

Agreement Between

**Marin Municipal Water District**

And

**LOCAL 1021  
SERVICE EMPLOYEES INTERNATIONAL  
UNION  
GENERAL EMPLOYEES (UNIT D)**

July 1, 2018 - June 30, 2021





## **KNOW YOUR RIGHT TO REPRESENTATION IN THE WORKPLACE ESTABLISHED BY WEINGARTEN**

An employee has the right to be represented by the union at an employer's investigatory interview if the employee reasonably believes that this interview will result in disciplinary action.

As a union member, you have this right. Remember:

1. You must request the presence of your shop steward or union representative. The company is not under any obligation to make this request for you or remind you of this right.
2. In exercising this right, you must have a reasonable belief that some disciplinary action may result from this investigatory meeting. This right may be invoked at any time. For example, if you are in what appears to be a neutral environment at the beginning of the meeting and suddenly this environment changes to a point where you believe that there will be disciplinary action taken, you have the right to stop the meeting and demand that you be allowed to speak with your shop steward or union representative and have him/her at your side for the rest of the meeting.
3. You also have the right to know the subject matter of the meeting. This right can also be extended so that you may consult with your shop steward or union representative before the meeting and confer during the meeting in order to request further advice. The shop steward or union representative has the right to demand that he or she participate in this meeting.
4. You do not have the right to postpone the meeting with the intention of choosing a shop steward or union representative of your choice. You must utilize the shop steward or union representative available at the time of the meeting.

**Know and invoke your Weingarten Rights!**

In 1972, an employee that worked at a J. Weingarten store in Houston, Texas was interrogated by the company in response to an accusation of theft. This employee was denied the presence of her union representative although she requested it several times. As a result of the investigation, the employee was cleared of the accusation of theft. After this incident, her union representative filed an unfair labor practice charge against the company.

In *NLRB v. Weingarten, Inc.*, 420 U.S. 251 (1975), the United States Supreme Court decided in favor of the union. An important right emerged from this decision.





# MARIN MUNICIPAL WATER DISTRICT

## COLLECTIVE BARGAINING AGREEMENT

between

MARIN MUNICIPAL WATER DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

SEIU LOCAL 1021

Effective: July 1, 2013 through June 30, 2016

Agreement Extended by Board to July 1, 2016 through June 30, 2018  
Agreement Extended by the Board to July 1, 2018 through June 30, 2021

## TABLE OF CONTENTS

Section 1. Recognition .....	3
Section 2. Union Dues.....	3
Section 3. Union Rights .....	6
Section 4. Advance Notice .....	7
Section 5. District Rights .....	7
Section 6. Non-Discrimination .....	8
Section 7. Hours of Work.....	8
Section 8. Employee Categories .....	13
Section 9. Probationary Period .....	13
Section 10. Salaries .....	14
Section 11. Health and Welfare .....	16
Section 12. Holidays.....	20
Section 13. Vacation .....	22
Section 14. Sick Leave .....	24
Section 15. Leaves of Absence.....	27
Section 16. Layoff.....	29
Section 17. Discipline and Discharge .....	29
Section 18. Grievance Procedure.....	30
Section 19. Meal Allowance.....	33
Section 20. Uniforms .....	34
Section 21. Automobile Use.....	36
Section 22. No Strike.....	36
Section 23. Prevailing Rights.....	37
Section 24. Education and Training .....	37
Section 25. Job Descriptions .....	38
Section 26. Clean Air Policy.....	38
Section 27. Severability.....	39
Section 28. Full Understanding. Modification, Waiver .....	39
Section 29. Existing Laws .....	39
Section 30. Duration .....	39

## **COLLECTIVE BARGAINING AGREEMENT**

**between**

**MARIN MUNICIPAL WATER DISTRICT**

**And**

**SEIU LOCAL 1021**

The authorized representatives of the Marin Municipal Water District (herein referred to as the "District") and the authorized representatives of the Service Employees International Union (hereinafter referred to as the "Union") have met and conferred regarding wages, hours and other terms and conditions of employment within the scope of representation and the parties have reached agreement on the matter set forth herein.

This Collective Bargaining Agreement is entered into pursuant to the Meyers-Milius-Brown Act. (Section 3500, et. seq. of the Government Code of the State of California) and applies to all employees of the District represented by the Union.

### **Section 1. Recognition**

#### **1.1 Union Recognition**

The Union is formally recognized as the majority representative of all non-management and non-confidential employees of the District, pursuant to Title 3, Chapter 3.06 of the District Code, adopted by the District Board of Directors on September 15, 1969.

#### **1.2 District Recognition**

The District General Manager, or any person or organization duly authorized by the District General Manager, is recognized as the representative of the District in all matters pertaining to employer-employee relations, pursuant to Title 3, Chapter 3.06 of the District Code, adopted by the District Board of Directors on September 15, 1969.

### **Section 2. Union Dues**

#### **2.1 Dues Payover**

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

2.2 Agency Shop

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the unit fairly and equally, without regard to whether or not an employee is a member of the Union.

Any employee of the District as of August 1, 1995 and who is a member of the Union on August 1, 1995 or who subsequently joins and all employees in the unit hired on or after that date shall, as a condition of continued employment either be required to belong to the Union or to pay to the Union a fair share fee. Payroll deductions for either dues or fair share/agency shop shall be deducted from all regular employees. Union dues shall be deducted after the Union has received valid dues deduction cards. Otherwise, fair share/agency shop deduction shall automatically be made from the employee's paycheck. Payments shall be made bi-weekly by payroll deduction.

The employee's earnings must be regularly sufficient, after all other legal and required deductions are made, to cover the amount of the dues or service fees check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

The fair share fee for services rendered by the Union shall be a percentage of the regular membership dues. The percentage will be determined by an annual audit of the Union's finances. Each employee shall have provided to him/her without prejudice, the full representational services of the Union. The District and the Union hereby agree that Agency Shop shall be amended annually to reflect any change in the amount of the fair share fee.

Annually the Union shall produce an acceptable Union financial statement prepared and certified by a Certified Public Accountant. Such reports shall be made available to the District and to employees in the unit by the parties.

The Union shall provide advance written notice of the amount of the pending fair share service fee to the District.



Voluntary Payroll Deductions

The District by January 1, 2003, shall implement a payroll deduction program that will include voluntary payroll deductions for the Union's Committee On Political Education (COPE) and potentially other deductions upon which the parties can agree.

Exemptions

The provisions specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation unit. Separation includes layoff and leaves of absence.

Seasonal employees are excluded from this Agency fee contract provision. Part-time employees shall pay a pro-rata service fee or dues as provided above.

An Agency Shop agreement shall not apply to managers, confidential employees or supervisors. (Supervisor defined as one who hires, fires or effectively recommends.)

Any unit member may be exempted from payment of any representation/service fees to the Union if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an employee organization as defined in Section 3540.1(d) of the Government Code. Such exempt unit member shall, as an alternative to payment of a representation/service fee to the Union, pay an amount equivalent to such representation/service fee to the United Way, Marin County Food Bank, or Helen Vine Detoxification Center.

Hold Harmless

Monies withheld by the District shall be transmitted to the Union at the address specified. The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Article.

Right to Rescind Agency Shop

This Agency Shop provision may be rescinded by a majority vote by following procedures specified in 3502.5 (d) or by an alternate procedure mutually agreed upon by the Union and the District. Such vote may be taken anytime during the term of the Collective Bargaining Agreement, but in no event shall there be more than one vote taken during such term.

### Section 3. Union Rights

#### 3.1 Employee Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings where matters within the scope of representation or grievances are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of District services. Such employee representatives shall request to be excused by their respective supervisor, as far in advance of the meeting as reasonably possible.

In addition to the meetings specified herein, membership meetings on Agency time may be held with a maximum of two (2) meetings not to exceed two (2) hours each on Agency time during calendar years in which the Collective Bargaining Agreement expires and one (1) membership meeting not to exceed two (2) hours in other years. The Executive Board may meet on Agency time not to exceed two (2) hours during any three (3) month calendar period, or unless otherwise authorized.

#### 3.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives to conduct business within the scope of representation. Such access shall not interfere with the normal operations of the District or with established safety or security requirements.

#### 3.3 Use of District Facilities

The Union may, with the prior approval of the District General Manager, be granted the use of District facilities for meetings of District employees.

The use of District equipment, other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

#### 3.4 Bulletin Boards

The Union may use portions of District bulletin boards. Where material is posted which the District deems inappropriate, it will advise the Union prior to removing except in emergency situations.

#### 3.5 Labor Management Committee

To facilitate Labor-Management cooperation, better communication, and early resolution of disputes and issues, the Union and District agree to form a committee comprised of the following persons: up to three to be selected by the Union and

three management employees to be chosen by the District.

The Committee will meet on a regular basis, and will prepare agendas including items proposed by either party and mutually agreed to in advance. The committee may discuss and review a variety of issues of interest and concern to the parties, including matters arising from the provisions of the Collective Bargaining Agreement, and may provide recommendations to the Marin Municipal Water District. The committee is not intended to supersede any processes, rights or obligations otherwise provided by the Collective Bargaining Agreement.

3.5.1 - The Labor Management Committee shall review and recommend classifications or positions to be studied.

The District and the union agree to meet and discuss housing provided for Park Rangers who reside on District property within six months of the signing of this agreement.

#### Section 4. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

#### Section 5. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees and assign work to them; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

## Section 6. Non-Discrimination

The District and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical or mental disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by District policy, State or Federal law.

Complaints under this section shall be filed and processed in accordance with the District's Anti Harassment and Discrimination Policy. If the district policy does not resolve the issue the complaint may proceed in accordance with applicable law.

## Section 7. Hours of Work

### 7.1 Regular Workweek and Regular Workday

**Workweek.** The standard workweek shall consist of a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

**Workday.** The standard workday shall be a 24-hour period beginning at 12:01 a.m.

**Work schedule:** The normal work schedule shall consist of eight (8) consecutive hours of work per day (exclusive of any unpaid meal period), and (40) hours per week.

**Business hours:** Regular District business hours (for non-24-hour operations) are from 6:30 AM to 5:00 PM.

Work weeks, workdays and work schedules may be modified by individual alternate work schedule agreements, which will have clearly indicated work days and work weeks.

Schedules may consist of eight (8) hours, ten (10) hours, or twelve (12) hours, exclusive of the thirty (30) minute lunch period.

By mutual agreement between the District and individual employees, employees may be allowed to work 9/80 , 4/10 , or 12-hour schedules. The 9/80 schedule shall involve alternating workday schedules of eight (8) and nine (9) hours. The normal 9/80 workweek shall consist of forty (40) hours, and no additional

benefits or overtime obligations shall accrue as a result of work on any regularly scheduled eight (8), nine (9) ten (10) or twelve (12) hour work day. Alternative work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by revocation.

7.2 Work Breaks

Employees are entitled to two (2) fifteen (15) minute work breaks per workday, one each in the morning and afternoon. Office personnel should not leave the building without permission of their supervisor. Permission should not be unreasonably denied. Field personnel should not leave the job site during a work break. Work breaks should be taken as scheduled and cannot be accumulated, paid for, or used to offset early departure, to extend a lunch period, or other such use.

7.3 Lunch Period

Employees are entitled to a thirty (30) minute lunch period for each workday, to be scheduled by the supervisor. Unpaid lunch breaks of up to 60 minutes in duration and as part of a regular schedule, may be authorized upon mutual agreement between District management and individual employees. Modified lunch break schedules may be revoked upon five (5) days notice by the employee or management.

Lunch periods should be taken as scheduled, and cannot be accumulated, paid for, or used to offset early departure, or other such use. Treatment Plant/System Operators , Distribution System Operators and Rangers who are assigned a "straight shift" do not have a lunch period but eat their lunch as work allows during their shift.

7.4 Overtime/Compensatory Time

All time worked at the request of the District in excess of forty (40) hours in any week shall be deemed overtime and shall be paid for at one and one-half (1-1/2) the employee's regular hourly rate or earned in the form of compensatory time at the rate of one and one half hours for every hour worked. For this purpose, holiday, sick leave and vacation time shall be considered as time worked.

All time worked at the request of the District in excess of an employee's regular shift or on the employee's regular days off shall be deemed overtime and paid for as such whether or not forty (40) hours have been served in the week in question except as provided in Section 7.9.

The work schedule, for purposes of this Section, may consist of five (5) eight (8) hour days, four (4) ten (10) hour days or three twelve (12) hour days and a four (4) hour day, within a regular recurring period of one hundred sixty-eight (168) hours in the

form of seven (7) consecutive twenty-four (24) hour periods.

Any employee who works at the request of the District, for sixteen (16) hours or more in any twenty-four (24) hour period beginning at the start of their shift will be paid at double the employees regular hourly rate after the sixteenth hour.

The payment for overtime worked shall be either cash or compensatory time, at the employee's discretion and in conformance with FLSA. Compensatory time off shall not be allowed to accumulate in excess of forty (40) hours and may be taken at a time mutually agreeable to the Division Manager. The Division Manager will give due consideration to those requests for compensatory time which are received at least five working days in advance.

7.5 Standby

The normal standby period shall be seven (7) days, from Monday through Sunday. Employees on standby shall receive two (2) hours of their regular straight time hourly pay for each regular work day of the standby duty period, and three (3) hours of their regular straight time hourly pay (regularly scheduled days off and holidays) of the standby duty period. In the event an employee is on standby for a period shorter or longer than seven (7) days, a pro rata amount shall be paid. Employees responding while on standby duty shall be paid from the time of the call to report for duty.

Employees who are on Standby and are in a District car/vanpool may continue to participate in the car/vanpool while on standby if they are not District First Responders. District First Responders are either Utility System Specialists or Mechanical and Electrical personnel who are on Standby. District car/vanpool participants, who use their own means of transportation to or from work while on standby will be reimbursed the cost of the car/vanpool for the time they did not use it.

7.6 Call Back and Emergency Overtime

Employees may be called back to work outside their normal work hours as needed. An employee called back to work for emergency overtime work or an employee called for emergency work on his regular day off shall receive a minimum credit of two (2) hours even if the time worked is less than the amount credited, this time shall be deemed "overtime" and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

7.7 Shift Differential

The normal work schedules (for non-24-hour operations)\_for District employees shall occur between 6:30 a.m. to 5:00 p.m.

Those employees scheduled to work a regularly scheduled shift outside the normal work schedules shall receive an eight percent (8%) differential for those hours worked between 5:00 p.m. and 10:30 p.m., and ten percent (10%) for hours between 10:30 p.m. and 6:30 a.m. Shift differentials will be paid from the start of the shift, as long as the employee works at least a full hour on the shift. (Flex-time at the request of the employee is exempt from this provision.)

1. Shift extensions would not qualify for Shift Differential.
2. For regularly scheduled shifts, the shift must extend at least an hour past the start of the shift differential start time (after an hour, the shift differential would be paid from; 5:00 PM or 10:30 p.m.)
3. Distribution Operators on a regularly scheduled 2:30-10:30 shift, shall receive an eight percent (8%) differential for all hours worked on their shifts.
4. Treatment Plant/System Operators working twelve (12) hours shifts shall receive a ten percent (10%) differential for all hours worked on the night shift (7:00 p.m. to 7:00 a.m.).

7.8 Flexible Work Hours

An individual employee's or group of employee's request for an alternate work schedule (i.e. 9/80 or 4/10) shall be considered on an individual or departmental basis and may be approved on an individual or departmental basis provided there is no adverse effect on District operations, and at the District's sole discretion. The regular day off for the participating employee's alternative work schedule shall be by default either Monday or Friday, unless otherwise mutually agreed upon between supervisor and employee. It is understood that such alternate work schedule may not be permanent. Alternate work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by the revocation.

Individual employees or groups of employees may request 9/80 or 4/10 schedules. The District agrees to respond to the request within a reasonable time.

7.9 Fair Labor Standards Act Exempt Classifications

Employees in the following classifications are exempt from the overtime provisions of this contract in accordance with the Fair Labor Standards Act (29 CFR, section 541.3 and 541.301) as Professional Employees: Associate Engineer and Senior Engineer. Although not eligible for overtime compensation, with advance written permission of the District General Manager or Division Manager, such employees may earn exchange time at

an hour for hour rate for those hours worked that are in excess of a normal work week.

No employee may accrue exchange time in excess of one hundred twenty (120) hours. Exchange time up to eighty (80) hours may be accrued and carried forward indefinitely, but any exchange time in excess of eighty (80) hours must be taken within one (1) year of accrual or be lost, except that the District General Manager may, for good cause, allow hours in excess of eighty (80) to be taken at a time convenient to the District which has been approved in advance by the Division Manager or Assistant Division Manager. Under no circumstances shall any employee be entitled to monetary compensation for accrued exchange time upon his termination, retirement, or otherwise, nor shall the amount of accrued exchange time affect the amount of any employee's accrued vacation time.

7.10 Acting Assignment Pay

(1) Authorized acting assignment work in a higher classification shall be paid at 8% above the employee's regular pay. Such pay shall be effective for authorized hours worked in the higher classification after a total of forty (40) hours have been reached, regardless of when performed.

(2) All acting assignments must be approved in advance by the Division Manager.

(3) The acting assignment must include responsibilities for continuing the activities of the unit, section or division in the absence of the incumbent. While handling of emergency or sensitive assignments may be waived, the normal operation will be expected to continue during the acting assignment. Qualifications are to be approved by the Division Manager or District General Manager as appropriate.

(4) A Manager has the option of not making an appointment if in his/her judgment it is not required, or where no one meets the qualifications. If no assignment is made, the next highest position will assume the responsibilities.

(5) The assignment shall be made in whole workday increments and must be made in writing and include specific dates, with a copy placed in the employee's file.

(6) If overtime, differential time, or call-out status is required, it will be based on the pay rate of the acting assignment. If it is warranted, compensatory time may be accrued. Vacation or sick leave will be at regular pay.

7.11 Temporary Change of Schedule

If, due to coverage considerations, and in the absence of at least twenty-four (24) hours notice, the District finds it necessary to request that an employee make a temporary adjustment to their regular work schedule in order to fill a vacancy in a regular work shift; any hours outside of the employees regular work



shift shall be paid at one and one-half the regular rate of pay. Adjustment shall not be made so as to deny employee's overtime opportunities.

The temporary change in schedule shall not extend beyond ten (10) working days, unless by mutual agreement.

## Section 8. Employee Categories

Employees will be hired into one of the following categories:

Regular Full-Time - Hired for a 40-hour workweek, or its equivalent; eligible for fringe benefits.

Regular Part-Time - Hired for less than a 40-hour workweek; eligible for fringe benefits on a pro rata basis as defined by the appropriate health and welfare benefit plan document.

Temporary Full-Time - Hired for a 40-hour workweek or its equivalent, and for a specified employment period, usually not to exceed twenty-four (24) months; eligible for fringe benefits.

Temporary Part-Time - Hired for either a 40-hour workweek or its equivalent, or less than a 40-hour workweek, for up to three (3) months but may then be extended for an additional three (3) months by the District General Manager; not eligible for fringe benefits; paid on an hourly rate.

Seasonal - Hired for a 40-hour or less workweek, for up to six (6) months, and not eligible for fringe benefits; paid on an hourly rate. The hiring time may be extended by up to thirty (30) days. The union shall receive notice in advance of any such extension.

## Section 9. Probationary Period

### 9.1 New Hire

The probationary period for newly hired employees within the bargaining unit shall be one (1) year of paid service. Newly hired employees who are reclassified during their initial probationary period will be required to complete an additional year of probation in their new classification.

At the discretion of the District General Manager, the probationary period for a newly hired employee may be extended for up to six (6) months, if circumstances warrant, by giving notice to the employee fifteen (15) work days before the scheduled completion date of the normal probationary period. During the probationary period or any extension thereof, an

employee may be dismissed and the employee shall not have the right to a hearing with respect thereto.

9.2 Promotion

The probationary period for newly promoted employees shall be three (3) months of paid service in the new classification when the promotion is in the same occupational series. During this period of time, when the promotion is in the same occupational series, the employee may return or be returned to his/her original classification without the right to appeal.

For promotions outside an occupational series, an employee will serve a six (6) month probationary period. During the first six (6) months the employee may return or be returned to his/her original position. After six (6) months, the employee shall not have the right to return to his/her original position.

At the discretion of the District General Manager, the probationary period of a promoted employee may be extended for up to three (3) additional months, if circumstances warrant, by giving notice to the employee fifteen (15) work days before the scheduled completion date of the normal probationary period.

9.3 Status

Upon completion of the probationary period, as defined in Sec 9.1 and 9.2, an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause.

Section 10. Salaries

10.1 General Salary Increase

1. The District shall first, on July 1, 2013 increase the base salary for each benchmark class and the related classes to the average of the 2013 salary survey, adjusted for wage only increases in survey agencies through April 1, 2013.

2. Then, effective July 1, 2013, the District shall provide all classes a 2.6 % increase in base salary. The unit will receive a wage increase effective July 1, 2014 and July 1, 2015 as follows:

3. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2014 shall not be less than 2.0% nor greater than 3.0%.

4. The COLA wage increase on July 1, 2015 shall not be less than 2.0% nor greater than 3.0%

The District, in consultation with the Union, shall conduct a comparability survey beginning at least six (6) months prior to the term of this contract.

The base salary for Utility Crew Leader shall be adjusted to 12% above Heavy Equipment Operator.

10.2 Starting Rate

Employees normally begin in a classification at Step One. When circumstances warrant, the District General Manager may, at his/her discretion, approve an entrance salary at a step higher than Step One.

10.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Division Head and approval of the District General Manager.

New employees who enter a classification at Step One (1) will be eligible for increase to Step Two (2) upon successful completion of their probationary period, and such employees will be eligible to receive additional step increases annually thereafter, up to and including Step Five (5). Employees promoted into a classification at Step One (1) will be eligible for increase to Step Two (2) after successful completion of their probationary period and such employees will be eligible to receive additional step increases annually thereafter, up to and including Step Five (5). Employees who enter a classification at Step Two (2) or higher will be eligible for increase to the next higher step after completion of one (1) year in the classification, and such employees will be eligible to receive additional step increases annually thereafter, up to Step Five (5).

10.4 Benchmark and Equity

The Union and the District agree to work jointly on the development and implementation of a benchmark system intending to make significant progress in moving all positions into a logical relationship. The benchmark system will include the identification of benchmark positions, the establishment of percentage spreads in the relationship between positions within the series, conducting a compensation survey of benchmark positions and subject to meet and confer, the distribution of equity adjustments based on the benchmark comparative study.

The benchmark system shall be developed to include all positions. Each position shall be identified in a series with other

closely related positions. One position in each series will be defined as the benchmark position for the purpose of the comparative study. The joint committee will define the percentage spread between positions within a series, using industry standards where applicable and the 'universe' of comparable agencies. The universe of comparable agencies shall consist of a number of agencies containing positions which are closely comparable to the benchmark positions. The Union agrees that it will submit the findings of the committee to its membership.

See Attachment B – List of Comparable Agencies

10.5 Classification Review

The District may conduct organization wide classification studies during the term of this CBA. In the case that classification studies are conducted, the Labor Management Committee shall be noticed, and will be provided with an opportunity for ongoing input into the process.

10.6 Bilingual Pay

Employees who utilize bilingual skills as essential to perform their assigned duties shall receive forty dollars (\$40) per pay period.

The Human Resources Manager shall, in consultation with the labor-management committee, establish criteria for both the assessment of skills, and the identification of qualifying positions.

Section 11. Health and Welfare

11.1 Medical Insurance

An employee becomes eligible to participate in the District's health plan on the first day of the month following the receipt of the employee's application for coverage by Human Resources. Employees may elect coverage with any of the health insurance plans authorized under the PERS medical insurance coverage program. The District pays the premium for the employee and one (1) eligible dependent, and the employee pays the premium for eligible dependents in excess of one (1).

Any premiums paid by the employee eligible for Section 125 will be deducted from the employees pay on a pre-tax basis.

The District will continue to offer Domestic Partner coverage for health insurance based on the PERS requirements and following the required PERS process.

The District will contribute toward covered retired employees,

as defined by PERS regulations for the PERS covered retiree or the retiree and one dependent if enrolled. Any additional costs for retired employees for the PERS medical insurance coverage chosen by the retired employees shall be their responsibility.

Beginning January 1, 2000, the medical contribution of the District shall be set at the rate of the plan that falls in the middle of the list of available medical plans (sequentially, i.e. if the number of plans offered is odd the rate shall be set at the plan in the middle, for example, if eleven (11) plans are offered, the rate will be set at the plan sixth from the bottom. If the number of plans offered is even the rate shall be set at the lower of the two middle plans, for example if twelve (12) plans are offered the rate would be set at the plan sixth from the bottom, if fourteen (14) plans were offered the rate would be set at the plan seventh from the bottom. Any additional costs to active and retired employees for the PERS medical insurance coverage chosen by the active or retired employees shall be their responsibility.

No employee shall be eligible for retiree health insurance until they have completed five (5) years of continuous full time District service. Retirement health benefits are based on the CalPERS vesting requirement of five years. California Public Employees' Retirement Law governs vesting requirements for public agencies and is subject to change at the State level.

11.2 Medical Plan Exemption

Effective January 1, 1992, an employee who is eligible for coverage under the District's medical plan specified in Section 11.1, but who is covered by another medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such medical coverage and by signing a waiver of benefits. In return for not contributing on said employee's behalf for medical coverage, the District shall pay the employee one hundred (\$100) per pay period until such time as said employee is reinstated under the District's medical plan. The employee's election to not be covered by the District's medical plan shall be made for one (1) year and may be renewed on a year to year basis upon submission of evidence of continued coverage under another medical plan. As an exception to the above, an employee, who elects not to be covered by the District's medical plan and who prior to the one (1) year period for making such election loses alternate medical coverage because of a change in marital status, will be eligible to participate in the District's medical plan on the first of the month following official notification to the Human Resources of loss of coverage subject to the rules and regulations of the respective medical plan.

11.3 Section 125 of the IRS Code

The District will continue to have employee deductions for medical plan premiums and dependent care calculated on a pre-tax basis, consistent with current IRS regulations and requirements.

11.4 Dental Insurance

After three (3) months of employment, eligible employees may participate in the District's dental insurance program through the Delta Dental Plan. The District pays the full premium for employees and their eligible dependents.

The maximum calendar yearly benefits shall be two Thousand (\$2,000)(\$1,500). Orthodontia coverage for dependent children of employee, will be covered up to a lifetime maximum of \$2,500 per child.

Retirees: The District shall pay for dental coverage for a retiree plus one dependent, for those retirees with ten (10) or more full years of continuous service with the District, until the retiree attains age 65.

11.5 Eligibility

In order to be eligible for the benefits described in 11.1, 11.4, 11.6 and 11.7 above, an employee must have eighty (80) hours of pay credit during the two previous pay periods.

It is the employee's sole responsibility to notify Human Resources of any change in status (e.g., marital or dependent change) which may affect his/her benefit coverage or that of the employee's family within thirty (30) calendar days of the qualifying event. For the dental benefit described in Sec 11. 4, discretionary changes in status (e.g., addition or removal of a qualified dependent) requested by the employee will be accepted at the next open enrollment period when reported timely and in accordance with District procedures.

11.6 Life Insurance

After o n e (1) month of employment, the District will provide each eligible employee with a Twenty-five Thousand (\$25,000) life insurance policy. Eligible employees may elect additional life insurance coverage of up to One Hundred Thousand Dollars (\$100,000), with the premium to be paid by the employee on a voluntary basis by payroll deduction. This additional life insurance coverage purchase may be made in whole or part at minimum increments of \$10,000, subject to agreement of the insurance provider.

11.7 Long Term Disability

The District will provide each eligible employee with long term

disability insurance.

11.8 Vision Care

The District will reimburse employees for vision care expenses of the employee not covered by existing District health plans or any other insurance plan. The amount of said reimbursement shall not exceed Two Hundred and fifty Dollars (\$ 250.00) in a calendar year. Vision care expenses are limited to examinations, lenses and frames. The employee may carry over any remaining monies for an accumulated total of six hundred dollars (\$600).

11.9 Retirement Plan

**11.9.1 The following provision applies only to those employees hired prior to January 1, 2013 or those new employees who qualify as 'classic' members of CalPERS**

The present Retirement Plan contract between the District and the Public Employees Retirement System (PERS) shall continue at the current benefit level for the duration of this Collective Bargaining Agreement. Participation in the PERS plan and Social Security is mandatory.

Beginning on July 1, 2012, the District shall pay 1% of the employee's contribution for the retirement plan cost. On July 1, 2014, the District will pay ½ of 1% of the employee's contribution, and July 1, 2015 the District will no longer pay part of the employee portion. The employer paid employee's share shall be used in the calculation of the retirement annuity as per Government Code Sections 20691 (which allows the District to pay a portion of the member contribution) and 206369(c) (which allows the District to pay and report the value of the employer paid member contribution).

**11.9.2**

**The provisions below apply to all employees hired beginning January 1, 2013, and who do not qualify as 'classic' members of CalPERS.**

The retirement plan available to new CalPERS members employed by the District shall be 2.0% at 62. There will be no employer payment of any part of the mandatory employee contribution. All other provisions shall be as **required by PEPR**.

11.10 Amendment to Medical Coverage

In the event any Federal or State legislation which provides health care coverage for employees covered by the agreement) is enacted into law during the term of this Collective Bargaining Agreement and such legislation has an adverse impact on

either party, the parties will meet and confer regarding the impact of such legislation on the Collective Bargaining Agreement.

In the event that the level of financial contribution by the District, on the effective date of such legislation is greater than required to satisfy the terms of Section 11.1, the Employer agrees to make the amount in excess of what is required available for the benefit of employees covered by this Agreement. In that event, the parties agree to reopen this Agreement for the sole purpose of negotiating the reapplication of the excess amount to the other terms and conditions of the employees covered by this Agreement.

11.11 Deferred Compensation

The District will extend to employees participation in the deferred compensation plan pursuant to the "Deferred Compensation Plan" approved by the District Board of Directors on May 22, 1985 consistent with current IRS regulations and requirements.

Section 12. Holidays

12.1 Recognized Holidays

The District recognizes the following days as holidays to be taken off with pay by full-time employees:

- |                                       |                               |
|---------------------------------------|-------------------------------|
| (1) New Year's Day                    | (7) Veteran's Day             |
| (2) Martin Luther King Jr.'s Birthday | (8) Thanksgiving Day          |
| (3) President's Day                   | (9) Day after Thanksgiving    |
| (4) Memorial Day                      | (10) Day before Christmas Day |
| (5) Independence Day                  | (11) Christmas Day            |
| (6) Labor Day                         |                               |

If Christmas Day falls on a Saturday, Sunday or Monday, the Day before Christmas Day shall be observed on the last working day before the day on which Christmas is observed by the District.

Previously recognized holidays, Admission Day and Lincoln's Birthday, will be converted to Floating Holidays on January 1, 1996, except that employees in the classifications of Treatment Plant/System Operator, Distribution System Operator, Park Ranger I/II, and Senior Park Ranger and Park Ranger Supervisor who work on Admission Day and Lincoln's Birthday will be subject to the provisions of Section 12.4a.



Effective March 31, 2003, employees that receive floating holidays may use one of their existing floating holidays on Cesar Chavez Holiday, March 31, as long as minimum staffing levels as determined by the supervisor are maintained.

Floating holidays shall accrue as of January 1st of each calendar year, commencing January 1, 1996. An employee's two floating holidays shall be exchanged for the first two days of vacation taken by the employee in a calendar year, but shall not be counted against the employee's total accrual of vacation days for the year.

New employees hired during the period of January 1st to June 30th in the calendar year will be credited with two (2) floating holidays for that year. New employees hired during the period of July 1st to December 31st in the calendar year will be credited with one (1) floating holiday for that year.

12.2 Holidays Falling on Saturday or Sunday

If and whenever any holiday provided for in Section 12.1 above, other than Christmas, falls on a Saturday, it shall be observed on the preceding Friday. If and whenever a holiday provided for in Section 12.1 above falls on a Sunday, it shall be observed on the following Monday.

12.3 Qualifying

In order to qualify for holiday pay, an employee must be in a paid status the last workday before and the first workday following said holiday except as required by law.

12.4 Holiday Pay

(a) Employees volunteering or required to work on a District observed holiday, when such holiday falls on a regularly scheduled work day, shall receive premium pay of one and one-half (1-1/2) times or two (2) times (see applicable holidays below) their regular hourly rate for each hour worked on the holiday, plus straight "holiday pay" for a normal workday. Premium pay for holiday work may be taken as cash or compensatory time-off at the employee's discretion.

(b) Employees volunteering or required to work when an actual or District observed holiday falls on an employee's regularly scheduled day off, may choose at the employee's discretion to take an "in lieu" day off or receive straight "holiday pay". The "in lieu" day off shall be taken at a time approved by the supervisor of the employee. If the holiday falls on an employee's regularly scheduled day off, and the employee does not work that day, payment for that (straight-time) holiday on the regular day off shall not be

considered as hours worked for purposes of overtime in that same work week.

(c) Those employees working on the third Thursday of November (Thanksgiving Day), December 24 (Christmas Eve), December 25 (Christmas Day) and on January 1 (New Years Day), and July 4, will receive premium pay of two (2) times the regular hourly rate for each hour worked on the holiday plus straight "holiday pay" for a normal workday. Those employees working the holiday may choose at the employee's discretion to take an "in lieu" day off instead of "holiday pay" for the normal workday.

(d) If an employee works on both the observed and actual holidays (e.g., a Friday for a Saturday holiday), they will receive holiday premium pay for the actual holiday only.

#### 12.5 Holiday Scheduling

(a) Certain departments within the District may post a 'Holiday Sign-up' during November of each year for employees to voluntarily request work on a Holiday during the following year where the District determines Department coverage is required on the holiday,

(b) If insufficient volunteers sign-up for holiday coverage, the District shall assign employees by rotation, by inverse seniority for the necessary coverage.

If this specific process does not work for a particular department, another fair and equitable procedure will be used.

(c) Floating Holidays should be requested at least five (5) days preceding the requested day(s),

### Section 13. Vacation

#### 13.1 Vacation With Pay

Full-time employees shall earn vacation with pay at the following bi-weekly rates for each complete year of paid service with the District:

For the first four (4) years of service----- 3.08hours/pay period;  
For the next five (5) years of service ----- 4.62 hours/pay period;  
For the next six (6) years of service ----- 6.16 hours/pay period;  
Sixteen (16) years of service ----- 6.47 hours/pay period;  
Seventeen (17) years of service ----- 6.77 hours/pay period;

Eighteen (18) years of service ----- 7.08 hours/pay period;  
Nineteen (19) years of service ----- 7.39 hours/pay period;  
And For Twenty (20) or more years of service----- 7.70 hours/pay period.

13.2 Vacation Scheduling

Vacations will be scheduled by the Division Manager or designee in accordance with work load and District seniority. Seniority is defined as the total continuous time of service with the District, as defined in Section 16.2 of this Collective Bargaining Agreement. The most senior person in each work unit, based on overall District seniority, will have first choice in selecting a single block of vacation, with the scheduling then proceeding to the next senior person until all vacation has been scheduled. If at all possible, the selected time will be assigned. If there is a conflict, employees may be asked to select another time. Once vacation time is assigned, it will not be changed except with advance approval of the Division Manager. If scheduled vacation time is not taken, the employee may not invoke seniority when rescheduling vacation. Vacation time may be taken only upon advance request and with approval by the Division Manager at least five (5) working days prior to the starting date. Vacation may be granted with less than five (5) working days notice by mutual agreement.

No vacation may be taken by an employee during the first six months of employment except as provided in Section 13.6 below.

13.3 Holiday During Vacation

In the event a holiday, as provided in Section 12.1 herein, falls within an employee's vacation, the time shall be considered a paid holiday rather than vacation or compensatory time.

13.4 Lump Sum Vacation Pay

An employee whose service with the District terminates for any reason or who is granted a leave of absence shall be paid a lump sum for all accrued vacation earned prior to termination date or last day worked. Upon separation, the employee shall reimburse the District for any used but unearned vacation. The District shall be reimbursed for any unearned vacation, either by debiting the final check or by direct payment to the District.

13.5 Vacation Carry Over

Employees may carry over accrued, unused vacation from calendar year to year, to a maximum of four hundred (400) hours

Beginning January 1, 2000, when an employee's vacation balance reaches four hundred (400) hours, the employee shall no longer accrue vacation hours. Vacation hours shall begin to accrue when the employee's accrued hours drop below the four hundred (400) hour maximum.

13.6 Vacation Use for Illness

Vacation time will automatically be used to cover sick time off when an employee has a bona fide illness and has no sick leave (This includes an employee during his/her first six months of employment where he/she has accrued but cannot use vacation per Section 13.2 above).

13.7 Use of Unearned Vacation

On a case by case basis employees may be allowed to take vacation before it is earned using a negative accrual system. Approval may be granted by the Division Manager taking into consideration any special circumstances. Employees must pay back the negative accrual and create a positive accrual sufficient to cover the next vacation request before another vacation request can be granted.

Section 14. Sick Leave

14.1 Sick Leave Accumulation

Full-time employees shall earn and accumulate paid sick leave without limit at the rate of 4.62 hours per pay period of service with the District. The District Board of Directors may, in its discretion, grant additional sick leave not to exceed seven hundred twenty (720) hours to any employee who has used all of his or her accumulated sick leave and is unable to work due to illness or injury if the employee's work record and years of service so warrant.

14.2 Sick Leave Use

All employees shall be entitled to use accumulated sick leave under the following circumstances:

(1) The employee is incapable of performing the job duties due to illness, or injury;

(2) To attend a medical examination or treatment in a doctor's office, dentist's office, hospital or other medical facility for the employee's own health condition; provided that the amount of sick leave used for such visits is the amount of time reasonably necessary to travel to and from and attend the medical appointment;

(3) To attend to the illness of the employee's "immediate family" member as defined in Section 14.3 below. ("Kin Care.") An employee may use up to one-half of the District's annual sick leave accrual (60 hours /calendar year) for this purpose. Employees may use sick leave under this provision for the care of family members to include routine medical and dental appointments that the family member could not keep on their own. Employees may use a day of sick leave under this provision to be

with their spouse or registered domestic partner at the time of birth of a child;

In the case of a serious condition, after use of sixty hours (60) "Kin Care" for "immediate family" members (as defined in Sec 14.3 below) leave in any calendar year, employees may use other forms of paid time off, including but not limited to vacation and compensatory time off. Once all other forms of paid leave have been exhausted employees may use any remaining sick leave, the total amount of paid time used may not exceed the total of time allowed under FMLA or CFRA,

(4) The employee is pregnant and desires to take maternity leave may take up to six months per pregnancy based on certified medical needs and subject to related Federal and State provisions.

14.3 Immediate Family Defined

An employee's immediate family, as it applies to Sections 14.2 (2) and 14.9, is defined as the employee's spouse, registered domestic partner, children, foster children, parents, foster parents, grandparents, brothers, sisters, and the parents, foster parents or children, or grandparents of the employee's spouse or registered domestic partner or for a family member for whom the employee is standing in loco parentis.

14.4 Sick Leave Approval

Employees entitled to sick leave must make application therefore on forms provided by the District as soon as possible after returning to work. The District may require a doctor's certificate stating the necessity for sick leave and may make such other investigation as to the necessity for sick leave as it deems appropriate. In the event an employee fails to provide satisfactory evidence of the necessity for sick leave within five (5) working days after being instructed to provide such evidence claiming or applying for sick leave, the employee's sick leave rights for the period applied for shall be deemed to have been voluntarily waived and released.

An employee who is absent from work due to their own or a family member's illness, injury or other medical condition must notify their supervisor of their absence within a reasonable time prior to the start of their scheduled shift. If an employee is unable to place a call, a friend or relative should be asked to contact the supervisor on behalf of the employee. An employee who requires sick leave to attend a medical appointment must notify their supervisor of the planned absence within a reasonable amount of time following at the time the appointment is made.

14.5 Sick Leave Incentive Program

Employees accruing sick leave hours in excess of eight hundred (800) hours may elect during November of each year any one of the following options with respect to such excess hours accrued on or after November 1st of the previous year:

- (1) Accumulation option: continue to accumulate sick leave hours in accordance with Section 14.1;
- (2) Compensation option: be compensated for all accumulated hours in excess of eight hundred (800) hours at fifty percent (50%) of their regular salary rate;
- (3) Combination option: combine the accumulation option and compensation option with fifty percent (50%) allotted to each.

14.6 Sick Leave Payout

Every employee upon retirement shall be paid a lump sum equal to seventy five percent (75%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of retirement. The maximum payout shall not exceed 750 hours.

(2) Every employee having five (5) or more years of continuous service with the District upon discharge due to lack of work or lack of funds within the employee's classification shall be paid a lump sum equal to fifty percent (50%) of the number of days of the employee's accumulated sick leave, based upon the employee's salary at the time of his discharge.

(3) The estate of every employee upon death of the employee shall be paid a lump sum equal to fifty percent (50%) of the number of days of the employee's accumulated sick leave, based upon the employee's salary at the time of death.

14.7 Special Sick Leave

Employees disabled from their regular work by injury received in the course of employment shall be granted special sick leave, not exceeding sixty (60) working days except with special approval of the District Board of Directors. Such special sick leave shall not be charged against sick leave earned pursuant to Section 14.1. An employee may be requested to perform temporary limited duties during such period of disability if the attending physician finds the employee able to perform such duties.

Every employee entitled to special sick leave shall, for each day of such special sick leave taken, be paid the difference between the employee's regular salary or wage and the amount of Workers' Compensation disability payments to which such employee is entitled for such day; provided, that such

differential shall not be paid for any day on which the employee declines to perform temporary limited duties requested of him pursuant to the first paragraph of this Section 14.8.

14.8 Attendance Policy

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

14.9 Funeral/Bereavement Leave

An employee may use up to twenty-four (24) hours of Funeral/Bereavement leave in case of a death in an employee's immediate family, as defined in Section 14.3.

Section 15. Leaves of Absence

15.1 Leave Without Pay

The District General Manager may grant regular full-time employees leave without pay for a bona fide reason for up to six (6) months. Any such leave without pay may be extended for additional periods not to exceed thirty (30) calendar days each. Seniority and longevity shall continue to accrue only during the first thirty (30) calendar days of any leave without pay. The granting or not granting of such leave without pay is at the sole discretion of the District General Manager except as provided below.

In instances where an employee has exhausted all paid leave accruals and there is a bona-fide reason for an absence, requests for one week (40 hours) or less of leave without pay may be authorized by the Division Manager or his/her designee.

15.2 Family and Medical Leave Act

Family and medical leave shall be granted in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, as amended.

15.3 Subpoenaed Court Appearance

Whenever an employee is summoned for jury duty as a state or federal trial juror or grand juror, or is subpoenaed to appear as a witness before a grand jury or at a preliminary hearing, trial, or deposition, in a case in which he is not a party, such employee's regular pay shall continue and time spent in jury service or in giving testimony shall not be charged to the employee's sick leave or vacation time, but employee shall reimburse District for compensation received for any service or witness fees received, not including mileage.

15.4 Military Leave

Employees shall be granted military leave in accordance with the provisions of California Military and Veterans Code Section 395, et. seq. and shall be entitled to the salary continuation rights and status and any reinstatement rights specified therein.

15.5 Disability Absence

A disabled employee may be provided an unpaid leave of absence of a specific duration as a reasonable accommodation where it is likely the employee will be able to return to their job at the conclusion of the leave. If, during the course of such leave, the District reasonably determines that it is unlikely that the employee will be able to return to their position because of a disability, the District may terminate the employment, provided that there is no available alternative position for which the employee is qualified to perform.

The District may deny a request for leave under this section where the length of the leave imposes an undue hardship on the District.

When an employee becomes disabled due to a work related injury, the maximum duration of an occupational injury leave is as required by law.

This section is not intended to abridge rights involving disability leave where said rights are otherwise established by local, state or federal statute.

15.6 Maternity Leave

A pregnant employee may take a maternity leave of up to six (6) consecutive months, with approval by their division manager. The employee may use their paid leave time, in the form of accrued sick time, as per section 14.2 (4), and/or any accrued vacation and compensatory time during the period of maternity leave.

15.7 Paternity or Adoptive Leave

A prospective father or adoptive parent may take a parental leave of up to six (6) consecutive months, with approval by their division manager. The employee may use their paid leave time, in the form of accrued sick time, as per section 14.2 (3), and/or any accrued vacation and compensatory time during the period of parental leave.



## Section 16. Layoff

### 16.1 Need For Layoff

In determining the necessity for a layoff, assuming that all other factors are equal, layoffs shall be determined on the basis of seniority. The other factors to be evaluated will include, but may not be limited to, the following:

- (1) The need and funding for the position;
- (2) Whether the job experience, skills and educational training of an employee being considered for layoff qualify the employee for another position;
- (3) Overall level of performance with the District of an employee being considered for layoff;

### 16.2 Seniority Defined

Seniority is defined as the total continuous time of service with the District, excluding any service time during which the employee was classified as part-time. Seniority will accrue for each month in which a full-time employee has 80 hours of pay credit.

### 16.3 Notice of Layoff

The District will make every effort to give as much advance notice of layoff as possible. Regular full-time employees will receive a minimum of ninety (90) calendar days written notice; full-time temporary employees will receive a minimum of sixty (60) calendar days written notice, except that when the position is scheduled for six (6) months or less, the employee will receive a minimum of thirty (30) calendar days written notice; part-time hourly employees may be laid off without advance notice.

## Section 17. Discipline and Discharge

Upon completion of the designated probationary period an employee shall be designated as a non- probationary employee who shall be subject to disciplinary action only for cause. The District shall use progressive disciplinary steps (i.e., verbal warning, written reprimand, suspension, termination) unless the violations are extremely serious.

### 17.2 Preliminary Notice

A non-probationary employee shall receive, in accordance with the law, a preliminary written notice of any proposed disciplinary action that involves the loss of pay. The notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the

disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the notice. Adverse documents that did not result in a loss of pay and which are more than three (3) years old shall not be utilized in subsequent disciplinary action.

In cases of discipline which involves no loss of pay, the employee shall have ten (10) working days to appeal to the District General Manager, who shall schedule a meeting with the employee to review the proposed discipline within ten (10) working days of receipt of an appeal. After hearing the response of the employee the District General Manager may order that the proposed disciplinary action or modification thereof be imposed.

Upon the receipt of the notice of discipline involving a loss of pay, the employee shall have ten (10) working days to appeal the matter in writing to Step 3 of the Grievance Procedure. If a written appeal is filed, no disciplinary action shall be imposed until the District General Manager has conducted a hearing with the employee and employee's representative present and having heard the response of the employee. The District General Manager shall schedule the hearing within ten (10) working days of receipt of an appeal.

17.3 Disciplinary Action and Appeal

After hearing the response of the employee the District General Manager may order that the proposed disciplinary action or modification thereof be imposed.

Thereafter, the employee shall notify the District within ten (10) working days that the matter is appealed to Step 4 (Arbitration) of the Grievance Procedure. The matter shall then proceed in accordance with the Grievance Procedure.

Section 18. Grievance Procedure

18.1 Definitions

(1) A grievance is a dispute that involves the interpretation or application of any provision of this Collective Bargaining Agreement. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum, and discipline which does not involve a loss of pay shall not be subject to the Grievance Procedure.

(2) A day shall mean any that the District Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the District.

(3) A grievant may be an individual employee or a group of employees or the Union on the behalf of a group of employees or the Union on its own behalf on matters involving the District and Union relationship.

(4) Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

## 18.2 Procedure

### Step 1.

Within seven (7) working days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor.

Within five (5) working days thereafter the immediate supervisor shall investigate and respond to the allegations of the grievant.

### Step 2.

If the grievant is not satisfied with the resolution at Step 1, the grievant must reduce the grievance to writing and present it to the Division Manager within ten (10) working days.

The written grievance shall contain a statement of facts about the nature of the grievance, and shall identify the specific provisions of this Collective Bargaining Agreement alleged to be violated, applicable times, places and names of those involved, the remedy or relief requested, and shall be signed by the grievant.

The Division Manager shall confer with the grievant and within ten (10) working days respond to the allegations in writing.

### Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within ten (10) working days appeal the matter to the District General Manager.

The District General Manager shall investigate the matter, conduct a hearing if he deems it appropriate and within ten (10) working days, thereafter, respond to the allegations in writing.

### Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the District Human Resources Office within ten (10) working days after the receipt of the response in Step 3, notify the District that the Union wishes to appeal the grievance to final and binding arbitration. The parties shall attempt to agree upon an arbitrator. If no agreement is reached, they shall request a list from the State Conciliation Service of nine (9)

names.

Each party shall then alternately strike a name until only one (1) name remains, said person to be the arbitrator. The order of striking shall be determined by the flip of a coin.

18.3 Arbitration

The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters limited to the conduct of the proceeding, and he may call, recall and examine witnesses as he deems proper.

The burden of proof shall be upon the Union in grievance matters and upon the District in disciplinary matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision which shall be final and binding upon the District, the Union and any employee(s) involved in the grievance or disciplinary matter.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Collective Bargaining Agreement. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of a disciplinary matter, whether the District's allegations are accurate and the appropriateness of the disciplinary penalty.

The fees and expenses of the arbitrator and hearing room shall be shared equally by the Union and the District. All other expenses shall be borne by the party incurring them. The cost of the services of a court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared equally.

18.4 General Provisions

(1) Employees, who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party, shall be free from discrimination by either the Union or the District.

(2) A grievant has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the grievance, upon which the

District relies in making its determinations. The right to cross-examine witnesses applies only at hearings held under this section and not to the Skelly (pre-discipline) process.

(3) If the District management fails to respond within the specified time limits, the grievance shall, at the request of the Union, automatically be moved to the next step of the procedure. If the Union or a grievant fails to process or appeal a grievance within the specified time limits, the matter shall be deemed settled. The parties may by mutual agreement waive the steps in the procedure.

(4) If a hearing is held during work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.

(5) The Human Resources Office shall act as the central repository for all grievances.

(6) Time is of the essence in processing all grievances. Time limits contained herein may be extended by mutual agreement of the parties. All agreements to extend deadlines must be in writing. Absence for bona fide reasons by a grievant, the union representative or any management official involved in responding to the grievance shall constitute good cause for granting an extension to the time limits by the same number of days of absence.

### Section 19. Meal Allowance

The District will compensate the cost of an employee meal allowance when the employee received less than twenty-four (24) hours confirmed notice of the overtime work schedule and one of two conditions apply:

(1) The employee works a shift extension of two (2) hours either beyond the regular quitting time or prior to the regular starting time;

(2) The employee completes a four (4) hour work period when on overtime;

The purpose of meal compensation is to allow employees a meal allowance when they receive short-notice of the overtime work.

Example: Employee's regular shift is 06:30 – 3:00 PM, with overtime (unplanned) between 3:00 PM – 10:00PM. At 5:00 PM (2 hours into overtime) the employee is entitled to a meal

allowance. At 9:00 PM (4 hours past the first meal) the employee is entitled to another meal allowance.

Time taken for meals eaten away from the work location shall be unpaid time, except employees who are called to work a minimum of two (2) hours preceding their regular shift will be on paid time if their regular shift has commenced upon completion of the overtime work.

Effective July 1, 1995, whenever an employee qualifies for a meal allowance, the employee will receive, at the earliest possible payroll date, the gross amount of \$14.00 per meal.

## Section 20. Uniforms

Uniforms are furnished to employees to provide a means of identification for District employees contacting the public and to present the best image possible of the District. Where applicable, the District will reimburse employees for the purchase of uniforms. Employees are responsible for wearing appropriate uniforms as assigned and are expected to keep themselves neat and clean and the uniform items in good repair in adherence with District Administrative Policy 31, Dress and Grooming Policy.

The District will provide employees their initial annual uniform allotment. In the event an employee does not complete, for whatever reason, their initial twelve month probationary period, the initial uniform allotment shall be returned to the District.

Employees, who are required to wear uniforms and who have completed their initial twelve (12) month probationary period, will be eligible for an annual uniform allowance as listed below. The District shall define the types of uniforms which may be worn by employees. Upon completion of the initial probationary period, the uniform allowance will be prorated based upon the number of pay periods remaining in the fiscal year. The uniform allowance will be paid at the beginning of each calendar year.

Employees shall submit to their supervisor receipts for all uniform purchases. Purchased uniforms are subject to review and approval by the supervisor. Upon approval of the purchased uniforms, supervisors will then submit the receipts to Accounting. All receipts must be submitted to the supervisor by September 1. The supervisor must submit them to Accounting by October 1 of each calendar year. Any uniform allowance which has not been spent during the calendar year will be reported as taxable income for that calendar year.

The District shall designate those classifications for which uniforms and/or boots shall be required. Human Resources

shall maintain a list of classes for which uniforms and/or boots are required, and shall provide the initial list to the Union and a list to employees at the time of appointment. The District agrees to notify the Union in the event it intends to change to the list of classes or to the uniform items themselves. The Union may request, within 10 days of receipt the notice, that the Labor/Management Committee be convened to discuss the proposed changes. The new or amended list of classes or uniform items will be provided to the Union and available to employees.

Whenever the District makes changes in the types of uniforms, uniform items and/or boots to be worn, the District shall provide reimbursement to cover any additional costs not covered by the annual allowance.

The District shall provide the annual uniform allowance as provided below:

- |                                |       |
|--------------------------------|-------|
| 1. For Ranger classes -----    | \$400 |
| 2. For all other classes ----- | \$300 |

The District will also furnish Smocks to Chemists and Lab Technicians. Coveralls will be provided for Treatment Plant Maintenance Workers, Treatment Plant Operators, Welders and Auto Mechanics.

Uniforms are to be worn only in conjunction with employment. Uniforms will be maintained by the employee and the replacement of damaged or ruined uniforms will be the employee's responsibility. Uniforms damaged or ruined while an employee is in performance of his /her duties may be replaced by the District at its sole discretion.

It is the responsibility of the employee to purchase, maintain in good condition, and wear the appropriate MMWD uniform/clothing that is required by the job

The boot reimbursement will be provided for those employees in classifications which are required by the District to wear boots. Employees will be allowed to carryover their boot allowance into subsequent years to a maximum of a two year accrual. The District shall provide the annual boot reimbursement as provided below:

- |   |       |
|---|-------|
| For Wildland Fire Suppression Classes ----- | \$275 |
| For All Other Classes -----                 | \$225 |

\*It shall be at the wildland fire suppression employee's discretion to wear either the steel toed or non-steel toed boot when fighting fires. Regardless of which boot is selected, it

must meet the following guidelines.

Wildland fire suppression employees may use their annual safety boot allowance to purchase non-steel toed boots for control burns and fire fighting. The boots must meet the requirements of the General Industrial Safety Orders in the California Code of Regulations for wildland fire fighting and the NFPA "Wildland Fire Personal protective Gear standards for footwear."

Although the General Industrial Safety Orders require that the height of the boots be six inches in height, in order to provide greater safety for the employee's ankles, the District shall require that the boots eight inches in height (the same standard as the U. S. Forest Service). The construction of the boots shall be:

Soles – Hard rubber, non-slip with a lug type tractor-tread sole  
Stitching – Should be of a waxed linen thread not a synthetic material  
Uppers – Should be of good quality leather, brown in color  
Height – Eight inches measured from bottom of the shoe heel  
Laces – Should be of leather or rawhide

## Section 21. Automobile Use

### 21.1 Employee Vehicle

The District will reimburse employees at the rate currently approved by the I.R.S. for authorized use of their private vehicle for District use, for miles traveled on paid time. Private vehicles may be used only when no appropriate District vehicle is available and with the advance approval of the employee's Division Manager.

### 21.2 District Vehicles

To facilitate the District's operation, the District General Manager may assign a District vehicle to certain employees who are required to be on call for and respond to operational problems or emergencies after normal work hours. District vehicles are not to be used for personal business and are to be operated only by District employees.

## Section 22. No Strike

During the term of this Collective Bargaining Agreement the Union, its members and representatives agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties or stoppage of work against the District or participate in sympathy strikes or honor picket lines where such action would cause a disruption of District services.



During the term of this Collective Bargaining Agreement, the District agrees that it will not lock out employees.

### Section 23. Prevailing Rights

All matters within the scope of meeting and conferring which have previously been in effect through policies, rules, regulations, ordinances or resolutions, which are not specifically modified or superseded by this Collective Bargaining Agreement shall remain in full force and effect during the term of this Agreement and are hereby incorporated therein as part of this Agreement. However, the District may propose changes to such matters, and shall provide timely notice to the Union, and respond to requests from the Union to meet and confer on such proposed changes.

### Section 24. Education and Training

#### 24.1 Tuition Reimbursement

The District will reimburse tuition, books, Laboratory fees and examination fees in the amount of up to \$2,000 per employee per fiscal year in connection with educational courses taken by regular full-time or regular part-time non-probationary employees. The educational course must be related to the employee's current position or to a position within the District to which an employee may aspire. The written request for the cost reimbursement must be completed by the employee and approved by the Division Manager and the Human Resource Manager before the course begins. In order to be reimbursed for educational cost, the employee must attain a grade of at least "C" or its equivalent, and class and study time must be outside the employee's normal work hours. To qualify, courses must be given by an accredited school or college, or a recognized professional or training organization acceptable to the District. Transportation or other costs are not reimbursable.

#### 24.2 Training and Conference Expenditures

All requests for attendance at training courses, seminars and conferences shall be approved in advance by the employee's Division Manager and the District General Manager. Reimbursement for all associated costs shall be in conformance with the District policy.

24.3 Mandatory Training

Whenever feasible, mandatory training shall be conducted on the employees regular work schedule.

When it is not feasible to schedule mandatory training during the employees regular work schedule, the District shall compensate the affected employee(s) at a minimum of one (1) hour of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel.

24.4 Mandatory Meetings

Whenever feasible, educational/operations meetings shall be conducted on the employees regular work schedule.

When it is not feasible to schedule educational/operations meetings during the employees regular work schedule, the District shall compensate the affected employee(s) at a minimum of one (1) hour of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel.

Section 25. Job Descriptions

When the District revises a job description, it will highlight the changes and send a copy to the Union and the employee(s) in that classification giving the Union and the employee(s) ten (10) working days for review and comment before the revised job description becomes effective.

Section 26. Clean Air Policy

Smoking is considered to be damaging to health; the purpose of this policy is to provide a smoke free environment in District locations.

(1) This policy applies to all District work locations and facilities. It applies to all employees, vendors and contractors conducting business at District locations, and to the general public.

(2) "Smoking" includes the exhaling or emitting of smoke from a pipe, cigar or cigarette, and the lighting, or the carrying or holding of a lighted pipe, cigar or cigarette.

(3) Smoking is prohibited in all enclosed District facilities. Employees may go outside to smoke, but only during normally scheduled breaks.

(4) Smoking is prohibited in all District vehicles.

(5) Individuals, especially supervisors, covered by this policy

are expected to recognize the rights of non-smokers and smokers, and cooperate in applying the spirit and intent of this policy to the resolution of disputes concerning its provisions.

(6) This policy shall be effective October 1, 1991.

#### Section 27. Severability

If any Section or paragraph of this Memorandum shall be held to be invalid by law or action of a court of competent jurisdiction, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such Section or paragraph.

#### Section 28. Full Understanding. Modification, Waiver

Except as specifically otherwise provided herein, it is agreed and understood that the District and the Union voluntarily and unqualifiedly waives their rights, and agrees that the other shall not be required, to meet and confer with respect to any subject or matter covered herein, during the term of this Memorandum. The foregoing shall not preclude the District and the Union from meeting and conferring at any time during the term of this Memorandum provided there is mutual agreement to meet and confer on any subject.

#### Section 29. Existing Laws

This Memorandum shall be subject to all applicable laws.

#### Section 30. Duration

This Collective Bargaining Agreement shall be effective July 1, 2013, except for those provisions of the Collective Bargaining Agreement which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2016.

Collective Bargaining Agreement between Marin Municipal Water District & SEIU 1021 / 2013 - 2016

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement this 16<sup>th</sup> day of July, 2013.


Marin Municipal Water District



By Larry Russell  
President, Board of Directors



By Krishna Kumar  
General Manager



By Mark Williamson  
Human Resources Manager

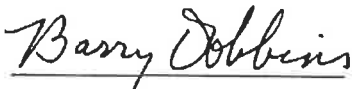
SEIU Local 1021



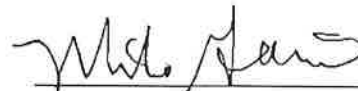
By Lorenzo Sotelo,  
Field Representative, SEIU Local 1021



By Pete Castelli,  
Executive Director, SEIU Local 1021



By Barry Dobbins,  
Union Steward



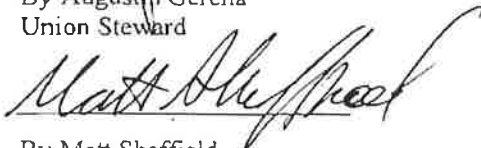
By Mike Garrison  
Union Steward



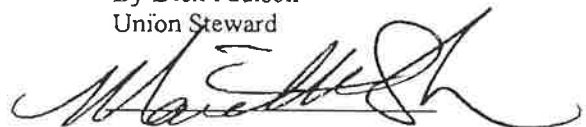
By Augustin Gerena  
Union Steward



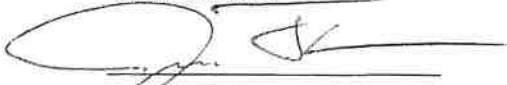
By Dick Paulson  
Union Steward



By Matt Sheffield  
Union Steward



By Mariette Shin  
Union Steward



By Justin Turnham  
Union Steward

Marin Municipal Water District

Clarification of payment of overtime/compensatory time relating to holidays:

Section 7.4 of the current CBA will be used relating to calculation of overtime, rather than section 12.4.



For the District, Krishna Kumar



Mark Williamson



For SEIU, Lorenzo Sotelo



Mariette Shin

**AMENDMENT NO. 1 TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE MARIN MUNICIPAL WATER DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 1021**

This amendment to the Collective Bargaining Agreement between the Marin Municipal Water District ("District") and Service Employees International Union, SEIU Local 1021 ("SEIU Local 1021") ("First Amendment") is entered into by and between District and Local 1021.

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals:**

- A. The District and SEIU Local 1021 entered into a Collective Bargaining Agreement dated July 1, 2013 ("Agreement"), which commenced on July 1, 2013 and expires on June 30, 2016.
- B. The parties desire to enter into an amendment to the Agreement to document and clarify details of the terms and conditions of District housing made available to District Park Rangers.

**Section 2. Terms:**

- A. Amendment to Agreement: This Amendment No. 1 modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.

**B. Terms:**

- 1. A new Section 7.51 entitled "Standby and Call-out Services for Resident Rangers" is added to the Agreement to read as follows:

**7.51 Standby and Call-out Services for Resident Rangers:**

This Section 7.51 shall apply only to District Park Rangers who reside in District-owned housing. Rangers who reside in District-owned housing shall be available for a minimum of six (6) scheduled standby days per month as a condition of occupying a District-owned house. Additional standby days in excess of six may be required based on operational need. Rangers on standby shall receive two (2) hours of their regular straight time hourly pay for each day of standby duty and three (3) hours of their regular straight time hourly pay for each day of standby duty during District-observed holidays or on their regularly scheduled days off. Rangers responding while on standby duty shall be paid from the time of the call to report for duty.

- 2. In accordance with section 3.5.1 of the Collective Bargaining Agreement between the District and SEIU Local 1021, the District and SEIU Local 1021 met and discussed housing provided for Park Rangers who reside on District property. As a result of those discussions, the District has promulgated the attached revised lease agreement covering ranger occupancy of District-owned housing. This fulfills the obligations of the parties under section 3.5.1.

Dated: June 10, 2014

**SEIU Local 1021**

By Luzo Sotelo

Alman

Marshall

Dated: June 17, 2014

**MARIN MUNICIPAL WATER DISTRICT**

<sup>MMWD</sup>  
Marshall

By

Krishna Kumar  
General Manager

AMENDMENT NO. 1 TO  
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MARIN MUNICIPAL  
WATER DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION SEIU  
LOCAL 1021

This contract amendment (Amendment No. 1") is entered into by and between **Marin Municipal Water District** ("District") and **Service Employees International Union, Local 1021** ("Union").

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. The District and the Union entered into a collective bargaining agreement effective July 1, 2013 – June 30, 2016 ("Collective Bargaining Agreement").
- B. The parties desire to extend the Agreement until June 30, 2018 as described below.

Section 2. Amendments:

- A. Amendment to Collective Bargaining Agreement: This Amendment No. 1 modifies the Collective Bargaining Agreement. Except for the modifications contained herein, all the terms of the Collective Bargaining Agreement shall apply.
- B. Terms:
  - 1. Section 10. Salaries, Section 10.1 General Salary Increase is amended to add the following provisions which read as follows:
    - 5. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2016 shall not be less than 2.0% or greater than 3.0%.
    - 6. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2017 shall not be less than 2.0% or greater than 3.0%.




Section 30. Duration is amended to read as follows:

This Collective Bargaining Agreement shall be effective July 1, 2016 and except for those provisions of the Collective Bargaining Agreement which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Collective Bargaining Agreement:

**MARIN MUNICIPAL WATER DISTRICT**



Cynthia Koehler, President  
Board of Directors



Krishna Kumar, General Manager




Mark Williamson, Human Resources  
Manager

**SEIU LOCAL 1021**



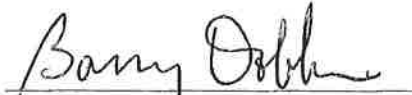
Lorenzo Sotelo, Worksite Organizer  
Local 1021



Mariette Shin, Union President



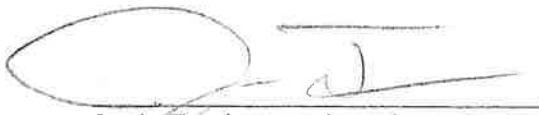
Alex Anaya, Union Treasurer



Barry Dobbins, Union Steward



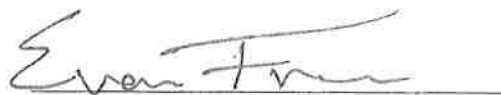
R.J. Kislung, Union Steward



Justin Turnham, Union Vice President



Suzanne Whelan, Union Secretary



Evan Frank, Union Steward

AMENDMENT NO. 2 TO  
THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MARIN MUNICIPAL  
WATER DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION SEIU  
LOCAL 1021

This contract amendment (Amendment No. 2”) is entered into by and between Marin Municipal Water District (“District”) and **Service Employees International Union, Local 1021** (“Union”).

For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. The District and the Union entered into a collective bargaining agreement effective July 1, 2013 – June 30, 2016 (“Collective Bargaining Agreement”).
- B. Amendment No. 1 to the Collective Bargaining Agreement was executed by the parties, extended the term of that agreement until June 30, 2018 and revised Section 10.1 entitled “General Salary Increase.”
- C. The parties desire to again extend the Collective Bargaining Agreement until June 30, 2021 and amend Section 10.1 entitled “General Salary Increase” all as described below.

Section 2. Amendments:

- A. Amendment to Collective Bargaining Agreement: This Amendment No. 2 modifies the Collective Bargaining Agreement. Except for the modifications contained herein, all the terms of the Collective Bargaining Agreement shall apply.
- B. Terms:
  - 1. Section 10. Salaries, Section 10.1 “General Salary Increase” is amended to add the following provisions which read as follows:
    - 7. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2018 shall not be less than 2.0% or greater than 3.0%.
    - 8. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2019 shall not be less than 2.0% or greater than 3.0%.

9. An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2020 shall not be less than 2.0% or greater than 3.0%.

2. Section 30. Duration is amended to read as follows:


This Collective Bargaining Agreement shall be effective July 1, 2018 and except for those provisions of the Collective Bargaining Agreement which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2021.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Collective Bargaining Agreement:

**MARIN MUNICIPAL WATER DISTRICT**


  
Larry L. Russell, President  
Board of Directors

Dated: 1-16-18


  
Krishna Kumar  
General Manager


  
Vikkie Garay  
Human Resources Manager

**SEIU LOCAL 1021**

  
Aaron Burton, Field Representative  
SEIU Local 1021

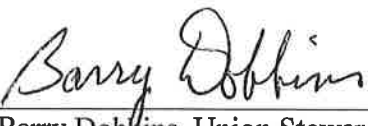
Dated: 1-10-18

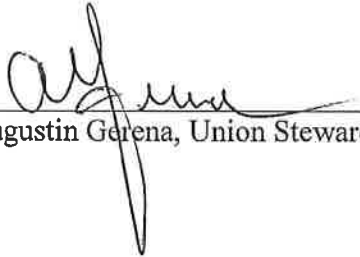
  
Mariette Shin, Union President


  
Evan Frank, Vice President

  
Alex Anaya, Treasurer

  
Suzanne Whelan, Secretary

  
Barry Dobbins, Union Steward

  
Augustin Gerena, Union Steward

  
Chad Hedge, Union Steward

**Marin Municipal Water District SEIU Monthly Pay Scales**  
**Effective 7-1-18 COLA**

POSITION TITLE	2018 STEP 1	2018 STEP 2	2018 STEP 3	2018 STEP 4	2018 STEP 5
Account Clerk I	\$ 4,550	\$ 4,777	\$ 5,000	\$ 5,279	\$ 5,544
Account Clerk II	\$ 5,019	\$ 5,300	\$ 5,565	\$ 5,851	\$ 6,097
Account Clerk III	\$ 5,346	\$ 5,574	\$ 5,897	\$ 6,159	\$ 6,433
Accountant I	\$ 6,076	\$ 6,381	\$ 6,699	\$ 7,033	\$ 7,386
Accountant II	\$ 6,876	\$ 7,261	\$ 7,634	\$ 8,030	\$ 8,418
Accounting Supervisor	\$ 8,183	\$ 8,591	\$ 9,020	\$ 9,472	\$ 9,946
Administrative Analyst	\$ 6,669	\$ 6,979	\$ 7,330	\$ 7,740	\$ 8,138
Administrative Assistant	\$ 5,822	\$ 6,119	\$ 6,379	\$ 6,753	\$ 7,052
Aquatic Ecologist	\$ 7,692	\$ 8,124	\$ 8,544	\$ 8,988	\$ 9,425
Assistant Engineer	\$ 7,978	\$ 8,386	\$ 8,796	\$ 9,222	\$ 9,661
Assistant Engineer - Civil	\$ 7,978	\$ 8,386	\$ 8,796	\$ 9,222	\$ 9,661
Assistant Utility / Maintenance Worker	\$ 5,016	\$ 5,262	\$ 5,534	\$ 5,769	\$ 6,107
Associate Engineer (Civil, Civil/Environmental)	\$ 9,221	\$ 9,658	\$ 10,125	\$ 10,624	\$ 11,138
Automotive Mechanic I	\$ 5,320	\$ 5,546	\$ 5,867	\$ 6,129	\$ 6,401
Automotive Mechanic II	\$ 6,173	\$ 6,458	\$ 6,782	\$ 7,165	\$ 7,533
Backflow & Reclamation Specialist	\$ 6,520	\$ 6,861	\$ 7,222	\$ 7,603	\$ 8,005
Backflow & Reclamation Supervisor	\$ 7,368	\$ 7,780	\$ 8,186	\$ 8,603	\$ 9,022
Business Systems Analyst I	\$ 7,073	\$ 7,383	\$ 7,716	\$ 8,075	\$ 8,483
Business Systems Analyst II	\$ 8,057	\$ 8,464	\$ 8,935	\$ 9,395	\$ 9,886
Business Systems Analyst III	\$ 8,860	\$ 9,306	\$ 9,829	\$ 10,336	\$ 10,873
Business Systems Support Technician	\$ 6,669	\$ 6,979	\$ 7,330	\$ 7,740	\$ 8,138
Chemist I	\$ 6,748	\$ 7,066	\$ 7,421	\$ 7,838	\$ 8,243
Chemist II	\$ 7,701	\$ 8,134	\$ 8,554	\$ 8,993	\$ 9,432
Chief Mechanic	\$ 7,135	\$ 7,535	\$ 7,928	\$ 8,336	\$ 8,738
Communications Specialist	\$ 7,326	\$ 7,644	\$ 7,990	\$ 8,362	\$ 8,785
Construction Inspection Supervisor	\$ 9,233	\$ 9,750	\$ 10,251	\$ 10,786	\$ 11,309
Construction Inspector I	\$ 6,814	\$ 7,124	\$ 7,455	\$ 7,832	\$ 8,268
Construction Inspector II	\$ 7,760	\$ 8,193	\$ 8,614	\$ 9,064	\$ 9,503
Control Systems Specialist	\$ 8,596	\$ 9,039	\$ 9,476	\$ 9,935	\$ 10,408



**Marin Municipal Water District SEIU Monthly Pay Scales**  
**Effective 7-1-18 COLA**

<b>POSITION TITLE</b>	<b>2018 STEP 1</b>	<b>2018 STEP 2</b>	<b>2018 STEP 3</b>	<b>2018 STEP 4</b>	<b>2018 STEP 5</b>
Control Systems/Corrosion Control Supv	\$ 9,648	\$ 10,188	\$ 10,715	\$ 11,267	\$ 11,813
Controls Technician I	\$ 6,646	\$ 6,948	\$ 7,272	\$ 7,639	\$ 8,065
Controls Technician II	\$ 7,503	\$ 7,924	\$ 8,332	\$ 8,765	\$ 9,191
Corrosion Control Technician I	\$ 6,701	\$ 6,993	\$ 7,310	\$ 7,650	\$ 8,036
Corrosion Control Technician II	\$ 7,631	\$ 8,016	\$ 8,465	\$ 8,900	\$ 9,362
Customer Service Field Inspector	\$ 5,343	\$ 5,655	\$ 5,900	\$ 6,167	\$ 6,453
Customer Service Representative I	\$ 4,302	\$ 4,518	\$ 4,729	\$ 4,991	\$ 5,241
Customer Service Representative II	\$ 5,000	\$ 5,276	\$ 5,541	\$ 5,826	\$ 6,072
Customer Service Representative III	\$ 5,343	\$ 5,655	\$ 5,900	\$ 6,167	\$ 6,453
Distribution System Operator	\$ 6,862	\$ 7,161	\$ 7,484	\$ 7,833	\$ 8,227
Distribution System Operator Trainee	\$ 6,238	\$ 6,508	\$ 6,804	\$ 7,121	\$ 7,481
Engineering Aide	\$ 5,492	\$ 5,725	\$ 6,056	\$ 6,327	\$ 6,609
Engineering Technician	\$ 6,292	\$ 6,573	\$ 6,864	\$ 7,186	\$ 7,549
Engineering Technician-Record Supervisor	\$ 7,368	\$ 7,780	\$ 8,186	\$ 8,603	\$ 9,022
Field Supervisor	\$ 8,477	\$ 8,870	\$ 9,319	\$ 9,838	\$ 10,347
Heavy Equipment Operator	\$ 6,397	\$ 6,686	\$ 6,998	\$ 7,351	\$ 7,763
Information Systems Analyst I	\$ 7,073	\$ 7,383	\$ 7,716	\$ 8,075	\$ 8,483
Information Systems Analyst II	\$ 8,057	\$ 8,464	\$ 8,935	\$ 9,395	\$ 9,886
Information Systems Analyst III	\$ 8,860	\$ 9,306	\$ 9,829	\$ 10,336	\$ 10,873
Information Systems Analyst Supervisor	\$ 10,190	\$ 10,705	\$ 11,304	\$ 11,885	\$ 12,504
Junior Engineer	\$ 6,843	\$ 7,182	\$ 7,588	\$ 7,981	\$ 8,391
Laboratory Technician	\$ 6,341	\$ 6,639	\$ 6,974	\$ 7,364	\$ 7,748
Land Surveyor	\$ 7,976	\$ 8,386	\$ 8,826	\$ 9,253	\$ 9,682
Maintenance Crew Leader	\$ 7,124	\$ 7,453	\$ 7,830	\$ 8,267	\$ 8,693
Maintenance Worker I	\$ 5,531	\$ 5,765	\$ 6,104	\$ 6,367	\$ 6,656
Maintenance Worker II	\$ 6,105	\$ 6,368	\$ 6,658	\$ 6,971	\$ 7,320
Mechanical & Electrical Maint Worker I	\$ 6,026	\$ 6,282	\$ 6,648	\$ 6,939	\$ 7,252
Mechanical & Electrical Maint Worker II	\$ 6,751	\$ 7,042	\$ 7,359	\$ 7,704	\$ 8,090
Mechanical & Electrical Maint Worker III	\$ 7,067	\$ 7,388	\$ 7,732	\$ 8,122	\$ 8,577





**Marin Municipal Water District SEIU Monthly Pay Scales**  
**Effective 7-1-18 COLA**

<b>POSITION TITLE</b>	<b>2018 STEP 1</b>	<b>2018 STEP 2</b>	<b>2018 STEP 3</b>	<b>2018 STEP 4</b>	<b>2018 STEP 5</b>
Mechanical & Electrical Maint Worker IV	\$ 7,882	\$ 8,247	\$ 8,664	\$ 9,149	\$ 9,619
Mechanical & Electrical Maintenance Plan	\$ 8,273	\$ 8,659	\$ 9,095	\$ 9,606	\$ 10,099
Mechanical & Electrical Operations Super	\$ 9,378	\$ 9,848	\$ 10,340	\$ 10,856	\$ 11,400
Meter Operations Supervisor	\$ 8,183	\$ 8,591	\$ 9,020	\$ 9,472	\$ 9,946
Meter Reader and Repair Worker I	\$ 5,084	\$ 5,384	\$ 5,616	\$ 5,869	\$ 6,144
Meter Reader and Repair Worker II	\$ 5,714	\$ 6,047	\$ 6,310	\$ 6,596	\$ 6,903
Meter Service Technician	\$ 6,520	\$ 6,861	\$ 7,222	\$ 7,603	\$ 8,005
Office Assistant II	\$ 4,581	\$ 4,803	\$ 5,037	\$ 5,276	\$ 5,571
Park Ranger I	\$ 5,421	\$ 5,663	\$ 5,915	\$ 6,191	\$ 6,504
Park Ranger II	\$ 6,292	\$ 6,572	\$ 6,864	\$ 7,188	\$ 7,549
Real Property Agent	\$ 7,381	\$ 7,797	\$ 8,199	\$ 8,621	\$ 9,040
Safety & Technical Training Specialist	\$ 7,201	\$ 7,535	\$ 7,916	\$ 8,358	\$ 8,790
Senior Administrative Assistant	\$ 6,669	\$ 6,979	\$ 7,330	\$ 7,740	\$ 8,138
Senior Buyer	\$ 6,719	\$ 7,010	\$ 7,328	\$ 7,669	\$ 8,054
Senior Chemist	\$ 8,320	\$ 8,787	\$ 9,241	\$ 9,715	\$ 10,187
Senior Construction Inspector	\$ 8,203	\$ 8,634	\$ 9,090	\$ 9,568	\$ 10,073
Senior Customer Service Representative	\$ 6,454	\$ 6,779	\$ 7,158	\$ 7,525	\$ 7,920
Senior Distribution System Operator	\$ 7,553	\$ 7,904	\$ 8,304	\$ 8,766	\$ 9,218
Senior Drafting Tech/CAD Systems Spec	\$ 7,452	\$ 7,829	\$ 8,266	\$ 8,692	\$ 9,145
Senior Engineer I	\$ 9,898	\$ 10,375	\$ 10,882	\$ 11,409	\$ 11,982
Senior Engineer Tech - Fac Designer	\$ 6,833	\$ 7,173	\$ 7,531	\$ 7,908	\$ 8,304
Senior Engineering Technician	\$ 6,833	\$ 7,173	\$ 7,531	\$ 7,908	\$ 8,304
Senior Meter Reader and Repair Worker	\$ 6,078	\$ 6,434	\$ 6,716	\$ 7,020	\$ 7,345
Senior Park Ranger	\$ 6,806	\$ 7,108	\$ 7,424	\$ 7,774	\$ 8,165
Supv Facilities Maint & Special Projects	\$ 8,545	\$ 8,982	\$ 9,418	\$ 9,875	\$ 10,347
Treatment Plant Trainee I	\$ 6,064	\$ 6,335	\$ 6,615	\$ 6,927	\$ 7,273
Treatment Plant Trainee II	\$ 6,616	\$ 6,926	\$ 7,275	\$ 7,685	\$ 8,084
Treatment Plant/System Operator III	\$ 7,275	\$ 7,685	\$ 8,083	\$ 8,495	\$ 8,909
Treatment Plant/System Operator IV	\$ 7,639	\$ 8,069	\$ 8,485	\$ 8,922	\$ 9,357



**Marin Municipal Water District SEIU Monthly Pay Scales**  
**Effective 7-1-18 COLA**

<b>POSITION TITLE</b>	<b>2018 STEP 1</b>	<b>2018 STEP 2</b>	<b>2018 STEP 3</b>	<b>2018 STEP 4</b>	<b>2018 STEP 5</b>
Utility Crew Leader	\$ 7,124	\$ 7,453	\$ 7,830	\$ 8,267	\$ 8,693
Utility System Specialist	\$ 7,124	\$ 7,453	\$ 7,830	\$ 8,267	\$ 8,693
Utility Worker I	\$ 5,531	\$ 5,765	\$ 6,104	\$ 6,367	\$ 6,656
Utility Worker II	\$ 6,105	\$ 6,368	\$ 6,658	\$ 6,971	\$ 7,320
Vegetation Ecologist	\$ 7,692	\$ 8,125	\$ 8,544	\$ 8,988	\$ 9,425
Warehouse Worker I	\$ 4,730	\$ 4,960	\$ 5,220	\$ 5,442	\$ 5,759
Warehouse Worker II	\$ 5,262	\$ 5,485	\$ 5,806	\$ 6,056	\$ 6,330
Warehouse Worker III	\$ 5,915	\$ 6,174	\$ 6,452	\$ 6,753	\$ 7,094
Water Conservation Specialist I	\$ 6,437	\$ 6,714	\$ 7,103	\$ 7,414	\$ 7,748
Water Conservation Specialist II	\$ 7,326	\$ 7,644	\$ 7,990	\$ 8,362	\$ 8,785
Water Conservation Specialist III	\$ 7,674	\$ 8,021	\$ 8,396	\$ 8,819	\$ 9,311
Water Conservation Specialist Supervisor	\$ 8,707	\$ 9,102	\$ 9,524	\$ 10,005	\$ 10,564
Water Quality Field Supervisor	\$ 8,022	\$ 8,475	\$ 8,915	\$ 9,371	\$ 9,825
Water Quality Technician	\$ 6,878	\$ 7,186	\$ 7,504	\$ 7,857	\$ 8,252
Water System Technician	\$ 6,842	\$ 7,137	\$ 7,458	\$ 7,806	\$ 8,199
Watershed Maintenance Supervisor	\$ 8,431	\$ 8,855	\$ 9,351	\$ 9,833	\$ 10,346
Watershed Volunteer Coordinator	\$ 6,664	\$ 6,979	\$ 7,330	\$ 7,740	\$ 8,138
Welder/Fabricator	\$ 7,034	\$ 7,360	\$ 7,735	\$ 8,165	\$ 8,587



SIDELETTER AGREEMENT BETWEEN THE MARIN MUNICIPAL  
WATER DISTRICT & SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021

COMPLIANCE WITH ASSEMBLY BILL 119

In compliance with Assembly Bill 119, the parties to the 2018-2021 Collective Bargaining Agreement (CBA) between the Marin Municipal Water District and the Service Employees International Union, Local 1021 have met and discussed this legislation. This side letter reflects the agreement of the parties regarding an amendment to the CBA that complies with the terms of Assembly Bill 119.

**A. Bargaining Unit Report:**

At least every one hundred and twenty days (120), the District shall provide the Union with a bargaining unit report in electronic malleable format of all current employees covered by CBA, which shall include the employee's name, membership status, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address on file with the employer provided the employee has not opted out.

Personal records of employees in the Ranger peace officer series classifications will not be included in the report as such information is exempt from disclosure under Government Code Section 6254(k) and confidential under Penal Code Sections 832.7 & 832.8. Individual Ranger peace officers may separately authorize the release of certain Personnel Records (as that term is defined in Penal Code 832.8) to the Union by providing a written signed letter to that effect to the District's Human Resources Manager. Upon receipt of such a letter from a Ranger peace officer, the District will release the authorized information to the Union.

**B. New Employees Notice & Orientation:**

1. The District will provide the Union with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire provided the employee has not opted out.
2. The District shall provide the Union with at least ten (10) days' notice of any new employee orientation; a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operation that was not reasonably foreseeable.



Sideletter Between SEIU 1021 and Marin Municipal Water District

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3. "Each newly hired employee shall be granted the opportunity to participate in a thirty (30) minute in-person Union on-boarding meeting. That meeting will be scheduled during the District's new employee orientation. However, the Union's availability shall not impact the District's scheduling of the District's new employee-orientation.
4. The District shall grant up to two (2) Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct the union onboarding meeting. The Union will make every effort to assign a union employee designee based on or working in closest proximity to the orientation meeting.
5. Upon request, the employer representative(s) shall be absent from the room during any sessions, meetings or trainings conducted by the Union, with newly hired Employees. Likewise, upon request, the Union representatives shall be absent from the room during any sessions, meetings or trainings conducted by the District with newly hired Employees.
6. HR will send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting.

Please indicate your acceptance and approval in the space provided below.

DATED: July 18, 2018

Accepted and Approved:

Marin Municipal Water District



Krishna Kumar, General Manager

Service Employees International Union,  
Local 1021



Aaron Burton, Field Representative



Mariette Shin, Union Steward President







Service Employees International Union – Local 1021

600 B Street  
Santa Rosa, CA 95401  
707-293-2858

Worksite Organizer\_\_\_\_\_

Union Steward\_\_\_\_\_

Telephone Number\_\_\_\_\_

