

# **BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT**

## **Memorandum of Understanding Re: Compensation and Benefits Between BCPUD Board of Directors and the Undersigned BCPUD Employees Effective Date: July 1, 2024 - June 30, 2025**

### **1. Employee Benefits:**

Employees who are actively at work and who are regularly scheduled to work 20 hours per week or more are eligible to participate in the following benefits plans and policies in accordance with the terms and conditions of these plans and policies: medical insurance, dental insurance, life insurance, employee assistance program, bereavement leave, sick leave, vacation, holidays, pension plan and deferred compensation plan.

For benefits eligible employees who are regularly scheduled to work 40 hours per week, BCPUD will pay 100% of employee medical insurance premiums and the medical insurance premiums for legal dependents also will be fully paid by BCPUD. For benefits eligible employees who work less than 40 hours per week, BCPUD will pay a pro rata percentage of employee medical insurance premiums and the medical insurance premiums for legal dependents also will be paid on a pro rata basis by BCPUD.

Employees shall continue to be eligible to participate in the above-described benefits plans and policies, as applicable, while on any paid leave of absence; employees on unpaid leave, however, shall be eligible to participate in the above-described benefits plans only in accordance with their terms (and applicable law) or as otherwise approved by the General Manager and/or Board of Directors. If an employee on unpaid leave is not entitled to receive continued paid medical insurance coverage, the employee may continue such coverage at his or her own expense in accordance with applicable law. Employees on unpaid leave do not accrue vacation or sick leave and are not entitled to bereavement leave or holiday pay while on such leave.

At the time this MOU becomes effective, (the "Effective Date"), the monthly cost to the district for medical insurance ranges from \$1835.20 to \$2,550.93.

BCPUD created a Flexible Spending Account ("FSA") program (also known as a Cafeteria Plan) effective January 1, 2013. BCPUD makes a contribution to that program of \$500 for each eligible employee at the beginning of each calendar year. Eligible employees also are allowed to set aside additional pre-tax dollars in their FSA up to a specified maximum each year. These are "use it or lose it" accounts, so any money set aside by BCPUD and not used by the employee by the end of the plan year (December 31) reverts to BCPUD. If an employee is making a contribution to the account in addition to the contribution made by BCPUD, the employee contribution amount is used first when reimbursements are made. Employees may submit qualified expenses up to 90 days after the close of the plan year or such other time as may be established by the FSA program administrator.

BCPUD is a CalPERS member agency. For eligible employees hired prior to January 1, 2013, the monthly cost to the district for the CalPERS pension plan (2%@60) as of the Effective Date is 10.15 % of the combined gross base salaries of all participating employees. For eligible employees hired after January 1, 2013, the monthly cost to the district for the CalPERS pension plan (2%@62) as of the Effective Date is 7.87 % of the combined gross base salaries of all participating employees. In addition to these monthly

costs, the district also pays a monthly “unfunded liability payment” required by CalPERS as a result of pension reform legislation passed by the California Legislature. As of the Effective Date, the unfunded liability is \$6,203.25 per month. Each employee also contributes 7 % (2%@60 plan) or 7.75 % (2%@62 plan) of his/her salary.

As of the Effective Date, the monthly cost to the district for dental insurance ranges from \$65.20 to \$106.12 per employee, depending on the number of legal dependents insured. The dental insurance program requires 100% premium payment by the district for all enrolled employees.

As of the Effective Date, the monthly cost to the district for \$10,000 life insurance for each employee ranges from \$2.70 to \$7.10, depending on the insured's age. The life insurance program requires 100% premium payment by the district for all enrolled employees for the first \$10,000 of coverage. Additional coverage may be obtained at the employee's expense.

As of the Effective Date, the monthly cost to the district for the deferred compensation plan is 3.5% of the combined gross base salaries of participating employees. The district handles payroll deductions and plan payments for employees who choose to enter the plan. Although employees are not obligated to join the plan, they must join *and* contribute regularly to be eligible to receive the 3.5% district contribution.

As of the Effective Date, the monthly cost to the district for the Employee Assistance Program is \$2.48 per eligible employee. The employee assistance program requires 100% premium payment by the district for all enrolled employees.

## **2. Employee Expenses:**

Mandated license, certification and required continuing education fees necessary to obtain up to and including Grade 3 certification (water treatment, wastewater treatment and/or water distribution) and up to and including Grade 2 certification (wastewater collection systems) will be paid on behalf of employees by the district, subject to the prior written approval of the General Manager. Covered expenses include seminar fees, books, travel and per diem expenses, and exam fees.

Any employee who successfully attains a higher grade of state certification in water treatment, wastewater treatment and/or water distribution through and including Grade 3, and any employee who successfully attains a higher grade of state certification in wastewater collection systems through and including Grade 2, is eligible for a 4% pay raise for each such certification attainment (retroactive to the date he or she passed the applicable certification exam).

Any employee who uses a personal vehicle to perform a necessary service for the district will be compensated at the IRS-approved mileage reimbursement rate. As of the Effective Date, the IRS-approved reimbursement rate is 67 cents per mile.

The district will supply three pairs of work clothes and two pairs of steel-toed work boots per year to all full-time field personnel who are regularly scheduled to work 40 hours per week and one pair of coveralls and one pair of steel-toed work boots to all field personnel who are regularly scheduled to work less than 40 hours per week. The district also will supply all field personnel with 1 set of raingear and 1 set of steel-toed rain boots on an “as

needed” basis as determined by the General Manager. Wearing of safety footwear is mandatory for all field personnel.

All employees who are regularly scheduled to work 40 hours per week will be reimbursed in the amount of \$50.00 per month for the use of personal cell phones or have the option to use individual district-provided cell phones.

### **3. Bereavement Leave:**

Five days of bereavement leave per calendar year will be paid to employees who are actively at work and who are regularly scheduled to work 40 hours per week for travel and attendance at funerals of family members to the third degree of consanguinity. This means spouses, domestic partners, children, step-children, parents, siblings, grandparents, grandchildren, aunts, uncles and cousins. If more leave is needed after the exhaustion of the five days of bereavement leave, employees must receive the prior approval for such additional leave from the General Manager; if additional leave is approved, it shall be capped at five additional days of leave and such leave shall be unpaid provided, however, employees have the option of applying their accumulated sick leave to receive pay for the additional approved time off. Bereavement leave is not cumulative or reimbursable.

### **4. Jury Duty Leave:**

Employees who are actively at work, regularly scheduled to work 40 hours per week, and who are ordered to report to Court to respond to a jury summons shall be granted up to eight hours of paid leave for this purpose at their regular rate of pay. Employees must notify the General Manager immediately if they are ordered to respond to a jury summons. To receive paid leave, employees are required to provide a written certification from the Court to the General Manager verifying their response to the summons. Employees may use accrued vacation, personal or compensatory time off, if available, for any additional time taken to respond to a jury summons or serve on a jury.

### **5. Holidays:**

Employees who are actively at work and who are regularly scheduled to work 40 hours per week are eligible to receive twelve paid holidays per calendar year. They are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Veteran's Day, Thanksgiving, Christmas and two floating holidays. Employees who are actively at work and who are regularly scheduled to work less than 40 hours per week are eligible to receive paid holidays on a pro-rata basis, based on the number of hours actually worked. Unless otherwise expressly stated in this MOU, holidays are not considered “hours worked” for the purpose of determining overtime pay/compensatory time-off because employees generally do not work on a paid holiday. However, the shift operator who *does* work on the actual or observed holiday shall receive an additional eight hours of holiday pay.

### **6. Overtime/Compensation Time:**

An employee (other than the General Manager and Assistant General Manager) who works more than 8 hours in a single workday or more than 40 hours in a single workweek is eligible for overtime and may, at his/her option, choose to receive either overtime pay at the rate of one and one-half times the employee's regular hourly rate or compensatory

time off at a rate of one and one-half hours for each hour of overtime worked, up to 12 hours in a single day, and either overtime pay at the rate of two times the employee's regular hourly rate or compensatory time off at a rate of two hours for each overtime hour worked over 12 in a single workday or over 8 hours on a seventh consecutive workday. An employee who chooses to receive compensatory time off in lieu of overtime pay must request such time off in writing. An employee may not accrue more than 80 hours of compensatory time-off; any accumulation of compensatory time off in excess of 80 hours shall be paid to the employee as overtime pay.

All overtime work must be approved in advance by the General Manager or Chief Operator unless the nature of the work is such that, in the reasonable judgment of the employee, the delay caused by seeking the General Manager or Chief Operator's approval would be to the detriment of the district.

#### **7. Standby:**

All field personnel are required as a condition of their employment to perform alternating stand-by duty pursuant to a monthly schedule approved by the General Manager. Each stand-by shift shall be compensated at the rate of \$57.00 per shift. In addition, if an employee on stand-by is required to work outside of his/her regularly scheduled working hours and responds to a worksite, that employee will receive a minimum two (2) hours of pay at his/her regular rate of pay (or at his/her overtime rate of pay or in the form of compensatory time off, if applicable, as described in the next sentence). If responding to a call during a stand-by shift will cause the employee on standby to work in excess of 8 hours in a single workday or in excess of 40 hours in a single workweek, the employee will receive either overtime pay or compensatory time off pursuant to Section 6 of this MOU. Similarly, if an employee who is not on stand-by is called in outside of his/her regularly scheduled working hours to assist at a worksite (which shall occur only in emergencies or when it is not safe for the stand-by employee to work alone), that employee also will receive a minimum two (2) hours of pay at his/her regular rate of pay or at his/her overtime rate of pay or in the form of compensatory time off, if applicable, as described in the preceding sentence. Notwithstanding anything to the contrary in the Holiday policy set forth above, if the stand-by shift falls on a recognized district holiday, it is acknowledged that the stand-by employee must also perform the daily run (and all other such duties as are reasonably required under the circumstances) and he/she therefore will receive payment for an 8-hour day of work at his/her regular rate of pay, a day of holiday pay at his/her regular rate of pay and, if applicable, either overtime pay or compensatory time-off pursuant to Section 6 of this MOU.

#### **8. Sick Leave/Well Pay:**

Employees who are actively at work and who are regularly scheduled to work 40 hours per week accrue sick leave at a rate of 1 day per month, subject to a sick leave accrual maximum of 60 days (with the sole exception of computing length of employee service for CalPERS pension purposes); employees who are actively at work and who are regularly scheduled to work less than 40 hours per week accrue sick leave on a pro-rata basis, based on the number of hours actually worked, subject to the same 60-day accrual maximum (and the CalPERS exception described above). Sick leave is available only in the case of actual illness or injury, or to care for an immediate family member with an actual illness or injury; employees are entitled to use up to one-half of their yearly accrual amount (once accrued) to care for an ill or injured spouse, child, parent or domestic partner. Sick leave is not payable upon termination of employment.

For each month of perfect attendance, .33 day's pay shall accrue to the employee's account, payable at the end of the fiscal year, or upon retirement or termination, depending upon which comes first. Any days of sick leave taken by the employee will be deducted from accrued well pay at the rate of accrual described in the preceding paragraph.

As of January 1, 2021, employees with at least one year of service (or a minimum of 1250 hours worked) may be granted up to 12 weeks (60 days or 480 hours) of unpaid leave in a 12-month period pursuant to the California Family Rights Act for family care responsibilities and for the employee's own serious health condition.

**9. Vacation:**

All office employees (i.e., General Manager, Assistant General Manager and Administrative Assistant) who are actively at work and who are regularly scheduled to work 40 hours per week accrue vacation time off at the following rate:

3 weeks (accrued at a rate of 1.25 days per month) during the first through third years of service, subject to an accrual maximum of 5 weeks;

4 weeks (accrued at a rate of 1.67 days per month) during the fourth and fifth years of service, subject to an accrual maximum of 7 weeks; and

5 weeks (accrued at a rate of 2.08 days per month) after five years of service, subject to an accrual maximum of 9 weeks.

Office employees who are actively at work and who are regularly scheduled to work less than 40 hours per week accrue vacation time off pursuant to the above schedule on a pro-rata basis, based on the number of hours actually worked.

All field personnel (i.e., Chief Operator, Shift Operators) who are actively at work and who are regularly scheduled to work 40 hours per week accrue vacation time off at the following rate:

2 weeks (accrued at a rate of 0.833 days per month), subject to an accrual maximum of 3 weeks.

Employees accrue vacation time off until they reach the applicable accrual maximum; at that time, employees cease to accrue additional vacation time off until they take vacation and their accrual drops below the accrual maximum. All vacation time off must be scheduled in advance and approved in writing by the General Manager. Accrued and unused vacation will be paid at termination of employment, in accordance with applicable law.

**10. Hours and Wages:**

General Manager / Executive Secretary<sup>1</sup> - Woods - 9 AM to 1 PM, plus a minimum of 20 additional hours as set by the employee. \$63.22 per hour during FY 2024-25, plus 3.5% of gross salary contributed by the district to the employee's deferred compensation plan account.

Assistant General Manager – Wood – 9 AM to 5 PM, \$46.35 per hour during FY 2024-25, plus 3.5% of gross salary contributed by the district to the employee's deferred compensation plan account.

Administrative Assistant - VACANT - 9:00 AM to 5:00 PM, \$ [REDACTED] per hour during FY 2024-25, plus 3.5% of gross wages contributed by the district to the employee's deferred compensation plan account.

Chief Operator – Oakander - 7 AM to 3 PM. \$46.83 per hour during FY 2024-25, plus 3.5% of gross wages contributed by the district to the employee's deferred compensation plan account.

Shift Operator – Spalding- 7AM to 3 PM. \$42.35 per hour during FY 2024-25, plus 3.5% of gross wages contributed by the district to the employee's deferred compensation plan account.

Shift Operator – Miller – 7AM to 3 PM. \$32.77 per hour during the FY 2024-25, plus 3.5% of gross wages contributed by the district to the employee's deferred compensation plan account.

Shift Operator – Kahn – 7 AM to 3PM. \$26.17 per hour during the FY 2024-25, plus 3.5% of gross wages contributed by the district to the employee's deferred compensation plan account.

Extra Hire: \$16.00 per hour minimum.

NOTE: The bi-weekly pay voucher will show cumulative totals for all entries.

NOTE: Payday is every other Friday, beginning with the second Friday in July, 2024.

NOTE: Employees electing not to contribute to the deferred compensation plan receive an extra 1.5% of gross pay.

NOTE: The hourly wages specified above for the operators will be revised in accordance with Section 2, above, in the event that an employee attains one or more higher level(s) of state certification during the term of this MOU.

THE WORKWEEK BEGINS AT 12:00 AM EACH MONDAY AND ENDS AT 11:59 PM THE FOLLOWING SUNDAY. THE WORDAY BEGIN EACH DAY AT 12:00 AM AND ENDS EACH DAY AT 11:59 PM.

## **11. Rest Breaks and Meal Periods:**

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<sup>1</sup> Jennifer Blackman, the district's outgoing General Manager, will receive the same hourly wage (and shall continue to participate in all applicable plans and benefits) until the effective date of her retirement; as of the effective date of this MOU, her retirement date is planned to occur on August 16, 2024.



Agreed:

\_\_\_\_\_  
Stewart Oakander, Employee                      Date

\_\_\_\_\_  
Andrew Spalding, Employee                      Date

\_\_\_\_\_  
Blake Miller, Employee                      Date

\_\_\_\_\_  
Evan Kahn, Employee                      Date

\_\_\_\_\_  
Belle Wood, Employee                      Date

\_\_\_\_\_  
Jennifer Blackman, Employee                      Date