

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, February 1, 2022

PLACE: Teleconference

Pursuant to the authorizations provided by Government Code section 54953(e), and local county health orders issued to address the COVID-19 pandemic, the Board meeting will be held via Teams Teleconference.

The District Boardroom will be closed to the public.

The public may observe and comment by electronic means as described on Page 3.

See Page 3 of the Agenda Packet for Teams Teleconference Access Information

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. SPECIAL ANNOUNCEMENTS/ACTIVITIES
 - New Employee Introductions
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)
At this time those 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. 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.
6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS)
7. 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.
 - 7.A. Approve Regular Meeting Minutes of January 18, 2022
Recommended Action: Approve by Motion
 - 7.B. Approve Director Attendance at Legislative Roundtable Meeting with Assemblymember Rebecca Bauer-Kahan on February 3, 2022
Recommended Action: Approve by Motion
 - 7.C. Approve Resolution for Terms and Conditions, Salary, and Benefits of Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Managers and Rescind Resolution No. 59-21
Recommended Action: Approve by Resolution

8. BOARD BUSINESS

- 8.A. Accept Donation of One Eagle Scout Project for the DSRSD Demonstration Garden
Recommended Action: Accept by Motion
- 8.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
- 8.C. Approve Single Source Purchase Order with Jack Doheny Company for Specialty Closed-Caption Television (CCTV) Vehicle and Equipment, and Authorize the General Manager to Execute Purchase Order
Recommended Action: Approve by Motion
- 8.D. 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

9. REPORTS

9.A. Boardmember Items

- Joint Powers Authority and Committee Reports
- 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

9.B. Staff Reports

- Event Calendar
- Correspondence to and from the Board

10. CLOSED SESSION

The Board will convene its closed session on a separate teleconference line and return to the open teleconference call for Item 11 when the closed session is completed.

- 10.A. Conference with Legal Counsel – Anticipated Litigation
Consideration of Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4):
One Potential Case
- 10.B. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: District General Counsel

11. REPORT FROM CLOSED SESSION

12. 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, February 1, 2022

If the public wishes to provide comments during Agenda Item 5 – 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, February 1, 2022. 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 Computer or Device:

1. Click [Join Meeting](#).
2. Select how you want to join the Teams meeting.
3. Click “**Join now**.” You can personalize your video and audio preferences before or after joining.
4. Public participants would wait for the meeting host to admit you.
5. You must unmute yourself when you wish to speak by clicking the microphone icon, which is also used to mute yourself when you finish speaking.

To Join by Phone Only:

1. Dial **(831) 256-7773** USA Toll from any telephone.
2. Enter Conference ID **422 903 884#** 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.

Video Teleconference Meeting 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.
- Call (925) 875-2224 if you experience any technical difficulties.

Boardmembers and staff will be attending the meeting via teleconference. The Board will convene any Closed Sessions on a separate teleconference line and return to the open teleconference meeting for the next agenda item when the Closed Session is completed. The open teleconference meeting will be muted during this time and will resume for the Closed Session report and meeting adjournment.

The Boardroom is closed to the public.

All votes during the meeting will be taken by roll call vote.

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

January 18, 2022

Pursuant to the authorizations provided by Government Code Section 54953(e), and local county health orders issued to address the COVID-19 pandemic, the Board meeting was held via Teams Teleconference. The District Boardroom was closed to the public. The public could observe and comment by electronic means as described on Page 4. As required by the Brown Act, all votes were taken by roll call vote due to the attending Directors participating via teleconference.

1. CALL TO ORDER

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

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

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

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

4. DECLARATION OF TELECONFERENCE MEETINGS

4.A. Authorize Remote Teleconference Meetings until February 17, 2022, Pursuant to California Government Code Section 54953(e) and 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

Assistant General Manager Lee reviewed the item for the Board.

Vice President Rubio MOVED to Approve Resolution No. 1-22, Finding that there is a Proclaimed State of Emergency by Governor Newsom Due to COVID-19, and Authorizing Remote Teleconference Meetings of the Board of Directors of Dublin San Ramon Services District for the Period of January 18, 2022, Through February 17, 2022, Pursuant to the Authorizations Provided for in California Government Code Section 54953(E), and 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 Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

5. SPECIAL ANNOUNCEMENTS/ACTIVITIES – None

6. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:06 p.m.Speakers – Stationary Engineers, Local 39 Representatives and DSRSD Staff members:

Mr. Matt Frediani, Local 39 East Bay Representative

Mr. Charlie Solt, Local 39 Director of Public Employees

Ms. Sara Tom, Administrative Assistant II – Development & Construction Services Division

Ms. Megan Bucci, Administrative Assistant II – Field Operations Division

Mr. Antimo Vieira, Mechanic II – Mechanical Maintenance Division

Mr. Todd Millison, Senior Process Wastewater Treatment Plant Operator – Plant Operations Division

Ms. Florence Khaw, Environmental Compliance Inspector II (Clean Water) – Planning & Asset Management Division

Mr. John Bagakis, Mechanic II (Crane Certified) – Mechanical Maintenance Division

The speakers addressed the Board regarding the current unsuccessful labor contract negotiations with the District. They each shared their career and personal backgrounds, and provided the following reasons the membership declined the District's current contract proposal: comparable salary data is outdated, paid medical benefits are lacking, position comparisons are incorrect and overgeneralized, positions have been eliminated, positions have been consolidated increasing staff workload, several position are not receiving cost of living increases, wages are non-competitive and beneath the inflation rate, and recognition is lacking for the continued risk of working during the COVID-19 pandemic. The speakers noted that burnout, lack of appreciation, and not attracting top talent has greatly contributed to the high staff turnover in recent years. The District's desire to be recognized as an innovative, top-tier employer will suffer due to paying staff in the middle. The Local 39 representatives requested the Board resolve the current state of impasse by granting District negotiators authority to increase its offer for staff compensation and benefits.

7. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – No changes were made.8. CONSENT CALENDAR

Vice President Rubio MOVED for approval of the items on the Consent Calendar. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

8.A. Approve Regular Meeting Minutes of December 21, 2021 – Approved

8.B. Accept the Annual Report on Rate Stabilization Fund Reserves and Approve Transfer from the Regional Wastewater Operations Fund (Fund 300) to the Regional Wastewater Rate Stabilization Fund (Fund 305) – Approved

8.C. Approve Designation of Voting Representatives to the Contra Costa Special Districts Association (CCSDA) – Approved

8.D. Adopt Revised Day of Service Policy, Renamed the Director Compensable Activities Policy, and Rescind Resolution No. 36-19 – Approved – Resolution No. 2-22

- 8.E. Approve Amendment to the Capital Improvement Program Ten-Year Plan and Two-Year Budget for Fiscal Years 2022 and 2023 to Add the FOF Roof Replacement Project (CIP 22-A030) – Approved – Resolution No. 3-22
- 8.F. Approve Salary Range for New Senior Human Resources Analyst Classification – Approved – Resolution No. 4-22
- 8.G. 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. 69-21 - Approved – Resolution No. 5-22

9. BOARD BUSINESS

- 9.A. Approve Amendment to the Capital Improvement Program Ten Year-Plan and Two-Year Budget for Fiscal Years 2022 and 2023 to Combine the WWTP Energy Master Plan (CIP 22-P009), WWTP Electrical System Master Plan (CIP 18-P002) and Field Operations and District Facilities Energy Plan (CIP T22-19) Projects, Retitle WWTP Energy Master Plan to Energy Facilities Master Plan Project (CIP 22-P009), and Authorize Execution of Task Order No. 6 with Carollo Engineers, Inc. for Engineering Services for the Energy Facilities Master Plan Project (CIP 22-P009)

Interim Senior Engineer Jason Ching reviewed the item for the Board. The Board and staff discussed the anticipated timeline and estimated cost should the three projects be combined, and confirmed that an energy policy will be created as part of the project. The Board expressed its expectancy that the project timeline should accelerate and cost savings should be realized given a consolidated scope of work.

Vice President Rubio MOVED to Approve Resolution No. 6-22, Approving an Amendment to the Capital Improvement Program (CIP) Ten-Year Plan and Two-Year Budget for Fiscal Years 2022 and 2023 to Delete WWTP Electrical System Master Plan Project (CIP 18-P002), Delete Field Operations and District Facilities Energy Plan Project (CIP T22-19), Adjust the Funding Allocation and Increase the WWTP Energy Master Plan Project (CIP 22-P009), and Retitle to the Energy Facilities Master Plan Project (CIP 22-P009), and to Authorize Execution of Task Order No. 6 with Carollo Engineers, Inc. for Engineering Services for the Energy Facilities Master Plan Project (CIP 22-P009). Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

- 9.B. Receive Presentation on the District's December Water Conservation Status

Senior Engineer Irene Suroso reviewed the item for the Board underscoring that the District's customers are meeting targeted conservation levels. She also provided a complementary presentation to the staff report which included a weather/climate update, state reservoir conditions update, and illustration of improving drought conditions across the state. The presentation was added to the website as supplementary materials. She explained that the recent increase in outdoor commercial and correctional usage stems from businesses opening back up during the pandemic and that staff will monitor this usage as the hotter months approach.

- 9.C. Discuss and Approve Board Committees and Joint Powers Authority Assignments for Calendar Year 2022

President Halket reviewed the item for the Board.

Director Vonheeder-Leopold MOVED to Approve Board Committees and Joint Powers Authority Assignments for Calendar Year 2022. Director Goel SECONDED the MOTION, which CARRIED with FIVE AYES per roll call vote.

10. REPORTS

10.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 – None

10.B. Staff Reports

- Event Calendar – General Manager McIntyre reported on the following:
 - Staff will contact the Boardmembers to schedule individual policy briefings.
- Correspondence to and from the Board on an Item not on the Agenda was included in the agenda packet.

11. CLOSED SESSION

At 7:08 p.m. the Board went into Closed Session. The Board took Item 11.C first, then Item 11.A, but did not hold Item 11.B.

- 11.A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: District General Counsel

- 11.B. NOT HELD – Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2):
One Potential Case

- 11.C. 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: Stationary Engineers, Local 39

Additional Attendees: Douglas E. Coty, General Counsel

Dania Torres Wong, Sloan Sakai Yeung Wong, LLP

12. REPORT FROM CLOSED SESSION

At 8:05 p.m. the Board came out of Closed Session. President Halket announced that there was no reportable action.

13. ADJOURNMENT

President Halket adjourned the meeting at 8:05 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Approve Director Attendance at Legislative Roundtable Meeting with Assemblymember Rebecca Bauer-Kahan on February 3, 2022

RECOMMENDATION:

In accordance with the District’s Director Compensable Activities policy, the Board may approve Director attendance at certain public meetings, public events, and training programs. Staff recommends the Board of Directors approve, by Motion, Vice President Rubio’s attendance at a Legislative Roundtable meeting with Assemblymember Rebecca Bauer-Kahan on Thursday, February 3, 2022, as a representative of the District.

DISCUSSION:

Pursuant to Water Code Section 20200 et seq., and Government Code Sections 61047 and 53232.1(b), only representation of the District at certain public meetings, public events, and training programs qualifies for day of service. The Director Compensable Activities policy (P100-22-1) lists activities and events pre-approved by the Board as eligible for day of service compensation. When an activity or event is not on the pre-approved list, a Director may attend without compensation or may seek Board approval at a Board meeting held prior to the activity or event.

The activity or event described below is not on the pre-approved list, and thus, the Board must approve this event at this Board meeting in order for attendance by Vice President Rubio to be deemed eligible for compensation. In addition, the attending Director must submit a written report at the next Board meeting following the qualifying activity or event as required by Government Code Section 61047 and the policy. If a written report is not submitted or not timely submitted, the Director is no longer eligible for compensation for a day of service associated with the qualifying activity or event.

Assembly District 16 Assemblymember Bauer-Kahan has invited a number of special districts who are members of the California Special Districts Association to participate in a roundtable to discuss current special district priorities. Vice President Rubio and the General Manager will join several other special district representatives at a virtual roundtable meeting on February 3 with Assemblymember Bauer-Kahan. District 16 encompasses Lamorinda (Lafayette, Moraga, and Orinda) and the Tri-Valley region of the San Francisco Bay Area where DSRSD is located.

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 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 – Director Compensable Activities policy	



Policy

Policy No.: P100-22-1	Type of Policy: Board Business
Policy Title: Director Compensable Activities	
Policy Description: Director activities which are eligible for compensation for service	
Approval Date: 1/18/2022	Last Review Date: 2022
Approval Resolution No.: 2-22	Next Review Date: 2026
Rescinded Resolution No.: 36-19	Rescinded Resolution Date: 9/3/2019

The purpose of this policy of the Board of Directors of Dublin San Ramon Services District is to establish meetings, events, activities, and occasions that constitute the performance of official duties which qualify for compensation in accordance with Water Code Section 20200 et seq., Government Code Sections 61047 and 53232.1 (b), and to declare that each Director shall exhibit good judgment in the matter of compensation for service, and shall have proper regard for the propriety and economy of conducting District business.

1. Compensation

Directors may receive an amount of compensation not to exceed the amount approved by the Board, upon submittal of the District's monthly Director Timesheet. The amount of compensation shall be set in accordance with Water Code Section 20200 *et seq.*, as amended. Compensation shall be earned for each day's service rendered as a member of the Board, and cannot exceed a total of ten (10) days in any calendar month. By adoption of this policy, Director representation of the District at all events listed in Sections 2 and 3 of this policy shall be deemed pre-approved by the Board as eligible for compensation unless modified by Board resolution. Except for the Board and Committee meetings described in Section 2, in order to be eligible for compensation for a day of service, Directors must also deliver a written report, as detailed in Section 5, to the Board regarding their attendance at a qualifying activity or event at the next Board meeting following the qualifying activity or event. If the written report is not submitted at the next Board meeting following the qualifying activity or event, the Director is no longer eligible for and shall not be paid compensation for the day(s) of service associated with the qualifying activity or event in accordance with Government Code Section 61047(e)(2) through (e)(5). Compensation will be paid for only one day of service if a Director attends two or more meetings or activities on one day even if each of the meetings would otherwise be separately eligible for compensation. Travel days before or after the day or days of any activity eligible for compensation, shall not be eligible for separate compensation.

2. Services Eligible for Compensation Not Requiring a Written Report

Pursuant and subject to Water Code Section 20200 et seq. and Government Code Sections 61047(e) and 53232.1 (b), the following activities are eligible for compensation as a day of service:

Policy No.: P100-22-1	Policy Title: Director Compensable Activities
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- a. Attendance in a policy maker role at District meetings conducted in accordance with the Brown Act (Government Code Section 54950 *et seq.*), specifically limited to:
 - Board and Standing Committee Meetings, including Liaison Committee Meetings (Regular, Special, Adjourned, or Emergency) and Ad Hoc or Advisory Committees created by the Board
- b. Attendance in a policy maker role at meetings of a Joint Powers Authority (JPA) of which the District is a member and that have been conducted in accordance with the Brown Act, specifically limited to:
 - JPA Board and Standing Committee Meetings, including Liaison Committee Meetings (Regular, Special, Adjourned, or Emergency) and Ad Hoc or Advisory Committees created by the Board

JPAs include, but are not limited to, Livermore-Amador Valley Water Management Agency (LAVWMA), DSRSD-EBMUD Recycled Water Authority (DERWA), WateReuse Finance Authority, or California Sanitation Risk Management Authority (CSRMA).

- c. Attendance as the only Director at a Boardmember policy or activity briefing with the General Manager and/or other senior and key staff, held onsite at a District facility or via teleconference.

3. Services Eligible for Compensation Requiring a Written Report at the Next Board Meeting

- a. Attendance at professional, technical, and trade association meetings, conferences, activities, and organized educational activities, training sessions, facility tours, and events of or presented by, including but not limited to, the following entities:
 - Association of California Water Agencies (ACWA) including the annual Washington D.C. conference
 - American Water Works Association
 - California Association of Sanitation Agencies (CASA) including the annual Washington D.C. conference
 - California Sanitation Risk Management Authority (CSRMA)
 - California Special Districts Association (CSDA) and its affiliated local chapters
 - East Bay Leadership Council Water and Environment Task Force
 - Recycled Water and Resource Recovery Agencies and Organizations
 - Special Districts Learning Foundation (SDLF)
 - Wastewater and Water Agencies and Consortiums
 - Water Education Foundation (WEF)
 - WateReuse Association

Includes the board and/or committee meetings of these groups for which the Director is a member of the board and/or a committee.

Policy No.: P100-22-1**Policy Title:** Director Compensable Activities

- b. Ethics training pursuant to Government Code Section 53234 *et seq.* and sexual harassment prevention training pursuant to Government Code Section 53237 *et seq.* from an entity duly authorized to present such training (including in person and online) and to provide certificates of completion.
- c. As a principal speaker, panel member, or otherwise representing the District in an official capacity at a public event (i.e., an event to which the general public is invited) including but not limited to the following:
- Annual State of the City addresses by the mayors of Dublin, Livermore, Pleasanton, and San Ramon
 - Annual State of the District addresses (County Board of Supervisors, Congressional Representatives) by elected officials
 - Annual Tri-Valley Mayors' Summit
 - Ceremonial functions of DSRSD, the JPAs of which the District is a member, and other water/wastewater/recycled water/resource recovery agencies within Alameda and Contra Costa Counties, including groundbreakings, ribbon cuttings, dedications, and anniversary celebrations
 - DSRSD wastewater treatment facility neighborhood meetings (when the meetings are open to the public and held at the wastewater treatment plant)
- d. Representation of the District at a public meeting or public hearing of another public agency at which that agency has agenda'd business that involves the District, including but not limited to the following:
- Bay Area Air Quality Management District (BAAQMD)
 - Board of Supervisors of Alameda and Contra Costa Counties
 - City Council of Dublin, Pleasanton, Livermore, and San Ramon
 - Dublin and San Ramon Valley Unified School Districts
 - East Bay Dischargers Authority (EBDA)
 - East Bay Municipal Utility District (EBMUD)
 - Local Agency Formation Commission (LAFCO), unless the Director receives compensation from LAFCO for attendance as a LAFCO representative
 - State Water Resource Control Board (SWRCB)
 - Regional Water Quality Control Board (RWQCB)
 - Zone 7 Water Agency (Zone 7)
- e. Representation of the District at a meeting of a public benefit nonprofit corporation on whose board of which the District has membership, including but not limited to the following:
- DSRSD Financing Corporation

Policy No.: P100-22-1	Policy Title: Director Compensable Activities
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4. Board Pre-approval Required for Compensation

Any meeting, event, or other activity not identified in Sections 2 and 3 above are not pre-approved by the Board and, therefore, are not eligible for compensation, unless the Board, at a Board meeting held prior to the activity, specifically approves a Director’s attendance as a representative of the District. Written reports will be required for these activities, if approved for compensation.

- a. For clarity, the following public meetings and public events would be eligible for compensation but only if the Board, at a Board meeting held prior to the activity, specifically approves a Director’s attendance as a representative of the District:
 - DSRSD booths at fairs
 - Ceremonial functions of entities other than those pre-approved in section 3(c) above, including groundbreaking, ribbon cuttings, dedications, and anniversary celebrations
 - Monthly Chamber of Commerce lunch meetings
 - Community meetings hosted by local government agencies, including mayor briefings and director briefings
 - Community events such as City of Dublin St. Patrick’s Day events, including the Green and White Gala and St. Patrick’s Day parade
 - Service club meetings and events
 - Homeowners association and neighborhood group meetings
 - Meetings with legislators to discuss matters of concern to the District and which have been scheduled through District staff

- b. The following activities are deemed by the Board to be ineligible for compensation and therefore the Board cannot approve attendance as being eligible for compensation:
 - Attendance at meeting of a Standing, Liaison, Ad Hoc, or Advisory Committee of the Board on which the Director does not serve
 - DSRSD Citizens Water Academy
 - Internal DSRSD events, including Employee Recognition Events, groundbreaking, ribbon cuttings, dedications, and anniversary celebrations
 - Social gatherings such as retired Director dinners and pre-conference activities and non-partisan welcoming or retirement events for staff of local agencies and organizations
 - Meetings with legislators not scheduled through District staff
 - Any activity for which a Director receives compensation from another agency

5. Review and Approval

Principal responsibility for compliance with this policy rests with each Director. The General Manager, or designee, shall review Director’s timesheets and written reports to determine conformance with this policy prior to approving payment. If a Director disagrees with the determination, the Director submitting the timesheet shall make a request at a Board meeting, not later than 60 days after the day for which reimbursement is requested, to schedule an agenda item to review the determination at a future regular

Policy No.: P100-22-1

Policy Title: Director Compensable Activities

Board meeting. The submittal of a timesheet by a Director shall be deemed an acknowledgement by that Director that the timesheet, in the exercise of his or her judgment, complies with the terms of this policy, that any required approval of the Board was obtained at a Board meeting in advance of the activity or event, that any required written report has been submitted at the next Board meeting following the activity or event, and that the Director has considered any issues that the General Manager has identified. If the matter is referred to the Board of Directors, the Board shall approve the timesheet unless the Board believes it substantially deviates from this policy.

6. Contents of Written Reports

Written reports submitted for a qualifying event shall consist of one or more of the following materials:

- A handwritten or typewritten report of the Director’s activities
- Copies of notes taken by the Director
- Copies of agendas or programs
- Certificates the Director received
- Script or outline of remarks made if a Director was a speaker
- Other similar written materials

All such materials should give a member of the public a sense of the business purpose of the qualifying event as well as the Director’s role at, the qualifying event.

7. Administration

The General Manager shall administer this policy and shall institute appropriate accounting and control procedures to ensure the policy is being followed.

8. Previous Policies Superseded

This policy supersedes all previously adopted District policies related to Director compensation.



TITLE: Approve Resolution for Terms and Conditions, Salary, and Benefits of Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Managers and Rescind Resolution No. 59-21

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 and rescind Resolution No. 59-21.

DISCUSSION:

At the regularly scheduled meeting on December 7, 2021, the Board approved, by Resolution No. 59-21, the terms and conditions of employment, salary, and benefits for Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Managers, effective on December 13, 2021.

The terms and conditions of employment, salary, and benefits for the Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees (Exhibit A to the resolution) have been updated to include language to Section 2 regarding overtime eligibility for classifications designated as non-exempt under the Fair Labor Standards Act (FLSA), and to include the ability for employees in non-exempt classifications to accrue and bank up to 40 hours of compensatory time in lieu of paid overtime. The compensatory time provision to be added for non-exempt Unrepresented Employees is consistent with the overtime and compensatory time section in the approved memoranda of understanding for the Mid-Management Employees Bargaining Unit (MEBU) and International Federation of Professional and Technical Employees Local 21 (IFPTE Local 21) employees. There are no proposed changes to the terms and conditions of employment, salary, and benefits for the Unrepresented Senior Managers (Exhibit B to the resolution) approved by the Board on December 7, 2021, and effective December 13, 2021.

Upon approval by the Board, the added provision for Compensatory Time for non-exempt Unrepresented Employees will take effect on February 2, 2022. All other terms and conditions, salary, and benefits, remain in effect as of December 13, 2021.

Originating Department: Administrative Services	Contact: S. Koehler / 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)		

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 AND RESCIND RESOLUTION NO. 59-21

WHEREAS, by Exhibit "A" to Resolution No. 59-21, the Board of Directors approved the terms and conditions, salary, and benefits for Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees, effective December 13, 2021, at its regularly scheduled Board meeting on December 7, 2021; and

WHEREAS, by Exhibit "B" to Resolution No. 59-21, the Board of Directors approved the terms and conditions, salary, and benefits for Unrepresented Senior Managers, effective December 13, 2021, at its regularly scheduled Board meeting on December 7, 2021; and

WHEREAS, the terms and conditions, salary, and benefits for Unrepresented Manager, and Professional, Technical, Administrative and Confidential Employees have been amended to include overtime and compensatory time for classifications designated as non-exempt under the Fair Labor Standards Act; and

WHEREAS, there are no proposed changes to the terms and conditions, salary, and benefits for Unrepresented Senior Managers.

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 Resolution between the District and Unrepresented Manager, Professional, Technical, Administrative, and Confidential Employees for the period of February 2, 2022, through December 21, 2025, attached hereto as Exhibit "A" and incorporated by reference herein; and
2. Approve the Resolution between the 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; and
3. Resolution No. 59-21, attached hereto as Exhibit "C," is hereby rescinded.

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 1st day of February, 2022, 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**

Original Effective Date: December 13, 2021

Revised: February 2, 2022

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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	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

Salary and Benefits Resolution

For

Unrepresented Senior Management Employees

Effective Date: December 13, 2021

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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 MANGER 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. 59-21

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. 59-21

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:

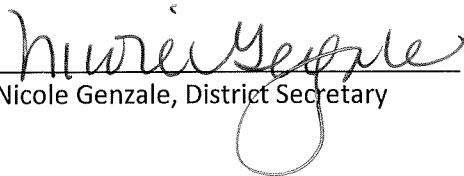
AYES: 5 – Directors Arun Goel, Georgean M. Vonheeder-Leopold, Ann Marie Johnson,
Marisol Rubio, Richard M. Halket

NOES: 0

ABSENT: 0



Richard M. Halket, President

ATTEST: 

Nicole Genzale, District Secretary



TITLE: Accept Donation of One Eagle Scout Project for the DSRSD Demonstration Garden

RECOMMENDATION:

Staff recommends the Board of Directors accept, by Motion, the donation of one (1) Eagle Scout project for the DSRSD Demonstration Garden.

DISCUSSION:

As part of the renovation of the District’s Demonstration Garden, several projects were identified which would enhance the garden and qualify as an Eagle Scout project. Volunteers from Boy Scout Troop #905 have designed, constructed, and installed the amenities as follows:

One Bench and Two Planter Boxes – Samarth Shastry

Troop #905 has leased the Utility Building behind the DSRSD District Office since 1992. The Troop has been participating in enhancements to the Demonstration Garden through ongoing community service projects and Eagle Scout projects. A picture of this project is attached.

Originating Department: Administrative Services	Contact: C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
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 – Picture of Donations for One Eagle Scout Project	
		64 of 77



One bench and two planter boxes by Samarth Shastry



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 January 18, 2022.

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, and community transmission of COVID-19 remains high within our service area largely due to the highly transmissible Omicron variant. 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)		66 of 77



TITLE: Approve Single Source Purchase Order with Jack Doheny Company for Specialty Closed-Caption Television (CCTV) Vehicle and Equipment, and Authorize the General Manager to Execute Purchase Order

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, a single source purchase from Jack Doheny Company for specialty Closed-Caption Television (CCTV) vehicle and equipment, and authorize the General Manager to execute a purchase order.

SUMMARY:

The fiscal year ending (FYE) 2022 budget includes capital outlay funding to purchase a fleet CCTV vehicle to replace the current CCTV vehicle which has reached the end of its useful life. Due to supply chain issues and heightened demand for vehicles, staff recommends the Board approve a single source purchase of a CCTV vehicle and equipment from Jack Doheny Company in the amount of \$377,724 using Local Wastewater Replacement funds.

DISCUSSION:

Currently, the District has only one CCTV vehicle in its inventory. The CCTV vehicle is used to conduct preventative maintenance on the District’s sanitary sewer pipelines and to respond to emergency sanitary sewer overflows. The existing vehicle has undergone several repairs and replacements and has subsequently reached the end of its useful life. For the past three years, staff have deferred the replacement of the District’s existing CCTV vehicle while the overall fiscal health of the Local Wastewater Replacement Fund improved. If the vehicle is not replaced in the existing fiscal year, staff anticipates that the vehicle may require increasingly costly repairs and could possibly fail entirely. Additionally, the CCTV equipment used to inspect the sanitary sewer pipelines is growing incompatible with existing technology and is becoming obsolete. For these reasons, staff believes it is necessary to replace the existing CCTV vehicle at the earliest opportunity. The current FYE 2022 budget includes the CCTV vehicle as an approved capital outlay item with a budget of \$500,000.

Prior to beginning the competitive bidding process, staff routinely requests vendors of specialty heavy-duty equipment to provide a demonstration in order to learn more about how the equipment will integrate into the District’s existing practices, needs, and technology. CCTV equipment vendors frequently purchase vehicles in advance to build the vehicle with the CCTV equipment for such demonstrations. Then, the vendor sells the vehicle and equipment as a single CCTV vehicle. Following a demonstration, staff will either engage in a full proposal process with qualified vendors or pursue a single source purchase. A single source situation exists if there are multiple vendors who can supply the equipment, but there is a compelling justification to use one specific vendor.

In anticipation of supply chain issues caused indirectly by the COVID-19 pandemic, staff began the preliminary stages of purchasing multiple budgeted vehicles, including the CCTV vehicle, earlier than normal. Two vendors responded to the request for demonstration. Of the two vendors, Jack Doheny Company was the preferred vendor due to a more competitive price and more compatible CCTV technology. Additionally, Jack Doheny Company purchased a vehicle that can support CCTV functions prior to the suspension of production, and therefore is one of the few vendors with the required vehicle in inventory.

While conducting a Request for Proposal (RFP) process for a budgeted purchase of a similar model vehicle, staff received confirmation from multiple dealerships that all fleet ordering for models that can support CCTV functions has been suspended indefinitely by the manufacturer. This has led to an extremely low supply of such vehicles available for

Originating Department: Operations	Contact: J. Carson	Legal Review: Not Required
Financial Review: No	Cost and Funding Source: \$377,724 from Local Wastewater Replacement (Fund 210)	
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 – Jack Doheny Company Quote	

purchase and a very competitive demand for the few vehicles currently available. Therefore, staff explored foregoing a competitive bidding process and pursuing a single source purchase of the CCTV vehicle with Jack Doheny Company.

For a short time only, Jack Doheny Company has indicated it will reserve and sell the CCTV vehicle in stock, including equipment, to the District. The time constraints prevent staff from pursuing the vehicle through a competitive bidding process with the other known vendor which has indicated that it no longer has a vehicle available for purchase. If staff is unable to purchase the vehicle in question, then it is unlikely that a similar vehicle will become available until the manufacturer resumes production at an unknown future date.

Staff considered alternative options to purchasing a CCTV vehicle, such as contracting the necessary services, however, demand is high for the few CCTV contractors that use technology compatible with DSRSD's software. As a result, contract services are cost prohibitive and difficult to schedule without significant delay, particularly considering the District's reliance upon the fleet CCTV vehicle for emergency purposes.

Fully equipped, the CCTV vehicle is anticipated to cost \$377,724, including tax, delivery, and initial training, which is under the budgeted amount of \$500,000. There are sufficient funds in the Local Wastewater Replacement Fund to allow this purchase to proceed.

As set forth in District Code Section 7.40.070, Board approval is required for items above the \$175,000 threshold. A \$377,724 purchase order is anticipated in FYE 2022 for this vendor. The vehicle is anticipated to be delivered to the District by the end of June 2022.

Staff anticipates that supply chain issues will continue for the foreseeable future and fleet vehicles will continue to age and require replacement. As a result, future opportunities for single source purchases may be recommended to the Board until such time as the supply chain issues are resolved. However, staff will continue to engage in the full proposal process where inventory allows.



Date: 1/26/2022
Branch: 1700

Truck Mounted Camera System



Dublin San Ramon Services District
7035 Commerce Cr.
Pleasanton, CA 94588-8008
925/570-8803

Proposal ID: 17094

DOHENYCOMPANY.COM

We are pleased to provide you with a proposal for the following IBAK equipment:

Standard Cameras:

ORION 3 Zoom HD/SD Adaptive

Adapter - 8HD-10HD (req. to connect Orion 3 to CB3.S HD CC 2.1-5-1)

Camera Head Accessories:

Pressure Test Set

T66 Tractor and Accessories:

Treaded Wheel set for 5" pipe for T66/6" for PANORAMO 150 (Hard)

Treaded Wheel set for 6" pipe for T66/8" for PANORAMO 150 (Hard)

Tungsten Carbide Wheels for T66 in 4" and up

Tungsten Carbide Wheels for T66/PANO 150 in 6" and up

T76 Tractor and Accessories:

Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)

T76/86/PANO 2 Treaded Wheelset for 8" and up (Hard)

T76/86/PANO 2 Treaded Wheelset for 12" and up on T76 (Hard)

Tungsten Carbide Wheels for T76/86/PANO 2 in 8" and up

Vehicle Mounted Control Units:

BS 7 - Vehicle Mounted Control EDI for ALL SYSTEMS

Reels:

KW505 FO2 4K (PANORAMO 4K capable) Synchronized Power Cable Reel

Camera Cable:

FOX2 FO4 HD 4K Dual Fiber Camera Cable Type 00/20 - 1640 feet

Reel Accessories:

KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope

Cable Cleaning Brush for KW 305/310/505

HD Systems:

ORPHEUS HD Pan & Tilt with Zoom with Transmitter

(Pan&Tilt, Zoom Camera of 6" pipelines; full HD 1920x1080 Resolution, HD-SDI Standard (patent pending);

120x Zoom (10x Optical, 12x Digital); Pan-able zoom optics; High-power LED lighting with gap lighting;

Intelligent Auto-Focus; Innovative HUD display; Includes installed 33hz transmitter)

T66.1 HD Camera Tractor - requires one of the camera connections

Camera Connection TYPE 2.1 HD for T66HD (Orpheus HD to T66)

Camera Connection Type 2-8 HD for SD Camera and Orion (SD or HD Modes)

T76 HD Camera Tractor

(HD Version required for HD System operatino; Mainline tractor for use in pipelines 5" and up; Zero turn radius, full steering with ATC (Automatic Tilt Compensation); Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets; T76 can be used as the chassis for the LISY 3.2 HD Extension; Requires an HD Camera Base module for normal mainline operations; Add the Remote Elevator (904116031) to help in larger pipelines)

T76/86 3.2 S HD Camera Base Module (T76 with Orpheus HD)

(Required for operation of T76/86 HD as mainline tractor; Includes 33kHz and 512Hz transmitters for location)

T76/86 Camera Elevator

(Raises the camera to allow centering in pipeline; Lifts camera above water line in pipes with flow)

Computer Systems:

19" Industrial PANORAMO PC Package

Audio/Video Capture Encoder/Decoder with Enclosure

Accessories:

Top Manhole Roller

3" Tiger Tail

Vivax-Metrotech VLOC3 Locator

Vivax Carry Bag

18' of Fiberglass Poles, Mounting Bracket, and Ibak Adapter

Rapid View Chassis:

Ford F-550 Chassis Cab, Gas , 205" WB, 6-Speed Automatic w/ SelectShift Transmission, 4x2 DRW, Telescoping Mirrors, AM/FM Radio, Power Locks, Remote Keyless Entry, Air Conditioning

Rapid View Build Out Options:

16' Inspection Box and Conversion for GAS Chassis

Includes installation of box on approved chassis. Dual swing open rear doors. Side entry door. Rear backup camera. Commercial Genset (GAS). Walk-thru design with partition wall and door. Tinted glass viewing window in bulkhead wall. 12v LED lighting. Aluminum plank flooring for easy cleaning and improved grip when wet. Roof Air. Exterior shore power package with extension cord. Auxiliary battery and charging system. FRONT OFFICE: Carpeted walls in Studio. Laminated base cabinetry. Laminate countertops in studio. Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. Bench seat over generator. Mounted high-quality monitor in office. WORKSPACE: Heavy-duty, 5 drawer toolbox. High-quality monitor in workspace for monitoring camera operation. 14 Gallon pressurized wash down system. Butcher block workbench. Laminate cabinets. Aluminum storage shelves. Overhead laminate cabinets with easy-open hardware.

SAFETY: Directional arrow board at rear. Strobe light mounted on front roof. LED side markers on Box.

Premium Safety Light Package UPGRADE

KW Reel Cabinet with 2 sliding aluminum drawers

Powered Rear Canopy - Push button

17" 4:3 Monitor - Metal Case/Glass Front - HDMI, DP, DVI, CVBS, SVideo, VGA

18"x18"x60" Underbody Toolboxes (high box only)

Sale Price: \$ 342,605.97
Pleasanton, CA Sales Tax - 10.25%: \$ 35,117.11
Total with Sales Tax: \$ 377,723.08

** Sale Price includes Transport & Two (2) Days of Rapidview Training **

Thank you for your consideration of this proposal.

Sincerely yours,

Stephanie Prescott

Stephanie Prescott
Regional Sales Representative
760/644-5147
StephaniePrescott@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Terms/Conditions:

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

SALE OF NEW EQUIPMENT TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doherty Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



777 Doheny Drive
Northville, MI 48167

t 248-349-0904
p 248-349-2774

TITLE INFORMATION FORM

Must be typed. Please ensure accurate information provided with submission of this document. Any re-issuance of title resulting from inaccurate data may be subject to a \$250.00 processing fee.

Title Assigned to:

*(In MI, OH & IN: Must be
Physical Address)*

*(Name and information for
purchaser of the unit)*

Name

Address

Contact

Phone #

Email Address

County: _____

Fed ID# _____

Title Mailed to:

(Must be Physical Address)

*(Company or business that will
be registering the unit)*

Name

Address

Contact

Phone #

Email Address

Lienholder:

*(If no lienholder exists,
'Not Applicable' must be
notated in Name field)*

Name

Address

Contact

Phone #

Email Address

Customer Signature:



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, to be reflected in an upcoming program/project management agreement between the three participating 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)	76 of 77	

From: [REDACTED]
To: [Board Mailbox](#)
Subject: Drought.
Date: Friday, January 14, 2022 1:15:44 PM

[EXTERNAL – check for red flags]

Board members again I call on each of to put a stop to adding more homes to an already shrinking water supply.

Look at this in a different way. During the 2008 recession, corporations and many employers had to cut jobs to keep from going bankrupt. They did not add more jobs like you are doing with homes during this so called drought.

So the question that many are going to ask you is this, are we truly in a drought or is this all about you charging us more dollars?

Please pull the requests from Dublin City Council members and city staff back and tell the developers no more homes till we are out of this drought.

Thanks

Mike Grant
Guns Unlimited Firearms Training

“Amateurs practice until they get right; Professionals train until they can’t do it wrong.