

SAUSALITO-MARIN CITY SANITARY DISTRICT

RESOLUTION NO. 1011

**A RESOLUTION ADOPTING A COMPENSATION AND BENEFITS PLAN FOR THE
CONFIDENTIAL / UNREPRESENTED UNIT EMPLOYEES**

The Board of Directors of the Sausalito-Marín City Sanitary District, Marin County finds and determines as follows:

Whereas, the District seeks to establish a comprehensive document that defines the compensation and benefits for employees in the Confidential / Unrepresented unit; and

Whereas, the District has prepared a Compensation and Benefits Plan for the Confidential / Unrepresented unit employees for a three (3) year term from FY 2014/15 to FY 2016/17, which will take effect upon approval by the Board of Directors; and

Whereas, the Confidential / Unrepresented Unit employees Compensation and Benefits Plan is attached and made part of this Resolution.

In consideration of the foregoing finding and determinations,

THEREFORE, BE IT RESOLVED that the District Board of Directors adopts this Resolution to establish and approve the attached compensation and benefits plan for the Confidential / Unrepresented Unit employees for a three (3) year term from FY 2014/15 to FY 2016/17; and

That the District Secretary is directed and authorized to file a copy of said Resolution and distribute as necessary.

* * * * *

I certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Sausalito-Marín City Sanitary District, Marin County, California, at a meeting held on March 16, 2015 by the following vote:

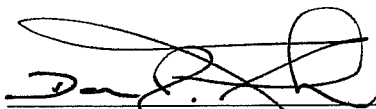
AYES, and in favor thereof, Directors: Arnott, Beers, Delano, Rheiner

NOES, Directors:

ABSTAIN, Directors:

ABSENT, Directors: Ring

APPROVED:

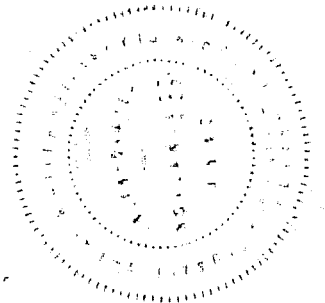


Dan Rheiner, Board President



Helen Lei, Board Secretary

(SMCSD Seal)



COMPENSATION AND BENEFITS PLAN

**Sausalito Marin City Sanitary District
Confidential/Unrepresented Unit**

July 1, 2014 – June 30, 2017

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**Compensation and Benefits Plan
Between
Sausalito Marin City Sanitary District
and
Confidential/Unrepresented Unit**

ARTICLE 1 – DESIGNATION OF PARTIES

- 1.1 Preamble: This Compensation and Benefits Plan (Referred to as “Plan”) entered into by and between the Confidential/Unrepresented Unit and the Sausalito Marin City Sanitary District ‘District’.

ARTICLE 2 – GENERAL PROVISIONS

- 2.1 Term of Plan: Three (3) year term of plan. July 1, 2014 through June 30, 2017.
- 2.2 Duration: This Plan shall be effective upon Board of Directors adoption, except for those provisions of the Plan which have been assigned other effective dates as herein above set forth and shall remain in full force and effect to and including the thirty (30th) day of June 2017 and shall continue thereafter from year to year unless at least one hundred twenty (120), days prior to the first (1st) day of July 2017, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Plan.

2.3 Confidential Unit Classifications

The following District classifications are designated as confidential.

- A. Office Manager/District Secretary: The position works under the general supervision of the General Manager. The position is an at-will position that is non-exempt from the U.S. Fair Labor Standards Act. As a non-exempt employee the position retains the right to receive overtime pay. An at-will position means that the position serves at the pleasure of the District Board of Directors and either the employee or the District Board can terminate employment any time, with or without cause, with or without advance notice, and without right of appeal.
- B. Administrative Assistant I/II: The position works under the general supervision of the Office Manager / District Secretary. The position is non-exempt from the U.S. Fair Labor Standards Act. As a non-exempt employee you retain the right to receive overtime pay.
- C. Definition of Confidential Unit Employee: A confidential employee is an employee whose duties normally require access to confidential agency information that contributes significantly to the development of District policies, procedures and labor agreements. Within the scope of duties, a confidential employee shall have access to confidential District files and employee labor relations information. As such, confidential information gathered by employees covered under this plan shall remain private and confidential, as directed by the General Manager, and not be discussed or

shared with other employees or outside individuals or agencies unless authorized by the General Manager.

2.4 Management Rights:

Except as otherwise specifically provided in this rule or subsequent ones, the District has, and retains, the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. The right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. The right to manage all facilities and operations of the District, including the methods, means and personnel by which the District's operations are to be conducted.
- C. The rights to schedule working hours, allot and assign work.
- D. The right to establish, modify or change work schedules or standards
- E. The right to direct the working forces, including the right to hire, promote, demote, or transfer any employee.
- F. The location of all plants and facilities.
- G. The determination of the layout and the machinery, equipment or materials to be used.
- H. The determination of processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. The determination of the size and composition of the working force.
- J. The determination of policy and procedures affecting the selection or training of new employees.
- K. The establishment, assessment and implementation of employee performance standards, including, but not limited to, quality and quantity standards, the assessment and procedures for assessment of employee performances and physical requirements and tests to assess physical requirements, including physical fitness for duty examinations.
- L. The control and use of District's property, material, machinery or equipment.
- M. The scheduling of operations and the determination of the number and duration of shifts.
- N. The determination of safety, health and property protection measures.
- O. The transfer of work from one job to another or from one plant or unit to another.
- P. Introduction of new, improved or different methods of operations, or changes in existing methods.

- Q. The right to demote or relieve employees from duty for lack of work or other reasons deemed legitimate by management.
- R. The rights to reprimand, suspend, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. The establishment and determination of job classifications.
- T. The right to take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.
- U. The exercise of management rights shall not preclude employees or employee organizations from presenting grievances concerning the effect of said action upon the employees; provided, however, the basic right of management to act hereunder or make such decisions is unimpaired. Provided further that all acts of management shall be consistent with this rule or accepted memoranda of understanding.

2.5 District Classification Plan: Refer to District Policy and Procedure Manual

ARTICLE 3 – WAGES

- 3.1 Wages: See Exhibit A Monthly Base Salary Schedule.
- 3.2 Salary Adjustments: Effective July 1, 2014, wages for Confidential Unit employees shall be increased by 2.75%. 1.2% of that wage increase may occur earlier as further described below. Effective the first payday in July 2015, the wages for the Confidential Unit employees shall be increased 3.0 %. Effective the first payday in July 2016, the wages for the Confidential Unit employees shall be increased 3.0%.

Effective upon approval of the MOU by the Board, employees shall receive a 1.2% of the salary increase described above to address employee paid EPMC CalPERS contribution. Employees shall reimburse the District 1.2% retroactively to July 1, 2014.

New Members, as defined by PEPRA, are not eligible to receive EPMC from the District and are excluded from the 1.2% reimbursement.

Note: Resolution 989 sets the minimum annual salary increase for employees in the unit for the time period described in the resolution. The negotiated salary increases described in this section exceed that amount during the period of the MOU.

ARTICLE 4 – HOLIDAY LEAVE

- 4.1 Holidays: The following holidays are observed by the District:

January 1	(New Year’s Day)
Third Monday in January	(Martin Luther King Day)
Third Monday in February	(President’s Day)
Last Monday in May	(Memorial Day)
July 4	(Independence Day)
First Monday in September	(Labor Day)
November 11	(Veterans’ Day)

Fourth Thursday in November (Thanksgiving)
Fourth Friday in November (Day after Thanksgiving)
December 25 (Christmas)

In addition to the aforementioned holidays, each employee shall have three (3) floating holidays (24 hours) per fiscal year as paid holidays, provided that a new employee or an employee who leaves the service of the District will receive three (3) floating holidays during the employee's year of employment on a pro rata basis (e.g. six (6) months of employment entitles the employee to 1.5 floating holidays). Upon resignation or retirement of an employee, the employee will be paid a lump sum for all floating holiday leave earned but not used on a pro rata basis; or if floating holiday usage has exceeded that earned, an equivalent value of the excess usage will be deducted from the employee's last paycheck. An employee may not accumulate floating holidays, i.e., the balance on June 30 each year shall be zero. All floating holidays shall be credited to employees on the first payroll of the fiscal year in early July.

Employees necessary to maintain public safety or emergency services shall be required to work on holidays.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the holiday. The holiday schedule shall be determined by the Operations Superintendent or General Manager with due regard for the wishes of the employee and particular regard for the needs of the District. Paid holidays shall be granted only to probationary and regular employees. Part time employees shall not be entitled to paid holidays.

ARTICLE 5 – LEAVE OF ABSENCE

5.1 Vacation:

All full-time, probationary and regular employees shall accrue vacation credits at the rate of 5/6 working days per month (10 working days per year), determined from the date of initial employment with the District. After completion of the third year of employment, vacation credits will be earned at a rate of one and one-quarter (1-1/4) working days per month (15 working days per year). After completion of the tenth year of employment, vacation credits will be earned at a rate of one and two thirds (1- 2/3) working days per month (20 working days per year). After completion of the twentieth year of employment, vacation credits will be earned at a rate of two and one twelfth (2- 1/12) working days per month (25 working days per year). After completion of the thirtieth year of employment, vacation credits will be earned at a rate of two and one half (2-1/2) working days per month (30 working days per year).

Only probationary and regular employees shall be entitled to accrue vacation leave. Part-time employees shall not be entitled to accrue vacation leave.

An employee shall be initially required to work six months in order to be eligible to use accrued annual vacation leave. Employees terminating before six months of service will receive vacation pay on a pro rata basis.

It is the policy of the District that employees take their vacation each year; provided, however, that for reasons deemed sufficient by the General Manager, an employee may take less than the accrued vacation one year, with a corresponding longer vacation the following year. In the event an employee is not able to take all of the vacation to which s/he is entitled in a calendar year, s/he may accumulate vacation and carry it over into the next year up to a maximum of one previous year's vacation as of June 30th of any year. If an employee's vacation has been deferred due to requirements of the District service, the General Manager may exercise his or her discretion to approve an increase in the maximum amount of vacation that the employee may accumulate.

The times during which an employee may take vacations shall be approved by the General Manager and scheduled by April 30th of each year with preference for vacation time given according to seniority; provided that if the requirements of the District service are such that part or all of an employee's vacation must be deferred beyond a particular calendar year, the employee may take the vacation during the following calendar year. The vacation scheduling shall be at the discretion of the Operations Superintendent or General Manager. Review of requests will be made with due regard for the wishes of the Employee and particular regard for District needs. Vacation and personal leave shall be prioritized, based on seniority. Once the schedule is set, it can only be changed by the mutual agreement of all involved parties and at the discretion of the Operations Superintendent or General Manager.

Once an employee reaches his or her maximum accumulation, no more vacation will be earned until an equal amount of accumulated vacation is used.

A holiday that occurs or a sick leave day that is used during an employee's vacation shall not be charged as vacation.

Upon the termination of an employee's service with the District, s/he shall either be granted time off or be paid a lump sum for all authorized accrued vacation that s/he has earned, provided that the employee has been in the service of the District for more than six months.

- 5.2 Vacation Sellback: Employees are allowed a maximum sellback equal to the number of vacation days taken in the previous or current fiscal year up to a maximum of ten (10) days in any fiscal year.
- 5.3 Sick Leave: Every person who has been employed by the District continuously for six months and receives a regular appointment shall be entitled to receive one working day of sick leave with pay for each full calendar month of regular full-time employment. Employees shall accrue sick leave credit dating back to their first day of employment.

Sick leave may be taken for:

- A. An employee's illness or injury. Satisfactory proof of the necessity for sick leave shall be furnished when requested, in the form of a doctor's certificate, certifying that the employee is unable to perform his/her regular duties. The District may, at its sole discretion and expense, require an additional certificate from a doctor selected by the District, certifying that the employee is unable to perform his/her regular duties.
- B. A non-exempt employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner. Leaves for this purpose may be limited to four hours in any one working day and should be scheduled so as to minimize any interference with the employee's workday and the District's operations.
- C. Providing necessary care for an ill or injured member of the immediate family. The District may require a doctor's statement or a personal affidavit indicating that the employee's presence was required.
- D. Bereavement leave for immediate family (As defined under FLMA).
- E. There shall be no limit to accrual of unused sick leave.
- F. Upon termination of employment there will be no pay-out of unused sick leave.
- G. In the event an employee on sick leave is entitled to Workers' Compensation benefits, such benefits will be integrated with sick leave.
- H. Absences due to work-related injury or illness are covered by Workers' Compensation benefits described in the District's Personnel Rules.

Sick leave will not be allowed while on vacation unless notification of the sick leave is received at the time the sick leave is taken. Such sick leave shall be verified by an appropriate doctor's certification if so directed by the Operations Superintendent or General Manager.

5.4 Medical Disability Leave: The District shall provide Medical Disability Leave in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

5.5 Personal Leave of Absence:

At the discretion of the General Manager, personal leaves of absence may be granted. Each request will be given consideration based on individual circumstances and the impact on the operation of the District. While on personal leave the employee will not earn vacation or sick leave, and the employee's salary step increase review date will be adjusted accordingly. However, the employee will be eligible for insurance coverage and District premium payments will be made in accordance with terms of the insurance plans, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

5.6 Military Leave:

Military leave shall be granted in accordance with applicable provisions of federal or state law. All employees entitled to military leave shall give the District an opportunity within the limits of military regulations to determine when such leave shall be taken.

An employee who is a member of an Armed Forces Reserve Unit, the National Guard or the Naval Militia, shall be granted leave of absence while engaged in military duty, including time involved in going to and from such duty, provided such period of leave does not exceed 180 calendar days or any longer period required by law. Employees who have been employed by the District for a period of not less than one year immediately prior to the day on which the absence for such leave begins shall continue to receive their full salary for the first thirty (30) days of such leave taken for purposes of active military duty. Leave for inactive military reserve duty (i.e., monthly weekend drills) will be granted on an unpaid basis. If an employee is called for inactive duty on any days during which he or she is scheduled to work for the District, the District will make reasonable attempts to adjust the employee's work schedule so that s/he will serve the inactive duty on his or her own time. If a scheduling conflict cannot be avoided, the leave for inactive duty will be on an unpaid basis, unless the employee elects to use any available accrued vacation time.

Employees who leave their positions due to induction into the Armed Forces of the United States, shall be re-employed in accordance with the federal Vietnam Era Veterans' Readjustment Assistance Act and California Military and Veterans Code, Section 395.1. To qualify for re-employment, the District must receive a re-employment application and the former employee must resume service within the time periods required by law. Employees who leave the District's employ due to such military service, should consult the General Manager for information regarding the circumstances under which they may be re-employed.

5.7 Jury Duty or Court Witness Leave:

An employee who is required or subpoenaed to serve as a trial juror or as a witness at trial in a civil or criminal action to which s/he is not a party shall inform his/her Operations Superintendent or the General Manager. While on jury duty or serving as a witness s/he or she shall be entitled to be absent from his or her duties with the District during the period for such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid his or her full salary and the payment received by him or her for his or her services as provided by law, including travel and meal allowance for such duty.

5.8 Catastrophic Leave Program: The District shall continue its existing leave practice to address bargaining unit employee situations that warrant catastrophic leave accommodations on an as needed basis.

ARTICLE 6 – INSURANCE

6.1 Medical Coverage:

Upon employment with Sausalito-Marín City Sanitary District eligible employees will be covered by the Public Employees Retirement System (CalPERS). The District has entered into a contract with CalPERS to provide a specified set of benefits. Additional information is available at the District office as to the exact set of eligible benefits for employees. The option for medical coverage includes the CalPERS' sponsored plans described in the Basic Health Plan booklet published by CalPERS, copies of which are available in the District's Office.

The District shall pay the Bay Area Kaiser Plan Rate (Kaiser Bay Area Region Basic/Supplemental Plan Rate) for active employees and retirees. Employees may select other qualified plans (Blue Cross, Blue Shield) and pay the difference between their selected plan and the Bay area Kaiser Plan (Kaiser Bay Area Region Basic/Supplemental Plan) based on their category of coverage (single, married, family). The plan rates used by the District are published annually by CalPERS. Current 2015 monthly rates paid by District for categories as follows: Single \$714.45, Married \$1428.80, Family, \$1857.57.

During the initial open enrollment period, an employee may enroll in any medical coverage plan for which the employee is eligible (employee only, employee plus one dependent, or employee plus family). Eligible dependents are the employee's spouse, registered domestic partner and children up to age 26 who have never been married. A certified disabled child age 26 and older who is incapable of self-support because of a physical or mental condition may be eligible for enrollment based on the CalPERS health care program guidelines.

At termination of employment, employees may continue in the same health plan for a period of 18 months under COBRA at their own expense.

6.2 Dental and Vision: All eligible employees and eligible dependents must enroll in the dental plan currently offered by the District. District covers the cost of the VSP provided vision plan. Eligible dependents are the employee's spouse, unmarried children to age 19 or to age 24 if enrolled as a full-time student or unmarried children over 19 years of age who are incapable of self-support because of physical or mental disability which commenced prior to age 19. The District is covered by Delta Dental Plan of California. All full-time employees are enrolled. The District pays the full premium for employees and their dependents. Orthodontic Benefits for employee's dependent children only is offered through Delta Dental of California, County of Marin – Group E2.

At retirement or termination of employment, the District ceases to pay the premium. Employees may choose to continue coverage for a limit of 18 months by making payment directly to Delta Dental Plan of California.

6.3 Opt - Out of District Medical Coverage:

Annually, upon open enrollment, eligible Confidential Unit employees shall receive \$350.00 per month if they opt-out of and waive the District provided medical insurance benefit. Proof of other coverage must be provided to the District as required by the CalPERS medical plan.

6.4 Life Insurance:

All eligible employees must enroll in the basic group life insurance program offered by the District. Insurance coverage is offered by the District with eligibility determined by the insurance company. Life insurance coverage is equal to one time annual earnings rounded down to the next even \$1,000 with a minimum coverage, for full time employees, of \$10,000, and a maximum of \$50,000.

Premiums are paid in full by the District. Coverage ends at retirement or termination of employment.

6.5 Disability Insurance:

Short-Term & Long-Term Disability Insurance

The District through its insurance carrier provides short and long-term disability insurance. For short-term coverage the District covers 25% of the plan cost and the Employees cover 75% of the cost. The District provides the full cost of the long-term disability insurance.

ARTICLE 7 – OTHER BENEFITS

7.1 Deferred Compensation Plan: The District contributes 1.5% of base salary toward the employee's selected deferred compensation plan. Employees may select from the approved District available plans (currently Hartford and CalPERS).

7.2 Social Security and Medicare: The District participates in Social Security and Medicare.

7.3 Retirement System (CalPERS):

This Article applies to all District bargaining unit employees and retirees.

The District will provide benefits according to contracts with California Public Employee Retirement System (CalPERS)

7.4 CalPERS Classic Members:

"Normal retirement age" is age 55. All employees belong to CalPERS are subject to all provisions of CalPERS law. Benefits available to all District employees who retire after the effective date of this procedure are as specified in the amendment to the contract between the District and PERS, dated October 6, 2003. Optional provisions include:

- A. 2.7% @ 55 supplemental formula at retirement
- B. Government Code, Section 20024.2 (One Year Final Compensation)

- C. Government Code, Section 21361.5 (Local System Service Credit Included in Basic Death Benefit)
- D. Government Code, Section 20862.8 (Credit for Unused Sick Leave)
- E. Government Code, Section 20615.5 (Employer Paid Member Contribution Converted to Payrate During the Final Compensation Period).

7.5 CalPERS New Members:

The California Public Employees' Pension Reform Act (PEPRA) became effective January 1, 2013. Applies to District employees that are "New Members" to CalPERS as define by PEPRA:

- A. 3-Year Final Compensation period.
- B. 2% @ 62 Supplemental formula at retirement.
- C. New Members shall pay a member contribution equal to 50% of the normal cost of their retirement benefit.
- D. New Members are not eligible to receive EPMC from the District.

7.6 Medical Insurance After Retirement:

The Sausalito-Marin City Sanitary District eligible retirees will be covered by the Public Employees Retirement System (CalPERS) health care plan as specified per District policy. For employees hired before July 2004, the District will continue to provide the employee and the employees' dependents with (100%) post-employment medical insurance under the PERS medical insurance program if the employee actively retires from SMCSD employment. Once the retiree is eligible for Medicare, the District will fund the supplemental medical insurance for the retiree and the retiree's spouse. Such benefits shall be integrated with Medicare for the rest of the retiree's lifetime. Retiree and spouse are responsible for payment of their Part A Medicare premium. Survivor's eligibility for benefits is governed by PERS law.

For employees hired after July 2004, the District will continue to provide the employee's PERS medical insurance as specified by the Public Employees Medical and Hospital Care Act (PEMHCA) if the employee actively retires from the District with PERS retirement, is at least 55 year of age, has been a full-time employee and has a minimum of five (5) continuous years of qualifying SMCSD employment. As indicated in the vesting schedule, the District will pay for both the employee and eligible dependents based on the PEMHCA program vesting schedule for credited years of PERS service. An employee will be eligible to receive 50% of health care costs covered after 10 years of credited PERS service. The benefit will increase 5% per year, reaching 100% after 20 years of service.

The District contribution is prorated based on years of PERS service up to a maximum of one hundred percent (100%) of the health benefits plan premiums for employees plus ninety percent (90%) for eligible dependents. The District contribution amount is based on the PERS health benefits plans which have the largest number of enrollments during

the year to which the formula is applied, but not more than one hundred percent (100%) of employees' premium.

Once the retiree is eligible for Medicare, the District will fund the supplemental medical insurance for the retiree and the retiree's spouse. Such benefits shall be integrated with Medicare for the rest of the retiree's lifetime. Retiree and spouse are responsible for payment of their Part A Medicare premium. Survivor's eligibility for benefits are governed by PERS law.

7.7 Employer Paid Member Contribution (EPMC):

All bargaining unit employees will reimburse the SMCSD for their required member contributions as a gross salary payroll deduction subject to 414(h) (2) on a tax-deferred basis to the extent allowed by Federal and State law. The cost sharing arrangement is applicable to all active employees and any new employees that are "Classic" CalPERS members. The cost share arrangement excludes "New Members" as defined by the California Public Employees' Pension Reform Act (PEPRA).

Each bargaining unit employee who is not a "New Member" as defined by the California Public Employees' Pension Reform Act (PEPRA), will reimburse the District for the EPMC contribution as a 1.2 percent gross salary payroll deduction, effective FY 2014/15.

Each bargaining unit employee who is not a "New Member" as defined by PEPRA, will reimburse the District for the EPMC contribution per the payment schedule below as a total gross salary payroll deduction, effective July 1 of each fiscal year.

Fiscal Year 2014/15	3.2%
Fiscal Year 2015/16	4.4%
Fiscal Year 2016/17	5.6%
Fiscal Year 2017/18	6.8%
Fiscal Year 2018/19	8.0%

Each bargaining unit employee who is a "New Member" as defined by the PEPRA shall pay a member contribution equal to 50% of the total normal cost of the PERS benefit. New Members are not eligible to receive EPMC from the District.

ARTICLE 9 – HOURS OF WORK

9.1 Hours of Work

The district office is open from 8:00 AM to 4:30 PM Monday through Friday. The treatment plant facility hours of operation are Monday through Sunday 7:00 AM to 3:30 PM. The General Manager may authorize modified work schedule to support facility administration and operation which may include off-hour and weekend work. To meet the Districts emergency and disaster response requirements employees must reside within a radius that enables the employee to respond to the Sausalito plant facility within one hour time frame.

Normal work hours are eight (8) hours per day with a thirty (30) minute unpaid lunch. The hours of employment for full-time employees shall be forty (40) hours per week. Applicable employees are to receive time and one-half pay for overtime. All hours worked on a holiday will be paid at one and one-half pay. The hourly rates for full-time employees are based on 173.33 (52 weeks times 40 hours divided by 12) hours average.

9.2 Breaks and Lunch: Employees shall be allowed a rest period of 15 minutes during each four consecutive hours of work. Such rest periods shall be scheduled in accordance with District requirements. A thirty (30) minute, unpaid lunch period shall be provided as designated by the General Manager at approximately the middle of the shift.

The District may designate the location or locations where rest periods may be taken. An employee may occasionally be required to perform duties, if necessary, during his/her normally scheduled rest period. In such circumstances the employee upon completing his/her work task shall receive the remainder of the interrupted rest period.

9.3 Overtime:

The General Manager shall enforce attendance requirements and shall keep attendance records of employees. The District's time records are maintained in the District's main office. Any absence from work without prior authorization as provided for in these rules or administrative guidelines shall be the basis for discipline or discharge.

The hours of employment for full-time employees shall be forty (40) hours per week. All employees are to receive time and one-half pay for overtime. All hours worked on a holiday will be paid at one and one-half pay.

The hourly rates for full-time employees are based on 173.33 (52 weeks times 40 hours divided by 12) hours average.

Overtime shall be that time authorized by the General Manager and worked by an employee beyond forty hours per week or eight hours per day, unless an alternative workweek schedule with workdays in excess of eight hours has been agreed to. In the case of an alternative workweek schedule with workdays in excess of eight hours, overtime shall be that time worked by an employee beyond forty hours per week and the number of hours per day designated in the alternative workweek schedule.

All overtime shall be paid for in accordance with the Fair Labor Standards Act. Eligible employees may elect to accrue compensatory time in lieu of overtime pay. Employees shall make a choice, on the first regular workday, of (a) the payment of overtime or (b) the accrual and use of compensatory time off. Compensatory time off will be taken with the approval of the General Manager.

- 9.4 Compensatory Time: Compensatory time off shall be accrued at the same rate as the actual authorized overtime worked by the employee.

Employees may accrue compensatory time in excess of eighty (80) hours during the fiscal year from one fiscal year to the next; however, accrued compensatory time off balances may not exceed eighty (80) hours. Employees must cash out compensatory time in excess of 80 hours prior to July 1 of each fiscal year.

Overtime shall be kept at the minimum consistent with maintenance and operation of essential District services.

The General Manager may designate certain classes as exempt from the overtime requirements of state and federal law and therefore ineligible for compensation for overtime.

Upon the termination of an employee's service with the District, the employee shall either be granted time off or be paid a lump sum for all authorized accrued overtime (not to exceed eighty hours) s/he has earned in accordance with these Rules.

ARTICLE 10 – INCENTIVES

- 10.1 Training: Authorization may be granted for employees to attend professional conferences and meetings, or to participate in some form of activity or training in the interest of the District. Upon budget authorization, such leave may be granted by the General Manager for one day, or by the District Board for more than one day.

Reimbursement of expenses incurred shall be made in accordance with established financial procedures of the District, within limits prescribed by the District Board.

Upon budget approval by the District Board and prior approval by the General Manager, an employee shall be reimbursed his/her tuition charges upon satisfactory completion of a training course which is considered beneficial to the District. Tuition costs will be withheld from the final wages of an employee leaving for any reason within one (1) year of completion of course. Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the General Manager.

The District shall pay, as approved by the General Manager, all fees related to all certificates and licenses required in connection with District employment.

- 10.2 Certification Incentive Program: Based on classification, some bargaining Unit employees are eligible to participate in this program. This program is designed to provide compensation for employees who obtain and maintain varied and higher levels

of technical certification above their job requirements. A maximum of 10% may be approved for over-certification status under this program for selected classifications.

10.3 Safety Incentive: A semi-annual lunch shall be provided in April and October at the District facility or a local restaurant (approved by the General Manager) if there are no lost time injuries during the periods of April to October and October to April of each year.

10.4 Cell Phone Allowance:

Effective January 2015, and every other year thereafter, during the term of this agreement, the District shall compensate employees in the Confidential Unit shall receive \$355 as cell phone reimbursement. The District will continue to require employees to use personal cell phones during working hours.

10.5 Personal Vehicles:

If an employee used his/her personal vehicle on District business and does not receive a car allowance, he/she will be reimbursed at the standard IRS rate. Personal vehicle usage must be authorized by the General Manager to be eligible for reimbursement. When employees use their personal vehicle, their personal automotive insurance shall serve as the primary coverage. If employee is involved in an accident the employee is responsible for any and all terms and deductibles as outlined in their personal automotive policy.

ARTICLE 11 – PROBATION

11.1 Probation:

A person appointed or promoted to a position in the classified service shall be on probation in the position for at least twelve months after assuming it. The General Manager may exercise their discretion to increase the length of the probationary period.

While thus on probation, a person may:

- A. If in a position to which s/he has not been promoted, be dismissed at any time;
- B. If in a position to which s/he has been promoted, be reinstated at any time to the position from which the promotion elevated him or to a comparable position.

Any employee in which action indicated in A or B above has been affected, shall have no right of appeal.

Any employee who successfully completes a probationary period shall achieve regular status in his/her class and shall be known as a regular employee.

All District employees must possess a valid California motor vehicle driver's license and maintain a good driving record consistent with requirements from time to time established by the General Manager to protect the District's insurability under its insurance liability policies. Failure to possess a valid California motor vehicle driver's license and maintain an acceptable driving record shall be cause for termination with no right to appeal.

ARTICLE 12 – TEMPORARY OUT OF CLASSIFICATION ASSIGNMENT

12.1 Temporary Out of Classification Assignment:

Temporary promotion of classified employees to perform the job duties of a higher classification or to act in a supervisor's absence will be compensated as follows:

- A. Employees may be assigned to perform a job in another higher classification (out of class pay) during an approved leave (vacation or sick) or permanent absence of an employee which extends for a period of three (3) consecutive days or more. Assignment must be made in writing by Supervisor and approved by the General Manager. Compensation shall be 5% of the employee's salary or the first step of the pay range of the higher classification whichever is greater. Advance approval of the General Manager or designee is required before employee receives assignment.
- B. Employees may be assigned to perform the full range of responsibilities of a supervisory position in addition to their own workload during an approved leave (vacation or sick leave) or permanent absence of a supervisory position which extends for a period of three (3) consecutive days or more. Assignment must be made in writing by the General Manager. Compensation shall be 5 % of the employee's salary or the first step of the pay range of the higher classification whichever is greater. Advance approval of the General Manager or designee is required before employee receives assignment.
- C. The method of selection of employees to perform work in a higher classification shall be through a system of voluntary rotation in order of seniority commencing with the most senior qualified eligible employee.

ARTICLE 13 – LAYOFFS

13.1 Reduction in Workforce:

The Board may layoff an employee of the District upon 15 days written notice because of material change in duties or organization or shortage of work or funds. The District will provide a minimum of 2 weeks' salary as severance, not including the 15 days written notice. An employee who is laid off from the District, whose performance evaluation demonstrate that they had at least satisfactory service during their tenure with the District shall be placed on an reemployment list for 6 months after their separation from service due to layoff. Employees on the reemployment list shall be offered employment with the District in the same order of their placement on the reemployment list.

ARTICLE 14 – DISCIPLINARY ACTIONS

14.1 Discipline:

The General Manager may suspend, demote, reduce in pay or discharge any regular employee for just cause.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Grievance Procedure: Refer to District Policy and Procedure Manual

ARTICLE 16 – HEALTH AND SAFETY

16.1 Health and Safety:

The District shall comply with all applicable federal and State of California health and safety regulations as they apply to District work.

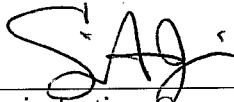
ARTICLE 17 – SEPARABILITY

17.1 Separability: If any Federal, State or Court Jurisdiction voids part of the agreement, the remaining parts shall still be in effect for the term of the agreement.

* * *

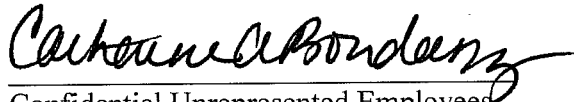
Dated: 3/16, 2015

For the District:

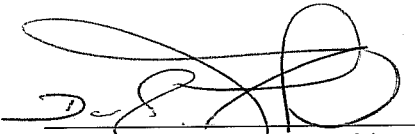


Craig Justice, General Manager
Employee Relations Officer

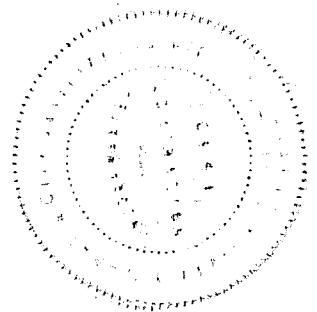
For the CONFIDENTIAL Unit:



Confidential Unrepresented Employees



Dan Rheiner, Board President



(SEAL)



Helen Lei, Board Secretary

Exhibit A: Monthly Base Salary Schedule

EXHIBIT A

Sausalito-Marín City Sanitary District

MONTHLY BASE SALARY SCHEDULE (in dollars) - Confidential and Represented Employees (OE3)
 Effective July 1, 2014 Resolution No. 1011 Dated March 16, 2015

STEPS	9/2/2013 Reso. 989	A	B	C	D	E	F*	G*	H*	I*
Office Manager ^C	6483	6661	6994	7344	7711	8097	8299	8502	N/A	N/A
Administrative Assistant II ^C	5599	5753	6041	6343	6660	6993	7168	7342	N/A	N/A
Administrative Assistant ^C	4836	4969	5217	5478	5752	6040	6191	6342	N/A	N/A

1. Per Board approval of the Certification Incentive Program on April 4, 2011. Incentive pay is approved at 2.5% increments for each technical certificate above what is required under the job classification up to a maximum of 10% for four technical certificates.
 2. For Steps A through E of the salary schedule, certification incentive pay is available from 0% up to a max of 10% for certain classifications. For example, an employee at Step A who has two certifications, or a 5% incentive pay, will be placed at Step B of the classification salary range. Also for example, an employee at Step A who has one certification, or a 2.5% incentive pay, will be placed at a salary between Step A and Step B.
- * Steps F through I reflect possible technical certification incentive pay above the top step for each classification based on the approved certifications for each classification. For example, a classification that shows Step F and G above the top Step E means this classification has two possible incentive certifications up to 5%. Each Step F through I is set a 2.5% increments for a maximum of 10% for certain classifications as indicated.

C = Confidential