

Salary and Benefits Resolution

For

Unrepresented Senior Management Employees

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

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

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

Section 1. COMPENSATION

1.1 Initial Base Salary

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

1.2 Annual Cost of Living Base Salary Adjustments

Subject to satisfactory performance as determined by the General Manager, Unrepresented Senior Management Employee’s base salary shall be adjusted as follows:

Effective on the later of either: (1) the first day of the first pay period of calendar year 2026; or (2) the first day of the first pay period following Board approval of this Salary and Benefits Resolution, the salary schedule for all Unrepresented Senior Management classifications will be increased by 2.5%.

Effective on the first day of the first pay period of calendar year 2027, the salary schedule for all Unrepresented Senior Management classifications will be increased by 3.0%.

Effective on the first day of the first pay period of calendar year 2028, the salary schedule for all Unrepresented Senior Management classifications will be increased by 3.0%.

Effective on the first day of the first pay period of calendar year 2029, the salary schedule for all Unrepresented Senior Management classifications will be increased by 3.5%.

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

1.3 Annual Merit Increase Adjustment

(a) No Automatic Step Increase

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

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, an Unrepresented senior management employee shall receive said increases in salary at the discretion of the General Manager on the employee's anniversary date according to the following plan:

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

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 2025 through 2029, the District will contribute on behalf of each Unrepresented Senior Management Employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the Unrepresented Senior Management Employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

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

Section 2. RETIREMENT PLAN

2.1 Retirement Program

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

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan. Classic members contribute eight percent (8%) of the employee CalPERS contribution.

"New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRRA.

2.2 Program Revisions

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

Section 3. HEALTH AND WELFARE BENEFITS

3.1 Medical

a) Health Care Insurance

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

b) Medical Insurance Premiums

The District shall pay Unrepresented Senior Management Employees medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents). The District's maximum contribution below includes the minimum employer contribution, as established annually by CalPERS.

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.

Effective on February 1, 2026, the District's maximum monthly contribution for health insurance premiums will be as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
2026 District Maximum Monthly Contribution	\$1,141	\$2,282	\$2,966
2027 District Maximum Monthly Contribution	\$1,209	\$2,419	\$3,144
2028 Maximum Monthly Contribution	\$1,282	\$2,564	\$3,333
2029 District Maximum Monthly Contribution	\$1,359	\$2,718	\$3,533

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.

c) Retiree Medical

(1) Employees Hired on or After March 1, 2004 and Before February 1, 2026

The District shall provide health care (medical) insurance to each qualified Unrepresented Senior Management employee that retires from the District and meets all eligibility requirements, in accordance with the Vesting Program as described below. All Unrepresented Senior Management employees hired after March 1, 2004 and before February 1, 2026 (or before March 1, 2004 and who elected to be subject to the Vesting Program) shall be enrolled in the Vesting Program. Any employee promoted into Unrepresented Senior Management who has previously elected to vest under their prior Local 39, Local 21, or MEBU MOU, or Unrepresented Management, Professional, Technical, Administrative, and Confidential Salary and Benefits Resolution shall vest under the Vesting Program as described below.

The District shall provide an eligible annuitant with a contribution to post-retirement health benefits in an amount that is consistent with Government Code Section 22893 (“Vesting Program”), which is summarized below.

- a. The percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency shall, except as provided in subdivision “b”, be based on the member’s completed years of credited CalPERS service at retirement as shown in the following table:

Credited Years	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%

18	90%
19	95%
20 or more	100%

This subdivision shall apply only to employees who retire from District service. The application of this subdivision to those employees shall be subject to the following provisions:

1. The employer's contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer's contribution for each annuitant, including enrollment of eligible dependents, shall not be more than one hundred percent (100%) of the premium applicable to the annuitant, nor less than an amount equal to the 100/90 formula contribution as established by CalPERS.
 2. The credited service of any employee for the purposes of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that not less than five (5) years of that service shall be performed entirely with the District.
- b. Notwithstanding subdivision "a", the contribution payable by an employer subject to this section shall be equal to one hundred percent (100%) of the amount established pursuant to paragraph "1" of subdivision "a" on behalf of any annuitant who either:
1. Retired for disability.
 2. Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, any contribution payable to an annuitant by any other employer under this part.

(2) Employees Hired on or After February 1, 2026

The District shall provide a contribution towards health care (medical) insurance to each Unrepresented Senior Management employee who retires from District service and who meets all eligibility requirements as a District "annuitant" as determined by CalPERS for purposes of participating in District sponsored health insurance programs. The District's monthly contribution towards an annuitant's benefit shall be in an amount equal to the minimum employer contribution, as established annually by CalPERS.

If an employee retires from District service with at least 15 years of total District service, the District will provide the annuitant with a supplemental contribution (reimbursement) for the cost of the premiums for CalPERS health plan in which the employee is enrolled. The amount of any supplemental contribution will be equal to the difference between 90% of the premium for the plan in which the annuitant is enrolled at annuitant-only coverage and the minimum employer contribution. However, in no circumstance will the maximum supplemental contribution provided be greater than 90% of the premium for the least expensive Region 1 Kaiser plan at annuitant only coverage, less the minimum employer contribution established by CalPERS. If the annuitant is Medicare eligible, the amount of any supplemental contribution will be no

greater than 90% of the premium for annuitant only coverage for the least expensive Region 1 Kaiser Medicare Advantage plan, less the minimum employer contribution established by CalPERS. Upon death of the employee, the District's obligation to provide a supplemental contribution will cease.

EXAMPLES:

Non-Medicare eligible annuitant

2026 CalPERS Plan	Plan Premium	90% of Plan Premium	2026 Minimum Employer Contribution	Supplemental Contribution
Kaiser Basic (Annuitant Only)	\$1,168.86	\$1,051.97	\$162	\$889.97

2026 CalPERS Plan	Plan Premium	90% of Plan Premium	2026 Minimum Employer Contribution	Supplemental Contribution
PERS Gold Basic (Annuitant Only)	\$1,120.58	\$1,008.52	\$162	\$846.52

Medicare eligible annuitant

2026 CalPERS Plan	Plan Premium	90% of Plan Premium	2026 Minimum Employer Contribution	Supplemental Contribution
Kaiser Senior Advantage (Annuitant Only)	\$356.83	\$321.15	\$162	\$159.15

If an employee retires from District service with at least 20 years of total District service, the District will provide the annuitant with a supplemental contribution towards the CalPERS plan in which the employee is enrolled. The maximum supplemental contribution provided will be no greater than 90% of the premium for the least expensive Region 1 Kaiser plan at either annuitant only or annuitant + 1 eligible dependent coverage (depending on the annuitant's level of coverage), less the minimum employer contribution established by CalPERS. If the annuitant is Medicare eligible, the amount of any supplemental contribution will be no greater than 90% of the premium for annuitant +1 eligible dependent coverage (depending on the annuitant's level of coverage) for the least expensive Region 1 Kaiser Medicare Advantage plan, less the minimum employer contribution established by CalPERS. Upon death of the employee or if the employee is not eligible to participate in a plan at annuitant + 1 eligible dependent coverage, any supplemental benefit will be reduced to the one-party rate.

EXAMPLES:

Non-Medicare eligible annuitant + 1 eligible dependent

2026 CalPERS Plan	Plan Premium	90% of Plan Premium	2026 Minimum Employer Contribution	Supplemental Contribution
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			Contribution	
Kaiser Basic (Annuitant +1 Only)	\$2,337.72	\$2,103.95	\$162	\$1941.95

Medicare eligible annuitant + 1 eligible dependent

2026 CalPERS Plan	Plan Premium	90% of Plan Premium	2026 Minimum Employer Contribution	Supplemental Contribution
Kaiser Senior Advantage (Annuitant +1 Only)	\$713.66	\$642.29	\$162	\$480.29

d) Changes to the Law

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

e) Waiver of Coverage

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

3.2 Dental

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

3.3 Vision

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

3.4 Basic Term Life Insurance

a) Amount

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

b) Additional Coverage

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

c) Life Insurance During Retirement

Life Insurance will not be provided to Manager in retirement.

3.5 Short Term Disability

The District shall provide Unrepresented Senior Management Employees with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Short Term Disability Insurance benefits cease the day the termination of Manager occurs.

3.6 Long Term Disability

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

3.7 Changes to Providers of Health and Welfare Benefit Plans

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

Section 4. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN

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

Section 5. LEAVE BENEFITS

5.1 Employee Leave Bank ("ELB")

a) Definition

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

b) Employee Leave Bank Accrual Rate

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

Year	Vac	Float Holidays	Admin	Total Days	Total Hours	Per Pay Period
1-26 (1st year)	15	5	10	30	240	9.23
27-52 (2nd year)	16	5	10	31	248	9.54
53-78 (3rd year)	17	5	10	32	256	9.85
79-104 (4th year)	18	5	10	33	264	10.15
105-130 (5th year)	19	5	10	34	272	10.46
131-156 (6th year)	20	5	10	35	280	10.77
157-182 (7th year)	21	5	10	36	288	11.08
183-209 (8th year)	22	5	10	37	296	11.38
210-235 (9th year)	23	5	10	38	304	11.69
236-261 (10th year)	24	5	10	39	312	12.00
262-287 (11 th year)	25	5	10	40	320	12.31

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

c) Maximum Leave Bank Accrual

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

d) Unrepresented Senior Management Employee Leave Bank Sell Back

Unrepresented Senior Managers shall have an option to annually sell back up to 100 hours of leave from Manager's Employee Leave Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least one-hundred (100) hours remaining after such sell back. Requests to sell back leave hours will be processed in accordance with IRS requirements and pursuant to procedures established by the District.

e) Use of Employee Leave Bank

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

(f) Pre-Employment Negotiated Administrative Leave

The General Manager, at the General Manager's sole discretion, may grant pre-employment negotiated Administrative Leave benefits for Unrepresented Senior

Management Employee, but may not exceed 80 hours. Such benefits must be used within 12 months of when they were granted or otherwise will be forfeited and will not be eligible for rollover or cash out.

5.2 Holidays

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

5.3 Sick Leave

a) Benefits

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

b) Use of Sick Leave

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

c) Health Care Provider's Certificate

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

d) Illness of Family Member

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

e) Family and Medical Care Leave

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

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

5.4 Jury Duty Leave

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

5.5 Bereavement Leave

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

5.6 Industrial Disability Leave

(a) General

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

(b) Determination of Coverage

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

5.7 Catastrophic Leave Donation Program (CLDP)

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

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section has sustained a life threatening or debilitating illness

or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

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

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

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

Section 6. ADDITIONAL TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Continuous Availability

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

6.2 District Issued Management Tools

a) Smart Phone

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

b) Notebook or Table Computer

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

6.3 Certificate Reimbursement

a) Professional Engineer's (PE) License

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

b) Certified Public Accountant (CPA) License

During the term of this Agreement and Senior Manager's employment with the District, Senior Managers will be reimbursed for the bi-annual license renewal fee only for maintenance of Manager's Certified Public Accountant (CPA) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.

Section 7 SEPARATION FROM DISTRICT EMPLOYMENT

7.1 Service at Pleasure of the District

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

7.2 Termination by District for Cause

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

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

a) Appeals

Manager may appeal any action of the General Manager under Section 7.2 Termination for Cause to the District Board of Directors. Said appeal shall be in writing and shall be timely filed within ten (10) calendar days of the General Manager's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

7.3 Termination at Discretion of District

a) Process

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

b) Severance

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

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

7.4 Termination by Unrepresented Senior Management Employee

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

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

7.5 Mutual Termination

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

7.6 Termination is Final

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

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

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

7.7 Status

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

APPENDIX 1: LIST OF UNREPRESENTED SENIOR MANAGER POSITIONS

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

Classification	5-Step Base Salary as of 12/22/25				
	Step A	Step B	Step C	Step D	Step E
Administrative Services Director	\$19,281	\$20,245	\$21,256	\$22,320	\$23,437
Assistant General Manager	\$20,729	\$21,765	\$22,852	\$23,995	\$25,197
Deputy Director of Operations - Regulatory	\$17,465	\$18,338	\$19,256	\$20,218	\$21,229
Engineering Services Director	\$19,281	\$20,245	\$21,256	\$22,320	\$23,437
Finance Director	\$19,281	\$20,245	\$21,256	\$22,320	\$23,437
Operations Director	\$19,281	\$20,245	\$21,256	\$22,320	\$23,437
Special Assistant to the General Manager	\$16,765	\$17,603	\$18,484	\$19,408	\$20,379

APPENDIX 2: RETIREE MEDICAL FOR UNREPRESENTED SENIOR MANAGEMENT EMPLOYEES HIRED BEFORE MARCH 1, 2004

The below description is intended to memorialize the retiree health benefits that were made available to Unrepresented Senior Management employees who were hired before March 1, 2004 and who did not elect to participate in those benefits offered to those employees who were hired on or after March 1, 2004.

Employees Hired before March 1, 2004

The District shall provide a contribution towards health care (medical) insurance to each unrepresented employee that retires from District service and who meets all eligibility requirements as a District “annuitant” as determined by CalPERS. The District’s monthly contribution towards the annuitant’s benefit shall be in an amount equal to the minimum employer contribution, as established annually by CalPERS. The District will also provide the annuitant with a supplemental contribution toward the CalPERS plan in which the annuitant is enrolled. The amount of any supplemental contribution will be equal to the difference between the premium of the CalPERS plan the annuitant is enrolled in up to the maximum District contribution stated in section 3.1 (b) of the current Salary and Benefits Resolution for Unrepresented Senior Management employees and the minimum employer contribution established by CalPERS.

Example:

CalPERS Plan	Plan Premium	Minimum Employer Contribution	Supplemental Contribution
Kaiser Senior Advantage (Annuitant + One Dependent)	\$713.66	\$162	\$551.66

Employees hired on or after March 1, 2004 are not eligible for the above benefits. Employees hired on or after March 1, 2004 should refer to the current Salary and Benefits Resolution for Unrepresented Senior Management employees for information on available benefits.

Except as specifically provided in this Appendix, all other terms and conditions of employment as set forth in the Salary and Benefits Resolution for Unrepresented Senior Management employees will apply.