

RESOLUTION NO. 2022-2289

A RESOLUTION RATIFYING AND ADOPTING AGREEMENT BETWEEN LAS GALLINAS VALLEY SANITARY DISTRICT AND OPERATING ENGINEERS LOCAL NO. 3 FOR STAND-BY EMERGENCY RESPONSE STIPEND FOR TWO ELIGIBLE EMPLOYEES

WHEREAS, negotiations between the Las Gallinas Valley Sanitary District (“District”) and International Union of Operating Engineers Local No. 3 (“OE3”) to develop a successor Memorandum of Understanding (“MOU”) agreement between OE3 and the District resulted in a Total Tentative Agreement (“TTA”) being agreed upon by the bargaining parties; and

WHEREAS, the TTA eliminated the previously Board approved Commute Stipend, established an Emergency Response stipend for all previously approved emergency response employees, and included a requirement that a Side Letter be executed to address two employees receiving the Commute Stipend; and

WHEREAS, the two employees were receiving a \$500 monthly Commute Stipend for living within 7.5 miles of the District’s plant prior to the adoption of the successor MOU; and

WHEREAS, the two employees would have lost \$200 when the Commute Stipend in the successor MOU was replaced with the Emergency Response stipend unless action was taken by the District; and

WHEREAS, a Side Letter was drafted with the terms reviewed and approved as part of the TTA by OE3; and

WHEREAS, on August 19, 2021, the Board approved the MOU between the District and OE3 setting forth terms and conditions of employment for certain District employees; and

WHEREAS, both the MOU and Side Letter were executed together, by OE3 on August 25, 2021 and by the District on September 10, 2021; and

WHEREAS, the Board finds that granting the additional stipend to these two eligible employees is not a gift-of-public funds; and

WHEREAS, the Side Letter only applies to the two listed individuals and upon leaving employment of the District this stipend will not be in place for any subsequent employee fulfilling the duties of these positions.

NOW THEREFORE, the Board of Directors of the Las Gallinas Valley Sanitary District ratifies and adopts the attached Exhibit A, Side Letter Agreement between Las Gallinas Valley Sanitary District and Operating Engineers Local No. 3 for Stand-by Emergency Response Stipend for Two Eligible Employees, to be effective the same day that the Board approved the Memorandum of Understanding between the District and Operating Engineers Local No. 3, August 19, 2021.

BE IT FURTHER RESOLVED, that the Side Letter shall be added as Appendix E of the Memorandum of Understanding 2021-2023.

BE IT FURTHER RESOLVED, that the \$500 stipend will phase out as identified employees either move to a classification that is not eligible for the Emergency Response stipend or leave employment with the District.

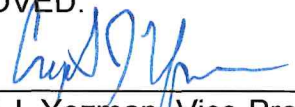
* * * * *

I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 17th day of November 2022, by the following vote of the members thereof:

AYES, and in favor thereof Members: *Clark, Ford, Murray and Yezman*
NOES, Members: *None*
ABSENT, Members: *Schriebsman*
ABSTAIN, Members: *None*



Teresa Lerch, Board Secretary

APPROVED:


Crystal J. Yezman, Vice-President



SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the Las Gallinas Valley Sanitary District (hereinafter referred to as the “District”) and the Operating Engineers Local No. 3 (hereinafter referred to as the “Union”).

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain District employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Side Letter

- A. For Purposes of the MOU, this Side Letter shall be added as Appendix E upon adoption of the Board of Directors. The existing 2021-2023 MOU will, in all other respects, remain in effect without change through the term specified therein.
- B. The Parties hereby agree as follows:

Effective on the first day of the first full month following Board adoption of the 2021-2023 MOU, in addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to call-outs, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees for purposes of this Side Letter agreement are:

- Chris Gill
- Stephen Inskeep

For as long as named employees are in an eligible classification, said employees shall receive a \$500 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

IV. General Provisions

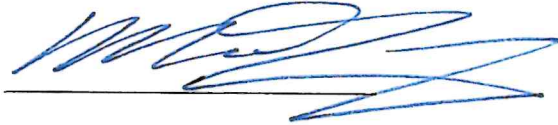
- A. This Side Letter will take effect immediately upon approval, ratification and adoption by the District Board of Directors.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on
this 10th day of SEPTEMBER, 2021.

For Las Gallinas Valley
Sanitary District



For Operating Engineers Local 3



Date:

9/10/2021

Date:

August 25, 2021