

This Side-Letter is undertaken in conjunction with the current Memorandum of Understanding (herein, “the MOU”) and is entered into between the Sausalito-Marin City Sanitary District (herein after, “the SMCSD”) and the Operating Engineers Local Union No. 3 (herein after, “OE3” or the “Union”) and known collectively in the document as, “the Parties”.

## I. Purpose

SMCSD and the Union are parties to the Memorandum of Understanding that governs the wages, hours, and working conditions of the employees of SMCSD. Article 9 of the MOU governs the standard workday and the emergency standby operation. However, under certain circumstances, the SMCSD may have an operational need to operate on 24-hour basis and the current MOU is silent as to the how and in what manner that should occur. The Parties have met and have agreed to modify their MOU according to the following terms:

## II. 24 Hour Operations to be added to Article 9

### A. Standby Duty/Pay

The provisions relating to Standby Duty and Standby Pay under Article 8 of the MOU will not be in effect for the period of time SMCSD utilizes “24 Hour Operations.”

When an employee is schedule to be on Standby and when/if SMCSD shifts to a 24-hour Operations, the employee shall not receive the hourly rate as called for in Article 8.2 of the MOU. However, once SMCSD shifts back to normal operations an employee who is still scheduled for Standby shall once again receive the daily or weekend payment pursuant to Article 8.2. For illustration: if SMCSD initiated 24-hour operations on a Monday and ran that way through Wednesday an employee on Standby would not receive their standby pay for Monday, Tuesday, or Wednesday, but would receive it for Thursday and continuing until the end of their Standby shift.

### B. When SMCSD requires 24-hour Operations

#### 1. Notice

SMCSD agrees to provide whenever reasonably possible at least 24 hours’ notice to the impacted employees that they are going to begin 24 Hour Operations. The Parties recognize that there could be good faith emergencies when this is not feasible, but that SMCSD will provide a good faith effort to provide the notice.

#### 2. Shift

During the period that SMCSD requires 24-hour Operations there shall be two shifts – each twelve hours in length and referred to as “Day” and “Night.” Shift start times shall align with current schedules depending on the operational needs of SMCSD.

3. Night Shift – Assignment/Volunteer

When selecting employees to work the Night Shift, SMCSO shall first solicit volunteers – in the event that there are more employees who volunteer than there are shifts available then ties shall be broken by seniority. In the event that there are fewer volunteers than there are available shifts, then employees shall be assigned Night shift work in reverse seniority order.

4. Pay

a. Premium Pay for Night Shift

Employees that either volunteer or who are assigned to work the Night Shift shall receive a 10% premium on regular hours worked during the Night Shift.

b. Overtime

In general, the Overtime provisions as articulated in Article 9.4 shall control. However, in the event that an employee works an alternate work schedule they shall be entitled to overtime pay only for hours worked beyond their normal scheduled hours. For illustration: if an employee normally works a 4 day – 10-hour shift, then when they work a 12-hour shift, they shall be entitled to overtime pay for 2 hours. For hours worked in excess of 40 hours in a week shall be paid at the overtime rate.

5. Holidays

If the 24-Hour Operations runs over a Holiday than pursuant to Section 9.4 all hours that the employee works on that day shall be at the established overtime rate.

III. Continuation into successor Memorandum of Understanding

This side-letter will continue in effect after the expiration of the current MOU unless and until the Parties jointly agree in writing to terminate this side-letter.

Agreed to on this 7th day of April, 2020

*David Tuttle*

David Tuttle, Business Agent for  
Operating Engineers Local Union No. 3

*Jeff Kingston*

Jeff Kingston  
General Manager