

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

Memorandum of Understanding Re:

Compensation and Benefits Between BCPUD Board of Directors and the Undersigned BCPUD Employees

Effective Dates: July 1, 2025 - June 30, 2026

1. ELIGIBILITY TO RECEIVE EMPLOYEE BENEFITS

Eligibility:

Employees who are actively at work and who are regularly scheduled to work 30 hours per week or more are eligible to participate in the following benefit 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.

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.

2. EMPLOYEE BENEFITS PROGRAM

District's Percent Contribution to Medical and Dental Premiums for Employees and their Dependents:

For benefits-eligible employees who are regularly scheduled to work 40 hours per week, BCPUD will pay 100% of medical & dental insurance premiums for the employee and for their spouse and/or legal dependents. For benefits-eligible employees who work less than 40 hours per week, but more than 32 hours, 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.

District's Cost for Medical Benefits:

The District participates in Kaiser North Traditional HMO with Chiropractic, administered by ACWA JPIA. During the Calendar year 2025 the cost of the District's medical plans are:

- Single: \$967.27/mo.
- Single + Spouse: \$1934.54/mo.
- Single + Family: \$2,689.01/mo.

COST: The cost to the District to pay for medical benefits for all its employees in the FY 2025-2026 year is projected to total ~\$196,162.

District's Monthly Contribution to Individual Employee Dental Insurance Plans:

The District participates in Delta Dental PPO, administered by ACWA JPIA. During the Calendar Year 2025 the cost to the District for participatory dental plans are:

- Single: \$33.72/mo.

- Single + Spouse: \$65.20/mo.
- Single + Family: \$106.12/ mo.

COST: The cost to the District to pay for dental benefits for all its employees in the FY 2025-2026 year is projected to total ~\$7,554.

3. EMPLOYEE RETIREMENT PROGRAMS

CalPERS (Pension Program):

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 10.19 % 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 7.96 % 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 % (hired prior to 1/1/13) or 7.75% (hired after 1/1/13) of his/her salary.

COST: The District contribution for CalPERS in the FY 2025-2026 year is projected to total ~\$141,729.

Deferred Compensation:

As of the Effective Date, the monthly cost to the District for the MissionSquare 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. Employees electing not to contribute to the deferred compensation plan receive an extra 1.5% of gross pay.

COST: The District contribution for MissionSquare in the FY 2025-2026 year is projected to total ~\$21,740.

4. MISCELLANEOUS EMPLOYEE BENEFITS

Life Insurance:

As of the Effective Date, the monthly cost to the District for \$10,000 life insurance for each employee ranges from \$2.80 to \$5.50, 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.

COST: The District contribution for Life-Insurance in the FY 2025-2026 year is projected to total ~\$301.

Employee Assistance Program:

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

COST: The District contribution for EAP in the FY 2025-2026 year is projected to total \$208.

Flexible Spending Account:

BCPUD created a Flexible Spending Account (FSA) program effective January 1, 2013. BCPUD contributes \$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 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.

COST: The District contribution for FSA program in the FY 2025-2026 year is projected to total ~\$3,500.

5. MANDATORY BREAKS, OVERTIME WORK & COMPENSATORY TIME-OFF

Mandatory Breaks

All employees are required by the District to take a ten-minute rest break for every four (4) hours worked; accordingly, all employees who work eight (8) hours per workday are required to take two ten-minute rest breaks per workday. Insofar as is practicable, employee rest breaks should be taken in the middle of each work period. These rest breaks are considered to be hours worked and are paid at the employee’s regular rate of pay.

All employees who work more than five (5) hours in a workday are required to take a meal period of 30 minutes. The District and employees acknowledge that the nature of work for the District prevents employees from being entirely relieved of all duty during the meal period; accordingly, meal periods are considered to be “on duty” hours worked and are paid at the employee’s regular rate of pay. By signing this MOU where indicated below, each employee of the District acknowledges his or her agreement with regard to the “on duty” nature of the meal period and further acknowledges that he or she may revoke his or her agreement in this regard, in writing, at any time.

Overtime

Any 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 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.

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.

COST: The District cost due to overtime work in the FY 2025-2026 year directly contributing to employee wages (and not including additional costs to benefits) is projected to total ~\$19,697.00 (This projection is based on last year’s total.)

Compensatory Time -Off

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 (CTO); any accumulation of CTO in excess of 80 hours shall be paid to the employee as overtime pay.

COST: The CTO hours for all employees for FY 2025-2026 year are projected to total 280 hours (This projection is based on last year's total.)

6. VACATION AND ADDITIONAL PAID-TIME OFF

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.

Bereavement:

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.

Jury Duty:

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.

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.

Sick Leave:

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

7. MISCELLANEOUS DISTRICT PAYMENTS AND REIMBURSEMENTS TO EMPLOYEES

Well Pay:

For each month of perfect attendance, 0.33 of a day's worth of 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.

COST: The District contribution to Well Pay for FY 2025-2026 year, directly contributing to employee wages is projected to total ~\$7,166.

Personal Vehicle:

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 70 cents per mile.

COST: The cost to the District to reimburse employees for use of their personal vehicle in the FY 2025-2026 year is projected to total ~\$1,200 (This projection is based on last year's total.)

Cell Phones:

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.

COST: The cost to the District to reimburse employees for use of their personal cell phones in the FY 2025-2026 year is projected to total \$4,200.

Work Attire:

The District will provide a uniform, free of cost to all field employees, on an “as needed basis”, consisting of tee-shirts, sweatshirt and baseball cap imprinted with the District logo. Additionally, the District will reimburse up to 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 reimburse all field personnel with 1 set of rain gear and 1 set of steel-toed rain boots on an “as needed” basis as determined by the General Manager. Wearing safety footwear is mandatory for all field personnel. Additionally, the District will reimburse up to \$100 every two years for polarized sunglasses (marked as providing “100% UV protection” or “UV400”).

COST: The cost to District for covering work attire for field employees in the FY 2025-2026 year is projected to total ~\$5,500.

8. OPERATOR CERTIFICATIONS, PROFESSIONAL DEVELOPMENT AND ASSOCIATED COMPENSATION

Mandated Water System and Wastewater System Certifications:

The District’s Water Treatment and Wastewater Treatment facilities are designated as Grade II Facilities. License, certification and continuing education fees necessary to obtain and maintain OIT, Grade 1 and Grade 2 certification for water and wastewater system will be paid by the District on the behalf of the Chief Operator and/or any Full Time Shift Operators. This includes certificates for water treatment, water distribution, wastewater treatment, and/or wastewater collection systems. Upon written approval by the General Manager, additional covered expenses may include: seminar fees, books, travel and per diem expenses, and exam fees.

Professional Development for Obtaining Optional Water System and Wastewater System Certifications:

Upon written approval by the General Manager, the District will pay for license, certification, exam fees, and required continuing education fees necessary to obtain Grade 3 certification (for water treatment, wastewater treatment and/or water distribution) on behalf of the Chief Operator and/or any Full Time Shift Operators. Upon further written approval by the General Manager, additional covered expenses may include: seminar fees, books, travel and per diem expenses.

Monetary Compensation for Obtaining Required and Optional Certificates:

The Chief Operator and/or any of the Full Time Shift Operators who successfully attain 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 the employee attains

(retroactive to the date he or she passed the applicable certification exam). Upon written approval of the General Manager, an employee may choose to "skip" a Grade and obtain the next certification for which they are eligible; in this case by effectively obtaining 2 Grades worth of certifications at once, the employee will be eligible for an 8% rate increase.

Stand-By Pay to Certified Employees

All field personnel, once certified, 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 \$60.00 per shift, with a CPI-based increase each year beginning with the 2026-2027 fiscal year. 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 5 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 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 in Section 6 of this MOU, 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 5 of this MOU.

COST: The cost due to Standby Pay in the FY 2025-2026 year directly contributed to employee wages (and not including additional benefits costs) is projected to be \$21,900.

9. NEW RESPONSIBILITIES IN THE UPCOMING FISCAL YEAR AND POTENTIAL ASSOCIATED COMPENSATION

Backflow Specialist:

As of DATE the District is required to employ one Backflow Specialist. A single Shift Operator, chosen at the discretion of the General Manager and in consultation with the Chief Operator, will be designated to receive certification as Backflow Tester. This individual will be eligible for a \$1.00 per hour increase in pay. This \$1.00 pay rate increase will be applied on July 1, 2025, after all other pay rate increases have been applied. On behalf of the designated Shift Operator, the District will pay for mandated license, certification, exam fees, and required continuing education fees necessary to obtain this "backflow" certification. Subject to the prior written approval of the General Manager, additional covered expenses may include: seminar fees, books, travel and/or per diem expenses.

COST: The cost due to this "Backflow Specialist" in the FY 2025-2026 year directly contributing to this employee wages (not including benefits) is projected to be \$2,080.

Resource Recovery Project:

Due to recent increased demand for Shift Operator assistance with the Resource Recovery Project (RRP), a single Shift Operator, chosen at the discretion of the General Manager and in consultation with the Chief Operator, will be designated to aid with maintenance work at RRP. This Shift Operator will be eligible for a \$1.00 per hour increase in pay. This \$1.00 pay rate increase will be applied on July 1, 2025, after all other pay rate increases have been applied. Subject to the prior written approval by the General Manager, any mandated license and certification required to carry out this work will be paid for by the District, on behalf of the designated Shift Operator. Subject to the prior written approval by the General Manager, additional covered expenses may include: seminar fees, books, travel and/or per diem expenses.

COST: The cost due to this “RRP Maintenance” in the FY 2025-2026 year directly contributing to this employee wages (not including benefits) is projected to be \$2,080.

Septic Drainage:

Due to the District’s planned increased investment in the Septic Drainage Program (SDP), a single Shift Operator, chosen at the discretion of the General Manager and in consultation with the Chief Operator, will be designated lead septic drainage program operator. This Shift Operator will be eligible for a \$1.00 per hour increase in pay. This \$1.00 pay rate increase will be applied on July 1, 2025, after all other pay rate increases have been applied. Subject to the prior written approval by the General Manager, any mandated license and certification required to carry out this work will be paid for by the District, on behalf of the designated Shift Operator. Subject to the prior written approval by the General Manager, additional covered expenses may include: seminar fees, books, travel and/or per diem expenses.

COST: The costs due to this “SDP Maintenance” in the FY 2025-2026 year directly contributing to this employee wages (not including benefits) is projected to be \$2,080.

10. HOURS AND WAGES

Increases in Wages in FY 2025-2026:

In drafting this MOU, District’s Non-Managerial, Managerial Staff and the Personnel Committee, have negotiated the following terms to take effect on July 1, 2025:

- Relative to their pay on June 30, 2025, all full-time employees will be receiving a 3.5% increase in hourly wage.
- 3 Full-Time shift Operators will be receiving a \$1.00/hour increase in pay rate after this 3.5% increase has been applied, as described in section 9 of this MOU.
- The Stand-By pay rate will be raised from \$57.00/day to \$60.00/day

Individual Employee Hours & Wage Rates for FY 2025-2026:

- General Manager / Executive Secretary—Woods:
 - 9 AM to 1 PM, plus a minimum of 20 additional hours as set by the employee.
 - \$65.54 per hour
- Assistant General Manager—Wood:
 - 9 AM to 5 PM
 - \$47.97 per hour
- Administrative Assistant—Laufman:
 - 9 AM to 5 PM

- \$36.23 per hour
- Chief Operator—Oaklander:
 - 7 AM to 3 PM
 - \$50.40 per hour
- Shift Operator—Spalding:
 - 7 AM to 3 PM
 - \$46.59 per hour
- Shift Operator—Kahn:
 - 7 AM to 3 PM
 - \$28.09 per hour
- Shift Operator—Morgan:
 - 7 AM to 3 PM
 - \$27.87 per hour

COST: For the FY 2025-2026 year, the District's costs due to employee hourly wages and Standby Pay, described above, (not including any other benefit or overtime pay) is projected to total **\$629,567 + \$21,900 (hourly wages + standby)**

Mid-Year Increase to Hourly Wage Rates: The hourly wages specified above for the Chief Operator and Shift Operators will be revised in accordance with Section 8, above, in the event that an employee attains one or more higher level(s) of state certification during the term of this MOU.

Additional Notes Related to Hours and Wages:

- The bi-weekly pay voucher will show cumulative totals for all entries.
- Payday is every other Friday, beginning with the second Friday in July, 2025.
- THE WORKWEEK BEGINS AT 12:00 AM EACH MONDAY AND ENDS AT 11:59 PM THE FOLLOWING SUNDAY.
- THE WORKDAY BEGINS EACH DAY AT 12:00 AM AND ENDS EACH DAY AT 11:59 PM.
- Any Extra Hires in the District during the FY 2025-2026 will be paid at the County of Marin's minimum pay rate of \$18.70 per hour, or greater.

11. AGREEMENT

This MOU sets forth the entirety of the understanding and agreement between the BCPUD Board of Directors and the undersigned BCPUD employees regarding the compensation and benefits of BCPUD employees, superseding any prior MOU, understanding, or agreement, whether written or oral. This MOU can only be amended in a writing signed by the General Manager (as authorized by the Board of Directors) and the affected employee(s) or, if the amendment affects the General Manager, in a writing signed by the President of the Board of Directors and the General Manager. This MOU shall remain in effect until June 30, 2026 and shall automatically renew for a subsequent one-year period unless an employee and/or officer of the Bolinas Community Public Utility District requests revision of this document on or before January 31, 2026.

CERTIFICATION

STATE OF CALIFORNIA)
)
 COUNTY OF MARIN)

ss

I, Georgia Woods, Secretary of the Board of Directors of the Bolinas Community Public Utility District, DO HEREBY CERTIFY the foregoing amended MEMORANDUM OF UNDERSTANDING was duly passed and adopted by the Board of Directors of the Bolinas Community Public Utility District at a regular meeting thereof, held on June 18, 2025, a full quorum present and acting throughout by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Georgia Woods, Secretary

Agreed by the Following Employees:

| | |
|------------------|-------|
| _____ | _____ |
| _____ | _____ |
| Georgia Woods | Date |
| _____ | _____ |
| _____ | _____ |
| Belle Wood | Date |
| _____ | _____ |
| _____ | _____ |
| Stewart Oakander | Date |
| _____ | _____ |
| _____ | _____ |
| Andrew Spalding | Date |
| _____ | _____ |
| _____ | _____ |
| Evan Kahn | Date |
| _____ | _____ |
| _____ | _____ |

Sean Morgan

Date

Annie Laufman

Date