

MARIN MUNICIPAL WATER DISTRICT



MEMORANDUM OF UNDERSTANDING

between

MARIN MUNICIPAL WATER DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

SEIU LOCAL 1021

Effective November 7, 2023 (except where otherwise noted) through June
30, 2027

TABLE OF CONTENTS

<i>Article 1. Recognition</i>	1
1.1 Union Recognition	1
1.2 District Recognition	1
<i>Article 2. Union Dues</i>	1
2.1 Dues Payover	1
2.2 Union Membership	2
2.3 Exemptions	2
2.4 Hold Harmless	2
<i>Article 3. Union Rights</i>	2
3.1 Employee Representatives.....	2
3.2 Access to Work Locations	3
3.3 Use of District Facilities.....	3
3.4 Bulletin Boards.....	3
3.5 Labor Management Committee.....	3
3.6 Bargaining Unit Report.....	4
3.7 New Employee Notice and Orientation.....	4
<i>Article 4. Advance Notice</i>	5
<i>Article 5. District Rights</i>	5
<i>Article 6. Non-Discrimination</i>	5
<i>Article 7. Hours of Work</i>	6
7.1 Regular Workweek and Regular Workday	6
7.2 Work Breaks.....	6
7.3 Lunch Period.....	6
7.4 Overtime/Compensatory Time.....	7
7.5 Standby Duty	7
7.6 Call Back Overtime.....	8
7.7 Shift Differential	8
7.8 Alternative Work Schedule	9
7.9 Overtime Exempt Classifications	10
7.10 Temporary Change of Schedule.....	10

<i>Article 8. Employee Categories</i>	11
<i>Article 9. Probationary Period</i>	11
9.1 New Hire.....	11
9.2 Promotion.....	12
9.3 Status	12
<i>Article 10. Salaries</i>	12
10.1 General Salary Increase	12
10.2 Starting Rate	13
10.3 Step Increases.....	13
10.4 Benchmark and Equity.....	13
10.5 Classification Review	14
10.6 Bilingual Pay	14
10.7 Field Training Officer Premium Pay	14
10.8 Incentive Pay for Higher Level Certifications	15
10.9 Acting Assignment Pay	15
10.10 Temporary Special Assignment Pay	16
10.11 One-Time Appreciation Payment	16
<i>Article 11. Health and Welfare</i>	17
11.1 Medical Insurance	17
11.2 Medical Plan Exemption	19
11.3 Section 125 of the IRS Code.....	19
11.4 Dental Insurance	19
11.5 Eligibility	20
11.6 Life Insurance	20
11.7 State Disability Insurance (SDI)	20
11.8 Long Term Disability.....	20
11.9 Vision Care.....	21
11.10 Retirement Plan	21
11.11 Amendment to Medical Coverage.....	21
11.12 Deferred Compensation	21
<i>Article 12. Holidays</i>	22
12.1 Recognized Holidays	22
12.2 Holidays Falling on Saturday or Sunday	23

12.3	Qualifying	23
12.4	Holiday Pay.....	23
12.5	Holiday Scheduling.....	24
<i>Article 13. Vacation.....</i>		<i>24</i>
13.1	Vacation With Pay	24
13.2	Vacation Scheduling.....	24
13.3	Holiday During Vacation.....	25
13.4	Lump Sum Vacation Pay.....	25
13.5	Vacation Carry Over/Cash-In.....	25
13.6	Vacation Use for Illness	25
13.7	Use of Unearned Vacation.....	25
<i>Article 14. Sick Leave.....</i>		<i>26</i>
14.1	Sick Leave Accumulation.....	26
14.2	Sick Leave Use.....	26
14.3	Immediate Family/Designated Person Defined	26
14.4	Sick Leave Approval.....	27
14.5	Sick Leave Incentive Program.....	27
14.6	Sick Leave Payout.....	28
14.7	Special Sick Leave	28
14.8	Attendance Policy.....	28
14.9	Funeral/Bereavement Leave	28
<i>Article 15. Leaves of Absence</i>		<i>29</i>
15.1	Leave Without Pay	29
15.2	Family and Medical Leave Act.....	29
15.3	Jury Duty and Work Related Subpoenaed Court Appearance	29
15.4	Military Leave.....	29
15.5	Disability Absence	29
15.6	Pregnancy Leave.....	30
15.7	Paternal or Adoptive Leave	30
<i>Article 16. Layoff.....</i>		<i>30</i>
16.1	Need For Layoff.....	30
16.2	Seniority Defined	30
16.3	Notice of Layoff.....	30

16.4	Layoff/Reinstatement List	31
<i>Article 17. Discipline and Discharge</i>		<i>31</i>
17.1	Preliminary Notice	31
17.2	Disciplinary Action and Appeal	32
<i>Article 18. Grievance Procedure</i>		<i>32</i>
18.1	Definitions	32
18.2	Procedure.....	32
18.3	Arbitration.....	33
18.4	General Provisions.....	34
<i>Article 19. Meal Allowance.....</i>		<i>35</i>
<i>Article 20. Uniforms</i>		<i>35</i>
<i>Article 21. Automobile Use.....</i>		<i>37</i>
21.1	Employee Vehicle.....	37
21.2	District Vehicles	37
<i>Article 22. No Strike.....</i>		<i>37</i>
<i>Article 23. Prevailing Rights.....</i>		<i>38</i>
<i>Article 24. Education and Training.....</i>		<i>38</i>
24.1	Tuition Reimbursement.....	38
24.2	Training and Conference Expenditures	38
24.3	Mandatory Training.....	38
24.4	Mandatory Meetings.....	39
<i>Article 25. Job Descriptions</i>		<i>39</i>
<i>Article 26. Clean Air Policy.....</i>		<i>39</i>
<i>Article 27. Severability.....</i>		<i>40</i>
<i>Article 28. Full Understanding. Modification, Waiver.....</i>		<i>40</i>
<i>Article 29. Existing Laws.....</i>		<i>40</i>
<i>Article 30. Duration.....</i>		<i>40</i>
<i>SIGNATURE PAGE.....</i>		<i>41</i>
<i>MONTHLY PAY SCALES.....</i>		<i>42</i>
<i>APPENDIX B – COMPARABLE AGENCIES.....</i>		<i>45</i>

MEMORANDUM OF UNDERSTANDING

between

MARIN MUNICIPAL WATER DISTRICT

and

SEIU LOCAL 1021

The authorized representatives of the Marin Municipal Water District (herein referred to as the "District") and the authorized representatives of the Service Employees International Union Local 1021 (hereinafter referred to as the "Union") have met and conferred regarding wages, hours and other terms and conditions of employment within the scope of representation and the parties have reached agreement on the matters set forth herein.

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into pursuant to the Meyers-Miliias-Brown Act. (Section 3500, et. seq. of the Government Code of the State of California) and applies to all employees of the District represented by the Union.

Article 1. Recognition

1.1 Union Recognition

The Union is formally recognized as the majority representative of all non-management and non-confidential employees of the District, pursuant to Title 3, Chapter 3.20 of the District Code.

1.2 District Recognition

The District General Manager, or any person or organization duly authorized by the District General Manager, is recognized as the representative of the District in all matters pertaining to employer-employee relations, pursuant to Title 3, Chapter 3.20 of the District Code.

Article 2. Union Dues

2.1 Dues Payover

The Union shall certify in writing to the District those amounts to be deducted and withheld by the District on behalf of the Union. Said amounts shall be transmitted by the District to the Union official designated by the Union in writing as the person authorized to receive such funds at the address provided by the Union. Employee inquiries regarding dues, fees, and Committee on Political Education (hereinafter

referred to as “COPE”) requests to change deductions must be directed to the Union.

2.2 Union Membership

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the unit fairly and equally, without regard to whether or not an employee is a member of the Union.

An employee's earnings must be regularly sufficient, after all other legal and required deductions are made, to cover the amount of Union dues, fees, and COPE authorized. When an employee is in a non-pay status for an entire pay period, no withholding from future earnings will be made to cover the pay period. In the case of an employee who is in a non-paid status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. The parties acknowledge that all other legal and required deductions have priority over Union dues, fees, and COPE deductions.

2.3 Exemptions

The provisions specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation unit. Separation includes layoff and leaves of absence.

Seasonal employees are excluded from the MOU provisions. Part-time employees who elect to pay dues shall pay pro-rata dues and fees as determined by the Union.

2.4 Hold Harmless

Monies withheld by the District shall be transmitted to the Union at the address specified. The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of, action taken or not taken by the District under this Article.

Article 3. Union Rights

3.1 Employee Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings where matters within the scope of representation or grievances are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of District services. Such employee representatives shall request to be excused by their respective supervisor, as far in advance of the meeting as reasonably possible.

In addition to the meetings specified herein, membership meetings on District time may be held with a maximum of two (2) meetings not to exceed two (2) hours each on District time during calendar years in which the MOU expires and one (1) membership meeting not to exceed two (2) hours in other years.

The Steward Council may meet on District time not to exceed three (3) hours during any three (3) month calendar period.

3.2 Access to Work Locations

Reasonable access to employee work locations shall be granted to the officers of the Union and their officially designated representatives to conduct business within the scope of representation. Such access shall not interfere with the normal operations of the District or with established safety or security requirements.

3.3 Use of District Facilities

The Union may, with the prior approval of the District General Manager or designee, be granted the use of District facilities for meetings of District employees.

3.4 Bulletin Boards

The Union shall only use designated portions of District bulletin boards for posting materials. Where material is posted which the District deems inappropriate, it will advise the Union prior to removing the material except in emergency situations.

The District agrees to provide the Union one (1) additional bulletin board in the administrative building break room for posting materials. The placement and size of such bulletin board will be determined by the District.

This article should not be interpreted to infringe upon an employee's legally protected speech.

3.5 Labor Management Committee

To facilitate Labor-Management cooperation, better communication, and early resolution of disputes and issues, the Union and District agree to form a committee comprised of the following persons: up to three to be selected by the Union and three management employees to be chosen by the District.

The committee will meet on a regular basis, and will prepare agendas including items proposed by either party and mutually agreed to in advance. The committee may discuss and review a variety of issues of interest and concern to the parties, including matters arising from the provisions of the MOU, and may provide recommendations to the District. The committee is not intended to supersede any processes, rights or obligations otherwise provided by the MOU or law.

3.5.1 The Labor Management Committee shall review and recommend classifications or positions to be studied.

3.6 Bargaining Unit Report

At least every one hundred and twenty (120) days, the District shall provide the Union with a bargaining unit report in electronic malleable format of all current employees covered by this MOU, which shall include the employee's name, membership status, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address on file with the employer provided the employee has not opted out.

Personal records of employees in the Park Ranger series classifications will not be included in the report. Individual Park Rangers may separately authorize the release of certain Personnel Records to the Union by providing a written signed letter to that effect to the District's Human Resources Manager. Upon receipt of such a letter from a Park Ranger, the District will release the authorized information to the Union.

3.7 New Employee Notice and Orientation

(1) The District will provide the Union with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within thirty (30) days of hire or by the first pay period of the month following hire provided the employee has not opted out.

(2) The District shall provide the Union with at least ten (10) days' notice of any new employee orientation; a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operation that was not reasonably foreseeable.

(3) "Each newly hired employee shall be granted the opportunity to participate in a thirty (30) minute in-person Union on-boarding meeting. That meeting will be scheduled during the District's new employee orientation. However, the Union's availability shall not impact the District's scheduling of the District's new employee-orientation.

(4) The District shall grant up to two (2) Union designees release time, including reasonable time for travel and set up, without loss in compensation to conduct the union onboarding meeting. The Union will make every effort to assign a union employee designee based on or working in closest proximity to the orientation meeting.

(5) Upon request, the employer representative(s) shall be absent from the room during any sessions, meetings or trainings conducted by the Union, with newly hired Employees. Likewise, upon request, the Union representatives shall be

absent from the room during any sessions, meetings or trainings conducted by the District with newly hired Employees.

(6) Human Resources will send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting.

Article 4. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

Article 5. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees and assign work to them; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Article 6. Non-Discrimination

The District and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical or mental disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other legally protected characteristic, nor shall a person be the subject of sexual harassment as prohibited by District policy and applicable law.

Complaints under this Article shall be filed and processed in accordance with the District's Anti Harassment and Discrimination Policy. If the District policy does not resolve the issue the complaint may proceed in accordance with applicable law.

Article 7. Hours of Work

7.1 Regular Workweek and Regular Workday

Workweek: The standard workweek shall consist of a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

Workday: The standard workday shall be a 24-hour period beginning at 12:01 a.m.

Work schedule: The normal work schedule shall consist of eight (8) consecutive hours of work per day (exclusive of any unpaid meal period), and (40) hours per week.

Business hours: Regular District business hours (for non-24-hour operations) are from 6:30 AM to 5:00 PM.

Work weeks, workdays and work schedules may be modified by individual alternate work schedule agreements, which will have clearly indicated work days and work weeks.

Schedules may consist of eight (8) hours, ten (10) hours, or twelve (12) hours, exclusive of the thirty (30) minute lunch period.

By mutual agreement between the District and individual employees, employees may be allowed to work 9/80, 4/10, or 12-hour schedules. The 9/80 schedule shall involve alternating workday schedules of eight (8) and nine (9) hours. The normal 9/80 workweek shall consist of forty (40) hours, and no additional benefits or overtime obligations shall accrue as a result of work on any regularly scheduled eight (8), nine (9) ten (10) or twelve (12) hour work day. Alternative work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by revocation.

7.2 Work Breaks

Employees are entitled to two (2) fifteen (15) minute work breaks per workday, one each in the morning and afternoon. Office personnel should not leave the building without the permission of their supervisor. Permission should not be unreasonably denied. Field personnel should not leave the job site during a work break. Work breaks should be taken as scheduled and cannot be accumulated, paid for, or used to offset early departure, to extend a lunch period, or other such use.

7.3 Lunch Period

Employees are entitled to an unpaid thirty (30) minute lunch period for each workday, to be scheduled by the supervisor. Unpaid lunch breaks of up to 60 minutes in duration and as part of a regular schedule, may be authorized upon mutual agreement between District management and individual employees.

Modified lunch break schedules may be revoked upon five (5) days notice by the employee or management.

Lunch periods should be taken as scheduled, and cannot be accumulated, paid for, or used to offset early departure, or other such use. Treatment Plant System Operators, Distribution System Operators, Rangers, and trainees for these classifications who are assigned a "straight shift" do not have a lunch period but eat their lunch as work allows during their shift.

7.4 Overtime/Compensatory Time

All time worked at the request of the District in excess of forty (40) hours in any week shall be deemed overtime and shall be paid for at one and one-half (1-1/2) the employee's regular hourly rate of pay or earned in the form of compensatory time at the rate of one and one-half (1-1/2) hours for every hour worked. For this purpose, holiday, sick leave and vacation time shall be considered as time worked.

All time worked at the request of the District in excess of an employee's regular shift or on the employee's regular days off shall be deemed overtime and paid for as such whether or not forty (40) hours have been served in the week in question except as provided in Article 7.9.

The work schedule, for purposes of this Article, may consist of five (5) eight (8) hour days, four (4) ten (10) hour days or three twelve (12) hour days and a four (4) hour day, within a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

Any employee who works at the request of the District, for sixteen (16) hours or more in any twenty-four (24) hour period beginning at the start of their shift will be paid at double the employee's regular hourly rate of pay after the sixteenth hour.

The payment for overtime worked shall be either cash or compensatory time, at the employee's discretion and in conformance with FLSA. Compensatory time off shall not be allowed to accumulate in excess of forty (40) hours and may be taken at a time mutually agreeable to the Division Director. The Division Director will give due consideration to those requests for compensatory time which are received at least five (5) working days in advance.

7.5 Standby Duty

The normal standby duty period shall be seven (7) days, from Monday through Sunday. Employees on standby shall receive two (2) hours of their regular straight time hourly pay for each regular work day of the standby duty period, and three (3) hours of their regular straight time hourly pay for regularly scheduled days off and holidays of the standby duty period. In the event an employee is on standby duty for a period shorter than seven (7) days, a pro rata amount shall be paid. Employees responding while on standby duty shall be paid from the time of notification to report for duty.

7.5.1 Standby Duty and Call-out Services for Resident Rangers

This Article 7.51 shall apply only to District Park Rangers who reside in District-owned housing. Rangers who reside in District-owned housing shall be available for a minimum of six (6) scheduled standby duty days per month as a condition of occupying a District-owned house. Additional standby duty days in excess of six (6) may be required based on operational need. Rangers on standby duty shall receive two (2) hours of their regular straight time hourly pay for each day of standby duty and three (3) hours of their regular straight time hourly pay for each day of standby duty during District-observed holidays on their regularly scheduled days off. Rangers responding while on standby duty shall be paid from the time of notification to report for duty.

7.5.2 Standby Duty Scheduling

Volunteers for standby duty to fill the annual schedule shall be allowed with the most senior District employees allowed first choice of assignments. If insufficient volunteers sign-up for standby duty coverage, the District shall assign employees by rotation, by inverse seniority for the necessary coverage. Upon request of the Union, the District agrees to provide the Union with a copy of the current seniority list.

In the event that two employees have the same seniority, the parties agree to meet and confer on the criteria to break the seniority tie.

7.6 Call Back Overtime

Employees may be called back to work outside their normal work hours as needed. An employee called back to work shall receive a minimum credit of two (2) hours even if the time worked is less than the amount credited, this time shall be deemed "overtime" and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. This provision shall not apply to employees who work overtime preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

7.7 Shift Differential

The normal work schedules (for non-24-hour operations) for District employees shall occur between 6:30 a.m. to 5:00 p.m.

Those employees scheduled to work a regularly scheduled shift outside the normal work schedules shall receive an eight percent (8%) differential for those hours worked between 5:00 p.m. and 10:30 p.m., and ten percent (10%) for hours between 10:30 p.m. and 6:30 a.m. Shift differentials will be paid from the start of the shift, as long as the employee works at least a full hour on the shift. (Flex-time at the request of the employee is exempt from this provision.)

7.7.1 Shift Differential for Non- 24-Hour Operations (all classifications except those expressly listed below)

- (1) Shift extensions do not qualify for Shift Differential.
- (2) Shift differentials shall only be paid for hours worked during the specified times set forth below after the employee works at least one (1) full hour on the regularly scheduled shift.
- (3) Those employees scheduled to work a regularly scheduled shift outside their normal work schedules shall receive an eight percent (8%) differential for those hours worked between 5:00 p.m. and 10:30 p.m., and ten percent (10%) for hours worked between 10:30 p.m. and 6:30 a.m.

7.7.2. Shift Differential for Specified Positions (limited to those classifications expressly listed below)

- (1) Shift extensions do not qualify for Shift Differential.
- (2) For regularly scheduled shifts, the shift must extend at least an hour past the start of the shift differential start time set forth below.
- (3) Distribution System Operators on a regularly scheduled shift, shall receive an eight percent (8%) differential for all hours worked between 2:30 p.m. to 10:30 p.m. and a ten percent (10%) differential for hours worked between 10:30 p.m. and 6:30 a.m.
- (4) Treatment Plant System Operators and Trainee II working on a regularly scheduled shift shall receive a ten percent (10%) differential for hours worked between 7:00 p.m. and 7:00 a.m.
- (5) Construction Inspectors working on a night shift assignment (meaning the shift extends past midnight) for a construction project shall receive a ten percent (10%) differential for hours worked between 5:00 p.m. and 6:30 a.m.

7.8 Alternative Work Schedule

An individual employee's or group of employees' request for an alternate work schedule (i.e., 9/80 or 4/10) shall be considered on an individual or departmental basis and may be approved on an individual or departmental basis provided there is no adverse effect on District operations, and at the District's sole discretion. The regular day off for the participating employee's alternative work schedule shall be by default either Monday or Friday, unless otherwise mutually agreed upon between supervisor and employee. It is understood that such an alternate work schedule may not be permanent. Alternate work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by the revocation. The District will endeavor to respond to the request within ten (10) business days.

7.9 Overtime Exempt Classifications

Employees in the following classifications are exempt from the overtime provisions of this contract in accordance with the Fair Labor Standards Act (29 CFR, sections 541.300 and 541.301) as Learned Professional Employees: Associate Engineer and Senior Engineer. Although not eligible for overtime compensation, with advance written permission of the District General Manager or Division Director, such employees may earn exchange time at an hour for hour rate for those hours worked that are in excess of a normal work week.

No employee may accrue exchange time in excess of one hundred twenty (120) hours. Exchange time up to eighty (80) hours may be accrued and carried forward indefinitely, but any exchange time in excess of eighty (80) hours must be taken within one (1) year of accrual or be lost, except that the District General Manager may, for good cause, allow hours in excess of eighty (80) to be taken at a time convenient to the District which has been approved in advance by the Division Director or Manager. Under no circumstances shall any employee be entitled to monetary compensation for accrued exchange time upon their termination, retirement, or otherwise, nor shall the amount of accrued exchange time affect the amount of any employee's accrued vacation time.

7.10 Temporary Change of Schedule

If, due to coverage considerations, and in the absence of at least twenty-four (24) hours' prior notice, the employee shall be compensated at a rate of one and one-half (1-1/2) their regular hourly rate of pay for each hour worked on the new schedule during said twenty-four (24) hour period only, until this notice period is expired. Following expiration of the twenty-four (24) hours' prior notice period, the employee shall be compensated at their regular hourly rate of pay for all hours worked during the temporary schedule change. For employees whose temporary schedule change requires evening or night work, they may receive shift differential pay in accordance with Article 7.7. This article does not apply to relief operators in the Distribution System Operators and Treatment Plant System Operators classifications.

7.10.1 Temporary Schedule Change for Construction Inspector Night Shift Work

The District will provide construction inspectors temporarily assigned to night shift work, as defined in Article 7.7.2(5), with at least four (4) business days prior notice of the temporary schedule change. In the absence of four (4) business days prior notice of the temporary schedule change, the construction inspectors shall be compensated at a rate of one and one-half their regular hourly rate of pay for each hour worked on the night shift assignment during said four (4) business day notice period only, until the notice period is expired. Following expiration of the four (4) business day prior notice period, the construction inspector shall be compensated at their regular hourly rate of pay for all hours worked during the temporary scheduled change, including applicable shift differential pay pursuant to Article 7.7.

Article 8. Employee Categories

Employees will be hired into one of the following categories:

Regular Full-Time - Hired for a 40-hour workweek, or its equivalent; eligible for benefits.

Regular Part-Time - Hired for less than a 40-hour workweek; eligible for benefits on a pro rata basis as defined by the appropriate health and welfare benefit plan document.

Temporary Full-Time/Limited Duration (External Recruitments) - Hired for a 40-hour workweek or its equivalent, and for a specified position and employment period, usually not to exceed twenty-four (24) months; eligible for benefits.

Limited Duration (For Internal Recruitments) - Current District Regular Full-Time employees appointed to a Limited Duration position, as defined above, shall continue to accrue seniority during the term of the appointment and have the right to return to their prior job classification at the conclusion of the appointment.

Temporary Part-Time - Hired for either a 40-hour workweek or its equivalent, or less than a 40-hour workweek, for up to three (3) months but may then be extended for an additional three (3) months by the District General Manager; not eligible for benefits; paid on an hourly rate.

Seasonal and Paid Interns - Hired for a 40-hour or less workweek, for up to six (6) months, and not eligible for benefits; paid on an hourly rate. The hiring time may be extended by up to thirty (30) days. The union shall receive notice in advance of any such extension. These positions are not intended to supplant or replace Regular Full-Time positions

Article 9. Probationary Period

9.1 New Hire

The probationary period for newly hired employees within the bargaining unit shall be one (1) year of paid service. Newly hired employees who are reclassified during their initial probationary period will be required to complete an additional year of probation in their new classification.

At the discretion of the District General Manager, the probationary period for a newly hired employee may be extended for up to six (6) months, if circumstances warrant, by giving notice to the employee fifteen (15) work days before the scheduled completion date of the normal probationary period. During the probationary period or any extension thereof, an employee may be dismissed and the employee shall not have the right to a hearing with respect thereto.

9.2 Promotion

The probationary period for newly promoted employees shall be three (3) months of paid service in the new classification when the promotion is in the same occupational series. During this period of time, when the promotion is in the same occupational series, the employee may return or be returned to their original classification without the right to appeal.

For promotions outside an occupational series, an employee will serve a six (6) month probationary period. During the first six (6) months the employee may return or be returned to their original position. After six (6) months, the employee shall not have the right to return to their original position.

At the discretion of the District General Manager, the probationary period of a promoted employee may be extended for up to three (3) additional months, if circumstances warrant, by giving notice to the employee fifteen (15) work days before the scheduled completion date of the normal probationary period.

9.3 Status

Upon completion of the probationary period, as defined in Article 9.1 and 9.2, an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause.

Article 10. Salaries

10.1 General Salary Increase

1. Effective the first full pay period following July 1, 2023, the District shall provide all classes a five and four-tenths percent (5.4%) increase in base wages as reflected in Appendix A, Salary Schedules.

2. Effective the first full pay period following July 1, 2024, the District shall provide all classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%). The general wage increase on July 1, 2024, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

3. Effective the first full pay period following July 1, 2025, the District shall provide all classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%). The general wage

increase on July 1, 2025, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

4. Effective the first full pay period following July 1, 2026, the District shall provide all classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area. The general wage increase on July 1, 2026, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

5. Equity adjustment for Distribution System Operators - Effective the first full pay period following December 1, 2023, the rate of pay for the Distribution System Operators classification will be increased by five percent (5%). This equity adjustment is in addition to the general wage increases set forth in Articles 10.1 (1-4).

There will be no reopeners.

10.2 Starting Rate

Employees normally begin in a classification at Step One. When circumstances warrant, the District General Manager or designee may, at their discretion, approve an entrance salary at a step higher than Step One.

10.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Division Director and approval of the District General Manager.

New employees who enter a classification at Step One (1) will be eligible for increase to Step Two (2) upon successful completion of their probationary period, and such employees will be eligible to receive additional step increases annually thereafter, up to and including Step Five (5). Employees promoted into a classification at Step One (1) will be eligible for increase to Step Two (2) after successful completion of their probationary period and such employees will be eligible to receive additional step increases annually thereafter, up to and including Step Five (5). Employees who enter a classification at Step Two (2) or higher will be eligible for increase to the next higher step after completion of one (1) year in the classification, and such employees will be eligible to receive additional step increases annually thereafter, up to Step Five (5).

10.4 Benchmark and Equity

The District agrees to work on the development and implementation of a benchmark system intending to make significant progress in moving all positions into a logical relationship. The District will consult the Union prior to and during the

benchmarking process to solicit the Union's input and feedback for consideration. In an effort to reach agreement, the District agrees to meet with the Union in good faith on areas of disagreement, provided that the District will make the final determination. The benchmark system will include the identification of benchmark positions, the establishment of percentage spreads in the relationship between positions within the series, and conducting a compensation survey of benchmark positions.

The benchmark system shall be developed by the District to include all positions. Each position shall be identified in a series with other closely related positions. One position in each series will be defined as the benchmark position for the purpose of the comparative study. The benchmark shall also evaluate total compensation, including all benefits. The benchmark shall be completed by the District at least six (6) months prior to the expiration of this MOU.

See Attachment B – List of Comparable Agencies

10.5 Classification Review

The District may conduct organization wide classification studies during the term of this MOU. In the case that classification studies are conducted, the Labor Management Committee shall be noticed, and will be provided with an opportunity for ongoing input into the process.

10.6 Bilingual Pay

Employees who in the regular course of their employment and after successfully passing a District administered oral and written test, who utilize their bilingual skills as a necessary part of their job duties as essential to perform their assigned duties will receive bilingual pay in the amount of seventy-five dollars (\$75) per pay period.

The Human Resources Manager shall, in consultation with the labor-management committee, establish criteria for both the assessment of skills, and the identification of qualifying positions.

10.7 Field Training Officer Premium Pay

Effective July 1, 2023, any District Park Ranger actively serving in a California Peace Officers Standards and Training (P.O.S.T.) prescribed, certified, and approved Field Training Officer (FTO) position shall be paid an additional five percent (5%) of their base hourly pay rate for actual hours spent training a new Park Ranger I or Park Ranger Trainee employee. Approved training shall be in support of the required Park Ranger position certification standards and shall not include ride along or watershed field orientation related duties. All FTO assignments shall be assigned by the Chief Ranger, include a written description and duration of the assignment (including the type of training and number of training hours), and receive the prior written approval of the Watershed Resources Manager or General Manager.

10.8 Incentive Pay for Higher Level Certifications

The District will provide incentive pay for employees who are required to hold a Distribution System Operator or Water Treatment Operator certification, in their classification, when the employee obtains a valid Distribution Systems Operator's or Water Treatment Plant Operator's certificate that is:

- One level above their job classification minimum qualification a \$25 per month stipend; or
- Two or more levels above their job classification minimum qualification a \$40 per month stipend.

For the following cross-classification certifications, the District will provide incentive pay as follows:

- Treatment Plant Operators holding a: D3 certification are eligible for a \$10 per month stipend; or a D4 certification are eligible for a \$20 per month stipend; or a D5 certification are eligible for a \$30 per month stipend.
- Distribution System Operators holding a: T3 certification are eligible for a \$10 per month stipend; or a T4 certification are eligible for a \$20 per month stipend; or a T5 certification are eligible for a \$30 per month stipend.
- For example, a Treatment Plant Operator holding a D5 certification will receive \$10 monthly for the D3, \$10 monthly for the D4 and \$10 monthly for the D5 certifications, totaling \$30.

Employees on unpaid status for two consecutive pay periods due to illness or injury will have their license/certificate premium payments discontinued until they return to work. Employees who request leave without pay for reasons other than illness or injury will have their license/certificate premium payments discontinued effective the first full pay period after their leave begins, and the payments will be resumed once they return to work.

10.9 Acting Assignment Pay

(1) Authorized acting assignment work in a higher classification shall be paid at 8% above the employee's regular pay. Such pay shall be effective for authorized hours worked in the higher classification after a total of forty (40) hours have been reached, regardless of when performed.

(2) All acting assignments must be approved in advance by the Division Director.

(3) The acting assignment must include responsibilities for continuing the activities of the unit, section or division in the absence of the incumbent. While handling of emergency or sensitive assignments may be waived, the normal operation will be expected to continue during the acting assignment. Qualifications

are to be approved by the Division Director or District General Manager as appropriate.

(4) The District has the option of not making an appointment if in its judgment it is not required, or where no one meets the qualifications. If no assignment is made, the next highest position will assume the responsibilities.

(5) The assignment shall be made in whole workday increments and must be made in writing and include specific dates, with a copy placed in the employee's file.

(6) If overtime, differential time, or call-out status is required, it will be based on the pay rate of the acting assignment. If the employee elects compensatory time pursuant to Article 7.4 for overtime hours worked on the acting assignment, the compensatory time will be paid at the pay rate of the acting assignment. Vacation or sick leave taken during any of the whole workday increments of the appointment will be paid at the employee's regular pay.

10.10 Temporary Special Assignment Pay

A Temporary Special Assignment is defined as a practice where, as assigned by the employee's Division Director or the General Manager and agreed to by the employee, at least twenty-five percent (25%) of the employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work. Temporary Special Assignments must be a minimum of ten (10) working days, and shall not generally exceed six (6) calendar months in duration. In the event of unusual circumstances, the employee's Division Director or the General Manager, with the consent of the employee, may extend the duration of the assignment beyond six (6) months. Assigned employees shall be paid an additional four percent (4%) of their present salary for hours worked. All Temporary Special Assignments shall be documented in writing prior to the start of the assignment, include a description and duration of the assignment, and be approved by the employee's Division Director or the General Manager. In no event shall the Temporary Special Assignment begin prior to the date of the written approval.

10.11 One-Time Appreciation Payment

Eligible employees who were required to work in-person without any option to telework during the COVID-19 public health emergency (March 2020 through March 2022) shall receive a one-time payment of three thousand dollars (\$3,000). Eligible employees are those employees who were actively employed and in paid status by the District from March 1, 2020, through March 31, 2022, and are actively employed at time of payment. This provision shall not apply to newly hired employees who did not work for the District for the entire aforementioned period or former employees who retired or separated from District employment prior to the effective date of this MOU. Payment is subject to all applicable withholdings and is non-pensionable.

Article 11. Health and Welfare

11.1 Medical Insurance

Active Employees

An employee becomes eligible to participate in the District's health plan on the first day of the month following the receipt of the employee's application for coverage by Human Resources. Employees may elect coverage with any of the health insurance plans authorized under the PERS medical insurance coverage program. For active employees the District pays up to the premium amount based upon the CalPERS middle priced plan as described below for the employee and one (1) eligible dependent, with any additional premium amounts to be paid by the employee.

The medical insurance contribution of the District shall be set at the rate of the plan that falls in the middle of the list of available medical plans (sequentially, i.e., if the number of plans offered is odd the rate shall be set at the plan in the middle, for example, if eleven (11) plans are offered, the rate will be set at the plan sixth from the bottom. If the number of plans offered is even the rate shall be set at the lower of the two middle plans, for example if twelve (12) plans are offered the rate would be set at the plan sixth from the bottom.) Any additional costs for the PERS medical insurance coverage chosen by the active employees shall be their responsibility.

Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis.

The District will continue to offer Domestic Partner coverage for health insurance based on the PERS requirements and following the required PERS process.

Retirees

The District will contribute toward covered retired employees' medical insurance premiums, as defined by CalPERS regulations for the CalPERS covered retiree. The District's contribution amount shall be based on the following formulas. Any additional costs for the CalPERS medical insurance coverage chosen by the retired employees shall be their responsibility.

Retiree Healthcare- Employees hired before January 1, 2024

Employees hired prior to January 1, 2024, shall be eligible for retiree health insurance after they have completed five (5) years of continuous full time District service. The District's contribution for the retiree and one (1) eligible dependent will be the same as that for active employees as set forth above in this article.

Retiree Healthcare- Employees hired on or after January 1, 2024

Employees hired on or after January 1, 2024, who retire from the District and enroll in the District's retiree healthcare plan (CalPERS Health Benefit Program-Public Employees' Medical and Hospital Care Act (PEMHCA)) shall receive a District paid contribution towards their retiree healthcare and their spouse's healthcare based on the employee's completed years of credited service with the District subject to criteria set forth in this article.

For purposes of determining the District's contribution toward the retiree's and the retiree's spouse's healthcare cost, years of credited service shall mean the employee's continuous full-time years of service with the District as follows:

Years of Credited Service with the District	District's Payment Percentage of Premium Cost for Retired Employee	District's Payment Percentage of Premium Cost for Retired Employee's Spouse
0-9 years	Minimum employer contribution amount set forth in Government Code Section 22892	0%
10-14 years	50%	0%
15-19 years	75%	50%
20+ years	100%	75%

Notwithstanding the provision above, for employees hired on or after January 1, 2024, the maximum amount of the District's contribution toward the retiree's and the retiree's spouse's healthcare costs shall not exceed the District's contribution for active employees' healthcare at the time of the employee's retirement from the District. For example, if the District contributes \$1,035 monthly for an active employees' healthcare at the time of the employee's retirement, both the retiree and the retiree's spouse, if applicable, would receive a contribution towards their healthcare based upon a percentage, as set forth in the table above, of the \$1,035 monthly maximum paid for active employees. Continuing the example, for a retiree with 15 years of District service, they would receive 75% of the \$1,035 monthly maximum (\$776.25), and their spouse, if applicable, would receive 50% of the \$1,035 monthly maximum (\$517.50) until age 65.

For those retirees hired on or after January 1, 2024, with less than 20 years of District service, the District's contribution toward the retiree's and spouse's healthcare premium shall terminate at age 65. For those employees hired on or after January 1, 2024, with 20 years of District service or more, the District's contribution toward the retiree's and spouse's healthcare premium shall be capped at the age of 65, at \$300 per month for the retiree and the retiree's spouse's coverage, if applicable, shall be capped at \$150 per month.

All medical insurance provided in this article is governed by PEMHCA. Any benefit amounts set forth in this article shall be based on either the amount herein or the

PEMHCA minimum employer contribution (Government Code section 22892), as may be amended from time to time, whichever is greater. Retirement health benefits are based on the CalPERS vesting requirement of five years and applicable retirement ages. California Public Employees' Retirement Law governs vesting requirements for public agencies and is subject to change at the State level.

11.2 Medical Plan Exemption

An employee who is eligible for coverage under the District's medical plan specified in Article 11.1, but who is covered by another qualifying medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such qualifying medical coverage and by signing a waiver of benefits. In return for not contributing on said employee's behalf for qualifying medical coverage, the District shall pay the employee one hundred (\$100) per pay period until such time as said employee is reinstated under the District's medical plan. The employee's election to not be covered by the District's medical plan shall be made for one (1) year and may be renewed on a year to year basis upon submission of evidence of continued coverage under another qualifying medical plan. As an exception to the above, an employee, who elects not to be covered by the District's medical plan and who prior to the one (1) year period for making such election loses alternate qualifying medical coverage because of a change in marital status, will be eligible to participate in the District's medical plan on the first of the month following official notification to Human Resources of loss of coverage subject to the rules and regulations of the respective medical plan.

11.3 Section 125 of the IRS Code

The District will continue to have employee deductions for medical plan premiums and dependent care calculated on a pre-tax basis, consistent with current IRS regulations and requirements.

11.4 Dental Insurance

After three (3) months of employment, eligible employees may participate in the District's dental insurance program through the Delta Dental Plan. The District pays the full premium for employees and their eligible dependents.

The maximum calendar year benefits shall be two thousand (\$2,000). Orthodontia coverage for dependent children of an eligible employee, will be covered up to a lifetime maximum of two thousand five hundred dollars (\$2,500) per child. Effective January 1, 2024, orthodontia coverage for dependent children of an eligible employee, will be covered up to a lifetime maximum of three thousand dollars (\$3,000) per child.

Retirees:

For those employees hired prior to January 1, 2024, the District shall pay for dental coverage for a retiree plus one dependent, for those retirees with ten (10) or more full years of continuous service with the District, until the retiree attains age 65.

For those employees hired on or after January 1, 2024, the District shall not pay any portion of the retiree's dental coverage.

11.5 Eligibility

In order to be eligible for the benefits described in Articles 11.1, 11.4, 11.6 and 11.7, an employee must have eighty (80) hours of pay credit during the two previous pay periods.

It is the employee's sole responsibility to notify Human Resources of any change in status (e.g., marital or dependent change) which may affect their benefit coverage or that of the employee's family within thirty (30) calendar days of the qualifying event. For the dental benefit described in Article 11.4, discretionary changes in status (e.g., addition or removal of a qualified dependent) requested by the employee will be accepted at the next open enrollment period when reported timely and in accordance with District procedures.

11.6 Life Insurance

After one (1) month of employment, the District will provide each eligible employee with a twenty-five thousand dollars (\$25,000) life insurance policy. Eligible employees may elect additional life insurance coverage of up to one hundred thousand dollars (\$100,000), with the premium to be paid by the employee on a voluntary basis by payroll deduction. This additional life insurance coverage purchase may be made in whole or part at minimum increments of \$10,000, subject to agreement of the insurance provider.

For employees hired on or after January 1, 2024, the District will provide a life insurance policy for each eligible employee equal to one times the employee's annual salary up to seventy-five thousand dollars (\$75,000). Employees are eligible to receive this benefit after one (1) month of employment. Eligible employees may elect additional life insurance coverage of up to one hundred and fifty thousand dollars (\$150,000) in total, with the premium paid by the employee on a voluntary basis by payroll deduction. This additional life insurance coverage purchase may be made in whole or part at minimum increments of \$10,000, subject to the agreement of the insurance provider.

11.7 State Disability Insurance (SDI)

Upon certification by the Union to the District that the bargaining unit covered by this MOU desires to be enrolled in the State Disability Insurance Program, the District shall take the necessary action to enroll such employees represented by the Union therein. The cost of SDI shall be paid by the represented employee through payroll deduction at a rate established by the State of California Employment Development Department.

11.8 Long Term Disability

The District will provide each eligible employee with long term disability insurance.

11.9 Vision Care

The District will reimburse employees for vision care expenses of the employee not covered by existing District health plans or any other insurance plan. The amount of said reimbursement shall not exceed three hundred and fifty dollars (\$350.00) in a fiscal year. Vision care expenses are limited to examinations, lenses and frames. The employee may carry over any remaining monies for an accumulated total of seven hundred dollars (\$700).

11.10 Retirement Plan

(1) The following provision applies only to those employees hired prior to January 1, 2013, or those new employees who qualify as 'classic' members of CalPERS.

The present Retirement Plan contract between the District and the Public Employees Retirement System (PERS) shall continue at the current benefit level for the duration of this MOU. There will be no employer payment of any part of the mandatory employee contribution. Participation in the PERS plan and Social Security is mandatory.

(2) The following provision applies to all employees hired beginning on or after January 1, 2013, and who do not qualify as 'classic' members of CalPERS. There will be no employer payment of any part of the mandatory employee contribution. All other provisions shall be as required by the Public Employees' Pension Reform Act (PEPRA). Participation in the PERS plan and Social Security is mandatory.

11.11 Amendment to Medical Coverage

In the event any Federal or State legislation which provides health care coverage for employees covered by the MOU is enacted into law during the term of this MOU and such legislation has an adverse impact on either party, the parties will meet and confer regarding the impact of such legislation on the MOU.

In the event that the level of financial contribution by the District, on the effective date of such legislation is greater than required to satisfy the terms of Article 11.1, the Employer agrees to make the amount in excess of what is required available for the benefit of employees covered by this MOU. In that event, the parties agree to reopen this MOU for the sole purpose of negotiating the reapplication of the excess amount to the other terms and conditions of the employees covered by this MOU.

11.12 Deferred Compensation

The District will extend to employees participation in the deferred compensation plan pursuant to the "Deferred Compensation Plan" approved by the District Board of Directors on May 22, 1985, consistent with current IRS regulations and requirements.

Article 12. Holidays

12.1 Recognized Holidays

The District recognizes the following days as holidays to be taken off with pay by full-time employees:

- | | |
|---------------------------------------|-------------------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Martin Luther King Jr.'s Birthday | (8) Veteran's Day |
| (3) President's Day | (9) Thanksgiving Day |
| (4) Memorial Day | (10) Day after Thanksgiving |
| (5) Juneteenth | (11) Day before Christmas Day |
| (6) Independence Day | (12) Christmas Day |

If Christmas Day falls on a Saturday, Sunday or Monday, the Day before Christmas Day shall be observed on the last working day before the day on which Christmas is observed by the District.

Previously recognized holidays, Admission Day and Lincoln's Birthday, will be converted to Floating Holidays on January 1, 1996, except that employees in the classifications of Treatment Plant/System Operator, Distribution System Operator, Park Ranger I/II, and Senior Park Ranger and Park Ranger, and trainees within those classifications, who work on Admission Day and Lincoln's Birthday will be subject to the provisions of Article 12.4a. This paragraph will no longer apply as of midnight, December 31, 2023.

Effective January 1, 2024, employees shall receive one (1) floating holiday. Effective July 1, 2024, and each July 1st thereafter, employees shall accrue two (2) floating holidays per fiscal year.

New employees hired during the period of July 1st to December 31st in the calendar year will be credited with two (2) floating holidays for that fiscal year. New employees hired during the period of January 1st to June 30th in the calendar year will be credited with one (1) floating holiday in the first full pay period following active employment.

Employees that receive floating holiday(s) may use one of their accrued floating holidays on Cesar Chavez Holiday, March 31, as long as minimum staffing levels as determined by the supervisor are maintained.

An employee's accrued floating holiday(s) received pursuant to this article shall be exchanged for the first day(s) of vacation taken by the employee, but shall not be counted against the employee's total accrual of vacation days for the fiscal year.

All floating holidays used by the employee shall consist of eight (8) hours paid at the employee's regular hourly rate. Floating holidays not used by the employee prior to the end of the fiscal year will be forfeited without pay.

12.2 Holidays Falling on Saturday or Sunday

If and whenever any holiday provided for in Article 12.1 above, other than Christmas, falls on a Saturday, it shall be observed on the preceding Friday. If and whenever a holiday provided for in Article 12.1 above falls on a Sunday, it shall be observed on the following Monday.

12.3 Qualifying

In order to qualify for holiday pay, an employee must be in a paid status the last workday before and the first workday following said holiday except as required by law.

12.4 Holiday Pay

This provision shall become effective January 1, 2024.

(a) Employees volunteering or required to work on a District holiday shall receive premium pay of one and one-half (1-1/2) times or two (2) times (see applicable holidays below) their regular hourly rate for each hour worked on the holiday, plus a floating holiday.

(b) If the holiday falls on an employee's regularly scheduled day off, and the employee does not work that day, the employee will receive a floating holiday.

(c) Those employees working on the third Thursday of November (Thanksgiving Day), December 24 (Christmas Eve), December 25 (Christmas Day) and on January 1 (New Years Day), and July 4, will receive premium pay of two (2) times the regular hourly rate for each hour worked on the holiday. All other District holidays shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate for each hour worked on the holiday.

(d) If an employee works on both the observed and actual holidays (e.g., a Friday for a Saturday holiday), they will receive premium pay and a floating holiday for the actual holiday only.

(e) An employee's accrued floating holiday(s) received pursuant to this article shall be exchanged for the first day(s) of vacation taken by the employee but shall not be counted against the employee's total accrual of vacation days for the calendar year.

(f) Floating holidays accrued under this article that are not used prior to the end of the fiscal year will be paid out during the last full pay period of the fiscal year at the rate of eight (8) hours of straight time pay for each floating holiday or such lesser portion remaining unused by the employee.

(g) This article does not apply to employees working an alternative work schedule under Article 7.8 of this MOU.

12.5 Holiday Scheduling

(a) Certain departments within the District may post a 'Holiday Sign-up' during each year for employees to voluntarily request work on a Holiday during the following year where the District determines Department coverage is required on the holiday.

(b) If insufficient volunteers sign-up for holiday coverage, the District shall assign employees by rotation, by inverse seniority for the necessary coverage.

If this specific process does not work for a particular department, another fair and equitable procedure will be used.

(c) A Floating Holiday should be requested at least five (5) days preceding the requested day(s), and be approved by the supervisor.

Article 13. Vacation

13.1 Vacation With Pay

Full-time employees shall earn vacation with pay at the following bi-weekly rates for each complete year of paid service with the District:

For the first three (3) years of service-----	3.38 hours/pay period;
For the next six (6) years of service -----	4.62 hours/pay period;
For the next six (6) years of service -----	6.16 hours/pay period;
Sixteen (16) years of service-----	6.47 hours/pay period;
Seventeen (17) years of service-----	6.77 hours/pay period;
Eighteen (18) years of service -----	7.08 hours/pay period;
Nineteen (19) years of service-----	7.39 hours/pay period;
And For Twenty (20) or more years of service -----	7.70 hours/pay period.

13.2 Vacation Scheduling

Vacations will be scheduled by the Division Director or designee in accordance with work load and District seniority. Seniority is defined as the total continuous time of service with the District, as defined in Article 16.2 of this MOU. The most senior person in each work unit, based on overall District seniority, will have first choice in selecting a single block of vacation, with the scheduling then proceeding to the next senior person until all vacation has been scheduled. If at all possible, the selected time will be assigned. If there is a conflict, employees may be asked to select another time. Once vacation time is assigned, it will not be changed except with advance approval of the Division Director. If scheduled vacation time is not taken, the employee may not invoke seniority when rescheduling vacation.

Vacation time may be taken only upon advance request and with approval by the Division Director at least five (5) working days prior to the starting date. Vacation may be granted with less than five (5) working day's notice by mutual agreement.

13.3 Holiday During Vacation

In the event a holiday, as provided in Article 12.1 herein, falls within an employee's vacation, the time shall be considered a paid holiday rather than vacation or compensatory time.

13.4 Lump Sum Vacation Pay

An employee whose service with the District terminates for any reason or who is granted a leave of absence shall be paid a lump sum for all accrued vacation earned prior to termination date or last day worked. No CalPERS service credit shall accrue from a lump sum vacation payout. Upon separation, the employee shall reimburse the District for any used but unearned vacation. The District shall be reimbursed for any unearned vacation, either by debiting the final check or by direct payment to the District.

13.5 Vacation Carry Over/Cash-In

Employees may carry over accrued, unused vacation from calendar year to year, to a maximum of four hundred (400) hours

When an employee's vacation balance reaches four hundred (400) hours, the employee shall no longer accrue vacation hours. Vacation hours shall begin to accrue when the employee's accrued hours drop below the four hundred (400) hour maximum.

Annually, in November, employees may irrevocably elect to cash-in up to eighty (80) hours of accrued vacation during the following calendar year, as long as they maintain a minimum accrued vacation balance of at least eighty (80) hours after the cash-in. No CalPERS service credit shall accrue from a vacation cash-in.

13.6 Vacation Use for Illness

Vacation time will automatically be used to cover sick time off when an employee has a bona fide illness and has no sick leave.

13.7 Use of Unearned Vacation

On a case by case basis employees may be allowed to take vacation before it is earned using a negative accrual system. Approval may be granted by the Division Director taking into consideration any special circumstances. Employees must pay back the negative accrual and create a positive accrual sufficient to cover the next vacation request before another vacation request can be granted.

Article 14. Sick Leave

14.1 Sick Leave Accumulation

Full-time employees shall earn and accumulate paid sick leave without limit at the rate of 4.62 hours per pay period of service with the District. The District Board of Directors may, in its discretion, grant additional sick leave not to exceed seven hundred twenty (720) hours to any employee who has used all of their accumulated sick leave and is unable to work due to illness or injury if the employee's work record and years of service so warrant.

14.2 Sick Leave Use

All employees shall be entitled to use accumulated sick leave under the following circumstances:

(1) The employee is incapable of performing the job duties due to illness, or injury;

(2) To attend a medical examination or treatment in a doctor's office, dentist's office, hospital or other medical facility for the employee's own health condition; provided that the amount of sick leave used for such visits is the amount of time reasonably necessary to travel to and from and attend the medical appointment;

(3) To attend to the illness of the employee's "immediate family" member or "designated person" as defined in Article 14.3 below. An employee may use up to one-half of the District's annual sick leave accrual (60 hours /calendar year) for this purpose. Employees may use sick leave under this provision to attend routine medical and dental appointments that the family member or "designated person" could not keep on their own. Employees may use a day of sick leave under this provision to be with their spouse or registered domestic partner at the time of birth of a child;

In the case of a serious health condition, after use of sixty (60) hours for "immediate family" members or the "designated person" (as defined in Article 14.3 below) leave in any calendar year, employees may use other forms of paid time off, including but not limited to vacation and compensatory time off. Once all other forms of paid leave have been exhausted employees may use any remaining sick leave, the total amount of paid time used may not exceed the total of time allowed under FMLA or CFRA; or

(4) The employee is pregnant and desires to take maternity leave may take up to six (6) months per pregnancy based on certified medical needs and subject to related Federal and State provisions.

14.3 Immediate Family/Designated Person Defined

An employee's immediate family, as it applies to Article 14.2(3) and 14.9, is defined as the employee's spouse, registered domestic partner, children, foster children, parents, foster parents, grandparents, brothers, sisters, and the parents, foster

parents or children, or grandparents of the employee's spouse or registered domestic partner or for a family member for whom the employee is standing in loco parentis.

“Designated person” is defined by the California Family Rights Act (CFRA). Pursuant to CFRA, an employee may elect a “designated person” at the time the employee requests leave pursuant to Article 14.2(3). The employee’s election of a “designated person” shall be limited to one person per twelve (12) month period.

14.4 Sick Leave Approval

Employees entitled to sick leave must make application therefore on forms provided by the District as soon as possible after returning to work. The District may require a doctor's certificate stating the necessity for sick leave and may make such other investigation as to the necessity for sick leave as it deems appropriate. In the event an employee fails to provide satisfactory evidence of the necessity for sick leave within five (5) working days after being instructed to provide such evidence claiming or applying for sick leave, the employee's sick leave rights for the period applied for shall be deemed to have been voluntarily waived and released.

An employee who is absent from work due to their own or a family member’s illness, injury or other medical condition must notify their supervisor of their absence within a reasonable time prior to the start of their scheduled shift. If an employee is unable to place a call, a friend or relative should be asked to contact the supervisor on behalf of the employee. An employee who requires sick leave to attend a medical appointment must notify their supervisor of the planned absence within a reasonable amount of time following at the time the appointment is made.

14.5 Sick Leave Incentive Program

Employees accruing sick leave hours in excess of eight hundred (800) hours may annually elect one of the following options with respect to such excess hours accrued on or after November 1st of each year:

(1) Accumulation option: continue to accumulate sick leave hours in accordance with Article 14.1;

(2) Compensation option: In November of each year, employees may irrevocably elect to be compensated in the following calendar year for all accumulated hours in excess of eight hundred (800) hours at fifty percent (50%) of their regular salary rate;

(3) Combination option: combine the accumulation option and compensation option with fifty percent (50%) allotted to each.

No CalPERS service credit shall accrue from the sick leave compensation provided under this article.

14.6 Sick Leave Payout

(1) Every employee upon retirement shall be paid a lump sum equal to seventy five percent (75%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of retirement. The maximum payout shall not exceed 750 hours.

(2) Every employee having five (5) or more years of continuous service with the District upon discharge due to lack of work or lack of funds within the employee's classification shall be paid a lump sum equal to fifty percent (50%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of their discharge.

(3) The estate of every employee upon death of the employee shall be paid a lump sum equal to fifty percent (50%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of death.

No CalPERS service credit shall accrue from the sick leave compensation provided under this article.

14.7 Special Sick Leave

Employees disabled from their regular work by injury received in the course of employment shall be granted special sick leave, not exceeding sixty (60) working days except with special approval of the District Board of Directors. Such special sick leave shall not be charged against sick leave earned pursuant to Article 14.1. An employee may be requested to perform temporary limited duties during such period of disability if the attending physician finds the employee able to perform such duties.

Every employee entitled to special sick leave shall, for each day of such special sick leave taken, be paid the difference between the employee's regular salary or wage and the amount of Workers' Compensation disability payments to which such employee is entitled for such day; provided, that such differential shall not be paid for any day on which the employee declines to perform temporary limited duties requested of them pursuant to the first paragraph of this article.

14.8 Attendance Policy

Regular attendance by every employee is important and necessary to the successful operation of the District.

14.9 Funeral/Bereavement Leave

An employee may use up to forty (40) hours, with twenty-four (24) hours paid by the District of Funeral /Bereavement leave in the case of a death in an employee's immediate family or the death of the individual who is currently predesignated as the employee's "designated person".

Article 15. Leaves of Absence

15.1 Leave Without Pay

The District General Manager may grant regular full-time employees leave without pay for a bona fide reason for up to six (6) months. Any such leave without pay may be extended for additional periods not to exceed thirty (30) calendar days each. Seniority and longevity shall continue to accrue only during the first thirty (30) calendar days of any leave without pay. The granting or not granting of such leave without pay is at the sole discretion of the District General Manager except as provided below.

In instances where an employee has exhausted all paid leave accruals and there is a bona-fide reason for an absence, requests for two weeks (80 hours) or less of leave without pay may be authorized by the Division Director or their designee.

15.2 Family and Medical Leave Act

Family and medical leave shall be granted in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, as amended.

15.3 Jury Duty and Work Related Subpoenaed Court Appearance

Whenever an employee is summoned for jury duty as a state or federal trial juror or grand juror, or is subpoenaed to appear as a witness before a grand jury or at a preliminary hearing, trial, or deposition, in a case in which the employee is not a party but which is related to the employee's official district duties, such employee's regular pay shall continue and time spent in jury service or in giving testimony shall not be charged to the employee's sick leave or vacation time, but the employee shall reimburse District for compensation received for any service or witness fees received, not including mileage.

15.4 Military Leave

Employees shall be granted military leave in accordance with the provisions of California Military and Veterans Code Section 395, et. seq. and the Uniformed Services Employment and Reemployment Rights Act and shall be entitled to the salary continuation rights and status and any reinstatement rights specified therein.

15.5 Disability Absence

A disabled employee may be provided an unpaid leave of absence of a specific duration as a reasonable accommodation where it is likely the employee will be able to return to their job at the conclusion of the leave. If, during the course of such leave, the District reasonably determines that it is unlikely that the employee will be able to return to their position because of a disability, the District may terminate the employment, provided that there is no available alternative position for which the employee is qualified to perform.

The District may deny a request for leave under this article where the length of the leave imposes an undue hardship on the District.

When an employee becomes disabled due to a work related injury, the maximum duration of an occupational injury leave is as required by law.

This article is not intended to abridge rights involving disability leave where said rights are otherwise established by local, state or federal statute.

15.6 Pregnancy Leave

A pregnant employee may take a pregnancy leave of up to six (6) consecutive months, with approval by their Division Director. The employee may use their paid leave time, in the form of accrued sick time, as per Article 14.2 (4), and/or any accrued vacation and compensatory time during the period of maternity leave.

15.7 Paternal or Adoptive Leave

A prospective father or adoptive parent may take a parental leave of up to six (6) consecutive months, with approval by their Division Director. The employee may use their paid leave time, in the form of accrued sick time, as per Article 14.2 (3), and/or any accrued vacation and compensatory time during the period of the parental leave.

Article 16. Layoff

16.1 Need For Layoff

In determining the necessity for a layoff, assuming that all other factors are equal, layoffs shall be determined on the basis of seniority. The other factors to be evaluated will include, but may not be limited to, the following:

- (1) The need and funding for the position;
- (2) Whether the job experience, skills and educational training of an employee being considered for layoff qualify the employee for another position;
- (3) Overall level of performance with the District of an employee being considered for layoff.

16.2 Seniority Defined

Seniority is defined as the total continuous time of service with the District, excluding any service time during which the employee was classified as part-time. Seniority will accrue for each month in which a full-time employee has 80 hours of pay credit.

16.3 Notice of Layoff

The District will make every effort to give as much advance notice of layoff as possible. Regular full-time employees will receive a minimum of ninety (90) calendar days written notice; full-time temporary employees will receive a minimum of sixty (60) calendar days written notice, except that when the position is

scheduled for six (6) months or less, the employee will receive a minimum of thirty (30) calendar days written notice; part-time hourly employees may be laid off without advance notice.

16.4 Layoff/Reinstatement List

The names of the employees affected by any layoffs shall be placed on an official Layoff List in the order in which they have been laid off. The list shall remain effective for a period of one (1) year, during which time when vacancies occur in a classification within which a layoff took place, laid off employees shall be reinstated in the reverse order of layoff and given their salary step at the time of layoff. The District shall also restore any uncashed out accrued sick leave for the reinstated employee.

Article 17. Discipline and Discharge

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause. The District shall use progressive disciplinary steps (i.e., verbal warning, written reprimand, suspension, termination) unless the violations are extremely serious. The District acknowledges that employees have Weingarten Rights that may be exercised.

17.1 Preliminary Notice

A non-probationary employee shall receive, in accordance with the law, a preliminary written notice of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the notice. Adverse documents that did not result in a loss of pay and which are more than three (3) years old shall not be utilized in subsequent disciplinary action.

In cases of discipline which involves no loss of pay, the employee shall have ten (10) working days to appeal to the District General Manager, who shall schedule a meeting with the employee to review the proposed discipline within ten (10) working days of receipt of an appeal. After hearing the response of the employee, the District General Manager may order that the proposed disciplinary action or modification thereof be imposed.

Upon the receipt of the notice of discipline involving a loss of pay, the employee shall have ten (10) working days to appeal the matter in writing to Step 3 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the District General Manager has conducted a hearing with the employee and employee's representative present and having heard the response

of the employee. The District General Manager shall schedule the hearing within ten (10) working days of receipt of an appeal.

17.2 Disciplinary Action and Appeal

After hearing the response of the employee, the District General Manager may order that the proposed disciplinary action or modification thereof be imposed.

Thereafter, the employee shall notify the District within ten (10) working days that the matter is appealed to Step 4 (Arbitration) of the Grievance Procedure. The matter shall then proceed in accordance with the Grievance Procedure.

Article 18. Grievance Procedure

18.1 Definitions

(1) A grievance is a dispute that involves the interpretation or application of any provision of this MOU. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum, and discipline which does not involve a loss of pay shall not be subject to the Grievance Procedure.

(2) A day shall mean any that the District Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the District.

(3) A grievant may be an individual employee or a group of employees or the Union on the behalf of a group of employees or the Union on its own behalf on matters involving the District and Union relationship.

(4) Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

18.2 Procedure

Step 1.

Within seven (7) working days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor.

Within five (5) working days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

Step 2.

If the grievant is not satisfied with the resolution at Step 1, the grievant must reduce the grievance to writing and present it to the Division Director within ten (10) working days.

The written grievance shall contain a statement of facts about the nature of the grievance, and shall identify the specific provisions of this MOU alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant.

The Division Director shall confer with the grievant and within ten (10) working days respond to the allegations in writing.

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within ten (10) working days appeal the matter to the District General Manager.

The District General Manager shall investigate the matter, conduct a hearing if he deems it appropriate and within ten (10) working days, thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the District Human Resources Office within ten (10) working days after the receipt of the response in Step 3, notify the District that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9) names.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

18.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded, and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters limited to the conduct of the proceeding, and the arbitrator may call, recall and examine witnesses as the arbitrator deems proper.

The burden of proof shall be upon the Union in grievance matters and upon the District in disciplinary matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the District, the Union and any employee(s) involved in the grievance or disciplinary matter.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this MOU. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of a disciplinary matter, whether the District's allegations are accurate and the appropriateness of the disciplinary penalty.

The fees and expenses of the arbitrator and hearing room shall be shared equally by the Union and the District. All other expenses shall be borne by the party incurring them. The cost of the services of a court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared equally.

18.4 General Provisions

(1) Employees, who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party, shall be free from discrimination by the Union and the District.

(2) A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance, upon which the District relies in making its determinations. The right to cross-examine witnesses applies only at hearings held under this article and not to the Skelly (pre-discipline) process.

(3) If the District management fails to respond within the specified time limits, the grievance shall, at the request of the Union, automatically be moved to the next step of the procedure. If the Union or a grievant fail to process or appeal a grievance within the specified time limits, the matter shall be deemed settled. The parties may by mutual agreement waive the steps in the procedure.

(4) If a hearing is held during work hours of employee witnesses, such employees shall be released from their duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.

(5) The Human Resources Office shall act as the central repository for all grievances.

(6) Time is of the essence in processing all grievances. Time limits contained herein may be extended by mutual agreement of the parties. All agreements to extend deadlines must be in writing. Absence for bona fide reasons by a grievant, the union representative or any management official involved in responding to the grievance shall constitute good cause for granting an extension to the time limits by the same number of days of absence.

Article 19. Meal Allowance

The District will compensate the cost of an employee meal allowance when the employee received less than twenty-four (24) hours confirmed notice of the overtime work schedule and one of two conditions apply:

- (1) The employee works a shift extension of two (2) hours either beyond the regular quitting time or prior to the regular starting time;
- (2) The employee completes a four (4) hour work period when on overtime;

The purpose of meal compensation is to allow employees a meal allowance when they receive short-notice of the overtime work.

Example: Employee's regular shift is 06:30 a.m. – 3:00 p.m., with overtime (unplanned) between 3:00 p.m. – 10:00 p.m. At 5:00 p.m. (2 hours into overtime) the employee is entitled to a meal allowance. At 9:00 p.m. (4 hours past the first meal) the employee is entitled to another meal allowance.

Time taken for meals eaten away from the work location shall be unpaid time, except employees who are called to work a minimum of two (2) hours preceding their regular shift will be on paid time if their regular shift has commenced upon completion of the overtime work.

Whenever an employee qualifies for a meal allowance, the employee will receive, at the earliest possible payroll date, the gross amount of twenty dollars (\$20) per meal.

Article 20. Uniforms

Uniforms are furnished to employees to provide a means of identification for District employees contacting the public and to present the best image possible of the District. Where applicable, the District will reimburse employees for the purchase of uniforms. Employees are responsible for wearing appropriate uniforms as assigned and are expected to keep themselves neat and clean and the uniform items in good repair in adherence with District Administrative Policy 31, Dress and Grooming Policy.

The District will provide employees with their initial annual uniform allotment. In the event an employee does not complete, for whatever reason, their initial twelve (12) month probationary period, the initial uniform allotment shall be returned to the District.

Employees, who are required to wear uniforms and who have completed their initial twelve (12) month probationary period, will be eligible for an annual uniform reimbursement as listed below. The District shall define the types of uniforms which

may be worn by employees. Upon completion of the initial probationary period, the uniform reimbursement will be prorated based upon the number of pay periods remaining in the fiscal year. The uniform reimbursement will be available to employees at the beginning of each fiscal year.

Employees shall submit to their supervisor receipts for all uniform purchases. Purchased uniforms are subject to review and approval by the supervisor. Upon approval of the purchased uniforms, supervisors will then submit the receipts to Accounting for reimbursement to the employee. All receipts must be submitted to the supervisor by no later than April 1. The supervisor must submit them to Accounting by no later than May 1 of each fiscal year. Employees will be allowed to carryover their uniform reimbursement into subsequent fiscal years to a maximum of two (2) fiscal years accrual.

The District shall designate those classifications for which uniforms and/or boots shall be required. Human Resources shall maintain a list of classes for which uniforms and/or boots are required, and shall provide the initial list to the Union and a list to employees at the time of appointment. The District agrees to notify the Union in the event it intends to change to the list of classes or to the uniform items themselves. The Union may request, within ten (10) days of receipt of the notice, that the Labor/Management Committee be convened to discuss the proposed changes. The new or amended list of classes or uniform items will be provided to the Union and available to employees.

Whenever the District makes changes in the types of uniforms, uniform items and/or boots to be worn, the District shall provide reimbursement to cover any additional costs not covered by the annual reimbursement.

The District shall provide the annual uniform reimbursement during each fiscal year as provided below:

- 1. For Ranger classes ----- \$450
- 2. For all other classes ----- \$350

The District will also furnish Smocks to Chemists and Lab Technicians. Coveralls will be provided for Treatment Plant Maintenance Workers, Treatment Plant Operators, Welders and Auto Mechanics.

Uniforms are to be worn only in conjunction with employment.

It is the responsibility of the employee to purchase, maintain in good condition, and wear the appropriate District uniform/clothing that is required by the job.

The safety boot reimbursement will be provided for those employees in classifications which are required by the District to wear safety boots. Maintenance of safety boots (e.g., resoling) and accessory gear (e.g., insoles, laces) that comply

with the standards contained in this article may be submitted for reimbursement by the employee and shall count toward the annual boot allowance. Employees will be allowed to carryover their boot allowance into subsequent fiscal years to a maximum of a two (2) fiscal years accrual. The District shall provide the annual boot reimbursement during each fiscal year as provided below:

For Wildland Fire Suppression Classes* ----- \$300
For All Other Classes** ----- \$250

Although the General Industrial Safety Orders require that the height of the boots be six (6) inches in height, in order to provide greater safety for the employee's ankles, the District shall require that the boots be eight (8) inches in height (the same standard as the U.S. Forest Service).

* It shall be at the wildland fire suppression employee's discretion to wear either the steel toed or non-steel toed boot when fighting fires. Regardless of which boot is selected, it must meet the requirements of the General Industrial Safety Orders in the California Code of Regulations for wildland fire fighting and the NFPA "Wildland Fire Personal Protective Gear Standards for Footwear."

** Safety boot criteria for all other classes are found in District Safety Policy No. S014 Personal Protective Equipment, Foot Protection.

Article 21. Automobile Use

21.1 Employee Vehicle

The District will reimburse employees at the rate currently approved by the I.R.S. for authorized use of their private vehicle for District use, for miles traveled on paid time. Private vehicles may be used only when no appropriate District vehicle is available and with the advance approval of the employee's Division Director.

21.2 District Vehicles

To facilitate the District's operation, the District General Manager may assign a District vehicle to certain employees who are required to be on call for and respond to operational problems or emergencies after normal work hours. District vehicles are not to be used for personal business and are to be operated only by District employees.

Article 22. No Strike

During the term of this MOU, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties or stoppage of work against the District or participate in sympathy strikes or honor picket lines where such action would cause a disruption of District services.

During the term of this MOU, the District agrees that it will not lock out employees.

Article 23. Prevailing Rights

All matters within the scope of meeting and conferring which have previously been in effect through policies, rules, regulations, ordinances or resolutions, which are not specifically modified or superseded by this MOU shall remain in full force and effect during the term of this MOU and are hereby incorporated therein as part of this MOU. However, the District may propose changes to such matters, and shall provide timely notice to the Union, and respond to requests from the Union to meet and confer on such proposed changes.

Article 24. Education and Training

24.1 Tuition Reimbursement

The District will reimburse tuition, books, Laboratory fees and examination fees in an amount of up to three thousand five hundred dollars (\$3,500) per employee per fiscal year in connection with educational courses taken by regular full-time or regular part-time non-probationary employees. The educational course must be related to the employee's current position or to a position within the District to which an employee may aspire. The written request for the cost reimbursement must be completed by the employee and approved by the Division Director and the Human Resource Manager before the course begins. In order to be reimbursed for educational cost, the employee must attain a grade of at least "C" or its equivalent, and class and study time must be outside the employee's normal work hours. To qualify, courses must be given by an accredited school or college, or a recognized professional or training organization acceptable to the District. Transportation or other costs are not reimbursable.

24.2 Training and Conference Expenditures

All requests for attendance at training courses, seminars and conferences shall be approved in advance by the employee's Division Director and the District General Manager. Reimbursement for all associated costs shall be in conformance with the District policy.

24.3 Mandatory Training

Whenever feasible, mandatory training shall be conducted on the employee's regular work schedule.

When it is not feasible to schedule mandatory training during the employee's regular work schedule, the District shall compensate the affected employee(s) at a minimum of two (2) hours of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel. This provision shall not apply to employees who attend a mandatory training preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

24.4 Mandatory Meetings

Whenever feasible, educational/operations meetings shall be conducted on the employees regular work schedule.

When it is not feasible to schedule educational/operations meetings during the employee's regular work schedule, the District shall compensate the affected employee(s) at a minimum of two (2) hours of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel. This provision shall not apply to employees who attend a mandatory meeting preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

Article 25. Job Descriptions

When the District revises a job description for a position represented by the Union, it will highlight the changes and send a copy to the Union and the employee(s) in that classification giving the Union and the employee(s) ten (10) working days for review and comment before the revised job description becomes effective.

When the District creates a new job description for a position represented by the Union, it will send a copy to the Union giving the Union ten (10) working days for review and comment before the new job description becomes effective.

Article 26. Clean Air Policy

Smoking and vaping are considered to be damaging to health; the purpose of this policy is to provide a smoke free environment in District locations.

(1) This policy applies to all District work locations and facilities. It applies to all employees, vendors and contractors conducting business at District locations, and to the general public.

(2) "Smoking" includes the exhaling or emitting of smoke from a pipe, cigar, cigarette, vape device, or e-cigarette, and the ignition, lighting, carrying, holding, or functioning of an ignited or lit pipe, cigar, cigarette, vape device, or e-cigarette.

(3) Smoking is prohibited in all enclosed District facilities. Employees may go outside to smoke, but only during normally scheduled breaks.

(4) Smoking is prohibited in all District vehicles.

(5) Individuals, especially supervisors, covered by this policy are expected to recognize the rights of non-smokers and smokers, and cooperate in applying the spirit and intent of this policy to the resolution of disputes concerning its provisions.

Article 27. Severability

If any Article or paragraph of this MOU shall be held to be invalid by law or action of a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and the parties shall enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such Article or paragraph.

Article 28. Full Understanding. Modification, Waiver

Except as specifically otherwise provided herein, it is agreed and understood that the District and the Union voluntarily and unqualifiedly waives their rights, and agrees that the other shall not be required, to meet and confer with respect to any subject or matter covered herein, during the term of this MOU. The foregoing shall not preclude the District and the Union from meeting and conferring at any time during the term of this MOU provided there is mutual agreement to meet and confer on any subject.

Article 29. Existing Laws

This MOU shall be subject to all applicable laws.

Article 30. Duration

This MOU shall be effective upon adoption by the District Board of Directors, except for those provisions of the MOU which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2027.


[SIGNATURES ON NEXT PAGE

SIGNATURE PAGE

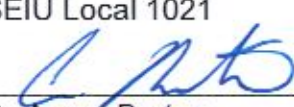
Marin Municipal Water District

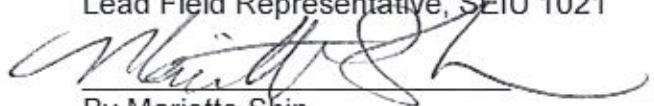

By Monty Schmitt
President, Board of Directors

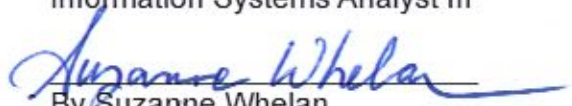

By Ben Horenstein
General Manager


By Vikkie Garay
Human Resources Manager

SEIU Local 1021

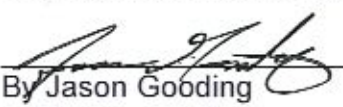

By Aaron Burton
Lead Field Representative, SEIU 1021



By Mariette Shin
Information Systems Analyst III

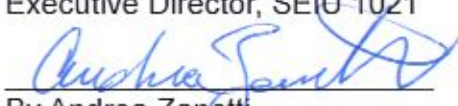

By Suzanne Whelan
Ecologist/Watershed Volunteer Coordinator



By Augustin Gerena
Landscape and Facilities Maintenance Coordinator

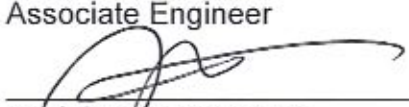

By Justin Turnham
Corrosion Control Technician II

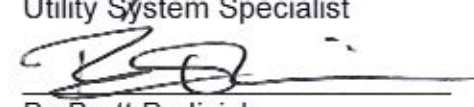

By Jason Gooding
Heavy Equipment Operator


By David Canham
Executive Director, SEIU 1021


By Andrea Zanetti
Field Director, SEIU 1021


By Zachary Talbott
Associate Engineer


By Jules Bassermann
Utility System Specialist


By Brett Pedisich
Park Ranger II

APPENDIX B – COMPARABLE AGENCIES

Alameda County / Zone 7
Alameda County Water District
Central Marin Sanitation District
City of Palo Alto
City of Petaluma
City of Richmond
City of San Rafael
City of Santa Rosa
City of Vallejo
Contra Costa County
Contra Costa Water District
Dublin / San Ramon Water District
East Bay Municipal Utility District
Marin County
North Marin Water District
San Francisco Public Utility District
Santa Clara Valley Water District
Sonoma County / Sonoma County Water Agency

Special Districts for Ranger classification:

- California State Parks
- Mid-Pen Open Space
- East Bay Regional Parks