

June 26, 2022 through June 19, 2027

Collective Bargaining Agreement

Between the

Central Marin Sanitation Agency

and the

Service Employees International Union, Local 1021

July 14, 2022

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**Between the
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and the
Service Employees International Union, Local 1021**

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 June 26, 2022 through June 19, 2027.

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, hereinafter referred to as the "employees," 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

2.1. Dues/COPE/Union-Sponsored Benefit Program Deductions

(a) The Agency shall honor an employee's check-off authorization for dues, Committee on Political Education (COPE), or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

- (b) Deductions for dues, COPE, or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employee shall transmit such payments to the Union by US mail service or through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- (c) Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the Agency. The Agency shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- (d) The Union shall not provide the Agency a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- (e) The dues deduction shall be for a specified amount and uniform between employees. 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 deductions. The Union shall refund to the Agency any amounts paid to it in error upon presentation of supporting evidence.
- (f) Violations of this Section of the MOU are grievable.

2.2. Data Pertaining to Deductions

The Agency shall send to SEIU Local 1021's Membership Department every two (2) weeks, on a regular ongoing basis, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Union Dues and COPE.

If, during the term of this contract, SEIU Local 1021's Membership Department determines they need more information to process dues deductions, the parties will meet and confer over the additional information.

2.3 Receipt of Bargaining Unit Lists

Every three (3) months, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rates of pay, hours worked, gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from the

bargaining unit, or who have made any changes in Union deductions during the preceding three-month period.

- 2.4 Whenever a new employee is hired in any of the job classifications covered by this Agreement, the Agency shall notify said employee that Union is the recognized bargaining representative for employees in that classification and furnish Union with the name, address, and work and contact information of said employee. The Union will have the opportunity to meet with the new employee to provide a Union orientation within thirty (30) days of hire. The Union orientation shall be coordinated with the Agency and a private meeting will be scheduled in the Agency's Board/Conference Room of no more than thirty (30) minutes and held during working hours.

Section 3. Union Representatives

The Union may, by written notice to the General Manager, designate certain of its members as employee representatives. 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 Agency time for this purpose shall be reasonable and shall not interfere with the Agency operations as determined by the Agency.

The Union or employee representatives will contact the General Manager or designee by email or phone to request access to meet with employees. The Union and General Manager will agree on a date and time for the requested meeting that will be held either in the Agency's Board/Conference room or virtually. Except by mutual agreement, the number of employee representatives excused for such purposes shall not exceed two (2).

For purposes of negotiations for an MOU, the number of employee representatives 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 the Agency's Board/Conference room is granted to the Union and employee representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such Union representatives have the right to contact employees during their work period, provided that the Agency 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

Employees or Union representatives may, with the prior approval of the General Manager, be granted the use of Agency Board/Conference room for meetings with 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 to the Union of any ordinance, policy, resolution, or procedure 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 the General Manager or their designee 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, work groups, and committees; 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 Agency operations; determine the methods, means, and personnel by which Agency 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 services; and to make policies and procedures for its employees consistent with this MOU.

Section 8. No Discrimination

The Agency and the Union agree to abide by the Agency's Equal Employment Opportunity and Unlawful Harassment and Discrimination Personnel Policies.

Section 9. Health and Safety

The Agency will comply with all applicable State of California safety regulations, and will furnish to represented employees as needed, all safety and personnel protection equipment. Negligent loss of this 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 workweek.
- (2) 10-hour shift: A ten (10) hour work period four (4) days per workweek.
- (3) 9-80 shift: A nine (9) hour work period four (4) days per workweek, and a four (4) hour work period one (1) day per workweek

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

For purposes of compliance with the Fair Labor Standards Act (FLSA), 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 Agency bulletin boards at all times.

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

When an employee works outside their normal work schedule on special and emergency projects and returning to work on Call Back, they will receive overtime pay pursuant to section 11.4. In these situations, the employee and their supervisor will agree on daily and/or workweek schedule adjustments to accommodate the Agency business and the employee. Schedule adjustments are exempt from section 11.1 but will comply with FLSA overtime provisions.

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 half of their daily 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 in paid status beyond the standard workweek of the employee's established workweek; or on Agency holidays other than Saturday or Sunday. Paid status includes time worked, holiday time, and hours on paid leave.

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 of overtime 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 of overtime in lieu of overtime pay up to a maximum of forty (40) hours at any one time.

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 their 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 night shift differential rate 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, plus compensation for travel time to and from the worksite at the same wage rate beginning at the time the employee leaves home or their current location. If the employee is required to work more than two (2) hours, the employee will receive pay for the actual time worked at the applicable wage rate, plus compensation for travel time to and from the worksite at the same wage rate beginning the employee leaves home or their current location. This additional Call Back pay 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.

The supervisor and the employee will establish the time frame for travel from home or their current location to the Agency and back for the Call Back work.

11.7 Supervisory Duty Pay

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

11.8 Standby Duty

The Agency, at its discretion, may assign an employee to standby duty for the purpose of responding to Agency problems during a department's non-regularly 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 them a regular day off during the work week, they will not be on standby duty during their regular daily work hours 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 Agency or any of the Agency operated and maintained collection system facilities. Qualifying standards will be at the Agency's discretion. Qualified volunteers

shall receive initial consideration for standby duty assignments. Assignments will be rotated on a weekly basis. 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 employee must have the ability to respond to the specified location within one (1) hour of being called. The standby employee will be allowed to use a designated Agency vehicle. A 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.

Call Back rules and compensation shall apply for approved travel time and time actually worked. Call Back pay is in addition to any Standby Duty pay for the Standby shift. If an employee is contacted during their Standby shift or an off-work employee is contacted that is not assigned to Standby, and the required work can be completed on the phone or remotely, the employee shall be compensated in 30-minute increments at the overtime rate.

Section 12. Classification and Salaries

12.1 Pay Scale

Career ladders and incentives for employees to improve their knowledge and skills are listed by classification. Pay scales for employees by classification are included in Appendix A and include a five percent (5%) across the board wage increase effective June 26, 2022.

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 the appropriate knowledge to the Agency 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 to employees, except for overtime compensation and other benefits specifically provided for by the Agency.

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 of hourly rates. The base for these calculations will be a 2,080-hour work year.

12.3 Cost-of-Living-Adjustments

Effective June 25, 2023, June 23, 2024, June 22, 2025, and June 21, 2026 the Agency will provide a Cost-of-Living Adjustment (COLA) for each Agency classification using the formula as follows: The Annual Consumer Price Index (CPI) for the previous Calendar Year - All Urban Consumers for the San Francisco-Oakland-Hayward, CA, 82-84=100 up to a maximum of a four and one-half percent increase (4.5%) and a minimum of one percent (1%).

If the annual CPI increase is above six percent (6%), the parties will meet and confer to discuss any possible increase above the four and one-half percent (4.5%) maximum.

12.4 Market Survey

On or about March 2027, CMSA will perform a Market Survey using the same format as in the 2022 Market Survey, and will meet and confer with the Union within thirty (30) days of the completion of the Survey.

12.5 On the effective date of this new MoU, the following market adjustments will be implemented.

Assistant Engineer	+2.9%
Electrical/Instrumentation Technician III	+0.4%
Environmental Services Analyst (ESA) II	+6.8%
Mechanical Technician III	+1.0%
Operator III	+2.3%

12.6 Within ninety (90) days after the Board of Commissioners ratifies the new MoU, the parties will form a work group to prepare job tasks for the ESA II classification, steps four (4) and five (5).

Section 13. Health and Welfare

13.1 Medical

The Agency will provide employees with the option of selecting hospital-medical insurance provided by CalPERS. The Agency shall contribute the equivalent of the current CalPERS Kaiser Bay Area single party, two party, or family rate toward medical insurance based on the employee's and their eligible dependent enrollment in a CalPERS health plan.

An employee who chooses to waive the medical coverage offered by the Agency, and provides written documentation indicating that they receive such benefit under the medical plan of a spouse or domestic partner, may elect, each year during the open

enrollment period, to receive a monthly "cash-back" benefit in an amount equal to Five Hundred Dollars (\$500.00) per month. However, the employee can re-enroll in one of the CalPERS medical plans during the annual open enrollment period, or at any time throughout a year in which a qualifying event occurs that generates a loss of coverage. The cash-back in lieu of medical coverage provision does not apply to dental, vision, or life insurance coverage. The employee is responsible for all taxes on the cash-back amount, as provided by the IRS.

Employees hired prior to July 2014 that are currently receiving medical flex dollars, cannot exceed the amount they were receiving in July 2014, not to exceed \$1,931.07, unless they decide to waive the Agency's provided medical benefit, in which case they will receive the above "cash-back" benefit.

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. During the term of the current MoU, the Agency will implement and maintain the following: a two hundred dollars (\$200) per year Vision Plan benefit for the employee and family, a Long-Term Disability Insurance Plan, and 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 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 and their eligible dependents who were formerly enrolled in that system.

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. Employees hired on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of CalPERS will receive the 2.7% PERS retirement benefit formula retirement plan.

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. Employees shall pay 50% of the normal cost for their retirement benefit.

The Agency will provide CalPERS Survivor benefits at Level 4.

On or about April 15, 2023, the parties agree to meet and confer regarding an Agency match for the employees that are contributing to the Agency sponsored 457 Deferred Compensation plan.

Section 15. Protective Clothing and Meal Allowance

15.1 Protective Clothing

The Agency will determine and provide all protective clothing necessary for the employee to perform their job. All employees in the Maintenance and Operations Departments and certain classifications in the Technical Services Department 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 their normal work hours. If an employee is called in for emergency work, without advanced notice, and misses a meal, they will receive the meal allowance for each four (4) hour period worked.

Section 16. Holidays

16.1 Holiday Eligibility and Compensation

Holiday time is time earned by employees through Floating Holidays and Holiday Compensation Time. It is administered through an individual Holiday Time leave account. The Holiday Time leave account is available for each employee 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 employee's 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 Agency Holidays

The Agency provides 8-hours of time-off from work for the following observed holidays:

- | | |
|-------------------------------|--------------------------------|
| (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 an agreement between the Supervisor and the employee.

16.4 Compensation for Work on Holidays

Employees who are required or authorized to work on an Agency holiday 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 accrued leave hours (i.e., vacation, holiday, or comp time) to comply with the required 80-hour pay period.

16.5 Floating Holidays

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

Any employee appointed between January 1 and June 30 will be credited immediately with twelve (12) hours of holiday leave time for the balance of that fiscal year. To use floating holiday time, an employee must schedule it with their supervisor. An employee may request the use of the holiday leave time at the same time as their vacation leave.

Section 17. Vacation

17.1 Vacation Benefits

Full-time employees are eligible to accrue paid vacation leave time from the first day of employment. Vacation leave 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
Start of 12th year of service and thereafter:	180 hours	6.923 hours
Start of 16th year of service and thereafter:	200 hours	7.692 hours

17.2 Vacation Cap

The Agency encourages employees to annually take their vacation leave. An employee can accrue a maximum of 320 hours of vacation leave. Once an employee has accumulated 320 hours of vacation leave, they will not earn additional vacation leave time until his/her vacation leave balance is below 320 hours.

Once per calendar year, due to unique or special circumstance, an employee may request to sell up to one (1) week of accrued vacation leave. The General Manager will review and consider each request.

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

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 the Personnel Policy on Sick Leave.

18.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor or department manager, a treating physician's note 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 (SDI) for employees covered by this MOU. SDI is a plan solely funded by employee contributions through payroll deductions. Administration of the SDI benefit and integration of SDI with paid leave accruals is detailed in the Personnel Policy on Sick Leave.

In disability cases arising outside the course of the employee's employment, SDI benefits and sick leave benefit allowances shall be paid separately, but in the event SDI 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 SDI payments is to be automatic; the Agency may not waive integration, and any employee entitled to SDI payments must apply for such payments.

18.5 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 forty-eight (48) 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 (10) 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 their supervisor or department manager. If the employee is required to serve, the employee may be absent from duty and will receive compensation at their regular rate of pay only for those hours required to serve which occur during their 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 the Agency.

19.4 New Parent Leave

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

19.5 Job Incurred Illness or Injury Leave

Any employee 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 on Sick Leave.

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) workdays per incident. If the employee requests a leave of absence beyond three workdays, the additional time may not be charged to their accrued sick leave. The employee must submit a written leave request and have it approved by their supervisor prior to taking the leave.

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 on Leaves of Absence.

19.8 Non-Pay Status

When an employee is on a non-paid status, the employee will arrange with the Agency for self-payment of selected health benefits.

Section 20. Probationary Period

All original and promotional appointments shall be subject to a twelve-month 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 their position, and for terminating any probationary employee whose performance does not meet the required work performance standards.

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

During the probationary period, an employee may be terminated at any time by the General Manager without cause and without the right of appeal. An employee terminated 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 twelve (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 the Agency.

21.6 Benefits While on Layoff

Employees who are laid off shall not accrue seniority, vacation, sick leave, holidays, medical, dental, life, and vision 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 Agency 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 Union 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 sixty (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 they may call, recall, and examine witnesses as they 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 Harassment

Sexual 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 their 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 their own files upon request by scheduling an appointment with the General Manager or Administrative Services Manager. 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 or Administrative Services Manager.

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 this MoU, or resolutions, rules, regulations, or existing practices affecting the status or working conditions of 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 the Union.

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 the employees 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 the 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 Agency and the Union, 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 MoU and which concern the interpretation or application of any of the terms or provisions of this MoU, or the terms or provisions of written agreements and addenda supplementary to this MoU. No Union member of the Adjustment Board shall be an employee of the Agency and no Agency 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 5 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 the Union and Agency. By filing a grievance, neither Union nor grievant intend 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 Union and Agency 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 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 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. Acts of God

If the failure by the Agency to provide work is due to Acts of God, such as fire, flood, or explosion, employees regularly assigned to work at the Agency may be required, at the discretion of the Agency, to report to a worksite other than the Agency to assist in emergency duties, to a non-impacted worksite for regular duties, or to work from home if telework is available.

This provision applies to Federal, State, County, or Local declared emergencies or to other non-declared circumstances that result in the closure of Agency facilities.

The above section also applies if an employee is unable to work because the employee has been ordered to evacuate their permanent residence and is unable to safely report to work due to natural disaster or other government-declared emergency.

If an employee is at the Agency when their permanent residence is advised to evacuate by relevant authorities, the employee will be allowed to leave work if approved by the Agency.

Section 32. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this MoU fully and completely incorporates the understanding of the Union and Agency and constitutes the sole and entire understanding between them on any and all matters subject to meeting and conferring; provided, however,

that nothing herein shall prohibit them from changing the terms of this MoU by mutual agreement. Made and entered into this 20th day of July 2022.

SEIU Local 1021

DocuSigned by:
Joel Evans Fudem
Joel Evans Fudem, SEIU Field Rep

DocuSigned by:
Jake Dellinger
Jake Dellinger, CMSA

DocuSigned by:
Kyle Carbajal
Kyle Carbajal, CMSA

DocuSigned by:
Thomas Hansen
Thomas Hansen, CMSA

DocuSigned by:
Andrea Zanetti
Andrea Zanetti, SEIU Region B Director

DocuSigned by:
David Canham
David Canham, SEIU Executive Director

Central Marin Sanitation Agency

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Austris Rungis, IEDA

Jason Dow
Jason Dow, CMSA General Manager

Ken Spray
Ken Spray, CMSA Administrative Services Manager

Chris Finton
Chris Finton, CMSA Treatment Plant Manager

