service and a total of at least twenty (20) years of District or



comparable public sector service, the District provides an additional contribution on a reimbursement basis to augment the required Public Employees' Medical and Hospital Care Act (PEMHCA) retiree medical contribution. The total District contribution shall be forty percent (40%) of the employee-only premium of the least expensive PERS Medical Insurance available in the Bay Area each year and will be made only until the retiree reaches Medicare-eligible age. The retiree shall pay the balance of the premium. Once an employee reaches the age for Medicare eligibility, the District's contribution towards retiree medical insurance shall cease. For the purposes of this section, comparable public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

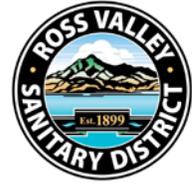
- b. Employees that retire directly from District service prior to January 1, 2020, will be eligible for the Basic Retiree medical plan benefits in accordance with the following schedule:

BASIC RETIREE MEDICAL PLAN	
Years of Service	District Contribution
Retired at age 55 or older with at least 5 years of District service and with 20 or more years of District or comparable public sector service.	40% of employee only premium, based on lowest cost PERS medical plan available in North Bay, until Medicare eligible.

- c. Funding. The District shall bear 100% of the cost for the Basic Retiree Medical Plan as described above. The cost is determined in accordance with the Governmental Accounting Standard Board (GASB) guidelines and shall be updated in accordance with CalPERS and CERBT requirements every two (2) years.

3. Enhanced Retiree Medical Plan

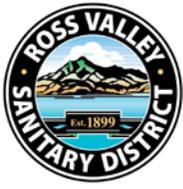
- a. Employees who at the time of retirement are age fifty-five (55) or older with at least five (5) years of District service and a total of at least ten (10) years of District or comparable public sector service, the District provides an additional contribution on a reimbursement basis to augment the required Public Employees' Medical and Hospital Care Act (PEMHCA) retiree medical contribution. The total District contribution shall be fifty percent (50%) of the employee-only premium of the least expensive PERS Medical Insurance available in the Bay Area each year for life. The retiree shall pay the balance of the premium. For the purposes of this section, comparable public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.



- b. Employees who at the time of retirement are age fifty-five (55) or older with at least 5 years of District service and a total of at least fifteen (15) years of District or comparable public sector service, the District provides an additional contribution on a reimbursement basis to augment the required Public Employees’ Medical and Hospital Care Act (PEMHCA) retiree medical contribution. The total District contribution shall be seventy five percent (75%) of the employee-only premium of the least expensive PERS Medical Insurance available in the Bay Area each year for life. The retiree shall pay the balance of the premium. For the purposes of this section, comparable public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.
- c. Employees who at the time of retirement are age fifty-five (55) or older with at least 5 years of District service and a total of twenty (20) years or more of District or comparable public sector service, the District provides an additional contribution on a reimbursement basis to augment the required Public Employees’ Medical and Hospital Care Act (PEMHCA) retiree medical contribution. The total District contribution shall be one hundred percent (100%) of the employee-only premium of the least expensive PERS Medical Insurance available in the Bay Area each year for life. The retiree shall pay the balance of the premium, if any. For the purposes of this section, comparable public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.
- d. Employees that retire directly from District service on or after January 1, 2020, and who have contributed to the plan funding, will be eligible for plan benefits in accordance with the following schedule:

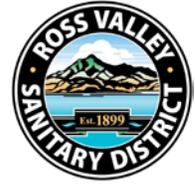
ENHANCED RETIREE MEDICAL PLAN	
Years of Service	District Contribution
Retired at age 55 or older with a minimum of 5 years of District service AND a minimum of 10 years of District or comparable public sector service	50% of employee only premium, based on lowest cost PERS medical plan available in North Bay, for life.
Retired at age 55 or older with a minimum of 5 years of District service AND a minimum of 15 years of District or comparable public sector service	75% of employee only premium, based on lowest cost PERS medical plan available in North Bay, for life.
Retired at age 55 or older with a minimum of 5 years of District service AND a minimum of 20 years of District or comparable public sector service	100% of employee only premium, based on lowest cost PERS medical plan available in North Bay, for life.

- e. Funding. The Employees shall bear 100% of the cost difference between the Basic Retiree Medical Plan and the Enhanced Retiree Medical Plan. Employees shall make contributions via payroll deduction. The employee cost is determined in accordance with the Governmental Accounting Standard Board (GASB) guidelines and shall be updated in



AFSCME Local 2167 & RVSD MOU

accordance with CalPERS CERBT requirements, every two (2) years. Effective the first full pay period following January 1, 2020 employees shall make a non-refundable contribution to the District CERBT Trust of \$109.73 per pay period. The District shall provide sixty (60) days' notice of any changes in the employee contribution.



SECTION XVI – CAREER LADDERS AND JOB OPENINGS

JOB NOTICES

The District shall provide job-opening announcements to all employees in a timely fashion by posting on the bulletin board in the Employees Room.

CAREER LADDERS

Specific career ladders shall be maintained and extended where possible. This program shall be supported by budgetary position allocations which permit promotion through the ranks to the highest non-specialized position in a series upon qualifying therefore, whenever possible. The District reserves its right to recruit from outside of District staff after considering District staff.

MILEAGE FOR CAREER OPPORTUNITIES

The District shall provide each employee with job-related educational opportunities. District shall pay the tuition for approved training programs. Transportation will normally be provided by District vehicle. If District approves the use of a private car, the District will reimburse the employee at the then-current IRS mileage rate.

GRADE IV CWEA CERTIFICATE INCENTIVE

Employees who achieve CWEA Grade IV certificate shall receive a one-time three hundred-dollar (\$300.00) incentive award.

REIMBURSEMENT FOR GRADES, CERTIFICATES AND CLASS A DRIVER'S LICENSE

The District shall reimburse employees for the cost (class fees, books, and examination fees) of obtaining and renewing required and/or approved grades, certificates and Class A driver's license upon successful completion.

If an examination is scheduled during regular working hours, the employee shall be compensated at his or her base rate of pay to take the examination. If the examination is scheduled on a weekend or time other than during regular work hours, the employee shall not be compensated for time taking the exam.



SECTION XVII – MISCELLANEOUS

PROBATION PERIOD

Probationary period for all new employees shall be for a period of twelve (12) months from the date of hire into a regular position. An employee may be terminated, with or without cause, during the probationary period and has no recourse to the District's grievance or appeals process, except for appeals under Non-Discrimination.

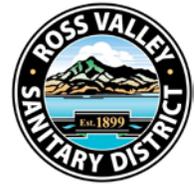
An employee promoted or transferred to a new position shall serve a six (6) month probationary period before obtaining regular status in that position. A promoted or transferred employee unable to satisfactorily perform duties and responsibilities of a new position shall demote back to previously held position.

COMMERCIAL LICENSE REQUIRED MEDICAL EXAMS

The District shall pay for cost of required CA commercial driver license medical exams obtained only from the District's occupational health provider or other approved medical provider, and employees may receive such medical exams on work time. Should an employee choose to obtain a medical exam from a provider other than the District's occupational or other approved medical provider, he/she must use an appropriate accrued leave balance for the time of the exam. Reimbursement for an exam by a provider not approved by the District shall be made up to a maximum cost of an exam obtained from a District-approved provider and in no case will the reimbursement exceed the actual cost of the medical exam. The District will provide approved provider cost information upon request of the employee. The District will provide notice to the Union if it changes the occupational provider.

PAY DATES

All paychecks are to be signed and ready by 8:00 AM on each payday. Paydays are biweekly on Fridays. Paychecks will cover a pay period of a two (2) week period of time. Each paycheck will reflect the base hourly rate of pay, any overtime, holiday pay or premium pay received during the pay period.



SECTION XVIII – STRIKES AND LOCKOUTS

During the term of this MOU, District agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage or approve any unlawful strike, slowdown or other work stoppage. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this MOU, recognizing, with District, that all matters of controversy within the scope of this MOU shall be settled by the grievance procedure set forth herein.

SECTION XIX – SUCCESSORSHIP CLAUSE

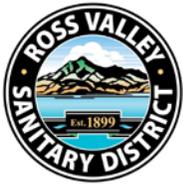
During the term of this MOU, the Union and District agree that if District engages in merger, consolidation, reorganization, transfers, delegates, or otherwise shifts the functions, the work, and the workers shall remain AFSCME-represented employees covered by this MOU. This MOU shall be an obligation of ally successor, assigned, new entity, and covered by any rules, or regulations of the State of California. Additionally, a representative of the Union shall be a party to any committee, group, subgroup, formed to discuss, consider, or in any way contemplate this issue.

SECTION XX – CROSS TRAINING

All Collection System Worker employees are cross-trained and are required to perform all tasks and duties assigned to Collection System Worker Classifications.

SECTION XXI – SAVINGS CLAUSE

In the event that any provision of this MOU is declared unlawful or otherwise invalid by a court or by any law or regulation, all other articles, sections or subsections of this MOU shall continue in full force and effect.



SECTION XXII – COMPLETE AGREEMENT

This MOU is subject to all existing laws of the State of California, ordinances and regulations of the District and the County of Marin. The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. This MOU terminates and supersedes past practices, procedures, understandings, agreements, policies or rules and regulations inconsistent with any matters covered in this MOU. The parties acknowledge that, for the term of this MOU, each voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be obligated to negotiate, on any mandatory subject of bargaining covered by this MOU. However, the parties acknowledge that they may change any provision of this Agreement with a Side Letter approved by mutual agreement. Nothing contained herein shall preclude the parties from meeting and conferring on matters not covered by the Agreement, in accordance with the MMBA. Except in cases of emergency, the District shall not implement any changes to any matter within scope of bargaining, as defined by the MMBA, not covered herein without first having met and conferred with the Union.

IN WITNESS THEROF, the parties have caused their duly authorized representatives to execute the Agreement this 18th day of September 2019.

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

ROSS VALLEY SANITARY DISTRICT

By: _____
Michael Seville, AFSCME Business Agent

By: _____
Michael Boorstein, President of the Board

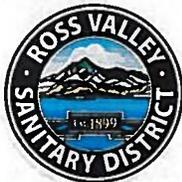
By: _____
Phil Marcantonio, Chapter President

By: _____
Thomas Gaffney, Secretary of the Board

By: _____
Matthew Jazuk, Chapter Vice-President

By: _____
Steve Moore, General Manager

By: _____
John Vogel, Supervisor Shop Steward



SECTION XXII – COMPLETE AGREEMENT

This MOU is subject to all existing laws of the State of California, ordinances and regulations of the District and the County of Marin. The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. This MOU terminates and supersedes past practices, procedures, understandings, agreements, policies or rules and regulations inconsistent with any matters covered in this MOU. The parties acknowledge that, for the term of this MOU, each voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be obligated to negotiate, on any mandatory subject of bargaining covered by this MOU. However, the parties acknowledge that they may change any provision of this Agreement with a Side Letter approved by mutual agreement. Nothing contained herein shall preclude the parties from meeting and conferring on matters not covered by the Agreement, in accordance with the MMBA. Except in cases of emergency, the District shall not implement any changes to any matter within scope of bargaining, as defined by the MMBA, not covered herein without first having met and conferred with the Union.

IN WITNESS THEROF, the parties have caused their duly authorized representatives to execute the Agreement this 18th day of September 2019.

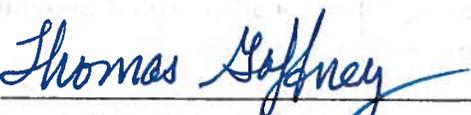
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

ROSS VALLEY SANITARY DISTRICT

By: 
Michael Seville, AFSCME Business Agent

By: 
Michael Boorstein, President of the Board

By: 
Phil Marcantonio, Chapter President

By: 
Thomas Gaffney, Secretary of the Board

By: 
Matthew Jazuk, Chapter Vice-President

By: 
Steve Moore, General Manager

By: 
John Vogel, Supervisor Shop Steward

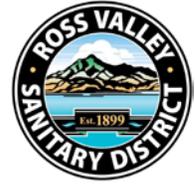


EXHIBIT A
SALARY SCHEDULE FOR AFSCME REPRESENTED EMPLOYEES

Exhibit A

Ross Valley Sanitary District - AFSCME Employees Salary Schedule

This salary schedule (Exhibit A to the MOU) contains the complete list of District job classifications represented by AFSCME Local 2167.

OLD SCHEDULE

JOB CLASSIFICATION	RANGE	Monthly						Longevity	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	5% > Base	7.5% > Base
Collection Systems Worker	R13	\$ 5,946.14	\$ 6,243.45	\$ 6,555.61	\$ 6,883.40	\$ 7,227.57	\$ 7,588.95	\$ 7,968.39	\$ 8,158.12
Engineering Technician	R18	\$ 6,727.50	\$ 7,063.89	\$ 7,417.08	\$ 7,787.93	\$ 8,177.32	\$ 8,586.19	\$ 9,015.50	\$ 9,230.15
Crew Lead	R22	\$ 7,425.90	\$ 7,797.19	\$ 8,187.05	\$ 8,596.41	\$ 9,026.22	\$ 9,477.54	\$ 9,951.41	\$ 10,188.35
Inspector	R23	\$ 7,611.56	\$ 7,992.14	\$ 8,391.75	\$ 8,811.34	\$ 9,251.91	\$ 9,714.50	\$ 10,200.23	\$ 10,443.09
Operations/Capital Supervisors	R25	\$ 7,996.89	\$ 8,396.73	\$ 8,816.57	\$ 9,257.40	\$ 9,720.27	\$ 10,206.28	\$ 10,716.60	\$ 10,971.76

NEW SCHEDULE - Effective First Full Pay Period After July 1, 2019 (includes COLA)

JOB CLASSIFICATION	RANGE	Monthly						Longevity	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	5% > Base	7.5% > Base
Collection System Worker I	40	\$ 5,448.71	\$ 5,721.15	\$ 6,007.21	\$ 6,307.57	\$ 6,622.95	\$ 6,954.09	\$ 7,301.80	\$ 7,475.65
Collection System Worker II	46	\$ 6,318.84	\$ 6,634.78	\$ 6,966.52	\$ 7,314.85	\$ 7,680.59	\$ 8,064.62	\$ 8,467.85	\$ 8,669.46
Senior Collection System Worker	53	\$ 7,511.11	\$ 7,886.67	\$ 8,281.00	\$ 8,695.05	\$ 9,129.81	\$ 9,586.30	\$ 10,065.61	\$ 10,305.27
Engineering Technician	51	\$ 7,149.19	\$ 7,506.65	\$ 7,881.98	\$ 8,276.08	\$ 8,689.88	\$ 9,124.37	\$ 9,580.59	\$ 9,808.70
Crew Lead	R22	\$ 7,797.20	\$ 8,187.05	\$ 8,596.40	\$ 9,026.23	\$ 9,477.53	\$ 9,951.41	\$ 10,448.98	\$ 10,697.77
Inspector	56	\$ 8,088.65	\$ 8,493.08	\$ 8,917.73	\$ 9,363.62	\$ 9,831.80	\$ 10,323.39	\$ 10,839.56	\$ 11,097.65
Operations Supervisor	60	\$ 8,928.35	\$ 9,374.77	\$ 9,843.51	\$ 10,335.69	\$ 10,852.47	\$ 11,395.09	\$ 11,964.85	\$ 12,249.73

CWEA CERT PAY*: Receive INDICATED % of base pay for each current certification, up to 10% - **for CSW Classifications Only**

*Classifications that require CWEA certification to meet minimum qualifications do not receive additional pay for the certification.

For example, Senior CSW classification will not receive additional cert pay for CWEA Grade 3 Collection System Maintenance Certificate.

Mechanical Technologist Grade 1 – 2.5%

Mechanical Technologist Grade 2 – 2.5%

Collection System Maintenance Grade 2 – 2.5%

Collection System Maintenance Grade 3 – 2.5% for CSWs hired after July 1, 2015

Collection System Maintenance Grade 3 – 5.0% for CSWs hired prior to July 1, 2015

LONGEVITY PAY: Receive INDICATED % of base pay, up to 7.5% - **for AFSCME Members enrolled prior to April 20, 2016 Only**

After 10 years' service: Five percent (5%) over the base salary

After 15 years' service: Seven and one-half percent (7.5%) over the base salary

**ROSS VALLEY SANITARY DISTRICT
RESOLUTION NO. 19-1564**

**A RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN ROSS VALLEY SANITARY DISTRICT AND AFSCME LOCAL 2167**

WHEREAS, Ross Valley Sanitary District (District) has, through its designated representatives, met and conferred in good faith, in accordance with the provisions of the Meyers-Milias-Brown Act, with AFSCME Local 2167 (Union), the recognized representative of certain of the District's employees; and

WHEREAS, the Board has fully considered the information, opinions and recommendations made by the Union during the meet and confer process, and the representatives of both the District and the Union have reached agreement on matters within the scope of representation on behalf of the represented employees and the employees have ratified the tentative agreements; and

WHEREAS, the District's representatives and the Union have jointly prepared written documents reflecting the agreements, including a Memorandum of Understanding (MOU), which is attached hereto as **Exhibit A**; and the District's representatives have recommended that the Board adopt the MOU between Ross Valley Sanitary District and AFSCME Local 2167.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby approve and adopt the recommended MOU as shown in the attached exhibit and incorporated herein.

BE IT FURTHER RESOLVED that the Board authorizes and directs the General Manager or designee to implement and administer the MOU, and execute any supplements, modifications or amendments to the MOU that are operational and not financial in nature, subject to concurrence from the District's Counsel, which may be necessary from time to time to implements its terms.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Ross Valley Sanitary District at a regular meeting held on the 18th day of September 2019, by the following vote:

AYES: *Gaffney, Kelly, Meigs, Sylla, Boorstein*

NOES: *none.*

ABSENT: *none.*

ABSTAIN: *none.*

Attest:



Thomas Gaffney
Secretary of the Board



Michael Boorstein
President of the Board