

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO. 8760**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE MARIN MUNICIPAL WATER DISTRICT  
ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT  
FOR UNREPRESENTED EMPLOYEES**

**WHEREAS**, on June 18, 2013, the Board of Directors of the Marin Municipal Water District (District) adopted Resolution No. 8214 and subsequent amendments thereto establishing salaries, benefits and other conditions of employment for employees who are employed by the District but who are not members of SEIU Local 1021; and

**WHEREAS**, the unrepresented employees consist of the following groups: Division Directors, Mid-Managers, and Confidential Employees (collectively referred to as “Unrepresented Employees”); and

**WHEREAS**, on August 15, 2023, the Board of Directors adopted Resolution No. 8756 approving a 5.4% cost of living increase for the Unrepresented Employees; and

**WHEREAS**, it is in the interest of the District and the Unrepresented Employees to further modify the terms and conditions of employment to reflect current market conditions and industry trends as well as to align certain benefits with those adopted in the most recent Memorandum of Understanding for union represented employees.

**NOW, THEREFORE, THE BOARD OF DIRECTORS DOES HEREBY RESOLVE, AS FOLLOWS:**

1. Division Managers include: Director of Engineering; Finance Director/Treasurer; Operations Director; and Director of Water Resources; and
2. Mid-Managers include the following classifications which are salaried positions and exempt from the overtime and hourly provisions of the Fair Labor Standards Act (FLSA): Assistant Superintendent of Operations, Assistant Superintendent Water Treatment, Communications & Public Affairs Manager, Customer Service Manager, Engineering Manager I/II, Engineering Support Services Manager, Finance Manager, Financial Management Analyst, Grant Program Coordinator, Human Resources Manager, Information Technology Manager, Natural Resources Program Manager, Principal Human Resources Analyst, Safety & Emergency Response Manager, Senior Human Resources Analyst, Staff Attorney I/II/III, Superintendent of Operations, Superintendent of System Maintenance & Support Services, Water Efficiency

Manager, Water Quality Laboratory Manager, Water Quality Manager, Watershed Protection Manager-Chief Ranger, Watershed Resources Manager; and

3. For the purposes of this resolution, Division Managers and Mid-Managers shall collectively be referred to as the “Unrepresented Classes”; and
4. Confidential Employees include: Administrative Assistant-Confidential, Administrative/Legal Support Specialist, Board Secretary, Business Systems Analyst Confidential I/II, Executive Assistant to the General Manager, Finance Analyst, Human Resources Analyst, Human Resources Technician, Payroll Technician; and

All terms and conditions of employment that are contained in the Memorandum of Understanding between SEIU Local 1021 and the District as approved by the Board of Directors on November 7, 2023 shall apply to Confidential Employees excepting the 5.4% salary increase for fiscal year 2024, which was approved with the adoption of Resolution No. 8756 and already implemented for all Unrepresented Employees; and

5. That sitting members of the Board of Directors are eligible to receive medical and dental benefits pursuant to this resolution; and
6. That the following provisions are applicable to the Unrepresented Classes.

## **6. Salaries**

### **6.1 Salaries**

#### **General Salary Increase**

1. Effective the first full pay period following July 1, 2024, the District shall provide all Unrepresented Classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%). The general wage increase on July 1, 2024, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

2. Effective the first full pay period following July 1, 2025, the District shall provide all Unrepresented Classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area, plus three-quarters of one percent (0.75%). The general wage increase on July 1, 2025, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).
3. Effective the first full pay period following July 1, 2026, the District shall provide all Unrepresented Classes an increase equivalent to the change in the Consumer Price Index U (CPI-U) as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December) for each calendar year preceding the adjustment, for the San Francisco-Oakland-Hayward metropolitan area. The general wage increase on July 1, 2026, shall not be less than two percent (2.0%) nor greater than five percent (5.0%).

### **6.2 One-Time Appreciation Payment**

Eligible employees who were required to work in-person without any option to telework during the COVID-19 public health emergency (March 2020 through March 2022) shall receive a one-time payment of three thousand dollars (\$3,000). Eligible employees are those employees who were actively employed and in paid status by the District from March 1, 2020, through March 31, 2022, and are actively employed at time of payment. This provision shall not apply to newly hired employees who did not work for the District for the entire aforementioned period or former employees who retired or separated from District employment prior to the effective date of this resolution. Payment is subject to all applicable withholdings and is non-pensionable.

### **6.3 Acting Assignment Pay**

Acting assignment work authorized in advance by the Division Director or the General Manager in a higher classification shall be paid at a rate 8% above the employee's regular pay. Such pay shall occur after one hundred sixty (160) consecutive hours of acting assignment work and shall continue until the employee is relieved of the acting assignment. Vacation or sick leave taken during the appointment will be paid at the employee's regular pay.

#### **6.4 Incentive Pay for Higher Level Certifications**

The District will provide incentive pay for employees who are required to hold a Distribution System Operator or Water Treatment Operator certification, in their classification, when the employee obtains a valid Distribution Systems Operator's or Water Treatment Plant Operator's certificate that is:

- One level above their job classification minimum qualification a \$25 per month stipend; or
- Two or more levels above their job classification minimum qualification a \$40 per month stipend.

For the following cross-classification certifications, the District will provide incentive pay as follows:

- Treatment Plant Operator Managers holding a: D3 certification are eligible for a \$10 per month stipend; or a D4 certification are eligible for a \$20 per month stipend; or a D5 certification are eligible for a \$30 per month stipend.
- Distribution System Operator Managers holding a: T3 certification are eligible for a \$10 per month stipend; or a T4 certification are eligible for a \$20 per month stipend; or a T5 certification are eligible for a \$30 per month stipend.
- For example, a Treatment Plant Operator Manager holding a D5 certification will receive \$10 monthly for the D3, \$10 monthly for the D4 and \$10 monthly for the D5 certifications, totaling \$30.

Employees on unpaid status for two consecutive pay periods due to illness or injury will have their license/certificate premium payments discontinued until they return to work. Employees who request leave without pay for reasons other than illness or injury will have their license/certificate premium payments discontinued effective the first full pay period after their leave begins, and the payments will be resumed once they return to work.

#### **7. Step Increases**

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

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

Employees promoted into a classification at Step One (1) will be eligible for increase to Step Two (2) after successful completion of their three (3) month probationary period and such employees will be eligible to receive additional step increases annually thereafter, up to and including Step Five (5). Employees who enter a classification at Step Two (2) or higher will be eligible for increase to the next higher step after completion of one (1) year in the classification, and such employees will be eligible to receive additional step increases annually thereafter, up to Step Five (5).

## **8. Health and Welfare**

### **8.1 Medical Insurance**

#### **Active Employees**

An employee becomes eligible to participate in the District's health plan on the first day of the month following the receipt of the employee's application for coverage by Human Resources. Employees may elect coverage with any of the health insurance plans authorized under the PERS medical insurance coverage program. For active employees, the District pays up to the premium amount based upon the CalPERS middle priced plan as described below for the employee and one (1) eligible dependent, with any additional premium amounts to be paid by the employee.

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

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

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

**Retirees**

The District will contribute toward covered retired employees’ medical insurance premiums, as defined by CalPERS regulations for the CalPERS covered retiree. The District’s contribution amount shall be based on the following formulas. Any additional costs for the CalPERS medical insurance coverage chosen by the retired employees shall be their responsibility.

**Retiree Healthcare- Employees hired before January 1, 2024**

Employees hired prior to January 1, 2024, shall be eligible for retiree health insurance after they have completed five (5) years of continuous full time District service. The District’s contribution for the retiree and (1) one eligible dependent will be the same as that for active employees as set forth above in this section.

**Retiree Healthcare- Employees hired on or after January 1, 2024**

Employees hired on or after January 1, 2024, who retire from the District and enroll in the District’s retiree healthcare plan (CalPERS Health Benefit Program- Public Employees’ Medical and Hospital Care Act (PEMHCA)) shall receive a District paid contribution towards their retiree healthcare and their spouse’s healthcare based on the employee’s completed years of credited service with the District subject to the criteria set forth in this section.

For purposes of determining the District’s contribution toward the retiree’s and the retiree’s spouse’s healthcare cost, years of credited service shall mean the employee’s continuous full-time years of service with the District as follows:

<b>Years of Credited Service with the District</b>	<b>District’s Payment Percentage of Premium Cost for Retired Employee</b>	<b>District’s Payment Percentage of Premium Cost for Retired Employee’s Spouse</b>
<b>0-9 years of District service</b>	Minimum Employer Contribution Amount set forth in Government Code Section 22892	0%
<b>10-14 years of District service</b>	50%	0%

<b>15-19 years of District service</b>	75%	50%
<b>20+ years of District service</b>	100%	75%

Notwithstanding the provision above, for employees hired on or after January 1, 2024, the maximum amount of the District's contribution toward the retiree's and the retiree's spouse's healthcare costs shall not exceed the District's contribution for active employees' healthcare at the time of the employee's retirement from the District. For example, if the District contributes \$1,035 monthly for an active employees' healthcare at the time of the employee's retirement, both the retiree and the retiree's spouse, if applicable, would receive a contribution towards their healthcare based upon a percentage, as set forth in the table above, of the \$1,035 monthly maximum paid for active employees. Continuing the example, a retiree with 15 years of District service would receive 75% of the \$1,035 monthly maximum (\$776.25), and their spouse, if applicable, would receive 50% of the \$1,035 monthly maximum (\$517.50) until age 65.

For those retirees, hired on or after January 1, 2024, with less than 20 years of District service, the District's contribution toward the retiree's and spouse's healthcare premium shall terminate at age 65. For those retirees, hired on or after January 1, 2024, with 20 years of District service or more, the District's contribution toward the retiree's and spouse's healthcare premium shall be capped at the age of 65, at \$300 per month for the retiree and the retiree's spouse's coverage, if applicable, shall be capped at \$150 per month.

All medical insurance provided in this section is governed by PEMHCA. Any benefit amounts set forth in this section shall be based on either the amount herein or the PEMHCA minimum employer contribution (Government Code section 22892), as may be amended from time to time, whichever is greater. Retirement health benefits are also based on the CalPERS vesting requirement of five years and applicable retirement ages. California Public Employees' Retirement Law governs vesting requirements for public agencies and is subject to change at the State level.

**8.2 Medical Plan Exemption**

An employee who is eligible for coverage under the District's medical plan specified in Section 8.1, but who is covered by another qualifying medical plan, may elect not to be covered by the District's medical plan by furnishing the District with proof of such qualifying medical coverage and by signing a waiver of benefits. In return for not contributing on said employee's behalf for qualifying medical coverage, the District shall

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

### **8.3 Section 125 of the IRS Code**

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

### **8.4 Dental Insurance**

After three (3) months of employment, eligible employees may participate in the District's dental insurance program through the Delta Dental Plan. The District pays the full premium for employees and their eligible dependents, including domestic partners as eligible dependents. The maximum calendar year benefits shall be two thousand dollars (\$2,000).

Beginning January 1, 2024, Orthodontia coverage for dependent children of employees will be covered up to a lifetime maximum of \$3,000 per child.

### **8.5 Retirees**

For those employees hired prior to January 1, 2024, the District shall pay for dental coverage, in accordance with Section 8.4, for a retiree plus one dependent for those retirees with ten (10) or more full years of continuous service with the District, until the retiree attains age 65.

For those employees hired on or after January 1, 2024, the District shall not pay any portion of the retiree's dental coverage.



### **8.6 Eligibility**

In order to be eligible for Medical, Dental, Life, and Long Term Disability Insurance an employee must have eighty (80) hours of pay credit during the two previous pay periods.

It is the employee's or retiree's sole responsibility to notify Human Resources of any change in status (e.g., marital or dependent change) which may affect the employee's benefit coverage or that of the employee's family within thirty (30) calendar days of the qualifying event. For the dental benefit described in Section 8.4, changes in status will be allowed to begin at the next open enrollment period when reported timely and in accordance with District procedures.

### **8.7 Life Insurance**

#### **Division Directors:**

After one (1) month of employment, the District will provide each Division Director with a life insurance policy equal to one and one half the employee's annual salary (rounded to the nearest thousand) but no greater than one hundred and fifty thousand dollars (\$150,000). Eligible employees may elect additional life insurance coverage of an amount equal to the employee's annual salary (rounded to the nearest thousand) with the premium to be paid by the employee on a voluntary basis by payroll deduction. The District shall also provide for the Division Director's Accidental Death and Dismemberment Insurance (AD&D) in the amount of one hundred and twenty thousand dollars (\$120,000).

#### **Mid-Managers:**

After one (1) month of employment, the District will provide each eligible employee with a life insurance policy equal to the employee's annual salary (rounded to the nearest thousand) but no greater than one hundred thousand dollars (\$100,000). Eligible employees may elect additional life insurance coverage of an amount equal to the employee's annual salary (rounded to the nearest thousand) with the premium to be paid by the employee on a voluntary basis by payroll deduction. This additional life insurance coverage purchase may be made in whole or part at minimum increments of \$10,000, subject to agreement of the insurance provider.

### **8.8 Long Term Disability**

The District will provide each eligible employee with long term disability insurance.

### **8.9 Vision Care**

The District will reimburse employees for vision care expenses of the employee not covered by existing District health plans or any other insurance plan. The amount of said reimbursement shall not exceed three hundred and fifty dollars (\$350.00) in a fiscal year. An employee may carry over any remaining monies for an accumulated total of seven hundred dollars (\$700).

### **8.10 Retirement Plan**

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

The present Retirement Plan contract between the District and the Public Employees Retirement System (PERS) shall continue at the current benefit level.

#### **Reduction of Employer Paid Member Contribution for Division Directors**

The District currently pays 5.0% of the Division Directors' share of the retirement cost. Effective November 20, 2023, the District shall pay 3.75% of the Division Directors' share of the retirement cost. Effective July 1, 2024, the District shall pay 2.5% of the Division Directors' share of the retirement cost. Effective July 1, 2025, the District shall pay 1.25% of the Division Directors' share of the retirement cost. Effective July 1, 2026, the District shall no longer pay any portion of the Division Directors' share of the retirement cost.

The employer paid employee's share shall be used in the calculation of the retirement annuity per Government Code Sections 20691 (which allows the District pay a portion of the member contribution) and 20636(c)(4) (which allows the District to pay and report the value of the employer paid member contribution).

There will be no employer payment of any part of the mandatory employee contribution for any other Unrepresented Employees.

Division Directors shall receive a 1.25% salary increase to offset the reductions to the Employer Paid Member Contributions set forth herein. Such salary adjustments shall occur on each of the following dates: (1) November 20, 2023 (2) July 1, 2024, (3) July 1, 2025, and (4) July 1, 2026. These adjustments shall be additive to any salary increases provided pursuant to Section 6.1. For example, if the salary increase provided pursuant

to Section 6.1 is 2% during this time period, the Division Director would receive a 3.25% increase.

Participation in the PERS plan and Social Security is mandatory.

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

There will be no employer payment of any part of the mandatory employee contribution. All other provisions shall be as required by the Public Employees' Pension Reform Act (PEPRA). Participation in the PERS plan and Social Security is mandatory.

**8.11 Amendment to Medical Coverage**

In the event any Federal or State legislation which provides health care coverage for employees covered by this resolution is enacted into law during the term of this resolution and such legislation has an adverse impact on either party, the parties will meet to discuss the impact of such legislation.

In the event that the level of financial contribution by the District, on the effective date of such legislation is greater than required to satisfy the terms of the medical insurance contribution rate as set by this resolution, the District agrees to make the amount in excess of what is required available for the benefit of employees covered by this resolution.

**8.12 Deferred Compensation**

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

**9. Non Discrimination**

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

Complaints under this section shall be filed and processed in accordance with the

District's Anti-Harassment and Discrimination Policy. If the District policy does not resolve the issue, the complaint may proceed in accordance with applicable law.

## **10. Holidays**

### **Recognized Holidays**

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

- |                                   |                               |
|-----------------------------------|-------------------------------|
| (1) New Year's Day                | (7) Labor Day                 |
| (2) M. Luther King Jr.'s Birthday | (8) Veteran's Day             |
| (3) President's Day               | (9) Thanksgiving Day          |
| (4) Memorial Day                  | (10) Day after Thanksgiving   |
| (5) Juneteenth                    | (11) Day before Christmas Day |
| (6) Independence Day              | (12) Christmas Day            |

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

### **10.1 Floating Holidays**

Effective January 1, 2024, employees shall receive one (1) floating holiday. Effective July 1, 2024, and each July 1st thereafter, employees shall accrue two (2) floating holidays per fiscal year.

New employees hired during the period of July 1<sup>st</sup> to December 31<sup>st</sup> in the calendar year will be credited with two (2) floating holidays for that fiscal year. New employees hired during the period of January 1<sup>st</sup> to June 30<sup>th</sup> in the calendar year will be credited with one (1) floating holiday in the first full pay period following active employment.

Employees who receive floating holidays may use one of their accrued floating holidays on Cesar Chavez Holiday (March 31) as long as minimum staffing levels as determined by the employee's Division Director or General Manager are maintained.

An employee's accrued floating holiday(s) received pursuant to this section shall be exchanged for the first day(s) of vacation taken by the employee, but shall not be counted against the employee's total accrual of vacation days for the fiscal year.

Floating holidays not used by the employee prior to the end of the fiscal year will be forfeited without pay.

**10.2 Holidays Falling on Saturday or Sunday**

If and whenever any holiday provided for in Section 10 above, other than Christmas, falls on a Saturday, it shall be observed on the preceding Friday. If and whenever a holiday provided for in Section 10 above falls on a Sunday, it shall be observed on the following Monday.

**11. Vacation**

**11.1 Vacation With Pay**

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

**Division Directors**

For the first fifteen (15) years of service	6.16 hours/pay period
Sixteen (16) years of service	6.47 hours/pay period
Seventeen (17) years of service	6.77 hours/pay period
Eighteen (18) years of service	7.08 hours/pay period
Nineteen (19) years of service	7.39 hours/pay period
For Twenty (20) or more years of service	7.70 hours/pay period

**Mid-Managers**

For the first nine (9) years of service	4.62 hours/pay period
For the next six (6) years of service	6.16 hours/pay period
Sixteen (16) years of service	6.47 hours/pay period
Seventeen (17) years of service	6.77 hours/pay period
Eighteen (18) years of service	7.08 hours/pay period
Nineteen (19) years of service	7.39 hours/pay period
For twenty (20) or more years of service	7.70 hours/pay period

**11.2 Vacation Scheduling**

Vacations will be scheduled by the Division Director or General Manager in accordance with work load and District seniority. Seniority is defined as the total continuous time of service with the District, as defined in the paragraph entitled "Seniority Defined." The most senior person in each work unit, based on overall District seniority, will have first choice in selecting a single block of vacation, with the scheduling then proceeding to the next senior person until all vacation has been scheduled. If at all

possible, the selected time will be assigned. If there is a conflict, employees may be asked to select another time. Once vacation time is assigned, it will not be changed except with advance approval of the Division Director or General Manager. If scheduled vacation time is not taken, the employee may not invoke seniority when rescheduling vacation.

**11.3 Lump Sum Vacation Pay**

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

**11.4 Vacation Carry Over**

Unrepresented Classes may carry over accrued, unused vacation from calendar year to year, to a maximum of five hundred (500) hours. When an employee's vacation balance reaches five hundred (500) hours, the employee shall no longer accrue vacation hours. Vacation hours shall again begin to accrue when the employee's accrued hours drop below the five hundred (500) maximum.

**11.5 Vacation Cash-In**

Annually, in November, Unrepresented Classes may irrevocably elect to cash-in up to eighty (80) hours of accrued vacation during the following calendar year, as long as they maintain a minimum accrued vacation balance of at least eighty (80) hours after the cash-in. No CalPERS service credit shall accrue from a vacation cash-in.

**12. Administrative Leave**

In recognition of the extended hours worked by Unrepresented Classes and since they are exempt from overtime under the FLSA, effective January 1, 2024, Unrepresented Classes employees managing twenty- four (24) hour operations (Director of Operations and Superintendents) will be entitled to 100 hours of administrative leave per calendar year; all other employees will be entitled to 80 hours of administrative leave per calendar year.

Within six (6) months of the approval of this resolution, the District and Unrepresented Classes will meet to discuss the development of objective, merit based criteria that may be used to allocate administrative leave to the Unrepresented Classes in the future.

### **13. Sick Leave**

#### **Sick Leave Accumulation**

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

#### **13.1 Sick Leave Use**

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

- 1) The employee is incapable of performing the job duties due to illness or injury;
- 2) To attend a medical examination or treatment in a doctor's office, dentist's office, hospital or other medical facility for the employee's own health condition; provided that the amount of sick leave used for such visits is the amount of time reasonably necessary to travel to and from and attend the medical appointment;
- 3) To attend to an illness of the employee's "immediate family" member or "designated person" as defined in Section 13.2 below. An employee may use up to one-half of the District's annual sick leave accrual (60 hours /calendar year) for this purpose. Employees may use sick leave under this provision to attend routine medical and dental appointments that the family member or designated person could not keep on their own. Employees may use a day of sick leave under this provision to be with their spouse or registered domestic partner at the time of birth of a child;

In the case of a serious health condition, after use of sixty (60) hours for "immediate family" members or "designated person" (as defined in Section 13.2 below) leave in any calendar year, employees may use other forms of paid time off, including but not limited to vacation and compensatory time off. Once all other forms of paid leave have been exhausted employees may use any remaining sick leave, the total amount of paid time used may not exceed the total of time allowed under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA); or

- 4) The employee is pregnant and may take up to six (6) months of leave per pregnancy based on certified medical needs and subject to related Federal and State provisions.

### **13.2 Immediate Family/Designated Person Defined**

An employee's immediate family, as it applies for sick leave and Funeral/Bereavement Leave is defined as the employee's spouse, registered domestic partner, children, foster children, parents, foster parents, grandparents, brothers, sisters, and the parents, foster parents or children, or grandparents of the employee's spouse or registered domestic partner or for a family member for whom the employee is standing in loco parentis.

“Designated person” is defined by CFRA. Pursuant to CFRA, an employee may elect a “designated person” at the time the employee requests leave pursuant to Section 13.1. The employee’s election of a “designated person” shall be limited to one person per twelve (12) month period.

### **13.3 Sick Leave Approval**

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

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

### **13.4 Sick Leave Incentive Program**

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



- (1) Accumulation option: continue to accumulate sick leave hours in accordance with this resolution;
- (2) Compensation option: In November of each year, employees may irrevocably elect to be compensated in the following calendar year for all accumulated hours in excess of eight hundred (800) hours at fifty percent (50%) of their regular salary rate; or
- (3) Combination option: combine the accumulation option and compensation option with fifty percent (50%) allotted to each.

No CalPERS service credit shall accrue from the sick leave compensation provided under this Section.

### **13.5 Sick Leave Payout**

- (1) Every employee upon retirement shall be paid a lump sum equal to seventy five percent (75%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of retirement. The maximum payout shall not exceed 750 hours.
- (2) Every employee having five (5) or more years of continuous service with the District upon discharge or lack of work or lack of funds within the employee's classification shall be paid a lump sum equal to fifty percent (50%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of their discharge.
- (3) The estate of every employee upon death of the employee shall be paid a lump sum equal to fifty percent (50%) of the number of hours of the employee's accumulated sick leave, based upon the employee's salary at the time of death.

No CalPERS service credit shall accrue from the sick leave compensation provided under this Section.

### **13.6 Special Sick Leave**

Employees disabled from their regular work by injury received in the course of employment shall be granted special sick leave, not exceeding sixty (60) working days except with special approval of the District Board of Directors. Such special sick leave shall not be charged against an employee's earned sick leave. An employee may be

requested to perform temporary limited duties during such period of disability if the attending physician finds the employee able to perform such duties.

Every employee entitled to special sick leave shall, for each day of such special sick leave taken, be paid the differential between the employee's regular salary or wage and the amount of workers' Compensation disability payments to which such employee is entitled for such day; provided, that such differential shall not be paid for any day on which the employee declines to perform temporary limited duties requested of them.

**14. Attendance Policy**

Regular attendance by every employee is important and necessary to the successful operation of the District.

**15. Funeral/Bereavement Leave**

An employee may use up to forty (40) hours, with twenty-four (24) hours paid by the District, of Funeral /Bereavement leave in the case of a death in an employee's "immediate family" or the death of the individual who is currently predesignated as the employee's "designated person".

**16. Leaves of Absence**

**16.1 Leave Without Pay**

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

In instances where an employee has exhausted all paid leave accruals and there is a bona-fide reason for an absence, requests for two weeks (80 hours) or less of leave without pay may be authorized by the Division Manager or their designee.

**16.2 Family and Medical Leave Act**

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

**16.3 Jury Duty and Work Related Subpoenaed Court Appearance**

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

**16.4 Military Leave**

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

**16.5 Disability Absence**

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

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

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

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

**16.6 Pregnancy Leave**

A pregnant employee may take a pregnancy leave of up to six (6) consecutive months, with approval by their Division Director. The employee may use their paid leave time, in the form of accrued sick time, as per section 13.1 (4), and/or any accrued vacation and compensatory time during the period of the pregnancy leave.

### **16.7 Parental or Adoptive Leave**

A prospective parent or adoptive parent may take a parental leave of up to six (6) consecutive months, with approval by their Division Director. The employee may use their paid leave time, in the form of accrued sick time, as per section 13.1 (3), and/or any accrued vacation and compensatory time during the period of the parental leave.

## **17. Layoff**

### **Need For Layoff**

In determining the necessity for a layoff, the factors to be included will include, but may not be limited to, the following:

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

### **17.1 Seniority Defined**

Seniority is defined as the total continuous time of service with the District, excluding any service time during which the employee was classified as part-time. Seniority will accrue for each two preceding consecutive 80 hours of pay credit.

### **17.2 Notice of Layoff**

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

## **18. Automobile Use**

### **18.1 Employee Vehicle**

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

### **18.2 District Vehicles**

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

## **19. Management Professional Allowance**

### **19.1 Education and Training**

The District will reimburse tuition, books, laboratory fees and examination fees in the amount of up to \$3,500 per employee per fiscal year in connection with educational courses taken by regular full-time or regular part-time non-probationary employees. The educational course must be related to the employee's current position or to a position within the District to which the employee may aspire. The written request for cost reimbursement must be completed by the employee and approved by the Division Director and District General Manager before the course begins. In order to be reimbursed for educational costs, the employee must attain a grade of at least "C" or its equivalent, and class and study time must be outside the employee's normal work hours. To qualify, courses must be given by an accredited school or college, or a recognized professional or training organization acceptable to the District. Transportation or other costs are not reimbursable.

Unrepresented Classes may also use the \$3,500 annual educational and training allotment for other professional development such as the purchase of books, computers and attendance at professional conferences not covered by the District. Unrepresented Classes may also choose to use this allowance to offset the cost of their medical coverage, to offset the costs not covered by their insurance for medical, dental or vision procedures for the employee or eligible family members, or to place part or all of these funds into a deferred compensation plan.

### **19.2 Training and Conference Expenditures**

All requests for attendance at training courses, seminars and conferences shall be approved in advance by the employee's Division Director or General Manager.

### **20. Flexible Work Hours**

An individual employee's request for an alternate work schedule (9/80 or 4/10) shall be considered on an individual or departmental basis and may be approved on an individual or departmental basis provided there is no adverse effect on District operations, and shall be at District's sole discretion. It is understood that such alternate work schedule may not be permanent. Alternate work schedules may be revoked upon ten (10) working days' notice to the employee or group of employees affected by the revocation. The District will endeavor to respond to the request within ten (10) business days.

### **21. Probationary Period**

#### **21.1 New Hire Probationary Period and Promotions**

The probationary period for newly hired employees covered by this resolution shall be one (1) year of paid service. Newly hired employees who are reclassified or promoted during their initial probationary period will be required to complete an additional year of probation in their new classification.

At the discretion of the District General Manager, the probationary period for a newly hired employee may be extended for up to six (6) months, if circumstances warrant, by giving notice to the employee fifteen (15) working days before the scheduled completion date of the normal probationary period. During the probationary period or any extension thereof, an employee may be dismissed or disciplinary action taken against the employee and the employee shall not have the right to a hearing with respect thereto.

#### **21.2 Promotion of Current Employees**

The probationary period for newly promoted employees, excluding newly hired employees covered by Section 21.1, shall be three (3) months of paid service in the new classification. During this period of time the employee may return or be returned to his/her original position without the right to appeal.

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

time the employee may be returned to his/her original position without the right to appeal.

### **21.3 Employment Status**

Upon completion of the probationary periods in Section 21.1 and 21.2, an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause.

### **22. Discipline and Discharge**

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

#### **22.1 Preliminary Notice**

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

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

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

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

## **22.2 Disciplinary Action and Appeal**

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

Thereafter, the employee shall notify the District within ten (10) working days that the matter is appealed.

## **23. Dispute Resolution**

### **23.1 Definitions**

- (1) A dispute which involves the interpretation or application of any provision of this Resolution.
- (2) A day shall mean any that the District Office is open for business, excluding Saturdays, Sundays and the holidays recognized by the District.
- (3) A dispute may be filed by an individual employee or a group of employees on matters involving the District and the employee/group relationship.
- (4) Time limits begin with the day following the event causing the dispute or the day following receipt of a decision.

### **23.2 Procedure**

#### **Step 1.**

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

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

#### **Step 2.**

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

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



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

**Step 3.**

If the employee is not satisfied with the resolution at Step 2, the employee shall within five (5) working days appeal the matter to the District General Manager.

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

**Step 4.**

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

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

**23.3 Arbitration**

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

The burden of proof shall be upon the employee in dispute matters and upon the District in disciplinary matters.

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

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

#### **23.4 General Provisions**

- (1) Unrepresented Classifications who participate in the Dispute Resolution process by filing a complaint or acting as a witness on the behalf of either party shall be free from discrimination by the District.
- (2) An employee has the right to be represented at each stage of the procedure, to cross examine witnesses, and have access to all information regarding the basis of the dispute upon which the District relies in making its determinations. The right to cross examine witnesses applies only at hearings held under this section and not to the Skelly (pre-discipline) process.
- (3) If the District management fails to respond within the specified time limits, the dispute shall, at the request of the employee, automatically be moved to the next step of the procedure. If the employee fails to process or appeal a dispute within the specified time limits, the matter shall be deemed settled. The parties may by mutual agreement waive the steps in the procedure.
- (4) If a hearing is held during the work hours of employee witnesses, such employees shall be released from duties without loss of pay or benefits to appear at the hearing. Witnesses requested by the parties shall be compelled to attend said hearings.
- (5) The Human Resources Department shall act as the central repository for all dispute documentation.
- (6) Time limits contained herein may be extended by mutual agreement of the parties. Absence for bona fide reasons by an employee, any management official involved in responding to the complaint shall automatically extend the time limits by the same number of days of absence.

#### **24. Uniforms**

Uniforms are furnished to employees to provide a means of identification for District employees contacting the public and to present the best image possible of the

District. Where applicable, the District will reimburse employees for the purchase of uniforms. The District shall designate those classifications for which uniforms and/or boots shall be required. Employees furnished uniforms are expected to keep themselves neat and clean and the uniform in good repair.

## **25. Board of Directors**

### **25.1 Medical Insurance**

A member of the Board of Directors is eligible to participate in the District's health plan. A Director becomes eligible to participate in the District's health plan on the first day of the month following the receipt of the Director's application for coverage by the Human Resources Department. An eligible Director may elect coverage with any of the health plans authorized under the PERS Medical Insurance Coverage Program. The District's contribution towards a Director's healthcare cost shall be the same as that for active District employees as set forth in Section 8.1.

### **25.2 Dental Insurance**

After three (3) months in office, a Director may participate in the District's dental insurance program through the Delta Dental Plan. The District pays the full premium for Directors and their eligible dependents. The maximum yearly benefits shall be two thousand dollars (\$2,000).

Orthodontia coverage for dependent children of the Directors will be covered up to a lifetime maximum of \$3,000 per child.

**PASSED AND ADOPTED** this day 7th of November, 2023, by the following vote of the Board of Directors.

**AYES:** Directors Ranjiv Khush, Larry Russell, Matt Samson, Jed Smith, and Monty Schmitt

**NOES:** None

**ABSENT:** None

  
**Monty Schmitt**  
President, Board of Directors

**ATTEST:**



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**Terrie Gillen**  
**Board Secretary**