

#### **AGENDA**

**NOTICE OF REGULAR MEETING** 

TIME: 6 p.m. DATE: Tuesday, August 6, 2024

**PLACE:** Regular Meeting Place

7051 Dublin Boulevard, Dublin, CA

www.dsrsd.com

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. <u>CALL TO ORDER</u>
- 2. PLEDGE TO THE FLAG
- 3. ROLL CALL
- 4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
  - 4.A. <u>New Employee Introductions</u>
- 5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)

At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speaker cards are available from the District Secretary and should be completed and returned to the District Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern. Written comments received by 3 p.m. on the day of the meeting will be provided to the Board.

- 6. <u>AGENDA MANAGEMENT</u> (CONSIDER ORDER OF ITEMS)
- 7. <u>CONSENT CALENDAR</u>

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 July 16 **Recommended Action:** Approve by Motion
- 7.B. Accept Regular and Recurring Reports: Treasurer's Report, Outstanding Receivables Report, and Employee Reimbursements Greater than \$100

  Recommended Action: Accept by Motion

7.C. Authorize Amendment to Temporary Employment Services Agreement with Barrett Business Services, Inc.

**Recommended Action:** Authorize by Motion

7.D. Approve New Job Classification and Salary Range for Finance Director

Recommended Action: Approve by Resolution

7.E. Approve Resolution for Terms and Conditions, Salary, and Benefits for Unrepresented Management, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Management Employees and Resolution No. 62-22

**Recommended Action:** Approve by Resolution

- 7.F. 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. 14-24

  Recommended Action: Adopt by Resolution
- 7.G. Approve Health Insurance Maximum Contribution for Calendar Year 2025 for Stationary Engineers, Local 39; International Federation of Professional and Technical Employees, Local 21; Mid-Management Employees' Bargaining Unit; Unrepresented Employees; and General Manager Recommended Action: Approve by Resolution

#### 8. BOARD BUSINESS

8.A. Approve Health Insurance Maximum Contribution for Calendar Year 2025 for Board of Directors **Recommended Action:** Approve by Resolution

#### 9. <u>REPORTS</u>

#### 9.A. <u>Boardmember Items</u>

- 9.A.1. Joint Powers Authority and Committee Reports
- 9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors
- 9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

#### 9.B. Staff Reports

#### 10. <u>CLOSED SESSION</u>

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

Agency Negotiator: Jan Lee, General Manager
Employee Organization: Unrepresented Senior Managers

Additional Attendees: Douglas E. Coty, General Counsel

Samantha Koehler, Human Resources & Risk Manager

#### 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.

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

#### **Tuesday, July 16, 2024**

#### 1. CALL TO ORDER

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

#### 2. PLEDGE TO THE FLAG

#### 3. ROLL CALL

<u>Boardmembers present at start of meeting</u>: President Ann Marie Johnson, Director Richard M. Halket, Director Dinesh Govindarao, and Director Georgean M. Vonheeder-Leopold.

Vice President Goel was absent.

<u>District staff present</u>: Jan Lee, General Manager/Treasurer; Steve Delight, Engineering Services Director/District Engineer; Dan Gill, Operations Director; Michelle Gallardo, Special Assistant to the General Manager/Interim Administrative Services Director; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

#### 4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

#### 4.A. New Employee Introductions

Ryan Yamamoto, Assistant Engineer Sonya Spala, Associate Engineer Daniel Monroy, Maintenance Worker I Tyrell Fountaine, Maintenance Worker I

- 5. <u>PUBLIC COMMENT</u> (MEETING OPEN TO THE PUBLIC) 6:05 p.m. No public comment was received.
- AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) No changes were made.

#### 7. <u>CONSENT CALENDAR</u>

Director Vonheeder-Leopold MOVED for approval of the items on the Consent Calendar. Director Govindarao SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Goel).

- 7.A. Approve Regular Meeting Minutes of June 18, 2024 Approved
- 7.B. Approve Amendment to the Capital Improvement Program (CIP) Ten-Year Plan and Two-Year Budget for Fiscal Years 2024 and 2025 to Advance the Wastewater Treatment and Biosolids Facilities Master Plan Update (CIP 25-P001, Formerly CIP T20-14) to Fiscal Year 2025 and Increase Fund Limits Approved Resolution No. 22-24

Director Govindarao inquired about the project's small budget adjustment for the Regional Wastewater Replacement (Fund 310). Staff explained it reflects the project's

budget allocated to Fund 310. Staff confirmed that the project and CIP Ten-Year Plan budgets would not increase as a result of the project's advancement.

- 7.C. Adopt New Capital Assets Policy Approved Resolution No. 23-24
- 7.D. Adopt Revised Budget Accountability Policy and <u>Rescind Resolution No. 15-23</u> Approved <u>Resolution No. 24-24</u>

#### 8. BOARD BUSINESS

8.A. Adopt Revised Rate Policies and Guidelines Policy and Rescind Resolution 35-16

Senior Management Analyst Corinne Ferreyra reviewed the item for the Board and provided a brief presentation (handed out to the Board and posted to the website as supplemental materials) highlighting the eight proposed policy components.

Director Govindarao inquired as to how many customers currently participate in the District's Low Income Assistance program (component #7). Staff reported they will follow up with the Board to provide that information.

Director Vonheeder-Leopold MOVED to adopt <u>Resolution No. 25-24</u>, Revising the Rate Policies and Guidelines Policy and Rescinding Resolution No. 35-16. Director Govindarao SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Goel).

8.B. Approve Mid-Cycle Operating Budget Adjustments for Fiscal Years Ending 2024 and 2025

Interim Administrative Services Director Gallardo introduced Interim Financial Services Manager Michael Yee who reviewed the item for the Board.

The Board and staff discussed the net adjustments made to the Regional Wastewater Operations and the Administrative Cost Center (Funds 300 and 900) for fiscal year ending 2024. Staff explained the adjustments include a residual equity transfer (shown in Exhibit A, pg. 2) to reflect Unfunded Accrued Liability (UAL) expenses in fiscal years ending 2022 and 2023 that should have been allocated out from Fund 900 to the District's three business enterprises in prior years.

Director Govindarao MOVED to adopt <u>Resolution No. 26-24</u>, Approving Mid-Cycle Operating Budget Adjustments for Fiscal Years Ending 2024 and 2025. Director Halket SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Goel).

#### REPORTS

- 9.A. Boardmember Items
  - 9.A.1. Joint Powers Authority and Committee Reports
    DERWA Special Board Meeting of July 1, 2024

President Johnson invited comments on recent JPA activities. Director Vonheeder-Leopold reported that the DERWA Board authorized its Interim Authority Manager to enter into contractual discussions with the Board's selected candidate for filling the regular Authority Manager position.

9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors

Director Vonheeder-Leopold submitted a written report to Executive Services Supervisor/District Secretary Genzale. She reported that she attended the virtual California Association of Sanitation Agencies (CASA) Board of Directors meeting on June 26. She summarized the activities and discussions at the meeting.

Director Halket submitted a written report to Executive Services Supervisor/
District Secretary Genzale. He reported that he attended the joint Alameda
County Special Districts Association/Contra Costa Special Districts Association
chapter meeting and Patterson Pass Water Treatment Plant tour hosted by Zone
7 Water Agency (Zone 7) in Livermore on July 8. He summarized the activities
and discussions at the meeting. He also stated how impressive the Water
Treatment Plant facility is and conveyed his appreciation to Zone 7 for its
investment in the community.

9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

Director Govindarao requested an item be scheduled for an upcoming meeting regarding the consideration of term limits for Boardmembers.

#### 9.B. Staff Reports

General Manager Lee reported on the following:

- The State of Contra Costa County Address will be held on July 18 in San Ramon.
- The Annual CASA Conference will be held July 31—August 2 in Monterey.

#### 10. CLOSED SESSION

At 6:28 p.m. the Board went into Closed Session.

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

#### 11. REPORT FROM CLOSED SESSION

At 7:09 p.m. the Board came out of Closed Session. President Johnson announced that there was no reportable action.

#### 12. <u>ADJOURNMENT</u>

President Johnson adjourned the meeting at 7:09 p.m.

Submitted by,

Nicole Genzale, CMC Executive Services Supervisor/District Secretary



#### **STAFF REPORT**

Meeting Date: August 6, 2024

<u>TITLE</u>: Accept Regular and Recurring Reports: Treasurer's Report, Outstanding Receivables Report, and Employee Reimbursements Greater than \$100

#### **RECOMMENDATION:**

Staff recommends the Board of Directors accept, by Motion, the regular and recurring reports: Treasurer's Report, Outstanding Receivables Report, and Employee Reimbursements Greater than \$100.

#### **DISCUSSION:**

To maximize openness and transparency and to allow the Board to be informed about key aspects of District business, the Board directed that various regular and recurring reports be presented for Board acceptance at regular intervals (see Attachment 1).

The following reports are presented this month for acceptance:

#### Ref Item B: Treasurer's Report

The Treasurer's Report as of June 30, 2024, is attached as required under Government Code §53646. The District portfolio has a fair value of \$242,892,626, is in conformity with the District's Investment policy and provides sufficient cash flow liquidity to meet the next six months' expenses.

#### Ref Item D: Outstanding Receivables Report

The receivable aging report denotes monies due to the District, exclusive of our Utility Billing process. The Regional Wastewater Connection Fee Program balance of \$4,799.17 represents installment loans to businesses for the payment of Regional connection fees. In addition, the Outstanding Receivables Report represents all other monies due including LAVWMA (Livermore-Amador Valley Water Management Agency), DERWA (DSRSD-East Bay Municipal Utility District Recycled Water Authority), and miscellaneous receivables. \$129,658 of the \$2,000,006 receivable balance is over 30 days in arrears as of 6/30/24.

#### Ref Item E: Employee and Director Reimbursements Greater than \$100

Per Government Code §53065.5, special districts shall, at least annually, disclose any reimbursement paid by the District within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. For fiscal year ending 2024, reimbursements over \$100 totaled \$47,800 for 69 District employees.

Originating Department: Administrative Services			Contact: C. Chen/K. Spray	Legal Review: Not Required		
Financial Review: Yes			Cost and Funding Source: N/A			
Attachments:			Attachment 1 – Summary of Regular and Ref B – Treasurer's Report	Recurring Reports with:		
☑ Other (see list on right)			Ref D – Outstanding Receivables Repor Ref E – Employee and Director Reimbu		7 of 95	

#### **SUMMARY OF REGULAR AND RECURRING REPORTS**

Ref	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance
А	Warrant List	Monthly	Board Direction	N/A	N/A – Posted monthly on website	N/A
В	Treasurer's Report <sup>1</sup>	Quarterly	CA Government Code 53646	5/6/2024	Yes	November 2024
С	Quarterly Financial Report	Quarterly	Budget Accountability Policy	6/18/2024		September 2024
D	Outstanding Receivables Report	Annually – Fiscal Year	District Code 1.50.050	8/15/2023	Yes	August 2025
Е	Employee and Director Reimbursements greater than \$100 <sup>2</sup>	Annually – Fiscal Year	CA Government Code 53065.5	8/15/2023	Yes	August 2025
F	Utility Billing Leak Adjustments <sup>3</sup>	Annually – Fiscal Year	Utility Billing Leak Adjustments Policy	Total FYE 2023 credits below \$25,000	Total FYE 2024 credits below \$25,000	August 2025
G	Annual Rate Stabilization Fund Transfer Calculation	Annually – After Audit	Financial Reserves Policy	5/6/2024		March 2025
Н	Capital Projects created from Programs		Budget	N/A <sup>4</sup>		Santambar
I	Capital Budget Adjustments approved by the General Manager	Quarterly	Accountability Policy	N/A <sup>4</sup>		September 2024

<sup>&</sup>lt;sup>1</sup> To meet the 45-day reporting requirement, the Quarterly Treasurer's Report (Ref B) will be included in (1) the General Manager Report to Board and the next Board meeting agenda packet, or (2) the next Board meeting agenda packet only.

<sup>&</sup>lt;sup>2</sup> Reimbursements also reported monthly in the Warrant List (Ref A).

<sup>&</sup>lt;sup>3</sup> Per Utility Billing Leak Adjustments policy, a report will be presented to the Board if total credits in any fiscal year exceed \$25,000.

<sup>&</sup>lt;sup>4</sup> Capital reporting will be consistent with the Budget Accountability Policy adopted by the Board on May 16, 2023.

# Dublin San Ramon Services District Treasurer's Report - Portfolio Management Summary As of: June 30, 2024

				% of	Permitted by	In	YTM @
Description	Par Value	Fair Value	Book Value	Portfolio	Policy	Compliance	Cost
CAMP	\$59,160,626	\$59,160,626	\$59,160,626	25.22%	100%	Yes	5.43%
Certificate of Deposit	3,250,000	3,151,227	3,250,000	1.39%	30%	Yes	2.89%
Corporate Bonds	25,000,000	23,353,801	25,000,000	10.66%	30%	Yes	1.13%
Federal Agency	65,666,667	62,402,991	65,353,572	27.86%	100%	Yes	2.00%
LAIF - Operating	20,222,846	20,148,345	20,222,846	8.62%	100%	Yes	4.48%
Municipals	30,525,000	28,406,959	30,235,462	12.89%	100%	Yes	2.23%
US Treasury	31,550,000	31,141,503	31,320,179	13.35%	100%	Yes	4.39%
Total / Average	\$235,375,138	\$227,765,453	\$234,542,684	100.00%			3.15%
Bank of America - Concentra	15,127,173	15,127,173	15,127,173				
Total Cash & Investments	\$250,502,311	\$242,892,626	\$249,669,857				3.15%

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy The investment program herein shown provides sufficient cash flow liquidity to meet the next six month's expenses.

Market values for investments other than CAMP and LAIF were provided by Wells Fargo Securities, LLC.

Jan Lee, Treasurer

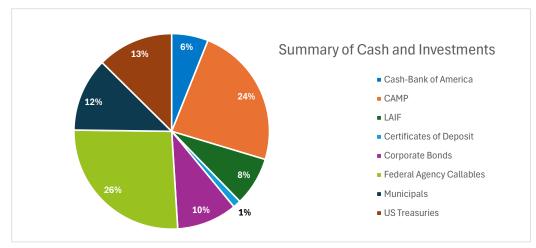
## Dublin San Ramon Services District Treasurer's Report - Portfolio Management Summary As of: March 31, 2024

				% of	Permitted by	In	YTM
Description	Par Value	Fair Value	Book Value	Portfolio	Policy	Compliance	@ Cost
CAMP	\$38,446,016	\$38,446,016	\$38,446,016	18.61%	100%	Yes	5.48%
Certificate of Deposit	3,500,000	3,384,434	3,500,000	1.69%	30%	Yes	2.31%
Corporate Bonds	28,500,000	26,722,625	28,500,000	13.80%	30%	Yes	1.30%
Federal Agency Callables	57,666,667	54,331,067	57,666,667	27.92%	100%	Yes	1.55%
LAIF - Operating	20,009,054	19,892,821	20,009,054	9.69%	100%	Yes	4.23%
Municipals	25,895,000	24,074,087	25,895,000	12.54%	100%	Yes	1.82%
US Treasuries	32,550,000	32,067,567	32,541,030	15.75%	100%	Yes	4.13%
Total Investments	\$206,566,736	\$198,918,616	\$206,557,766	100.00%			2.97%
Bank of America	35,933,873	35,933,873	35,933,873				
Total Cash & Investments	\$242,500,610	\$234,852,489	\$242,491,639				2.97%

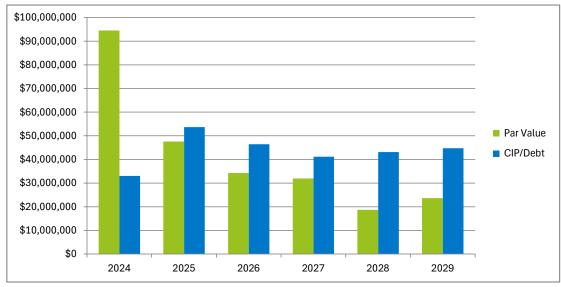
#### Investment Review for : June 30, 2024

**Summary of Current Cash & Investments** 

		% of Cash &	Avg Maturity	
	Par Value	Investments	(in Years)	Avg Yield
Cash-Bank of America	\$15,127,173	6.04%		
CAMP	59,160,626	23.62%		5.43%
LAIF	20,222,846	8.07%		4.48%
Certificates of Deposit	3,250,000	1.30%	1.4	2.89%
Corporate Bonds	25,000,000	9.98%	2.0	1.13%
Federal Agency Callables	65,666,667	26.21%	2.2	2.00%
Municipals	30,525,000	12.19%	2.7	2.23%
US Treasuries	31,550,000	12.59%	1.5	4.39%
Total / Average	\$250,502,311	100.00%	2.0	3.15%



#### Investment / Cash needs next 5 years



FYE	Par Value	CIP/Debt
2024	\$94,510,644	\$33,020,547
2025	47,550,000	53,691,599
2026	34,250,000	46,376,434
2027	31,895,000	41,115,199
2028	18,666,667	43,109,715
2029	23,630,000	44,761,271
	\$250,502,311	\$262,074,765

Description	CUSIP/Ticker	Credit Rating (1)	Settlement Date	Par Value	Fair Value	Book Value	Coupon Rate Y	/TM @ Cost   [	Days To Maturity	Maturity Date	Accrued Interest
Bank of America - Concentration	0007110	Orealt realing	Cottonion Date	r di Valuo	Tun Vuido	Book value	Coupon nato i	@ 0001 2	sayo ro matanty	matarity Date	71001404 111101001
Bank of America MM	MM0000	NA	4/30/2017	\$15,127,173	\$15,127,173	\$15,127,173		0.000	1		
Sub Total / Average Bank of America - Concentration	1111110000	10.	1/00/2011	15,127,173	15,127,173	15,127,173		0.000	1		-
CAMP		1		,,	,,	,,					
CAMP LGIP	LGIP6300	NA	6/30/2011	59,160,626	59,160,626	59,160,626	5.430	5.430	1		
Sub Total / Average CAMP	2011 0000		0/00/2011	59,160,626	59.160.626	59,160,626	5.430	5.430	1		_
Certificate of Deposit				00,100,020	00,100,020	00,100,020	0.400	0.400			
BANK HAPOALIM 0.5 12/15/2025	06251A2Q2		12/14/2020	250,000	234,058	250,000	0.500	0.500	533	12/15/2025	\$55
BANK OF AMERICA NA 5.05 6/8/2026	06051XEG3		6/6/2024	250,000	250,675	250,000	5.050	5.050	708	6/8/2026	830
BMW BANK OF NO AMERICA 0.5 11/20/2025	05580AXU3		11/20/2020	250,000	234,698	250,000	0.500	0.500	508	11/20/2025	140
BRIDGEWATER BANCSHARES0.45 11/28/2025	108622LL3		11/30/2020	250,000	234,262	250,000	0.450	0.450	516	11/28/2025	-
CENTRAL BANK CD 0.45 1/27/2026	15258RAV9		1/27/2021	250,000	232,710	250,000	0.450	0.450	576	1/27/2026	9
DISCOVER BANK 3.1 5/27/2025	254673E69		5/24/2022	250,000	245,224	250,000	3.100	3.100	331	5/27/2025	786
FLAGSTAR BANK NA 5 6/12/2026	33847GJA1		6/13/2024	250,000	250,467	250,000	5.000	5.000	712	6/12/2026	582
MEDALLION BANK CD 0.45 1/29/2026	58404DJN2		1/29/2021	250,000	232,662	250,000	0.450	0.450	578	1/29/2026	6
MERRICK BANK 5.4 4/4/2025	59013KXG6		10/4/2023	250,000	250,291	250,000	5.400	5.400	278	4/4/2025	962
MORGAN STANLEY BANK NA 5.515 4/11/2025	61690DFE3		10/11/2023	250,000	250,360	250,000	5.515	5.515	285	4/11/2025	3,022
MORGAN STANLET BANK NA 5.515 4/11/2025	61768EZS5		10/4/2023	250,000	250,340	250,000	5.515	5.515	278	4/4/2025	3,286
STATE BANK OF INDIA 0.55 11/24/2025	856283R57		11/23/2020	250,000	234,774	250,000	0.550	0.550	512	11/24/2025	143
WELLS FARGO BANK NA 5.05 6/4/2026	949764PG3		6/4/2024	250,000	250,707	250,000	5.050	5.050	704	6/4/2026	899
Sub Total / Average Certificate of Deposit	949104FG3		0/4/2024	3,250,000	3,151,227	3,250,000	2.887	2.887	501	0/4/2020	10,721
Corporate Bonds				3,200,000	3,131,221	3,230,000	2.001	2.001	501		10,721
ALPHABET INC 0.45 8/15/2025-25	02079KAH0	S&P-AA+	9/16/2021	3,000,000	2,856,210	3,000,000	0.450	0.600	411	8/15/2025	5,063
BANK OF NY MELLON 1.6 4/24/2025-25	06406RAN7	S&P-A	10/5/2020	5,000,000	4,846,640	5,000,000	1.600	0.618	298	4/24/2025	14,667
PROCTER & GAMBLE 1.9 2/1/2027	742718FV6	S&P-AA-	2/10/2022	5,000,000	4,655,620	5,000,000	1.900	1.910	946	2/1/2027	39,319
STANFORD UNIVERSITY 1.289 6/1/2027	85440KAC8	S&P-AAA	12/10/2021	5,000,000	4,511,800	5,000,000	1.289	1.475	1,066	6/1/2027	5,192
TOYOTA MOTOR CREDIT CORP 0.8 1/9/2026-21	89236THW8	S&P-A+	3/4/2021	2,000,000	1,874,376	2,000,000	0.800	0.902	558	1/9/2026	7,600
WALMART INC 1.05 9/17/2026-26	931142ER0	S&P-AA	9/17/2021	5,000,000	4,609,155	5,000,000	1.050	0.942	809	9/17/2026	15,021
Sub Total / Average Corporate Bonds	931142LINU	JAF-AA	9/11/2021	25,000,000	23,353,801	25,000,000	1.286	1.133	718	9/11/2020	86,861
Federal Agency				23,000,000	23,333,001	23,000,000	1.200	1.133	7 10		00,001
FFCB 0.8 3/9/2026-23	3133EMSU7	S&P-AA+	3/9/2021	5,000,000	4,675,895	5,000,000	0.800	0.800	617	3/9/2026	12,333
FFCB 0.9 8/19/2027-21	3133EL4D3	S&P-AA+	8/19/2020	4,500,000	4,004,721	4,500,000	0.900	0.900	1,145	8/19/2027	14,738
FFCB 1.5 12/14/2026-22	3133ENHA1	S&P-AA+	12/14/2021	5,000,000	4,616,920	5,000,000	1.500	1.500	897	12/14/2026	3,333
FFCB 2.69 4/4/2028	3133ENTL4	S&P-AA+	5/14/2024	3,000,000	2,817,381	2,804,662	2.690	4.600	1,374	4/4/2028	19,278
FFCB 3.03 3/20/2029	3133EEUH1	S&P-AA+	5/14/2024	2,000,000	1,886,404	1,874,832	3.030	4.520	1,724	3/20/2029	16,833
FFCB 4.75 4/30/2029	3133ERDH1	S&P-AA+	5/8/2024	4,000,000	4,060,560	4,042,795	4.750	4.500	1,765	4/30/2029	31,667
FHLB 0.5 1/28/2026-22	3130AKN69	S&P-AA+	1/28/2021	5,000,000	4,658,630	5,000,000	0.500	0.500	577	1/28/2026	10,556
FHLB 1.25 11/10/2026-22	3130ARN09	S&P-AA+	11/10/2021	5,000,000	4,603,990	5,000,000	1.250	1.250	863	11/10/2026	8,681
FHLB 1.5 3/30/2028-21	3130ALNS9	S&P-AA+	3/30/2021	4,166,667	3,713,812	4,166,667	1.500	1.500	1,369	3/30/2028	15,625
FHLB 1.55 8/28/2024-23	3130AQX32	S&P-AA+	2/28/2022	5,000,000	4,966,990	5,000,000	1.550	1.550	59	8/28/2024	26,264
FHLB 3.05 4/28/2025-23	3130AQX32	S&P-AA+	4/29/2022	4,000,000	3,927,728	4,000,000	3.050	3.050	302	4/28/2025	21,011
FHLMC 0.5 9/30/2025-22	3134GWUE4	Moodys'-Aaa	10/2/2020	2,000,000	1,891,150	2,000,000	0.500	0.510	457	9/30/2025	2,500
FHLMC 0.55 9/30/2025-22	3134GWWT9	Moodys'-Aaa	10/2/2020	3,000,000	2,838,531	3,000,000	0.550	0.558	457	9/30/2025	4,125
FHLMC 3.15 3/27/2025-22	3134GXVP6	S&P-AA+	6/27/2022	5,000,000	4,925,475	5,000,000	3.150	3.150	270	3/27/2025	40,688
FNMA 0.5 2/18/2025-22	3135GA4W8	S&P-AA+	11/18/2020	5,000,000	4,846,760	5,000,000	0.500	0.500	233	2/18/2025	9,167
FNMA 4.625 5/16/2029-25	3135GASQ5	S&P-AA+	5/30/2024	4,000,000	3,968,044	3,964,616	4.625	4.830	1,781	5/16/2029	22,611
Sub Total / Average Federal Agency	3133GA3Q3	JQF-AA+	3/30/2024	65,666,667	62,402,991	65,353,572	1.874	2.004	818	3/10/2029	259,409
LAIF - Operating		1		55,000,007	02,702,001	00,000,012	1.074	2.004	010		200,409
LAIF LGIP	LGIP1001	NA	6/30/2011	20,222,846	20,148,345	20,222,846	4.480	4.480	11		
Sub Total / Average LAIF - Operating	2011 1001	197	0/30/2011	20,222,846	20,148,345	20,222,846	4.480	4.480	1		-
Municipals  Municipals		1		20,222,040	20,140,343	20,222,040	4.400	7.400	'		
CA DWR CENTRAL VLY PROJ 1.051 12/1/2026-21	13067WSW3	S&P-AAA	5/2/2022	5,000,000	4,556,760	5,000,000	1.051	3.175	884	12/1/2026	4,233
CITY OF OAKLAND 1.83 1/15/2027	672240WV6	S&P-AAA	3/18/2020	1,895,000	1,763,773	1,895,000	1.830	1.820	929	1/15/2027	15,894
ORANGE UNIFIED SD2.35 5/1/2026	684133LE9	S&P-AA	12/19/2019	2,000,000	1,906,994	2,000,000	2.350	2.240	670	5/1/2026	7,703
STATE OF CALIFORNIA 3.05 4/1/2029	13063DMB1	S&P-AA-	5/22/2024	4,630,000	4,301,006	4,340,462	3.050	4.530	1,736	4/1/2029	34,911
STATE OF CALIFORNIA 3.53 4/1/2028	13063DGC6	S&P-AA-	5/27/2021	2,000,000	1,913,606	2,000,000	3.500	1.425	1,730	4/1/2029	17,306
STATE OF CALIFORNIA 3.5 4/1/2026 STATE OF HAWAII 0.852 10/1/2025-20	419792713	S&P-AA+	10/20/2021	5,000,000	4,739,995	5,000,000	0.852	0.975	458	10/1/2025	10,532
STATE OF HAWAII 0.692 10/1/2025-20 STATE OF MINNESOTA 0.86 8/1/2027	60412AVW0	S&P-AAA	8/25/2020	5,000,000	4,454,250	5,000,000	0.860	0.973	1,127	8/1/2027	17,797
State of Ohio 2.15 5/1/2026	677522T61	S&P-AA+	11/20/2019	5,000,000	4,770,575	5,000,000	2.150	2.220	670	5/1/2026	17,618
Sub Total / Average Municipals	311322101	Jul -AAT	11/20/2019	30,525,000	28,406,959	30,235,462	1.764	2.227	969	5/1/2020	125,994
Treasury				30,323,000	20,400,539	30,233,402	1.704	۷.۷۷۱	909		123,994
T-Bill 0 8/8/2024	I912797GK7	Fitch- F1+u	9/6/2023	12,550,000	12,480,548	12,550,000	0.000	5.430	39	8/8/2024	
T-Bond 1 12/15/2024	91282CDN8	Moodys'-Aaa	5/27/2022	5,000,000	4,903,710	5,000,000	1.000	2.550	168	12/15/2024	2,049
T-Bond 2.75 5/31/2029	91282CES6	S&P-AA+	6/18/2024	4,000,000	3,718,280	3,733,034	2.750	4.270	1,796	5/31/2029	9,016
T-Note 3.25 8/31/2024	91282CFG1	_	9/16/2022	5,000,000	4,980,955	5,000,000	3.250	3.674	62	8/31/2029	· ·
		Moodys'-Aaa				5,000,000					
T-Note 4.625 4/30/2029	91282CKP5	Moodys'-Aaa	5/7/2024	5,000,000	5,058,010		4.625	4.452	1,765	4/30/2029	38,332
Sub Total / Average Treasury				31,550,000	31,141,503	31,320,179	1.755	4.393	559		104,308 11 <b>(348 2</b> 25
Total / Average				\$250,502,311	\$242,892,626	\$249,669,857	2.737	3.145	481		11 (\$48 \$25)

<sup>(1)</sup> FDIC- Insured brokered CDs are not included in Credit Rating provided custodian bank

#### Accounts Recievable Customer Aging Summary Dublin San Ramon Service District AS of 6/30/2024

Customer # Customer Name	On Account/Credit	1 to 30 Days Past	30 to 60 Days Past	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past
935 6938 SIERRA LLC	-	-	-	-	-	144.00
382 76 Station #5748	-	-	-	-	-	135.00
503 AC Automotive Consultants	-	-	-	-	-	135.00
853 ACORN ONSITE, INC.	-	403.85	-	-	-	-
232 ALAMEDA CO PUBLIC WORKS AGENCY H.E.R.B.	-	1,748.52	-	-	-	-
3 ALAMEDA COUNTY	-	874.00	-	-	-	-
766 Alameda County Fire Department	-	-	-	-	-	215.00
536 Applebee's	-	-	-	-	-	421.00
351 Armstrongs Garden Center	-	-	-	-	-	135.00
666 AUTOPIA	-	-	-	-	-	135.00
79 AVALON BAY COMMUNITIES	-	-	-	-	-	438.00
499 Banseok Korean BBQ	-	-	-	-	-	278.00
29 BAY AREA SANITATION	-	5,414.42	-	-	-	-
472 BAY FAMILY DENTAL CARE	-	-	-	-	-	105.00
294 Big Apple Pizza	-	-	-	-	-	278.00
687 Biryani Junction & Temptation	-	-	-	-	-	278.00
554 BJ's Restaurant	-	-	-	-	-	185.00
505 BLOSSOM BEE	-	-	-	-	-	135.00
868 BREEZE DENTAL GROUP	-	-	-	-	-	105.00
123 Budget Rent A Car	-	-	-	-	-	135.00
424 Buffalo Wild Wings	-	-	-	-	-	421.00
182 Burger King	-	-	-	-	-	143.00
146 Caliber Collsion	-	-	-	-	-	135.00
122 California Shine Co.	-	-	_	_	_	135.00
234 CARL ZEISS INC.	-	_	-	_	_	1,275.00
889 Cha Thai Cuisine	-	-	_	_	_	278.00
735 Chaat Bhavan / Banana Garden	-	-	_	_	_	135.00
211 CHINA VILLAGE	-	_	_	_	_	120.00
374 Chipotle-Panera Bread	-	_	143.0		_	278.00
900 Chopan Kabob	-	-	-	-	_	278.00
401 Chuck E. Cheese # 322	_	_	_	_	_	278.00
148 Crash Champions Collision Repair Team	_	_	_	_	_	135.00
14 DERWA	(0.02)	926,523.17	_	_	_	73,835.13
713 DICK DAGGETT	(11.00)	-	_	_	_	-
233 Dublin Corners	(11.00)	_	_	_	_	135.00
592 Dublin Corporate Center	_	_	_	227.0	n -	215.00
249 Dublin Nissan	_	_	_		_	135.00
250 Dublin Self Wash	_	_	_	_	_	135.00
385 Erik's Deli	_	_		_		278.00
20 FIBERTEL LLC	_	_	_	_	_	304.00
873 FOOTHILL HEATING & AIR CONDITION						568.00
620 GHILOTTI CONSTRUCTION COMPANY						38.00
305 Golden Sand Harbor	-	-	-	-	-	2.00
886 Grand Cafe	-	-	-	-	-	2.00
664 Habit Burger Grill / Pizza My Heart	-	-	-	-	-	175.00
	-	-	-	-	-	
41 J & M INC.	-	-	-	-	-	730.00
252 Jack-in-the-box	-	-	-	-	-	143.00

OE1 JENSEN LANDSCADE						1 005 00
951 JENSEN LANDSCAPE	-	-	-	-	-	1,805.00
253 JOHNNY'S DONUTS	-	-	-	-	-	135.00
24 K.J. WOODS CONSTRUCTION	-	-	-	-	-	1,328.00
647 Kabul Kabob & Grill	-	-	-	-	-	135.00
335 Kahler's Werkstatt	-	-	-	-	-	135.00
897 KAISER PERMANENTE FACILITY MEDICAL OFFICE - AD	-	1,561.00	-	-	-	4,272.00
939 KELLY & SON	-	-	-	-	-	146.00
597 Khyber Pass	-	-	-	-	-	278.00
28 LAVWMA	-	919,201.67	-	-	-	-
691 Lazy Dog	-	-	-	-	-	421.00
516 Little Ceasars	-	-	-	-	-	278.00
282 Lucky's #770	-	-	-	-	-	278.00
831 MAIN STREET PEDIATRIC	-	-	-	-	-	105.00
895 Mayflower	-	-	-	-	-	143.00
630 MCDONALDS	-	-	-	-	-	278.00
336 McDonald's	-	-	-	-	-	185.00
901 MCGUIRE AND HESTER	-	-	-	-	-	264.00
421 Mercedes Benz	<u>-</u>	_	<del>-</del>	_	-	135.00
292 Mexxi's Taqueria	_	_	143.00	_	_	-
943 MICHELS CORPORATION	_	_	-	_		85.25
874 Mirchi Cafe & Masala Pizza	_		_		_	278.00
158 Mountain Mike's	_	-	_	_	-	278.00
524 Mr. Pickle	_	-	_	_	_	
	-	-	-	-	-	135.00
17 NATIONAL PLANT SERVICES	- (2.67)	-	-	-	-	285.00
674 NBC BAY AREA - KNTV	(3.67)	-	-	-	-	270.00
284 Outback Steakhouse	(120.00)	-	-	-	-	278.00
942 PACIFIC CONSTRUCTION	-	-	-	-	-	438.00
661 PACIFIC GAS AND ELECTRIC CO.	-	-	-	-	-	35,163.73
398 PAMIR CUISINE	(2.11)	-	-	-	-	-
268 Panda Express	-	-	-	-	-	278.00
872 Panera Bread / Chaat Cafe	-	-	-	-	-	278.00
542 Peacock Indian Cuisine	-	-	-	-	-	185.00
641 Peet's Coffee/Sprint	-	-	-	-	-	135.00
755 PG & E UTILITY	-	-	-	-	-	505.79
822 Pho 99	-	-	-	-	-	278.00
375 PHO DUBLIN	-	-	-	-	-	278.00
387 Pho Saigon Noodle	-	-	143.00	-	-	135.00
587 Pleasanton Unified School District	-	-	-	-	-	135.00
285 Popeye's	-	-	-	-	-	143.00
4 PRESIDENTIAL FIRE PROTECTION	-	-	-	-	-	158.00
649 S & V, LLC	(0.20)	_	-	_	-	_
689 SERVICE KING COLLISION REPAIR	-	_	-	_	-	135.00
559 Shalimar	_	_	-	_	_	135.00
933 SHAPELL PROPERTIES	_	_	-	_	_	876.00
358 Shell Alcosta	_	_	_	_		135.00
662 Silver Oven & Grill	_	_	_	_	_	278.00
157 Siteone		-	- -	-		135.00
552 SPRINT / T-MOBILE	(21,101.55)	-	-	-	-	133.00
	(21,101.33)	-	-	-	-	270.00
560 Sprouts #221	-	-	-	-	-	278.00
880 Sri Vasantha Bhavan	-	-	-	-	-	278.00
888 Starbucks coffee	-	-	-	-	-	135.00
686 Subway Sandwiches SR	-	-	-	-	-	278.00
105 Taco Bell #31447JB	-	-	-	-	-	278.00

	(21,259.27)	1,870,348.21	614.00	2,938.00	-	147,364.90
32 ZONE / WITER/IOLINO		12,073.30				
52 ZONE 7 WATER AGENCY	-	12,873.58	_	-	_	-,
234 ZEISS INNOVATION CENTER	<del>-</del>	874.00	_	-	_	2,024.00
527 Yogurt Land	`- '	-	-	-	-	143.00
396 YANAGI SUSHI & GRILL	(0.72)	-	-	-	-	-
372 Xpress Eat	-	-	-	-	-	278.00
800 Whole Foods	-	-	185.00	-	-	-
526 Wash Time Car Wash	-	-	-	-	-	175.00
174 Wal-Mart Tire and Lube Express	-	-	-	-	-	135.00
718 VINEYARD ESTATES MOBILE	(20.00)	-	-	-	-	-
360 Valley Center	-	-	-	-	-	175.00
684 USAG CSTC / ATTN: DPW/ENVIRONMENTAL	-	-	-	-	-	577.00
48 United Rentals	-	-	-	-	-	143.00
32 U. S. DEPARTMENT OF JUSTICE	-	874.00	-	2,711.00	-	2,374.00
393 Tralee Village	-	-	-	-	-	415.00
875 Torarenbou Sushi Bistro	-	-	-	-	-	278.00
719 TEICHERT CONSTRUCTION	-	-	-	-	-	3,819.00
629 Target #2771	-	-	-	-	-	278.00

<sup>(1)</sup> DERWA PAYMENT OF \$926,523.17 WAS RECEIVED 7/2/2024 (2) LAVWMA PAYMENT OF \$919,201.67 WAS RECEIVED 7/8/2024

#### Ref Item D - Outstanding Receivables Report

#### Dublin San Ramon Services District Regional Wastewater Connection Fee Program as of 6/30/2024

Customer	Balance
Stanforth Holding Co LLC/Panera Bread	953.49
ROIC California LLC/T-4 Restaurant	3,845.68
Total	4,799.17

#### Dublin San Ramon Services District Employee Reimbursements over \$100 July 1, 2023 - June 30, 2024

DOCUMENT	VENDOR	NAME	AMOUNT	INVOICE DESCRIPTION	CHECK DATE	CHECK NO
20591	8871	MATHEW MCGRATH	130.29	M. McGrath reimb exp@AWWA Operator Symposium03/24	4/18/2024	205199
		MATHEW MCGRATH Total	130.29			
14039	3146	MICHELLE GALLARDO	118.43	M Gallardo reimb exp @ CSRMA 08/2023	8/17/2023	203084
16985	3146	MICHELLE GALLARDO	1,435.04	Gallardo Computer Loan 11/30/2023	11/30/2023	203926
		MICHELLE GALLARDO Total	1,553.47			
14427	228	STEVE DELIGHT	115.98	S. Delight reimb exp @ CASA Conf. 08/2023	8/24/2023	203126
22018	228	STEVE DELIGHT	131.89	S Delight reimb exp @ ACWA conf. 05/2024	5/30/2024	205582
17834	228	STEVE DELIGHT	175.31	S Delight reimb exp @ ACWA 11/2023	12/21/2023	204126
		STEVE DELIGHT Total	423.18			
21050	5491	TODD MILLISON	107.49	T Millison reimb exp @ CWEA 04/2024	4/25/2024	205267
14013	5491	TODD MILLISON	195.00	T Millison Education reimb-Fund. of Microbio	8/17/2023	203089
		TODD MILLISON Total	302.49			
14038	1115	AARON THOMAS JOHNSON	1,311.76	A Johnson Reimb exp @ ESRI 07/2023	8/17/2023	203086
22709	1115	AARON THOMAS JOHNSON	1,608.68	A Johnson reimb exp @ Central Square conf 05/2024	6/20/2024	205754
		AARON THOMAS JOHNSON Total	2,920.44			
15807	8373	ALEXANDER ORTEGA	200.00	A Ortega cert. reimb-WDO G4-09/2023	10/19/2023	203618
		ALEXANDER ORTEGA Total	200.00			
22687	9164	ANN MARIE JOHNSON	117.92	A M Johnson mileage reimb exp for May 2024	6/20/2024	205755
14887	9164	ANN MARIE JOHNSON	437.52	A. M. Johnson reimb exp for Aug 2023	9/14/2023	203325
		ANN MARIE JOHNSON Total	555.44			
15740	7034	AOMAR BAHLOUL	157.66	A Bahloul reimb exp @ MISAC 09/2023	10/12/2023	203545
		AOMAR BAHLOUL Total	157.66			
21751	10880	ARUP PAUL	164.00	A Paul reimb exp @ CWEA cert prep 05/2024	5/16/2024	205449
		ARUP PAUL Total	164.00			
17155	9459	AUBREY BIRD	108.73	A Bird reimb exp @ Northern Safety Day 11/2023	11/30/2023	203923
		AUBREY BIRD Total	108.73			
17119	7832	CAROL ATWOOD	157.31	C Atwood reimb exp @ Calpelra conf 11/2023	11/30/2023	203917
		CAROL ATWOOD Total	157.31	, , , ,		
17122	10879	CHERL V SMITH	132.31	C Smith reimb exp @ Calpelra conf 11/2023	11/30/2023	203943
		CHERL V SMITH Total	132.31			
17115	10964	CHRISTOPHER JULIAN WINN	107.42	C J Winn reimb exp @ CWEA N Safe Day 11/2023	11/30/2023	203950
16944	10964	CHRISTOPHER JULIAN WINN		C Winn cert. reimb-Mechanical Tech G#1	11/30/2023	
		CHRISTOPHER JULIAN WINN Total	292.42			
13880	10976	CLIFFORD MCCLURE	431.07	C McClure reimb exp @ AWWA conf. 04/2023	8/10/2023	203017
		CLIFFORD MCCLURE Total	431.07	• •		
21147	10374	DAIRIAN D SILVA	476.37	D Silva mileage reimb for attend trucking school	4/25/2024	205271
		DAIRIAN D SILVA Total	476.37			
21974	7702	DAN P PETTINICHIO		D Pettinichio SWRCB WTR Distribution Cert renew	5/30/2024	205594
		DAN P PETTINICHIO Total	105.00		-,,	
19458	11043	DANIEL GILL	208.20	D Gill reimb exp @ CASA Conf. 01/2024	3/7/2024	204783
		DANIEL GILL Total	208.20	,		
21151	11061	DANIEL WARD	184.00	D Ward reimb exp @ CWEA 04/2024	4/25/2024	205274
		DANIEL WARD Total	184.00	• -	, -, -	
17117	10891	DAVE MONEY		D Money CWEA 11/2023	11/30/2023	203938
18920	10891	DAVE MONEY		D Money cert reimb-Mech Tech G#2	2/7/2024	
15316	10891	DAVE MONEY		D. Money computer loan	9/21/2023	
		DAVE MONEY Total	1,451.10		5,,	
13630	10943	DAVID M SHORT		D. Short computer loan	7/27/2023	202954
		DAVID M SHORT Total	1,500.00		.,,	
15542	10951	DESREE ANN MOLINA		D. Molina Cert. reimb for WTOP G#2 7/13/23	10/5/2023	203509
155.2	10301	DESREE ANN MOLINA Total	155.00	5	10/3/2020	200000
21148	9134	EDWARD PADILLA		E Padilla reimb exp @ AWWA 03/2024	4/25/2024	205270
	J134	EDWARD PADILLA Total	127.48	2. 333 . Citilo CAP @ / W W W O O J 2027	7/23/2024	203270
17123	10965	EFREN MONROY MAGANA		E Monroy Magana reimb ?@ CWEA 11/2023	11/30/2023	203939
1/123	10303	EFREN MONROY MAGANA Total	108.73	E MONTOY MINEGATION : W CWLM 11/2023	11/30/2023	203333
14012	10571	EFREN T VILLAMOR		E Villamor cert reimb - WTOP G#2	8/17/2023	203090
14017	103/1			L VIIIGITIOI CELLICITID - WIOF U#Z	0/1//2023	203030
10600	11046	EFREN T VILLAMOR Total	110.00	E Backer cert raim-Env Sucs Inspector II/nor UB)	2/24/2024	204902
19609	11046	ELLIOT BECKER		E Becker cert reim-Env Svcs Inspector II(per HR)	3/21/2024	
19604	11046	ELLIOT BECKER		E Becker cert reimb-WSO I(per HR)vs. CSM G#1	3/7/2024	
19554	11046	ELLIOT BECKER	221.00	E Becker reim exp@CWEA Membership inv date8/14/23	3/7/2024	204780

20081	11046	ELLIOT BECKER		E Becker reimb exp@CBPA 8hr refresher course2/7/24	3/21/2024	204893
		ELLIOT BECKER Total	967.00		- 1- 1	
19610	11044	EMERSON DE KLOTZ		E De Klotz cert reim-Env chem I(per HR)vs LA#2	3/7/2024	204782
19459	11044	EMERSON DE KLOTZ		E De Klotz reimb exp @ CWEA membership	2/29/2024	204723
		EMERSON DE KLOTZ Total	497.00			
17146	10514	ERIN STEFFEN	313.45	E Steffen reimb exp @ MMANC 10/2023	11/30/2023	203945
22023	10514	ERIN STEFFEN	355.60	E. Steffen reimb exp @ CAPIO conf 05/2024	5/30/2024	205597
		ERIN STEFFEN Total	669.05			
15739	5305	GEORGEAN VONHEEDER-LEOPOLD	319.14	G Leopold reimb exp @ CASA -mileage and hotel	10/12/2023	203557
15418	5305	GEORGEAN VONHEEDER-LEOPOLD	557.75	G. Vonheeder-Leopold reimb @ CASA Aug 2023	9/28/2023	203460
19555	5305	GEORGEAN VONHEEDER-LEOPOLD	1,087.31	G V-Leopold reimb exp@ CASA 01/2024	3/7/2024	204791
		GEORGEAN VONHEEDER-LEOPOLD Tot	1,964.20			
13881	10827	HORACIO MUNOZ GOMEZ	200.00	H. M. Gomez Elec & Inst G#2 cert reimb 07/2023	8/10/2023	203018
		HORACIO MUNOZ GOMEZ Total	200.00		-, -, -	
18919	11034	IRENE CEBALLOS		I. Ceballos cert reimb-Lab. Analyst G#	2/15/2024	204605
10515	11054	IRENE CEBALLOS Total	200.00	1. Cesumos cererenno Eds. Analyse Gir	2/15/2024	204003
17962	9372	IRENE SUROSO		L Suraca raimh ava @ div/42 lunch 12/26/22	12/28/2023	204206
				I. Suroso reimb exp @ div43 lunch 12/26/23		
13572	9372	IRENE SUROSO		I. Suroso reimb-P.E. Lic renew and meeting 06/2023	7/20/2023	202895
21747	9372	IRENE SUROSO		I Suroso reimb exp @ CWEA 04/2024	5/16/2024	205451
		IRENE SUROSO Total	1,588.81			
14889	3831	JACLYN YEE		J. Yee exp reimb @ Pro Eng Lic renewal -Aug 2023	9/14/2023	203330
		JACLYN YEE Total	180.00			
18291	9692	JASON CHING	140.04	J Ching reimb exp - parking & snack -Aug & Nov2023	1/18/2024	204356
21142	9692	JASON CHING	1,040.28	J Ching reimb exp @ CWEA 04/2024	5/2/2024	205335
		JASON CHING Total	1,180.32			
22098	10106	JASON LOU BERTACCHI	1,948.50	J Bertacchi education reimb-spring semester 2024	6/13/2024	205683
		JASON LOU BERTACCHI Total	1,948.50			
17230	9984	JASON MILLER	108.73	J Miller reimb exp @ CWEA 11/2023	12/7/2023	204014
21748	9984	JASON MILLER		J Miller remib exp @ Mech tech IV cert fee 05/2024	5/16/2024	205448
20592	9984	JASON MILLER		J Miller reimb exp for supplies and tools 03/2024	4/11/2024	205135
20002	330 .	JASON MILLER Total	1,143.87	Times remise expires supplies and cools os, 202 :	., 11, 202 .	200100
19700	11050	JAVIER ROBLEDO	,	J Robledo reimb exp@CWEA potable resus training	3/21/2024	204904
19700	11050		195.00	1 Nobledo Tellfib experente potable resus training	3/21/2024	204304
24740	11074	JAVIER ROBLEDO Total		List-bursten burs @ CCANAL units Conf OF /2024	F /4 C /2024	205445
21749	11074	JENIFER LEIGH		J Leigh reimb exp @ CSAM Lucity Conf 05/2024	5/16/2024	205445
		JENIFER LEIGH Total	604.82			
15799	1123	JEREMY A HENDRYX		J. Hendryx cert reimb-WDO G4-09/2023	10/19/2023	203614
		JEREMY A HENDRYX Total	200.00			
17359	10254	JEREMY MAINES	251.45	J Maines reimb exp @ Dist BBQ 11/09/23	12/14/2023	204079
		JEREMY MAINES Total	251.45			
17157	1211	JOHN CHALK	125.46	J Chalk reimb exp @ CWEA 11/2023	12/7/2023	204008
		JOHN CHALK Total	125.46			
15793	642	JONATHAN PENAFLOR	1,072.77	J. Penaflor reimb exp @ Las Vegas Hyland conf 2023	10/19/2023	203619
22097	642	JONATHAN PENAFLOR	2,301.71	J Penaflor reimb exp @ Tyler conf 05/2024	6/13/2024	205695
		JONATHAN PENAFLOR Total	3,374.48			
20226	10339	JOSHUA GENTRY		J Gentry cert reimb- SWRCB WTO G2	3/21/2024	204897
17973	10339	JOSHUA GENTRY		J Gentry cert reimb-CWEA Collection System Main.G2	12/28/2023	204199
20590	10339	JOSHUA GENTRY		J Gentry reimb exp @ Water Wise Pro Course 03/2024	4/18/2024	205194
12902	10339	JOSHUA GENTRY		J Gentry reimb exp @ AWWA 04/2023	7/6/2023	202778
12302	10333	JOSHUA GENTRY Total	948.04	J Gold y Tolling CAP & AVVVA 07/2020	770/2023	202110
17227	8902			J Sanchez reimb exp @ Backflow Re-cert 11/2023	12/7/2023	204018
1/22/	8902	JOSHUA SANCHEZ		J Sanchez reinib exp @ Backnow Re-cert 11/2023	12/7/2023	204018
47420	0207	JOSHUA SANCHEZ Total	228.38		44 /20 /2022	202022
17139	9287	JUSTIN LANKFORD		J Lankford reimb exp @ CEWA 11/2023	11/30/2023	203933
		JUSTIN LANKFORD Total	108.73			
21938	2072	KAPIL MOHAN		K Mohan reimb exp @ CWEA 04/2024	5/30/2024	205592
		KAPIL MOHAN Total	857.76			
21144	10949	KARLA Y CASTRO	350.63	K Castro reimb exp @ CWEA 04/2024	5/2/2024	205334
		KARLA Y CASTRO Total	350.63			
19635	10950	KRISTY S FOURNIER	266.85	K Fournier reimb exp @ CWEA conf. 02/2024	3/14/2024	204848
		KRISTY S FOURNIER Total	266.85			
14015	10568	LEON L LIM	155.00	L Lim cert. reimb - WTPO G#2	8/17/2023	203087
		LEON L LIM Total	155.00			
17137	8852	MANUEL BARCELLOS	108.73	M Barcellos reimb exp @ CWEA	11/30/2023	203918
		MANUEL BARCELLOS Total	108.73			
16317	8622	MARA NARCISO		M Narciso reimb exp -office supply - Jul-Sept2023	10/26/2023	203690
		MARA NARCISO Total	359.46		-,,	
22034	10334	MICHELLE MCQUISTON		M McQuiston reimb exp @ Tyler conf 05/2024	5/30/2024	205591
05-	20004		103.00		3,30,2024	_55551

17121	10334	MICHELLE MCQUISTON		M McQuiston reimb exp @ Calpelra 11/2023	11/30/2023	203937
		MICHELLE MCQUISTON Total	328.88			
16594	3985	NICOLE GENZALE	176.55	N Genzale reimb exp@CSDA BOD Secretary conf-11/23	11/16/2023	203861
		NICOLE GENZALE Total	176.55			
17145	11013	NICOLE MOORE		N Momre reimb exp@ Calpelra conf. 11/2023	11/30/2023	203940
		NICOLE MOORE Total	151.31			
21985	525	RAQUEL MADARANG	362.98	R. Madarang reimb exp @ Central Square Engage05/24	5/30/2024	205590
		RAQUEL MADARANG Total	362.98			
13633	10941	RENE ESCOBAR-MENA	1,028.44	R Escobar reimb exp @ GFOA conf. 5/19-24/23	7/27/2023	202945
		RENE ESCOBAR-MENA Total	1,028.44			
14716	7323	RENEE COLLINS	346.99	R. Collins reimb exp @ meetings 08/30/22-08/17/23	9/7/2023	203257
22040	7323	RENEE COLLINS	1,437.55	R Collins reimb exp @ Tyler Conf 05/2024	6/13/2024	205684
16322	7323	RENEE COLLINS	2,035.39	R Collins reimb exp @ Onbase conf. 2023	10/26/2023	203681
14604	7323	RENEE COLLINS	3,382.92	R Collins reimb exp @ MISAC conf & Onbase Conf	8/31/2023	203203
		RENEE COLLINS Total	7,202.85			
13905	10980	ROGER CHU	180.00	R. Chu reimb exp for PE lice. renewal 7/31/2023	8/10/2023	203010
21174	10980	ROGER CHU	250.00	R Chu cert reimb for D2 and T2	4/25/2024	205259
17234	11015	ROGER CHU	457.94	R Chu reimb exp @ AWWA CA/NA 10/2023	12/7/2023	204010
		ROGER CHU Total	887.94			
14037	8903	ROPER CHRISTIAN S MACARAEG	291.71	R Macaraeg reimb exp @ ESRI conf. 07/2023	8/17/2023	203088
		ROPER CHRISTIAN S MACARAEG Total	291.71			
21146	6964	RYAN K PENDERGRAFT	355.61	R Pendergraft reimb exp @ CWEA 04/2024	5/2/2024	205346
		RYAN K PENDERGRAFT Total	355.61			
17120	7743	SAMANTHA KOEHLER	171.31	S koehler reimb exp @ Calpelra conf 11/2023	11/30/2023	203932
		SAMANTHA KOEHLER Total	171.31			
17231	11014	SHEREE DAVIS	127.20	S Davis reimb exp @ CSDA 11/2023	12/14/2023	204073
		SHEREE DAVIS Total	127.20			
20233	10541	SHU-JAN LEE	237.21	J Lee reimb exp @ CASA/CSRMA Conf. 01/2024	3/28/2024	204983
16298	10541	SHU-JAN LEE	768.36	J Lee reimb exp @ WateResue CA conf 09/2022	10/26/2023	203688
		SHU-JAN LEE Total	1,005.57			
21051	7392	SINZEE TRAN	135.95	S Tran reimb exp @ CWEA 04/2024	4/25/2024	205273
		SINZEE TRAN Total	135.95			
19056	10886	SONNY D'AMICO	337.98	S D'Amico reimb exp-food purchased for mtg 2/13/24	2/15/2024	204606
		SONNY D'AMICO Total	337.98			
21701	1078	STEFANIE OLSON	107.00	S Olson reimb exp at CWEA 04/2024	5/9/2024	205397
		STEFANIE OLSON Total	107.00			
21745	9995	SUKHPREET K MANN	444.44	S Mann reimb exp @ CWEA 04/2024	5/23/2024	205526
		SUKHPREET K MANN Total	444.44			
21292	7833	TIMOTHY LEE ODELL JOHNSON	1,378.25	T L O Johnson reimb exp @ CWEA 04/2024	5/9/2024	205394
		TIMOTHY LEE ODELL JOHNSON Total	1,378.25			
15811	7701	VIVIAN CHIU	1,004.70	V Chiu reimb exp @ Las Vegas Hyland conf 2023	10/19/2023	203621
		VIVIAN CHIU Total	1,004.70			
15741	10227	ZACHARY RUIZ	834.48	Z Ruiz reimb exp @ MISAC 09/2023	10/12/2023	203555
22697	10227	ZACHARY RUIZ	838.40	Z Ruiz reimb exp @ MISAC 06/2024	6/20/2024	205760
		ZACHARY RUIZ Total	1,672.88			
		Grand Total	47,799.78			

### **STAFF REPORT**



Meeting Date: August 6, 2024

<u>TITLE</u>: Authorize Amendment to Temporary Employment Services Agreement with Barrett Business Services, Inc.

#### **RECOMMENDATION:**

Staff recommends the Board of Directors authorize, by Motion, the General Manager to amend the temporary employment services agreement with Barrett Business Services, Inc. (BBSI) to extend the contract through June 30, 2025, with a not-to-exceed contract amount of \$365,000 for fiscal year 2025.

#### **DISCUSSION:**

The District continues to have the need for temporary/seasonal, special assignment, and project work support, while staff works to fill vacancies and for annual seasonal projects. The Human Resources and Risk Management Division maintains service agreements with three temporary employment service providers, including BBSI. In spring of 2022, the District conducted a Request for Proposal (RFP) process and selected BBSI as one of the preferred providers for the District's temporary employment services. The agreement with BBSI was for a period of two years (7/1/2022–6/30/2024), with the option to extend the agreement for two additional one-year terms.

As the District continues to have a need for temporary employment services and the estimated cost for temporary employment services through BBSI in fiscal year 2025 exceeds the General Manager's approval authority of \$175,000, staff recommends an amendment to the agreement to exercise the optional third year to the contract with a not-to-exceed contract amount of \$365,000 for fiscal year 2025. Funding for the temporary employment services is included in the adopted Fiscal Year 2025 Operating Budget.

Originating Depa	rtment: Office of	the General Manager	Contact: S. Koehler/M. Gallardo	Legal Review: Not Required	
Financial Review: Not Required			Cost and Funding Source: \$365,000 with \$37,000 from Local Wastewater Operations (Fund 200), \$246,000 from Regional Wastewater Operations (Fund 300), \$65,000 from Water Enterprise (Fund 600), and \$17,000 from Administrative Cost Center (Fund 900)		
Attachments: ☐ Ordinance ☐ Other (see list				19 of 95	





Meeting Date: August 6, 2024

**TITLE:** Approve New Job Classification and Salary Range for Finance Director

#### **RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, the new title, job definition, duties, qualification, and salary range for the Finance Director job classification, effective August 6, 2024.

#### **DISCUSSION:**

The General Manager has directed the creation of the new Finance Director job classification to provide executive level, technical management of the District's finances and utility billing functions. The Finance Director will be responsible for developing and leading the newly created Finance Department and serving as the Chief Financial Officer for the District. The new Finance Director position will be an unrepresented senior manager classification and may also be appointed to serve as the District Treasurer.

In accordance with the New/Revised Job Classifications and Salary policy (P700-22-3) (Attachment 1), job titles, job definitions, job duties, and salary range for all senior management positions shall be presented to the Board by the General Manager for approval and adoption. The proposed job classification (Attachment 2) includes the definition and distinguishing characteristics necessary and at the appropriate level of authority and responsibility for the Finance Director. The qualifications described in the Finance Director job classification express the minimum requirements to successfully serve the District in this role and direct the functions of the Finance Department. In accordance with the District's compensation plan, the proposed salary range for the new Finance Director is to be set internally, benchmarked equal to the Department Director level positions. The recommended compensation for the position is \$18,388 to \$22,351 per month.

Upon approval of the new job classification and salary range, to be effective August 6, 2024, the General Manager intends to make a limited duration appointment to the Finance Director position for a period of one (1) year. The District intends to conduct a recruitment to fill the Finance Director position in spring 2025. The position will be funded by utilizing an existing, vacant full-time equivalent (FTE) position already approved as part of the fiscal year ending 2025 operating budget.

The Finance Director will be subject to terms and conditions of employment specified in the Salary and Benefits Resolution for Unrepresented Senior Management Employees, which has been updated and will be presented for Board approval as a separate item on tonight's Board meeting agenda.

Originating Department: Office of the General Manager			Contact: S. Koehler/M. Gallardo	Legal Review: Not Required
Financial Review: Not Required			Cost and Funding Source: FYE 2025 Operating Budget	
Attachments:	☐ None	☑ Resolution	Attachment 1 – New/Revised Job Classification and Salary policy (P700-22-3)	
☐ Ordinance	☐ Task Order	☐ Proclamation	Attachment 2 – New Finance Director Job Classification, effective August 6, 2024	
☑ Other (see list on right)				20 of 95





<b>Policy No.:</b> P700-22-3	Type of Policy: Personnel	
Policy Title: New/Revised Job Classification	ns and Salary	
Policy Description:  Non-standard job classifications and/or salary requiring Board approval and adoption		
Approval Date: 8/19/2014	Last Review Date: 2022	
Approval Resolution No.: 53-14	Next Review Date: 2026	
Rescinded Resolution No.: 71-11	Rescinded Resolution Date: 11/15/2011	

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

The General Manager may approve new or revised job titles, job definitions, and job duties for all standard job classifications except senior level management. Job titles, job definitions and job duties for all senior management positions shall be presented to the Board by the General Manager for approval and adoption.

For all positions, including senior level management, the General Manager shall present the salary range to be applicable to any new or revised job classification to the Board for approval and adoption. The proposed salary range for a job classification shall be consistent with District compensation structure and/or applicable Memoranda of Understanding (MOU). In the event that an approved salary range for a job classification is determined to be insufficient to recruit a qualified employee due to the unique nature of the job classification and/or due to a difficult labor market and the recommended salary for the job classification is outside the parameters contained in a MOU, the General Manager shall recommend and submit for Board approval a revised monthly salary range which is in best keeping with District practices and priorities. No new or revised salary range shall be applicable to a classification until approved by the Board. Upon approval of any new or revised salary range, the District's salary plan shall be updated in accordance with the District's Salary Plan policy.

Policy is current and no changes need to be adopted by the Board of Directors.  Status Quo Chronology:		
Da	ate Adopted:	
August 19, 2014		
Reviewed by Committee or Board: Date:		
Board December 4, 2018		
Board June 21, 2022		



#### **Job Description**

Effective Date: August 6, 2024
Job Title: Finance Director

W/C Code: 8810 FLSA Status: Exempt

Unit: Unrepresented

Job Code: 5327

#### **DEFINITION**

Under general direction and as part of the Senior Management team, serves as the Chief Financial Officer and the Department Director for the Finance Department including financial services, accounting, and utility billing and customer services. Provides reliable and proactive administrative management in assigned areas to advance the goals and mission of the District. Coordinates activities with other Departments and with external organizations. May be designated as the District Treasurer.

#### SUPERVISION EXERCISED AND RECEIVED

Receives general direction from the General Manager. Exercises general direction over management staff, direction over supervisory and professional staff, and direct and general supervision over administrative staff.

#### **DISTINGUISHING CHARACTERISTICS**

This is a senior management level classification responsible for directing a wide variety of comprehensive functions and/or programs related to Financial Services including financial services, accounting, and utility billing and customer services.

#### **TYPICAL DUTIES**

- Develops, plans and implements department goals and objectives; recommends and administers policies and procedures; participates in strategic planning for the District and sets goals for the Department to support the strategic plan.
- Coordinates Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the General Manager; prepares and presents staff reports and other necessary correspondence and reports.
- Directs, oversees and participates in the development of the Department's work plan; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.
- Supervises and participates in the development of the department budget; in accordance with direction received, justifies and recommends the need for existing and additional staffing, equipment, materials and supplies; monitors and approves expenditures; recommends mid-cycle and one-time budget adjustments, administers and manages the Department so as to meet the approved budget.
- Selects, trains, motivates and evaluates personnel; provides or coordinates staff training; conducts
  performance evaluations; implements discipline procedures; maintains discipline and high standards
  necessary for the efficient and professional operation of the Department.
- Plans, coordinates, and oversees the District-wide annual budget, mid-year, and mid-cycle review process; assists in the development of the Capitals Improvement Plan (CIP) budget; monitors implementation of

District-wide budget to ensure adequate financing; and conducts on-going analysis of the District's financial condition, reporting to and advising the General Manager and Board accordingly.

- Directs, reviews, and participates in studies related to wastewater and water services charges and fees; makes related recommendations.
- Oversees and manages accounting, utility billing and customer service, purchasing, investment, debt financing, and audit activities, including oversight of regulatory and required reporting.
- Directs the preparation of budgeting documents and financial reports, including the Annual Comprehensive Financial Report (ACFR).
- Performs and administers District debt financing, including new debt issuance and monitors compliance with all debt disclosure requirements.
- Plans, oversees, and implements the District cash management system and implements Board directed investment policy.
- Monitors and administers District retirement benefits liabilities, including the California Employer's Retiree
  Benefit Trust (CERBT) Fund, Other Post Employment Benefit (OPEB), and California Public Employer's
  Retirement System (CalPERS) contributions and Unfunded Actuarial Liability (UAL), and prepares and
  records journal entries for retirement benefits liabilities.
- Serves on a variety of standing and ad-hoc committees and District work groups while providing leadership to those efforts.
- Represents the department to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.
- Researches, prepares and/or directs the development of technical and administrative reports and studies;
   prepares written material as necessary.
- Builds and maintains positive working relationships with co-workers, other District employees and the public
  using principles of good customer service.
- Supports District efforts in various aspects of labor relations as assigned.
- Drives a motor vehicle.
- Performs other related duties as assigned.

#### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Knowledge of:

- Principles and practices of public sector administration of financial services, accounting, and utility billing and customer services.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Pertinent local, State and Federal laws, rules and regulations.
- Organizational and management practices as applied to the analysis and evaluation of programs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- Modern equipment and communication tools and systems used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

#### Ability to:

- Plan, direct and assess the administration and operations of the Finance Department including financial services, accounting, and utility billing and customer services.
- Prepare and administer a department budget.
- Develop and implement department policies and procedures.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies, and procedures, and standards relevant to work performed.
- Effectively represent the department and the District in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the District and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate grammar and syntax.
- Establish, maintain, and foster positive effective working relationships with those contacted in the course of work.
- Take responsibility and use good judgment in exercising scope of authority.
- Facilitate a "team building" environment; utilize conflict management skills and effectively resolve controversial issues.

#### **EDUCATION AND EXPERIENCE**

The minimum qualifications described on class specification represent the typical way to obtain the required knowledge, skills, and abilities to perform the essential duties of the job. Any combination of education, licensing and/or experience which has provided the knowledge, skills, and abilities necessary to perform the job satisfactorily may qualify the candidates to be considered for open positions in the class specification.

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business management, accounting, public administration or related field. Master's degree preferred.

Ten (10) years of increasingly responsible experience in public administration, finance, accounting, or business management, including five (5) years of supervisory or administrative responsibility.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Possession of a Class C Driver's License required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of a valid California driver's license of the required category, compliance with established District vehicle operation standards and the ability to be insured for the operation of a vehicle/ District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.

AND

Possession of an active license as a California Certified Public Accountant (CPA) issued by the California State Board of Accountancy is desirable.

#### **DISASTER SERVICE WORKER**

All Dublin San Ramon Services District employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

#### **WORK ENVIRONMENT**

The physical demands and work environment described are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is performed in a standard office environment using a computer. Travel in the local Tri-Valley area is required on a regular basis. The noise level in the work environment is usually quiet. While performing the duties of this job, the employee is regularly required to talk or hear. Specific vision abilities required by this job include close vision. The employee works indoors, which is temperature controlled. The employee works outdoors, as needed, subject to inclement weather.

#### **PHYSICAL DEMANDS**

**Standing** 

Average Frequency: Up to ½ hour.

Duration: Seconds to 5 minutes at a time. Maximum Frequency: Average frequency is consistent.

Duration: N/A

Surfaces: Predominantly tile, carpet, concrete, asphalt; however, dirt, gravel, mud, metal

grating, grass, uneven terrain, all possible.

Description: Performs while communicating with coworkers, during informal meetings, operating

standard office equipment, accessing file drawers or shelves, performing field observations, during special events including parades or working at a booth.

Walking

Average Frequency: ½ hour to 1 hour.

Duration: Seconds to 5 minutes at a time.

Maximum Frequency: Up to 2 hours.

Duration: Seconds to 30 minutes at a time.

Surfaces: Predominantly tile, carpet, concrete, asphalt; however, dirt, gravel, mud, metal

grating, grass, uneven terrain, all possible.

Description: Performs within the building, to and from offices, relocating files, paperwork or office

supplies, performing field observations, during special events including parades,

setting up booths, and performing other described job duties.

Sitting

Average Frequency: 7 to 7 ½ hours.

Duration: 30 minutes to 1 hour at a time. Maximum Frequency: Average frequency is consistent.

Duration: N/A

Surfaces: Cushioned vehicle seat or office chair.

Description: Performing various desk station activities including using a computer, reading, writing,

driving a vehicle during meetings and performing other described job duties.

**Kneeling/Crouching/Squatting** 

Average Frequency: 1 to 2 times.

Duration: Seconds at a time.

Maximum Frequency: Up to 10 times.

Duration: Seconds at a time.

Surfaces: Tile, carpet.

Description: Performs while retrieving or positioning paperwork/files or boxes on and off lower

shelves, drawers or ground level and performing other described job duties.

Crawling

Not a job requirement.

#### **Laying on Back/Stomach**

Not a job requirement.

Climbing/Balancing

Average Frequency: 2 to 4 times a week. Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Surfaces: Stair steps, vehicle floorboard.

Description: Performs while ascending or descending stairs to access plant sites during field

observations, entering/exiting vehicle cab, one step and performing other described

job duties.

#### Reaching

**Above Shoulder Level:** 

Average Frequency: 5 to 10 times.

Duration: Seconds at a time.

Maximum Frequency: Up to 10 minutes.

Duration: Seconds to 1 minute at a time.

Description: Performs while accessing or placing files or paperwork and related items on and off

upper shelves, facilitating meetings including writing on whiteboards and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions at each occurrence. A variable to reaching above shoulder level

includes employee's height.

#### **Between Waist and Shoulder Level:**

Average Frequency: 5 to 6 hours.

Duration: Seconds to 20 minutes at a time.

Maximum Frequency: Up to 7 hours.

Duration: Seconds to 20 minutes at a time.

Description: Performs while using a computer keyboard and input device to enter or retrieve data,

which includes reaching within the primary reach zone, operating standard office equipment including a copy or fax machine, handling office supplies, driving a vehicle

in conjunction with maneuvering a steering wheel, during special events and

performing other described job duties. Unilateral or bilateral upper extremities from

less than full-to-full extensions on each occurrence.

**Below Waist Level:** 

Average Frequency: 1 to 2 times.

Duration: Seconds at a time.

Maximum Frequency: Up to 10 times.

Duration: Seconds at a time.

Description: Performs while retrieving or positioning paperwork/files or boxes on and off lower

shelves, drawers or ground level and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

**Pushing/Pulling** 

Average Frequency: Up to 10 times.

Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs while opening or closing file cabinet drawers. Unilateral or bilateral arm use.

Twisting/Rotating

Waist: Not a job requirement.

Neck:

Average Frequency: 1 to 2 hours.

Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs during normal body mechanics, performing general office tasks, driving,

during field observations and performing other described job duties.

Wrists:

Average Frequency: Up to 15 minutes. Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs while office supplies and paperwork and performing other described job

duties. Unilateral or bilateral hand use.

**Bending** 

**Waist:** Alternated with squatting, employee preference.

Head/Neck:

Average Frequency: 2 to 3 hours.

Duration: Seconds to 5 minutes.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs during normal body mechanics, reading, writing and reviewing paperwork,

operating standard office equipment, performing general office tasks, possibly during

field observations and performing other described job duties.

Wrists:

Average Frequency: 2 to 3 hours.

Duration: Seconds to 5 minutes at a time. Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs during normal body mechanics, handling office supplies and paperwork,

driving in conjunction with maneuvering a steering wheel, and performing other

described job duties. Unilateral or bilateral hand use.

Lifting/Carrying

0 to 10 lbs.

Objects: Writing utensils, paperwork/files, telephone handset, office supplies, standard office

tools and other related items.

Average Frequency: 2 to 3 hours.

Maximum Frequency: Average frequency is consistent.

Duration: Seconds to 15 minutes at a time.

Distance: 0 to 25 feet.

Height: Ground to shoulder or above.

Description: Performs while utilizing a writing utensil to complete paperwork, using a telephone,

handling paperwork or files, office supplies, and other related items.

11 to 30 lbs.

Objects: File box.

Average Frequency: 1 time per month.

Maximum Frequency: Average frequency is consistent.

Duration: Seconds at a time.
Distance: Less than 5 feet.
Height: Ground to waist level.

Description: Performs while retrieving and relocating a file box, as needed.

31 to 50 lbs.

Not a job requirement.

51 to 75 lbs.

Not a job requirement.

76 to 100 lbs.

Not a job requirement.

100+ lbs.

Not a job requirement.

**Simple Grasping** 

Average Frequency: 2 to 3 hours.

Duration: Seconds to 15 minutes at a time. Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs while handling paperwork and files, handling office supplies, using a

telephone handset, driving in conjunction with maneuvering a steering wheel and

performing other described job duties. Unilateral or bilateral hand use.

**Power Grasping** 

Average Frequency: 1 time per month.

Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.

Duration: N/A

Description: Performs while retrieving and relocating a file box, as needed. Bilateral hand use.

Fine Manipulation

Average Frequency: 4 ½ to 5 ½ hours.

Duration: Seconds to 20 minutes at a time.

Maximum Frequency: Up to 6 ½ hours.

Duration: Seconds to 20 minutes at a time.

Description: Performs while utilizing a computer keyboard and input device to enter or retrieve

data, which includes a combination of fine manipulation and simple grasping, sorting and handling paperwork, pressing telephone buttons to make outgoing calls, operating office equipment by pressing buttons, using writing utensils to complete paperwork

and performing other described job duties. Unilateral or bilateral hand use.

#### **MACHINES/TOOLS**

Writing utensils

Computer

Standard office equipment including copy and fax machines, scanners and printers

Telephone

Standard office tools including staplers, stapler removers and other related items Vehicle

#### PERSONAL PROTECTIVE EQUIPMENT

Depending on the exposure, the employee is required to wear hearing, eye and head protection.

#### **WEIGHTS AND MEASURES**

#### **Items Weighed:**

File box (full) - 30 lbs.

**NOTICE:** The Examples of Functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.

DECOLUTION NO	1
RESOLUTION NO	J.

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE JOB TITLE, JOB DEFINITION, JOB DUTIES, AND SALARY RANGE FOR THE NEW FINANCE DIRECTOR JOB CLASSIFICATION

WHEREAS, the Board of Directors has authority to establish job titles, definitions, salaries and job duties, for all senior manager positions as described in the New/Revised Job Classification and Salary policy last revised by Resolution No. 53-14; and

WHEREAS, the District has a need for a qualified Finance Director to direct and provide executive level, technical management of the District's financial and utility billing functions; and

WHEREAS, the job definition and duties for the Finance Director reflect the performance of duties relating to directing and managing the District's financial and utility billing functions, and are documented in a job classification approved by the Board of Directors; and

WHEREAS, the Finance Director is subject to the provisions of the Salary and Benefits Resolution for Unrepresented Senior Management Employees, to be updated for Board approval later this evening in this regularly scheduled meeting; and

WHEREAS, for all positions, including senior-level management, the General Manager shall present the salary range to be applicable to any new or revised job classification to the Board for approval and adoption.

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

- 1. The job duties and qualifications for the Finance Director shall be as described in the Job Classification for the Finance Director, effective August 6, 2024; and
- 2. The salary range for the Finance Director is set to \$18,388 to \$22,351 per month, effective August 6, 2024.

\*\*\*\*

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 6th day of
August, 2024, and passed by the following vote:
AYES:
NOES:
ABSENT:
Ann Marie Johnson, President
Ann Marie Somison, President
ATTEST:
Nicole Genzale, District Secretary





Meeting Date: August 6, 2024

<u>TITLE</u>: Approve Resolution for Terms and Conditions, Salary, and Benefits for Unrepresented Management, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Management Employees and Rescind Resolution No. 62-22

#### **RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, the terms and conditions, salary, and benefits for Unrepresented Management, Professional, Technical, Administrative and Confidential Employees, and Unrepresented Senior Management Employees and rescind Resolution No. 62-22.

#### **DISCUSSION:**

The new Finance Director classification, approved by the Board in the previous agenda item, is a senior management level position, and similar to other senior management positions, will not be represented by any formal bargaining unit. As such, the purpose of the recommended Board action is to include the addition of the new Finance Director classification in the terms and conditions of employment, salary, and benefits resolution for the Unrepresented Senior Management Employees (Exhibit B to the resolution). All other terms and conditions, salary, and benefits, remain in effect and unchanged.

The terms and conditions of employment, salary, and benefits for the Unrepresented Management, Professional, Technical, Administrative and Confidential Employees (Exhibit A to the resolution) remain in effect and unchanged.

Originating Depa	artment: Office of	the General Manager	Contact: S. Koehler/M. Gallardo	Legal Review: Not Required	
Financial Review	: Not Required		Cost and Funding Source: N/A		
Attachments:	☐ None	☑ Resolution			
☐ Ordinance ☐ Task Order ☐ Proclamation			22.5	٥-	
☐ Other (see list on right)				33 of 9	95

|--|

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING TERMS AND CONDITIONS, SALARY, AND BENEFITS, FOR UNREPRESENTED MANAGEMENT, PROFESSIONAL, TECHNICAL, ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES, AND UNREPRESENTED SENIOR MANAGEMENT EMPLOYEES AND RESCINDING RESOLUTION NO. 62-22

WHEREAS, by Exhibit "A" to Resolution No. 62-22, the Board of Directors approved the terms and conditions, salary, and benefits for Unrepresented Management, Professional, Technical, Administrative and Confidential Employees, effective December 13, 2021, and revised, effective December 20, 2022, at its regularly scheduled Board meeting on December 20, 2022; and

WHEREAS, by Exhibit "B" to Resolution No. 62-22, the Board of Directors approved the terms and conditions, salary, and benefits for Unrepresented Senior Management Employees, effective December 13, 2021, and revised, effective December 20, 2022, at its regularly scheduled Board meeting on December 20, 2022; and

WHEREAS, there are no proposed changes to the terms and conditions, salary, and benefits for Unrepresented Management, Professional, Technical, Administrative and Confidential Employees; and

WHEREAS, the terms and conditions, salary, and benefits for Unrepresented Senior Management Employees have been amended to include the new Finance Director classification and salary approved by the Board at this regularly scheduled meeting.

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 Management, Professional, Technical, Administrative and Confidential Employees for the period of December 20, 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 Management Employees for the period of August 6, 2024, through December 21, 2025, attached hereto as Exhibit "B," and incorporated by reference herein; and
  - 3. Resolution No. 62-22, 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 6th day of
August, 2024, and passed by the following vote:
AYES:
NOES:
ABSENT:
Ann Marie Johnson, 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

Revised: December 20, 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 31<sup>st</sup> as follows:

- For calendar year 2022, in the event that CPI is less than 3.0% for the twelve-month period ending October 31<sup>st</sup>, 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 31<sup>st</sup>, 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 31<sup>st</sup>, 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 31<sup>st</sup>, 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 twelvemonth period ending October 31<sup>st</sup>, 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 31<sup>st</sup>, 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 <u>Entrance Salary</u>

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 <u>Total Compensation Surveys</u>

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

# 1.5 <u>Compensation Survey Procedures</u>

The basis of compensation will be the sixtieth (60<sup>th</sup>) 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)		D			Cor	E Paid ER ntributions 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 DDSD
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 <u>Temporary Promotions</u>

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) <u>Medical Insurance Premiums</u>

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	Employee + 1	Employee + 2 or
	Only	Dependent	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	Employee + 1	Employee + 2 or
	Only	Dependent	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 Contributi on	
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 <u>Dental</u>

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 <u>Life Insurance</u>

#### (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 <u>Short-Term and Long-Term Disability</u>

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 <u>Vision Care</u>

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	2035
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 Alterative 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 <u>Use</u>

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 <u>Employee Leave Accrual Rate</u>

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

# <u>Unrepresented Non-Exempt Professional, Technical, Administrative and Confidential</u> <u>Employees</u>

Non-exempt Employees						
Voor			Total	Total	Hours	
Year	VAC	FH	Days	Hours	PP	
1	10	5	<b>1</b> 5	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 <u>Leave Sell Back</u>

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 <u>Notification Requirement</u>

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 <u>Physician's Certificate or Other Proof</u>

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 <u>Sick Leave Incentive Program – PERS Credit</u>

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 <u>Bereavement Leave</u>

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 <u>Industrial Disability Leave</u>

#### (a) <u>General</u>

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) <u>Determination of Coverage</u>

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 <u>Leave Without Pay</u>

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

 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 <u>Certificates and Professional Organizations</u>

The District shall pay for any required certificates, including renewal, as set forth in the Unrepresented Employee's job description. For each Unrepresented Employee covered by this Resolution, the District will pay for the Unrepresented Employee's membership in up to two (2) professional/technical organizations related to the employee's classification. The District will also

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

### 15.3 Part-Time

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

# Section 16. Separability of Provisions

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

# Appendix 1

### LIST OF EXEMPT AND NON-EXEMPT POSITIONS

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

Classification (as of 12/13/2021)	Step E Salary as of 12/14/20	New Market Step E Salary as of 12/12/21 (before COLA)
	Monthly	Monthly
Human Resources Analyst II (formerly represented by CEBU)	\$11,902	\$11,982
Human Resources & Risk Manager (formerly represented by MEBU)	\$15,549	\$15,549

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

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

Classification (All formerly represented by CEBU)	•	Salary 2/14/20	New Market Step E Salary as of 12/12/21 (before COLA)	
	Monthly	Hourly	Monthly	Hourly
Administrative Assistant I- Confidential	\$7,480	\$43.1539	\$6,870	\$39.6346
Administrative Assistant I- Confidential (y-rated)	\$7,480	\$43,1539	\$7,480	\$43,1539
Administrative Assistant II- Confidential	\$8,226	\$47.4577	\$7,557	\$43.5981
Administrative Assistant II- Confidential (y-rated)	\$8,226	\$47.4577	\$8,226	\$47.4577
Human Resources Analyst I	\$10,893	\$62.8442	\$10,893	\$62.8442
Human Resources Technician	\$8,768	\$50.5846	\$8,768	\$50.5846

#### Appendix 2

#### SUMMARY AND DEFINITION OF CONFIDENTIAL DESIGNATION

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

#### **DEFINITION**

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

#### **CRITERIA**

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

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

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

#### **CONFIDENTIAL POSITIONS**

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

# **Exhibit B to Resolution No. TBD**

# Salary and Benefits Resolution

For

# **Unrepresented Senior Management Employees**

Original Effective Date: December 13, 2021

Revised: June 21, 2022

Revised: December 20, 2022

Revised: August 6, 2024

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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. <u>COMPENSATION</u>

#### 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 31<sup>st</sup> 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 31<sup>st</sup>, 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<sup>st</sup>, 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%.

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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 31<sup>st</sup> as follows:

- For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31<sup>st</sup>, 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 31<sup>st</sup>, 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 twelvemonth period ending October 31<sup>st</sup>, 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 31<sup>st</sup>, 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) <u>Timing of Increases – Full-Time Employees</u>

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.

<u>Step E</u> upon completion of twelve (12) months' service in Step D, at the discretion of the General Manager.

# (c) <u>Assistant General Manager Annual Merit Increase Adjustment</u>

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.

# (d) <u>Engineering Services Director Step Increase Adjustment</u>

As a result of a department reorganization, and with the approval of the General Manager, the Engineering Services Director shall receive a step increase, from Step C to Step D, effective Jully 11, 2022. Subject to satisfactory performance as Engineering Services Director and accomplishment of goals as assigned by the General Manager, at the discretion of the General Manager, Engineering Services Director shall be eligible to receive a merit increase in base salary on the anniversary date of January 3, 2023.

# 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

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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 PEPRA.

# 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. <u>HEALTH AND WELFARE BENEFITS</u>

#### 3.1 Medical

### a) <u>Health Care Insurance</u>

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) <u>Medical Insurance Premiums</u>

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

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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 Contributi on
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) <u>Employer Contribution for Retiree Medical Insurance Benefits</u>

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.

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# 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) <u>Waiver of Coverage</u>

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.

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### 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. <u>LEAVE BENEFITS</u>

#### 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) <u>Employee Leave Bank Accrual Rate</u>

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

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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 (11th 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) <u>Maximum Leave Bank Accrual</u>

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) <u>Unrepresented Senior Management Employee Leave Bank Sell Back</u>

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

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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) <u>Use of Sick Leave</u>

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.

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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) <u>Determination of Coverage</u>

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

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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) <u>Smart Phone</u>

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) <u>Notebook or Table Computer</u>

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 businessuse 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) <u>Professional Engineer's (PE) License</u>

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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 <u>SEPARATION FROM DISTRICT EMPLOYMENT</u>

#### 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

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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.

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### 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 or 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

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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 as 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			ep Base Sa of 12/13/2	•	
	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			ep Base Sa as of 1/3/22	-	
	Step A	Step B	Step C	Step D	Step E

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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

Classification	5-Step Base Salary as of 12/26/22											
	Step A	Step B	Step C	Step D	Step E							
Administrative Services Director	\$17,933	\$18,829	\$19,770	\$20,759	\$21,797							
Assistant General Manager	\$19,278	\$20,243	\$21,254	\$22,317	\$23,434							
Engineering Services Director	\$17,933	\$18,829	\$19,770	\$20,759	\$21,797							
Operations Director	\$17,933	\$18,829	\$19,770	\$20,759	\$21,797							
Special Assistant to the General Manager	\$15,592	\$16,372	\$17,191	\$18,051	\$18,954							

Classification	5-Step Base Salary as of 8/6/24												
	Step A	Step B	Step C	Step D	Step E								
Administrative Services Director	\$18,388	\$19,307	\$20,272	\$21,286	\$22,351								
Assistant General Manager	\$19,768	\$20,757	\$21,794	\$22,884	\$24,029								
Engineering Services Director	\$18,388	\$19,307	\$20,272	\$21,286	\$22,351								
Finance Director	\$18,388	\$19,307	\$20,272	\$21,286	\$22,351								
Operations Director	\$18,388	\$19,307	\$20,272	\$21,286	\$22,351								
Special Assistant to the General Manager	\$15,988	\$16,788	\$17,628	\$18,509	\$19,435								

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## RESOLUTION NO. 62-22

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, RESCINDING RESOLUTION NO. 7-22, AND INCORPORATING RESOLUTION NO. 31-22

WHEREAS, by Exhibit "A" to Resolution No. 7-22, 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, and revised, effective February 2, 2022, at its regularly scheduled Board meeting on February 1, 2022; and

WHEREAS, by Exhibit "B" to Resolution No. 7-22, 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 February 1, 2022; and

WHEREAS, by Resolution No. 31-22, the Board of Directors revised "Exhibit "B" to Resolution No. 7-22, to update Section 1.3 of Exhibit "B," titled Annual Merit Increase Adjustment; and

WHEREAS, the terms and conditions, salary, and benefits for Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees have been amended to include the Senior Human Resources Analyst classification approved by the General Manager on December 28, 2021 and the Senior Human Resources Analyst salary approved by the Board, by Resolution No. 4-22, during its regularly scheduled meeting on January 18, 2022; and

WHEREAS, the terms and conditions, salary, and benefits for Unrepresented Senior Managers have been amended to incorporate the revised language to Section 1.3, approved by Resolution No. 31-22; and

WHEREAS, the terms and conditions, salary, and benefits for Unrepresented Senior Managers have been amended to include the new Special Assistant to the General Manager classification and salary approved by the Board earlier this evening at this regularly scheduled meeting.

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 the District and Unrepresented Manager, Professional, Technical, Administrative and Confidential Employees for the period of December 20, 2022, through December 21, 2025, attached hereto as Exhibit "A" and incorporated by reference herein; and

- 2. Approve the Salary and Benefits Resolution between the District and Unrepresented Senior Management Employees for the period of December 20, 2022, through December 21, 2025, attached hereto as Exhibit "B" and incorporated by reference herein; and
  - 3. Resolution No. 7-22, attached hereto as Exhibit "C," is hereby rescinded; and
- 4. Section 1.3, Annual Merit Increase Adjustment, as amended in Resolution No. 31-22, attached hereto as Exhibit "D," is hereby incorporated in Exhibit "B."

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 20th day of December, 2022, and passed by the following vote:

AYES:

3 - Directors Richard M. Halket, Arun Goel, Georgean M. Vonheeder-Leopold

NOES:

0

ABSENT: 1 – Director Ann Marie Johnson

Georgean M. Vonheeder-Leopold, President

**ATTEST** 

Nicole Genzale, District Secretary



Meeting Date: August 6, 2024



gulations, Title 2, Section 570.5, Requirement for a

<u>TITLE</u>: 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. 14-24

#### **RECOMMENDATION:**

Staff recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 14-24.

# **DISCUSSION:**

By Resolution No. 14-24, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule, during its regularly scheduled meeting on May 21, 2024. The regulations require that the classification title and salary ranges for all public employee classifications at the District be listed on the publicly available pay schedule and be "duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws." The classifications and corresponding salary ranges listed on the pay schedule are governed by the terms of the Memoranda of Understanding (MOUs), Personal Service Agreements (PSAs), and Salary and Benefits Resolutions for Unrepresented Employees previously approved by the Board.

The pay schedule has been updated to add the salary range for the new Finance Director classification, which was presented to the Board in a separate agenda item this evening.

Originating Dep	artment: Office of	the General Manager	Contact: S. Koehler/M. Gallardo	Legal Review: Not Required	
Financial Review: Not Required			Cost and Funding Source: FYE 2025 Opera	iting Budget	
Attachments:	☐ None	□ Resolution			
☐ Ordinance	□ Task Order	☐ Proclamation			00 (05
☐ Other (see lis	t on right)				83 of 95

RESOLUTION NO
RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PA' SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING RESOLUTION NO. 14-24
WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board
of Directors to approve and adopt all pay schedules; and
WHEREAS, the regulations require that the pay schedule be made public without reference to
another document in disclosure of the pay rate; and
WHEREAS, by Resolution No. 14-24, the Board adopted pay schedule was approved on May 21,
2024; and
WHEREAS, the pay schedule shall be updated to reflect the base salary for the new Finance
Director classification, effective August 6, 2024, approved by the Board earlier this evening in this
regularly scheduled meeting.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON
SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as
follows:
1. The pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached
hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 14-
24, attached as Exhibit "B," is hereby rescinded.
2. The pay schedule approved and adopted by this resolution shall be periodically updated
by the Board of Directors, in accordance with the California Code of Regulations requirements.
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 6th day of
August, 2024, and passed by the following vote:
AYES:
NOES:
ABSENT:

Ann Marie Johnson, President

ATTEST: \_\_\_\_\_\_\_ Nicole Genzale, District Secretary

# DSRSD Pay Schedule Pursuant to CCR Title 2 570.5

Non-Exempt, Hourly Classifications						М	onthly Sala	irv			H	Hourly Pay Rate					
, ,		Cada	Effective Deli	Deceluitan "	C+o ^				Cta:- F								
Job Classification ACCOUNTANT I	Exempt H	2311	Effective Date 12/25/2023		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E			
ACCOUNTING TECHNICIAN I	Н	1311	5/21/2024	67-21	9,003	9,453	9,927	10,423	10,942	51.9404	54.5365	57.2712	60.1327	63.1269			
ACCOUNTING TECHNICIAN II	Н	1311	5/21/2024	13-24	7,273	7,637	8,019 8,820	8,420 9,261	8,841 9,725	41.9596 46.1538	44.0596	46.2635	48.5769	51.0058 56.1058			
ADMINISTRATIVE ASSISTANT I	Н	1611	12/25/2023	13-24 16-22	8,000	8,400	-	•	-		48.4615	50.8846	53.4288				
	Н	1612		16-22	5,970	6,268	6,582	6,911	7,257	34.4423	36.1615	37.9731	39.8712	41.8673			
ADMINISTRATIVE ASSISTANT II	Н	y1612	12/25/2023		6,568	6,897	7,241	7,602	7,982	37.8923	39.7904	41.7750	43.8577	46.0500			
ADMINISTRATIVE ASSISTANT II ( <i>y-rated</i> )  ADMINISTRATIVE ASSISTANT I - CONFIDENTIAL	Н	4611	12/25/2023 12/25/2023	16-22	0	0	0	0 7 257	8,419	0.0000	0.0000	0.0000	0.0000	48.5712			
ADMINISTRATIVE ASSISTANT I - CONFIDENTIAL	Н	4612	12/25/2023	62-22 62-22	6,267 6,896	6,581 7,240	6,910 7,601	7,257 7,982	7,620	36.1558 39.7846	37.9673 41.7692	39.8654 43.8519	41.8673 46.0500	43.9615 48.3519			
CONSTRUCTION INSPECTOR I	Н	1431	12/25/2023	16-22	8,824	9,266	9,728	10,214	8,381 10,725	50.9077	53.4577	56.1231	58.9269	61.8750			
CONSTRUCTION INSPECTOR II	Н	1432	12/25/2023	16-22	9,704	10,189	10,699	11,234	11,796	55.9846	58.7827	61.7250	64.8115	68.0538			
ELECTRICIAN I	Н	1541	12/25/2023	16-22	8,624	9,055	9,509	9,983	10,483	49.7538	52.2404	54.8596	57.5942	60.4788			
ELECTRICIAN II	Н	1542	12/25/2023	16-22	9,488	9,963	10,460	10,983	11,533	54.7385	57.4788	60.3462	63.3635	66.5365			
ENGINEERING/GIS TECHNICIAN I	H	1401	12/25/2023	16-22	8,078	8,482	8,907	9,353	9,820	46.6038	48.9346	51.3865	53.9596	56.6538			
ENGINEERING/GIS TECHNICIAN II	Н	1401	12/25/2023	16-22	8,888	9,333	9,801	10,290	10,804	51.2769	53.8442	56.5442	59.3654	62.3308			
ENVIRONMENTAL CHEMIST I	Н	2571	12/25/2023	67-21	9,280	9,743	10,230	10,290	11,279	53.5385	56.2096	59.0192	61.9904	65.0712			
ENVIRONMENTAL COMPLIANCE INSPECTOR I (CLEAN WATER)	Н	1421	12/25/2023	16-22	7,886	8,281	8,694	9,129	9,586	45.4962	47.7750	50.1577	52.6673	55.3038			
ENVIRONMENTAL COMPLIANCE INSPECTOR II (CLEAN WATER)	Н	1422	12/25/2023	16-22	8,674	9,109	9,564	10,042	10,543	50.0423	52.5519	55.1769	57.9346	60.8250			
ENVIRONMENTAL COMPLIANCE INSPECTOR I (PRETREATMENT)	Н	1561	12/25/2023	16-22	8,539	8,965	9,413	9,884	10,377	49.2635	51.7212	54.3058	57.0231	59.8673			
ENVIRONMENTAL COMPLIANCE INSPECTOR II (PRETREATMENT)	Н	1562	12/25/2023	16-22	9,393	9,862	10,354	10,872	11,416	54.1904	56.8962	59.7346	62.7231	65.8615			
ENVIRONMENTAL HEALTH & SAFETY TECHNICIAN	h	1582	12/25/2023	16-22	8,000	8,400	8,820	9,261	9,725	46.1538	48.4615	50.8846	53.4288	56.1058			
HUMAN RESOURCES ANALYST I	Н	4331	12/25/2023	62-22	9,938	10,434	10,955	11,506	12,081	57.3346	60.1962	63.2019	66.3808	69.6981			
HUMAN RESOURCES TECHNICIAN	Н	4342	12/25/2023	62-22	8,000	8,400	8,820	9,261	9,725	46.1538	48.4615	50.8846	53.4288	56.1058			
INFORMATION TECHNOLOGY ANALYST I	Н	2371	12/25/2023	67-21	10,625	11,152	11,711	12,298	12,912	61.2981	64.3385	67.5635	70.9500	74.4923			
INFORMATION TECHNOLOGY TECHNICIAN I	Н	1371	12/25/2023	16-22	7,704	8,088	8,493	8,917	9,363	44.4462	46.6615	48.9981	51.4442	54.0173			
INFORMATION TECHNOLOGY TECHNICIAN II	Н	1372	12/25/2023	16-22	8,474	8,897	9,341	9,809	10,299	48.8885	51.3288	53.8904	56.5904	59.4173			
INSTRUMENTATION AND CONTROLS TECHNICIAN I	Н	1551	12/25/2023	16-22	9,306	9,770	10,259	10,772	11,310	53.6885	56.3654	59.1865	62.1462	65.2500			
INSTRUMENTATION AND CONTROLS TECHNICIAN II	Н	1552	12/25/2023	16-22	10,236	10,747	11,285	11,848	12,442	59.0538	62.0019	65.1058	68.3538	71.7808			
INSTRUMENTATION, CONTROLS, AND ELECTRICAL SUPERVISOR	Н	3555	12/25/2023	54-21	13,511	14,186	14,896	15,641	16,423	77.9481	81.8423	85.9385	90.2365	94.7481			
JUNIOR ENGINEER	Н	2400	12/25/2023	67-21	9,869	10,361	10,881	11,421	11,994	56.9365	59.7750	62.7750	65.8904	69.1962			
LABORATORY TECHNICIAN	Н	1572	12/25/2023	16-22	8,082	8,486	8,911	9,357	9,825	46.6269	48.9577	51.4096	53.9827	56.6827			
LABORER - TEMPORARY/RA	Н	9600	6/5/2018	28-18	0	0	3,987	4,160	4,334	0.0000	0.0000	23.0000	24.0000	25.0000			
MAINTENANCE WORKER I	Н	1601	12/25/2023	16-22	6,849	7,191	7,550	7,927	8,324	39.5135	41.4865	43.5577	45.7327	48.0231			
MAINTENANCE WORKER II	Н	1602	12/25/2023	16-22	7,535	7,911	8,307	8,721	9,157	43.4712	45.6404	47.9250	50.3135	52.8288			
MANAGEMENT ANALYST I	Н	2611	12/25/2023	67-21	9,435	9,906	10,401	10,922	11,467	54.4327	57.1500	60.0058	63.0115	66.1558			
MECHANIC I	Н	1531	12/25/2023	16-22	7,930	8,327	8,744	9,180	9,640	45.7500	48.0404	50.4462	52.9615	55.6154			
MECHANIC II	Н	1532	12/25/2023	16-22	8,724	9,161	9,618	10,099	10,604	50.3308	52.8519	55.4885	58.2635	61.1769			
MECHANIC II (CRANE CERTIFIED)	Н	1533	12/25/2023	16-22	8,943	9,390	9,859	10,351	10,869	51.5942	54.1731	56.8788	59.7173	62.7058			
MECHANICAL SUPERVISOR	Н	3535	12/25/2023	54-21	11,436	12,007	12,609	13,243	13,899	65.9769	69.2712	72.7442	76.4019	80.1865			
OPERATIONS STOREKEEPER	Н	1502	12/25/2023	16-22	7,994	8,394	8,813	9,254	9,718	46.1192	48.4269	50.8442	53.3885	56.0654			
OPERATOR-IN-TRAINING	Н	1520	12/25/2023	16-22	6,759	7,097	7,453	7,824	8,216	38.9942	40.9442	42.9981	45.1385	47.4000			
SENIOR ELECTRICIAN	Н	1544	12/25/2023	16-22	10,437	10,958	11,507	12,082	12,686	60.2135	63.2192	66.3865	69.7038	73.1885			
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR	Н	1564	12/25/2023	16-22	10,333	10,849	11,391	11,961	12,559	59.6135	62.5904	65.7173	69.0058	72.4558			
SENIOR INSTRUMENTATION AND CONTROLS TECHNICIAN	Н	1554	12/25/2023	16-22	11,260	11,823	12,415	13,035	13,686	64.9615	68.2096	71.6250	75.2019	78.9577			
SENIOR MECHANIC	Н	1534	12/25/2023	16-22	9,598	10,078	10,581	11,110	11,666	55.3731	58.1423	61.0442	64.0962	67.3038			
SENIOR MECHANIC (CRANE CERTIFIED)	Н	1535	12/25/2023	16-22	9,838	10,329	10,846	11,387	11,956	56.7577	59.5904	62.5731	65.6942	68.9769			
SENIOR PROCESS WASTEWATER TREATMENT PLANT OPERATOR	Н	1524	12/25/2023	16-22	10,371	10,889	11,434	12,005	12,606	59.8327	62.8212	65.9654	69.2596	72.7269			
SENIOR UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE	Н	1354	12/25/2023	16-22	8,090	8,495	8,920	9,365	9,834	46.6731	49.0096	51.4615	54.028	5 6F 73 56			

# DSRSD Pay Schedule Pursuant to CCR Title 2 570.5

SENIOR WASTEWATER TREATMENT PLANT OPERATOR	Н	1523	12/25/2023	16-22	9,408	9,879	10,372	10,890	11,435	54.2769	56.9942	59.8385	62.8269	65.9712
SENIOR WATER/WASTEWATER SYSTEMS OPERATOR	Н	1514	12/25/2023	16-22	10,273	10,788	11,328	11,894	12,488	59.2673	62.2385	65.3538	68.6192	72.0462
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN I	Н	1361	12/25/2023	16-22	6,686	7,019	7,370	7,739	8,126	38.5731	40.4942	42.5192	44.6481	46.8808
UTILITY BILLING AND CUSTOMER SERVICES FIELD TECHNICIAN II	Н	1362	12/25/2023	16-22	7,354	7,722	8,108	8,513	8,938	42.4269	44.5500	46.7769	49.1135	51.5654
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE I	Η	1351	12/25/2023	16-22	5,840	6,132	6,437	6,760	7,098	33.6923	35.3769	37.1365	39.0000	40.9500
UTILITY BILLING AND CUSTOMER SERVICES REPRESENTATIVE II	Н	1352	12/25/2023	16-22	6,424	6,745	7,082	7,436	7,808	37.0615	38.9135	40.8577	42.9000	45.0462
WASTEWATER TREATMENT PLANT OPERATOR I	Η	1521	12/25/2023	16-22	7,775	8,162	8,570	9,000	9,449	44.8558	47.0885	49.4423	51.9231	54.5135
WASTEWATER TREATMENT PLANT OPERATOR II	Н	1522	12/25/2023	16-22	8,553	8,980	9,430	9,900	10,396	49.3442	51.8077	54.4038	57.1154	59.9769
WASTEWATER TREATMENT PLANT SUPERVISOR	Η	3525	12/25/2023	54-21	12,275	12,888	13,533	14,209	14,921	70.8173	74.3538	78.0750	81.9750	86.0827
WATER/WASTEWATER SYSTEMS OPERATOR I	Н	1511	12/25/2023	16-22	8,284	8,697	9,133	9,590	10,069	47.7923	50.1750	52.6904	55.3269	58.0904
WATER/WASTEWATER SYSTEMS OPERATOR II	Η	1512	12/25/2023	16-22	9,112	9,567	10,046	10,548	11,075	52.5692	55.1942	57.9577	60.8538	63.8942
WATER/WASTEWATER SYSTEMS OPERATOR II (ON CALL)	Н	1513	12/25/2023	16-22	9,339	9,807	10,297	10,813	11,353	53.8788	56.5788	59.4058	62.3827	65.4981
WATER/WASTEWATER SYSTEMS SUPERVISOR	Н	3515	12/25/2023	54-21	12,329	12,947	13,594	14,274	14,987	71.1288	74.6942	78.4269	82.3500	86.4635

Exempt Classifications						M	onthly Sala	ary			Bi-V	Veekly Pay F	late	
Job Classification	Exempt	Code	Effective Date	Resolution #	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT II	S	2312	12/25/2023	67-21	9,902	10,398	10,918	11,464	12,036	4570.15	4799.08	5039.08	5291.08	5555.08
ADMINISTRATIVE SERVICES DIRECTOR	S	5307	12/25/2023	62-22	18,388	19,307	20,272	21,286	22,351	8486.77	8910.92	9356.31	9824.31	10315.85
ASSISTANT ENGINEER	S	2401	12/25/2023	67-21	10,855	11,398	11,967	12,565	13,194	5010.00	5260.62	5523.23	5799.23	6089.54
ASSISTANT GENERAL MANAGER	S	5118	12/25/2023	62-22	19,768	20,757	21,794	22,884	24,029	9123.69	9580.15	10058.77	10561.85	11090.31
ASSOCIATE ENGINEER	S	2402	12/25/2023	67-21	12,482	13,107	13,762	14,450	15,173	5760.92	6049.38	6351.69	6669.23	7002.92
CLEAN WATER PROGRAMS ADMINISTRATOR	S	2422	12/25/2023	67-21	11,673	12,257	12,870	13,513	14,188	5387.54	5657.08	5940.00	6236.77	6548.31
ENGINEERING SERVICES DIRECTOR	S	5407	12/25/2023	62-22	18,388	19,307	20,272	21,286	22,351	8486.77	8910.92	9356.31	9824.31	10315.85
ENVIRONMENTAL CHEMIST II	S	2572	12/25/2023	67-21	10,207	10,717	11,253	11,816	12,406	4710.92	4946.31	5193.69	5453.54	5725.85
ENVIRONMENTAL HEALTH AND SAFETY PROGRAMS ADMINISTRATOR	S	2582	12/25/2023	67-21	11,442	12,014	12,613	13,246	13,908	5280.92	5544.92	5821.38	6113.54	6419.08
EXECUTIVE SERVICES SUPERVISOR	S	3385	12/25/2023	54-21	12,960	13,608	14,289	15,004	15,753	5981.54	6280.62	6594.92	6924.92	7270.62
FINANCE DIRECTOR	S	5327	8/6/2024	TBD	18,388	19,307	20,272	21,286	22,351	8486.77	8910.92	9356.31	9824.31	10315.85
FINANCE SUPERVISOR	S	3325	12/25/2023	54-21	12,768	13,407	14,078	14,781	15,520	5892.92	6187.85	6497.54	6822.00	7163.08
FINANCIAL ANALYST	S	2322	12/25/2023	67-21	11,145	11,702	12,288	12,902	13,546	5143.85	5400.92	5671.38	5954.77	6252.00
FINANCIAL SERVICES MANAGER	S	3326	12/25/2023	54-21	15,325	16,089	16,893	17,739	18,624	7073.08	7425.69	7796.77	8187.23	8595.69
GENERAL MANAGER	S	6118	12/23/2023	45-23	0	0	0	0	26,760	0.0000	0.0000	0.0000	0.0000	12350.77
GIS ANALYST	S	2412	12/25/2023	67-21	11,374	11,944	12,539	13,166	13,826	5249.54	5512.62	5787.23	6076.62	6381.23
HUMAN RESOURCES ANALYST II	S	4335	12/25/2023	62-22	10,932	11,479	12,054	12,655	13,288	5045.54	5298.00	5563.38	5840.77	6132.92
HUMAN RESOURCES AND RISK MANAGER	S	4336	12/25/2023	62-22	14,187	14,898	15,641	16,423	17,245	6547.85	6876.00	7218.92	7579.85	7959.23
INFORMATION TECHNOLOGY ANALYST II	S	2372	12/25/2023	67-21	11,684	12,269	12,882	13,526	14,203	5392.62	5662.62	5945.54	6242.77	6555.23
INFORMATION TECHNOLOGY MANAGER	S	3376	12/25/2023	54-21	15,256	16,018	16,820	17,664	18,547	7041.23	7392.92	7763.08	8152.62	8560.15
LABORATORY AND ENVIRONMENTAL COMPLIANCE MANAGER	S	3576	12/25/2023	54-21	13,175	13,834	14,527	15,251	16,016	6080.77	6384.92	6704.77	7038.92	7392.00
LABORATORY SUPERVISOR	S	3575	12/25/2023	54-21	11,738	12,324	12,941	13,588	14,267	5417.54	5688.00	5972.77	6271.38	6584.77
MANAGEMENT ANALYST II	S	2612	12/25/2023	67-21	10,377	10,897	11,441	12,014	12,613	4789.38	5029.38	5280.46	5544.92	5821.38
MECHANICAL SUPERINTENDENT	S	3536	12/25/2023	54-21	13,723	14,409	15,131	15,887	16,681	6333.69	6650.31	6983.54	7332.46	7698.92
OPERATIONS COMPLIANCE MANAGER	S	3596	12/25/2023	54-21	15,141	15,898	16,694	17,528	18,405	6988.15	7337.54	7704.92	8089.85	8494.62
OPERATIONS DIRECTOR	S	5507	12/25/2023	62-22	18,388	19,307	20,272	21,286	22,351	8486.77	8910.92	9356.31	9824.31	10315.85
PRETREATMENT PROGRAMS ADMINISTRATOR	S	2562	12/25/2023	67-21	10,801	11,340	11,908	12,503	13,127	4985.08	5233.85	5496.00	5770.62	6058.62
PRINCIPAL ELECTRICAL ENGINEER	S	3546	12/25/2023	54-21	15,834	16,625	17,455	18,328	19,246	7308.00	7673.08	8056.15	8459.08	8882.77
PRINCIPAL ENGINEER	S	3406	12/25/2023	54-21	15,834	16,625	17,455	18,328	19,246	7308.00	7673.08	8056.15	8459.08	8882.77
PRINCIPAL WATER/WASTEWATER SYSTEMS ENGINEER	S	3506	12/25/2023	54-21	15,834	16,625	17,455	18,328	19,246	7308.00	7673.08	8056.15	8459.08	8882.77
PUBLIC AFFAIRS PROGRAM ADMINISTRATOR	S	2142	12/25/2023	67-21	11,481	12,056	12,659	13,291	13,956	5298.92	5564.31	5842.62	6134.31	6441.23
PUBLIC AFFAIRS SPECIALIST	S	2122	12/25/2023	67-21	10,318	10,833	11,376	11,945	12,542	4762.15	4999.85	5250.46	5513.08	5788.62

# DSRSD Pay Schedule Pursuant to CCR Title 2 570.5

PUBLIC AFFAIRS SUPERVISOR	S	3125	12/25/2023	54-21	13,133	13,789	14,480	15,205	15,965	6061.38	6364.15	6683.08	7017.69	7368.46
SENIOR ENGINEER	S	3405	12/25/2023	54-21	14,032	14,734	15,470	16,243	17,055	6476.31	6800.31	7140.00	7496.77	7871.54
SENIOR ENVIRONMENTAL CHEMIST	S	2574	12/25/2023	67-21	11,229	11,790	12,380	12,999	13,648	5182.62	5441.54	5713.85	5999.54	6299.08
SENIOR HUMAN RESOURCES ANALYST	S	4334	12/25/2023	62-22	12,025	12,627	13,257	13,921	14,617	5550.00	5827.85	6118.62	6425.08	6746.31
SENIOR INFORMATION TECHNOLOGY ANALYST	S	2374	12/25/2023	67-21	12,852	13,495	14,170	14,879	15,623	5931.69	6228.46	6540.00	6867.23	7210.62
SENIOR MANAGEMENT ANALYST	S	2614	12/25/2023	67-21	11,415	11,986	12,585	13,214	13,875	5268.46	5532.00	5808.46	6098.77	6403.85
SENIOR QUALITY ASSURANCE CHEMIST	S	2564	12/25/2023	67-21	11,229	11,790	12,380	12,999	13,648	5182.62	5441.54	5713.85	5999.54	6299.08
SPECIAL ASSISTANT TO THE GENERAL MANAGER	S	5107	12/25/2023	62-22	15,988	16,788	17,628	18,509	19,435	7379.08	7748.31	8136.00	8542.62	8970.00
VISUAL COMMUNICATIONS SPECIALIST	S	2132	12/25/2023	67-21	10,318	10,833	11,376	11,945	12,542	4762.15	4999.85	5250.46	5513.08	5788.62
WASTEWATER TREATMENT PLANT OPERATIONS SUPERINTENDENT	S	3526	12/25/2023	54-21	15,543	16,320	17,136	17,994	18,893	7173.69	7532.31	7908.92	8304.92	8719.85
WATER/WASTEWATER SYSTEMS SUPERINTENDENT	S	3516	12/25/2023	54-21	14,798	15,537	16,313	17,128	17,986	6829.85	7170.92	7529.08	7905.23	8301.23

Exhibit B

### **RESOLUTION NO. 14-24**

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND **RESCINDING RESOLUTION NO. 47-23** 

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

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

WHEREAS, by Resolution No. 47-23, the Board adopted pay schedule was approved on December 5, 2023; and

WHEREAS, the pay schedule shall be updated to reflect the revised base salary for the Accounting Technician I/II classifications, effective May 21, 2024, approved by the Board earlier this evening in this regularly scheduled meeting.

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

- 1. The pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" and attached hereto and incorporated herein by reference, is hereby approved and adopted, and Resolution No. 47-23, attached as Exhibit "B," is hereby rescinded.
- 2. The pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

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 21st day of May, 2024, and passed by the following vote:

AYES:

4 - Directors Georgean M. Vonheeder-Leopold, Richard M. Halket, Arun Goel, Ann Marie Johnson

NOES:

0

ABSENT: 1 – Director Dinesh Govindarao

Ann Marie Johnson, President

Nicole Genzale, District Secretary





Meeting Date: August 6, 2024

<u>TITLE</u>: Approve Health Insurance Maximum Contribution for Calendar Year 2025 for Stationary Engineers, Local 39; International Federation of Professional and Technical Employees, Local 21; Mid-Management Employees' Bargaining Unit; Unrepresented Employees; and General Manager

### **RECOMMENDATION:**

Staff recommends the Board of Directors, approve, by Resolution, a health insurance premium maximum contribution for the period of January 1, 2025, to December 31, 2025, for Stationary Engineers, Local 39 (Local 39); International Federation of Professional and Technical Employees, Local 21 (Local 21); Mid-Management Employees' Bargaining Unit (MEBU); Unrepresented Management, Professional, Technical, Administrative and Confidential Employees; Unrepresented Senior Management Employees; and General Manager.

### **DISCUSSION:**

In July 2024, the California Public Employees' Retirement System (CalPERS) notified contracting agencies of health premium rate changes to take effect on January 1, 2025. In accordance with contractual requirements of labor agreements (Memoranda of Understanding [MOUs]), the Salary and Benefits Resolutions for Unrepresented Employees, and the General Manager's Personal Services Agreement, and Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), the District agreed to cost sharing of annual health insurance increases. As such, the District's Board of Directors is required to adopt a resolution to revise the employer (District) contribution towards health insurance premiums for employees and non-vested retired annuitants. A copy of the resolution must be sent to CalPERS no later than November 30, 2024, for an effective date of January 1, 2025.

In accordance with the cost sharing formula specified in the Local 39, Local 21, and MEBU MOUs, and the Board resolutions for salary and benefits for Unrepresented Employees, the District's maximum monthly contribution rate for health insurance premiums for calendar year 2025 will increase by approximately eight percent (8%) over the calendar year 2024 contribution rate. Effective January 1, 2025, the District's maximum monthly contribution for all employees, including non-vested retirees, will increase as follows:

Coverage Level	CY 2024	CY 2025
Employee Only:	\$954	\$1,034
Employee + One:	\$1,907	\$2,067
Employee + Family:	\$2,480	\$2,687

Based on current enrollment levels, the District's estimated annual cost in calendar year 2025 for active employee health insurance is \$3.3 million dollars and is within the adopted operating budget for fiscal year ending (FYE) 2025. Under the terms of the MOUs and resolutions, the employee contribution towards medical insurance will also increase. For example, an employee with family coverage on the Kaiser HMO plan will see an increase in their monthly contribution from \$175.67 per month in 2024, to \$206.54 per month in 2025.

The District has fully complied with any and all applicable provisions of Government Code Section 7507 and has met compliance requirements under the Patient Protection and Affordable Care Act (PPACA). CalPERS requires that the District submit a separate resolution for each of the District's two health contract accounts, one for employees and retired annuitants and another for Boardmembers and annuitants. This item addresses the Employee health contract account (PEMHCA CalPERS Health Contract) and a companion item on tonight's agenda addresses the Boardmember health contract account (PEMHCA Non-CalPERS Health Contract).

Originating Department: Office of the General Manager		Contact: S. Koehler/M. Gallardo Legal Review: Not Required			
Financial Review: Not Required		Cost and Funding Source: FYE 2025 Opera	ating Budget		
Attachments:	☐ None	□ Resolution			
☐ Ordinance	□ Task Order	☐ Proclamation			00 (05
☐ Other (see list on right)				89 of 95	

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR STATIONARY ENGINEERS, LOCAL 39; INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 21; MIDMANAGEMENT EMPLOYEES' BARGAINING UNIT; UNREPRESENTED EMPLOYEES; AND GENERAL MANAGER

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

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

WHEREAS, the International Federation of Professional and Technical Employees, Local 21 ("Local 21"), the Mid-Management Employees Bargaining Unit ("MEBU"), and the Stationary Engineers, Local 39 ("Local 39") have met in good faith and agreed to labor contracts effective December 13, 2021, through December 21, 2025; and

WHEREAS, the Salary and Benefits Resolutions effective December 13, 2021, for Unrepresented Senior Management employees, and Unrepresented Management, Professional, Technical, Administrative, and Confidential employees include provisions for monthly health benefit contributions through calendar year 2025; and

WHEREAS, the General Manager has a Personal Services Agreement in place by Resolution No. 45-23 which includes a provision for monthly health benefit contributions through calendar year 2025; and

WHEREAS, the specific language of these labor and employment agreements establishes the employer's monthly health benefit contribution effective January 1, 2025.

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

1. The employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of the employee's enrollment, including the enrollment of eligible family

members, in a health benefit plan or plans, effective on January 1, 2025, up to a maximum of the following, plus administrative fees and Contingency Reserve Fund assessments:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
002 Mid-Management Monthly	\$1,034	\$2,067	\$2,687
003 Unrepresented Senior Management Monthly	\$1,034	\$2,067	\$2,687
004 Unrepresented Management, Professional, Technical, Administrative, and Confidential Monthly	\$1,034	\$2,067	\$2,687
005 Local 39 Monthly	\$1,034	\$2,067	\$2,687
011 Local 21 Monthly	\$1,034	\$2,067	\$2,687
013 General Manager Monthly	\$1,034	\$2,067	\$2,687
007 Mid-Management Hourly	\$517	\$1,033.50	\$1,343.50
008 Unrepresented Senior Management Hourly	\$517	\$1,033.50	\$1,343.50
009 Unrepresented Management, Professional, Technical, Administrative, and Confidential Hourly	\$517	\$1,033.50	\$1,343.50
010 Local 39 Hourly	\$517	\$1,033.50	\$1,343.50
012 Local 21 Hourly	\$517	\$1,033.50	\$1,343.50

- 2. Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.
- 3. The participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Dublin San Ramon Services District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees' Retirement System (CalPERS) may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
- 4. The executive body hereby appoints and directs Nicole Genzale, District Secretary, to file with CalPERS a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

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ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the ate of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 6th day of
ugust, 2024, and passed by the following vote:
AYES:
NOES:
ABSENT:
Ann Marie Johnson, President
TTEST:
Nicole Genzale, District Secretary



Meeting Date: August 6, 2024

TITLE: Approve Health Insurance Maximum Contribution for Calendar Year 2025 for Board of Directors

### **RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, a health insurance premium maximum contribution effective January 1, 2025, for active and retired annuitant Boardmembers equal to the active employee health insurance premium maximum contribution, in accordance with Resolution No. 35-19.

### **DISCUSSION:**

In July 2024, the California Public Employees' Retirement System (CalPERS) notified contracting agencies of medical premium increases effective January 1, 2025. The Board sets, by resolution, the employer (District) health insurance premium maximum contribution amount for all District employees in accordance with the terms of existing labor agreements (Memoranda of Understanding), the applicable salary and benefits resolutions for Unrepresented Employees, and the Personal Services Agreement for the General Manager. In accordance with the provisions of these existing labor agreements and Board resolutions for salary and benefits, the employer share of the health premium maximum contribution for all employees for calendar year 2025 will increase. As such, a resolution to set the calendar year 2025 employer health insurance maximum contribution rates for all employees is considered separately at this evening's Board meeting.

In accordance with Resolution No. 35-19, the Board shall set, by resolution, the employer health insurance premium maximum monthly contribution to be equal to the District's monthly health insurance contribution for active employees, provided the maximum contribution amounts for active employees in all bargaining groups are equal. For calendar year 2025, the maximum monthly health benefit contribution amounts for all active employees in all bargaining groups are equal.

Since CalPERS requires a resolution of the Board to make changes to the employer maximum contribution for health insurance premiums, staff is recommending the Board adopt a resolution to set the maximum monthly employer contribution rates for active and retired annuitant Boardmembers' health insurance premiums to be the same as active employees as follows:

Coverage Level	CY 2024	CY 2025
Employee Only:	\$954	\$1,034
Employee + One:	\$1,907	\$2,067
Employee + Family:	\$2,480	\$2,687

CalPERS requires that the District submit a separate resolution for each District health contract account. Thus, this item addresses the Boardmember health contract account (Public Employees' Medical & Hospital Care Act [PEMHCA] Non-CalPERS Health Contract).

Originating Department: Office of the General Manager		Contact: S. Koehler/M. Gallardo Legal Review: Not Required			
Financial Review: Not Required		Cost and Funding Source: FYE 2025 Operating Budget			
Attachments:	☐ None	□ Resolution			
☐ Ordinance	□ Task Order	☐ Proclamation			00 (05
☐ Other (see list on right)				93 of 95	

RESOLUTION NO.	

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

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

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

WHEREAS, in accordance with Board Resolution No. 35-19, the Board of Directors' monthly health benefit contribution amounts are set equal to the monthly health benefit contribution amounts for active employees, provided the contribution amounts for all active employees in all bargaining groups are equal; and

WHEREAS, the Board of Directors' monthly health benefit contribution amounts are set annually by resolution if the contribution amounts for all active employees in all bargaining groups are not equal.

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

1. The employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of their enrollment, including the enrollment of family members, in a health benefits plan or plans, effective January 1, 2025, up to a maximum of the following, plus administrative fees and Contingency Reserve Fund assessments:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
700 Board of Directors (NPERS)	\$1,034	\$2,067	\$2,687

- 2. Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.
- 3. The participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an "agency or instrumentality of the state or political

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

4. The executive body hereby appoints and directs Nicole Genzale, District Secretary, to file with CalPERS a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

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 6th day of August, 2024, and passed by the following vote:

ATTEST: Nicole Genzale, District Secretary	
	Ann Marie Johnson, President
ABSENT:	
NOES:	
AYES:	
AYES:	