MEMORANDUM OF UNDERSTANDING

SANITARY DISTRICT NO. 5 OF MARIN COUNTY and THE EMPLOYEES OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY

IT IS HEREBY AGREED by and between the Sanitary District No. 5 of Marin County ("District") and the Employees of Sanitary District No. 5 of Marin County ("Employees"), acting pursuant to and in compliance with the terms and provisions of section 3500 *et seq.* of the California Government Code, that the following terms and conditions shall be applicable to the individuals in the bargaining unit represented by the Employees.

Section 1. Recognition

The District has voluntarily recognized the Employees of Sanitary District No. 5 of Marin County as the exclusive representative of all regular (e.g., permanent and probationary) full-time District employees with the exclusion of management and confidential employees.

Section 2. Implementation

This Memorandum of Understanding shall become binding upon the parties when adopted by the Board of Directors.

Section 3. Term

This Memorandum of Understanding shall be deemed effective as of the date of July 1, 2026, and remain in full force and effect until December 31, 2031 (5.5years)

Section 4. District Rights

Except as otherwise specifically provided in this rule of subsequent ones, the District has, and retains, the sole and exclusive rights and functions of management, including but not limited to , the following:

A. The right to determine the nature and extent of services to be performed as well as the right to determine and implement it public function and responsibility
B. The right to manage all facilities and operations of the District including the methods, means and personnel by which the District operations are to be conducted.
C. The rights to schedule working hours, allot and assign work
D. The right to establish, modify or change work schedules or standards
E. The right to direct the working forces, including the right to hire, promote, demote or transfer any employee.
F. The location of all plants and facilities
G. The determination of the layout and the machinery, equipment or materials to be used

H. The determination of processes, techniques, methods and means of all operations, including changes or adjustment of any machinery or equipment.
I. The determination of the size and composition of the working force.
J. The determination of policy and procedures affecting the selection or training of new employees
K. The establishment, assessment and implementation of employee performance standards, including, but not limited to, quality and quantity standards, the assessment and procedures for assessment of employee performance and physical requirements and tests to assess physical requirements, including physical fitness for duty examinations.
L. The control and use of Districts property, material, machinery or equipment.
M. The scheduling of operations and the determination of the number and duration of shifts
N. Determination of safety, health and property protection measures.
O. The transfer of work from one job to another or from one plant or unit to another
P. Introduction of new, improved or different methods of operations, or changes in existing methods
Q. The right to demote or relieve employees from duty for lack of work or other reasons deemed legitimate by management
R. The rights to reprimand, suspend, discharge or otherwise discipline employees for cause. The judgement of management shall govern except of an abuse of discretion
S. The establishment and determination of job classifications
T. The right to take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.
U. The exercise of management rights shall not preclude employees or employee organizations from presenting grievances concerning the effect of said action upon the employees; provided, however, the basic right of management to act hereunder or make such decisions is unimpaired. Provided further that all acts of management shall be consistent with this rule or accepted memoranda of understanding.

Section 5. Schedules / Hours of Work

5.1 Regular Workweek and Regular Workday

1. The Districs standard work schedule for a full-time employee is a 5/8 work schedule, based on five (5), eight (8) hour work days.
2. The standard workweek begins Sunday at 12:00 a.m. and ending Saturday at 11:59 p.m., unless otherwise authorized by MOU.
3. A workday begins at 12:01 a.m. and ends twenty-four hours later.
4. Employees are encouraged to arrange discretionary personal and doctor's appointments on their designated days off.
5. There will be a calendar made for staff and payroll purposes showing the various schedules so that all work schedules of participating staff are easily identified.
6. The trading of schedules between employees or changing days off is not allowed without first receiving approval from the Superintendent and Administrative Services Manager and or District Manager.
7. The District Manager has the management right to direct its work forces, therefore work schedules may be changed, modified and/or altered in the Districts discretion.

5.2 Alternate Workweek

1. Alternate work schedules are arrangements in which employees work modified days by shifting some work hours to periods of time outside of the standard work schedule. Alternate work schedules are designed to meet the needs of the District to benefit customer service through improved employee productivity. Potential negative impacts on customer service and the operation of a department or division shall take precedence over all other objectives and concerns related to a proposed alternate work schedule.

2. The District has implemented the following alternate work schedules:

a. 9/80 work schedule

i. The 9/80 alternate work schedule shall be from mid-day Friday to mid-day Friday or mid-day Monday to mid-day Monday. The 9/80 work schedule will be based on eight (8), nine (9) hour workdays, and one (1), eight (8) hour workday, to be completed within a block of two (2) calendar weeks.

The following are two examples:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	9	9	9	9	4/4	Off
Off	Off	9	9	9	9	Off
Off	9	9	9	9	4/4	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	4/4	9	9	9	9	Off
Off	Off	9	9	9	9	Off
Off	4/4	9	9	9	9	

ii. Eligibility for overtime for FLSA non-exempt employees:

1. Hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of time and one-half.
2. Overtime is accrued to compensatory time or paid overtime at the selection of the employee- absent a designation, overtime will be paid. discretion.

iii. Break Time Rules: Morning and afternoon break times are provided and shall be taken as noted:

1. A fifteen (15) minute rest period for every four (4) hours worked, insofar as practicable, to be scheduled at the discretion of the supervisor.
2. Lunch: Employees working the 9/80 schedule will generally take a paid ½ hour break for lunch.
3. Employees will remain available by phone or radio, and are subject to recall at any time during their lunch break.
4. In the event of a recall or missed lunch break, there will be no additional compensation.

iv. All participants will be assigned their 9/80 schedules by their superintendent. As such, in determining assignments, the superintendent will take into consideration staff coverage for complementary assignments within thedepartment.

1. For example, two individuals assigned to reception duties shall not take the same days off.
2. The trading of schedules between employees or changing days off is not allowed.

v. Any leave time (sick, vacation, etc.) used will be for the number of hours that the employee is scheduled to work on the schedule. For example, for a full day off when scheduled for nine (9) hours, nine (9) hours of leave must be taken off and a leave slip turned in.

b. 4/10 work schedule

i. The 4/10 alternate work schedule shall begin on Sunday at 12:00 a.m. and endon Saturday at 11:59 p.m. The 4/10 alternate work schedule will be based on four (4) ten (10) hour workdays.

The following are two examples:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	10	10	10	10	Off	Off
Off	10	10	10	10	Off	Off
Off	10	10	10	10	Off	Off
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Off	10	10	10	10	Off
Off	Off	10	10	10	10	Off
Off	Off	10	10	10	O10	Off

ii. Eligibility for overtime for FLSA non-exempt employees:

1. Hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of time and one-half.
2. Overtime is accrued to compensatory time or paid overtime at the selection of the employee, absent a selection overtime will be paid.

iii. Break Time Rules:

1. Morning and afternoon break times are provided and shall be taken as noted: A fifteen (15) minute rest period for every four (4) hours worked, insofar as practicable, to be scheduled at the discretion of the superintendent.
2. Lunch: Employees working the 4/10 schedule will generally take a paid1/2 hour break for lunch
3. Employees will remain available by phone or radio, and are subject to recall at any time during their lunch break.
4. In the event of a recall or missed lunch break, there will be no additional compensation.

c. **12/84 work schedule**

i. The 12/84 alternate work schedule shall be from mid-shift Wednesday to mid-shift Wednesday the following week or mid-shift Saturday to mid-shift Saturday the following week or mid-shift Sunday to mid-shift Sunday the following week. The 12/84 work schedule will be based on seven (7), twelve (12) hour workdays, which includes four (4) hours of overtime, to be completed within a block of two (2) calendar weeks. Overtime is assigned anytime the employee exceeds forty (40) hours per week. work schedules shall be twelve (12) hour shifts, subject to the assignment and approval of the Superintendent.

The following are two examples:

Schedule A: 4-3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12	12	12	6/6	Off	Off	Off
12	12	12	Off	Off	Off	Off
12	12	12	6/6	Off	Off	Off

Schedule B: 7-12

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6/6	12	12	12	Off	Off	Off
Off	Off	Off	Off	12	12	12
6/6	12	12	12	Off	Off	Off

ii. Eligibility for overtime for FLSA non-exempt employees:

1. Hours worked in excess of forty (40) hours in a workweek shall be compensated at a rate of time and one-half.
2. Overtime is accrued to compensatory time or paid overtime at the selection of the employee, absent a selection overtime will be paid
3.

iii. Break Time Rules:

1. Morning and afternoon break times are provided and shall be taken as noted: A fifteen (15) minute rest period for every four (4) hours worked, insofar as

practicable, to be scheduled at the discretion of the supervisor.

2. Lunch: Employees working the 12/84 schedule will generally take a paid thirty (30) minute break for lunch.
3. Employees will remain available by phone or radio, and are subject to recall at any time during their lunch break.
4. In the event of a recall or missed lunch break, there will be no additional compensation.

iv. All participants will be assigned their 12/84 schedules by their superintendent. As such, in determining assignments, the supervisor will take into consideration staff coverage for complementary assignments within a division or department.

1. For example, two individuals assigned to reception duties shall not take the same days off.
2. The trading of schedules between employees or changing days off is not allowed.

3. Employee may use the Alternate Work Schedule Request form, attached to this MOU, to request an alternate work schedule . The requesting employee is required to document why necessity requires a different work schedule. The Department superintendent will review the request from the employee and reject or recommend to the District Manager for final approval

4. Employees assigned to an alternate work schedule shall be provided documentation reflected the terms of their alternate work schedule. Employees must review, sign, and return this documentation prior to the beginning of their alternate work schedule. Employees who do not return the signed form will not be permitted to work an alternate work schedule.

5.3 Schedules

1. Work schedules showing employees' shifts, workdays and hours shall be posted on department bulletin boards at all times.

2. In the event the District 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 District Manager.

3. Employees are required to be in uniform at the beginning of their assigned work hours and to remain in uniform until their assigned shift has ended.

4. Management retains the discretion to determine work shifts.

5.4 Residence Requirements

1. All Emergency Response designated employees must reside within a 60-minute automobile drive of the District office during non-commute hours.

2. All other employees are not required to reside within the boundaries of the District.

5.5 Punctuality and Attendance

1. Employees are expected to report to work as scheduled, on time in assigned District standard uniform and boots and prepared to start work.

2. Employees shall be granted 10 minutes at the start of their shift to change into their uniforms (donning), and 10 minutes prior to the end of their shift to clean up and change out of their uniforms (doffing).

3. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report to work on any particular day, the employee must call their direct supervisor, on their District issued cell phone, at least 15 minutes before the start of their shift, but no earlier than 45 minutes. If the employee's direct supervisor or Department Head does not answer, the employee must call the District Manager. An employee must talk to an individual, messages are not acceptable.

4. If an employee fails to report for work without any notification and is absent for three (3) consecutive days, the District will consider that the employee has voluntarily terminated their employment with the District.

Section 6. Overtime, Call Back and Standby Pay

6.1 Overtime Defined

Overtime is authorized time worked beyond forty hours per week (eight (8) hours per day, or nine (9) hours per day for employees assigned to 44/36-80 workweeks, or ten (10) hours per day for employees assigned to a 4/10 workweek),

6.2 Authorization

All overtime worked must be approved in advance by the District Manager or the District Manager's designated representative, except when an employee is on standby or is responding to an emergency. Overtime worked must be accompanied by an Overtime request form specifying the nature of the overtime.

6.3 Notification

1. If, in the judgment of the General Manager, work beyond the normal workday, workweek, or work period is required, the employee's supervisor will notify an employee of the need for such overtime as soon as practical prior to when the overtime is expected to begin.

2. No employee will be allowed to work in excess of sixteen (16) hours consecutively due to safety and liability concerns, except in the event of an actual emergency.

3. Any employee who works sixteen (16) hours consecutively must have a rest period of at least eight (8) hours, plus travel time to and from the employee's home, before returning to work.

6.4 Compensation for Overtime

1. Overtime shall be compensated at one and one-half (1-1/2) times the straight-time hourly wage rate.
2. Overtime shall be charged in one-half (1/2) hour increments.
3. Compensation for hours in excess of twelve (12) hours in one (1) workday will be paid at double the regular rate of pay.
4. For purposes of MOU overtime, an employee who is working prior to 12:01 am on day one of the FLSA work week and who continues to work past 12:01 am on day two of the work week will be treated for MOU overtime purposes as if the continuous hours worked over day one and day two were worked on day one alone.
   i. For example, Employee A, an employee on an 8:00am -5:00pm work schedule worked their usual 8 hour shift on day one and is later called back because of an emergency and works another 4.5 hours between 10:00 pm on day one and 2:30 am on day two. Employee A will receive MOU overtime pay as if the Employee worked 12.5 hours on day one.

5. Employees who accrue overtime in a pay period will receive overtime pay unless the employee notifies the payroll officer in writing requesting that the overtime be converted into compensatory time.
   i. Employees may accumulate compensatory time in lieu of overtime pay up to a maximum of eighty (80) hours at any one time.
   ii. 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 District.

iii. The District also reserves the right to cash out accumulated CTO at any time.

6.5 Call Back

If an employee is called back to work, the employee, upon receiving the call to return to work, shall be entitled to pay at the applicable rate (port to port). The employee shall be entitled to 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 shall receive pay for the actual time worked.

Employees who are directed to start their shifts early are not entitled to call back pay.

Call-Back vs. Early Start

	Call-Back (Evening/Night)	**Early Start (Pre-Shift)**
Travel Time Paid?	**Yes** (Port to Port)	**No** (Normal Commute)
Minimum Pay?	**Yes** (2-hour minimum)	**No** (Paid for actual time)
Example	Called at 10pm, work 15 mins.	Called at 7am, shift starts 8am.
You earn...	**2 hours of pay.**	**1 hour of pay.**

6.6 Standby Pay

Only employees who reside within a 60 minute radius of the plant shall be assigned to standby to respond to call outs during off-shift hours. Employees assigned to standby shall receive 14 hours of straight-time pay per week, paid at a rate of 2 hours of straight-time pay per day. Employees on standby who respond to calls that do not require reporting in while on standby are not entitled to overtime pay.

Positions eligible for standby and designated as emergency response positions include all positions listed in Section 7.4 Job Titles and Step Ranges of this MOU

6.7 Standby Vehicle Use

Staff that are assigned standby duty will be assigned a District vehicle for the purposes of responding to callouts and emergencies for their scheduled standby coverage week- see policy #403 for use of standby vehicle.

6.8 Mileage Reimbursement

If an employee uses their personal vehicle for District business and a District vehicle was not available then the employee will be reimbursed at the standard IRS rate. District business is considered:

- Mileage in excess of normal commute mileage for attendance to conferences and trainings in leu of a regular word day at the facility;
- Mileage for responding to a standby call;
- Mileage for emergency response (i.e., call back to plant outside of normally scheduled working hours and or on call);
- Shift coverage for unforeseen reduced staffing (someone calls out sick); and
- Weekend shift coverage.

Section 7. Classification Wages and Pay Periods

7.1 Pay Scale

Effective July 1, 2026, employees shall receive an annual Cost of Living Allowance (“COLA”) increase based on the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers (“CPI”) using the CPI annual average for the calendar year immediately preceding the commencement of the District’s fiscal year with a minimum and maximum set by the terms below:

July 1, 2026 2.5% min -3.5% max
July 1, 2027 2.5% min -3.5% max
July 1, 2028 2.5% min -3.5% max
July 1, 2029 2.5% min -3.5% max
July 1, 2030 2.5% min -3.5% max
July 1 ,2031 2.5% min -3.5% max

COLA Reopenner provision: If at any point during the term of this MOU the CPI is above 4.5%, then a one time 1% adjustment to the maxium pay (i.e if CPI for the year is reported at 4.8%, the pay increase max will be adjusted from 3.5% to 4.5%) will be made. If the reported CPI is above 5% then the Parties agree to reopen this section (Section 7.1) to meet and confer on the COLA for the impacted FY.

7.2 Promotions

An employee shall receive a promotion within class only if they have the specified time in grade,= successful annual performance evaluations, and the promotion is approved by the District Manager.

7.3 Educational Incentive

(a) The District will reimburse employees for fees paid for pre-approved courses and examinations only when the employee passes the course or examination.

(b) Educational incentive program available, see “Attachment A, Education Incentive Program” for specific details.

7.4 Section 7.4 Job Titles and Step Ranges

Job Title	Salary Step Range
Lab Director/Safety Officer/P2-Outreach Coordinator	28-32 (5 Steps)
O&M Tech III	27-31 (5 Steps)
O&M Tech II	24-28 (5 Steps)
O&M Tech I	21-25 (5 Steps)
Electrician/Instrumentation Tech	25-29 (5 Steps)
Inspector/GIS Tech	25-29 (5 Steps)
C&M Tech III	25-29 (5 Steps)
C&M Tech II	22-26 (5 Steps)
C&M Tech I	19-23 (5 Steps)

7.5 Salary and Benefits Survey

The District will hire a consultant to perform a salary and benefits survey 1 year prior to expiration of MOU. The comparative agencies will be LGVSD (Las Galinas Valley Sanitary District), SMCSD (Sausalito Marin City Sanitary District), MVSD (MT View Sanitary District), RSD (Rodeo Sanitary District) and SAM (Sewer Authority Mid Coast Side) CMSA (Central Marin Sanitation Agency), MSD (Montecito Sanitary District), GSD (Goleta Sanitary District), CSD (Carpenteria Santiary District) OLSD (Oro Loma Sanitary District) and VSD (Valley Sanitary District). Salary and Benefit survey will begin on July 1, 2031. Report shall be completed by October 31, 2031. Total Compensation - will be the adjustment factor if one is needed if positions are not within the range of the top 3 comparative agencies. A One- time equity adjustment effective January 1, 2032 for any position not in the top 3 with a cap of 5% increase per position.

7.6 Payment of Wages:

Employees are paid twice a month. Paychecks are issued by the District office on the 15th day of the month and last day of the month See Policy #204

Section 8. Health and Welfare

8.1 Available Benefits

(a) Medical Benefits

The District shall continue to contract with the California Public Employees’ Retirement System (CalPERS) to provide employees (and their eligible dependents) and retirees (and their eligible dependents) with hospital-medical insurance pursuant to the California Public Employees' Medical and Hospital Care Act (PEMHCA).

As soon as administratively possible, the District shall pay the PEMHCA minimum contribution as provided in California Government Code section 22892 on behalf of each eligible employee and qualified annuitant. The District shall establish an IRS Section 125 cafeteria plan for active employees, and a Health Reimbursement Arrangement or similar funding mechanism chosen by the District for annuitants to fund the remainder of medical benefits as discussed below.

(b) Dental Plan

The District shall provide a Dental Plan for eligible employees (and their eligible dependents). During the life of this agreement the District may change providers or plan(s) provided that the change is implemented in accordance with the meet and confer requirements of state law. Any cost for the current or substitute plan not paid by the District will be paid by the employee through the employee's Section 125 Cafeteria Plan (described in Section 8.2.b, below) and/or payroll deduction.

(c) Vision Insurance

The District shall provide a vision insurance plan for eligible employees (and their dependents). During the life of this agreement the District may change providers or plan(s). Any cost for the current or substitute plan not paid by the District will be paid by the employee through the employee's Section 125 Cafeteria Plan (described in Section 8.2.b, below) and/or payroll deduction.

(d) Life Insurance

The District shall provide a Basic Life and Accidental Death and Dismemberment Insurance plan in the amount of $50,000. During the life of this agreement the District may change providers or plan(s).

8.2 Current Employees

(a) Employer Contribution

The District shall adopt a PEMHCA Resolution providing that the District's contribution toward medical insurance provided by CalPERS Health will be the minimum contribution level established by CalPERS pursuant to Government Code 22892, plus administrative fees and Contingency Reserve Fund assessments. Any remaining premium amount shall be paid by the employee either through the Section 125 Cafeteria Plan (described in Section 8.2.b, below), payroll deductions, or a combination thereof.

(b) Cafeteria Benefit Plan

As soon as administratively possible, the District shall establish a cafeteria benefit plan in accordance with Section 125 of the Internal Revenue Code, allowing employees to use pre-tax compensation for PEMHCA employee medical, dependent medical, employee dental, dependent dental, employee vision, dependent vision, eligible uninsured medical expenses, or a combination thereof.

(c) Contribution Levels

In addition to the minimum employer contribution established annually by CalPERS, the District shall contribute up to the amounts listed below, based on the level of medical plan enrollment, to each active employee's Section 125 Plan account.

The District will contribute an amount equal to 100% Kaiser Basic plus administrative fees and Contingency Reserve Fund assessments for employees plus eligible dependents, minus employer PEMHCA contribution; plus cost of dental plan for employee and eligible dependents; plus cost of vision plan for employee and eligible dependents

Any cost for the current or substitute plan not paid by the District will be paid by the employee through the Section 125 Cafeteria Plan and/or payroll deductions.

(d) Opt-Out

Eligible employees who are covered by health insurance through their spouse or other group plan may waive coverage under the District sponsored Plans and receive a in lieu of cash benefit of $400 per month. The employee shall sign a waiver form provided by management and provide proof of alternative group coverage. Employees receiving the health insuracnce waiver benefit must notify the Human Resources Department if they cease to be covered by any other health plan, thereby making them ineligible for the health waiver benefit.The employee must understand that re-enrollment in the District sponsored CalPERS Plan is subject to the limitations/exclusions/time period instituted by CalPERS. Employees are eligible to re-enroll during the CalPERS open enrollment period.

(e) Miscellaneous

Procedures for the administration of the Section 125 Plan shall be determined by the District. The District shall assume the administrative cost for the Plan.

8.3 Retiree Health Benefits

(a) Employer Contributions

As stated in Section 8.2.a, above, the District shall adopt a PEMHCA Resolution providing that the District's contribution toward medical insurance provided by CalPERS Health will be the minimum contribution level established by CalPERS pursuant to Government Code 22892, plus administrative fees and Contingency Reserve Fund assessments. Any remaining premium shall be paid by the annuitant either through the annuitant's Health Care Reimbursement Account (described in Section 8.3.b, below), or by direct payment from the annuitant.

(b) Health Care Reimbursement Accounts

As soon as administratively possible, the District shall establish a Health Reimbursement Arrangement (HRA) or similar funding mechanism for eligible annuitants. (FSA/DCA)

(c) Additional Contributions Based On Hire Date

Pursuant to Resolution Nos. 2000-12, 2000-13 and 2002-09, and 2013-02 eligible employees hired prior to the effective date of this Memorandum of Understanding are entitled to the following additional retiree medical benefits:

Eligible retired employees hired by the District before September 1, 2000.

(1) To be eligible for benefits under this subsection upon retirement, the annuitant must have been a full-time District employee for a minimum of five continuous years (which must be immediately preceding retirement for eligible retired employees hired by the District before September 1, 2000), must be at least 55 years of age and must retire from the District with PERS retirement. Any additional PERS requirements will also apply. The District shall contribute to the annuitant's HRA or similar funding mechanism the amount necessary to pay the cost of the enrollment of the annuitant, including the enrollment of his or her eligible dependents, in a health benefit plan, up to a maximum of the Kaiser basic/supplemental rates per month plus administrative fees and Contingency Reserve Fund assessment, minus the minimum PEMHCA contribution made by the District on the retiree's behalf.

(2) Eligible retired employees hired by the District between September 1, 2000 – December 11, 2012

To be eligible for benefits under this subsection, the annuitant must have been a full-time District employee for a minimum of five continuous years, must be at least 55 years of age and must retire from the District with PERS retirement. Any additional PERS requirements will also apply. The District shall contribute to the annuitant's HRA or similar funding mechanism the amount necessary to pay the full cost of the annuitant's enrollment, including the enrollment of his or her eligible dependents, in a health benefits plan or plans up to a maximum of one hundred percent (100%) of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus ninety percent (90%) of the weighted average of the additional premiums required for enrollment of his or her eligible dependents in the four (4) health benefits plans which have the largest number of enrollments during the year to which the formula is applied plus administrative fees and Contingency Reserve Fund assessment, but not more than one hundred percent (100%) of premium applicable to him or her.

(3) Eligible Retired Employees Hired after January 1 ,2013 (PEPRA)

i. This provision applies only to employees who are members of the California Public Employees' Retirement System (CalPERS) under the Public Employees' Pension Reform Act of 2013 (PEPRA), and who retire from the District directly from active service with CalPERS. To be eligible for retiree medical coverage, an employee must:
    1. Have a minimum of ten (10) years of continuous full-time service with the District immediately preceding retirement; and
    2. Must be at least 62 years of age;
    3. Be eligible to receive a CalPERS service retirement at the time of separation from District employment.

ii. District Contribution Toward Retiree Medical Premiums

The District shall contribute no less than the minimum employer contribution as required annually under PEMHCA for all eligible PEPRA retirees toward the retiree's CalPERS medical insurance premium under the Public Employees' Medical and Hospital Care Act (PEMHCA) but no more than the following:

Years of District Service Completed	District Contribution Toward Premium
10 – 14 years (120-168 months	50% of the CalPERS premium (employee only)
15 – 19 years (168-228 months)	75% of the CalPERS premium (employee only)
20+ years (228 months-Retirement)	100% of the CalPERS premium (employee only)

iii. Coverage for Dependents

Retirees may elect to enroll eligible dependents in a CalPERS medical plan at their own expense. The District contribution specified above applies to the retiree only.

iv. Coordination with Other Benefits

Retiree medical coverage shall be coordinated with Medicare as required by CalPERS and applicable law. Upon reaching Medicare eligibility, retirees must enroll in the appropriate Medicare-coordinated CalPERS plan.

v. Grandfathering and Limitations

This provision applies only to PEPRA members first hired on or after January 1, 2013, who are not covered under any prior retiree medical benefit arrangement. Employees hired prior to that date remain subject to the retiree medical provisions, if any, in effect at their date of hire.

8.4. Short Term Disability Insurance & Long Term Disability Insurance

The District shall provide each employee with Short Term Disability Insurance and Long-Term Disability Insurance. The District shall contribute for each employee the sum necessary per month to cover the entire premium cost of a short term and long-term disability insurance policy selected by the District. During the life of this agreement the District may change providers or plan(s) provided that the change is implemented in accordance with the meet and confer requirements of state law.

8.5 Employee Health and Wellness Program

Employees may participate in the District’s voluntary wellness program. Participating employees may receive reimbursement of up to six-hundred dollars ($600) per calendar year for wellness-related expenditures. Reimbursement may be made for a range of programs intended to improve and promote employee health and fitness, including gym memberships, smoking cessation, diabetes management, weight loss programs, and preventative health screenings.

Employees must submit all requests for reimbursement no later than December 15 of each year for expenses incurred during thecalendar year Employees may be required to submit supporting information demonstrating that the content of the program promotes health and/or reduces risks of chronic disease or injury. The General Manager's approval or denial of any reimbursement request will be made in writing and is final. This sub-section is not grievable.

Section 9. Retirement Benefits

9.1 CalPERS Pension

The District shall continue to contract with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for eligible employees as described in this Section.

9.2 Tier One: "2.7% at 55" Retirement Benefit Formula – Employees Hired On or before December 30, 2012

This Section 9.2, including subsections, shall apply to employees hired on or before December 30, 2012.

9.2.1 "2.7% at 55" Pension Benefit Formula

The "2.7% at 55" pension benefit formula will be available to employees covered by this Section 9.2.

9.2.2 Final Compensation Based On 12-Month Period

For purposes of determining a pension benefit, final compensation for employees covered by this Section 9.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

9.3 Tier Two: "2% @ 60" Retirement Formula Benefit – Employees Hired After December 30, 2012 and Employees Qualified for Reciprocity (Classic Member)

This Section 9.3, including subsections, shall apply to employees hired after December 30, 2012 and employees hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements.

9.3.1. "2% @ 60" Pension Formula

The "2% at 60" pension benefit formula will be available to employees covered by this Section 9.3.

9.3.2 Final Compensation Based On 36-Months

For the purposes of determining a retirement benefit, final compensation for employees covered by Section 9.3 shall mean the highest annual average pensionable compensation earned during a period of thirty-six (36) consecutive months of service.

9.4 Tier One and Tier Two Employees: Employer Paid Member Contribution and Pension Cost-Sharing

Under the Public Employees' Retirement Law, two types of contributions are required to fund the District's PERS benefits: (1) member (employee) contributions and (2) employer contributions. Employee and employer contributions are stated as a percentage of pensionable compensation.

Member contributions for District employees are set by statute: 8% for Tier One employees ("2.7% at 55" retirement benefit formula) and 7% for Tier Two employees ("2% at 60" retirement benefit formula.) The District's contribution rates are set by CalPERS.

Government Code Section 20691 permits an employer to pay all or a portion of the member (employee) contributions for employees hired on or before December 31, 2012. ("Employer paid member contribution" or "EMPC")

Government Code Section 20516 permits employees to share a portion of their employer's pension cost. ("Pension cost-sharing")

9.4.1 For Tier One and Tier Two employees subject to Sections 9.2 or 9.3 above, the District shall pay the member (employee) contribution ("employer paid member contribution," or "EPMC") and the employees shall pension cost-share as follows:

The District shall pay the full member contribution, and the employee shall pay, through payroll deduction, 8% of PERSable compensation as permitted by Government Code Section 20516(f).

9.4.2 Implementation of Internal Revenue Code Section 414(h)(2)

All EPMCs for employees are reported to CalPERS as compensation in accordance with Government Code Section 20636(c)(4). The District shall continue to implement Internal Revenue Code Section 414 (h)(2).

9.5 Tier Three: PEPRA Retirement Tier Required For Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)

This Section 9.5 including subsections shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c) of the Public Employees' Pension Reform Act ("PEPRA").

9.5.1 2% at 62 Pension Formula

The "2% @ 62" retirement program as described in Government Code Section 7522.20 will be available to employees covered by this Section 9.5.

9.5.2 Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by this Section 9.5 shall mean the highest average annual pensionable compensation earned during a period of thirty-six (36) consecutive months of service.

9.5.3 Required Employee (Member) Contributions

January 1, 2013, bargaining unit members covered by this Section 9.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

9.6 Other Options Included In CalPERS Contract

Subject to CalPERS rules and regulations, employees shall be eligible for other options included in the District's contract with CalPERS:

(a) Sick leave credit

(b) Non-Industrial Disability

(c) Optional Settlement 2W Pre-Retirement Death Benefit

(d) $500 lump sum post-retirement death benefit

(e) 2% COLA

(f) Full formula plus social security

(g) Military service credit as public service

9.7 Reopener

This Section 9 shall be subject to a reopener confined to addressing any state law mandates that become effective during the term of the MOU impacting any aspect of the pension benefits/funding as are applicable to any unit members. Agreement in the above regard is not required.

9.8 Deferred Compensation

For willing participants the District offers a deferred compensation match of up to $5,000 per employee per calendar year.

Section 10. Protective Garments and Safety Equipment

The District provides Protective garments (uniforms) and laundry service to all personnel potentially coming in contact with raw sewage or hazardous chemicals. Operations, Maintenance and Collections personnel must wear their safety uniforms at all time while on the job. The protective garments allocation can be found in Policy #409 of the Personnel Policies

The monetary value for the purchase, rental, and/or maintenance of uniforms through Sanitary District No. 5-contracted uniform providers is reportable to CalPERS as “special compensation.” This excludes items that are for personal health and safety such as protective garments and safety shoes.

The parties agree that effective July 1, 2011, the average annual cost incurred by Sanitary District No. 5 for the purchase, rental, and/or maintenance of employee uniforms will be reported as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The amount reportable for the purchase, rental, and/or maintenance of uniforms is based on the average annual cost paid for by Sanitary District No. 5 for each employee over the previous six fiscal years (FY 2011-2012, FY 2012-2013, FY 2013-2014, FY 2014-2015, FY 2015-2016, FY 2016-2017) and shall not exceed four hundred dollars ($400.00) per year. The annual amount shall be reported on a per bi-weekly pay period basisIn accordance with the Public Employees’ Pension Reform Act (Government Code Section 7522 et. seq.) the reporting of uniform and maintenance value as “special compensation” for CalPERS members hired on or after January 1, 2013 is prohibited.

Laboratory personnel must wear a laboratory coat or safety uniform while performing sampling analysis, or any activity where they potentially come into contact with raw sewage or hazardous chemicals.

Gloves, rain gear, safety goggles or face masks, respirators, hearing protection, hard hats, aprons, and other safety equipment provided by the District shall be worn by all employees when required by the particular work or circumstance.

Employees shall be provided safety boots,-safety glasses and safety garments as set forth below:

(1) Safety Boots – All employees shall be reimbursed up to a maximum of $350.00 per Calendar year for the purchase of safety boots. The District employee must submit a receipt to the District Manager for the safety boots. Employees must replace safety boots as necessary. Safety boots must be purchased individually by employee and receipt submitted for reimbursement (can not use district credit card or store account)

(2) Safety Glasses – Employees may seek reimbursement for safety glasses. The District will reimburse an employee the actual cost for the purchase of safety glasses up to a maximum amount not to exceed $150.00 per calendar year. District employees may seek reimbursement for one pair of safety glasses per calendar year, and the District Manager may authorize reimbursement for additional safety glasses under this policy in special circumstances. The District employee must submit a receipt to the District Manager for the safety glasses purchases. (cannot use district credit card of store account)

(3) Protective Garments – All employees shall be reimbursed up to a maximum of $500.00 per Calendar year for the purchase of protective garments. The District employee must submit a receipt to the District Manager for the protective garments. Employees must replace protective garments as necessary. Protective garments must be purchased individually by employee and receipt submitted for reimbursement (can not use district credit card or store account)

Section 11. Holidays

11.1 Holiday Eligibility and Compensation

Regular full-time employees shall be eligible for holiday pay, not to exceed eight (8) hours for any one (1) day, or nine (9) hours for employees assigned to 44/36-80 workweeks, or ten (10) hours for employees assigned to a 4-10 weekly work schedule, 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 shall be based upon the employee's regular hourly wage rate.

11.2 Holidays Covered

The holidays observed in this District shall be:

The holidays observed in this District shall be (6):

1. New Years Day
2. Memorial Day
3. Independence Day
4. Thanksgiving Day
5. Day After Thanksgiving Day
6. Christmas Day

Employees shall have between 48-72 floating holiday hrs dependent on appointed shift schedule in addition to the existing 6 holidays per year. Requests to schedule floating holidays shall be presented to the District Manager and are subject to rescheduling based on the needs of the District.

11.3 Compensation for Holidays Falling on Scheduled Days Off

When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of additional time, or nine (9) hours for employees assigned to 44/36-80 workweeks, or ten (10) hours for employees assigned to a 4-10 weekly schedule, at a time determined by agreement between the District Manager and the employee. Such time off earned must be taken within six (6) months of the holiday as scheduled with the District Manager; provided, however, that with the approval of the District Manager the time limit may be extended.

11.4 Compensation for Work on Holidays

An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to the employee's regular pay, time off for each hour worked at the rate of time and one-half; example- assigned a 10hr shift schedule and you work an observed district holiday – you will receive 15hrs of holiday owed

Section 12. Vacation

12.1 Vacation Benefits

Regular full-time employees shall be entitled to annual vacation leave as follows:

Years of Service (Completed)	Maximum Possible Annual Accrual (hours)	Per Pay Period Accrual (hours)
0 - 3 years (1-36 months)	80 hours	3.333 hours
4-7 years 36 -84 months	120 hours	5 hours
8-15 years (84- 180 months)	160 hours	6.666 hours
16-24 years 180-288 months)	180 hours	7.5 hours
25+ years (288 months -retirement)	200 hours	8.333 hours

12.2 Vacation Accrual

The District encourages employees to annually take their vacation leave. An employee may defer vacation leave up to a limit of four hundred (400) hours. Upon accruing the maximum number of vacation hours, the employee will cease to accrue vacation until the employee’s unused vacation accrual is reduced below the cap.

Employees may sell back up to 120 hours of vacation per fiscal year. Employees with an unforeseen financial emergency may address the District Manager in writing explaining the financial burden and requesting permission to sell back additional accrued vacation hours. The District Manager will review all requests on a case by case basis. The District Manager has the right to deny the employee request with no right of appeal.

12.3 Vacation Scheduling

Vacation scheduling must be coordinated to ensure there is adequate coverage of job responsibilities. The District Manager will make final determinations and approve all employees’ vacation schedules.

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

12.4 Vacations in Emergency

No scheduled vacations shall be cancelled except in the case of an emergency, as determined by the District Manager.

12.5 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 District; 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. Any such request must be accompanied by medical verification of bona fide illness.

12.6 Vacation Pay at Termination

An employee separating from the District, for reasons other than retirement, shall be paid for accrued vacation in a lump sum payment.

An employee separating from the District due to retirement from the District may elect to either take vacation leave accrued or receive a lump sum payment for vacation leave accrued. Such election must be made in writing to the District Manager at least four (4) weeks prior to the expected date of retirement.

Section 13. Sick Leave

13.1 Benefits

Regular full-time employees shall accrue sick leave at the rate of one hundred twenty (120) hours per fiscal year.

Sick leave may be granted because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee’s immediate family requiring the employee’s attendance, and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's: spouse; domestic partner; children; step-children; or the mother, father, brother, sister, grandchildren or grandparents of the employee, spouse, or domestic partner; or other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent upon the employee.

An employee may be granted sick leave only in case of actual sickness as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate supervisor and be available to return to duty.

Sick leave may not be used before it is earned. In no event shall sick leave be converted into a cash bonus.

Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact job performance and affect others in the performance of their jobs. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee or of others.

13.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify the employee's supervisor at least four (4) hours prior to the time set for beginning the employee's duties, unless the employee is prevented from doing so by an emergency. Employees assigned to work the day shift shall provide notice to the employee's supervisor as soon as reasonably possible.

13.3 Doctor's Certificate or Other Proof

The District may require a physician's certification at any time regarding the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

13.4 Accrual of Sick Leave

To allow employees to maintain sick leave for its intended use, actual illness or disability, the District shall place no maximum accrual on sick leave.

Sick leave will not be accrued by an employee absent from duty after separation from service, or during an authorized leave of absence without pay, or any other absence from duty not authorized by the employer.

13.5 Personal Necessity Leave

An employee may use up to sixteen (16) hours of accrued sick leave for personal emergencies with the approval of the District Manager.

Section 14. 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 is one (1) year. The probationary period for employees receiving promotional appointments is six (6) months.

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

Any employee 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.

Section 15. Layoff and Re-employment

15.1 Notice of Layoff

The District Manager shall give at least three (3) weeks' advance written notice to employees to be laid off.

15.2 Order of Layoff

Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the District 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.

15.3 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 District seniority than the least senior employee in the lower classification.

15.4 Recall and Reemployment

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 be reemployed in 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 seniority.

15.5 Termination of Service

Service with the District shall be terminated by discharge, resignation, or layoff.

15.6 Medical Termination:

If an employee becomes permanently disabled because of sickness, physical or mental disability so that the employee is unable to perform all of the tasks required by the class specifications, and in compliance with ADA, then the employee's employment may be terminated upon written notice of termination. Determination that the employee has a permanent disability must include a review by a professional certified in that field..

Section 16. Disciplinary Action

16.1 Right of Discharge and Discipline

The District shall have the right by verbal or written order to discharge and discipline, including but not limited to suspension, demotion and reduction in pay, any regular employee for grounds including but not limited to the following:

(a) dishonesty
(b) insubordination
(c) incompetence
(d) negligence
(e) abuse of sick leave and time off
(f) failure to perform work as required.

(g) failure to observe the District's safety and house rules and regulations (which must be conspicuously posted and not in derogation of the Memorandum of Understanding)

(h) engaging in strikes, individual or group slowdowns or work stoppages during the term of this Memorandum of Understanding

(i) refusal to accept overtime

(j) violation or ordering the violation of the Memorandum of Understanding

(k) fraud

(l) willful damage to public property or waste of public supplies or equipment

(m) willful violation of these rules or District rules

(n) failure to achieve minimum certification after three (3) years of employment

(o) consuming or being under the influence of alcohol or other intoxicants during the workday

(p) conviction of a felony sufficiently serious and job-related to justify the action

(q) any act that establishes moral turpitude, and or establishes a threat to the District

(r) moving violations or other actions resulting in failure to meet the standards for insurability as a driver under the District’s insurance policy in effect at the time

16.2 Disciplinary Action

(a) Notice of Intent to Impose Disciplinary Action

Before a termination, suspension, reduction in pay or suspension of more than five (5) days becomes effective and before the District ceases paying the employee, the employee is entitled to receive written notice of the intent to impose disciplinary action and an opportunity to dispute the charges and/or to present any information the employee believes should be considered before a final decision is made.

The employee will be provided a written notice of intent to discipline that contains the following:

1. The level of discipline intended to be imposed.
2. The specific charges upon which the intended discipline is based.
3. A summary of the facts upon which the charges are based.
4. A copy of all written materials, reports, or documents upon which the intended discipline is based.
5. Notice of the employee’s right to respond to the department director regarding the charges within five (5) calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both.

6. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and

7. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

(b) Pre-disciplinary Opportunity to be Heard

The notice of intent shall be delivered to the employee personally or sent by certified mail to the employee's home address. Within seven (7) calendar days of receipt of the notice of intent, or ten (10) days after the notice of intent is mailed to the employee, the employee may request a meeting with the District Manager to respond to the charges. In the alternative, the employee may submit a written response to the District Manager within that time.

If the employee requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven (7) calendar days after the date of the Notice. The conference will be an informal meeting with the District Manager at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances. The District Manager will consider the employees' presentation before any final disciplinary action.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

(c) Final Notice of Dismissal/Demotion/Disciplinary Action

Within five (5) calendar days of receipt of the employee's timely written response or within five (5) calendar days of the informal conference, the District Manager will (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action.

In any event, the District Manager will prepare and provide the employee with a notice that contains the following:

i. The level of discipline, if there is any, to be imposed and the effective date of the discipline;

ii. The specific charges upon which the discipline is based.

iii. A summary of the facts upon which the charges are based.

iv. A copy of all written materials, reports, or documents upon which the discipline is based; and

v. A statement of the nature of the employee's right to appeal.

16.3 Appeal Process

16.3 Appeal

The employee may, within ten (10) days from the date the order was filed with the Board, file, in duplicate, a written reply to the order and a copy to the District Manager. In that written reply the employee may specifically appeal the action and request a hearing before the Board of Directors. The Board of Directors, at its sole discretion, may delegate responsibility for conducting the hearing to a hearing officer.

(1) Hearing

The Board of Directors at its next regular meeting shall set the appeal for a hearing. The Board shall conduct a hearing and upon the conclusion thereof, either affirm, modify, or revoke the order of the District Manager. Hearings shall be informally conducted and the rules of evidence need not apply. Both parties may present witnesses, evidence and argument, and retain counsel at their own expense.

All hearings before the Board shall be noticed and occur in public pursuant to the Brown Act unless the employee requests a private hearing. If the employee requests a private hearing, the Board shall notice a closed session for that purpose.

In either event, the Board may deliberate in closed session pursuant to the Brown Act.

(2) Decision

The Board of Directors must uphold, modify or reject the discipline imposed by the District Manager. Within fifteen (15) days after concluding the hearing, the Board shall issue a written decision stating the bases for the decision, to the employee and to the District Manager. If the Board of Directors reverses or modifies the disciplinary action, the employee shall be reinstated and/or reimbursed for any loss of salary.

(3) Statute of Limitations

The Board of Directors' written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Marin.

16.4 Paid Administrative Leave

If the District Manager believes that the interests of the District or public require that an employee be placed on administrative leave with pay pending an investigation or for other reasons, the District Manager will notify the employee and offer the employee an opportunity to be heard regarding the placement on administrative leave with pay.

Section 17. Grievance Procedure

17.1 Definition

A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of this MOU.

17.2 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's representative.

An aggrieved employee may be represented by a representative of the employee's choice at any stage of the proceedings.

The District 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.

17.3 Informal Grievance

Within ten (10) working days of the event giving rise to grievance, the employee shall present the grievance informally for disposition by the employee's 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.

17.4 Formal Grievance

If the employee believes that the grievance has not been redressed within five (5) working days of presenting the grievance informally, the employee may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing and filing with the District 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.

Step 1

Within ten (10) working days after a formal grievance is filed, the District Manager or 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.

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. No employee representative member of the Adjustment Board shall be an employee of the District, and no Employer member of the Adjustment Board shall be an employee of the District. In the case of a deadlock on any matter, the issue in dispute may be submitted to Step 3.

Step 3

Within ten (10) working days after a deadlocked Adjustment Board and submission to the District Manager, the District Manager shall investigate the grievance and confer with the employee and/or his representative in an attempt to resolve the grievance and make a decision in writing.

Step 4

A final appeal may be filed, in writing, with the District Board of Directors not more than five (5) working days from the employees' receipt of the Step 2 decision or the Step 3 decision if the Step 2 Adjustment Panel deadlocks.

The grievance shall be determined by the Board of Directors. The Board will provide a written decision within thirty (30) calendar days after the filing of the appeal. The Board's decision shall be final and binding on all parties.

Section 18. Outside Employment

No full-time employee shall engage in employment that may constitute a conflict of interest for the employee or the District. 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 any agency or person other than the District.

Section 19. No Strike

Employees and their representatives agree that 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.

Section 20. Miscellaneous: Driving Standards

The parties have met and conferred and agreed to the District's driving standards.

Section 21. Past Practices, and Prior/Existing Memoranda of Understanding

Past practices not addressed in this Memorandum of Understanding are not binding. This Memorandum of Understanding shall supersede all existing memoranda of understanding and any side letter not incorporated into their MOU between the District and the Employees.

Section 22. Existing Laws, Regulations and Policies

This Memorandum of Understanding is subject to all existing state and federal laws, ordinances, and regulations of Sanitary District No. 5 of Marin County and may be modified subsequent to law enacted hereafter. The District and the Employees, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

Section 23. Separability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal or unenforceable by a court of competent jurisdiction, or is rendered invalid by state or federal legislative enactment, 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 Memorandum of Understanding.

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

Section 24. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understandings 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 Memorandum of Understanding by mutual agreement

Attachment A
Sanitary District No. 5 of Marin County
Education & Innovation Incentive Program

The following is the Education and Innovation Incentive program for Sanitary District No.5 of Marin County staff which includes both maintenance and operations.

One time monetary stipend(s) will be available to all employees represented under the MOU for obtaining certifications above the minimum required certifications required in ones Job Description and for Innovation that leads to District savings and noteable improvements that fall out side of one's Job description. This Education Incentive and Innovation Program is designed to promote higher learning professionalism and innovation in the District and to increase the knowledge and industry expertise of the staff.

$1,000, $2,000, $3,000, $4,000 and $5,000 Stipend For CWEA Certifications (Collection System Workers)

As shown below, stipends may be awarded to staff who complete any CWEA certificate that does not fall within the employee's current job description:

- Example: The $1,000 stipend may be awarded to staff who complete any CWEA grade I certificate that does not fall within the employee's normal job description. A Collection System Maintenance worker who earns a CWEA Electrical/ Instrumentation Technologist Grade I, Environmental Compliance Inspections Grade I, Laboratory Analyst Grade I or Industrial Treatment Plant Operations Grade I would be eligible for a $1,000 stipend per certificate earned.

- The same employee who earns any of the above-mentioned certificates at a Grade II level, would be eligible for an additional $2,000 stipend.

- A $3,000 would be available for those employees who earns a Grade III from the certificates listed above.

- An additional $4,000 stipend is available for those who earn a CWEA certificate listed at a Grade IV level, (if applicable) or higher, (if applicable) in any of the listed fields.

Employees who have earned any of the above certificates BEFORE JULY 1, 2026 will not be eligible for these stipends.

For the Collection System Certificate the following will apply:

- CWEA Collections System Grade I: No stipend offered as this part of the employee's job description.

- CWEA Collection System Grade II: No Stipend offered as this is part of the employees' job description.

- CWEA Collection System Grade III: No Stipend offered as this is part of the employees' job description

- CWEA Collections System Grade IV: $1,000

$1,000, $2,000, $3,000, $4,000 and $5,000 Incentive Stipends For CWEA Certifications (Operations Staff)

As shown below, stipends may be awarded to operations staff members who complete any CWEA certificate that does not fall within the employee's current job description. Employees who have earned any of the above certificates BEFORE JULY 1, 2026 will not be eligible for these stipends for certificates already earned.

- An employee in operations that earns a CWEA Electrical/ Instrumentation Technologist Grade I, Environmental Compliance Inspections Grade I, Lab Analyst I , Collection System Maintenance Grade I would be eligible for a $1,000 stipend per certificate earned.

- The same employee who earns any of the above listed certificates at a Grade II level, would be eligible for an additional $2,000 stipend per certificate earned, and

- An additional $3,000 stipend would be available for those employees who earn a Grade III level certificate from the certificates listed above.

- An additional $4,000 stipend per listed CWEA certificate is available for those who earn a CWEA certificate at a Grade IV (if applicable) or higher in any of the listed fields.

For the WWTP Plant Operator Certificate the following will apply**:**

- CSWRCB WWTP Operator Grade I: No stipend offered as this is a minimum requirement.

- CSWRCB WWTP Operator Grade II: No stipend offered as this is a minimum requirement.

- CSWRCB WWTP Operator Grade III: No Stipend offered as this is a minimum requirement.

- CSWRCB WWTP Operator Grade IV: $4,000 stipend

- CSWRCB: WWTP Operator Grade V: $5,000 stipend

Operators Certifications Collection and Maintenance Techs

Maintenance employees will also be eligible for stipends for successfully completing a CSWRCB-WWTP Operator certificate after July 1, 2026, as follows:

- A $2,000 stipend for successfully completing a CSWRCB WWTP Operator Grade I or II certificate.

- The same employee who successfully completes a CSWRCB WWTP Operator Grade III certificate will be eligible for an additional $3,000 stipend for that certificate earned.

- Any maintenance worker who earns a CSWRCB WWTP Operator Grade IV certificate would be eligible for an additional $4,000 stipend per certificate earned.

- Any maintenance worker who earns a CSWRCB WWTP Operator Grade V certificate would be eligible for an additional $5,000 stipend per certificate earned.

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Current District employees who possess any CSWRCB WWTP Operator certificate are not eligible for a stipend for certificates held prior to July 1, 2026.

Innovation Incentive Stipends

Staff members who go above and beyond the requirements in the Job Description and recommend or implent cost saving ideas or projects within the scope of the budget can apply for a maximum of one per calendar year $2,000 Innovation stipend. These innovative ideas or projects must demonstrate an added improvement, efficiency or cost saving benefit for the District in order to be elegible for the Stipend. The innovation stipend ranges in $500 incruments depending on implemented project and its savings ($500, $1000, $1500, $2,000) The innovations must also be outside of the normal Job Description. You must demonstrate the savings or efficiencies that will lead to savings in your application. The application will be reviewed by 4 staff members mentioned in the below committee under continuing education stipends.

Training Incentive Stipends and Future Hires

Future operators hired on or after July 1st 2026 who possess any of the above listed certifications at the time of hire will not be eligible for a stipend for any previously held certificates. New hires will be eligible for the stipends described above for any certificates initially earned after the employee’s date of hire with the District and not required by their job description.

Example: If a new operator is hired by the District and holds a WWTP Grade III certificate at the time of hire, that certificate will not be eligible for a stipend. However, if the new employee earns a WWTP Grade IV or V after their hire date that was not held before their date of hire, then that employee would be eligible for the stipend program. (Reminder: Any future operators are not eligible for stipends for the Grade I or Grade II or Grade III as this is a minimum requirement for employment with the District as an operator and is also part of their job description.)

Continuing Education Stipends

It is highly recommended for staff to improve their industry knowledge and personal education. Sanitary District No. 5 strongly encourages employees to seek out opportunities to attend classes and earn certificates offered through local community colleges or local universities or online colleges. It is even more desirable that employees earn college degrees related to the treatment of wastewater and wastewater technologies. For this reason, the District, at the discretion of the District Manager, may offer stipends to employees for the following certificates or degrees. To assure that a certificate program or degree program qualifies for a continuing education stipend under the District's program, an employee should seek the District Manager's approval before enrolling in one of the following programs:

- For successful completion of any college level professional certificate program of at least 20 units related to the field of water treatment, finance accounting or public administration or any certificate program with an emphasis on public service, a $3,000 stipend shall be awarded.

- For successful completion of any college level vocation certificate program of at least 8 units (80 contact hours) that may benefit the District a $1,000 stipend will be awarded (examples: office of water program cert program, PLC programing certification, HVAC, Boiler Maintenance, Electrician Certification, etc)

- For earning any AS degree with a Water or Wastewater focus, or any AA/AS/BS /BA degree with at least 12 science units related to biology, environmental sciences, ecology, chemistry, engineering water treatment or wastewater industries, or any Associates or Bachelor's Degree with coursework related to public service, a $5,000 stipend will be awarded.

Any certification or training program that is not listed here may still be eligible for the incentive program by the following method:

- If an employee finds a technical training or vocational training that the employee feels meets the requirements of the Education Incentive Program, the employee will first write a written request to attend the training outlining the reasons the proposed training meets the criteria and presents the request to the District Manager.

- The District Manager will then convene a committee that will consist of 4 members: the District Manager; Admin Services Manager; WWTP Operations Superintendent; and the WWTP Maintenance and Collection System Superintendent. The committee will review the employees' request and discuss the merit of the training and the benefit it would provide to the employee AND District.

- If the committee determines that the request falls within the prescribed guidelines of this program, the committee will vote on the monetary value of the requested training. (Not less than $1,000.)

- If the committee determines that the request is ill suited for this program or does not coincide with the guidelines of this program or does not meet the committee's approval, the request for the stipend will be formally denied and a written letter will be signed by all four members and returned to the employee.

- If the committee voting is split 2/2, the District Manager will exercise his or her authority and break the tie to either approve or deny the request. This tie-breaking authority of the District Manager extends to both the training request as well as the dollar amount of the stipend if the committee voting is split 2/2 on either issue.

General Provisions Applying to the Education Incentive Program (Training/Certification Stipends and Continuing Education Stipends)

- Each District employee under the 2026 MOU is eligible to earn up to but not exceed $5,000 per fiscal year in any combination of training incentive stipends and/or continuing education stipends. This program does not guarantee that any employee will earn this maximum amount in any year. Stipend payments will be based on the level of certification and/or number of certifications completed by the employee within each fiscal year.

- Stipend amounts are not negotiable with individual employees. The training incentive stipends and continuing education incentive stipends are established above or are established pursuant to the committee method.

- No employee is eligible for a stipend under this program for any certificate that is required for the District position held by the employee.

- Employees are not eligible for a stipend for any certificate or degree earned prior to July 1, 2026. Future hires are not eligible for a stipend for any certificate or degree earned prior to District employment.

- Each stipend is awarded on a one-time, non-recurring basis only.

Conclusion

The goal of this program is to create incentives for employees to better their education, bolster and support creative and critical thinking and to have greater fulfillment in their career with the District. Although none of the incentives are required, it is strongly encouraged that staff take advantage of the program to better themselves both personally and professionally. A highly educated staff can be a significant factor to the successful operation of a public agency and can greatly improve public image.

ALTERNATE WORK SCHEDULE REQUEST

Employee
Name:____
(Print Name)

Check requested alternate work schedule:

_______________9/80 Alternate Work Schedule

_______________4/10 Alternate Work Schedule

_______________12/84 Alternate Work Schedule

Daily work schedule Begin work: ___________AM End work: ____________PM

Scheduled days off
____

I have read and understand the regulations applicable to alternate work schedules and understand that they are subject to change at the discretion of the District Manager.

______________________________Employee Signature Date ____________________

___________________________Superintendent Signature Date ___________________

_________________________Admin Services Manager SignDate _________________

__________________________District Manager Signature Date ___________________

NOTE: A Personnel Change form must accompany this request when submitting it to the District Manager's office for approval.

CC: Personnel File