

Resolution 8398 amends this resolution to extend the term from July 1, 2016 to June 30, 2018  
Resolution 8477 amends this resolution to extend the term from July 1, 2018 to June 30, 2021

## **RESOLUTION NO. 8214**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 8068 REGARDING UNREPRESENTED EMPLOYEES**

**WHEREAS**, on June 18, 2013 the Board of Directors of the Marin Municipal Water District adopted Resolution No. 8214 thereby amending Resolution No. 8068 which established salaries, benefits and other conditions of employment for Unrepresented Employees; and

**WHEREAS**, Resolution No. 8068 recognized the following groups of Unrepresented Employees: Division Managers, Mid-Managers, and Confidential Employees; and

**WHEREAS**, the Board has agreed to a three year resolution covering unrepresented employees which calls for salary and benefit changes; and

**WHEREAS**, it is in the interest of both the District and the Unrepresented Employees to modify the language contained in Resolution No. 8068 to reflect changes to the salary and the terms and conditions of employment, and

**WHEREAS**, changes in salaries, benefits and other terms and conditions of employment are recommended; and

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

1. Division Managers include: District General Counsel; Environmental and Engineering Services Division Manager; Finance and Administrative Services Division Manager; Facilities and Watershed Division Manager; and Human Resources Division Manager;
2. Mid-Managers include the following classifications which are salaried positions and exempt from the overtime and hourly provisions of this resolution under the Fair Labor Standards Act: Assistant Environmental and Engineering Services Division Manager, Assistant Facilities and Watershed Division Manager, Assistant Finance Manager, Assistant Superintendent of Operations, Assistant Superintendent of Water Treatment, Customer Service Manager, Engineering Support Services Manager, Environmental Services Coordinator, Fisheries Program Manager, Grant Program Coordinator, Information Technology Manager, Principal Engineer – Design and Construction, Principal Engineer – Operations & Planning, Principal Engineer – Water Quality, Public

Information Officer, Resource Specialist, Safety and Risk Manager, Senior Engineer I, Senior Engineer II, Senior Human Resources Analyst, Systems Maintenance Superintendent, Superintendent of Operations, Superintendent of Water Treatment, Support Services Superintendent, Water Conservation Manager, Water Quality Laboratory Manager, Watershed Protection Manager, Watershed Resources Manager,

3. Confidential Employees include: Administrative Secretary to the General Manager, Administrative Assistant-Confidential, Human Resources Analyst, Human Resources Technician, Financial Specialist-Confidential, Administrative/Legal Support Specialist, Payroll Technician;

All terms and conditions of employment that are contained in the Collective Bargaining Agreement, SEIU Local 1021 as approved by the Board of Directors on June 18, 2013 shall apply to Confidential Employees unless otherwise noted.

4. That sitting members of the Board of Directors are eligible to receive medical and dental benefits pursuant to this resolution.
5. That the following provisions are deemed applicable to the Unrepresented Employee groups as noted in this resolution:

## **6. Salaries**

### **6.1 Salaries**

#### **General Salary Increase**

The District shall first, on July 1, 2013 increase the base salary for each benchmark class and the related classes to the average of the 2013 salary survey, adjusted for wage only increases in survey agencies through April 1, 2013.

Then, effective July 1, 2013, the District shall provide all classes a 2.6 % increase in base salary.

The unit will receive wage increases, effective July 1, 2014 and July 1, 2015, as follows:

An increase for all employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the

adjustment, for the San Francisco-San Jose- Oakland metropolitan area.

1. The COLA wage increase on July 1, 2014 shall not be less than 2.0% nor greater than 3.0%.

2. The COLA wage increase on July 1, 2015 shall not be less than 2.0% nor greater than 3.0%.

#### **6.2 Acting Assignment Pay**

Acting assignment work authorized in advance by the Division Manager 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 160 consecutive hours of acting assignment work and shall continue until the employee is relieved of the acting assignment.

#### **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 Head 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 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 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**

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. The District pays the premium for the employee and one (1) eligible

dependent, and the employee pays the premium for eligible dependents in excess of one (1).

Any premiums paid by the employee eligible for Section 125 will be deducted from the employees 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.

The District will contribute toward covered retired employees, as defined by PERS regulations for the PERS covered retiree or the retiree and one dependent if enrolled. Any additional costs for retired employees for the PERS medical insurance coverage chosen by the retired employees shall be their responsibility.

Beginning January 1, 2000, the medical 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, if fourteen (14) plans were offered the rate would be set at the plan seventh from the bottom. Any additional costs to active and retired employees for the PERS medical insurance coverage chosen by the active or retired employees shall be their responsibility.

The District will contribute toward covered retired employees, as defined by PERS regulations for the PERS covered retiree or the retiree and one dependent if enrolled. Any additional costs for retired employees for the PERS medical insurance coverage chosen by the retired employees shall be their responsibility.

The medical 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 then sixth from the bottom, if fourteen (14) plans were offered the rate would be set at the plan seventh from the bottom. Any additional costs to active and retire employees for the PERS medical insurance coverage chosen by the active or retired employees shall be their responsibility. Retirement health benefits are based on the CalPERS vesting requirement of five years. California Public

Employees' Retirement Law governs vesting requirements for public agencies and is subject to change at the State level.

### **8.2 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.

### **8.3 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). Orthodontia coverage for dependent children of employees will be covered up to a lifetime maximum of \$2,500 per child.

### **8.4 Retirees**

The District shall pay for dental coverage 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.

### **8.5 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 sole responsibility to notify Human Resources of any change in status (e.g., marital or dependent change) which may affect his/her benefit coverage or that of the employee's family within thirty (30) calendar days of the qualifying event. For the dental benefit described in Sec 7.3, changes in status will be allowed to begin at the next open enrollment period when reported timely and in accordance with District procedures.

### **8.6 Life Insurance**

Division Managers:

After one (1) month of employment, the District will provide each Division Manager with a life insurance policy equal to one and one half the employee's annual salary 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 Managers Accidental

Death and Dismemberment Insurance (AD&D) in the amount of one hundred and twenty thousand dollars (\$120,000).

**Mid-Management Employees:**

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.

**8.7 Long Term Disability**

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

**8.8 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 Two Hundred and fifty Dollars (\$250.00) in a calendar year. An employee may carry over any remaining monies for an accumulated total of six hundred dollars (\$600).

**8.9 Retirement Plan**

**8.9.1** 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.

Division Managers – Starting on July 4, 2014, the District shall pay 5.5% of the employee's share of the retirement cost. Starting on July 1, 2015, the District shall pay 5.0% of the employee's share of the retirement cost.

Mid-Management Employees – Starting on July 4, 2014, the District shall pay .5% of the employee's share of the retirement cost. Starting on July 1, 2015, the District will no longer pay part of the employee portion. The employer paid employee's share shall be used in the calculation of the retirement annuity as per Government Code Sections 20691 (which allows the District pay a portion of the

member contribution) and 206369(c) (which allows the District to pay and report the value of the employer paid member contribution).

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

The retirement plan available to new CalPERS members employed by the District shall be 2.0% at 62. There will be no employer payment of any part of the mandatory employee contribution. All other provisions shall be as required by PEPR.

#### **8.10 Amendment to Medical Coverage**

In the event any Federal or State legislation which provides health care coverage for employees covered by the 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 Employer agrees to make the amount in excess of what is required available for the benefit of employees covered by this Agreement.

#### **8.11 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 non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by District policy, State or Federal law.

Complaints under this Section should be processed shall be processed in accordance with the District's Anti Harassment and Discrimination Policy.

### **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) Veteran's Day             |
| (2) M. Luther King Jr.'s Birthday | (8) Thanksgiving Day          |
| (3) President's Day               | (9) Day after Thanksgiving    |
| (4) Memorial Day                  | (10) Day before Christmas Day |
| (5) Independence Day              | (11) Christmas Day            |
| (6) Labor 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**

Floating holidays shall accrue as of January 1<sup>st</sup> of each calendar year, commencing January 1, 1996. An employee's two floating holidays shall be exchanged for the first two days of vacation taken by the employee in a calendar year, but shall not be counted against the employee's total accrual of vacation days for the year.

New employees hired during the period of January 1<sup>st</sup> to June 30th in the calendar year will be credited with two (2) floating holidays for that 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 one (1) floating holiday for that year.

Effective March 31, 2003, employees who receive floating holidays may use one of their existing floating holidays on Cesar Chavez Holiday (March 31) as long as minimum staffing levels as determined by the employee's supervisor are maintained.

#### **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 Managers**

For the first fifteen (15) years of service	6.16 hours/pay period;
For the next four (4) years of service, vacation shall be earned as follows:	
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;
For the next four years of service, vacation shall be earned as follows:	
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 Manager or designee 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 Manager. If scheduled vacation time is not taken, the employee may not invoke seniority when rescheduling vacation. Vacation time may be taken only upon advance request and with approval by the Division Manager at least five (5) working days prior to the starting date. Vacation may be granted with less than five (5) working days notice by mutual agreement.

No vacation may be taken by an employee during the first six months of employment. However, vacation time will automatically be used to cover sick time off when an employee has a bona fide illness and has no sick leave. (This includes an employee during his/her first six months of employment where he/she has accrued, but cannot use vacation per the first sentence of this paragraph.)

**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**

Management employees 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-Out**

Managers may cash in up to sixty (60) hours of accrued vacation each fiscal year,

### **12. Administrative Leave**

In recognition of the extended hours, and that management employees are exempt under FLSA, management employees will be entitled to five days (40 hours) of administrative leave. Under circumstances where an exceptional amount of work is performed on major projects outside of and in addition to the normal workweek, and upon written request and recommendation from the Division Manager, the General Manager may approve up to an additional 80 hours administrative leave per year. The maximum hours accrued for administrative leave shall not exceed 120 hours.

### **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 his or her 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 a illness of the employee's "immediate family" member as defined in Section 13.2 below ("Kin Care"). 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 for the care of family members to include routine medical and dental appointments that the family member 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 condition, after use of sixty hours (60) "Kin Care" for "immediate family" members (as defined in Sec 14.3 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 FMLA or CFRA,

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

### **13.2 Immediate Family 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.

### **13.3 Sick Leave Approval**

Employees entitled to sick leave must make application therefor on forms provided by the District planned sick leave or as soon as possible after returning to work. 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 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 supervisor 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 elect during November of each year any one of the following options with respect to such excess hours accrued on or after November 1st of the previous year:

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

#### **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 days of the employee's accumulated sick leave, based upon the employee's salary at the time of his 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 days of the employee's accumulated sick leave, based upon the employee's salary at the time of death.

#### **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 him.

#### **14. Attendance Policy**

Regular attendance by every employee is important and necessary to the successful operation of the Marin Municipal Water District. Excessive absenteeism causes a hardship on both the District and its employees.

#### **15. Funeral/Bereavement Leave**

An employee may use up to twenty-four (24) hours of Funeral Leave in case of a death in an employee's immediate family, as defined in this resolution.

#### **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 (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 one week (40 hours) or less of leave without pay may be authorized by the Division Manager or his/her 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, as amended.

##### **16.3 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 he is not a party, 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 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 Maternity Leave**

A pregnant employee may take a maternity leave of up to six (6) consecutive months, with approval by their division manager. The employee may use their paid leave time, in the form of accrued sick time, as per section 14.2 (4), and/or any accrued vacation and compensatory time during the period of maternity leave.

#### **16.7 Paternity or Adoptive Leave**

A prospective father or adoptive parent may take a parental leave of up to six (6) consecutive months, with approval by their division manager. The employee may use their paid leave time, in the form of accrued sick time, as per section 14.2 (3), and/or any accrued vacation and compensatory time during the period of 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;
- 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 advance approval of the employee's Division 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. Van Pool**

The District shall investigate the increased use of and interest in vanpools for employees traveling to and from work with the objective of minimizing use of personal vehicles, and reducing traffic congestion and pollution.

#### **20. Management Professional Allowance**

##### **20.1 Education and Training**

The District will reimburse tuition, books, laboratory fees and examination fees in the amount of up to \$2,500 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 Manager 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.

Managers may also use the \$2,500 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.

##### **20.2 Use for Benefit Costs**

An employee may also choose to use this to offset the cost of his/her medical coverage, to offset the costs not covered by employee's insurance for medical, dental or vision procedures for the employee or eligible family members, or place part or all of these funds into a deferred compensation plan.

##### **20.3 Training and Conference Expenditures**

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

#### **21. 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.

## **22. Probationary Period**

### **22.1 New Hire**

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 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 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.

### **22.2 Promotion**

The probationary period for newly promoted employees 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.

### **22.3 Employment Status**

Upon completion of the probationary period, an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause.

## **23. Discipline and Discharge**

### **Right to 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.

### **23.1 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.

### **23.2 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.

## **24. Dispute Resolution**

### **24.1 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.

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.

#### **24.3 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 he/she may call, recall and examine witnesses as he/she 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.

#### **24.4 General Provisions**

- (1) Employees 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

(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.

## **24.2 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.

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.

## **25. 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.

## **26. Board of Directors**

### **26.1 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.

Beginning January 1, 2000, the medical 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 then sixth from the bottom, if fourteen (14) plans were offered the rate would be set at the plan seventh from the bottom. Any

additional costs to a Director for the PERS medical insurance coverage chosen shall be the responsibility of the Director

**26.2 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 Director and his/her eligible dependents.

The maximum yearly benefits shall be Two Thousand Dollars (\$2,000).

Orthodontia coverage for dependent children of Director will be covered up to a lifetime maximum of \$2,500 per child.

**PASSED AND ADOPTED** this day of June 18, 2013, by the following vote of the Board.

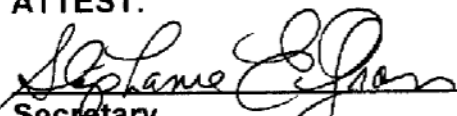
**AYES:** Directors Crosse, Gibson, Koehler, Quintero and Russell.

**NOES:** None

**ABSENT:** None

  
President, Board of Directors

**ATTEST:**

  
Secretary

## **RESOLUTION NO. 8398**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT**

**WHEREAS**, on June 18, 2013 the Board of Directors adopt Resolution No. 8214 regarding unrepresented employees and established the salaries, benefits and other conditions of employment for those employees; and

**WHEREAS**, the Board and the unrepresented employees desire to amend Resolution No. 8214 all as described below.

#### **NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

A. This Resolution modifies Resolution No. 8214. Except for the modifications contained herein, all the provisions of Resolution No. 8214 shall apply.

B. Paragraph 6.1 "Salaries, General Salary Increase" is amended to add the following language:

3. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2016 shall not be less than 2.0% or greater than 3.0%.

4. An increase for all unrepresented employees equivalent to the change in the Consumer Price Index U (CPI-U) (COLA), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period, for each year preceding the adjustment, for the San Francisco-San Jose- Oakland metropolitan area. The COLA wage increase on July 1, 2017 shall not be less than 2.0% or greater than 3.0%.

C. Paragraph 27 entitled "Term" is added to read as follows:

This Resolution shall be effective July 1, 2016 and except for those provisions of the Resolution which have been assigned other effective dates, shall remain in full force and effect to and including June 30, 2018.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of June 2016 by the following vote of the Board.

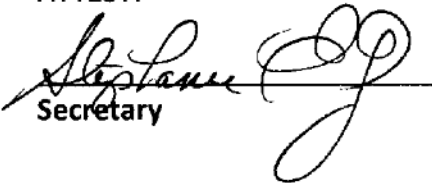
AYES: Directors Bragman, Gibson, Koehler, Quintero and Russell

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary



