



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 January 16, 2024 – 4:00 p.m.
 Location: 100 Wood Hollow Dr., Suite 300
 Novato, California

NOTE: REVISED INFORMATION HAS BEEN PROVIDED FOR ITEM #8

Information about and copies of supporting materials on agenda items are available for public review at the District Office, at the Reception Desk, by calling the District Secretary at (415) 897-4133 or on our website at nmwd.com. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Item	Subject
	CALL TO ORDER
1.	APPROVE MINUTES FROM SPECIAL MEETING , January 9, 2024
2.	GENERAL MANAGER'S REPORT
3.	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.
4.	STAFF/DIRECTORS REPORTS ACTION CALENDAR
5.	Approve: Water Conservation Program Incentive Updates
6.	Approve: Board of Directors Committee Appointments
7.	Approve: Salary Schedule and Successor Memorandum of Understanding with NMWD Employee Association (10/1/2023-6/30/2028)
8.	Approve: Set Salary and Terms and Conditions of Employment for Unrepresented Employees REVISED 1/12/24
	INFORMATION ITEMS
9.	Administration & Laboratory Upgrade Project – Construction Update
10.	Membership with the Center for Western Weather & Water Extremes (CW3E) Water Affiliates Group
11.	TAC Meeting Minutes – December 4, 2023
12.	MISCELLANEOUS Disbursements – Dated January 11, 2024 Monthly Progress Report Auditor-Controller's Monthly Report of Investments for November 2023 Increase in Board of Director's Compensation Annual Report on Board Compensation <u>Social Media Posts</u> NMWD Web and Social Media Report – December 2023
13.	ADJOURNMENT

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
January 9, 2024

CALL TO ORDER

President Baker called the regular meeting of the Board of Directors of North Marin Water District to order at 4:01 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/Maintenance Superintendent, Jeff Corda, Sr. Water Distribution and Treatment Plant Operator, Karen Clyde, HR/Safety Manager, and Stacie Goodpaster, Sr. Chemist, were also in attendance.

MINUTES

On motion of Director Petterle, seconded by Director Eichstaedt, the Board approved the minutes from the December 19, 2023 regular meeting as presented by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

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.

INFORMATION ITEMS

INITIAL REVIEW – SALARY SCHEDULES AND SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH NMWD EMPLOYEE ASSOCIATION (2023-2028)

Tony Williams gave the Board a brief overview of this agenda item. He said the attachments include, the markup of the 2018-23 Memorandum of Understanding (MOU) with the negotiated changes that will be incorporated if approved, as well as the associated new salary schedule that will be posted on the website once approved. He said the proposed contract is a 4-year and 9-month duration. The labor negotiations began with a salary survey which was a stipulation in the 2018-23 MOU and the District used an outside consultant to do the salary survey. Director Joly asked who was the benefits counsel and Mr. Williams said that Boucher Law was used for assistance but they also brought in separate counsel with expertise in certain areas. Director Fraites asked about the longevity bonus and if we have always had that benefit and Mr. Williams

1 said that we have. Eric Miller noted that originally there was only a 25-year and 30-year bonuses,
2 but two additional milestones of 20 and 35 years were added as well as the amounts of the bonuses
3 were slightly increased.

4 **INITIAL REVIEW – SET SALARY AND TERMS AND CONDITIONS OF EMPLOYMENT FOR**
5 **UNREPRESENTED EMPLOYEES**

6 Tony Williams gave an overview of this agenda item. He said that in addition to equity
7 adjustments, compaction issues were also reviewed and adjusted for both the represented and
8 unrepresented employee positions. Director Joly asked if Covid had any impacts. Mr. Williams said
9 that, in general, yes, because the District employees were deemed essential employees and that
10 most of the staff were able to keep working but the interactions amongst staff was more difficult. Mr.
11 Williams noted a recognition payment of \$1,500 per employee was included in the salary package.
12 He also mentioned that we are still having supply chain issues from Covid impacts. Mr. Williams
13 also said, again, that the approved salary schedule will be published on the website, which will
14 include the unrepresented staff.

15 Director Joly asked about the \$4.9M cost noted in the represented employees and what that
16 included and Julie Blue answered that it includes salary and benefits and pension costs. Director
17 Joly also asked what the actual CPI was for 2022 and 2023. Ms. Blue said that we are now using
18 April instead of August as had been done in the past. Jeff Corda and Eric Miller provided the CPI
19 information to Ms. Blue who said it was 5.7 for 2022 and 3.4 for 2023 and also that we had a cap of
20 4.0 for 2022 in the MOU at that time. Director Joly said that he was impressed with 5.75 being the
21 reopener in the proposed MOU. Director Eichstaedt asked that, after completing the negotiations, if
22 we have a 'road map' or lessons learned for future negotiations. Mr. Williams said that the proposed
23 MOU includes both a salary survey, which is a good benchmark tool, as well as a classification
24 study. A classification study will help us determine if we are defining our work and job descriptions
25 accurately. Eric Miller noted that we should start studies earlier next time around. Director Joly
26 asked Jeff Corda, Employee Association Chairman, if he had any comments. Mr. Corda said if
27 there is familiarity from staff involved it is better and agreed with Mr. Miller that they should start
28 negotiations earlier in the future. He said they had wanted to reach out to an outside agency
29 (consultant) on the salary survey but noted that when Julie Blue did the salary survey as part of the
30 past MOU, she had done a better job. He also said that if NMWD can stay competitive with other
31 agencies that it will benefit us better in the long run to keep the employees that we have and that as
32 senior employees leave, we will get good people coming in. Mr. Williams mentioned that prior to
33 starting on the new 5-year strategic plan, he wants to conduct a staff survey that will provide
34 information for the plan as well as analyzing if we are organized properly and could there be
35 changes made to make improvements.

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MEMORANDUM

To: Board of Directors

From: Ryan Grisso, Water Conservation Coordinator *RG*

Subject: Water Conservation Program Incentive Updates
V:\Memos to Board\Water Conservation Rebate Update 2023.doc

January 16, 2023

RECOMMENDED ACTION: Adopt Revised Resolution 06-01 and 06-02

FINANCIAL IMPACT: None (costs already in FY 23/24 Water Conservation Budget)

At the May 21, 2021 Board of Directors (Board) meeting, the Board approved enhanced District water conservation program incentives in an effort to further increase customer participation in water conservation programs during the drought. Now that the previous drought has concluded, staff has revised Resolution 06-01 and 06-02 (which set rebate amounts for the Novato and West Marin Service Areas, respectively) to reflect incentive amounts and maximums to certain programs to maintain customer participation and keep the program robust and comprehensive, and also allow for future enhanced incentives if and when another drought occurs.

A draft updated Resolution 06-01 and 06-02 which include the current incentives and recommended enhanced incentives is included for your review (Attachments 1 and 2). The recommended enhanced incentive options are summarized in Table 1 below.

Table 1: Current and Recommended Water Conservation Incentive Levels

Program	Current Incentive	Proposed Incentive
Residential High-Efficiency Toilet Rebate	\$125	\$100
Residential Ultra High-Efficient Toilet Rebate	\$200	\$200
Commercial High-Efficiency Toilet Rebate	\$125	\$100
Commercial Ultra High-Efficiency Toilet Rebate	\$200	\$200
High-Efficiency Clothes Washer Rebate	\$100	\$75
Weather-Based Irrigation Controller Rebate	\$30/Station up to \$1,200	\$30/Station up to \$1,500
Water Smart Landscape Rebate	75% up to \$200	50% up to \$200
Cash for Grass Rebate	\$100/100 Square-Feet	\$1/Square-Foot
Swimming Pool Cover Rebate	50% up to \$75	50% up to \$75
Hot Water Recirculation Rebate	\$100	\$100
Rainwater Catchment Rebate	\$0.25 per gallon up to \$125	\$0.50 per gallon up to \$1,000
Greywater System Rebate	\$75 per connection	\$125 per connection
Swimming Pool Removal Rebate	None	\$1/Square-Foot

Residential and Commercial High Efficiency Toilet rebates along with Clothes washer rebates were reduced to that of pre-drought levels. These are long term programs thought to have a fairly high saturation rate in both service areas. The Ultra High Efficiency Toilet rebate is recommended to stay at the higher level to continue with market transformation efforts. The Water Smart Landscape Rebate is recommended to be reduced in percentage of customer cost value with the maximum suggested to remain the same at \$200. The Weather-Based Irrigation Controller is recommended to remain the same as the current rebate level (also the same as pre-drought level) which meets or exceeds the cost of the product for most participants, however it is recommended the maximum be increase to accommodate large landscape sites that have controllers with more than 48 stations. The Cash for Grass Rebate, Swimming Pool Cover, Hot Water Recirculation Rebate are recommended to remain the same at this time. Lastly, three new programs are being added to these Resolutions to include two (Rainwater Catchment and Greywater Rebate Programs) previous in “pilot” authorization and a new program (Pool Removal Rebate) also proposed to be included formally in Regulations 15 and 17.

With the proposed decrease in select rebates and other rebates remaining at the same level, the annual costs are not expected to increase more than what is currently budgeted in water conservation for FY 23/24. As always, if participation is projected to increase the expenditure level above the yearly budgeted amount, staff will return to the Board to request consideration of a budget augmentation or request that the incentive levels be decreased to the previous or other appropriately determined amount.

RECOMMENDATION

Board adopt revised Resolution 06-01 and 06-02 to update water conservation program incentives.

ATTACHMENTS

1. Draft Revised Resolution 06-01
2. Draft Revised Resolution 06-02

REVISED RESOLUTION 06-01
OF THE NORTH MARIN WATER DISTRICT
BOARD OF DIRECTORS
SETTING WATER CONSERVATION REBATE AMOUNTS
FOR NOVATO SERVICE AREA

BE IT RESOLVED by the Board of Directors of North Marin Water District that following rebate amounts are available to customers of the Novato Service Area of the North Marin Water District effective ~~May 1~~January 17, 202~~41~~4:

- Residential High Efficiency Toilet (HET) rebate amount to be set at up to \$~~425~~100 for District approved HETs (1.28gpf or less) and up to \$200 for District approved Ultra High Efficiency Toilets (1.1gpf or less).
- Commercial High Efficiency Toilet (HET) rebate amount to be set at up to \$~~100~~125 for District approved HETs (1.28gpf or less) and up to \$200 for District approved Ultra High Efficiency Toilets (1.1gpf or less).
- High Efficiency washing machine rebate set at up to \$~~75~~100.
- Residential and Commercial Weather-Based Irrigation Controller (Smart Control) rebate amount to be set at ~~\$100~~ or \$30 per active station up to \$1,~~5~~200 on qualified controller purchase. -Rebate amount not-to-exceed cost of controller.
- Landscape Water Efficient Rebates shall cover up to ~~50~~75% of the actual cost of District specified items up to a maximum of \$200 for residential customers and up to a maximum of \$1,000 for non-residential customers.
- Cash for Grass Rebates (in accordance with Regulation 15, Section H) are available at the rate of up to \$1.~~0000~~ per ~~400~~ square ~~foot~~feet of formal lawn area(s) removed and replaced with eligible replacement plant materials but shall not exceed the following values:
 - Singe family detached residences and duplexes, each dwelling unit - \$~~800~~1,000
 - Townhouses, condominiums, triplexes and fourplexes, each dwelling unit - \$~~300~~200
 - Apartments (5 unites or more), each dwelling unit - \$100
 - ~~Senior citizen unit or second unit with kitchen, each unit - \$40~~
- Pool Cover Rebate shall cover 50%of the actual cost of a District qualified covers up to \$75.
- Hot-Water Recirculation Rebate shall be up to \$100 for District qualified device.
- Rainwater Catchment Rebate shall be \$0.50 per gallon of storage up to \$1,000.
- Greywater system rebate shall be up to \$125 per eligible connected fixture or equivalent cost for equipment distribution.
- Pool removal rebate shall be set at the equivalent square foot Cash for Grass rebate level.

* * * * *

Date Approved: January 17, 2006
Date of Revision: June 20, 2006
Date of Revision: July 15, 2008
Date of Revision: December 1, 2009
Date of Revision: June 21, 2011
Date of Revision: June 19, 2012
Date of Revision: June 3, 2014
Date of Revision: April 20, 2021
[Date of Revision: January 16, 2024](#)

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 16²⁰th day of ~~April 2021~~[January 2024](#), by the following vote:

AYES:
NOES: None
ABSENT: None
ABSTAINED: None

(SEAL)

Eileen Mulliner, District Secretary
North Marin Water District

REVISED RESOLUTION 06- 02
OF THE NORTH MARIN WATER DISTRICT
BOARD OF DIRECTORS
SETTING WATER CONSERVATION REBATE AMOUNTS
FOR WEST MARIN SERVICE AREA

BE IT RESOLVED by the Board of Directors of North Marin Water District that following rebate amounts are available to customers of the West Marin Service Area of the North Marin Water District effective ~~May 1, 2021~~January 17, 2024:

- Residential High Efficiency Toilet (HET) rebate amount to be set at up to \$~~125-100~~ for District approved HETs(1.28gpf or less) and \$200 for District approved Ultra High Efficiency Toilets (1.1gpf or less).
- Commercial High Efficiency Toilet (HET) rebate amount to be set at up to \$~~125-100~~ for District approved HETs(1.28gpf or less) and \$200 for District approved Ultra High Efficiency Toilets (1.1gpf or less).
- High Efficiency washing machine rebate set at up to \$~~100~~75.
- Residential and Commercial Weather-Based Irrigation Controller (Smart Control) rebate amount to be set at ~~\$100 or~~ \$30 per active station up to \$1,~~5~~200 on qualified controller purchase. Rebate amount not-to-exceed cost of controller.
- Landscape Water Efficient Rebates shall cover up to 50-~~75~~% of the actual cost of District specified items up to a maximum of \$200 for residential customers and up to a maximum of \$~~51,000~~ for non-residential customers.
- Cash for Grass Rebates (in accordance with Regulation 17, Section H) are available at the rate of up to \$100 per 100 square feet of formal lawn area(s) removed and replaced with eligible replacement plant materials but shall not exceed the following values:
 - Singe family detached residences and duplexes, each dwelling unit - \$~~81,000~~
 - Townhouses, condominiums, triplexes and fourplexes, each dwelling unit - \$200
 - Apartments (5 unites or more), each dwelling unit - \$100
 - ~~Senior citizen unit or second unit with kitchen, each unit - \$40~~
- Pool Cover Rebate shall cover 50%of the actual cost of a District qualified covers up to \$75.
- Hot-Water Recirculation Rebate shall be up to \$100 for District qualified device.
- Rainwater Catchment Rebate shall be \$0.50 per gallon of storage up to \$1,000.

- Greywater system rebate shall be up to \$125 per eligible connected fixture or equivalent cost for equipment distribution.
- Pool removal rebate shall be set at the equivalent square foot Cash for Grass rebate level.

* * * * *

Date Approved: January 17, 2006
Date of Revision: July 27, 2006
Date of Revision: July 15, 2008
Date of Revision: December 1, 2009
Date of Revision: June 21, 2011
Date of Revision: June 19, 2012
Date of Revision; June 3, 2014
Date of Revision, April 20, 2021
Date of Revision: January 16, 2024

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 16²⁰th day of ~~April 2024~~January, 16 2024, by the following vote:

AYES:
NOES: None
ABSENT: None
ABSTAINED: None

Eileen Mulliner, District Secretary
North Marin Water District

(SEAL)

6



MEMORANDUM

To: Board of Directors
From: Eileen Mulliner, Executive Assistant / District Secretary
Subj: Board of Directors Committee Appointments
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A handwritten signature in blue ink, appearing to be "EM", is written over the "From:" line.

January 16, 2024

At the December 5th Board meeting, the reorganization of the Board of Directors was conducted except for the appointments to various committees. The attached lists the committee / association representatives, both external and internal, to be appointed by the Board President.

ATTACHMENTS:

1. Proposed Committee Appointments - 2024

**NORTH MARIN WATER DISTRICT
BOARD OF DIRECTORS
COMMITTEE / ASSOCIATION APPOINTMENTS
2024**

EXTERNAL COMMITTEES**NMWD Representative(s)/Alternate****North Bay Watershed Association**

1 meeting per month – Friday
9:30 a.m. – 11:30 a.m.
Petaluma / Novato

Rick Fraites/Jack Baker**Russian River Public Policy Facilitation Committee**

(Russian River Biological Assessment/Opinion)

1 meeting per year – Friday
9:00 a.m. – Noon
Santa Rosa/Ukiah

Steve Petterle**Water Advisory Committee**

1 meeting per quarter – Monday
9:00 a.m. – Noon
Santa Rosa

Jack Baker/Michael Joly**North Bay Water Reuse Authority**

1 meeting per quarter – Monday
9:30 a.m.
Novato Sanitary District/Novato City Hall

Jack Baker**INTERNAL COMMITTEES****West Marin Services ad Hoc Committee**

As needed

Rick Fraites/Ken Eichstaedt**Water Management ad Hoc Committee**

As needed

Steve Petterle/Michael Joly

Note: ad Hoc Committees are deleted off the list once no longer in use

7

**MEMORANDUM**

To: Board of Directors Date: January 16, 2024

From: Tony Williams, General Manager *TW*
Julie Blue, Auditor Controller *JB*

Subject: Approval of Salary Schedules and Successor Memorandum of Understanding (MOU) with NMWD Employee Association (10/1/2023-6/30/2028)

T:\AC\Board Reports\Board Memos\2024\Updated MOU\BOD Memo Rep 01.16.24 Proposal.Docx

RECOMMENDED ACTION: That the Board Approve:

- 1) The October 2023 and February 2024 Salary Schedules
- 2) The Successor MOU
- 3) Authorize the General Manager to modify each subsequent year's salary schedule to reflect the percentage change in the CPI

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 effective 02/01/2024.*
- *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 was initially presented to the Board at its January 9, 2024 meeting for discussion.

Recommendation:

Board approval requested for the following actions:

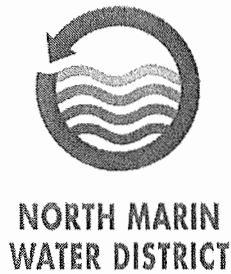
1. Authorize the General Manager to execute the Memorandum of Understanding with the NMWD Employee Association, with a term of October 1, 2023 through June 30, 2028.
2. Approve the District's salary schedules, effective October 1, 2023 and February 1, 2024 respectively, and authorize the General Manager to modify each subsequent year's salary schedule, effective July 1 of each subsequent corresponding year, to reflect 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%, with the last increase effective July, 2027.

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

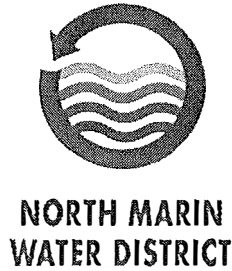
DATE: December 14, 2023

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
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Association**

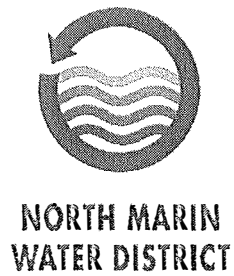


NEGOTIATIONS 2023

**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>

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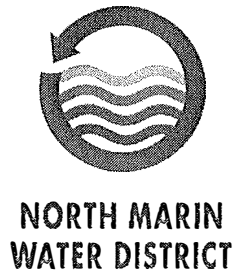


NEGOTIATIONS 2023

**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
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Association**



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
Association**



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
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Association**



NEGOTIATIONS 2023

**District
Response**

Topic		Agreement
		<p><i>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).</i></p>
12. Economic Proposals		<p>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.</p> <p>Equity Adjustments effective 7/1/2024 with no retroactivity.</p>

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)** EM KAC*

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 EM KAC

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


Eric Miller
Assistant General Manager

12/14/23
Date

For the Association


Jeff Corda
Chair

12-14-23
Date


Karen Clyde
HR & Safety Manager

12/14/23
Date

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 floating holiday accruals, Section 20 of the current (2023-2028) MOU shall be amended as follows and become effective 1/1/2024 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)

~~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 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.

<u>Lincoln's Birthday</u>	<u>February 12</u>
<u>Admission Day</u>	<u>September 9</u>
<u>Columbus Day</u>	<u>2nd Monday in October</u>
<u>Cultural Appreciation Day*</u>	<u>Floating Day</u>

* 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.

A.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.

B-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.

A-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 \(public law\)](#)).

B-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.

2-12. 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, Redwood Health Insurance Services 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.

A.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.

12-13. 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.

13.14. 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. Oceana 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).

4-18. 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.

2-19. 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.

3-20. 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:

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</u> <u>7:00AM – Midnight Sunday</u>	<u>5%</u>
<u>Weekend Graveyard</u>	<u>Midnight Friday – 7:00AM Saturday</u> <u>Midnight Saturday – 7:00AM Sunday</u> <u>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' request (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.

4.22. 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.

5-25. 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
Distrikt. & 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 as follows:

Position	2/1/2024 Equity Adjustment
<u>Distrib. & TP Supervisor</u>	<u>9.8%</u>
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%

- 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-PERS~~Sable.
- 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 16, 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 66,072	5,781 69,372	6,070 72,840	6,374 76,488	6,693 80,316
Account/Credit Clerk II	6,080 72,960	6,384 76,608	6,703 80,436	7,038 84,456	7,390 88,680
FSR I	6,125 73,500	6,431 77,172	6,753 81,036	7,091 85,092	7,446 89,352
FSR II	6,554 78,648	6,882 82,584	7,226 86,712	7,587 91,044	7,966 95,592
FSR Lead	7,220 86,640	7,581 90,972	7,960 95,520	8,358 100,296	8,776 105,312
Consumer Services Supervisor	8,593 103,116	9,023 108,276	9,474 113,688	9,948 119,376	10,445 125,340
Storekeeper/Safety Coord.	6,777 81,324	7,116 85,392	7,472 89,664	7,846 94,152	8,238 98,856
Accounting Clerk II	6,080 72,960	6,384 76,608	6,703 80,436	7,038 84,456	7,390 88,680
Staff Accountant	7,833 93,996	8,225 98,700	8,636 103,632	9,068 108,816	9,521 114,252
Senior Accountant	8,971 107,652	9,420 113,040	9,891 118,692	10,386 124,632	10,905 130,860
Accounting Supervisor	9,661 115,932	10,144 121,728	10,651 127,812	11,184 134,208	11,743 140,916
Water Conservation & Communications Mgr	10,723 128,676	11,259 135,108	11,822 141,864	12,413 148,956	13,034 156,408
<u>Engineering Department</u>					
Engineering Secretary	6,329 75,948	6,645 79,740	6,977 83,724	7,326 87,912	7,692 92,304
Engineering Services Rep	6,926 83,112	7,272 87,264	7,636 91,632	8,018 96,216	8,419 101,028
Engineering Technician IV	8,244 98,928	8,656 103,872	9,089 109,068	9,543 114,516	10,020 120,240
Engineering Assistant	9,106 109,272	9,561 114,732	10,039 120,468	10,541 126,492	11,068 132,816
Junior Engineer	8,607 103,284	9,037 108,444	9,489 113,868	9,963 119,556	10,461 125,532
Assistant Civil Engineer	9,409 112,908	9,879 118,548	10,373 124,476	10,892 130,704	11,437 137,244
Associate Civil Engineer	11,062 132,744	11,615 139,380	12,196 146,352	12,806 153,672	13,446 161,352
Senior Engineer	12,167 146,004	12,775 153,300	13,414 160,968	14,085 169,020	14,789 177,468

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

PROPOSED to the Board on January 16, 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 65,448	5,727 68,724	6,013 72,156	6,314 75,768	6,630 79,560
Utility Worker II (Pipe Asst.)	5,851 70,212	6,144 73,728	6,451 77,412	6,774 81,288	7,113 85,356
Utility Worker III (Pipe Worker)	6,777 81,324	7,116 85,392	7,472 89,664	7,846 94,152	8,238 98,856
Heavy Equip. Operator	7,035 84,420	7,387 88,644	7,756 93,072	8,144 97,728	8,551 102,612
Dist. Maintenance Foreman	8,227 98,724	8,638 103,656	9,070 108,840	9,524 114,288	10,000 120,000
Pipeline Foreman	8,227 98,724	8,638 103,656	9,070 108,840	9,524 114,288	10,000 120,000
<u>Operations Department</u>					
Program Assistant I	5,557 66,684	5,835 70,020	6,127 73,524	6,433 77,196	6,755 81,060
Program Assistant II	6,754 81,048	7,092 85,104	7,447 89,364	7,819 93,828	8,210 98,520
Program Assistant III	7,429 89,148	7,800 93,600	8,190 98,280	8,600 103,200	9,030 108,360
Cross Connection Tech I	5,960 71,520	6,258 75,096	6,571 78,852	6,900 82,800	7,245 86,940
Cross Connection Tech II	7,244 86,928	7,606 91,272	7,986 95,832	8,385 100,620	8,804 105,648
Auto/Equipment Mechanic	6,777 81,324	7,116 85,392	7,472 89,664	7,846 94,152	8,238 98,856
Apprentice Elec/Mech Tech	6,502 78,024	6,827 81,924	7,168 86,016	7,526 90,312	7,902 94,824
Elec/Mech Tech	7,631 91,572	8,013 96,156	8,414 100,968	8,835 106,020	9,277 111,324
Senior Elec/Mech Tech	8,268 99,216	8,681 104,172	9,115 109,380	9,571 114,852	10,050 120,600
Maintenance Supervisor	9,597 115,164	10,077 120,924	10,581 126,972	11,110 133,320	11,666 139,992
Lab Tech	5,397 64,764	5,667 68,004	5,950 71,400	6,248 74,976	6,560 78,720
Chemist I	7,406 88,872	7,776 93,312	8,165 97,980	8,573 102,876	9,002 108,024
Chemist II	8,821 105,852	9,262 111,144	9,725 116,700	10,211 122,532	10,722 128,664
Senior Chemist	9,654 115,848	10,137 121,644	10,644 127,728	11,176 134,112	11,735 140,820
Water Quality Supervisor	11,301 135,612	11,866 142,392	12,459 149,508	13,082 156,984	13,736 164,832
Asst Water Distrib & TP Op	6,829 81,948	7,170 86,040	7,529 90,348	7,905 94,860	8,300 99,600
Water Distrib & TP Op	8,503 102,036	8,928 107,136	9,374 112,488	9,843 118,116	10,335 124,020
Sr. Water Distrib & TP Op	9,463 113,556	9,936 119,232	10,433 125,196	10,955 131,460	11,503 138,036
Distrib & TP Supervisor	11,447 137,364	12,019 144,228	12,620 151,440	13,251 159,012	13,914 166,968

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

PROPOSED to the Board on January 16, 2024

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

North Marin Water District

1/4/2024

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

8

**MEMORANDUM**

To: Board of Directors Date: January 16, 2024

From: Tony Williams, General Manager 

Subject: Approval to Set Salary and Terms and Conditions of Employment for Unrepresented Employees

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RECOMMENDED ACTION: That the Board Approve:

- 1) The October 2023 and February 2024 Salary Schedules;
- 2) Authorize the General Manager to modify each subsequent year's salary schedule to reflect the percentage change in the CPI

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

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 was initially presented to the Board at its January 9 meeting for discussion.

Recommendation:

Board approval requested for the following actions:

1. Approve the District's salary schedules, effective October 1, 2023 and February 1, 2024, respectively, and
2. authorize the General Manager to modify each subsequent year's salary schedule, effective July 1 of each subsequent corresponding year, to reflect 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%, with the last increase effective July 1, 2027.

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 16, 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 16, 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

9



MEMORANDUM

To: Board of Directors *EM* Date: January 16, 2024
From: Eric Miller, Assistant General Manager / Chief Engineer
Subject: Administration & Laboratory Upgrade Project – Construction Update
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RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: None at this time

On April 29, 2022, your Board approved award of a contract to D.L. Falk Construction Inc. for the construction phase of the Administration and Laboratory Upgrade Project. The project consists of a renovation of the District's existing nearly 60-year old office building and a new one-story addition to provide a new water quality laboratory, new staff lunchroom, and lobby area.

The construction phase began with a pre-construction meeting on June 21, 2022. Since that meeting, District staff has been deeply involved in coordination with the design team, construction administrator and the contractor. The most recent schedule indicates project completion in February 2024.

District staff provided a project update at the August 15, 2023 Board meeting and plans to continue providing quarterly informational presentations to the Board with details regarding schedule updates, progress photos, unforeseen issues, and budget status.

ATTACHMENTS: 1. Presentation slides dated January 16, 2024



**NORTH MARIN
WATER DISTRICT**

**Administration & Laboratory
Upgrade Project
Construction Update**

January 16, 2024



Progress Photos



11/14/2023

1	Progress Photos
2	Unforeseen Issues
3	Schedule Update
4	Budget Status



Progress Photos



08/04/23



08/08/23

Boardroom Northern and Southern Wall



Progress Photos

Aerial Drone Footage



11/14/2023



Progress Photos



Public Entrance

11/08/23



Front Lobby

11/08/23



Progress Photos



06/15/23



06/15/23

East Wall Exterior Panels



Progress Photos



Overhead View – Both Buildings

11/09/23



Progress Photos

New Rainwater Catchment Tank



11/08/23



08/04/23

Tank Footing



Progress Photos

Western & Southern
Exterior



11/08/23

Eastern Exterior



11/08/23



Progress Photos

Receptionist Office



11/08/23

Engineering Office



11/08/23



Progress Photos



11/08/23



11/08/23

Interior of the New Lab



Progress Photos

Employee Entrance



12/21/23

Lunchroom
Eastern Wall



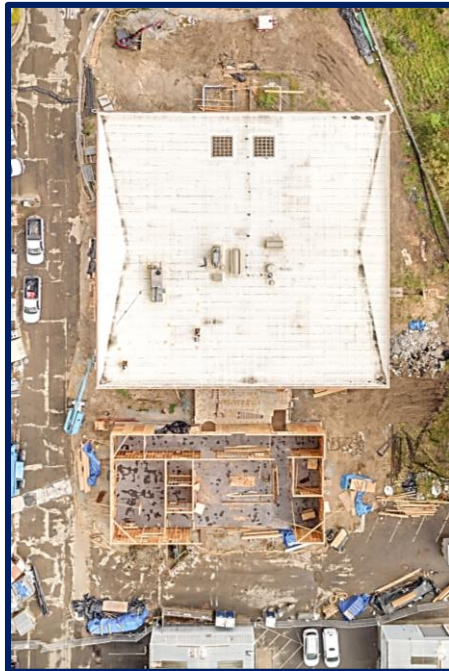
12/21/23



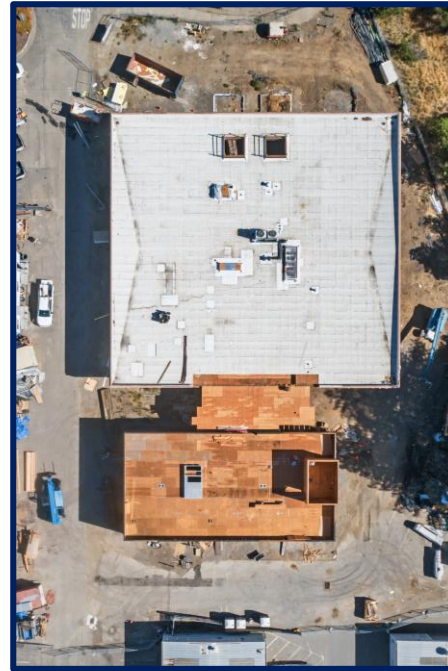
Progress Photos



10/06/2022



05/02/23



07/31/23

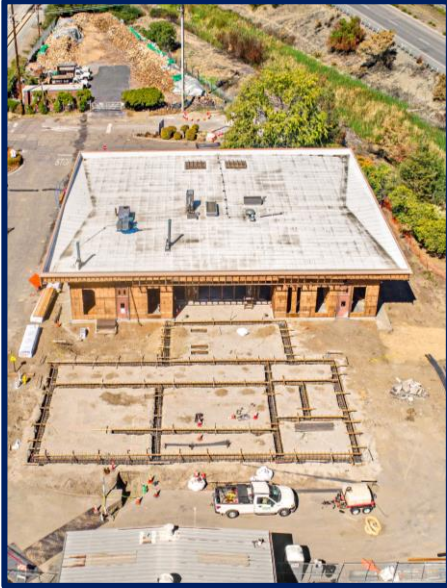


11/09/23

Overhead View of Construction Progress



Progress Photos



10/06/2022



05/02/23



07/31/23



11/09/23

Overhead View of Construction Progress





Unforeseen Issues

Supply Chain Delays



11/08/23

Material procurement continues to be an issue of discussion and uncertainty

Electrical Main Switch Board (MSB) is the remaining major unknown.

Materials Impacted

Electrical Equipment ¹	Delivery Unknown
Mechanical Equipment	Installation In Progress
Glass / Storefronts	Skylight Delivery Pending
Exterior Paneling	Installation In Progress
Lab Equipment	Delivery Pending

¹ Main Switch Board (MSB) delivery expected in July 2024



Design Change Delays



11/08/23



PG&E required full relocation of the building's electrical service



11/08/23



Lunchroom Delays



11/08/23



*A portion of the lunchroom slab was
demoed to correct electrical placement*





Project Schedule

Project Schedule



11/08/23

1st Day of Work	July 11, 2022
Original Project Duration	420 calendar days
Time Elapsed as of 12/31/23	525 calendar days (125%)
Original Project Completion	September 4, 2023

Weather Days Added	31 working days ¹
Days Added via Change Order	86 working days ²
Adjusted Project Completion	February 15, 2024

Contractor's Scheduled Completion	May 24, 2024
Difference in Completion Dates	99 calendar days

¹ base contract included 15 assumed weather days. (46-15=31)

² includes 33 working days negotiated due to owner-caused delays



3-Month Look Ahead Schedule

Item of Work	January				February				March			
Administration Building												
Exterior Metal Paneling	X	X	X	X	X	X	X	X				
M.E.P. Trim Out and Ceiling Close-In	X	X	X	X	X	X						
Exterior Site Work (ramps, decks, etc.)			X	X	X	X	X	X	X	X	X	X
Floor Prep, Tile, Carpet					X	X	X	X	X	X	X	X

Lab Building												
Roof and Penthouse Equipment	X	X	X	X	X	X						
M.E.P. Trim Out and Ceiling Close-In	X	X	X	X	X	X	X	X	X	X	X	X
Exterior Metal Paneling					X	X	X	X	X	X	X	X
Lunchroom Slab Pour and Gypsum			X	X	X	X	X	X				





Budget Status

Budget Status

¹ through December 2023



09/08/23

DL Falk Contract	\$	11,614,000	
Billings to Date ¹	\$	9,567,725	82%

Contingency	\$	1,252,000	
CO Forecast ²	\$	744,368	59% ³

Project Start	July 11, 2022	
Time Elapsed	525 days	
Orig. End Date	Sept. 4, 2023	125%
Adj. End Date	Feb 15, 2024	91.9%

² includes bid add. for landscape - \$96k (7.7%)

³ represents change orders 1-15, add'l change orders pending





Questions?



10

**MEMORANDUM**

To: Board of Directors

January 16, 2024

From: Tony Williams, General Manager

A handwritten signature in blue ink, appearing to read "Tony Williams", is written over the printed name.

Subj: Membership with the Center for Western Weather & Water Extremes (CW3E) Water Affiliates Group

t:\gml\bod memos 2024\1-16-24 meeting\cw3e membership\1-16-24 bod memo cw3e membership.docx

RECOMMENDED ACTION: Information Only**FINANCIAL IMPACT:** \$5,000 (available in the approved FY24 budget)

The North Marin Water District (District) along with Marin Municipal Water District (MMWD) and the County of Marin have jointly become members of the Center for Western Weather and Water Extremes (CW3E) Water Affiliates Group. CW3E is part of the Scripps Institution of Oceanography at the University of California at San Diego in partnership with several state and federal agencies including the California Department of Water Resources, National Weather Service, NASA, and the US Army Corps of Engineers. CW3E leads science-based Atmospheric River reconnaissance, observations and forecasting efforts to optimize weather, climate and water forecasts and tools to improve operations, increase water supplies, and promote public safety. The Water Affiliates Group is an opportunity to inform research strategies and to tailor specific weather information for water managers for improved operations for water supply and flood risk management (see Attachment 1). Current members include:

- The City of San Diego Public Utilities Department
- East Bay Municipal Utility District
- Fresno Metropolitan Flood Control District
- Irvine Ranch Water District (IRWD)
- Orange County Water District's
- San Bernardino Valley Municipal Water District (SBVMWD)
- San Diego County Water Authority
- San Francisco Public Utilities Commission (SFPUC)
- Salt River Project (SRP)
- Sonoma Water (SW)
- Turlock Irrigation District's (TID)
- Valley Water
- Yuba Water Agency

Joining the CW3E Water Affiliates Group also reflects the District's response to the recommendations of the Marin County Dam and Reservoir Safety report (Report) issued in June 2023 by the Marin County Civil Grand Jury (<https://www.marincounty.org/depts/gj/reports-and->

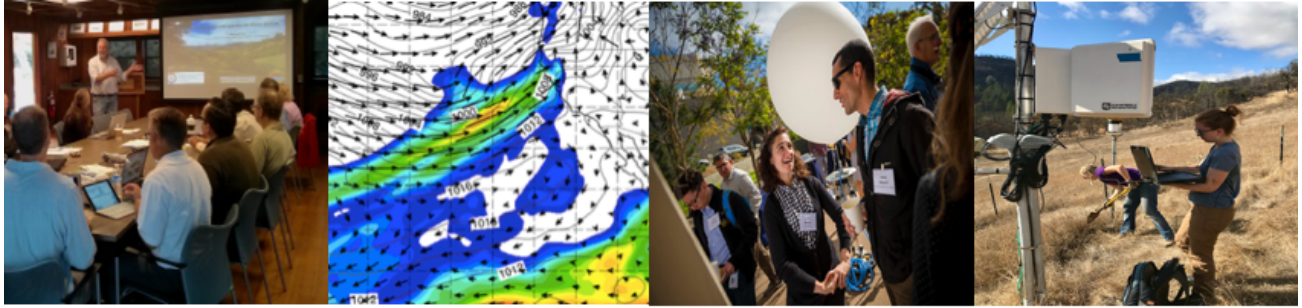
[responses/reports-responses/2022-23/dam-and-reservoir-safety](#)). As the Report reflects, the District's Stafford Dam complies with the California Division of Safety of Dams (DSOD) regulations regarding dam safety and operations. However, per the Report, "regulatory agencies requirements for dam safety do not incorporate the latest scientific information on climate change." As such, the Report recommended that District (and MMWD) should "*begin collaboration with scientific institutions*" to expand our toolkit of mitigation strategies in light of the growing risk presented by atmospheric river events. The District's formal response to the recommendation was previously approved by Board and is provided for reference as Attachment 2 (see "R6" on page 7 of the attachment).

Joining the CW3E Water Affiliates Group is also a significant step in connecting with the like-minded organizations listed above and sharing best practices in forecast-informed water operations, understanding atmospheric rivers and implementing real-world water resource solutions through decision support tools developed by CW3E. It is anticipated that this membership will strengthen both the District's and MMWD's dam safety programs and overall local water supply management, as well as enhance the County's preparedness and response to extreme weather events.

ATTACHMENTS:

1. CW3E Water Affiliates Group Overview
2. Statements and Explanations – Marin Civil Grand Jury Report (7 pages)

Water Affiliates Group



Join other water leaders to shape strategies to advance understanding of atmospheric rivers and droughts and improve water management, mitigate flood risk, and increase water supply reliability.

[Information, Tools, & Technologies](#)

[Join WAG](#)

[WAG Events](#)

[Partners](#)

[Membership Tiers](#)

CW3E leads science-based Atmospheric River and Forecast-Informed Reservoir Operations (FIRO) efforts to optimize weather, climate and water forecasts—providing water managers with tools to improve operations, increase water supplies, and promote public safety. Membership with the Water Affiliates Group is an opportunity to inform research strategies on operational tools to support core water management services.

CW3E Provides Actionable Information, Tools, and Technologies

Water Supply Reliability

Observations

Flood Management

Forecasting

GHG Mitigation

Decision Support

Groundwater recharge

Climate Outlooks: Months to Decades

Public safety

Hazard Assessment

Why Join the Water Affiliates Group?

- Share your perspective with CW3E to tailor specific weather information for water managers for improved operations, increasing water supply while maintaining critical flood risk management
- Connect with like-minded water leaders to share best practices in Forecast-Informed water operations

2023 Water Affiliates Group Member and Community Events

Fall WAG Roundtable

Nov 27

Scripps Oceanography

All Water Affiliates Group Members



Founding Members



The City of San Diego Public Utilities Department is actively pursuing ways to increase water supplies and options. Collaborating with the Center for Western Weather and Water Extremes supports efforts to integrate the best available

science and forecasting tools into water resource management and exemplifies the Department's proactive approach to safeguarding reliable water supplies.



East Bay Municipal Utility District is committed to providing reliable, high-quality drinking water and wastewater service through sustainable activities that avoid, minimize or mitigate adverse effects to the environment and the public. Sustainability and resilience are essential principles that guide the actions of EBMUD in meeting the needs of customers.



Fresno Metropolitan Flood Control District provides to the citizens living within its boundaries, the ability to control and manage the flood, storm, and surface and groundwater resources of the area so as to prevent damage, injury, and inconvenience; to conserve such waters for local, domestic and agricultural use; and to maximize the public use and benefit of the District's programs and infrastructure.



Irvine Ranch Water District (IRWD) is dedicated to providing, conserving, and maximizing the efficient use and reuse of water and renewable resources to benefit their customers and to enhance the environment. IRWD manages its supply and demand with careful research and analysis regarding flow, diversions, climate, customer demand and population estimates to ensure there will be an adequate supply of clean, reliable water.



Orange County Water District's (OCWD) ability to reduce reliance on imported water depends on increasing capture of storm water released from Prado Dam. Current flood control manuals allow temporary capture of up to 20,000 acre-feet of water. With CW3E, advancing research observations for unique region-specific forecasts may permit Prado Dam to capture up to 30,000 acre-feet of water behind the dam and direct it to groundwater recharge.



San Bernardino Valley Municipal Water District (SBVMWD) has led the effort to enhance groundwater storage throughout the upper Santa Ana River Watershed. As climate change influences the hydrologic cycle, water managers need to prepare for potentially extreme shifts in precipitation. By collaborating with CW3E, SBVMWD is preparing for maximum adaptation and resiliency in the face of unknown future conditions. SBVMWD plans to collaborate with CW3E to assess both risks and opportunities for various groundwater recharge projects and incorporate Forecast-Informed Reservoir Operations (FIRO) modeling into water resource planning.



San Diego County Water Authority is working with CW3E to assess how better precipitation forecasts at a range of timescales can improve reservoir management in the San Diego region- maximizing local water supply and the reliability of water resources and improving the ability of water managers to make real-time decisions for managing limited water supplies.



San Francisco Public Utilities Commission (SFPUC) depends on accurate weather forecasts to optimize management of water resources by meeting competing objectives including maximizing water supply, ensuring dam safety, environmental stewardship, green hydropower production and recreation. CW3E models and data products provide critical information for the management of the SFPUC reservoirs and dams.



Salt River Project (SRP) was established in 1903 to coordinate the management of water supplies for shareholders of the Salt River Valley Water Users' Association in Arizona. Over the past 100+ years, SRP's expertise has grown into the conjunctive management of the 13,000-square-mile Salt River and Verde River watersheds that produce SRP's surface water supplies; seven dams and reservoirs; more than 260 groundwater wells; three water-banking projects; and a vast electric generation, transmission and distribution system spanning multiple states to serve a 2,900-square-mile electric and 375-square-mile water service area in central Arizona. SRP strives to protect the water rights of its shareholder while also protecting the Salt and Verde river watersheds in a way that benefits all of those who depend on these rivers. This includes conducting research, working on watershed restoration efforts, and

collaborating with water users and communities across the state.



Sonoma Water (SW) is responsible for wholesale water supply, flood risk management, and wastewater management. Because these operations are significantly impacted by ARs, SW has partnered with CW3E to assist in various applied research programs and other programs to help mitigating such impacts. Specifically, SW is partnering with CW3E on leading the implementation of FIRO at Lake Mendocino resulting in several major deviations being approved by the US Army Corps of Engineers to save up to 11,650 acre feet of water annually.



Turlock Irrigation District's (TID) ability to protect against flood events depends on being able to more accurately forecast large rain events. In both 2017 and 2019, CW3E models gave TID time to create space in the reservoir through pre-flood releases to minimize the effects of storms forecasted to hit the area. In 2018, a dry year, the accuracy of CW3E models to forecast extreme weather events gave TID confidence to hold on to 150,000 acre-feet of water that would have been released otherwise.



Valley Water is committed to providing Silicon Valley safe, clean water for a healthy life, environment, and economy. Valley Water's vision is to be nationally recognized as a leading water resources management agency.



Yuba Water Agency is dedicated to continuing to improve water supply management, especially reducing the risk of flood events. CW3E atmospheric river forecasting enhancements are being used to complement Yuba Water's plans to build a \$225 million secondary spillway at New Bullards Bar Dam, to provide early reservoir flood releases. The combination of new infrastructure and forecasting improvements is increasing public safety for the Yuba-Feather and surrounding regions.

Other Members



Modesto Irrigation District (MID) provides electric, irrigation and domestic water services for its customers, delivering the highest value at the lowest cost possible through teamwork, technology, innovation and commitment.



Santa Clarita Valley Water (SCV) provides responsible water stewardship to ensure the Santa Clarita Valley has reliable supplies of high quality water at a reasonable cost. We implement programs to ensure our service area's supplies, which consist of both local groundwater and recycled water, and imported water from the State Water Project, other water contracts, and water banking programs, are sustainable. Furthering atmospheric weather forecasting, basin runoff forecasting, and understanding of western weather phenomenon can improve our ability to manage and optimize these resources.



Seattle Public Utilities (SPU) fosters healthy people, environment, and economy by partnering with our community to equitably manage water and waste resources for today and future generations. The utility provides reliable, safe, and high-quality drinking water to 1.5 million customers and plans, builds, operates, and maintains Seattle's stormwater and wastewater systems. Weather forecasts, modeling, and technical expertise are used to manage our water resources efficiently, balance objectives for people and fish, plan and build resilient investments, and prepare for and respond to storm events. Partnering with CW3E will give us access to leading research, forecast tools, and insights on atmospheric rivers impacting our region that will help inform our operational decisions and improve our storm preparedness.



Water Replenishment District (WRD) is the largest groundwater agency in the state of California, managing and protecting local groundwater resources for over four million residents. WRD's service area covers a 420-square-mile region of southern Los Angeles County, the most populated county in the United States. The 43 cities in the service area, including a portion of the City of Los Angeles, use about 250,000 acre-feet (82 billion gallons) of groundwater annually which accounts for approximately half of the region's water supply. WRD ensures that a reliable supply of high-quality groundwater is available through the use of recycled water and stormwater capture. WRD is responsible for monitoring and testing groundwater throughout the region using effective

management principles.

Annual Membership

Members receive tiered levels of access and visibility at CW3E Member and Community events with invitations to attend and present and quarterly newsletters. Membership support workshops and conferences for members as well as education, outreach, and innovation at CW3E. Membership is tax-deductible.

Platinum Level

- 2 invitations to participate in WAG Roundtable Meeting hosted by Scripps
- 2 invitations to Annual FIRO Workshop
- 2 invitations to Executive Briefings
- 2 invitations to select CW3E programming
- 3 copies of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$300 value)

Gold Level

- 1 invitation to Annual FIRO Workshop
- 1 invitation to select CW3E programming
- 2 copies of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$200 value)

Associates Level

- Option to additionally sponsor WAG Member and Community Events a la carte
- 1 copy of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$100 value)

F. Martin Ralph, Ph.D.

Director, CW3E

mralph@ucsd.edu

Vanessa Scott

Corporate Relations & Innovation

vscott@ucsd.edu

To receive updates on CW3E research, forecast tools, and webinars [sign up for the CW3E newsletter](#).



F. Martin Ralph, PhD., Director

**Center For Western Weather and Water
Extremes (CW3E)**

Scripps Institution of Oceanography
University of California, San Diego
9500 Gilman Drive
La Jolla, CA 92093

[Directions](#)

CW3E Partners

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Laboratory](#)

[Orange County Water District](#)

[Sonoma Water](#)

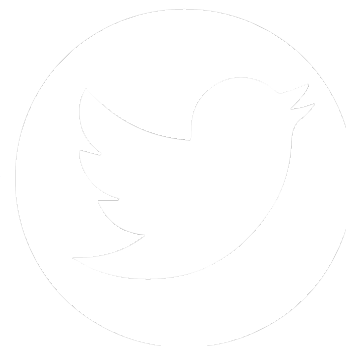
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Response Form Continuation – Statements and Explanations

Marin Civil Grand Jury Report

Dam and Reservoir Safety: Water May Save Us - Water May Drown Us (“Report”)

Report Findings

F1. Climate change is increasing the atmospheric rivers’ strength and frequency which impacts communities across Marin County. Failure to include and recognize these growing threats underestimates current dam safety risks and possible preventive strategies.

Response = Disagree partially with the finding

Statement: We agree that climate change is having an effect on the strength and frequency of weather events, including larger storm events that are referred to as atmospheric rivers. NMWD staff have been actively participating in webinars and email updates from the Center for Western Weather and Water Extremes as well as the California-Nevada Drought Early Warning System for the last few years. In addition, as a member of the Sonoma County Water Agency’s Technical Advisory Committee, NMWD is very familiar with atmospheric river forecasting and Forecast Informed Reservoir Operations (FIRO). However, to our knowledge, there is no published guidance on how to incorporate the current and evolving science on atmospheric rivers (or other weather events impacted by climate change) into the appropriate engineering analysis of the dam performance and safety or hazard mitigation actions. The responsibility to develop engineering criteria or guidance lies with state and federal agencies tasked with dam safety and water resources planning and engineering, and these agencies have the expertise and funding for those efforts. See response to F2 regarding what NMWD is currently doing regarding dam safety.

F2. MMWD and NMWD are in full compliance with both state DOSD (sic.), as well as all federal regulations. However, dam safety analysis and reporting would be enhanced by including current data on probable maximum precipitation (basis for risk analysis) numbers.

Response = Disagree partially with the finding

Statement: It is not clear what “current data” in general or specific to the Novato Creek watershed above Stafford Dam is available and would be included in a probable maximum precipitation (PMP) analysis. Stafford Dam was raised and modified in 1985 based on a probable maximum flood (PMF) developed from a PMP calculated from data in the Hydrometeorological Report No. 36 (HMR 36) as well as HMR 49. NMWD acknowledges that these HMR reports were updated in 1999 and superseded with reports HMR 58 and HMR 59, however they would also not have “current data” as the Report suggests, especially atmospheric river data from current scientific research.

As part of an ongoing project development for the Stafford Dam Adjustable Spillway Gate (ASG) project¹ consideration of a new PMP analysis is being evaluating by NMWD engineering staff in

¹ See approved CIP, page 28 of the FY23-24 Budget: <https://nmwd.com/wp-content/uploads/2023/06/Budget-Final-FY-23.24.pdf>

coordination with NMWD's dam consultant and ongoing coordination with the Marin County Flood Control & Water Conservation District, including how best to modify or adjust available hydrometeorological data. One concern NMWD has is if the methodology chosen to evaluate extreme rainfall events (with climate change impacts) and subsequent runoff is later superseded by or not in compliance with forthcoming official guidelines or regulations from the state then the costly effort has to be repeated.

There is currently no scientific consensus on how to best incorporate climate change into PMP values². It is a topic of active research at the federal and state levels, and to reinforce an earlier point made above (see F1 statement) regarding which entities are best equipped to integrate scientific research into engineering practice, the National Academies of Sciences, Engineering and Medicine's ad hoc committee project "Modernizing Probable Maximum Precipitation Estimation" and subsequent studies planned by the National Oceanic and Atmospheric Administration (NOAA) illustrate the more appropriate efforts to address the concern addressed in this finding. At the state level the California Extreme Precipitation Symposium (CEPSYM) (<https://cepsym.org/>) is an annual meeting of scientific and technical presentations meant to increase our knowledge and understanding of extreme precipitation events. The goals of CEPSYM are to improve flood risk management planning and increase warning time for large floods, including impacts from atmospheric rivers. The website "CalAdapt" (<https://cal-adapt.org/about/>) compiles Climate Change projections for California, however, their "Extreme Precipitation" projections are limited to 100-year storms and smaller, which are too small for dam design.

F3. MMWD and NMWD hazard mitigation plans fail to incorporate the latest scientific studies on climate change. They use DOSD and FEMA climate models that were last updated in 2012. This eleven-year gap may lead to an underestimation of current and future risks.

Response = Disagree partially with the finding

Statement: NMWD is a participant in the Marin County Multi-jurisdictional Hazard Mitigation Plan (MCMHMP). Marin County is currently leading the effort to update the adopted 2018 MCMHMP for 2023. Based on NMWD's participation in the 2023 update, it is anticipated that climate change impacts will be addressed in that updated plan. See explanation to R2 below for more information on this topic.

F4. FEMA and National Flood Insurance maps may not have entirely incorporated the most recent dam inundation maps and are not available on the MMWD and NMWD websites.

Response = Disagree wholly with the finding

Statement: The FEMA Flood Insurance Rate Maps (FIRM) and the companion Flood Insurance Study (FIS) for Marin County don't include dam inundation mapping. These flood risk products are instead based on flooding from various hydrologic scenarios and used for flood insurance

² US Army Corps of Engineers ECB 2018-14 *Guidance for Incorporating Climate Change Impacts to Inland Hydrology in Civil Works Studies, Designs, and Projects*, Rev 2 August 19, 2022.

purposes. The Grand Jury needs to inquire with FEMA directly about the mapping criteria and subsequent information included in those products.

The NMWD website does provide information on the dam and spillway inundation maps: <https://nmwd.com/your-water/novato-water/> (see “dam Inundation Mapping” link). The website links directly to the Department of Water Resources (DWR) Division of Safety of Dams’ (DSOD) inundation mapping portal. NMWD feels this is the most appropriate public user interface for dam inundation mapping and is the repository of the most current “approved” mapping for Stafford Dam.

The website also provides a link to the County of Marin’s Marin Map website which hosts the latest FEMA flood insurance rate maps (FIRMs): <https://nmwd.com/your-water/novato-water/> (see “FEMA Flood Maps” link).

NMWD doesn’t have a local or regional flood control mission or purpose and Stafford Dam only provides a minor flood control function. In 1985, NMWD and the Marin County Flood Control & Water Conservation District (MCFC&WCD) entered into an agreement as part of joint project to modify the Stafford Dam spillway to delay the passage of flows downstream. The project, however, doesn’t provide any flood control storage in the lake. Stafford Dam’s primary function is water storage for domestic water supply.

F5. The advancement of dam safety is greatly enhanced with the expertise of scientific institutions. They use a range of tools and practices such as FIRO, flyovers, weather balloons, radar along the coast, and collaborations between dam owners and scientific institutions. These practices, used by other water districts, serve as an example from which MMWD and NMWD can benefit.

Response = Agree with the finding

Statement: NMWD agrees that the expertise of scientific institutions and the tools and practices they develop have proved useful for a select group of dam owners in California. Many of the largest dams in California are owned and operated by either a federal agency or the California Department of Water Resources, a state agency³. It is important to note that Forecast Informed Reservoir Operations (FIRO) is only fully practiced at one dam in California: Lake Mendocino⁴. It is still considered a pilot program and being studied at only three other locations in the state: Lake Oroville, New Bullards Bar, and the Prado Reservoir. Lake Mendocino is a dual-purpose reservoir, providing both water supply storage and flood control storage (the former is the responsibility of Sonoma Water and the latter, the US Army Corps of Engineers (USACE); overall dam safety is a USACE responsibility). FIRO practices at this dam provides better storage management within these two distinct volumes within the reservoir. Stafford Lake doesn’t have a flood control pool, only an available volume for water supply storage.

NMWD has been monitoring the progress of the Advanced Quantitative Precipitation Information (AQPI)⁵ system development in the region through our partnerships with Sonoma Water as well

³ Top 3 largest dams and owners: Shasta Dam – US Bureau of Reclamation; Oroville Dam - CA Department of Water Resources; Trinity Dam – US Bureau of Reclamation.

⁴ Overall dam safety and the flood control operation of this dam is the responsibility of the US Army Corps of Engineers, not Sonoma Water.

⁵ <https://www.sonomawater.org/aqpi/>

as Marin County. As part of that project, a series of new X-band radars have been installed in the Bay Area and a new C-band radar is planned for a site in Marin County. As the project progresses NMWD will continue to evaluate its role and level of future. It is anticipated, but not fully understood, that AQPI will have a benefit for NMWD in regards to dam safety.

The responsibility to develop engineering criteria or guidance and associated regulations lies with state and federal agencies tasked with dam safety. These agencies have the expertise and funding for those efforts as well as existing partnerships with other state and federal agencies with a scientific mission that allows vetted and verified scientific research to be applied to engineering criteria. The science-based agencies utilize the tools and practices noted in the Report's findings.

The Center for Western Weather and Water Extremes (CW3E) is the preeminent organization involved with the science of atmospheric rivers. NMWD staff have been actively participating in webinars and email updates, including AR forecast products from the CW3E as well as the California-Nevada Drought Early Warning System for the last several years. There are currently only 14 water providers in California that are active members of CW3E's Water Affiliates Group (WAG). See explanations for R1 and R6 below for more information on this topic.

Report Recommendations

R1. By March 15, 2024, MMWD and NMWD should establish a Climate Change and atmospheric rivers working group to consider, and begin to develop, new hazard mitigation actions. These should be based on the current scientific projections regarding atmospheric rivers and other extreme precipitation events.

Response = will not be implemented

Explanation: It is not clear what the benefit of forming such a working group is compared to participating in other existing groups engaged in the same issues. Examples of existing groups include the California Extreme Precipitation Symposium, the CW3E Water Affiliates Group, and the Association of State Dam Safety Officials⁶. In addition, climate change is not only impacting the two main water suppliers in Marin County but also the local cities, the County, other special districts, as well as private or publicly held utility providers. Therefore, if forming a local group is prudent, one with broader participation would likely make more sense and have a better overall benefit to the community. See explanation to R6 below for more information on this topic.

R2. By December 31, 2023, the two water districts should begin work to expand their respective hazard mitigation plans, which should include a new section dedicated to climate change, and a discussion of atmospheric rivers and their accelerating potential threats to dam and reservoir safety.

Response = Recommendation will be implemented in the future

⁶ The NMWD Chief Engineer/Asst GM and the General Manager are both members of the Association of State Dam Safety Officials

Explanation: As noted in F3, NMWD is a participant in the Marin County Multi-jurisdictional Hazard Mitigation Plan (MCMHMP). Marin County is currently leading the effort to update the adopted 2018 MCMHMP for 2023. Based on NMWD's participation in the 2023 update, it is anticipated that climate change impacts will be addressed in that updated plan. In the arena of dam safety, NMWD doesn't believe that a stand-alone climate change category is required for the MCMHMP. Climate change is having an effect on existing natural hazards such as severe weather (which includes atmospheric rivers), therefore recognizing and understanding what the impacts are on those hazards, including recurrence intervals and severity, and how to mitigate their effects, is more critical. The 2023 MCMHMP is likely to have a risk hazard vulnerability assessment that includes a "climate change influence" factor that increases the overall "risk score" for a given hazard.

Independent of the MCMHMP, NMWD engineering staff in coordination with NMWD's dam consultant and ongoing coordination with the Marin County Flood Control & Water Conservation District, is evaluating hydrologic and hydraulic modeling efforts including how best to modify or adjust available hydrometeorological data using downscaled climate model data for California⁷. There is uncertainty in the climate models and developing the appropriate PMP or resulting PMF is challenging.

Timeframe: NMWD anticipates the release of the 2023 MCMHMP will occur prior to December 31, 2023. There is no current firm completion date for new hydrologic and hydraulic modeling and evaluations efforts but the target is fall of 2024.

R3. By January 1, 2026, the water districts (at the time of their next dam inspections, and when their hazard mitigation plans are revised) should provide the public with new information about the updated plans. This information needs to ensure that they effectively consider flood risks in light of the new science, thus ensuring that the public is aware of this.

Response = Recommendation will be implemented in the future

Explanation: When a final draft of the 2023 updated MCMHMP is ready later this year, it will be presented to the NMWD Board of Directors at a public meeting for consideration and discussion. NMWD plans to do other forms of public outreach regarding dam safety in parallel with this plan update. A dam safety factsheet has been developed that provides details on the dam's physical characteristics, the benefits and risks of the dams; useful links about emergency preparedness, as well as flood insurance. This factsheet is included on the NMWD website: https://nmwd.com/wp-content/uploads/2023/07/NMWD_StaffordDam_Safety-FactSheet_7-20-23.pdf

Timeframe: NMWD anticipates the release of the 2023 MCMHMP Update will occur prior to January 1, 2026.

R4. By September 30, 2023, both water districts should update their websites to include links to the inundation and FEMA maps. They should also provide links to the National Flood Insurance Program.

⁷ The dataset is referred to as LOCA version 2 and was developed to inform California's fifth state-wide climate assessment.

Response = Recommendation has been implemented

Summary of Actions: The NMWD website does provide information on the dam and spillway inundation maps: <https://nmwd.com/your-water/novato-water/> (see “dam Inundation Mapping” link). The website links directly to the Department of Water Resources (DWR) Division of Safety of Dams’ (DSOD) inundation mapping portal. NMWD feels this is the most appropriate public user interface for dam inundation mapping and is the repository of the most current “approved” mapping for Stafford Dam.

The website also provides a link to the County of Marin’s Marin Map website which hosts the latest FEMA flood insurance rate maps (FIRMs): <https://nmwd.com/your-water/novato-water/> (see “FEMA Flood Maps” link). NMWD doesn’t have a local or regional flood control mission or purpose and the Stafford Dam only provides a minor flood control purpose. In 1985, NMWD and the Marin County Flood Control & Water Conservation District (MCFC&WCD) entered into an agreement as part of joint project to modify the Stafford Dam spillway to delay the passage of flows downstream⁸. The project, however, doesn’t provide any flood control storage in the lake, which is primarily for water supply.

NMWD has continued to work collaboratively with MCFC&WCD since 1985 including supporting the Marin One Rain stream and rain gage network, and is currently collaborating on hydrologic and hydraulic modeling efforts in Novato Creek. NMWD also participates and coordinates with the City of Novato and the County of Marin emergency response planning and mitigation efforts, including those related to dam inundation⁹.

The FEMA FIRMs don’t integrate dam inundation mapping nor do FIRMs include levee failure inundation mapping. These maps are solely based on creek and overland flooding resulting from hydrologic events and any changes to that approach should be addressed to FEMA directly. NMWD has provided a link to the National Flood Insurance Program (NFIP) on its website: <https://nmwd.com/your-water/novato-water/> (see “Flood Risk Below Dams” link).

R5. By December 31, 2023, dam owners should provide the public with easily accessible information on flood risks, as FEMA and National Flood Insurance may not have entirely incorporated the most recent dam inundation maps.

Response = Recommendation will be implemented

Explanation: See explanation to R4 above regarding inundation mapping and FEMA flood mapping. NMWD plans to do other forms of public outreach regarding dam safety including a dam factsheet with additional information on inundation and flood insurance. NMWD has developed a dam safety factsheet that provides details on the dam’s physical characteristics, the benefits and risks of the dams, as well as useful links about emergency preparedness and flood insurance. The factsheet is modeled after an example provided in the Federal Energy Regulator Commission’s Risk Informed Decision Making (RIDM) Risk Guidelines for Dam Safety Interim Guidance Policy (2016)¹⁰. The NMWD Stafford Dam factsheet is provided on the NMWD website:

⁸ Flood Insurance Study, Marin County, California and Incorporated Areas, Volume 1 of 3, FEMA, August 15, 2017

⁹ Novato EOC Table Top Exercise – Dam Emergency Action Plan Public Safety Workshop, City of Novato, Novato Fire Protection District, North Marin Water District, October 6, 2022.

¹⁰ <https://www.ferc.gov/dam-safety-and-inspections/risk-informed-decision-making-ridm> (see Chapter 4)

https://nmwd.com/wp-content/uploads/2023/07/NMWD_StaffordDam_Safety-FactSheet_7-20-23.pdf

R6. By December 2023, both water districts should begin to explore collaborations with scientific institutions to learn from, expand their toolkit of mitigation strategies, and thus augment the safety of their dams in light of growing risks posed by atmospheric rivers.

Response = Recommendation will be implemented

Explanation: The Center for Western Weather and Water Extremes (CW3E) is the preeminent organization involved with the science of atmospheric rivers. As stated above, NMWD staff have been actively participating in webinars and email updates from the CW3E as well as the California-Nevada Drought Early Warning System for the last few years. There are only 14 water providers in California that are active members of CW3E's Water Affiliates Group (WAG). However, NMWD will explore a future collaboration with CW3E's WAG, likely in a joint effort with other Marin County organizations including MMWD.

As a water contractor with Sonoma Water, NMWD closely follows various programs and legislative efforts led by Sonoma Water that relate to extreme weather forecasting and response including; at the state level, AB 30 (Atmospheric Rivers: Research: and Reservoir Operations, as amended)¹¹ and AB 277 Extreme Weather Forecast and Threat Intelligence Integration Center; as well as the federal level with Sub-seasonal to Seasonal (S2S) Forecasting funding for NOAA's US Weather Research Program.

Timeframe: NMWD anticipates that exploring collaborations with scientific institutions, in partnership with other Marin agencies, will occur by December 31, 2023.

¹¹ NMWD provided formal support for this legislation: <https://nmwd.com/wp-content/uploads/2023/03/030723.pdf> (see item #7)

11

DRAFT MINUTES OF TECHNICAL ADVISORY COMMITTEE
Utilities Field Operations Training Center
35 Stony Point Road, Santa Rosa, CA
December 4, 2023

ITEM #11

Attendees: Dan Herrera, City of Petaluma
Amanda Hudson, Valley of The Moon Water District
Jennifer Burke, City of Santa Rosa
Peter Martin, City of Santa Rosa
Tony Williams, North Marin Water District
Pam Jeane, Sonoma County Water Agency (SCWA)
Grant Davis, SCWA
Craig Scott, City of Cotati
Matt Wargula, City of Sonoma
Mike Berger, City of Sonoma
Christina Goulart, Town of Windsor
Emily Sanborn, City of Rohnert Park
Lucy Croix, Marin Municipal Water District
Michelle Montoya, City of Santa Rosa

Staff/Alternates: Andrea Rodriguez, SCWA
Don Seymour, SCWA
Paul Piazza, SCWA
Brad Sherwood, SCWA
Jake Spaulding, SCWA
Ann DuBay, SCWA
Lynne Rosselli, SCWA
Claire Nordlie, City of Santa Rosa

Public: Dick Dowd

1. Check In
Jennifer Burke, TAC Chair, called the meeting to order at 9:06 a.m.
2. Public Comment
No public comment.
3. Water Supply Conditions and Temporary Urgency Change Order
Don Seymour, SCWA, presented.
No major changes currently, as there has not been a large amount of rain, so reservoirs have not refilled. However, both reservoirs are still in good shape with Lake Mendocino just under 60,000 acre-ft and Lake Sonoma is just over 218,000 acre-ft. PG&E continues to operate Potter Valley under the FERC order variance until Lake Pillsbury exceeds 36,000 acre-ft. Currently, Lake Pillsbury is around 29,000 to 30,000 acre-ft.
SCWA filed the new temporary urgency change petition in October and has been working with National Marine Fisheries Service (NMFS), the Regional Water Quality Control Board, and California Fish and Wildlife on support letters for the petitions. NMFS and California Fish and Wildlife did submit support letters with pre-negotiated terms. SCWA has been working closely with state board staff on some of their concerns and questions based on the new storage thresholds for Lake Mendocino. Hoping the Temporary Urgency Change Order will be issued prior to January 1, 2024.
No public comment.
4. Sonoma Marin Saving Water Partnership
 - a. 2023 Water Production Relative to 2013 Benchmark

Jennifer Burke, TAC Chair, presented.

October 2023 water usage compared to October 2013, shows a 24% water savings for the partnership. Water usage to date 2023 compared to 2013 shows a 27% reduction in use. Even with the increase in population, the gallons per capita per day are down.

b. Water Use Efficiency Messaging

Andrea Rodriguez, SCWA, presented.

SCWA is using December and January to plan for Spring, so no updates at this time.

No public comment.

5. Biological Opinion Status Update

Pam Jeane, SCWA, presented.

Fish Flow Project - No changes.

Dry Creek Habitat - Identical to last month. Construction on reach 4C will winterize the site, which has already begun. Work will be finished in 2024. Looking for further extension on Phase 6 due to issues with access.

Fish Monitoring – As of November 21, there were 1925 Chinook seen at the camera at Mirabel, 162 Coho, and just a few Steelhead. Expect to see a few more fish after November 21, due to rain and manual breach at estuary.

Biological Assessment for New Biological Opinion – Waiting for consultation to formally start. Discussion with NMFS about information they would like to see before the consultation is formally started.

Jennifer Burke, Santa Rosa Water, asked how long the consultation will take once the formal process begins.

Pam Jeane, SCWA, said they have a certain number of days in order to produce the Biological Opinion. Believes this is part of why they have not formally accepted consultation. Estimated it will take 6 months to complete, based on last time.

Jennifer Burke, Santa Rosa Water, asked if this will be a 15-year term.

Pam Jeane, SCWA, said it will likely be for a 10-year term.

No public comment.

6. Potter Valley Project Update

Pam Jeane, SCWA, presented.

PG&E released the initial draft license surrender application and preliminary decommissioning plan for the Potter Valley Project on November 17. A public comment period is open until December 22. The draft final license surrender application is scheduled to be released in June 2024. The finalized application package is due at the end of January 2025. The initial draft document is on PG&E's website, along with instructions on how to submit comments.

The initial proposal for the new Eel-Russian facility included 3 parties, but now it includes 7 parties. The proposal included two options for fish passage, a roughened channel option and a manual pump diversion option.

Jennifer Burke, Santa Rosa Water, asked if Sonoma Water has specific comments that they would like the contractors to submit to PG&E and, if they do, please let everyone know.

Pam Jeane, SCWA, said a draft of SCWA's comments will be done by end of day today and that comments will be brief and mainly focused on inconsistencies and corrections on maps.

Jennifer Burke, Santa Rosa Water, asked for an update on the regional entity formation for the new Eel-Russian facility.

Pam Jeane, SCWA, said on November 30, Mendocino County Inland Water and Power Commission took the JPA to their Board of Directors. The JPA was approved with one small caveat. The Round Valley Indian Tribes has also approved the JPA. SCWA is scheduled to take it to the County of Sonoma Board of Supervisors and Sonoma Water Board of Directors tomorrow.

Jennifer Burke, Santa Rosa Water, asked if that was all the members of the JPA or if the number will increase over time.

Pam Jeane, SCWA, said it may increase over time, but that there was no time to negotiate with the other parties before submittal.

Jennifer Burke, Santa Rosa Water, asked in terms of the make-up of the JPA, are Sonoma County, Sonoma Water, Mendocino County Inland Water and Power Commission, and the Round Valley Indian Tribes the four agencies that will have Board Members and asked when they will meet.

Pam Jeane, SCWA, confirmed that those are the four agencies, however, Round Valley Indian Tribes will have a voting Board member but are not a signatory to the JPA. The first meeting will be January and not sure when and where the Board will meet but it will be a Brown Act body.

No public comment.

7. Russian River Water Forum Update

Grant Davis, SCWA, presented.

Next meeting will be on December 7, and has Zoom option but would encourage everyone to be there in person. PG&E has said they will have someone monitoring the discussion at the Forum meeting but will not be available for questions. The Forum is low on funds, so for efficiency purposes, the meetings will be more informational and will probably be limited to two more meetings, possibly a third.

No public comment.

8. Items for Next Agenda (TAC Meeting, January 8, 2024)

Reminder to provide updates if your agencies WAC or TAC member has changed.

No public comment.

9. Check Out

Jennifer Burke, TAC Chair, adjourned the meeting at 9:33 a.m.

12

DISBURSEMENTS - DATED JANUARY 11, 2024

Date Prepared 1/8/24


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:


Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 12/31/23	\$180,283.17
90663*	Internal Revenue Service	Federal & FICA Taxes PPE 12/31/23	77,742.88
90664*	State of California	State Taxes & SDI PPE 12/31/23	17,283.22
90665*	CalPERS	Pension Contribution PPE 12/31/23	45,606.08
90662*	CalPERS	January Insurance Premium (Employer \$54,689, Retirees \$12,548 & Employees \$7,587)	74,824.30
1	Alpha Analytical Labs	Lab Testing	340.00
2	Asbury Environmental Services	Used Oil Disposal	428.12
3	AT&T	Leased Lines	399.20
4	Automation Direct	Programmable Logic Controller, Terminals & Fuses for Tank Site	894.04
5	Bigard, Derek	Novato "Water Smart Landscaping Efficiency" Program	200.00
6	Bold & Polisner	November Legal Fees-General (\$11,003) & NMWD Potter Valley FERC (\$517)	11,520.00
7	Charles Custom Welding	Remove & Replace Anode Holders @ Stafford Lake	7,800.00
8	Comcast	January Phones Services (Wood Hollow, Buck Institute, Yard & STP)	1,519.05
9	Comcast	January Internet Services (999 Rush Creek Pl.)	1,567.93
10	DataTree	December Subscription to Parcel Data Info	100.00
11	Dell Computers	Replacement PC's (4), Laptop (Blue) & Mounting Brackets	5,722.60
12	Diesel Direct West	Diesel (501 gal) (\$2,411) & Gasoline (598 gal) (\$2,760)	5,171.38

Seq	Payable To	For	Amount
13	Direct Line Inc	December Telephone Answering Services	219.75
14	Fiserv/Bastogne Inc.	Unable to Locate Account	313.61
15	Fishman Supply Co	Safety Gloves & Lens Wipes	347.30
16	Fisher Scientific	Standards (2) (Lab)	129.06
17	FLW, Inc.	Solenoid Valve (STP)	641.56
18	Grainger	Miscellaneous Maintenance Tools & Supplies for STP Primary Filter Basin Improvement Project (\$1,512)	1,801.52
19	High-Purity Standards	Standards (5) (Lab)	346.33
20	JMB Construction Inc	Hydrant Meter Deposit & Over Payment	798.22
21	Koff & Associates Inc. - A Gallagher Company	Prog Pymt#6: Classification Compensation Survey for Negotiations (Final Invoice)	10,675.00
22	Lincoln Life Employer Serv	Deferred Compensation PPE 12/31/23	10,526.73
23	Marin Landscape Materials	Quick Mix (42 sacks)	405.57
24	McAghon, Andrew	Prog Pymt#21: Lawn Be Gone Mulching Program (Balance Remaining on Contract \$9,177)	495.00
25	Nationwide Retirement Solution	Deferred Compensation PPE 12/31/23	3,998.50
26	Nerland, Margot	Novato "Cash for Grass" Rebate Program	530.00
27	North Marin Auto Parts	Miscellaneous Service Parts	329.88
28	Novato Builders Supply	Concrete (1 yd) & Nails (1 lb)	227.83
29	ODP Business Solutions, LLC	Miscellaneous Office Supplies	60.72
30	Parkinson Accounting Systems	December Accounting Software Support	195.00
31	Peterson Trucks	Smoke Tests ('09 Peterbilt 335, '07 Int'l 4300, '19 F550, '12 Int'l 4400) & Service Parts ('02 & '12 Int'l 5 Yd Dump Trucks)	735.87
32	Pini Hardware	Miscellaneous Maintenance Tools & Supplies for STP Primary Filter Basin Improvement Project (\$906)	1,350.82
33	Point Reyes Prop Mgmt Assn	January HOA Fees (25 Giacomini Rd)	75.05

Seq	Payable To	For	Amount
34	Recology Sonoma Marin	December Trash Removal	618.51
35	Soiland Co., Inc.	Asphalt Recycling (7 yds)	203.60
36	Steckmest, Lawrence	Novato "Smart Irrigation Controller" Program	129.99
37	Verizon Wireless	December Cellular Charges	1,480.06
38	Verizon Wireless	SCADA & AMI Collectors (\$650)	1,091.74
39	Victory Auto Plaza	Service Parts ('19 Chevy Colorado)	113.97
40	VWR International LLC	Ammonium & Potassium (Lab)	163.44
41	Waste Management	Waste Disposal	296.52
42	Watersavers Irrigation Inc.	Quick Coupling	210.20
43	Zammarchi, Lynda	Novato "Toilet Rebate" Program	250.00
44	ZORO	Cordless Drill	172.52
TOTAL DISBURSEMENTS			<u>\$470,335.84</u>

The foregoing payroll and accounts payable vouchers totaling \$470,335.84 are hereby approved and authorized for payment.


1/9/24
 Auditor-Controller Date


1/9/24
 General Manager Date

NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR DECEMBER 2023
January 16, 2024

1.

Novato Potable Water Prod - RR & STP Combined - in Million Gallons - FYTD

Month	FY23/24	FY22/23	FY21/22	FY20/21	FY19/20	24 vs 23 %
July	218.6	224.5	282.9	341.7	317.7	-3%
August	230.9	235.9	212.4	290.1	287.1	-2%
September	212.4	203.5	214.5	225.6	280.5	4%
October	197.0	191.6	198.5	307.8	286.0	3%
November	145.7	137.43	94.1	201.6	226.3	6%
December	121.6	106.62	137.1	183.0	141.2	-22%
FYTD Total	1,126.2	1,099.5	1,139.5	1,549.7	1,538.8	2.4%

West Marin Potable Water Production - in Million Gallons - FY to Date

Month	FY23/24	FY22/23	FY21/22	FY20/21	FY19/20	24 vs 23 %
July	7.1	6.3	6.0	8.2	8.9	13%
August	7.5	6.8	5.7	9.2	8.4	9%
September	6.7	6.3	5.9	7.9	7.8	6%
October	6.4	5.7	5.1	6.7	7.5	11%
November	5.0	4.6	3.5	5.8	6.7	10%
December	4.2	4.3	4.0	5.1	4.8	-3%
FYTD Total	36.8	34.1	30.2	42.9	44.1	8%

Stafford Treatment Plant Production - in Million Gallons - FY to Date

Month	FY23/24	FY22/23	FY21/22	FY20/21	FY19/20	24 vs 23 %
July	67.0	56.3	67.0	105.8	68.2	19%
August	98.3	67.9	31.3	81.1	103.8	45%
September	112.6	57.8	41.7	16.1	115.0	95%
October	109.4	54.0	28.2	7.7	103.4	102%
November	21.8	30.0	0.0	0.6	102.8	-27%
December	0.0	0.0	0.0	0.0	0.0	-
FYTD Total	409.1	266.0	168.1	211.3	493.0	54%

Recycled Water Production* - in Million Gallons - FY to Date

Month	FY23/24	FY22/23	FY21/22	FY20/21	FY19/20	24 vs 23 %
July	31.0	43.1	42.9	39.0	36.5	-28%
August	34.8	41.6	41.4	43.2	33.3	-16%
September	26.1	29.2	39.6	29.5	29.7	-11%
October	22.4	24.7	18.3	22.8	26.6	-9%
November	3.6	5.1	0.8	10.9	10.8	-29%
December	0.4	0.3	0.3	0.2	0.5	44%
FYTD Total*	118.4	144.0	143.4	145.6	137.5	-18%

*Excludes potable water input to the RW system: FY24 =7.46MG, FY23= 10.8 MG FY22=10 MG; FY21=24.7 MG; FY20=16.7

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2. Regional and Local Water Supply

Lake Sonoma

	Current	2022
Lake Storage*	76,449 MG	31,133 MG
Supply Capacity	92 %	48 %

*Normal capacity =-245,000 AF (79,833.5 MG); deviation storage pool of 264,000 AF (86,025 MG)

Lake Mendocino

	Current	2022
Lake Storage *	20,169 MG	16,714 MG
Supply Capacity	77 %	82 %

*Normal capacity = 70,000-110,000 AF (22,800-35,840MG); flood control pool at 80,000 AF (26,000 MG)

3. Stafford Lake Data

	December Average	December 2023	December 2022
Rainfall this month	5.33 Inches	6.48 Inches	10.36 Inches
Rainfall this FY to date	3.30 Inches	3.28 Inches	12.61 Inches
Lake elevation*	184.0 Feet	182.4 Feet	187.2 Feet
Lake storage**	640 MG	565 MG	812 MG
Supply Capacity	46 %	40 %	58 %

* Spillway elevation is 196.0 feet (NGVD29)

** Lake storage less 390 MG = quantity available for normal delivery

Temperature (in degrees)

	Minimum	Maximum	Average
December 2023 (Novato)	31	68	52
December 2022 (Novato)	26	68	49

4. Number of Services

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November 30	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY24	FY23	Incr %	FY24	FY23	Incr %	FY24	FY23	Incr %	FY24	FY23	Incr %
Total meters installed	21,006	20,950	0.3%	102	102	0.0%	800	800	0.0%	-	-	-
Total meters active	20,856	20,798	0.3%	100	99	1.0%	793	791	0.3%	-	-	-
Active dwelling units	24,096	24,095	0.0%	-	-	-	838	837	0.1%	236	235	0.4%

5. Oceana Marin Monthly Status Report (December)

Description	December 2023	December 2022
Effluent Flow Volume (MG)	0.573	0.644
Irrigation Field Discharge (MG)	0.469	0.000
Treatment Pond Freeboard (ft)	7.0	5.8
Storage Pond Freeboard (ft)	11.5	9.8

6. Safety/Liability

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Industrial Injury with Lost Time				Liability Claims Paid	
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
FY 24 through Dec	1	\$368	1	1	\$7,754 (1)
FY 23 through Dec	152	\$90,752	3	3	\$36,512 (2)
Days since lost time accident through December 31, 2023				166 Days	

(1) Vehicle damage by NMWD valve cap & Claim settlement (planter Driveway repair)

(2) Claim settlement for driveway and concrete repair due to water damage to a property on Bugeia Lane

7. Energy Cost

FYE	December			Fiscal Year-to-Date thru December		
	kWh	¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2024 Stafford TP	25,788	23.6¢	\$196	357,775	23.3¢	\$425
Pumping	83,751	32.8¢	\$917	788,983	33.9¢	\$1,468
Other ¹	26,119	40.0¢	\$348	194,439	39.8¢	\$453
	135,658	32.5¢	\$1,461	1,341,197	31.9¢	\$2,347
2023 Stafford TP	25,996	22.9¢	\$192	326,774	22.2¢	\$394
Pumping	86,272	28.1¢	\$807	764,667	28.2¢	\$1,192
Other ¹	25,728	33.7¢	\$289	206,704	32.3¢	\$369
	137,996	28.1¢	\$1,288	1,298,145	27.3¢	\$1,955
2022 Stafford TP	23,817	22.2¢	\$171	237,773	21.8¢	\$282
Pumping	85,612	27.1¢	\$773	699,983	27.4¢	\$1,053
Other ¹	35,658	28.1¢	\$334	255,101	31.0¢	\$434
	145,087	26.5¢	\$1,278	1,192,857	27.1¢	\$1,769

¹Other includes West Marin Facilities

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8. Water Conservation Update

	Month of December 2023	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	6	40	4,521
Retrofit Certificates Filed	10	41	6,838
Cash for Grass Rebates	1	14	1,077
Washing Machine Rebates	2	28	6,921
Water Smart Home Survey	1	9	3,930

9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	December 2023	December 2022	Fiscal Year to Date 2024	Fiscal Year to Date 2023
PLANNED				
Duration Between 0.5 and 4 hours	2	5	87	57
Duration Between 4 and 12 hours	0	0	0	0
Duration Greater than 12 hours	0	0	0	0
UNPLANNED				
Duration Between 0.5 and 4 hours	0	8	31	108
Duration Between 4 and 12 hours	0	74	82	74
Duration Greater than 12 hours	0	0	0	0
SERVICE LINES REPLACED				
Polybutylene	2	1	36	32
Copper Replaced or Repaired	0	4	23	11

December 2023 Service Disruptions

Planned:

For the month of December, we had 2 planned service disruptions.
Plastic: 2 plastic service leaks on Womack Ct and Eldridge St.

Unplanned:

No unplanned service disruptions for the month of December.

10. Summary of Complaints and Service Orders

Tag Breakdown:						
Total:		92	Consumer:	48	Office:	44
Type		Dec-23		Dec-22	Added Notes	
<u>Billing</u>						
High Bill		2		0		
Total		2		0		
<u>Meter Replacement</u>		7		3		
Total		7		3		
<u>Need Read</u>		9		1		
Total		9		1		
<u>No-Water</u>		2		3		
Total		2		3		
<u>Leak</u>						
Consumer		36		108		
District		5		7		
Total		41		115		
<u>Check Pressure</u>		2		2		
Total		2		2		
<u>Turn Off / On</u>		22		18		
Total		22		18		
<u>Other</u>		7		5		
Total		7		5		
<u>TOTAL FOR MONTH:</u>		92		147		-37%
Bill Adjustments Under Board Policy:						
<u>December 22 vs. December 21</u>						
Dec-23		19		\$5,330		
Dec-22		12		\$1,432		
<u>Fiscal Year vs Prior FY</u>						
FY 23/24		99		\$26,714		
FY 22/23		91		\$22,880		

Customer Service Questionnaire Quarterly Report

Quarter Ending 12/31/2023



NMWD

			Response						Response		
Water Quality			Agree	Neutral	Disagree	Pressure			Agree	Neutral	Disagree
Courteous & Helpful			1	0	0	Courteous & Helpful			0	0	0
Accurate Information			1	0	0	Accurate Information			0	0	0
Prompt Service			1	0	0	Prompt Service			0	0	0
Satisfactorily Resolved			1	0	0	Satisfactorily Resolved			0	0	0
Overall Experience			1	0	0	Overall Experience			0	0	0
			5	0	0				0	0	0
Leak			Agree	Neutral	Disagree	Noisy Pipes			Agree	Neutral	Disagree
Courteous & Helpful			33	1	0	Courteous & Helpful			0	0	0
Accurate Information			30	1	0	Accurate Information			0	0	0
Prompt Service			34	0	0	Prompt Service			0	0	0
Satisfactorily Resolved			29	3	1	Satisfactorily Resolved			0	0	0
Overall Experience			33	1	0	Overall Experience			0	0	0
			159	6	1				0	0	0
Billing			Agree	Neutral	Disagree	Other			Agree	Neutral	Disagree
Courteous & Helpful			2	0	0	Courteous & Helpful			7	1	0
Accurate Information			2	0	0	Accurate Information			8	0	0
Prompt Service			2	0	0	Prompt Service			8	0	0
Satisfactorily Resolved			2	0	0	Satisfactorily Resolved			8	0	0
Overall Experience			2	0	0	Overall Experience			8	0	0
			10	0	0				39	1	0
						Grand Total			213	7	1
									96%	3%	0%
						Questionnaires Sent Out			96	100%	
						Questionnaires Returned			45	47%	

Customer Service Questionnaire Quarterly Report	
Quarter Ending : 12/31/23	
Customer Comments	Issues NMWD Should Address In The Future
PRESSURE	
BILLING	
Travis was on time, pleasant and did what he could to check for a leak. None was found & he explained clearly that he would document the call. Travis is a credit to NMWD!	1. Stop building hundreds & thousands of houses when we cant supply normal amounts of water to current residents. & 2. Investigate: Desalination, Deepen Stafford and Add new Reservoir.
Rich Roberto came out personally and was a big help. Very nice guy.	
LEAK	
Good	
Really appreciate the personal service. Thank you!	
Unfortunatley my problem is still a work in progress but I definitley appreated the help and suggestions I was given by Daryl your service worker.	
Service was prompt & effective.	
Process was great, Thanks!	
We appreciate the website that alerts us to an issue before it became a huge issue.	High pressure caused issues, we know of 3 other neighbors who have had the same issues as well.
To say the service and attention was great was fast is an understatement!! It felt like within minutes someone was there to check the leak!	
Very helpful & Courteous.	
Answering service and weekend staff "Sam" were quick, helpful and on top of it!	
The technician was competent and very quick.	
Thank you for your service.	
Thank you for your services as always, Mr. Richard.	
Leak was deteced and fixed by my gardener. Water rep was helpful.	
Thank you!	
Thank you for the promptness and coming to my home to check the water meter.	
Very kind gentleman. Very helpful and knowledgeble. My neighbor told me to call and they came to my home. Now I have a plumber working on my issue.	
Rich was great. He gave me several suggestions to find my leak in our leak in the sprinkler system.	
Rich was a great help.	
Rep was friendly, knowledgeable and efficient.	
We appreciated thjat we had a leak in the front of our house it was addressed. A crew of several workers spent a good park of the day taking care of the issue. Much appreciated.	
Darrell was helpful and courteous. A pleasure to deal with and very knowledgeable.	
Great service, Darrell was excellent.	
They worked with me to schedule an appointment and the gentleman who came was extremly helpful. I learned some tips and tricks and we isolated the leak. Very helpful. I love the website information and staff.	
Excellent service. Tech was sent out immediately and was able to identify the leak on our water meter and our irrigation timers.	
OTHER	
The service rep was knowledgeable and courteous and has suggestions that were helpful.	
I just called to ask about my water shut off box in front of my house. I mentioned it sunk into the ground and within a week the box was replaced and the area was cleaned up! Very attentive staff!	
I would like to extend my thanks and appreciation once again to Rich Roberto. He listened to my concerns and was very patient in explaining how to resolve my issues.	
Thank you!	
Very cooperative with what we needed.	
My experience with the Lab was very positive	
Right on time for my appointment and they were courteous, efficient and answered my questions quickly.	
My service rep was very professional & helpful. I would highly reccoment him for any service call.	



MEMORANDUM

To: Board of Directors

January 16, 2024

From: Julie Blue, Auditor-Controller *JB*
Nancy Williamson, Accounting Supervisor *NW*

Subj: Auditor-Controller's Monthly Report of Investments for November 2023
t:\acl\word\invest\24\investment report 1023.doc

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$36,582,289 and a market value of \$36,284,978. During November the cash balance increased by \$296,777. The market value of securities held increased \$281,716 during the month. The total unrestricted cash balance at month end was \$3,399,380 and 96.8% of the Target Reserves are funded.

At November 30, 2023, 61% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 17% in Time Certificates of Deposit, 16% in a Treasury Bill, 3% in the Marin County Treasury, and 3% retained locally for operating purposes. The weighted average maturity of the portfolio was 66 days, compared to 77 days at the end of October. The LAIF interest rate for the month was 3.84%, compared to 3.67% the previous month. The weighted average Portfolio rate was 4.74%, compared to 4.62% for the prior month.

Investment Transactions for the month of November are listed below:

11/1/2023	US Bank	LAIF	\$500,000.00	Trsf to LAIF account
11/10/2023	Dannemora Federal CU	US Bank	\$249,000.00	CD Maturity
11/13/2023	US Bank	LAIF	\$600,000.00	Trsf to LAIF account
11/21/2023	Greenwood Credit Union	US Bank	\$248,000.00	CD Maturity

ATTACHMENTS:

1. Monthly Report of Investments – November 2023

NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
November 30, 2023

Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	11/30/2023 Market Value	Yield ²	% of Portfolio
State of CA Treasury	AA-	Various	Open	\$22,318,274	\$22,012,686	3.84% ³	61%
<i>Certificate of Deposit</i>							
Enerbank	n/a	9/25/20	9/25/24	249,000	249,000	0.45%	1%
BMW Bank	n/a	8/20/21	2/20/24	249,000	249,000	0.45%	1%
Goldman Sachs Bank	n/a	1/19/22	1/19/24	249,000	249,000	0.75%	1%
Ally Bank	n/a	2/24/22	2/23/24	248,000	248,000	1.30%	1%
Greenstate Credit Union	n/a	3/15/22	3/15/24	249,000	249,000	1.60%	1%
Capital One Bank	n/a	4/7/22	4/8/24	247,000	247,000	2.20%	1%
Capital One Bank, N.A.	n/a	4/20/22	4/22/24	247,000	247,000	2.35%	1%
American Express Natl Bank	n/a	5/4/22	5/6/24	246,000	246,000	2.60%	1%
BMO Harris Bank	n/a	6/10/22	6/10/24	246,000	246,000	2.80%	1%
GE Credit Union	n/a	6/29/22	6/28/24	249,000	249,000	3.25%	1%
Beal Bank	n/a	7/13/22	7/10/24	246,000	246,000	3.05%	1%
Synchrony Bank	n/a	8/5/22	8/5/24	245,000	245,000	3.30%	1%
Discover Bank	n/a	9/13/22	9/13/24	245,000	245,000	3.40%	1%
Sharonview Credit Union	n/a	10/17/22	10/17/24	249,000	249,000	4.35%	1%
Popular Bank	n/a	11/9/22	11/7/24	247,000	247,000	4.75%	1%
Alabama Credit Union	n/a	11/22/22	11/22/24	248,000	248,000	4.90%	1%
Community West Credit Union	n/a	12/19/22	12/19/24	249,000	249,000	4.78%	1%
Connexus Credit Union	n/a	12/20/22	12/20/23	248,000	248,000	5.00%	1%
Austin Telco Fed Credit Union	n/a	1/27/23	1/27/25	248,000	248,000	4.90%	1%
First Tech Fed Credit Union	n/a	2/17/23	2/18/25	249,000	249,000	4.85%	1%
Keybank National Assoc	n/a	3/15/23	3/17/25	243,000	243,000	5.00%	1%
Morgan Stanley Bnk NA	n/a	4/6/23	4/7/25	244,000	244,000	4.90%	1%
Morgan Stanley Private Bnk	n/a	4/6/23	4/7/25	244,000	244,000	4.90%	1%
Raiz Federal Credit Union	n/a	5/11/23	5/12/25	248,000	248,000	4.85%	1%
Hughes Federal Credit Union	n/a	6/29/23	6/30/25	248,000	248,000	5.25%	1%
				\$6,180,000	\$6,180,000	3.43%	17%
<i>Treasury Bills</i>							
Treasury Bill	n/a	10/19/23	3/21/24	\$5,999,186	\$6,007,461	5.42%	16%
Marin Co Treasury	AAA	Various	Open	\$1,073,443	\$1,073,443	0.88%	3%
Various	n/a	Various	Open	1,011,387	1,011,387	0.09%	3%
TOTAL IN PORTFOLIO				\$36,582,289	\$36,284,978	4.74%	100%

Weighted Average Maturity = **66 Days**

¹ State of California Local Agency Investment Fund.

² Certificate of Deposit.

³ Treasury Notes with maturity of 5 years or less.

STP State Revolving Fund Loan Reserve.

Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan

Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

Original cost less repayment of principal and amortization of premium or discount.

Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

Earnings are calculated daily - this represents the average yield for the month ending November 30, 2023.

<i>Interest Bearing Loans</i>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,041,634	1.00%
Marin Municipal Water - AEEP	7/1/14	7/1/32	\$3,600,000	\$1,620,203	2.71%
Employee Housing Loan (1)	3/30/15	3/30/30	250,000	250,000	Contingent
TOTAL INTEREST BEARING LOANS			\$5,115,295	\$2,911,837	

The District has the ability to meet the next six months of cash flow requirements.

T:\accountants\financials\stmtfy24\finfy241123.xlsx|stmt of net position



MEMORANDUM

To: Board of Directors

Date: January 16, 2024

From: Julie Blue, Auditor/Controller *JB*

Subject: Increase in Board of Director's Compensation

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RECOMMENDED ACTION: None – Information Only

FINANCIAL IMPACT: \$1,000 Annually

In accordance with Board Policy 13 and Ordinance No. 27, relating to Director's Compensation, the amount will be escalated annually on each January 1st based upon the change in the San Francisco Bay Area Consumer Price Index (CPI) for the prior 12-month period, but by no greater than 5% per year, pursuant to California Water Code section 20200 et seq. The change in the SF Bay Area CPI in 2023 was 2.6%. Therefore, effective January 1, 2024, each director shall receive compensation of two hundred and seventy-six dollars (\$276) per day ⁽¹⁾ for each day's attendance at meetings of the Board, or for each day's service rendered as a director with prior approval of the Board.

Director's compensation for the five-member Board is budgeted at \$46,000 annually, which includes payroll taxes. A 2.6% increase will add approximately \$1,000 in cost to the District annually.

ATTACHMENTS: None

1. *This is a maximum daily limit. If a Board member attends two meetings in one day the compensation is capped at reimbursement for only one meeting with a maximum of six days reimbursed in a calendar month.*



MEMORANDUM

To: Board of Directors

Date: January 16, 2024

From: Julie Blue, Auditor/Controller *JB*

Subject: Annual Report on Board Compensation

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RECOMMENDED ACTION: None – Information Only

FINANCIAL IMPACT: \$37,747 Expense – Calendar Year 2023

To comply with the requirements of Assembly Bill No. 2040 and Assembly Bill 1234, the District prepares a yearly report of the annual compensation and expense reimbursements paid to each Board member. This report is a summary of compensation and expense reimbursements paid in calendar year 2023. Assembly Bill No. 2040 requires special districts to annually report, and post on its website, the annual compensation of its elected officials. Assembly Bill No. 1234 requires special districts to disclose the reimbursements made to its elected officials. There were no expense reimbursements made to the Board of Directors in calendar year 2023. Within this memo, compensation is categorized in the following manner:

1. Regular and Special Board Meetings
2. Advisory Committees, Councils, and Forums:
 - a. North Bay Water Reuse Authority
 - b. North Bay Watershed Association
 - c. Sonoma County Water Agency (SCWA)–Water Advisory/Technical Advisory Committee
3. Ad-hoc Committee Meetings – Drought Ad-hoc Committee, Water Management Ad-hoc Committee & West Marin Services Ad-hoc Committee

The following compensation and reimbursements meet the guidelines established by District policy and have been paid to the individual Board members.

	Compensation Type	Jack Baker	Ken Eichstadt	Rick Fraites	Michael Joly	Stephen Petterle
	Meeting Attendance:					
1	Regular/Special Board Meetings	\$ 5,879	\$ 5,367	\$ 6,417	\$ 6,417	\$ 6,417
2	Advisory Committees and Councils	\$ 1,883	\$ -	\$ 2,677	\$ -	\$ -
3	Adhoc Committee Meetings	\$ -	\$ 269	\$ 269	\$ 1,076	\$ 1,076
4	Total	\$ 7,762	\$ 5,636	\$ 9,363	\$ 7,493	\$ 7,493

ATTACHMENTS: None

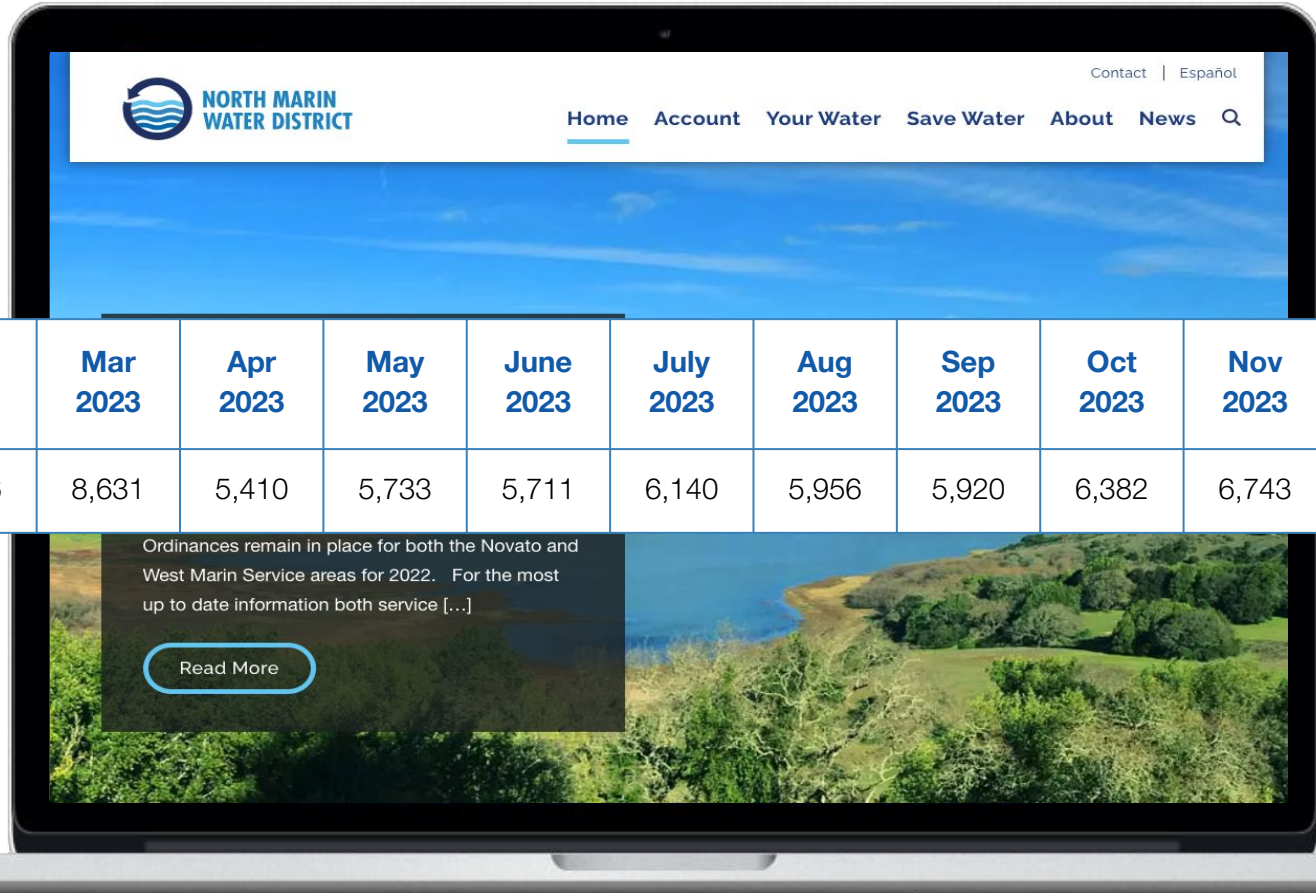


**NORTH MARIN
WATER DISTRICT**




Web & Social Media Report

December 2023

Website Statistics



Social Media Followers

	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Oct-2023	Nov-2023	Dec-2023
 Facebook Followers	2,202	2,243	2,300	2,322	2,363	2,390	2,416	2,436	2,454	2,471	2,502
 X (Twitter) Followers	112	113	120	121	122	122	122	123	124	125	128
 Instagram Followers	759	774	794	808	822	835	841	844	859	860	869



NMWD Most Visited Pages

Pages	Views
Home	3,109
Online Billing	2,239
Weather & Production Statistics	1,059
My Water Usage (WaterSmart Portal)	668
What Is An Acre Foot?	213
Contact	154
Meetings 2023	140
Novato Water	119
Update Account Info	107

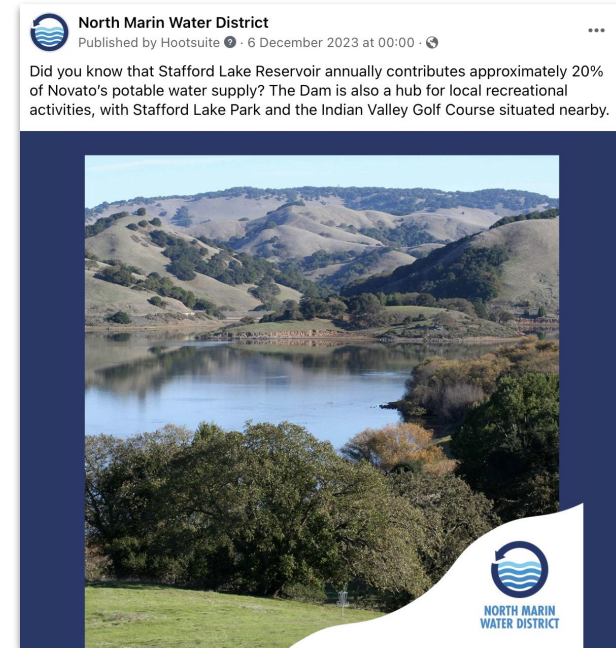




December Social Media Highlights | Facebook



87 people reached | 1 engagements



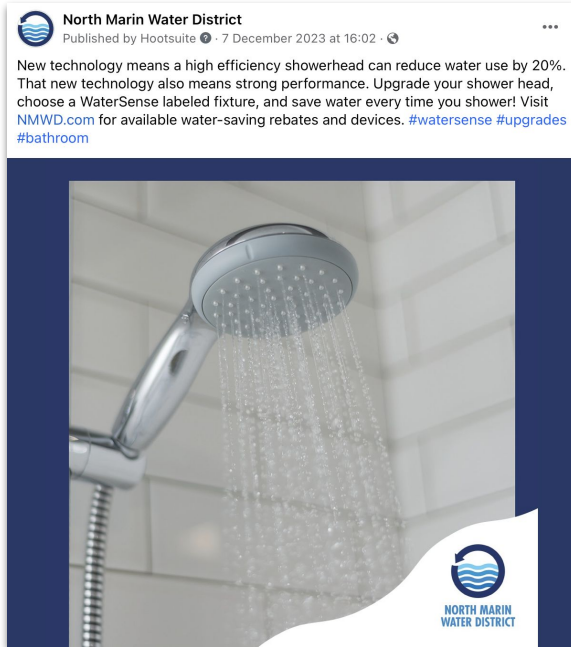
456 people reached | 21 engagements

Engagements include likes, reactions, clicks and comments

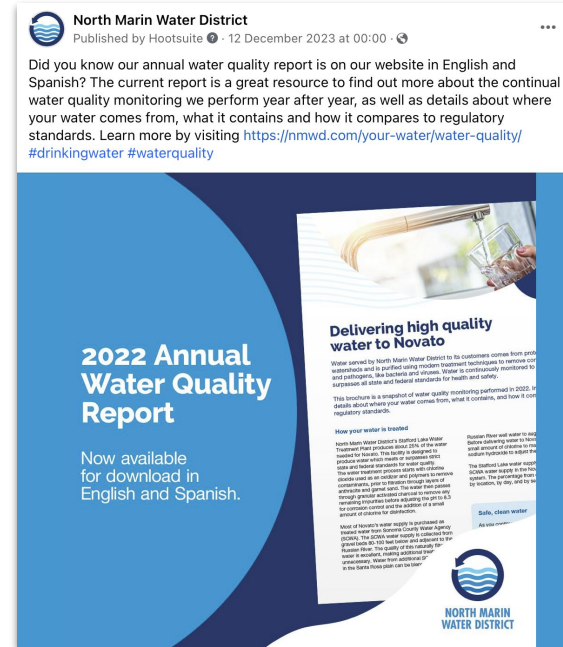




December Social Media Highlights | Facebook



264 people reached | 19 engagements



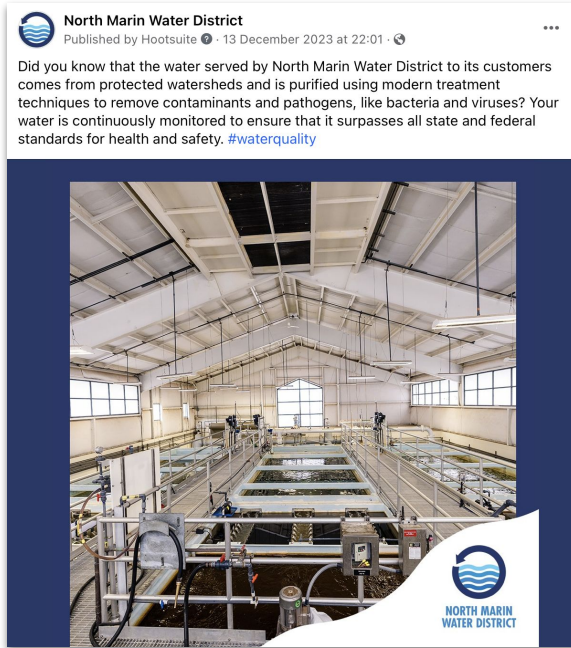
160 people reached | 5 engagements

Engagements include likes, reactions, clicks and comments





December Social Media Highlights | Facebook



154 people reached | 3 engagements



143 people reached | 8 engagements

Engagements include likes, reactions, clicks and comments





December Social Media Highlights | Facebook



343 people reached | 27 engagements



251 people reached | 9 engagements

Engagements include likes, reactions, clicks and comments





December Social Media Highlights | Facebook



134 people reached | 1 engagements



262 people reached | 21 engagements

Engagements include likes, reactions, clicks and comments





December Social Media Highlights | Facebook



247 people reached | 10 engagements

Engagements include likes, reactions, clicks and comments





December Social Media Highlights | X (Twitter)



North Marin Water District @NorthMarinWater · Dec 2, 2023

Customers are welcome and encouraged to attend North Marin Water District's board meeting next Tuesday. See the agenda here:

nmwd.com/meetings

Board of Directors Meeting

Tuesday, December 5th
4:00pm



North Marin Water District @NorthMarinWater · Dec 6, 2023

Did you know that Stafford Lake Reservoir annually contributes approximately 20% of Novato's potable water supply? The Dam is also a hub for local recreational activities, with Stafford Lake Park and the Indian Valley Golf Course situated nearby.





December Social Media Highlights | X (Twitter)



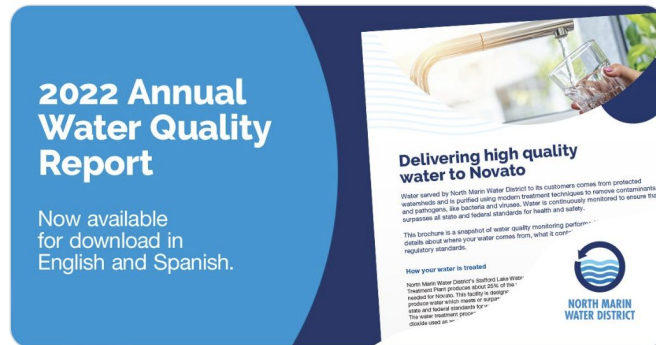
North Marin Water District @NorthMarinWater · Dec 7, 2023 ...

New technology means a high efficiency showerhead can reduce water use by 20%. Upgrade your shower head, choose a WaterSense labeled fixture, and save water every time you shower! Visit [NMWD.com](https://nmwd.com) for available water-saving rebates and devices. [#upgrades](#) [#bathroom](#)



North Marin Water District @NorthMarinWater · Dec 12, 2023 ...

Did you know our annual water quality report is on our website in English and Spanish? The report is a great resource to find out about the continual water quality monitoring we perform year after year. Learn more by visiting nmwd.com/your-water/wat.. [#drinkingwater](#) [#waterquality](#)





December Social Media Highlights | X (Twitter)



North Marin Water District @NorthMarinWater · Dec 13, 2023 ...

The water served by NMWD to its customers comes from protected watersheds and is purified using modern treatment techniques to remove contaminants and pathogens. Your water is continuously monitored to ensure that it surpasses all standards for health and safety. [#waterquality](#)



North Marin Water District @NorthMarinWater · Dec 16, 2023 ...

Customers are welcome and encouraged to attend North Marin Water District's board meeting next Tuesday. See the agenda here:

nmwd.com/meetings

Board of Directors Meeting

Tuesday, December 19th
4:00pm





December Social Media Highlights | X (Twitter)



North Marin Water District @NorthMarinWater · Dec 17, 2023 ...

Today we are celebrating Matthew Williamson, a Utility Worker II for the North Marin Water District. Thank you for five years of service, Matthew! [#waterindustry](#) [#waterprofessionals](#) [#5year](#)



North Marin Water District @NorthMarinWater · Dec 19, 2023 ...

Preparing for family and friends coming over this holiday season? Did you know that using a broom, instead of a power washer, to clean outdoor areas can save 6 gallons every minute? Visit [NMWD.com](https://nmwd.com) for more tips that can help your household conserve water. [#tips](#)





December Social Media Highlights | X (Twitter)



North Marin Water District @NorthMarinWater · Dec 20, 2023 ...

Every few years the LHMP is updated. The plan establishes projects focused on reducing the impacts of natural hazards like sea level rise, wildfires, floods, and more. Let us know your feedback:

Emergency.MarinCounty.org/pages/mitigati...

Marin County Local Hazard Mitigation Plan 2023

We need your feedback! The purpose is to assess the risk of natural hazards and propose projects to reduce impacts in our neighborhoods.

Review the projects and provide feedback at
[Emergency.MarinCounty.org /pages/mitigation](https://Emergency.MarinCounty.org/pages/mitigation)



North Marin Water District @NorthMarinWater · Dec 24, 2023 ...

Happy Holidays from all of us at North Marin Water District. We hope your holidays are filled with joy and laughter through the New Year!





December Social Media Highlights | X (Twitter)





December Social Media Highlights | Instagram



1 like

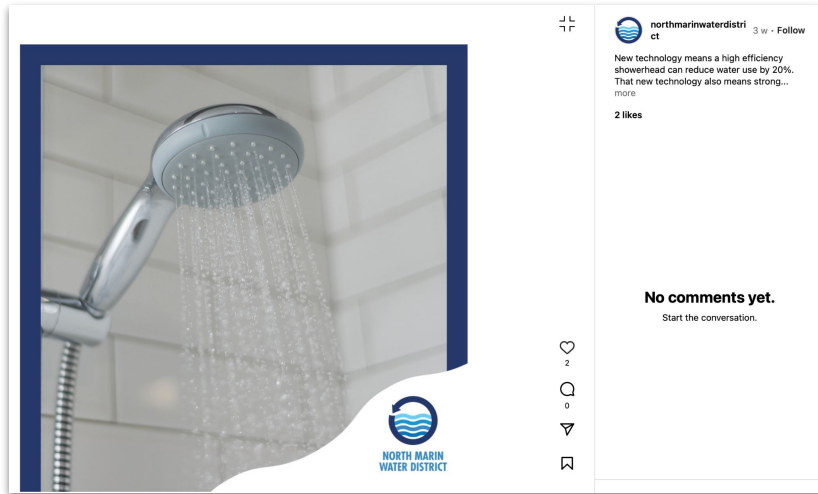


8 likes

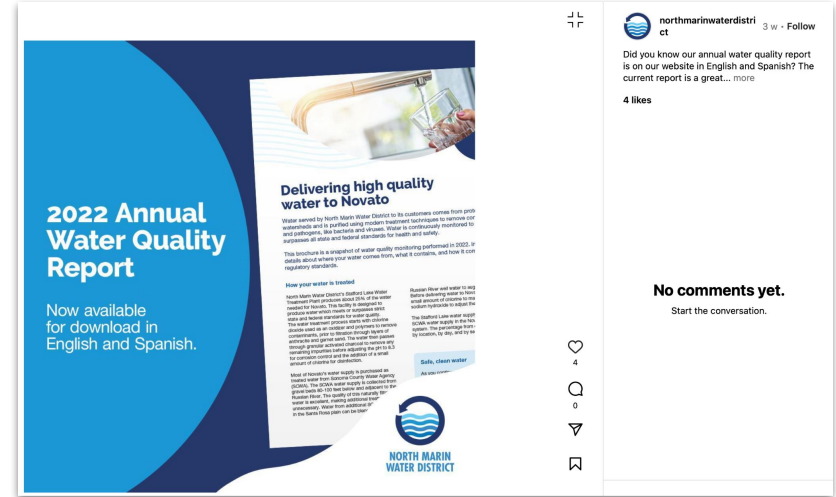




December Social Media Highlights | Instagram



2 likes

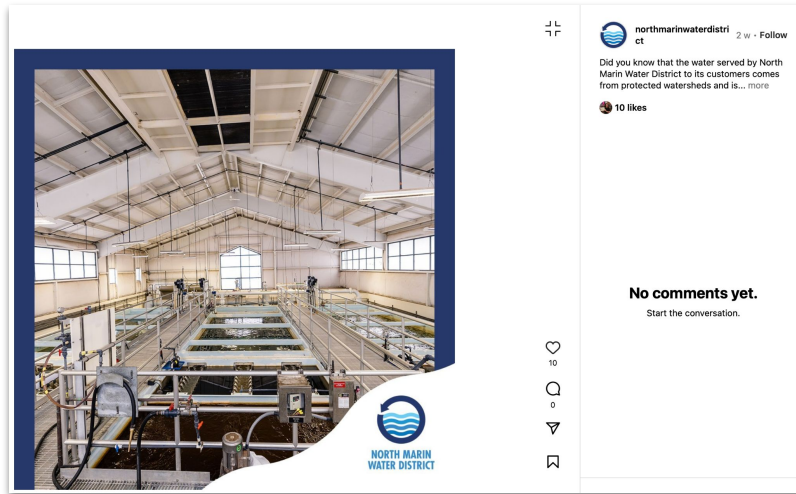


4 likes

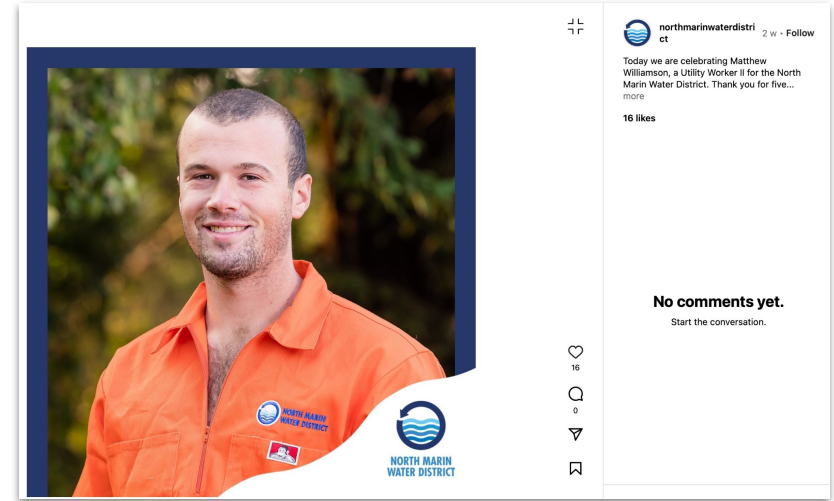




December Social Media Highlights | Instagram



10 likes



16 likes

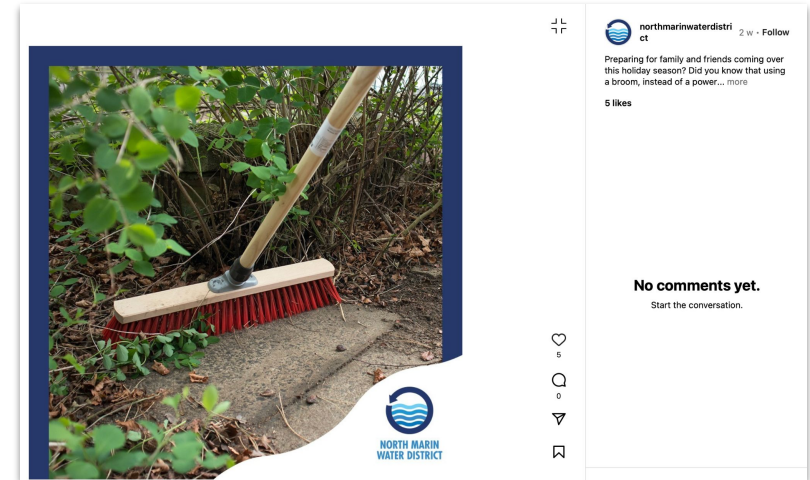




December Social Media Highlights | Instagram



2 likes

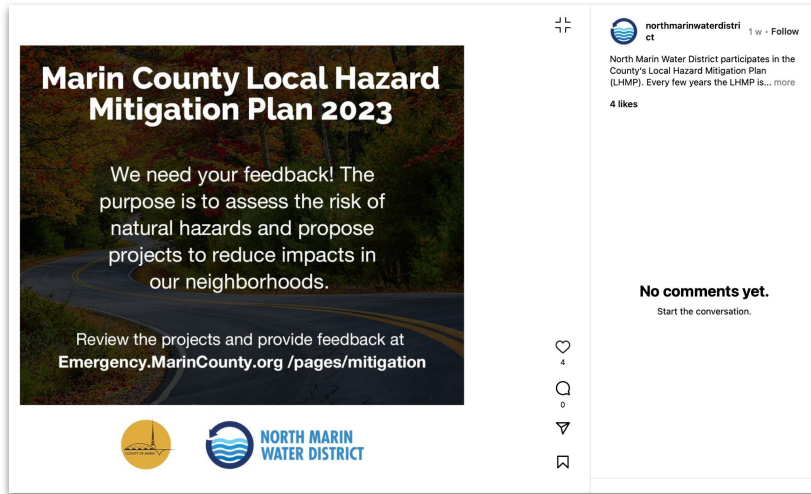


5 likes

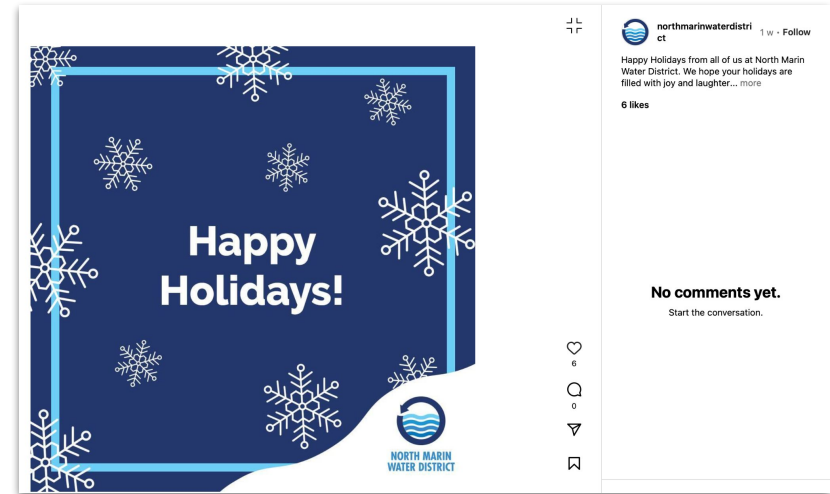




December Social Media Highlights | Instagram



4 likes

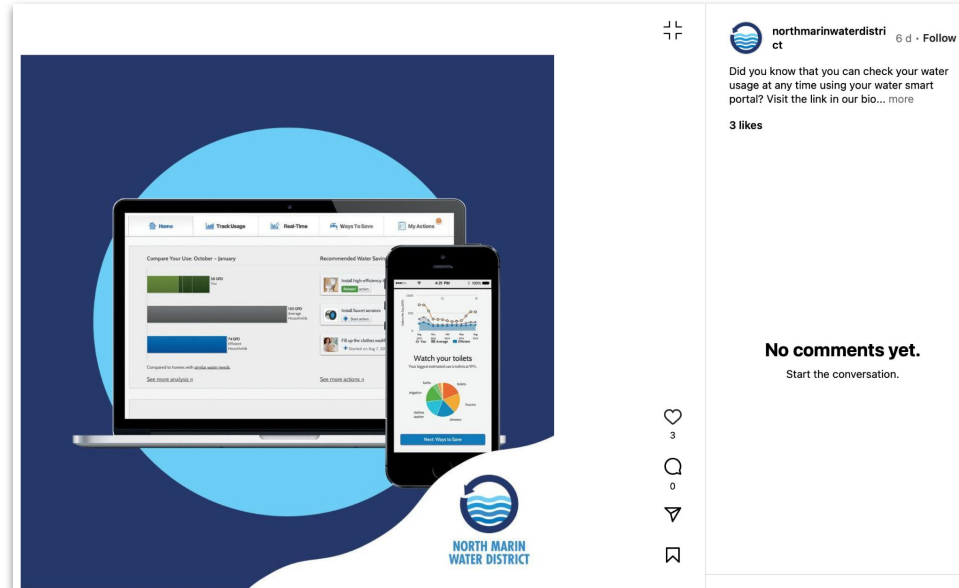


6 likes





December Social Media Highlights | Instagram



3 likes



Customer Survey Results

- Kiosk created a presentation summarizing and analyzing the customer survey results

Open Text Comment Analysis - Improvement Areas

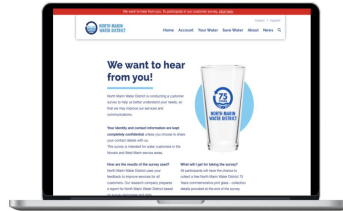
Are there specific aspects of our services that you would like to see improved?

Residential or Business Customer

Question: Are you a residential or a business customer?

Summary

- The online survey was live 10/11/23 through 11/30/23.
- Survey questions focused on service satisfaction, water use and conservation, rebates and incentives, and looking to the future.
- NMWD offered a free branded pint glass for anyone that completed the survey to incentivize completion.
- After duplicates were removed, there were 808 complete survey responses.

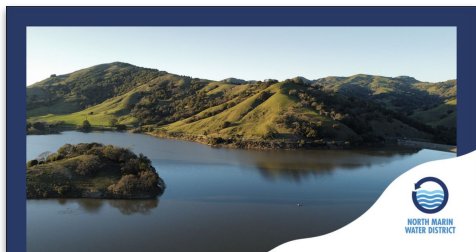


Residential - 801

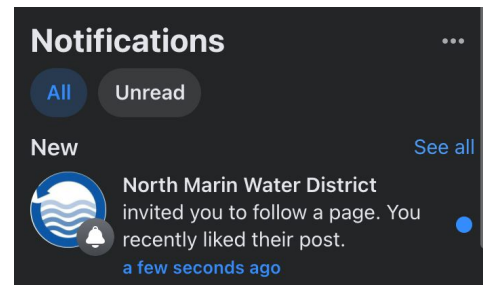
Business - 7



Facebook Likes Campaign - December Report



We are running an evergreen ad which encourages customers in the NMWD service areas to 'like' (follow) the NMWD Facebook page.




Spend in December 2023	Reach (Number of people who saw the ad)	Impressions	Results (New Page Likes)	Cost Per New Page Like
\$46.48	3,072	5,895	27	\$1.72

*This month, we were able to reach over **3,072** people with the Likes Campaign*



What's Next?

- Kiosk is working on the Center for Western Weather and Water Extremes Water Affiliates Group News Story
 - Kiosk is working on publishing the redesigned and digitized Rebate Application forms
 - Social posts will continue highlighting employees on their work anniversaries and available rebates
 - Kiosk continues to work with staff to get photos of construction and maintenance projects throughout Novato and West Marin
- 



Thank You