



# NOTICE OF THE BOARD OF DIRECTORS REGULAR BI-MONTHLY MEETING

Tuesday, November 07, 2023 at 6:30 PM

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## AGENDA

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### LOCATIONS:

**Open Session to start at or after 6:30 p.m.**

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

### Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

### HOW TO PROVIDE PUBLIC COMMENT:

**During the Meeting:** Typically, you will have 3 minutes to make your public comment, however, the board president may shorten the amount of time for public comment due to a large number of attendees. Furthermore, pursuant to Government Code, section 54954.2 (the Brown Act), the Board may not take action or discuss any item that does not appear on the agenda.

-- **In-Person Attendee:** Fill out a speaker card and provide to the board secretary. List the number/letter (ex: 6a) of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

-- **Remote Attendee:** Use the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press \*9. The board secretary will use the last four digits of your phone number to call on you (dial \*6 to mute/unmute).

**In Advance of the Meeting:** Submit your comments by email in advance of the meeting to [boardcomment@marinwater.org](mailto:boardcomment@marinwater.org). To ensure that your comment is provided to the Board of Directors prior to the meeting, please email your comment 24 hours in advance of the meeting start time. Comments received after this cut off time will be sent to the Board after the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

## AGENDA ITEMS:

1. **Call to Order and Roll Call**
2. **Adoption of Agenda**
3. **Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**
4. **Reconvene to Open Session; Closed Session Report Out - Not applicable.**
5. **Public Comment on Non-Agenda Matters**

This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Board.

6. **Directors' and General Manager's Announcements (6:40 p.m. – Time Approximate)**
7. **Consent Items (6:45 p.m. – Time Approximate)**

All Consent Items will be enacted by a single action of the Board, unless specific items are pulled from Consent by the Board during adoption of the agenda for separate discussion and action.

**a.** Minutes of the Board Directors' Regular Meeting on October 24, 2023

**RECOMMENDATION:** Approve the minutes of the Board of Directors' Regular Meeting on October 24, 2023

**b.** Resolution Authorizing Lagunitas Creek Restoration Grant Funding from the California Department of Fish and Wildlife in the Amount of \$4,659,898 and Request to Fill Limited – Term Natural Resources Technician

**RECOMMENDATION:** Approve a resolution authorizing acceptance of grant monies and authorizing the General Manager to sign a grant agreement with the State of California Department of Fish and Wildlife (CDFW), in the amount of \$4,659,898; Recruit and fill one fulltime limited-term Natural Resources Technician position within the Watershed Division, Fisheries Department to be funded through the CDFW grant; and Approve a budget increase to the Fisheries Department to fund one limited term Natural Resources Technician and increase the District's full time staff by one position for a two-year term to be reimbursed by the CDFW Grant

**c.** Approve a Resolution Authorizing the General Manager to Enter into an Agreement for Lagunitas Creek Restoration Grant Funding from California Department of Water Resources in the amount of \$590,000

**RECOMMENDATION:** Approve a resolution authorizing the General Manager to accept grant funding and execute one or more agreements with the State of California Department of Water Resources (DWR) to receive grant funding in the amount of \$590,000 for the Lagunitas Creek Salmon Spawning Gravel Project

8. **Regular Items (6:50 p.m. – Time Approximate)**

**a.** Approval of Memorandum of Understanding with the Service Employees International Union (SEIU) Local 1021, Resolution to Revise the Terms and Conditions of Employment for Unrepresented Employees, Amendments to Employment Contracts for General Manager and General Counsel, Resolution Phasing Out the Payment of EPMC for Certain District Employees, and Updated Salary Schedule for all District Employees

**RECOMMENDATION:** Approve the following items:

- Tentatively agreed upon Memorandum of Understanding (MOU) with SEIU Local 1021, establishing the salaries and other terms and conditions of employment for represented employees through June 30, 2027
- Resolution establishing the salaries and other terms and conditions of employment for unrepresented management, mid-management and confidential employees through June 30, 2027
- Amendments to the Employment Contracts for the General Manager and General Counsel to align with certain of the changes to unrepresented employee terms and conditions of employment
- Resolution to phase out the Employer Paid Member Contribution (EMPC)
- Updated salary schedule for all District employees

**b.** Wildfire Season Preparation Update

**RECOMMENDATION:** Receive staff update on wildfire preparedness and mitigation actions underway to prepare for the upcoming wildfire season

**c.** Award of Contract No. 2015 for Furnishing and Delivery of Welded Steel Pipe to Underground Republic Water Works

**RECOMMENDATION:** Approve a resolution authorizing the General Manager to execute Contract No. 2015 with Underground Republic Water Works in the amount of \$1,292,427.50

**9. Future Board and Committee Meetings and Upcoming Agenda Items**

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of the meeting agendas.

**a.** Upcoming Meetings

**10. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**

**11. Reconvene to Open Session; Closed Session Report Out - Not applicable.**

**12. Adjournment (7:55 p.m. – Time Approximate)**

**ADA NOTICE AND HEARING-IMPAIRED PROVISIONS**

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water's policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact the Board Secretary/ADA Coordinator at 415.945.1448, at least two business days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

*Information agendas are available for review at the Civic Center Library, Corte Madera Library, Fairfax Library, Mill Valley Library, Marin Water Administration Building, and [marinwater.org](http://marinwater.org).*

Posted: 11-03-2023







# NOTICE OF THE BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING

Tuesday, October 24, 2023 at 6:30 PM

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## MINUTES

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### LOCATIONS:

#### Open Session to start at or after 6:30 p.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Outside location for Director Larry Russell – Il Fornaio, 520 Cowper Street, Palo Alto, CA 94301

#### Closed Session to immediately follow

Marin Water Mt. Tam Conference Room, 220 Nellen Avenue, Corte Madera, CA 94925

### Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

### AGENDA ITEMS:

#### 1. Call to Order and Roll Call

President Monty Schmitt called the meeting to order at 6:30 p.m.

#### DIRECTORS PRESENT:

Larry Russell

Matt Samson

Jed Smith

Ranjiv Khush

Monty Schmitt

#### 2. Adoption of Agenda

On motion made by Director Smith and seconded by Vice President Khush, the Board adopted the agenda.

Voting Yea: Directors Khush, Russell, Samson, Smith, and Schmitt

There were no public comments for this agenda item.

**3. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**

**4. Reconvene to Open Session; Closed Session Report Out - Not applicable.**

**5. Public Comment on Non-Agenda Matters**

There were none.

**6. Directors' and General Manager's Announcements**

- Director Smith announced that he participated as a speaker regarding the District's Water Supply Initiatives at the Westminster Church Speaker Series.
- Director Samson attended the Tomales Bay Foundation Meeting on October 19. He also acknowledged the prescribed fire on Watershed lands on October 18, and that he and Director Khush, on October 20, were able to tour the results of the burn area and the trail network.
- General Manager Ben Horenstein announced that the membership of the SEIU Local 1021 approved the MOU and it would be brought to the board to consider approval.
- On another matter, General Horenstein announced the retirement of Engineering Director Crystal Yezman and presented a Redwood plaque made from wood harvested from decommissioned Redwood tanks. She thanked the board and the District, and in turn, the Board thanked her for her many years of service.

There was one public comment on this item.

**7. Consent Items**

- a. Minutes of the Board of Directors' Regular Meeting of October 10, 2023

**RECOMMENDATION:** Approve the minutes of the Board of Directors' Regular Meeting of October 10, 2023

- b. General Manager's Report September 2023

**RECOMMENDATION:** Approve Report

On motion made by Vice President Khush and seconded by Director Samson, the Board approved the Consent Calendar.

Voting Yea: Directors Khush, Russell, Samson, Smith, and Schmitt

There were no public comments regarding the Consent Items.

**8. Regular Items**

- a. Board Policy #46: Reserves

**RECOMMENDATION:** Approve recommended revisions to Board Policy #46: Reserves

Finance Director Bret Uppendahl highlighted the proposed revisions.

Discussion ensued.

On motion made by Director Smith and seconded by Vice President Khush, the Board approved the revised Board Policy #46.

Voting Yea: Directors Khush, Russell, Samson, Smith, and Schmitt

There were no public comments.

- b. Letter of Support for Proposed Eel-Russian River Facilities

**RECOMMENDATION:** Approve joining a letter of support for the new proposed Eel-Russian River facilities

Board President Schmitt recused himself from participating in this discussion due to a conflict of interest. He removed himself from the dais and left the room.

Water Resources Director Paul Sellier presented this item. Discussion followed.

On motion made by Director Smith and seconded by Director Samson, the Board approved to join the letter of support.

Voting Yea: Directors Russell, Samson, Smith, and Khush

There was one public comment.

President Schmitt came back to the room and resumed his post.

- c. Water Supply Update

**RECOMMENDATION:** Receive staff update on Water Supply Conditions

Water Resources Manager Lucy Croy provided the update. Discussion ensued.

There were three (3) public comments.

This was an information item. The Board did not take any formal action.

- d. Strategic Plan Development

**RECOMMENDATION:** Receive staff and consultant update on the development of goals for the District's next five-year strategic plan

Communications and Public Affairs Manager Adriane Mertens introduced this item and consultants Charles Gardiner and Linadria Porter with Catalyst. Mr. Gardiner provided a presentation on proposed District's goals and objectives for the next five years.

The Board provided feedback to staff and the consultants.

There were two (2) public comments.

This was an information item. The Board did not take any formal action.

**9. Future Board and Committee Meetings and Upcoming Agenda Items**

a. Upcoming Meetings

The board secretary reported on upcoming internal and external meetings.

There was one (1) public comment.

This was an information item. There were no formal actions taken by the Board.

**10. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)**

There were no public comments for the Closed Session item.

The Board convened to Closed Session at 8:06 p.m. and went to the Mt. Tam Conference Room.

a. **Conference with Legal Counsel – Anticipated Litigation**  
(Government Code §54956.9)

Workers Compensation Claims  
**Number of Cases:** One

**11. Reconvene to Open Session; Closed Session Report Out**

The Board reconvened to Open Session. President Schmitt reported that the Closed Session adjourned at 8:20 a.m. with no reportable action.

**12. Adjournment**

There being no further business, the regular bi-monthly meeting of the Board of Directors on October 24, 2023, adjourned at 8:23 p.m.

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Board Secretary



# STAFF REPORT

**Meeting Type:** Board of Directors Meeting

**Title:** Resolution Authorizing Lagunitas Creek Restoration Grant Funding from the California Department of Fish and Wildlife in the Amount of \$4,659,898 and Request to Fill Limited –Term Natural Resources Technician

**From:** Shaun Horne, Watershed Resources Manager

**Through:** Ben Horenstein, General Manager

**Meeting Date:** November 7, 2023

**TYPE OF ACTION:**      X      Action                              Information                              Review and Refer

**RECOMMENDATION:** Approve a resolution authorizing acceptance of grant monies and authorizing the General Manager to sign a grant agreement with the State of California Department of Fish and Wildlife (CDFW), in the amount of \$4,659,898; Recruit and fill one fulltime limited-term Natural Resources Technician position within the Watershed Division, Fisheries Department to be funded through the CDFW grant; and Approve a budget increase to the Fisheries Department to fund one limited term Natural Resources Technician and increase the District’s full time staff by one position for a two-year term to be reimbursed by the CDFW Grant

**SUMMARY:** On September 14, 2023, the District received a conditional letter of award for \$4,659,898 from the CDFW Restoration Grant Program to implement Phase 1 of the Lagunitas Creek Coho Enhancement Project. This grant includes funding for a District Natural Resources Technician staff position to support the project and ongoing monitoring for a term of two years. The grant funded position would increase the total number of fulltime staff in the Watershed Division and increase the Fisheries Department (FY 2024 and 2025) budget by \$226,800.

**DISCUSSION:** The Lagunitas Creek Coho Enhancement Project planning effort has been advancing with CDFW funding and other agency collaboration since 2019. The District and its consultant, ESA, are on track to complete final designs, environmental compliance, and permitting for the eight sites within the Phase 1 Lagunitas Creek priority reach by March 2024. In anticipation of this, staff has applied for multiple grants to begin implementation of these eight sites in summer 2024. The most recent grant award from CDFW, a total of \$6,649,898, has been secured to fully implement all of Phase 1, including funding from US Bureau of Reclamation (\$1.4M), CDFW (\$4,659,898), and DWR (\$590,000).

The CDFW Watershed Restoration Grants Program: Protecting Salmon initiative supports projects that address urgent degrading water and habitat conditions due to climate change impacts. The District applied to this grant program to fund implementation of Sites 1-6 within the Phase 1 Lagunitas Creek

priority reach. A total of \$4,659,898 was requested in June 2023, and a conditional letter of award for the full amount was received September 23, 2023. Grant funds will be used to hire a contractor to install habitat structures and augment spawning gravel at six sites, as well as provide construction management and monitoring support.

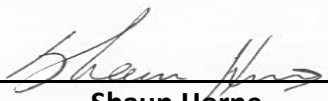

This grant allocates \$226,800 in funding for a Natural Resources Technician position within the District’s Fisheries Department to support the compliance monitoring requirements associated with this project. This position does not currently exist within the Fisheries Department. It will be created as limited-term position and filled once the grant agreement is in place. The District will be reimbursed on a quarterly basis for staff time associated with this position up to a total of \$226,800 under the grant agreement. CDFW allows grantees to recoup indirect costs (administration and overhead) up to a maximum of 20% of a staff person’s hourly wage. Under this grant, invoices that include indirect costs over 20% are not eligible for reimbursement. Therefore, any amounts in excess of this limit during the course of this grant term will be funded through the Fisheries Department’s annual operating budget.

In order to initiate the formal acceptance of this watershed restoration grant, the Board of Directors must adopt a resolution authorizing the General Manager to sign and file the grant agreement. Staff is requesting the Board approve a resolution authorizing the General Manager to finalize and execute a cooperative agreement with the California Department of Fish and Wildlife to implement the Lagunitas Creek Coho Enhancement Project, Phase 1 and to recruit and fill one limited-term Natural Resources Technician position within the Fisheries Department to support this project.

**ENVIRONMENTAL REVIEW:** The District’s Board of Directors approved The Lagunitas Creek Watershed Enhancement Plan and the Environmental Quality Act (CEQA) statutory exemption for restoration work in Lagunitas Creek at the August 15, 2023 Board of Directors Meeting

**FISCAL IMPACT:** Staff anticipates that the limited-term Natural Resources Technician position will be 95-100% funded through the CDFW grant reimbursement. Because CDFW caps reimbursable indirect costs for staff time at 20%, any additional indirect costs associated with this position would be the District’s responsibility. The exact indirect cost for this position will be determined as part of the District’s annual budget cycle. This new position will increase the currently approved operating budgets for the Watershed Division by \$226,800 over the two year term.

**ATTACHMENT(S):** None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
<p>Watershed Resources</p> <hr/>	 <p><b>Shaun Horne</b> Watershed Resources Manager</p>	 <p><b>Ben Horenstein</b> General Manager</p>

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO.**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT  
AUTHORIZING ENTERING INTO GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF  
FISH AND WILDLIFE FOR LAGUNITAS CREEK COHO ENHANCEMENT PROJECT PHASE 1  
IMPLEMENTATION AND THE RECRUITMENT AND HIRING OF A NATURAL RESOURCES  
TECHNICIAN FOR A LIMITED TERM OF TWO YEARS**

**WHEREAS**, The District is committed to habitat enhancement in Lagunitas Creek and expanding on the successes of previous habitat enhancement work to support recovery of endangered coho salmon and threatened steelhead; and

**WHEREAS**, The District’s *Lagunitas Creek Stewardship Plan*, generated as a condition under State Water Resources Control Board Water Rights Order 95-17, includes habitat enhancement as an action the District will lead; and

**WHEREAS**, the California Department of Fish and Wildlife Watershed Restoration Grants Program provides funds to meet the urgent need for restoration of salmonid habitat; and

**WHEREAS**, the District is currently completing final design plans, environmental compliance, and permitting for eight enhancement sites within the Phase 1 priority reach of Lagunitas Creek; and

**WHEREAS**, the District submitted an application to the California Department of Fish and Wildlife under the FY2022-23 Restoration Grant Program seeking \$4,659,898 to implement Sites 1-6 of the *Lagunitas Creek Coho Enhancement Project Phase 1*; and

**WHEREAS**, the District has been notified that it has been awarded the full amount requested, \$4,659,898, to implement Sites 1-6 of the *Lagunitas Creek Coho Enhancement Project Phase 1*; and

**WHEREAS**, the grant includes \$226,800 in funding for a Natural Resources Technician position, to be hired within the District’s Fisheries Department, to assist with project implementation, compliance monitoring, and reporting; and

**WHEREAS**, the California Department of Fish and Wildlife requires the applicant’s governing body to authorize, by resolution, approval of the project and grant monies. The District’s Board of Directors approved The Lagunitas Creek Watershed Enhancement Plan and the Environmental Quality Act (CEQA) statutory exemption for restoration work in Lagunitas Creek at the August 15, 2023 Board of Directors Meeting; and



**WHEREAS**, the applicant will enter into a grant agreement with the State of California.

**NOW, THEREFORE, BE IT RESOLVED** that the Marin Municipal Water District Board of Directors hereby:

1. Approves the Marin Municipal Water District accepting grant funds in the amount of \$4,659,898 from the California Department of Fish and Wildlife Watershed Restoration Grants Branch in order to implement *Lagunitas Creek Coho Enhancement Project Phase 1*; and
2. Authorizes District Human Resources staff to advertise and fill one Natural Resources Technician position for a limited term position of two-years; and
3. Appoints the Marin Municipal Water District General Manager or his designee as agent to conduct all negotiations and execute and submit all documents including, but not limited to applications, agreements, payment requests and/or any documents that may be necessary for the completion of the project.

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

**AYES:**

**NOES:**

**ABSENT:**

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**Monty Schmitt**  
**President, Board of Directors**

**ATTEST:**

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



# STAFF REPORT

**Meeting Type:** Board of Directors

**Title:** Approve a Resolution Authorizing the General Manager to Enter into an Agreement for Lagunitas Creek Restoration Grant Funding from California Department of Water Resources in the amount of \$590,000

**From:** Shaun Horne, Watershed Resources Manager

**Through:** Ben Horenstein, General Manager

**Meeting Date:** November 7, 2023

**TYPE OF ACTION:**     **X**     Action                             Information                             Review and Refer

**RECOMMENDATION:** Approve a resolution authorizing the General Manager to accept grant funding and execute one or more agreements with the State of California Department of Water Resources (DWR) to receive grant funding in the amount of \$590,000 for the Lagunitas Creek Salmon Spawning Gravel Project

**SUMMARY:** The Board approved Resolution No. 8716 on September 20, 2022, authorizing staff to apply for a grant from the DWR Riverine Stewardship Grant Program to implement the Lagunitas Creek Salmon Spawning Gravel Project. On June 12, 2023, the District received a conditional letter of award for the full request of \$590,000. Minor changes to this resolution have been requested by DWR, which is why staff is bringing the resolution back for further action.

**DISCUSSION:** The California Department of Water Resources Riverine Stewardship Grant Program funds planning and implementation projects that restore streams, creeks, and rivers to enhance habitat for fish, wildlife, and people. The Board approved Resolution No. 8716 on September 20, 2022 authorizing staff to apply for this grant. The District submitted a request for \$590,000 to implement the Lagunitas Creek Salmon Spawning Gravel Project, which involves adding approximately 1,700 tons of spawning gravel to Lagunitas Creek below Peters Dam at Sites 12 and 13 within the larger Lagunitas Creek Coho Enhancement Project Phase 1 reach. In June, 2023, the District received a letter of award from DWR for the full request of \$590,000. The total project cost is \$647,000, which includes \$57,000 in matching funds from the District to purchase monitoring equipment and provide staff time in support of implementation and monitoring. Grant funding will be used to hire a contractor to implement gravel augmentation at Sites 12 and 13, beginning in summer 2024, and to monitor the sites through early 2026.

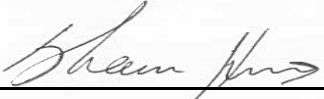

In order to initiate acceptance of this grant and sign an agreement, DWR has requested that the District’s Board approve a slightly revised grant resolution authorizing the General Manager to sign and file the grant agreement. The revised resolution specifies the actual amount of the grant award as \$590,000, the District’s match obligations of \$57,000, and the specific project work to be undertaken as “*Salmon Spawning Gravel Project*” as part of the District’s broader Lagunitas Creek Restoration work. Staff is requesting the Board approve these modifications by approving this revised resolution authorizing and directing the General Manager to negotiate and execute a cooperative agreement with the California Department of Water Resources to implement the *Lagunitas Creek Salmon Spawning Gravel Project*.

**ENVIRONMENTAL REVIEW:** Not applicable.

**FISCAL IMPACT:** A total of \$57,000 in matching funds is required for the DWR grant. The FY23-24 and FY24-25 Fisheries Operations budgets include adequate funds to cover the match.

**ATTACHMENT(S):**

- 1. Proposed resolution with red-line changes – DWR grant for the Lagunitas Creek Salmon Spawning Gravel Project
- 2. Proposed resolution (clean version) – DWR grant for the Lagunitas Creek Salmon Spawning Gravel Project

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed		
	<p style="text-align: center;"><b>Shaun Horne</b> Watershed Resources Manager</p>	<p style="text-align: center;"><b>Ben Horenstein</b> General Manager</p>

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8716

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENT ON BEHALF OF THE MARIN MUNICIPAL WATER DISTRICT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE LAGUNITAS CREEK RESTORATION IMPLEMENTATION SALMON SPAWNING GRAVEL PROJECT

WHEREAS, the California Department of Water Resources Riverine Stewardship Grant Program funds planning and implementation for projects that restore streams, creeks, and rivers to enhance habitat for fish, wildlife, and people pursuant and subject to all of the terms and provisions of the Costa-Machado Water Act of 2000 (Wat. Code, § 79000 et seq.), the Budget Act of 2021 (Stats. 2021, ch. 240, § 81) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Pub. Resources Code, § 80000 et seq.); and

WHEREAS, the District submitted a concept proposal to the Riverine Stewardship Program in July of 2022 and was notified in late August, 2022 that the concept proposal made it through the first round of review and the District was invited to submit a full proposal for funding; and

WHEREAS, the grant application seeks ~~\$650,000~~ \$590,000 in grant funding to implement designs currently underway for salmonid restoration work in Lagunitas Creek, and if received, the District is able to provide matching funds and in-kind contributions in the amount and at the times necessary to complete the Project and as specified in the funding plan; and

WHEREAS, the District was notified on June 12, 2023, that it has been awarded the full amount requested of \$590,000, with a minimum District match of \$57,000 and total project cost of \$647,000 to implement the Lagunitas Creek Salmon Spawning Gravel Project; and

WHEREAS, the California Department of Water Resources requires the applicant's governing body to authorize, by resolution, approval of the project and grant monies and to enter into a grant agreement with the State of California; and

NOW, THEREFORE, BE IT RESOLVED, that the Marin Municipal Water District Board of Directors hereby authorizes and directs the General Manager to prepare, sign and file, for and on behalf of the Marin Municipal Water District, a grant application for a grant from the

Department of Water Resources Riverine Stewardship program in the amount of ~~\$650,000~~ \$590,000, for implementation of the ~~Lagunitas Creek Restoration Project~~ *Salmon Spawning Gravel Project* and take such other actions as necessary or appropriate to obtain grant funding; and

**BE IT FURTHER RESOLVED** that the General Manager of the Marin Municipal Water District, or his designee, is hereby authorized to conduct all negotiations and work with the State of California’s Department of Water Resources to meet established deadlines for entering into an agreement to receive said funding, and the Board of Directors hereby further authorizes the General Manager to execute said agreement and such other documents as are necessary to receive the grant.

**PASSED AND ADOPTED** this 20<sup>th</sup> ~~September~~ 7<sup>th</sup> day of November ~~September~~, 2022~~3~~, by the following vote of the Board of Directors.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
~~Larry Russell~~ Monty Schmitt  
President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Terrie Gillen  
Board Secretary

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENT ON  
BEHALF OF THE MARIN MUNICIPAL WATER DISTRICT WITH THE  
CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE  
LAGUNITAS CREEK SALMON SPAWNING GRAVEL PROJECT**

**WHEREAS**, the California Department of Water Resources Riverine Stewardship Grant Program funds planning and implementation for projects that restore streams, creeks, and rivers to enhance habitat for fish, wildlife, and people pursuant and subject to all of the terms and provisions of the Costa-Machado Water Act of 2000 (Wat. Code, § 79000 et seq.), the Budget Act of 2021 (Stats. 2021, ch. 240, § 81) and the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Pub. Resources Code, § 80000 et seq.); and

**WHEREAS**, the District submitted a concept proposal to the Riverine Stewardship Program in July of 2022 and was notified in late August, 2022 that the concept proposal made it through the first round of review and the District was invited to submit a full proposal for funding; and

**WHEREAS**, the grant application seeks \$590,000 in grant funding to implement designs currently underway for salmonid restoration work in Lagunitas Creek, and if received, the District is able to provide matching funds and in-kind contributions in the amount and at the times necessary to complete the Project and as specified in the funding plan; and

**WHEREAS**, the District was notified on June 12, 2023, that it has been awarded the full amount requested of \$590,000, with a minimum District match of \$57,000 and total project cost of \$647,000 to implement the *Lagunitas Creek Salmon Spawning Gravel Project*; and

**WHEREAS**, the California Department of Water Resources requires the applicant’s governing body to authorize, by resolution, approval of the project and grant monies and to enter into a grant agreement with the State of California; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Marin Municipal Water District Board of Directors hereby authorizes and directs the General Manager to prepare, sign and file, for and on behalf of the Marin Municipal Water District, a grant application for a grant from the Department of Water Resources Riverine Stewardship program in the amount of \$590,000, for implementation of the *Lagunitas Creek Salmon Spawning Gravel Project* and take such other

actions as necessary or appropriate to obtain grant funding; and

**BE IT FURTHER RESOLVED** that the General Manager of the Marin Municipal Water District, or his designee, is hereby authorized to conduct all negotiations and work with the State of California’s Department of Water Resources to meet established deadlines for entering into an agreement to receive said funding, and the Board of Directors hereby further authorizes the General Manager to execute said agreement and such other documents as are necessary to receive the grant.

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

**AYES:**

**NOES:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
**Monty Schmitt**  
President, Board of Directors

\_\_\_\_\_  
**Terrie Gillen**  
Board Secretary





its members through a majority vote on the tentative agreement reached in bargaining with the District. The Board's approval of the tentative agreement, which is presented in this packet as the proposed MOU through June 30, 2027, will ratify the contract. Once ratified by Board approval, the terms and conditions of employment become effective consistent with the terms set forth therein. The MOU (previously referred to as the Collective Bargaining Agreement or CBA) was last negotiated in 2013.

On August 15, 2023, the Board approved a resolution adopting a 5.4% cost of living salary increase for the unrepresented District employees, which includes the managers, mid-managers and confidential employees of the District. The proposed resolution for the unrepresented District employees will adopt additional terms and conditions of employment for this group of employees consistent with the proposed MOU, with the exception of certain terms specific to managers and mid-managers, such as administrative leave time.

Staff is also proposing amendments to the current employment contracts for the General Manager and General Counsel to align terms and conditions of employment with unrepresented staff, with some exceptions.

Staff is further proposing a resolution to commence a phase out of the Employer Paid Member Contribution (EPMC), which provides for a portion of the employee's CalPERS contribution to be paid by the District. The benefit currently only applies to Division Directors and the District General Counsel, who are Classic members of CalPERS. The proposed resolution will phase out this payment over the next four years and provide offsetting salary adjustments.

The District must also provide CalPERS an updated salary schedule for all District employees.

**DISCUSSION:** The most recent agreement with SEIU Local 1021 for District represented employees was reached in June 2013, and was extended on its current terms through June 30, 2023. Given that there have been no substantive revisions to the terms and conditions contained in the MOU for the past ten years, there were many proposals exchanged in bargaining to address stale provisions and to address the interests of represented employees and the District. The District commenced formal negotiations with SEIU in April of 2023, holding numerous bargaining sessions. Included in the list of changes are updated uniform and boot allowances, clarifying holiday pay provisions for continuous operation employees, recognizing Juneteenth by providing a holiday for District employees and reaching agreement on changes to the retiree healthcare and dental benefits for new employees hired on or after January 1, 2024. The proposed MOU also sets forth cost of living increases over the next four years in an effort to keep pace with inflation and the salaries of other regional public agencies.

Of note are the proposed changes to the District's retiree healthcare and dental benefits. For District employees hired after January 1, 2024, the proposal will phase in earned benefits over a twenty-year term of employment with the District, cap the benefit received in retirement and reduce the benefit for spouses. These changes are also included in the unrepresented resolution presented for approval, providing parity for all District employees. Both the proposed MOU and unrepresented resolution will also end retirement dental coverage for new hires. These benefits better align the District with comparable agencies and will result in long-term cost savings for the District and its ratepayers.

The proposed MOU and unrepresented employee resolution provide Cost of Living Adjustments (COLA), effective the first pay period on or following July 1, 2023 , July 1, 2024, July 1, 2025 and July 1, 2026 based on the previous calendar year’s (December to December) San Francisco-Oakland- Hayward metropolitan area Consumer Price Index-U (CPI-U) plus 0.75% in FY 24 and FY 25, with a minimum of 2.0% and a maximum of 5.0% per fiscal year.

The District has historically provided an EPMC benefit to its employees at varying levels. The payment of the EPMC for most District employees was phased out in 2013 following the last substantive updates to the MOU and unrepresented resolution. Currently, only Division Directors and the District General Counsel qualify for payment of the EPMC. With the approval of the proposed resolution, the District will commence phase out of any further EPMC payments for District employees, which will be offset with salary adjustments. With the adoption of the Public Employees’ Pension Reform Act (PEPRA) in 2013, EPMC payments were eliminated for all but “Classic” CalPERS employees, meaning those who started working for CalPERS, and equivalent, employers prior to the adoption of the new PEPRA rules. With the phase out of any further EPMC payment, the District will achieve greater consistency among its employees and with other public agencies. A proposed resolution phasing out the EPMC is included with the staff report.

The proposed amendments to the General Manager and General Counsel Employment Contracts seek to better align these contracts with the proposed changes applicable to District management employees, including a change in the cost of living adjustment index to the same CPI-U used for all other employee group salary adjustments starting July 1, 2024 and most healthcare, dental, vision and other benefits.


Annually, the District must provide CalPERS with a current and updated salary schedule for all District employees. The proposed salary schedule is included with the staff report and includes adjusted salaries consistent adoption of all the proposed actions included in this packet.

**ENVIRONMENTAL REVIEW:** Not applicable.

**FISCAL IMPACT:** For all employees, SEIU and non-represented, the annualized cost increase for 2023/24 with a COLA of 5.4% and other benefit adjustments is \$1,965,981. The projected ongoing increases in FY 2024/25, 2025/26 and 2026/27 with the range of a 2% to 5% COLA are \$749,441 to \$2,025,144 annually. The one-time cost for COVID appreciation payments in FY 2023/24 is \$285,000. Funding for salary and benefit adjustments is included in the adopted operating budget for FY 2023/24 and FY 2024/25.

**ATTACHMENT(S):**

1. Tentatively Agreed Upon Memorandum of Understanding between SEIU Local 1021 and the District
2. Proposed Resolution to update terms and conditions of employment for unrepresented District employees
3. Proposed resolution phasing out the District payment of EPMC for certain District employees
4. Second Amendment to Employment Contract for General Manager
5. Second Amendment to Employment Contract for General Counsel
6. Updated Salary Schedule for all District employees

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Manager	 <b>Vikkie Garay</b> Human Resources Manager	 <b>Ben Horenstein</b> General Manager



# MARIN MUNICIPAL WATER DISTRICT

MEMORANDUM OF UNDERSTANDING

between

MARIN MUNICIPAL WATER DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION,

SEIU LOCAL 1021

Effective November 7, 2023 (except where otherwise noted) through June  
30, 2027

# TABLE OF CONTENTS

*Article 1. Recognition* ..... 1

    1.1 Union Recognition ..... 1

    1.2 District Recognition ..... 1

*Article 2. Union Dues*..... 1

    2.1 Dues Payover ..... 1

    2.2 Union Membership ..... 2

    2.3 Exemptions ..... 2

    2.4 Hold Harmless ..... 2

*Article 3. Union Rights*..... 2

    3.1 Employee Representatives..... 2

    3.2 Access to Work Locations ..... 3

    3.3 Use of District Facilities..... 3

    3.4 Bulletin Boards..... 3

    3.5 Labor Management Committee..... 3

    3.6 Bargaining Unit Report..... 4

    3.7 New Employee Notice and Orientation..... 4

*Article 4. Advance Notice* ..... 5

*Article 5. District Rights* ..... 5

*Article 6. Non-Discrimination* ..... 5

*Article 7. Hours of Work* ..... 6

    7.1 Regular Workweek and Regular Workday ..... 6

    7.2 Work Breaks..... 6

    7.3 Lunch Period..... 6

    7.4 Overtime/Compensatory Time..... 7

    7.5 Standby Duty ..... 7

    7.6 Call Back Overtime..... 8

    7.7 Shift Differential ..... 8

    7.8 Alternative Work Schedule ..... 9

    7.9 Overtime Exempt Classifications ..... 10

    7.10 Temporary Change of Schedule..... 10

*Article 8. Employee Categories* ..... 11

*Article 9. Probationary Period*..... 11

    9.1 New Hire..... 11

    9.2 Promotion..... 12

    9.3 Status ..... 12

*Article 10. Salaries*..... 12

    10.1 General Salary Increase ..... 12

    10.2 Starting Rate ..... 13

    10.3 Step Increases..... 13

    10.4 Benchmark and Equity..... 13

    10.5 Classification Review ..... 14

    10.6 Bilingual Pay ..... 14

    10.7 Field Training Officer Premium Pay ..... 14

    10.8 Incentive Pay for Higher Level Certifications ..... 15

    10.9 Acting Assignment Pay ..... 15

    10.10 Temporary Special Assignment Pay ..... 16

    10.11 One-Time Appreciation Payment ..... 16

*Article 11. Health and Welfare* ..... 17

    11.1 Medical Insurance ..... 17

    11.2 Medical Plan Exemption ..... 19

    11.3 Section 125 of the IRS Code..... 19

    11.4 Dental Insurance ..... 19

    11.5 Eligibility ..... 20

    11.6 Life Insurance ..... 20

    11.7 State Disability Insurance (SDI) ..... 20

    11.8 Long Term Disability..... 20

    11.9 Vision Care..... 21

    11.10 Retirement Plan ..... 21

    11.11 Amendment to Medical Coverage..... 21

    11.12 Deferred Compensation ..... 21

*Article 12. Holidays*..... 22

    12.1 Recognized Holidays ..... 22

    12.2 Holidays Falling on Saturday or Sunday ..... 23

12.3 Qualifying ..... 23

12.4 Holiday Pay..... 23

12.5 Holiday Scheduling..... 24

*Article 13. Vacation..... 24*

13.1 Vacation With Pay ..... 24

13.2 Vacation Scheduling..... 24

13.3 Holiday During Vacation..... 25

13.4 Lump Sum Vacation Pay..... 25

13.5 Vacation Carry Over/Cash-In..... 25

13.6 Vacation Use for Illness ..... 25

13.7 Use of Unearned Vacation..... 25

*Article 14. Sick Leave..... 26*

14.1 Sick Leave Accumulation..... 26

14.2 Sick Leave Use..... 26

14.3 Immediate Family/Designated Person Defined ..... 26

14.4 Sick Leave Approval..... 27

14.5 Sick Leave Incentive Program..... 27

14.6 Sick Leave Payout..... 28

14.7 Special Sick Leave ..... 28

14.8 Attendance Policy..... 28

14.9 Funeral/Bereavement Leave ..... 28

*Article 15. Leaves of Absence ..... 29*

15.1 Leave Without Pay ..... 29

15.2 Family and Medical Leave Act..... 29

15.3 Jury Duty and Work Related Subpoenaed Court Appearance ..... 29

15.4 Military Leave..... 29

15.5 Disability Absence ..... 29

15.6 Pregnancy Leave..... 30

15.7 Paternal or Adoptive Leave ..... 30

*Article 16. Layoff..... 30*

16.1 Need For Layoff..... 30

16.2 Seniority Defined ..... 30

16.3 Notice of Layoff..... 30

16.4 Layoff/Reinstatement List ..... 31

*Article 17. Discipline and Discharge* ..... 31

17.1 Preliminary Notice ..... 31

17.2 Disciplinary Action and Appeal ..... 32

*Article 18. Grievance Procedure* ..... 32

18.1 Definitions ..... 32

18.2 Procedure..... 32

18.3 Arbitration..... 33

18.4 General Provisions..... 34

*Article 19. Meal Allowance*..... 35

*Article 20. Uniforms* ..... 35

*Article 21. Automobile Use*..... 37

21.1 Employee Vehicle..... 37

21.2 District Vehicles ..... 37

*Article 22. No Strike*..... 37

*Article 23. Prevailing Rights*..... 38

*Article 24. Education and Training*..... 38

24.1 Tuition Reimbursement..... 38

24.2 Training and Conference Expenditures ..... 38

24.3 Mandatory Training..... 38

24.4 Mandatory Meetings..... 39

*Article 25. Job Descriptions* ..... 39

*Article 26. Clean Air Policy*..... 39

*Article 27. Severability*..... 40

*Article 28. Full Understanding. Modification, Waiver*..... 40

*Article 29. Existing Laws*..... 40

*Article 30. Duration*..... 40

*SIGNATURE PAGE*..... 41

*MONTHLY PAY SCALES*..... 42

*APPENDIX B – COMPARABLE AGENCIES*..... 45



**MEMORANDUM OF UNDERSTANDING**

**between**

**MARIN MUNICIPAL WATER DISTRICT**

**and**

**SEIU LOCAL 1021**

The authorized representatives of the Marin Municipal Water District (herein referred to as the "District") and the authorized representatives of the Service Employees International Union Local 1021 (hereinafter referred to as the "Union") have met and conferred regarding wages, hours and other terms and conditions of employment within the scope of representation and the parties have reached agreement on the matters set forth herein.

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into pursuant to the Meyers-Miliias-Brown Act. (Section 3500, et. seq. of the Government Code of the State of California) and applies to all employees of the District represented by the Union.

Article 1. Recognition

1.1 Union Recognition

The Union is formally recognized as the majority representative of all non-management and non-confidential employees of the District, pursuant to Title 3, Chapter 3.20 of the District Code.

1.2 District Recognition

The District General Manager, or any person or organization duly authorized by the District General Manager, is recognized as the representative of the District in all matters pertaining to employer-employee relations, pursuant to Title 3, Chapter 3.20 of the District Code.

Article 2. Union Dues

2.1 Dues Payover

The Union shall certify in writing to the District those amounts to be deducted and withheld by the District on behalf of the Union. Said amounts shall be transmitted by the District to the Union official designated by the Union in writing as the person authorized to receive such funds at the address provided by the Union. Employee inquiries regarding dues, fees, and Committee on Political Education (hereinafter

referred to as “COPE”) requests to change deductions must be directed to the Union.

2.2 Union Membership

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees in the unit fairly and equally, without regard to whether or not an employee is a member of the Union.

An employee's earnings must be regularly sufficient, after all other legal and required deductions are made, to cover the amount of Union dues, fees, and COPE authorized. When an employee is in a non-pay status for an entire pay period, no withholding from future earnings will be made to cover the pay period. In the case of an employee who is in a non-paid status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. The parties acknowledge that all other legal and required deductions have priority over Union dues, fees, and COPE deductions.

2.3 Exemptions

The provisions specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation unit. Separation includes layoff and leaves of absence.

Seasonal employees are excluded from the MOU provisions. Part-time employees who elect to pay dues shall pay pro-rata dues and fees as determined by the Union.

2.4 Hold Harmless

Monies withheld by the District shall be transmitted to the Union at the address specified. The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of, action taken or not taken by the District under this Article.

Article 3. Union Rights

3.1 Employee Representatives

District employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings where matters within the scope of representation or grievances are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of District services. Such employee representatives shall request to be excused by their respective supervisor, as far in advance of the meeting as reasonably possible.

In addition to the meetings specified herein, membership meetings on District time may be held with a maximum of two (2) meetings not to exceed two (2) hours each on District time during calendar years in which the MOU expires and one (1) membership meeting not to exceed two (2) hours in other years.

The Steward Council may meet on District time not to exceed three (3) hours during any three (3) month calendar period.

3.2 Access to Work Locations

Reasonable access to employee work locations shall be granted to the officers of the Union and their officially designated representatives to conduct business within the scope of representation. Such access shall not interfere with the normal operations of the District or with established safety or security requirements.

3.3 Use of District Facilities

The Union may, with the prior approval of the District General Manager or designee, be granted the use of District facilities for meetings of District employees.

3.4 Bulletin Boards

The Union shall only use designated portions of District bulletin boards for posting materials. Where material is posted which the District deems inappropriate, it will advise the Union prior to removing the material except in emergency situations.

The District agrees to provide the Union one (1) additional bulletin board in the administrative building break room for posting materials. The placement and size of such bulletin board will be determined by the District.

This article should not be interpreted to infringe upon an employee's legally protected speech.

3.5 Labor Management Committee

To facilitate Labor-Management cooperation, better communication, and early resolution of disputes and issues, the Union and District agree to form a committee comprised of the following persons: up to three to be selected by the Union and three management employees to be chosen by the District.

The committee will meet on a regular basis, and will prepare agendas including items proposed by either party and mutually agreed to in advance. The committee may discuss and review a variety of issues of interest and concern to the parties, including matters arising from the provisions of the MOU, and may provide recommendations to the District. The committee is not intended to supersede any processes, rights or obligations otherwise provided by the MOU or law.

3.5.1 The Labor Management Committee shall review and recommend classifications or positions to be studied.

3.6 Bargaining Unit Report

At least every one hundred and twenty (120) days, the District shall provide the Union with a bargaining unit report in electronic malleable format of all current employees covered by this MOU, which shall include the employee's name, membership status, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address on file with the employer provided the employee has not opted out.

Personal records of employees in the Park Ranger series classifications will not be included in the report. Individual Park Rangers may separately authorize the release of certain Personnel Records to the Union by providing a written signed letter to that effect to the District's Human Resources Manager. Upon receipt of such a letter from a Park Ranger, the District will release the authorized information to the Union.

3.7 New Employee Notice and Orientation

(1) The District will provide the Union with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within thirty (30) days of hire or by the first pay period of the month following hire provided the employee has not opted out.

(2) The District shall provide the Union with at least ten (10) days' notice of any new employee orientation; a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operation that was not reasonably foreseeable.

(3) "Each newly hired employee shall be granted the opportunity to participate in a thirty (30) minute in-person Union on-boarding meeting. That meeting will be scheduled during the District's new employee orientation. However, the Union's availability shall not impact the District's scheduling of the District's new employee-orientation.

(4) The District shall grant up to two (2) Union designees release time, including reasonable time for travel and set up, without loss in compensation to conduct the union onboarding meeting. The Union will make every effort to assign a union employee designee based on or working in closest proximity to the orientation meeting.

(5) Upon request, the employer representative(s) shall be absent from the room during any sessions, meetings or trainings conducted by the Union, with newly hired Employees. Likewise, upon request, the Union representatives shall be

absent from the room during any sessions, meetings or trainings conducted by the District with newly hired Employees.

(6) Human Resources will send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting.

Article 4. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board of Directors, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the Board of Directors determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

Article 5. District Rights

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees and assign work to them; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Article 6. Non-Discrimination

The District and Union 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 Article 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.

Article 7. Hours of Work

7.1 Regular Workweek and Regular Workday

Workweek: The standard workweek shall consist of a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

Workday: The standard workday shall be a 24-hour period beginning at 12:01 a.m.

Work schedule: The normal work schedule shall consist of eight (8) consecutive hours of work per day (exclusive of any unpaid meal period), and (40) hours per week.

Business hours: Regular District business hours (for non-24-hour operations) are from 6:30 AM to 5:00 PM.

Work weeks, workdays and work schedules may be modified by individual alternate work schedule agreements, which will have clearly indicated work days and work weeks.

Schedules may consist of eight (8) hours, ten (10) hours, or twelve (12) hours, exclusive of the thirty (30) minute lunch period.

By mutual agreement between the District and individual employees, employees may be allowed to work 9/80, 4/10, or 12-hour schedules. The 9/80 schedule shall involve alternating workday schedules of eight (8) and nine (9) hours. The normal 9/80 workweek shall consist of forty (40) hours, and no additional benefits or overtime obligations shall accrue as a result of work on any regularly scheduled eight (8), nine (9) ten (10) or twelve (12) hour work day. Alternative work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by revocation.

7.2 Work Breaks

Employees are entitled to two (2) fifteen (15) minute work breaks per workday, one each in the morning and afternoon. Office personnel should not leave the building without the permission of their supervisor. Permission should not be unreasonably denied. Field personnel should not leave the job site during a work break. Work breaks should be taken as scheduled and cannot be accumulated, paid for, or used to offset early departure, to extend a lunch period, or other such use.

7.3 Lunch Period

Employees are entitled to an unpaid thirty (30) minute lunch period for each workday, to be scheduled by the supervisor. Unpaid lunch breaks of up to 60 minutes in duration and as part of a regular schedule, may be authorized upon mutual agreement between District management and individual employees.

Modified lunch break schedules may be revoked upon five (5) days notice by the employee or management.

Lunch periods should be taken as scheduled, and cannot be accumulated, paid for, or used to offset early departure, or other such use. Treatment Plant System Operators, Distribution System Operators, Rangers, and trainees for these classifications who are assigned a "straight shift" do not have a lunch period but eat their lunch as work allows during their shift.

7.4 Overtime/Compensatory Time

All time worked at the request of the District in excess of forty (40) hours in any week shall be deemed overtime and shall be paid for at one and one-half (1-1/2) the employee's regular hourly rate of pay or earned in the form of compensatory time at the rate of one and one-half (1-1/2) hours for every hour worked. For this purpose, holiday, sick leave and vacation time shall be considered as time worked.

All time worked at the request of the District in excess of an employee's regular shift or on the employee's regular days off shall be deemed overtime and paid for as such whether or not forty (40) hours have been served in the week in question except as provided in Article 7.9.

The work schedule, for purposes of this Article, may consist of five (5) eight (8) hour days, four (4) ten (10) hour days or three twelve (12) hour days and a four (4) hour day, within a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

Any employee who works at the request of the District, for sixteen (16) hours or more in any twenty-four (24) hour period beginning at the start of their shift will be paid at double the employee's regular hourly rate of pay after the sixteenth hour.

The payment for overtime worked shall be either cash or compensatory time, at the employee's discretion and in conformance with FLSA. Compensatory time off shall not be allowed to accumulate in excess of forty (40) hours and may be taken at a time mutually agreeable to the Division Director. The Division Director will give due consideration to those requests for compensatory time which are received at least five (5) working days in advance.

7.5 Standby Duty

The normal standby duty period shall be seven (7) days, from Monday through Sunday. Employees on standby shall receive two (2) hours of their regular straight time hourly pay for each regular work day of the standby duty period, and three (3) hours of their regular straight time hourly pay for regularly scheduled days off and holidays of the standby duty period. In the event an employee is on standby duty for a period shorter than seven (7) days, a pro rata amount shall be paid. Employees responding while on standby duty shall be paid from the time of notification to report for duty.

7.5.1 Standby Duty and Call-out Services for Resident Rangers

This Article 7.51 shall apply only to District Park Rangers who reside in District-owned housing. Rangers who reside in District-owned housing shall be available for a minimum of six (6) scheduled standby duty days per month as a condition of occupying a District-owned house. Additional standby duty days in excess of six (6) may be required based on operational need. Rangers on standby duty shall receive two (2) hours of their regular straight time hourly pay for each day of standby duty and three (3) hours of their regular straight time hourly pay for each day of standby duty during District-observed holidays on their regularly scheduled days off. Rangers responding while on standby duty shall be paid from the time of notification to report for duty.

7.5.2 Standby Duty Scheduling

Volunteers for standby duty to fill the annual schedule shall be allowed with the most senior District employees allowed first choice of assignments. If insufficient volunteers sign-up for standby duty coverage, the District shall assign employees by rotation, by inverse seniority for the necessary coverage. Upon request of the Union, the District agrees to provide the Union with a copy of the current seniority list.

In the event that two employees have the same seniority, the parties agree to meet and confer on the criteria to break the seniority tie.

7.6 Call Back Overtime

Employees may be called back to work outside their normal work hours as needed. An employee called back to work shall receive a minimum credit of two (2) hours even if the time worked is less than the amount credited, this time shall be deemed "overtime" and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. This provision shall not apply to employees who work overtime preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

7.7 Shift Differential

The normal work schedules (for non-24-hour operations) for District employees shall occur between 6:30 a.m. to 5:00 p.m.

Those employees scheduled to work a regularly scheduled shift outside the normal work schedules shall receive an eight percent (8%) differential for those hours worked between 5:00 p.m. and 10:30 p.m., and ten percent (10%) for hours between 10:30 p.m and 6:30 a.m. Shift differentials will be paid from the start of the shift, as long as the employee works at least a full hour on the shift. (Flex-time at the request of the employee is exempt from this provision.)

7.7.1 Shift Differential for Non- 24-Hour Operations (all classifications except those expressly listed below)



- (1) Shift extensions do not qualify for Shift Differential.
- (2) Shift differentials shall only be paid for hours worked during the specified times set forth below after the employee works at least one (1) full hour on the regularly scheduled shift.
- (3) Those employees scheduled to work a regularly scheduled shift outside their normal work schedules shall receive an eight percent (8%) differential for those hours worked between 5:00 p.m. and 10:30 p.m., and ten percent (10%) for hours worked between 10:30 p.m. and 6:30 a.m.

7.7.2. Shift Differential for Specified Positions (limited to those classifications expressly listed below)

- (1) Shift extensions do not qualify for Shift Differential.
- (2) For regularly scheduled shifts, the shift must extend at least an hour past the start of the shift differential start time set forth below.
- (3) Distribution System Operators on a regularly scheduled shift, shall receive an eight percent (8%) differential for all hours worked between 2:30 p.m. to 10:30 p.m. and a ten percent (10%) differential for hours worked between 10:30 p.m. and 6:30 a.m.
- (4) Treatment Plant System Operators and Trainee II working on a regularly scheduled shift shall receive a ten percent (10%) differential for hours worked between 7:00 p.m. and 7:00 a.m.
- (5) Construction Inspectors working on a night shift assignment (meaning the shift extends past midnight) for a construction project shall receive a ten percent (10%) differential for hours worked between 5:00 p.m. and 6:30 a.m.

7.8 Alternative Work Schedule

An individual employee's or group of employees' request for an alternate work schedule (i.e., 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 at the District's sole discretion. The regular day off for the participating employee's alternative work schedule shall be by default either Monday or Friday, unless otherwise mutually agreed upon between supervisor and employee. It is understood that such an 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.

7.9 Overtime Exempt Classifications

Employees in the following classifications are exempt from the overtime provisions of this contract in accordance with the Fair Labor Standards Act (29 CFR, sections 541.300 and 541.301) as Learned Professional Employees: Associate Engineer and Senior Engineer. Although not eligible for overtime compensation, with advance written permission of the District General Manager or Division Director, such employees may earn exchange time at an hour for hour rate for those hours worked that are in excess of a normal work week.

No employee may accrue exchange time in excess of one hundred twenty (120) hours. Exchange time up to eighty (80) hours may be accrued and carried forward indefinitely, but any exchange time in excess of eighty (80) hours must be taken within one (1) year of accrual or be lost, except that the District General Manager may, for good cause, allow hours in excess of eighty (80) to be taken at a time convenient to the District which has been approved in advance by the Division Director or Manager. Under no circumstances shall any employee be entitled to monetary compensation for accrued exchange time upon their termination, retirement, or otherwise, nor shall the amount of accrued exchange time affect the amount of any employee's accrued vacation time.

7.10 Temporary Change of Schedule

If, due to coverage considerations, and in the absence of at least twenty-four (24) hours' prior notice, the employee shall be compensated at a rate of one and one-half (1-1/2) their regular hourly rate of pay for each hour worked on the new schedule during said twenty-four (24) hour period only, until this notice period is expired. Following expiration of the twenty-four (24) hours' prior notice period, the employee shall be compensated at their regular hourly rate of pay for all hours worked during the temporary schedule change. For employees whose temporary schedule change requires evening or night work, they may receive shift differential pay in accordance with Article 7.7. This article does not apply to relief operators in the Distribution System Operators and Treatment Plant System Operators classifications.

7.10.1 Temporary Schedule Change for Construction Inspector Night Shift Work

The District will provide construction inspectors temporarily assigned to night shift work, as defined in Article 7.7.2(5), with at least four (4) business days prior notice of the temporary schedule change. In the absence of four (4) business days prior notice of the temporary schedule change, the construction inspectors shall be compensated at a rate of one and one-half their regular hourly rate of pay for each hour worked on the night shift assignment during said four (4) business day notice period only, until the notice period is expired. Following expiration of the four (4) business day prior notice period, the construction inspector shall be compensated at their regular hourly rate of pay for all hours worked during the temporary scheduled change, including applicable shift differential pay pursuant to Article 7.7.

Article 8. Employee Categories

Employees will be hired into one of the following categories:

Regular Full-Time - Hired for a 40-hour workweek, or its equivalent; eligible for benefits.

Regular Part-Time - Hired for less than a 40-hour workweek; eligible for benefits on a pro rata basis as defined by the appropriate health and welfare benefit plan document.

Temporary Full-Time/Limited Duration (External Recruitments) - Hired for a 40-hour workweek or its equivalent, and for a specified position and employment period, usually not to exceed twenty-four (24) months; eligible for benefits.

Limited Duration (For Internal Recruitments) - Current District Regular Full-Time employees appointed to a Limited Duration position, as defined above, shall continue to accrue seniority during the term of the appointment and have the right to return to their prior job classification at the conclusion of the appointment.

Temporary Part-Time - Hired for either a 40-hour workweek or its equivalent, or less than a 40-hour workweek, for up to three (3) months but may then be extended for an additional three (3) months by the District General Manager; not eligible for benefits; paid on an hourly rate.

Seasonal and Paid Interns - Hired for a 40-hour or less workweek, for up to six (6) months, and not eligible for benefits; paid on an hourly rate. The hiring time may be extended by up to thirty (30) days. The union shall receive notice in advance of any such extension. These positions are not intended to supplant or replace Regular Full-Time positions

Article 9. Probationary Period

9.1 New Hire

The probationary period for newly hired employees within the bargaining unit 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 (15) work days before the scheduled completion date of the normal probationary period. During the probationary period or any extension thereof, an employee may be dismissed and the employee shall not have the right to a hearing with respect thereto.

9.2 Promotion

The probationary period for newly promoted employees shall be three (3) months of paid service in the new classification when the promotion is in the same occupational series. During this period of time, when the promotion is in the same occupational series, the employee may return or be returned to their original classification without the right to appeal.

For promotions outside an occupational series, an employee will serve a six (6) month probationary period. During the first six (6) months the employee may return or be returned to their original position. After six (6) months, the employee shall not have the right to return to their original position.

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) work days before the scheduled completion date of the normal probationary period.

9.3 Status

Upon completion of the probationary period, as defined in Article 9.1 and 9.2, an employee shall be designated as a non-probationary employee who shall be subject to disciplinary action only for cause.

Article 10. Salaries

10.1 General Salary Increase

1. Effective the first full pay period following July 1, 2023, the District shall provide all classes a five and four-tenths percent (5.4%) increase in base wages as reflected in Appendix A, Salary Schedules.
2. Effective the first full pay period following July 1, 2024, the District shall provide all 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%).
3. Effective the first full pay period following July 1, 2025, the District shall provide all 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%).

4. Effective the first full pay period following July 1, 2026, the District shall provide all 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%).

5. Equity adjustment for Distribution System Operators - Effective the first full pay period following December 1, 2023, the rate of pay for the Distribution System Operators classification will be increased by five percent (5%). This equity adjustment is in addition to the general wage increases set forth in Articles 10.1 (1-4).

There will be no reopeners.

10.2 Starting Rate

Employees normally begin in a classification at Step One. When circumstances warrant, the District General Manager or designee may, at their discretion, approve an entrance salary at a step higher than Step One.

10.3 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 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).

10.4 Benchmark and Equity

The District agrees to work on the development and implementation of a benchmark system intending to make significant progress in moving all positions into a logical relationship. The District will consult the Union prior to and during the

benchmarking process to solicit the Union’s input and feedback for consideration. In an effort to reach agreement, the District agrees to meet with the Union in good faith on areas of disagreement, provided that the District will make the final determination. The benchmark system will include the identification of benchmark positions, the establishment of percentage spreads in the relationship between positions within the series, and conducting a compensation survey of benchmark positions.

The benchmark system shall be developed by the District to include all positions. Each position shall be identified in a series with other closely related positions. One position in each series will be defined as the benchmark position for the purpose of the comparative study. The benchmark shall also evaluate total compensation, including all benefits. The benchmark shall be completed by the District at least six (6) months prior to the expiration of this MOU.

See Attachment B – List of Comparable Agencies

10.5 Classification Review

The District may conduct organization wide classification studies during the term of this MOU. In the case that classification studies are conducted, the Labor Management Committee shall be noticed, and will be provided with an opportunity for ongoing input into the process.

10.6 Bilingual Pay

Employees who in the regular course of their employment and after successfully passing a District administered oral and written test, who utilize their bilingual skills as a necessary part of their job duties as essential to perform their assigned duties will receive bilingual pay in the amount of seventy-five dollars (\$75) per pay period.

The Human Resources Manager shall, in consultation with the labor-management committee, establish criteria for both the assessment of skills, and the identification of qualifying positions.

10.7 Field Training Officer Premium Pay

Effective July 1, 2023, any District Park Ranger actively serving in a California Peace Officers Standards and Training (P.O.S.T.) prescribed, certified, and approved Field Training Officer (FTO) position shall be paid an additional five percent (5%) of their base hourly pay rate for actual hours spent training a new Park Ranger I or Park Ranger Trainee employee. Approved training shall be in support of the required Park Ranger position certification standards and shall not include ride along or watershed field orientation related duties. All FTO assignments shall be assigned by the Chief Ranger, include a written description and duration of the assignment (including the type of training and number of training hours), and receive the prior written approval of the Watershed Resources Manager or General Manager.

10.8 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 Operators 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 Operators 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 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.

10.9 Acting Assignment Pay

- (1) Authorized acting assignment work in a higher classification shall be paid at 8% above the employee's regular pay. Such pay shall be effective for authorized hours worked in the higher classification after a total of forty (40) hours have been reached, regardless of when performed.
- (2) All acting assignments must be approved in advance by the Division Director.
- (3) The acting assignment must include responsibilities for continuing the activities of the unit, section or division in the absence of the incumbent. While handling of emergency or sensitive assignments may be waived, the normal operation will be expected to continue during the acting assignment. Qualifications

are to be approved by the Division Director or District General Manager as appropriate.

(4) The District has the option of not making an appointment if in its judgment it is not required, or where no one meets the qualifications. If no assignment is made, the next highest position will assume the responsibilities.

(5) The assignment shall be made in whole workday increments and must be made in writing and include specific dates, with a copy placed in the employee's file.

(6) If overtime, differential time, or call-out status is required, it will be based on the pay rate of the acting assignment. If the employee elects compensatory time pursuant to Article 7.4 for overtime hours worked on the acting assignment, the compensatory time will be paid at the pay rate of the acting assignment. Vacation or sick leave taken during any of the whole workday increments of the appointment will be paid at the employee's regular pay.

10.10 Temporary Special Assignment Pay

A Temporary Special Assignment is defined as a practice where, as assigned by the employee's Division Director or the General Manager and agreed to by the employee, at least twenty-five percent (25%) of the employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work. Temporary Special Assignments must be a minimum of ten (10) working days, and shall not generally exceed six (6) calendar months in duration. In the event of unusual circumstances, the employee's Division Director or the General Manager, with the consent of the employee, may extend the duration of the assignment beyond six (6) months. Assigned employees shall be paid an additional four percent (4%) of their present salary for hours worked. All Temporary Special Assignments shall be documented in writing prior to the start of the assignment, include a description and duration of the assignment, and be approved by the employee's Division Director or the General Manager. In no event shall the Temporary Special Assignment begin prior to the date of the written approval.

10.11 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 MOU. Payment is subject to all applicable withholdings and is non-pensionable.



Article 11. Health and Welfare

11.1 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 one (1) eligible dependent will be the same as that for active employees as set forth above in this article.

**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 criteria set forth in this article.

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:

Years of Credited Service with the District	District’s Payment Percentage of Premium Cost for Retired Employee	District’s Payment Percentage of Premium Cost for Retired Employee’s Spouse
0-9 years	Minimum employer contribution amount set forth in Government Code Section 22892	0%
10-14 years	50%	0%
15-19 years	75%	50%
20+ years	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, for a retiree with 15 years of District service, they 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 employees 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 article is governed by PEMHCA. Any benefit amounts set forth in this article 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 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.

11.2 Medical Plan Exemption

An employee who is eligible for coverage under the District's medical plan specified in Article 11.1, 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.

11.3 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.

11.4 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.

The maximum calendar year benefits shall be two thousand (\$2,000). Orthodontia coverage for dependent children of an eligible employee, will be covered up to a lifetime maximum of two thousand five hundred dollars (\$2,500) per child. Effective January 1, 2024, orthodontia coverage for dependent children of an eligible employee, will be covered up to a lifetime maximum of three thousand dollars (\$3,000) per child.

Retirees:

For those employees hired prior to January 1, 2024, 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.

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

11.5 Eligibility

In order to be eligible for the benefits described in Articles 11.1, 11.4, 11.6 and 11.7, 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 their benefit coverage or that of the employee's family within thirty (30) calendar days of the qualifying event. For the dental benefit described in Article 11.4, discretionary changes in status (e.g., addition or removal of a qualified dependent) requested by the employee will be accepted at the next open enrollment period when reported timely and in accordance with District procedures.

11.6 Life Insurance

After one (1) month of employment, the District will provide each eligible employee with a twenty-five thousand dollars (\$25,000) life insurance policy. Eligible employees may elect additional life insurance coverage of up to one hundred thousand dollars (\$100,000), 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.

For employees hired on or after January 1, 2024, the District will provide a life insurance policy for each eligible employee equal to one times the employee's annual salary up to seventy-five thousand dollars (\$75,000). Employees are eligible to receive this benefit after one (1) month of employment. Eligible employees may elect additional life insurance coverage of up to one hundred and fifty thousand dollars (\$150,000) in total, with the premium 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 the agreement of the insurance provider.

11.7 State Disability Insurance (SDI)

Upon certification by the Union to the District that the bargaining unit covered by this MOU desires to be enrolled in the State Disability Insurance Program, the District shall take the necessary action to enroll such employees represented by the Union therein. The cost of SDI shall be paid by the represented employee through payroll deduction at a rate established by the State of California Employment Development Department.

11.8 Long Term Disability

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

11.9 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. Vision care expenses are limited to examinations, lenses and frames. The employee may carry over any remaining monies for an accumulated total of seven hundred dollars (\$700).

11.10 Retirement Plan

(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 for the duration of this MOU. There will be no employer payment of any part of the mandatory employee contribution. Participation in the PERS plan and Social Security is mandatory.

(2)The following provision applies to all employees hired beginning on or after 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.

11.11 Amendment to Medical Coverage

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

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 Article 11.1, the Employer agrees to make the amount in excess of what is required available for the benefit of employees covered by this MOU. In that event, the parties agree to reopen this MOU for the sole purpose of negotiating the reapplication of the excess amount to the other terms and conditions of the employees covered by this MOU.

11.12 Deferred Compensation

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

Article 12. Holidays

12.1 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) Martin 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.

Previously recognized holidays, Admission Day and Lincoln's Birthday, will be converted to Floating Holidays on January 1, 1996, except that employees in the classifications of Treatment Plant/System Operator, Distribution System Operator, Park Ranger I/II, and Senior Park Ranger and Park Ranger, and trainees within those classifications, who work on Admission Day and Lincoln's Birthday will be subject to the provisions of Article 12.4a. This paragraph will no longer apply as of midnight, December 31, 2023.

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

Employees that receive floating holiday(s) may use one of their accrued floating holidays on Cesar Chavez Holiday, March 31, as long as minimum staffing levels as determined by the supervisor are maintained.

An employee's accrued floating holiday(s) received pursuant to this article 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.

All floating holidays used by the employee shall consist of eight (8) hours paid at the employee's regular hourly rate. Floating holidays not used by the employee prior to the end of the fiscal year will be forfeited without pay.

12.2 Holidays Falling on Saturday or Sunday

If and whenever any holiday provided for in Article 12.1 above, other than Christmas, falls on a Saturday, it shall be observed on the preceding Friday. If and whenever a holiday provided for in Article 12.1 above falls on a Sunday, it shall be observed on the following Monday.

12.3 Qualifying

In order to qualify for holiday pay, an employee must be in a paid status the last workday before and the first workday following said holiday except as required by law.

12.4 Holiday Pay

This provision shall become effective January 1, 2024.

(a) Employees volunteering or required to work on a District holiday shall receive premium pay of one and one-half (1-1/2) times or two (2) times (see applicable holidays below) their regular hourly rate for each hour worked on the holiday, plus a floating holiday.

(b) If the holiday falls on an employee's regularly scheduled day off, and the employee does not work that day, the employee will receive a floating holiday.

(c) Those employees working on the third Thursday of November (Thanksgiving Day), December 24 (Christmas Eve), December 25 (Christmas Day) and on January 1 (New Years Day), and July 4, will receive premium pay of two (2) times the regular hourly rate for each hour worked on the holiday. All other District holidays shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate for each hour worked on the holiday.

(d) If an employee works on both the observed and actual holidays (e.g., a Friday for a Saturday holiday), they will receive premium pay and a floating holiday for the actual holiday only.

(e) An employee's accrued floating holiday(s) received pursuant to this article 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 calendar year.

(f) Floating holidays accrued under this article that are not used prior to the end of the fiscal year will be paid out during the last full pay period of the fiscal year at the rate of eight (8) hours of straight time pay for each floating holiday or such lesser portion remaining unused by the employee.

(g) This article does not apply to employees working an alternative work schedule under Article 7.8 of this MOU.

12.5 Holiday Scheduling

(a) Certain departments within the District may post a 'Holiday Sign-up' during each year for employees to voluntarily request work on a Holiday during the following year where the District determines Department coverage is required on the holiday.

(b) If insufficient volunteers sign-up for holiday coverage, the District shall assign employees by rotation, by inverse seniority for the necessary coverage.

If this specific process does not work for a particular department, another fair and equitable procedure will be used.

(c) A Floating Holiday should be requested at least five (5) days preceding the requested day(s), and be approved by the supervisor.

Article 13. Vacation

13.1 Vacation With Pay

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

- For the first three (3) years of service-----3.38 hours/pay period;
- For the next six (6) 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;
- And For Twenty (20) or more years of service -----7.70 hours/pay period.

13.2 Vacation Scheduling

Vacations will be scheduled by the Division Director 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 Article 16.2 of this MOU. 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. 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 Director at least five (5) working days prior to the starting date. Vacation may be granted with less than five (5) working day's notice by mutual agreement.

13.3 Holiday During Vacation

In the event a holiday, as provided in Article 12.1 herein, falls within an employee's vacation, the time shall be considered a paid holiday rather than vacation or compensatory time.

13.4 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. No CalPERS service credit shall accrue from a lump sum vacation payout. Upon separation, the employee shall reimburse the District for any used but unearned vacation. The District shall be reimbursed for any unearned vacation, either by debiting the final check or by direct payment to the District.

13.5 Vacation Carry Over/Cash-In

Employees may carry over accrued, unused vacation from calendar year to year, to a maximum of four hundred (400) hours

When an employee's vacation balance reaches four hundred (400) hours, the employee shall no longer accrue vacation hours. Vacation hours shall begin to accrue when the employee's accrued hours drop below the four hundred (400) hour maximum.

Annually, in November, employees 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.

13.6 Vacation Use for Illness

Vacation time will automatically be used to cover sick time off when an employee has a bona fide illness and has no sick leave.

13.7 Use of Unearned Vacation

On a case by case basis employees may be allowed to take vacation before it is earned using a negative accrual system. Approval may be granted by the Division Director taking into consideration any special circumstances. Employees must pay back the negative accrual and create a positive accrual sufficient to cover the next vacation request before another vacation request can be granted.

Article 14. Sick Leave

14.1 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 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.

14.2 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 the illness of the employee's "immediate family" member or "designated person" as defined in Article 14.3 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 the "designated person" (as defined in Article 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; or

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

14.3 Immediate Family/Designated Person Defined

An employee's immediate family, as it applies to Article 14.2(3) and 14.9, 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 the California Family Rights Act (CFRA). Pursuant to CFRA, an employee may elect a “designated person” at the time the employee requests leave pursuant to Article 14.2(3). The employee’s election of a “designated person” shall be limited to one person per twelve (12) month period.

14.4 Sick Leave Approval

Employees entitled to sick leave must make application therefore on forms provided by the District 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 at the time the appointment is made.

14.5 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 Article 14.1;

(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;

(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 article.

14.6 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 due to 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 article.

14.7 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 sick leave earned pursuant to Article 14.1. 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 difference 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 pursuant to the first paragraph of this article.

14.8 Attendance Policy

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

14.9 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".

Article 15. Leaves of Absence

15.1 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 except as provided below.

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 Director or their designee.

15.2 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.

15.3 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 the employee shall reimburse District for compensation received for any service or witness fees received, not including mileage.

15.4 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 and shall be entitled to the salary continuation rights and status and any reinstatement rights specified therein.

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

15.6 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 Article 14.2 (4), and/or any accrued vacation and compensatory time during the period of maternity leave.

15.7 Paternal 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 Director. The employee may use their paid leave time, in the form of accrued sick time, as per Article 14.2 (3), and/or any accrued vacation and compensatory time during the period of the parental leave.

Article 16. Layoff

16.1 Need For Layoff

In determining the necessity for a layoff, assuming that all other factors are equal, layoffs shall be determined on the basis of seniority. The other factors to be evaluated 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.

16.2 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 month in which a full-time employee has 80 hours of pay credit.

16.3 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.

16.4 Layoff/Reinstatement List

The names of the employees affected by any layoffs shall be placed on an official Layoff List in the order in which they have been laid off. The list shall remain effective for a period of one (1) year, during which time when vacancies occur in a classification within which a layoff took place, laid off employees shall be reinstated in the reverse order of layoff and given their salary step at the time of layoff. The District shall also restore any uncashed out accrued sick leave for the reinstated employee.

Article 17. 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., verbal warning, written reprimand, suspension, termination) unless the violations are extremely serious. The District acknowledges that employees have Weingarten Rights that may be exercised.

17.1 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 of discipline involving a loss of pay, the employee shall have ten (10) working days to appeal the matter in writing to Step 3 of the Grievance Procedure. 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 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.

17.2 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 to Step 4 (Arbitration) of the Grievance Procedure. The matter shall then proceed in accordance with the Grievance Procedure.

Article 18. Grievance Procedure

18.1 Definitions

(1) A grievance is a dispute that involves the interpretation or application of any provision of this MOU. All ordinances, resolutions, rules and regulations, which are not specifically covered by the provisions of this Memorandum, and discipline which does not involve a loss of pay shall not be subject to the Grievance Procedure.

(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 grievant may be an individual employee or a group of employees or the Union on the behalf of a group of employees or the Union on its own behalf on matters involving the District and Union relationship.

(4) Time limits begin with the day following the event causing the grievance or the day following receipt of a grievance decision.

18.2 Procedure

Step 1.

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

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

Step 2.

If the grievant is not satisfied with the resolution at Step 1, the grievant must reduce the grievance to writing and present it to the Division Director within ten (10) working days.



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

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

Step 3.

If the grievant is not satisfied with the resolution at Step 2, the grievant shall within ten (10) 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) working days, thereafter, respond to the allegations in writing.

Step 4.

If the grievance remains unresolved after Step 3, the Union may, by written notice to the District Human Resources Office within ten (10) working days after the receipt of the response in Step 3, notify the District that the Union wishes to appeal the grievance to final and binding 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.

18.3 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 the arbitrator may call, recall and examine witnesses as the arbitrator deems proper.

The burden of proof shall be upon the Union in grievance 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 final and binding upon the District, the Union and any employee(s) involved in the grievance 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 MOU. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, 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.

The fees and expenses of the arbitrator and hearing room shall be shared equally by the Union and the District. All other expenses shall be borne by the party incurring them. The cost of the services of a court reporter shall be borne by the requesting party unless there is a mutual agreement to share the cost or unless the arbitrator so requests. Then the costs will be shared equally.

18.4 General Provisions

(1) Employees, who participate in the Grievance Procedure by filing a grievance or acting as a witness on the behalf of either party, shall be free from discrimination by the Union and the District.

(2) A grievant 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 grievance, upon which the District relies in making its determinations. The right to cross-examine witnesses applies only at hearings held under this article and not to the Skelly (pre-discipline) process.

(3) If the District management fails to respond within the specified time limits, the grievance shall, at the request of the Union, automatically be moved to the next step of the procedure. If the Union or a grievant fail to process or appeal a grievance 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 work hours of employee witnesses, such employees shall be released from their 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 Office shall act as the central repository for all grievances.

(6) Time is of the essence in processing all grievances. Time limits contained herein may be extended by mutual agreement of the parties. All agreements to extend deadlines must be in writing. Absence for bona fide reasons by a grievant, the union representative or any management official involved in responding to the grievance shall constitute good cause for granting an extension to the time limits by the same number of days of absence.

Article 19. Meal Allowance

The District will compensate the cost of an employee meal allowance when the employee received less than twenty-four (24) hours confirmed notice of the overtime work schedule and one of two conditions apply:

- (1) The employee works a shift extension of two (2) hours either beyond the regular quitting time or prior to the regular starting time;
- (2) The employee completes a four (4) hour work period when on overtime;

The purpose of meal compensation is to allow employees a meal allowance when they receive short-notice of the overtime work.

Example: Employee’s regular shift is 06:30 a.m. – 3:00 p.m., with overtime (unplanned) between 3:00 p.m. – 10:00 p.m. At 5:00 p.m. (2 hours into overtime) the employee is entitled to a meal allowance. At 9:00 p.m. (4 hours past the first meal) the employee is entitled to another meal allowance.

Time taken for meals eaten away from the work location shall be unpaid time, except employees who are called to work a minimum of two (2) hours preceding their regular shift will be on paid time if their regular shift has commenced upon completion of the overtime work.

Whenever an employee qualifies for a meal allowance, the employee will receive, at the earliest possible payroll date, the gross amount of twenty dollars (\$20) per meal.

Article 20. 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. Employees are responsible for wearing appropriate uniforms as assigned and are expected to keep themselves neat and clean and the uniform items in good repair in adherence with District Administrative Policy 31, Dress and Grooming Policy.

The District will provide employees with their initial annual uniform allotment. In the event an employee does not complete, for whatever reason, their initial twelve (12) month probationary period, the initial uniform allotment shall be returned to the District.

Employees, who are required to wear uniforms and who have completed their initial twelve (12) month probationary period, will be eligible for an annual uniform reimbursement as listed below. The District shall define the types of uniforms which

may be worn by employees. Upon completion of the initial probationary period, the uniform reimbursement will be prorated based upon the number of pay periods remaining in the fiscal year. The uniform reimbursement will be available to employees at the beginning of each fiscal year.

Employees shall submit to their supervisor receipts for all uniform purchases. Purchased uniforms are subject to review and approval by the supervisor. Upon approval of the purchased uniforms, supervisors will then submit the receipts to Accounting for reimbursement to the employee. All receipts must be submitted to the supervisor by no later than April 1. The supervisor must submit them to Accounting by no later than May 1 of each fiscal year. Employees will be allowed to carryover their uniform reimbursement into subsequent fiscal years to a maximum of two (2) fiscal years accrual.

The District shall designate those classifications for which uniforms and/or boots shall be required. Human Resources shall maintain a list of classes for which uniforms and/or boots are required, and shall provide the initial list to the Union and a list to employees at the time of appointment. The District agrees to notify the Union in the event it intends to change to the list of classes or to the uniform items themselves. The Union may request, within ten (10) days of receipt of the notice, that the Labor/Management Committee be convened to discuss the proposed changes. The new or amended list of classes or uniform items will be provided to the Union and available to employees.

Whenever the District makes changes in the types of uniforms, uniform items and/or boots to be worn, the District shall provide reimbursement to cover any additional costs not covered by the annual reimbursement.

The District shall provide the annual uniform reimbursement during each fiscal year as provided below:

- 1. For Ranger classes ----- \$450
- 2. For all other classes ----- \$350

The District will also furnish Smocks to Chemists and Lab Technicians. Coveralls will be provided for Treatment Plant Maintenance Workers, Treatment Plant Operators, Welders and Auto Mechanics.

Uniforms are to be worn only in conjunction with employment.

It is the responsibility of the employee to purchase, maintain in good condition, and wear the appropriate District uniform/clothing that is required by the job.

The safety boot reimbursement will be provided for those employees in classifications which are required by the District to wear safety boots. Maintenance of safety boots (e.g., resoling) and accessory gear (e.g., insoles, laces) that comply

with the standards contained in this article may be submitted for reimbursement by the employee and shall count toward the annual boot allowance. Employees will be allowed to carryover their boot allowance into subsequent fiscal years to a maximum of a two (2) fiscal years accrual. The District shall provide the annual boot reimbursement during each fiscal year as provided below:

For Wildland Fire Suppression Classes*	-----	\$300
For All Other Classes**	-----	\$250

Although the General Industrial Safety Orders require that the height of the boots be six (6) inches in height, in order to provide greater safety for the employee’s ankles, the District shall require that the boots be eight (8) inches in height (the same standard as the U.S. Forest Service).

\* It shall be at the wildland fire suppression employee’s discretion to wear either the steel toed or non-steel toed boot when fighting fires. Regardless of which boot is selected, it must meet the requirements of the General Industrial Safety Orders in the California Code of Regulations for wildland fire fighting and the NFPA “Wildland Fire Personal Protective Gear Standards for Footwear.”

\*\* Safety boot criteria for all other classes are found in District Safety Policy No. S014 Personal Protective Equipment, Foot Protection.

Article 21. Automobile Use

21.1 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 Director.

21.2 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. District vehicles are not to be used for personal business and are to be operated only by District employees.

Article 22. No Strike

During the term of this MOU, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties or stoppage of work against the District or participate in sympathy strikes or honor picket lines where such action would cause a disruption of District services.

During the term of this MOU, the District agrees that it will not lock out employees.

Article 23. Prevailing Rights

All matters within the scope of meeting and conferring which have previously been in effect through policies, rules, regulations, ordinances or resolutions, which are not specifically modified or superseded by this MOU shall remain in full force and effect during the term of this MOU and are hereby incorporated therein as part of this MOU. However, the District may propose changes to such matters, and shall provide timely notice to the Union, and respond to requests from the Union to meet and confer on such proposed changes.

Article 24. Education and Training

24.1 Tuition Reimbursement

The District will reimburse tuition, books, Laboratory fees and examination fees in an amount of up to three thousand five hundred dollars (\$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 an employee may aspire. The written request for the cost reimbursement must be completed by the employee and approved by the Division Director and the Human Resource Manager before the course begins. In order to be reimbursed for educational cost, 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.

24.2 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 and the District General Manager. Reimbursement for all associated costs shall be in conformance with the District policy.

24.3 Mandatory Training

Whenever feasible, mandatory training shall be conducted on the employee's regular work schedule.

When it is not feasible to schedule mandatory training during the employee's regular work schedule, the District shall compensate the affected employee(s) at a minimum of two (2) hours of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel. This provision shall not apply to employees who attend a mandatory training preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

24.4 Mandatory Meetings

Whenever feasible, educational/operations meetings shall be conducted on the employees regular work schedule.

When it is not feasible to schedule educational/operations meetings during the employee's regular work schedule, the District shall compensate the affected employee(s) at a minimum of two (2) hours of pay at the overtime rate, and in addition one (1) hour at the overtime rate for travel. This provision shall not apply to employees who attend a mandatory meeting preceding or following their shift. However, those employees shall be entitled to overtime pursuant to Article 7.4.

Article 25. Job Descriptions

When the District revises a job description for a position represented by the Union, it will highlight the changes and send a copy to the Union and the employee(s) in that classification giving the Union and the employee(s) ten (10) working days for review and comment before the revised job description becomes effective.

When the District creates a new job description for a position represented by the Union, it will send a copy to the Union giving the Union ten (10) working days for review and comment before the new job description becomes effective.

Article 26. Clean Air Policy

Smoking and vaping are considered to be damaging to health; the purpose of this policy is to provide a smoke free environment in District locations.

(1) This policy applies to all District work locations and facilities. It applies to all employees, vendors and contractors conducting business at District locations, and to the general public.

(2) "Smoking" includes the exhaling or emitting of smoke from a pipe, cigar, cigarette, vape device, or e-cigarette, and the ignition, lighting, carrying, holding, or functioning of an ignited or lit pipe, cigar, cigarette, vape device, or e-cigarette.

(3) Smoking is prohibited in all enclosed District facilities. Employees may go outside to smoke, but only during normally scheduled breaks.

(4) Smoking is prohibited in all District vehicles.

(5) Individuals, especially supervisors, covered by this policy are expected to recognize the rights of non-smokers and smokers, and cooperate in applying the spirit and intent of this policy to the resolution of disputes concerning its provisions.

Article 27. Severability

If any Article or paragraph of this MOU shall be held to be invalid by law or action of a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and the parties shall enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such Article or paragraph.

Article 28. Full Understanding. Modification, Waiver

Except as specifically otherwise provided herein, it is agreed and understood that the District and the Union voluntarily and unqualifiedly waives their rights, and agrees that the other shall not be required, to meet and confer with respect to any subject or matter covered herein, during the term of this MOU. The foregoing shall not preclude the District and the Union from meeting and conferring at any time during the term of this MOU provided there is mutual agreement to meet and confer on any subject.

Article 29. Existing Laws

This MOU shall be subject to all applicable laws.

Article 30. Duration

This MOU shall be effective upon adoption by the District Board of Directors, except for those provisions of the MOU which have been assigned other effective dates, and shall remain in full force and effect to and including June 30, 2027.

[SIGNATURES ON NEXT PAGE



SIGNATURE PAGE

Marin Municipal Water District

\_\_\_\_\_  
By Monty Schmitt  
President, Board of Directors

\_\_\_\_\_  
By Ben Horenstein  
General Manager

\_\_\_\_\_  
By Vikkie Garay  
Human Resources Manager

SEIU Local 1021

\_\_\_\_\_  
By Aaron Burton  
Lead Field Representative, SEIU 1021

\_\_\_\_\_  
By David Canham  
Executive Director, SEIU 1021

\_\_\_\_\_  
By Mariette Shin  
Information Systems Analyst III

\_\_\_\_\_  
By Andrea Zanetti  
Field Director, SEIU 1021

\_\_\_\_\_  
By Suzanne Whelan  
Ecologist/Watershed Volunteer Coordinator

\_\_\_\_\_  
By Zachary Talbott  
Associate Engineer

\_\_\_\_\_  
By Augustin Gerena  
Landscape and Facilities Maintenance Coordinator

\_\_\_\_\_  
By Jules Bassermann  
Utility System Specialist

\_\_\_\_\_  
By Justin Turnham  
Corrosion Control Technician II

\_\_\_\_\_  
By Brett Pedisich  
Park Ranger II

\_\_\_\_\_  
By Jason Gooding  
Heavy Equipment Operator

# MONTHLY PAY SCALES

Section 8. Item #a.

**Marin Municipal Water District  
SEIU Monthly Pay Scales**

**Effective 7-3-23 (COLA)**

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk I	\$5,320	\$5,584	\$5,847	\$6,171	\$6,481
Account Clerk II	\$5,868	\$6,195	\$6,506	\$6,842	\$7,128
Account Clerk III	\$6,250	\$6,517	\$6,895	\$7,201	\$7,521
Accountant I	\$7,102	\$7,459	\$7,831	\$8,222	\$8,635
Accountant II	\$8,038	\$8,489	\$8,925	\$9,388	\$9,842
Accounting Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Administrative Analyst	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Administrative Assistant	\$6,807	\$7,155	\$7,457	\$7,896	\$8,245
Assistant Engineer	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assistant Engineer - Civil	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assistant Water Resources Specialist	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assitant Utility-Maintenance Worker	\$5,863	\$6,152	\$6,471	\$6,745	\$7,139
Associate Engineer	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Associate Engineer - Civil	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Associate Water Resources Specialist	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Automotive Mechanic I	\$6,220	\$6,483	\$6,859	\$7,165	\$7,483
Automotive Mechanic II	\$7,216	\$7,550	\$7,928	\$8,376	\$8,806
Backflow & Reclamation Specialist	\$7,624	\$8,022	\$8,444	\$8,889	\$9,358
Backflow & Reclamation Supervisor	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Business Systems Analyst I	\$8,268	\$8,631	\$9,020	\$9,441	\$9,916
Business Systems Analyst II	\$9,419	\$9,895	\$10,446	\$10,984	\$11,558
Business Systems Analyst III	\$10,358	\$10,880	\$11,492	\$12,083	\$12,711
Business Systems Support Technician	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Chemist I	\$7,888	\$8,260	\$8,677	\$9,163	\$9,636
Chemist II	\$9,003	\$9,509	\$10,000	\$10,515	\$11,027
Chief Mechanic	\$8,342	\$8,808	\$9,268	\$9,745	\$10,215
Communications Specialist	\$8,566	\$8,936	\$9,342	\$9,776	\$10,271
Construction Inspection Supervisor	\$10,794	\$11,399	\$11,984	\$12,610	\$13,220
Construction Inspector I	\$7,965	\$8,328	\$8,716	\$9,156	\$9,666
Construction Inspector II	\$9,073	\$9,579	\$10,070	\$10,596	\$11,110
Control Systems Administrator	\$10,963	\$11,513	\$12,087	\$12,692	\$13,328
Control Systems Specialist	\$10,050	\$10,567	\$11,078	\$11,615	\$12,167
Control Systems/Corrosion Control Supv	\$11,279	\$11,910	\$12,526	\$13,172	\$13,810
Controls Technician I	\$7,769	\$8,122	\$8,502	\$8,931	\$9,429
Controls Technician II	\$8,770	\$9,264	\$9,741	\$10,247	\$10,746
Corrosion Control Supervisor	\$9,802	\$10,292	\$10,807	\$11,347	\$11,914
Corrosion Control Technician I	\$7,835	\$8,176	\$8,545	\$8,944	\$9,395
Corrosion Control Technician II	\$8,922	\$9,370	\$9,896	\$10,405	\$10,945
Customer Service Field Inspector	\$6,247	\$6,612	\$6,898	\$7,209	\$7,543
Customer Service Representative I	\$5,030	\$5,282	\$5,529	\$5,835	\$6,127
Customer Service Representative II	\$5,847	\$6,167	\$6,478	\$6,811	\$7,098
Customer Service Representative III	\$6,247	\$6,612	\$6,898	\$7,209	\$7,543
Customer Service Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Distribution System Operator	\$8,023	\$8,371	\$8,750	\$9,157	\$9,619
Distribution System Operator Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Distribution System Operator Trainee	\$7,294	\$7,608	\$7,955	\$8,324	\$8,746

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Ecologist I	\$7,791	\$8,158	\$8,570	\$9,048	\$9,514
Ecologist II	\$8,992	\$9,498	\$9,988	\$10,507	\$11,020
Engineering Aide	\$6,420	\$6,693	\$7,081	\$7,397	\$7,727
Engineering Technician	\$7,356	\$7,684	\$8,025	\$8,401	\$8,824
Engineering Technician Supv - Records	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Engineering Technician- DevSvc Supervisor	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Environmental Compliance Specialist	\$9,367	\$9,835	\$10,327	\$10,844	\$11,385
Field Supervisor	\$9,910	\$10,369	\$10,895	\$11,501	\$12,095
Heavy Equipment Operator	\$7,479	\$7,816	\$8,181	\$8,593	\$9,076
Information Systems Analyst I	\$8,268	\$8,631	\$9,020	\$9,441	\$9,916
Information Systems Analyst II	\$9,419	\$9,895	\$10,446	\$10,984	\$11,558
Information Systems Analyst III	\$10,358	\$10,880	\$11,492	\$12,083	\$12,711
Information Systems Analyst Supervisor	\$11,912	\$12,515	\$13,215	\$13,895	\$14,618
Junior Engineer	\$7,999	\$8,396	\$8,870	\$9,331	\$9,810
Laboratory Technician	\$7,413	\$7,761	\$8,153	\$8,610	\$9,058
Landscape and Facilities Maintenance Coordinator	\$7,943	\$8,340	\$8,757	\$9,195	\$9,656
Land Surveyor	\$9,324	\$9,804	\$10,318	\$10,817	\$11,318
Maintenance Crew Leader	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Maintenance Worker I	\$6,466	\$6,739	\$7,136	\$7,443	\$7,782
Maintenance Worker II	\$7,137	\$7,444	\$7,784	\$8,150	\$8,560
Mechanical & Electrical Maint Worker I	\$7,045	\$7,344	\$7,771	\$8,113	\$8,478
Mechanical & Electrical Maint Worker II	\$7,893	\$8,232	\$8,604	\$9,006	\$9,458
Mechanical & Electrical Maint Worker III	\$8,261	\$8,638	\$9,039	\$9,495	\$10,027
Mechanical & Electrical Maint Worker IV	\$9,214	\$9,640	\$10,129	\$10,696	\$11,246
Mechanical & Electrical Maintenance Plan	\$9,672	\$10,124	\$10,633	\$11,229	\$11,806
Mechanical & Electrical Operations Supv	\$10,963	\$11,513	\$12,087	\$12,692	\$13,328
Meter Operations Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Meter Reader and Repair Worker I	\$5,944	\$6,296	\$6,565	\$6,862	\$7,182
Meter Reader and Repair Worker II	\$6,680	\$7,069	\$7,376	\$7,711	\$8,070
Meter Service Technician	\$7,624	\$8,022	\$8,444	\$8,889	\$9,358
Natural Resources Technician	\$4,140	\$4,454	\$4,778		
Office Assistant II	\$5,355	\$5,615	\$5,889	\$6,167	\$6,513
Park Ranger I	\$6,338	\$6,621	\$6,914	\$7,238	\$7,603
Park Ranger II	\$7,356	\$7,683	\$8,025	\$8,404	\$8,824
Project Coordinator	\$7,530	\$7,918	\$8,306	\$8,803	\$9,247
Real Property Agent	\$8,628	\$9,116	\$9,585	\$10,079	\$10,568
Safety & Technical Training Specialist	\$8,418	\$8,808	\$9,254	\$9,771	\$10,277
Senior Administrative Assistant	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Senior Buyer	\$7,855	\$8,195	\$8,568	\$8,965	\$9,415
Senior Chemist	\$9,727	\$10,273	\$10,804	\$11,357	\$11,909
Senior Communications Specialist	\$9,422	\$9,830	\$10,277	\$10,754	\$11,298
Senior Construction Inspector	\$9,589	\$10,093	\$10,627	\$11,185	\$11,775
Senior Customer Service Representative	\$7,546	\$7,925	\$8,368	\$8,798	\$9,259
Senior Drafting Tech-CAD System Spec	\$8,712	\$9,153	\$9,664	\$10,163	\$10,690
Senior Engineer I	\$11,572	\$12,128	\$12,722	\$13,338	\$14,008
Senior Engineering Technician	\$7,988	\$8,386	\$8,804	\$9,245	\$9,707
Senior Engineering Technician - Fac Des	\$7,988	\$8,386	\$8,804	\$9,245	\$9,707
Senior Heavy Equipment Operator	\$7,516	\$7,864	\$8,261	\$8,725	\$9,174
Senior Meter Reader and Repair Worker	\$7,105	\$7,522	\$7,851	\$8,207	\$8,586
Senior Park Ranger	\$7,957	\$8,310	\$8,680	\$9,088	\$9,545

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Supv Facilities Maint & Special Projects	\$9,989	\$10,500	\$11,011	\$11,544	\$12,095
Treatment Plant Trainee I	\$7,089	\$7,406	\$7,733	\$8,098	\$8,503
Treatment Plant Trainee II	\$7,734	\$8,097	\$8,505	\$8,984	\$9,451
Treatment Plant/System Operator III	\$8,505	\$8,984	\$9,449	\$9,931	\$10,415
Treatment Plant/System Operator IV	\$8,931	\$9,433	\$9,920	\$10,430	\$10,939
Utility Crew Leader	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Utility System Specialist	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Utility Worker I	\$6,466	\$6,739	\$7,136	\$7,443	\$7,782
Utility Worker II	\$7,137	\$7,444	\$7,784	\$8,150	\$8,560
Warehouse Worker I	\$6,152	\$6,413	\$6,789	\$7,081	\$7,401
Warehouse Worker II	\$6,914	\$7,217	\$7,542	\$7,896	\$8,294
Water Conservation Specialist I	\$7,526	\$7,849	\$8,303	\$8,668	\$9,058
Water Conservation Specialist II	\$8,566	\$8,936	\$9,342	\$9,776	\$10,271
Water Conservation Specialist III	\$8,972	\$9,377	\$9,815	\$10,310	\$10,886
Water Conservation Specialist Supervisor	\$10,178	\$10,640	\$11,134	\$11,696	\$12,350
Water Quality Field Supervisor	\$9,378	\$9,908	\$10,422	\$10,955	\$11,485
Water Quality Technician	\$8,040	\$8,401	\$8,771	\$9,186	\$9,648
Water System Technician	\$7,998	\$8,345	\$8,719	\$9,126	\$9,585
Water Treatment Plant Supervisor	\$10,702	\$11,238	\$11,800	\$12,389	\$13,007
Watershed Maintenance Supervisor	\$9,856	\$10,352	\$10,932	\$11,496	\$12,094
Watershed Volunteer Coordinator	\$7,791	\$8,158	\$8,570	\$9,048	\$9,514
Welder/Fabricator	\$8,223	\$8,605	\$9,042	\$9,545	\$10,038

**Effective 11-7-23**

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Chemist	\$10,702	\$11,238	\$11,800	\$12,389	\$13,007

**Effective 12-4-23**

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Distribution System Operator	\$8,424	\$8,790	\$9,188	\$9,615	\$10,100

APPENDIX B – COMPARABLE AGENCIES

- Alameda County / Zone 7
- Alameda County Water District
- Central Marin Sanitation District
- City of Palo Alto
- City of Petaluma
- City of Richmond
- City of San Rafael
- City of Santa Rosa
- City of Vallejo
- Contra Costa County
- Contra Costa Water District
- Dublin / San Ramon Water District
- East Bay Municipal Utility District
- Marin County
- North Marin Water District
- San Francisco Public Utility District
- Santa Clara Valley Water District
- Sonoma County / Sonoma County Water Agency

Special Districts for Ranger classification:

- California State Parks
- Mid-Pen Open Space
- East Bay Regional Parks

**RESOLUTION NO.**

**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

Marin Municipal Water District  
Resolution No.  
Page 2

- 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

- 4. That sitting members of the Board of Directors are eligible to receive medical and dental benefits pursuant to this resolution; and
- 5. 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,

Marin Municipal Water District  
Resolution No.  
Page 5

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 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:

Years of Credited Service with the District	District's Payment Percentage of Premium Cost for Retired Employee	District's Payment Percentage of Premium Cost for Retired Employee's Spouse
<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.

Marin Municipal Water District  
Resolution No.  
Page 8

**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.

Marin Municipal Water District  
Resolution No.  
Page 9

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.

Marin Municipal Water District  
Resolution No.  
Page 10

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 |

Marin Municipal Water District  
Resolution No.  
Page 11

(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



Marin Municipal Water District  
Resolution No.  
Page 12

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.

Marin Municipal Water District  
Resolution No.  
Page 13

**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

Marin Municipal Water District  
Resolution No.  
Page 16

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

Marin Municipal Water District  
Resolution No.  
Page 17

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:

Marin Municipal Water District  
Resolution No.  
Page 18

- 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.



Marin Municipal Water District  
Resolution No.  
Page 20

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.

Marin Municipal Water District  
Resolution No.  
Page 24

**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.

**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 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.

**AYES:**

**NOES:**

**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
**Secretary**

RESOLUTION NO.

**RESOLUTION OF THE BOARD OF DIRECTORS  
APPROVING THE PAYMENT AND REPORTING THE VALUE OF SUCH PAYMENT ON THE  
EMPLOYER PAID MEMBER CONTRIBUTIONS**

**WHEREAS**, the governing body of the Marin Municipal Water District (District) has the authority to implement Government Code Section 20691;

**WHEREAS**, the governing body of the District has a written labor policy or agreement, which specifically provides for a portion of the normal member contributions to be paid by the employer;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the District of a Resolution to commence said Employer Paid Member Contributions (EPMC);

**WHEREAS**, on June 2, 2015, the Board adopted Resolution No. 8349 for the purpose of implementing the current EPMC;

**WHEREAS**, the governing body of the District has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Division Directors group and the District General Counsel, except any employees deemed “New Members” as that term is defined in the California Public Employees’ Pension Reform Act of 2013, and pursuant to the terms set forth below;
- Effective November 20, 2023, the benefit shall consist of paying 3.75% of the normal member contribution as EPMC;
- Effective July 1, 2024, the benefit shall consist of paying 2.5% of the normal member contribution as EPMC;
- Effective July 1, 2025, the benefit shall consist of paying 1.25% of the normal member contribution as EPMC;
- Effective July 1, 2026, the benefit shall consist of paying 0% of the normal member contribution as EPMC; and
- The effective date of this Resolution shall be November 7, 2023

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the District elects to pay EPMC, as set forth above.

**BE IT FURTHER RESOLVED** that this Resolution shall remain in effect until subsequently changed by the District Board of Directors.

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS  
APPROVING THE PAYMENT AND REPORTING THE VALUE OF SUCH PAYMENT ON THE  
EMPLOYER PAID MEMBER CONTRIBUTIONS

**BE IT FURTHER RESOLVED** that upon adoption this Resolution shall supersede Resolution No. 8349 in its entirety.

**PASSED AND ADOPTED** by the governing body of the District this 7<sup>th</sup> Day of November, 2023.

By: \_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

**SECOND AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT OF BENNETT HORENSTEIN AS  
GENERAL MANAGER OF THE MARIN MUNICIPAL WATER DISTRICT**

This Second Amendment (“Amendment”) is made by and between Bennett Horenstein as General Manager (“General Manager”) and the Marin Municipal Water District as employer (“District”) to amend the At-Will Employment Agreement of Bennett Horenstein as General Manager of the Marin Municipal Water District made effective as of December 2, 2018 (“Employment Agreement”) and as previously amended. This Second Amendment shall be effective as of November 7, 2023.

**RECITALS**

- A. The District and the General Manager entered into the Employment Agreement to set forth the terms and conditions of employment for the General Manager in service of the District.
- B. On April 5, 2022, the District Board of Directors approved a First Amendment to the Employment Agreement to extend the term for three (3) additional years, through December 2, 2026.
- C. The parties now desire to execute this Second Amendment to the Agreement to revise the terms and conditions of the General Manager’s employment.

**AGREEMENT**

- 1. **Subsection 1 of Section 2 (D) entitled “Base Salary” of the Employment Agreement is hereby amended to read as follows:**

Provided that an evaluation occurred in the immediately preceding fiscal year and the General Manager’s performance was thereby deemed satisfactory, the General Manager’s Base Salary as defined in section 2(D), shall be increased annually on July 1<sup>st</sup> of each fiscal year, starting on July 1, 2020 through July 1, 2023, respectively by a percentage change equivalent to the positive change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI”) as determined by the Department of Industrial Relations for the calendar year immediately preceding this adjustment.

Effective the first full pay period following July 1, 2024 and, annually thereafter, on each first full pay period following July 1<sup>st</sup>, if an evaluation occurs in the immediate preceding fiscal year and the General Manager’s performance was thereby deemed satisfactory, the General Manager’s Base Salary as defined in section 2 (D), shall be increased by a percentage equivalent to the positive 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 total annual salary as calculated herein shall be paid as compensation for services rendered, payable in accordance with the District's regular payroll procedures. The term "Base Salary" as used in this Agreement means the annual compensation specified in this Section 2(D) for services rendered.

**2. Section 2 (G) of the Employment Agreement entitled "CalPERS Retirement" is hereby amended to read as follows:**

G. CalPERS Retirement. The General Manager is a local "new" member of the California Public Employees Retirement System ("CalPERS"). The retirement benefit formula to be received by the General Manager shall be in accordance with the provisions of CalPERS and District policy consistent with CalPERS. The District shall not pay any portion of the mandatory employee contribution for the General Manager.

**3. Section 2 (H) of the Employment Agreement entitled "Benefits" is hereby amended to read as follows:**

H. Benefits. In addition to Base Salary and inclusion in CalPERS, and except as explicitly stated below, the General Manager shall receive the same benefits as those provided to District Division Directors by resolution of the District Board of Directors, and as they may be amended from time to time. For ease of reference. The current benefit resolution (No. \_\_\_\_ ) is attached.

1. Vacation. The General Manager shall receive four weeks of vacation per year. Accrual shall be in equal measure per pay period, annually totaling 160 hours. Vacation time cannot be accrued in excess of 500 hours. After one year of employment, the General Manager may annually request to cash-in up to eighty (80) hours of vacation time to be accrued in the coming year, as long as a minimum accrued vacation balance of at least eighty (80) hours would remain after the cash-in. The General Manager shall receive a one-time, lump sum, vacation credit of eighty (80) hours which shall be "banked" and immediately available for use upon the Commencement Date. The Board prefers that the General Manager take no more than two consecutive weeks of vacation at a time. Vacations of more than two consecutive weeks shall be subject to advance approval by the Board.

2. Sick Leave. Upon the Commencement Date, the General Manager shall receive an advance of 240 hours of "banked" sick leave, which he may use immediately. The General Manager shall accrue sick leave thereafter in the same manner and at the same rate as District Division Managers (current accrual rate is 120 hours per calendar year). Over the first two years of employment the General Manager shall offset the 240 hours of "banked" sick leave with 240 hours of accrued sick leave. Thereafter, the General Manager will begin to accrue additional hours of sick leave over and above 240 hours. Sick leave benefits for Division Manager level employees, and by extension for the General Manager, are subject to modification by the Board at any time, and shall not be deemed to be vested except as otherwise provided by law.

3. Administrative Leave. The General Manager shall receive forty (40) hours of administrative leave per calendar year beginning January 1, 2019.

4. Vehicle. In lieu of a car allowance, the General Manager shall have access to a District vehicle for commuting and undertaking the District's business. Any personal use of the District's vehicle shall be reported as a taxable fringe benefit in accordance with IRS rules and regulations and District policy. The District shall provide the General Manager with a vehicle within the five (5) business days of the Commencement Date.

- 4. **Exhibit B to the Employment Agreement entitled "Benefit Summary" is hereby deleted in its entirety.**
- 5. **Except as set forth in the First and Second Amendments, all terms and conditions in the Employment Agreement shall remain unchanged and in full force and effect.**

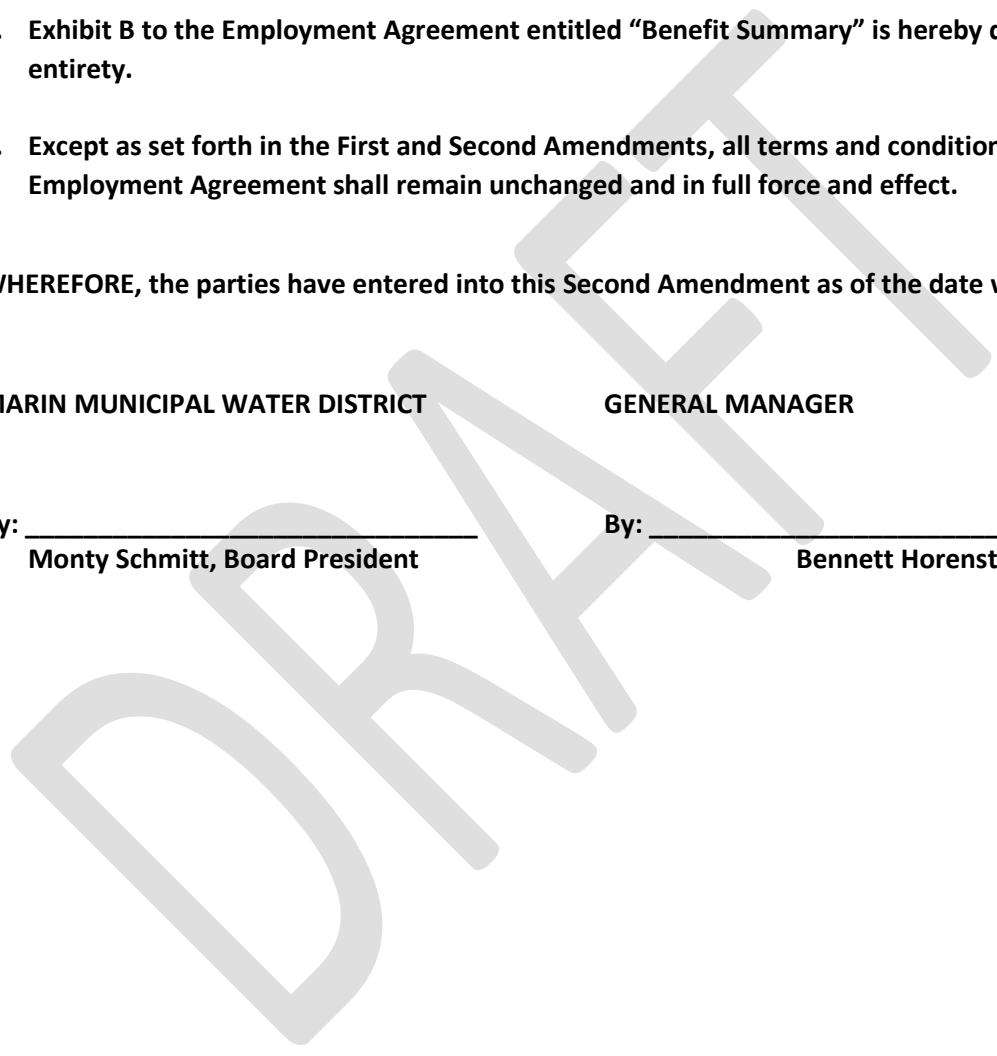
**WHEREFORE, the parties have entered into this Second Amendment as of the date written above.**

**MARIN MUNICIPAL WATER DISTRICT**

**GENERAL MANAGER**

By: \_\_\_\_\_  
**Monty Schmitt, Board President**

By: \_\_\_\_\_  
**Bennett Horenstein**



**SECOND AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT OF MOLLY L. MACLEAN AS GENERAL COUNSEL OF THE MARIN MUNICIPAL WATER DISTRICT**

This amendment (“Second Amendment”) is made by and between Molly L. MacLean as General Counsel (“General Counsel”) and the Marin Municipal Water District as employer (“District”) to amend the At-Will Employment Agreement of Molly L. MacLean as General Counsel of the Marin Municipal Water District made effective as of October 12, 2020 (“Agreement”) and as previously amended. This Second Amendment shall be effective as of November 7, 2023.

**RECITALS**

- A. The District and the General Counsel entered into the Agreement to set forth the terms and conditions of employment for the General Counsel in service of the District.
- B. On March 21, 2023, the District Board of Directors approved a First Amendment to the Agreement to extend the term for three (3) additional years, through October 12, 2026.
- C. The parties now desire to execute this Second Amendment to the Agreement to revise the terms and conditions of the General Counsel’s employment.

**AGREEMENT**

- 1. **Subsection 1 of Section 2 (D) entitled “Base Salary” of the Agreement is hereby amended to read as follows:**

Provided that the evaluation occurred in the immediate preceding fiscal year and the General Counsel’s performance was thereby deemed satisfactory, the General Counsel’s base salary as defined in section 2(D), shall be increased annually on July 1st of 2022 and 2023 respectively by a percentage change equivalent to the positive change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI”) as determined by the Department of Industrial Relations for the calendar year immediately preceding this adjustment.

Effective the first full pay period following July 1, 2024 and, annually thereafter, on each first full pay period following July 1<sup>st</sup>, if an evaluation occurs in the immediate preceding fiscal year and the General Counsel’s performance was thereby deemed satisfactory, the General Counsel’s base salary as defined in section 2 (D), shall be increased by a percentage equivalent to the positive 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 total annual salary as calculated herein shall be paid as compensation for services rendered, payable in accordance with the District’s regular payroll procedures. The term “base

salary” as used in this Agreement means the annual compensation specified in this Section 2(D) for services rendered.

**2. Section 2 (F) of the Agreement entitled “CalPERS Retirement” is hereby amended to read as follows:**

F. CalPERS Retirement. The General Counsel is a local classic member of the California Public Employees Retirement System (“CalPERS”). The retirement benefit formula to be received by the General Counsel shall be in accordance with the provisions of CalPERS and District policy consistent with CalPERS. The District previously paid 5% of the employer contribution portion of General Counsel’s CalPERS benefits, which will be reduced as follows.

Effective November 20, 2023, the District shall pay 3.75% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2024, the District shall pay 2.5% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2025, the District shall pay 1.25% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2026, the District shall pay no portion of the employer contribution portion of General Counsel’s CalPERS benefits.

The General Counsel shall receive a 1.25% increase to the Base Salary in Section 2(D) on the following dates: November 20, 2023, on July 1, 2024, on July 1, 2025, and on July 1, 2026. These salary adjustments shall be additive to any salary increases provided in Section 2(D)(1). For example, if the salary increase provided pursuant to Section 2(D)(1) is 2% on July 1<sup>st</sup>, the General Counsel would receive a 3.25% increase.

**3. Section 2 (G) entitled “Benefits” is hereby amended to read as follows:**

G. Benefits. In addition to Base Salary and inclusion in CalPERS, and except as explicitly stated below, the General Counsel shall receive the same benefits as those provided to District Division Directors by resolution of the District Board of Directors, and as they may be amended from time to time. For ease of reference, the current benefit resolution (No. \_\_\_.) is attached.

1. Vacation. The General Counsel shall receive four (4) weeks of vacation per year. Accrual of vacation time shall be in equal measure per pay period, totaling one hundred sixty (160) hours annually. Vacation time cannot be accrued in excess of five hundred (500) hours. After one (1) year of employment, the General Counsel may make an annual request to cash-in up to eighty (80) hours of vacation time to be accrued in the coming year, as long as a minimum accrued vacation balance of at least eighty (80) hours would remain after the cash-in. The General Counsel shall receive a one-time, lump sum, vacation credit of eighty (80) hours which shall be “banked” and immediately available for use upon the Commencement Date. The Board prefers that the General Counsel take no more than three (3) consecutive weeks of vacation at a time. Vacations of more than three (3) consecutive weeks shall be approved in advance by the Board.

2. Sick Leave. Upon the Commencement Date, the General Counsel shall receive an advance of two hundred forty (240) hours of “banked” sick leave, which may be used immediately. Thereafter, the General Counsel shall accrue sick leave at an annual rate of

one hundred twenty (120) hours per calendar year. During the first two (2) years of employment, the General Counsel shall offset the two hundred forty (240) hours of “banked” sick leave with two hundred forty (240) hours of accrued sick leave. Thereafter, the General Counsel may begin to accrue additional hours of sick leave, at the same rate as District Division Directors, over and above two hundred (240) hours. Sick leave benefits for District Division Director-level employees, and for the General Counsel, are subject to modification by the Board at any time without requiring a written amendment to this Agreement, and shall not be deemed to be vested except as otherwise provided by law.

3. Administrative Leave. The General Counsel shall receive forty (40) hours of administrative leave per calendar year beginning January 1, 2021.

- 4. **Exhibit B to the Agreement entitled “Benefit Summary” is hereby deleted in its entirety.**
- 5. **Except as set forth in the First and Second Amendments, all terms and conditions in the Agreement shall remain unchanged and in full force and effect.**

**WHEREFORE, the parties have entered into this Second Amendment as of the date written above.**

**MARIN MUNICIPAL WATER DISTRICT**

**GENERAL COUNSEL**

By: \_\_\_\_\_  
**Monty Schmitt, Board President**

By: \_\_\_\_\_  
**Molly MacLean**

**Marin Municipal Water District  
SEIU Monthly Pay Scales**

**Effective 7-3-23 (COLA)**

<b>POSITION TITLE - SEIU</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Account Clerk I	\$5,320	\$5,584	\$5,847	\$6,171	\$6,481
Account Clerk II	\$5,868	\$6,195	\$6,506	\$6,842	\$7,128
Account Clerk III	\$6,250	\$6,517	\$6,895	\$7,201	\$7,521
Accountant I	\$7,102	\$7,459	\$7,831	\$8,222	\$8,635
Accountant II	\$8,038	\$8,489	\$8,925	\$9,388	\$9,842
Accounting Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Administrative Analyst	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Administrative Assistant	\$6,807	\$7,155	\$7,457	\$7,896	\$8,245
Assistant Engineer	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assistant Engineer - Civil	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assistant Water Resources Specialist	\$9,326	\$9,804	\$10,284	\$10,781	\$11,295
Assitant Utility-Maintenance Worker	\$5,863	\$6,152	\$6,471	\$6,745	\$7,139
Associate Engineer	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Associate Engineer - Civil	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Associate Water Resources Specialist	\$10,780	\$11,292	\$11,837	\$12,420	\$13,021
Automotive Mechanic I	\$6,220	\$6,483	\$6,859	\$7,165	\$7,483
Automotive Mechanic II	\$7,216	\$7,550	\$7,928	\$8,376	\$8,806
Backflow & Reclamation Specialist	\$7,624	\$8,022	\$8,444	\$8,889	\$9,358
Backflow & Reclamation Supervisor	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Business Systems Analyst I	\$8,268	\$8,631	\$9,020	\$9,441	\$9,916
Business Systems Analyst II	\$9,419	\$9,895	\$10,446	\$10,984	\$11,558
Business Systems Analyst III	\$10,358	\$10,880	\$11,492	\$12,083	\$12,711
Business Systems Support Technician	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Chemist I	\$7,888	\$8,260	\$8,677	\$9,163	\$9,636
Chemist II	\$9,003	\$9,509	\$10,000	\$10,515	\$11,027
Chief Mechanic	\$8,342	\$8,808	\$9,268	\$9,745	\$10,215
Communications Specialist	\$8,566	\$8,936	\$9,342	\$9,776	\$10,271
Construction Inspection Supervisor	\$10,794	\$11,399	\$11,984	\$12,610	\$13,220
Construction Inspector I	\$7,965	\$8,328	\$8,716	\$9,156	\$9,666
Construction Inspector II	\$9,073	\$9,579	\$10,070	\$10,596	\$11,110
Control Systems Administrator	\$10,963	\$11,513	\$12,087	\$12,692	\$13,328
Control Systems Specialist	\$10,050	\$10,567	\$11,078	\$11,615	\$12,167
Control Systems/Corrosion Control Supv	\$11,279	\$11,910	\$12,526	\$13,172	\$13,810
Controls Technician I	\$7,769	\$8,122	\$8,502	\$8,931	\$9,429
Controls Technician II	\$8,770	\$9,264	\$9,741	\$10,247	\$10,746
Corrosion Control Supervisor	\$9,802	\$10,292	\$10,807	\$11,347	\$11,914
Corrosion Control Technician I	\$7,835	\$8,176	\$8,545	\$8,944	\$9,395
Corrosion Control Technician II	\$8,922	\$9,370	\$9,896	\$10,405	\$10,945
Customer Service Field Inspector	\$6,247	\$6,612	\$6,898	\$7,209	\$7,543
Customer Service Representative I	\$5,030	\$5,282	\$5,529	\$5,835	\$6,127
Customer Service Representative II	\$5,847	\$6,167	\$6,478	\$6,811	\$7,098
Customer Service Representative III	\$6,247	\$6,612	\$6,898	\$7,209	\$7,543
Customer Service Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Distribution System Operator	\$8,023	\$8,371	\$8,750	\$9,157	\$9,619
Distribution System Operator Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Distribution System Operator Trainee	\$7,294	\$7,608	\$7,955	\$8,324	\$8,746

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Ecologist I	\$7,791	\$8,158	\$8,570	\$9,048	\$9,514
Ecologist II	\$8,992	\$9,498	\$9,988	\$10,507	\$11,020
Engineering Aide	\$6,420	\$6,693	\$7,081	\$7,397	\$7,727
Engineering Technician	\$7,356	\$7,684	\$8,025	\$8,401	\$8,824
Engineering Technician Supv - Records	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Engineering Technician- DevSvc Supervisor	\$8,614	\$9,094	\$9,570	\$10,058	\$10,547
Environmental Compliance Specialist	\$9,367	\$9,835	\$10,327	\$10,844	\$11,385
Field Supervisor	\$9,910	\$10,369	\$10,895	\$11,501	\$12,095
Heavy Equipment Operator	\$7,479	\$7,816	\$8,181	\$8,593	\$9,076
Information Systems Analyst I	\$8,268	\$8,631	\$9,020	\$9,441	\$9,916
Information Systems Analyst II	\$9,419	\$9,895	\$10,446	\$10,984	\$11,558
Information Systems Analyst III	\$10,358	\$10,880	\$11,492	\$12,083	\$12,711
Information Systems Analyst Supervisor	\$11,912	\$12,515	\$13,215	\$13,895	\$14,618
Junior Engineer	\$7,999	\$8,396	\$8,870	\$9,331	\$9,810
Laboratory Technician	\$7,413	\$7,761	\$8,153	\$8,610	\$9,058
Landscape and Facilities Maintenance Coordinator	\$7,943	\$8,340	\$8,757	\$9,195	\$9,656
Land Surveyor	\$9,324	\$9,804	\$10,318	\$10,817	\$11,318
Maintenance Crew Leader	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Maintenance Worker I	\$6,466	\$6,739	\$7,136	\$7,443	\$7,782
Maintenance Worker II	\$7,137	\$7,444	\$7,784	\$8,150	\$8,560
Mechanical & Electrical Maint Worker I	\$7,045	\$7,344	\$7,771	\$8,113	\$8,478
Mechanical & Electrical Maint Worker II	\$7,893	\$8,232	\$8,604	\$9,006	\$9,458
Mechanical & Electrical Maint Worker III	\$8,261	\$8,638	\$9,039	\$9,495	\$10,027
Mechanical & Electrical Maint Worker IV	\$9,214	\$9,640	\$10,129	\$10,696	\$11,246
Mechanical & Electrical Maintenance Plan	\$9,672	\$10,124	\$10,633	\$11,229	\$11,806
Mechanical & Electrical Operations Supv	\$10,963	\$11,513	\$12,087	\$12,692	\$13,328
Meter Operations Supervisor	\$9,566	\$10,044	\$10,544	\$11,073	\$11,627
Meter Reader and Repair Worker I	\$5,944	\$6,296	\$6,565	\$6,862	\$7,182
Meter Reader and Repair Worker II	\$6,680	\$7,069	\$7,376	\$7,711	\$8,070
Meter Service Technician	\$7,624	\$8,022	\$8,444	\$8,889	\$9,358
Natural Resources Technician	\$4,140	\$4,454	\$4,778		
Office Assistant II	\$5,355	\$5,615	\$5,889	\$6,167	\$6,513
Park Ranger I	\$6,338	\$6,621	\$6,914	\$7,238	\$7,603
Park Ranger II	\$7,356	\$7,683	\$8,025	\$8,404	\$8,824
Project Coordinator	\$7,530	\$7,918	\$8,306	\$8,803	\$9,247
Real Property Agent	\$8,628	\$9,116	\$9,585	\$10,079	\$10,568
Safety & Technical Training Specialist	\$8,418	\$8,808	\$9,254	\$9,771	\$10,277
Senior Administrative Assistant	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Senior Buyer	\$7,855	\$8,195	\$8,568	\$8,965	\$9,415
Senior Chemist	\$9,727	\$10,273	\$10,804	\$11,357	\$11,909
Senior Communications Specialist	\$9,422	\$9,830	\$10,277	\$10,754	\$11,298
Senior Construction Inspector	\$9,589	\$10,093	\$10,627	\$11,185	\$11,775
Senior Customer Service Representative	\$7,546	\$7,925	\$8,368	\$8,798	\$9,259
Senior Drafting Tech-CAD System Spec	\$8,712	\$9,153	\$9,664	\$10,163	\$10,690
Senior Engineer I	\$11,572	\$12,128	\$12,722	\$13,338	\$14,008
Senior Engineering Technician	\$7,988	\$8,386	\$8,804	\$9,245	\$9,707
Senior Engineering Technician - Fac Des	\$7,988	\$8,386	\$8,804	\$9,245	\$9,707
Senior Heavy Equipment Operator	\$7,516	\$7,864	\$8,261	\$8,725	\$9,174
Senior Meter Reader and Repair Worker	\$7,105	\$7,522	\$7,851	\$8,207	\$8,586
Senior Park Ranger	\$7,957	\$8,310	\$8,680	\$9,088	\$9,545

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Supv Facilities Maint & Special Projects	\$9,989	\$10,500	\$11,011	\$11,544	\$12,095
Treatment Plant Trainee I	\$7,089	\$7,406	\$7,733	\$8,098	\$8,503
Treatment Plant Trainee II	\$7,734	\$8,097	\$8,505	\$8,984	\$9,451
Treatment Plant/System Operator III	\$8,505	\$8,984	\$9,449	\$9,931	\$10,415
Treatment Plant/System Operator IV	\$8,931	\$9,433	\$9,920	\$10,430	\$10,939
Utility Crew Leader	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Utility System Specialist	\$8,328	\$8,713	\$9,154	\$9,665	\$10,164
Utility Worker I	\$6,466	\$6,739	\$7,136	\$7,443	\$7,782
Utility Worker II	\$7,137	\$7,444	\$7,784	\$8,150	\$8,560
Warehouse Worker I	\$6,152	\$6,413	\$6,789	\$7,081	\$7,401
Warehouse Worker II	\$6,914	\$7,217	\$7,542	\$7,896	\$8,294
Water Conservation Specialist I	\$7,526	\$7,849	\$8,303	\$8,668	\$9,058
Water Conservation Specialist II	\$8,566	\$8,936	\$9,342	\$9,776	\$10,271
Water Conservation Specialist III	\$8,972	\$9,377	\$9,815	\$10,310	\$10,886
Water Conservation Specialist Supervisor	\$10,178	\$10,640	\$11,134	\$11,696	\$12,350
Water Quality Field Supervisor	\$9,378	\$9,908	\$10,422	\$10,955	\$11,485
Water Quality Technician	\$8,040	\$8,401	\$8,771	\$9,186	\$9,648
Water System Technician	\$7,998	\$8,345	\$8,719	\$9,126	\$9,585
Water Treatment Plant Supervisor	\$10,702	\$11,238	\$11,800	\$12,389	\$13,007
Watershed Maintenance Supervisor	\$9,856	\$10,352	\$10,932	\$11,496	\$12,094
Watershed Volunteer Coordinator	\$7,791	\$8,158	\$8,570	\$9,048	\$9,514
Welder/Fabricator	\$8,223	\$8,605	\$9,042	\$9,545	\$10,038

**Effective 11-7-23**

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Chemist	\$10,702	\$11,238	\$11,800	\$12,389	\$13,007

**Effective 12-4-23**

POSITION TITLE - SEIU	Step 1	Step 2	Step 3	Step 4	Step 5
Distribution System Operator	\$8,424	\$8,790	\$9,188	\$9,615	\$10,100



**Marin Municipal Water District  
Hourly Pay Scales**

**Effective 7-3-23**

<b>POSITION TITLE - HOURLY</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Control Systems Administrator - Ret. Ann.	\$ 76.89		
Director of Engineering - Ret. Ann.	\$ 124.34		
Engineering Intern and Water Quality Intern	\$ 30.00		
Information Systems Analyst - Ret. Ann.	\$ 73.35		
Intern (all other interns including Water Sampling)	\$ 25.00		
Law Clerk -Temporary	\$ 54.00		
Public Information Rep - Ret. Ann.	\$ 52.50		
Special Assignment-Blog Writer	\$ 73.35		
Summer Helper	\$ 22.00		
Water Efficiency Technician Intern	\$ 23.88	\$ 25.70	\$ 27.56
Watershed Aide	\$ 23.88	\$ 25.70	\$ 27.56

**Effective 11-20-23**

<b>POSITION TITLE - HOURLY</b>	<b>Step 1</b>
Director of Engineering - Ret. Ann.	\$ 125.89

**Marin Municipal Water District  
Confidential Monthly Pay Scales**

**Effective 7-3-23 (COLA)**

<b>POSITION TITLE - CONFIDENTIAL</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Administrative Assistant - Confidential	\$6,980	\$7,340	\$7,646	\$8,095	\$8,454
Administrative/Legal Support Specialist	\$7,796	\$8,158	\$8,570	\$9,048	\$9,514
Board Secretary	\$9,171	\$9,584	\$10,030	\$10,534	\$11,126
Business Systems Analyst Confidential I	\$8,268	\$8,631	\$9,020	\$9,441	\$9,916
Business Systems Analyst Confidential II	\$9,419	\$9,895	\$10,446	\$10,984	\$11,558
Business Systems Analyst Conf III	\$10,358	\$10,880	\$11,492	\$12,083	\$12,711
Executive Assistant to the GM	\$9,171	\$9,584	\$10,030	\$10,534	\$11,126
Finance Analyst	\$8,038	\$8,489	\$8,925	\$9,388	\$9,842
Human Resources Analyst	\$8,782	\$9,276	\$9,758	\$10,256	\$10,891
Human Resources Technician	\$7,486	\$7,836	\$8,231	\$8,689	\$9,140
Payroll Technician	\$7,340	\$7,680	\$8,069	\$8,517	\$8,960

**Marin Municipal Water District  
Managerial Monthly Pay Scales**

**Effective 7-3-23 (COLA)**

<b>POSITION TITLE - MANAGERIAL</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Assistant Superintendent of Operations	\$12,761	\$13,384	\$14,019	\$14,695	\$15,423
Assistant Superintendent Water Treatment	\$12,405	\$13,022	\$13,676	\$14,358	\$15,076
Communications & Public Affairs Manager	\$14,365	\$15,329	\$16,290	\$17,256	\$18,219
Customer Service Manager	\$11,824	\$12,431	\$13,028	\$13,663	\$14,314
Director of Engineering	\$17,729	\$18,616	\$19,546	\$20,525	\$21,553
Director of Water Resources	\$17,729	\$18,616	\$19,546	\$20,525	\$21,553
Engineering Manager I	\$12,993	\$13,622	\$14,286	\$14,977	\$15,730
Engineering Manager II	\$14,123	\$15,069	\$16,018	\$16,965	\$17,917
Engineering Support Services Manager	\$13,166	\$13,861	\$14,591	\$15,355	\$16,166
Finance Director/Treasurer	\$17,729	\$18,616	\$19,546	\$20,525	\$21,553
Finance Manager	\$14,365	\$15,329	\$16,290	\$17,256	\$18,219
Financial Management Analyst	\$10,703	\$11,239	\$11,800	\$12,391	\$13,012
Grant Program Coordinator	\$9,820	\$10,339	\$10,881	\$11,452	\$12,056
Human Resources Manager	\$14,365	\$15,329	\$16,290	\$17,256	\$18,219
Information Technology Manager	\$14,365	\$15,329	\$16,290	\$17,256	\$18,219
Natural Resources Program Manager	\$11,026	\$11,646	\$12,243	\$12,885	\$13,509
Operations Director	\$17,729	\$18,616	\$19,546	\$20,525	\$21,553
Principal Human Resources Analyst	\$10,849	\$11,458	\$12,054	\$12,670	\$13,449
Safety & Emergency Response Manager	\$11,924	\$12,520	\$13,147	\$13,803	\$14,494
Staff Attorney I	\$11,235	\$11,797	\$12,388	\$13,007	\$13,657
Staff Attorney II	\$13,696	\$14,382	\$15,102	\$15,854	\$16,648
Staff Attorney III	\$15,879	\$16,673	\$17,507	\$18,382	\$19,300
Superintendent of Operations	\$13,404	\$14,042	\$14,719	\$15,445	\$16,193
Superintendent of Sys Mnt & Sup Svcs	\$13,740	\$14,407	\$15,093	\$15,825	\$16,602
Water Efficiency Manager	\$13,017	\$13,747	\$14,461	\$15,200	\$15,935
Water Quality Laboratory Manager	\$13,108	\$13,730	\$14,394	\$15,107	\$15,837
Water Quality Manager	\$14,123	\$15,069	\$16,018	\$16,965	\$17,917
Watershed Protection Mgr - Chief Ranger	\$11,945	\$12,573	\$13,236	\$13,930	\$14,662
Watershed Resources Manager	\$14,246	\$14,923	\$15,642	\$16,416	\$17,208

**Effective 11-20-23 (EPMC offset)**

<b>POSITION TITLE - MANAGERIAL</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Director of Engineering	\$17,951	\$18,849	\$19,790	\$20,782	\$21,822
Director of Water Resources	\$17,951	\$18,849	\$19,790	\$20,782	\$21,822
Finance Director/Treasurer	\$17,951	\$18,849	\$19,790	\$20,782	\$21,822
Operations Director	\$17,951	\$18,849	\$19,790	\$20,782	\$21,822

**Marin Municipal Water District  
Contract Monthly Pay Scales**

<b>Effective date</b>	<b>General Counsel</b>	<b>General Manager</b>
7/1/2021	\$ 20,000	\$22,261
7/1/2022	\$ 20,946	\$23,314
7/1/2023	\$ 22,530	\$25,077
11/20/2023	\$ 22,811	\$25,077



# STAFF REPORT

**Meeting Type:** Board of Directors  
**Title:** Wildfire Season Preparation Update  
**From:** Shaun Horne, Watershed Resources Manager *SH*  
**Through:** Ben Horenstein, General Manager *BH*  
**Meeting Date:** November 7, 2023

**TYPE OF ACTION:**                      Action              X              Information                      Review and Refer

**RECOMMENDATION:** Receive staff update on wildfire preparedness and mitigation actions underway to prepare for the upcoming wildfire season

**SUMMARY:** At the February 16, 2021 Board of Directors meeting, the final Wildfire Resilience Study 2021 (Study) was presented to the Board. Since that time, the District has been actively implementing the wildfire preparedness and mitigation actions outlined in the Study. Staff will provide a presentation that provides an overview of work that has been underway to prepare for the upcoming wildfire season and advance the mitigation actions identified in the study.

**DISCUSSION:** California is facing unprecedented wildfire conditions as a result of decades of fire suppression and increasing impacts associated with climate change. In many California ecosystems, biodiversity, carbon stability and overall ecological resilience are dependent on the regular occurrence of fire. However, the wildfire seasons over the past few years have brought record impacts to communities, critical infrastructure and ecosystems. In an effort to establish a more resilient water supply system, watershed, and community, Marin Water developed the Wildfire Resilience Study 2021 to identify proactive hazard reduction actions. The Draft Plan was completed in March of 2020 and the final Study was presented to the Board on February 16, 2021.

**ENVIRONMENTAL REVIEW:** Not applicable.

**FISCAL IMPACT:** None.

**ATTACHMENT(S):** None.



**Budget:**

Budgeted Amount: \$1,292,427.50  
Budget Category: N/A

**Project Implementation:**



Project Advertisement: October 6, 2023  
Bid Opening: October 26, 2023  
Project Award: November 7, 2023  
Estimated Completion Date: June 1, 2024  
Duration: 207 days

**ENVIRONMENTAL REVIEW:** Not applicable.

**FISCAL IMPACT:** The cost of the pipe is capitalized to each specific project as pipe is withdrawn from inventory for installation.

**ATTACHMENT(S):**

- 1. Resolution for Contract No. 2015 Furnish and Deliver Welded Steel Pipe

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 <hr/> <b>Alex Anaya</b> <b>Acting Engineering Director</b>	 <hr/> <b>Ben Horenstein</b> <b>General Manager</b>

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT  
AWARDING CONTRACT NUMBER 2015 FOR THE FURNISHING AND DELIVERY OF  
WELDED STEEL PIPE TO UNDERGROUND REPUBLIC WATER WORKS**

**WHEREAS,** The District advertised Contract No. 2015 on October 6, 2023 for the fabrication and delivery of 19,100 feet of 4, 6, 12, 16 and 18-inch welded steel pipe; and

**WHEREAS,** the bid of \$1,292,427.50 from Underground Republic Water Works was the lowest responsive bid received by the District; and

**WHEREAS,** the purchased welded steel pipe will be used by the District on upcoming Capital Improvement Program and Fire Flow Improvement Program pipeline replacement projects.

**NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES** that:

1. The bid from Underground Republic Water Works is the lowest responsive bid in the amount \$1,292,427.50.
2. The General Manager is authorized and directed to execute said contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
3. Upon complete execution of said contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of Underground Republic Water Works are to be rejected.

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

**AYES:**

**NOES:**

**ABSENT:**



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**Monty Schmitt**  
**President, Board of Directors**

**ATTEST:**

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



## UPCOMING MEETINGS

This schedule lists upcoming Marin Water Board of Directors meetings and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of each meeting agenda.

<b>Internal Meetings</b>		
<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Key Item(s)</b>
Wednesday, Nov. 15, 2023 9:30 a.m.	Communications & Water Efficiency Committee Meeting/ Special Meeting of the Board of Directors	Water Efficiency Master Plan Update
Friday, Nov. 17, 2023 9:30 a.m.	Operations Committee Meeting/ Special Meeting of the Board of Directors	Recycled Water
Monday, Nov. 27, 2023 Time TBD	Special Meeting of the Board of Directors	Strategic Plan Development
Tuesday, Dec. 5, 2023	Board of Directors' Regular Bi-Monthly Meeting	Strategic Plan Development

<b>External Meetings</b>	
<b>Meeting Date</b>	<b>Meeting Type</b>
Tuesday, Nov. 28, 2023 thru Thursday, Nov. 30, 2023	Association of California's Water Agencies' Fall Conference
Friday, Dec.1, 2023 9:30 a.m.	North Bay Watershed Association