



NORTH MARIN WATER DISTRICT
AGENDA - SPECIAL MEETING
 January 9, 2024 – 4:00 p.m.
 Location: 100 Wood Hollow Dr., Suite 300
 Novato, California

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Item	Subject
	CALL TO ORDER
1.	APPROVE MINUTES FROM REGULAR MEETING , December 19, 2023
2.	OPEN TIME: (Please observe a three-minute time limit) This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	INFORMATION ITEMS
3.	Initial Review – Salary Schedules and Successor Memorandum of Understanding with NMWD Employee Association (2023-2028)
4.	Initial Review – Set Salary and Terms and Conditions of Employment for Unrepresented Employees
5.	MISCELLANEOUS Disbursements – Dated December 21, 2023 Disbursements – Dated December 28, 2023 Disbursements – Dated January 4, 2024 NOAA – Three Month Outlook Precipitation Probability <u>News Articles:</u> Marin IJ – City appoints official as interim manager – NOVATO Marin IJ – Water plan sought that will deliver in disasters – MARIN MUNICIPAL Marin IJ – Efforts expand to save water – NORTH MARIN WATER DISTRICT Marin IJ – Project that supports Marin water supply gets 2M grant – SONOMA AGENCY
6.	CLOSED SESSION: Public Employee Performance Evaluation (California Government Code Section § 54957) Title: General Manager
7.	ADJOURNMENT

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
December 19, 2023

CALL TO ORDER

President Baker called the regular meeting of the Board of Directors of North Marin Water District to order at 4:00 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Ken Eichstaedt, Rick Fraites, Michael Joly, and Stephen Petterle. Also present were General Manager Tony Williams, District Secretary Eileen Mulliner, Assistant General Manager/Chief Engineer Eric Miller, and Auditor-Controller Julie Blue.

District employees Chris Kehoe, Construction Superintendent, Robert Clark, Operations and Maintenance Superintendent, Ryan Grisso, Water Conservation Coordinator, and Lia Solar, Engineering Services Representative, were also in attendance.

MINUTES

On motion of Director Joly, seconded by Director Eichstaedt, the Board approved the minutes from the December 5, 2023 regular meeting as presented by the following vote:

AYES: Director(s) Baker, Eichstaedt, Joly and Petterle

NOES: None

ABSENT: None

ABSTAIN: Director Fraites

GENERAL MANAGER'S REPORT

Tony Williams told the Board that in November, a sample was taken from Stafford Lake and tested for 29 PFAS compounds and there were no detectable concentrations of the compounds. He also said that Pablo Ramudo will come back in 2024 with a more complete report.

Mr. Williams also thanked the Board for trusting in him and staff, an acknowledgement he forgot to note at Holiday Lunch the prior week. He acknowledged that Directors Baker, Joly, and Eichstaedt attended the Holiday Lunch.

Director Baker asked about rainfall and Mr. Williams said that just over 5 inches fell in the Novato area. He said we would like to see 8 inches to get runoff at the lake and he said he feels optimistic.

OPEN TIME

President Baker asked if anyone in the audience wished to bring up an item not on the agenda and there was no response.

1 **STAFF/DIRECTORS REPORTS**

2 President Baker asked if staff or Directors wished to bring up an item not on the agenda and
3 there was no response.

4 **PUBLIC HEARING APPROVE/CONSIDER CHANGES TO REGULATIONS 15, 17, 18 AND NEW**
5 **REGULATION 19**

6 Tony Williams and Ryan Grisso said they could answer any questions regarding the changes
7 to Regulation 15, 17 and 18, and the new Regulation 19. Director Petterle asked about the format
8 of the public hearing. Mr. Williams said we worked with legal and since there are several regulations
9 being considered, the agenda was formatted as it is instead of how it has been done previously.

10 The public hearing opened at 4:06 p.m. There were no public comments. Ryan Grisso
11 spoke to the Board about Regulations 15 and 17. He said that these regulations have not been
12 updated since 2016. Only a few changes have been made, namely, non-functional turf being a
13 symbolic ban in commercial areas, and that water conservation programs have been added that had
14 previously been under a pilot phase. Director Joly asked, in regards to item 15 1.i, what measurable
15 rainfall is defined as. Mr. Grisso there is not a defined amount per se but we exercise discretion for
16 what is consider measurable for water waste enforcement. Director Fraites asked about
17 homeowners having to comply with water conservation fixtures and certifying home at resale.

18 Mr. Williams said that Regulation 18 has not been updated since 2011 and that because of
19 the number of edits, a new stand-alone version was created but the original version is included later
20 in the Agenda. Language was added on definition of terms used, a new section on public health,
21 and what our responsibilities are for a new customer. We do allow retrofits but it is on the customer.
22 He said that things needed to cross reference with Regulation 1.

23 Mr. Williams said that Regulation 19 was created as enforcement of Regulation 18. This
24 regulation cross references other regulations and what we are able to do. Director Fraites asked if
25 new development is required to use recycled water. Mr. Williams said that recycled water is only
26 available in certain areas so not all new development can use it, but if a reasonable vicinity we have
27 the discretion to decide if it is required. He also said that recycled water is not for residential, only
28 commercial, we are not permitted for that. He did note that recycled water can be used for
29 landscaping at multi-family residential sites. Robert Clark added that residents can fill up at the
30 residential recycled water station and take home up to 300 gallons but it cannot be stored on their
31 property. Director Eichstaedt asked what legal review has been done and Mr. Williams said that
32 legal has reviewed the draft documents and approved them. He said that we also had West Yost, a
33 consultant, review them as well. Director Joly asked if we have ever been sued and both Mr.
34 Williams and Mr. Grisso said not to their knowledge. Mr. Williams said that notices were published in
35 both the Marin IJ and the Pt. Reyes Light about the regulations. Director Petterle commented that

1 what was in the agenda packet showed the changes for Regulations 15, 17 and 19 but a new
2 version of Regulation 18. Mr. Williams said that because there were some many changes for
3 Regulation 18, both the new and the old versions were in the packet, the older version of Regulation
4 18 is in the action portion.

5 The public hearing was closed at 4:26 p.m.

6 **ACTION CALENDAR**

7 **APPROVE: REVISIONS TO DISTRICT WATER CONSERVATION REGULATIONS 15 AND 17**

8 Ryan Grisso gave a brief review of Regulations 15 and 17. He first gave some historical
9 information and mentioned that North Marin Water District had some of the first new development
10 requirements, the first 'cash for grass' program, and in 2016 we imposed strict landscape
11 requirements. Mr. Grisso mentioned the changes to the Regulations mainly included a future ban on
12 irrigation commercial non-functional turf to be effective at such a time contingent on final State
13 regulations, formally adopting water conservation programs previously approved in pilot phase, and
14 adding a rebate for the removal of swimming pools and that we will come back at a future meeting
15 regarding rebate amounts through updating Resolutions 06-01 and 06-02. Director Petterle asked if
16 the State regulations are in our regulations and Mr. Grisso said that they are.

17 On the motion of Director Petterle, and seconded by Director Fraites, the Board approved by
18 the following vote:

19 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

20 NOES: None

21 ABSENT: None

22 ABSTAIN: None

23 **APPROVE: CONSIDER APPROVING THE UPDATE REGULATION 18 – RECYCLED WATER**
24 **SERVICE**

25 Tony Williams highlighted the changes for Regulation 18 and that it originally passed by
26 resolution and approved by Ordinance 24. Legal counsel advised that the new Ordinance 47 be
27 approved to rescind 24 then adopt the new Regulation 18.

28 On the motion of Director Joly, and seconded by Director Eichstaedt, the Board approved by
29 the following vote:

30 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

31 NOES: None

32 ABSENT: None

33 ABSTAIN: None

34 **APPROVE: CONSIDER APPROVING NEW DISTRICT REGULATION 19 – ENFORCEMENT FOR**
35 **RECYCLED WATER USE**

1 Tony Williams briefly went over the Board memo for new Regulation 19, asking for adoption
2 of the new regulation. Director Joly asked if this is a new regulation and Mr. Williams said it is. He
3 said that it cross references Regulations 1, 16 and 85. Director Joly asked how we are getting this
4 out to our customers and Mr. Williams said all of our regulations are posted on our website. The
5 new and revised regulations will be posted once they are adopted. Director Petterle noted that they
6 are easy to find on the website.

7 On the motion of Director Fraites, and seconded by Director Joly, the Board approved by the
8 following vote:

9 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

10 NOES: None

11 ABSENT: None

12 ABSTAIN: None

13 Ryan Grisso and Lia Solar left the meeting.

14 **APPROVE: POTTER VALLEY PROJECT SURRENDER AND DECOMMISSIONING**

15 Tony Williams said this item was to summarize what he had heard at various meetings he
16 has attended. He said that December 22 is the deadline to send the comment letter to PG&E.
17 Director Fraites noted that he liked the attachment, the Initial Draft Surrender Application Conceptual
18 Decommissioning Plan. Director Joly asked who is politically involved in this project, Mr. Williams
19 said that Congressman Huffman, State Senator Mike McGuire, County Supervisors Eric Lucan, and
20 Dennis Rodoni is keeping an eye on it, Assemblymember Damon Connolly, and Supervisors Rabbitt
21 and Gore, are the Sonoma County Representatives. He said there is an agreement with eight water
22 contractors. Director Eichstaedt said that he appreciates that Mr. Williams is our point person. He
23 also asked if any of the other water contractors are sending a letter and Mr. Williams said he wasn't
24 sure but it is possible that City of Santa Rosa may be. He said there will be a joint water agency
25 comment letter going out at some point.

26 On the motion of Director Joly, and seconded by Director Fraites, the Board approved by the
27 following vote:

28 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

29 NOES: None

30 ABSENT: None

31 ABSTAIN: None

32 **APPROVE: BOARD OF DIRECTORS COMMITTEE APPOINTMENTS**

33 Mr. Williams said this item had been deferred from the November 21 meeting. President
34 Baker asked to have it deferred to the January 19, 2024 meeting, the other Directors agreed.

1 **INFORMATION ITEMS**

2 **NBWA MEETING – DECEMBER 1, 2023**

3 Director Fraites said that Warner Chabot of the San Francisco Estuary Institute and The
4 Aquatic Science Center spoke to the NBWA Board on the environmental situation that ‘we’ are in,
5 and discussed global warming and sea level rise. He said that sea level rise is going quicker than
6 expected and it would cost billions to deal with. He said there are a lot of facilities along the coast
7 which are all threatened and ‘we’ need quick planning to deal with this.

8 **MISCELLANEOUS**

9 The Board received the following miscellaneous items: Disbursements dated December 7
10 and 14, 2023, Monthly Progress Report, 2024 WAC/TAC Meeting Schedule, Eel-Russian Project
11 Authority JPA Agreement, and SCWA Potter Valley project PowerPoint.

12 The Board also received the following news article: Marin IJ – Olompali park to reopen after
13 nine-month closure – NOVATO.

14 The Board also received the NMWD Web and Social Media Report – November 2023.
15 The Board went into recess at 4:57 p.m. before the Closed Session.

16 **CLOSED SESSION**

17 President Baker call the closed session to order at 5:05 p.m. after a ten-minute recess and
18 the Board discussed existing litigation in accordance with Government Code Section 54956.9(d)(1),
19 regarding the Federal Energy Regulatory Commission, Hydroelectric Project. No. 77, Potter Valley
20 Project, License Surrender Proceeding and the potential impact to the District. Robert Maddow,
21 District legal counsel was present as was Tony Williams and Eric Miller.

22 At 5:34 p.m. the Board held a conference with Labor Negotiators in accordance with
23 Government Code Section 54957.6). The Agency designated representatives present were Tony
24 Williams, Julie Blue, Eric Miller, Karen Clyde and Christopher Boucher and the status of the
25 negotiations with the North Marin Water District Employee Association was discussed. Robert
26 Maddow left the meeting at this point. At 6:05 p.m., the next Agenda item (#15) regarding
27 Unrepresented Employees was then discussed.

28 **OPEN SESSION**

29 Upon returning to regular session at 6:07 p.m., President Baker stated no reportable action
30 had been taken during Closed Session.

31 **ADJOURNMENT**

32 President Baker adjourned the meeting at 6.08 p.m.

33 Submitted by

34 Eileen Mulliner
35 District Secretary
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MEMORANDUM

To: Board of Directors Date: January 9, 2024

From: Tony Williams, General Manager *[Signature]*
 Julie Blue, Auditor Controller

Subject: Initial Review - Salary Schedules and Successor Memorandum of Understanding with NMWD Employee Association (10/1/2023-6/30/2028)
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RECOMMENDED ACTION: Information Only – Initial Review

FINANCIAL IMPACT:

Year 1 – \$401,000
Year 2 – \$954,000
Year 3 – \$982,000
Year 4 – \$1,011,000
Year 5 – \$1,040,000

(Approximately \$ 4.39 Million in increased Labor & Benefit Costs over the Term of a 4-year 9-month Agreement)

The District reached a tentative agreement (“TA”) with the NMWD Employee Association on December 14, 2023 and the TA was ratified by the Employee Association’s membership on December 18, 2023. For reference, the Final Comprehensive Tentative Agreement executed as part of the labor negotiations, is included as Attachment 1.

Consistent with District practices since 1998, an independent labor negotiator, Boucher Law, PC, was utilized to represent the District in negotiations this successor agreement. The successor MOU, effective October 1, 2023 through June 30, 2028, is included (in track changes mode) as Attachment 2.

A summary of the substantive changes to the existing labor agreement, which expired September 30, 2023, is as follows:

- **Contract Term:** 4-year 9-month term (October 1, 2023 – June 30, 2028).
- A lump sum **Retention Payment of \$1,500** paid to all Full-Time employees hired prior to 10/1/2023 and will be paid following ratification and Board’s approval of this contract.
- 5.0% **Cost of Living Adjustment (COLA)**, for all represented employees retroactive to Oct. 1, 2023 will be paid upon contract ratification and Board’s approval of the successor MOU.
 - Subsequent years’ **COLA** wage increases based on CPI-U San Francisco Bay Area (April / May) with a floor (minimum) of 2.25% and a ceiling (maximum) of 4.5%; reopener provision if subsequent CPI change is at or exceeds 5.75%.

- **Effective July 1, 2024 - Equity adjustments** for a total of 32 District classifications (2 Administration, 2 Consumer Services, 4 Construction, 7 Engineering, 8 Maintenance, 5 Water Quality, 4 Operations) ranging from 1.6% to 21.2% with a new salary schedule that includes both equity and internal compaction adjustments.
- **Distribution & Treatment Plant Supervisor** will convert to a FLSA-exempt position.
- New **Certification Pay** as part of base pay for dual certifications for Water Treatment Plant Operators effective July 1, 2024.
- Updated **Salary Schedule Progression steps** to remove Merit step language and update steps: Step 1: Beginning step, Step 2: 6-month step, Step 3: 18-month step, Step 4: 30-month step (previously 24 months) and Step 5: 42-month step (previously 48 months) – to begin upon contract ratification and Board's approval of the successor MOU.
- Increase **Boot Policy reimbursement** to \$400 per year "as needed" for the purchase of Safety Boots for stated classifications upon ratification of the successor MOU, subject to management approval.
- Add a District IRC **457(b) Deferred Compensation match** of up to 1% of annual salary for employees who elect to participate and contribute to their Deferred Compensation plan. Plan matching begins July 1, 2024.
- Add one **Floating Holiday** (Cultural Appreciation Day) and move Veterans Day (previously a floating holiday) to Observed Holidays list effective January 1, 2024.
- Increase **Longevity awards bonus** amounts: 20 years - \$1,000; 25 years- \$1,500; 30 years – \$2,000; 35 years -\$2,500.
- Modified **Grievance procedure** adding an additional step to allow the EA and management representatives to meet and make an advisory, non-binding recommendation to the General Manager for consideration, before Step III.
- Amend **Healthcare Duplicate Coverage Cash in Lieu of** language. Grandfathered existing language for all employees hired before January 1, 2024. New employees (including any re-hires) hired after January 1, 2024 will be eligible to receive \$500 for "Single Level" coverage or \$750 "Couple/Family Level" coverage in lieu of being on the District's medical insurance plan. Those under Duplicate and Hybrid coverage will be required to show proof of other coverage to be eligible.
- Change from internally managed self-funded **Vision plan** to fully funded Eye Med Vision plan managed by Mutual of Omaha effective February 1, 2024.

- Update **Bereavement Leave policy** as outlined by California State Law - AB1949 where employees shall be entitled to use up to **five days** (unpaid) bereavement leave following the death of the employee's family member.
- Add new California **Leave of Absence for Reproductive Loss** as defined under Gov. Code section 12945.6. Eligible employees may take leave up to five days (unpaid) when they suffer a reproductive loss event, which is the day, or the final day for a multiple day event.
- Update **Working at a Higher-Class** language for those working in a higher classification to begin after 40 consecutive hours with a cap of up to 15% pay differential.
- Increase **Vacation accrual cap** to 2x annual accrual limit (currently at 1.5x).
- Update and codify **Operator in Charge – Oceana Marin** designation language and increased extra duty incentive pay for OIC to \$550 per month. Add Designated OIC language and incentive pay at \$300 per month. The OIC/DOIC extra duty incentive pay will begin the 1st pay period after ratification of the successor MOU.
- Prior to the expiration of the 2023-2028 agreement on June 30, 2028, the District will conduct a **Classification Study & Salary Survey** during the term of the MOU. The District and EA agree to meet in advance of the salary survey to discuss comparable agencies and the purpose of the salary survey.
- Codify previous and existing side letter agreements as agreed upon in the Tentative Agreement.

As part of the negotiations process for a successor MOU, and in accordance with Article 22 of the 2018-2023 MOU between the District and the Employee Association, the District conducted a formal comprehensive salary survey, consisting of thirty-three District classifications, with other comparable agencies. The survey results indicated that overall District compensation was below the market median of the comparable agencies, with the differences for the Laboratory Technician, Maintenance Supervisor, Cross Connection Technicians and Electrical/Mechanical classifications being the most significant (and in some cases, more than 10% below the median). As a result, the successor MOU also included equity adjustments for a total of 32 classifications in order to bring all individual surveyed classifications within a competitive wage of our comparator agencies, and the overall District average of 4.4% increase based on equity adjustments with a general range of: 0% to 9.8% (Two major equity adjustments of 14.2% and 21.2%) which brings most employees within -3% to -1% of the median. This approach is intended to help retain existing talent within the District, as well as attract new employees as vacancies occur in the future.

In accordance with applicable CalPERS' regulations, 2 CCR § 570.5, authorization is also requested from the Board to approve the attached salary schedules (Attachment 3), effective October 1, 2023 and February 1, 2024.

Since the successor MOU covers a four year, nine month period, Board approval of this item also includes approval for each subsequent years' cost-of living adjustments on each July 1 in 2024, 2025, 2026, and 2027, with each increase equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (May 1 of the previous year through April 30 of the effective year), with a minimum (floor) of 2.25% and a maximum (ceiling) of 4.5%, and authorizes the General Manager to modify said salary schedules per the CPI, as described above.

The total estimated costs for above Tentative Agreement will increase the District's labor cost by approximately \$4.39 million over the four-year, nine-month term of the Agreement. This amount includes all financial components of the Tentative Agreement, including: salary adjustments (the 5.0% cost-of-living, effective October 1, 2023; the equity adjustments for the 32 classifications, effective July 1, 2024; and, each subsequent year CPI increase was projected at 3.0%), floating holiday for Cultural Appreciation Day, 1% 457(b) match on annual salary for those contributing up to 1% of their compensation, reduction of future new hires Duplicate medical payments and the additional vacation accrual rate cap (2x the annual accrual). A detailed financial analysis is included as Attachment 4.

For procedural purposes, this agenda item will be initially presented to the Board at its January 9 meeting for discussion, and the Board will consider approval of the item at its January 16 meeting.

ATTACHMENTS:

1. Final Comprehensive Tentative Agreement
2. 2023 – 2028 MOU updated - provided in tracked changes mode
3. Proposed October 1, 2023 and February 1, 2024 Salary Schedules
4. Financial analysis of proposed costs

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

NMWD's FINAL COMPREHENSIVE TENTATIVE AGREEMENT

DATE: December 14, 2023
TIME: 10:00 AM

The following represents a comprehensive tentative agreement between the North Marin Water District ("District") and North Marin Water District Employee Association ("EA" or "Association") as a result of the parties' collaborative discussions for a successor Memorandum of Understanding ("MOU").

Topic		Agreement
Term		4 years 9 months (effective October 1, 2023 through June 30, 2028)
1. Wage Adjustment (Equity)		Equity adjustments effective 7/1/2024 with no retroactivity. Equity adjustment increases as shown in Attachment #12. effective 7/1/2024. <i>For years 2 through the end of the contract (June 30, 2028) all employees will receive the CPI COLA added to their base salary for those years.</i>
Wage Adjustment (continued)		Treatment plant supervisor FLSA status changes to exempt effective upon the first full pay period following union's ratification to the agreement and Board's approval of the agreement, with no retroactivity. <i>Tentative drafted salary ranges (which are subject to change) are provided in Attachment # 9. See note below on new Distribution &</i>

**NMWD
Employee
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NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
Wage Adjustment (continued)		<p><i>Treatment Operators salary schedule.</i></p> <p>Certification pay for Operator classifications as outlined below: D1/ T1 - \$100 per month D2 / T2 - \$200 per month D3 / T3 - \$300 per month D4 / T4 - \$400 per month D5 / T5 - \$500 per month</p> <p>This applies when both Treatment and Distribution certifications are held. When these two certifications are not at the same level the employee will be paid at the lower of the two certifications possessed. Certification Pay is effective 7/1/2024.</p> <p><i>Distribution & Treatment Operators classifications will have the certification pay built into base salary under a new Distribution & Treatment Operators salary schedule. Attachment # 10.</i></p> <p>All full-time current employees (as of the time of payment) hired prior to 10/01/2023 will receive a one-time, lump sum payment, employee "Retention Payment" – \$1,500 paid following union's ratification and Board's approval of this contract.</p>

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
		Lump-sum payment contingent upon the EA ratifying this Tentative Agreement on or before 12/31/23. The Retention payment is NON-PERSable.
2. COLA for All Employees		<p><i>All Employees will receive a 5% COLA to base wage in Year 1 retroactive to 10/1/2023 contingent upon the EA ratifying this Tentative Agreement on or before 12/31/23,</i></p> <p>Then CPI-U for San Francisco – Oakland – San Jose based COLA on each July 1 thereafter for the duration of the new Agreement, with a minimum (Floor) of 2.25% and a maximum of (Ceiling) of 4.5%.</p> <p>If the CPI-U for San Francisco – Oakland- San Jose exceed 5.75 % at the end of the annual reporting period (April 30), the parties agree to reopen Article 22 – Wages of the MOU and bargain solely for a cost-of-living adjustment applicable to all employees covered by this Agreement.</p>
3. Wage Progression		<p>Agree to EA's proposal and to remove Merit Step language and outlined steps (5) for pay progression.</p> <p>Employees who are reaching their 18-month</p>

**NMWD
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NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
		<p>step will proceed with the 24-month step progression (instead of the 30-month step), after which they will progress to the 42-month step.</p> <p>Employees who are currently in the 1st step or 2nd step will follow the new progression as proposed by the EA.</p> <p>Employees who are targeted to reach 5th step (for 48-month current structure) will be evaluated at the 42-month progression upon ratification of this agreement.</p>
4. Vision		<p>Move to Eye Med Vision Plan via Mutual of Omaha Insurance.</p> <p>Update plan language to cover dependent children from ages 23 to 26.</p>
4. Dental		<p>Update plan language to cover Dependent children from ages 23 to 26.</p>
5. Safety Boot Policy		<p>Agree to EA's proposal of reimbursing employees in stated classifications to purchase safety boots up to a limit of \$400 per year "as needed" with authorization of the Construction Superintendent or Department Head upon ratification of this agreement.</p>

**NMWD
Employee
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NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
6. 457 or Roth Match		<p>District to provide match of up to 1% of annual salary for all employees who elect to participate.</p> <p>District reserves the right to limit enrollment to Nationwide only for the purpose of matching employee contributions. 457 Plan matching begins 7/1/2024 for those that contribute to the Nationwide plan.</p>
7. Vacation Balance Cap		Vacation Balances will cap at 2x the accrual rate from 1.5 times.
8. Holiday		<p>Add a Cultural Appreciation Day to floating holidays. Note that Cultural Appreciation Day is intended for employees of all cultures and inclusive of (but not limited to) holidays such as Lunar New Year and César Chávez Holiday.</p> <p>Floating Holidays (4) - See Side Letter amendment at the end of this agreement. This change becomes effective 1/1/2024.</p>
9. Longevity Bonus		<p>20 Years - \$1,000 25 Years - \$1,500 30 Years - \$2,000 35 Years - \$2,500</p>
10. Handbook / MOU		District will propose sections from the Employee Handbook to incorporate into the MOU along with any changes to said Handbook

**NMWD
Employee
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NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
		<p>provisions. EA and District will create a committee to develop Handbook revisions after the conclusion of negotiations.</p> <p><i>District proposes adding additional items to the Employee Handbook. Updated Handbook Index provided in 2024 – Attachment # 11</i></p>
11. Grievance Procedure		<p>If no agreement is reached after Step II. Written Notice to Department Head but prior to Step III. Appeal to the General Manager under Section 10 of the MOU, the EA and the District will each appoint a representative - who is not a current or former District employee, or anyone (*) related to a current or former District employee, to meet and consider the grievance, with each side bearing their own costs.</p> <p>The representatives from the EA and the District will then make an advisory, non-binding recommendation to the General Manager for consideration, but the General Manager shall make the final decision related to Step III. Appeal to the General Manager.</p> <p><i>(*) related is defined under subdivision (d) of Labor Code Section 2066 and</i></p>

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
		California Code of Regulations, Title 8, Section 13692: "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).
12. Economic Proposals		See response to Section 2 and also summarized below: 5% COLA for all employees with retroactivity to 10/1/23 applied only to Year 1 contingent upon the EA ratifying this Tentative Agreement on or before 12/31/23. Equity Adjustments effective 7/1/2024 with no retroactivity.

Additional Agreements:

13. Duplicate Coverage:

For all new employees hired on or after January 1, 2024 who provide acceptable proof of alternative insurance for themselves and all dependents may receive a monthly "stipend", based on the health coverage level of which the employee qualifies for (i.e. single, dual or family), in lieu of being on the District's medical insurance plan as follows:

Single Coverage - \$500 per month

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Dual Coverage - \$750 per month

Family Coverage - \$ 750 per month

The amounts above are effective January 1, 2024. Starting on July 1, 2025 and each year annually thereafter, the amounts will be adjusted based on the year-to-year change for April as published under the Consumer Price Index, San Francisco Area.

*Any current employees hired prior to January 1, 2024, will be grandfathered under the current duplicate and duplicate hybrid coverage plans. Employees in this tier are allowed to convert between duplicate and District health insurance plan options. (allowable) – see “Other Health Care Insurance Available (Duplicate Medical Coverage)” in the Employee Handbook. Hybrid coverage is an employee that takes District benefits for “self” and their family members are covered under spouses or other non-District type coverage. Those under Duplicate and Hybrid coverage will be required to show proof of family’s “other coverage” to be eligible for these plans. The parties agree that District will consult with Benefits Counsel to rewrite the existing Health Coverage language for compliance purpose and may amend its current IRC Section 125 Cafeteria Plan arrangement for the purpose of achieving this purpose. ***(ADD LANGUAGE)***

Any Rehires will be treated as new hires under the Duplicate coverage policy.

14. Bereavement Leave:

*Employees shall be entitled to use up to **five days** (unpaid) bereavement leave following the death of the employees’ family member.*

Those taking bereavement leave may use sick or any other paid time off pay for the purpose of attending the funeral services and/or making necessary arrangements for such services for members of the employee’s immediate family. For purposes of this policy, immediate family means the employee’s spouse, spouse’s children, biological children, grandchildren, parents, parent-in-laws, grandparents, siblings, aunts and uncles. Based upon particular circumstances and with the approval of the General Manager, employees may be permitted to expand the definition of immediate family.

*** ANY CHANGES TO EXISTING DUPLICATE COVERAGE POLICY WILL BE REVIEWED & APPROVED BY E.A. PRIOR TO IMPLEMENTATION. E.A. AGREES TO CONCEPT & REIMBURSEMENT LEVELS OF DISTRICTS PROPOSAL.**

JL-12-14-23 11:41

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Reproductive Loss Leave

Employees who have been employed for a minimum of 30 days may take up to five days of reproductive loss leave following a reproductive loss event, as defined under Government Code section 12945.6. Currently, the law defines a "reproductive loss event" to mean a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within 12 months, the employee may take up to 20 days' reproductive loss leave within the 12-month period. Leave must be taken within three months of the loss or other leave the employee takes immediately following the loss, and it need not be taken in consecutive days. Reproductive loss leave is unpaid, except the employee may use vacation, personal leave, sick leave, or compensatory time off otherwise available.

15. Shift/Pay Differentials:

Working at a Higher Class (WHC)

Upon approval by the General Manager, a regular employee who is assigned by the District to work in a higher classification will receive an upgrade pay after being in acting capacity for at least 40 consecutive hours in the higher classification. The person acting in the higher classification shall receive a differential of a 5% increase over their base hourly rate or the lowest step of the higher classification, whichever is greater, but in no event more than 15% greater than their regular base hourly rate. Working out of class is limited to 960 hours in any fiscal year per Government Code section 20480.

Graveyard Shift Differential

(See MOU Attachment 1 below).

16. Mandatory Vacation

All represented employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year. This policy applies to employees working in the following classifications:

NMWD Employee Association



NEGOTIATIONS 2023

District Response

Represented Positions:

Accounting Clerk II
Account Credit Clerk I and II
Engineering Services Representative
Senior Accountant
Storekeeper/Safety Coordinator

Accounting Supervisor
Consumer Services Supervisor
Receptionist/Customer Service Asst.
Staff Accountant

Un-Represented Positions:

Asst. GM/Chief Engineer
Executive Asst./District Secretary

Auditor/Controller
General Manager

HR / Safety Manager

17. Exhibit A, B and C:

Update job titles to reflect current titles. (See MOU Attachment 2 below).

18. Operator in Charge – Oceana Marin

- Codify and remove sunset provision for the side letter agreement concerning Oceana Marin Wastewater system Operator-in-charge (OIC) extra duty incentive pay into MOU and Employee Handbook.
- Agree to Increase payment to \$550 per month for OIC.
- Add a new \$300 per month payment for the Designated Operator in Charge (DOIC)
- The extra duty incentive pay associated with the OIC designation will only be paid to one District employee at any given time, to be determined by the General Manager.
- The extra duty incentive pay associated with the DOIC designation will only be paid to one District employee at any given time, to be determined by the General Manager.
- The extra duty incentive pay increase will begin the 1st pay period after ratification of this contract.

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

19. Side Letters

Update existing side letter agreements into MOU and Handbook. (see MOU Attachments 4-8 below).

- **Classification Study & Salary Survey** – *The parties agree to conduct a classification study during the term of the successor MOU in advance of a salary survey. District and EA agree to meet in advance of the salary survey to discuss comparable agencies and the purpose of the salary survey.*
- **Flexible Spending Account** – *District agrees to the FSA carryover option, as permissible by IRS regulations, up to the IRS limit of unused funds to the following year plan. Language change to stay relevant year over year.*
- **Holidays & Floating Holidays** – *District agrees to codify existing side letter to MOU and Handbook with updates of Veterans Day as a set holiday and Cultural Appreciation day as a floating holiday.*
- **Maximum Working Hours & Fatigue Time** – *District agrees to codify the existing side letter agreement into the MOU and Handbook.*
- **Health Insurance** – *District agrees to codify the existing side letter agreement into the MOU and Handbook. District may amend its current IRC Section 125 Cafeteria Plan arrangement for the purpose of achieving this purpose*
- **Management Leave** - *District agrees to add the Distribution & Treatment Plant Supervisor to Management leave (if position is transitioned to an Exempt Salaried position) and Codify the existing side letter agreement for the Water Quality Supervisor into the MOU and Handbook.*

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

**Title: Modification to MOU and Employee Handbook concerning Holidays &
Floating Holidays**

With regards to floating holiday accruals, Section 20 of the current (2018-2023) MOU shall be amended as follows:

HOLIDAYS

District Holidays (11)

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve afternoon	December 24
Christmas Day	December 25
New Year's Eve afternoon	December 31

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday. If Christmas or New Year's Eve falls on a weekend (Saturday or Sunday), a half-day off will be granted to all employees in the afternoon of the preceding business day.

Floating Holidays (4)

Replace the floating Holiday of Veteran's Day with Cultural Appreciation Day which is intended for employees of all culture and inclusive of (but not limited to) holidays such as Lunar New Year and César Chávez Holidays.

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays per year that may be taken on dates selected by the employee and approved by the District, subject to the accrual maximum and limitations set forth below.

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Cultural Appreciation Day	Floating Day

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Effective January 1, 2020, for full-time employees, one floating holiday shall accrue on the first day of each quarter as follows: January 1, April 1, July 1, and October 1. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Should an employee begin employment after the first day of a quarter, the employee shall not earn a floating holiday until the start of the following quarter, as there is no pro-ration of floating holiday for new employees (i.e. if employee begins work on April 5, employee will not earn a floating holiday until July 1). Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached five days (40 hours) for regular full-time employees and a prorated amount for regular part-time employees. Once an employee uses accrued floating holiday leave to bring the accrued amount below the cap, the employee will resume accruing floating holiday leave up to the cap. Temporary employees do not accrue Floating Holiday time off.

Floating holiday time will be used to cover sick time off when an employee has an illness/injury and has no remaining sick or vacation leave. Refer to the Family and Medical Leave section if absence has been designated as leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Refer to the Pregnancy Disability section if the absence is related to a pregnancy or pregnancy related disability.

**NMWD
Employee
Association**



NEGOTIATIONS 2023

**District
Response**

Overall Tentative Agreement

All previously signed and executed tentative agreements between the District and Association shall be incorporated into the successor Memorandum of Understanding. All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.


Recommendation to Principals

The parties agree to recommend positively this Final Comprehensive Tentative Agreement to their principals for ratification.


For the District

For the Association

 12/14/23
Eric Miller Date

 12-14-23
Jeff Corda Date
Chair

Assistant General Manager

 12/14/23
Karen Clyde Date
HR & Safety Manager

NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION



MEMORANDUM OF UNDERSTANDING

October 1, ~~2018-2023~~ – ~~September 30, 2023~~June 30, 2028

MEMORANDUM OF UNDERSTANDING

Between

NORTH MARIN WATER DISTRICT AND

NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION

This Agreement is entered into between North Marin Water District, herein "the District," and the North Marin Water District Employee Association, herein "the Association" pursuant to the provisions of Government Code Section 3500 et. seq. (the Meyers-Milias-Brown Act).

1. Recognition

The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time employees employed by the District in those classifications which are set forth in Exhibits A, B and C. The District agrees to notify the Association of any new employee classifications.

2. Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, the District retains all statutory and inherent management rights including but not limited to the right to discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work employees; to maintain the efficiencies of operations; to determine the personnel, methods, means, and facilities by which operations are conducted.

3. Deduction of Association Dues

The District agrees to withhold union dues from all union members at an amount to be determined by the Association and communicated to the District in writing, and the Association agrees to provide the District, on a semi-annual basis (in January and July of each year), a certified list of members and a statement that the Association has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that the District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Association.

Amounts deducted and withheld by the District shall be transmitted monthly by

the District to the Association official designated by the Association as the person authorized to receive such funds at the address provided by the Association.

The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Article.

4. Use of District Facilities and Bulletin Boards

The Association shall, with the prior approval of the General Manager or his designee, be granted the use of District facilities for meetings of District employees. Authorized representatives of the Association shall be allowed to post notices of official Association business on specified areas of the three bulletin boards maintained on District premises.

5. Association Stewards

The Association shall notify the General Manager in writing of the names of its members who have been designated by the Association to serve as Association stewards (not more than three). Association stewards shall not use District time to conduct Association business except under the following conditions:

When a grievance has been filed, the steward will be permitted a reasonable amount of release time to represent the employee in the steps of the Grievance Procedure.

When representing an employee at either an investigatory interview that might lead to discipline, or at a due process hearing, the steward will be permitted a reasonable amount of release time.

6. New Employee Orientation

The Association will be allocated up to thirty (30) minutes following a new employee's orientation to provide an overview of the Association without management personnel present. The District will notify the Association at least ten (10) days prior to any new employee orientation, unless an urgent need arises that was not reasonably foreseeable. The presentation may be made by the Association Chair or designee, and it shall be without loss of pay.

7. No Discrimination

The District shall not discriminate against any employee because of his/her

membership in or support of the Association. The Association shall not discriminate against any employee because of his/her non-membership in or non-support of the Association.

8. Association Access

Non-employee Association Representatives shall be granted reasonable access to the District's facilities for the purposes of assuring that the terms of this Agreement are enforced. Upon arrival at a District facility, the Association Representative shall notify the General Manager or his designee. It is understood that the Association Representative will not interfere with the work of employees during this visit.

Any non-employee Association Representative(s) shall provide management the opportunity to have a designee accompany them while visiting the facility, except during the time that the representative may be meeting with District employee(s). Meetings with employees shall be held only on the employees' non-work time.

9. Probationary Period

All employees shall serve a probationary period of six (6) months from the date of hire. During this probationary period, employees shall be subject to termination at any time with or without cause. Probationary employees shall not have recourse to the Grievance Procedure. Unless otherwise specified, employees shall begin to earn Health benefits on the first of the month following date of employment and all other benefits upon the completion of their probationary period. At the sole discretion of the District, the probationary period may be extended for up to six additional months.

Employees shall also serve a 90-calendar day probationary period upon promotion to new position within the bargaining unit. Such probationary employees may be returned by the District to their prior position at any time during the 90-day probationary period with or without cause and such decision shall not be subject to the grievance procedure.

10. Grievance Procedure

A grievance is an allegation by an employee or the Association that the District has violated an express provision of this Agreement or a Personnel Policy of the District. For purposes of this section a workday is any day that the District office is open for regular business.

Step I. Written Notice to Immediate Supervisor

No later than two workdays after the event giving rise to the grievance, the employee must submit a written grievance to his immediate supervisor stating the nature of the grievance, the provision of the Agreement violated and the nature of the

remedy sought. The immediate supervisor shall, give his written response to the employee not later than two (2) workdays thereafter.

Step II. Written Notice to Department Head

If the employee is not satisfied with the response, he/she shall, within five (5) workdays of the response at Step I, notify his/her Department Head in writing. The Department Head shall confer with the employee and his/her representative and respond to the grievance within five (5) workdays following the meeting.

Step III. EA & Management Outside Representative Advisors

If the grievance is not resolved at Step II the employee may, within five (5) workdays of the response at Step II, file a written appeal to the General Manager (or designee), under Section 10 of the MOU, requesting for the EA and District to ~~each~~ appoint an outside representative to meet and make an advisory, non-binding recommendation to the General Manager. The outside representative ~~who is~~ shall not be a current or former District employee, or anyone ⁽¹⁾ related to a current or former District employee, to meet and ~~consider~~ discuss the grievance, with each side bearing their own costs.

⁽¹⁾ *related is defined under subdivision (d) of Labor Code Section 2066 and California Code of Regulations, Title 8, Section 13692: "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).*

Step IV. Appeal to the General Manager

If the grievance is not resolved at Step II, the employee may, within five (5) workdays of the response at Step II, file a written appeal with the General Manager. The General Manager shall confer with the employee and his/her representative and respond to the grievance within ten (10) days of that meeting.

Step V. Appeal of Disciplinary Suspension or Termination to the Board of Directors

If an employee subject to disciplinary suspension or termination is not satisfied with the response of the General Manager, he/she may file an appeal with the Board of Directors. Such appeals must be filed within five (5) workdays of the date of the General Manager's response at Step III. The Board of Directors, or a subcommittee thereof, shall hold a hearing as soon as reasonable under the circumstances regarding the disciplinary suspension or termination.

Step VI. Advisory Arbitration

With the mutual agreement of the grievant and the Board of Directors, the

grievance may be referred to Advisory Arbitration. A neutral arbitrator shall be mutually selected from a list provided by the California State Mediation and Conciliation Service. The arbitrator selected shall conduct an informal hearing and issue an advisory opinion to the Board of Directors. The Board of Directors shall render a final and binding decision in writing to the employee within thirty (30) days of the receipt of the advisory opinion.

If the Board of Directors does not agree to conduct an advisory arbitration, the Board may, as an option, designate a fact-finding committee (or person not in the normal line of supervision) to advise the Board of Directors concerning the grievance. The Board of Directors shall render a final and binding decision within thirty days after its receipt of the recommendation of the fact finder.

Any final decision by the Board of Directors shall include the rationale upon which its decision is based.

Each party shall bear its own cost and fees and the cost and fees of the Arbitrator, if any, shall be split evenly between the parties.

11. Leaves of Absence

A. Vacation

Full-time employees shall commence to accrue vacation upon the completion of their probationary period at the following rates:

Completion of Probation through 5 Years continuous employment	10 days per year (3.34 hours / semi-monthly pay period)
More than 5 years through 10 years of Employment	15 days per year (5.00 hours / semi-monthly pay period)
More than 10 years through 15 years of employment	20 days per year (6.67 hours / semi-monthly pay period)
More than 15 years through 20 years of employment	22.5 days per year (7.50 hours / semi-monthly pay period)
More than 20 years of employment	25 days per year (8.34 hours / semi-monthly pay period)

Part-time employees begin to accrue vacation upon completion of their probationary period, on a pro-rata basis of the rates set forth above, based on the percentage of their full-time equivalent rate.

Vacation shall accrue each pay period and be added to the employee's vacation balance. There shall be a cap on the vacation balance of two times the

annual accrual rate. No employee shall have more than two times his/her annual accrual in his/her vacation balance. Thus, an employee who earns vacation at the rate of 10 days per year shall not have more than 20 days accrued vacation. Employees who reach the cap shall cease accruing vacation until such time as their vacation balance drops below the cap, at which time the employee shall again accrue vacation.

Vacation time will be used to cover absences due to illness or injury when an employee has an illness/injury and has no remaining sick leave.

All employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year.

This policy applies to employees working in the following classifications:

<u>Accounting Clerk II</u>	<u>Accounting Supervisor</u>
<u>Account Credit Clerk I and II</u>	<u>Asst. GM/Chief Engineer</u>
<u>Auditor/Controller</u>	<u>Consumer Services Supervisor</u>
<u>Engineering Services Representative</u>	<u>Executive Asst./District Secretary</u>
<u>General Manager</u>	<u>HR / Safety Manager</u>
<u>Receptionist/Customer Service Asst</u>	<u>Senior Accountant</u>
<u>Staff Accountant</u>	<u>Storekeeper/Safety Coordinator</u>

B. Holidays

With regards to holiday accruals, Section 20 of the current (2023-2028) MOU shall be amended as follows, adding Veteran’s Day to the District Holiday schedule (formerly a Floating Holiday) upon ratification of this agreement and BOD approval.
Effective January 1, 2024:

District Holidays (11)

<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King's Birthday</u>	<u>3rd Monday in January</u>
<u>President’s Day</u>	<u>3rd Monday in February</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>1st Monday in September</u>
<u>Veterans Day</u>	<u>November 11th</u>
<u>Thanksgiving Day</u>	<u>4th Thursday in November</u>
<u>Day after Thanksgiving</u>	<u>4th Friday in November</u>
<u>Christmas Eve afternoon (1/2 day)</u>	<u>December 24</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>New Year's Eve afternoon (1/2 day)</u>	<u>December 31</u>

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday. If Christmas or New Year’s Eve falls on a weekend (Saturday or Sunday), a half-day off will be granted to all employees in the afternoon of the preceding business day.

Floating Holidays (4)

With regards to Floating Holidays of the current (2023-2028) MOU shall be amended as follows by replacing floating Holiday of Veteran's Day with Cultural Appreciation Day. ~~which is intended for employees of all culture and inclusive of (but not limited to) holidays such as Juneteenth, Lunar New Year and César Chávez Holidays.~~

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays per year that may be taken on dates selected by the employee and approved by the District, subject to the accrual maximum and limitations set forth below.

Lincoln's Birthday

Admission Day

Columbus Day

Cultural Appreciation Day*

February 12

September 9

2nd Monday in October

Floating Day

* Cultural Appreciation Day which is intended for employees of all culture and inclusive of (but not limited to) holidays such as Juneteenth, Lunar New Year and César Chávez Holidays.

Effective January 1, 2020, for full-time employees, one floating holiday shall accrue on the first day of each quarter as follows: January 1, April 1, July 1, and October 1. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Should an employee begin employment after the first day of a quarter, the employee shall not earn a floating holiday until the start of the following quarter, as there is no pro-ration of floating holiday for new employees (i.e. if employee begins work on April 5, employee will not earn a floating holiday until July 1). Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached five days (40 hours) for regular full-time employees and a prorated amount for regular part-time employees. Once an employee uses accrued floating holiday leave to bring the accrued amount below the cap, the employee will resume accruing floating holiday leave up to the cap. Temporary employees do not accrue Floating Holiday time off.

Floating holiday time will be used to cover sick time off when an employee has an illness/injury and has no remaining sick or vacation leave. Refer to the Family and Medical Leave section if absence has been designated as leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA). Refer to the Pregnancy Disability section if the absence is related to a pregnancy or pregnancy related disability.

B-C. Sick Leave

Full-time and part-time employees shall be eligible to earn sick leave on the first of the month following the completion of their initial probationary period. Accrued sick leave shall be added to the employee's sick leave balance each pay period.

Full-time employees shall earn one day of sick leave per month. On December 1 of each year, sick leave days earned in excess of 90 may be paid to the employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave provided that such addition to the vacation balance does not exceed the vacation cap.

Part-time employees shall accrue sick leave based on the percentage of their full-time equivalent ("FTE") status (e.g., 80% x 1 day = 0.8 days per month). On December 1 of each year, sick leave days earned in excess of the part-time employee's FTE status multiplied by 90 days (e.g., 80% X 90 days = 72 days) may be paid to the part-time employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave, provided that such addition to the vacation balance does not exceed the vacation cap.

Employees on probation and/or are classified as temporary status shall earn 1 hour for every 30 hours worked of sick time from date of hire. Those on their probationary period shall be eligible to begin taking accrued sick time after 90 days of employment. After passing probation, employees will convert to the Full-Time Sick accrual.

Sick leave shall be used only for:

1. the illness or injury of the employee which prevents the employee from working;
2. medical or dental appointment of the employee or child (where the employee is required to transport the child to or from the appointment); provided that the amount of sick leave used for such appointment is the amount of time reasonably necessary to travel to and from and attend the medical appointment; or
3. to attend to the illness of a member of the employee's immediate family where that illness requires the attendance of the employee, provided that, if the sick leave exceeds three days, the employee shall provide the District a medical certification issued by the health care provider documenting the illness of the immediate family member.

Abuse of sick leave, including but not necessarily limited to using sick leave for purposes not herein specified, excessive use of sick leave, or a pattern of the use

of sick leave which demonstrates its abuse, is grounds for disciplinary action.

Regular attendance by every employee is important and necessary to the successful operation of the District. Excessive absenteeism causes a hardship on both the District and its employees.

Upon request by the District, an employee will be required to submit a written doctor's verification of their illness or medical appointment and that the doctor has released the employee to return to duty with or without restrictions.

D. Bereavement Leave of Absence

Employees shall be entitled to use up to five days sick leave following the death of the employees' family member.

Those taking bereavement leave may use sick or any other paid time off pay for the purpose of attending the funeral services and/or making necessary arrangements for such services for members of the employee's immediate family. For purposes of this policy, immediate family means the employee's spouse, spouse's children, biological children, grandchildren, parents, parent-in-laws, grandparents, siblings, aunts and uncles. Based upon particular circumstances and with the approval of the General Manager, employees may be permitted to expand the definition of immediate family.

E. Reproductive Loss Leave

Employees who have been employed for a minimum of 30 days may take up to five days of reproductive loss leave following a reproductive loss event, as defined under Government Code section 12945.6. Currently, the law defines a "reproductive loss event" to mean a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within 12 months, the employee may take up to 20 days' reproductive loss leave within the 12-month period. Leave must be taken within three months of the loss or other leave the employee takes immediately following the loss, and it need not be taken in consecutive days. Reproductive loss leave is unpaid, except the employee may use vacation, personal leave, sick leave, or compensatory time off otherwise available.

G.F. Jury Duty Leave

Non-probationary full-time and part-time employees are eligible for up to a maximum of 15 days of paid leave for jury duty in any calendar year. An employee who receives a notice to appear for jury service shall immediately notify his/her supervisor of the notice. Depending upon the needs of the District, the General Manager may request that the employee postpone or defer jury duty. Any monies

paid to the employee for jury duty service shall be deducted from the employee's pay for that day. Part-time employees shall have this paid leave prorated. Employees who exhaust their paid jury duty leave shall be provided unpaid jury duty leave for the duration of the jury duty. Nothing in this policy shall prevent an employee from using his/her vacation or floating holiday time for jury duty.

~~D-G.~~ Military Duty Leave

Employees shall be granted military leave in accordance with the provisions of the California Military and Veterans Code, section 395 *et seq.* ([California Military and Veterans Code Section 395.01 \(public law\)](#)).

~~E-H.~~ Leave without Pay

The District General Manager may grant regular employees leave without pay (LWOP) provided that such leave shall not impose an undue hardship on the District. The granting of such LWOP is at the sole discretion of the District General Manager. Employee insurance benefits (health, dental, vision, and life) shall continue during the period of LWOP at the employee's expense, and the employee shall pay said insurance cost to the District prior to commencement of the LWOP. Employees shall be eligible to request LWOP upon completion of probation. The employee requesting LWOP shall exhaust all vacation and floating holiday leave before commencing unpaid leave.

I. Management Leave

The Water Quality Supervisor and Distribution & Treatment Plant Supervisor classifications shall be eligible for up to eighty (80) hours of Management Leave per calendar year, subject to the provisions as more specifically set forth under the Employee Handbook. Management Leave shall be subject to management approval, is "use it or lose it" by December 31 of each calendar year, is prorated for new hires, and has no cash value upon separation of employment or retirement. The District's approval or denial of said leave shall not be subject to the grievance procedures as set forth under the MOU.

Further, it is expressly agreed that the Water Quality Supervisor and Distribution & Treatment Plant Supervisors that are the only classifications in the Employee Association's unit that is eligible for Management Leave, and Management Leave shall not be extended to any other classifications which are represented by the Employee Association unless specifically agreed upon by the District and EA in subsequent negotiations.

12. Insurance Benefits

The descriptions of benefits stated herein are intended as a guide to employees. All plan benefits are governed by the actual terms of the plan. Summary Plan descriptions are available from the District upon request by the employee. The parties agree that in the event that the cost of insurance increases during the life of this Agreement, the District may change carriers/plans provided that the benefits provided by the new carrier/plan are approximately similar to the current plan(s). In the alternative, and at the sole discretion of the District, it may require employees to pay for the cost increase.

A. Life Insurance

Effective the first of the month following the completion of the probationary period, all eligible employees shall receive term life insurance coverage equal to their base annual salary. An Accidental Death and Dismemberment policy is included in the coverage. Employees may be able to continue this coverage after leaving the District by converting the policy to an individual policy. However, the individual will be responsible for payment of the converted insurance.

B. Health Insurance –

Coverage is available the first of the month following date of employment for full-time and part-time employees.

The District contracts for health insurance through the California Public Employees' Retirement System (CalPERS). Through the CalPERS health program, employees can choose from a number of different plans. Some are Health Maintenance Organizations (HMO) and some are Preferred Provider Organizations (PPO) Plans. The CalPERS Basic Health Plans booklet contains information about the HMO and PPO Plans. Detailed information for each plan is available for your review by contacting the HR/Safety Manager.

Dependent children of employees up to the age of 26 will be eligible for Health insurance.

This information supersedes and takes precedence over the summary of these plans set forth in this agreement.

The District reserves the right to change these plans at any time, in its sole discretion, consistent with any legal obligations it may have. The District shall contribute up to \$3,830 per year to the CalPERS Health Plan proportionate to the employee's full-time equivalent (FTE) status. Under IRC Section 125, the District will make the following annual contributions for employees into a qualified Cafeteria Plan effective January 1, 2013:

Single employees shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual employee-only premium amount less \$3,830

proportionate to the employee's FTE status, e.g. $(\$137 + 85\% \times \text{Current Premium Amount}) - \$3,830 \times \text{FTE Status}$.

Employees with one dependent shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual 2-party premium amount less \$3,830 proportionate to the employee's FTE status.

Employees with two or more dependents shall receive \$137 plus 85% of the current year annual family Kaiser Basic Medical Plan annual family premium amount less

\$3,830 proportionate to the employee's FTE status.

C. Duplicate Coverage/ Cash in-Lieu of Health Coverage:

For all new employees hired on or after January 1, 2024 who provide acceptable proof of alternative insurance for themselves and all dependents may receive a monthly "stipend", based on the health coverage level of which the employee qualifies for (i.e. single, dual or family), in lieu of being on the District's medical insurance plan as follows:

Single Coverage - \$500 per month

Dual Coverage - \$750 per month

Family Coverage - \$ 750 per month

New employees will be eligible for Hybrid coverage.

Hybrid coverage is if an employee that takes District benefits for "self" and their family members are covered under spouses or other non-District type coverage

The amounts above are effective January 1, 2024. Starting on July 1, 2025 and each year annually thereafter, the amounts will be adjusted based on the year-to-year change for April as published under the Consumer Price Index, San Francisco Area.

Any current employees hired prior to January 1, 2024, will be grandfathered under the current duplicate and duplicate hybrid coverage plans. Employees in this tier are allowed to convert between duplicate and District health insurance plan options. (allowable) – see "Other Health Care Insurance Available (Duplicate Medical Coverage)" in the Employee Handbook.

Those under Duplicate and Hybrid coverage will be required to show proof of family's "other coverage" to be eligible for these plans. The parties agree that District will consult with Benefits Counsel to rewrite the existing Health Coverage language for compliance purpose and may amend its current IRC Section 125 Cafeteria Plan arrangement for the purpose of achieving this purpose.

Any Rehires will be treated as new hires under the Duplicate coverage policy.

~~Employees who provide acceptable proof of alternative insurance for themselves and all dependents may use the Cafeteria Plan contribution for purposes other than supplemental medical insurance as follows:~~

- ~~a) Employee may utilize this money to purchase supplemental medical, dental and vision insurance for self or dependent family members; and/or,~~
- ~~b) Employee may elect to contribute the money to the District's 457 deferred compensation plan; and/or,~~
- ~~c) Employee may take this money as a cash payment.~~

The Cafeteria Plan contributions shall be adjusted annually in an amount equal to 85% of the change in the Kaiser Basic Medical Plan premium amount based on family status, i.e., employee only, employee and one dependent, employee and two or more dependents.

B-D. Dental Insurance

Effective the first of the month following the date of employment, eligible employees shall to participate in the District's self-insured dental plan administered by Redwood Health Insurance Services at no charge for full-time employees and pro-rated for part time employees. Dependent children of employees up to the age of 26 will be eligible for Dental insurance.

E. Vision Insurance

Effective the first of the month following the date of employment, full-time and part-time employees regularly scheduled to work at least twenty (20) hours per week, shall be eligible to participate in the District's vision plan at no charge for full-time employees and pro-rated for part-time employees. Dependent children of employees up to the age of 26 will be eligible for Vision insurance.

Eye Med Vision plan will become effective on February 1, 2024 for all eligible employees. Employees currently on the Districts Self-Funded plan will have a 31-day run out period (January 2024) to utilize any remaining funds available to them or their family members. Effective February 1, 2024 the Districts self-funded plan will sunset and funds will no longer be available to employees.

B-F. Long Term Disability Insurance

Effective the first of the month following the completion of the probationary

period, full time and part time employees regularly scheduled to work at least twenty (20) hours per week shall be eligible to participate in the District's self-insured long-term disability insurance plan.

G. Other Benefits

Employees participating in the Medical Flexible Spending account will be allowed to carryover the allowable monies as outlined by IRS regulations to the following plan year.

Except as they may be modified by the terms of this Agreement, the District agrees that it will not modify existing District benefit levels as set forth in the Employee Information Booklet without providing advance notice to the Association and an opportunity to meet and confer regarding the changes.

G.H. Affordable Care Act

If at any time during the life of this Agreement the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its related regulations and cause the District to be subject, directly or indirectly, to any penalty, tax, fine, assessment or other payment, the parties agree that this Memorandum of Understanding shall reopen for negotiations not less than six months prior to the effective date of the implementation of the penalty, tax, fine, assessment, or other payment for the sole purpose of modifying the health insurance provisions of this Agreement to address the changes and cost implications as a result of the Affordable Care Act.

13. Retirement

Participation in the California Public Employees' Retirement System (CalPERS) Pension Plan is mandatory and is effective upon employment for all full-time and part-time employees.

For employees hired prior to January 1, 2013, benefits are based on the average monthly pay earned during the final (or highest) year of service. The basic, unmodified formula is $2.5\% \times \text{number of years of credited service} \times \text{monthly pay} = \text{monthly benefit for retirement at age 55}$. Employees who have been covered under Social Security during their CalPERS employment must use the modified formula in calculating their monthly benefit; i.e. $2.5\% \times \text{number of years credited service} \times (\text{monthly pay less } \$133.33) = \text{monthly benefit for retirement at age 55}$. Several options are also available to have benefits paid to a surviving beneficiary in the event of death or retirement.

For employees hired on or after January 1, 2013, benefits are in accordance with the Public Employees' Pension Reform Act of 2013, which stipulates a 2% at age

62 plan based on the highest average 3-years of compensation.

Effective on January 1, 2013, all employees (including all employees hired on or after January 1, 2013) will contribute 1.6% of salary toward the cost of CalPERS retirement benefits. Effective October 1, 2013 and on each subsequent October 1 through October 1, 2016, all employees (including all employees hired on or after January 1, 2013) will contribute an additional 1.6% of salary toward the cost of CalPERS retirement benefits, until employees are paying a total of 8% toward the cost of CalPERS retirement benefits.

14. Retiree Medical

~~B.A.~~ Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 12 ~~Years Service~~ Years' Service (for employees hired on or before September 30, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or before September 30, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 12 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

For retirees who retired prior to January 1, 2013, the District's contribution toward the chosen plan will be 90% of the Kaiser Basic Medical Plan premium amount.

For retirees who retired on or after January 1, 2013, the District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

~~C.B.~~ Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 20 Years Service (for employees hired on or after October 1, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or after October 1, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 20 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

The District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

D-C. Retirees - Other (not meeting the age and/or service requirements stated above)

Subject to the eligibility restrictions of the group health insurance contract with CalPERS, the District will make a monthly contribution toward the cost of health insurance coverage.

15. Work in Higher Class

Upon approval by the General Manager, a regular employee who is assigned by the District to work in a higher classification will receive an upgrade pay after being in acting capacity for at least 40 consecutive hours in the higher classification. The person acting in the higher classification shall receive a differential of a 5% increase over their base hourly rate or the lowest step of the higher classification, whichever is greater, but in no event more than 15% greater than their regular base hourly rate. Working out of class is limited to 960 hours in any fiscal year per Government Code section 20480.

16. Oceania Marin Wastewater System Operator-in-Charge & Designated Operator-in-Charge Extra Duty Incentive Pay

At the sole discretion of the General Manager, extra duty incentive pay may be offered to one designated Stafford Treatment Plant operator, in addition to their regular duties, as compensation for performing extra duties as the Operator-in-Charge ("OIC") of the Oceana Marin Wastewater system ("Oceana Marin"). No more than one OIC designation and/or extra duty incentive pay will be in effect from time to time for Oceana Marin, and the need for OIC designation will be determined by the General Manager.

To be eligible, the designated OIC must have, at minimum, a valid California Wastewater Treatment Plant Operator Grade I certification (consistent with the requirements under chapter 26 of division 3 of title 23 of the California Code of Regulations or any current applicable regulations) that is not required for their current classification. The designated OIC will be eligible for an extra duty incentive pay of \$550 per month while performing such OIC extra duties in this capacity, and the extra duty incentive pay shall not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation). The designated DOIC will be eligible for an

extra duty incentive pay of \$300 per month while performing such DOIC extra duties while under supervision of the OIC in this capacity, and the extra duty incentive pay shall not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation). The extra duty incentive pay associated with the OIC & DOIC designation will only be paid to one District employee at any given time, to be determined by the General Manager.

—The District's determination of the application of this provision (including its decision whether or not to designate an OIC/DOIC or the designation of individuals to perform the OIC duties) shall not be subject to the grievance procedure of this MOU.

17. Maximum Working Hours & Fatigue Time

No employee shall be required to work in excess of sixteen (16) consecutive hours. In emergency circumstances, this limit may be exceeded on a short-term basis. Employees having worked twelve (12) consecutive hours or more will be allowed a minimum of eight (8) consecutive hours off (also known as "rest period" or "fatigue time" as referred to in this section), with no deduction from the employee's leave balances, before an additional work assignment.

Time Off Based on Unscheduled Overtime. Employees will be granted a paid rest period for unscheduled overtime (OT) as follows without affecting their normal pay:

If OT worked is 4 hours or more and ends within 8 hours of the start time for the next regular shift, the employee shall return to regular shift 8 hours after work assignment ends. If return time is within 3 hours of the end of the regular shift, the employee does not return to next regular shift.

OT that starts within 4 hours of the start of the regular shift shall be held over and shall report to work for regular shift and will be released after a total of 10 hours is worked (OT plus regular hours).

Employee who would otherwise be released from work under this provision may be held over or called back in to work during the normal shift hours to respond to an immediate or emergency situation. If this occurs, hours worked during the "fatigue time" period will be paid at time and one-half.

Qualification for a paid rest period under this provision is based on actual hours worked and not on minimum call back hours recorded as OT.

Employees shall not receive fatigue time if: (i) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (ii) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (iii) they are assigned to continuous operations.

Fatigue time must be taken during the first or last part of the next regularly scheduled workday coinciding with the time taken. Employees receiving fatigue time shall notify their immediate or after-hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

Supervisory approval must be obtained to work through a rest period. During normal working hours that approval can be obtained through the immediate supervisor or above. After normal working hours, approval must be obtained from the on-call supervisor. If an employee elects to work through their rest period, they will continue to

be paid at the applicable overtime rate until they are relieved from work, at which time they will be given a rest period consistent with the provisions of this Side Letter Agreement.

Employees will be allowed to use vacation or CTO in lieu of returning to work. Time off will not be unreasonably denied.

EXAMPLES

- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 9 p.m. and works until 2 a.m. Employee is released from work until 10 a.m. (8 hours).
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 7 p.m. and works until 11 p.m. Employee will return to work at the beginning of his or her regular shift.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch break.
- Employee is called back to work at 11 p.m. and works until 5 a.m. Employee is released from work until 1 p.m. (8 hours). However, because there are fewer than 3 hours left in employee's regular shift, he or she need not return to work.
- Employee's normal work shift is from 7 a.m. to 3:30 p.m. with a 1/2-hour lunch

break.

- Employee is called back to work at 4 a.m. Employee will continue working at the start of his or her shift and will be released from work at 2 pm. (after 10 hours).

15-18. Disciplinary Action

The levels of disciplinary action may include, but are not necessarily limited to, warning/reprimand (oral and/or written), suspension, demotion, and discharge. The District shall use the principals of progressive discipline in meting out disciplinary action; however, depending upon the circumstances, discipline may be imposed at any level without invoking prior disciplinary steps.

When imposing disciplinary action, the District will comply with any applicable due process requirements of state and federal law.

Employees who wish to challenge the level of discipline may do so by utilizing the Grievance Procedure. Grievances involving written reprimands shall in the first instance be filed at Step II (of the Grievance Procedure) with the Department Head. Grievances involving other discipline shall be filed in the first instance at Step III with Human Resources then will be presented in Step IV to the General Manager. For more detailed guidelines please refer to the Grievance Procedure policy.

16-19. Layoff/Seniority

In the event that the District determines that it must implement a reduction in force (layoff employees for economic reasons), it will notify the Association in writing forty-five (45) days in advance of the anticipated effective date for the layoffs and meet and confer with the Association regarding a procedure of accomplishing the layoffs as well as are employment procedure for any employees who were adversely impacted by the reduction in force.

17-20. Work Hours/Schedules

A. Regular Work Schedules

Regular full-time employees shall work forty hours each week.

District Office

Monday through Friday 8:00am through 5:00pm with a One-hour unpaid lunch.

Field Construction, Maintenance and Operations Crews

Monday through Friday, 7:00am through 3:30 pm with a one-half hour unpaid lunch.

Treatment Plant Operators

Specific start and stop times of shifts vary seasonally and are determined by the Operations/Maintenance Superintendent and approved by the General Manager based upon the needs of the District. See Shift Schedules below.

The purpose of the swing/graveyard shift differential program is to compensate employees for working shifts other than regular day shift during the treatment plant operating season and thus provide longer operating hours.

Responsibilities

Based upon the needs of the District each operation season the Treatment Plant/Distribution Supervisor (Supervisor) will prepare a treatment plant operation schedule and assign Treatment Plant Operators to the schedule. The supervisor is responsible for approving the proper reporting of the shift differentials on the employees' timesheets.

Compensation

Swing and graveyard shift differential are paid to the assigned Treatment Plant Operator working during swing and/or graveyard shifts only during plant operating times.

The shift hours and compensation are defined as follows:

<u>Shift</u>	<u>Hours</u>	<u>Shift Differential (% of employee's regular hourly rate)</u>
<u>Day</u>	<u>7:00AM – 5:00PM Monday – Friday</u>	<u>No differential</u>
<u>Swing</u>	<u>5:00PM – Midnight Monday – Friday</u>	<u>5%</u>
<u>- Graveyard</u>	<u>Midnight – 7:00AM Monday – Friday</u>	<u>10%</u>
<u>Weekend Swing</u>	<u>7:00AM – Midnight Saturday 7:00AM – Midnight Sunday</u>	<u>5%</u>
<u>Weekend Graveyard</u>	<u>Midnight Friday – 7:00AM Saturday Midnight Saturday – 7:00AM Sunday Midnight Sunday – 7:00AM Monday</u>	<u>10%</u>

Treatment Plant Operator shift differential compensation will vary as their assigned shift hours overlap any of these defined shifts. For example, if the

assigned shift is 10:00AM – 8:00 PM on a weekday, 3 hours of swing shift differential will be paid for the hours worked 5:00PM – 8:00PM.

In emergency situations or outside of normal working hours other departments (such as FSR's, Maintenance and Construction) may be subject to this policy at the discretion of the Department Heads and/or the General Manager.

21. Alternate/Flexible Work Schedule

An individual employee's or group of employees' requests (i.e. crew) for an alternate/flexible work schedule (e.g. 9/80, 4/10, flexible start/end times) shall be considered on an individual or departmental basis and may be approved provided there is no adverse effect on District operations as determined by the Department Head and General Manager, and at the District's sole discretion. It is understood that such alternate/flexible work schedules may not be permanent. Alternate/flexible work schedules may be revoked upon ten (10) working days' notice to the employee or group of employees affected by the revocation.

18-22. On-Call Compensation

Construction and Maintenance on-call and stand-by employees are paid on a daily or weekly basis for serving on-call or stand-by duty. Future adjustments to this compensation will be consistent with any adjustments to the District Salary Schedule through the use of the current on- call compensation calculation spread sheet on file with the Auditor-Controller.

With the prior approval of the Operations/Maintenance Superintendent, Ops/EM employees may take three hours of compensating time off in lieu of pay for each day of weekend or holiday on-call duty served.

The above compensation is payment for all on-call activity except for time when the employee must respond in the field. If the assigned on-call employee must respond in the field or is called in to work, overtime shall be paid in accordance with the District's overtime policy.

23. Longevity Bonuses

The District agrees to continue its practice regarding longevity bonuses with two additional tiers:

20 Years - \$1,000
25 Years - \$1,500

30 Years - \$2,000

35 Years - \$2,500

24. Wages

Effective October 1, 2023, employees shall receive a 5.0% Cost of Living (COLA) salary increase. To the extent the COLA will be retroactive to October 1, 2023, it is subject to the parties reaching an overall Tentative Agreement towards a successor MOU and ratified by the Employee Association's membership on or before December 31, 2023.

Effective July 1, 2024 and on each subsequent July through 2027, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (May 1 of the previous year through April 30 of the current year), with a minimum (Floor) of 2.25% and a maximum (Ceiling) of 4.5%.

In the event that the CPI-U San Francisco – Oakland – San Jose (based on year-to-year change from May 1 of the previous year through April 30 of the current year) exceeds 5.75%, the parties agree to reopen Article 21- Wages of this Agreement and bargain solely for a cost-of-living adjustment applicable to all employees covered by this Agreement.

18.25. Pay Day

Payday is on the 5th and 20th of each month. If the 5th and/or 20th of the month fall on a weekend or holiday, payday will be the prior business day.

Employees on direct deposit will have their funds available in their individual bank accounts on payday or, many times, the day before. Existing employees are encouraged to enroll in direct deposit, and all new employees shall enroll in direct deposit. A new employee who is either opposed or unable to enroll in direct deposit may appeal this requirement to the General Manager.

26. 457(b) Deferred Compensation

The District will provide a match of up to 1% of annual salary for all employees who elect to participate in the Nationwide 457(b) deferred compensation plan. Employees must participate and contribute up to 1% to receive the full match. The District reserves the right to limit enrollment to Nationwide only for purposes of matching employee contributions. 457(b) deferred compensation will be effective July 1,

2024.

27. Duration

This agreement shall be in effect from October 1, 2023 through June 30, 2028.

Date: _____

NMWD General Manager

Date: _____

NMWD Employee Association Chair

EXHIBIT A

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT

TO FIELD, CLERICAL AND TECHNICAL REPRESENTATION UNIT

Effective October 1, ~~2018~~ 2023

JOB CLASSIFICATION
ADMINISTRATION DIVISION
Receptionist/ Customer Service Assistant
Account/Credit Clerk II
Accounting Clerk II
Field Service Representative I / II
Field Service Representative Lead
Store Keeper/Safety Coordinator
ENGINEERING DIVISION
Engineering Secretary
Engineering Services Rep
Engineering Technician III
Engineering Technician IV
Engineering Assistant

JOB CLASSIFICATION
CONSTRUCTION/ MAINTENANCE DIVISIONS
Utility Worker I Laborer
Utility Worker II / Pipe Worker Assistant
Utility Worker III / Pipe Worker
Heavy Equipment Operator
OPERATIONS/MAINTENANCE DEPARTMENT
Utility Worker I / II
Cross Connection Control Tech I / II
Auto/Equipment Mechanic
Ops/Maint. Program Assistant I / II / III
Apprentice Electrical Mechanical Tech
Electrical/Mechanical Tech
Sr. Electrical/Mechanical Tech

EXHIBIT B

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT TO PROFESSIONAL REPRESENTATION UNIT

Effective October 1, ~~2018~~ 2023

JOB CLASSIFICATION
ADMINISTRATION DIVISION
<u>Staff Accountant</u>
Senior Accountant
ENGINEERING DIVISION
Junior Engineer
Water Conservation Coordinator
Assistant Engineer
Associate Civil Engineer
OPERATIONS/MAINTENANCE DEPARTMENT
Laboratory Technician
Chemist I and II
Senior Chemist
Assist. Distrib. & Treatment Plant Operator
Distribo. & Treatment Plant Operator
Sr. Water Distribution & TP Operator

EXHIBIT C

NORTH MARIN WATER DISTRICT

JOB CLASSIFICATIONS ELIGIBLE FOR

ASSIGNMENT TO SUPERVISORY REPRESENTATION UNIT

Effective October 1, ~~2018~~ 2023

JOB CLASSIFICATION
ADMINISTRATION DIVISION
Consumer Services Supervisor
Accounting Supervisor
ENGINEERING DIVISION
Senior Engineer
OPERATIONS/MAINTENANCE DEPARTMENT
Maintenance Supervisor
Distribution & Treatment Plant Supervisor
Water Quality Supervisor
CONSTRUCTION/MAINTENANCE DEPARTMENT
Distribution/Maintenance Foreman
Pipeline Foreman

SIDE LETTER AGREEMENT TO THE 2023 – 2028 NMWD/EMPLOYEE ASSOCIATION MEMORANDUM OF UNDERSTANDING

The District and the Employee Association agree to this side letter agreement as follows:

- The District will grant one-time equity adjustments for the following classifications to be paid out July 1, 2024:

Position	7/1/2024 Equity Adjustment
Accounting Supervisor	4.3%
Apprentice Elec/Mech Tech	9.7%
Assistant Civil Engineer	5.8%
Associate Civil Engineer	5.8%
Auto/Equipment Mechanic	7.9%
Chemist I	4.8%
Chemist II	4.3%
Consumer Services Supervisor	6.5%
Cross Connection Tech I	8.3%
Cross Connection Tech II	8.3%
Elec/Mech Tech	9.7%
Engineering Secretary	7.3%
Engineering Services Rep	7.3%
FSR Lead	2.5%
Heavy Equip. Operator	4.0%
Junior Engineer	5.8%
Lab Tech	21.2%
Maintenance Supervisor	14.2%
Senior Chemist	4.3%
Senior Elec/Mech Tech	9.7%
Senior Engineer	6.8%
Storekeeper/Safety Coord.	2.8%
Utility Worker I (Laborer)	4.3%
Utility Worker II (Maint Asst.)	4.3%
Utility Worker II (Pipe Asst.)	4.3%
Utility Worker III (Pipe Worker)	4.3%
Water Conservation & Communications Mgr	6.0%
Water Quality Supervisor	3.6%
Asst Water Distrib & TP Op	1.6%
Water Distrib & TP Op	1.6%
Sr. Water Distrib & TP Op	1.6%
Distrib & TP Supervisor	9.8%

- The District will update salary ranges with updated COLA and wage adjustments for all classifications.
- New Certification ~~pay built into the~~as part of base pay for required Duel certifications for Distribution & Treatment Plant Operators.
- The Distribution and Treatment Plant Operators have an updated salary schedule that ~~builds in~~includes, as part of base pay, the new certification pay based upon the following guidelines and becomes effective 7/1/2024.:
 - D1/ T1 - \$100 per month
 - D2 / T2 - \$200 per month
 - D3 / T3 - \$300 per month
 - D4 / T4 - \$400 per month
 - D5 / T5 - \$500 per month

This certification pay applies when both Treatment and Distribution certifications are held. When these two certifications are not at the same level the employee will be paid at the lower of the two certifications possessed.

- The Distribution & Treatment Plant Supervisor will convert to FLSA exempt position upon ratification of this agreement and BOD approval with no retroactivity. The Distribution & Treatment plant supervisor will still remain eligible for the Duel Certification Pay.
- A one-time lump sum Retention Payment of \$1,500 to be paid out the first pay period after ratification of the agreement and BOD approval. The retention payment is NON-PERSable.
- The District will match the employee's contributions to the Nationwide 457(b) deferred compensation plan with up to 1% of annual salary.
- The Vacation Accrual cap will increase to 2x the annual accrual limits effective 1/1/2024.
- The Safety Boot limit reimbursement will increase to a limit of \$400 per year "as needed", subject to the Construction Superintendent or Department Head's ~~supervisors'~~ approval upon ratification of this agreement.
- The District agrees to conduct a position classification study and salary survey prior to expiration of this agreement on June 30, 2028. The District and Association agree to meet in advance of the salary survey to discuss comparable agencies and the purpose of the salary survey. If the District and the Association do not agree upon the comparable agencies and/or criteria of the survey, each party shall have the right to individually recommend its preferred set of agencies and criteria to the Board. The Board's decision regarding the appropriate comparable agencies and criteria of the survey shall be final and not subject to the grievance procedure. The District shall use the Board-approved decision to conduct an updated salary survey.
 - The Merit Step language will be removed as currently outlined for step (5) for pay progression. The employees who are reaching their 18-month step at the time of the ratification of this contract will proceed with the 24-month step progression (instead of the 30-month step), after which they will

progress to the 42-month step. Conversely, employees who are currently in the 1st step or 2nd step will follow the new progression as proposed by the EA and the employees who are targeted to reach 5th step (for 48-month current structure) will be evaluated at the 42-month progression upon ratification of this agreement.

NORTH MARIN WATER DISTRICT
Employee Salary Ranges and Job Classifications - Effective 10/01/2023

PROPOSED to the Board on January 9, 2024

JOB CLASSIFICATION					
	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
<u>ADMINISTRATION DEPARTMENT</u>					
Receptionist/Customer Service	5,506	5,781	6,070	6,374	6,693
	66,072	69,372	72,840	76,488	80,316
Account/Credit Clerk II	6,080	6,384	6,703	7,038	7,390
	72,960	76,608	80,436	84,456	88,680
FSR I	6,125	6,431	6,753	7,091	7,446
	73,500	77,172	81,036	85,092	89,352
FSR II	6,554	6,882	7,226	7,587	7,966
	78,648	82,584	86,712	91,044	95,592
FSR Lead	7,220	7,581	7,960	8,358	8,776
	86,640	90,972	95,520	100,296	105,312
Consumer Services Supervisor	8,593	9,023	9,474	9,948	10,445
	103,116	108,276	113,688	119,376	125,340
Storekeeper/Safety Coord.	6,777	7,116	7,472	7,846	8,238
	81,324	85,392	89,664	94,152	98,856
Accounting Clerk II	6,080	6,384	6,703	7,038	7,390
	72,960	76,608	80,436	84,456	88,680
Staff Accountant	7,833	8,225	8,636	9,068	9,521
	93,996	98,700	103,632	108,816	114,252
Senior Accountant	8,971	9,420	9,891	10,386	10,905
	107,652	113,040	118,692	124,632	130,860
Accounting Supervisor	9,661	10,144	10,651	11,184	11,743
	115,932	121,728	127,812	134,208	140,916
Water Conservation & Communications Mgr	10,723	11,259	11,822	12,413	13,034
	128,676	135,108	141,864	148,956	156,408
	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
<u>Engineering Department</u>					
Engineering Secretary	6,329	6,645	6,977	7,326	7,692
	75,948	79,740	83,724	87,912	92,304
Engineering Services Rep	6,926	7,272	7,636	8,018	8,419
	83,112	87,264	91,632	96,216	101,028
Engineering Technician IV	8,244	8,656	9,089	9,543	10,020
	98,928	103,872	109,068	114,516	120,240
Engineering Assistant	9,106	9,561	10,039	10,541	11,068
	109,272	114,732	120,468	126,492	132,816
Junior Engineer	8,607	9,037	9,489	9,963	10,461
	103,284	108,444	113,868	119,556	125,532
Assistant Civil Engineer	9,409	9,879	10,373	10,892	11,437
	112,908	118,548	124,476	130,704	137,244
Associate Civil Engineer	11,062	11,615	12,196	12,806	13,446
	132,744	139,380	146,352	153,672	161,352
Senior Engineer	12,167	12,775	13,414	14,085	14,789
	146,004	153,300	160,968	169,020	177,468

NORTH MARIN WATER DISTRICT
Employee Salary Ranges and Job Classifications - Effective 10/01/2023

PROPOSED to the Board on January 9, 2024

	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
<u>Construction Department</u>					
Utility Worker I (Laborer)	5,454	5,727	6,013	6,314	6,630
	65,448	68,724	72,156	75,768	79,560
Utility Worker II (Pipe Asst.)	5,851	6,144	6,451	6,774	7,113
	70,212	73,728	77,412	81,288	85,356
Utility Worker III (Pipe Worker)	6,777	7,116	7,472	7,846	8,238
	81,324	85,392	89,664	94,152	98,856
Heavy Equip. Operator	7,035	7,387	7,756	8,144	8,551
	84,420	88,644	93,072	97,728	102,612
Dist. Maintenance Foreman	8,227	8,638	9,070	9,524	10,000
	98,724	103,656	108,840	114,288	120,000
Pipeline Foreman	8,227	8,638	9,070	9,524	10,000
	98,724	103,656	108,840	114,288	120,000
<u>Operations Department</u>					
Program Assistant I	5,557	5,835	6,127	6,433	6,755
	66,684	70,020	73,524	77,196	81,060
Program Assistant II	6,754	7,092	7,447	7,819	8,210
	81,048	85,104	89,364	93,828	98,520
Program Assistant III	7,429	7,800	8,190	8,600	9,030
	89,148	93,600	98,280	103,200	108,360
Cross Connection Tech I	5,960	6,258	6,571	6,900	7,245
	71,520	75,096	78,852	82,800	86,940
Cross Connection Tech II	7,244	7,606	7,986	8,385	8,804
	86,928	91,272	95,832	100,620	105,648
Auto/Equipment Mechanic	6,777	7,116	7,472	7,846	8,238
	81,324	85,392	89,664	94,152	98,856
Apprentice Elec/Mech Tech	6,502	6,827	7,168	7,526	7,902
	78,024	81,924	86,016	90,312	94,824
Elec/Mech Tech	7,631	8,013	8,414	8,835	9,277
	91,572	96,156	100,968	106,020	111,324
Senior Elec/Mech Tech	8,268	8,681	9,115	9,571	10,050
	99,216	104,172	109,380	114,852	120,600
Maintenance Supervisor	9,597	10,077	10,581	11,110	11,666
	115,164	120,924	126,972	133,320	139,992
Lab Tech	5,397	5,667	5,950	6,248	6,560
	64,764	68,004	71,400	74,976	78,720
Chemist I	7,406	7,776	8,165	8,573	9,002
	88,872	93,312	97,980	102,876	108,024
Chemist II	8,821	9,262	9,725	10,211	10,722
	105,852	111,144	116,700	122,532	128,664
Senior Chemist	9,654	10,137	10,644	11,176	11,735
	115,848	121,644	127,728	134,112	140,820
Water Quality Supervisor	11,301	11,866	12,459	13,082	13,736
	135,612	142,392	149,508	156,984	164,832
Asst Water Distrib & TP Op	6,829	7,170	7,529	7,905	8,300
	81,948	86,040	90,348	94,860	99,600
Water Distrib & TP Op	8,503	8,928	9,374	9,843	10,335
	102,036	107,136	112,488	118,116	124,020
Sr. Water Distrib & TP Op	9,463	9,936	10,433	10,955	11,503
	113,556	119,232	125,196	131,460	138,036
Distrib & TP Supervisor	11,447	12,019	12,620	13,251	13,914
	137,364	144,228	151,440	159,012	166,968

NORTH MARIN WATER DISTRICT
Employee Salary Ranges and Job Classifications - Effective 02/01/2024

PROPOSED to the Board on January 9, 2024

	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
Distrib & TP Supervisor	12,569	13,197	13,857	14,550	15,278
	150,826	158,364	166,284	174,600	183,336

North Marin Water District**Employee Association Negotiations****Proposal Costs/Financial Impact - Memo of Understanding (MOU) Expiration September 30, 2023**

1/4/2024

Represented Employees:**District Proposal Represented Employees Dated 12/14/23**


	Terms	Description	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost	Year 4 Annual Cost	Year 5 Annual Cost	Total Contract Cost - 5 Yr
1	Cost of Living Adjustments	All Employees - 5% year one, 3% (CPI) years 2-5	327,000	449,000	462,000	476,000	490,000	2,204,000
2	Administration Equity Adjustments	Equity Adjustments District Proposal 12/14/23		40,000	41,000	42,000	43,000	166,000
3	Construction/Maintenance Equity Adjustments	Equity Adjustments District Proposal 12/14/23		39,000	40,000	41,000	42,000	162,000
4	Consumer Services Equity Adjustments	Equity Adjustments District Proposal 12/14/23		19,000	20,000	21,000	22,000	82,000
5	Engineering Equity Adjustments	Equity Adjustments District Proposal 12/14/23		57,000	59,000	61,000	63,000	240,000
6	Operations/Maintenance Equity Adjustments	Equity Adjustments District Proposal 12/14/23		159,000	164,000	169,000	174,000	666,000
7	Water Quality/Lab Equity Adjustments	Equity Adjustments District Proposal 12/14/23		65,000	67,000	69,000	71,000	272,000
8	Operators Cert Pay	Cert Pay for Dual Certification		42,000	42,000	42,000	42,000	168,000
9	Operation in Charge Increase & Designated OIC Add	Pay for Oceana Marin Operator in Charge Duties	2,000	4,000	4,000	4,000	4,000	18,000
	Convert Veterans Day to a fixed Holiday and Convert							
10	Floating Holiday to Cultural Appreciation Day	Approximate Cost of Work Hours Lost		22,000	23,000	24,000	25,000	94,000
11	457 Match 1% of Salary		-	58,000	60,000	62,000	64,000	244,000
12	One-Time Retention Pay	\$1,500/Employee	72,000	-	-	-	-	72,000
13		Total Cost of Proposal	401,000	954,000	982,000	1,011,000	1,040,000	4,388,000

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**MEMORANDUM**

To: Board of Directors

Date: January 9, 2024

From: Tony Williams, General Manager 

Subject: Initial Review - Set Salary and Terms and Conditions of Employment Changes for the Unrepresented Employees

\\nmwdfleserver\negotiations\BOD MEMOS\BOD Memo UnRep 01.09.24 Proposal.docx**RECOMMENDED ACTION:** Information Only – Initial Review**FINANCIAL IMPACT:** Year 1 – \$74,000
Year 2 – \$212,000

As the District has reached a Tentative Agreement (“TA”) with its represented staff, it is recommended that certain changes to salary schedules and other terms and conditions of employment be made for the Unrepresented Staff as follows:

- A lump sum **Retention Payment of \$1,500** paid to all Full-Time employees hired prior to October 1, 2023.
- 5.0% **Cost of Living Adjustment (COLA)** retroactive to Oct. 1, 2023.
- **Effective February 1, 2024 – compaction adjustment** for the Operations/Maintenance Superintendent due to the change in exempt status of the Distribution and Treatment Plant Supervisor.
- **Effective July 1, 2024 – Equity adjustments** for the 6 unrepresented classifications (Administration (3 employees), Construction/Maintenance (1 employee), Engineering (1 employee), and Operations/Maintenance (1 employee) ranging from 2% - 12%.
- Update **Salary Schedule Progression steps** to remove Merit step language and update steps: Step 1: Beginning step, Step 2: 6-month step, Step 3: 18-month step, Step 4: 30-month step (previously 24 months) and Step 5: 42-month step (previously 48 months).
- Increase **Boot Policy reimbursement** to \$400 per year “as needed” for the purchase of Safety Boots for stated classifications.
- Add a District IRC **457(b) Deferred Compensation match** of up to 1% of annual salary for employees who elect to participate and contribute to Deferred Compensation Plan. Plan matching begins July 1, 2024.
- Add one **Floating Holiday** (Cultural Appreciation Day) and move Veterans Day (previously a floating holiday) to Observed Holidays list. Policy changes become effective January 1, 2024.

- Increased **Longevity awards bonus** amounts. New structure: 20 years - \$1,000; 25 years - \$1,500; 30 years - \$2,000; 35 years - \$2,500.
- Amend **Healthcare Duplicate Coverage Cash in Lieu of** language. Grandfathered existing language for all employees hired before January 1, 2024. New employees (including rehires) hired after January 1, 2024 will be eligible to receive \$500 "Single Level" coverage or \$750 "Couple/Family level" coverage in lieu of being on the District's medical insurance plan. Those under Duplicate and Hybrid coverage will be required to show proof of other coverage to be eligible.
- Change from internally managed self-funded **Vision plan** to fully funded Eye Med Vision plan managed by Mutual of Omaha effective February 1, 2024.
- Updated **Bereavement Leave policy** as outlined by California State Law - AB1949 where employees shall be entitled to use up to **five days** (unpaid) bereavement leave following the death of the employee's family member.
- Add new California **Leave of Absence for Reproductive Loss** as defined under Gov. Code section 12945.6. Eligible employees may take leave up to five days (unpaid) when they suffer a reproductive loss event, which is the day, or the final day for a multiple day event.
- Update **Working at a Higher-Class** language to those working in a higher classification to begin after 40 consecutive hours with a cap of up to 15% pay differential.
- Increase **Vacation accrual cap** to 2x annual accrual limit (currently at 1.5x).

As part of the negotiations process for a successor MOU with the represented employees, the District conducted a formal comprehensive salary survey, consisting of thirty-three District classifications (inclusive of both represented and unrepresented classifications), with other comparable agencies. The survey results indicated that overall District compensation was below the market median of the comparable agencies. As a result, equity adjustments are recommended in order to bring all individual surveyed classifications within a competitive wage of our comparator agencies, and the overall District average of 4.4% increase based on equity adjustments with a general range of: 2% to 6.9% for the unrepresented employees (One major equity plus compaction adjustment of 11% and one major equity adjustment of 12%) which brings most employees within -2% of the median. This approach is intended to help retain existing talent within the District, as well as attract new employees as vacancies occur in the future (Attachment 1).

For reference, the District's Unrepresented Employees classifications include the following: Auditor/Controller, Executive Assistant/District Secretary, Human Resources/Safety Manager, Construction/Maintenance Superintendent, Assistant General Manager/Chief Engineer, Operations/Maintenance Superintendent.

In accordance with applicable CalPERS' regulations, 2 CCR § 570.5, authorization is also requested from the Board to approve the attached salary schedules, effective October 1, 2023 and February 1, 2024 (Attachment 2).

The total estimated costs, as outlined above, will increase the District's Unrepresented Employee's labor cost by approximately \$74,000 for FY 23/24 and by approximately \$212,000 for FY 24/25. For the two fiscal years the totals include all financial components including: salary adjustments (the 5.0% cost-of-living, effective October 1, 2023 and the compaction and equity adjustments effective February 1, 2024 and July 1, 2024), floating holiday for Cultural Appreciation Day, 1% 457(b) match on annual salary for those contributing up to 1% of their compensation, reduction of future new hires Duplicate medical payments, and the additional vacation accrual rate cap (2x the annual accrual).

For procedural purposes, this agenda item will be initially presented to the Board at its January 9, 2024 meeting for discussion, and the Board will consider approval of the item at its January 16, 2024 meeting.

ATTACHMENTS:

1. Proposed UnRep COLA, Compaction & Equity Schedule
2. Proposed October 1, 2023 and February 1, 2024 Salary Schedules

UnRep COLA, Equity & Compaction Proposal						
UnREP Position	COLA (*)	Compaction	Department	Equity	Districts Equity + Compaction Total	Incumbents
District Secretary	5.0%	0.0%	Admin	2.0%	2.0%	1
HR/Safety Manager	5.0%	0.0%	Admin	12.0%	12.0%	1
Auditor-Controller	5.0%	0.0%	Admin	3.0%	3.0%	1
Assistant GM / Chief Engineer	5.0%	0.0%	Engineering	5.8%	5.8%	1
Const/Maint Superintendent	5.0%	0.0%	Construction	6.9%	6.9%	1
Op/Maint Superintendent	5.0%	8.0%	Operations	3.0%	11.0%	1

NORTH MARIN WATER DISTRICT
Employee Salary Ranges and Job Classifications - Effective 10/01/2023
 PROPOSED to the Board on January 9, 2024

JOB CLASSIFICATION					
	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
<u>ADMINISTRATION DEPARTMENT</u>					
District Secretary	9,345 112,140	9,812 117,744	10,303 123,636	10,818 129,816	11,359 136,308
HR/Safety Manager	9,504 114,048	9,979 119,748	10,478 125,736	11,002 132,024	11,552 138,624
Auditor-Controller	14,858 178,296	15,601 187,212	16,381 196,572	17,200 206,400	18,060 216,720
<u>Engineering Department</u>					
Assistant GM / Chief Engineer	15,678 188,136	16,462 197,544	17,285 207,420	18,149 217,788	19,056 228,672
<u>Construction Department</u>					
Const/Maint Superintendent	11,364 136,368	11,932 143,184	12,529 150,348	13,155 157,860	13,813 165,756
<u>Operations Department</u>					
Op/Maint Superintendent	12,709 152,508	13,344 160,128	14,011 168,132	14,712 176,544	15,448 185,376

NORTH MARIN WATER DISTRICT
Employee Salary Ranges and Job Classifications - Effective 02/01/2024
 PROPOSED to the Board on January 9, 2024

	Step 1 Monthly / Annual	Step 2 Monthly / Annual	Step 3 Monthly / Annual	Step 4 Monthly / Annual	Step 5 Monthly / Annual
Op/Maint Superintendent	13,726 164,709	14,412 172,944	15,133 181,596	15,890 190,680	16,685 200,220

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DISBURSEMENTS - DATED DECEMBER 21, 2023

Date Prepared 12/18/23

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
EFT*	US Bank	November Bank Analysis Charge (Lockbox \$966 & Other \$393 Less Interest \$112)	\$1,247.63
90654*	NMWD/FSA Payments	Fund Flexible Spending Bank Account for 2024	38,310.00
1	Alpha Analytical Labs	Lab Testing	3,435.00
2		Retiree Exp Reimb (Dec Health Ins)	1,234.14
3	AT&T	Leased Lines	62.86
4	Barosko, Elizabeth E. M.	Novato "Toilet Rebate" Program	125.00
5	Bay Alarm Company	Quarterly Fire Alarm Monitoring Fee for STP (1/1/24-3/31/24)	338.19
6		Retiree Exp Reimb (Dec Health Ins)	1,234.14
7	Chiu, May	Novato "Toilet Rebate" Program	250.00
8		Retiree Exp Reimb (Dec Health Ins)	457.46
9	Comcast	December Internet Services (100 Wood Hollow, Buck Institute & 1250 Lynwood Dr)	922.65
10	Consolidated CM	Prog Pymt#31: Provide Construction Management Services for NMWD Admin Building Renovation (Balance Remaining on Contract \$190,507)	56,006.28
11	CWEA	Lab Analyst 2 Renewal (Reischmann)	103.00
12	Davenport, Colin	Exp Reimb: Recertification for Backflow License	285.00
13	Diesel Direct West	Diesel (570 gal) (\$2,663) & Gasoline (700 gal) (\$2,954)	5,617.19
14	Ditch Witch West	Repair on Vac Excavator ('19 Ditch Witch)	637.36
15	Dito, Gregory	Novato "Washer Rebate" Program	100.00

Seq	Payable To	For	Amount
16	DRS Marine Inc.	Perform 2nd Inspection of Aqueduct w/Remotely Operated Vehicle	8,232.00
17	Durrant, Jeanne	Refund of Deposit/New Development/WC Restriction-Novato	1,000.00
18	Environmental Science Assoc	Prog Pymt#5: Gallagher Ranch Streambank Stabilization Project (Balance Remaining on Contract \$13,352)	1,742.50
19	Eurofins Eaton Analytical, Inc	Chemical Testing (Lab)	837.50
20	Ferguson Waterworks	Neptune 360 Annual Fee	33,432.27
21	Fishman Supply Co	Rain Gear & Overalls	203.16
22	Freyer & Laureta, Inc.	Prog Pymt#11: Provide Engineering & Design Services for Lynwood Pump Station (Balance Remaining on Contract \$192,666)	5,908.28
23	Frontier Communications	Leased Lines	1,680.44
24	Frontier Communications	December Internet Services (STP)	640.00
25	GHD Inc.	Prog Pymt#11: Engineering Services for the Ocean Marin Treatment & Storage Pond Repair (Balance Remaining on Contract \$11,671)	1,068.10
26	Grainger	Chemical Suits (6) (\$8,314) (STP) & Miscellaneous Maintenance Tools & Supplies	8,977.01
27	Hildebrand Consulting LLC	Novato Rate Study 2024	13,000.00
28	InfoSend, Inc.	November Processing Fee for Water Bills (\$1,350), Postage (\$4,317) & Monthly Support Fee (\$966)	6,633.24
29	International Fire Inc.	Annual Fire Extinguisher Inspection & Service	1,982.00
30		Retiree Exp Reimb (Dec Health Ins)	457.46
31	Kiosk Creative LLC	November Marketing Communication & Outreach Services (Balance Remaining on Contract \$40,531)	3,877.49
32	Lasalandra, Lynda	Novato "Hot Water Recirculation System"	100.00
33		Retiree Exp Reimb (Dec Health Ins)	457.46
34		Retiree Exp Reimb (Dec Health Ins)	1,234.14

Seq	Payable To	For	Amount
35		Retiree Exp Reimb (Dec Health Ins)	457.46
36	Marin County Ford	Service Parts ('15 F150)	643.31
37	McDonald, Daniel	Exp Reimb: Safety Boots	200.00
38	Miller Pacific Engineering	Prog Pymt#2: Geotechnical & Consultation for Olompali Landslide Damage Project (Balance Remaining on Contract \$9,702)	1,508.00
39	North Marin Auto Parts	Service Parts ('15 JD Skip Loader, '19 Nissan Rogue, '19 Chevy Colorado, 20 Chevy Colorado), Wiper Blades (10), Signal Light, Grommet & Terry Rags (6 lbs)	1,466.94
40	Pearlman, Avram	Exp Reimb: Aug-Dec 2023 Mileage	386.06
41	NMWD Petty Cash	Miscellaneous Office Supplies, Safety Bucks, Lab Supplies & Safety Meeting Snacks	129.58
42	Pacific Gas & Electric Co	Power: Bldgs/Yard (\$2,643), Other (\$210), Pumping (\$41,304), Rect/Cont (\$747), Treatment (\$3,081)	47,985.24
43	Quadient, Inc.	January Postal Meter Rental	143.09
44		Retiree Exp Reimb (Dec Health Ins)	457.46
45	Sonoma County Water Agency	November Contract Water	471,177.34
46	Township Building Services	November Janitorial Services (Dist Yard & STP)	1,522.86
47	Unicorn Group	Printing & Mailing Services for Fall Novato Waterline (26,000)	4,308.14
48	USA BlueBook	Fitting Saver	86.21
49	US Bank	November Safekeeping Treasury Securities	109.75
50	White & Prescott	Prog Pymt#33: Bahia Lands Water Line Easement (WLE) (\$675), Prog Pymt#34: Binford Road WLE (\$720) & Prog Pymt#35: Klatte WLE & Access Easement (\$1,215) (Balance Remaining on Contract \$30,755)	2,610.00

Seq	Payable To	For	Amount
51	ZORO	Couplings (2)	125.08
		TOTAL DISBURSEMENTS	<u>\$735,145.47</u>

The foregoing payroll and accounts payable vouchers totaling \$735,145.47 are hereby approved and authorized for payment.

Julie Blue 12/19/23
Auditor-Controller Date

[Signature] 12/19/23
General Manager Date

DISBURSEMENTS - DATED DECEMBER 28, 2023

Date Prepared 12/26/23

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 12/15/23 & Sick Leave Buyback	\$196,949.61
90655*& 90660*	Internal Revenue Service	Federal & FICA Taxes PPE 12/15/23 & Sick Leave Buyback	76,345.47
90656*& 90661*	State of California	State Taxes & SDI PPE 12/15/23 & Sick Leave Buyback	17,681.00
90657*	CalPERS	Pension Contribution PPE 12/15/23	45,556.99
90658*	US Bank Card	Microsoft Monthly Subscription Charges (10/10-12/9/23), Electrical Troubleshooting & Preventative Training (Bergstrom) (\$1,395), Internet for PRTP & Gallagher Well #2, NMWD Holiday Lunch (\$1,086), Plumbing Supplies for Tower House Replacement, IT Cable for Office Renovation (\$3,307), Coffee & Pastries for MMWD Meeting	6,871.93
90659*	Amazon	Truck Towing Chain, Service Awards (2), Miscellaneous Maintenance Tools, Kitchen Supplies & Battery for STP	1,016.25
1	100 Wood Hollow Drive	January 2024 Rent for Wood Hollow	34,879.71
2	Alpha Analytical Labs	Lab Testing (Pt Reyes & Novato)	935.00
3	American Sanitation	Bathroom Facilities for TP Operators (Replacement Supernatant Line Phase 1 & 2)	713.93
4	Andrada, Samantha	Novato "Toilet Rebate" Program	250.00
5	A.S.T.I.	4th Quarter Inspection of Automatic Fire Sprinkler System (STP)	215.00
6	Badger Meter	1" Meters (80)	19,774.04
7	Bank of Marin	Bank of Marin Loan Principal & Interest (Pymt 146 of 240) Aqueduct Energy Efficiency Project	46,066.67

Seq	Payable To	For	Amount
8	Buck's Saw Service	Fuel for Tools	108.49
9	California Water Service	December Water Service	30.49
10	The Chlorine Institute	Annual Dues (1/2024-12/2024) (Budget \$950)	915.00
11	The Climate Registry	Annual Membership (Clark) (Budget \$800)	805.00
12	Core Utilities, Inc	Consulting Services: November IT Support (\$6,000), Review Wiring (999 Rush Creek), IT & SCADA Support @ Gallagher Well Alarms, Ridge Road Tank Site, Website Revisions, CORE Billing (\$1,450) & Rate Study Export	9,025.00
13	Core & Main	Nipples (5), Corp Stop Caps (10), Angle Stop Meters (200) (\$15,082), Couplings (8) (\$1,207) & Corp Stops (20) (\$1,497)	18,371.22
14	Diaz, Helen	Return Payment-Paid Twice in Error	478.18
15	Environmental Resource Assoc	PT Study for Environmental Laboratory Accreditation Program	657.00
16	D.L. Falk Construction, Inc.	Prog Pymt:#17 Perform NMWD Admin & Lab Building Upgrades (Balance Remaining on Contract \$3,864,538)	606,305.81
17	D.L. Falk Construction Escrow Acct	5% Retainage-Pymt#17 NMWD Admin Bldg & Laboratory Upgrade	31,910.83
18	FedEx Freight West	Delivery Services: Sent Documents to DuPont	38.07
19	Fishman Supply Co	Rain Gear	115.17
20	Ford, Lynn	Novato "Cash for Grass" Program	200.00
21	Freyer & Laureta, Inc.	Prog Pymt#23: Engineering Design Services for Hydropneumatic Pressure Stations (Balance Remaining on Contract \$9,372)	2,342.00
22	GHD Inc.	Prog Pymt#8: GIS Conversion to ESRI & Mapping Support (Balance Remaining on Contract \$30,580)	3,844.57
23	Grainger	Miscellaneous Maintenance Tools & Supplies	2,768.66
24	Hall Dump Truck Service	Remove Back Lot Spoils from Yard	9,045.00
25	Hasa, Inc.	Sodium Hypochlorite (200 gal) (STP)	608.30

Seq	Payable To	For	Amount
26	Kaiser Foundation Health Plan	DMV/DOT Physical (McDonald)	115.00
27	Lincoln Life Employer Serv	Deferred Compensation 12/15/23	10,745.93
28	Mallory Safety and Supply LLC	Oxygen Sensor & Calibration Gas (STP)	621.25
29	Marin Independent Journal	Legal Notices on 12/13/23-Regulations 15, 17, 18 & 19	168.48
30	Miller Pacific Engineering	Prog Pymt#8: O.M. Pond Rehab Phase 2 Construction (\$390) (Balance Remaining on Contract \$19,815) & Prog Pymt#9: George Street Main Replacement (\$1,478) (Balance Remaining on Contract \$18,336)	1,868.20
31	Nationwide Retirement Solution	Deferred Compensation 12/15/23	4,327.50
32	North Bay Gas	Carbon Dioxide, Breathing Air & Nitrogen (Lab & STP)	392.07
33	Nute Engineering	Prog Pymt#11: Design & Engineering Services for Oceana Marin Force Main 1A Project (Balance Remaining on Contract \$49,275)	852.00
34	ODP Business Solutions, LLC	Miscellaneous Office Supplies	210.56
35	Pace Supply	Repair Clamps (3)	1,435.45
36	Point Reyes Light	Legal Notice on 12/14/23-Regulation 15	90.00
37	Scott Technology Group	December Monthly Maintenance on Engineering, Admin Copiers & Overage Fee	431.89
38	SPG Solar Facility XII, LLC	November Energy Delivered Under Solar Services Agreement	8,962.22
39	Vulcan Materials Company	Pea & Sand (16 yds)	1,068.67
40	VWR International LLC	Medium (Lab)	130.88

Seq	Payable To	For	Amount
41	Wood Rodgers, Inc.	Prog Pymt#11: Gallagher Well #1 Assessment/Rehab (Balance Remaining on Contract \$4,119)	581.39
		TOTAL DISBURSEMENTS	<u>\$1,166,825.88</u>

The foregoing payroll and accounts payable vouchers totaling \$1,166,825.88 are hereby approved and authorized for payment.

Julie Blue 12/26/23
Auditor-Controller Date

Eric M. for TW 12/26/23
General Manager Date

DISBURSEMENTS - DATED JANUARY 4, 2024

Date Prepared 1/2/24


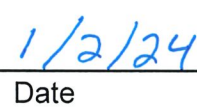
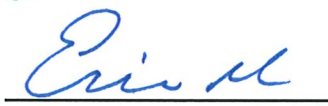
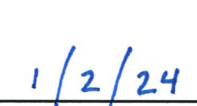
The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

<u>Seq</u>	<u>Payable To</u>	<u>For</u>	<u>Amount</u>
1	ADTS, Inc.	Annual Random Testing (15 Employees)	\$1,335.00
2	Alameda Electrical Distributors	1" PVC Pipe (8)	140.53
3	All Star Rents	Propane (12 gal) & Materials for STP Primary Filter Basin Improvement Project	196.32
4	American Family Life Ins	December Employee Paid Benefit	3,761.41
5	AT&T	Leased Lines	129.03
6	Borges & Mahoney	Preventative Maintenance Kits (5) (\$1,178), Annual Certification for Halogen Eclipse & 4" Diaphragms (2) (STP)	2,622.17
7	Bramante, Dominic	Refund Overpayment on Closed Account	538.74
8	California Water Efficiency Partnership	Membership Dues (Grisso) (1/24-12/24) (Budget \$4,190)	3,950.35
9	Caltest Analytical Laboratory	Lab Testing	105.80
10	Comcast	December Internet Services (100 Wood Hollow)	374.81
11	Core & Main	Pipe (560) & Couplings (28) (STP)	484.57
12	California Sanitation Risk Mgmt	2024 O.M. Liability Insurance (12/31/23-12/31/24)	2,477.35
13	Dorville, Ronald E.	Novato "Pool Cover" Rebate Program	75.00
14	Electrical Equipment Co	Motor Replacement for Granular Activated Carbon Absorber (STP)	7,864.31
15	Environmental Express	Filters (Lab)	113.74
16	Environmental Science Assoc	Prog Pymt#4: (\$712) & Prog Pymt#5: New Gallagher Well No. 2 (Balance Remaining on Contract \$8,942)	2,840.00
17	Fisher Scientific	Fluoride Standard (Lab)	62.42

Seq	Payable To	For	Amount
18		Vision Reimbursement	184.00
19	Grainger	Battery Backups (3) (\$373), Miscellaneous Maintenance Tools & Supplies	1,116.30
20	Harrington Industrial Plastics	Valves & Fittings for Chlorine Lines (STP)	1,106.28
21		Vision Reimbursement	368.00
22	Denise Lucchesi	Over Payment on Closed Account	49.20
23	McLellan Co, WK	Miscellaneous Paving	29,819.60
24	McMaster-Carr Supply Co	Materials for STP Primary Filter Basin Improvement Project	583.40
25	Mutual of Omaha	Jan 2024 Group Life Insurance Premium	1,270.82
26	NSI Solutions, Inc.	QC Samples (2)	191.00
27	ODP Business Solutions, LLC	Misc Office Supplies	59.72
28	O'Reilly Auto Parts	Vehicle Cleaning Products	641.52
29	Pace Supply	Elbows (2), Couplings (112) (\$4,984), Nipples (17), Gaskets (2), Spools (4) (\$2,616) Service Saddles (2) & Double Check Detector Assembly Setter	9,106.10
30	Peterson Trucks	Smoke Tests ('02 Int'l 4300 & '15 Int'l 4400)	209.78
31	Brandon Pirinjian	Exp Reimb: D1 Test Fee	51.38
32	Redwood Health Services, Inc.	December 2023 Dental Claims & Fees Expense	5,429.03
33	Soiland Co., Inc.	Rock (16 yds)	543.12
34	State Water Resources Control	Annual Permit Fees (Gallagher Ranch Streambank Stabilization Project & San Mateo Tank Water Transmission) (\$399 ea)	798.00
35	SWRCB	FY24 Large (\$78,604) & Small (\$7,942) (Pt. Reyes) Water System Fees (7/1/23-6/30/24)	86,545.33
36	Tamagno Green Products	Sludge Removal from STP (45 Loads)	2,025.00
37	Thomas Scientific	Chlorine Reagent (Lab)	206.67
38	T & T Valve & Instrument	Valve Controllers for Granular Activated Carbon (2) (STP)	2,167.17

Seq	Payable To	For	Amount
39	USA BlueBook	6" Wooden Plugs (4), Fitting Saver, Ear Plugs (200) & PVC Pipe Tape (10)	346.51
40	Vulcan Materials Company	Pea & Sand (16 yds)	1,072.20
41	VWR International LLC	EDTA Titrant, Bromide & Sodium Thiosulfate (Lab)	117.76
42	Watersavers Irrigation Inc.	Hex Drivers (2)	210.70
43	White Cap L.P.	Fencing Material, Stakes, Wattle Rice Straw (14 rolls) & Wood Stakes (50)	1,178.58
44	Yazdi, Milad	Novato "Water Smart Landscape Efficiency" Rebate Program	200.00
45	ZORO	Connector Wire (9)	239.13
TOTAL DISBURSEMENTS			<u>\$172,907.85</u>

The foregoing payroll and accounts payable vouchers totaling \$172,907.85 are hereby approved and authorized for payment.

	
Auditor-Controller	Date
	
General Manager <i>for TW</i>	Date

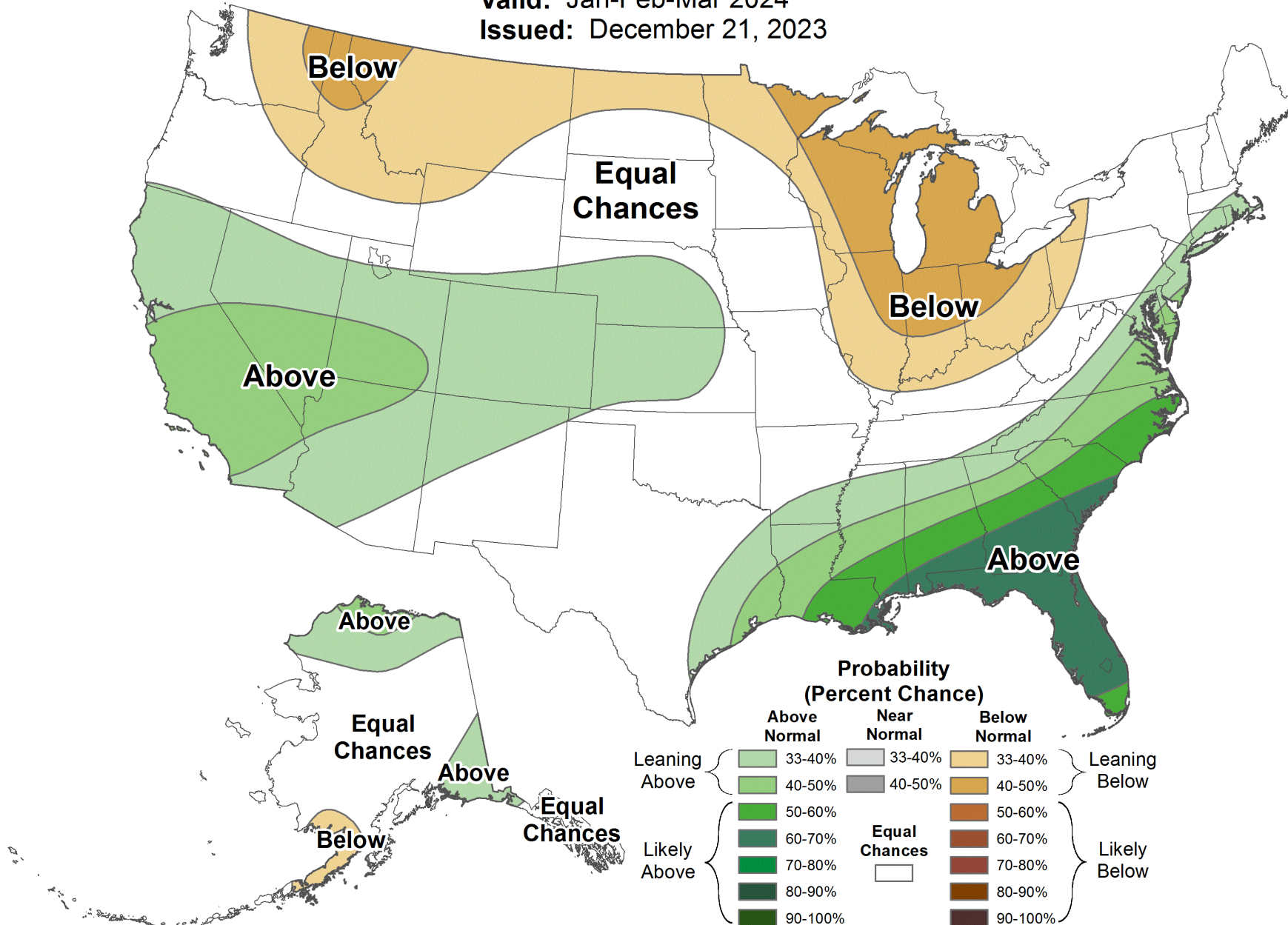


Seasonal Precipitation Outlook



Valid: Jan-Feb-Mar 2024

Issued: December 21, 2023



IN YOUR TOWN

novato

City appoints official as interim manager

The Novato City Council has appointed Amy Cunningham, a deputy city manager, as interim city manager.

City Attorney Gary Bell said her pay would be \$137.36 per hour. She has been employed by the city since February 2020.

The appointment follows the resignation of Adam McGill, who announced last month he was departing four years into his five-year city contract. The city is recruiting for a long-term successor.

Assistant City Manager Jessica Deakyne has been working as acting manager. The council approved a \$4,577.26 performance bonus for Deakyne for her work.

Police report arrests at DUI checkpoint

Novato police officers arrested one DUI suspect and a suspected drug seller at a DUI checkpoint held Friday.

More than 375 vehicles passed through the checkpoint near the corner of South Novato Boulevard and Sunset Parkway, a location chosen based on prior DUI-related crashes, police said. In addition to the arrests, 15 drivers were cited for various vehicle code violations, the department said.

The operation was funded by a California Office of Traffic Safety grant via the National Highway Traffic Safety Administration.

ross

Town Council clears residential projects

The Town Council unanimously approved three residential projects during hearings on Thursday.

The projects involve a home demolition and construction at 45 Poplar Ave.; a 100-foot concrete wall at 77 Laurel Grove Ave.; and a new cobblestone driveway, a new pool and landscaping changes at 20 Allen Ave.

The council also granted a one-year filing extension for planning reviews and permits for a residential expansion at 210 Lagunitas Road.

WEATHER

Forecasters expect rain until Thursday

Several areas of Marin were soaked by more than an inch of rain during the system that arrived Sunday, according to the National Weather Service.

From Sunday morning through about 3 p.m. Monday, Mill Valley had about 1.5 inches, Mount Tamalpais had 1.45 inches, San Rafael had 1.51 inches and Novato had about an inch, the weather agency said.

Meteorologist Dalton Behringer said the latest forecast calls for more rain through Thursday morning.

Water plan sought that will deliver in disasters

Goals outlined to help maintain resilient system

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

Creating a water system that is not only sustainable, but able to bounce back during disasters was a central theme this week as Marin Municipal Water District managers continue to draft a five-year strategic plan.

The presentation Tuesday covered six objectives that officials say are needed to maintain a resilient water system. That big-picture goal is being packaged into the district's strategic plan, along with focus areas on water supply, fiscal responsibility, watershed stewardship and organizational excellence.

Alex Anaya, district engineering director, said the agency's network of water infrastructure spans challenging topography that consists of more than 900 miles of pipeline, 130 water storage tanks, 97 pump stations, seven reservoirs and dams and three treatment plants. All the elements must work together to store and convey water to over 191,000 customers.

"Maintaining and modernizing this infrastructure is core to ensuring system resiliency through our day-to-day needs and also ensuring that we're resilient through droughts, including natural and man-made disasters," Anaya said.

The district's implementation of a four-year rate increase this year was made to support renewing and replacing the water infrastructure, he said.

The objectives to ensure a resilient water system each build on the other, he said.

The first objective is to perform an infrastructure condition assessment. Anaya said 67 pump station assessments and 31 tank assessments are needed. The objective also includes completing a facilities master plan that covers workplace infrastructure, and a water system master plan that would look at potentially reducing the number of tanks and pump stations.

"I think it'd be good to maybe put some timeline around these items," board member Jed Smith said. "A five-year objective I think that's cool, but you know, let's see how we can hold ourselves accountable in the meantime."

Ben Horenstein, district general manager, said the staff is aiming to have planning completed ahead of the next rate setting process.

“So we’d want to have all the condition assessment done well in advance of that to feed into the planning,” he said.

The infrastructure assessment will inform capital planning, a second objective, Anaya said. Staff will identify projects and map out a schedule based on the annual capital improvements budget. Grants and other funds will be sought to help supplement district dollars.

Board member Larry Russell said he’d like to see it noted that improving water quality is a goal for capital expenditures.

A third objective is capital delivery, part of which will involve hiring on-call engineering firms to avoid lengthy bidding processes and to streamline consulting work.

Anaya said the district will be looking into “design-build” options for certain projects, where plans are engineered as construction is moving along. Such a strategy that could save money, he said.

Retaining operations staff, an department that has high turnover, was also listed as an objective. Staff plans training, establishing operating procedures and encouraging staff to participate in industry associations to learn from other agencies.

Energy planning, including evaluating the efficiency of the current infrastructure, as well as considering other renewable power options and cost savings, made the list as well.

Board member Ranjiv Khush said he was disappointed that this objective wasn’t more ambitious. He said that the East Bay Municipal Utility District and the Metropolitan Water District have committed to carbon neutrality, a goal he said he wanted MMWD to also achieve.

“I don’t want to be left behind on this issue, not in Marin,” Khush said.

Russell said he thinks MMWD is already ahead of agencies such as East Bay MUD. He said the biggest cost is energy used lifting water, which weighs 8 pounds per gallon to pump. MMWD is already a subscriber to the Deep Green, 100% renewable energy plan offered by MCE, formerly Marin Clean Energy, he said.

Horenstein said the next biggest contributor to the agency’s carbon footprint is its vehicle fleet. All agencies are looking into electric conversion, he said.

Board member Matt Samson also asked staff to include an objective to look at the carbon impact of each project in the capital improvements program.

The final objective is emergency response readiness that includes updating the district's emergency response plan, reviewing dam emergency plans annually and working with the Marin County Office of Emergency Services. The objective also challenges the district to establish contracts for engineering that are compliant with the Federal Emergency Management Agency, or FEMA, to streamline execution of projects after emergencies.

The draft strategic plan is expected to be presented by the end of January.

Efforts expand to save water

Utility actions address conservation, rebates

BY ADRIAN RODRIGUEZ

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The North Marin Water District has approved several conservation regulations, including banning irrigation on decorative grass on commercial properties in Novato and western Marin.

Tony Williams, the district's general manager, said the regulations were brought to the board this month to "stay ahead of formal state regulations regarding nonfunctional turf, which will likely take effect in late 2024."

In response to the three-year drought, the California State Water Resources Control Board adopted an emergency regulation in 2022 banning the use of drinking water on "nonfunctional turf," or decorative grass in commercial, industrial and institutional areas. The ban was continued through June 2024.

Ryan Grisso, water conservation coordinator at the North Marin Water District, said the state water board is expected to approve legislation next year adopting a formal rule that would require water districts to prohibit irrigation of nonfunctional turf.

"We try to keep our water conservation regulations, for both voluntary and mandatory programs, comprehensive, robust and relevant," Grisso said. "And the action taken was to continue and maintain that effort."

The district serves about 60,000 residents in the greater Novato area as well as about 1,800 residents in areas of western Marin.

The district has banned the installation of new ornamental turf since 2006. The district also bans the use of drinking water for outdoor landscaping within 48 hours of rain and on ornamental turf in public street medians.

At its Dec. 19 meeting, the district board also formalized several other conservation programs that have been offered for years through a pilot phase, including rainwater, grey water and hot water recirculation rebates. In these programs, the district rebates customers for installing systems that capture rainwater or grey water to offset potable water demand for landscape irrigation.

Today, rainwater harvesting is rebated at 25 cents per gallon of storage with a minimum of 100 gallons of storage. However, the rebate cannot exceed the cost of materials or \$150. Grey water installations are rebated at \$75 per qualifying fixture or appliance.

A new rebate program approved includes a payback for the removal of pools. District officials said that in response to the drought, the utility has received requests from customers to provide incentives to remove pools because it can be so costly.

The new pool rebate program will be an equivalent per square foot rebate amount used for its “cash-for-grass” turf replacement initiative. In the lawn exchange, the district pays up to \$100 per 100 square feet of lawn area. The incentive is limited to \$800 for single-family homes, or \$100 for common areas at townhouses and \$50 for common areas at apartments.

The approval allows the district to routinely update the rebate amounts.

Grisso said new rebate amounts are expected to be presented to the board at its Jan. 16 meeting.

In 2022, the Marin Municipal Water District, which serves the southern and central parts of the county, banned the installation of new decorative grass, even if it would be watered with recycled water. The prohibition applies to any project installing an aggregate turf area of more than 500 square feet and landscape rehabilitation projects on 1,000 square feet or more of turf.

The district also has a lawn replacement program offering its customers up to \$3 per square foot. However, reimbursements are capped at 1,000 square feet and business owners are capped at 5,000 square feet.

After state legislators passed the bill that would outlaw using drinking water for decorative patches of grass in September, Monty Schmitt, board president of the Marin Municipal Water District, said he supports the move.

He said it is a signal that California and its residents must be prepared for a different future where climate change is expected to cause both more intense rainy seasons and prolonged droughts.

Project that supports Marin water supply gets \$2M grant

BY ADRIAN RODRIGUEZ

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Sonoma Water has received a \$2 million grant to advance a plan for “fish-friendly” water diversion to the Russian River, one of the sources of Marin’s supply.

The U.S. Bureau of Reclamation announced the grant last month. The funding, which comes from the Bipartisan Infrastructure Law, will support a study of options for water diversion from the Eel River to the Russian River that will have the least amount of impact on salmon and steelhead trout.

U.S. Rep. Jared Huffman, a San Rafael resident, helped author the law and advocated for the grant to be delivered to Sonoma Water, also known as the Sonoma County Water Agency. The grant is part of the federal WaterSMART program that supports ecosystem restoration projects that provide regional and environmental benefits, including improved fisheries.

“This grant is a key part of the path forward,” said Huffman, a Democrat. “It provides the resources to develop a new and fish-friendly diversion that can maintain water reliability while we remove dams on the Eel River.”

The diversion project is part of multi-agency plan to purchase Pacific Gas & Electric Co.’s Potter Valley Project, a 110-year-old hydropower plant in Mendocino County. PG&E has decided to remove the Scott and Cape Horn dams in the Eel River and end the operations.

A coalition of organizations in Sonoma and Mendocino made a proposal to buy portions of the plant to enable water diversions.

Last month, the Sonoma Water board approved an agreement with the Mendocino County Inland Water and Power Commission to form the Eel-Russian Project Authority. The new entity will have the power to negotiate the purchase.

Pending successful negotiations, the new authority would have the capacity to own, construct and operate a new water diversion facility near the Cape Horn dam. Water diverted by the plant feeds into the Russian River watershed, which is a key part of Marin’s water portfolio. Electricity production is not part of the plan.

The new authority intends to preserve the water diversions and improve the fish passage. Its plan is called the New Eel-Russian Facility.

“Funding for this design work represents a major milestone in the progress toward a true regional solution for the Potter Valley Project,” said Sonoma County Supervisor James Gore, who also serves on the Sonoma Water board.

Sonoma Water has two main reservoirs, Lake Sonoma and the smaller Lake Mendocino. Diversions from the Potter Valley Project flow into Lake Mendocino.

Sonoma Water is also required to make dam water releases for the environment from Lake Mendocino as part of its state water rights. If the diversions from the hydropower plant end, more water might need to be released from Lake Sonoma, making water supply less reliable for its contractors, including Marin’s water agencies.

Sonoma Water officials said estimates show that Lake Mendocino would experience water shortages in eight out of 10 years, and run dry five out of 10 years, if diversions end. It’s estimated that would directly affect the drinking water supply for approximately 97,000 people, and the supply for some 600,000 would be less reliable.

The Marin Municipal Water District and the North Marin Water District support the proposal. The two Marin districts purchase Russian River water through Sonoma Water. The Russian River provides about 75% of the greater Novato area’s water supply and about 25% of the water supply for central and southern Marin.

“The lack of diverted water would cause tens of millions of dollars of economic damage per year, result in drastic conservation measures and increased water rates, curtail needed new housing, and increase the region’s vulnerability to droughts, wildfires and climate change,” Tony Williams, general manager of the North Marin Water District, wrote in a letter to PG&E in support of the proposal.

Paul Sellier, water resources director of the Marin Municipal Water District, said the grant is good news.

“We need to make sure that the environment is protected at the same time that we’re trying to manage our water supply,” Sellier said. “Sonoma Water is doing a good job leveraging all of their resources as they’re continuing to study the options to continue diversion.”

PG&E has included the authority’s proposal as part of its draft surrender application and decommissioning plan. PG&E will release a final draft surrender application in June. The final application is expected to be submitted in January 2025.

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CLOSED SESSION ITEM