

MEMORANDUM OF UNDERSTANDING

Del Norte Solid Waste
Management Authority



And

SEIU Local 1021

LOCAL 1021



SEIU

Stronger Together

January 1, 2024 – June 30, 2025

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ARTICLE I

TERM

This Memorandum of Understanding is entered on the 1st day of January, 2024 by the Del Norte Solid Waste Management Authority (hereafter DNSWMA) and Service Employees International Union Local 1021 (hereafter Union). This agreement is entered into under the authority of the Meyers-Milias-Brown Act (MMBA) Gov't Code section §3500 et seq. and ordinances of the DNSWMA. Nothing in this article is intended to derogate from legal protections enjoyed by employees under Federal or State law, except to the extent that variance, exception or exclusion is permitted through collective bargaining. This MOU shall expire on June 30, 2025, unless extended by mutual agreement. Either party may file a written notice to bargain for contract renewal no later than April 1, 2025. If any term of this Agreement is found to be illegal, the offending term is severed and the remainder of the Agreement shall continue to have effect, and the parties agree to meet and confer on the subject matter of the severed term. At least sixty (60) days prior to the expiration either party shall file a written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

RECOGNITION

The DNSWMA recognizes the Union as the exclusive collective bargaining agent for all regular permanent full-time and permanent part-time employees in the miscellaneous unit, excluding all Executive Management, Management, Confidential and Extra-Help employees. See Attachment A for a list of classifications covered by this Agreement.

ASSIGNABILITY TO SUCCESSORS IN INTEREST

This contract will be fully assignable and binding upon any successor in interest of the Joint Powers Authority, and jointly and severally to any member thereof that shall succeed to operations or which shall assume operational control of the assets of the Joint Powers Authority and/or which shall assume the benefit and burdens of the third party contracts of the Joint Powers Authority for hauling and collection of waste.

MANAGEMENT RIGHTS AND RESPONSIBILITY

The DNSWMA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the right, powers and authority retained solely and exclusively by DNSWMA and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, layoff and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by DNSWMA employees and the services to be provided; classify positions and determine the content and title of such classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Management Responsibilities

The exercise of these rights shall not preclude the Union from meeting and conferring with the DNSWMA on the impact of DNSWMA actions on matters within the scope of representation pursuant to Government Code § 3500 et seq. or otherwise limiting the exercise of particular rights in accordance with the express terms of this Agreement.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state or local law, or the DNSWMA Employer-Employee Relations Policy.

ARTICLE II DEFINITIONS

These definitions shall be applied throughout this MOU. Terms not defined shall have their ordinary dictionary meaning and shall have the respective meanings given unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

- 2.1 **Altered Work Schedule:** An altered work schedule is any schedule approved by the Appointing Authority at other than traditionally scheduled hours for the assigned shift. Altered work schedules may include: four/ten (4 ten-hour days), nine/eighty (8 nine-hour days plus 1 eight-hour day, with one additional day off every other week), or any other schedule consisting of forty (40) hours during five (5) work days.
- 2.2 **Anniversary Date:** The anniversary of the date that a given employee began performing the duties of a given permanent position. This date may change if an employee is promoted, demoted, changes position or classification or is granted an unpaid leave of absence. Probationary periods do not affect anniversary dates.
- 2.3 **Appointing Authority:** The Director of the DNSWMA or his or her designee, who has the authority to fill a vacant position and to remove employees from employment.
- 2.4 **Assignment:** A particular project, program and/or activity related to the function and needs of the department.
- 2.5 **Catastrophic Illness or Injury:** A severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee that results in the employee being required to take time off from work for an extended period. An employee's job related illness or injury subject to worker's compensation coverage may be eligible for the catastrophic leave provision.
- 2.6 **Class:** A group of positions with the same title and alike in duties, responsibilities and authorities requiring the same qualifications and level of compensation (salary). Positions in this group are assigned to various programs and/or activities at the department head's discretion.
- 2.7 **Class Series:** A series of positions in a particular class consisting of entry, journey and/or lead person levels (i.e. I, II, III, etc).
 - A. Entry level is typically a trainee level. The entry levels are assigned duties that will increase experience. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments and programs related to their department or division function.
 - B. Journey level is the experienced working level. It is the second level in a class series and an employee may be assigned paraprofessional, complex job assignments under minimal supervision. Employees advanced to this level in the

series have demonstrated the ability to adequately fulfill the assigned responsibilities.

- C. Lead worker or skilled level is the most experienced, characterized by a combination of high level job assignments. Employees perform the full range of journey or specialist job assignments while also providing work direction, training and coordination for other workers. The emphasis of this series is on performing the more paraprofessional, complex work assignments. Employees advanced to this level are provided general direction in the performance of their responsibilities.

- 2.8 **Classification**: The process of job analysis and documentation by which newly created positions are defined and delineated in a formal class description, and assigned a specified rate of pay.
- 2.9 **Compensatory Time Off (CTO)**: Time off with pay to compensate an employee for overtime worked as defined in Article IV, section 4.19A in lieu of overtime pay.
- 2.10 **Continuous Service**: Uninterrupted employment with the DNSWMA from the effective date of employment. For purposes of establishing seniority, eligibility for benefits, or vesting of permanent benefits, the following shall not constitute interruptions of service: paid or unpaid Family Leave under FMLA or CFRA; authorized leaves of absence with pay up to one (1) calendar year in length. Unpaid periods of absence shall cause an adjustment, to total time served, anniversary dates and relative seniority.
- 2.11 **Demotion**: Movement of an employee from one position to another position with a lower maximum salary range.
- 2.12 **Disciplinary Action**: A negative action taken against an employee by the Appointing Authority in response to an employee's action or actions that constitutes grounds for discipline.
- 2.13 **Discrimination**: As generally used in employment law, discrimination refers to the unlawful adverse treatment of an employee or groups of employees, whether intentional or unintentional, based on protected characteristics including, but not limited to, race, color, national origin, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), sexual orientation, political affiliation, disability, age, military and veteran status or any other consideration made unlawful by federal, state or local law. The parties agree that prohibition against sexual discrimination includes sexual harassment.
- 2.14 **Dismissal**: Termination of employment with DNSWMA for reasons attributable to the employee for violation(s) of standards of conduct or safety regulations; unsatisfactory performance or any combination thereof that constitute cause and grounds for dismissal.
- 2.15 **Employee**: Any person who has been hired and occupying an authorized position in DNSWMA service:
 - A. **Confidential Employee**: "Confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally requires access to confidential

information that is used to contribute significantly to the development of management positions.

- B. Limited-Term Employee: An employee who works in a program of a limited duration, to be specified at the commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees will not accrue holidays, vacation, sick leave or be entitled to group insurance or other benefits provided to permanent employees, except as required by law, nor shall they be covered by the provisions of this MOU.
- C. Executive Management Employee: An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs. Executive Management positions shall be designated by the Governing Board.
- D. Extra-Help Employee: An employee who covers vacations, sick leave or other anticipated or unanticipated absences of a permanent full time employee or part-time employee on a limited term basis. An Extra-Help employee is limited to working less than nine hundred sixty (960) hours per fiscal year in a temporary, seasonal, on-call, part-time or other capacity. Extra-Help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits unless statutorily required by CalPERS, longevity pay or other benefits, incentives or conditions of employment specifically provided to permanent full-time or permanent part-time except as required by law. Extra-Help employees do not have a probationary period or achieve permanent status and shall not be eligible for benefits defined in this MOU. Acknowledging that DNSWMA has relatively few employees and that there are more work hours during the summer months (July through September) than during the winter, Extra-Help employees may be needed from time to time. Extra-Help shall not be normally used when the staffing could be appropriately assigned to a fully trained permanent employee. In no way shall the use of an Extra-Help employee be used in lieu of hiring a permanent full or part-time position.
- E. Management Employee: An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs in the absence of the appointing authority. Management positions shall be designated by the Governing Board.
- F. Mid-Management Employee: An employee classification designated by the Governing Authority engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) or specialized instruction or study and whose work may include management duties of a department, division or unit.
- G. Part-Time Employee: A "part-time" position or appointment is a position or appointment in which the employee is to work a fraction of the full-time work schedule. Typically less than thirty (30) hours per week.
- H. Permanent Employee: An employee who is hired to perform the duties of a full-time or part-time position allocated to a departmental staffing chart, and who has

completed the initial six (6) month or one (1) year probationary period required in Article VI herein.

- I. Probationary Employee: An employee serving in a permanent full-time or part-time position, who has not yet completed the six (6) month or one (1) year probationary period as required in Article VI, herein.
- J. Professional Employee: An employee classification status that requires specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers and the various types of physical, chemical and biological scientists.
- K. Provisional Employee: An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Personnel Officer. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Governing Board.
- L. Supervisory Employee: An employee classification in which an employee has the authority, in the interest of the employer, to recommend disciplinary action, assign tasks to other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

2.16 **Fair Labor Standards Act**: A federal law enacted in 1938 and subsequently amended to include County government that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, non-exempt or not covered. An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the Act. For purposes of this MOU the designations apply only to the overtime provisions:

- A. Exempt Employee: An employee classification status that establishes that the employee is not subject to FLSA overtime provisions. Overtime and compensatory time off will be provided pursuant to Article IV, 4.18 and 4.19 hereinafter.
- B. Non-Exempt Employee: An employee classification status that establishes that the employee is subject to the FLSA overtime provisions.
- C. Non-Covered Official/Employee: A management classification status that designates that the official is not covered under the overtime provisions of the FLSA.

2.17 **Flextime**: A variation, but not a reduction, in working hours intended to provide better "time-planning" for employees' or DNSWMA needs. For non-exempt employees, all flextime earned or used must be in the same workweek. Exempt employees refer to Article IV, section 4.18D.

- 2.18 **Governing Board:** The Board of Commissioners of the Del Norte Solid Waste Management Authority.
- 2.19 **Grievance:** A grievance is a written complaint of an employee or group of employees alleging a violation or misapplication of a provision of this MOU, or adopted DNSWMA policies, State or Federal law or regulation.
- 2.20 **Grievant:** A grievant is an employee or groups of employees within the bargaining unit alleging a grievance.
- 2.21 **Health and Safety:** Pursuant to the California Code of Regulations, Title 8 Section 1509(2) of the Construction Orders Section 3203 of the General Industry Safety Orders; the California Labor Code Section 6401.7, DNSWMA shall insure the Health and Safety of its employees through "The Injury and Illness Prevention Program" (IIPP) which provides a guideline for DNSWMA's safety program.
- 2.22 **Immediate Family:** The lawful spouse or registered domestic partner, parent, or parent in-law, sibling, child, grandparent, grandchild, step-children, step-siblings, step-parents, step-grandparents or step-grandchildren of the employee.
- 2.23 **Involuntary Demotion:** An employee who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which he/she is demoted, shall have his/her salary reduced to the salary in the range for the new class closest to five (5) percent lower than the salary he/she received before demotion. Subject to progressive discipline, the employee has a right to appeal and request a Skelly Meeting.
- 2.24 **Job Description:** The document, which defines the general essential duties, responsibilities and required skills, training and education applicable to incumbents in that class or position.
- 2.25 **Layoff:** Termination of employment due to a reduction in force, by policy decision of the Governing Board.
- 2.26 **Leave of Absence:** Absence from duty, whether paid or not, under the provisions of Article V herein.
- 2.27 **Longevity:** Ten or more years of permanent, uninterrupted service for DNSWMA or with the City of Crescent City, the County of Del Norte, or for any future or former member of the Joint Powers Authority. Employees are entitled to tack continuous periods of service at DNSWMA with continuous periods before service at any member or former member of the JPA. For purposes of this article, changing employer employment from any member of the JPA to DNSWMA is not a break in service.
- 2.28 **PERB:** Public Employee Relations Board.
- 2.29 **Performance Improvement Plan:** A written plan devised by the Appointing Authority to assist an employee to improve deficient performance to an acceptable level.
- 2.30 **Personnel Officer:** The Director of the DNSWMA or his or her designee.

- 2.31 **Position:** A collection of tasks, duties and responsibilities assigned to and performed by one employee, as authorized by the Governing Board.
- A. **Emergency Position:** A position authorized by the Governing Board during an emergency situation in order to prevent endangerment of public health and safety, stoppage of public business, loss of life or damage to a person's property. Entitlement to benefits will be on a case-by-case basis as authorized by the Governing Board.
 - B. **Grant Position:** A position typically of limited duration created as a result of a public or private grant. Employment is contingent on grant funding and if the grant funding should cease, the position will be terminated. An employee who is laid off from a grant position shall have the same retreat rights as any employee as provided in Article X of this MOU.
 - C. **Permanent Full-Time Position:** Any position approved and allocated on the DNSWMA staffing chart by the Governing Board, in which the employee works a continuing year-round shift of thirty-five (35) hours or more per week.
 - D. **Permanent Part-Time Position:** A position, designated by the Governing Board to be permanent, in which the employee works a continuing, year-round shift averaging twenty (20) hours or more per week, but less than thirty-five (35) hours per week. All these employees are entitled to benefits provided permanent full-time employees under this MOU and such benefits are pro-rated in proportion as the part-time employees regular weekly hours bear to full-time hours for that position.
 - E. **Work Experience Position:** A temporary position which is designated to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions, or a position established to give temporary on the job training for full-time students.
- 2.32 **Probationary Period:** A period regarded as part of the examination process, which provides the Appointing Authority with an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.
- 2.33 **Progressive Discipline:** An approach to imposing disciplinary action in which a lesser penalty may be appropriate for minor offenses the first time and more severe penalties are imposed for repeating the same or other offense(s). Progressive discipline will be used when the Appointing Authority believes that progressive discipline shall serve the dual purpose of providing both corrective warning and a penalty to an employee whom the Appointing Authority intends to retain as an employee after discipline. Discipline may be imposed at any level depending upon the severity of the action of the employee. Progressive discipline shall not be required when the Appointing Authority believes dismissal to be the appropriate discipline because of the severity of the employee's conduct.
- 2.34 **Promotion:** The movement of an employee from one position in one class to a position in a class with a higher maximum salary range, or an increase in pay for an employee's current position as a result of a reclassification.

- 2.35 **Reclassification:** The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.
- 2.36 **Regular Working Day/Business Day and Overtime:** The Appointing Authority or their designee shall schedule employees work hours, consistent with the operational needs of the DNSWMA. Not all employees need work the same days or hours. The regular working/business week, shall consist of forty (40) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays, with the following exceptions:
- A. Those positions designated by the Governing Board as thirty five (35) hours per week, shall consist of thirty five (35) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays.
 - B. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may authorize an employee or group of employees to work an altered work schedule/flextime where the needs of the employee(s) make an altered work schedule/flextime either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case shall such altered work schedule/flextime be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
 - C. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may offer flextime in lieu of compensatory time off or overtime if the operational needs of the department require an employee to work more than their assigned hours in a day. The employee may decline flextime, in which case the employee shall receive either compensatory time off or overtime consistent with the provisions of this MOU.
 - D. DNSWMA gate attendants and staff on assigned standby may be regularly scheduled for shifts longer than eight (8) hours per day under the following conditions:
 - 1. Weekday shifts for gate attendants at the Transfer Station will be from 7:45 AM until 5:30 PM, including an unpaid one-hour break for lunch and two (2) paid fifteen-minute breaks. Regular shifts at the Transfer Station can extend beyond these hours if necessary to print the required reports and properly compile that day's transactions.
 - 2. Administrative staff will not schedule any gate attendant to work more than four (4) full consecutive weekday shifts at the Transfer Station except under extraordinary circumstances.
 - 3. Gate attendants at the Gasquet or Klamath small-volume transfer stations will be scheduled so that the stations are open and staffed during the posted hours. Gate attendants at these small-volume transfer stations

are allowed to take a paid lunch break and two (2) paid fifteen-minute breaks at their own schedule as customer traffic allows, and will be compensated for travel between the DNSWMA office and each small-volume transfer station or will be given access to a DNSWMA vehicle for this purpose.

4. Administrative staff will not schedule any person to be on assigned standby for the purpose of providing support and back-up to the Transfer Station for more than three (3) consecutive weekends except under extraordinary circumstances.
5. Persons scheduled to work on the weekends for the purpose of providing breaks and lunch relief for the gate attendant at the Transfer Station may be required to work more than three (3) weekend days per pay period.
6. Administrative staff will distribute a schedule for gate attendants, as well as those on assigned standby or scheduled to provide breaks and lunch relief for gate attendants, one (1) week prior to the start of each calendar month unless extraordinary circumstances require otherwise. Persons with these duties are advised to submit vacation requests at least two (2) weeks in advance of the upcoming calendar month.

2.37 **Suspension:** Temporary separation of an employee from DNSWMA service without pay for disciplinary reasons. Suspensions may only occur as a result of a disciplinary action conducted in accordance with Article XII, or Local Agency Personnel Standards (LAPS), Title 2, California Administrative Code.

2.38 **Transfer:** Movement of an employee from one position to another.

- A. **Demotional Transfer:** Movement of an employee from one position in a class to a different position in the same class at a lower rate of pay, or to a position in a different class with a lower rate of pay.
- B. **Lateral Transfer:** Movement of an employee from one position in a class to a different position in the same class and/or the same rate of pay.
- C. **Promotional Transfer:** Movement of an employee from one position to a different position at a higher rate of pay.

2.39 **Y-Rate:** A personnel action in which an employee is placed in a class with a lower maximum range of pay but continues to receive the specific bi-weekly pay rate the employee received in the higher class until such time as the rate of pay of the lower class increases to a level above the Y-rate placement, at which time the employee will be again eligible for step and cost of living increases.

ARTICLE III UNION RIGHTS

- 3.1 **Union:** All employees are eligible to join the Union with the exception of Confidential, Executive Management, Management, and Mid-Management employees as defined in Article II, sections 2.15(A), 2.15(C); 2.15(E), and 2.15(F) respectively. Confidential, Executive Management, Management, Mid-Management and Part Time/Extra-Help employees shall not represent an employee or the Union in any disciplinary action or grievance, or in a meet/confer, except that Professional employees shall be represented in disciplinary matters by a shop steward that is also a Professional employee, or Union staff. Once an employee applies for membership in the Union, they agree to maintain their membership and cannot revoke it except during the month of October of each year.
- 3.2 **Release Time:** The Union Chapter President or designee will be granted up to four (4) hours paid release time per month to conduct Union business. At least seventy two (72) hours notice will be provided of any intent to use release time under this provision. Additionally, DNSWMA will grant up to two (2) hours of paid release time for the President or designee to attend meetings of the Governing Board whenever an agenda item affects the Union or its members or represented employees. This release time will be without loss of compensation and may not be accumulated.
- 3.3 **Union Paid Release Time:** Upon written request of the Union, with not less than ten (10) days advance notice, DNSWMA will release any employee without loss of pay to attend Union functions or activities for a period not to exceed three (3) business days, consistent with the operational needs of the DNSWMA. The DNSWMA will invoice the Union for the cost of payroll and benefits for that employee within thirty (30) days of the lost time, and the Union will reimburse the DNSWMA in full within thirty (30) days of receiving a timely invoice. The total number of days that may be released under this paragraph shall not exceed three (3) days (24 hours) per calendar year, inclusive of all employees.
- 3.4 **Use of DNSWMA Facilities:** The Union is entitled to use DNSWMA facilities, including computers, networks, email and phones and interoffice mail for official Union communications. Such use shall be limited in scope and time to actual release or break time and shall not include any long distance phone charges or printing of more than one hundred fifty (150) pages per fiscal year.
- 3.5 **Release Time for Negotiations:** Union members who serve as the Union's team for bargaining are entitled to paid release time for any scheduled bargaining session, independently of any release time discussed above, and additional time as needed for meetings of the bargaining team when bargaining is open, not to exceed two (2) hours per scheduled bargaining session. The Chapter President will notify the Appointing Authority or designee, no less than twenty four (24) hours in advance, of the names of the team members along with the dates and times needed for negotiations. Such notification is an official time off request per section 3.5 of this MOU.
- 3.6 **Payroll Deduction:** The County and DNSWMA agree to the automatic deduction of Union dues, agency shop fees if applicable, voluntary Union sponsored insurance plans, and voluntary COPE contributions.

- 3.7 **Union Designated Area Representatives:** Union Designated Area Representatives on the Union Executive Board shall be Shop Stewards for the purpose of representing bargaining unit members. The Union may designate one (1) Area Representative per year, who will serve as Union Shop Steward, including the Union's Chief Steward.
- 3.8 **Representation Release Time:** No bargaining unit members shall be denied representation due to release time limits in this MOU. When the Appointing Authority or designee initiates a meeting with an employee and the employee believes the meeting could result in discipline, the employee may request Union representation pursuant to their Weingarten Rights. The meeting will be postponed for a reasonable amount of time until the parties are able to obtain Union representation. Union Officers or Area Representatives shall request representation release time in writing to the Appointing Authority or designee with as much advance notice as possible of the need for representation release time. The Appointing Authority or designee may deny such time solely based upon operational need. If it is not possible to grant time as originally requested, the supervisor shall arrange for release at the earliest possible time.
- 3.9 **Retaliation Prohibited:** In accordance with Government Code §3506, DNSWMA or Union shall not engage in acts of reprisal, coercion, intimidation, retaliation or discrimination against any employees for exercise of their rights under this Agreement, and without limitation, in particular: for serving as a Shop Steward, Bargaining Team Member or Contract Action Team Member, Union officer, for filing a grievance, testifying in a grievance or disciplinary arbitration, making any witness statement in connection with any Skelly hearing or arbitration, reporting any health and safety issue, or participating in any other protected activity under the Meyers-Milias-Brown-Act.
- 3.10 **Access to Worksites:** In accordance with Government Code §3507, official SEIU Local 1021 staff representatives shall be allowed reasonable access to worksites and contact with bargaining unit members so long as there is no undue interference with DNSWMA operations. The Union recognizes that there are designated worksite areas that are confidential in nature and access to those areas is prohibited and restricted to only those employees assigned to work in the particular worksite. Upon request from the Union President or designee at least forty eight (48) hours in advance of the planned worksite visit, such access shall be coordinated with the Appointing Authority or designee.
- 3.11 **New Employee Information and Orientation:** Each new employee in a represented classification shall be given information provided by the Union notifying the employee that the Union is the recognized employee organization for his or her classification. This information shall include a space for the new employee's name, signature and contact information. The Union shall have the opportunity to make a fifteen (15) minute presentation with new DNSWMA employee(s) as practical during the first month of their employment. The Union President shall not lose any compensation to meet with any new represented employee(s).
- A. The DNSWMA representative(s) shall be absent from the room during any sessions, meetings, or trainings conducted by the Union, with new DNSWMA employees.
- B. DNSWMA shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, work location, work, home, and personal cellular telephone numbers, home address, and personal and work e-

mail addresses of any newly hired employee within thirty (30) calendar days of the completion of any probationary period(s).

- C. At least every one hundred twenty (120) days the Union may request a full list of employees in the bargaining unit including the name, job title, work location, work, home and personal cellular telephone numbers, home address, and personal and work email addresses in a malleable electronic format.
- 3.12 **Bulletin Boards:** DNSWMA will provide bulletin board space measuring approximately 24x36 inches for the exclusive use of the Union at each worksite. The bulletin board shall be located in mutually acceptable areas. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.
- 3.13 **Right of Reasonable Notice:** The Union has the right to reasonable written notice of any new or proposed amendments to any ordinance, rule, resolution, or regulation that is directly related to matters within the scope of representation pursuant to GC 3504.5:
- A. Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions and shall give the recognized employee organization the opportunity to meet with the governing body or the boards and commissions.
- B. In cases of emergency when the governing body or the designated boards and commissions determine that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or the boards and commissions shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.
- 3.14 **No Discrimination:** Provisions of this Memorandum shall be applied to all employees without unlawful discrimination as to age, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding) race, color, creed, national origin, physical or mental disability, medical condition, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state or local law. The parties agree that prohibition against sexual discrimination includes sexual harassment. This section is to be interpreted as consistent with federal or state law.
- 3.15 **Dignity Clause:** DNSWMA and the Union are committed to providing a workplace where all employees, regardless of their classification or pay status, are treated in a manner that maintains generally accepted standards of human dignity and courtesy.
- 3.16 **Production and Distribution of the MOU:** DNSWMA will provide a copy of this MOU and any later amendments to each current employee in the bargaining unit. DNSWMA will also provide a copy of the MOU to any new employee upon hire during orientation.

- 3.17 **Conflicts of Interest:** Employees may be required to declare their private financial interests, including any outside employment. Employees must comply with the DNSWMA's Conflict of Interest Code.
- 3.18 **Notice of Actions Initiating Potential Dissolution of Joint Powers Authority:** Within thirty (30) days of any member agency of the Del Norte Solid Waste Management Authority notifying the Authority that it is taking action or actions intended to eventually result in the dissolution of this Joint Powers Authority, the Authority Director will provide written notice to the Union regarding such action(s).

**ARTICLE IV
COMPENSATION AND HOURS OF EMPLOYMENT**

- 4.1 **Salary Schedule:** The salary schedules for all positions in the bargaining unit are attached hereto as Attachment B. Hourly wages will be indicated for Refuse Site Attendant and bi-weekly wages for all other classifications.
- 4.2 **Salary Adjustment:** Effective October 27, 2023, all bargaining unit members will be paid at the range rate as outlined in Attachment B.
- 4.3 **Minimum Wage Adjustment:** No employees shall make less than the state's minimum wage rate.
- 4.4 **Altered Work Hours:**
- A. The Appointing Authority may establish an alternative work schedule for employees. Eligibility, participation in and implementation of any such work schedules shall be at the sole discretion of the Appointing Authority.
 - B. The Appointing Authority may authorize an employee to work an altered work schedule where the needs of the employee make an altered work schedule either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case shall such altered work schedule be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
 - C. Any employee or group of employees desiring an alternative schedule may request, in writing, that the Appointing Authority establish such a schedule. Such a request will be considered by the Appointing Authority, and approved if it is consistent with operational needs of DNSWMA. The Appointing Authority shall have fourteen (14) calendar days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained. If operational requirements of DNSWMA change, altered schedules may be changed by the Appointing Authority with fourteen (14) days' notice, consistent with Management's right under Article I to schedule work, working hours, and shifts. The Appointing Authority's decision shall be final and not subject to grievance under Article XI of this MOU.
 - D. **Long Term Altered Work Schedules:** The Appointing Authority, at the request of the employee(s), may establish long term alternate work schedules for individual employees or groups of employees. Alternate work schedules include, but are not limited to, for purposes of this paragraph: four (4) ten (10) hour days (also known as 4 tens), 9 80's, which consists of eight 9-hour workdays, one 8-hour workday and one additional day off every other work week, and a weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift. Establishment of an alternative work schedule may be approved if it is consistent with operational requirements. The request, and the approval or denial, must be in writing. Permanent changes or cancellations of the alternate work schedule for cause may not be made without fourteen (14) days notice to the affected parties. Any proposed termination of such schedule will be appealable to the Appointing

Authority within five (5) working days of notification of its termination. The Appointing Authority's decision will be final and not subject to grievance under Article XI of this MOU. In no case will alternate work schedules be approved if to do so would result in a violation of the Federal Labor Standards Act or require payment of overtime compensation.

- 4.5 **Beginning Salary:** Newly hired employees will be compensated at Step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the Appointing Authority may request the Governing Board to appoint at a higher step, but in no event higher than Step C. The Governing Board must approve appointment at a step higher than Step A.
- 4.6 **Bilingual Pay:** An employee in a position that has been approved by the Appointing Authority as requiring the use of bilingual skills on a continuing basis averaging ten percent (10%) of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretive, or translation work. The ten percent (10%) standard is verified in writing by the Appointing Authority on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language.
- A. The position must be in a work setting where the bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities.
 - B. Upon qualification, employees in the designated positions will be compensated at a rate of one hundred dollars (\$100) per pay period. Continuing payment shall be based upon the quarterly verification and approval by the Appointing Authority. In the event of two or more employees in the department with bilingual skills, the Appointing Authority may request certification of those skills and appoint from the list of certified employees. If the employees are equally qualified, the more senior employee shall be selected.
 - C. Employees shall no longer be eligible for bilingual pay when they are absent from work due to an extended Federal or State leave (i.e., FMLA or CFRA) or otherwise in an inactive work status.
- 4.7 **Training Pay:** A Non-Exempt employee in a position that has been assigned to train new employees may qualify for training pay. Training duties include educating and supervising new employees during specifically scheduled training shifts. They may also include retraining of existing employees during specifically scheduled training shifts. Employees in the designated positions will be compensated at a rate of two dollars (\$2) per hour for each scheduled hour of training in addition to their regular hourly pay.
- 4.8 **Hazardous Condition Standby Pay:** Non-Exempt employees who are scheduled to work, but are unable to do so due to hazardous conditions at the work site, will be compensated in accordance with this section. Hazardous conditions are those in which it is unsafe for employees to be at the work site including, but not limited to, natural disasters, active shooter situations, or chemical spills. For purposes of this section, "standby" is defined as the period

of time in which the employee is scheduled to work and must be available to provide services when needed should the hazardous conditions improve. "Available" means that, during the entire scheduled work period, the employee can be contacted immediately to notify them of the improved conditions, either by telephone or other means of communication, and that the employee is able to report to the work site within thirty (30) minutes of the contact. An employee covered under this section will be compensated at their normal rate of pay for the entire scheduled work period regardless of whether conditions allow work to resume at the work site.

- 4.9 **Protection from Wildfire Smoke:** This section applies to all employees and assumes physical health is normal. In smoky conditions, the Appointing Authority or designee shall monitor the Air Quality Index (AQI) for PM2.5 at open facility locations using the current official recommended website by the North Coast Unified Air Quality Management District. All current CalOSHA guidelines for a non-utility will be followed.
- 4.10 **Monthly Safety Meetings:** Non-Exempt employees who are otherwise not scheduled to work on the day of the mandatory Monthly Safety Meeting will be compensated for a minimum of two (2) hours of work time. Only time actually worked will be subject to the appropriate overtime provisions.
- 4.11 **Probationary and Annual Salary Increases:** Employees who are subject to a six (6) month probationary period, and who attain permanent status shall progress from their current step to the next step within a range on the salary schedule effective on their probationary evaluation date. Employees shall progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until Step E is attained, provided that the employee's work performance is at a satisfactory level or above. In the event of a below satisfactory rating, the step increase will be effective upon attaining a satisfactory rating following completion of a Performance Improvement Plan. The Appointing Authority will make recommendation to the Personnel Officer for approval. Any employee whose performance is determined below satisfactory shall be given fifteen (15) working days' notice prior to the step increase due date that a step increase will not be provided.
- 4.12 **Longevity Step Increases:** After completion of ten (10) years of uninterrupted, continuous service, an employee shall advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service, an employee shall advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee shall advance to step H of the appropriate range. After completion of twenty five (25) years of uninterrupted, continuous service, an employee shall advance to step I of the appropriate range. After completion of thirty (30) years of uninterrupted, continuous service, an employee shall advance to step J of the appropriate range. An employee on step F, G, H, I, or J, if promoted, will remain at their longevity step in the new salary range.
- 4.13 **Step Placement After Promotion or Open Hiring:** If an employee is promoted or applies and is selected through open hiring for a position in a higher classification, the

employee shall be placed at the lowest step of the new salary range that insures a minimum of 5 percent (5%) increase in salary; provided, however, that this placement does not conflict with section 4.12 Longevity Step Increases. In the event the promotion or open hiring for a position in a higher class places the employee in a class paid less than five percent (5%) more than the old class, the employee will be placed at the same step in the new range that he or she held in the old range.

If an employee applies for and is selected through open hiring for a position in a lower classification, the employee shall be placed at the highest step of the new salary range that insures the least loss of pay; provided, however, that placement shall not conflict with section 4.12 Longevity Step Increases.

- 4.14 **Step Placement After Salary Range Adjustment:** An employee shall be placed at the lowest step of the new salary range that results in no loss of pay.
- 4.15 **Y-Rating:** An employee who is Y-rated shall continue to receive the exact biweekly salary received at the time the Y-Rate is implemented, until such time as the dollar value of the salary range to which he or she is assigned increases to a level above the Y-Rate placement, at which time the employee will be again eligible for step and cost of living increases.
- 4.16 **Out of Class Assignment:** This provision shall apply when an employee is specifically assigned by the Appointing Authority or designee, and performs on a temporary basis, the full duties of a higher-level position, in which there is no incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation shall be at the pay rate of the higher-level position, and shall be calculated as though the employee has been promoted to the higher-level position, except as calculated in 4.16.E.
- A. Prior to an authorized out of class assignment, the Appointing Authority or designee shall meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation will then be forwarded to the Personnel Officer for approval.
 - B. Employees, except those provided for in C and D below, shall be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.
 - C. Employees designated as Mid Management or Professional shall be compensated after working ten (10) days in the higher level position.
 - D. Employees whose job description includes assuming the duties of a higher-level position shall be compensated at the higher rate commencing on the sixth (6th) consecutive day, provided that the employee is not designated as Mid-Management/Professional or exempt.
 - E. When an employee is assigned by the Appointing Authority or designee, part of the job duties of a higher-level position, the employee shall be compensated an adequate differential. The compensation will be paid in the manner provided for in subsection B, C or D above. Differentials shall be recommended by the

Appointing Authority based upon the agreed upon percentage of higher-level duties assigned to the employee, with final approval by the Personnel Officer. The differential shall be a flat amount and shall not exceed the amount that would be paid had the employee been promoted.

- F. The differential per section 4.16.E shall be calculated by taking the biweekly amount at Step A of the higher level position less the biweekly amount at Step A of the employee's current position, multiplied by the percentage of duties as agreed upon in section 4.16.E.
- 4.17 **Pay Day:** All employees will be paid on a bi-weekly basis. If a normal bi-weekly pay day falls on a holiday, then the pay day will be the last regular working/business day before the holiday or holidays. The pay period runs from Friday through the following Thursday, paid on the Friday of the following week.
- 4.18 **Overtime:** Employees shall not work overtime except when necessary and required by the Appointing Authority. Overtime shall be calculated at the weekly rate. Overtime shall not be paid to employees that elect to work an altered work schedule or flextime pursuant to Article II, section 2.17 Definitions or Article IV, section 4.4 Altered Work Hours of this MOU.
- A. **Weekly Overtime:** If a non-FLSA exempt employee is required to work longer than forty (40) hours in a week (including any vacation time and including holiday time), he or she shall be paid at time and a half (1.5) for any time worked in excess of the regularly scheduled hours. Call back time as provided for in section 4.33 shall remain as stated.
- B. **Vacation Rule:** Employees may not take vacations on days which they work if the combined work and vacation time would result in exceeding the employee's regularly assigned non-overtime working hours for the day. In general, the Appointing Authority will not authorize vacation time which could result in daily or weekly overtime, unless absolutely necessary to meet emergency needs of DNSWMA. Sick time and compensatory time off do not count towards overtime calculation.
- C. **Overtime Limitation:** Any employee earning less than 130 percent of the California State minimum wage shall not be subject to the provision in this paragraph with respect to applicable overtime penalties. Instead, the more restrictive California Industrial Wage Commission order shall apply.
- D. **Exempt Employee:** If an FLSA-exempt employee covered by this Agreement is required to work more than six (6) days consecutively, or more than sixty (60) hours in a week, time worked in excess shall be accrued compensatory time off at a rate of two (2) hours per hour worked on the seventh day or over sixty (60) hours. Exempt employees may exercise flex time within the pay period.
- 4.19 **Compensatory Time Off:** The Appointing Authority shall determine whether employees receive overtime pay or compensatory time off (CTO) for overtime worked, subject to the following conditions:

- A. If an FLSA covered non-exempt employee is required to work overtime, above, the Appointing Authority may opt to provide, in lieu of overtime rates, corresponding compensatory time off at the corresponding rate. For example, an hour of time equals one and one half (1.5) hours of compensatory time off. Employees may accumulate up to one hundred twenty (120) hours of compensatory time off, provided that in an emergency, if an employee accrues more than that which is allowed, the Appointing Authority, with the approval of the Personnel Officer, can permit additional hours. Employees entitled to overtime may request CTO in lieu, which shall be granted unless inconsistent with operational necessity.
- B. Use of Banked CTO: An employee must request the use of CTO in writing, on the provided form. DNSWMA shall grant the employee's request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on the DNSWMA's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services. DNSWMA will, to the extent practical, grant requests for particular days off, if it is consistent with operational needs.
- C. Exempt employees may receive CTO under section 4.18D. For exempt employees, one (1) hour of Assigned Standby (on-call) time will equal one (1) hour of CTO. Exempt employees must request the use of CTO in writing, on the provided form. In addition, they will make every effort to use CTO within sixty (60) days, unless doing so would unduly disrupt operations. Exempt employees will not be entitled to carry over CTO over forty (40) hours earned in a year to the following year without the written permission of the Personnel Officer. At the end of the fiscal year, exempt employees may either receive pay equivalent to time worked for CTO over forty (40) hours or donate such hours to the Catastrophic Leave Bank in lieu of cash-out. Such donations must be made in increments of at least four (4) hours or more.

4.20 **Travel Time:** Commuting between home and the work site/DNSWMA office is not normally work time and is not included as working hours for purposes of compensation or overtime computations.

- A. Unusual home to work travel may be working time if the employee is required to travel substantial distances to a place other than his or her normal worksite outside of the normal work shift. This provision applies where, following the employee's normal work shift, the employee is called out for emergency services at other than the normal workplace, and the distance traveled is in excess of five (5) miles.
- B. Additionally, travel in connection with a special "one day" assignment away from the regular work site which requires travel of a substantial distance, (greater than five (5) miles each way) will be considered working time.
- C. Travel where work is being performed during the travel is work time. This includes work transporting people, goods or waste.

- 4.21 **Travel Away From Home:** Travel on overnight trips away from home is working time, regardless of whether or not it is a normal work day or normal working hours. The DNSWMA Travel Policy should be reviewed for all DNSWMA related travel.

When an employee is required to travel to an out-of-town location for work-related purposes, the time spent traveling to and from that location shall be considered work time and compensated as such whether during or outside normal working hours. This includes all time spent as a passenger on an airplane, bus, taxicab, car or other mode of transportation, including time spent waiting to purchase a ticket, check baggage, or board an airplane, bus, taxicab or other mode of transportation.

- 4.22 **Exclusions From Compensated Travel Time:** Regular meal periods while traveling are not working time. When an employee's regular work shift includes a regular meal period such as lunch or dinner, the regular length of that meal period will be excluded from working time while traveling.

- A. Any time spent as an employee sleeping or consuming meals while traveling is not working time.
- B. Any time spent on activities of a personal nature, such as visiting friends or relatives, sightseeing, or the like, while traveling at the destination point, or enroute, is not working time.
- C. Nothing in these provisions shall deprive any employee of compensation provided in the FLSA or California Industrial Welfare Commission Orders.

- 4.23 **Reimbursed Mileage and Transportation:**

- A. The guidelines and amount approved by the Internal Revenue Service determine the reimbursement rate for each mile traveled on DNSWMA business.
- B. Use of Vehicles:
 - 1. When an employee is required to use a vehicle to conduct DNSWMA business a DNSWMA vehicle must be used unless one is not available or the employee is ineligible to use one.

If on the next day travel starts prior to normal business hours and if a DNSWMA vehicle is available and already assigned, the employee can pick up the vehicle the night before the scheduled out of town travel.

- 2. In the event a DNSWMA vehicle is not available and the employee is required to use a personal vehicle, the employee will be reimbursed for mileage incurred during that travel. In lieu of mileage, the employee may elect to use the DNSWMA issued credit card or submit receipts to be reimbursed for the cost of fuel.

3. Determination of the best mode of transportation for DNSWMA travel shall be made using the DNSWMA Travel Policy.
4. For the calculation of eligible travel miles, DNSWMA will use an internet based mapping program. The two acceptable programs are Google Maps and Mapquest. The approved route will be the one that has the least amount of miles traveled, unless there are specific reasons why that route cannot be used (road closure, etc.). Questions of reasonableness as to mileage reimbursement will be determined by the Appointing Authority or designee.

4.24 **Reimbursed Lodging:** When it is necessary for employees to be lodged overnight out of the area while on approved DNSWMA business, DNSWMA will reimburse employees for actual cost of the room as evidenced by an itemized receipt issued by the hotel or motel, with the following limitations:

All lodging reimbursements require an itemized receipt issued by the motel. Lodging charges shall not exceed \$300.00 per night, plus tax, single occupancy. The Appointing Authority may approve extraordinary costs above these limits on a case-by-case basis when the Personnel Officer determines that higher cost is unavoidable, or is in the best interest of DNSWMA.

4.25 **Reimbursed Meals:** Reimbursement for meals shall be as follows: \$15.00 for breakfast, \$15.00 for lunch, and \$30.00 for dinner.

A. The following guidelines determine the time frames applicable for reimbursement of meal expenses:

Breakfast: Travel begins on or before 6:00 a.m. and ends on or after 8:00 a.m.

Lunch: Travel begins on or before 11:00 a.m. and ends on or after 1:00 p.m.

Dinner: Travel begins on or before 5:00 p.m. and ends on or after 7:00 p.m.

B. The per diem is the maximum to which an employee will be entitled unless attending a conference or training event in which the conference or training has an included meal that was not part of the registration fee. In this case, the employee will be reimbursed the additional amount upon presentation of evidence (registration of the higher charge).

C. When meals are included in the registration cost for a conference or seminar, the actual cost of the meal will be paid as part of the registration fee. A separate per diem payment for that meal will not be allowed. In the event of a special dietary need of an employee or a religious exemption, the Appointing Authority or designee may authorize reasonable accommodations for travel, lodging and meals. If a breakfast meal is not provided, the above breakfast meal allowance will be reimbursed.

4.26 **Reimbursement for Incidentals:** In addition to travel, lodging and meal expenses, employees who incur reasonable incidental expenses such as, but not limited to, parking, ferry, bus, taxi fare, and rental cars while on approved DNSWMA business will be approved for the actual and necessary costs. Receipts are required for any amount

unless a receipt is unavailable which will then require a written statement by the employee (i.e., bridge tolls). Valet parking is an allowable cost if it is the only option available. Gratuities are not an allowable cost. Questions of reasonableness as to incidental reimbursement will be determined by the Personnel Officer.

- 4.27 **Excess Unusual Expenses:** Whenever an employee incurs expenses in excess of the maximum set forth above, or when circumstances rendering expenses necessary that are normally not covered, the employee may be reimbursed for the excess if the employee establishes to the satisfaction of the Appointing Authority or designee that the expense was necessary in light of all of the circumstances.
- 4.28 **Appeal:** If an employee is not satisfied with the disposition of the claim by the designee, a final determination may be sought from the Authority Board.
- 4.29 **Tax Consequences of Travel Reimbursement:** Travel reimbursements may or may not have tax consequences for the employee. Employees may wish to keep receipts even if they are receiving per diems for tax reasons. By requiring the employee to account for his or her expenses, DNSWMA has sought to avoid the requirement that all reimbursements be reported as income to the employee. Employees should be aware of the fact that audits by federal or state tax authorities may necessitate retention of receipts. By not requiring receipts for certain expenses, the burden of producing receipts in the event of an audit is on the employee.
- 4.30 **Mileage Expenses:** Travel within the County shall be by DNSWMA vehicle whenever possible. When a DNSWMA vehicle is available, but the employee chooses to use a personal vehicle the mileage reimbursement shall not apply. When the personal vehicle of an employee is required to be used for DNSWMA business, the reimbursement shall be set at the maximum rate allowed by federal regulations with the taxable status of the reimbursement (IRS mileage rates).
- A. Travel between home and office is not reimbursable.
 - B. Travel from office to office and return, on DNSWMA business, is reimbursable.
 - C. Travel between home and DNSWMA business destination (excluding office) may be partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable. Mileage shall be computed from the employee's designated workplace. If travel begins from the employee's residence, mileage shall be calculated from the residence or workplace, whichever is less.
- 4.31 **Training Attendance:** Employees shall not be required to attend training sessions or seminars unless DNSWMA pays all actual and necessary costs.
- 4.32 **Assigned Standby:** Employees who are assigned standby duty (on call) by their Appointing Authority on weekends, overnight or on holidays will be compensated or given compensatory time off in accordance with this section. For purposes of this section, "assigned standby" is defined as a period of time during which an employee designated by his/her Appointing Authority must be available to provide services when

needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact. "Commence providing services" means either to give the needed service on the telephone or other means of communication, or to proceed to the location where the services are to be performed. "Weekend" means Saturday and Sunday. An employee responding to a location to provide services shall start their work time upon departure to the work site and end the work time upon returning home or at other location from where the response began. For purposes of mileage reimbursement, calculation of mileage shall also start upon departure to the work site and end upon returning home or at other location from where the response began. For purposes of calculating standby pay, one (1) day shall consist of a twenty-four (24) hour period beginning at 12:00 a.m.

- A. A Non-Exempt employee will be compensated at his/her normal rate of pay or be given compensatory time off at a rate of two (2) hours for each eight (8) hours of assigned standby time, excluding any hour during which the employee is paid or given compensatory time off for performing services pursuant to the subsection which follows.
- B. When a Non-Exempt employee performs services during an assigned period, he or she will be compensated or given compensatory time off at the rate of one (1) hour for each hour worked. When the work performed qualifies for overtime compensation under section 4.18, compensation or overtime will be granted in accordance with the corresponding overtime rate. However, in all cases the employee will be compensated or given compensatory time off for a minimum of two (2) hours. The employee may receive Compensatory Time Off (CTO) at the request of the employee and upon the approval of the Appointing Authority. However, an employee must choose between wages or CTO. An employee does not have the option to split the hours between paid wages and CTO during any one (1) standby period. When the work performed qualifies for overtime compensation under section 4.18, overtime compensation or CTO shall be granted in accordance with the corresponding overtime rate. If a Non-Exempt employee reaches the maximum accrued CTO of one hundred twenty (120) hours per section 4.19A, the employee shall be paid at his or her normal rate of pay and the option to choose CTO will be waived.
- C. Exempt employees shall receive CTO under this provision and per section 4.19C, or utilize Flextime in accordance with Article II, section 2.17.
- D. Whenever possible, employees who are assigned standby duty will be given equivalent time off during the same pay period in order to minimize overtime.
- E. Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during a standby period as defined above shall receive no standby compensation for the entire standby period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond their control, this paragraph will not apply.

4.33 **Call Back Time:** Employees shall be compensated for call back time. Call back time is defined as only those instances when an employee is ordered back to work without prior

notice after completing a shift and leaving the worksite. The use of call-back shall be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Responses to phone calls or working at home are not considered call-back duty. When called back to work, travel time shall be considered time worked. An employee who is called back shall be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call back time is not considered flex time or an alternative work schedule. Call back time earned may be compensated by pay or compensatory time off at the option of the Appointing Authority. With approval from the Appointing Authority or designee, an employee's response to phone calls shall be compensated at a minimum of one (1) hour at his or her normal rate of pay.

- 4.34 **Rest Breaks:** All employees are entitled to one paid fifteen (15) minute rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen (15) minute period. The Appointing Authority or designee shall schedule individual employee's rest breaks so as to provide for the proper and efficient administration of DNSWMA's function.
- 4.35 **Direct Deposit:** All new employees will be required to receive their pay as direct deposit, unless waived by the Personnel Officer for extraordinary circumstances, under procedures established by the Auditor-Controller.
- 4.36 **State Disability Insurance:** All qualified employees are covered by the State Disability Insurance Plan (SDI) with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction which is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit to an amount equal to, but not greater than, the employee's regular salary.
- 4.37 **Production and Distribution of the MOU:** DNSWMA will provide a copy of this MOU and any later amendments to each current employee in the bargaining unit. DNSWMA will also provide a copy of the MOU to any new employee upon hire.
- 4.38 **Conflicts of Interest:** Employees may be required to declare their private financial interests, including any outside employment.
- 4.39 **Public Records Request:** Certain employee information may be required to be released under the California Public Records Act in accordance with Government Code 6250, et. seq.

**ARTICLE V
AUTHORIZED ABSENCE**

5.1 **Entitlement:** All permanent full-time, permanent part-time, and probationary employees are entitled to authorized absence subject to the provisions and exceptions of this Article. Paid time addressed in this article illustrates time for full time employees.

- A. Permanent part-time employees receive paid holidays, vacation and sick leave based upon the position's allocated percentage of full-time. For example, an allocated position that works twenty (20) hours a work week in a forty (40) hour work week will earn fifty percent (50%) of the amount that is earned by a full-time employee.
- B. Employees entitled to holidays, vacation and sick leave shall accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual. Vacation will be available for use after completion of six (6) months of continuous employment.
- C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee shall request time off in writing in advance with the Appointing Authority or designee. Approval of all requests shall be governed by the needs of DNSWMA (subject to FLSA). However, employee requests shall not be denied unless operational necessity requires it. A denial shall be provided to the employee in writing, and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure shall also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. The Appointing Authority or designee may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours notice. Compensatory time off, which is required to be taken off under this paragraph, must be taken in full day increments.

5.2 **Holidays:** Eligible employees are entitled to the following Holidays with pay up to a maximum of eight (8) hours:

New Year's Day.....	January 1
Dr. Martin Luther King's Birthday.....	Third Monday in January
Lincoln's Birthday.....	Friday prior to third Monday in February
Washington's Birthday.....	Third Monday in February
Easter.....	varies from March 21 to April 19
César Chávez Day.....	Last Monday in March
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving Day.....	Friday following Thanksgiving

Work day before or after the Christmas holiday and

Christmas Day.....December 25th or when:
Dec. 25th falls on a Monday, the paid holidays shall be Monday 12/25 & Tuesday 12/26
Dec. 25th falls on a Tuesday, the paid holidays shall be Monday 12/24 & Tuesday 12/25
Dec. 25th falls on a Wednesday, the paid holidays shall be Tuesday 12/24 & Wed. 12/25
Dec. 25th falls on a Thursday, the paid holidays shall be Thursday 12/25 & Friday 12/26
Dec 25th falls on a Friday, the paid holidays shall be Thursday 12/24 & Friday 12/25
Dec 25th falls on a Saturday, the paid holidays shall be Friday 12/24 & Saturday 12/25
Dec 25th falls on a Sunday, the paid holidays shall be Sunday 12/25 & Monday 12/26

- A. Additionally, eligible employees will accrue three (3) (total of twenty four (24) hours) floating holidays per fiscal year. Employees hired during the period of July 1 through December 31 are eligible for three (3) (total of twenty four (24) hours) holidays during the first fiscal year of employment. Employees hired during the period January 1 through March 31 are entitled to two (2) (total of sixteen (16) hours) floating holidays during the first fiscal year of employment. Employees hired from April 1 through June 30 are not eligible for a floating holiday during the first fiscal year. These holidays may be used at any time with approval of the Appointing Authority or designee. Floating holidays may only be used in full day (eight (8) hour) increments; they may not be taken on an hourly basis. If not taken during the last full pay period in June of each fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.
- B. If a holiday falls on a Saturday, the preceding Friday shall be a holiday. If a holiday falls on a Sunday, the following Monday shall be a holiday.
- C. Additionally, the Governing Board may declare an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or other special occasion. Such day shall be treated as a holiday.
- D. If an employee is required to work on a recognized holiday, or if the employee's regular day off falls on a holiday, the employee will receive up to eight (8) hours of holiday pay on that day. The employee may, if mutually agreeable with the employer, take a holiday on an alternate day within the same pay week.

5.3 **Vacation:** Eligible employees are entitled to paid vacation as follows:

- A. No changes to this MOU shall reduce vacation accrual rates of current DNSWMA employees.
- B. Employees shall accrue vacation at a rate equal to the following annual vacation days:
 - From the beginning of year 1 through completion of year 1 of continuous service.....5 days per year
 - From the beginning of year 2 through completion of year 5 of continuous service.....10 days per year
 - From the beginning of year 6 through the completion of year 10 of continuous service.....15 days per year

From the beginning of year 11 through completion of year 15 of continuous service.....20 days per year
From the beginning of year 16 and each year thereafter of continuous service.....25 days per year

- C. Employees designated by the Governing Board as Professional or FLSA-Exempt, shall be entitled to five (5) days of vacation per year in addition to the time provided under 5.3B above.
- D. An employee who terminates during the initial six (6) months of service shall not be entitled to vacation leave or payment for accrued vacation.
- E. At no time may employees accrue more than the number of days of vacation they are entitled to earn in a one and a half (1.5) year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number. The Appointing Authority or designee may require an employee who has reached maximum vacation accrual to schedule time off by giving the employee no less than five (5) regular working/business days' notice. The Appointing Authority or designee and the employee shall agree the time off will be taken as soon as reasonably feasible but not later than thirty (30) days after notice has been given. Notice per this section shall be in writing.
- F. Employees eligible for vacation usage will be compensated for unused vacation upon separation from service.
- G. Vacation shall continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.
- H. Vacation Cash Out: Once per fiscal year, an employee with a minimum of five (5) years of continuous DNSWMA service and who has used a minimum of forty (40) hours of vacation during the previous twelve (12) months, may elect to convert up to forty (40) hours of vacation to a cash payment at the employee's base hourly rate of pay, if it will not reduce the employee's vacation balance below forty (40) hours at the time the payment is made. Vacation hours being cashed out must be paid out no later than the final pay day that falls within the fiscal year the hours are being applied to. An employee's written request to cash-out vacation hours must accompany the employee's timecard to be processed by payroll.

5.4 **Scheduling of Vacation and Floating Holidays**: Employees shall request time off in writing in advance with his/her Appointing Authority or designee. Vacation or floating holiday scheduling is subject to the operational needs of the DNSWMA. Vacation or floating holiday requests shall not be denied unless operational needs of the DNSWMA so dictate. A denial shall be provided to the employee in writing and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee shall be allowed to those days off, unless an emergency occurs rendering the employee's attendance necessary.

5.5 **Sick Leave:** All eligible employees earn sick leave with pay. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify his/her Appointing Authority as early as possible but not later than one (1) hour before the workday begins when practicable. For purposes of this section, "workday begins" is defined as 7:45 a.m. on Monday through Friday and 8:45 a.m. on Saturday and Sunday. Sick leave benefit is as follows:

- A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.
- B. Sick leave will only be authorized for illness of an employee, his/her immediate family, member of the employee's household, or a "designated person," defined as "any individual related by blood or whose association with the employee is the equivalent of a family relationship." An employee may identify a designated person at the time they request leave. Abuse of this sick leave provision may be cause for discipline. The Appointing Authority is responsible for ensuring that the sick leave is not misused.
- C. The Personnel Officer may require employees returning to work after a lengthy sick leave in excess of ten (10) continuous working days to present a fitness for duty certification from a qualified health care provider verifying that the employee is able to perform the essential functions of their job position. Such certification shall be submitted directly to the Personnel Officer prior to the employee returning to work.
- D. Sick leave may be used for purposes such as: personal illness or injury; medical, mental health or dental appointments for the employee or for his or her immediate family members; or required attendance of the employee upon a sick or injured spouse or other member of immediate family defined in section B above.
- E. Those employees separating in good standing between five (5) and ten (10) years of continuous service will be compensated at a rate of ten percent (10%) for accumulated unused sick leave.
- F. Upon separation from DNSWMA employment in good standing, those employees with ten (10) or more years of continuous service will be compensated at a rate of twenty five percent (25%) for accumulated unused sick leave hours. Separation from employment under other conditions shall not qualify for payment. The employee shall have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.
- G. Upon retirement, accumulated unused sick leave hours will be eligible for payment at a rate of fifty percent (50%), or retiring employees may choose to apply 100% of their unused sick leave towards PERS retirement credit. Fifty percent (50%) payment for unused sick leave is not available to retiring employees who are qualified for, and elect to receive, the medical insurance plan provided by Del Norte County under Article IX, section 9.9 of this MOU. Retiring employees may choose one benefit or the other, but not both.

- 5.6 **Vacation and Sick Leave:** Vacation and sick leave shall continue to accrue while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. Leave is only accrued for DNSWMA-paid hours. An employee shall use accrued sick leave, compensatory time off, and/or vacation time to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation. When the accrued sick leave, compensatory time off, and/or vacation hours are exhausted, the employee may request a leave under section 5.11 of this MOU.
- 5.7 **Use of Banked CTO:** An employee shall request the use of CTO in writing, on the DNSWMA provided form. The Appointing Authority or designee shall grant the employee's request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on DNSWMA's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services. The Personnel Officer shall, to the extent practical, grant requests for particular days off, if it is consistent with operational needs.
- Employees shall be compensated for unused compensatory time upon separation from service at the employee's base hourly rate at the time of separation.
- 5.8 **Bereavement Leave:** The Appointing Authority shall authorize paid leave of up to five (5) days following the death of a member of the employee's immediate family as defined in Article II, section 2.22 of this MOU. This leave must be taken within one (1) year of the date of death.
- 5.9 **Jury Duty and Witness Leave:** The Appointing Authority shall authorize time off as needed for jury duty. If the employee transfers the fees paid for jury duty service, exclusive of mileage, to DNSWMA, then full pay will be continued during the leave. If vacation, compensatory time or other paid day off is used, the jury fees need not be paid to DNSWMA. Employees subpoenaed by a court of law to serve as a witness arising out of their employment with DNSWMA shall be deemed to be on duty and shall be entitled to their regular pay provided they transfer any fees for such service, exclusive of mileage, to DNSWMA. Employees who appear in court in a private matter shall not be entitled to regular pay for such service but may use vacation or compensatory leave, authorized by the Appointing Authority and consistent with section 5.4 of this Agreement. Time off for victims of crimes shall be authorized as consistent with Section 230 of the California Labor Code.
- 5.10 **Military Leave:** In accordance with federal law, employees shall be entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code.
- 5.11 **Leave of Absence Without Pay:** Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the Appointing Authority and the Personnel Officer. Leaves may be granted for:

- A. Personal reasons which do not cause inconvenience to the DNSWMA, not to exceed thirty (30) days in duration.
- B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.
- C. An unpaid leave of absence may be extended up to one (1) year, upon finding of unusual or special circumstances, if recommended by the Appointing Authority and approved by the Personnel Officer. Failure to report for duty after a leave of absence has expired, been disapproved or canceled will be considered an automatic resignation.
- D. Prior to a leave of absence expiring or being canceled, the Personnel Officer shall notify the employee at least ten (10) working/business days prior to the end of the leave period. Notification shall be by regular and Certified U.S. Mail to the last known address of the employee.
- E. Whenever an employee has been granted a leave of absence without pay and desires to return before the expiration of such leave, the employee will submit written notice to the Appointing Authority and the Personnel Officer. For medical leave of absence, section 5.5C shall apply.
- F. An unpaid leave of absence will cause a break in service, and the employee's anniversary date, evaluation date, and longevity date will be adjusted to reflect the length of time not credited to total service, except as provided under section 5.12. An employee's seniority shall be frozen at the time of the break in service and will continue to accrue at such time as the employee returns to paid status.
- G. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided under section 5.12. However the employee may continue to participate in medical, dental, life, and vision insurance, by paying the monthly premiums at group rates.
- H. The Appointing Authority may at his or her discretion approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has insufficient accrued paid time. This time off will not be subject to approval by the Personnel Officer, and will not cause any seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions of section 5.11.

5.12 **Family and Medical Leave:** DNSWMA will provide up to twelve (12) weeks of Family and Medical Leave in a twelve (12) month period for eligible employees as required by State and Federal law. To be eligible, an employee shall have at least twelve (12) months of service, and have worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period prior to the date for which leave is requested. Nothing in this paragraph waives any statutory rights of any employee. Medical Certification by a qualified care provider shall be required for any FMLA/CFRA leave and shall be granted as provided by law.

- A. Family and Medical Leave is only permitted for the following reasons:

1. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position (such as surgery, an illness or injury that involves medical care and prevents the employee from reporting to work for more than three (3) consecutive calendar days; or a chronic medical condition that causes episodic absences rather than a continuing period of incapacity, etc.;
 2. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;
 3. The birth of a child or to care for a newborn child of an employee;
 4. The placement of a child with an employee in connection with the adoption or foster care of a child;
 5. Leave for a "qualifying exigency" arising out of the employee's spouse, son, daughter, or parent on active duty or called to active duty status in the regular Armed Forces, National Guard or Reserves who is deployed by the military to a foreign country; and/or
 6. Leave to care for a spouse, son, daughter, parent, or "next of kin" service member or veteran who has a serious injury or illness in the line of duty while on active military duty of the United States Armed Forces, National Guard or Reserves within five (5) years of discharge of the military.
- B. Although Federal (FMLA) and State (CFRA) regulations provide for unpaid leave for the above qualifying reasons, DNSWMA requires employees to substitute accrued paid leave for unpaid leave under the policy. Paid leave shall consist of accrued sick leave, compensatory time, vacation, floating holidays or awarded administrative days off. Floating holidays or awarded administrative days off must be used in accordance with sections 5.2A and 5.14. If an employee does not meet the requirements for taking paid leave or does not have enough accruals for the duration of the leave period, the employee remains entitled to take the remaining leave time as unpaid leave up to the maximum twelve (12) week entitlement.
- C. Employees may be eligible to collect partial wage replacement while on FMLA/CFRA leave through State Disability Insurance (SDI) or Paid Family Leave (PFL) administered by the California Employment Development Department (EDD). Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the SDI/PFL Program. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability or family leave.
- D. The SDI/PFL benefit pays approximately sixty (60) to seventy (70) percent of wages up to a maximum weekly benefit amount. DNSWMA integrates payment for the remaining thirty (30) to forty (40) percent of base salary if sick leave or other accrued leave time is available to draw from when the absence begins.

- E. Any absence that qualifies as an approved FMLA/CFRA leave will not be counted against any employee for purposes of determining excessive sick leave usage.

5.13 **Pregnancy Disability Leave:** Normal pregnancy and/or complications arising from pregnancy shall be considered an illness. DNSWMA will adhere to the provisions of the California Pregnancy Disability Leave (PDL) in all situations when a woman is actually disabled by her pregnancy, childbirth, or a related medical condition. An employee may be eligible for leave of absence without pay for pregnancy disability leave of up to four (4) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Sick leave shall run concurrent with any period of PDL absence. Employees on pregnancy disability leave may be eligible to collect partial wage replacement through State Disability Insurance (SDI) administered by the California Employment Development Department (EDD). Vacation or floating holidays may be used only upon written request of the employee.

- A. Employees disabled by pregnancy may, if eligible under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA), be entitled to additional time off for parenting leave (aka baby bonding time) following the period of incapacity related to the pregnancy disability. Medical certification from a qualified health care provider may be required under FMLA and/or CFRA.

- B. An employee who takes PDL retains the status of employee during the period of leave. Furthermore, the leave does not constitute a break in service for purposes of longevity and seniority. An employee returning to work from PDL is entitled to be restored to the same position of employment or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, as provided by law.

5.14 **Administrative Leave:** Where an employee, or a group of employees, has performed meritorious service, the Appointing Authority may, in his or her discretion, grant up to three (3) days, in eight (8) hour increments, to a maximum of twenty-four (24) hours of administrative leave with pay per employee during the fiscal year, in addition to any other holidays or leave available to the employee. Such days must be taken during the same fiscal year.

5.15 **Catastrophic Leave:** Catastrophic leave is a paid leave of absence due to a verifiable, long-term catastrophic illness or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. Catastrophic leave time is paid from hours donated by other DNSWMA employees.

- A. **Responsibility:**

1. The County Human Resources Manager in conjunction with the Auditor/Controller will be responsible for the administration of the catastrophic leave program. The Human Resources Manager will determine employee eligibility and ensure compliance with HIPAA. The Auditor/Controller shall be responsible for monitoring the usage and balances of the leave bank, and shall provide the Union with quarterly time balance reports.

2. The Union will be responsible for soliciting donations to the leave bank. The Auditor/Controller shall notice the Union President the bank balance at the end of each fiscal year.

B. Eligibility and Approval Process for Use of Catastrophic Leave Bank: All permanent employees shall be eligible to withdraw hours from the Catastrophic Leave Bank that meets the following criteria:

1. Successful completion of twenty-six (26) pay periods in paid status.
2. Have donated a minimum of one day (8 hours) to the Bank.
3. Provide Human Resources with written documentation of the employee's written application for State Disability Insurance (SDI) or Paid Family Leave (PFL) benefits.
4. Exhaustion of all available sick leave, compensatory time, vacation time and other accrued paid leaves of absence.
5. Is anticipated to be absent for at least fifteen (15) working days past the date of exhaustion of all of the employees accrued paid time/leave.
6. Provide written documentation of the need for the absence from work by a certified healthcare provider.
7. A written request for use of the Catastrophic Leave Bank must be submitted to Human Resources in order to receive approval.
8. Requesting employees or their representative is responsible for providing documentation of the anticipated duration of absence.
9. The Auditor/Controller will confirm the number of hours remaining in the Catastrophic Leave Bank.

OR, they may draw leave that has been donated by other employees to the Authority's Catastrophic Leave Bank specifically for their use provided that the eligibility criteria described in sections three (3), four (4), six (6), and seven (7) of the above have been satisfied.

C. Donation of Hours:

1. Employees may donate up to five (5) days total per fiscal year from sick leave or vacation
2. Employees may donate a maximum of three (3) days from sick leave or vacation per fiscal year.
3. Donations must be made in increments of at least four (4) hours or more.
4. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available after donation.

5. Donated time will be credited on an hour for hour basis, regardless of wage of either donator or recipient.
6. Donations may be contributed to either the general Catastrophic Leave Bank for general usage, or to an individual employee. Donated leave days contained in the general usage bank are available to eligible employees on a first-come, first-served basis. Two or more eligible employees may draw from the Bank concurrently, providing available resources exist.
7. Those hours donated to an individual employee, but not used, upon return to work will automatically revert to the Catastrophic Leave Bank for general use.
8. Once made, a donation to the Catastrophic Leave Bank becomes the property of the bank, and may not be recovered by the donating employee.
9. Employees may donate compensatory time off at the end of the fiscal year in lieu of cash-out. Donations must be made in increments of at least four (4) hours or more.

D. Usage of Donated Hours:

1. An employee may use Catastrophic Leave to augment State Disability benefits (SDI) or Paid Family Leave (PFL) benefits not to exceed their base salary rate.
2. An employee may use Catastrophic Leave Bank donations to augment any benefits received due to a work-related illness or injury not to exceed their base salary rate.
3. While an employee is on Catastrophic Leave using donated hours, the employee will be treated as in pay status, for purposes such as anniversary and longevity dates, health insurance, and other benefits, except that the employee will not accrue any vacation or sick leave.
4. Usage of catastrophic leave may not exceed twelve (12) weeks during any twelve (12) month period. Extensions may be granted pursuant to section 5.11C of the MOU.

5.16 **Workers Compensation:** The parties agree that DNSWMA will comply fully with the Workers Compensation Code of the State of California. Nothing in this paragraph is intended to waive any statutory right of any employee. When an employee is injured on the job or becomes ill from job-related causes, the employee is responsible for notifying the Appointing Authority as soon as possible. The Appointing Authority shall submit a report of the injury or illness, including the date and time of occurrence and any relevant circumstance, to the Risk Manager's office as soon as possible. The report shall be processed in accordance with the Labor Code of the State of California and the procedures of the DNSWMA workers' compensation plan.

- A. If an employee loses time because of a workplace injury or industrial illness, the worker shall be entitled to the benefits of the Workers Compensation law. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. Accrued sick leave, compensatory time off, and/or vacation shall be used to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they will be charged first to sick leave, second to compensatory time off, and lastly to vacation.

- B. Vacation and sick leave shall continue to accrue while the employee remains on temporary disability and continues to supplement the benefit with sick and/or vacation. Leave accruals shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for DNSWMA-paid hours.

ARTICLE VI EVALUATION

- 6.1 **General Provisions:** Each employee is expected to maintain high standards of performance. The work performance of each employee shall be evaluated at least fifteen (15) working days prior to the conclusion of the probationary period, and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's Appointing Authority at any time when warranted by either outstanding work performance or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's Appointing Authority at an employee's written request but no more frequently than once between annual evaluations. In addition, the Personnel Officer may request a report from the Appointing Authority on the overall performance of any employee, at any time.
- A. Evaluation documents become a permanent part of the employee's personnel file.
 - B. It is the duty of the Appointing Authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment, performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working/business days prior to the completion of the probationary period, the Appointing Authority shall submit a completed evaluation form to the Personnel Officer and provide a copy to the employee.
 - C. Violations of this section are subject to the grievance procedure. However, the actual ratings or comments made on an evaluation are not subject to mediation and/or binding arbitration or grievance unless they form the basis for a Performance Improvement Plan or discipline. Employees shall not be entitled to Union representation at the initial evaluation meeting with the Appointing Authority, unless the previous evaluation received by the employee was less than satisfactory or the employee is on a Performance Improvement Plan.
 - D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the DNSWMA became aware of the complaint.
 - E. The employee shall have the right to file a response within ten (10) working/business days of receipt of the evaluation, including any attachments, witness statements, or the like. The response shall be attached to any copy of the evaluation maintained by County or DNSWMA and will also be maintained in the employee's personnel file.
- 6.2 **Performance Improvement Plan:** If an employee receives a substandard evaluation, the Appointing Authority may prepare a Performance Improvement Plan to provide clear direction to an employee whose performance is substandard. Performance Improvement Plans are described in detail in Article XII, section 12.10.
- 6.3 **Probationary Period:** All employees in permanent positions shall be subject to a probationary period. A probationary period will commence upon the effective date of

hire into a permanent position, including promotion. Service prior to a permanent appointment shall, upon recommendation of the Appointing Authority and approval by the Personnel Officer, be counted as part of the probationary period, providing the temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period for all employees represented by this Agreement shall be six (6) months. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form.

- 6.4 **Extension of Probationary Period:** The Appointing Authority may request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Personnel Officer at least fifteen (15) working/business days prior to the end of the probationary period. The request shall contain the reasons and justification for the extension, and the duration of the extension requested. The request shall be accompanied by an employee's performance report and, when required by the Personnel Officer, a Performance Improvement Plan. If approved by the Personnel Officer, the employee shall be notified in writing by the Appointing Authority of the extension of his/her probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.
- 6.5 **Probationary Service:** A newly hired employee is subject to separation from DNSWMA service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be required by law. In case of a probationary termination, the Appointing Authority shall notify the probationary employee in writing of the fact that he or she is being separated from DNSWMA service. Notice shall be provided at least fifteen (15) working/business days prior to the end of the probationary period. In case of a promoted employee who fails to complete the probationary period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is vacant. If the employee's previous position is not vacant, every reasonable attempt will be made to place the employee in a vacant position that has equivalent pay and benefits to that of the previously held position and for which the employee is duly qualified for.
- 6.6 **Personnel File:** Upon separation, the DNSWMA will provide the employee with a copy of the employee's personnel file within ten (10) working/business days of the employee's written request.

ARTICLE VII
TRANSFER, PROMOTION, REASSIGNMENT, AND DEMOTION

- 7.1 **Effect of Lateral Transfer:** A permanent employee who is transferred laterally as defined in Article II, section 2.38B, continues to be a permanent employee and shall serve a six (6) month probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier position(s), but the employee's anniversary date shall be changed to reflect the date of assignment to the new position for purposes of calculating the annual evaluation date. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.
- 7.2 **Effect of the Promotion:** An employee who is promoted must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee shall be placed at the lowest step of the new salary range which provides for a minimum five percent (5%) increase in salary. A promoted employee on Step F, G, H, I or J will remain at their longevity step in the new range.
- 7.3 **Voluntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, upon the employee's written request and with the approval of the Appointing Authority and the Personnel Officer. This action shall be known as a voluntary demotion and will be noted on all official records.
- 7.4 **Involuntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, with the approval of the Appointing Authority and the Personnel Officer as a result of consecutively poor performance evaluations or failure to complete a Performance Improvement Plan (PIP). This action shall be known as an involuntary demotion and shall be noted on all official records. Subject to progressive discipline, the employee has a right to appeal and request a Skelly Meeting.
- 7.5 **Effect of Demotion:** An employee who is demoted, either voluntarily or involuntarily, shall be treated as follows:
- A. If the employee is probationary, his/her probationary period will be a continuation of the probationary period being served at the higher level.
 - B. If the employee is permanent, he or she will not be required to serve a new probationary period in the next lower class.
 - C. If the employee is returned to a former class in which the employee held permanence, the employee shall not be required to serve a new probationary period.
 - D. The employee receiving a demotion shall be placed at a step in the new salary range which provides for the least loss of pay, but shall be placed on Step F, G, H, I or J if that step was held in the previous position.

- 7.6 **Class Series Advancement:** Employees may move upward in a class series upon the recommendation of the Appointing Authority, and with approval of the Personnel Officer, when the following criteria are met:
- A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.
 - B. In addition to the above, advancement to a III level requires that the employee provide lead person duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.
 - C. An employee who receives the class series advancement shall serve a new probationary period.
- 7.7 **Grant Positions:** When a grant position is made a regular position by action of the Governing Board, the individual occupying that position may be appointed to that position by the Appointing Authority and with the approval of the Personnel Officer, without normal recruitment procedures.
- 7.8 **Reassignment:** Employees may, from time to time, be affected by reorganization, change of assigned worksite, or other factors which result in physical relocation of the employee's worksite or work station. In all such cases, employees shall be reassigned to the new worksite or work.
- 7.9 **Relocation Notice:** DNSWMA shall provide ten (10) regular working/business days written notice, except in the case of an emergency as determined by the Appointing Authority, to affected employees prior to a relocation of the employee from his or her current job site. Upon written request by the Union, the Appointing Authority or designee shall meet and discuss the relocation.

ARTICLE VIII
CLASSIFICATION AND RECLASSIFICATION

- 8.1 **Classification:** When the DNSWMA classifies a new position, the DNSWMA will notify the Union of the compensation proposed for the new position before such classification may be posted on the agenda of the Governing Board, and upon written request will meet and confer within ten (10) regular working/business days of the notification to the Union in writing by the DNSWMA of the proposed classification.
- 8.2 **Reclassification:** If a represented employee's duties vary from his or her job description sufficiently to warrant a change in classification, either party may request a meet and discuss with the other about reclassification of the position to reflect the actual or proposed job duties of the position.

**ARTICLE IX
HEALTH AND WELFARE BENEFITS**

- 9.1 **Eligibility for Insurance Benefits:** All permanent, probationary and grant employees are eligible for full insurance benefits subject to annual deductibles and co-pays. Extra help, limited term, temporary and seasonal employees shall receive only those fringe benefits required by law. Employees entitled to health benefits shall be eligible for coverage following completion of sixty (60) days of continuous employment in an eligible status. Employees shall contribute five percent (5%) of their gross biweekly salary toward their healthcare premium and the DNSWMA shall contribute the remaining amount. The employee shall continue to be responsible for their five percent (5%) contribution during any period of an authorized absence.
- 9.2 **Dependent Coverage:** Eligible employees may enroll dependents by payment of premiums through payroll deduction. Dependents include legal spouses and registered domestic partners, and children. For specific dependent rate information, refer to Attachment C.
- 9.3 **Health and Wellness Benefits:** DNSWMA provides medical and dental benefits under the Del Norte County health plan. See the Health Care Summary Plan Description in Attachment D for specific benefits, co-pays and continuation coverage provisions.
- 9.4 **Dental Benefits:** The DNSWMA provides dental benefits under its health plan, a copy of which is attached to this MOU as an exhibit. See the Health Care Summary Plan contained in Attachment D for specific benefits, co-pays and continuation coverage provisions.
- 9.5 **Vision Plan:** DNSWMA shall provide vision coverage under its health plan to employees and their qualified dependents. Employees hired on or after ratification of this Agreement by the Union and the Authority Board of Commissioners, shall be enrolled upon completion of two (2) months of active employment in an eligible status. For specific plan benefits, co-pays, and continuation coverage provisions, contact Human Resources.
- 9.6 **Life Insurance:** The DNSWMA also provides a life insurance policy of fifteen thousand dollars (\$15,000) at no cost to the employee. Professional employees are also provided a life insurance policy equal to one (1) year's gross pay at no cost to the individual.
- 9.7 **Voluntary Insurance Plans:** Employees are eligible for a variety of employee and dependent paid insurance plans offered through AFLAC. Voluntary insurance plans are paid for by the employee through payroll deduction of premiums, at no cost to the DNSWMA.
- 9.8 **Ground and Air Ambulance Plan:** The DNSWMA provides ground and air ambulance coverage through Del Norte Ambulance and Air MedCare (formerly Cal-Ore Life Flight) at no charge to permanent employees and their dependents upon eligibility for health benefits.
- 9.9 **Medical and Dental Plan Continuation Benefit:**

- A. Employees who retire from DNSWMA service may continue their medical coverage at DNSWMA group rates at their option, and subject to all rules and regulations of the DNSWMA's medical benefits carrier at the time. It is understood and agreed that the DNSWMA shall not be liable for payment of any premium to its medical carrier. If the retired employee fails for any reason to make a payment when due, the DNSWMA will not make the payment for him/her, and the benefit could be lost in this event. However, employees retiring after the age of fifty five (55) and serving a minimum of twenty five (25) continuous years in DNSWMA service shall be eligible to continue the DNSWMA Health Care Plan at no premium cost for the retiree until the employee qualifies for Medicare benefits. Continued coverage in the DNSWMA's plan when the retiree qualifies for Medicare shall be paid by the retiree at the same rate set by the DNSWMA for retirees. For specific retiree rates, including dependent coverage rates, refer to Appendix C.
- B. Effective November 1, 2009, employees hired after November 1, 2009 shall not be eligible to continue health insurance coverage as a retiree until they have achieved fifteen (15) years continuous DNSWMA service. Employees hired between January 1, 2007 and October 31, 2009 shall not be eligible to continue health insurance coverage as a retiree until they have achieved ten (10) years continuous DNSWMA service. All employees hired prior to January 1, 2007 will be unaffected by this article.
- C. The DNSWMA makes available to employees a premium conversion plan under IRS Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.

9.10 **Employee PERS Contribution:**

- A. Miscellaneous New Members: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013, defined as "New" miscellaneous employees shall pay the member contribution established under PEPRA. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees shall pay a total of eight percent (8%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the employees will pay the established rate. At no point shall "New" members pay a contribution that is less than the Classic members.
- B. Miscellaneous Classic Members: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), all Miscellaneous Classic vested and non-vested employees shall pay a total of eight percent (8%).

- 9.11 **PERS Benefit Calculation:** Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the benefit calculation for employees hired after January 1, 2013 who are not transferred from a CalPERS or CalPERS reciprocal agency or have a break in service of six (6) months or longer shall be the thirty-six (36) highest consecutive months final compensation provision using the 2% @ 62 formula for Miscellaneous Employees.

For employees hired prior to January 1, 2013 or Classic Employees, the benefit calculation shall be based on the twelve (12) highest paid consecutive months using the 2% @ 55 formula for Miscellaneous Employees.

9.12' **Employee Discount Program:** The DNSWMA will participate in and pass along employee discounts offered by vendors as they become available, provided said participation does not violate legal or ethical rules. Participation in such discount programs shall not hold the DNSWMA liable in any manner. Offers or programs that require DNSWMA staff time to verify employment or in any way assist in the overall management of the discount program shall be considered on a case by case basis. Examples of employee discount programs are, but not limited to the following: Microsoft Office software purchase, Verizon Wireless discount, and Dell computer purchasing program. Specific information regarding current discount programs may be obtained from the Personnel Office.

9.13 **Clothing Benefits:**

A. **Employee Attire:** DNSWMA employees will need to dress appropriately for their positions, considering demands of safety, weather, durability and professional appearance. Given that employees are exposed to numerous elements it is essential that staff protect themselves. Clean t-shirts with denim jeans are acceptable clothing. Items which are not appropriate for work include: athletic wear such as sweatpants, swimsuits, tank tops, and items which are torn or expose undergarments. All employees who may work as refuse site attendants for all or part of any workday are expected to wear closed-toe shoes while working in the Gate House.

Allowances for clothing and footwear described in the following sections will be issued in August of each year to eligible employees. If an employee becomes eligible for such allowance(s) after August, such allowance(s) will be issued within ninety (90) days of that employee's eligibility.

B. **Generally:** Employees working at the gate or at outdoor collection areas are required to wear: safety vests and closed-toe protective shoes. DNSWMA will provide safety vests and name tags.

C. **Rain Gear:** DNSWMA shall provide appropriate weather gear, including, but not limited to, fitted and breathable rain coats with reflective safety colors for all employees whose work locations are not protected from the weather. Rain gear will be replaced every three (3) years, or as needed, at no cost to employees. Permanent employees who are regularly assigned to work as refuse site attendants will be provided a fifty dollar (\$50) allowance every other fiscal year for rain boots or waterproof shoes.

D. **Protective Footwear:**

1. Protective footwear is designed to protect the feet from injuries associated with the operation of equipment. The footwear shall be above the ankle, heavy-weight leather or like material, with steel toed boots as per Cal/OSHA Title 8; Chapter 4, subchapter 7, section 10.3385. All

- employees working with heavy equipment, loading vehicles, and the like, must wear protective footwear.
2. If any employee is required to work with heavy equipment, load vehicles, assigned to work in the "Hot Zone" during hazardous waste collection events, or assigned to tasks requiring lifting fifty (50) pounds or more, DNSWMA will provide three hundred dollars (\$300) every other fiscal year for protective footwear. The payment will be made in August of every other year. New employee's initial payment will be paid to the new employee within thirty (30) days of employment. It is the responsibility of the employee to ensure compliance with the protective footwear policy.
 3. All covered employees required to wear protective footwear shall report to work, whether regularly scheduled or called out, with the appropriate footwear on their feet. Failure to do so will restrict the employee from normal work duties requiring protective footwear and may result in disciplinary action. The employee will be required to obtain the protective footwear. Time away from work to obtain the protective footwear is not work time. Restriction from normal work duties may include assignment of those duties.
- E. Transfer Station and Landfill: DNSWMA will provide work gloves, appropriately sized back support braces, hard hats, dust masks, ear plugs, and other appropriate safety equipment for staff as needed in their assigned duties.
- F. Other Protection: Any member of staff may suggest that DNSWMA administration procure additional safety equipment, supplies, or defensive or protective measures against animals or insects that have the potential to reduce injury or improve workplace safety for any regular aspect of the employee's work responsibilities. All such clothing, equipment, or supplies issued to employees by DNSWMA will be the responsibility of that employee to clean and maintain and must be returned to DNSWMA clean at the end of employment.
- G. Anti-Fatigue Mats: DNSWMA will provide and replace anti-fatigue mats at the Del Norte County Transfer Station scale house every three (3) years. Prior to replacement, Union representatives will be invited to participate in the selection process for anti-fatigue mats.

**ARTICLE X
LAYOFF AND RE-EMPLOYMENT**

- 10.1 **Reason for Layoff:** Whenever, in the judgment of the Governing Board, it becomes necessary to reduce staffing levels, positions may be abolished and employees may be laid off including those who have been granted an approved leave of absence. The order in which employees would be separated or demoted in a reduction in force shall be based upon type of appointment and seniority. The Personnel Officer shall notify each employee who is to be laid off, and the Union, in writing not less than thirty (30) calendar days prior to the effective date of layoff. During the thirty (30) day notice period, up to twenty (20) hours paid leave may be granted to each employee being laid off to be away from work for job search purposes. Upon request of the Union, the Governing Authority or designee shall promptly meet and confer with the Union to discuss the anticipated reduction in force, the effects to the remaining employees and alternatives thereto as required by law.
- 10.2 **Retirement in Lieu of Layoff:** Any employee eligible may accept a service retirement in lieu of layoff. An employee who chooses to retire shall inform the Personnel Officer in writing not less than ten (10) calendar days prior to the effective date of layoff. DNSWMA shall assist the employee with processing retirement through PERS. An employee who retires in lieu of layoff shall be placed on the re-employment list along with other laid-off employees. The employee's eligibility for retirement shall be governed by applicable statutes and the regulations of PERS. DNSWMA agrees that, when an eligible retiree responds positively and in a timely fashion to an offer of re-employment, the retiree shall be granted the time necessary to terminate retired status and return to active employment. An eligible retiree who declines a re-employment offer in the class from which laid off shall be removed from the re-employment list and be considered permanently retired.
- 10.3 **Seniority Score Computation:** For the purposes of this section, each employee's seniority score is equal to the total number of hours worked as a permanent employee for this agency, the City of Crescent City or the County of Del Norte, or combination thereof.
- 10.4 **Qualifying Month of Service:**
- A. When computing seniority for full-time employees the starting and ending months of a period of service shall be considered a complete month if the employee has fifteen (15) or more calendar days of service. No credit is given for less than fifteen (15) calendar days of service.
 - B. In order to receive a seniority point for an appropriate month, an employee must be considered in an "in-pay" status for fifteen (15) or more calendar days.

- C. For other than full-time employees, 160 hours worked shall be equivalent to one (1) month's service and seniority credit shall be given upon the completion of each 160 hours worked.
- 10.5 **Equal Seniority:** If two employees in the same class have the same final seniority score, the DNSWMA and the Union shall meet and confer to determine which employee has the greatest seniority.
- 10.6 **Temporary Positions:** No employee serving in a temporary extra-help or limited-term position shall be retained if an employee in the same class is being laid off. No temporary employee may be hired into a class while permanent employees are on a re-employment list for the same class in the department. Employees on the re-employment list shall have priority for temporary positions.
- 10.7 **Notice of Reduction in Force:** The Personnel Officer shall send written notice to each employee affected by a reduction in force at least thirty (30) calendar days prior to the effective date of the action. The notice shall include:
- A. Reason for Layoff;
 - B. Classifications to which the employee has retreat rights under section 10.8;
 - C. Effective date of the action;
 - D. Seniority score of the employee and the number of the employee on the seniority list;
 - E. Location of the seniority list so the employee may compare their score with others;
 - F. Conditions governing retention on and reinstatement from re-employment lists;
 - G. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- 10.8 **Retreat Rights:** An employee to be laid off from his/her position may elect to displace the least senior employee in their class. If there is no less senior employee, the employee may displace the least senior employee in a lower class which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same re-employment rights as an employee who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the Personnel Officer of that decision in writing within five (5) working days of receipt of notice of layoff. Employees who

exercise retreat rights shall not be required to serve a probationary period in the class they retreat to.

- A. An employee who retreats to a lower class shall be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F, G, H, I or J) unless longevity has already been attained.

10.9 **Re-employment Rights:** Laid off employees, and employees displaced from their positions by more senior employees, and grant employees whose grants are cancelled or expire shall be eligible for re-employment in the class held at the time of layoff for a period of eighteen (18) months from the effective date of layoff or displacement. Re-employment shall be in the reverse order of layoff. Their employment shall take precedence over hiring and transfers when a vacancy in the class of former placement comes available.

- A. Employees on a re-employment list will have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the DNSWMA.
- B. An employee who is re-employed in the same class from which he or she was laid off or displaced while he or she was on a re-employment list, shall be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement shall be adjusted upward upon re-employment as if the employee had served that time in the original class. The time on the re-employment list shall not be considered a break in service, except that the employee's original hire and anniversary dates shall be adjusted to deduct the time off work.
- C. The names of persons laid off or demoted shall be entered upon re-employment lists for positions for which they are qualified. The list will be used when a vacancy arises in the same or lower classes before certification is made for an eligibility list.

10.10 **Re-employment Notice:** Whenever there is an active re-employment list, the DNSWMA shall provide written notification of appropriate openings to employees on the list by first class mail, addressed to the employee's last known address. It is the employee's responsibility to keep the DNSWMA informed of his/her mailing address. DNSWMA's responsibility to provide notice hereunder is waived if a notice is returned to DNSWMA as undeliverable.

10.11 **Employee Response:** A laid off/displaced employee who accepts a re-employment offer is responsible for notifying the Personnel Officer of that fact in writing within five (5) days of receipt of a re-employment notice. An employee accepting re-employment shall return to duty not later than thirty (30) calendar days following the date of intended re-employment announced by the Personnel Officer. The employee is responsible for notifying the Personnel Officer in writing of the time needed to return to duty.

10.12 **Wage, Hour and Working Condition Issues:** DNSWMA and the Union agree that layoffs and displacement may trigger problems among remaining employees in such areas as distribution of work of laid off employees, preservation of bargaining unit work

within the unit, classification levels of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the DNSWMA or a request to meet and confer with the Union.

ARTICLE XI GRIEVANCE PROCEDURES

- 11.1 **Purpose:** It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.
- 11.2 **Definition of a Grievance:** A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this MOU, or working conditions within the control of the Appointing Authority, including rules and regulations, DNSWMA policies and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.
- 11.3 **Definition of a Grievant:** The employee(s) within a bargaining unit represented by the Union alleging a grievance is the grievant.
- 11.4 **Timeline:** A grievance must be filed (Step Two) within thirty (30) calendar days after the event, or after the grievant becomes knowledgeable of the event, but in no case after sixty (60) calendar days from the event. Time limits set forth herein may be extended by mutual written agreement between the DNSWMA and the grievant, or DNSWMA and the Union, in a represented grievance.
- 11.5 **Informal Grievance Procedure (Step One):** An employee, or group of employees shall first discuss their grievance with the Appointing Authority. If, within five (5) working days, the Appointing Authority has not resolved the grievance to the satisfaction of the employee, the employee shall submit his or her grievance in writing formally.
- 11.6 **Formal Grievance Procedure (Step Two):** The grievant may submit a formal grievance in writing on the form provided by the DNSWMA. The grievance form and any requests for hearing shall be in writing and set forth the specific provision(s) of the MOU the grievant alleges has(ve) been violated, misinterpreted, or misapplied, and shall set forth facts supporting the allegations and the resolution desired. Within ten (10) regular working/business days of receipt of the grievance, the Personnel Officer shall investigate and provide a response in writing to the grievant. The response shall include a complete statement of the Appointing Authority's position and the facts and evidence upon which it is based, and the remedy or correction which has been offered, if any.
- 11.7 **Mediation (Step Three):** If, within five (5) regular working/business days of receipt of the Personnel Officer's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard by a mediator from the State Mediation and Conciliation Service. This request shall be in writing or on a form provided by the DNSWMA stating the reasons why the proposed resolution is still disputed. The outcome of this mediation will be advisory in nature. Every good faith effort shall be made by the parties to schedule the mediation session within forty five (45) calendar days of the request.
- 11.8 **Hearing (Step Four):** If, within ten (10) regular working/business days of receipt of the response of the mediator, either party disputes the proposed resolution, the party may request that the grievance be heard by a local hearing officer selected by mutual agreement by the Union and DNSWMA from local attorneys (Del Norte County) registered with the State Bar. The hearing officer shall be selected for at least the term

of the MOU, subject to the availability of that hearing officer. The requested hearing must be held within twenty (20) regular working/business days of receipt of the appeal by the Personnel Officer. The hearing officer's decision shall be in writing, stating the reasons for the decision and shall be presented to the grievant within ten (10) regular working/business days of the hearing. The decision of the hearing officer shall be final. The cost of employing the hearing officer shall be borne equally by all parties. All other costs such as, but not limited to attorney's fee and witness fees shall be borne only by the party incurring those costs.

Court Reporter/Transcript Fees: If a court reporter is requested, the requesting party is obligated to pay for services of the reporter. Cost of transcript copies shall be borne by those parties requesting copies.

- 11.9 **Non-Retaliation:** Employees who file a grievance or who participate in a grievance in any capacity, including as witnesses, shall be free from retaliation as a result of filing or participating in a grievance. Retaliation protection is provided by state and federal laws.
- 11.10 **Performance Standards:** Employees who file grievances are not excused from performing their jobs to acceptable standards at all times during the processing or following a grievance.
- 11.11 **Right to Representation:** The Union shall have the right to represent employees in grievances. Individual employees may process their own grievances without assistance from the Union. Nothing in this MOU shall require the Union to represent a grievant that has filed a formal grievance at Step Two without Union representation in any subsequent proceeding.
- 11.12 **Employee Processed Grievances:** DNSWMA shall provide the Union with a copy of the proposed resolution(s) to any grievances processed by employees without Union representation, except those grievances containing a confidential component. The Union will be granted five (5) regular working/business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU. Grievances processed without Union representation will not be precedent setting.
- 11.13 **Union Grievances:**
 - A. The grievance must be submitted by a Union representative. A Union grievance may be written on alleged violations of Article I, Article III, Article XV, XVII, XVIII, and XIX.
 - B. The grievance procedure for Union grievances (i.e. grievances impacting the Union) shall consist of the following steps:
 - 1. **Step 1 – First Level Filing:**
 - a. The Union must file a written grievance within thirty (30) calendar days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance.

b. The grievance will be submitted to the Personnel Officer. Within ten (10) regular working/business days of DNSWMA's receipt of the grievance, the Personnel Officer shall meet with the Union in an attempt to resolve the grievance and give a written response to the Union.

2. Step 2 – Mediation and Conciliation: If the grievance is not satisfactorily settled at Step 1, the Union may request mediation through the California Mediation and Conciliation Service. Any request for mediation must be made within five (5) regular working/business days of DNSWMA's written response.

3. Step 3 – Final and Binding Arbitration: If the grievance is not satisfactorily resolved at Step 2, the Union may refer the matter to a hearing as defined in Article XII section 12.19 within ten (10) regular working/business days following deadlock at Step 2.

11.14 **Release Time for Witnesses**: DNSWMA shall release from duty without loss of pay or benefits any employee called as a witness in any grievance by the Union and/or an individual employee grievant.

ARTICLE XII DISCIPLINE

- 12.1 **General Provisions:** Employees not subject to the provisions of Local Agency Personnel Standards (Government Code Title II, Administration, Division 5 [LAPS]), may be disciplined only in accordance with the provisions of this Article. Employees subject to LAPS may be disciplined only in accordance with the provisions of this Article and LAPS. In the event of conflict, the provisions of LAPS take precedence over this Article.
- 12.2 **Discipline:** Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees shall be disciplined only for just cause. All reasonable efforts shall be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and in Article VI, section 6.5 Probationary Service of this MOU.
- A. Written warnings and written reprimands are not subject to a Skelly process and may only be challenged through the grievance procedure contained in Article XI of this MOU, but such disputes shall not be subject to Step Four in section 11.8.
- B. Discipline may not be imposed on a permanent employee for any cause of which the Appointing Authority had knowledge, for which discipline was not imposed and which occurred for more than six (6) months prior to the issuance of formal charges.
- 12.3 **Right to Representation:** Whenever disciplinary action is initiated by the Appointing Authority, the employee shall be advised that s/he has a right to the presence of a representative, including the Union, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings. It is the employee's responsibility to notify the Union of the need for representation. The Appointing Authority or designee must allow reasonable time for the Union to find a union steward or representative to be present at all stages of the proceedings as noted above. This section shall not create a right to representation by a private attorney unless otherwise required by law.
- 12.4 **Clearance for Disciplinary Action:** Any disciplinary action proposed by the Appointing Authority or designee shall be approved by the Personnel Officer prior to any action being taken, in order to insure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.
- 12.5 **Leave Pending Investigation:** Only on approval of the Personnel Officer may an employee against whom charges have been served pursuant to section 12.15, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation. An employee shall not return to work until the final findings of a work related investigation are finished with a copy provided to the impacted employee. When an employee is notified of being placed on leave pending an investigation, the Union will be notified by the Personnel Officer, whether a Union representative is representing the employee or not.

- 12.6 **Letter of Reprimand:** A letter of reprimand shall not be considered in the event of a promotional or transfer opportunity if three (3) years has elapsed from the date of the letter of reprimand.
- 12.7 **Short Suspension:** If formal charges are served on an employee, and the discipline recommended is a suspension without pay for five (5) working days or less, discipline may be imposed immediately. The employee may request a hearing on the charges. If requested, an informal and formal hearing will be conducted as provided for in sections 12.18 and 12.19. If the charges are not sustained, and/or if the discipline is rejected at Arbitration, the employee shall be compensated for those days of suspension without pay not upheld by the Arbitrator.
- 12.8 **Negative Evaluations:** A negative evaluation shall not of itself constitute grounds for discipline of a permanent employee, however, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.
- 12.9 **Disciplinary Documents:** All documents pertaining to a disciplinary action shall become a permanent part of the employee's personnel file, provided that in the event disciplinary charges are not sustained through an appeal process, all references to the discipline will be removed from the personnel file at the written request of the employee.
- 12.10 **Performance Improvement Plan:** The purpose of a performance improvement plan is to provide the employee with an opportunity to improve performance to an acceptable level and ensure that the DNSWMA is using progressive discipline in all cases except those warranting termination. Accordingly:
- A. Performance Improvement Plans may be prepared when an employee receives an evaluation at less than satisfactory level.
 - B. The plan shall contain clear, objective and measurable performance targets and a time line that is reasonable and designed to help the employee perform at a satisfactory level.
 - C. The plan should include training if there are any deficiencies in the employee's knowledge or skills, and should not be punitive in nature.
 - D. The length of the Performance Improvement Plan, and the terms thereof, must, in all cases, demonstrate that the DNSWMA is using a process of progressive discipline which is designed to provide an opportunity to actually correct deficiencies in performance. The Personnel Officer must approve of any Performance Improvement Plan before it is implemented.
 - E. A Performance Improvement Plan, along with any disciplinary documents, shall become a permanent part of the employee's personnel file. The Performance Improvement Plan will be prepared by the Appointing Authority and be subject to the approval of the Personnel Officer prior to delivery to the employee.

- F. The plan shall also describe the necessary consequences of failing to abide by the Performance Improvement Plan, failure to improve, or repeating the same violation within the time frame of the plan. A Performance Improvement Plan may become a basis for progressive discipline if the violation or act that generated the plan is repeated.
- G. At the end of the Performance Improvement Plan, the Appointing Authority will either file a notation in the personnel file that the employee has successfully completed the Performance Improvement Plan, and improved performance to an acceptable level, or if performance has not improved, the Appointing Authority may extend in writing the Performance Improvement Plan for an additional period, or the Appointing Authority may refer the employee to progressive discipline. In no case may a Performance Improvement Plan last longer than six (6) months.

12.11 **Grievability:** The allegations, contents and outcomes of disciplinary action are not grievable. However, alleged procedural violations of this Article shall be raised as part of the disciplinary proceedings rather than under the grievance procedure set forth in the previous Article.

12.12 **Grounds for Disciplinary Action:** The following constitute grounds for disciplinary action:

- A. Conviction of a felony.
- B. Misappropriation of public funds or property.
- C. Misconduct.
- D. Intentional or neglectful misuse of public property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.
- E. Using DNSWMA time, facilities, equipment, or supplies for private and/or personal gain or advantage.
- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification as defined in section 5.5 of this MOU.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.

- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful or misusing of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher DNSWMA authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any governmental agency with jurisdiction.
- V. Refusal to take a medical examination legally required by DNSWMA.
- W. Serious physical or mental disability which prevents the employee from performing the essential functions of the position, even with reasonable accommodation for the disability.
- X. Failure to maintain any formal licensing or certification required for the employee's position.
- Y. Falsification of DNSWMA records.
- Z. A violation of another person's constitutional rights.
- AA. Using, or having access to, confidential information available by virtue of DNSWMA employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- BB. Engaging in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with DNSWMA business.
- CC. Using the prestige or influence of the Appointing Authority for the employee's private gain or advantage or the private gain of another.
- DD. Accepting any consideration or gift, including money from anyone other than DNSWMA for the performance of official duties or accepting, directly or indirectly, any consideration or gift, including money, service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with DNSWMA or whose activities are regulated or controlled by DNSWMA under circumstances from which it

reasonably could be substantiated that the gift was intended to influence the employee in his or her official duties or was intended as a reward for any official actions performed by the employee.

- 12.13 **Disciplinary Procedure:** Discipline may be imposed for the violation of any provision of section 12.12. A written warning may be given for the first or a relatively minor infraction, and shall specify the details of the offense. A written reprimand may be given for repeated offenses or an offense of increased severity, specifying the details of the offense(s). If a suspension without pay of five (5) working days or less is proposed, the following procedure in section 12.14 Written Notice of Charges and the provisions of section 12.7 Short Suspension shall apply. If suspension without pay for more than five (5) working days, demotion or dismissal is proposed, the following procedure in section 12.14 through 12.19 shall apply.
- 12.14 **Written Notice of Charges:** When the Appointing Authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Personnel Officer, the Appointing Authority shall prepare and provide to the employee a written notice of charges five (5) regular working/business days prior to the proposed effective date. The notice shall contain the following information:
- A. The provisions of section 12.12 cited as Grounds for Disciplinary Action.
 - B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged offense(s), unless the information is privileged, stated in clear and concise language. The statement shall be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
 - C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
 - D. A description of the proposed discipline and its effective date(s).
 - E. A statement advising the employee of the right to request a hearing on the charges, and the time frame in which such a request must be made.
 - F. A statement advising the employee of the right to representation at any and all disciplinary proceedings.
 - G. A blank "Response to Charges and Request for Meeting" form, the signing and return of which to the Personnel Officer constitutes activation of the Skelly meeting process.
- 12.15 **Service of Written Notice:** All notices of proposed discipline shall be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee. Refusal to acknowledge receipt of the written notice does not preclude response time referenced in sections 12.16 and 12.17 below.
- 12.16 **Employee Response:** The employee may deny all of the charges and request a Skelly meeting on the charges by delivering a written statement which includes the grounds for denial of charges to the Personnel Officer within five (5) regular working/business days

of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.

- 12.17 **Failure to Respond:** If the employee fails to request a meeting within five (5) regular working/business days of receipt of the charges, the right to a Skelly meeting is waived, and the Appointing Authority may impose discipline upon the employee, with the approval of the Personnel Officer.
- 12.18 **Informal (Skelly) Meeting:** If the employee requests a meeting on the charges, the Personnel Officer shall schedule an information meeting at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Skelly Officer shall issue an opinion and decision within ten (10) regular working/business days of the hearing. If the Skelly Officer finds that the discipline proposed is not justified, the Skelly Officer may order the charges rejected and the employee is exonerated with full salary and benefits. The Skelly Officer may also reduce the severity of discipline proposed or imposed under section 12.7 Short Suspension. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.
- 12.19 **Formal Hearing:** If the employee is dissatisfied with the Skelly Officer's decision, the employee must notify the Personnel Officer within ten (10) regular working/business days after the Skelly Officer's decision has been mailed or delivered to the employee. The Personnel Officer will arrange for a formal hearing on the charges. The Union and DNSWMA may agree to a hearing officer; if they do not, they shall select an arbitrator as provided below:
- A. The parties may agree to an arbitrator. If they cannot agree on selection of the arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by alternatively striking names, with the opportunity to go first decided by chance.
 - B. The arbitrator shall not be empowered to alter, amend, change, add to or subtract from any of the terms of this MOU. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties to the arbitration. The decision will be final and binding upon the parties.
 - C. Each party shall bear its own witness and/or attorney fees. If a court reporter is requested, the party requesting the reporter shall bear that cost. Any party requesting a copy of the transcript shall bear the costs thereof. Because of the impact of *Florio v. City of Ontario*, (05 CDOS 6192), in cases where the hearing arises directly from imposed or proposed discipline against the employee, DNSWMA shall bear the entire cost of the arbitration, but parties will continue to bear their own attorney's fees and/or witness fees.
- 12.20 **Conduct of Disciplinary Hearing:** The employee may request either an open or closed hearing at his/her discretion. The technical rules of evidence shall not apply, but oral testimony shall be taken only on oath or affirmation. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely

in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of this evidence over objection in a civil action. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but shall not be sufficient to support a finding unless it would be admissible over objection in a civil action under the California Evidence Code. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

- A. Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him. If the employee does not testify on his/her own behalf, he or she may be called and examined as if under cross-examination.
- B. DNSWMA shall open the case and present evidence in support of the discipline proposed or imposed under section 12.12. DNSWMA shall have the burden of proving charges by a preponderance of the evidence.
- C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the DNSWMA intends to rely in presenting its case, may be admitted as evidence in the hearing.
- D. The employee may present his/her case in person or through a representative of his/her choice.
- E. The hearing shall be recorded verbatim by a court reporter who shall be compensated by the DNSWMA. The costs of any transcript ordered shall be borne by the party ordering the transcript.
- F. The costs of the hearing officer shall be borne by DNSWMA.
- G. When a hearing officer is used for a disciplinary hearing, the decision of the hearing officer shall be submitted within ten (10) regular working/business days and shall be final and binding on the parties.
- H. When an arbitrator is used for a disciplinary hearing, the arbitrator shall issue a finding on each charge and specification individually, and on the charges as a whole. The decision shall be final and binding on the parties.

12.21 **Negotiated Settlement:** At any point in the proceedings the Personnel Officer and the employee and his/her representatives, if any, may negotiate, compromise, and/or settle any dispute concerning discipline. The employee shall be granted a reasonable amount of time to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing the settlement. Any negotiated settlement shall be reduced to writing, and shall become a permanent part of the employee's personnel file.

12.22 **Termination of a Grant or Temporary Extra-Help or Limited-Term Employee:** A grant or extra-help or limited-term temporary employee may be terminated at any time without right of appeal or hearing, except as otherwise may be provided by law. In case of termination the Appointing Authority shall provide the employee written notice of the reason for termination.

ARTICLE XIII
LABOR-MANAGEMENT

In order to encourage open communication, harmonious relations, and constructive problem solving, the DNSWMA and Union agree to meet on an annual basis to discuss items of mutual concern. To this purpose, two (2) representatives from the Union, one of whom shall be the Union President, and two (2) representatives from the DNSWMA, one of whom shall be the Executive Director, shall meet at a time and date set by mutual agreement. Agenda items may be submitted by either party and shall be mutually agreed upon. In no case shall formal grievances or negotiations proposals be on the agenda. The Labor-Management meeting is advisory and has no authority to add to, delete from, or to modify the current MOU.

ARTICLE XIV
EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood that the specific provisions of this MOU shall prevail over DNSWMA practices and procedures to the extent permitted by California law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary on the part of the DNSWMA. Unless specifically waived in this MOU, DNSWMA specifically reserves its right to make decisions relating to the merits, necessity or organization of any service or activity as authorized in Government Code section §3504.

ARTICLE XV
ARTICLE/SECTION REPLACEMENT PROVISION

If any provision of this MOU is held to be contrary to the law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed severed, except to the extent permitted by law, but all other provisions shall remain in force and effect. In the event that any Article or section of this MOU is held contrary to law, DNSWMA and the Union shall meet and confer within thirty (30) days after this holding comes to the attention of the parties for the purposes of arriving at a mutually satisfactory and legally enforceable replacement for that Article or section.

**ARTICLE XVI
REOPENER**

Each party shall be entitled to re-open negotiations one (1) time during the term of this Agreement for the purpose of meeting and conferring on items of economic significance. Re-opening of this Agreement may also occur by mutual consent.

ARTICLE XVII
NEUTRALITY AGREEMENT

DNSWMA and the Union agree to abide by all applicable California Codes and regulations of PERB, with reference to employee organization. DNSWMA agrees that it will not threaten to impose or impose reprisals on any employees, discriminate or threaten to discriminate against any employees nor otherwise interfere with, restrain or coerce the right of any employee to select a recognized employee organization. DNSWMA will not attempt to dominate or interfere with the formation, selection, administration, or decertification of any employee organization nor contribute financial or any other support to any employee organization nor in any way encourage or attempt to influence employees to join any organization in preference to any other.

The Union agrees that it will not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against any employees, or otherwise interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the California Codes and Federal regulations.

Nothing in this agreement shall be construed to limit the freedom of speech or association of any individual. The parties agree that if either party believes that the other has violated, is violating, or is about to violate this neutrality agreement, prior to filing with PERB, the aggrieved party shall provide at least four (4) working hours' notice of such belief to the administration or leadership of the other party. Neither party shall file with PERB unless such notice has been given.

**ARTICLE XVIII
ZIPPER CLAUSE**

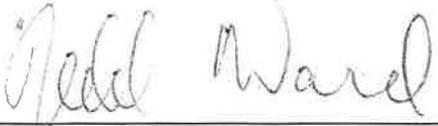
Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the Agreement to bargain collectively with respect to any matter, whether included or not included in this Agreement, except as provided in this Agreement.

ARTICLE XIX INTEGRATION

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. The Agreement is not intended to conflict with Federal or State law.

DNSWMA will continue to administer its employee relations and its personnel policies and procedures in accordance with duly enacted ordinances and resolutions that affected employees will continue to be governed thereby during the term of this Agreement, except to the extent that these conflict with the express terms of this MOU.

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY



Tedd Ward
Executive Director

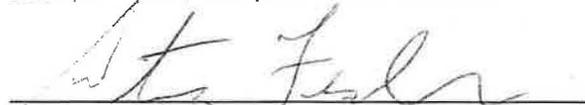
EMPLOYEES
SEIU Local 1021



Michael McLellan, Chapter President



Darren Davis, Chapter Vice President



Steve Fesler, Field Representative

Approved and adopted this 19 day of December, 2023 by the Del Norte Solid Waste Management Authority Board of Commissioners.



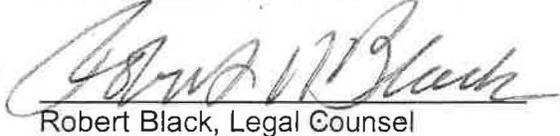
Darrin Short, Chair
DNSWMA Board of Commissioners

ATTEST:



Kyra Seymour, Clerk of the Board

APPROVED AS TO FORM:



Robert Black, Legal Counsel

ATTACHMENT A
LIST OF CLASSIFICATIONS COVERED BY THIS MOU

Refuse Site Attendant
Office Technician
Account Clerk-Solid Waste
Administrative Assistant-Solid Waste
Facilities and Programs Coordinator

ATTACHMENT B Salary Schedule

Effective 10/27/2023

Refuse Site Attendant Range: 26										
Fiscal Year	A	B	C	D	E	F 10 YRS.	G 15 YRS.	H 20 YRS.	I 25 YRS.	J 30 YRS.
23/24 Bi-weekly	\$1,312.04	\$1,372.06	\$1,435.05	\$1,501.23	\$1,570.68	\$1,643.63	\$1,720.21	\$1,800.63	\$1,885.07	\$1,973.72
23/24 Hourly	\$16.40	\$17.15	\$17.94	\$18.77	\$19.63	\$20.55	\$21.50	\$22.51	\$23.56	\$24.67

Office Technician Range: 28										
Fiscal Year	A	B	C	D	E	F 10 YRS.	G 15 YRS.	H 20 YRS.	I 25 YRS.	J 30 YRS.
23/24 Bi-weekly	\$1,372.06	\$1,435.05	\$1,501.23	\$1,570.68	\$1,643.63	\$1,720.21	\$1,800.63	\$1,885.07	\$1,973.72	\$2,066.84

Account Clerk Solid Waste Range: 30										
Fiscal Year	A	B	C	D	E	F 10 YRS.	G 15 YRS.	H 20 YRS.	I 25 YRS.	J 30 YRS.
23/24 Bi-weekly	\$1,435.05	\$1,501.23	\$1,570.68	\$1,643.63	\$1,720.21	\$1,800.63	\$1,885.07	\$1,973.72	\$2,066.84	\$2,164.56

Administrative Assistant Solid Waste Range 44										
Fiscal Year	A	B	C	D	E	F 10 YRS.	G 15 YRS.	H 20 YRS.	I 25 YRS.	J 30 YRS.
23/24 Bi-weekly	\$1,973.72	\$2,066.84	\$2,164.56	\$2,267.20	\$2,374.98	\$2,488.13	\$2,606.94	\$2,731.68	\$2,862.67	\$3,000.22

Facilities & Programs Coordinator Range: 50										
Fiscal Year	A	B	C	D	E	F 10 YRS.	G 15 YRS.	H 20 YRS.	I 25 YRS.	J 30 YRS.
23/24 Bi-weekly	\$2,267.20	\$2,374.98	\$2,488.13	\$2,606.94	\$2,731.68	\$2,862.67	\$3,000.22	\$3,144.62	\$3,296.28	\$3,455.49

ATTACHMENT C
Health Care Premium
Schedule Effective 01/01/2023

Employee Rate Schedule

Biweekly Rate Employee: 5% of Gross*	
Employee + 1	Employee 5%* + \$ 99.18
Employee + 2	Employee 5%* + \$152.37
Employee + 3	Employee 5%* + \$159.00
Employee + 4 or more	Employee 5%* + \$165.62

Cobra Rate Schedule Monthly Rate

Single	\$ 924.12
Single + 1	\$1,790.10
Single + 2	\$2,198.10
Single + 3	\$2,761.14
Single + 4	\$2,955.96

Retiree Full Plan Rate Schedule

Retiree Age Under 65 Monthly Rate

10 to 15 years Single	\$ 386.06
10 to 15 years R+1 Dep	\$ 748.89
10 to 15 years R+ 2 or more	\$1,127.20

16 to 20 years Single	\$ 257.25
16 to 20 years R+1 Dep	\$ 559.76
16 to 20 years R+ 2 or more	\$ 875.02

21 to 24 years Single	\$ 128.68
21 to 24 years R+1 Dep	\$ 343.59
21 to 24 years R+2 or more	\$ 458.83

25 or more years Single	\$ -
25 or more years R+1	\$ 214.91
25 or more years R+2 or more	\$ 344.50

Retiree Age 65 & Over Monthly Rate

10 to 15 years Single	\$ 225.00
10 to 15 years R+1 Dep	\$ 439.91
10 to 15 years R+ 2 or more	\$ 555.15

16 to 20 years Single	\$ 200.00
16 to 20 years R+1 Dep	\$ 414.91
16 to 20 years R+ 2 or more	\$ 530.15

21 to 24 years Single	\$ 175.00
21 to 24 years R+1 Dep	\$ 389.91
21 to 24 years R+2 or more	\$ 505.15

25 or more years Single	\$ 150.00
25 or more years R+1	\$ 364.91
25 or more years R+2 or more	\$ 480.15

Retiree Age 65 & Over - Dental Only Monthly Rate

10 to 15 years Single	\$ 60.00
10 to 15 years R+1 Dep	\$ 115.00
10 to 15 years R+2 or more	\$ 165.00

16 to 20 years Single	\$ 60.00
16 to 20 years R+1 Dep	\$ 115.00
16 to 20 years R+2 or more	\$ 165.00

21 to 24 years Single	\$ 60.00
21 to 24 years R+1 Dep	\$ 115.00
21 to 24 years R+2 or more	\$ 165.00

25 or more years Single	\$ 60.00
25 or more years R+1	\$ 115.00
25 or more years R+2 or more	\$ 165.00