

Exhibit A to Resolution No. 28-24

Salary and Benefits Resolution

For

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

Original Effective Date: December 13, 2021

Revised: February 2, 2022

Revised: December 20, 2022

TABLE OF CONTENTS

Section 1.	Salaries and Cash Benefits	3
Section 2.	Hours of Work and Overtime	6
Section 3.	Health and Welfare	7
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	16
Section 10.	Probationary Period	19
Section 11.	Layoffs	20
Section 12.	Separation, Discharge and Discipline	20
Section 13.	Grievances	20
Section 14.	Personnel Files	22
Section 15.	Miscellaneous Provisions	22
Section 16.	Separability of Provisions	23
Appendix 1	List of Unrepresented Management, Professional, Technical and Administrative Positions	24
Appendix 2	Summary and Definition of Confidential Designation	25

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 and Overtime

For non-exempt employees, the regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. Those positions that are Non-Exempt as of the Effective Date of this MOU are listed in Appendix 1. All overtime worked by employees designated as Non-Exempt in accordance with the Fair Labor Standards Act must be approved in advance by the General Manager, or designated representative.

Any authorized time a non-exempt employee works in excess of 40 hours a workweek shall be compensated at or granted compensatory time at, the rate of one and one-half (1 ½) times the employee's regular straight-time rate of pay. Paid holiday and employee leave bank hours constitute "hours worked" for purposes of determining if an employee has worked hours in excess of the regular work week." A Non-Exempt employee will be allowed to annually accrue up to a maximum of forty (40) hours of compensatory time. The maximum amount of hours a non-exempt employee may keep in their compensation time bank shall be capped at 40 hours. Overtime usage shall be subject to the District Personnel Rules, as amended from time to time.

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.

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 (as of 12/13/2021)	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

Classification (as of 1/18/2022)	Step E Salary as of 12/13/21	Step E Salary as of 1/18/22
	Monthly	Monthly
Human Resources Analyst II	\$12,461	\$12,461
Human Resources & Risk Manager	\$16,171	\$16,171
Senior Human Resources Analyst	N/A	\$13,707

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
- Senior Human Resources Analyst
- Human Resources Analyst I/II
- Human Resources Technician
- Administrative Assistant I/II- Confidential