

NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION



MEMORANDUM OF UNDERSTANDING

October 1, 2018 – September 30, 2023

MEMORANDUM OF UNDERSTANDING

Between

NORTH MARIN WATER DISTRICT AND

NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION

This Agreement is entered into between North Marin Water District, herein "the District," and the North Marin Water District Employee Association, herein "the Association" pursuant to the provisions of Government Code Section 3500 et. seq. (the Meyers-Milias-Brown Act).

1. Recognition

The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time employees employed by the District in those classifications which are set forth in Exhibits A, B and C. The District agrees to notify the Association of any new employee classifications.

2. Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, the District retains all statutory and inherent management rights including but not limited to the right to discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work employees; to maintain the efficiencies of operations; to determine the personnel, methods, means, and facilities by which operations are conducted.

3. Deduction of Association Dues

The District agrees to withhold union dues from all union members at an amount to be determined by the Association and communicated to the District in writing, and the Association agrees to provide the District, on a semi-annual basis (in January and July of each year), a certified list of members and a statement that the Association has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that the District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Association.

Amounts deducted and withheld by the District shall be transmitted monthly by the District to the Association official designated by the Association as the person authorized to receive such funds at the address provided by the Association.

The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Article.

4. Use of District Facilities and Bulletin Boards

The Association shall, with the prior approval of the General Manager or his designee, be granted the use of District facilities for meetings of District employees. Authorized representatives of the Association shall be allowed to post notices of official Association business on specified areas of the three bulletin boards maintained on District premises.

5. Association Stewards

The Association shall notify the General Manager in writing of the names of its members who have been designated by the Association to serve as Association stewards (not more than three). Association stewards shall not use District time to conduct Association business except under the following conditions:

When a grievance has been filed, the steward will be permitted a reasonable amount of release time to represent the employee in the steps of the Grievance Procedure.

When representing an employee at either an investigatory interview that might lead to discipline, or at a due process hearing, the steward will be permitted a reasonable amount of release time.

6. New Employee Orientation

The Association will be allocated up to thirty (30) minutes following a new employee's orientation to provide an overview of the Association without management personnel present. The District will notify the Association at least ten (10) days prior to any new employee orientation, unless an urgent need arises that was not reasonably foreseeable. The presentation may be made by the Association Chair or designee, and it shall be without loss of pay.

7. No Discrimination

The District shall not discriminate against any employee because of his/her membership in or support of the Association. The Association shall not discriminate against any employee because of his/her non-membership in or non-support of the Association.

8. Association Access

Non-employee Association Representatives shall be granted reasonable access to the District's facilities for the purposes of assuring that the terms of this Agreement are enforced. Upon arrival at a District facility, the Association Representative shall notify the General Manager or his designee. It is understood that the Association Representative will not interfere with the work of employees during this visit.

Any non-employee Association Representative(s) shall provide management the opportunity to have a designee accompany them while visiting the facility, except during the time that the representative may be meeting with District employee(s). Meetings with employees shall be held only on the employees' non-work time.

9. Probationary Period

All employees shall serve a probationary period of six (6) months from the date of hire. During this probationary period, employees shall be subject to termination at any time with or without cause. Probationary employees shall not have recourse to the Grievance Procedure. Unless otherwise specified, employees shall begin to earn **Health** benefits on the first of the month following **date of** employment **and all other benefits** upon the completion of their probationary period. At the sole discretion of the District, the probationary period may be extended for up to six additional months.

Employees shall also serve a 90 calendar day probationary period upon promotion to new position within the bargaining unit. Such probationary employees may be returned by the District to their prior position at any time during the 90-day probationary period with or without cause and such decision shall not be subject to the grievance procedure.

10. Grievance Procedure

A grievance is an allegation by an employee or the Association that the District has violated an express provision of this Agreement or a Personnel Policy of the District. For purposes of this section a workday is any day that the District office is open for regular business.

Step I. Written Notice to Immediate Supervisor

No later than two workdays after the event giving rise to the grievance, the employee must submit a written grievance to his immediate supervisor stating the nature of the grievance, the provision of the Agreement violated and the nature of the remedy sought. The immediate supervisor shall, give his written response to the employee not later than two (2) workdays thereafter.

Step II. Written Notice to Department Head

If the employee is not satisfied with the response, he/she shall, within five (5) workdays of the response at Step I, notify his/her Department Head in writing. The Department Head shall confer with the employee and his/her representative and respond to the grievance within five (5) workdays following the meeting.

Step III. Appeal to the General Manager

If the grievance is not resolved at Step II the employee may, within five (5) workdays of the response at Step II, file a written appeal with the General Manager. The General Manager shall confer with the employee and his/her representative and respond to the grievance within ten (10) days of that meeting.

Step IV. Appeal of Disciplinary Suspension or Termination to the Board of Directors

If an employee subject to disciplinary suspension or termination is not satisfied with the response of the General Manager, he/she may file an appeal with the Board of Directors. Such appeals must be filed within five (5) workdays of the date of the General Manager's response at Step III. The Board of Directors, or a subcommittee thereof, shall hold a hearing as soon as reasonable under the circumstances regarding the disciplinary suspension or termination.

Step V. Advisory Arbitration

With the mutual agreement of the grievant and the Board of Directors, the grievance may be referred to Advisory Arbitration. A neutral arbitrator shall be mutually selected from a list provided by the California State Mediation and Conciliation Service. The arbitrator selected shall conduct an informal hearing and issue an advisory opinion to the Board of Directors. The Board of Directors shall render a final and binding decision in writing to the employee within thirty (30) days of the receipt of the advisory opinion.

If the Board of Directors does not agree to conduct an advisory arbitration, the Board may, as an option, designate a fact-finding committee (or person not in the normal line of supervision)

to advise the Board of Directors concerning the grievance. The Board of Directors shall render a final and binding decision within thirty days after its receipt of the recommendation of the fact finder.

Any final decision by the Board of Directors shall include the rationale upon which its decision is based.

Each party shall bear its own cost and fees and the cost and fees of the Arbitrator, if any, shall be split evenly between the parties.

11. Leaves of Absence

A. Vacation

Full-time employees shall commence to accrue vacation upon the completion of their probationary period at the following rates:

Completion of Probation through 5 years continuous employment	10 days per year (3.34 hours / semi-monthly pay period)
More than 5 years through 10 years of employment	15 days per year (5.00 hours / semi-monthly pay period)
More than 10 years through 15 years of employment	20 days per year (6.67 hours / semi-monthly pay period)
More than 15 years through 20 years of employment	22.5 days per year (7.50 hours / semi-monthly pay period)
More than 20 years of employment	25 days per year (8.34 hours / semi-monthly pay period)

Part-time employees begin to accrue vacation upon completion of their probationary period, on a pro-rata basis of the rates set forth above, based on the percentage of their full-time equivalent rate.

Vacation shall accrue each pay period and be added to the employee's vacation balance. There shall be a cap on the vacation balance of one and one-half times the annual accrual rate. No employee shall have more than one and one-half times his/her annual accrual in his/her vacation balance. Thus, an employee who earns vacation at the rate of 10 days per year shall not have more than 15 days accrued vacation. Employees who reach the cap shall cease accruing vacation until such time as their vacation balance drops below the cap, at which time the employee shall again accrue vacation.

Vacation time will be used to cover absences due to illness or injury when an employee has an illness/injury and has no remaining sick leave.

All employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year. This policy applies to employees working in the following classifications:

General Manager	Cashier/Receptionist
Auditor-Controller	Accounting Clerk II
Administrative Assistant	Account Credit Clerk I and II
Consumer Services Supervisor	Accounting/HR Supervisor
Engineering Services Representative	Senior Accountant
	Storekeeper/Safety Coordinator

B. Sick Leave

Full-time and part-time employees shall be eligible to earn sick leave on the first of the month following the completion of their initial probationary period. Accrued sick leave shall be added to the employee's sick leave balance each pay period.

Full-time employees shall earn one day of sick leave per month. On December 1 of each year, sick leave days earned in excess of 90 may be paid to the employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave provided that such addition to the vacation balance does not exceed the vacation cap.

Part-time employees shall accrue sick leave based on the percentage of their full-time equivalent ("FTE") status (e.g., 80% x 1 day = 0.8 days per month). On December 1 of each year, sick leave days earned in excess of the part-time employee's FTE status multiplied by 90 days (e.g., 80% X 90 days = 72 days) may be paid to the part-time employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave, provided that such addition to the vacation balance does not exceed the vacation cap.

Sick leave shall be used only for:

1. the illness or injury of the employee which prevents the employee from working;
2. medical or dental appointment of the employee or child (where the employee is required to transport the child to or from the appointment); provided that the

amount of sick leave used for such appointment is the amount of time reasonably necessary to travel to and from and attend the medical appointment; or

3. to attend to the illness of a member of the employee's immediate family where that illness requires the attendance of the employee, provided that, if the sick leave exceeds three days, the employee shall provide the District a medical certification issued by the health care provider documenting the illness of the immediate family member.

Abuse of sick leave, including but not necessarily limited to using sick leave for purposes not herein specified, excessive use of sick leave, or a pattern of the use of sick leave which demonstrates its abuse, is grounds for disciplinary action.

Regular attendance by every employee is important and necessary to the successful operation of the District. Excessive absenteeism causes a hardship on both the District and its employees.

Upon request by the District, an employee will be required to submit a written doctor's verification of their illness or medical appointment and that the doctor has released the employee to return to duty with or without restrictions.

C. Bereavement Leave of Absence

Employees shall be entitled to use up to three days sick leave for the purpose of attending the funeral services and/or making necessary arrangements for such services for members of the employee's immediate family. For purposes of this policy, immediate family means the employee's spouse, spouse's children, children, grandchildren, parents, grandparents, brothers, and sisters. Based upon particular circumstances and with the approval of the General Manager, employees may be permitted to expand the definition of immediate family.

D. Jury Duty Leave

Non-probationary full-time and part-time employees are eligible for up to a maximum of 15 days of paid leave for jury duty in any calendar year. An employee who receives a notice to appear for jury service shall immediately notify his/her supervisor of the notice. Depending upon the needs of the District, the General Manager may request that the employee postpone or defer jury duty. Any monies paid to the employee for jury duty service shall be deducted from the employee's pay for that day. Part-time employees shall have this paid leave prorated. Employees who exhaust their paid jury duty leave shall be provided unpaid jury duty leave for the duration of

the jury duty. Nothing in this policy shall prevent an employee from using his/her vacation or floating holiday time for jury duty.

E. Military Duty Leave

Employees shall be granted military leave in accordance with the provisions of the California Military and Veterans Code, section 395 *et seq.* (www.leginfo.ca.gov/html/mvc_table_of_contents.html).

F. Leave without Pay

The District General Manager may grant regular employees leave without pay (LWOP) provided that such leave shall not impose an undue hardship on the District. The granting of such LWOP is at the sole discretion of the District General Manager. Employee insurance benefits (health, dental, vision, and life) shall continue during the period of LWOP at the employee's expense, and the employee shall pay said insurance cost to the District prior to commencement of the LWOP. Employees shall be eligible to request LWOP upon completion of probation. The employee requesting LWOP shall exhaust all vacation and floating holiday leave before commencing unpaid leave.

12. Insurance Benefits

The descriptions of benefits stated herein are intended as a guide to employees. All plan benefits are governed by the actual terms of the plan. Summary Plan descriptions are available from the District upon request by the employee. The parties agree that in the event that the cost of insurance increases during the life of this Agreement, the District may change carriers/plans provided that the benefits provided by the new carrier/plan are approximately similar to the current plan(s). In the alternative, and at the sole discretion of the District, it may require employees to pay for the cost increase.

A. Life Insurance

Effective the first of the month following the completion of the probationary period, all eligible employees shall receive term life insurance coverage equal to their base annual salary. An Accidental Death and Dismemberment policy is included in the coverage. Employees may be able to continue this coverage after leaving the District by converting the policy to an individual policy. However, the individual will be responsible for payment of the converted insurance.

B. Health Insurance

Coverage is available the first of the month following ~~three full months~~ **date of** employment for full-time and part-time employees.

The District contracts for health insurance through the California Public Employees' Retirement System (CalPERS). Through the CalPERS health program, employees can choose from a number of different plans. Some are Health Maintenance Organizations (HMO) and some are Preferred Provider Organizations (PPO) Plans. The CalPERS Basic Health Plans booklet contains information about the HMO and PPO Plans. Detailed information for each plan is available for your review by contacting the Auditor-Controller or Human Resources Supervisor. This information supersedes and takes precedence over the summary of these plans set forth in this agreement.

The District reserves the right to change these plans at any time, in its sole discretion, consistent with any legal obligations it may have.

The District shall contribute up to \$3,830 per year to the CalPERS Health Plan proportionate to the employee's full-time equivalent (FTE) status.

Under IRC Section 125, the District will make the following annual contributions for employees into a qualified Cafeteria Plan effective January 1, 2013:

Single employees shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual employee-only premium amount less \$3,830 proportionate to the employee's FTE status, e.g. $(\$137 + 85\% \times \text{Current Premium Amount}) - \$3,830 \times \text{FTE Status}$.

Employees with one dependent shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual 2-party premium amount less \$3,830 proportionate to the employee's FTE status.

Employees with two or more dependents shall receive \$137 plus 85% of the current year annual family Kaiser Basic Medical Plan annual family premium amount less \$3,830 proportionate to the employee's FTE status.

Employees who provide acceptable proof of alternative insurance for themselves and all dependents may use the Cafeteria Plan contribution for purposes other than supplemental medical insurance as follows:

- a) Employee may utilize this money to purchase supplemental medical, dental and vision insurance for self or dependent family members; and/or,
- b) Employee may elect to contribute the money to the District's 457 deferred compensation plan; and/or,
- c) Employee may take this money as a cash payment.

The Cafeteria Plan contributions shall be adjusted annually in an amount equal to 85% of the change in the Kaiser Basic Medical Plan premium amount based on family status, i.e., employee only, employee and one dependent, employee and two or more dependents.

C. Dental Insurance

Effective the first of the month following the ~~completion of ninety (90) days~~ **date of** employment, eligible employees shall to participate in the District's self-insured dental plan administered by **Arrow Benefits Insurance Services** ~~Shirrell Consulting Services (SCS)~~ at no charge for full-time employees and pro-rated for part time employees.

D. Vision Insurance

Effective the first of the month following the ~~completion of ninety (90) days~~ **date of** employment, full-time and part-time employees regularly scheduled to work at least twenty (20) hours per week, shall be eligible to participate in the District's self-insured vision plan at no charge for full-time employees and pro-rated for part-time employees.

On July 1 of each fiscal year \$184 shall be credited to each eligible family member's vision plan account. Covered Vision Care costs incurred during the fiscal year (July 1 to June 30) will be reimbursed by the plan. Up to \$184 of each eligible family member's vision plan account remaining at the end of the fiscal year shall be carried over to the following fiscal year for use by that eligible family member, subject to the limitation that in no event shall the total in any eligible family member's vision plan account exceed \$368, and no employee shall receive reimbursement for more than \$368 per eligible family member during any fiscal year. The amount in each eligible family member's vision plan account is not convertible to cash, and any amount remaining in a family member's vision plan account reverts to the District upon termination of employment.

E. Long Term Disability Insurance

Effective the first of the month following the completion of the probationary period, full time and part time employees regularly scheduled to work at least twenty (20) hours per week shall be eligible to participate in the District's self-insured long-term disability insurance plan.

F. Other Benefits

Except as they may be modified by the terms of this Agreement, the District agrees that it will not modify existing District benefit levels as set forth in the Employee Information Booklet without providing advance notice to the Association and an opportunity to meet and confer regarding the changes.

G. Affordable Care Act

If at any time during the life of this Agreement the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its related regulations and cause the District to be subject, directly or indirectly, to any penalty, tax, fine, assessment or other payment, the parties agree that this Memorandum of Understanding shall reopen for negotiations not less than six months prior to the effective date of the implementation of the penalty, tax, fine, assessment, or other payment for the sole purpose of modifying the health insurance provisions of this Agreement to address the changes and cost implications as a result of the Affordable Care Act.

13. Retirement

Participation in the California Public Employees' Retirement System (CalPERS) Pension Plan is mandatory and is effective upon employment for all full-time and part-time employees.

For employees hired prior to January 1, 2013, benefits are based on the average monthly pay earned during the final (or highest) year of service. The basic, unmodified formula is $2.5\% \times \text{number of years of credited service} \times \text{monthly pay} = \text{monthly benefit for retirement at age 55}$. Employees who have been covered under Social Security during their CalPERS employment must use the modified formula in calculating their monthly benefit; i.e. $2.5\% \times \text{number of years credited service} \times (\text{monthly pay less } \$133.33) = \text{monthly benefit for retirement at age 55}$. Several options are also available to have benefits paid to a surviving beneficiary in the event of death or retirement.

For employees hired on or after January 1, 2013, benefits are in accordance with the Public Employees' Pension Reform Act of 2013, which stipulates a 2% at age 62 plan based on the highest average 3-years of compensation.

Effective on January 1, 2013, all employees (including all employees hired on or after January 1, 2013) will contribute 1.6% of salary toward the cost of CalPERS retirement benefits. Effective October 1, 2013 and on each subsequent October 1 through October 1, 2016, all employees (including all employees hired on or after January 1, 2013) will contribute an additional 1.6% of salary toward the cost of CalPERS retirement benefits, until employees are paying a total of 8% toward the cost of CalPERS retirement benefits.

14. Retiree Medical

A. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 12 Years Service (for employees hired on or before September 30, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or before September 30, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 12 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

For retirees who retired prior to January 1, 2013, the District's contribution toward the chosen plan will be 90% of the Kaiser Basic Medical Plan premium amount.

For retirees who retired on or after January 1, 2013, the District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

B. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 20 Years Service (for employees hired on or after October 1, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or after October 1, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 20 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

The District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

C. Retirees - Other (not meeting the age and/or service requirements stated above)

Subject to the eligibility restrictions of the group health insurance contract with CalPERS, the District will make a monthly contribution toward the cost of health insurance coverage.

15. Work in Higher Class

An employee who is assigned by the District to work in a higher classification for a period of more than 160 consecutive hours (one work month) shall receive a differential of a 5% increase over their base hourly rate or the lowest step of the higher classification, whichever is greater, but in no event more than the top step of the higher classification, for all hours worked in the higher classification after 40 consecutive hours so long as they continue to be assigned to work in the higher classification.

16. Disciplinary Action

The levels of disciplinary action may include, but are not necessarily limited to, warning/reprimand (oral and/or written), suspension, demotion, and discharge. The District shall use the principals of progressive discipline in meting out disciplinary action; however, depending upon the circumstances, discipline may be imposed at any level without invoking prior disciplinary steps.

When imposing disciplinary action, the District will comply with any applicable due process requirements of state and federal law.

Employees who wish to challenge the level of discipline may do so by utilizing the Grievance Procedure. Grievances involving written reprimands shall in the first instance be filed at Step II (of the Grievance Procedure) with the Department Head. Grievances involving other discipline shall be filed in the first instance at Step III with the General Manager.

17. Layoff/Seniority

In the event that the District determines that it must implement a reduction in force (layoff employees for economic reasons), it will notify the Association in writing forty-five (45) days in advance of the anticipated effective date for the layoffs and meet and confer with the Association regarding a procedure of accomplishing the layoffs as well as are employment procedure for any employees who were adversely impacted by the reduction in force.

18. Work Hours/Schedules

A. Regular Work Schedules

Regular full-time employees shall work forty hours each week.

District Office

Monday through Friday
8:00 a.m. through 5:00 p.m.
One hour unpaid lunch

Field Construction, Maintenance and Operations Crews	Monday through Friday 7:00 a.m. through 3:30 p.m. One-half hour unpaid lunch At the discretion of the District, Field Crews may be assigned to report directly to a field location to begin their workday.
Treatment Plant Operators	Specific start and stop times of shifts vary seasonally and are determined by the Operations/Maintenance Superintendent and approved by the General Manager based upon the needs of the District.

B. Alternate/Flexible Work Schedule Trial Program

An individual employee's or group of employees' request (i.e. crew) for an alternate/flexible work schedule (e.g. 9/80, 4/10, flexible start/end times) shall be considered on an individual or departmental basis and may be approved provided there is no adverse effect on District operations as determined by the Department Head and General Manager, and at the District's sole discretion. It is understood that such alternate/flexible work schedules may not be permanent. Alternate/flexible work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by the revocation.

19. On-Call Compensation

Construction and Maintenance on-call and stand-by employees are paid on a daily or weekly basis for serving on-call or stand-by duty. Future adjustments to this compensation will be consistent with any adjustments to the District Salary Schedule through the use of the current on-call compensation calculation spread sheet on file with the Auditor-Controller.

With the prior approval of the Operations/Maintenance Superintendent, Ops/EM employees may take three hours of compensating time off in lieu of pay for each day of weekend or holiday on-call duty served.

The above compensation is payment for all on-call activity except for time when the employee must respond in the field. If the assigned on-call employee must respond in the field or is called in to work, overtime shall be paid in accordance with the District's overtime policy.

20. Holidays

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve afternoon	December 24
Christmas Day	December 25
New Year's Eve afternoon	December 31

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday. If Christmas or New Year's Eve falls on a weekend (Saturday or Sunday), a half-day off will be granted to all employees in the afternoon of the preceding business day.

Floating Holidays (4) - See Side Letter at the end of this agreement

~~The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays that may be taken on dates selected by the employee and approved by the District.~~

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Veteran's Day	November 11

~~For full-time employees, floating holidays shall accrue as follows: January 1 of each year —one day; July 1 of each year — 3 days. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached four days (32 hours — prorated for part-time employees).~~

21. Longevity Bonuses

The District agrees to continue its existing practice regarding longevity bonuses.

22. Wages

Effective October 1, 2018, employees shall receive a 3.8% salary increase. To the extent wages will be retroactive to October 1, 2018, it is subject to the parties reaching an overall Tentative Agreement towards a successor MOU and ratified by the Employee Association's membership on or before December 31, 2018.

Effective October 1, 2019 and on each subsequent October 1 through 2022, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the current year), with a minimum (Floor) of 2.0% and a maximum (Ceiling) of 4.0%.

In the event that the CPI-U San Francisco – Oakland – San Jose (based on year-to-year change from September 1 of the previous year through August 31 of the current year) exceeds 6.0%, the parties agree to reopen Article 21 - Wages of this Agreement and bargain solely for a cost-of-living adjustment applicable to all employees covered by this Agreement.

23. Pay Day

Payday is on the 5th and 20th of each month. If the 5th and/or 20th of the month fall on a weekend or holiday, payday will be the prior business day.

Employees on direct deposit will have their funds available in their individual bank accounts on payday or, many times, the day before. Existing employees are encouraged to enroll in direct deposit, and all new employees shall enroll in direct deposit. A new employee who is either opposed or unable to enroll in direct deposit may appeal this requirement to the General Manager.

24. Duration

This agreement shall be effect from October 1, 2018 through September 30, 2023.

Date: 2.14.19



NMWD General Manager

Date: 2-14-19



NMWD Employee Association Chair

EXHIBIT A

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT

TO FIELD, CLERICAL AND TECHNICAL REPRESENTATION UNIT

Effective October 1, 2018

JOB CLASSIFICATION
ADMINISTRATION DIVISION
Receptionist/Cashier
Account/Credit Clerk II
Accounting Clerk II
Field Service Representative
Store Keeper/Safety Coordinator
ENGINEERING DIVISION
Engineering Secretary
Engineering Services Rep
Engineering Technician III
Engineering Technician IV

JOB CLASSIFICATION
CONSTRUCTION/ MAINTENANCE DIVISIONS
Laborer
Pipe Worker Assistant
Pipe Worker
Heavy Equipment Operator
OPERATIONS/MAINTENANCE DEPARTMENT
Building & Grounds Maint Tech I
Cross Connection Control Tech I
Auto/Equipment Mechanic
Technical Assistant II
Electrical/Mechanical Tech
Sr. Electrical/Mechanical Tech

EXHIBIT B

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT

TO PROFESSIONAL REPRESENTATION UNIT

Effective October 1, 2018

JOB CLASSIFICATION
ADMINISTRATION DIVISION
Senior Accountant
ENGINEERING DIVISION
Water Conservation Coordinator
Associate Civil Engineer
OPERATIONS/MAINTENANCE DEPARTMENT
Laboratory Technician
Chemist I and II
Senior Chemist
Assist. Distrib. & Treatment Plant Operator
Distribt. & Treatment Plant Operator
Sr. Water Distribution & TP Operator

EXHIBIT C

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT

TO SUPERVISORY REPRESENTATION UNIT

Effective October 1, 2018

JOB CLASSIFICATION
ADMINISTRATION DIVISION
Consumer Services Supervisor
OPERATIONS/MAINTENANCE DEPARTMENT
Maintenance Supervisor
Distribution & Treatment Plant Supervisor
Water Quality Supervisor
Operations/Maintenance Superintendent
CONSTRUCTION/MAINTENANCE DEPARTMENT
Distribution/Maintenance Foreman
Pipeline Foreman
Construction/Maintenance Superintendent

**NMWD
Employee
Association**



NEGOTIATIONS 2018

**Side
Letter**

**SIDE LETTER AGREEMENT TO THE
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

DATE: December 17, 2018

The District and the Employee Association agree to this side letter agreement as follows:

- The District will grant a one-time equity adjustment to the following classifications, effective July 1, 2019: Chemist I (5.5%), Chemist II (3.0%), Senior Chemist (2.5%), Apprentice E/M Tech (3.0%), E&M Tech (3.0%), Senior E&M Tech (3.0%), Laborer (6.5%); Heavy Equipment Operator (2.5%), Foreman (2.5%), Assistant Water Distribution and Treatment Plant Operator (10.5%); Water Distribution and Treatment Plant Operator (10.5%), Senior Water Distribution and Treatment Plant Operator (10.5%), Distribution & Treatment Plant Supervisor (10.5%), and all other classifications (0.5%).
- The District and the Employee Association will review the duties in the Engineering Technician III and IV job descriptions, and if appropriate, make any necessary adjustments.
- The District and the Employee Association will review the duties and salary of the Field Service Representative classification after one year following the adoption of the new Agreement.
- The District agree to review the current dental plan and consider proposals from other plan carriers that would not result in an increase to existing premium costs, and to discuss any proposed changes with the Employee Association.
- The District agrees to the carryover option, as permissible by IRS regulations, which allows an employee can carry over up to \$500 of unused funds to the following plan year.

italics= Proposed new language

~~struck-out, italics~~ = existing language prior section

bold, underline = new language

~~struck-out~~ = removed language

NMWD Employee Association



NEGOTIATIONS 2018


Side Letter

- Prior to expiration of this agreement on September 30, 2023, the District shall conduct a salary and benefit survey. The District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed-upon methodology and criteria to the Board of Directors ("the Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board-approved methodology and criteria to conduct an updated salary survey.

This side letter will sunset upon the expiration of the 2018 – 2023 Memorandum of Understanding.

For the District

For the Employee Association


Christopher Boucher Date
Chief Negotiator


Jeff Corda 12-17-18
Chairperson Date

italics = Proposed new language
~~*struck out, italics*~~ = existing language prior section

bold, underline = new language
~~struck out~~ = removed language

**SIDE LETTER AGREEMENT TO THE
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
CONCERNING FLOATING HOLIDAYS**

The North Marin Water District ("District") and the North Marin Water District Employee Association ("Employee Association") enter into this Side Letter Agreement and hereby agree to the following:

**TITLE: MODIFICATION TO MOU AND EMPLOYEE HANDBOOK
CONCERNING FLOATING HOLIDAYS**

With regards to floating holiday accruals, Section 20 of the current (2018 – 2023) MOU shall be amended as follows:

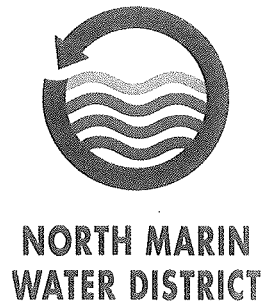
Floating Holidays (4)

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays per year that may be taken on dates selected by the employee and approved by the District, subject to the accrual maximum and limitations set forth below.

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Veteran's Day	November 11

Effective January 1, 2020, for full-time employees, one floating holiday shall accrue on the first day of each quarter as follows: January 1, April 1, July 1, and October 1. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Should an employee begin employment after the first day of a quarter, the employee shall not earn a floating holiday until the start of the following quarter, as there is no pro-ration of floating holiday for new employees (i.e. if employee begins work on April 5, employee will not earn a floating holiday until July 1). Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance

**NMWD
Employee
Association**



2018 – 2023 MOU

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Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective October 1, 2018 – September 30, 2023 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect. This Side Letter Agreement shall only become binding and effective upon the District's Board of Directors' adoption of this Side Letter Agreement.

The parties further agree that this Side Letter Agreement shall be incorporated into the successor MOU as a new provision without further meet-and-confer efforts, and it is the parties' intention that the terms of this Side Letter Agreement shall remain in force beyond the expiration of the 2018 – 2023 MOU.

In addition, the parties agree to amend the current Employee Handbook with respect to the issue of floating holiday, as reflected in Exhibit A, which is herein incorporated to this Side Letter Agreement by reference.

The parties' signatures below signify that they have met and conferred in good faith in accordance with California Government Code Section 3500, *et seq.* Agreed to and signed below, by the parties' authorized representatives.

For the District


For the Employee Association




Drew McIntyre
General Manager



Date

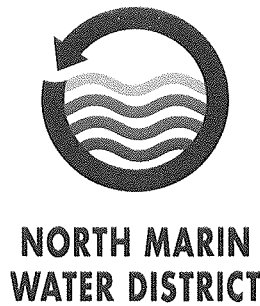


Jeff Corda
Chairperson



Date

**NMWD
Employee
Association**



2018 – 2023 MOU

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**SIDE LETTER AGREEMENT TO THE
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
CONCERNING OCEANA MARIN WASTEWATER SYSTEM
OPERATOR-IN-CHARGE EXTRA DUTY INCENTIVE PAY**

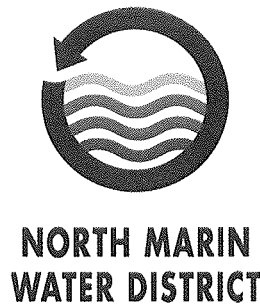
The North Marin Water District ("District") and the North Marin Water District Employee Association ("Employee Association") enter into this Side Letter Agreement and hereby agree to the following:

**TITLE: OCEANA MARIN WASTEWATER SYSTEM OPERATOR-IN-CHARGE
EXTRA DUTY INCENTIVE PAY**

At the sole discretion of the General Manager, extra duty incentive pay may be offered to one designated Stafford Treatment Plant operator, in addition to their regular duties, as compensation for performing extra duties as the Operator-in-Charge ("OIC") of the Oceana Marin Wastewater system ("Oceana Marin"). No more than one OIC designation and/or extra duty incentive pay will be in effect from time to time for Oceana Marin, and the need for OIC designation will be determined by the General Manager.

To be eligible, the designated OIC must have, at minimum, a valid California Wastewater Treatment Plant Operator Grade I certification (consistent with the requirements under chapter 26 of division 3 of title 23 of the California Code of Regulations or any current applicable regulations) that is not required for their current classification. The designated OIC will be eligible for an extra duty incentive pay of \$500 per month while performing such OIC extra duties in this capacity, and the extra duty incentive pay shall not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation). The General Manager has the authority to remove the extra duty incentive pay designation and/or eligibility at any

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Association**



2018 – 2023 MOU

**Side
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time. The District's determination of the application of this provision (including its decision whether or not to designate an OIC or the designation of individuals to perform the OIC duties) shall not be subject to the grievance procedure of this MOU.

Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective October 1, 2018 – September 30, 2023 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect. This Side Letter Agreement shall only become binding and effective upon the District's Board of Directors' adoption of this Side Letter Agreement.

The side letter will sunset upon the expiration of the 2018 – 2023 MOU.

The parties' signatures below signify that they have met and conferred in good faith in accordance with California Government Code Section 3500, *et seq.* Agreed to and signed below, by the parties' authorized representatives.

For the District

For the Employee Association



Drew McIntyre
General Manager

11/6/19
Date



Jeff Corda
Chairperson

9-26-19
Date

**SIDE LETTER AGREEMENT TO THE
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
CONCERNING MAXIMUM WORKING HOURS AND
FATIGUE TIME**

DATE: **April 7, 2020**

The North Marin Water District ("District") and the North Marin Water District Employee Association ("Employee Association") enter into this Side Letter Agreement and hereby agree to the following:

TITLE: **MAXIMUM WORKING HOURS AND FATIGUE TIME**

No employee shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis. Employees having worked twelve (12) consecutive hours or more will be allowed a minimum of eight (8) consecutive hours off (also known as "rest period" or "fatigue time" as referred to in this section), with no deduction from the employee's leave balances, before an additional work assignment.

Time Off Based on Unscheduled Overtime. Employees will be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:

1. If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, the employee shall return to regular shift 8 hours after work assignment ends. If return time is within 3 hours of the end of the regular shift, the employee does not return to next regular shift.
2. OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).

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Employee
Association**



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3. Employee who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.

Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.

Employees shall not receive fatigue time if: (i) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (ii) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (iii) they are assigned to continuous operations.

Fatigue time must be taken during the first or last part of the next regularly scheduled workday coinciding with the time taken. Employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

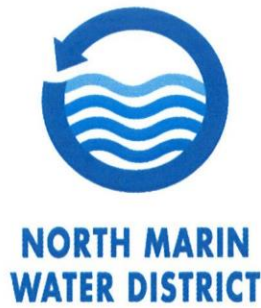
Supervisory approval must be obtained to work through a rest period. During normal working hours that approval can be obtained through the immediate supervisor or above. After normal working hours, approval must be obtained from the on-call supervisor. If an employee elects to work through their rest period, they will continue to be paid at the applicable overtime rate until they are relieved from work, at which time they will be given a rest period consistent with the provisions of this Side Letter Agreement.

Employees will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied.

EXAMPLES

- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2 hour lunch break.

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Employee
Association**



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- Employee is called back to work at 9 p.m. and works until 2 a.m. Employee is released from work until 10 a.m. (8 hours).
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2 hour lunch break.
- Employee is called back to work at 7 p.m. and works until 11 p.m. Employee will return to work at the beginning of his or her regular shift.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2 hour lunch break.
- Employee is called back to work at 11 p.m. and works until 5 a.m. Employee is released from work until 1 p.m. (8 hours). However, because there are fewer than 3 hours left in employee's regular shift, he or she need not return to work.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2 hour lunch break.
- Employee is called back to work at 4 a.m. Employee will continue working at the start of his or her shift and will be released from work at 2 pm. (after 10 hours).

Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective October 1, 2018 – September 30, 2023 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect. This Side Letter Agreement shall only become binding and effective upon the District's Board of Directors' adoption of this Side Letter Agreement.

The parties further agree that this Side Letter Agreement shall be incorporated into the successor MOU as a new provision without further meet-and-confer efforts, and it is the parties' intention that the terms of this Side Letter Agreement shall remain in force beyond the expiration of the 2018 – 2023 MOU.

The parties' signatures below signify that they have met and conferred in good faith in accordance with California Government Code Section 3500, *et seq.* Agreed to on this 7th day of April 2020, by the parties' authorized representatives.

**NMWD
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2018 – 2023 MOU

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For the District

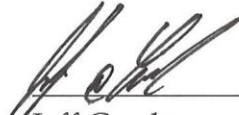
For the Employee Association



Drew McIntyre
General Manager

4/10/2020

Date



Jeff Corda
Chairperson

3-27-2020

Date

**SIDE LETTER AGREEMENT TO THE
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING
CONCERNING HEALTH INSURANCE**

DATE: **May 18, 2021**

The North Marin Water District ("District") and the North Marin Water District Employee Association ("Employee Association") enter into this Side Letter Agreement and hereby agree to the following:

TITLE: **MODIFICATION TO MOU AND EMPLOYEE HANDBOOK
CONCERNING HEALTH INSURANCE**

Paragraph 1, Section 12(B) of the current (2018 – 2023) MOU, titled, "Health Insurance," shall be amended as follows:

Coverage is available the first of the month following the date of hire for full-time and part-time employees.

Paragraph 1, Section 12(C) of the current (2018 – 2023) MOU, titled, "Dental Insurance," shall be amended as follows:

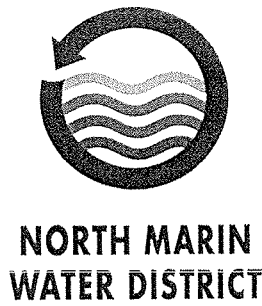
Effective the first of the month following the date of hire, eligible employees shall participate in the District's self-insured dental plan administered by Arrow Benefits Group at no charge for full-time employees and pro-rated for part time employees.

Paragraph 1, Section 12(D) of the current (2018 – 2023) MOU, titled, "Vision Insurance," shall be amended as follows:

Effective the first of the month following the date of hire, full-time and part-time employees regularly scheduled to work at least twenty (20) hours per week, shall be eligible to participate in the District's self-insured vision plan at no charge for full-time employees and pro-rated for part-time employees.

In addition, the District and the Employee Association agree that all corresponding sections of the current Employee Handbook shall also be amended accordingly to be consistent with the above.

**NMWD
Employee
Association**



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Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective October 1, 2018 – September 30, 2023 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect. This Side Letter Agreement shall only become binding and effective upon the District's Board of Directors' adoption of this Side Letter Agreement, and such changes will take effect retroactively to May 1, 2021 and on a prospective basis.

The parties further agree that this Side Letter Agreement shall be incorporated into the successor MOU without further meet-and-confer efforts, and it is the parties' intention that the terms of this Side Letter Agreement shall remain in force beyond the expiration of the 2018 – 2023 MOU.

The parties' signatures below signify that they have met and conferred in good faith in accordance with California Government Code Section 3500, *et seq.* Agreed to on this 18th day of May, 2021, by the parties' authorized representatives.

For the District:

For the Employee Association:

Drew McIntyre
General Manager

5/19/2021

Date

Jeff Corda
Chairperson

5-5-2021

Date