

**July 1, 2014 through June 30, 2020
Collective Bargaining Agreement**

**Between the
Central Marin Sanitation Agency
and the
Service Employees International Union, Local 1021**

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This Memorandum of Understanding (MOU) is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment. They have freely exchanged information, opinions and proposals and reached agreement on employment conditions and employer-employee relations.

This MOU is the agreement between the represented employees and the agency for salary and employee benefit adjustments for the period commencing July 1, 2014 through June 30, 2020.

Section 1. Recognition

1.1 Union Recognition

Service Employees International Union (SEIU), Local 1021 hereinafter referred to as the "Union," is the recognized employee organization for the classifications listed in Section 12, pursuant to Union certification on March 19, 1985.

1.2 Agency Recognition

The General Manager, or any person or organization duly authorized by the General Manager, is the representative of Central Marin Sanitation Agency, hereinafter referred to as the "Agency" in employer-employee relations.

Section 2. Union Security

Dues deduction shall be provided in accordance with sections 3508.5 and 3502.5 of the Government Code. In addition, payroll deduction will be provided for insurance premiums and assessments from the pay of those employees who have authorized such deductions. The Union agrees to work with the Agency to establish proper protocols for additional deductions. Under the authority of Section 3502.5 the Agency and the Union hereby establish an "agency shop," and that requires employees to do one of the following:

- (1) Sign up as a member of SEIU 1021, or;
- (2) Sign up as a fee payer.

The dues deduction shall be for a specified amount and uniform between members of the Union. The fair share fee shall be for a specified amount and uniform between fee payers. The

Union shall indemnify, defend, and hold the Agency harmless against any claims made and against any suit instituted against the Agency on account of dues or fees deduction. The Union shall refund to the Agency any amounts paid to it in error upon presentation of supporting evidence.

Both parties will comply with the law, section 3502.5 of the Government Code. The Union will provide to the Agency and any employee who requests an annual financial statement accounting for Union expenditures per law and list current dues calculations. The requirement to be a fee payer will not apply to managers, confidential employees, employees hired before July 1, 2000 or supervisors. The Agency will provide to new employees filling represented positions an agreed upon notice summarizing these provisions and instructing the employee to decide upon being a member or fee payer in the first 30 days of employment.

All employees who are members or become members of the Union and who are tendering periodic dues through dues deductions shall continue paying dues as Union members. Once annually, the Agency will provide a one-month period in October when members who have expressed a desire to become fee payers may complete a fee payer card, thereby resigning their membership. The Union will advise the Agency of this obligation one month in advance.

Section 3. Union Representatives

The Union may, by written notice to the General Manager, designate certain of its members as employee representatives. Agency employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Agency services as determined by the Agency. Employee representatives will submit a written request to the General Manager, at least one (1) working day prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

For purposes of negotiations for an MOU, the number of employees excused shall be three (3).

Authorized employee representatives shall be allowed to post Union materials on specified bulletin boards maintained on Agency premises.

Section 4. Access to Work Locations

Reasonable access to employee work locations is granted to officers of the Union and their officially designated representative for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives have the right to contact employees during the employees' duty period, provided that the Agency office is notified of such activities and further, provided that such contact does not interfere with the normal operation, public service, or safety requirements of the Agency.

Section 5. Use of Agency Facilities

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

Section 6. Advance Notice

Except in cases of emergency, five (5) working days' advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Commission and the Union will be given the opportunity to meet with such body prior to adoption. In cases of emergency when the Commission determines that the foregoing procedure is not practical or in the best public interest, the Commission may adopt or put into practice immediately such measures as are required, without prior notice or meeting with the Union. The Agency will provide such notice and opportunity to meet at the earliest practical time following the adoption of such measure.

Section 7. Agency Rights

The rights of the Agency 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; train and direct its employees; 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 governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

Section 8. No Discrimination

The Agency and the Union agree to abide by CMSA Personnel Policy #101 - Equal Employment Opportunity and #102 - Unlawful Harassment and Discrimination.

Section 9. Health and Safety

Agency will comply with all applicable State of California safety regulations, and will furnish to employees as needed, all safety equipment therein required. Negligent loss of safety equipment will be replaced by the employee.

Section 10. Hours of Work

10.1 Regular Workweek and Regular Workday

The Agency pay period is comprised of two (2) workweeks that may be structured in one of the following ways:

- (1) 8-hour shift: An eight (8) hour work period five (5) days per work week.
- (2) 10-hour shift: A ten (10) hour work period four (4) days per work week.
- (3) 9-80 shift: A nine (9) hour work period four (4) days per work week, and a four (4) hour work period one (1) day per work week

The Agency may change an employee's schedule due to operational requirements or needs.

For purposes of compliance with the Fair Labor Standards Act, the regular workweek for employees on the 8 hours/day and 10 hours/day work schedules shall begin at 00:00 hours on Sunday and conclude the following Saturday at 24:00 hours. For the 9-80 work schedule, each employee's defined workweek will be communicated in written agreement with the employee and will be in compliance with FLSA requirements.

10.2 Schedules

Work schedules showing employees' shifts, workdays and hours will be posted on CMSA bulletin boards at all times.

In the event the Agency must change an employee's shift, the employee must receive ten (10) working days' notice before the new shift becomes effective, except in cases of emergency as determined by the General Manager.

10.3 Rest Periods

Under normal conditions, the work schedule of all employees will provide a fifteen (15) minute paid rest period during the middle of each four (4) hour work period and a thirty (30) minute unpaid meal break.

Section 11. Overtime, Call Back, Shift Differential and Standby Pay

11.1 Overtime Defined

Overtime is authorized time worked beyond the standard work day of the employee's established work day; the standard work week of the employee's established work week; or on Agency holidays other than Saturday or Sunday.

11.2 Authorization

With the exception of emergency situations, to receive overtime payment, an employee shall receive supervisory approval prior to working overtime.

11.3 Notification

If, in the judgment of the Agency, work beyond the normal workday, workweek, or work period is required, the Agency will notify any employee of the apparent need for such overtime as soon as practical prior to when the overtime is expected to begin.

11.4 Compensation for Overtime

Overtime will be compensated at one and one-half (1 ½) times the straight-time hourly wage rate or in accordance with applicable state and federal laws. Overtime will be charged in one-half (1/2) hour increments.

An employee may request to receive compensatory time at the rate of one and one-half (1 ½) hours for every hour worked in lieu of overtime pay. An employee must request to receive compensatory time in-lieu of overtime pay prior to working overtime.

Employees may accumulate compensatory time at the rate of one and one-half (1 ½) hours for every hour worked in lieu of overtime pay up to a maximum of forty (40) hours at any one time. If an employee has over 40 hours of compensatory time on July 1, 2014, s/he will be able to retain his/her compensatory time balance, however, s/he will not be eligible to accrue compensatory time until her/his compensatory time balance is below 40 hours. On June 30, 2015, any compensatory time over the 40 hour limit will be cashed out.

An employee who wishes to take accumulated compensatory time must receive prior approval for taking time off and the time off may only be taken when it does not result in an economic cost to the Agency or disrupt Agency operations. An employee may receive cash upon request for compensatory time.

11.5 Shift Differential

An employee who works on an assigned night shift will, in addition to the employee's regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift or when the employee is on paid vacation or paid sick leave.

An employee who earns shift differential on a holiday will be entitled to receive that differential for the additional eight (8) hours of holiday pay for working on the holiday

For purposes of this Section, night shift means an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work on swing or graveyard shifts. Overtime which is worked as an extension of an assigned shift shall be paid at the employee's current assigned shift rate.

The rate of night shift differential shall be seven percent (7%) for swing shift and ten percent (10%) for graveyard shift.

11.6 Call Back

If an employee is called back to work, the employee, upon notification of the call-back, will receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at the applicable rate. If the employee is required to work more than two (2) hours, the employee will receive pay for the actual time worked and for an additional one (1) hour at the applicable wage rate. This additional one-hour pay provision does not apply to instances in which the employee is called to report before the employee's regular starting time and has worked from the time the employee reports to the employee's regular starting time. This additional one-hour pay provision also does not apply to instances where the employee is called back to work at a customer's worksite (as opposed to the Agency worksite). Instead, employees called back to work at a customer's worksite will be compensated for their travel time to and from that worksite.

11.7 Supervisory Duty Pay

When an employee in the Operations or Maintenance department is assigned to perform supervisory duties for a shift or a portion of a shift, the employee so assigned will receive five percent (5%) additional pay for the time they are performing supervisory duties.

11.8 Standby Duty

CMSA management, at its discretion, may assign an employee to standby duty for the purpose of responding to Agency problems during non-maintenance staffed hours. Standby Duty may be assigned on a daily, weekly, or weekend basis, at the Agency's discretion. An employee who is assigned to standby duty shall receive four (4) hours pay for each weekend day and holiday and two (2) hours pay for other weekdays. If the standby employee has an alternate work schedule that gives him a regular day off during the work week they will not be on call during the work hours of 5:45 AM and 4:15 PM for those days.

Standby pay shall not be credited toward the accumulation of hours for the purposes of computing overtime pay. If actually required to report to work while on standby duty, overtime rules and compensation shall apply.

Standby duty shall be assigned to those qualified to respond to problems that could occur at CMSA or any of the CMSA operated and maintained collection system assets. Qualifying standards will be at management's discretion. Qualified volunteers shall receive initial consideration for standby duty assignments. Assignments will be rotated on a weekly basis between qualified employees. The Agency will provide training for interested Operations and Maintenance employees so that they may be eligible for standby duty. Such training will entail performance testing to establish the employee's competence.

The standby person must have the ability to respond (at the plant) within one (1) hour of being called. The standby person will be allowed to use a designated CMSA vehicle. A

pager and or cellular phone will be provided and must be monitored continuously by the standby employee.

While on standby status an employee must be fit for duty (alcohol and drug free) and is required to respond to all calls.

Section 12. Classification and Salaries

12.1 Pay Scale

Careers ladders and incentives for employees to improve their knowledge and skills are listed by represented positions. Pay scales for employees by position are included in Appendix A.

Each represented employee will receive a compensation adjustment in the form of a salary increase over 4 years in accordance with the schedule shown in the table below. The salary increase includes reimbursement for payment of their Employer Paid Member Contribution (EPMC) as shown in the Table in Section 14.

Fiscal Year	Salary Adjustment Percentage
2014-2015, effective July 1, 2014	+ 5.0%
2015-2016, effective July 1, 2015	+ 4.0%
2016-2017, effective July 1, 2016	+ 4.0%
2017-2018, effective July 1, 2017	+ 2.0%

Step increases in each position are at five percent (5%) increments. An employee will receive a promotion within class by 1) meeting the criteria established by his/her respective department, as detailed in the department's advancement criteria memorandum, 2) receiving the recommendations of the Supervisor and department Manager, and 3) receiving approval by the General Manager. Promotion to a different classification will be made only through a successful on-site examination to assure the employee can apply theoretical knowledge to the CMSA facilities. Lead positions are specific and granted only if there is a vacancy.

The rates of pay set forth in Appendix A represent the total wage compensation due employees, except for overtime compensation and other benefits specifically provided for by the Commission.

The Agency has a merit pay plan based on performance of employees.

12.2 Conversion of Salary Rates

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when such a conversion is advisable. In determining equivalent amounts on different time bases, the Agency will provide tables or

regulations for calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates as well as for calculation hourly rates. The base for these calculations will be a 2080-hour work year.

12.3 Cost-of-Living-Adjustments

Effective July 1, 2018 and 2019, the Agency will provide a Cost-of- Living (COL) adjustment for each agency classification using the formula as follows: The Annual Consumer Price Index for the previous Calendar Year - All Urban Consumers for the San Francisco-Oakland-San Jose, CA, 82-84=100 up to a maximum of a Three Percent (3.0)% wage increase .

12.4 Market Survey

On or about March 2019, CMSA will perform a Market Survey using the same format as in the 2009 Market Survey, and will meet and confer with the Union within thirty (30) days of the completion of the Survey.

Section 13. Health and Welfare

13.1 Medical

The Agency will provide employees with the option of selecting hospital-medical insurance from the Flexible Benefit Plan.

For employees hired prior to July 1, 2014, the Agency shall contribute the equivalent of the current CalPERS Kaiser Bay Area family (3+ party) rate toward hospital medical insurance.

Additionally, the amount of residual Flex dollar benefit that an employee can receive as cash in the future cannot exceed the amount the employee received on July 1, 2014; even if the employee decides to 1) decrease the number of dependents enrolled in the health plan or 2) opts to no longer enroll in a CalPERS plan. The Agency will set the July 1, 2014 Kaiser family (3+ party) monthly rate of \$1,931.07 as the amount for the sole purpose of determining future residual flex dollar benefits to be received as cash for eligible employees.

For employees hired after July 1, 2014, the Agency shall contribute the equivalent of the current CalPERS Kaiser Bay Area single party, two party or family rate family rate toward hospital-medical insurance based on the employee's and his/her eligible dependent enrollment in a CalPERS health plan. An employee hired after July 1, 2014 will not be eligible to receive residual Flex dollar benefit even if s/he opts not to enroll in a CalPERS health plan.

13.2 Life, Dental, Vision, and Long Term Disability Insurance

The Agency will contribute the sum necessary per month per each covered employee to provide Dental Care benefits covering the employee and eligible dependents. The Agency will implement and maintain during the term of the current MOU a Vision Plan

benefit for the employee and family, will implement and maintain a Long Term Disability Insurance Plan, and will implement and maintain a \$100,000 life insurance policy for each employee.

13.3 Change in Employee Benefit Plans

The Agency may evaluate the Health and Welfare plans available to employees to determine if similar or better coverages are available at lower cost to the Agency. The Agency may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is unchanged or improved and further provided that the Agency meets with the Union to discuss any new plan before it is implemented.

13.4 Post-Employment Health Benefits Coverage

For employees hired on or after June 1, 2010, the Agency shall contribute one and one-half percent (1.5%) of the employee's base monthly salary toward CMSA's Health Reimbursement Arrangement (Medical After Retirement Account, MARA). If the employee remains on the CalPERS health benefits upon retirement from the Agency, the Agency will contribute the minimum CalPERS PEMCHA contribution towards the employee's CalPERS health benefit.

For employees hired prior to June 1, 2010 and who retire from CMSA, the Agency will provide medical insurance coverage through the CalPERS plan and will contribute the equivalent of the CalPERS Kaiser Bay Area single party rate toward hospital-medical insurance for the duration of the MOU for the retired employee.

Section 14. Retirement Plan

The Agency will continue to meet obligations associated with the Marin County Retirement System for employees who were formerly enrolled in that system. For all employees, the present Retirement Plan is between the Agency and PERS.

The Agency has contracted with CalPERS to provide a Retirement Plan for all employees. Employees hired prior to January 1, 2013 are covered by the 2.7% CalPERS retirement benefit formula. New employees hired on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of the CalPERS will receive the 2.7% PERS retirement benefit formula retirement plan.

For new employees hired on or after January 1, 2013 who are new to the CalPERS retirement system, the Agency shall provide the retirement formula provided for in the law. In this and all other relevant respects, the Agency will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation. New employees shall pay 50% of the normal cost for their retirement benefit.

The Agency will pay seven percent (7%) of the Employee's contribution to CalPERS in accordance with the rules and regulations governing such contributions subject to the language below.

- (1) Each employee who is deemed to be a classic CalPERS member will reimburse the Agency for the CalPERS Employer Paid Member Contributions (EPMC) in accordance with the schedule shown in the table below.

Fiscal Year	Employee EPMC Reimbursement Percentage
2014-2015, effective July 1, 2014	3.0%
2015-2016, effective July 1, 2015	Additional 2.0%
2016-2017, effective July 1, 2016	Additional 2.0%

- (2) Prior to June 30, 2018, the Agency will file the appropriate documents to amend its contract with CalPERS to eliminate the reporting of the value of the Employer Paid Member Contributions as compensation for each employee who is deemed to be a classic CALPERS member effective July 1, 2018. At that time, all employees will be responsible for paying the statutory required Member Contributions.

The Agency will provide CalPERS Survivor benefits at Level 4.

Section 15. Protective Clothing and Meal Allowance

15.1 Protective Clothing

The Agency will provide all protective clothing determined by management to be necessary for the employee to perform the employee's job. All employees in the Maintenance, Environmental Services and Operations Departments will be provided clothing and shoes as set forth below:

- (1) Uniforms eleven (11) shirts and pants, replaced as necessary.
- (2) Safety Shoes - safety shoes replaced as necessary.

Protective clothing must be worn at all times as directed by each Department's manager or designee and shall not be worn for any other purpose than in the service of the Agency.

All employees will participate in the Agency's safety vision program.

15.2 Meal Allowance

A meal allowance is provided for employees required to work overtime. An employee shall receive a meal allowance for each four (4) hours of overtime worked.

Whenever an employee qualifies for a meal allowance, the employee will receive, at the earliest date possible, the current Agency lunch Per Diem amount for the completion of each four (4) hours overtime period of work contiguous to a scheduled shift. If an employee is called in for emergency work, without advanced notice, and misses a meal, he/she will receive the meal allowance for each period of four (4) hours worked.

Section 16. Holidays

16.1 Holiday Eligibility and Compensation

Holiday time is time earned by personnel through Floating Holidays and Holiday Compensation Time. It is administered through an individual Holiday Time Account. The Holiday Time Account is available for each person to review and the balance will be posted regularly. Holiday Time may be accrued to a maximum of forty-eight (48) hours. Any balance in excess of forty-eight (48) hours shall be paid out during the next pay period at the employees regular hourly wage rate.

Employees are eligible for holiday pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on one of their regularly scheduled workdays either immediately preceding or following the holiday. The rate of compensation for the holiday is based upon the employee's regular hourly wage rate.

16.2 Holidays Covered

The holidays observed in this Agency shall be:

- | | |
|-------------------------------|--------------------------------|
| (1) New Year's Day, January 1 | (7) Veterans Day, November 11 |
| (2) Martin Luther King Day | (8) Thanksgiving Day |
| (3) President's Day | (9) Day after Thanksgiving Day |
| (4) Memorial Day | (10) Christmas Day |
| (5) Independence Day, July 4 | (11) Floating Holiday |
| (6) Labor Day | (12) Floating Holiday |
| | (13) Floating Holiday |

16.3 Compensation for Holidays Falling on Scheduled Days Off

When a holiday falls on a full-time employee's regularly scheduled day off, the employee will receive eight (8) hours of additional time off to be taken at a time determined by agreement between the Supervisor and the employee.

16.4 Compensation for Work on Holidays

Employees who are required or authorized to work on a holiday observed by the Agency shall be compensated, either with comp time or overtime pay, at the rate of one and one-half (1 ½) times for each hour worked. In addition, employees will be paid eight (8) hours of holiday time for the Agency observed holiday; employees will need to supplement the 8 hours of holiday time with an appropriate amount of leave hours (i.e., vacation, holiday, or comp time) to comply with the required 80 hour pay period.

16.5 Floating Holidays

Three (3) workdays (24 hours) per year shall be deemed floating holidays. Each regular employee on the payroll as of July 1, or newly appointed prior to December 31 will be credited with three (3) floating holidays for that fiscal year.

Any employee appointed between January 1 and June 30 will be credited immediately with one and one-half (1 1/2, 12 hours) floating holidays for the balance of that fiscal year. To use a floating holiday, an employee must schedule it ahead with the supervisor seven (7) working days prior to the commencement of said holiday, if possible. An employee may request the use of the employee's earned holidays at the same time as the employee's vacation.

Section 17. Vacation

17.1 Vacation Benefits

Probationary and regular full time employees are eligible to accrue paid vacation from the first day of employment. Vacation accrual is calculated in hourly increments per pay period as shown on below.

<u>Years of Service</u>	<u>Maximum Possible Annual Accrual (hours)</u>	<u>Per Pay Period Accrual (hours)</u>
0 through completion of 3 years:	80 hours	3.077 hours
Start of 4 th year through completion of 7 years:	120 hours	4.615 hours
Start of 8 th year of service and thereafter:	160 hours	6.154 hours

17.2 Vacation Accrual

The Agency encourages employees to annually take their vacation leave. An employee can accrue a maximum of 240 hours of vacation leave. Once an employee has accumulated 240 hours of vacation leave, he/she will not earn additional vacation leave time until his/her vacation leave balance is below 240 hours.

Once per calendar year, due to unique or special circumstance, an employee may request to sell up to one (1) week of vacation time. The General Manager at his/her discretion may review the request and circumstances.

17.3 Vacation Scheduling

An employee shall be given preference in scheduling vacations within the limits necessary for the efficient operation of the department to which the employee is assigned. In the event of a conflict or dispute with regard to vacation scheduling in a department, the department

manager shall establish a system for assignment of vacations. Such system of assignment shall provide for reasonable recognition of seniority and annual rotation.

17.4 Vacations in Emergency

No scheduled vacations shall be cancelled except in the case of an emergency.

17.5 Illness While on Vacation

Time spent ill, while on vacation leave, shall be applied to sick leave rather than vacation leave provided that the illness of the employee was of such a nature to preclude the effective use of vacation and the illness would prevent the employee from performing the employee's regular job duties for the Agency; and further, provided that the employee must notify the employee's supervisor prior to the end of the vacation leave and request that the time spent ill while on vacation leave be applied to sick leave.

17.6 Vacation Pay at Termination

An employee separating from the Agency will be paid for accrued vacation in a lump sum payment.

Section 18. Sick Leave

18.1 Benefits

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Sick leave usage will be allowed only in the case of necessity due to actual sickness, disability, or specifically delineated permissive use in accordance with Section 18.6.

Charge for sick leave used will be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work.

Sick leave may not be used before it is earned.

18.2 Notification Requirement

It is the responsibility of the employee to notify the Employer pursuant to Personnel Policy # 303-4 Administration.

18.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed.

18.4 State Disability Insurance

The Agency maintains State Disability Insurance for employees covered by this MOU. State Disability Insurance is a plan solely funded by employee contributions.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick leave benefit allowances shall be paid separately, but in the event

State Disability Insurance payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two (2) shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the Agency may not waive integration, and any employee entitled to State Disability Insurance payments must apply for such payments.

18.5 Accrual of Sick Leave

To allow employees to maintain sick leave for its intended use, actual illness or disability, the Agency will place a limit to sick leave accrual to a maximum of 1,040 hours.

If an employee has over 1,040 sick leave hours as of July 1, 2014, s/he will be able to retain her/his sick leave balance, however, s/he will not be eligible to accrue additional sick leave time until her/his sick leave balance is below 1,040 hours. Once an employee has accumulated 1040 hours of sick leave, he/she will not earn additional sick leave time until his/her sick leave balance is below 1040 hours.

18.6 Permissive Use of Sick Leave

Employees may use sick leave for any of the purposes enumerated below:

- (1) An absence necessitated by an employee's personal illness or injury or pregnancy.
- (2) When necessary for medical and dental office appointments during working hours, such use of sick leave must be authorized by the Agency upon reasonable notice to the Agency.
- (3) Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Agency that the presence of the employee on duty would endanger the health of others.
- (4) Absence from the employee's duties because the employee is needed to attend to the illness of a member of the immediate family; provided that such absence shall be limited to a maximum of twenty-four (24) working hours during each calendar year. Immediate family shall be defined as parent, step-parent, father/mother in-law, brother, sister, step-brother/sister, brother/sister in-law, child, step-child, grandparent, spouse, aunt, uncle and registered domestic partner.
- (5) Illness while on paid vacation as provided in Section 17.5.
- (6) Absence from Agency duties due to personal emergencies not to exceed sixteen (16) working hours during any calendar year.
- (7) An absence due to an act of God which prohibits an employee from traveling to the employee's work location.

18.7 Sick Leave Incentive Program

The Agency will provide all employees retiring from the Agency credit for all unused or non-cashed out sick leave toward years of service, a benefit option that the Agency has contracted with CalPERS to provide.

An employee who has at least the equivalent of ten years of Agency service will be eligible to receive one-half of his/her accrued sick leave, up to 500 hours, as cash upon retirement from Agency service.

Section 19. Leaves of Absence

19.1 Leave Without Pay

The General Manager may grant regular, limited-term or probationary employees leave of absence without pay for a period of time not to exceed fifteen (15) calendar days.

19.2 Jury Duty

A regular or probationary employee summoned to jury duty or called for examination for jury duty shall inform the employee's supervisor. If the employee is required to serve, the employee may be absent from duty and will receive compensation at the employee's regular rate of pay only for those hours required to serve which occur during the employee's regularly scheduled hours. Any jury fees, excluding mileage, received by an employee must be remitted to the Agency. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday will be subject to overtime and shift differential pay provisions.

Employees who work on a weekend or on a swing or graveyard shift and are called for jury duty shall have their regular schedule converted to a Monday through Friday day shift during the jury duty period.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California and applicable federal law govern military leave for Agency.

19.4 Maternity Leave

The provisions for Maternity Leave shall be granted in accordance with applicable state and federal law.

19.5 Job Incurred Illness or Injury Leave

Any employee of the Agency who sustains a disability caused by illness or injury arising out of and in the course of the employee's employment, as defined by the Workers' Compensation laws of the State of California is entitled to disability leave as in accordance with Personnel Policy #303, Section 5 – Work Related Injury or Illness.

19.6 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee will receive a paid leave of absence for up to three (3) working days per incident. If the employee requests a leave of absence beyond three (3) days, the additional days may not be charged to the employee's accrued sick leave. The employee must notify his/her supervisor prior to the leave and must submit the written leave request on a time sheet upon return to work.

Immediate family shall be defined as parent, step-parent, father/mother in-law, brother, sister, step-brother/sister, brother/sister in-law, child, step-child, grandparent, spouse, uncle, aunt, member of household or legal guardian, and registered domestic partner.

19.7 Leave of Absence

A regular or probationary employee may request that the General Manager grant a Leave of Absence pursuant to Personnel Policy # 304.

19.8 Non-Pay Status

When an employee is in a non-pay status, the employee will arrange with the Agency for self-payment for the benefit package the employee has chosen.

Section 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the employee's position and for rejecting any probationary employee whose performance does not meet the required standards of work performance.

The probationary period for employees receiving promotional appointments or transfers is six (6) months.

During the probationary period, an employee may be rejected at any time by the General Manager without cause and without the right of appeal.

Any employees rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted, unless the employee is discharged.

The Agency may grant a probationary employment period extension of up to six (6) months for employees who need extra time to obtain a required certification to perform their job.

The General Manager may extend a probationary period of an employee up to a period of 12 months, when the Union concurs with the Agency's extension of the probationary period. Such concurrence shall be in writing.

Section 21. Layoff and Re-employment

21.1 Notice of Layoff

The General Manager shall give at least three (3) weeks' advance written notice to employees to be laid off. Such notice shall also be furnished to the Union.

21.2 Order of Layoff

Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the Agency in full-time, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

21.3 Bumping Rights

An employee who has achieved full-time, non-probationary status at the time of layoff may displace the least senior employee in a lower classification provided, however, that the employee to be laid off has greater Agency seniority than the least senior employee in the lower classification.

21.4 Recall

An employee who has achieved full-time, non-probationary status at the time of layoff shall have the employee's name placed on a recall list, which shall be maintained for twelve (12) months from the time of layoff. Employees on the recall list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of a layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

21.5 Termination of Service

Service with the Agency shall be terminated by discharge, resignation, or twelve (12) consecutive months of unemployment at CMSA.

21.6 Benefits While on Layoff

Employees who are laid off shall not accrue seniority, vacation, sick leave, holidays, medical, dental, life insurance, and protective clothing nor shall they be eligible for any of those benefits. Employees and their families may, however, have a temporary extension of health coverage at their expense at group rates, in accordance with C.O.B.R.A. regulations.

Section 22. Discharge and Discipline

22.1 Right of Discharge and Discipline

Upon completion of the designated probationary period an employee shall be designated as a non-probationary employee and the Agency shall have the right to discharge or discipline any such employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure

to perform work as required or to observe the Agency's safety rules and regulations or for engaging during the term of this MOU, in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the MOU. The Agency shall use progressive disciplinary steps (i.e., reprimand, suspension, demotion, discharge) unless the violation is such as to justify termination. Disciplinary action shall mean discharge/dismissal, demotion, reduction in salary, and suspension resulting in loss of pay.

In addition, the Agency may discipline or discharge an employee for the following: Fraud in securing appointment; negligence of duty; violation of safety rules; unacceptable attendance record including tardiness, overstaying lunch or break periods; possession, distribution or under the influence of alcoholic beverages, non-prescription or unauthorized narcotics or dangerous drugs during working hours; inability, unwillingness, refusal or failure to perform work as assigned, required or directed; unauthorized soliciting on Agency property or time, conviction of a felony or conviction of a misdemeanor involving moral turpitude, unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the Agency; falsifying employment application materials, time reports, records, or payroll documents or other Agency records; misuse of Agency property, violation of any of the provisions of these working rules and regulations or departmental rules and regulations; disorderly conduct, participation in fights, horseplay or brawls; dishonesty or theft; establishment of a pattern of violation of any Agency policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action; failure to perform to an acceptable level of work quality and quantity; insubordination; other acts inimical to the public service; inability or refusal to provide medical statement on cause of illness or disability.

22.2 Preliminary Notice

A non-probationary employee shall receive a preliminary written notice from the employee's Supervisor 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 documents upon which the disciplinary action is based must be attached to the notice.

Upon the receipt of the notice, the employee shall have five (5) days to appeal the matter in writing to the General Manager. If a written appeal is filed, no disciplinary action shall be imposed until the General Manager or designee has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. If no written appeal is filed within five (5) days, the employee shall be deemed to have waived his right to proceed.

22.3 Disciplinary Action and Appeal

After hearing the response of the employee the General Manager may order that the proposed disciplinary action or modification thereof be imposed. Thereafter, the employee may notify the Agency within ten (10) days to appeal the matter to Arbitration. The matter shall then proceed in accordance with the Arbitration process below:

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. The selection process will include a review of the arbitrator's availability for the hearing.

Each party shall then alternatively 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.

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing should be held within 60 calendar days of the selection of the arbitrator. 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, and he/she may call, recall and examine witnesses as he/she deems proper.

The burden of proof shall be upon the Agency in disciplinary/discharge 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 Agency, 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 the 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 disciplinary/discharge matters whether the Agency allegations are accurate and the appropriateness of the disciplinary penalty.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Agency.

All other expenses shall be borne by the party incurring them. The cost of the services of 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.

22.4 Sexual/Racial Harassment

Sexual/Racial harassment of one employee by another is cause for disciplinary action including the possibility of immediate discharge.

Sexual harassment is defined as including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

Section 23. Personnel Files

All performance evaluations, as well as other forms, letters, and memoranda shall be addressed to or signed by the employee, acknowledging a copy prior to being placed in the personnel file. If any employee refuses to sign a form or letter, the supervisor shall sign his/her name as a witness to the fact that the employee has refused to sign, and the document shall then be placed in the employee's personnel file.

All personnel employment records and employee medical records are confidential. An Employee may review his/her own files upon request by scheduling an appointment with the General Manager/designee. An Employee may provide written authorization for other person(s) to review his/her own personnel and/or medical file. All Personnel Files will be reviewed in the presence of the General Manager/designee.

An employee may petition the Agency to remove specific records pertaining to disciplinary actions, three (3) years after the documented event. If the petition is rejected, the employee may petition annually thereafter. Five (5) years after the event, an employee may proceed with a formal grievance of the matter if the petition for removal has been denied.

Section 24. Grievance Procedure

24.1 Definition

A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulations, or existing practices affecting the status or working conditions of Agency employees. Actions taken by the Agency pursuant to Section 22 of this MOU are not grievable under Section 24. That action will be reviewed in the process described in Section 22.

24.2 Right to File and Representation

A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees, or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences, and hearings.

The Agency office shall act as a central repository for all grievance records.

Any time limit may be extended only by mutual agreement of the parties in writing.

24.3 Informal Grievance

Within ten (10) working days of the event giving rise to a grievance, the employee shall present the grievance informally for disposition by the employee's immediate supervisor, or at any appropriate level of authority.

Presentation of an informal grievance shall be a mandatory prerequisite to the institution of a formal grievance.

24.4 Formal Grievance

If the employee believes that the grievance has not been redressed within five (5) working days, the employee may initiate a formal grievance within five (5) working days thereafter.

- (1) Filing the Grievance: A formal grievance can only be initiated by completing and filing with the Agency a written form. The form shall contain the following elements: Identification of the grievant; date grievance initiated; statement of any previous action upon the grievance; a clear statement of the nature of the grievance; a proposed solution to the grievance; signature of the grievant.
- (2) Step 1: Within ten (10) working days after a formal grievance is filed, the General Manager's designee shall investigate the grievance and confer with the employee in an attempt to resolve the grievance, and make a decision in writing. If the grievance is not resolved at Step 1, it may be referred to Step 2.
- (3) Step 2: Ad Hoc Adjustment Boards, consisting of two (2) members representing each of the parties hereto, shall be set up for the purpose of hearing and deciding grievances of members of the Union and of the Agency which arise and are presented during the term of this Memorandum and which concern the interpretation or application of any of the terms or provisions of this Memorandum, or the terms or provisions of written agreements and addenda supplementary to this Memorandum. No Union member of the Adjustment Board shall be an employee of the Agency and no Employer member of the Adjustment Board shall be an employee of the Agency. In the case of a deadlock on any matter, the issue in dispute may be submitted to Step 3.
- (4) Step 3: Within ten (10) working days after a deadlocked adjustment board and submission to the General Manager, the General Manager shall investigate the grievance and confer with the employee and/or Union in an attempt to resolve the grievance and make a decision in writing.
- (5) Step 4: If the grievance is not resolved at Step 3 to the satisfaction of the employee, the employee may, within not more than five (5) working days from the employee's receipt of the General Manager's decision, request consideration

of the grievance by the Chair of the Commission, by so notifying the Agency in writing.

Within ten (10) working days after such notification, the Chair of the Commission or the Chair's designee shall investigate the grievance, confer with persons affected and their representatives, and render a decision in writing.

If the decision of the Chair of the Commission or designee resolves the grievance to the satisfaction of the employee, it shall bind the Agency subject to ratification by the Commission if the decision requires an unbudgeted expenditure.

If the decision of the Chair does not resolve the grievance to the satisfaction of the employee, the Chair shall advise the employee, in writing of the Chair's decision and the alternatives under Step 3 which outlines further steps that the grievant may take.

- (6) Step 5: A final appeal may be filed, in writing, with the Agency not more than five (5) working days from the employee's receipt of the Chair's decision.

The grievance shall be determined by the Agency Commission. The decision of the Commission shall be made in writing within thirty (30) calendar days after the filing of the appeal and shall be final and binding on all parties. By filing a grievance, neither Union nor grievant intends to waive any additional procedural or substantive rights or causes of action which an employee may have pursuant to any federal law, state law, or other rule or regulation.

Section 25. Outside Employment

No full-time employee shall engage in employment that may constitute a conflict of interest for the employee or the Agency. No employee shall engage in any outside employment whatsoever during the employee's working hours. No emblem, badge, or other employee identification shall be worn by any person while in the employment of someone other than the Agency.

Section 26. No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representative thereof shall engage in job action for the purpose of effecting changes in the directives of the Commission, nor to effect a change of personnel or operations of management or of employees not covered by the MOU.

Section 27. Miscellaneous

27.1 Attendance Policy and Driving Standards

The parties have met and conferred and agreed to the Agency's attendance and drug policies and driving standards.

27.2 Reimbursement for Certification

With prior approval of the General Manager, fees for examinations, certificates and certificate renewal in the wastewater field will be reimbursed for the passed exam.

Section 28. Past Practices

For the specific duration of this MOU the parties, Union and the Agency, agree that past practices not addressed in this MOU in the Agency's rules, regulations, ordinances and resolutions shall be subject to meet and confer.

Section 29. Existing Laws, Regulations and Policies

This MOU is subject to all existing state and federal laws, ordinances and regulations of the Central Marin Sanitation Agency. The Union, the Agency and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

Section 30. Separability of Provisions

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 31. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring; provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

Made and entered into this ____ day of September 2014.

SEIU Local 1021

Central Marin Sanitation Agency



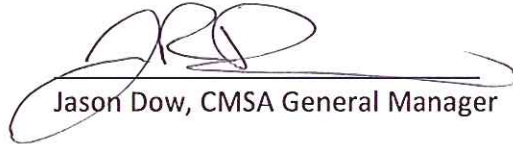
Lorenzo Sotelo, SEIU



Austris Rungis, IEDA



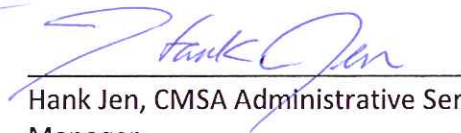
Mike Gardea, CMSA



Jason Dow, CMSA General Manager



Nicholas Gaunt, CMSA



Hank Jen, CMSA Administrative Services Manager



Greg Pease, CMSA

Jason Klumb, SEIU Area Director

Pete Castelli, SEIU Executive Director