

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, December 7, 2021

PLACE: Regular Meeting Place
7051 Dublin Boulevard, Dublin, CA

To allow the public the option to participate remotely during the COVID-19 pandemic, the public may listen and comment by telephone via Teams during open session as described in the Teleconference Access Information on Page 4 of the Agenda Packet.

The Boardroom is open to the public during open session. Due to the COVID-19 pandemic, meeting attendees are required to conduct a self-screening before entering District facilities. Face coverings are required.

Our mission is to protect public health and the environment by providing reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and fiscally responsible manner.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Goel, Halket, Johnson, Rubio, Vonheeder-Leopold
4. BOARD REORGANIZATION
 - 4.A. Selection of President and Vice President of the Board of Directors for 2022
Recommended Action: Approve by Motions (2)
5. SPECIAL ANNOUNCEMENTS/ACTIVITIES
 - New Employee Introductions
6. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)

At this time, members of the public in the audience and on the teleconference call are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speaker cards are available for audience members from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should introduce him/herself, and then proceed with his/her comment. Written comments of five minutes or less and received by 5 p.m. on the day of the meeting will be read into the meeting record.
7. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS)
8. CONSENT CALENDAR

Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board or the public prior to the time the Board votes on the Motion to adopt.

- 8.A. Approve Special Meeting Minutes of November 16, 2021
Recommended Action: Approve by Motion
- 8.B. Approve Regular Meeting Minutes of November 16, 2021
Recommended Action: Approve by Motion
- 8.C. Approve Side-Letter of Agreement with Stationary Engineers, Local 39 and the Dublin San Ramon Services District
Recommended Action: Approve by Resolution
- 9. **BOARD BUSINESS**
 - 9.A. Public Hearing: Receive Presentation and Review and Finalize Preferred Voting Area Map Based on 2020 Decennial Census Results
Recommended Action: Hold Public Hearing, Receive Presentation, and Provide Direction
 - 9.B. Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists
Recommended Action: Approve by Motion
 - 9.C. Approve Terms and Conditions, Salary, and Benefits, for Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees, and Unrepresented Senior Managers
Recommended Action: Approve by Resolution
 - 9.D. Approve Amendment No. 3 to the Individual Agreements for Personal Services between Carol A. Atwood and Jeff R. Carson, and Dublin San Ramon Services District, and Amendment No. 1 between Jan R. Lee and Dublin San Ramon Services District
Recommended Action: Approve by Resolutions (3)
 - 9.E. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 56-21
Recommended Action: Adopt by Resolution
 - 9.F. Approve Health Insurance Contribution for Calendar Year 2022 for Unrepresented Employees
Recommended Action: Approve by Resolution
 - 9.G. Initiate California Public Employees' Retirement System (CalPERS) Retirement Contract Amendment Under Section 20516 for Cost Sharing for Classic Unrepresented Miscellaneous Employees
Recommended Action: Approve by Resolution
 - 9.H. Receive Presentation Regarding the Branding of Dublin San Ramon Services District over the Last 13 Years
Recommended Action: Receive Presentation
 - 9.I. Receive Update and Discuss the Development and Operation of a Proposed Joint Residential Recycled Water Fill Station in 2022 and Provide Direction
Recommended Action: Receive Update and Provide Direction

10. REPORTS

10.A. Boardmember Items

- Joint Powers Authority and Committee Reports
LAVWMA – November 17, 2021
- Submittal of Written Reports for Day of Service Events Attended by Directors
- Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

10.B. Staff Reports

- Event Calendar
- Correspondence to and from the Board

11. CLOSED SESSION

11.A. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8

Property: Portion of APN 946-3200-002-05
Agency Negotiators: Dan McIntyre, General Manager
Jan Lee, Assistant General Manager
Negotiating Parties: Zone 7 Water Agency
Under Negotiation: Price and Terms

11.B. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators: Dan McIntyre, General Manager
Jan Lee, Assistant General Manager
Carol Atwood, Administrative Services Director
Michelle Gallardo, Human Resources and Risk Manager
Employee Organizations: 1. Stationary Engineers, Local 39
2. IFPTE Local 21/Professional Employees
Additional Attendees: Douglas E. Coty, General Counsel
Dania Torres-Wong, Sloan Sakai Yeung & Wong LLP

11.C. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators: Dan McIntyre, General Manager
Employee Organizations: 1. Senior Managers
2. Unrepresented Employees
Additional Attendees: Douglas E. Coty, General Counsel

12. REPORT FROM CLOSED SESSION

13. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection during business hours by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Teams Teleconference Access Information

Dublin San Ramon Services District Regular Board Meeting Tuesday, December 7, 2021

If the public wishes to provide comments during Agenda Item 6 – Public Comment, or on any of the agenda items, please join the meeting using the teleconference instructions below, or email written comments to the Board of Directors at board@dsrsd.com by 5 p.m., Tuesday, December 7, 2021. Written comments, of five minutes or less, will be read into the meeting record during the public comment portion of the agenda or during discussion of the subject of the comment.

To Join by Phone:

1. Dial **(831) 256-7773** USA Toll from any telephone.
2. Enter Conference ID **289 193 040#** when prompted. **DO NOT PRESS ***.
3. Wait for the meeting host to admit you. If you are unsuccessful in joining, hang up and dial in again.
4. You must unmute yourself when you wish to speak by pressing *6, which is also used to mute yourself when you finish speaking.

Participation Instructions and Information:

- Stay muted unless speaking.
- Listen for prompts to know when public comments are solicited.
- You must unmute yourself when you wish to speak during Public Comment or during discussion of a particular agenda item. The meeting host can mute but cannot unmute participants.
- Announce yourself and speak slowly and clearly when commenting.

Boardmembers and staff will be attending the meeting in person.



TITLE: Selection of President and Vice President of the Board of Directors for 2022

RECOMMENDATION:

Staff recommends the Board of Directors select and approve, by two (2) separate Motions, first the President and then the Vice President of the Board, and that these appointments become effective immediately and run through the next selection of Board officers scheduled for December 2022.

DISCUSSION:

Each year, typically at the first meeting in December, but in an election year at the first meeting after the new Board is seated, the Board elects from its members its President and Vice President for the ensuing term.

In accordance with the Election and Rotation of Board Officers policy (Attachment 1), eligibility for President and Vice President occurs after 12 months of continuous service on the Board. Under normal rotation, the Vice President would become the President, and the Boardmember who has the longest continuous service on the Board without ever serving as President would become Vice President.

Thus, **for this rotation, Vice President Richard Halket would be next in line for President and Director Marisol Rubio for Vice President for 2022.** A summary of recent Board officers is also included for reference (Attachment 2). For the subsequent rotation, Director Rubio would be in line for President and Director Arun Goel for Vice President for 2023.

Traditionally, the term for the officers begins immediately upon the Board’s action in this matter and runs through the next selection of officers in December 2022.

Originating Department: Administrative Services	Contact: N. Genzale	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$0	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Election and Rotation of Board Officers policy (P100-19-3) Attachment 2 – Listing of Recent Board Officers	
		5 of 142



Policy

Policy No. P100-19-3	Type of Policy: Board Business
Policy Title: Election and Rotation of Board Officers	
Policy Description: Election of Board President and Vice President on District Board	
Approval Date: 4/7/2015	Last Review Date: 2019
Approval Resolution No.: 19-15	Next Review Date: 2023
Rescinded Resolution No.: 45-04	Rescinded Resolution Date: 8/17/2004

It is the policy of the Board of Directors of Dublin San Ramon Services District:

1. The election of Board officers, (President, Vice President), shall take place annually: The President shall be elected first, the Vice President second, each by separate motion.
2. The election of Board officers shall occur on:
 - a. In an election year, at the first regular Board Meeting after elected Boardmembers are sworn in.
 - b. In a non-election year, at the first regular Board meeting in December.
3. The President and Vice President must have been elected to the Board of Directors rather than appointed.
4. Eligibility for the office of President and Vice President occurs twelve (12) months following first election to the Board of Directors. (Assuming continuous service since first election.)
5. PRESIDENT:
 - a. The Vice President is the President-elect under normal rotation.
 - b. The elected member who has served the longest on the Board (in continuous service) without ever serving as President and who meets the requirements Nos. 3 and 4 above, shall rotate to the Presidency.
 - c. If all elected members of the Board have been President, the elected member who has served the longest on the Board (in continuous service) since last being President, and who meets the requirements Nos. 3 and 4 above, shall rotate to the Presidency.

Policy No. P100-19-3	Policy Title: Election and Rotation of Board Officers
-----------------------------	--

6. VICE PRESIDENT:
- a. When the position of the President is filled the elected member next in line shall be rotated to the position of Vice President in accordance with criteria 6(b) and 6(c).
 - b. The elected member of the Board of Directors who has served longest on the Board (in continuous service) without ever serving as President and who meets requirements Nos. 3 and 4 above, shall rotate to the Vice Presidency.
 - c. If all elected members of the Board have been President, the elected member who has served the longest on the Board (in continuous service) since last being President, and who meets requirements Nos. 3 and 4 above, shall rotate to the Vice Presidency.
7. If no member meets criteria 3, 4, 5, or 3, 4, and 6, or if there are members whose eligibility criteria are the same, then succession shall be determined by which member has served longest on the Board (in continuous service). If a tie still exists, the elected member who received the greatest number of votes at their last election shall be given preference in the rotation.

Policy is current and no changes need to be adopted by the Board of Directors. <u>Status Quo Chronology:</u>	
Date Adopted:	
April 7, 2015	
Reviewed by Committee or Board:	Date:
Board	October 1, 2019

LISTING OF RECENT BOARD OFFICERS

Year	President	Vice President
2021	Johnson	Halket
2020	Duarte	Johnson
2019	Misheloff	Duarte
2018	Vonheeder-Leopold	Misheloff
2017	Halket	Vonheeder-Leopold
2016	Howard	Halket
2015	Duarte	Howard
2014	Vonheeder-Leopold	Duarte
2013	Benson	Vonheeder-Leopold
2012	Halket	Benson
2011	Howard	Halket
2010	Hansen	Howard
2009	Scannell	Hansen / Ford
2008	Halket	Scannell
2007	Howard	Halket
2006	Hansen	Howard

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS**

November 16, 2021

To allow the public the option to participate remotely during the COVID-19 pandemic, the public may listen and comment by telephone via Teams during open session as described in the Teleconference Access Information on Page 3 of the Agenda Packet. The Boardroom was open to the public during open session. Due to the COVID-19 pandemic, meeting attendees were required to conduct a self-screening before entering District facilities. Face coverings were required.

1. CALL TO ORDER

A special meeting of the Board of Directors was called to order at 5:05 p.m. by President Johnson.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Ann Marie Johnson, Vice President Richard M. Halket, Director Arun Goel, and Director Georgan M. Vonheeder-Leopold.

District staff present: Dan McIntyre, General Manager; Jan Lee, Assistant General Manager; Carol Atwood, Administrative Services Director/Treasurer; Judy Zavadil, Engineering Services Director/District Engineer; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

Director Rubio entered the meeting at 5:09 p.m.

4. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 5:07 p.m.

Speakers - DSRSD staff members of IFPTE Local 21, Professional Employees Bargaining Unit:

Mr. Jason Ching, Associate Engineer – Capital Projects Division

Ms. Joyce Chang, Visual Communications Specialist – Public Affairs Division

Mr. Ryan Pendergraft, Assistant Engineer – Development and Construction Services Division

Mr. Jonathan Penaflor, Information Technology Analyst II – Information Technology Services Division

Ms. Gemma Lathi, Management Analyst II – Operations Support Services Division

Ms. Mayette Bailey, Financial Analyst – Financial Services Division

Mr. John Varga, IFPTE Representative (International Federation of Professional & Technical Engineers)

The speakers addressed the Board regarding current contract negotiations with the District. They each shared career and personal background, including their proud years of service and community at the District. They expressed the importance of receiving a fair wage in light of rising inflation and cost of living conditions in the region. They asked the Board to support the District workers.

5. REPORTS

5.A. Boardmember Items

- Submittal of Written Reports for Day of Service Events Attended by Directors

Director Vonheeder-Leopold submitted written reports to Executive Services Supervisor/District Secretary Genzale. She reported that she attended the California Association of Sanitation Agencies (CASA) Strategic Planning meeting on November 7–8, 2021, and the CASA Finance Committee meeting on November 16. She summarized the activities and discussions at the meetings. She also acknowledged the recent passing of District friend and colleague Ted Fairfield, the Engineer responsible for much of the community development in the Tri-Valley.

Director Rubio submitted a written report to Executive Services Supervisor/District Secretary Genzale. She reported that she attended the State of the District Address by Assemblymember Rebecca Bauer-Kahan on November 4, 2021. She summarized the activities and discussions at the meeting.

6. CLOSED SESSION

At 5:40 p.m. the Board went into Closed Session.

6.A. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators:	Dan McIntyre, General Manager Jan Lee, Assistant General Manager Carol Atwood, Administrative Services Director Michelle Gallardo, Human Resources and Risk Manager
Employee Organizations:	1. Stationary Engineers, Local 39 2. Mid-Management Employees Bargaining Unit 3. IFPTE Local 21/Professional Employees
Additional Attendees:	Douglas E. Coty, General Counsel Dania Torres Wong, Sloan Sakai Yeung & Wong LLP

6.B. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators:	Dan McIntyre, General Manager
Employee Organizations:	1. Senior Managers 2. Unrepresented Employees
Additional Attendees:	Douglas E. Coty, General Counsel

7. REPORT FROM CLOSED SESSION

At 6:26 p.m. the Board came out of Closed Session. President Johnson announced that there was no reportable action.

8. ADJOURNMENT

President Johnson adjourned the meeting at 6:26 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

November 16, 2021

To allow the public the option to participate remotely during the COVID-19 pandemic, the public may listen and comment by telephone via Teams during open session as described in the Teleconference Access Information on Page 4 of the Agenda Packet. The Boardroom was open to the public during open session. Due to the COVID-19 pandemic, meeting attendees were required to conduct a self-screening before entering District facilities. Face coverings were required.

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6:30 p.m. by President Johnson.

President Johnson reported that a special DSRSD Board meeting and a regular DSRSD Financing Corporation meeting were held immediately before this meeting, attended by herself, Vice President Halket, and Directors Rubio, Goel, and Vonheeder-Leopold. In accordance with DSRSD's Day of Service policy, no Director will receive any compensation or stipend for participating in more than one meeting on this date.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Ann Marie Johnson, Vice President Richard M. Halket, Director Marisol Rubio, Director Arun Goel, and Director Georgean M. Vonheeder-Leopold.

District staff present: Dan McIntyre, General Manager; Jan Lee, Assistant General Manager; Carol Atwood, Administrative Services Director/Treasurer; Judy Zavadil, Engineering Services Director/District Engineer; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

General Manager McIntyre announced that Engineering Services Director Judy Zavadil is retiring on December 6 and this will be her last DSRSD Board meeting. He and the Board commended and thanked Ms. Zavadil for her 14 years of service and leadership at DSRSD.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:32 p.m.

Speaker: Mr. Mike Grant, (Dublin resident) – Mr. Grant stated his concerns about continued development by the City of Dublin and the District's reporting that there is ample water supply to serve the development during a drought. He stated it sends a mixed message to citizens who are being asked to conserve. He urged the District to consider telling the City "no" to its supply demands when there is not enough water.

6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – No changes were made.

7. CONSENT CALENDAR

Director Vonheeder-Leopold MOVED for approval of the items on the Consent Calendar. Director Rubio SECONDED the MOTION, which CARRIED with FIVE AYES.

- 7.A. Approve Regular Meeting Minutes of November 2, 2021 – Approved
- 7.B. Approve a One-Year Extension with Maze & Associates for Professional Auditing Services for Fiscal Year Ending June 2022 – Approved
- 7.C. Tentative Agreement with the Mid-Management Employees’ Bargaining Unit (MEBU) for Successor Memorandum of Understanding (MOU) for the Period December 13, 2021 through December 21, 2025 – Approved – Resolution No. 54-21
- 7.D. Approve Salary Ranges for New Principal Water/Wastewater Systems Engineer, Water/Wastewater Systems Supervisor, and Wastewater Treatment Plant Supervisor Job Classifications, and Revised Water/Wastewater Systems Superintendent Job – Approved – Resolution No. 55-21
- 7.E. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and *Rescind Resolution No. 17-21* – Approved – Resolution No. 56-21
- 7.F. Approve Health Insurance Contribution for Calendar Year 2022 for Mid-Management Employees – Approved – Resolution No. 57-21

8. BOARD BUSINESS

- 8.A. Hold Public Hearing: Second Reading to Adopt Ordinance to Revise District Ordinance No. 345 Section 4 (c) Divisions, Receive Presentation and Review Proposed Voting Area Maps Based on 2020 Decennial Census Results, and Select Preferred Divisions Map

President Johnson announced the item and declared the Public Hearing open. She read the title of the ordinance.

Director Rubio MOVED to Waive Reading of the Ordinance. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

There was no staff presentation. President Johnson inquired if there were any comments from the public regarding the proposed ordinance. There was no public comment received.

Director Vonheeder-Leopold MOVED to Adopt Ordinance No. 352 Amending Ordinance No. 345 Establishing a By-Division System for Electing Directors. Vice President Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

President Johnson asked for the staff presentation regarding the redistricting process. Executive Services Supervisor/District Secretary Genzale reviewed the item for the Board. She explained that this is the second of two public hearings the District will hold

to consider revising Ordinance No. 345 which directs how the District approves its by-division map plans, and to receive public input on its current redistricting process. She reviewed the timeline and activities of the process, which began in October. Four draft map plans were introduced on October 5, and four additional map plans were released on October 26.

She introduced the District's independent demographer, Mr. Michael Wagaman of Wagaman Strategies, who gave a brief presentation regarding this evening's objectives. He reviewed the additional criteria given by the Board at the October 19 meeting and presented the resulting four supplementary draft maps for the Board's consideration: Lilac, Violet, Magenta, and Plum, which were preceded by the Blue, Purple, Green and Red maps presented on October 5.

President Johnson inquired if there were any comments from the public. Executive Services Supervisor/District Secretary Genzale read one written (email) comment received prior to the meeting:

*"Dear President Johnson, Vice President Halket, and Members of the Board
Like most of the public, I like Plan Blue. Plan Green is good as well. I like simple polygons with as few sides as possible. I do not like the various plans that appear to have a "pinkie finger" along the freeway. They look to be cherry picking whereby one ethnicity is underrepresented. That may not be the case, but the map looks "fishy." Dwight Howard, Dublin resident (11/11/21)*

President Johnson declared the Public Hearing closed.

The Board discussed the eight draft map plans. The Boardmembers agreed that the final map plan should hold to the county line so all divisions are bound within one county. The Board agreed upon certain proposed plan characteristics to bring together, and then adjusted the boundary between Divisions 4 and 5 to balance the population and keep communities of interest intact, resulting in a new (ninth) draft plan.

Mr. Wagaman and Special Counsel Kristen Rogers, from Olson Remcho, reviewed the new draft map for conformance with legal requirements and advised that it conformed to Elections Code Section 22001, and can be heard and approved by resolution at a public hearing at the December 7 Board meeting.

Vice President Halket MOVED to Direct Staff to Present the New Draft Map Plan Created at Tonight's Board Meeting at the December 7 Board Meeting for Adoption by Resolution. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES.

- 8.B. Approve Continuation of District's Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists State

Assistant General Manager Lee reviewed the item for the Board. She advised that the criteria to terminate the District's emergency would be the termination of both the State and Alameda County declared emergencies.

Director Rubio MOVED to Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES.

8.C. Approve the Health Insurance Contribution for Calendar Year 2022 for Board of Directors

Director Vonheeder-Leopold stated, "I am recusing myself from any participation in any discussions, decisions, or voting on the Health Insurance Contribution for Calendar Year 2022 for Board of Directors, Item 8.C., to ensure that I neither influence nor attempt to influence another member of the DSRSD Board regarding any matters pertinent to the item, consistent with applicable provisions of the Government Code, because I receive health benefits as a retired Boardmember of Dublin San Ramon Services District."

Director Vonheeder-Leopold departed from the Board meeting at approximately 7:40 p.m. before Item 8.C. She returned to the meeting at approximately 7:45 p.m. after the conclusion of discussion of Item 8.C.

Human Resources Analyst II Samantha Koehler reviewed the item for the Board. She explained that the current contribution levels will remain in place until a resolution is approved and applied by CalPERS (California Public Employees' Retirement System); the effective date will be the first of the second month after receipt. The Board agreed to defer determination of its health contributions until all District bargaining unit contracts are in place.

Director Halket MOVED to Defer the Item to Approve the Health Insurance Contribution for Calendar Year 2022 for Board of Directors to a Future Meeting. Director Goel SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Vonheeder-Leopold).

8.D. Receive Presentation on District's Water Conservation Status

Senior Engineer Irene Suroso reviewed the item for the Board and gave a complimentary presentation which will be added to the website as supplementary materials. The Board and staff discussed various aspects of the presentation including leveraging smart technology to enhance conservation efforts and explore water loss mitigation opportunities, and how annual rainfall and snowfall could impact the current drought conditions. The Board expressed it was pleased with the current conservation level achieved and thanked Ms. Suroso for the "on-point" presentation.

9. REPORTS

9.A. Boardmember Items

- Joint Powers Authority and Committee Reports – None
- Submittal of Written Reports for Day of Service Events Attended by Directors – None
- Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

Director Vonheeder-Leopold requested an item be scheduled for an upcoming meeting regarding the District's legal obligations to provide service. Director Goel echoed her request and requested the District's demand to Zone 7 Water Agency be included as an aspect of the report. General Manager McIntyre confirmed an item will be brought forth as requested early next year.

9.B. Staff Reports

- Event Calendar – General Manager McIntyre had nothing to report
- Correspondence to and from the Board on an Item not on the Agenda – None

The Board took a short recess at 8:16 p.m. and reconvened at 8:21 p.m. for Item 10.

10. CLOSED SESSION

At 8:21 the Board went into Closed Session.

10.A. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators:	Dan McIntyre, General Manager Jan Lee, Assistant General Manager Carol Atwood, Administrative Services Director Michelle Gallardo, Human Resources and Risk Manager
Employee Organizations:	1. Stationary Engineers, Local 39 2. Mid-Management Employees Bargaining Unit 3. IFPTE Local 21/Professional Employees
Additional Attendees:	Douglas E. Coty, General Counsel

10.B. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

Agency Negotiators:	Dan McIntyre, General Manager
Employee Organizations:	1. Senior Managers 2. Unrepresented Employees
Additional Attendees:	Douglas E. Coty, General Counsel

11. REPORT FROM CLOSED SESSION

At 8:30 p.m. the Board came out of Closed Session. President Johnson announced that there was no reportable action.

12. ADJOURNMENT

President Johnson adjourned the meeting at 8:30 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Approve Side-Letter of Agreement with Stationary Engineers, Local 39 and the Dublin San Ramon Services District

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, a Side-Letter of Agreement with Stationary Engineers, Local 39 (Local 39).

DISCUSSION:

On September 16, 2021, the Water/Wastewater Systems Superintendent position became vacant and since that time, Mathew McGrath, Senior Water/Wastewater Systems Operator, has been serving as the District’s Acting Chief Water Operator of record. The District received approval from the State Water Resources Control Board (Water Board) to temporarily designate someone with a Distribution Level 4 (D4) as acting Chief Water Operator, provided the District meet the requirement to periodically update the Water Board on the status of its recruitment for a permanent Chief Water Operator. All other division supervisory duties (with the exception of Chief Water Operator) are being performed by retired annuitant, Mr. Levi Fuller.

Given the extended period of time for which Mr. McGrath has served the District by performing these extra duties over and above his current position requirements, the District has proposed a stipend for Mr. McGrath in the amount of a 5% differential based on his position’s base rate of pay for the time he has served, and will continue to serve, in this special assignment. This acting assignment and the additional compensation shall cease when the District successfully obtains a properly certified supervisor for the Field Operations Division.

The current Local 39 Memorandum of Understanding (MOU) provides for temporary upgrade pay for short-term out-of-class assignments (called “Out-of-Class Pay”); however, this special pay category only applies when an employee is assigned to perform the full range of duties of a higher-level classification. In this unique circumstance, Mr. McGrath is only performing a specific business-critical duty of a higher-level position, and therefore does not meet the requirements for Out-of-Class Pay.

The District has completed its obligations under the Meyers-Milias-Brown Act to meet and confer with Local 39 on this proposed Side-Letter of Agreement.

Originating Department: Administrative Services	Contact: M. Gallardo	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / Operating Budget FY22	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A SIDE-LETTER OF AGREEMENT WITH STATIONARY ENGINEERS, LOCAL 39 FOR SPECIAL COMPENSATION FOR SENIOR WATER/WASTEWATER SYSTEMS OPERATOR MATHEW MCGRATH

WHEREAS, the District has a need to temporarily assign a Chief Water Operator as required by the State Water Resources Control Board; and

WHEREAS, the assignment of Chief Water Operator has been given to Senior Water/Wastewater Systems Operator Mathew McGrath effective September 17, 2021; and

WHEREAS, District representatives and Local 39 have met on all labor obligations and, by side-letter agreement, have agreed upon payment of a special compensation stipend for this extra duty.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, as follows:

The Board of Directors hereby approves, by resolution, the Side-Letter of Agreement to the Memorandum of Understanding with Stationary Engineers, Local 39 (Exhibit "A") for a special compensation stipend for Senior Water/Wastewater Systems Operator Mathew McGrath.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**SIDE LETTER OF AGREEMENT
BETWEEN
DUBLIN SAN RAMON SERVICES DISTRICT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39**

The Dublin San Ramon Services District ("District") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Local 39") agree to the following:

1. The State Water Resources Control Board has determined that the District's water system has grown to the size and complexity that requires D-5 and T-1 certifications for the District's designated Chief Water Operator; and
2. The District will be recruiting for a Water/Wastewater Systems Superintendent and Water/Wastewater Systems Supervisor (who serves as the designated Chief Water Operator); however, in the meantime, has the need for an Acting Chief Water Operator with at least the minimum certification of a D4. The District has designated Senior Water/Wastewater Systems Operator, Mathew McGrath, to serve in the temporary assignment of Acting Chief Water Operator. Such temporary assignment will be deemed effective retroactive to September 17, 2021; and
3. For this temporary, Special Assignment only, the District shall pay Mathew McGrath a one-time Special Assignment stipend in the amount of 5.0% of base hourly rate of pay per work week in accordance with the District's Publicly-Available Pay Schedule (minus any payroll deductions) while serving as Acting Chief Water Operator. Such payment will be made retroactive to the effective date of the temporary assignment.
4. Such Special Assignment stipend will be administered in accordance with all applicable state and federal wage and hour laws.
5. This one-time Special Assignment stipend shall be non-precedent setting.
6. This Special Assignment is intended to be temporary in nature and the General Manager may terminate the Special Assignment at any time and for any reason.
7. The granting and/or discontinuance of this Special Assignment and the determination of the amount or type of Special Assignment stipend shall not be subject to the grievance procedure.
8. This Special Assignment stipend may not be considered as "pensionable compensation" for the purposes of CalPERS Retirement benefits.

Except as specifically provided in this Side Letter, all other terms and conditions of employment as set forth in the MOU between the District and Local 39 will apply.

Dated: 10/26/21

Mathew McGrath
Mathew McGrath

Dated: 11/19/2021

Daniel B. McIntyre
Daniel B. McIntyre
General Manager
Dublin San Ramon Services District

Dated: 10/28/21

Bart Florence
Bart Florence
Business Manager
Stationary Engineers, Local 39

Dated: _____

Charlie Solt
Charlie Solt
Director of Public Employees
Stationary Engineers, Local 39

Dated: 10/22/21

Matt Frediani
Matt Frediani
Business Representative
Stationary Engineers, Local 39



TITLE: Public Hearing: Receive Presentation and Review and Finalize Preferred Voting Area Map Based on 2020 Decennial Census Results

RECOMMENDATION:

Staff recommends the Board of Directors 1) hold a public hearing, 2) receive a presentation, 3) review and finalize the preferred voting area map based on 2020 Decennial Census results, and 4) direct staff to prepare a resolution to adopt the preferred map at the December 21, 2021 Board meeting.

SUMMARY:

Elections Code Section 22000 et seq. requires the Board of Directors to adjust the boundaries of its voting divisions following the federal census that occurs every 10 years and provides guidelines for doing so. The 2020 Decennial Census was completed last year, and the results have recently been released, enabling the District to begin its redistricting process to adopt new division boundaries. The Board previously met on October 5, October 19, and November 16 to review the census results, receive public input, and review draft maps based on the legal requirements and additional Board criteria shown below. The District’s demographer, Michael Wagaman, of Wagaman Strategies, will make a presentation this evening (see Attachment 1) to review and finalize the draft map, identified as “Indigo,” that the Board drew at the November 16 Board meeting.

DISCUSSION:

On January 15, 2019, the Board adopted a resolution of intent to transition from an at-large to a division-based election system in conformance with the California Voting Rights Act of 2001 (“CVRA”). On May 21, 2019, the Board of Directors adopted an ordinance establishing division boundaries to be used in the 2020 election. In adjusting those boundaries, the Board is required to draw divisions that meet the following legal requirements:

- Each division shall contain nearly equal population, with any deviations justified by other traditional redistricting criteria.
- Each division shall be drawn in a manner that complies with the state and federal Constitutions, the Federal Voting Rights Act, and state law.
- Consistent with the principles established by the United States Supreme Court in Shaw v. Reno, 509 U.S. 630 (1993), divisions shall not be drawn with race as the predominant factor.
- Each division shall be contiguous, meaning that there are no islands or parts of the division that are not attached to the whole.

The Elections Code also provides that the Board may take into consideration the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) community of interests of the division. Essentially, these criteria mean that the Board may consider:

- Keeping communities of interest, such as neighborhoods, school district boundaries, etc., undivided by a division boundary, to the extent feasible.
- Respecting visible natural and man-made geographical and topographical features when drawing division boundaries, as much as possible.
- Having compactness of divisions, including their shape and appearance.

Originating Department: Administrative Services	Contact: N. Genzale	Legal Review: Yes
Financial Review: Not Required	Cost and Funding Source: \$100,000 from Legislative Division, Administrative Overhead (Fund 900) Account 900.10.10.000.3.340	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Demographer Presentation Attachment 2 – Preferred Draft Map “Indigo” Attachment 3 – Preferred Draft Map Demographics Attachment 4 – Public Input Received	
		20 of 142

- Identifying changes to the housing stock, including areas of population growth, if any, since lines were drawn in 2019, keeping in mind, however, that divisions will have to contain nearly equal population based on the 2020 Census data.
- Including public facilities in each division, to the extent feasible.
- Including commercial interests in each division, to the extent feasible.

Section 22000 of the CVRA requires only one public hearing on a proposal to adopt new boundaries in light of the federal census prior to the hearing at which a final redistricting plan is adopted. The Board, however, will have held four public hearings at the October 19 and November 16 Board meetings, the third this evening, and the fourth on December 21. The District’s demographer has informed the District that population shifts will require adjustments in division lines. The demographer will have received Board suggestions regarding changes at the October and November meetings. The Board will receive public comment on the preferred map at tonight’s public hearing. At the end of the public hearing, the Board may direct staff to prepare a resolution to adopt the preferred map at the December 21, 2021 Board meeting.

Under Government Code Section 61026, the deadline for adjusting the boundaries is November 1 of the year preceding the next election. However, because the federal census was delayed this year due to the COVID-19 pandemic, the Legislature enacted a one-time adjustment to the deadline, making it April 17, 2022.

On October 5, the Board directed Mr. Wagaman to create draft maps that considered the following criteria in addition to the criteria and legal requirements outlined above:

- Attempt to use major roads including Dougherty Road, I-680, Amador Valley Blvd, Dublin Road, and Tassajara Road;
- Study options for handling the Alameda/Contra Costa County line;
- Explore having both water and wastewater collection services in all divisions; and
- Investigate minimizing changes to current boundaries.

In conformance with these additional criteria, Mr. Wagaman developed four draft map plans for the Board’s review and presented the draft maps at the October 19 public hearing. At the hearing, Mr. Wagaman received public comment and further direction from the Board. At the conclusion of the hearing, the Board requested that Mr. Wagaman create revised draft maps incorporating the following additional criteria.

- Beginning with Blue’s boundary between Divisions 1 and 2:
 - Shift southern boundary to Dougherty Road
 - Shift northern boundary to lower deviations
- Beginning with Blue/Red’s boundary between Divisions 3 and 4:
 - Shift southern boundary to add area between Dublin Blvd and Dougherty Road
- Create four revised plans blending Blue/Red, varying:
 - Divisions 2 and 3 boundary: I-680 or county line
 - Division 4 and 5 boundary: whether Division 5 extending or stopping at Hacienda Drive
- Shift Division 3 and 4 boundary west, if possible

On November 16, Mr. Wagaman presented four additional draft map plans for the public and Board’s review which incorporated the direction from October 19: Lilac, Violet, Magenta, and Plum. At the conclusion of the hearing, the Board directed Mr. Wagaman to create its preferred map (ninth map) holding the county line, using certain characteristics of other draft maps, and adjusting the boundary between Divisions 4 and 5.

After the November 16 Board meeting, upon closer inspection, Mr. Wagaman determined an adjustment requested to the boundary shared by Divisions 4 and 5 impacted a larger population than initially understood, which requires the Board to revisit the preferred map identified as “Indigo” for additional review and adjustment(s) this evening.

Public Outreach and Input

The Board of Directors will be informed of the public input. To support the public in providing input, redistricting information and mapping tools are available at the District Office, District’s website, and dedicated web page at: <https://www.dsrds.com/about-us/census-redistricting>. Redistricting announcements and information have also been

published in local newspapers of wide distribution in the Tri-Valley, provided to news outlets, and posted on the District's Facebook, Twitter, and Nextdoor social media accounts. Two comments have been received, and no draft maps were received from the public by the November 2 deadline. Two polls regarding the draft maps were held on Nextdoor. Public input to date is included in Attachment 4.

Fiscal and Administrative Impacts

A redistricting budget of \$100,000 was included and approved June 1, 2021 in the District's Operating Budget for Fiscal Years Ending 2022 and 2023 to address anticipated costs which include several hours of staff time, General Counsel fees (up to \$25,000), consultant fees for special legal counsel and demographer (up to \$50,000), and public noticing costs.



**Dublin San Ramon
Services District**

Water, wastewater, recycled water

Redistricting

Dublin San Ramon Services District

December 7, 2021 23 of 142



Actions Requested

Conduct public hearings to receive input

Clarify prior direction on Division 4 & 5 boundary

Make additional updates if necessary



Timeline

Hearing	Purpose	Date
1	<ul style="list-style-type: none">• Education• Initial direction	October 5
2	<ul style="list-style-type: none">• Review plans (public & draft)• Provide additional direction	October 19
3	<ul style="list-style-type: none">• Review plans (revised)• Further revise plans if necessary• Select Preferred Plan	November 16
4	<ul style="list-style-type: none">• Clarify direction on 4/5 boundary• Further revise plan if necessary	December 7
5	<ul style="list-style-type: none">• Vote to Adopt Preferred Plan	December 21



Plans

October 19

- Blue Plan
- Purple Plan
- Red Plan
- Green Plan

November 16

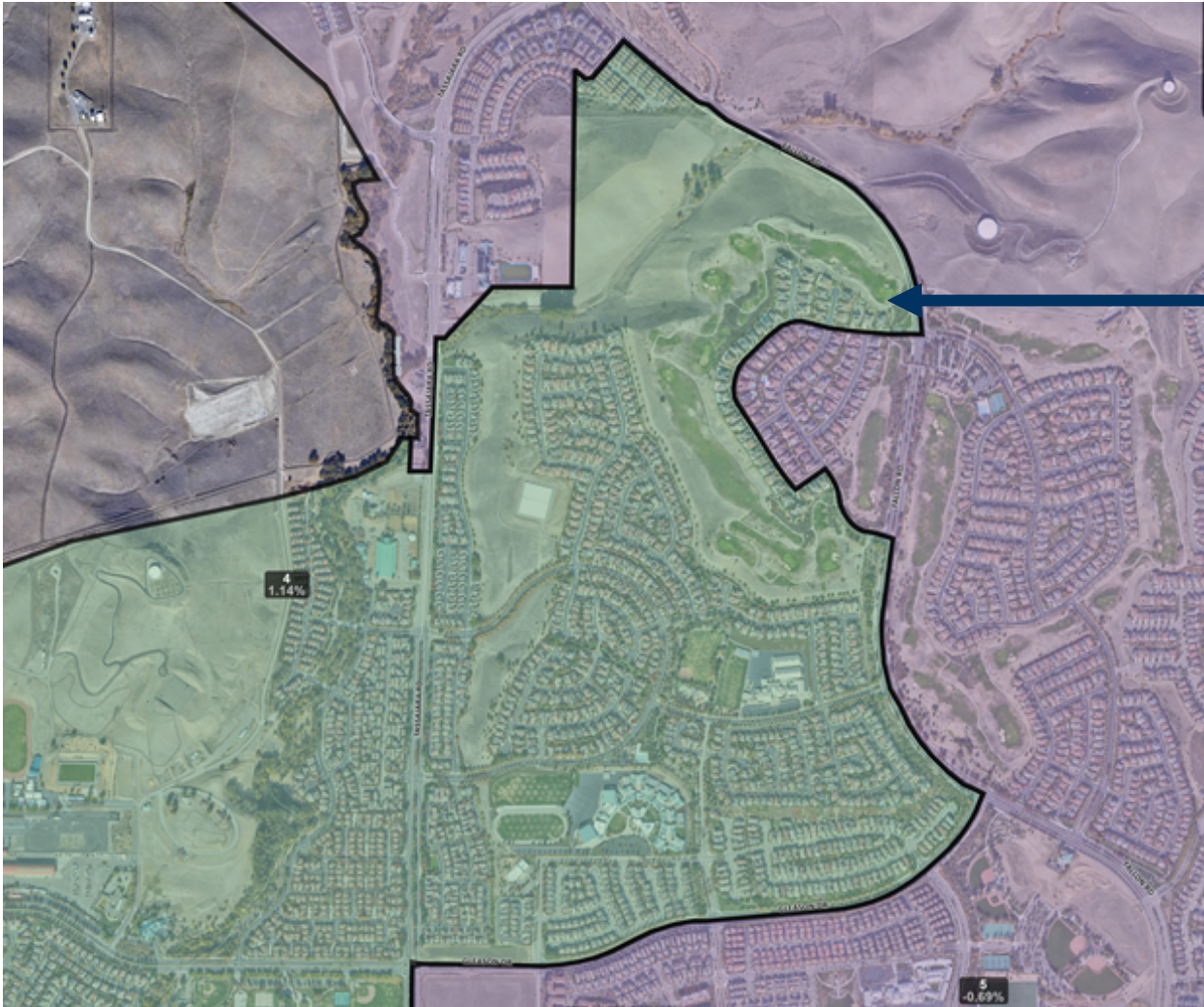
- Lilac Plan
- Violet Plan
- Magenta Plan
- Plum Plan

Board Modified

- Indigo Plan: Magenta Plan, updating Division 4/5 boundary.



Indigo Plan



HOA intended
to be united in
Division 5 split

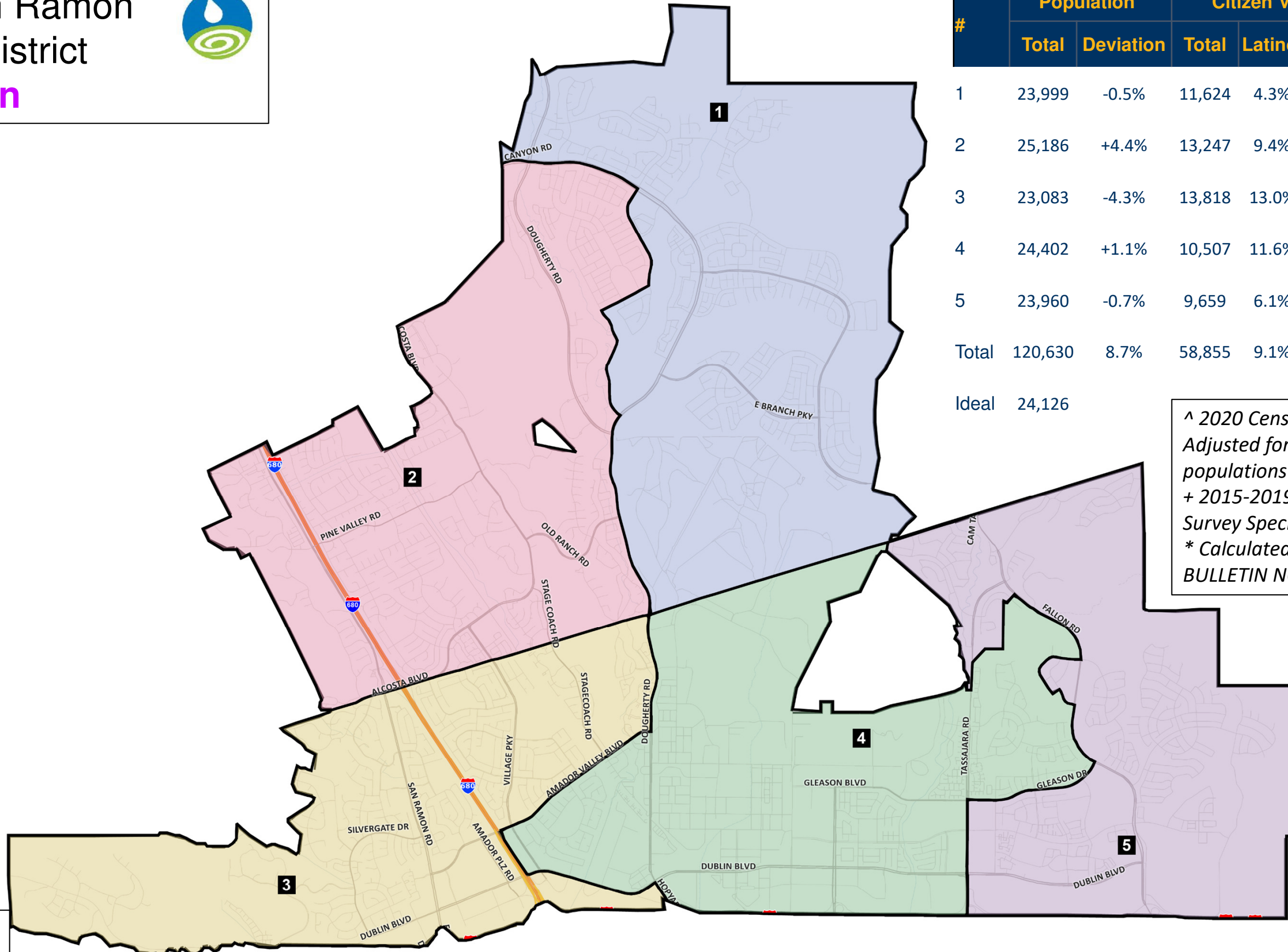


Indigo Plan



Part of 830 person census block which includes several other population centers

Dublin San Ramon
Services District
Indigo Plan



#	Population [^]		Citizen Voting Age Population ⁺				
	Total	Deviation	Total	Latino [*]	Asian [*]	Black [*]	NH-White
1	23,999	-0.5%	11,624	4.3%	67.9%	2.7%	21.7%
2	25,186	+4.4%	13,247	9.4%	28.9%	4.1%	55.0%
3	23,083	-4.3%	13,818	13.0%	23.1%	2.8%	58.4%
4	24,402	+1.1%	10,507	11.6%	39.6%	6.4%	39.4%
5	23,960	-0.7%	9,659	6.1%	61.2%	5.4%	23.6%
Total	120,630	8.7%	58,855	9.1%	42.4%	4.1%	41.3%
Ideal	24,126						

[^] 2020 Census Redistricting Data.
Adjusted for incarcerated populations
+ 2015-2019 American Community Survey Special Tabulation
^{*} Calculated pursuant to OMB BULLETIN NO. 00-02

Prepared by
WAGAMAN STRATEGIES

Dublin San Ramon Services District Redistricting Plans 12/07/21

Plan	District	Population [^]			Citizen Voting Age Population ⁺								
		Total		Deviation	Total	Latino*		Asian*		Black*		Non-Hispanic White	
		#	#	%	#	#	%	#	%	#	%	#	%
Indigo	1	23,999	-127	-0.5%	11,624	501	4.3%	7,890	67.9%	316	2.7%	2,518	21.7%
Indigo	2	25,186	1,060	4.4%	13,247	1,249	9.4%	3,832	28.9%	537	4.1%	7,290	55.0%
Indigo	3	23,083	-1,043	-4.3%	13,818	1,796	13.0%	3,187	23.1%	383	2.8%	8,072	58.4%
Indigo	4	24,402	276	1.1%	10,507	1,214	11.6%	4,162	39.6%	671	6.4%	4,139	39.4%
Indigo	5	23,960	-166	-0.7%	9,659	586	6.1%	5,907	61.2%	521	5.4%	2,275	23.6%

[^] 2020 Census Redistricting Data. Adjusted for incarcerated populations

⁺ Adjusted 2015-2019 American Community Survey Special Tabulation

* Calculated pursuant to OMB BULLETIN NO. 00-02

Public Input Received

❖ Nextdoor Poll #1 Results - October 28 – November 4, 2021

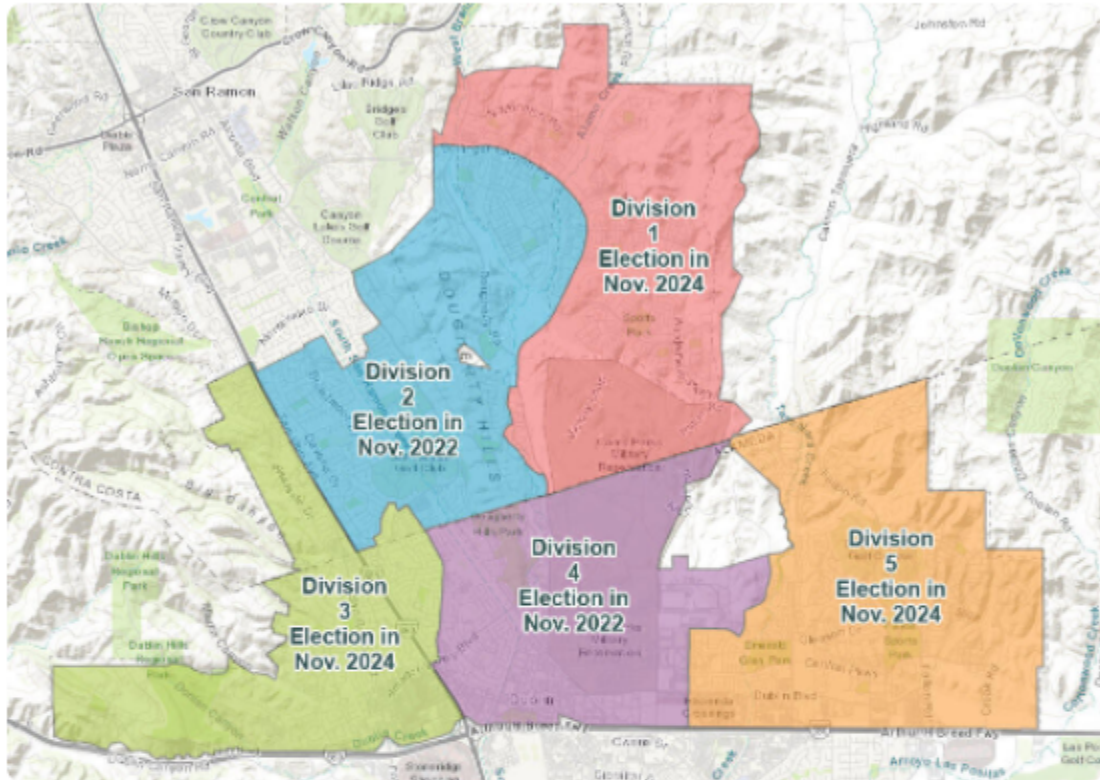
Blue Map favored at 55%

One comment received from Alex White, October 28, 2021 (shown below)



Dublin San Ramon Services District ✓

Communications Specialist Lea Blevins • 20 hr ago



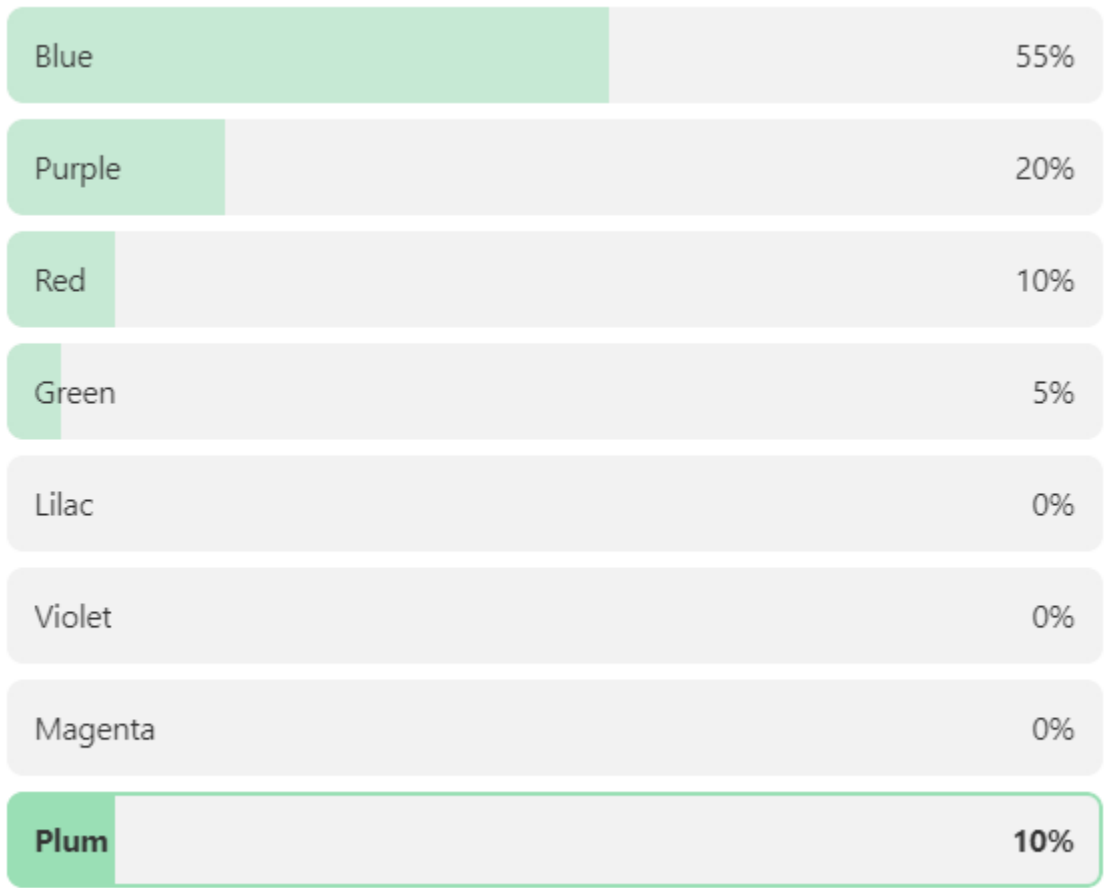
What Draft Plan Map Do You Prefer? DSRSD is redrawing election division boundaries based on new information from the 2020 Census. The five members on the Board of Directors are elected by voters to represent each individual area.

There are eight draft plan maps available for public review. Visit the interactive map link below to view draft division plans, then choose your preference!

<https://www.google.com/maps/d/u/1/viewer?mid=1sgcZyK5hGFGUTg5I3-wti34DVjd9Pq0l&ll=37.742438045838625%2C-121.91717392592368&z=13>

The Board is scheduled to hold a public hearing and adopt a final map at the Tuesday, Nov. 16, meeting at 6 p.m. in the Boardroom of the District Office, 7051 Dublin Blvd., Dublin.

More information on Census redistricting is available at:
<https://www.dsrdsd.com/about-us/census-redistricting>



20 votes Closed



DSRSD Updated Draft Plans - Google My Maps
google.com



Posted to **Subscribers of Dublin San Ramon Services District** in 1 area

Like 1 Comment Share



Alex White • Windemere



Your survey sucks. Draw away, for what ever reason, blue,green... what di I vote for. Oh. Incomplete explanation, not very interactive. . Take my blue vote off.
(edited)

21h [Like](#) [Reply](#) [Share](#)

❖ Nextdoor #2 Poll Results - November 8 – November 16, 2021

Blue Map favored at 30%

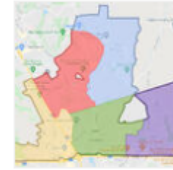
No comments received



What Voting Division Map Do You Prefer?

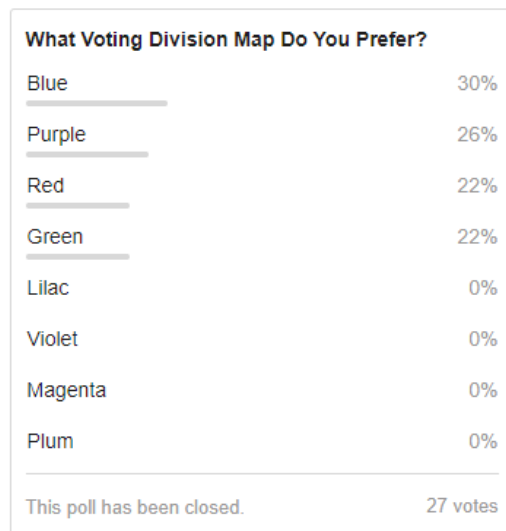
Communications Specialist Lea Blevins from Dublin San Ramon Services District · 8 Nov

DSRSD must redraw election division boundaries based on new data from the 2020 Census. Voters from each geographic area select one member to represent their area on the Board of Directors.



Open this interactive Google map to view the eight draft plan maps up for consideration by the DSRSD Board: <https://www.google.com/maps/d/u/1/viewer...> Check the boxes one at a time to view the individual maps that correspond with poll choices below, then return here to vote for your preference!

(Image above post shows current election divisions that will be updated.)



8 Nov · Subscribers of Dublin San Ramon Services District in 1 area in General

THANK REPLY | 1



TITLE: Approve Continuation of District's State of Emergency in Response to COVID-19 Pandemic by General Manager and Find that the Need for the District's State of Emergency Still Exists

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, a continuation of the State of Emergency response to the COVID-19 pandemic, as declared by the General Manager and confirmed and ratified by Resolution No. 26-20 and find that there exists a need for continuing the District's COVID-19 emergency which the Board last confirmed on November 16, 2021.

DISCUSSION:

On March 16, 2020, the General Manager, as the District’s Emergency Manager per the Emergency Response Plan policy (P300-16-2), declared a District State of Emergency in response to the COVID-19 pandemic and state and local public health orders that limited the operations of certain businesses and activities to protect public health and slow the spread of the virus. District emergency plans were aggressively implemented to allow for operational flexibility in meeting the challenges of COVID-19, while providing essential water and wastewater services. On March 25, 2020, the Board of Directors approved Resolution No. 26-20, which confirmed the continuation of the District State of Emergency and directed the General Manager to report on progress at least at every regularly scheduled meeting until the State of Emergency is terminated.

Since the first Bay Area Shelter-in-Place order was issued on March 16, 2020, the State of California, Alameda County Health Officer, and California Division of Occupational Safety and Health (Cal/OSHA) have implemented and modified several COVID-19 restrictions that affect DSRSD’s safety practices and operations. These COVID-19 restrictions have evolved based on changing pandemic conditions. The District is in compliance with all applicable COVID-19 regulations for the workplace.

The California State of Emergency for COVID-19 remains in effect. Alameda County is currently in the moderate (yellow) tier of the Centers for Disease Control and Prevention (CDC) system for monitoring transmission of COVID-19. If Alameda County remains in the yellow tier and hospitalizations remain low and stable, it is possible that Alameda County could meet the criteria for lifting the universal indoor face covering requirement by the end of December 2021. However, State and local public health officials are also anticipating an increase in COVID-19 cases this winter due to an increase in indoor activities and social events. To assure proper staffing and support of critical operational functions, staff is requesting the Board find that there still exists a need to continue the COVID-19 State of Emergency reflected by Resolution No. 26-20.

Originating Department: Office of the General Manager	Contact: J. Lee	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input checked="" type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		34 of 142



TITLE: Approve Terms and Conditions, Salary, and Benefits for Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees, and Unrepresented Senior Managers

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, the terms and conditions, salary, and benefits for Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees, and Unrepresented Senior Managers for the period of December 13, 2021, through December 21, 2025.

SUMMARY:

Over the past year, several employees have petitioned the District to remove themselves from exclusive representation with a bargaining unit and have requested that their classifications change to unrepresented status. In addition, the Senior Managers have also requested to amend their individual Personal Services Agreements (PSA) and transfer to an unrepresented status. The resolution before the Board tonight formalizes this change and defines the terms and conditions, salary, and benefits for these classifications.

DISCUSSION:

On September 21, 2020, the District and the Mid-Management Employees’ Bargaining Unit (MEBU) agreed to a unit modification, to remove the Human Resources and Risk Manager position from exclusive representation by MEBU and becoming recognized as an “Unrepresented Manager” employee. On January 26, 2021, the District and the Confidential Employees’ Bargaining Unit (CEBU) agreed to a unit modification, to remove the Human Resources Analyst I/II, Human Resources Technician, Administrative Assistant I/II - Confidential positions from exclusive representation by CEBU and becoming recognized as “Unrepresented Professional, Technical, Administrative, and Confidential” employees. On November 30, 2021, the District and the Administrative Services Director, Assistant General Manager, and Operations Director agreed to be recognized as “Unrepresented Senior Manager” employees. The incumbent Engineering Services Director has announced her retirement, to be effective on December 30, 2021, and will have no change to her current Personal Services Agreement terms and conditions, salary, and benefits. The newly appointed Engineering Services Director will be an Unrepresented Senior Manager and terms and conditions, salary, and benefits will be stipulated by Board resolution. The proposed Board resolution and exhibits have been available for public viewing including publication on the District’s website since Thursday, December 2, 2021.

Key provisions are as follows:

- Positions to be covered by Unrepresented Manager, Professional, Technical, Administrative, and Confidential employees group: Human Resources and Risk Manager, Human Resources Analyst I/II, Human Resources Technician, and Administrative Assistant I/II - Confidential
- Positions to be covered by Unrepresented Senior Managers: Administrative Services Director, Assistant General Manager, Engineering Services Director (new hire, effective 1/3/22), and Operations Director
- Future Salary Increases: COLA (cost-of-living adjustment) based on change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the 12-month period ending October 31 – calendar year (CY) 2022 (Floor of 3% and Ceiling of 4%), CY 2023 (Floor of 2.5% and Ceiling of 4%), CY 2024 and CY 2025 (Floor of 2% and Ceiling of 4%)
- Continue Deferred Compensation Incentive: \$2,500 dollar-for-dollar matching contribution to employee’s 457 plan

Originating Department: Administrative Services	Contact: M. Gallardo	Legal Review: Yes
Financial Review: Yes	Cost and Funding Source: FYE 2022 and FYE 2023 Operating Budget	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Other (see list on right)	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation Attachment 1 – Memo of Agreement for Unit Modification between District and MEBU, 9/21/20 Attachment 2 – Memo of Agreement for Unit Modification between District and CEBU, 1/26/21	

- Classification and Compensation Plan Implementation: Implements the results of compensation study and update to the District’s compensation plan
- Health Care: Medical insurance contribution beginning February 1, 2022, set at CalPERS 2022 Kaiser rate for employee, employee + one, or employee + two or more dependents, and future increases in the Kaiser rate, over the District’s Maximum Contribution, are shared at 50% District/50% employee over the previous year’s Maximum Contribution amount
- Waiver of Health Care: \$400 per month as a cash payment

These amendments would adjust Senior Management base salaries as follows:

Proposed New Senior Manager Base Salary Effective 12/13/21			
	Administrative Services Director	Assistant General Manager	Operations Director
Current Monthly Base Salary (Step E)	\$20,153	\$21,666	\$20,153
Current Annual Base Salary (Step E)	\$241,836	\$259,992	\$241,836
Merit Adjustment Amount (%)	0%	5%	0%
COLA Adjustment Amount (%)	4%	4%	4%
New Monthly Base Salary (Step E)	\$20,959	\$22,533	\$20,959
New Annual Base Salary (Step E)	\$251,508	\$270,396	\$251,508

Proposed Engineering Services Director Base Salary		
	Effective 12/13/21	Effective 1/3/22
Current Monthly Base Salary (Step E)	\$20,153	\$20,153
Current Annual Base Salary (Step E)	\$241,836	\$241,836
Merit Adjustment Amount (%)	0%	0%
COLA Adjustment Amount (%)	0%	4%
New Monthly Base Salary (Step E)	\$20,513	\$20,959
New Annual Base Salary (Step E)	\$246,156	\$251,508

Effective on December 13, 2021, the base salary for the Administrative Services Director will be at Step E (\$20,959 per month), the Operations Director will be at Step E (\$20,959 per month) and the Assistant General Manager will be at Step D (\$21,459 per month). The increases would become effective on December 13, 2021, which is the first day of the District’s first pay period to occur in CY 2022. An oral report will be presented for this item, as required by Government Code Section 54953.



7051 Dublin Boulevard
Dublin, CA 94568-3018

main (925) 828-0515
fax (925) 829-1180
www.dsrsd.com

September 15, 2020

Steve Delight, MEBU President
Nicole Genzale, MEBU Vice President
7051 Dublin Blvd.
Dublin, CA 94568

RE: Dublin San Ramon Services District's Initiation of Modification to the Mid-Management Employees Bargaining Unit

Dear Steve and Nicole,

Pursuant to Section 5(a) of the Dublin San Ramon Services District's ("District") employer-employee relations ordinance ("EERO"), this letter serves as the District's written notice of a proposed unit modification to the Mid-Management Employees Bargaining Unit ("MEBU" or "bargaining unit"). The District seeks to modify the existing bargaining unit through the removal of the Human Resources and Risk Supervisor position ("position") from the group. The current incumbent is Michelle Gallardo.

As explained more fully below, the District seeks to remove the Human Resources and Risk Supervisor position from MEBU because of the conflicts that arise for this position to remain in the bargaining unit.

MEBU is the formally recognized employee group for those employees whose positions are designated as mid-management by the District. While this position is classified as a mid-management position, Article II of the EERO states that "managerial, supervisory and confidential responsibilities . . . are determining factors in establishing appropriate units."

The EERO defines an "Employee Organization" as "either any organization that includes District employees and that has as one of its primary purposes representing those employees in their relations with the District; or any organization that seeks to represent District employees in their relations with the District." The EERO defines a "Confidential Employee" as "any employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer-employee relations." Generally, Human Resource directors, supervisors and managers are not in represented bargaining units because they handle contract negotiations, advise on discipline and termination matters, and have access to confidential information for all employees.

Here, the Human Resources and Risk Supervisor position has a central role in the District's labor relations and employee discipline and termination matters and has regular access to confidential information for all employees.

It is a conflict for the Human Resources and Risk Supervisor to remain a member of any bargaining unit when the position requires that the incumbent act in a confidential capacity to the District's senior

Steve Delight, MEBU President
Nicole Genzale, MEBU Vice-President
District's Initiation of Unit Modification
September 11, 2020

management regarding labor relations policies. The position manages the complex functions of the Human Resources and Risk Management Division and, in this capacity, provides guidance and recommendations to senior managers on matters related to bargaining unit concerns, labor agreement negotiations, and other sensitive labor relations problems. This position not only requires advising senior managers who make and implement labor relations policies, but also first-hand interpretation, implementation, and application of Memoranda of Understanding and resolutions related to employee compensation and benefits. Therefore, it is inappropriate for the position to remain in the unit when it has regular access to bargaining strategy and is responsible for interpreting the collective bargaining agreement that it is a party to on both sides.

Additionally, this position is heavily involved in discipline and termination matters. The position provides guidance and recommendations to senior managers with matters related to grievances and interprets and applies District rules, policies and procedures, and local, state, and federal laws. Furthermore, this position manages the planning, development, and implementation of the District's Performance Management program and also assumes the lead role in resolving claims and other related litigation matters filed against the District. In this capacity, the position would undoubtedly be involved in advising on discipline, termination and litigation matters involving all employee organizations, including MEBU.

Lastly, this position maintains and supervises the Human Resources Information System, confidential personnel files, and other sensitive employee records. As a result, this position has regular access to sensitive and confidential information for all employees.

For the foregoing reasons, it is inappropriate for the Human Resources and Risk Supervisor position to remain in MEBU. The position should be unrepresented to avoid the conflicts of interests outlined above. Therefore, the District petitions for the removal of this position from the MEBU bargaining unit.

MEBU may request to be heard on this matter. Such request should be provided in writing to my office within ten (10) days of this proposed modification notice. The Employee Relations Officer will make a final determination after MEBU has had the opportunity to be heard and will then call a meeting with you for the purpose of providing the decision in writing. MEBU may submit an appeal as provided in Article II Section 6 of the EERO within ten (10) days of the notice of the Employee Relations Officer's determination. Please find a copy of the EERO attached to this letter. If MEBU agrees with the proposed unit modification to remove the Human Resources and Risk Supervisor classification from its unit, please sign below acknowledging such agreement.

Please feel free to contact me if you have any questions on this matter.

Sincerely,

Carol Atwood
Digitally signed by Carol Atwood
Date: 2020.09.15 11:51:12 -07'00'

Carol Atwood
Administrative Services Manager

Steve Delight, MEBU President
Nicole Genzale, MEBU Vice-President
District's Initiation of Unit Modification
September 11, 2020

Date:

Re: Acknowledgement of MEBU's agreement with the proposed unit modification as described above.

Signature: Steven Delight 09/21/2020

CC: Daniel McIntyre, General Manager, Employee Relations Officer

Enclosed: District's EERO



Memo

To: Samantha Koehler, CEBU Representative
 Jackie Simmerson, CEBU Representative
 Lori Martin, CEBU Representative

From: Carol Atwood, Administrative Services Manager

CC: Michelle Gallardo, HR & Risk Supervisor

Date: January 25, 2021

Subject: **Dublin San Ramon Services District's Initiation of Modification to the Confidential Employees Bargaining Unit**

Pursuant to Section 5(a) of the Dublin San Ramon Services District's ("District") employer-employee relations ordinance ("EERO"), this letter serves as the District's written notice of a proposed unit modification to the Confidential Employees Bargaining Unit ("CEBU" or "bargaining unit"). The District seeks to modify the existing bargaining unit through the removal of the three classifications (Human Resources Analyst I/II, Human Resources Technician and Administrative Assistant I/II-Confidential). The incumbents are Samantha Koehler, Jackie Simmerson, and Lori Martin.

As explained more fully below, the District seeks to remove these three positions from CEBU because of the conflicts that arise for these positions to remain in a bargaining unit.

CEBU is the formally recognized employee group for those employees whose positions are designated as confidential by the District. While these positions are classified as confidential positions, Article II of the EERO states that "managerial, supervisory and confidential responsibilities . . . are determining factors in establishing appropriate units."

The EERO defines an "Employee Organization" as "either any organization that includes District employees and that has as one of its primary purposes representing those employees in their relations with the District; or any organization that seeks to represent District employees in their relations with the District." The EERO defines a "Confidential Employee" as "any employee who, in the course of his or her duties, has access to confidential information relating to the District's administration of employer/employee relations." Generally, Human Resources staff, supervisors and managers are not in represented bargaining units because they handle contract negotiations, advise on discipline and termination matters, and have access to confidential information for all employees.

Here, the three Human Resources classifications have a central role in the District's labor relations and employee discipline and termination matters and have regular access to confidential information for all employees.

It is a conflict for these three Human Resources classifications to remain members of any bargaining unit when the positions require that incumbents act in a confidential capacity to the District's senior

management regarding labor relations policies. These positions assist in supporting the complex functions of the Human Resources and Risk Management Division and, in this capacity, provide administrative support and, in some cases, recommendations to senior managers on matters related to bargaining unit concerns, labor agreement negotiations, and other sensitive labor relations matters. These positions not only require supporting the HR & Risk Supervisor and senior managers who make and implement labor relations policies, but also first-hand interpretation, implementation, and application of Memoranda of Understanding and resolutions related to employee compensation and benefits. Therefore, it is inappropriate for these positions to remain in the unit when they have regular access to bargaining strategy and are responsible for assisting in the interpretation of the collective bargaining agreement that it is a party to on both sides.

Additionally, these positions are heavily involved in supporting the HR & Risk Supervisor with discipline and termination matters. These positions provide support to the HR & Risk Supervisor with matters related to grievances and interpretations and applications of District rules, policies and procedures, and local, state, and federal laws. Furthermore, these positions support implementation of the District's Performance Management program. In this capacity, these positions would undoubtedly be involved in supporting the HR & Risk Supervisor on discipline, termination and litigation matters involving all employee organizations, including CEBU. Lastly, these positions assist in the maintenance of the Human Resources Information System, confidential personnel files, and other sensitive employee records. As a result, these positions have regular access to sensitive and confidential information for all employees.

For the foregoing reasons, it is inappropriate for the Human Resources Analyst I/II, HR Technician and Administrative Assistant II-Confidential to remain in CEBU. These positions should be unrepresented to avoid the conflicts of interests outlined above. Therefore, the District petitions for the removal of these positions from the CEBU bargaining unit. CEBU may request to be heard on this matter. Such request should be provided in writing to my office within ten (10) days of this proposed modification notice. The Employee Relations Officer will make a final determination after CEBU has had the opportunity to be heard and will then call a meeting with you for the purpose of providing the decision in writing. CEBU may submit an appeal as provided in Article II Section 6 of the EERO within ten (10) days of the notice of the Employee Relations Officer's determination. Please find a copy of the EERO attached to this letter. If CEBU agrees with the proposed unit modification to remove the Human Resources Analyst I/II, HR Technician and Administrative Assistant II-Confidential classifications from its unit, please sign below acknowledging such agreement.

Please feel free to contact me if you have any questions on this matter.

Date of Acceptance: 1/26/2021

Re: Acknowledgement of CEBU's agreement with the proposed unit modification as described above.

Signature: Samantha Koehler Digitally signed by Samantha Koehler
Date: 2021.01.26 10:32:53 -08'00' Date: 1/26/2021

Signature: Jacqueline Simmerson Digitally signed by Jacqueline Simmerson
Date: 2021.01.26 11:10:36 -08'00' Date: 1/26/2021

Signature: Lori Martin Digitally signed by Lori Martin
Date: 2021.01.26 11:16:34 -08'00' Date: 1/26/2021

CC: Daniel McIntyre, General Manager, Employee Relations Officer
Enclosed: District's EERO

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING TERMS AND CONDITIONS, SALARY, AND BENEFITS FOR UNREPRESENTED MANAGER, PROFESSIONAL, TECHNICAL, ADMINISTRATIVE, AND CONFIDENTIAL EMPLOYEES, AND UNREPRESENTED SENIOR MANAGERS

WHEREAS, the Mid-Management Employees' Bargaining Unit ("MEBU") and the District agreed to a unit modification to remove the Human Resources and Risk Manager position from exclusive representation by MEBU and became recognized as an "Unrepresented Manager" position of the District on September 21, 2020; and

WHEREAS, the Confidential Employees' Bargaining Unit ("CEBU") and the District agreed to a unit modification to remove all covered positions from exclusive representation by CEBU and became recognized as "Unrepresented Professional, Technical, Administrative, and Confidential" positions of the District on January 26, 2021; and

WHEREAS, the Administrative Services Director, Assistant General Manager, and Operations Director and the District have agreed to the setting of employment terms and conditions, salary, and benefits by Board resolution as Unrepresented Senior Managers, to take effect on December 13, 2021; and

WHEREAS, the incumbent Engineering Services Director, Judy A. Zavadil's, employment terms and conditions shall continue to be in effect in accordance with Resolution No. 47-16 effective July 20, 2016, and as amended on November 7, 2017, and April 7, 2021; and

WHEREAS, the successor Engineering Services Director's employment terms and conditions, salary, and benefits shall take effect on January 3, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, does hereby:

1. Approve the Salary and Benefits Resolution between District and Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees for the period of December 13, 2021, through December 21, 2025, attached hereto as Exhibit "A" and incorporated by reference herein; and

2. Approve the Salary and Benefits Resolution between District and Unrepresented Senior Managers for the period of December 13, 2021 through December 21, 2025, attached hereto as Exhibit "B" and incorporated by reference herein.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Exhibit A to Resolution No. **TBD**

Salary and Benefits Resolution

For

**Unrepresented Management, Professional, Technical,
Administrative and Confidential Employees**

Effective Date: December 13, 2021

TABLE OF CONTENTS

Section 1.	Salaries and Cash Benefits	3
Section 2.	Hours of Work	6
Section 3.	Health and Welfare	6
Section 4.	Retirement Plan	10
Section 5.	Holidays	11
Section 6.	Administrative Leave for Unrepresented Exempt Employees	12
Section 7.	Unrepresented Employee Leave Bank	12
Section 8.	Sick Leave	15
Section 9.	Leaves of Absence	15
Section 10.	Probationary Period	18
Section 11.	Layoffs	19
Section 12.	Separation, Discharge and Discipline	19
Section 13.	Grievances	19
Section 14.	Personnel Files	21
Section 15.	Miscellaneous Provisions	21
Section 16.	Separability of Provisions	22
Appendix 1	List of Unrepresented Management, Professional, Technical and Administrative Positions	23
Appendix 2	Summary and Definition of Confidential Designation	24

Section 1. Salaries and Cash Benefits

The wages, hours and conditions of employment for Unrepresented Management, Professional, Technical, Administrative and Confidential employees (herein referred to as “Unrepresented Employees” or “Employees”) shall be as follows:

1.1 Salaries

Effective on the first day of the first pay period of calendar years 2022 through 2025, Unrepresented Employees will receive a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- For calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 3.0%. For calendar year 2022, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2023, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2024 and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated unrepresented employees will receive 0% cost of living salary increase adjustment of the employee’s y-rated salary, or the market salary rate for the employee’s classification with the applicable cost of living applied.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 1.3.

Unrepresented management, professional, technical, administrative and confidential positions are listed in Appendix 1.

1.2 Entrance Salary

Except as herein otherwise provided, the entrance salary shall be the minimum salary for the class to which that person is appointed. When circumstances warrant, the General Manager may approve an entrance salary that is more than the minimum salary.

1.3 Step Increases

(a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the employee's performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee's anniversary date, according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A and Senior Manager's approval.
- Step C upon completion of twelve (12) months' service in Step B and Senior Manager's approval.
- Step D upon completion of twelve (12) months' service in Step C and Senior Manager's approval.
- Step E upon completion of twelve (12) months' service in Step D and Senior Manager's approval.

c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary after working 2080 hours (equivalent to a full time employee).

1.4 Total Compensation Surveys

All total compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 1.5.

1.5 Compensation Survey Procedures

The basis of compensation will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. Total compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two-thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$8,175.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$8,146.33

The following list of agencies will be used to establish the benchmark level of salaries:

EBMUD Livermore
ACWD Pleasanton
CCCSD DDS
CCWD Brentwood
USD

1.6 Salary Increase Upon Promotion or Reclassification

When an Unrepresented Employee is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than, or the same as, the employee's salary at the time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an Unrepresented Employee is promoted or reclassified from one classification to a different classification, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

1.7 Out-of-Class Pay

An Unrepresented Employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform of the full range of the duties of a position having a higher salary range or rate of pay, will be paid the first step of the higher range, which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made for five (5) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for five (5) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Compensation provided under this section shall be salary only. All benefits will continue at the

level of the employee's regular position.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

1.8 Deferred Compensation

During the term of this Resolution, the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option.

Beginning on the first pay date of the first full pay period of calendar year 2022, the District will contribute on behalf of each employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

1.9 Temporary Promotions

For Unrepresented management, professional, technical, administrative and confidential employees, compensation provided under this section shall be salary only, as outlined in Section 1.7. All benefits will continue at the level of the employee's regular position.

Section 2. Hours of Work

For non-exempt employees, the regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. Exempt employees may be required to, or because of the workload, may work in excess of their daily work schedule or eighty (80) hours per pay period and those hours shall be recorded as regular work time on the District's time accounting system but shall not be paid.

Each exempt employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular basis. Occasionally, an employee may work fewer hours than their daily work schedule with the approval of their supervisor, and that time shall be made up during the same pay period or supplemented by use of leave. Employees may request an alternative work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted.

Section 3. Health and Welfare

3.1 Medical

(a) Health Care Insurance

The District is committed to provide health care (medical) insurance to each Unrepresented Employee. The District currently obtains its health insurance through CalPERS and shall

endeavor to continue that coverage for the duration of this Resolution. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

(b) Medical Insurance Premiums

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for February 1, 2022 through December 31, 2022 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

Effective January 1, 2023, Unrepresented employees will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50%

of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution, then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024.

If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025.

If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Unrep Share of Increase	District Max Contribution
Max Contribution 2023	\$ 2,150	(example assumes Kaiser rate decreased in 2023)			
Kaiser Rate 2024	\$ 2,225	\$ 75	\$ 37.50	\$ 37.50	\$ 2,188

Unrepresented employees will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) Post-Retirement Premiums

The District shall provide health care (medical) insurance to each qualified Unrepresented Employee that elects the option and retires from the District. The District shall contract with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care in accordance with Resolution 47-07.

(d) Waiver of Coverage

An Unrepresented Employee who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and designate in writing to forgo medical insurance coverage through the District and receive a contribution as a cash payment (payable bi-monthly via payroll) in the amount of four hundred dollars (\$400) per month. Such payment may be made on a per pay period basis as determined by the District. Said election must be made for the employee as well as his or her dependents.

Eligibility for participation in this program shall be governed by the Guidelines for the Share

the Savings Program in the District's Personnel Rules.

It shall be the employee's responsibility to promptly notify Human Resources (HR) if any eligibility condition changes. Any overpayment made to the employee due to their failure to notify HR accordingly will be collected from the employee until the overpayment is fully paid back to the District.

3.2 Dental

The District shall provide dental care benefits covering the Unrepresented Employee, spouse, and eligible dependents.

3.3 Retiree Dental

The District shall provide retiree dental care benefits for Unrepresented Employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

3.4 Life Insurance

(a) Amount

The District shall provide each Unrepresented Employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times an employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for Unrepresented Employees to purchase additional life insurance for themselves or their dependents at employee cost.

3.5 Short-Term and Long-Term Disability

The District shall provide each Unrepresented Employee with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days of short term disability coverage. Both Short Term and Long Term Disability Insurance benefits cease upon termination of employment.

3.6 Vision Care

The District shall provide each Unrepresented Employee with vision care benefits covering the

employee, spouse, and eligible dependents.

3.7 Retiree Vision

Vision care will not be provided to Unrepresented Employees who retire from the District.

3.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement, including employee paid health care premiums, and allow employee contributions up to the maximum extent permitted by law.

3.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is similar or better as specified in this Resolution.

Section 4. Retirement Plan

4.1 Terms of Program

District employees receive retirement benefits through CalPERS. The Retirement Plan between the District and Public Employees Retirement System (PERS) is documented in a separate MOU between formerly represented employees of CEBU and one position in MEBU and District entitled "Regarding PERS Retirement Formula Enhancement" dated November 17, 2004 and includes single highest year option and "Local Miscellaneous 2.7% at 55" for Classic Members.

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 "Regarding PERS Retirement Formula Enhancement" MOU. "New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a "classic member" or "new member" in accordance with the Public Employees' Pension Reform Act (PEPRA). The District has initiated a contract amendment with CalPERS to establish a Section 20516 cost share for Classic members under an Unrepresented retirement group. The cost share under the Unrepresented CalPERS retirement group will become effective as soon as administratively possible with CalPERS. Until such time, Unrepresented Classic members will continue the Section 20516 cost share in accordance with the resolutions from which their classifications were previously covered. For classifications formerly represented by the Mid-Management Employees' Bargaining Unit (MEBU) in accordance with the November 17, 2004 MOU between the District and MEBU (Resolution 78-04), Classic members' contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus two percent (2%) cost share of the District's employer CalPERS contribution, for a total of ten percent (10%)

CalPERS contribution. For classifications formerly represented by the Confidential Employees’ Bargaining Unit (CEBU), in accordance with the November 17, 2004 MOU between the District and CEBU (Resolution 45-07), Classic members’ contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus two percent (2%) cost share of the District’s employer CalPERS contribution, for a total of ten percent (10%) CalPERS contribution .

Effective the first day of the first pay period for calendar year 2025, which occurs on December 23, 2024, Classic members in the Unrepresented employees group will reduce the Section 20516 cost share of the District’s employer CalPERS contribution from two percent (2%) to zero percent (0%). Classic members will continue to contribute eight percent (8%) of the employee CalPERS contribution. Substantially similar provisions are included in memoranda of understanding and contracts with all other District employees. If the District decides to modify those provisions for any employee or employee group, the District will similarly amend this Resolution.

Section 5. Holidays

5.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

5.2 Holiday Schedule

The following shall be holidays under this Resolution, and shall fall on the calendar or legal date as noted. If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business as solely determined by the District.

Holiday	2021	2022	2023	2024	2025
New Year’s Day		Dec-31	Jan-2	Jan-1	Jan-1
Martin Luther King Day		Jan-17	Jan-16	Jan-15	Jan-20
Presidents’ Day		Feb-21	Feb-20	Feb-19	Feb-17
Memorial Day		May-30	May-29	May-27	May-26
Independence Day		July-4	July-4	July-4	July-4
Labor Day		Sept-5	Sept-4	Sept-2	Sept-1
Thanksgiving Day		Nov-24	Nov-23	Nov-28	Nov-27
Day after Thanksgiving		Nov-25	Nov-24	Nov-29	Nov-28
Christmas	Dec-24	Dec-26	Dec-25	Dec-25	Dec-25

5.3 Reporting Holiday Leave While on Alternative Work Schedule

Employees who work an alternative work schedule (9/80, 10/40) shall report “holiday” time as eight (8) hours and remaining “holiday” time as ELB (Employee Leave Bank) or Compensatory Time (if

accrued).

5.4 Floating Holidays

Five (5) Floating Holidays (40 hours) shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 7 of this Resolution.

Section 6. Administrative Leave for Exempt Unrepresented Employees

Five (5) Administrative Leave Days (40 hours), which are for the purpose of compensating exempt employees for the additional time required to perform their jobs beyond the normal work day and work week, shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 7 of this Resolution.

Section 7. Unrepresented Employee Leave Bank

7.1 Eligibility

All Unrepresented Employees begin accruing Employee Leave (Leave) as defined in Section 7.4 from their hire date.

7.2 Scheduling

The times during the calendar year at which an Unrepresented Employee shall take Leave shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

7.3 Use

Unrepresented Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this Resolution.

7.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date. Example: For a full-time Unrepresented Management Employee, the accrual rate during their first year of employment is 7.69 hours per pay period.

The following tables are based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Unrepresented Management Employees

Year	VAC	FH	ADMIN	Total Days	Total Hours	Per PP
1	15	5	5	25	200	7.69
2	16	5	5	26	208	8.00
3	17	5	5	27	216	8.31
4	18	5	5	28	224	8.62
5	19	5	5	29	232	8.92
6	20	5	5	30	240	9.23
7	21	5	5	31	248	9.54
8	22	5	5	32	256	9.85
9	23	5	5	33	264	10.15
10	24	5	5	34	272	10.46
11	25	5	5	35	280	10.77

Unrepresented Exempt Professional Employees

Year	VAC	FH	ADMIN	Annual Days	Annual Hours	Hours Per PP
1	10	5	5	20	160	6.15
2	11	5	5	21	168	6.46
3	12	5	5	22	176	6.77
4	13	5	5	23	184	7.08
5	14	5	5	24	192	7.38
6	15	5	5	25	200	7.69
7	16	5	5	26	208	8.00
8	17	5	5	27	216	8.31
9	18	5	5	28	224	8.62
10	19	5	5	29	232	8.92
11	20	5	5	30	240	9.23
12	21	5	5	31	248	9.54
13	22	5	5	32	256	9.85
14	23	5	5	33	264	10.15
15	24	5	5	34	272	10.46
16 & After	25	5	5	35	280	10.77

Unrepresented Non-Exempt Professional, Technical, Administrative and Confidential Employees

Non-exempt Employees					
Year	VAC	FH	Total	Total	Hours
			Days	Hours	PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	21	5	26	208	8.00
13	22	5	27	216	8.31
14	23	5	28	224	8.62
15	24	5	29	232	8.92
16 & after	25	5	30	240	9.23

7.5 Crediting of Leave

Unrepresented Employee Leave shall be accrued and credited in hours per pay period.

7.6 Employee Leave at Separation

Upon separation of employment, an Unrepresented Employee shall be paid cash value of his or her accrued Leave at the time of termination in accordance with the above schedule on a pro-rated basis.

7.7 Leave Sell Back

Each full-time Unrepresented Employee covered by this Resolution may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to one-hundred (100) hours, provided that there are at least one-hundred (100) hours remaining after each such sell back.

Section 8. Sick Leave

8.1 Benefits

Full-time Unrepresented Employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability in accordance with state and federal laws and the District Personnel Rules, or for the employee's dental, eye, or other physical or medical examination or treatment by a licensed practitioner. Part-time employee's sick leave will be prorated according to their scheduled hours.

8.2 Use

Employees may use sick leave on an hour-for-hour basis (or fraction thereof) in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this Resolution. Sick leave may not be used before it is credited and may only be used as outlined in 8.1 above.

8.3 Notification Requirement

If an employee will not be at work as scheduled, he/she must notify the supervisor within one half (1/2) hour of the time to report for work or at the first opportunity.

8.4 Physician's Certificate or Other Proof

At the discretion of the Unrepresented Employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

8.5 Family and Medical Care Leave

Family and Medical Care leave, the California Family Rights Act and other federal and state mandated leaves shall be administered in accordance with State and Federal Law.

8.6 Sick Leave Incentive Program – PERS Credit

The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in the Government Code of the State of California, Section 20965.

Section 9. Leaves of Absence

9.1 Jury Duty

An Unrepresented Employee summoned to jury duty shall inform his or her supervisor and, if required to report and/or serve, may be absent from duty with full pay only for those hours required to report and/or serve.

9.2 Bereavement Leave

In the event of a death in the immediate family of an employee, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave may be used for the purpose of Bereavement Leave.

9.3 Industrial Disability Leave

(a) General

Unrepresented Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

9.4 Catastrophic Leave Donation Program

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) program to assist Unrepresented Employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other Unrepresented Employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving Unrepresented Employee must:

1) be a regular or limited-term full-time employee;

2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate

family as defined in this Section has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance;

3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves;

4) be unable to return to work for at least thirty (30) days; and

5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave, then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a receiving employee shall not exceed three (3) months.
- (d) Leave time donations must be a minimum of one-hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one-workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8 hours per day/5 days per week work schedule for the duration of their leave.
- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.

- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that an eligible receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section.

9.5 Leave Without Pay

The General Manager may grant Unrepresented Employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the Unrepresented Employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that shall increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Unrepresented Employees may not be granted a leave of absence until all accrued Employee Leave Bank time is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive.

Section 10. Probationary Period

10.1 Nature of Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

10.2 Length

All new and promotional Unrepresented Employees shall serve a probationary period of twelve (12) months.

10.3 Rejection

During the probationary period, a new employee may be rejected at any time by the General Manager without cause and without the right of appeal.

10.4 Reinstatement

Any employee rejected during the probationary period following a promotional appointment shall

be reinstated to the former position from which he or she was promoted, provided the employee has not been discharged or disciplined pursuant to this Resolution.

Section 11. Layoffs

11.1 General

The General Manager may lay off an Unrepresented Employee. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined in accordance with the District's Personnel Rules.

Section 12. Separation, Discharge and Discipline

12.1 Separation

Separation of employment is defined as voluntary resignation, involuntary resignation due to job abandonment, termination of employment, layoff, and retirement. The last day worked is the last day of employment. Unrepresented Employees' separation shall be in accordance with District Personnel Rule 9.01

12.2 Right of Discharge and Discipline

The District shall have the right to discharge and discipline in accordance with District Personnel Rule 7.01 any Unrepresented Employee for conduct issues including, but not limited to, dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and personnel rules and regulations, which must be conspicuously posted and not in derogation of this Resolution, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of this Resolution. Discipline shall be implemented within sixty (60) calendar days of the District completing the District investigation of the situation causing the problem.

12.2 Appeals

Appeal of any Discharge or Discipline shall be in accordance with District Personnel Rule 7.02 Suspension, Demotion, Dismissal and Personnel Rule 7.03 Arbitration.

Section 13. Grievance Procedure

The grievance procedure is to develop and practice a reasonable and effective means of resolving difficulties which may arise among Unrepresented Employees, to reduce potential problems, to establish channels of communication, to settle differences which arise as close to the point of origin as possible, and to provide a program as fair as possible that will resolve differences promptly and without fear of reprisal. Grievances arising among Unrepresented Employees shall be subject to District Personnel Rules 8.01 Grievance Procedure, 8.02 Definition, Scope and Right to File and 8.03 Grievances Regarding Working

Condition Issues.

13.1 General

- (a) Changes to Resolution are Non-Grievable. Proposals to add to or change this Resolution or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this Resolution, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section, and no Adjustment Board shall have the power to amend or modify this Resolution or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (b) Changes to and Interpretations of Resolution. No changes in the Resolution or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless agreed to by the General Manager.
- (c) Pay Claims. All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) calendar days from the date of filing.

13.2 Grievance Procedure

- (a) Initial Discussions. Any employee who believes that he or she has a grievance must inform his or her immediate supervisor of the complaint along with a copy to the Administrative Services Director, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in which he or she works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

- (b) Referral to General Manager. In the event that the Unrepresented Employee and the District are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined), which arises and is presented, such grievance shall be submitted to the General Manager. G

The Unrepresented Employee must notify the General Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section that has not first been filed and investigated as required above. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be heard before a Hearing Officer for an advisory opinion.

- (c) Administrative Hearing

1. General. Any grievance that remains unresolved after consideration by the General Manager may be referred to an Administrative Hearing Officer for a non-binding opinion on the merits of the grievance. A notice to invoke an administrative hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

2. Selection of Hearing Officer. The hearing officer for a grievance matter shall be selected according to the same procedure as specified for an appeal of discharge/discipline.
3. Hearing Officer's Decision. Upon conclusion of the administrative hearing the hearing officer shall provide both the General Manager and the employee with copies of his or her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, nonbinding on either party, provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

(d) Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 14. Personnel Files

An Unrepresented Employee, or his or her representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 15. Miscellaneous Provisions

15.1 Outside Employment

No Unrepresented Employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his or her regular working hours. Any person while in the employment of someone other than the District shall wear no emblem, badge, uniform or other employee identification.

15.2 Certificates and Professional Organizations

The District shall pay for any required certificates, including renewal, as set forth in the Unrepresented Employee's job description. For each Unrepresented Employee covered by this

Resolution, the District will pay for the Unrepresented Employee's membership in up to two (2) professional/technical organizations related to the employee's classification. The District will also pay for one (1) professional/technical organization meeting per month, within the greater Bay Area, that the employee may choose to attend and in which the employee is a member. If the meeting occurs during regular work hours, the employee will receive compensation during attendance. If the meeting is during non-regular work hours, the employee will not be compensated for attendance. Other memberships and attendance will be determined on a case-by-case basis by the employee's supervisor.

15.3 Part-Time

All wages, hours and conditions of employment governed by this Resolution shall be prorated and/or adjusted for part-time employees in accordance with District's Part-Time Rules and Procedures.

Section 16. Separability of Provisions

Should any Section, clause or provision of this Resolution be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Resolution.

Appendix 1

LIST OF EXEMPT AND NON-EXEMPT POSITIONS

As of the Effective Date of this Resolution, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	Step E Salary as of 12/14/20	New Market Step E Salary as of 12/12/21 (before COLA)
	Monthly	Monthly
Human Resources Analyst II (formerly represented by CEBU)	\$11,902	\$11,982
Human Resources & Risk Manager (formerly represented by MEBU)	\$15,549	\$15,549

As of the Effective Date of this Resolution, the following positions are Non-Exempt positions as determined by application of the Fair Labor Standards Act:

Classification (All formerly represented by CEBU)	Step E Salary as of 12/14/20		New Market Step E Salary as of 12/12/21 (before COLA)	
	Monthly	Hourly	Monthly	Hourly
Administrative Assistant I- Confidential	\$7,480	\$43.1539	\$6,870	\$39.6346
Administrative Assistant I- Confidential (y-rated)	\$7,480	\$43,1539	\$7,480	\$43,1539
Administrative Assistant II- Confidential	\$8,226	\$47.4577	\$7,557	\$43.5981
Administrative Assistant II- Confidential (y-rated)	\$8,226	\$47.4577	\$8,226	\$47.4577
Human Resources Analyst I	\$10,893	\$62.8442	\$10,893	\$62.8442
Human Resources Technician	\$8,768	\$50.5846	\$8,768	\$50.5846

Appendix 2

SUMMARY AND DEFINITION OF CONFIDENTIAL DESIGNATION

The confidential designation of selected Unrepresented positions protects the confidentiality of the District's bargaining process and strategy, both in general contract negotiations and in day-to-day interaction with employee unions and associations. The employees who occupy positions designated as confidential serve as essential support members to the management team and their confidentiality is assured by their exclusion from any organized bargaining unit.

DEFINITION

The term "confidential employee" identifies those employees who are regularly required to assist District managers responsible for developing and implementing District policies within the area of labor relations. A confidential employee is an employee who normally participates or assists in writing and/or preparing policies affecting employees' wages, hours, and working conditions; or an employee who regularly has advance knowledge of decisions which affect labor relations; or who processes information relating to the District's confidential labor relations matters.

CRITERIA

The following factors are used (in their totality) to determine those positions to be designated as confidential:

A. The duties assigned to these positions include responsibility for providing clerical and/or technical support to managers who regularly participate in labor negotiations as a chief negotiator or team member; processing paperwork relating to labor negotiations, notes, research, management proposals, contract costing, strategies and plans, strike contingency plans, salary surveys, and problems within departments which are addressed during negotiations.

B. Responsibility for processing paperwork relating to the disposition of union/association grievances, Skelly hearings, letters of reprimand, counseling memos, employee background checks, and other documents including those relating to all other forms of employee discipline.

CONFIDENTIAL POSITIONS

- Human Resources & Risk Manager
- Human Resources Analyst I/II
- Human Resources Technician
- Administrative Assistant I/II- Confidential

Exhibit B to Resolution No. *TBD*

Salary and Benefits Resolution

For

Unrepresented Senior Management Employees

Effective Date: December 13, 2021

TABLE OF CONTENTS

Section 1.	Compensation	3
Section 2.	Retirement Plan	5
Section 3.	Health and Welfare Benefits	6
Section 4.	Flexible Benefits/IRS 125 Plan	10
Section 5	Leave Benefits	10
Section 6.	Additional Terms and Conditions of Employment	14
Section 7.	Separation from District Employment	15
Exhibit 1	List of Unrepresented Senior Management Positions	19

The specific terms and conditions of employment for Unrepresented Senior Management Employees (hereinafter referred to as “Manager” or “Employee”) are governed by their Personal Services Agreement or Offer Letter of Employment with the District. The District recognizes that Personal Services Agreements or Offer Letters of Employment may not address all terms and conditions of employment and there may be some terms and conditions of employment generally applicable to all Unrepresented Senior Management Employees. The more specific terms and conditions of employment of a Personal Services Agreement or Offer Letter of Employment are not modified by this Resolution. Where a Personal Services Agreement or Offer Letter of Employment is silent, the terms in this Resolution apply.

It is understood that Unrepresented Senior Management Employees shall perform all duties, assume all obligations and constantly meet all qualifications of their appointed job classification as that job classification exists as of the Effective Date of this Resolution and their Personal Services Agreement or Offer Letter of Employment and as it may, from time to time, be amended by the District.

The Unrepresented Senior Management Employees shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the District, and the Board. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.

Section 1. COMPENSATION

1.1 Initial Base Salary

Commencing on the Effective Date of this Resolution, District shall compensate Unrepresented Senior Management Employees a base salary in accordance with Appendix 1. Salaries for each Unrepresented Senior Management Employees shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next is based upon merit as explained in Section 1.3.

1.2. Annual Cost of Living Base Salary Adjustments

Subject to satisfactory performance as determined by the General Manager, Unrepresented Senior Management Employee’s base salary shall be adjusted in calendar year 2022 in accordance with Appendix 1 as follows:

A percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- a) For Administrative Services Director, Assistant General Manager and Operations Director, effective on the first day of the first pay period of calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 3.0%. In the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- b) For Engineering Services Director, effective on January 3, 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31, 2021, the “floor” for CPI shall be 3.0%. In the event that CPI is more than 4.0% for the twelve-month period ending October 31, 2021, the “ceiling” for CPI shall be 4.0%.

For all Unrepresented Senior Manager positions, effective on the first day of the first pay period of calendar years 2023 through 2025, a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2023, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2024 and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase.

1.3 Annual Merit Increase Adjustment

(a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the senior management employee's performance and are at the discretion of the General Manager.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, an Unrepresented senior management employee shall receive said increases in salary at the discretion of the General Manager on the employee's anniversary date (with the exception of the Assistant General Manager, as noted in Section 1.3(c) of this Resolution), according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A, at the discretion of the General Manager.
- Step C upon completion of twelve (12) months' service in Step B, at the discretion of the General Manager.
- Step D upon completion of twelve (12) months' service in Step C, at the discretion of the General Manager.
- Step E upon completion of twelve (12) months' service in Step D, at the discretion of the General Manager.

- (c) Assistant General Manager Annual Merit Increase Adjustment Subject to satisfactory performance as Assistant General Manager and accomplishment of goals as assigned by the General Manager, at the discretion of the General Manager, Assistant General Manager shall be eligible to receive a merit increase in base salary in the amount of five percent (5.0%) on the first day of the first pay period of calendar year 2022 and 2023.

Assistant General Manager is not automatically entitled to an annual merit increase adjustment. The General Manager, within his discretion, may still determine no merit increase is warranted.

1.4. Deferred Compensation Plan Existence and Participation

The District and Unrepresented Senior Management Employees acknowledge that as of the Effective Date of this Resolution, the District provides a Deferred Compensation Plan pursuant to an agreement or agreements with financial institution(s) qualified to provide such plans under the statutes of the United States Internal Revenue Code. Subject to the terms and conditions of such agreement(s) and the Deferred Compensation Plan collectively thereby established, the District and Unrepresented Senior Manager acknowledge that Unrepresented Senior Manager shall be eligible to participate in said Plan as Unrepresented Senior Manager shall determine. Nothing herein contained shall be deemed to limit the Board's discretion to revise, amend, or terminate said Plan, nor shall District be deemed obligated to replace said Plan in the event of its termination.

1.5. District Matching Contribution

Unrepresented Senior Management Employees may participate in the District-sponsored deferred compensation (457) plan on a voluntary basis in accordance with the IRC maximum contribution limitations. Unrepresented Senior Management Employees may also elect to contribute to a Roth 457 option. Beginning on the first pay date of the first full pay period of calendar year 2022 through 2025, the District will contribute on behalf of each Unrepresented Senior Management Employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the Unrepresented Senior Management Employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

Section 2. RETIREMENT PLAN

2.1 Retirement Program

District shall furnish Unrepresented Senior Management Employees with retirement benefits through the California Public Employees Retirement System ("PERS") under contract with PERS entered into pursuant to Government Code Sections 20450 et seq. District shall provide a retirement plan with the following benefits to Classic Members: 2.7% at 55 benefit formula with modified social security coverage, 12 month final average compensation period, sick leave credit, standard non-industrial disability coverage, Optional Settlement 2W pre-retirement death benefits, \$500 lump sum post-retirement death benefits, and 2% COLA option.

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 "Regarding PERS Retirement Formula Enhancement" MOU. "New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and

are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRRA.

2.2 Unrepresented Senior Management Employees' Share

The District has initiated a contract amendment with CalPERS to establish a Section 20516 cost share for Classic members under an Unrepresented retirement group. The cost share under the Unrepresented CalPERS retirement group will become effective as soon as administratively possible with CalPERS. Until such time, Unrepresented Classic members will continue the Section 20516 cost share in accordance with the resolutions from which their classifications were previously covered. For Senior Management employees, in accordance with the November 17, 2004 Resolution applicable to Senior Managers (Resolution 77-04), Classic members' contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus a two percent (2%) cost share of the District's employer CalPERS contribution, for a total of a ten percent (10%) CalPERS contribution. Effective the first day of the first pay period for calendar year 2025, which occurs on December 23, 2024, Classic members in the Unrepresented Senior Manager Employees group will reduce the Section 20516 cost share of the District's employer CalPERS contribution from two percent (2%) to zero percent (0%). Classic members will continue to contribute eight percent (8%) of the employee CalPERS contribution. Substantially similar provisions are included in memoranda of understanding and contracts with all other District employees. If the District decides to modify those provisions for any employee or employee group, the District will similarly amend this Resolution.

2.3 Program Revisions

In the event that the retirement program described in Section 2.1 of this Section (a) is modified or terminated by the District or (b) modified, terminated or no longer offered by the State, District will provide comparable benefits to the Unrepresented Senior Management Employees.

Section 3. HEALTH AND WELFARE BENEFITS

3.1 Medical

a) Health Care Insurance

The District is committed to provide health care (medical) insurance Unrepresented Senior Management Employees. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage for the duration of this Resolution. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

b) Medical Insurance Premiums

The District shall pay Unrepresented Senior Management Employees medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by the District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for February 1, 2022 to December 31, 2022 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

Effective January 1, 2023, Unrepresented Senior Managers will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution, then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024.

If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025.

If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Unrep SM Share of Increase	District Max Contribution
Max Contribution 2023	\$ 2,150	(example assumes Kaiser rate decreased in 2023)			
Kaiser Rate 2024	\$ 2,225	\$ 75	\$ 37.50	\$ 37.50	\$ 2,188

Unrepresented Senior Managers will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

c) Employer Contribution for Retiree Medical Insurance Benefits

The District shall contract with CalPERS to provide the Unrepresented Senior Managers with retiree medical insurance benefits. The benefit that shall be provided is the CalPERS Vesting Program for Retiree Health Care (CA Government Code Section 22893), and in accordance with Resolution 65-05. In addition to other requirements for Manager’s qualification as determined by CalPERS, Manager must retire from the District and must have at least five (5) years of service with the District.

d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for Manager is enacted into law, and such legislation has an adverse impact on either party, the District shall amend the Resolution related to the impact of such legislation on the Resolution.

e) Waiver of Coverage

Consistent with District's Share the Savings Program, and subject to any limitations of the law, Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution as a cash payment (payable via bi-monthly payroll) in the amount of four hundred dollars (\$400) per month (payable bi-monthly). Manager must make the election for Manager and Manager's dependents.

3.2 Dental

The District shall provide retiree dental care benefits for Unrepresented Senior Management Employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

3.3 Vision

The District shall provide Manager with vision care benefits covering Manager, spouse, and eligible dependents. Vision care benefits will not be provided to Manager after retirement from the District.

3.4 Basic Term Life Insurance

a) Amount

The District shall provide Unrepresented Senior Management Employees with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times Manager's annual salary, rounded up to the nearest \$1,000 to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for Manager to purchase additional life insurance for his/herself, his/her spouse, or his/her eligible dependents at Manager's cost.

c) Life Insurance During Retirement

Life Insurance will not be provided to Manager in retirement.

3.5 Short Term Disability

The District shall provide Unrepresented Senior Management Employees with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term

insurance benefits and sick leave is to be automatic; the District may not waive integration. Short Term Disability Insurance benefits cease the day the termination of Manager occurs.

3.6 Long Term Disability

The District shall provide Unrepresented Senior Management Employees with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly base salary (i.e., excluding any other compensation, including deferred compensation and matching contributions), to a maximum of \$10,000 monthly benefit, after 365 calendar days of short term disability coverage. Long Term Disability Insurance benefits cease the day the termination of employment occurs.

3.7 Changes to Providers of Health and Welfare Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. While District will endeavor to obtain similar or better coverage, and the District may, within its discretion, substitute new insurance carriers, provide different levels of coverages, or arrange for self-insurance.

Section 4. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN

The District shall provide a Flexible Benefits Plan in accordance with IRS Section 125. The District shall allow employee contributions by the Manager to the maximum extent permitted by law as well as allowable pre-tax deductions for employee-paid premiums associated with eligible health care costs.

Section 5. LEAVE BENEFITS

5.1 Employee Leave Bank (“ELB”)

a) Definition

Employee Leave Bank (“ELB”) is paid leave provided to Unrepresented Senior Management Employees on an accrual basis to be used for personal time away from work and in accordance with Personnel Rule for Employee Leave Bank (ELB).

b) Employee Leave Bank Accrual Rate

Unrepresented Senior Management Employees newly hired at the District shall accrue time in the Employee Leave Bank, starting at the rate specified in the table below, each biweekly pay period) which rate of accrual shall increase one (1) day per year on the anniversary of the Manager’s original appointment date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight (8) hour work days), as follows:

Year	Vac	Float Holidays	Admin	Total Days	Total Hours	Per Pay Period
1-26 (1st year)	15	5	10	30	240	9.23
27-52 (2nd year)	16	5	10	31	248	9.54

53-78 (3rd year)	17	5	10	32	256	9.85
79-104 (4th year)	18	5	10	33	264	10.15
105-130 (5th year)	19	5	10	34	272	10.46
131-156 (6th year)	20	5	10	35	280	10.77
157-182 (7th year)	21	5	10	36	288	11.08
183-209 (8th year)	22	5	10	37	296	11.38
210-235 (9th year)	23	5	10	38	304	11.69
236-261 (10th year)	24	5	10	39	312	12.00
262-287 (11 th year)	25	5	10	40	320	12.31

For employees promoted to an Unrepresented Senior Manager position from another District position, leave accrual shall begin at the first level (1st year) of the table (9.23 hours per pay period), unless the employee is already accruing leave at a higher rate, at which point, the employee shall begin accruing leave at a rate equal to one more total day than is currently earned (Example: newly-promoted employee is currently earning 10.77 hours per pay period [35 total days], new accrual rate upon appointment to Senior Manager, employee will begin accrual at 11.08 hours per pay period [36 total days] beginning on date of appointment to new position.)

c) Maximum Leave Bank Accrual

The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two years of leave accrual at any given time.

d) Unrepresented Senior Management Employee Leave Bank Sell Back

Unrepresented Senior Managers shall have an option to annually sell back up to 100 hours of leave from Manager's Employee Leave Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least one-hundred (100) hours remaining after such sell back.

e) Use of Employee Leave Bank

All Employee Leave Bank (ELB) Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

f) Pre-Employment Negotiated Administrative Leave

The General Manager, at the General Manager's sole discretion, may grant pre-employment negotiated Administrative Leave benefits for Unrepresented Senior Management Employee, but may not exceed 80 hours. Such benefits must be used within 12 months of when they were granted or otherwise will be forfeited and will not be eligible for rollover or cash out.

5.2 Holidays

Unrepresented Senior Management Employees shall be entitled to nine (9) days' holiday leave (based on eight (8) hour work days) in accordance with District's personnel rules and regulations pertaining to holidays, as may be amended from time to time.

5.3 Sick Leave

a) Benefits

Manager shall carry forward all accrued sick leave that accrued prior to the Effective Date. Manager shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which Manager may use at their discretion, but shall be allowed only in case of necessity of sickness or disability in accordance with state law and the District Personnel Rules, or for Manager's dental, eye, or other physical or medical examination or treatment by a licensed practitioner.

b) Use of Sick Leave

Manager may use sick leave on an hour for hour basis (or fraction thereof) in any pay period that the Manager has not worked their scheduled hours. Sick leave may not be used before it is credited.

c) Health Care Provider's Certificate

When the Manager is absent due to the Manager's own illness or health condition for more than five (5) consecutive workdays, Manager shall submit to General Manager and/or Human Resources a certification from a health care provider stating that the Manager is unable to work due to illness or health condition and the anticipated date of Manager's return to work.

d) Illness of Family Member

Manager shall be entitled to use sick leave consistent with the Paid Sick Leave law, Labor Code sections 245-249, and Kin Care law, Labor Code section 233.

e) Family and Medical Care Leave

Family and Medical Care leave, the California Family Rights Act and other federal and state mandated leaves shall be administered in accordance with State and Federal Law.

f) The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in the Government Code of the State of California, Section 20965.

5.4 Jury Duty Leave

If Manager is summoned to jury duty, Manager shall notify General Manager and Human Resources and if required to report and/or serve, and may be absent from duty with full pay

only for those hours required to report and/or serve.

5.5 Bereavement Leave

In the event of a death in the immediate family of a Manager, Manager shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the Manager shall furnish a death certificate and proof of relationship. Sick leave may be used for the purpose of Bereavement Leave.

5.6 Industrial Disability Leave

(a) General

Unrepresented Senior Management Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

5.6 Catastrophic Leave Donation Program (CLDP)

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) program to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank,

sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave, then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a receiving employee shall not exceed three (3) months.
- (d) Leave time donations must be a minimum of one-hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one-workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8 hours per day/5 days per week work schedule for the duration of their leave.
- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.
- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that an eligible receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section.

Section 6. ADDITIONAL TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Continuous Availability

Unrepresented Senior Manager shall maintain a continuous presence or means of communication with District staff at all times, either in person or via telephone, cell phone, e-mail, and/or VPN. Allowance during off duty hours shall be made for social events or personal enjoyment. At such times Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact Manager in a reasonable time for reasons beyond the Manager's control such as on-duty or off-duty air travel, Manager's presence in areas without cellular, phone service, email access, international travel or other similar circumstances, Manager's inability to maintain continuous availability shall not be considered grounds for termination for cause.

6.2 District Issued Management Tools

a) Smart Phone.

As of Effective Date, Unrepresented Senior Management Employees shall be issued a District-owned mobile device (e.g. smart phone) with cell phone, e-mail, and VPN functionality for District business use in accordance with District technology use policy. Email and VPN functionality can be provided by use of the District provided notebook or tablet computer.

b) Notebook or Table Computer.

The District shall provide Unrepresented Senior Management Employees with use of a notebook or tablet computer (such as a Surface Pro or equivalent) for District business-use in accordance with District technology use policy. The equipment so provided is the property of the District and the District shall have the right to control the access to, and use of, equipment through its personnel policies, risk management policies or any other policies, and shall also provide Information Technology support as needed to facilitate performance of Manager duties and obligations as an employee of the District.

6.3 Certificate Reimbursement

a) Professional Engineer's (PE) License.

During the term of this Resolution and Senior Managers' employment with the District, Senior Managers shall be reimbursed for the bi-annual license renewal fee only for maintenance of Senior Manager's Professional Engineer's (PE) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.

b) Certified Public Accountant (CPA) License.

During the term of this Agreement and Senior Manager's employment with the District, Senior Managers will be reimbursed for the bi-annual license renewal fee only for maintenance of

Manager's Certified Public Accountant (CPA) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.

Section 7 SEPARATION FROM DISTRICT EMPLOYMENT

7.1 Service at Pleasure of the District

It is understood and agreed that as of Effective Date of this Resolution, Unrepresented Senior Management Employees shall, hold position of employment as such at the will and pleasure of the District and shall not have nor acquire a property interest or right to continuing employment, except as described below. Unrepresented Senior Management Employee further understand that Unrepresented Senior Management Employee employment as persons engaged to supply expert, professional, technical or other services exempts Unrepresented Senior Management Employee from the District's classified service as that service is defined in District Code Section 6.10.010.

7.2 Termination by District for Cause

Nothing herein provided shall be deemed to affect or limit the right of District to terminate Manager's employment for cause, or otherwise to exercise District's rights, whether in law or in equity, by reason of breach hereof by Manager or for any other cause. "Cause" as used herein shall include, but not necessarily be limited to: below standard performance; refusal or failure to act in accordance with a specific written directive or order of the General Manager provided that such directive or order is legal; malfeasance or misfeasance in office; conviction of any felony or any crime involving moral turpitude; unauthorized absence; incompetence or inefficiency; insubordination; performance of duties or obligations as Manager while intoxicated or under the influence of drugs, narcotics, other substances, the use, dispensing, or sale of which is prohibited or controlled by the State of California; neglect of duty; breach of this Resolution or the applicable Personal Services Agreement or any similar or like act or omission. Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Manager or affect District's right to terminate the employment of Manager with or without cause.

In the event of termination for cause as determined by the General Manager, District shall not be obligated to compensate Manager in any amount except for services already rendered, including paid leave accrued in Manager's Employee Leave Bank, prior to the date of termination; provided that payment of such compensation shall not bar District's recovery of such damages as may accrue to District under the circumstances, nor shall termination for cause preclude District from exercising any other right or remedy it may have, whether in law or equity, which may accrue to District under the circumstances giving rise to such termination, or otherwise.

a) Appeals

Manager may appeal any action of the General Manager under Section 7.2 Termination for Cause to the District Board of Directors. Said appeal shall be in writing and shall be timely filed

within ten (10) calendar days of the General Manager's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

7.3 Termination at Discretion of District

a) Process

At the General Manager's sole discretion, District may terminate Unrepresented Senior Management Employee's employment without cause and in accordance with this paragraph by giving written notice of its intent thereof to Manager which notice shall specify the effective date on which Manager shall no longer act in said capacity. Any notice provided in accordance with this section shall be deemed given on the date it is given by District. No minimum amount of notice is required. Upon notice, District shall place Manager in paid administrative leave status from the date of said notice to the effective date specified in that notice. Nothing herein provided in this paragraph or this Resolution constitutes an appeal procedure for the Manager of termination in accordance with this provision.

b) Severance

Upon the effective date of termination by the District, District shall compensate Manager in a lump sum amount equal to four (4) months' base salary. Manager's benefits shall continue after termination for the period of time for which premiums have been paid before the effective date of termination. In addition, District will pay the same amount as it was paying on behalf of the Manager prior to termination towards the Manager's first four (4) months of COBRA premiums for health, dental and vision insurance benefits as described in Section 3 for a period of four (4) months after District benefits lapse unless Manager chooses to retire from District Service within 120 calendar days of termination in which case these benefits, including COBRA premiums being paid by District shall cease upon retirement or revert to benefits to be provided in retirement in accordance with Section 3.

This section is intended to comply with Section 53260 et seq. of the California Government Code. This severance payment shall be made within thirty (30) days of the effective date of the termination, and is subject to applicable withholdings.

7.4 Termination by Unrepresented Senior Management Employee

At employee's sole discretion, Manager may voluntarily separate from the District with a minimum thirty (30) calendar days' prior written notice to District. Any notice provided in accordance with this section shall be deemed given on the date it is given by Manager. Such termination shall be effective on the date specified in the notice unless the date is less than thirty (30) calendar days from receipt of the notice by the District in which case the date of termination shall be thirty (30) calendar days from receipt of notice by the District.

In the event Manager voluntarily separates in accordance with this provision, Manager shall not be entitled to severance or other benefits or COBRA payments beyond the date of termination, but the District shall, consistent with its rules and regulations, pay Manager for salary earned and accrued "Employee Leave Bank (ELB)" and accrued benefits through the effective date of termination.

7.5 Mutual Termination

Employment may be terminated at any time by mutual written consent of the District's General Manager and Unrepresented Senior Management Employee. In the event of mutual termination in accordance with this provision, Manager shall not be entitled to severance or other benefits beyond the date of termination, but the District shall, consistent with its rules and regulations, pay Manager for salary earned and accrued employee leave and accrued benefits through the effective date of termination.

7.6 Termination is Final

The Manager's employment, and any applicable Personal Services Agreement, and the District's obligations to compensate the Manager excepting benefits which are specifically identified to continue into retirement shall cease on the effective date of Manager's termination.

Pursuant to California Government Code Section 53260, in no event shall Manager receive a settlement that exceeds Manager's monthly salary multiplied by eighteen (18).

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to Manager under this Section of the Resolution shall be fully reimbursed by Manager to the District if Manager is convicted of a crime involving an abuse of office or position. For purposes of this Resolution, the phrase "abuse of office or position" shall have the meaning set forth in Government Code Section 53243.4.

7.7 Status

Unrepresented Senior Management Employee shall have the status of an employee of District, subject to all terms and conditions of employment pertaining to the job classification and position under the ordinances, resolutions, rules, regulations, or other lawful directives or orders of District or the Board; provided, however, that in the event of any conflict between such ordinances, resolutions, rules, regulations, directives or orders, and the provisions of this Resolution and any applicable Personal Services Agreement, the provisions of this Resolution shall prevail. To the extent not modified or otherwise provided in this Resolution, the District and Manager hereto agree that the provisions of said ordinances, resolutions, rules, regulations, or other lawful directives or orders pertaining to the relationship of employment between the District and its employees, shall also pertain to Manager. Notwithstanding any other provision, Manager shall serve at the pleasure of the District and may be discharged at any time with or without cause.

Appendix 1

LIST OF UNREPRESENTED SENIOR MANAGER POSITIONS

As of the Effective Date of this Resolution, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	5-Step Base Salary as of 12/14/20				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Assistant General Manager	\$17,824	\$18,715	\$19,651	\$20,634	\$21,666
Engineering Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Operations Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153

Classification	5-Step Base Salary as of 12/13/21				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Assistant General Manager	\$18,537	\$19,464	\$20,437	\$21,459	\$22,533
Engineering Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Operations Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959

Classification	5-Step Base Salary as of 1/3/22				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Assistant General Manager	\$18,537	\$19,464	\$20,437	\$21,459	\$22,533
Engineering Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Operations Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959



TITLE: Approve Amendment No. 3 to the Individual Personal Services Agreements between Carol A. Atwood and Jeff R. Carson and Dublin San Ramon Services District, and Amendment No. 1 between Jan R. Lee and Dublin San Ramon Services District

RECOMMENDATION:

Staff recommends the Board of Directors approve, by three (3) separate Resolutions, Amendment No. 3 to the individual Personal Services Agreements with Carol A. Atwood and Jeff R. Carson, and Amendment No. 1 to the individual Personal Services Agreement with Jan R. Lee.

DISCUSSION:

The District entered into Personal Services Agreements (PSA) with Carol A. Atwood as Administrative Services Director on September 26, 2016, Jeff R. Carson as Operations Director on December 5, 2016, and Jan R. Lee as Assistant General Manager on March 2, 2020. The General Manager has met and conferred with each of these three Senior Managers and has agreed on revised terms related to wages, benefits, and other terms and conditions of employment, as outlined in the proposed PSA amendments for the Board’s review this evening. The PSA amendments include language which would direct employment terms and conditions, salary, and benefits for Unrepresented Senior Managers to be stipulated by the Board-adopted “Resolution for Unrepresented Senior Managers” (Attachment 1) approved just previous to this item under Item 9.C. on this evening’s Board agenda and taking effect on December 13, 2021.

Originating Department: Office of the General Manager	Contact: D. McIntyre	Legal Review: Yes
Financial Review: Yes	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolutions (3) <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Item 9.C. “Resolution for Unrepresented Senior Managers” with Exhibit B	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING TERMS AND CONDITIONS, SALARY, AND BENEFITS FOR UNREPRESENTED MANAGER, PROFESSIONAL, TECHNICAL, ADMINISTRATIVE, AND CONFIDENTIAL EMPLOYEES, AND UNREPRESENTED SENIOR MANAGERS

WHEREAS, the Mid-Management Employees' Bargaining Unit ("MEBU") and the District agreed to a unit modification to remove the Human Resources and Risk Manager position from exclusive representation by MEBU and became recognized as an "Unrepresented Manager" position of the District on September 21, 2020; and

WHEREAS, the Confidential Employees' Bargaining Unit ("CEBU") and the District agreed to a unit modification to remove all covered positions from exclusive representation by CEBU and became recognized as "Unrepresented Professional, Technical, Administrative, and Confidential" positions of the District on January 26, 2021; and

WHEREAS, the Administrative Services Director, Assistant General Manager, and Operations Director and the District have agreed to the setting of employment terms and conditions, salary, and benefits by Board resolution as Unrepresented Senior Managers, to take effect on December 13, 2021; and

WHEREAS, the incumbent Engineering Services Director, Judy A. Zavadil's, employment terms and conditions shall continue to be in effect in accordance with Resolution No. 47-16 effective July 20, 2016, and as amended on November 7, 2017, and April 7, 2021; and

WHEREAS, the successor Engineering Services Director's employment terms and conditions, salary, and benefits shall take effect on January 3, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, does hereby:

1. Approve the Salary and Benefits Resolution between District and Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees for the period of December 13, 2021, through December 21, 2025, attached hereto as Exhibit "A" and incorporated by reference herein; and
2. Approve the Salary and Benefits Resolution between District and Unrepresented Senior Managers for the period of December 13, 2021 through December 21, 2025, attached hereto as Exhibit "B" and incorporated by reference herein.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Exhibit B to Resolution No. *TBD*

Salary and Benefits Resolution

For

Unrepresented Senior Management Employees

Effective Date: December 13, 2021

TABLE OF CONTENTS

Section 1.	Compensation	3
Section 2.	Retirement Plan	5
Section 3.	Health and Welfare Benefits	6
Section 4.	Flexible Benefits/IRS 125 Plan	10
Section 5	Leave Benefits	10
Section 6.	Additional Terms and Conditions of Employment	14
Section 7.	Separation from District Employment	15
Exhibit 1	List of Unrepresented Senior Management Positions	19

The specific terms and conditions of employment for Unrepresented Senior Management Employees (hereinafter referred to as “Manager” or “Employee”) are governed by their Personal Services Agreement or Offer Letter of Employment with the District. The District recognizes that Personal Services Agreements or Offer Letters of Employment may not address all terms and conditions of employment and there may be some terms and conditions of employment generally applicable to all Unrepresented Senior Management Employees. The more specific terms and conditions of employment of a Personal Services Agreement or Offer Letter of Employment are not modified by this Resolution. Where a Personal Services Agreement or Offer Letter of Employment is silent, the terms in this Resolution apply.

It is understood that Unrepresented Senior Management Employees shall perform all duties, assume all obligations and constantly meet all qualifications of their appointed job classification as that job classification exists as of the Effective Date of this Resolution and their Personal Services Agreement or Offer Letter of Employment and as it may, from time to time, be amended by the District.

The Unrepresented Senior Management Employees shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the District, and the Board. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.

Section 1. COMPENSATION

1.1 Initial Base Salary

Commencing on the Effective Date of this Resolution, District shall compensate Unrepresented Senior Management Employees a base salary in accordance with Appendix 1. Salaries for each Unrepresented Senior Management Employees shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next is based upon merit as explained in Section 1.3.

1.2. Annual Cost of Living Base Salary Adjustments

Subject to satisfactory performance as determined by the General Manager, Unrepresented Senior Management Employee’s base salary shall be adjusted in calendar year 2022 in accordance with Appendix 1 as follows:

A percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- a) For Administrative Services Director, Assistant General Manager and Operations Director, effective on the first day of the first pay period of calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 3.0%. In the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- b) For Engineering Services Director, effective on January 3, 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31, 2021, the “floor” for CPI shall be 3.0%. In the event that CPI is more than 4.0% for the twelve-month period ending October 31, 2021, the “ceiling” for CPI shall be 4.0%.

For all Unrepresented Senior Manager positions, effective on the first day of the first pay period of calendar years 2023 through 2025, a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2023, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2024 and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.

Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase.

1.3 Annual Merit Increase Adjustment

(a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the senior management employee's performance and are at the discretion of the General Manager.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, an Unrepresented senior management employee shall receive said increases in salary at the discretion of the General Manager on the employee's anniversary date (with the exception of the Assistant General Manager, as noted in Section 1.3(c) of this Resolution), according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A, at the discretion of the General Manager.
- Step C upon completion of twelve (12) months' service in Step B, at the discretion of the General Manager.
- Step D upon completion of twelve (12) months' service in Step C, at the discretion of the General Manager.
- Step E upon completion of twelve (12) months' service in Step D, at the discretion of the General Manager.

- (c) Assistant General Manager Annual Merit Increase Adjustment Subject to satisfactory performance as Assistant General Manager and accomplishment of goals as assigned by the General Manager, at the discretion of the General Manager, Assistant General Manager shall be eligible to receive a merit increase in base salary in the amount of five percent (5.0%) on the first day of the first pay period of calendar year 2022 and 2023.

Assistant General Manager is not automatically entitled to an annual merit increase adjustment. The General Manager, within his discretion, may still determine no merit increase is warranted.

1.4. Deferred Compensation Plan Existence and Participation

The District and Unrepresented Senior Management Employees acknowledge that as of the Effective Date of this Resolution, the District provides a Deferred Compensation Plan pursuant to an agreement or agreements with financial institution(s) qualified to provide such plans under the statutes of the United States Internal Revenue Code. Subject to the terms and conditions of such agreement(s) and the Deferred Compensation Plan collectively thereby established, the District and Unrepresented Senior Manager acknowledge that Unrepresented Senior Manager shall be eligible to participate in said Plan as Unrepresented Senior Manager shall determine. Nothing herein contained shall be deemed to limit the Board's discretion to revise, amend, or terminate said Plan, nor shall District be deemed obligated to replace said Plan in the event of its termination.

1.5. District Matching Contribution

Unrepresented Senior Management Employees may participate in the District-sponsored deferred compensation (457) plan on a voluntary basis in accordance with the IRC maximum contribution limitations. Unrepresented Senior Management Employees may also elect to contribute to a Roth 457 option. Beginning on the first pay date of the first full pay period of calendar year 2022 through 2025, the District will contribute on behalf of each Unrepresented Senior Management Employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the Unrepresented Senior Management Employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

Section 2. RETIREMENT PLAN

2.1 Retirement Program

District shall furnish Unrepresented Senior Management Employees with retirement benefits through the California Public Employees Retirement System ("PERS") under contract with PERS entered into pursuant to Government Code Sections 20450 et seq. District shall provide a retirement plan with the following benefits to Classic Members: 2.7% at 55 benefit formula with modified social security coverage, 12 month final average compensation period, sick leave credit, standard non-industrial disability coverage, Optional Settlement 2W pre-retirement death benefits, \$500 lump sum post-retirement death benefits, and 2% COLA option.

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 "Regarding PERS Retirement Formula Enhancement" MOU. "New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and

are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRRA.

2.2 Unrepresented Senior Management Employees' Share

The District has initiated a contract amendment with CalPERS to establish a Section 20516 cost share for Classic members under an Unrepresented retirement group. The cost share under the Unrepresented CalPERS retirement group will become effective as soon as administratively possible with CalPERS. Until such time, Unrepresented Classic members will continue the Section 20516 cost share in accordance with the resolutions from which their classifications were previously covered. For Senior Management employees, in accordance with the November 17, 2004 Resolution applicable to Senior Managers (Resolution 77-04), Classic members' contribution of pensionable salary is eight percent (8%) of the employee CalPERS contribution, plus a two percent (2%) cost share of the District's employer CalPERS contribution, for a total of a ten percent (10%) CalPERS contribution. Effective the first day of the first pay period for calendar year 2025, which occurs on December 23, 2024, Classic members in the Unrepresented Senior Manager Employees group will reduce the Section 20516 cost share of the District's employer CalPERS contribution from two percent (2%) to zero percent (0%). Classic members will continue to contribute eight percent (8%) of the employee CalPERS contribution. Substantially similar provisions are included in memoranda of understanding and contracts with all other District employees. If the District decides to modify those provisions for any employee or employee group, the District will similarly amend this Resolution.

2.3 Program Revisions

In the event that the retirement program described in Section 2.1 of this Section (a) is modified or terminated by the District or (b) modified, terminated or no longer offered by the State, District will provide comparable benefits to the Unrepresented Senior Management Employees.

Section 3. HEALTH AND WELFARE BENEFITS

3.1 Medical

a) Health Care Insurance

The District is committed to provide health care (medical) insurance Unrepresented Senior Management Employees. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage for the duration of this Resolution. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

b) Medical Insurance Premiums

The District shall pay Unrepresented Senior Management Employees medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by the District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for February 1, 2022 to December 31, 2022 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

Effective January 1, 2023, Unrepresented Senior Managers will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$857.06	\$1,714.12	\$2,228.36

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution, then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024.

If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025.

If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Unrep SM Share of Increase	District Max Contribution
Max Contribution 2023	\$ 2,150	(example assumes Kaiser rate decreased in 2023)			
Kaiser Rate 2024	\$ 2,225	\$ 75	\$ 37.50	\$ 37.50	\$ 2,188

Unrepresented Senior Managers will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

c) Employer Contribution for Retiree Medical Insurance Benefits

The District shall contract with CalPERS to provide the Unrepresented Senior Managers with retiree medical insurance benefits. The benefit that shall be provided is the CalPERS Vesting Program for Retiree Health Care (CA Government Code Section 22893), and in accordance with Resolution 65-05. In addition to other requirements for Manager’s qualification as determined by CalPERS, Manager must retire from the District and must have at least five (5) years of service with the District.

d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for Manager is enacted into law, and such legislation has an adverse impact on either party, the District shall amend the Resolution related to the impact of such legislation on the Resolution.

e) Waiver of Coverage

Consistent with District's Share the Savings Program, and subject to any limitations of the law, Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution as a cash payment (payable via bi-monthly payroll) in the amount of four hundred dollars (\$400) per month (payable bi-monthly). Manager must make the election for Manager and Manager's dependents.

3.2 Dental

The District shall provide retiree dental care benefits for Unrepresented Senior Management Employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

3.3 Vision

The District shall provide Manager with vision care benefits covering Manager, spouse, and eligible dependents. Vision care benefits will not be provided to Manager after retirement from the District.

3.4 Basic Term Life Insurance

a) Amount

The District shall provide Unrepresented Senior Management Employees with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times Manager's annual salary, rounded up to the nearest \$1,000 to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for Manager to purchase additional life insurance for his/herself, his/her spouse, or his/her eligible dependents at Manager's cost.

c) Life Insurance During Retirement

Life Insurance will not be provided to Manager in retirement.

3.5 Short Term Disability

The District shall provide Unrepresented Senior Management Employees with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term

insurance benefits and sick leave is to be automatic; the District may not waive integration. Short Term Disability Insurance benefits cease the day the termination of Manager occurs.

3.6 Long Term Disability

The District shall provide Unrepresented Senior Management Employees with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly base salary (i.e., excluding any other compensation, including deferred compensation and matching contributions), to a maximum of \$10,000 monthly benefit, after 365 calendar days of short term disability coverage. Long Term Disability Insurance benefits cease the day the termination of employment occurs.

3.7 Changes to Providers of Health and Welfare Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. While District will endeavor to obtain similar or better coverage, and the District may, within its discretion, substitute new insurance carriers, provide different levels of coverages, or arrange for self-insurance.

Section 4. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN

The District shall provide a Flexible Benefits Plan in accordance with IRS Section 125. The District shall allow employee contributions by the Manager to the maximum extent permitted by law as well as allowable pre-tax deductions for employee-paid premiums associated with eligible health care costs.

Section 5. LEAVE BENEFITS

5.1 Employee Leave Bank (“ELB”)

a) Definition

Employee Leave Bank (“ELB”) is paid leave provided to Unrepresented Senior Management Employees on an accrual basis to be used for personal time away from work and in accordance with Personnel Rule for Employee Leave Bank (ELB).

b) Employee Leave Bank Accrual Rate

Unrepresented Senior Management Employees newly hired at the District shall accrue time in the Employee Leave Bank, starting at the rate specified in the table below, each biweekly pay period) which rate of accrual shall increase one (1) day per year on the anniversary of the Manager’s original appointment date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight (8) hour work days), as follows:

Year	Vac	Float Holidays	Admin	Total Days	Total Hours	Per Pay Period
1-26 (1st year)	15	5	10	30	240	9.23
27-52 (2nd year)	16	5	10	31	248	9.54

53-78 (3rd year)	17	5	10	32	256	9.85
79-104 (4th year)	18	5	10	33	264	10.15
105-130 (5th year)	19	5	10	34	272	10.46
131-156 (6th year)	20	5	10	35	280	10.77
157-182 (7th year)	21	5	10	36	288	11.08
183-209 (8th year)	22	5	10	37	296	11.38
210-235 (9th year)	23	5	10	38	304	11.69
236-261 (10th year)	24	5	10	39	312	12.00
262-287 (11 th year)	25	5	10	40	320	12.31

For employees promoted to an Unrepresented Senior Manager position from another District position, leave accrual shall begin at the first level (1st year) of the table (9.23 hours per pay period), unless the employee is already accruing leave at a higher rate, at which point, the employee shall begin accruing leave at a rate equal to one more total day than is currently earned (Example: newly-promoted employee is currently earning 10.77 hours per pay period [35 total days], new accrual rate upon appointment to Senior Manager, employee will begin accrual at 11.08 hours per pay period [36 total days] beginning on date of appointment to new position.)

c) Maximum Leave Bank Accrual

The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two years of leave accrual at any given time.

d) Unrepresented Senior Management Employee Leave Bank Sell Back

Unrepresented Senior Managers shall have an option to annually sell back up to 100 hours of leave from Manager's Employee Leave Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least one-hundred (100) hours remaining after such sell back.

e) Use of Employee Leave Bank

All Employee Leave Bank (ELB) Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

f) Pre-Employment Negotiated Administrative Leave

The General Manager, at the General Manager's sole discretion, may grant pre-employment negotiated Administrative Leave benefits for Unrepresented Senior Management Employee, but may not exceed 80 hours. Such benefits must be used within 12 months of when they were granted or otherwise will be forfeited and will not be eligible for rollover or cash out.

5.2 Holidays

Unrepresented Senior Management Employees shall be entitled to nine (9) days' holiday leave (based on eight (8) hour work days) in accordance with District's personnel rules and regulations pertaining to holidays, as may be amended from time to time.

5.3 Sick Leave

a) Benefits

Manager shall carry forward all accrued sick leave that accrued prior to the Effective Date. Manager shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which Manager may use at their discretion, but shall be allowed only in case of necessity of sickness or disability in accordance with state law and the District Personnel Rules, or for Manager's dental, eye, or other physical or medical examination or treatment by a licensed practitioner.

b) Use of Sick Leave

Manager may use sick leave on an hour for hour basis (or fraction thereof) in any pay period that the Manager has not worked their scheduled hours. Sick leave may not be used before it is credited.

c) Health Care Provider's Certificate

When the Manager is absent due to the Manager's own illness or health condition for more than five (5) consecutive workdays, Manager shall submit to General Manager and/or Human Resources a certification from a health care provider stating that the Manager is unable to work due to illness or health condition and the anticipated date of Manager's return to work.

d) Illness of Family Member

Manager shall be entitled to use sick leave consistent with the Paid Sick Leave law, Labor Code sections 245-249, and Kin Care law, Labor Code section 233.

e) Family and Medical Care Leave

Family and Medical Care leave, the California Family Rights Act and other federal and state mandated leaves shall be administered in accordance with State and Federal Law.

f) The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in the Government Code of the State of California, Section 20965.

5.4 Jury Duty Leave

If Manager is summoned to jury duty, Manager shall notify General Manager and Human Resources and if required to report and/or serve, and may be absent from duty with full pay

only for those hours required to report and/or serve.

5.5 Bereavement Leave

In the event of a death in the immediate family of a Manager, Manager shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the Manager shall furnish a death certificate and proof of relationship. Sick leave may be used for the purpose of Bereavement Leave.

5.6 Industrial Disability Leave

(a) General

Unrepresented Senior Management Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

5.6 Catastrophic Leave Donation Program (CLDP)

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) program to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank,

sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave, then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a receiving employee shall not exceed three (3) months.
- (d) Leave time donations must be a minimum of one-hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one-workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8 hours per day/5 days per week work schedule for the duration of their leave.
- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.
- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that an eligible receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section.

Section 6. ADDITIONAL TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Continuous Availability

Unrepresented Senior Manager shall maintain a continuous presence or means of communication with District staff at all times, either in person or via telephone, cell phone, e-mail, and/or VPN. Allowance during off duty hours shall be made for social events or personal enjoyment. At such times Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact Manager in a reasonable time for reasons beyond the Manager's control such as on-duty or off-duty air travel, Manager's presence in areas without cellular, phone service, email access, international travel or other similar circumstances, Manager's inability to maintain continuous availability shall not be considered grounds for termination for cause.

6.2 District Issued Management Tools

a) Smart Phone.

As of Effective Date, Unrepresented Senior Management Employees shall be issued a District-owned mobile device (e.g. smart phone) with cell phone, e-mail, and VPN functionality for District business use in accordance with District technology use policy. Email and VPN functionality can be provided by use of the District provided notebook or tablet computer.

b) Notebook or Table Computer.

The District shall provide Unrepresented Senior Management Employees with use of a notebook or tablet computer (such as a Surface Pro or equivalent) for District business-use in accordance with District technology use policy. The equipment so provided is the property of the District and the District shall have the right to control the access to, and use of, equipment through its personnel policies, risk management policies or any other policies, and shall also provide Information Technology support as needed to facilitate performance of Manager duties and obligations as an employee of the District.

6.3 Certificate Reimbursement

a) Professional Engineer's (PE) License.

During the term of this Resolution and Senior Managers' employment with the District, Senior Managers shall be reimbursed for the bi-annual license renewal fee only for maintenance of Senior Manager's Professional Engineer's (PE) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.

b) Certified Public Accountant (CPA) License.

During the term of this Agreement and Senior Manager's employment with the District, Senior Managers will be reimbursed for the bi-annual license renewal fee only for maintenance of

Manager's Certified Public Accountant (CPA) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.

Section 7 SEPARATION FROM DISTRICT EMPLOYMENT

7.1 Service at Pleasure of the District

It is understood and agreed that as of Effective Date of this Resolution, Unrepresented Senior Management Employees shall, hold position of employment as such at the will and pleasure of the District and shall not have nor acquire a property interest or right to continuing employment, except as described below. Unrepresented Senior Management Employee further understand that Unrepresented Senior Management Employee employment as persons engaged to supply expert, professional, technical or other services exempts Unrepresented Senior Management Employee from the District's classified service as that service is defined in District Code Section 6.10.010.

7.2 Termination by District for Cause

Nothing herein provided shall be deemed to affect or limit the right of District to terminate Manager's employment for cause, or otherwise to exercise District's rights, whether in law or in equity, by reason of breach hereof by Manager or for any other cause. "Cause" as used herein shall include, but not necessarily be limited to: below standard performance; refusal or failure to act in accordance with a specific written directive or order of the General Manager provided that such directive or order is legal; malfeasance or misfeasance in office; conviction of any felony or any crime involving moral turpitude; unauthorized absence; incompetence or inefficiency; insubordination; performance of duties or obligations as Manager while intoxicated or under the influence of drugs, narcotics, other substances, the use, dispensing, or sale of which is prohibited or controlled by the State of California; neglect of duty; breach of this Resolution or the applicable Personal Services Agreement or any similar or like act or omission. Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Manager or affect District's right to terminate the employment of Manager with or without cause.

In the event of termination for cause as determined by the General Manager, District shall not be obligated to compensate Manager in any amount except for services already rendered, including paid leave accrued in Manager's Employee Leave Bank, prior to the date of termination; provided that payment of such compensation shall not bar District's recovery of such damages as may accrue to District under the circumstances, nor shall termination for cause preclude District from exercising any other right or remedy it may have, whether in law or equity, which may accrue to District under the circumstances giving rise to such termination, or otherwise.

a) Appeals

Manager may appeal any action of the General Manager under Section 7.2 Termination for Cause to the District Board of Directors. Said appeal shall be in writing and shall be timely filed

within ten (10) calendar days of the General Manager's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

7.3 Termination at Discretion of District

a) Process

At the General Manager's sole discretion, District may terminate Unrepresented Senior Management Employee's employment without cause and in accordance with this paragraph by giving written notice of its intent thereof to Manager which notice shall specify the effective date on which Manager shall no longer act in said capacity. Any notice provided in accordance with this section shall be deemed given on the date it is given by District. No minimum amount of notice is required. Upon notice, District shall place Manager in paid administrative leave status from the date of said notice to the effective date specified in that notice. Nothing herein provided in this paragraph or this Resolution constitutes an appeal procedure for the Manager of termination in accordance with this provision.

b) Severance

Upon the effective date of termination by the District, District shall compensate Manager in a lump sum amount equal to four (4) months' base salary. Manager's benefits shall continue after termination for the period of time for which premiums have been paid before the effective date of termination. In addition, District will pay the same amount as it was paying on behalf of the Manager prior to termination towards the Manager's first four (4) months of COBRA premiums for health, dental and vision insurance benefits as described in Section 3 for a period of four (4) months after District benefits lapse unless Manager chooses to retire from District Service within 120 calendar days of termination in which case these benefits, including COBRA premiums being paid by District shall cease upon retirement or revert to benefits to be provided in retirement in accordance with Section 3.

This section is intended to comply with Section 53260 et seq. of the California Government Code. This severance payment shall be made within thirty (30) days of the effective date of the termination, and is subject to applicable withholdings.

7.4 Termination by Unrepresented Senior Management Employee

At employee's sole discretion, Manager may voluntarily separate from the District with a minimum thirty (30) calendar days' prior written notice to District. Any notice provided in accordance with this section shall be deemed given on the date it is given by Manager. Such termination shall be effective on the date specified in the notice unless the date is less than thirty (30) calendar days from receipt of the notice by the District in which case the date of termination shall be thirty (30) calendar days from receipt of notice by the District.

In the event Manager voluntarily separates in accordance with this provision, Manager shall not be entitled to severance or other benefits or COBRA payments beyond the date of termination, but the District shall, consistent with its rules and regulations, pay Manager for salary earned and accrued "Employee Leave Bank (ELB)" and accrued benefits through the effective date of termination.

7.5 Mutual Termination

Employment may be terminated at any time by mutual written consent of the District's General Manager and Unrepresented Senior Management Employee. In the event of mutual termination in accordance with this provision, Manager shall not be entitled to severance or other benefits beyond the date of termination, but the District shall, consistent with its rules and regulations, pay Manager for salary earned and accrued employee leave and accrued benefits through the effective date of termination.

7.6 Termination is Final

The Manager's employment, and any applicable Personal Services Agreement, and the District's obligations to compensate the Manager excepting benefits which are specifically identified to continue into retirement shall cease on the effective date of Manager's termination.

Pursuant to California Government Code Section 53260, in no event shall Manager receive a settlement that exceeds Manager's monthly salary multiplied by eighteen (18).

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to Manager under this Section of the Resolution shall be fully reimbursed by Manager to the District if Manager is convicted of a crime involving an abuse of office or position. For purposes of this Resolution, the phrase "abuse of office or position" shall have the meaning set forth in Government Code Section 53243.4.

7.7 Status

Unrepresented Senior Management Employee shall have the status of an employee of District, subject to all terms and conditions of employment pertaining to the job classification and position under the ordinances, resolutions, rules, regulations, or other lawful directives or orders of District or the Board; provided, however, that in the event of any conflict between such ordinances, resolutions, rules, regulations, directives or orders, and the provisions of this Resolution and any applicable Personal Services Agreement, the provisions of this Resolution shall prevail. To the extent not modified or otherwise provided in this Resolution, the District and Manager hereto agree that the provisions of said ordinances, resolutions, rules, regulations, or other lawful directives or orders pertaining to the relationship of employment between the District and its employees, shall also pertain to Manager. Notwithstanding any other provision, Manager shall serve at the pleasure of the District and may be discharged at any time with or without cause.

Appendix 1

LIST OF UNREPRESENTED SENIOR MANAGER POSITIONS

As of the Effective Date of this Resolution, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	5-Step Base Salary as of 12/14/20				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Assistant General Manager	\$17,824	\$18,715	\$19,651	\$20,634	\$21,666
Engineering Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Operations Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153

Classification	5-Step Base Salary as of 12/13/21				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Assistant General Manager	\$18,537	\$19,464	\$20,437	\$21,459	\$22,533
Engineering Services Director	\$16,580	\$17,409	\$18,279	\$19,193	\$20,153
Operations Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959

Classification	5-Step Base Salary as of 1/3/22				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Assistant General Manager	\$18,537	\$19,464	\$20,437	\$21,459	\$22,533
Engineering Services Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959
Operations Director	\$17,243	\$18,105	\$19,010	\$19,961	\$20,959

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN CAROL A. ATWOOD AND THE DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 58-16 adopted September 20, 2016, this Board approved and authorized execution of an agreement for personal services with Carol A. Atwood as Administrative Services Manager (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 54-17 adopted November 7, 2017, this Board approved and authorized execution of Amendment No. 1 to the Agreement; and

WHEREAS, pursuant to Resolution No. 14-21 adopted April 6, 2021, this Board approved and authorized execution of Amendment No. 2 to the Agreement; and

WHEREAS, the District and Carol A. Atwood have agreed to employment terms and conditions, salary, and benefits, set by Board resolution as an unrepresented senior management employee, as set forth in Amendment No. 3 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, "Amendment No. 3 to the Agreement for Personal Services Between Carol A. Atwood and the Dublin San Ramon Services District," a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, is hereby approved and made effective as of December 13, 2021, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN CAROL ATWOOD AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 3 to the Agreement for Personal Services between Carol A. Atwood (“Administrative Services Director”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of December 2021.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services between Carol A. Atwood as Administrative Services Director (also referred to as a “Manager”) in September 26, 2016 (the “Agreement”) under which Administrative Services Director has provided services for District; and

WHEREAS, the parties heretofore entered into Amendment No. 1 to the Agreement dated November 7, 2017; and

WHEREAS, the parties heretofore entered into Amendment No. 2 to the Agreement dated April 7, 2021; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 3.

NOW, THEREFORE, the parties hereto agree as follows:

The Personal Services Agreement shall be modified to include the following terms only:

Article 1: “**SERVICES** From and after the Effective Date, Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the Administrative Services Director job classification as that job classification exists as of the Effective Date and as it may, from time to time, be amended by the District. Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the District, and the Board.

Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.”

2. The only operative terms of Carol Atwood’s Personal Services Agreement are listed in herein.

3. Effective the date of the adoption of this Amendment No. 3, all other terms and conditions of Carol A. Atwood, Administrative Services Director’s at-will employment with the District are provided for in Resolution No. [TBD], Salary and Benefits Resolution for Unrepresented Senior Management Employees, which is attached as Attachment A.

4. AMENDMENT. This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the annual anniversary of the Effective Date of the original Agreement, either party may request an amendment to any part of this Agreement: The other party is under no obligation to accept such proposed amendment.

5. ENTIRE AGREEMENT. This Agreement integrates, includes, and supersedes all prior agreements, understandings, whether written or oral, whether mutual or unilateral on the part of either party. This Agreement constitutes the only and entire agreement between District and Manager. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Agreement as of the day and date first hereinabove set forth.

DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

ADMINISTRATIVE SERVICES DIRECTOR

By: Carol Atwood
Carol Atwood "Manager"

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JEFF R. CARSON AND THE DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 72-16 adopted November 15, 2016, this Board approved and authorized execution of an agreement for personal services with Jeff R. Carson as Operations Manager (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 55-17 adopted November 7, 2017, this Board approved and authorized execution of Amendment No. 1 to the Agreement; and

WHEREAS, pursuant to Resolution No. 15-21 adopted April 6, 2021, this Board approved and authorized execution of Amendment No. 2 to the Agreement; and

WHEREAS, the District and Jeff R. Carson have agreed to employment terms and conditions, salary, and benefits, set by Board resolution as an unrepresented senior management employee, as set forth in Amendment No. 3 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, "Amendment No. 3 to the Agreement for Personal Services Between Jeff R. Carson and the Dublin San Ramon Services District," a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, is hereby approved and made effective as of December 13, 2021, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN JEFF R. CARSON AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 3 to the Agreement for Personal Services between Jeff R. Carson (“Operations Director”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of December 2021.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services between Jeff R. Carson as Operations Director (also referred to as a “Manager”) in December 5, 2016 (the “Agreement”) under which Operations Director has provided services for District; and

WHEREAS, the parties heretofore entered into Amendment No. 1 to the Agreement dated November 7, 2017; and

WHEREAS, the parties heretofore entered into Amendment No. 2 to the Agreement dated April 7, 2021; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 3.

NOW, THEREFORE, the parties hereto agree as follows:

The Personal Services Agreement shall be modified to include the following terms only:

Article 1: **“SERVICES** From and after the Effective Date, Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the Operations Director job classification as that job classification exists as of the Effective Date and as it may, from time to time, be amended by the District. Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the

District, and the Board. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.”

Article 2: “EXHIBIT C – SECTION 1: CERTIFICATE REIMBURSEMENT – STATE WATER RESOURCES CONTROL BOARD (SWRCB) – WASTEWATER TREATMENT PLANT OPERATOR GRADE V CERTIFICATION Per pre-employment negotiation, and during the term of this Agreement and Manager’s employment with the District, Manager will be reimbursed for the bi-annual license renewal fee only for maintenance of Manager’s SWRCB Wastewater Treatment Plant Operator Grade V Certification. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.”

2. The only operative terms of Jeff R. Carson’s Personal Services Agreement are listed in herein.

3. Effective the date of the adoption of this Amendment No. 3, all other terms and conditions of Jeff R. Carson’s, Operations Director’s at-will employment with the District are provided for in Resolution No. [TBD], Salary and Benefits Resolution for Unrepresented Senior Management Employees, which is attached as Attachment A.

4. AMENDMENT. This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the annual anniversary of the Effective Date of the original Agreement, either party may request an amendment to any part of this Agreement: The other party is under no obligation to accept such proposed amendment.

5. ENTIRE AGREEMENT. This Agreement integrates, includes, and supersedes all prior agreements, understandings, whether written or oral, whether mutual or unilateral on the part of either party. This Agreement constitutes the only and entire agreement between District and Manager. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been

made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Agreement as of the day and date first hereinabove set forth.

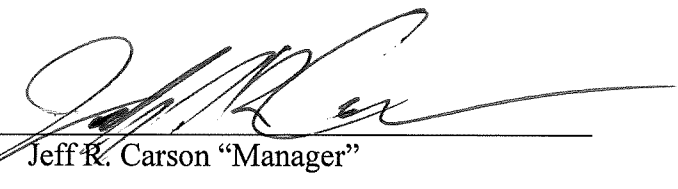
DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

OPERATIONS DIRECTOR

By: 
Jeff R. Carson "Manager"

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JAN R. LEE AND THE DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 7-20 adopted February 4, 2020, this Board approved and authorized execution of an agreement for personal services with Jan R. Lee as Assistant General Manager (the "Agreement"); and

WHEREAS, the District and Jan R. Lee have agreed to employment terms and conditions, salary, and benefits, set by Board resolution as an unrepresented senior management employee, as set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, "Amendment No. 1 to the Agreement for Personal Services Between Jan R. Lee and the Dublin San Ramon Services District," a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, is hereby approved and made effective as of December 13, 2021, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN JAN R. LEE AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 1 to the Agreement for Personal Services between Jan R. Lee (“Assistant General Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of December 2021.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services between Jan R. Lee as Assistant General Manager (also referred to as a “Manager”) in March 2, 2020 (the “Agreement”) under which Assistant General Manager provided services for District; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 1.

NOW, THEREFORE, the parties hereto agree as follows:

The Personal Services Agreement shall be modified to include the following terms only:

Article 1: **“SERVICES** From and after the Effective Date, Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the Assistant General Manager job classification as that job classification exists as of the Effective Date and as it may, from time to time, be amended by the District. Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the District, and the Board. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.”

2. The only operative terms of Jan R. Lee's Personal Services Agreement are listed in herein.

3. Effective the date of the adoption of this Amendment No. 1, all other terms and conditions of Jan R. Lee's, Assistant General Manager at-will employment with the District are provided for in Resolution No. [TBD], Salary and Benefits Resolution for Unrepresented Senior Management Employees, which is attached as Attachment A.

4. AMENDMENT. This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the annual anniversary of the Effective Date of the original Agreement, either party may request an amendment to any part of this Agreement: The other party is under no obligation to accept such proposed amendment.

5. ENTIRE AGREEMENT. This Agreement integrates, includes, and supersedes all prior agreements, understandings, whether written or oral, whether mutual or unilateral on the part of either party. This Agreement constitutes the only and entire agreement between District and Manager. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and date first hereinabove set forth.

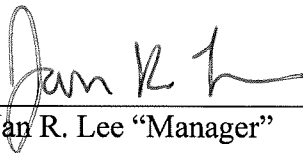
DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

ASSISTANT GENERAL MANAGER

By:  _____
Jan R. Lee "Manager"



TITLE: Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 56-21

RECOMMENDATION:

Staff recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 56-21.

DISCUSSION:

Per Resolution No. 56-21, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

The pay schedule has been updated with the corresponding base salary increase and effective date for the District salary range following the application of the cost-of-living-adjustment salary increase (4%) provided in District Memoranda of Understanding (MOU) for the Mid-Management Employees’ Bargaining Unit (MEBU) and the Unrepresented Salary and Benefits Resolution approved by the Board earlier this evening, which includes the Unrepresented Management, Professional, Technical, Administrative, and Confidential employees and the Unrepresented Senior Management employees.

The regulation specifies that compensation earnable is defined in statute and further clarified by California Code of Regulations, Title 2, Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to the California Public Employees’ Retirement System (CalPERS). This pay schedule shall reflect salaries in place effective on December 13, 2021 and previously agreed to by the District in accordance with the MOU and Unrepresented Salary and Benefits Resolution.

As required by Government Code Section 54953, an oral report will be presented for this item, prior to taking final action, for the base salary increases for the Administrative Services Director, Assistant General Manager, and Operations Director.

Originating Department: Administrative Services	Contact: M. Gallardo	Legal Review: Yes
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	124 of 142	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING RESOLUTION NO. 56-21

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 56-21, the Board-adopted pay schedule was approved on November 16, 2021; and

WHEREAS, the Mid-Management Employees' Bargaining Unit (MEBU) have met in good faith and agreed to labor contracts effective December 13, 2021, through December 21, 2025; and

WHEREAS, the Board adopted the Unrepresented Salary and Benefits resolution earlier this evening in this regularly scheduled meeting, effective December 13, 2021; and

WHEREAS, the specific language of the labor contract and salary and benefits resolution establish new base salaries effective the first day of the first pay period of calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. That the pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 56-21 attached as Exhibit "B" is hereby rescinded.

2. The pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).
Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

Non-Exempt, Hourly Classifications					Monthly Salary					Hourly Pay Rate				
					Exempt	Code	Effective Date	Resolution #	Step A	Step B	Step C	Step D	Step E	Step A
ACCOUNTANT I	H	pacct1	12/14/2020	51-17	8,117	8,523	8,951	9,398	9,866	46.8288	49.1712	51.6404	54.2192	56.9192
ACCOUNTING TECHNICIAN I	H	cactc1	12/14/2020	59-17	6,462	6,788	7,129	7,484	7,857	37.2808	39.1615	41.1288	43.1769	45.3288
ACCOUNTING TECHNICIAN II	H	cactc2	12/14/2020	59-17	7,108	7,463	7,838	8,230	8,641	41.0077	43.0558	45.2192	47.4808	49.8519
ADMINISTRATIVE ASSISTANT I	H	cadass1	12/14/2020	59-17	5,359	5,626	5,910	6,204	6,512	30.9173	32.4577	34.0962	35.7923	37.5692
ADMINISTRATIVE ASSISTANT II	H	cadass2	12/14/2020	59-17	5,895	6,193	6,500	6,826	7,168	34.0096	35.7288	37.5000	39.3808	41.3538
ADMINISTRATIVE ASSISTANT II (y-rated)	H	ycadass2	12/14/2020	59-17	0	0	0	0	8,419	0.0000	0.0000	0.0000	0.0000	48.5712
ADMINISTRATIVE ASSISTANT I - CONFIDENTIAL	H	hadass1	12/13/2021	TBD	5,877	6,171	6,480	6,805	7,145	33.9058	35.6019	37.3846	39.2596	41.2212
ADMINISTRATIVE ASSISTANT II - CONFIDENTIAL	H	hadass2	12/13/2021	TBD	6,466	6,789	7,128	7,485	7,859	37.3038	39.1673	41.1231	43.1827	45.3404
ADMINISTRATIVE ASSISTANT II - CONFIDENTIAL (y-rated)	H	yhadass2	12/13/2021	TBD	0	0	0	0	8,226	0.0000	0.0000	0.0000	0.0000	47.4577
CONSTRUCTION INSPECTOR I	H	ccoin1	12/14/2020	59-17	7,958	8,355	8,772	9,213	9,670	45.9115	48.2019	50.6077	53.1519	55.7885
CONSTRUCTION INSPECTOR II	H	ccoin2	12/14/2020	59-17	8,751	9,188	9,651	10,131	10,637	50.4865	53.0077	55.6788	58.4481	61.3673
ELECTRICIAN I	H	celec1	12/14/2020	59-17	7,775	8,163	8,570	9,000	9,451	44.8558	47.0942	49.4423	51.9231	54.5250
ELECTRICIAN II	H	celec2	12/14/2020	59-17	8,554	8,980	9,431	9,901	10,396	49.3500	51.8077	54.4096	57.1212	59.9769
ENGINEERING/GIS TECHNICIAN I	H	centc1	12/14/2020	59-17	7,285	7,651	8,033	8,435	8,855	42.0288	44.1404	46.3442	48.6635	51.0865
ENGINEERING/GIS TECHNICIAN II	H	centc2	12/14/2020	59-17	8,013	8,412	8,834	9,276	9,740	46.2288	48.5308	50.9654	53.5154	56.1923
ENVIRONMENTAL CHEMIST I	H	pench1	12/14/2020	51-17	8,367	8,786	9,224	9,688	10,170	48.2712	50.6885	53.2154	55.8923	58.6731
ENVIRONMENTAL COMPLIANCE INSPECTOR I (CLEAN WATER)	H	cecic1	12/14/2020	59-17	7,699	8,080	8,486	8,914	9,357	44.4173	46.6154	48.9577	51.4269	53.9827
ENVIRONMENTAL COMPLIANCE INSPECTOR II (CLEAN WATER)	H	cecic2	12/14/2020	59-17	8,473	8,892	9,337	9,805	10,292	48.8827	51.3000	53.8673	56.5673	59.3769
ENVIRONMENTAL COMPLIANCE INSPECTOR I (PRETREATMENT)	H	cecip1	12/14/2020	59-17	7,699	8,080	8,486	8,914	9,357	44.4173	46.6154	48.9577	51.4269	53.9827
ENVIRONMENTAL COMPLIANCE INSPECTOR II (PRETREATMENT)	H	cecip2	12/14/2020	59-17	8,473	8,892	9,337	9,805	10,292	48.8827	51.3000	53.8673	56.5673	59.3769
FACILITIES AND SAFETY TECHNICIAN	h	cfastc	12/14/2020	32-20	7,322	7,688	8,070	8,476	8,899	42.2423	44.3538	46.5577	48.9000	51.3404
HUMAN RESOURCES ANALYST I	H	hhran1	12/13/2021	TBD	9,319	9,785	10,273	10,789	11,329	53.7635	56.4519	59.2673	62.2442	65.3596
HUMAN RESOURCES TECHNICIAN	H	hhrtc	12/13/2021	TBD	7,503	7,877	8,269	8,683	9,119	43.2865	45.4442	47.7058	50.0942	52.6096
INFORMATION TECHNOLOGY ANALYST I	H	pitan1	12/14/2020	51-17	9,580	10,056	10,560	11,088	11,642	55.2692	58.0154	60.9231	63.9692	67.1654
INFORMATION TECHNOLOGY TECHNICIAN I	H	cistc1	12/14/2020	59-17	6,944	7,290	7,656	8,038	8,442	40.0615	42.0577	44.1692	46.3731	48.7038
INFORMATION TECHNOLOGY TECHNICIAN II	H	cistc2	12/14/2020	59-17	7,636	8,019	8,419	8,842	9,286	44.0538	46.2635	48.5712	51.0115	53.5731
INSTRUMENTATION AND CONTROLS TECHNICIAN I	H	cinstc	12/14/2020	59-17	8,743	9,182	9,638	10,123	10,628	50.4404	52.9731	55.6038	58.4019	61.3154
INSTRUMENTATION AND CONTROLS TECHNICIAN II	H	copcss	12/14/2020	59-17	9,332	9,799	10,288	10,804	11,343	53.8385	56.5327	59.3538	62.3308	65.4404
INSTRUMENTATION, CONTROLS, AND ELECTRICAL SUPERVISOR	H	meisup	12/13/2021	54-21	12,669	13,303	13,968	14,667	15,400	73.0904	76.7481	80.5846	84.6173	88.8462
JUNIOR ENGINEER	H	pireng	12/14/2020	51-17	8,899	9,341	9,811	10,298	10,814	51.3404	53.8904	56.6019	59.4115	62.3885
LABORATORY TECHNICIAN	H	clabtc	12/14/2020	59-17	7,322	7,688	8,070	8,476	8,899	42.2423	44.3538	46.5577	48.9000	51.3404
LABORER - TEMPORARY/RA	H	tlabor	6/5/2018	28-18	0	0	3,987	4,160	4,334	0.0000	0.0000	23.0000	24.0000	25.0000
MAINTENANCE WORKER I	H	cmtwk1	12/14/2020	59-17	6,198	6,506	6,833	7,174	7,534	35.7577	37.5346	39.4212	41.3885	43.4654
MAINTENANCE WORKER II	H	cmtwk2	12/14/2020	59-17	6,815	7,157	7,516	7,891	8,284	39.3173	41.2904	43.3615	45.5250	47.7923
MANAGEMENT ANALYST I	H	padan1	12/14/2020	51-17	8,886	9,332	9,799	10,289	10,804	51.2654	53.8385	56.5327	59.3596	62.3308
MECHANIC I	H	cmech1	12/14/2020	59-17	7,148	7,505	7,882	8,277	8,691	41.2385	43.2981	45.4731	47.7519	50.1404
MECHANIC II	H	cmech2	12/14/2020	59-17	7,862	8,256	8,669	9,105	9,558	45.3577	47.6308	50.0135	52.5288	55.1423
MECHANIC II (CRANE CERTIFIED)	H	cmeccc	12/14/2020	59-17	8,061	8,465	8,886	9,332	9,799	46.5058	48.8365	51.2654	53.8385	56.5327
MECHANICAL SUPERVISOR	H	mmeaup	12/13/2021	54-21	10,724	11,260	11,824	12,418	13,034	61.8692	64.9615	68.2154	71.6423	75.1962
OPERATOR-IN-TRAINING	H	cwtptot	12/14/2020	59-17	6,096	6,400	6,720	7,057	7,408	35.1692	36.9231	38.7692	40.7135	42.7385
SENIOR ELECTRICIAN	H	csrelect	12/14/2020	59-17	9,409	9,878	10,373	10,893	11,436	54.2827	56.9885	59.8442	62.8442	65.9769
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR	H	csrecci	12/14/2020	59-17	9,318	9,782	10,271	10,783	11,324	53.7577	56.4346	59.2558	62.2096	65.3308
SENIOR INSTRUMENTATION AND CONTROLS TECHNICIAN	H	csrictech	12/14/2020	59-17	10,263	10,777	11,316	11,884	12,478	59.2096	62.1750	65.2846	68.5615	71.9885
SENIOR MECHANIC	H	csrmec	12/14/2020	59-17	8,652	9,082	9,538	10,014	10,513	49.9154	52.3962	55.0269	57.7731	60.6519
SENIOR MECHANIC (CRANE CERTIFIED)	H	csrmcc	12/14/2020	59-17	8,866	9,308	9,775	10,263	10,776	51.1500	53.7000	56.3942	59.2096	62.1692

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

SENIOR PROCESS WASTEWATER TREATMENT PLANT OPERATOR	H	cwtpo5	12/14/2020	59-17	9,351	9,818	10,309	10,824	11,366	53.9481	56.6423	59.4750	62.4462	65.5731
SENIOR UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE	H	ccsrp3	12/14/2020	59-17	7,292	7,658	8,041	8,445	8,866	42.0692	44.1808	46.3904	48.7212	51.1500
SENIOR WASTEWATER TREATMENT PLANT OPERATOR	H	cswtpo	12/14/2020	59-17	8,481	8,907	9,351	9,818	10,309	48.9288	51.3865	53.9481	56.6423	59.4750
SENIOR WATER/WASTEWATER SYSTEMS OPERATOR	H	cwwslo	12/14/2020	59-17	9,587	10,064	10,566	11,093	11,646	55.3096	58.0615	60.9577	63.9981	67.1885
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN I	H	ccfdr1	12/14/2020	59-17	6,027	6,329	6,648	6,979	7,327	34.7712	36.5135	38.3538	40.2635	42.2712
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN II	H	ccfdr2	12/14/2020	59-17	6,628	6,960	7,311	7,675	8,060	38.2385	40.1538	42.1788	44.2788	46.5000
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE I	H	ccsrp1	12/14/2020	59-17	5,265	5,528	5,804	6,096	6,400	30.3750	31.8923	33.4846	35.1692	36.9231
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE II	H	ccsrp2	12/14/2020	59-17	5,793	6,084	6,386	6,702	7,038	33.4212	35.1000	36.8423	38.6654	40.6038
WASTEWATER TREATMENT PLANT OPERATOR I	H	cwtpo1	12/14/2020	59-17	7,013	7,360	7,728	8,113	8,519	40.4596	42.4615	44.5846	46.8058	49.1481
WASTEWATER TREATMENT PLANT OPERATOR II	H	cwtpo2	12/14/2020	59-17	7,709	8,097	8,499	8,924	9,373	44.4750	46.7135	49.0327	51.4846	54.0750
WASTEWATER TREATMENT PLANT SUPERVISOR	H	mwtpsu	12/13/2021	54-21	11,511	12,086	12,690	13,324	13,991	66.4096	69.7269	73.2115	76.8692	80.7173
WATER/WASTEWATER SYSTEMS OPERATOR I	H	cwwso2	12/14/2020	59-17	7,013	7,360	7,728	8,113	8,519	40.4596	42.4615	44.5846	46.8058	49.1481
WATER/WASTEWATER SYSTEMS OPERATOR II	H	cwwso4	12/14/2020	59-17	8,481	8,907	9,351	9,818	10,309	48.9288	51.3865	53.9481	56.6423	59.4750
WATER/WASTEWATER SYSTEMS OPERATOR II (ON CALL)	H	cww4oc	12/14/2020	59-17	8,694	9,126	9,587	10,064	10,566	50.1577	52.6500	55.3096	58.0615	60.9577
WATER/WASTEWATER SYSTEMS SUPERVISOR	H	mwwssp	12/13/2021	54-21	11,562	12,140	12,747	13,385	14,054	66.7038	70.0385	73.5404	77.2212	81.0808

Exempt Classifications	Exempt	Code	Effective Date	Resolution #	Monthly Salary					Bi-Weekly Pay Rate				
					Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT II	S	pacct2	12/14/2020	51-17	8,862	9,304	9,769	10,258	10,771	4090.15	4294.15	4508.77	4734.46	4971.23
ADMINISTRATIVE SERVICES DIRECTOR	S	asm	12/13/2021	TBD	17,243	18,105	19,010	19,961	20,959	7958.3077	8356.1538	8773.8462	9212.7692	9673.38
ASSISTANT ENGINEER	S	paseng	12/14/2020	51-17	9,720	10,207	10,715	11,252	11,813	4486.15	4710.92	4945.38	5193.23	5452.15
ASSISTANT GENERAL MANAGER	S	agmgr	12/13/2021	TBD	18,537	19,464	20,437	21,459	22,533	8555.54	8983.38	9432.46	9904.15	10399.85
ASSOCIATE ENGINEER	S	paesme	12/14/2020	51-17	11,074	11,629	12,208	12,819	13,461	5111.08	5367.23	5634.46	5916.46	6212.77
CLEAN WATER PROGRAMS ADMINISTRATOR	S	pcwpsp	12/14/2020	51-17	9,981	10,482	11,003	11,554	12,129	4606.62	4837.85	5078.31	5332.62	5598.00
ENGINEERING SERVICES DIRECTOR	S	esm	4/7/2021	16-21	16,580	17,409	18,279	19,193	20,153	7652.3077	8034.9231	8436.4615	8858.3077	9301.38
ENVIRONMENTAL CHEMIST II	S	pench2	12/14/2020	51-17	9,136	9,593	10,071	10,574	11,105	4216.62	4427.54	4648.15	4880.31	5125.38
ENVIRONMENTAL HEALTH AND SAFETY PROGRAMS ADMINISTRATOR	S	pehspa	12/14/2020	51-17	10,317	10,832	11,373	11,943	12,539	4761.69	4999.38	5249.08	5512.15	5787.23
EXECUTIVE SERVICES SUPERVISOR	S	messup	12/13/2021	54-21	12,153	12,761	13,399	14,069	14,772	5609.08	5889.69	6184.15	6493.38	6817.85
EXECUTIVE SERVICES SUPERVISOR (y-rated)	S	ymessup	12/13/2021	54-21	12,635	13,267	13,931	14,624	15,357	5831.54	6123.23	6429.69	6749.54	7087.85
FINANCIAL ANALYST	S	pfinan	12/14/2020	51-17	10,049	10,551	11,080	11,633	12,213	4638.00	4869.69	5113.85	5369.08	5636.77
FINANCIAL SERVICES MANAGER	S	mfssup	12/13/2021	54-21	14,370	15,087	15,841	16,635	17,464	6632.31	6963.23	7311.23	7677.69	8060.31
GENERAL MANAGER	S	gm	12/17/2018	56-18	0	0	0	0	24,167	0.0000	0.0000	0.0000	0.0000	11154.00
GIS ANALYST	S	pgisa2	12/14/2020	51-17	10,255	10,769	11,306	11,871	12,466	4733.08	4970.31	5218.15	5478.92	5753.54
HUMAN RESOURCES ANALYST II	S	hhran2	12/13/2021	TBD	10,251	10,764	11,303	11,867	12,461	4731.23	4968.00	5216.77	5477.08	5751.23
HUMAN RESOURCES AND RISK MANAGER	S	mhrsup	12/13/2021	TBD	13,304	13,970	14,667	15,400	16,171	6140.31	6447.69	6769.38	7107.69	7463.54
INFORMATION TECHNOLOGY ANALYST II	S	pitan2	12/14/2020	51-17	10,469	10,992	11,542	12,119	12,725	4831.85	5073.23	5327.08	5593.38	5873.08
INFORMATION TECHNOLOGY MANAGER	S	missup	12/13/2021	54-21	14,306	15,020	15,772	16,563	17,392	6602.77	6932.31	7279.38	7644.46	8027.08
LABORATORY AND ENVIRONMENTAL COMPLIANCE MANAGER	S	mlbsup	12/13/2021	54-21	12,355	12,972	13,622	14,301	15,018	5702.31	5987.08	6287.08	6600.46	6931.38
MANAGEMENT ANALYST II	S	padan2	12/14/2020	51-17	9,709	10,192	10,703	11,240	11,801	4481.08	4704.00	4939.85	5187.69	5446.62
MECHANICAL SUPERINTENDENT	S	mmespt	12/13/2021	54-21	12,868	13,512	14,188	14,897	15,642	5939.08	6236.31	6548.31	6875.54	7219.38
OPERATIONS COMPLIANCE MANAGER	S	mocsup	12/13/2021	54-21	14,198	14,908	15,654	16,437	17,259	6552.92	6880.62	7224.92	7586.31	7965.69
OPERATIONS DIRECTOR	S	om	12/13/2021	TBD	17,243	18,105	19,010	19,961	20,959	7958.3077	8356.1538	8773.8462	9212.7692	9673.38
PRETREATMENT PROGRAMS ADMINISTRATOR	S	pprepa	4/7/2021	11-21	9,524	10,000	10,500	11,025	11,576	4395.69	4615.38	4846.15	5088.46	5342.77
PRINCIPAL ELECTRICAL ENGINEER	S	mprees	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PRINCIPAL ENGINEER	S	mpreng	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PRINCIPAL WATER/WASTEWATER SYSTEMS ENGINEER	S	mpwwse	12/13/2021	54-21	14,848	15,589	16,368	17,187	18,047	6852.92	7194.92	7554.46	7932.46	8329.38
PUBLIC AFFAIRS SPECIALIST	S	pcoms2	12/14/2020	51-17	9,303	9,768	10,257	10,770	11,309	4293.69	4508.31	4734.00	4970.77	5219.54
PUBLIC AFFAIRS SUPERVISOR	S	mcasup	12/13/2021	54-21	12,315	12,930	13,578	14,258	14,971	5683.85	5967.69	6266.77	6580.62	6909.69
SENIOR ENGINEER	S	msengs	12/13/2021	54-21	13,158	13,816	14,507	15,232	15,993	6072.92	6376.62	6695.54	7030.15	7381.38

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

SENIOR ENVIRONMENTAL CHEMIST	S	psrech	12/14/2020	51-17	9,981	10,482	11,003	11,554	12,129	4606.62	4837.85	5078.31	5332.62	5598.00
UTILITY BILLING AND CUSTOMER SERVICES SUPERVISOR	S	mcssup	12/13/2021	54-21	11,084	11,637	12,218	12,830	13,472	5115.69	5370.92	5639.08	5921.54	6217.85
VISUAL COMMUNICATIONS SPECIALIST	S	pgrptc	12/14/2020	51-17	9,303	9,768	10,257	10,770	11,309	4293.69	4508.31	4734.00	4970.77	5219.54
WASTEWATER TREATMENT PLANT OPERATIONS SUPERINTENDENT	S	mwtpos	12/13/2021	54-21	14,575	15,304	16,069	16,873	17,716	6726.92	7063.38	7416.46	7787.54	8176.62
WATER/WASTEWATER SYSTEMS SUPERINTENDENT	S	mwwsom	12/13/2021	54-21	13,876	14,569	15,297	16,062	16,865	6404.31	6724.15	7060.15	7413.23	7783.85

RESOLUTION NO. 56-21

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING RESOLUTION NO. 17-21

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 17-21, the Board-adopted pay schedule was approved on April 6, 2021; and

WHEREAS, the Board adopted the new salary ranges for the Principal Water/Wastewater Systems Engineer, Water/Wastewater Systems Supervisor, and Wastewater Treatment Plant Supervisor earlier this evening in this regularly scheduled meeting; and

WHEREAS, the pay schedule has been updated to reflect the new classifications and salary ranges; and

WHEREAS, the Board adopted the revised salary range for the Water/Wastewater Systems Superintendent earlier this evening in this regularly scheduled meeting; and

WHEREAS, the pay schedule has been updated to reflect the revised salary range.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. That the pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 17-21 attached as Exhibit "B" is hereby rescinded.
2. The pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

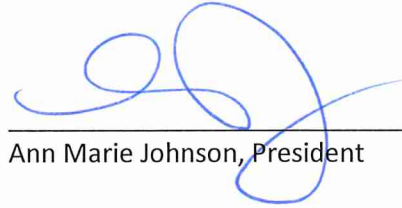
Res. No. 56-21

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 16th day of November, 2021, and passed by the following vote:

AYES: 5 – Directors Georgan M. Vonheeder-Leopold, Marisol Rubio, Arun Goel,
Richard M. Halket, Ann Marie Johnson

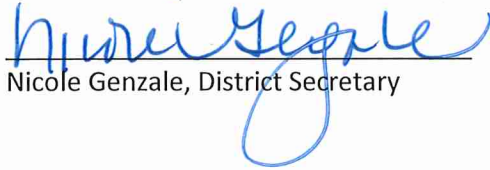
NOES: 0

ABSENT: 0



Ann Marie Johnson, President

ATTEST:



Nicole Genzale, District Secretary



TITLE: Approve Health Insurance Contribution for Calendar Year 2022 for Unrepresented Employees

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, a health insurance premium contribution for the period of February 1, 2022, to December 31, 2022, for Unrepresented employees.

DISCUSSION:

In mid-July of 2021, California Public Employees' Retirement System (CalPERS) notified contracting agencies of medical premium increases effective January 1 of the following calendar year. In accordance with contractual requirements of the Memoranda of Understanding (MOUs), Personal Service Agreements (PSAs), and Section 22892 of the Public Employees, Medical and Hospital Care Act, the Board adopts a resolution to revise the employer contribution towards health insurance premiums if there is a change to the employer contribution for the following calendar year. A copy of the resolution must be sent to CalPERS. On August 18, 2020, the Board adopted a resolution to set the employer contribution rate beginning January 1, 2021, for health insurance for Local 39, Confidential Employees' Bargaining Unit (CEBU), Professional Employees' Bargaining Unit (PEBU), General Manager, and Senior Management employees. On November 16, 2021, the Board adopted a resolution to set the employer contribution rate beginning January 1, 2022, for health insurance for Mid-Management Employees' Bargaining Unit (MEBU) employees.

For MEBU and Unrepresented employees, the District's contribution is based on the plan year 2022 CalPERS Kaiser HMO Region 1 health premium rates. The maximum District monthly contribution rate for health insurance premiums will increase to the amounts as follows, effective January 1, 2022, for MEBU employees and February 1, 2022, for Unrepresented employees:

Employee Only:	\$857.06
Employee + One:	\$1,714.12
Employee + Family:	\$2,228.36

For Local 21 (formerly PEBU), Local 39, and the General Manager, the District's contribution will remain unchanged from the contribution amounts approved by the Board on August 18, 2020, until such time as a successor Local 21 MOU, Local 39 MOU, and Personal Service Agreement (PSA) amendment for the General Manager are approved by the Board. The maximum District monthly contribution rate for health insurance premiums will remain in the amounts as follows:

Employee Only:	\$797.00
Employee + One:	\$1,594.00
Employee + Family:	\$2,072.00

The District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above. Staff has also reviewed the requirements of the employer mandate under the Patient Protection and Affordable Care Act (PPACA) and has determined that the District meets compliance requirements.

Originating Department: Administrative Services	Contact: M. Gallardo	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	132 of 142	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR UNREPRESENTED EMPLOYEES

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, by Resolution No. 47-20, the Board of Directors approved the employer contribution for calendar year 2021 for Professional Employees' Bargaining Unit (PEBU), Stationary Engineers, Local 39 (Local 39), Confidential Employees' Bargaining Unit (CEBU), Senior Management employees, and the General Manager at its regularly scheduled meeting on August 18, 2020; and

WHEREAS, there is no change to the employer contribution for calendar year 2022, as approved by Resolution No 47-20, for PEBU, Local 39, and the General Manager; and

WHEREAS, by Resolution No. 57-21, the Board of Directors approved the employer contribution for calendar year 2022 for Mid-Management Bargaining Unit (MEBU) employees; and

WHEREAS, the Board of Directors approved the salary and benefits resolution for Unrepresented employees and Senior Management effective December 13, 2021, earlier in this regularly scheduled meeting; and

WHEREAS, the specific language of the resolution establishes the employer's monthly health benefit contribution effective February 1, 2022, and shall remain in effect under the current amount until such time as a new amount has been specified by successor resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

(a) The employer contribution for each employee or annuitant of Unrepresented employees shall be the amount necessary to pay the full cost of their enrollment, including the enrollment of eligible family members, in a health benefit plan or plans, effective on February 1, 2022, up to a maximum of:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
002 Mid-Management Monthly	No Change	No Change	No Change
003 Senior Management Monthly	\$857.06	\$1,714.12	\$2,228.36
004 Unrepresented Monthly	\$857.06	\$1,714.12	\$2,228.36
005 Local 39 Monthly	No Change	No Change	No Change
011 Local 21 Monthly	No Change	No Change	No Change
013 General Manager Monthly	No Change	No Change	No Change
007 Mid-Management Hourly	No Change	No Change	No Change
008 Senior Management Hourly	\$428.53	\$857.06	\$1,114.18
009 Unrepresented Hourly	\$428.53	\$857.06	\$1,114.18
010 Local 39 Hourly	No Change	No Change	No Change
012 Local 21 Hourly	No Change	No Change	No Change

Plus administrative fees and Contingency Reserve Fund assessments and be it further resolved;

(b) Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further resolved;

(c) That the participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Dublin San Ramon Services District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, California Public Employees' Retirement System (CalPERS) may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further resolved;

(d) That the executive body appoint and direct, and it does hereby appoint and direct, Nicole Genzale, District Secretary, to file with the Board a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary



TITLE: Initiate California Public Employees' Retirement System (CalPERS) Retirement Contract Amendment Under Section 20516 for Cost Sharing for Classic Unrepresented Miscellaneous Employees

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, to initiate a CalPERS retirement contract amendment under Government Code Section 20516 for Cost Sharing for Classic Unrepresented Miscellaneous Employees.

DISCUSSION:

In November 2004, the Board approved a contract amendment to its CalPERS retirement contract to provide for an enhanced retirement benefit at 2.7% at 55 for Classic Miscellaneous employees. In order to fund the enhanced retirement benefit, the Board approved an amendment to its CalPERS retirement contract under Government Code Section 20516, to provide for an employee cost share in the amount of two percent (2%) of the District's CalPERS employer contribution and entered into 20-year memoranda of understanding with the Mid-Management Employees' Bargaining Unit (MEBU), Professional Employees' Bargaining Unit (PEBU), Stationary Engineers, Local 39 (Local 39), and passed a resolution for Senior Management employees, to be effective through the end of the last pay period in calendar year 2024. The Board approved a similar amendment with the Confidential Employees' Bargaining Unit (CEBU) after its formation in 2008, to be effective through the end of the last pay period in calendar year 2024.

With the Board's approval of the resolution for terms and conditions of employment, salary, and benefits for unrepresented senior management, managers, professional, technical, administrative, and confidential employees in an earlier agenda item this evening, the District will need to initiate the retirement contact amendment process with CalPERS to provide for a cost share under Government Code Section 20516 for unrepresented employees in the Classic Miscellaneous Employees pension tier. The first step in the contract amendment process for unrepresented employees is for the Board to approve a resolution to initiate the contract amendment for the two percent (2%) cost share for Classic Unrepresented Miscellaneous employees.

Following the Board's approval, the following steps will be taken to complete the retirement contract amendment and finalize the cost sharing for Classic Unrepresented Miscellaneous employees:

- File the executed copy of the resolution and exhibit with CalPERS Pension Contract Management Division.
- Establish an anticipated schedule of further actions required by CalPERS, including;
 - Adopting a Resolution of Intention
 - Holding an employee election amongst the impacted Classic Miscellaneous Unrepresented employees
 - Adopting a Final Resolution
 - Filing the fully executed Final Resolution and certification forms with CalPERS

Upon receipt of the fully executed Final Resolution and certification forms, CalPERS will approve the documents, add an updated effective date for the amendment, and provide the District with a fully executed retirement contract.

Until such time as the contract amendment process with CalPERS is completed, the Classic Unrepresented Miscellaneous employees will continue to participate in the Section 20516 cost share in the amount of two percent (2%) under the approved resolutions, memoranda of understanding, and retirement contract from the group that their classification previously was covered by before recognition as unrepresented employees.

Originating Department: Administrative Services	Contact: M. Gallardo/C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		136 of 142

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT RELATING TO CALPERS RETIREMENT COST SHARING UNDER GOVERNMENT CODE SECTION 20516 BY CLASSIC UNREPRESENTED SENIOR MANAGEMENT, MANAGEMENT, PROFESSIONAL, TECHNICAL, ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS, unrepresented senior management, management, professional, technical, administrative, and confidential employees of Dublin San Ramon Services District are not covered by a memorandum of understanding; and

WHEREAS, changes to wages and benefits for unrepresented senior management, management, professional, technical, administrative, and confidential employees are recommended by the General Manager and approved by the Board of Directors; and

WHEREAS, the District is interested in having Classic unrepresented senior management, Classic unrepresented management, Classic unrepresented professional, Classic unrepresented technical, Classic unrepresented administrative, and Classic unrepresented confidential employees participate in employee cost sharing towards the California Public Employees' Retirement System (CalPERS) retirement benefits pursuant to Government Code Section 20516; and

WHEREAS, CalPERS requires the Board of Directors to adopt a resolution that specifically identifies the following information for unrepresented employees in order to initiate the process for the District to amend its CalPERS contract to provide for Section 20516 (Cost Sharing) as follows:

1. Unrepresented cost share percentages to become effective as soon as administratively possible with CalPERS:
 - (a) 2% for Classic Miscellaneous Employees in Unrepresented Senior Management, Management, Professional, Technical, Administrative, and Confidential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The Board of Directors hereby approves, by this resolution, to initiate the employee CalPERS contract amendment under Government Code Section 5016 for Classic Unrepresented Miscellaneous Employees.

2. A signed simple majority of Classic Unrepresented Miscellaneous Employees impacted by this resolution to participate in the Section 20516 cost share is shown in Exhibit "A" and attached hereto.

Res. No. _____

BE IT FURTHER RESOLVED, that this resolution complies with CalPERS' procedures for unrepresented employees needed in order to initiate the employee CalPERS contract amendment process under Government Code Section 20516.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of December, 2021, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Memo

To: Dublin San Ramon Services Board of Directors

From: Carol Atwood, Administrative Services Director
Jeff Carson, Operations Director
Michelle Gallardo, HR & Risk Manager
Samantha Koehler, HR Analyst II
Jan Lee, Assistant General Manager
Lori Martin, Administrative Assistant II (Confidential)

CC: Dan McIntyre, General Manager

Date: December 1, 2021

Subject: **Unrepresented Senior Management, Managers, Professional, Technical, Administrative and Confidential Staff Agreement to Participate in Section 20516 CalPERS Retirement Cost Sharing**

The District intends to formally adopt a resolution for terms and conditions of employment, salary, and benefits for Unrepresented Senior Management, Managers, Professional, Technical, Administrative, and Confidential Staff at the Board meeting on December 7, 2021.

In accordance with the Unrepresented resolution, to be adopted at the Board meeting on December 7, 2021, and in accordance with CalPERS requirements under Government Code Section 20516 related to employee retirement cost sharing, the District intends to adopt a resolution to initiate a retirement contract amendment to the District's retirement contract with CalPERS for Unrepresented employee retirement cost sharing at the Board meeting on December 7, 2021. Per CalPERS requirements, as Unrepresented employees are not covered by a Memorandum of Understanding, a signed simple majority of the Classic Unrepresented employees impacted by the Section 20516 cost sharing must be attached to the resolution to initiate the retirement contract amendment.

By signing below, the impacted Classic Unrepresented employees are agreeing to participate in the Section 20516 cost share in the amount of 2% of the District employer contribution as part of the Classic Unrepresented Miscellaneous employees, effective as soon as administratively possible with CalPERS.




Carol Atwood, Administrative Services Director

12/1/2021
Date



Jeff Carson, Operations Director

12/1/2021
Date



Michelle Gallardo, Human Resources & Risk Manager

12/1/2021
Date



Samantha Koehler, Human Resources Analyst II

12/1/2021
Date

Jan L

Jan Lee, Assistant General Manager

12/1/21

Date

Lori a. Martin

Lori Martin, Administrative Assistant II (Confidential)

12-01-2021

Date



TITLE: Receive Presentation Regarding the Branding of Dublin San Ramon Services District over the Last 13 Years

RECOMMENDATION:

Staff recommends the Board of Directors receive a presentation regarding the branding of the Dublin San Ramon Services District over the last 13 years.

DISCUSSION:

Efforts to brand the Dublin San Ramon Services District began in 2008 when staff reviewed a booklet entitled *Building the Water Utility Brand*. Having attended several branding seminars, staff noted that the seminars were always disappointing because they focused on products and competition among the providers of those products, while the District offered services, not products, in a non-competitive environment.

The *Building the Water Utility Brand* booklet understood the difference between branding products and branding services, so, staff tracked down the author and in April 2009, hired him as a consultant to teach a half-day workshop for the Public Affairs staff.

Staff learned that the District’s brand is its promises to its community, and transparency is how it delivers its promises. At a high level, promises to the community are the following: when a customer turns on the tap, clean, safe drinking water flows; when a customer flushes the toilet, the District safely collects that wastewater and treats it so it is ideal to irrigate or safe to discard in the San Francisco Bay; and, the recycled irrigation water the District makes from wastewater is the right water to irrigate parks, schools, sports grounds, golf courses, and roadway medians.

Initially, staff developed a list of standards that motivate how DSRSD serves its community: Protect public health and the environment; plan well; manage finances soundly and invest appropriately; and work continuously to increase efficiencies and savings.

The Public Affairs staff then began to integrate the District’s brand into all DSRSD communications: website, news releases, annual reports, *DSRSDtoday* emails to DSRSD’s influential public, monthly eNewsletter *Pipeline* to customers, and social media posts.

Originating Department: Office of the General Manager	Contact: S. Stephenson	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input checked="" type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	141 of 142	



TITLE: Receive Update and Discuss the Development and Operation of a Proposed Joint Residential Recycled Water Fill Station in 2022 and Provide Direction

RECOMMENDATION:

Staff recommends the Board of Directors receive an update and discuss the development and operation of a proposed Joint Residential Recycled Water Fill Station in 2022 and provide direction.

DISCUSSION:

Last summer, the City of Livermore and City of Pleasanton expressed an interest in developing and operating a Joint Residential Recycled Water Fill Station at DSRSD’s Gleason property in Dublin. At the September 7, 2021 DSRSD Board meeting, the Board directed staff to negotiate an agreement with the City of Pleasanton and the City of Livermore to develop and operate a joint fill station in 2022, if there were mandatory restrictions on irrigation next summer. The project schedule anticipated opening a joint fill station by June 1, if drought conditions persisted into 2022. The City of Livermore has requested some changes to the schedule and commitments by the agencies. Staff will update the DSRSD Board on these proposed changes.

Originating Department: Office of the General Manager	Contact: D. McIntyre	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input checked="" type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	142 of 142	