

MEMORANDUM OF UNDERSTANDING

between

NAPA SANITATION DISTRICT

and

TEAMSTERS LOCAL 315 (SUPERVISORY UNIT)

for the period

July 1, 2020 through June 30, 2024

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milius-Brown Act, California Government Code Section 3500 et seq. Resolution No. 5335, Establishing Rules and Regulations Pertaining to Employer-Employee Relations for the Napa Sanitation District, and all applicable Ordinances and/or Resolutions by the Napa Sanitation District, by and between the Napa Sanitation District (NSD) and the Teamsters Local 315. As a result of meet and confer sessions, the Napa Sanitation District, (NSD) and the Teamsters Local 315, hereinafter Local 315, have agreed to the following understandings:

ARTICLE 1. RECOGNITION

The Napa Sanitation District recognizes the Teamsters Local 315 as the certified majority representative of the employees in the unit consisting of those classifications set forth in Exhibit "A" attached hereto and made a part of this agreement.

ARTICLE 2. TERM

This agreement shall become effective upon approval by the Board of Directors of NSD and being signed by the appropriate officers of the NSD Board of Directors and upon approval of Local 315 and the signature of the appropriate officers of the Local 315. However, unless otherwise specified herein, upon being signed, the effective date of this MOU shall be July 1, 2020 through June 30, 2024, provided that by mutual agreement it shall continue to operate until a new Memorandum of Understanding shall have been entered into by the parties hereto.

The parties agree to use their best efforts to commence the meet and confer process prior to February 1st, 2024 and provide for review of a complete MOU and Personnel Policy two weeks before the required signing date, with respect to a MOU to take effect by June 30, 2024. (This paragraph shall not be subject to Article 28, Grievance Procedure.)

ARTICLE 3. LOCAL 315 DISCRIMINATION

The District will not interfere with the right of its employees to become members of the Union. Neither the District nor any of its agents will discriminate against, interfere with, restrain, or coerce any employee in the Union because of their membership. However, this article shall not affect the District's normal administrative processes nor shall it affect the right of the District to discipline employees. Furthermore, District employees are accountable first and foremost for their duties and responsibilities of

employment, and Union activities shall not interfere with the carrying out of those obligations.

The provisions of this Memorandum of Understanding shall be applied equally to all employees in the unit regardless of race, sex, creed, color, age, national origin, political affiliation, religious beliefs or physical handicap.

The District and Union recognize that the District has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the work place because of a disability. The District will advise the Union of any proposed accommodations prior to implementation if such accommodations impact directly on wage, hours, or working conditions of other Union members. The Union may consult with the District about the consequences of the accommodation and their impact on the wages, hours, and other terms and conditions of employment as set forth in the Memorandum of Understanding.

ARTICLE 4. EMPLOYEE RIGHTS

All employees have the right

To participate in the activities of employee organizations for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.

Due, and Union Security

All employees within the bargaining unit represented by the Union may voluntarily join the Union and pay dues as determined by the Union. It shall be the responsibility of the Union to maintain a record of employees who have given their written consent to join and pay dues to the Union. The Union shall certify to the District the amount of such payroll deduction to be deducted.

The District agrees to deduct the periodic payroll deduction from the paycheck of each employee who is certified by the Union. All sums deducted by the District shall be remitted to the Union in an expedient manner, together with a list of names of each employee for whom a deduction was made.

The District will implement any changes to an employee's payroll deduction in the first full pay period following notification of such change by the Union.

If an employee in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the employee to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

Local 315 shall defend, save, indemnify, and hold harmless the District and its officers, agents, and employees from any and all liabilities and claims for damages from any cause whatsoever arising from, connected with, or on account of enforcing this Union Security Provision on behalf of Union.

Representation

Local 315 may designate up to three (3) employees to serve as employee representatives.

The Union shall provide the Human Resources Officer with a list, on an annual basis, of employees who shall be allowed to act as employee representatives.

Union Representatives shall be granted the necessary amount of time with pay to investigate and process grievances during working hours to bring about a prompt disposition of the matter. When leaving this work location assignment to act as employee representatives, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission will be granted promptly unless absence would cause an undue interruption of work.

Upon entering a work location, the Union representatives shall inform the proper supervisor of the general nature of the Union representatives business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work.

Personnel Files

An employee or his/her Local 315 representative with the written consent of the employee may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

An employee shall be entitled to read any statement of an adverse nature that is to be placed in his/her personnel file. Whenever possible, the employee shall acknowledge that he/she has read such material by affixing his/her manual signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's manual signature and the manual signature of a witness to the employee's refusal to sign. An employee, or the Union representative with written authorization from the employee, at his/her option shall be entitled to a copy of any document to be placed in the employee's official personnel file located in the Administration Office. An employee may provide written comments to any item contained in his/her personnel file and have it attached.

A letter of reprimand shall remain in an employee's file for three (3) years. If there are other incidents within the three (3) year period, then another three (3) year

period begins from the date of the most recent incident. However, if there are no other incidents during the three (3) year period, the letter of reprimand shall be removed.

Work Access

A Union representative desiring access to a work location hereunder shall state the purpose of the visit and request the Department Head's or his/her designee's authorization prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Authorized Union representatives may be given access to work location during working hours solely for the purpose of conducting grievance investigations, posting literature on bulletin boards, and observing working conditions. The Union agrees its representatives will not interfere with operations of a Department or any facility thereof.

Bulletin Boards

The District shall furnish reasonable bulletin board space to the Union at all work locations. The boards may be used for the following subjects:

- A) Union recreational, social and related Union news bulletins;
- B) Scheduled Union meetings;
- C) Information concerning Union election or results thereof;
- D) Reports of official business of Union, including newsletters and reports of committees; and
- E) Any other written material must first be approved and initialed by the Department Head or a designee.

Material must be properly posted and shall be timely removed by Union representatives.

ARTICLE 5. MANAGEMENT RIGHTS

Subject only to the limitations set forth in this Agreement, the NSD's right to direct the work force shall be unimpaired. These rights shall include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, commissions, board, building facilities and operations; to create, change, combine or abolish jobs, departments' services and facilities in whole or in part; relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by NSD to be legitimate; to direct the work force, to set standards of service; to maintain the efficiency of NSD

operations, to increase or decrease the work force and determine the numbers of employees needed; to hire, train, transfer and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to transfer or sell off its business, in whole or in part; to take all necessary action to carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to employees consistent with this Agreement. The exercise of such rights by the NSD shall not preclude the Union from communicating with the NSD about the consequences that the decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 6. TIME KEEPING

Sick leave, vacation, compensatory time off, paid leave, etc. may be utilized and shall be charged against employee records to the nearest one-tenth (0.10) of an hour.

ARTICLE 7. WORK SCHEDULE

The regular work schedule shall consist of one of the following upon determination by the Department Head and General Manager that sufficient employees will be available to perform necessary work. At the discretion of the Department Head, a work schedule may be implemented to provide for weekend work, a 9/80 work schedule or ten (10) hour days for specific projects.

Forty Hour Work Week

Five (5) consecutive work days of a maximum of eight (8) hours within a seven (7) calendar day period followed by two (2) consecutive days off consisting of 48 consecutive hours.

Fourteen day schedule

44/36-80 hours in any two week period:

- A) Any combination of eight (8) working days of nine (9) hours per day and one (1) working day of a maximum of eight (8) hours, that results in no more than 80 hours being worked within a 14 calendar day period.
- B) The 14 calendar day period shall consist of one seven day period which consists of five (5) consecutive working days and two (2) consecutive days off of 48 hours and a second seven day period consisting of four (4)

consecutive working days and three (3) consecutive days off of 72 hours. The two- (2) seven (7) day periods can be scheduled in any order.

- C) A work period for employees on a 9/80 work schedule shall begin midway through the employee's 8 hour day.

Weekend Work Schedule

An employee who works Saturday and Sunday may have any two (2) day period off during the week with approval of the Department Head or his/her designee.

Standby Duty

Each employee in the Treatment-Operations Division and the Collections Department, on a rotating basis, shall be responsible for a period of standby duty of at least a week. The Department Head shall implement a schedule in the event the employees and Department Head cannot arrive at a mutually agreed to schedule. Employees may change the established schedule if the Department Head approves the change. In addition to hours actually worked on standby, the amount of compensation for employees serving weekly standby duty shall receive two (2) hour pay at regular time rate for each weekday and four (4) hours pay at regular time rate for each weekend day. Each employee shall receive four (4) regular time hours for each holiday day and night.

All work performed shall be at an overtime rate (1-1/2 times regular time rate) with a two hour minimum.

All work performed shall be at an overtime rate with a two (2) hour minimum before midnight and a three (3) hour minimum between the hours of midnight and 5:30 am. Calls out after 5:30 am shall receive actual time worked or will be contiguous to the employee's work schedule.

A paging system (beeper) or cellular phone will be provided to the employees who are on standby duty. For those employees on standby, a vehicle will also be provided for work use.

Work Shifts and Notice Requirement

The District shall have the sole discretion to determine the number and type of shifts and the starting times for any classification. Normally, employees will be notified one (1) week in advance of any shift change. Employees shall report to his/her supervisor or person being relieved prior to the beginning of the work shift in sufficient time as may be necessary to receive information and instruction relative to his/her shift, i.e. briefing time.

Clean Up Time

When necessary, employees shall be entitled to five (5) minutes clean up time prior to lunch and breaks.

Lunch Break

The time for lunch break shall be thirty (30) minutes.

Morning and Afternoon Break

Employees are to be allowed a fifteen (15) minute break in the morning and the afternoon. This break will be taken at the job site.

Breaks Not Taken

Employees are required to spend eight (8) hours at work. Lunch, morning or afternoon breaks not taken may not be utilized to reduce the eight (8) hours at work.

ARTICLE 8. OVERTIME

Employees are expected to arrive on time. Employees are not required to arrive early or leave late. Incidental overtime is not compensable in any way whatsoever. Incidental overtime is briefing time, arriving before or staying after the normal starting time and/or meal or break times without formal supervisory approval.

Employees must receive prior approval from a Supervisor before they work any overtime.

When overtime work is necessary to provide District service, all employees shall be compensated in the form of one and one half (1-1/2) times the hourly rate of pay for all work performed outside of their regular schedule. All overtime worked contiguous with an employee's work shift shall be paid at the employee's overtime rate.

Compensatory Time Off (CTO)

An employee may choose compensatory time off for overtime worked, they shall be compensated at a rate of 1.5 hours of compensatory time for each hour worked. Employees shall have a maximum accrual cap of eighty (80) hours of compensatory time off. An employee may use up to a maximum of eighty (80) hours of compensatory time during a fiscal year.

If an employee and the District cannot find an agreeable time to take off then the employee shall be paid for the time.

Compensatory time off may, on the approval of the Department Head, be added to vacations.

ARTICLE 9. PROBATIONARY PERIOD

All probationary periods shall be for a period of one (1) year. One (1) year is the equivalent of 2080 hours in a 12 month consecutive period from the date of the

employee's appointment to the position. The probationary period may be extended by the period an employee was off due to illness/injury, if an employee has been off work for Leave Without Pay (LWOP) or other time off.

Initial

All initial appointments shall be subject to a probationary period of one year. One (1) year is the equivalent of 2080 hours in a 12 month consecutive period from the date of the employee's appointment to the position. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work. At the end of one year, if performance has been satisfactory the employee will be recommended for regular employment. During probation, if performance is not satisfactory, or for any other job-related cause, the General Manager may terminate the appointment in writing.

Promotional

All Promotional appointments shall be subject to a probationary period of one (1) year. One (1) year is the equivalent of 2080 hours in a 12 month consecutive period from the date of the employee's appointment to the position. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employees work. At the end of one (1) year if performance has been satisfactory the employee will be recommended for regular employment. During probation, if performance is not satisfactory, or for any other job-related cause, the General Manager may terminate the appointment in writing, giving the reasons for termination.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted, unless the employee is discharged for cause.

ARTICLE 10. JOB VACANCIES AND RECRUITMENT

Classified Positions

The General Manager, or his/her designee, shall recruit and appoint personnel to classified positions.

Procedures

Vacant positions will be advertised to the public (external applicants) and District employees at the same time, unless it is a promotional position (as determined by the General Manager). The General Manager shall have the final decision on who shall be appointed to fill the vacancy.

The District shall use an Examination Board, consisting of up to 4 members (example 3 District employees and 1 non-District employees) selected by the District, to independently rate each candidate. After the interviews are completed, the scores shall be tallied and a list created with each candidate in rank order from highest to lowest score.

The General Manager shall select the most qualified candidate meeting the needs of the District.

ARTICLE 11. EMPLOYEE QUALIFICATIONS

Employees holding positions upon the taking effect of this MOU are deemed to be qualified for the position to which they are allocated, subject to the right of the General Manager or the Board of Directors to dismiss any employee in accordance with law.

ARTICLE 12. WAGES

During the term of this MOU, salaries shall be adjusted annually based on the amounts below:

- First full pay period in July 2020 all classification's salaries shall be increased by 2.75%.
- First full pay period in July 2021, all classification's salaries shall be increased by 2.5%.
- The parties shall reopen the MOU to meet and confer regarding the appropriate salary increase for the Third Year of the MOU.

The parties shall reopen the MOU to meet and confer regarding the appropriate ***Market Adjustments***

- First full pay period in July 2020, adjust employee classification salaries which are not at the market mean by 35% of the percentage amount (from the 2019/2020 survey) require to bring the classification to the market mean.
- First full pay period in July 2021, adjust employee classification salaries which are not at the market mean by 25% of the percentage amount (from the 2019/2020 survey) require to bring the classification to the market mean.
- First full pay period in July 2022, adjust employee classification salaries which are not at the market mean by 20% of the percentage amount (from the 2019/2020 survey) require to bring the classification to the market mean.
- First full pay period in July 2023, adjust employee classification salaries which are not at the market mean by 20% of the percentage amount (from the 2019/2020 survey) require to bring the classification to the market mean.

Basic Salary Schedule

The seven-step schedule of pay ranges listed, as Table 1 attached, constitutes the basic salary schedule. All salaries prescribed are hourly rates.

Application of Compensation Plan to Positions

The Salary Schedule for the respective classes of positions shall be set forth in Table 1 and shall be interpreted and applied as follows:

- A) The salaries or rates of compensation prescribed are fixed on the basis of full-time service in full-time positions, unless otherwise designated.
- B) The rates of pay prescribed shall be deemed to include pay in every form except for necessary expenses authorized and incurred incident to employment, or except as herein provided.

Step Increases

Normally and as a general rule, upon progress and productivity, employees may be considered eligible for increase in salary according to the following general plan.

- A) The numbers 1, 2, 3, 4, 5, 6 and 7, respectively, denote the various steps in the pay range.
 - 1) Step "1" shall be paid upon initial employment, for a period of one year, except when the General Manager shall be able to start an employee above Step "1". In order for a new hire to be placed at above Step "5" the General Manager must be granted authority from the Board of Directors.
 - 2) At the satisfactory completion of twelve months' service at Step "1", employees may be considered for increase to Step "2".
 - 3) At the satisfactory completion of twelve months' service at Step "2", employees may be considered for increase to Step "3".
 - 4) At the satisfactory completion of twelve months' service at Step "3", employees may be considered for increase to Step "4".
 - 5) At the satisfactory completion of twelve months' service at Step "4", employees may be considered for increase to Step "5".
 - 6) At the satisfactory completion of twelve months' service at Step "5", employees may be considered for increase to Step "6".
 - 7) At the satisfactory completion of twelve months' service at Step "6", employees may be considered for increase to Step "7".
- B) Advance in pay may not be automatic upon completion of the periods of service outlined herein above. Performance as established by the employees' service, and after approval of the General Manager, will designate whether an employee receives an advance in pay. Increases of more than one step are to be approved by the General Manager. If an employee receives an increase of more than one Step, the employee will be eligible for advancement to the next Step after the completion of twelve (12) months of satisfactory service. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude. The pay of any employee may be reduced to a lower step within the pay range established upon the recommendation of the General Manager and approval of the Board of Directors, in cases where the quality and manner of performance of services do not justify the pay being received.

Salary Anniversary Date.

“Salary Anniversary Date” shall mean the effective date of appointment, step increase, promotion, demotion, or reclassification if such is the first working day of a biweekly pay period. If the appointment, as defined below, or an annual step increase, is effective on a date other than the first working day of a biweekly pay period, the salary anniversary date shall be the first day of the biweekly pay period closest to the appointment date.

The effective date of any change occurring in connection with Article 13 shall be the first day of the biweekly pay period in which the change occurs.

Original Date of Hire

The date the employee begins work for the District. All accrued benefits, such as sick leave and vacation leave are based on this date.

Anniversary

The date the employee begins work in a particular position. This is subject to change by personnel action such as a promotion or demotion.

Promotion

The promoted employee also is given a new anniversary date which is the effective date of the promotion.

Demotion

In this action, the employee is assigned a new anniversary date which is the effective date of the demotion.

Transfer

Transfer to a classification having the same salary range, the salary of the employee shall not change and the employee’s anniversary date shall not change.

Certification Incentive

Operators, Laboratory personnel, Equipment Maintenance Specialists, and Collection System Worker personnel who receive CWEA or SWRCB certification shall receive their next step increase one month in advance of their normal increase for the certification that is received.

ARTICLE 13. SALARY - POSITION RECLASSIFICATION.

The salary of an employee whose position is reclassified shall be determined as follows:

- A) If the position is reclassified to a class having the same salary range, the salary of the employee shall not change and neither shall his/her anniversary date.
- B) If the position is reclassified to a class which has a higher salary range, the salary of the employee so affected shall be the nearest higher monthly salary not less than one full grade/step in the new range. The effective date of the reclassification shall be the new salary anniversary date of said employee for further merit grade/step increases within the salary range.
- C) If the position is reclassified to a class having a lower salary range, the salary of the employee shall not change and neither shall his/her anniversary date.

ARTICLE 14. DEFERRED COMPENSATION PLAN

Employees may contribute a portion of their salary to be invested into a Deferred Compensation Plan.

Effective the pay period that includes July 1, 2014, the District will match an employee's contribution up to one hundred (\$100.00) dollars per month. At no time may the employee's contribution and the District's contribution exceed the established limits exercised by the District or established by the Internal Revenue Service.

ARTICLE 15. VACATION

All new full-time employees shall accrue vacation leave from the time of appointment.

Each full-time employee shall be entitled vacation for months of service in accordance with the following schedule:

Months of Completed Service	<u>Vacation Leave Accrual</u>			<u>Maximum Accrual</u>
	Days Per Year	Hours per Year	Hours Per Pay Period (Rounded)	(2x Annual Leave + 30 Hours) (Hours)
0-36	10	80	3.08	190
37-132	15	120	4.62	270
133-156	17	136	5.24	302
157-180	18	144	5.54	318
181-204	20	160	6.16	350
205-228	21	168	6.47	366
229+	25	200	7.69	430

Vacation time may be accumulated from year to year, provided, however, that no employee shall be entitled to accumulate more than the maximum accrual hours listed above. Should an employee reach the maximum accrual hours listed above, they shall no longer accrue vacation until such time that their vacation balance is less than the maximum accrual hours listed above.

Vacations may be scheduled at any time during the year upon approval of the General Manager or his/her designee

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

ARTICLE 16. HOLIDAYS

The holidays for the District are:

- | | | |
|----|---|--------------------------|
| A) | January 1 st | (New Years Day) |
| B) | The Third Monday in January | (Martin Luther King Day) |
| C) | The Third Monday in February | (President's Day) |
| D) | The Last Monday in May | (Memorial Day) |
| E) | July 4 th | (Independence Day) |
| F) | The First Monday in September | (Labor Day) |
| G) | November 11 th | (Veterans Day) |
| H) | Thanksgiving Day | |
| I) | The Day after Thanksgiving | |
| J) | December 24 th | (Christmas Eve) |
| K) | December 25 th | (Christmas Day) |
| L) | Every Day appointed by the President or Governor for a Public Fast, Thanksgiving or Holiday | |
| M) | Cesar Chavez Day will be observed when observed by rank and file employees of both the City and County of Napa. | |

Saturday holidays will be observed on Friday while Sunday holidays will be observed on Monday.

If a holiday falls on an employee's scheduled day off, the holiday will be paid for on a straight time basis.

Hours worked on a holiday will be paid at 1-1/2 times the employee's rate of pay in addition to holiday pay.

In order for an employee to qualify for holiday pay, the employee must be in paid status on both the last regular working day immediately preceding the holiday and on the first working day following the holiday.

For employees who are on a part-time schedule, reduced work week or are on unpaid, status their holidays shall be prorated.

ARTICLE 17. SICK LEAVE

Accrual

Sick Leave with pay shall accrue to all full-time employees at the rate of 3.69 hours per pay period, which is a total of twelve (12) workdays per calendar year. There shall be no maximum accumulation of sick leave.

Temporary Disability

A District employee who is entitled to temporary disability shall take as much of his/her accumulated sick leave or vacation after his/her accumulated sick leave becomes exhausted as when added to his/her disability payment will result in payment of his/her full salary or wage.

Unused Sick Leave

Before December 1st, an employee who has accumulated over 500 hours of Sick Leave may convert a portion of their current fiscal year's Sick Leave to Personal Leave in accordance with Article 18.

Any accumulated sick leave at the time of retirement may be applied to retirement to in accordance with Government Code Section 20965.

Reason for Granting

Sick Leave shall be granted to eligible employees for the following reasons:

- A) Personal illness or incapacity resulting from causes beyond the employee's control.
- B) Illness of a member of an employee's immediate family, defined as father, mother, sister, brother, spouse or children and of sufficient nature to require his/her personal care and attention and only until other alternate arrangements can be made.
- C) Death of a member of an employee's immediate family. In addition to Bereavement Leave, up to three (3) days, sick leave with pay will be granted for a death of a member of an employee's immediate family. Administration and interpretation of this section is subject to an evaluation and decision of

the General Manager in each instance. This leave is intended to be granted only for attendance of funeral services and to make necessary arrangements for the services and affairs of the deceased, which require the personal attention of the employee.

- D) Enforced quarantine of the employee in accordance with community health regulations.
- E) Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.
- F) The District will allow an employee to use up to six (6) days per year as sick leave for the following reasons:
 - The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - For victims of domestic violence, sexual assault or stalking to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

ARTICLE 18. OTHER LEAVE WITH PAY

Personal Leave

Effective on September 5, 2009, employee personal leave accumulation shall increase by sixteen (16) hours to twenty-eight (28) hours per year in recognition of the elimination of Admission Day and Columbus Day as holidays.

Employees who have accumulated over 500 hours of sick leave and have used less than forty nine hours of sick leave in the current calendar year, leave may convert up to forty eight hours of unused sick leave to personal leave time. Employees must request conversion plan each year by notifying the District's payroll department by December 1st. (While on the conversion plan, employees shall use Personal Leave or Vacation Leave for medical, dental or laboratory appointments.)

Personal Leave so earned will appear on the employee's pay stub and be available as soon as processed by Payroll. Personal Leave may be taken in hourly increments or in total at the discretion of the department head. Any unused Personal Leave will be forfeited at the end of the payroll period containing December 15th.

Bereavement Leave

Any employee may be absent with pay for three (3) days due to the death of a member of the employee's immediate family. Such bereavement leave will not be

charged to vacation or sick leave and is limited to five (5) days maximum within a calendar year. Immediate family is defined as spouse, child, foster child, mother, father, sister, brother, the corresponding step relationship, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or any relative living in the employee's household.

Blood Donation

Any employee will be given time off with pay for up to one (1) hour to donate to a local Blood Bank. This benefit may be utilized no more than twice in a calendar year.

Catastrophic Leave

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer or heart attack which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, personal leave, administrative leave and compensatory time before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation, compensatory time off or personal leave hours donated by other employees to a specific qualified employee. Employees donating vacation, compensating time off or personal leave must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave.

An employee requesting catastrophic leave must receive the approval of the General Manager. Such leave may initially be approved for up to a maximum of 174 donated hours. If the catastrophic illness or injury continues, up to an additional 174 donated hours may be approved by the General Manager. The District shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with Workers' Compensation Leave.

Catastrophic leave donations are irrevocable and may not be returned to the employee making the donation.

This provision of the MOU does not commit the District to any leave extensions beyond that which is legally required by State and Federal statutes. Final decision to approve or deny a catastrophic leave request is the General Manager's and is not subject to the grievance procedure.

Employee Assistance Program

The District makes short-term counseling services available to all full-time employees through the Employee Assistance Program (EAP). There is no charge to the employee for these services. The EAP is designed to help employees with problems that they may be encountering at work as well as with personal problems.

Employees wanting more information about the Employee Assistance Program may contact the Human Resources Officer or any Supervisor.

Jury Duty

Any regular or probationary employee ordered to serve on a jury shall be entitled to his/her regular District pay provided the following conditions are met:

- A) When an employee is informed of the need to serve on jury duty, the employee shall notify his/her supervisor so that adequate arrangements can be made for their absence.
- B) An employee will not be required to report to work prior to going to jury duty if jury duty is to begin at 9:00 A.M. or earlier.
- C) Every employee shall obtain a release slip from jury duty, which shall be dated, time releases indicated, and signed by the Court Clerk. Employees who do not have a jury duty release slip will not be allowed jury duty leave.
- D) If an employee, because of the time released from jury duty, cannot report to work in sufficient time to be on the job for one hour, then the employee is not required to report to work. If an employee wishes to take leave after jury duty in lieu of reporting to work, then all time after the release from jury duty will be charged to vacation, compensatory time off or personal leave.
- E) The employee shall deposit all fees for such services, exclusive of mileage, with the District within thirty (30) calendar days after his/her excused absence for such duty.
- F) Any employee who is granted leave for jury duty shall be paid at his/her regular base rate.

Family Medical Leave

Leave shall be granted in accordance with the Family Medical Leave Act and other applicable state and federal leave laws.

Military Leave

Military leave shall be granted in accordance with state and federal rules and regulations.

Witness Leave

Any regular or probationary employee ordered to serve or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee or any outside employment, shall be entitled to his/her regular District pay, provided the employee deposits all fees for such services, exclusive of mileage, with the District within thirty (30) calendar days after his/her excused absence for such duty. In order to receive witness leave the employee must notify his/her Supervisor of the subpoena as soon as it is received.

ARTICLE 19. LEAVE WITHOUT PAY

Any employee of the District who has completed their probationary period may apply for leave of absence without pay. Employees may not be granted a leave of absence without pay until all accrued vacation, personal leave, and compensatory time off leave has been taken. The Department Head may approve leave of absences without pay of eight (8) hours or less. Requests for a leave of absence without pay of an employee for a period of time greater than eight (8) hours but not to exceed thirty (30) calendar days require the General Manager's approval.

A request for leave of absence for a period of time more than thirty (30) calendar days shall be submitted to the General Manager for his/her review and recommendation to the Board of Directors. The Board of Directors shall make the final determination on the request.

A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year provided that the request for extension is made to the Board of Directors at least thirty (30) calendar days prior to the end of the original leave.

Benefits shall not accrue during any pay period while an employee is on leave of absence without pay.

A leave of absence without pay may be granted for any of the following reasons:

- A) Employee illness or disability.
- B) To take a course of study which will increase the employee's usefulness on return to his/her position.
- C) For reasons acceptable to the General Manager and/or the Board of Directors.

Failure on the part of an employee on leave without pay to report promptly at its expiration may result in dismissal of the employee.

It is intended that the provisions of this policy shall operate as a benefit to the employee insofar as practicable within the necessary limits that may be required in order to preserve the orderly and efficient operation of the District.

ARTICLE 20. WORKERS COMPENSATION PLAN

All employees will be insured against injuries received while on the job as required by state law. For additional benefits, refer to Article 22 Special Payments-Physical Fitness Program.

The District shall integrate the employee's pay with benefits received from the workers compensation insurance program. Sick leave, vacation and/or compensatory time benefits may be used to meet, but not exceed the employees' normal earnings for a five-day workweek.

Effective July 1, 2014, employees with an approved Worker's Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic test or treatment due to an industrial injury/illness shall receive District paid time for those appointments under the following conditions:

- Treatments are being authorized under Worker's Compensation
- The therapy, test and/or treatment fall within the employee's normal working hours
- The leave shall be limited to two (2) hours per appointment, including travel time to and from the appointment.
- Leave shall be granted during the period up to six (6) months from the date the employee returns to work from the injury or illness, but shall not be granted once an employee is declared permanent and stationary.

ARTICLE 21. EMPLOYEE DISABILITY PROGRAMS

State Disability Insurance

All employees are entitled to disability benefits through the State Disability Insurance Plan for qualifying non-work related injuries. Disability benefits may be coordinated with sick leave.

Long Term Disability

During the term of this MOU, the District will maintain a Long Term Disability (LTD) and Benefit Program.

ARTICLE 22. SPECIAL PAYMENTS

Confined Space Entry Team

Any Employee who serves on Confined Space Entry Team (CSET) will receive a differential of two hundred and fifty dollars (\$250) per month. The differential will be paid each pay period while assigned to the CSET. Up to ten (10) employees may participate on the CSET. The District retains the sole right to determine the appropriate number of CSET members and to determine from which departments employees are eligible.

The District shall first seek volunteers to fill CSET vacancies. Any vacancy not filled by a volunteer shall be filled by an employee chosen by management. If there are more volunteers than vacancies, the District retains the sole right to determine whom to select for the CSET, based on criteria of its own choosing.

CSET Members shall be selected for a four-year period, unless the employee transfers to another Department or Division. It is expected that after the four-year period, the employee will roll off the CSET. CSET members shall comply with all established confined space standards.

The District will annually review the CSET program to ensure it is still effectively meeting the District's goals and objectives. The District retains the sole right to disband the CSET if it is no longer meeting the District's goals and objectives.

Certificates/Licenses

When certificates are required for a position, the District will reimburse the employee for the cost of renewing the certificate. The employee is responsible for the cost of obtaining the certificate.

The District will provide reimbursement for employees who renew/maintain their Class A and/or B Drivers Licenses.

Education Reimbursement

The District may reimburse the cost of tuition, enrollment fees, and books for courses which employees take at recognized institutions. The total annual budget shall be \$8,000 with a limit of \$2,000 per employee per year. These courses must be pre-approved by the General Manager and provide for increased competence in the employee's present job or prepare them for advancement in the District.

Normally, an employee must be employed by the District when the course is completed in order to qualify for reimbursement. If an employee leaves the District within one (1) year of reimbursement, the allowance shall be prorated and collected from the employee upon separation. However, an employee who separates during enrollment

because of reduction in force or elimination of the job, or who is unable to complete the course because of any other action initiated by the District, will be reimbursed for all costs incurred up to the date of separation.

Class attendance and completion of study assignments must be accomplished outside the employee's regular working hours. Employee shall achieve a passing grade (grade point of 2.0 or better) as well as a satisfactory job performance during enrollment or shall forfeit the educational reimbursement.

Records of educational programs completed by each employee will be maintained in the employee's personnel file.

Internet Reimbursement

The District will provide Supervisors and Operator III's, designated by the General Manager, reimbursement up to sixty dollars per month for purchase of a high speed internet provider that meets the District's specification for interfacing with the plant operating systems.

Physical Fitness Program

A) Health Club Memberships

Employees shall have the option of participating in a District wide fitness program. To qualify for District reimbursement of health club membership fees an employee shall be required to attend a minimum of fifty (50) days in a six- (6) month period. Attendance shall be maintained by the health club. After a six-(6) month period of successful attendance an employee shall be reimbursed their full Napa County approved health club fees for the past six (6) months' participation. The six- (6) month periods are January 1-June 30 and July 1-December 31 each year.

B) Physical Fitness Incentive

- 1) For an employee injured on the job who participates in the physical fitness program:

For a period up to 60 calendar days (352 working hours), during which the employee is eligible for workers' compensation benefits, the District shall pay the employee his/her regular salary. Pay shall be in whole eight (8) hour days only. In return, the employee shall remit his/her workers' compensation check to the District.

To qualify for this program, employees must have been members of the physical fitness program for a minimum of ninety (90) days,

and must maintain an average participation rate of fifty (50) days per six-(6) month period.

- 2) For an employee injured on the job who does not participate in the physical fitness program:

For a period up to thirty (30) calendar days (176 working hours), during which the employee is eligible for workers' compensation benefits, the District shall pay the employee his/her regular salary. Pay shall be in whole 8-hour days only. In return, the employee shall remit his/her workers' compensation check to the District.

No deduction from or accrual to the employee's sick leave or vacation time shall occur during the periods stated above.

If the employee was injured because of the employee's negligent act, then no District supplemental reimbursement shall occur, not to exclude any entitlements derived from workers compensation. The employee shall have the option of using sick leave and vacation to supplement the workers' compensation payment.

Seminars/Meetings

The District shall reimburse employees for the cost of registration, travel, meals, and hotel costs (see Administrative Policy for reimbursement rates) directly related to seminars/meetings attended by District employees. Prior approval by the employee's Department Head for such seminars/meetings is required.

Mileage

The District shall reimburse employees for the use of a personal vehicle for District business at IRS mileage rate.

Out-of-Class Assignment

An out-of-class assignment is the assignment of an employee in a lower job classification to the full-time performance, as determined by the Napa Sanitation District, of a higher job classification. An out-of-class assignment shall be made in writing by the employee's supervisor or Department Head and must be approved by the General Manager. After an employee has performed an out-of-class assignment for five (5) consecutive working days, such employee shall receive additional compensation of \$1.20 per hour beginning on the sixth (6th) day and continuing until said employee returns to their regular class.

If the "out-of-class assignment" consists of the employee taking on a portion of the upgraded position while continuing their current duties, this activity will not be reported as "Temporary Upgrade Pay" to CalPERS. However, if the employee takes on all of the duties of the upgraded position for a limited duration, this meets the definition

for Temporary Upgrade Pay (as defined by CCR 571(a)(3)) and will be reported as Temporary Upgrade Pay to CalPERS.

Out-of -class appointments of an employee serving a limited term appointment in a vacant position (defined as a position that is vacant during recruitment for a permanent appointment, and not a position that is currently available due to another employee's leave of absence) shall not exceed 960 working hours in a fiscal year.

Shift Differential

Shift Differential Pay shall be paid to employees who are assigned by the Department Head to shift work (a minimum of one complete shift to be worked) i.e., other than overtime standby and call outs. Employees scheduled to work swing shift (defined as a starting time between 4:00 P.M. and 8:30P.M.) will be paid a shift differential of five percent (5%) for each hour actually worked in addition to their base pay. Employees scheduled to work graveyard shift (defined as a starting time between 9:00 P.M. and 3:30 A.M.) will be paid a shift differential of seven percent (7%) for each hour actually worked in addition to their base pay.

Uniforms

The District provides uniforms and laundry service to all personnel potentially coming in contact with sewage or chemicals. Operations, maintenance, and collection personnel must wear their uniforms at all times while on the job. Laboratory personnel must wear a laboratory coat or uniform while performing sampling, analysis, or any activity where they potentially come into contact with sewage or chemicals.

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

The following job classifications are eligible for District-provided uniforms and jackets:

Collection System Worker series, Plant Operator series, Equipment Maintenance Specialist series, Laboratory Technician series, Reclamation Worker series, and Plant Attendant

Safety Shoes

The District shall pay a maximum of \$250.00 per fiscal year, per employee, toward the purchase of shoes. Any unused safety shoe allowance may be used for resoling or purchasing of a second pair of shoes. Unused safety shoe allowances will not be carried over to the next fiscal year.

Effective July 1, 2017, the District shall increase the safety shoe allowance to a maximum of \$275.00 per fiscal year, per employee.

Every new regular employee at the time of his/her employment shall be allocated \$500.00 toward the purchase of the required two (2) pairs of safety shoes.

Employees may purchase safety shoes from a local retailer and then submit the paid receipt(s) to the accounting department for reimbursement.

Employees purchasing shoes from the mobile shoe dealer shall pay that portion of the cost that exceeds the District allowance.

ARTICLE 23. BENEFITS

Dental

The District agrees to modify the current dental benefits to the following and pay all costs associated with dental insurance.

- \$1,500 annual cap
- \$2,000 orthodontic benefit (for dependents)

Medical

The District shall maintain its current agreement with CalPERS to provide health care coverage for members of the bargaining unit.

Pursuant to the Flexible Spending Plan Document, the District will make contributions on behalf of individual employees as follows:

The District's monthly contribution for the individual employee and the employee's eligible dependents shall be Two hundred dollars (\$200.00) per month or the Minimum Employer Contribution (MEC) whichever is higher. Once the MEC exceeds Two Hundred dollars per month, the amount shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

The District shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

Employee Only – Up to the Kaiser HMO rate for employee only.
Employee +1 – Up to the Kaiser HMO rate for an employee + one dependent
Employee + 2 or more – Up to the Kaiser HMO rate for Family.

Employees hired on or after July 1, 2009 or employees hired prior to July 1, 2009 who were not participating in the medical cash in-lieu program as of July 1, 2009 will be eligible for \$500.00 per month if they do not take medical coverage from the District and

provide the District annually, during open enrollment, acceptable evidence of medical coverage from an employer-sponsored group medical plan that covers the employee and his/her family.

Employees hired prior to July 1, 2009 and who were receiving medical cash in-lieu payments on July 1, 2009 shall receive future payments in accordance with the following table, until such time they modify their medical plan coverage, if any, in such a manner as to increase the District's contribution for medical coverall for them, after which time no further Medical Cash In-Lieu payments shall be made to them. If they later do not take medical coverage from the District and provide the District annually, during open enrollment, acceptable evidence of medical coverage from an employer-sponsored group medical plan that covers the employee and his/her family, they shall receive \$500 per month.

Medical Cash In-Lieu Payments for Employees Receiving It Prior to July 1, 2009				
Effective Date is the beginning of the pay period that includes the following date	% Reduced	For employees who were eligible for Employee + 2 Coverage	For employees who were eligible for Employee + 1 Coverage	For employees who were eligible for Employee Only Coverage
June 22, 2013	62.0%	\$819.38	\$189.09	\$504.23
July 1, 2014		\$799.38	\$179.09	\$500.00
July 1, 2015		\$779.38	\$169.09	\$500.00
July 1, 2016		\$759.38	\$159.09	\$500.00
July 1, 2017		\$739.38	\$149.09	\$500.00
July 1, 2018		\$729.38	\$139.09	\$500.00
July 1, 2019		\$709.38	\$129.09	\$500.00

An employee shall not be eligible for Medical Cash In Lieu payment in excess of what their status would have granted them on July 1, 2009, unless they do not take medical coverage from the District and provide the District with acceptable evidence of medical coverage from an employer-sponsored group medical plan.

The District will implement an IRS Section 125 plan for medical and dependent care.

If the employee selects a health plan which is more expensive than Kaiser, the difference shall be deducted from the employee's paycheck. If the employee selects a health plan which is less expensive than Kaiser, the District's contribution shall equal the monthly premium for the less expensive health plan.

Retiree Health Care Coverage

A. *Employees hired before September 1, 2004.*

For employees hired before September 1, 2004 the District will continue to provide health care coverage in accordance with the agreement between the District and Cal PERS Health Benefit Program in place on January 1, 2004.

B. *Health Care Coverage for employees hired after September 1, 2004 and prior to January 1, 2016.*

The percentage of District contribution payable for postretirement health benefits for any employee hired after September 1, 2004 and prior to January 1, 2016 shall be based on the member's completed years of credited service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

To be eligible for this benefit at least 5 years of service must have been with the District. Upon the completion of 5 years of service with the District all other years of service as defined in Government Code Section 20069 are eligible.

The District's contribution shall be adjusted each year.

- Annuitant Only - The adjustment shall be equal to 100% of the weighted average of the four health benefit plans that have the largest state enrollment, excluding family members, during the previous benefit year.
- Annuitant + Family Member(s) – For each annuitant enroll with family members the District shall contribute an additional 90% of the weighted average of the additional premiums required for the enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that have the largest state enrollment, excluding family members, during the previous benefit year.
- Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the District contributions under this section.

C. Health Care Coverage for employees hired on or after *January 1, 2016.*

Employees hired on or after January 1, 2016 will receive a retiree medical benefit based on the years of service with the District. The District's contribution will be based on the Kaiser single rate less the Minimum Employer Contribution with the application of the formula below.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

D. Health Care Coverage for employees hired on or after *July 1, 2020*

Employees hire on or after July 1, 2020 shall receive a monthly contribution to a Retiree Health Savings Account in accordance with the following:

MONTHS of SERVICE	MONTHLY CONTRIBUTION
Hire to 60 months	\$200.00
61 months to 120 months	\$250.00
121 months thereafter	\$300.00

The Retiree Health Saving Account will only be implemented if the District implements the Retiree Health Savings Account for the Association of Management and Professionals of Napa Sanitation District (AMPNSD) or the parties agree to eliminate or modify the defined medical benefit for the bargaining unit represented by AMPNSD.

Life Insurance

The District agrees to maintain and pay all costs associated with a \$50,000 Life Insurance Benefit.

Vision Insurance

The District agrees to maintain coverage and pay all costs associated with Vision Insurance.

The District will provide vision coverage through VSP. The benefit will provide an eye examination every 12 months and lenses and a \$260.00 in-network frame allowance every 24 months.

ARTICLE 24. RETIREMENT

All full-time regular employees are hired before the implementation of the CalPERS 2.0% @ 55 retirement formula (Tier 2) shall be covered under CalPERS 2.7% at 55 retirement formula (Tier 1). The District has contracted for additional benefits, which include one-year final compensation, military service credit, and unused sick leave credit (Article 17). In addition to the employer's contribution, the District portion of the employee's contribution will be in accordance with the table.

The District amended its contract with CalPERS to implement the 2.0% @ 55 retirement formula for employees hired on or after the date of the CalPERS contract amendment (September 9, 2009). The 2.0% @ 55 retirement formula shall have the following:

- Single Highest Year
- 2.0% COLA
- Employee Contribution will be in accordance with the table below.

In addition to the employer's contribution, the District will pay the employee's contribution as follows:

For Tier 1 and Tier 2 Members

Classic members retirement contributions shall be in accordance with the following table.

For the Payroll that includes the following date	Tier 1 Employee Contribution	Tier 2 Employee Contribution
July 1, 2020	7.25%	7.0%
July 1, 2021	8.0%	7.0%

For PEPRA Members

PEPRA Members retirement contributions shall be 50% of the normal cost, as determined by CalPERS. The new member's retirement contribution will be adjusted when the normal cost rate (when first established or later) increases or decreases by more than one percent (1.0%) of payroll.

Survivor Benefits

The District agrees to maintain the Fourth Level Survivor Group for the 1959 Survivor Benefit. This program provides a monthly benefit to families of CalPERS

members who are not covered under Social Security because of employment at the District and who die prior to retirement.

In addition, the CalPERS contract has been amended to include the Post-Retirement Survivor Allowance (Section 21266) which allows a surviving spouse to remarry without losing survivor allowance. This section is applicable only to remarriages that occur on or after the effective date of the contract amendment.

ARTICLE 25. MEDICARE

All employees hired after April 1, 1986 shall be required to participate in Social Security's Medicare Coverage Program. The cost of the program will be deducted from the employee's salary.

ARTICLE 26. EVALUATIONS

All regular employees shall receive an annual appraisal, before their anniversary date, from their supervisor. This appraisal will be reviewed with the employee in a preplanned private counseling session. A copy of the final evaluation shall be given to the employee.

ARTICLE 27. DISCIPLINE

The General Manager may dismiss, suspend, demote, or reduce salary of any employee for just cause, subject to challenge through this Article. The following are sufficient causes for disciplinary action; the list is illustrative rather than inclusive, of restrictions and dismissal, suspension, demotion or reductions in salary may be based on reasons other than those specifically mentioned:

- A) Fraud in securing appointment.
- B) Incompetence, inefficiency, inexcusable neglect of duties or failure to perform duties.
- C) Insubordination.
- D) Dishonesty.
- E) Consumption of alcoholic beverages/illegal drugs while on duty.
- F) The use of any drug that would impair one's ability to safely perform the duties of their job.

- G) Absence without authorization.
- H) Violation of District rules and procedures.
- I) Misuse of District property or funds.
- J) Negligence or willful misconduct resulting in damage to public property or waste of public supplies.
- K) Failure to follow adopted safety practices or failure to properly use required personal protective gear or equipment.
- L) Discourteous or non-cooperative treatment of the public or other District personnel.
- M) Acceptance of gifts or gratuities for the performance of services, functions and duties for which retained by the District.
- N) Conviction of a misdemeanor involving moral turpitude, or any felony.
- O) Engaging in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with performance of services, functions and duties for which retained by the District.
- P) Any conduct which casts discredit upon the District.

Employee Representation Rights

The employee may request to have a representative present at any meeting between him/her and the District if it may reasonably be concluded from all circumstances that the meeting may lead to suspension, demotion, reduction in class, dismissal, or any other disciplinary action of the employee.

Pre-Disciplinary Action Requirements

Before taking a disciplinary action to dismiss, suspend, reduce in salary or demote an employee, the General Manager shall cause to be served personally or by certified mail on the employee a Notice of Proposed Action, which shall contain the following:

- A) A statement of the action proposed to be taken.
- B) A copy of the charges, including the acts or omissions and grounds and all documents and materials upon which the action is based.

- C) If it is claimed that the employee has violated a rule or regulation of the District, a copy of said rule shall be included with the notice.
- D) A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E) A statement that the employee has ten (10) calendar days to respond from the receipt of notice to the General Manager, or his/her designee, either orally or in writing.

Employee Response

The Employee upon whom a Notice of Proposed Action has been served shall have ten (10) calendar days to respond from the receipt of notice to the General Manager, or his/her designee, either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the General Manager, or his/her designee, may extend in writing the period to respond.

Leave Pending Employee Response.

Pending response to Notice of Proposed Action within the first ten (10) days or extension thereof, the General Manager, or his/her designee, for cause specified in writing may place the employee on temporary leave of absence with pay.

Procedure on Dismissal, Suspension, Salary Reduction or Disciplinary Demotion

- A) In any disciplinary action to dismiss, suspend, reduce salary or demote an employee having permanent status, after having complied with the Pre-Disciplinary Action requirements where applicable, the General Manager, or his/her designee, shall make an order in writing stating specifically the causes for the action.
- B) Service of Order. Said order of dismissal, suspension, reduction of salary or demotion will either be delivered personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C) Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, reduction in salary or demotion through the Appeal process below, if the appeal is filed in writing with the Secretary of the Board within fifteen (15) calendar days after service of said order.

Disciplinary Appeal Process

An Appeal filed with the Secretary of the Board shall be presented to the Board of Directors at a regular meeting within (30) calendar days following such filing. The Board of Directors may, in its discretion, appoint an Administrative Hearing Officer to conduct the hearing. Such hearings shall be conducted in accordance with applicable Government Code provisions. If the Board determines that the appeal shall be heard by a Hearing

Officer, it shall set the matter for hearing within thirty (30) days after the appeal has been presented. The Board hearing shall be conducted as prescribed below.

- A) The appellant shall receive written notice at least then (10) days prior to the hearing. The notice shall include the date, time and place of the hearing.
- B) The hearing shall be conducted in closed session, unless the employee requests, in writing, a public hearing.
- C) No later than fifteen (15) calendar days following the conclusion of the hearing, the Board or Hearing Officer shall make findings and render a decision.
- D) The Board or Hearing Officer findings and final decision shall be filed as a permanent record in the employee's personnel file. The General Manager shall deliver a copy of the findings and decision to the employee and to the supervisor if other than the General Manager.

ARTICLE 28. GRIEVANCE PROCEDURE

28.1 Purpose

The purpose of the grievance procedure is to:

- Promote improved employee relationships by establishing grievance procedures on matters defined below;
- Afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after a reasonable effort has failed to resolve them through discussion; and
- Provide that grievances shall be settled as near as possible to the point of origin.

28.2 Matters Subject to Grievance Procedure

For the purpose of this MOU, a grievance is defined as an allegation by a regular or probationary employee that the District has failed to provide a condition of employment which is established by Personnel Rules and Policies, Resolutions or this MOU.

28.3 Informal Grievance Procedure

An employee who has a grievance, problem, or complaint should first try to get it settled through discussion with his/her supervisor within ten (10) working days. The supervisor must give the employee an answer within ten (10) working days. If, after this answer, the employee does not believe the issue has been satisfactorily resolved or no response was received from the employee's

supervisor, he/she shall then have the right to file a formal grievance in writing within ten (10) working days.

28.4 Formal Grievance Procedure

28.4(a) First Level of Review

A grievance shall be presented in writing to the employee's supervisor.

The written grievance shall include the following information:

- The events leading to the grievance, including applicable dates;
- The date the employee discussed the grievance, problem or complaint with the Supervisor, the date the Supervisor answered, the answer given, and if given in writing, a copy of shall be attached to the grievance;
- The portion of the Personnel Rules and Policies, Resolutions or this MOU that is alleged to have been violated; and
- The requested remedy.

The supervisor's decision shall be in writing and returned to the employee within ten (10) working days after receiving the grievance. If the issue is not resolved, or if no answer has been received within ten (10) working days, the employee may present the appeal in writing to the General Manager, as described in 28.4 (b).

Failure of the employee to take further action within ten (10) regular working days will constitute a withdrawal of the grievance.

28.4(b) General Manager's Review

Ten (10) working days after the request is received, the General Manager shall arrange a hearing where all sides to the grievance can be heard. Within ten (10) days after that hearing, the General Manager will respond with a written decision.

If the issue is not resolved, or if no answer has been received within ten (10) working days, the employee may present the appeal in writing to the Board of Directors, as described in 28.4(c).

Failure of the grievant to take further action within five (5) working days will constitute a withdrawal of the grievance.

28.4(c) Board of Directors Review

If the issue is not resolved with the decision of the General Manager, the grievant may present an appeal in writing to the District Board of Directors. Failure of the grievant to take this action within five (5) working days after receipt of the General Manager's decision will constitute a withdrawal of the grievance.

The Board of Directors may, in its discretion, appoint an Administrative Hearing Officer to conduct the hearing. If an Administrative Hearing Officer is selected to hear the grievance, the hearing shall be conducted in the accordance with applicable Government Code provisions. The hearing shall be arranged within twenty (20) working days. The decision of the Board or Administrative Hearing Officer is final. The General Manger shall deliver a copy of the decision to Local 315 and/or employee within ten (10) working days of the hearing.

28.5 Conduct of Grievance Procedure

28.5(a) Time Limits

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

28.5(b) Association Assistance

The employee may request the assistance of the Union in preparing and presenting his/her appeal.

28.5(c) Reasonable Amount of Work Time

The employee and his/her representative may be granted a reasonable amount of work time, as determined by management, in conferring and presenting the appeal.

28.5(d) Freedom From Reprisal

Employees shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 29. UNINSURABILITY

If an employee becomes unqualified due to uninsurability under the District's insurance program, the employee's employment may be terminated. District's action of termination is subject to the appeal rights of Article 27 (Discipline) and shall not prejudice any right or remedy to which the employee may be entitled.

ARTICLE 30. MEDICAL TERMINATION

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

District's action of termination is subject to the appeal rights of Article 27 (Discipline) and shall not prejudice any right or remedy to which the employee is entitled.

ARTICLE 31. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of the District, except as the same are expressly modified by this Memorandum.

ARTICLE 32. FULL UNDERSTANDING

- A) The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matter set forth herein.
- B) Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matter within the scope of meeting and conferring during the period of the MOU except regarding the interpretation of this MOU. Neither party shall effectuate any change in the terms and conditions of employment when such changes are otherwise subject to meeting and conferring during the term of this MOU except by mutual consent of the parties hereto. The foregoing shall not preclude the parties hereto each agreeing to meet and confer at any time during the period of this MOU with respect to any subject matter within the scope of meeting and conferring including a proposed MOU between the parties to be effective on or before June 30, 2024.
- C) All Ordinances, Resolutions, Rules and Practices not inconsistent with this MOU, whether known by the parties at the time this MOU was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

ARTICLE 33. SEVERABILITY

If any provisions of this agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**Approved by the NAPA SANITATION DISTRICT (NSD) NAPA COUNTY,
CALIFORNIA:**

Chairman, Board of Directors

Date: _____

ATTEST:

Clerk, Board of Directors

Date: _____

Approved by TEAMSTERS Local 315:

President

Date: _____

ATTEST:

Secretary-Treasurer

Date: _____

(SEAL)

EXHIBIT A – JOB CLASSIFICATIONS

Collection System Supervisor

Operations Supervisor

Plant Maintenance Supervisor

Pollution Prevention/Outreach Specialist

Safety, Training & Fleet Maintenance Officer

EXHIBIT B – TABLE 1

2020 – 2021

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Collection System Supervisor	\$43.43	\$45.60	\$47.88	\$50.28	\$52.79	\$55.43	\$58.20
Operations Supervisor	\$49.42	\$51.89	\$54.48	\$57.20	\$60.06	\$63.07	\$66.22
Plant Maintenance Supervisor	\$45.20	\$47.46	\$49.83	\$52.32	\$54.94	\$57.69	\$60.57
Pollution Prevention/ Outreach Specialist	\$40.55	\$42.57	\$44.70	\$46.94	\$49.29	\$51.75	\$54.34
Safety, Training & Fleet Maintenance Officer	\$42.69	\$44.83	\$47.07	\$49.42	\$51.89	\$54.49	\$57.21