



# **Unrepresented Unit Compensation Plan**

Salary Rates and Employment Benefits  
7/1/2022 – 6/30/2025

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## **Section 1. Scope of Unit**

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Those regular employees employed in the classifications contained in Exhibit A to this Resolution shall be included in the Unrepresented Unit.

## **Section 2. Monthly Salary Ranges**

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Effective on July 1, 2022, the District will implement salary adjustments per the market survey and/or internal alignments identified by the District for all employees in the unit who are employed by the District on the effective date of the adjustment. After the market adjustments are made, the District will further revise the salary schedule to provide for a 3% general salary increase. These adjustments and the resulting top step rate for each classification is shown on Exhibit A.

All unit members employed by the District when the transition to bi-weekly payroll is completed will receive a \$1,500 lump sum payment at time of completion of the transition to bi-weekly payroll (October of 2022).

Effective on the first full pay period following July 1, 2023 – 3% general salary increase for all positions.

Effective on the first full pay period following July 1, 2024 – 5% general salary increase for all positions.

In converting a monthly salary to an hourly rate, the monthly salary will be multiplied by twelve (12) and then divided by 2,080 hours.

## **Section 3. Additional Pays and Allowances**

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### **A. Temporary Upgrade Pay**

Any employee specifically assigned on a temporary basis of one (1) workday or longer by the General Manager or their designee to a higher-level position, which is vacated by an incumbent for any reason, shall be entitled to receive temporary upgrade pay.

An employee assigned temporary upgrade work shall be paid for work performed in the temporary upgrade assignment at a rate equal to the salary step of the higher classification which represents at least a five percent (5%) increase in the salary step held by the employee in their regular position assignment. In no event shall an employee be paid at a rate which is in excess of the maximum rate of the classification to which the employee is temporarily assigned.

Should it become necessary to continue a temporary upgrade assignment beyond thirty consecutive (30) days, the District will determine if other individuals are interested in the assignment and consider those individuals. If there are others qualified and interested, a temporary assignment shall not continue beyond thirty (30) days unless it is determined that making a change would be detrimental to the District's operations. If there is more than one

employee qualified and interested in an out of class assignment, then employees shall be offered such assignments on a rotating seniority basis.

**B. Out of Class Assignments (Backfill of a Vacancy)**

Out of class assignment pay is available to an employee who is appointed by the General Manager or designee to “work out of class” in a higher level, vacant, budgeted and approved position for which the District is recruiting to backfill. (See Gov. Code 20480.) Out of class assignments are for minimum period of one week. To be “working out of class” the person appointed must be performing all of the significant duties of the higher classification.

The out of class appointment must be reflected in a Personnel Action Form which identifies the employee’s regular classification, the classification for the temporary out of class assignment, the estimated duration of the assignment, and the reason for the assignment. The out of class assignment shall be for the duration of the vacancy, except that an out of class assignment shall not exceed 960 hours in the fiscal year.

An employee assigned to work out of class shall have their salary rate adjusted for the duration of the temporary assignment to be equal to the salary step of the higher classification which represents at least a five percent (5%) increase in the salary step held by the employee in their regular position assignment. In no event shall an employee receive out of class pay at a rate which is in excess of the maximum rate applicable to the classification to which the employee is assigned on an out-of-class basis.

**Section 4. Group Insurance Benefits.**

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**A. Employee Medical Insurance Benefits**

Full-time regular employees in the Unrepresented Unit will be eligible to receive a District contribution towards medical insurance premiums as follows:

	July 1, 2022	Beginning Feb 1, 2023	Beginning Feb 1, 2024	Beginning Feb 1, 2025
EE Only	\$802.34	\$868.13	\$939.32	\$1,016.34
EE + 1	\$1,604.68	\$1,736.26	\$1,878.64	\$2,032.69
EE + Family	\$2,270.64	\$2,456.83	\$2,658.29	\$2,876.27

Any premium contribution required to participate in District offered medical insurance benefits in excess of the amounts set forth below shall be the sole responsibility of the employee.

An employee may elect to decline medical coverage through the District if the employee can demonstrate that they have medical coverage through some other source (e.g., covered under a spouse’s plan). If an employee declines health care coverage, the District will provide the employee with a monthly contribution to the employee's deferred compensation account in an amount equal to 20% of the contribution associated with the participation level for which the employee was eligible but declined, rounded up or down to the nearest dollar (\$1).

Employees who are eligible for two-party or family coverage may elect to participate in District plans at a reduced level (e.g., a person otherwise eligible for two-party coverage may elect single party coverage). In the event an employee elects reduced coverage, the District will provide the employee with a monthly contribution to the employee's deferred compensation account in an amount equal to 20% of the difference in contributions between the participation level for which the employee was eligible and the participation level selected by the employee, rounded up to the nearest dollar (\$1).

Any contributions provided towards employee deferred compensation plans shall not exceed and be in conformance with all statutory requirements. If the total contributions made to an employee's deferred compensation plan reach any statutory maximums, the District shall have no obligation to make any excess contribution or otherwise provide an equivalent benefit to the employee.

Part-time regular employees in the Unrepresented Unit will be eligible for pro-rated contributions based on their full-time equivalency.

#### **B. Dental Insurance Benefits**

The District shall provide and pay the full premium for all full-time employees who elect to participate in the Delta Dental plan offered by the District.

Part-time regular employees in the Unrepresented Unit will be eligible for pro-rated contributions based on their full-time equivalency.

#### **C. Vision Insurance Benefits**

Through December 31, 2022, the District shall provide a vision care benefit for full-time employees and their dependents, not to exceed Three Hundred Seventy-Five Dollars (\$375) annual reimbursement for frames, prescription lenses or corrective eye surgery. Allotment can be carried forward for a two (2) year maximum of Seven Hundred Dollars (\$750), except that no allotment shall carryforward beyond December 31, 2022.

Beginning January 1, 2023, the District shall provide and pay the full premium or administrative costs for any full-time regular employee who elects to participate in either the District sponsored VSP Vision Plan or the District sponsored Direct Reimbursement Plan.

Part-time regular employees in the Unrepresented Unit will be eligible for pro-rated contributions based on their full-time equivalency.

#### **D. Life Insurance**

The District will pay one hundred percent (100%) of the premium for \$75,000 in group life insurance coverage for employees.

Part-time regular employees in the Unrepresented Unit will be eligible for pro-rated contributions based on their full-time equivalency.

#### **E. Workers' Compensation Benefits**

The District provides workers' compensation insurance benefits, which are available to all employees who have a qualifying workplace injury.

Full-time regular employees who are on a leave of absence due to a workers' compensation injury are eligible to receive up to ninety (90) days of supplemental compensation from the District. The amount of this supplemental compensation will be equal to the difference between eighty-five percent (85%) of the employee's regular gross salary, less any workers' compensation disability benefits. Part-time employees are not eligible for this supplemental benefit.

All employees on an approved leave of absence may use any accrued sick leave, vacation, or compensatory time off to supplement any workers' compensation or other benefits received, except that in no event may the total of any leave used and other benefits received exceed 100% of the employee's regular salary.

#### **F. Long-Term Disability**

The District shall provide and pay the full premium for all full-time and part-time regular employees to participate in a long-term disability insurance plan that provides for wage replacement benefits at the rate of sixty-six and two-thirds percent (66.667%) of the employee's gross wages, up to a maximum of \$5,000 per month, coordinated with other applicable wage replacement programs.

#### **G. Employee Assistance Program**

The District shall provide an Employee Assistance Program benefit for employees and their dependents.

### **Section 5. Retirement.**

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#### **A. Pension Benefits**

Employees will be eligible to participate in CalPERS pension plans in accordance with the requirements of applicable law, including the Public Employees Retirement Law (PERL) and the Public Employees' Pension Reform Act (PEPRA).

Employees who qualify as "classic" miscellaneous members of CalPERS may be eligible to participate in either the 2.5% @ 55 or 2% @ 60 pension plan, based on their date of hire and in accordance with the PERL and PEPRA. Employees are responsible for paying any employee contribution (8% employee contribution for those in the 2.5% @ 55 plan; 7% employee contribution for those in the 2% @ 60 plan).

Employees who qualify as "new" miscellaneous members of CalPERS may be eligible to participate in the 2% at 62 pension plan. For "new" miscellaneous members, the employee and the District shall each contribute the employee and employer contribution rates as set annually by CalPERS.

#### **B. Retiree Medical Coverage**

Regular full-time employees are eligible to receive retiree medical benefits based on their date of hire and length of full-time service as follows:

1. For employees hired prior to July 1, 2007:

The District shall continue payment for the appropriate type of medical and hospitalization plan (e.g., single (retiree) or two party (retiree and spouse)) for employees who: (1) have worked for the District in a full-time capacity for at least eleven (11) years; (2) retire from District service; and (3) begin receiving retirement pay from PERS immediately upon leaving the District based on the following schedule:

Four (4) months coverage for every full year of District service after ten (10) years (e.g., after eleven (11) full years of service — four (4) months coverage; twelve (12) full years of service - eight (8) months coverage, etc.)

If the employee had at least nineteen (19) years of full-time service with the District upon retirement, then the retired employee and their spouse may elect to continue coverage under the District Group Medical and Hospitalization Plan at the District's expense for the life of the employee.

Coverage will be based on the Kaiser rate. Retirees who are members of a plan exceeding the cost of the Kaiser plan must arrange to have payment of the excess cost to the Business Department by the 10th day of the month preceding coverage. District paid coverage will cease with the death of the employee. When retiree and/or spouse becomes eligible for Medicare (age 65), the District will pay only the premium charged for the employee and/or spouse with parts A & B Medicare coverage.

If a retiree should move out of the service area of their HMO plan, they have the option of either:

1. Changing to the District PPO plan and paying the excess cost, or
2. Purchasing their own private medical insurance and, upon proof of coverage, receiving reimbursement from the District. If the cost of the private insurance is less than the benefit would have been received under the District's plan, reimbursement will only be for the cost of the premium. If the cost of the private insurance is more, the retiree will be reimbursed only up to the amount the District would have paid if they participated in District Kaiser plan.

Retired District employees and their spouses, whether or not eligible for District payment of the medical/hospitalization plan as set forth above, may elect to continue their participation under the District's group medical and hospitalization plans, as well as any dental and vision insurance plan at the employee's or the employee's surviving spouse's own expense after eligibility for District payment of premiums has been exhausted.

Employees who exercised a one-time election in 2008 to choose the Medical After Retirement Account (MARA), currently referred to as the PEHP (Post Employment Health Plan), became ineligible for the retiree medical benefits described above.

2. For employees hired July 1, 2007 or thereafter:

Employees hired on July 1, 2007, or thereafter, shall only be eligible to receive a District contribution towards a Medical After Retirement Account (MARA), currently referred to as the PEHP (Post Employment Health Plan) program. Currently, the District contributes 2.62% of an employee's base monthly salary towards the PEHP. Beginning January 1, 2023, the District contribution will increase to 3% of the employee's base monthly salary.

## **Section 6. Hours of Work**

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### **A. Work Schedules**

The District's regular business hours are between 8:00 am and 5:00 pm, Monday through Friday. In addition, the District operates parks and recreation programs that may occur outside of regular business hours (e.g., during the evenings and on weekends).

The Head or designee of each department shall prepare a schedule showing the hours of work for each employee in that department. Except under unforeseeable circumstances, the Head of each department shall make every reasonable effort to assure that no employee shall have more than one change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees shall be given five (5) calendar days' notice of any change in shift schedule.

Unless on an approved alternative work schedule, full-time employees in the Seniors Unit shall have a normal workday of eight (8) hours per day for five (5) consecutive days per week. Alternate work schedules may be established by mutual agreement between the employee and the Department Head or designee. Alternate work schedules are not an entitlement on an employee's part and will only be enacted on a case by case basis if it is determined to be in the best interests of both parties. Employees are expected to be in attendance during assigned hours and shall not absent themselves during working hours for any reason without prior approval of their supervisor. An employee request for an alternate work schedule shall be in writing and shall include the proposed work schedule and the reason for the schedule change. The request shall be submitted to the employee's Department Head. If the Department Head denies the request, a reason for the denial shall be provided.

### **B. Meal and Rest Breaks**

Each full-time employee shall be granted a rest period of fifteen (15) minutes twice per day, with one rest period to be granted in each half of the employee's shift. Rest periods are not to be scheduled during the first or last hour of an employee's shift. Rest periods may not be used to extend any meal period, to leave work early or to arrive at work late. No wage deduction shall be made nor time off charged to any employee taking authorized rest period, nor shall any right or overtime be accrued for rest periods not taken. There is no obligation upon the District to provide facilities for refreshments during the rest periods, or for procurement thereof.

Full-time employees will be provided with an unpaid meal period of at least thirty (30) minutes. This meal period may be as long as sixty (60) minutes with the agreement of the employee's supervisor. Meal periods should be scheduled at and taken about the mid-point of the employee's workday. Meal periods may not be used to leave work early or arrive at work late.

### **C. Clean-Up Time**



Employees whose work causes their person or clothing to become soiled shall leave their workstation in a reasonable time to wash up and check in by the end of their scheduled shift.

## **Section 7. Overtime**

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### **A. Authorization to Work Overtime**

It is the policy of the District that overtime work is kept to a minimum and shall be authorized and approved in advance by the Department Head or designee. Overtime eligible employees are not permitted to work overtime except as authorized and approved in advance. Working overtime without advance approval is grounds for disciplinary action.

### **B. Overtime Defined**

Overtime shall be as defined as all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. For an employee on an alternative work schedule, overtime shall be defined as all hours worked in excess of the employee's regularly scheduled hours for the day (e.g., for an employee on a 4/10 alternative work schedule, overtime will apply for hours worked in excess of 10 in the day). For purposes of calculating "hours worked" under this provision, the District will include holiday hours and paid time off. Overtime will be paid at 1.5 times the employee's hourly rate.

Employees who are classified as "exempt" under the FLSA shall not be eligible to receive overtime compensation.

### **C. Compensatory Time Off (CTO)**

Overtime compensation shall be in pay unless the employee requests to accrue CTO, which will accrue at the rate of 1.5 hours of CTO for each overtime hour worked. Employees may accrue up to forty (40) hours of CTO. Any overtime hours worked by employees with 40 hours of CTO will be paid out. Any CTO banks in excess of 40 hours will be paid out in July 2022.

## **Section 8. Holidays**

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### **A. Holidays – Generally**

The District observes the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

In addition to the above annual holidays, the District will also consider a holiday to be any day proclaimed by the President or Governor as a day of mourning or celebration pursuant to Section 6700 of the California Government Code.

If a holiday falls on a Saturday, it will be observed by the District on the Friday preceding. If a holiday falls on a Sunday, it shall be observed by the District on the Monday following. To be eligible to receive holiday pay, an employee must be in paid status on the regularly scheduled workday immediately preceding and immediately following the holiday. Employees on an unpaid leave of absence are not eligible for holiday pay.

Full-time regular employees are eligible to receive eight (8) hours of their base rate of pay for each holiday. Part-time regular employees are eligible to receive a pro-rated amount of holiday hours for each holiday based on their full-time equivalency.

### **B. Floating Holidays**

Full-time employees who are in paid status on January 1 of each year will receive twenty-four (24) hours of floating holiday time once a year. Once granted, the number of hours shall remain available for the employee's use during the fiscal year. Floating holiday hours must be used before any vacation time is taken by the employee. Employees requesting to use their floating holiday must receive advance approval from their supervisor by submitting a written request to take time off. If an employee has unused paid floating holiday leave hours remaining at the end of the last pay period that includes any day(s) of the year in which the hours were granted, those unused hours will be cashed out in the first full pay period occurring in January. Any unused floating holiday hours will be cashed out upon separation.

### **C. Winter Holiday**

In addition to the holidays set forth above, the District's administrative offices will be closed during the period between Christmas Day and New Year's Day. Employees will continue to receive their regular salary during the winter holiday. In order to receive pay during the winter holiday, an employee must be eligible to also receive pay for the Christmas and New Year's holidays.

## **Section 9. Vacation**

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### **A. Vacation Accrual**

Regular employees are eligible to earn paid vacation leave. Vacation leave begins accruing upon the employee's date of hire and accrues as an employee performs work. The rate at which an employee accrues vacation is determined by an employee's continuous length of service. Full-time regular employees are eligible to accrue vacation as follows:

<u>Years of Continuous Service</u>	<u>Accrual Rate</u>	<u>Maximum Balance</u>
Date of Hire – Completion of 5 Years	80 hours per year	160 hours

More than 5 years – Completion of 13 Years	120 hours per year	240 hours
More than 13 Years – Completion of 21 Years	160 hours per year	320 hours
More than 21 Years – Completion of 22 Years	168 hours per year	336 hours
More than 22 Years – Completion of 23 Years	176 hours per year	352 hours
More than 23 Years – Completion of 24 Years	184 hours per year	368 hours
More than 24 Years – Completion of 25 Years	192 hours per year	384 hours
More than 25 Years	200 hours per year	400 hours

Part-time regular employees shall accrue vacation on a pro-rata basis based on their full-time equivalency.

At no time may an employee have a total balance of vacation hours in excess of the maximums described above. When an employee reaches the maximum accrual, the employee shall cease earning additional vacation leave until such time that vacation hours are used and the employee's vacation balance falls below the maximum accrual.

**B. Vacation Usage**

Employees may use vacation upon completion of six (6) months of service. The use of vacation leave will be scheduled in advance and approved by the employee's supervisor, except that an employee shall be allowed to use the equivalent of three days of vacation in any calendar year from their vacation allowance as emergency leave.

Vacation leave will not be authorized if it interferes with the operation of the District as determined by the General Manager or designee. Vacation may be used in increments as small as half an hour, except that vacation used for emergency leave purposes must be taken in a minimum increment of at least two (2) hours.

At no time will paid vacation leave be granted if it exceeds the vacation leave time the employee has earned and accumulated in the employee's vacation bank. Paid vacation that has not been accrued will not be approved. Employees will not accrue vacation while in unpaid status.

If a District holiday falls during an authorized vacation day, that day shall not be charged against the employee's vacation leave time. An employee incurring a serious injury or illness which requires the employee to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided that the employee has sufficient sick leave accrued and the period of hospitalization or confinement is certified by a physician's written statement.

Employees who separate employment with the District will receive payment at their base rate of pay for any accrued and unused vacation hours.

### **C. Vacation Cash Out**

Subject to the administrative requirements outlined below, employees may request to cash out a portion of the vacation hours that they expect to accrue in the subsequent year. In order to make an election to cash out a portion of the vacation hours that are expected to accrue in the subsequent year, the employee must, during open enrollment of the calendar year prior to the cash out, submit to the District in writing an irrevocable election setting forth the number of hours requested for cash out, subject to the following limitations:

In order to request a vacation cash out with respect to a subsequent year, the employee must have a vacation balance of at least sixty (60) hours in their vacation leave balance on the last day of the first full payroll period occurring in October of the current year (for example, to cash out a portion of the vacation hours to be accrued in 2023, an employee must have at least 60 hours of accrued vacation in the employee's vacation leave bank on October 21, 2022, as will be reflected on their paycheck dated October 28, 2022.)

Employees may request to cash out hours up to a maximum of either: 1) one-half of the employee's maximum annual accrual rate as of October 1 in the year of the election or 2) one-half of the employee's vacation hours bank balance as of the last day of the first full payroll period occurring in October of the current year in the year of the election, whichever is less. Any election will be for the subsequent year only and will not apply to future years.

If the employee fails to make an irrevocable election by the due date set forth by the District in any given year (to correspond with the annual open enrollment deadline, generally in October or November,) the employee will be deemed to have waived the right to cash out any leave in the subsequent calendar year and will not be allowed to cash out any hours in the subsequent calendar year.

If the employee makes the election to participate in the program and has met all of the requirements outlined above required for participation, in order to participate in the cash out program, the employee further agrees to the following requirements with respect to the District administration of the process:

- a. Due to the irrevocable nature of the election, the hours elected must be cashed out. In order to ensure the hours are available, system limitations require the hours elected to be set aside in a dedicated bank that will no longer be accessible by the employee. Therefore, on or about December 1 but in no event later than December 31 in the year of the election, the District will set aside the number of vacation hours elected by the employee in the subsequent year for cash out purposes in a separate "Cash-out Deposit Hours Bank." Hours set aside to satisfy the employee's irrevocable election will no longer be available for use by the employee (until they are replenished with hours accrued in the cash-out year as described in 3.b. below.) The total number of hours set aside in the Cash-out Deposit Hours Bank will not be counted as vacation hours when computing the employee's vacation accrual cap or maximum bank value.
- b. Conceptually, beginning on January 1, all hours accrued in the year subsequent to election are being applied to the Cash-out Deposit Hours Bank, and an equal amount of set-aside hours are moving into the vacation hours available for the employee's use. This will continue until the full amount of the Cash-out Deposit Hours Bank has been fully replenished with hours accrued in that year up to the election amount.

- c. Hours set aside in the Cash-out Deposit Hours Bank will only be paid out in cash in the first paycheck in December in the year subsequent to election or upon termination of employment, if earlier. Employees may request to receive one-half of the hours set aside for cash out in July and the second half in December. Any request to split payment for cashed out hours must be made at the time the employee makes the irrevocable election to participate in this program.
- d. The District reserves the right to make any administrative adjustments necessary to this program to ensure compliance with federal Internal Revenue Service (IRS) Regulations regarding the constructive receipt doctrine.

The vacation hours will be cashed out based on the employee's rate of pay at the time of the payout. The vacation payment amount is taxable income, subject to all applicable withholding amounts and payroll deductions.

If the employee does not accrue all requested vacation hours in the calendar year in which the cash out is scheduled to occur, due to an unforeseen leave or other circumstance, the vacation payment amount will be reduced to the total number of vacation hours the employee actually accrues in the calendar year.

## **Section 10. Sick Leave.**

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Full-time regular employees will accrue sick leave at the rate of eight (8) hours for each full month of continuous service, without limit. Employees are not entitled to accrue sick leave while on an unpaid leave of absence. Unless otherwise provided by law, part-time regular employees will accrue sick leave on a pro-rated basis according to their full-time equivalency.

Employees may use accrued sick leave for any of the following purposes:

- For the employee's own illness, injury or medical condition;
- For the purpose of providing care or assistance to a spouse, registered domestic partner, child, parent, legal guardian or ward, sibling, grandparent, or grandchild who has an illness, injury, medical condition, need for medical diagnosis or treatment or other medical condition (up to a maximum of 72 hours per year).
- By an employee who is a victim of domestic violence, sexual assault or stalking for absences due to: seeking medical attention or treatment; psychological counseling; obtaining services from a domestic violence shelter, program or rape crisis center; safety planning; or seeking judicial relief arising from domestic violence, sexual assault, or stalking.

To be eligible to receive paid sick leave, employees must provide reasonable advance notice of a pre-scheduled or foreseeable absence. When an employee has an unforeseeable need to use sick leave, the employee must provide notice as soon as possible. Non-exempt employees will be paid at their regular rate of pay for sick leave hours used. Exempt employees will be paid for sick leave hours used as the rate that applies to other paid time off hours. An employee may be required to provide verification to support the use of sick leave, as allowed by law.

Deductions from sick leave balances will be made in accordance with District policy. Non-exempt employees will not receive compensation for absences due to illness or injury once they

use all of their accrued sick leave. Exempt employees who exhaust their sick leave and continue to be absent for reasons of injury or illness will have deductions made from their salary for full day absences only, unless their absences have been designated as intermittent leave under the Family Medical Leave Act (“FMLA”). In cases of FMLA intermittent leave, the deductions from an exempt employee’s salary will be made consistent with the FMLA’s requirements.

Accrued and unused sick leave hours will not be paid out upon separation from employment. Employees who retire from the District (either service or disability retirement) may apply to have any accumulated and unused sick leave hours converted to service credit as provided by the Public Employee’s Retirement Law and the terms of the District’s contract with CalPERS for pension benefits. If an employee separates from District service and returns within one year, up to forty-eight (48) hours of previously accrued and unused hours will be reinstated in the employee’s sick leave bank.

## **Section 11. Leaves of Absences**

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### **A. Bereavement Leave**

In the case of a death in an employee’s immediate family, the employee shall be granted up to five (5) consecutive scheduled workdays off with pay in order to attend the funeral/memorial service, or to take care of family affairs related to the immediate family member’s death. Employees who need to be absent for more than five (5) days may be permitted to use vacation hours for approved absences. For purposes of this benefit, “immediate family member” means an employee’s current spouse, current registered domestic partner; child, parent, sibling, grandparent, or grandchild, whether by blood or marriage (e.g., in-law and step relationships). The employee’s supervisor may approve the use of accrued vacation time to extend the leave. An employee may be required to provide proof to support an employee’s receipt of this benefit.

### **B. Jury Duty or Witness Leave**

A leave of absence with pay will be granted to all regular full-time employees required to report for jury duty or appear in court in response to a subpoena, provided the employee remits to the District all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

If an employee is required to report to jury duty within three (3) hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday but shall report directly to jury duty. If an employee is released from jury duty with at least one-half of their workday remaining, the employee is required to report to work to complete their regularly scheduled workday. Employees who fail to comply with these reporting requirements will not be eligible to receive pay for time spent performing jury duty.

### **C. Administrative Leave**

Full-time regular employees in the Unrepresented Unit who are exempt from overtime under the Fair Labor Standards Act will receive forty (40) hours of Administrative Leave per calendar year. Administrative Leave hours are granted on the first regular business day of the calendar year. If an individual is hired or promoted to an exempt position within the Unrepresented Unit, the employee

will receive ten (10) hours of Administrative Leave for every full quarter remaining in the calendar year in which they are promoted or appointed to the position.

An exempt employee who demonstrates extraordinary effort in fulfilling job duties may receive an additional allotment of up to forty (40) hours of Administrative Leave in a calendar year. Any award of additional Administrative Leave hours is at the sole discretion of the employee's immediate supervisor. Any decision to grant additional Administrative Leave hours must be submitted by January 31.

Employees requesting to use administrative leave must receive advance approval by submitting a written request to take time off. If an employee has unused Administrative Leave hours remaining at the end of the last pay period that includes any day(s) of the year in which the hours were granted, those unused hours will be cashed out in the first full pay period occurring in January. Any unused administrative leave hours will be cashed out upon separation from employment.

## **Section 12. Miscellaneous**

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### **A. Tuition Reimbursement**

The District will provide regular full-time employees with up to \$6,000 in reimbursement for tuition costs and books each fiscal year. To qualify for reimbursement, the must earn a 3.0 grade in the course for which reimbursement is sought.

### **B. Professional Development**

The District encourages employees in the Unrepresented Unit to seek out courses and other training mediums that will enhance their career development and that are in line with the District's mission. Professional development can be obtained through attendance at seminars, conferences, or webinars. Each employee may receive up to \$1,500 in reimbursement per fiscal year (July 1 through June 30) to attend those conferences, seminars and webinars which are intended to assist with the employee's professional development. Employees requesting reimbursement should submit requests to attend a professional development opportunity to their Department Head in advance. The request must include information about the professional development opportunity, the costs, and date(s) and time of the program, and the name of the institution or source of training.

## **Section 13. Effective Date.**

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This resolution shall become effective on July 1, 2022 upon adoption by the Board of Directors, on which date it shall supersede any memorandum of understanding related to wages and benefits for any classification discussed in this resolution. The compensation and benefits included herein are intended to remain in effect through 6/30/2025.

## Exhibit A

Hayward Area Recreation and Park District  
**Classification Listing and 7/1/2022 Pay Increase Illustration** (Shown at Range Maximum)  
 Unrepresented Group

Includes Market Adjustment and 3% General Salary Increase

Line	Classification Job Title	Current Range Max	Range Max per Salary Survey	Market Deviation per Salary Survey dated 1/27/22 (A)	Market Deviation per Salary Survey dated 5/6/22 (A)	Final Salary Survey dated 6/22/22 (A)	Market Adjustment Percent Change	General Salary Increase	Effective 7/1/2022		Internal Alignment/Salary Setting Rationale
									Overall Increase	Range Max	
1	Administrative Services Director	16,505	18,123	-9.8%	-9.8%	-9.8%	9.8%	3%	13.1%	18,666	Benchmark; set to market
2	Assistant Director of Capital Planning and Development	14,507	14,554	-0.3%	-0.3%	-0.3%	0.3%	3%	3.3%	14,987	Benchmark; set to market
3	Assistant to the General Manager/Public Information Officer	14,147	14,147	+13.8%	+13.8%	+13.8%	0.0%	3%	3.0%	14,571	Benchmark; set to market; same as current salary
4	Bond Program Administrative Coordinator	8,011	8,496	N/A	N/A	N/A	6.10%	3%	9.3%	8,755	Maintains relationship with Executive Assistant
5	Bond Project Manager	11,465	11,585	-1.0%	-1.0%	-1.0%	1.00%	3%	4.0%	11,927	Benchmark; set to market
6	Capital Planning & Development Director	16,505	18,123	-9.8%	-9.8%	-9.8%	9.8%	3%	13.1%	18,666	Benchmark; set to market
7	Parks and Facilities Maintenance Director	15,011	18,123	N/A	N/A	N/A	20.7%	3%	24.3%	18,666	Same as Capital Planning & Development Director
8	Recreation, Arts and Community Services Director	16,068	18,123	N/A	N/A	N/A	12.8%	3%	16.2%	18,666	Same as Capital Planning & Development Director
9	Senior Bond Project Manager	12,895	13,030	N/A	N/A	N/A	1.00%	3%	4.0%	13,415	Maintain relationship with Bond Project Manager

(A) Market Deviation percentages are reflected as positive when above market median and negative when below market median. N/A is indicated where comparable market data was not available or inaccurate.  
 (B) Proposed Range Max may include a rounding adjustment (up to +/- \$4) to align benchmarked classifications.

**NOTE:** For illustration purposes only at time of adoption. See District's Salary Schedule for full salary range information and any updates beyond 7/1/2022 as contemplated in this compensation plan.





The Board of Directors of  
The Hayward Area Recreation and Park District

**RESOLUTION NO. R-2223-2**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAYWARD AREA RECREATION  
AND PARK DISTRICT ADOPTING A COMPENSATION PLAN FOR EMPLOYEES IN THE  
UNREPRESENTED UNIT**

**WHEREAS**, the Board of Directors of the Hayward Area Recreation and Park District previously adopted a document titled Memorandum of Understanding which set forth the compensation and benefits for employees in the Management Unit;

**WHEREAS**, a Memorandum of Understanding is defined as a document that is jointly prepared by a public agency and an employee organization(s) recognized as representing the employees of that public agency in accordance with the Meyers Milius Brown Act, Government Code § 3500 et seq.;

**WHEREAS**, there is no employee organization representing the employees of the District in those positions assigned to the Management Unit;

**WHEREAS**, employees assigned to the Management Unit are being included in the Unrepresented Unit of employees;

**WHEREAS**, certain unrepresented employees were aligned with other employee units for purposes of compensation and benefits;

**WHEREAS**, the Board of Directors desires to adopt a document which sets forth the compensation and benefits to be provided to District employees who are employed in those positions assigned to the Unrepresented Unit;

**WHEREAS**, these compensation adjustments to the Unrepresented Unit were not fully included in the FY22-23 Adopted Budget assumptions;



**NOW, THEREFORE**, the Board of Directors of the Hayward Area Recreation and Park District hereby 1) adopts the Compensation Plan for the Unrepresented Unit, to become effective on 7/1/2022, and 2) appropriates an additional \$43.3k in the General Fund to cover the additional costs not included in the FY22-23 Adopted Budget.

DATE: July 5, 2022

INTRODUCED BY: Paul W. Hodges JR

AYES: Andrade, Hatcher, Hodges, Pereira and Rosen

NOES: None

ABSTAIN: None

ABSENT: None

CAROL A. PEREIRA

CAROL A. PEREIRA (Jul 13, 2022 09:50 PDT)

Carol A. Pereira, President

Paul W Hodges, Jr

Paul W Hodges, Jr (Jul 11, 2022 09:20 PDT)

Paul W. Hodges, Jr., Secretary