

MEMORANDUM OF UNDERSTANDING

BETWEEN

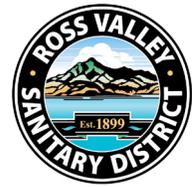
AFSCME LOCAL 829

AND

ROSS VALLEY SANITARY DISTRICT

JULY 1, 2024 – JUNE 30, 2029

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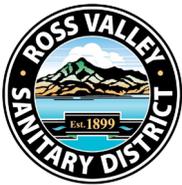
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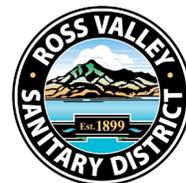
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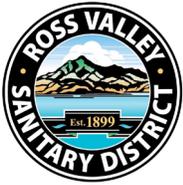
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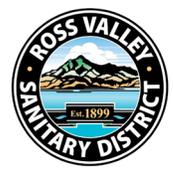
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AFSCME LOCAL 829 & RVSD MOU

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by and between the Ross Valley Sanitary District ("District") and the American Federation of State, County, and Municipal Employees, Local 829 ("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, 2024, through June 30, 2029, unless otherwise provided herein. This MOU will take effect after approval by the District's Board of Directors.

SECTION II - RECOGNITION

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**.

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

A. NON-DISCRIMINATION

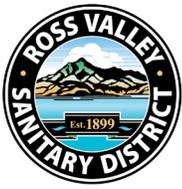
The District and Union agree that no person covered by this MOU will be discriminated against based on any classification or concerted activity protected by state or federal law.

B. 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 will have access to employee's performance files, but not employee's personal information file.

An employee may inspect their 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 Administrative Services Manager. Upon written consent from the employee, a representative of the employee may also review an employee's personnel file. The 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.



C. UNION NOTIFICATION

Whenever a person in a represented classification is hired, District will 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 will be given no less than ten (10) business days' notice of a scheduled new employee orientation, and a Union representative will be granted time to attend pending appropriate notification to Human Resources. The Union will have up to thirty (30) minutes to meet with new employees at new employee orientations.

The District will 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 will 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 will be provided to each employee and the Union.

D. DUES DEDUCTION

The District will 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 will be remitted by District without delay, along with a list of employees who have had said dues deducted.

Union will 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.

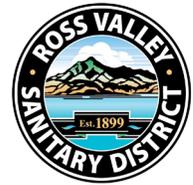
E. EMPLOYEE REPRESENTATIVES

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. Member-at-Large

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 the 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.

When Employee Representatives are conducting union business during work hours, they will notify Management any time their union business exceeds fifteen (15) minutes in any one workday. In conducting such union business and/or meetings, the Employee Representatives will, whenever possible, minimize disruption to the workforce.

F. USE OF DISTRICT FACILITIES

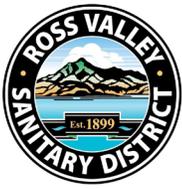
District employees or the Union or their representatives may, with prior approval of the General Manager, be granted the use of District facilities for meetings of District employees provided space is available and further provided such meetings are used for business within the scope of representation.

G. BULLETIN BOARDS

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

H. 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 will not conflict with the express provisions of this MOU.



SECTION IV - HOURS OF WORK

A. 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 or Union may propose an alternative work schedule (i.e., 4/10s or 9/80s) for any crew, subject to mutual agreement by both parties. Within sixty (60) days following Board adoption approval of this successor agreement, and at the Union’s request, the Union and District will meet and confer over implementing an alternate work schedule.

B. WORKDAY

A normal workday will 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.

C. LUNCH BREAK

Employees are permitted to take an uninterrupted thirty (30) minute unpaid lunch break within the first five hours of their regular shift. If an employee is unable to leave a worksite but is released from duty and able to take an uninterrupted thirty (30) minute break, the employee is considered to have received a break. Employees will be notified by their immediate supervisor at the beginning of each shift should circumstances warrant them not being able to leave the worksite.

D. WORKWEEK

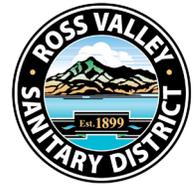
The workweek for purposes of measuring overtime begins on Monday at 12:01 AM and ends one hundred and sixty-eight (168) hours later on Sunday at 12:00 midnight.

E. SHIFTS

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

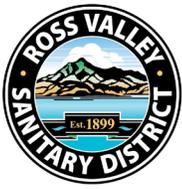
F. REST PERIODS

Employees will 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.



G. WASH-UP AND DONNING/DOFFING TIME

Two (2) periods of fifteen (15) minutes each will be provided to all employees at the start and before the end of each workday as wash-up and donning/doffing time, which will be paid as time worked. For example, for shifts starting at 6:00 am donning time ends at 6:15 am. For shifts ending at 2:30 pm, doffing time begins at 2:15 pm.



SECTION V – SALARIES AND PREMIUM PAY

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

A. SALARIES AND SALARY SCHEDULE

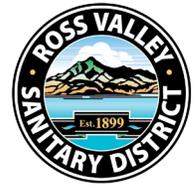
1. Effective upon adoption of this successor MOU by the Board of Directors, the District will increase the base salaries for each classification by 4.3% (CPI + 0.5%) for the first year of the contract to reflect a cost-of-living adjustment (COLA). The attached **Exhibit A** reflects this increase.
2. Effective upon adoption of this successor MOU by the Board of Directors, the District will make a one-time, non-pensionable, taxable payment of three thousand dollars (\$3,000.00) to each member of the bargaining unit.
3. Effective the first full pay period after July 1 of each subsequent year of this MOU, the District will increase the schedule of base salaries to reflect a COLA in accordance with the following:
 - a. 2nd year – 5%
 - b. 3rd year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4.5%)
 - c. 4th year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4.5%) 5th year – CPI + 0.5% (with a CPI floor of 2.5% and a ceiling of 4.5%)
4. COLA is based on the San Francisco Bay Area Urban CPI, measured from April of the prior year to April of the year of the increase.

B. 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 will 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 will receive the next higher step within the pay range of the higher classification that is at least five percent (5%) greater than their present rate. If there is no step within the pay range of the higher classification that is at least five percent (5%) greater than their present rate, then the employee will be placed at the top step of the higher classification's pay range.

C. EVALUATIONS

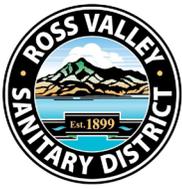
Each employee covered by this MOU, will receive an annual performance evaluation, and upon receiving an overall rating of “satisfactory, meets standards, or higher”, will receive a step increase, until such time that the employee reaches top step in the classification in which the employee is employed. Such evaluations will 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 will automatically move to the next highest step in the salary structure.



D. OVERTIME

Employees will be paid for all overtime worked at one and a half (1-1/2) times the regular 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, except as otherwise provided by the express terms of this MOU.
 - a. Example: Training opportunities
2. Overtime will 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 will be rounded down to 10:00 and time worked to 10:08 will be rounded up to 10:15.
3. Overtime payment will be based on time records maintained, as may be required by District, and will be open to review by Union.
4. No employee will 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 will 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 three (3) calendar days. If reasonable notice is provided, the employee's request may not be denied unless minimum staffing cannot be maintained. Minimum staffing is defined in Section VI, D. Compensatory time is contract based, not FLSA based.
7. Overtime will be paid at double the regular rate of pay for time worked in excess of twelve (12) consecutive hours in a workday. Examples:
 - a. An employee works 6:00 am to 7:00 pm without taking a thirty-minute lunch break. They would be paid eight hours of regular pay, four hours of overtime pay, one hour of double time pay, and two "no-lunch" (i.e., lunch and dinner) pays.
 - b. An employee works 6:00 am to 10:00 am, takes a thirty-minute lunch break, and then works from 10:30 am to 7:30 pm. They would be paid eight hours of regular pay, four hours of overtime pay, one hour of double time pay and one "no lunch" (i.e., dinner) pay.
 - c. An employee works 6:00 am to 10:00 am, takes a thirty-minute lunch break, and then works from 10:30 am to 2:30 pm. They go home for a few hours and return to work at 5:00 pm and work until 11:00 pm. They would be paid eight hours of regular pay, six hours of overtime pay and one "no lunch" (i.e., dinner) pay.
8. The District and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in the parties' MOU. The parties further acknowledge and agree that the provisions in this section of the MOU establishes the full extent of the District's contractual obligations to



pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime are expressly excluded from the parties' grievance procedure in the MOU.

E. HOLIDAY PAY

Time worked on the following holidays will be compensated at double the regular rate of pay:

- Fourth of July
- Thanksgiving and the following Friday;
- Christmas Day
- New Year's Day

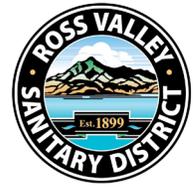
On all other District observed holidays, employees who report to work will be paid at their overtime rate.

F. CALL BACK PAY

1. Any employee who has completed their assigned shift for the day, whether or not the employee 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 regular rate of pay or time and one-half (1-1/2) the regular rate of pay for any portion of an hour worked, whichever is greater.
2. In the event an employee is called out on a call for service fifteen minutes before the regular day begins, that employee will be paid overtime for that additional fifteen minutes worked instead of receiving call back pay.
3. Any employee repeatedly called back after departing from their work location will receive an additional three (3) hours pay (subject to Call Back Pay Section 4, below) when subsequently called back, even if the time falls within three (3) hours from the prior call back.
4. On-call employees are responsible for monitoring District communications such as Direct Line (answering service), SCADA, Raco, SmartCover, and others, as required. When an on-call employee receives an after-hours call for service, any On-call employee will send an email to operations management staff affirming the response and confirming the start of the service call time. Upon completion of the service call, any On-call employee will send a confirmation email to Operations Management staff to indicate the end of the service call. After hours service calls are defined as necessary response to reports of sewer spills, pump station alarms, and SmartCover high-level alarms (not delayed communication or battery-life notifications or planned PG&E power outage notifications). After hours service calls may also include other calls for service as defined by operations management staff.

G. STANDBY DUTY AND PAY

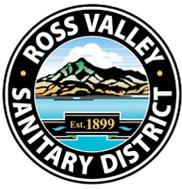
1. Two employees will be on standby duty and available for all after-hours service calls: a "Primary" and a "Secondary." All employees in the Collection System Worker and Supervisor classes are required to



participate in standby duty. Both the Primary and Secondary employees on standby will respond to all such calls together as a two (2) team crew.

Example: Pump Station Alarms, Raco Alarms, Smart Cover alarms, and all emergency (“urgent”) calls via the answering service.

2. All employees on standby duty will remain available by the District provided phone, and within fifty-five (55) driving miles of the District Office. The Primary and Secondary employees on standby duty will 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 will be driven directly to and from the home, the District yard/office, and work site.
3. All employees on standby duty will receive two (2) hours of pay at their overtime rate of pay for each weekday on standby, and three (3) hours at their overtime rate of pay for each weekend day and non-weekend observed holiday on standby (reference section VIII - District Observed Holidays). Standby hours will not be banked as compensatory time.
4. Standby employees who are engaged by the District for service calls will receive a minimum of three (3) hours pay at their 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 will 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 will each be paid one (1) hour of their overtime rate for reporting to the District yard or other agreed location to transfer the standby phone and vehicle. Should Christmas Day, New Years Day, or Fourth of July fall on Monday, the incoming and outgoing standby employees will each be paid one (1) hour of their double time rate for reporting to the District yard or other agreed location to transfer the standby 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 their standby duty. If a substitution of personnel occurs, it will 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 will 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 will 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 will 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 will notify the answering service, which will reroute any calls to an approved list of employees, and/or contractors during the identified period.

H. RESPONSE TIME REQUIREMENT

Employees will remain within fifty-five (55) driving miles of the District office while on stand-by duty. Employees called on stand-by or emergency duty will 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 will be reviewed by the District periodically to determine the effect on service. The 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.

I. FATIGUE TIME

1. Employees will 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 will be calculated as follows:

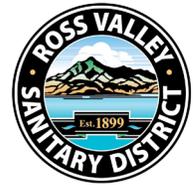
- A. Subtract the ending time of overtime from the beginning time of the next regular shift.
- B. Subtract that figure from eight hours.
- C. The difference is the fatigue time due to the employee.

Example: OT is worked from midnight until 3:00 a.m. Regular shift begins at 6:00 a.m. The difference is 3 hours between the end of OT and the beginning of the next regular shift; therefore 5 hours of fatigue time is due to the employee (8 hours - 3 hours = 5 hours).

2. Employees will 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 will 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.

J. EMERGENCY OVERTIME

1. 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.
2. The District will request that employees volunteer for emergency necessary overtime, insofar as this is practical under emergency conditions. Such overtime work will be distributed as equally as possible among



qualified employees working within the same job classification, within the same work unit, insofar as this is practical under emergency conditions.

3. No employee will be required to work more than sixteen (16) consecutive hours of emergency overtime within a twenty-four (24) hour period.
4. In the event an insufficient number of employees volunteer for emergency necessary overtime, the District will assign employees to fill vacancies on a rotating basis, starting by reverse seniority in the affected unit and classification, insofar as this is practical under emergency conditions. The District will take all reasonable steps to not assign other overtime work to an employee who is on standby, unless the entire rotation of their classification has been exhausted and emergency overtime is still necessary, insofar as this is practical under emergency conditions. However, an employee will be permitted to volunteer for emergency overtime during a week the employee is also on standby.

K. NON-EMERGENCY NECESSARY OVERTIME

1. The District will request that employees volunteer for non-emergency necessary overtime. Such overtime work will be distributed among qualified employees working within the same job classification, within the same work unit, using the on-call list and starting with the first on call employee assigned on the week following the non-emergency necessary overtime event.
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 will assign employees to fill vacancies on a rotating basis, starting by reverse seniority in the affected unit and classification.
4. Whenever an employee is on standby, the District will not assign other overtime work to that employee unless the entire rotation of their classification has been exhausted and overtime is still necessary. However, an employee will be permitted to volunteer for overtime during a week the employee is also on standby.

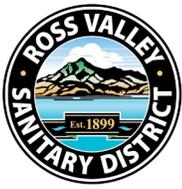
Examples: Locked gates and Board packet distribution.

L. 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.

M. COMPLIANCE WITH OVERTIME ASSIGNMENTS

Employees are expected to comply with overtime assignments and failure to do so will 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, will not be subjected to disciplinary action for failure to work.



N. MEAL ALLOWANCE (“NO LUNCH”)

When an employee works five hours or less, no meal allowance will be paid. If, however, an emergency develops that reasonably requires the employee to work more than five hours-and employee is unable to partake of a meal in their customary fashion, the employee may elect to be credited with either one hour of overtime or one hour of compensatory time off.

Meal allowance (“No Lunch”) requires supervisor or manager approval.

O. 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 will 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 will 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.

P. ACTING PAY / OUT OF CLASS APPOINTMENTS

In cases of prolonged absence from duty due to emergencies, the General Manager will, 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 will be paid an additional five (5%) percent of their present salary, from the first day, or the first step of the salary range fixed for that job for which the employee 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.

Q. LONGEVITY PAY

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

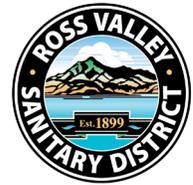
- *After 10 years’ service:* Five percent (5%) over the base salary
- *After 15 years’ service:* Seven and a half (7-1/2%) percent over the base salary

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.

R. CWEA CERTIFICATION PREMIUM PAY

Effective upon adoption of this successor MOU by the Board of Directors, employees who achieve the certifications outlined in this section receive premium pay as long as the certification remains active. Certification pay is paid out each pay period and is based on the applicable percentage of the employee’s normal base rate of pay.

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 III Collection System Maintenance Certificate.



AFSCME LOCAL 829 & RVSD MOU

Collection System Maintenance Grade II – 2.5%

Collection System Maintenance Grade III – 2.5%

Mechanical Technologist Grade I – 2.5%

Mechanical Technologist Grade II – 2.5%

Electrical and Instrumentation Grade I – 2.5%

Electrical and Instrumentation Grade II – 2.5%

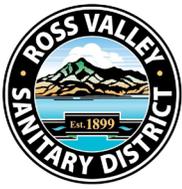
Certification pay for the Collection System Worker classification is provided up to a maximum of 10%. Certification pay for the Senior Collection System Worker classification is provided up to a maximum of 5%. Certification pay for the Operations Supervisor classification is provided up to a maximum of 2.5%.

Employees hired before July 1, 2015, receive 5% for the CSM Grade III certification.

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

S. 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 VI – VACATION

A. AMOUNT

Employees will be entitled to annual vacation accrual based on years of public sector 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)

For the purposes of this section, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity. “Service Prior to Membership” is the only category of purchased service credit which will be eligible to be included in the vacation accrual calculation.

Employees hired after the adoption of this successor MOU have thirty (30) days from the date of hire to provide the District with their detailed public sector service history. Current employees at the time of adoption of this successor MOU have fourteen (14) days from the date of adoption to provide the District with their detailed public sector service history in order to adjust their vacation accruals. No exceptions to this timeframe will be made. All requests will be processed by the District immediately following the conclusion of the fourteen (14) days.

B. ACCUMULATION

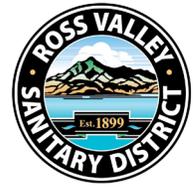
Vacation time will be accumulated bi-weekly.

C. 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 will authorize vacations up to the number of days actually accrued, if convenient.

D. SCHEDULING VACATION AND MINIMUM STAFFING REQUIREMENTS

Employees will be given their preference, based on seniority with the District, in vacation time within the limits of the vacation schedule established by the General Manager. After reasonable notice to the Union, the General Manager will establish a system for assignment of vacations, which affords reasonable recognition of seniority and annual rotation. Vacation requests of more than fifteen (15) days (120 hours) may require special consideration due to scheduling concerns. At no time will the District approve vacations resulting in fewer than one Operations Supervisor and five (5) Collection System Workers to report for regular duty.



E. UNUSED VACATION TIME

Accumulated unused vacation time will not exceed forty (40) working days (320 hours) per employee. Thereafter, additional accumulation will 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. The cash out is based on the employee's base rate of pay.

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 will 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.

F. HOLIDAY AND SICKNESS DURING VACATION

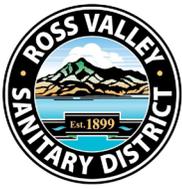
When a District observed holiday falls within an employee's vacation period, employee will only be charged for actual workdays taken. If an employee becomes ill or has an injury while on vacation, the time of actual illness/injury may be charged against accumulated sick leave, subject to written verification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

G. PAYMENTS AT SEPARATION

An employee who separates from the District will be paid for any accrued and unused vacation, floating holiday, and compensatory time at the employee's base rate.

Premium pays, such as longevity and cert pay, will be paid out on an employee's final check at their normal rate based on the employee's base rate, irrespective of the number of hours the employee is cashing out in vacation/floating holiday/comp time.

Employees will not be paid accrued and unused sick time.



SECTION VII – LEAVE TIME

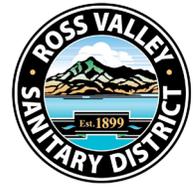
A. SICK LEAVE

Each employee covered by this MOU will 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 will 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 their 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.

No employee will receive discipline for the legitimate use of the paid sick leave provided herein.

B. BEREAVEMENT LEAVE

Employees will be entitled to a total of five (5) working days of time off for Bereavement leave for each occurrence of death of an immediate family member. Up to three (3) working days will be paid for by the District. If requested, up to two (2) working days can be unpaid or paid from any of the employees' accrued leave banks.

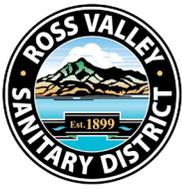
Consistent with AB 1949, for purpose of bereavement leave, members of the immediate family shall be limited to spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, grandparent, grandchild, sibling, stepsibling, or dependent of the employee. Bereavement leave in case of death of other persons may be granted only upon approval of the District.

Bereavement leave must be taken within three (3) calendar months of the date of death but need not be taken consecutively. Additional bereavement leave may be approved on a case-by-case basis and will be charged against the employees accumulated leave banks.

C. INDUSTRIAL DISABILITY

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

1. All District benefits will 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 will 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 will 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.



D. 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 their usual assigned weekly schedule.

E. UNPAID MEDICAL LEAVE OF ABSENCE

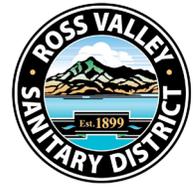
The District may approve, upon receipt of a written request, up to five (5) months of unpaid medical leave of absence. The employee has the right to return to their original job at the end of the approved unpaid medical leave unless the job has ceased to exist because of legitimate business reasons unrelated 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.

F. 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 their 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.



G. MONTHLY REPORT

The District will provide each employee with a monthly report listing their accumulated sick leave and vacation leave.

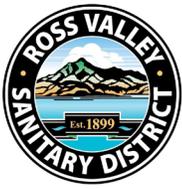
H. SICK LEAVE INCENTIVE PROGRAM

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).

I. 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), will 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) will take vacation leave or leave without pay and retain all witness fees paid to them.



SECTION VIII – HOLIDAYS

A. DATES

Employees will 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
- Nineteenth (19th) day of June, known as Juneteenth
- 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), known as Christmas Eve
- December twenty-fifth (25th), known as Christmas Day

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.

B. HOLIDAY ON SATURDAY OR SUNDAY

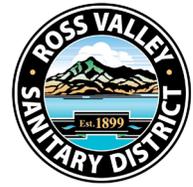
When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday or a Monday following a Sunday holiday will be deemed to be a holiday in lieu of the day observed.

If the December 25th holiday falls on a Saturday, the holiday will be observed on the preceding Friday and December 24th will be observed on the preceding day (Thursday). If the December 25th holiday falls on a Sunday, the holiday will be observed on the following Monday and December 24th will be observed on the preceding Friday. If the December 25th holiday falls on a Monday, Monday will be observed as the holiday. December 24th will be observed on the preceding Friday.

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

C. 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 cashed out annually on the last pay period of the year.



SECTION IX – CLOTHING AND EQUIPMENT

A. UNIFORMS, COVERALLS AND SAFETY GLASSES

Effective upon adoption of this successor MOU, the District will provide employee uniforms consisting of any combination of District-approved pants, coveralls, shorts, t-shirts and button up shirts. Allotted quantities are ten articles per top and ten articles per bottom.

The District will provide either ten (10) laundered shirts or ten (10) District-branded t-shirts. It will be the employee's responsibility to launder District-issued t-shirts.

One District-branded jacket or two District-branded sweatshirts will be provided to each employee once annually. Jackets and sweatshirts are the employee's responsibility to launder.

Hard hats, beanies, and hats will be provided by the District.

The District will review employee requests for replacement clothing items at any time during the year on a case-by-case basis.

B. STEEL-TOED SAFETY BOOTS

The District will annually (on July 1) provide each employee a safety boot allowance of up to three hundred fifty dollars (\$350.00). Boots may be purchased from a District-approved vendor on a separate invoice from any other purchase made. Boot purchase must be made on the employee's own time. The boot allowance is provided to pay for District approved boots. Boots must be ANSI rated, steel-toed, composite toe, or safety toe.

The District will provide employees with a pair of steeled-toed, composite toe, or safety toe rainboots on an as need basis.

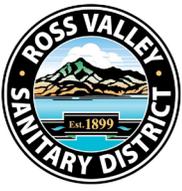
Employees must wear safety boots while performing District duties. However, when a Supervisor is performing desk duties at the District's office, the Supervisor may wear close-toed boots or shoes that are not ANSI safety rated. Warehouse or outdoor work will require the Supervisor to wear safety shoes.

C. RAIN GEAR

The District will provide each employee with a rain jacket, rain pants, or rain bibs as needed. If a District task requires chest-waders, the District will provide them to the employee as-needed.

D. TOOLS

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

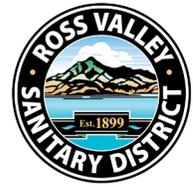


E. UNIFORM WEAR

Except as otherwise provided, unit members will 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 ~~three~~ 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 will meet and confer over any proposed uniform changes.



SECTION X – FRINGE BENEFITS

A. 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 will be the minimum employer contribution required under PEMHCA, as may be adjusted by CalPERS from year to year.

2. In addition, the District will 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 Plus One
- Subscriber Plus Two or more - Up to a maximum of 100% of the Kaiser Bay Area premium for Subscriber Plus Two or More

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

3. Employee Medical Contributions

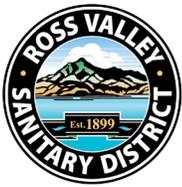
The employee will pay any difference between the District's contribution to the Medical Premium and the actual premium of medical insurance selected by the employee, if applicable. In no event will the District's contribution exceed the actual cost of the premium.

B. DENTAL PLAN

The District will provide dental insurance at no cost to the employees and their dependents. Throughout the term of this contract, the dental insurance will provide no less than 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 will continue during the term of this contract and the District will pay any increased cost in premium during this period.

C. 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 will be paid as a taxable cash benefit and is not reportable to CalPERS as pensionable compensation.

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

Employees hired after July 1, 2009, will receive a payment of \$200.00 per pay period in-lieu of medical insurance coverage.

New employees electing medical in-lieu after June 30, 2024, or current employees who change their enrollment status, will be enrolled at the \$200 per pay period in-lieu of medical insurance coverage level regardless of the employee's hire date.

D. LIFE INSURANCE

The District will 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. Employee is responsible for tax liability of excess life insurance.

E. SHORT-TERM DISABILITY COVERAGE

The District will 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 will be integrated with worker's compensation or sick leave benefits received by the employee.

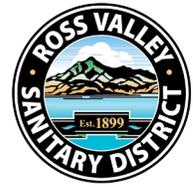
F. LONG-TERM DISABILITY INSURANCE

The District will 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 will be integrated with the worker's compensation carrier or other benefits received by the employee.

G. 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 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.

H. VISION INSURANCE

The District will provide vision insurance at no cost to the employee, and their 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.

I. 457 DEFERRED COMPENSATION PLAN

Effective the pay period in which adoption occurs, the District will match employee contributions to the 457 plan, up to one hundred dollars (\$100.00) per pay period.

J. WELLNESS PROGRAM

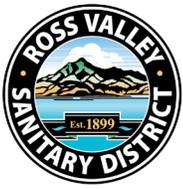
The District offers a voluntary physical wellness reimbursement program consisting of an annual reimbursement of up to five hundred dollars (\$500.00) per fiscal year for an employee’s wellness related expenditures. Reimbursement may be made for a range of programs and/or purchases intended to improve and promote employee physical health and fitness as described in the District’s program procedure.

Employees must submit all requests for reimbursement, using the applicable form, no later than July 31 of each calendar year for expenses incurred during the preceding fiscal year (July 1 through June 30).

K. PREVENTIVE HEALTHCARE INCENTIVE PROGRAM

The District offers its employees a preventive healthcare incentive program which provides a payment of fifty dollars (\$50.00) for each preventive healthcare activity, up to two hundred and fifty dollars (\$250.00) per fiscal year. Preventive healthcare activities such as receiving a flu or Covid vaccine, getting an eye exam, mammogram, or colonoscopy, and/or an annual physical, are eligible for the preventive healthcare incentive pay. Making a blood donation also qualifies for preventive healthcare incentive pay.

Evidence of participation in a preventive healthcare activity is required to receive the incentive payment. Employees must submit all requests for payment no later than July 31 of each calendar year for preventative healthcare activities taking place during the preceding fiscal year (July 1 through June 30). Employees may also be required to submit supporting information demonstrating that the preventive healthcare activity 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

A. SAFETY LAWS AND EQUIPMENT

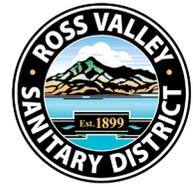
District will comply with all applicable County, State and Federal Safety requirements, and will furnish to employees, as needed, all safety equipment therein required, and employees must use said safety equipment.

B. JOINT SAFETY COMMITTEE

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

C. STATE DRIVER'S LICENSE

Each employee will 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. Driver's license renewal will be paid for on District time within ten (10) driving miles of the District office, as long as the renewal incurs no overtime and is approved by a supervisor.



SECTION XII – EMPLOYMENT CATEGORIES

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

A. REGULAR FULL-TIME EMPLOYEE

Employees in this category have successfully completed a probationary period and regularly work an average of forty (40) hours per week over a two-week period, and a minimum of eighty (80) hours over a pay period. 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.

B. PROBATIONARY FULL-TIME EMPLOYEE

Employees in this category have not completed their probationary period. They 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.

The 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 be demoted back to the previously held position.

C. EMPLOYMENT CLASSIFICATIONS

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

D. EXEMPT POSITIONS

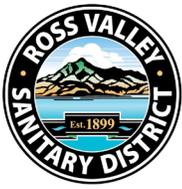
If a position is classified as exempt as defined by the Fair Labor Standards Act, no overtime compensation will be paid to employees occupying that position.

E. 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.

F. DISASTER WORKERS

Government Code sections 3100-3109 designates all public employees as disaster workers in protection of State citizens and resources. As disaster workers, District employees are required to affirm in writing that they will 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

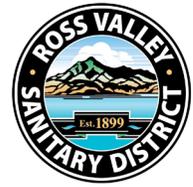
A. REDUCTION IN FORCE

Any employee who is laid off due to a reduction in force and thereafter, within a period of one (1) year, will be offered first refusal for that same position, and if reinstated to District service will, to the extent possible for purposes of all rights and benefits, be deemed to have been on leave without pay. Reduction in force will 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 will make a determination.

B. 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

A. 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.

B. RIGHT TO FILE

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

C. INFORMAL GRIEVANCE

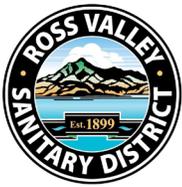
1. Within five (5) working days of the event giving rise to a grievance, or of the Grievant becoming aware of such event, the Grievant will present the grievance informally for disposition by the immediate supervisor, or at any appropriate level of authority.
2. Presentation of an informal grievance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

D. 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 will 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 will 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.



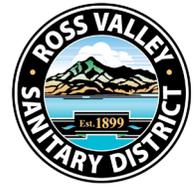
- b) Within ten (10) working days after such notification, the General Manager will investigate the grievance, confer with persons affected and their representatives, and render a decision in writing.
 - c) If the decision of the General Manager resolves the grievance to the satisfaction of the grievant, it will 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 will be final and binding on all parties.
 - c) In the event the parties cannot agree on an arbitrator, they will ask the State Conciliation and Mediation Service to furnish a list of no less than five (5) arbitrators, each of whom is a current member of the National Academy of Arbitrators and has at least five (5) years of experience handling arbitrations for local public agencies.
 - d) The parties may attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, each party will cross off one name on the list. The first party to cross off a name will be determined by the flip of a coin. The final name left on such a list will be the arbitrator.

E. GENERAL CONDITIONS

1. The District Office will 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 their 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 at the Union's sole election and according to its internal policies
4. Where the Union is funding the arbitration, all expenses of arbitration will be shared equally by the District and the Union. Where the Grievant is funding the arbitration through a private representative, all expenses of arbitration will be shared equally by the District and the Grievant.
5. Failure on the part of the District or the Grievant to appear in any case before the arbitrator, without good cause, will 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 will 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 will mean that the grievance is denied at that step and will permit the lodging of an appeal at the next step. Failure to appeal a decision within the specified time limits will be deemed a withdrawal of the grievance.

F. DISCIPLINARY ACTION

Disciplinary matters will be handled in accordance with Policy 404 of the District's Administrative and Personnel Policy Book. In accordance with Policy 404, District employees are subject to discipline for just and sufficient cause.



SECTION XV – RETIREMENT

A. RETIREMENT BENEFIT

1. Unless required to do so by law, the District will 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 will 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 will 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 will 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 will be provided the 2.7% at 55 retirement formula. Effective July 1, 2015, employees will contribute 100% of the required member contribution.

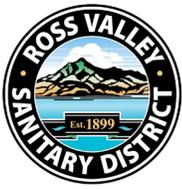
B. MEDICAL AFTER RETIREMENT

1. Minimum Employer Contribution

All eligible retirees will 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 will 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 will pay the balance of the premium. Once an employee reaches the age for Medicare eligibility, the District's contribution towards retiree medical insurance will cease. For the purposes of this section, comparable public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

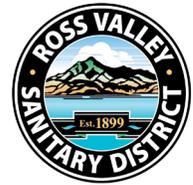
- b. Employees that retire directly from District service prior to January 1, 2020, will be eligible for the Basic Retiree medical plan benefits in accordance with the following schedule:

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 will 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 will be updated in accordance with CalPERS and CERBT requirements every two (2) years.

3. Enhanced Retiree Medical Plan

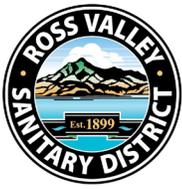
- a. Employees who at the time of retirement are age fifty-five (55) or older with at least five (5) years of District service and a total of at least ten (10) years of District or comparable public sector service, the District provides an additional contribution on a reimbursement basis to augment the required Public Employees' Medical and Hospital Care Act (PEMHCA) retiree medical contribution. The total District contribution will 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 will 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 will 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 will 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 will 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 will 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. In no event will the District's contribution exceed the actual cost of the premium of the retiree’s selected medical insurance.
- e. 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.

- f. Funding. The Employees will bear 100% of the cost difference between the Basic Retiree Medical Plan and the Enhanced Retiree Medical Plan. Employees will make contributions via payroll deduction. The employee cost is determined in accordance with the Governmental Accounting Standard Board (GASB) guidelines and will be updated in accordance with CalPERS CERBT requirements, every two (2) years. The District will provide sixty (60) days’ notice of any changes in the employee contribution.



SECTION XVI – CAREER LADDERS AND JOB OPENINGS

A. JOB NOTICES

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

B. CAREER LADDERS

Specific career ladders will be maintained and extended where possible. This program will 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.

C. MILEAGE FOR CAREER OPPORTUNITIES

The District will provide each employee with job-related educational opportunities. District will 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.

D. OBTAINING GRADES, CERTIFICATES AND CLASS A DRIVER’S LICENSE

The District will provide study material for obtaining and renewing required and/or approved grades, certificates, and Class A driver’s license. The District will reimburse employees for the cost of classroom training and examination fees upon proof of successful achievement.

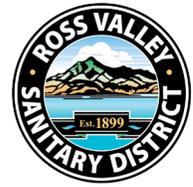
Whenever possible, the employee will attend preparatory classes, and/or examinations virtually from District headquarters. Whenever the class or examination is required to be in-person, the employee will follow the agreed upon transportation and attendance policies. If an examination is scheduled during regular working hours, the employee will be compensated for actual time testing and travel at the base rate of pay.

Employees who request approval to attend classes or trainings that are scheduled outside of their regular work schedule must be willing to flex regularly scheduled hours to minimize overtime to the District and accommodate the training, meeting, and/or workshop schedule.

In the weeks leading up to the first sitting of any certification testing, employees will be granted up to two hours per week, for no more than six hours total, to study and prepare for the exam. Such time will be recorded on the employees’ weekly timesheet.

E. PAYMENTS AND REIMBURSEMENTS FOR GRADES, CERTIFICATES AND CLASS A DRIVER’S LICENSE

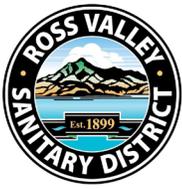
The District will pay the employee’s cost of renewing their CWEA grades and certifications through the AP process. Employees will be responsible for tracking, maintaining, and submitting their contact hours for CWEA certification renewals. The District will provide up to fifteen minutes per quarter, or an additional amount as may be needed, for employees to work on CWEA certification and membership renewals.



The District will reimburse employees for cost of required California commercial driver license and 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, they 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 will 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.

F. PAYMENT OF REIMBURSEMENTS

The District will pay reimbursements no later than thirty days (30) after the date that an expense reimbursement is properly submitted by an employee to the District.



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 will be settled by the grievance procedure set forth herein.

SECTION XIX – SUCCESSORSHIP CLAUSE

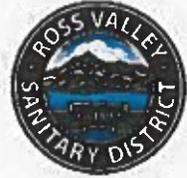
During the term of this MOU, the Union and District agree that if District engages in merger, consolidation, reorganization, transfers, delegates, or otherwise shifts the functions, the work, and the workers will remain AFSCME-represented employees covered by this MOU. This MOU will be an obligation of ally successor, assigned, new entity, and covered by any rules, or regulations of the State of California. Additionally, a representative of the Union will 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 will 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 will 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 will 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 will 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 December 18, 2024.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

ROSS VALLEY SANITARY DISTRICT

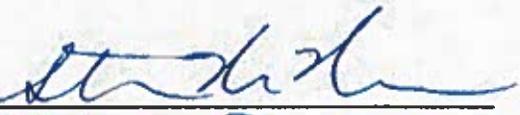
By: 
Ryan Shannon, AFSCME Business Agent

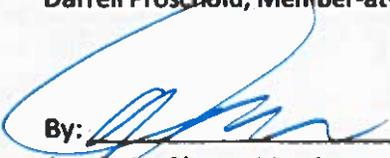
By: 
Mary Sylla, President of the Board

By: 
Matthew Jazuk, Chapter Vice-President

By: 
Douglas T. Kelly, Secretary of the Board

By: _____
Darrell Proschold, Member-at-Large

By: 
Steve Moore, General Manager

By: 
Austin Sanfilippo, Member-at-Large

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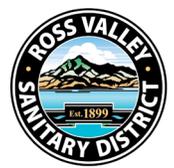


EXHIBIT A

SALARY SCHEDULE FOR AFSCME REPRESENTED EMPLOYEES

		Monthly Base Salary					
JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
*Collection System Worker I	40	\$ 6,696.48	\$ 7,031.30	\$ 7,382.87	\$ 7,752.01	\$ 8,139.61	\$ 8,546.59
*Collection System Worker II	46	\$ 7,765.86	\$ 8,154.16	\$ 8,561.86	\$ 8,989.96	\$ 9,439.46	\$ 9,911.43
*Senior Collection System Worker	53	\$ 9,231.17	\$ 9,692.73	\$10,177.37	\$10,686.23	\$11,220.55	\$11,781.57
Inspector	56	\$ 9,940.96	\$10,438.01	\$10,959.91	\$11,507.91	\$12,083.30	\$12,687.47
Operations Supervisor	60	\$10,972.96	\$11,521.61	\$12,097.69	\$12,702.57	\$13,337.70	\$14,004.59

		Hourly Wage					
JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
*Collection System Worker I	40	\$ 38.63	\$ 40.57	\$ 42.59	\$ 44.72	\$ 46.96	\$ 49.31
*Collection System Worker II	46	\$ 44.80	\$ 47.04	\$ 49.40	\$ 51.87	\$ 54.46	\$ 57.18
*Senior Collection System Worker	53	\$ 53.26	\$ 55.92	\$ 58.72	\$ 61.65	\$ 64.73	\$ 67.97
Inspector	56	\$ 57.35	\$ 60.22	\$ 63.23	\$ 66.39	\$ 69.71	\$ 73.20
Operations Supervisor	60	\$ 63.31	\$ 66.47	\$ 69.79	\$ 73.28	\$ 76.95	\$ 80.80