

WALNUT VALLEY WATER DISTRICT



TERMS AND CONDITIONS OF EMPLOYMENT

Effective July 1, 2023 through June 30, 2027

MID-MANAGEMENT

WALNUT VALLEY WATER DISTRICT

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
Changes Effective for July 1, 2023 - June 30, 2027

Section No.	Revisions (if applicable)
A. Terms of Employment	
1 - Water Code	Minor language cleanup
2 - Employment At Will	Attorney recommended language cleanup
3 - Performance and Development Plans	No Change
4 - Performance Step/Other Adjustments	Minor language cleanup
5 - Promotions, Demotions, and Transfers	Minor language cleanup
6 - Work Week	Attorney recommended language changes
7 - Pay Period	Minor language cleanup
8 - Overtime Provisions	Attorney recommended language changes Provides clarifying language regarding payout of compensatory time
9 - Call Back Compensation	Minor language clarification
10 - Certification Pay	Excludes Executive Staff from Certification Pay Addition of certification pay for SWRCB Treatment Grade 1 and Grade 2 Addition of certification pay for Backflow certifications Addition of certification pay for Water Quality Laboratory Analyst certifications
11 - Uniforms and Dress Code	Increase of boot allowance from \$200 to \$250 Minor language cleanup
12 - Use of District Vehicles	No Change
13 - Mileage Reimbursement/Use of Personal Vehicles	Minor language cleanup
14 - Disciplinary Action	Language cleanup and other attorney recommended language changes.
15 - Termination of Service	Minor language cleanup
16 - Cost of Living ("COLA") Increases	Proposes cost of living allowances of: July 1, 2023- 3% January 1, 2024- 4% January 1, 2025- 4%

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
Changes Effective for July 1, 2023 - June 30, 2027

Section No.	Revisions (if applicable)
	January 1, 2026- 4% January 1, 2027- 4% Minor language cleanup
17 - Reporting Compensation and/or Compensation Earnable to the California Public Employees' Retirement System ("CalPERS" or "PERS")	Language addition specifying 5% differential for employees receiving and maintaining a valid California Class A or B driver's license Minor language cleanup
18 - Social Security and Medicare	Added language to clarify employees' responsibility for Social Security Medicare funding
B. Benefits	
1 - Deferred Compensation	No Change
2 - Holiday Schedule	Attorney recommended language changes Provides clarifying language regarding payout of approved paid holidays
3- Health/Life Insurance	ACWA JPIA recommended language clarification for employee and retiree medical coverage Language cleanup and other attorney recommended language changes.
4 - Industrial Injury	Minor language cleanup
5 - Leave Provisions	<ul style="list-style-type: none"> • Administrative Leave – Attorney recommended language changes • Leave of Absence – ACWA JPIA recommended language changes • Sick Leave – Attorney recommended language clarification for "Designated person" Minor language cleanup <ul style="list-style-type: none"> • Personal Leave – No Change • Vacation Leave – Minor language cleanup
6 - Pension Plan	Removes language regarding Classic Members 3% increase in employee contribution to CalPERS. Language cleanup and other attorney recommended language changes.
7 - Education and Tuition Reimbursement	Minor language cleanup

MID-MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
Changes Effective for July 1, 2023 - June 30, 2027

Section No.	Revisions (if applicable)
C. Severability	No Change
Exhibit A - Position Classifications	Changes to Mid-Management Position Classifications to be consistent with Organizational Chart
Exhibit B - Parity Adjustment Schedule	No parity adjustments for four-year agreement period
Exhibit C - Retiree Medical Insurance Benefits Vesting Schedule	Clarification of retiree medical coverage Removed Addendum to Exhibit C Minor language cleanup
Exhibit D - Benefits Guideline for Part-Time Active and Retired Employees Mid-Management	No Change

A Resolution of the Board of Directors of the
Walnut Valley Water District Establishing a
**Salary and Benefit Schedule and
Terms and Conditions of Employment
for Middle Management and Confidential Employees**

WHEREAS, employees of Walnut Valley Water District filling the following positions listed on Exhibit A are not represented by an employee organization, and

WHEREAS, the Board of Directors intends to compensate these employees in a fair and equitable manner,

NOW, THEREFORE, be it resolved that the salary ranges, benefits, and terms and conditions of employment for the job classifications attached hereto as Exhibit A become effective the first day of the July 1, 2023 pay period, or as soon thereafter as reasonably possible, and shall remain in effect through the last full pay period in June 2027.

A. Terms of Employment

1. Water Code

Pursuant to the Water Code of the State of California, the District's Board of Directors has vested in the General Manager the power to exercise traditional managerial prerogatives, including the hiring, firing, layoff, demotion, discipline, discharge, assignment, and transfer of employees in they/them/their sole discretion on an at will basis.

2. Employment at Will

Employment at the District is for no definite period of time and may be terminated at the will of the employee or the District at any time, with or without cause and with or without notice. Employment at will is not modified by length of service with the District and no contract of employment, expressed or implied, will be valid unless in writing, signed by the General Manager, and approved by the Board of Directors of the District and must express the clear and unambiguous intent to alter the at-will nature of the employment relationship, as defined by California Labor Code section 2922.

3. Performance and Development Plans

Performance and development plans will normally be conducted on an annual basis prior to July 1 of each year; however, they may be conducted more or less frequently depending upon the performance of the employee or other factors as determined by the General Manager/Designee.

4. Performance Step/Other Adjustments

District positions have established salary ranges with a minimum (entry) rate, intermediate rate, and maximum rate. Performance step adjustments are normally granted on an annual basis at the discretion of the General Manager/Designee and depend upon satisfactory job performance.

- a. A performance step adjustment may be granted within the prescribed salary range following satisfactory completion of six months of employment in they/them/their position. Thereafter, twelve (12) consecutive months of satisfactory job performance is normally required to qualify for performance step adjustments until the maximum rate within the salary range is reached.
- b. Upon demonstrated exemplary performance, an employee may be granted additional step adjustments at the recommendation of the Department Head and upon approval of the General Manager.
- c. At the discretion of the General Manager/Designee, when determined that it is necessary based upon the needs of the District for any employee to perform work out of class at a higher level, the employee, upon recommendation of the Department Head, may be awarded a stipend for the period which the out of class work was performed.

5. Promotions, Demotions, and Transfers

It is recommended that employees discuss their goals and interests with their Supervisors/Department Head so that it may be possible for them to plan and carry out preparation and training for promotional opportunities as they may arise.

- a. **Promotion** is advancement to a job with higher duties, greater responsibilities, higher qualifications, and a higher maximum rate of pay. The District will consider

qualified employees for "promotion from within" in making promotional appointments.

- b. **Demotion** means movement from one class to another class with a lower salary. Demotions can be voluntary or involuntary. A voluntary demotion is when an employee requests, for personal or other reasons, a demotion because they/them/their believes they/them/their may be more effective or more satisfied in a less demanding position, or because the employee would like to move to a different position to learn a new line of work. The District may institute involuntary demotions for deficiencies in work performance and/or disciplinary reasons.
- c. **Transfers** can occur when an employee requests a transfer because they/them/their believes they/them/their may be more effective or more satisfied in a different job (voluntary transfer), including requests for transfer because the employee would like to learn a new line of work or has personal reasons. Transfers can also occur involuntarily based on needs of the District. Transfers may result in movement from one class to another class with a lower salary.

6. **Workweek**

The workweek for Mid-Management and Executive Staff employees is a fixed and regularly recurring period of seven consecutive 24-hour periods. For those employees participating in a 9/80 work schedule, an employee's workweek will begin at 11:00 am Friday and end at 10:59 am on the following Friday as outlined in the 9/80 work schedule policy. All other District employees' workweek begins Saturday at 12:00 am and ends at 11:59 pm the following Friday. The General Manager/Designee may designate a different workweek for an appropriate category of District employees so long as the new workweek is intended to be permanent in nature (i.e., indefinite duration, with no present intention to change on a given future date), for certain Mid-Management and Confidential employees based on the departmental/divisional needs as determined by the General Manager/Designee.

Alternative work schedules may vary between departments and divisions and amongst employees within departments and divisions. An employee's work schedule may be revised or rescinded at the sole discretion of the General Manager/Designee based upon the employee's work assignments as well as the operational and service needs of the District. Work schedules may require work on weekends and holidays. If needed, employees shall be available for work beyond their scheduled assigned day or assigned week upon advance notice from the District.

7. **Pay Period**

Authorized District employees participating in an alternative work schedule (9/80) are paid every other Friday for the two weeks ending at 10:59 am the Friday before payday pursuant to the 9/80 work schedule policy. All other District employees are paid every other Friday for the two weeks ending at 11:59 pm the Friday before payday. The District will make every reasonable effort to have paychecks ready by noon on payday.

8. **Overtime Provisions**

Employees that are exempt from the applicable overtime provisions of the Fair Labor Standards Act (FLSA) shall not be entitled to receive overtime compensation for hours worked in excess of the number of hours established as full-time service for the classification.

For employees in non-exempt positions, the workweek shall total forty (40) hours over seven consecutive twenty-four (24) hour periods. Overtime hours are all hours actually worked by the non-exempt employee in excess of forty (40) hours in they/them/their

designated workweek. Overtime hours will be compensated at the rate of one-and-one-half (1-½) times the employee's regular rate of pay.

- a. Non-exempt employees may only work overtime hours with the express, advance authorization of the General Manager or the Department Head (or their designee).
- b. All overtime hours worked shall be reported as hours actually worked.
- c. The District compensates for overtime worked in fifteen (15) minute increments. No overtime credit shall be given or allowed for any overtime worked of less than one-half (1/2) of each fifteen (15) minute increment.
- d. Non-exempt employees working in excess of a forty (40) hour week shall have the option to receive overtime pay at one-and-one-half (1-½) times their regular rate of pay or may accrue compensatory time off at one-and-one-half (1-½) times the actual hours worked in accordance with the FLSA and applicable regulations, up to a maximum of sixty (60) hours. Such compensatory time accrued will be paid out to the employee by December 31st if not used by the end of the calendar year when the compensatory time was earned.

An employee wishing to use they/them/their accumulated compensatory time must provide reasonable notice to they/them/their supervisor. The request may be denied if the request is deemed unduly disruptive to the District's operations. Generally, reasonable notice is at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

- e. Vacation, sick and/or personal leave will not be counted as hours worked for determining overtime earnings or earned compensatory time off. Under special circumstances, and at the sole discretion of the District, inclusion of such leave hours may be used to determine hours worked for the purpose of calculating overtime earnings for non-exempt employees.

9. Call-Back Compensation

Non-exempt employees who are called back to work on an emergency basis after completing their normal workday may be entitled to call-back compensation. Employees who are called back will be paid at one-and-one-half (1-½) times the base hourly rate for emergency call-back time worked, and employees will be entitled to minimum call-back compensation of at least two (2) hours for each call-back occurrence. Employees assigned non-emergency scheduled overtime shall not be entitled to the call-back compensation provisions set forth herein. Such overtime shall be compensated for on an hour-for-hour basis at the rate of one-and-one-half (1-½) hours compensation for each full hour of work performed with a minimum of one (1) hour's compensation, with actual hours worked reported in one-quarter (1/4) hour increments. Employees called back within one (1) hour of the beginning of their normal workday are not eligible for call-back compensation.

Non-exempt On-Call employees required to electronically access the District's SCADA system and/or respond to a District Service call during non-regular working hours will be compensated for all hours worked, and will be entitled to a minimum of thirty (30) minutes of regular hourly pay. If called out to respond, the employee will be entitled to the call-back compensation mentioned in the preceding paragraph.

10. Certification Pay

Employees possessing Water Distribution Operator certification issued by the State Water Resources Control Board at a level higher than what is required for their current classification are eligible for certification pay. Eligible employees will receive their

certification pay in a lump sum payment in December of each year. Executive Staff are not eligible for certification pay.

The certification pay shall be calculated based on level of certification obtained as long as such certification level exceeds what is required for the employee's current job classification. For new employees eligible to receive certification pay during their first year of employment, the amount of the pay shall be prorated to the employee's month of hire.

Grade	Pay
D1	\$600.00
D2	\$600.00
D3	\$750.00
D4	\$1,250.00
D5	\$1,250.00

Grade	Pay
T1	\$600.00
T2	\$750.00

Employees possessing the below Backflow certification at a level higher than what is required for their current classification are eligible for certification pay.

Certification	Pay
CA-NV American Water Works Certification (AWWA) Backflow Prevention Assembly Tester (BPAT) Certification	\$750.00
CA-NV American Water Works Certification (AWWA) Cross-Connection Control Specialist (CCCS) Certification	\$750.00
Los Angeles County Certified Backflow Prevention Device Tester	\$750.00

Employees possessing the below Water Quality Laboratory Analyst certification at a level higher than what is required for their current classification are eligible for certification pay.

Certification	Pay
CA-NV American Water Works Certification (AWWA) Water Quality Laboratory Analyst (WQLA) Certification- Grade 1	\$750.00
CA-NV American Water Works Certification (AWWA) Water Quality Laboratory Analyst (WQLA) Certification- Grade 2	\$750.00

A temporary or interim certificate held by an employee at a higher grade level will not qualify the employee for certification pay at the higher level.

11. Uniforms and Dress Code

The District maintains a dress code for all employees which provides:

- a. The District shall provide uniforms to those employees in classifications that require employees to wear a District uniform.
- b. Employees are required to wear District uniforms during working hours. Employees may wear District uniforms to and from work, but are otherwise prohibited from wearing District uniforms outside working hours.

- c. If the District requires employees to wear safety-toed shoes or boots (which must be OSHA approved), then the District will supply a maximum of one (1) pair per employee, per year, based on the supervisor's recommendation. The allowance for safety-toed shoes or boots shall be a maximum of \$250.00 per year for each employee required to wear such shoes or boots. Such allowance shall also include in-soles and other related items that increase the life expectancy of the boot or as recommended by the District's Workers' Compensation carrier. If the Department Head determines, in they/them/their sole discretion, that an employee's boots are in need of replacement prior to the completion of one (1) full year, the employee may be given authorization, subject to General Manager/Designee approval, to purchase a new pair at the District's expense, but in any event, the cost shall not exceed the \$250.00 per pair maximum.

12. Use of District Vehicles

The District may provide vehicles on an as-needed basis for those supervisors in classifications that require them to respond for emergencies. Said vehicles shall be used for transportation to and from work, responding to emergencies, and/or other authorized work-related use(s) as may be approved by the General Manager/Designee. Employees driving District vehicles shall strictly obey all traffic laws, and any and all such policies pertaining to driving a District vehicle, including, but not limited to, Cellular Telephone and Other Similar Personal Electronic Device Policy, and at no time shall operate a District vehicle under the influence of alcohol or any controlled substance. Employee incidents that result in traffic citation(s) or involve any other violations of law may result in disciplinary action. Before the District will permit an employee to use a District vehicle, the employee must provide proof that the employee possesses the appropriate California driver's license to operate the vehicle in question and that the employee is insurable.

13. Mileage Reimbursement/Use of Personal Vehicles

Employees with prior authorization granted by the employee's supervisor to use their personal vehicles in the course of District business shall be reimbursed for actual mileage at the IRS-approved rate per mile for all miles driven. Requests for mileage reimbursement shall be submitted in the prescribed format determined by the District. Employees are required to provide Human Resources with a copy of the employee's most current and valid auto insurance coverage before authorization to use their personal vehicles for District business will be given.

14. Disciplinary Action

Pursuant to the Water Code of the State of California, the Board has delegated to the General Manager/Designee, all necessary power and authority to conduct the District's employee relations and to take disciplinary action as appropriate. Subject to the provisions of the FLSA (and applicable limited exceptions), if a suspension is imposed on an exempt employee, such suspension must be in increments of a full week unless it is a for a violation of a workplace conduct rule. In that case, the suspension can be in less than a workweek increment.

15. Termination of Service

An employee planning to resign or retire should give they/them/their supervisor written notice as far in advance of the effective date as possible. The employee shall make every reasonable effort to provide this notice a minimum of twenty-one (21) calendar days prior to the effective date. The employee's final paycheck shall include payment for any earned but unused leave benefits under these Terms and Conditions of Employment.

16. Cost of Living (“COLA”) Increases

Base salaries shall be adjusted annually, based upon the following agreed upon and approved salary adjustment amounts:

July 1, 2023	3%
January 1, 2024	4%
January 1, 2025	4%
January 1, 2026	4%
January 1, 2027	4%

The amount of the one-time mid-year and annual increase under this section shall be reflected in the District’s publicly available pay schedules.

17. Reporting Compensation and/or Compensation Earnable to the California Public Employees’ Retirement System (“CalPERS” or “PERS”)

Employees receiving and maintaining a valid California Class A or B driver’s license required to perform their duties shall receive a 5% differential. This form of pay, also referred to as “Government Agency Required Licenses”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to 2 CCR 571 (Classic), and pensionable compensation for New Members and pursuant to 2 CCR 571.1 (PEPRA).

Reportable compensation and/or compensation earnable is determined by applicable law.

18. Social Security and Medicare

Employees hired or promoted into Mid-Management and Executive Staff after July 1, 2023, are required to pay the portion of Social Security dedicated to funding Medicare.

B. Benefits

1. Deferred Compensation

The District provides a voluntary deferred compensation plan for employees. Under the plan(s), an employee may defer up to the maximum amount of income allowed by law per calendar year. Upon authorization of the employee, the District will remit the employee's deferred income to the District's deferred compensation plan provider.

2. Holiday Schedule

a. The following are approved paid holidays for employees of the District:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 - when it falls on Monday, Tuesday, Wednesday, or Thursday
Christmas Day	December 25
	Three Floating Holidays

District employees receive three (3) floating holidays. These floating holidays can be used, upon prior approval of the employee's Supervisor/Department Head, any time during the calendar year.

- b. For employees working an alternative work schedule, if the "flex day" (*i.e.*, an employee's scheduled day off under that schedule) falls on an approved District holiday, the holiday will be placed in the employee's holiday leave bank and can be used for other leave options such as sick, vacation, or personal. An employee's holiday leave bank cannot exceed a maximum accrual of eighteen (18) hours.
- c. Holiday leave bank and unused floating holiday hours accrued in excess of eighteen (18) hours will be paid out to the employee by December 31st.
- d. When a District holiday falls on a Saturday, the previous workday will be observed as the holiday. When a District holiday falls on a Sunday, the following workday will be observed as the holiday.
- e. Employees in non-exempt job classifications who are required to work on a District holiday will be paid at one-and-one-half (1-½) times their base hourly rate for each hour worked in addition to regular holiday pay or may accrue the holiday in accordance with compensatory time provisions. If working a holiday results in an employee working in excess of forty (40) hours in they/them/their designated workweek, the employee shall be paid overtime compensation for all excess hours worked at a rate of one-and-one-half (1-½) times they/them/their regular rate of pay.
- f. Non-Exempt employees assigned to work on Thanksgiving Day, or Christmas Day shall receive two (2) times their base hourly rate for each hour worked in lieu of the pay employees would otherwise receive for working on a District holiday (one-and-

one-half (1-1/2) times their base hourly rate for each hour worked) detailed in Section B (2)(e) above.

3. Health/Life Insurance

The District will offer the following health insurance coverages for all full-time employees of the District: Full-time employment for purposes of determining eligibility for District health insurance benefits listed below is defined as a regular District employee working thirty (30) hours per week.

A. The District will offer the following health insurance coverages for all full-time employees of the District:

1. Major medical plan, which includes provisions for prescription drug coverage
2. Dental plan
3. Vision plan

B. The District will also offer the following other benefit coverages:

1. Employee Assistance Program (District paid benefit)
2. Short Term Disability plan
3. Long Term Disability plan
4. Life Insurance Plan/Accidental Death & Dismemberment (District paid benefit)

C. Employees may elect to have dependent health insurance coverage by contributing the minimum monthly cost established by the District from time to time, provided that the District shall not pay more than the amount specified per month for the employee and dependent coverage, in accordance with the following:

The full payment of the combined least cost medical, dental, and vision plans, excluding the high deductible medical plan.

D. The following medical insurance coverages shall be subject to the medical cap specified in Section C, above:

1. Major medical plan
2. Dental plan
3. Vision care

Medical Coverage for Registered Domestic Partners – Pursuant to state and federal law, and subject to the provisions and requirements set forth by the District's health plan provider, the District extends certain health insurance benefits to the registered California domestic partners of eligible full-time employees.

If at any time an employee selects coverage that costs more than the maximum amount allowed under the medical cap in Section C, above, then this excess amount shall be prorated and withheld from the employee's bi-weekly payroll check. Written forms authorizing such payroll deduction for the payment of medical premiums will be on file in the employee's personnel and payroll files.

The District also offers its employees the option of utilizing a Flexible Spending Account (FSA) for payment of health benefit premiums and other health related expenses in compliance with state and federal FSA stipulations, regulations and restrictions.

Should the employee no longer receive a payroll check, and remain eligible for District paid benefits, then it shall be the obligation of the employee to make any premium payments due in advance of the premium due date as specified by the District. Notification for such benefits shall be made to such employees in accordance with Consolidated Omnibus

Budget Reconciliation Act of 1985 (“COBRA”) requirements. Any premium obligation in arrears for a period of thirty (30) days or longer will result in the cancellation of portions of dependent coverage until the total monthly premiums for the employee equal or fall below the medical cap in Section C, above. Cancellation of dependent benefits will be in the following order:

- (1) Vision plan
- (2) Dental plan
- (3) Major medical plan

Retiree Medical Insurance Benefits

- A. Retiree medical insurance benefits are subject to the eligibility provisions and vesting schedule listed in Exhibit C of these Terms and Conditions of Employment. As outlined in Exhibit C, these eligibility requirements determine if the retiree, spouse, and/or dependents are eligible for coverage at the time of retirement, and if so, what percentage of coverage will be paid by the District and what percentage must be paid by the retiree if coverage is selected.

As medical premiums increase, retiree payments will increase. Retirees required to contribute towards their retiree medical coverage shall be obligated to make such co-payments as stipulated in the provisions set forth in Exhibit C.

Subject to the employee’s retiree medical benefit eligibility, the employee must elect the medical plan they wish to enroll in retirement by the employee’s last open enrollment prior to retirement. Due to increasing medical costs, retirees may change plans during a District annual open enrollment period post-retirement.

- B. Retiree Life Insurance Benefits – For District employees who retire with a pension benefit, the District will provide retiree life insurance in an amount not to exceed \$50,000 up to age 70. From ages 70-74, such life insurance will be subject to a reduction of coverage by 35%, then an additional 15% following attainment of age 75. However, if the cost of providing this life insurance benefit becomes prohibitive, the District may eliminate the benefit entirely, reduce the amount of coverage, or require a co-payment in order to maintain the benefit. The determination of whether the benefit has become cost-prohibitive and what course of action to follow shall be made by the District in its sole discretion.
- C. Upon Death of the Retiree – At the time of a retiree’s death, coverage for they/them/their spouse and/or dependents as shown on District records shall remain in force in accordance with the provisions under which the retiree and they/them/their spouse and/or dependents initially became eligible for coverage pursuant to the District’s Retiree medical Vesting Schedule (Exhibit C).
- D. District Contribution Upon Disability, Incapacitation, or Death of an Employee Should an employee who is eligible for retirement from the District, who meets the minimum retirement age, and who is eligible for retiree medical coverages in accordance with the District’s Retiree Medical Vesting Schedule (Exhibit C) become disabled, or incapacitated before retirement, the employee may retire and receive retiree health coverage in accordance with the District’s Retiree Health coverage policy (Exhibit C). Upon death of the employee who is eligible for retirement from the District, medical coverages for they/them/their spouse and/or dependents, as evidenced based on District records, shall be paid by the District for a period not to exceed six (6) months. Upon death of the retiree , benefits for the surviving spouse and/or dependents, as evidenced based on the District’s records, shall continue in accordance with the provisions under the District’s Retiree Medical Vesting Schedule (Exhibit C).

Medical Insurance Benefits During Periods of Disability

- A. Temporary Disability – Non-Industrial –An employee who becomes temporarily disabled due a non-industrial injury or illness shall be entitled to continuation of medical coverage while on eligible FMLA/CFRA leave. Should the disability period extend beyond the eligible FMLA/CFRA period, the employee will be offered COBRA continuation coverage. Medical coverages for the temporarily disabled employee (non-industrial), they/them/their spouse, and/or dependents, as evidenced based on District records, shall be paid by the District for a period not to exceed six (6) months. .

While on disability leave, vacation and sick leave accruals will cease until such employee returns to work. Additionally, for disabilities that do not arise from industrial injuries, which will be handled pursuant to Section 4, below, during the period in which the employee is eligible to receive disability benefits from the District's disability insurance carrier, the employee will not be entitled to use existing accrued leave to the extent they/them/their is already being provided sufficient supplemental benefits by the District to ensure that the employee is not receiving more than 100% of pay. If an employee remains out on FMLA/CFRA leave, however, they/them/their is not eligible to receive disability payments until verification has been received by the District that disability benefit payments have terminated. The employee may then be eligible to use existing accrued leave.

- B. Permanent Disability

Vested Employees – An employee who becomes permanently disabled and is eligible for retirement in accordance with the District's pension plan under which the employee is classified and the District's retiree medical vesting requirements shall be entitled to continuation of medical coverage as a retiree in accordance with the provisions of Exhibit C.

Non-Vested Employees – An employee who becomes permanently disabled by reason of a non-industrial injury or illness and is not eligible for retirement shall only be eligible for medical coverage as set forth in the Temporary Disability – Non-Industrial section.

It is understood that medical insurance coverage available to retirees may differ from time to time from the plans in effect at the time of retirement due to changes in the various plans covering the District's benefits eligible employees and retirees.

4. Industrial Injury

The District provides benefits in the event of an injury, illness, or disability incurred on the job through the ACWA JPIA Workers' Compensation Insurance Fund. These benefits include: medical treatment, temporary disability, permanent disability (compensation based on the rated degree of injury determined to be permanent), vocational rehabilitation, and a death benefit.

5. Leave Provisions

- a. Administrative Leave

FLSA exempt employees shall be granted a maximum of forty-eight (48) hours paid administrative leave per year, and the use of such leave requires the prior approval of the employee's Department Head and the General Manager/Designee.

b. **Leave of Absence**

Consistent with state and federally mandated leave laws, the General Manager may grant within they/them/their sole discretion a temporary leave of absence without pay. Request for a leave of absence shall state specifically the reason for the request, the date when the employee desires to begin the leave and the probable date of return. Requests for leave not subject to state and federal leave requirements require approval by the General Manager/Designee.

Approval of the leave of absence shall be in writing and a copy filed with the Personnel Office. During the leave of absence period, continuation of the employee's health benefits will be provided pursuant to state and federal laws and subject to the leave provisions as stipulated in these Terms and Conditions. If an employee exhausts statutory leave and has not returned to work, the employee will be offered COBRA continuation coverage to begin at the end of the statutory leave period. For approved non-statutory or personal leaves of absence, the employee will be offered COBRA continuation coverage beginning the first day of the month following the month the leave began. During the leave of absence, the employee will not be entitled to accrue sick, vacation and holiday leave. Upon expiration of approved leave, or within a reasonable period of time after notice to return to work, the employee may be reinstated to the position held at the time the leave was granted, provided that the position has not been eliminated by work force reduction or District reorganization, or to a comparable position if one is available for which the employee is qualified, as determined by the General Manager/Designee.

c. **Sick Leave**

A. Application of California's Paid Sick Leave Law

In accordance with California's Paid Sick Leave law, all employees may use the first three (3) days or twenty-four (24) hours of accrued paid sick leave in a twelve (12) month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Child of any age or dependency status (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.);
 - Spouse or Registered Domestic Partner;
 - Parent or Parent-in-Law (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.);
 - Grandparent;
 - Grandchild;
 - Sibling;
 - Designated Person, which means a person identified by the employee at the time the employee requests paid sick leave. Such designated person may be limited to one person per 12-month period for paid sick days.
- For an employee who is a victim of domestic violence, sexual assault, or stalking to i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child, or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services:

B. Temporary Employees and Part-Time Employees Who Work Less Than 20 Hours Per Week

Pursuant to California's Paid Sick Leave Law, temporary and part-time employees who have been employed for at least thirty (30) days, other than retired annuitants, are entitled to begin accruing paid sick leave on the first date of employment and can begin using paid sick leave on the 90th day of employment under the following conditions.

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked.
- An employee is allowed to use up to a maximum of three (3) days or twenty-four (24) hours of paid sick leave in a twelve (12) month period.
- An employee can only accrue paid sick leave up to a cap of six (6) work days or forty-eight (48) hours, whichever is greater, ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed.
- An employee shall provide reasonable advance notification of they/them/their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to they/them/their supervisor as soon as is practicable.
- An employee who uses paid sick leave must do so with a minimum increment of two (2) hours of sick leave.
- Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District.
- If an employee separates from District employment and is re-hired by the District within one (1) year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if the rehired employee had not yet worked the requisite ninety (90) days of employment to use paid sick leave at the time of separation, the employee must still satisfy the ninety (90) days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

C. Full-Time Employees and Part-Time Employees Who Work 20 or More Hours Per Week

Sick leave with pay shall be granted by the District at the rate of eight (8) hours for each full calendar month of service for all full-time employees or for part-time employees working twenty (20) or more hours per week as otherwise designated in Exhibit D of these Terms and Conditions of Employment. Retired annuitants are not eligible for sick leave.

Each calendar year, up to one-half of an employee's annual accrued paid sick leave can be used for any reason as noted in Section A of this policy in accordance with California's Paid Sick Leave Law and Labor Code section 233. Any additional paid sick leave provided by the District in that calendar year can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

In order to receive compensation for work time lost due to sickness, the employee shall notify they/them/their immediate supervisor prior to the time set for commencement of they/them/their work shift, or as may be specified by the Department Head. Failure to do so without good reason may result in that day of absence treated as a leave of absence without pay. After an employee has used one-half of their annual accrued paid sick leave in a calendar year, for any absence of three (3) days or less, a physician's certificate may be required. For absences of more than three (3) days, and prior to returning to work, the employee shall file with the Personnel Office a verification from a licensed health care provider, or other

evidence satisfactory to the District, confirming the need for the time off and releasing the employee to return to work without restriction.

On or about December 1st of each year, the sick hours accrued, but not used, during the preceding year will be transferred to an accumulated or qualification account. After an employee has accumulated two hundred forty (240) hours of sick leave in this account, the employee will be eligible to receive a cash payout of unused sick leave. The maximum amount of sick leave an employee may accrue is four hundred (400) hours and payment for such accrued and unused sick leave will be as follows:

- (1) Employees who have accrued more than two hundred forty (240) hours, but fewer than four hundred (400) hours of sick leave:

During the month of December, employees who have fewer than four hundred (400) hours of accrued sick leave as of December 1, will receive a cash payment at the employee's then hourly rate of pay for three-quarters (3/4) of any current accrued sick leave accumulated in their account, which exceeds the two hundred forty (240) hour qualification level.

- (2) Employees who have accrued more than four hundred (400) hours of sick leave:

In December of each year, if it is determined by the Finance Department that an employee will still have an excess of four hundred (400) hours of accrued sick leave following the sick leave buyout, the employee will then receive a cash payment of 100% of the employee's current accrued and unused sick leave accumulated in excess of four hundred (400) hours at the employee's then hourly rate of pay.

- (3) Employees who have accrued over four hundred (400) hours as of October 31, 2011:

Those employees who, as of October 31, 2011, have an accrued sick leave balance in excess of four hundred (400) hours are exempted from this provision at this time and the accrued sick leave they have accumulated will remain in their accounts. However, in December of each year, those employees will receive a cash payment at the employee's then hourly rate of pay for all sick leave that the employee has accrued that calendar year as long as they have an excess of four hundred (400) hours of accumulated sick leave.

In subsections (1-3) above, the employee also has the option of placing such funds in they/them/their deferred compensation account or 401-A plan account, pursuant to state and federal deferred compensation limits and regulations.

The remaining one-quarter (1/4) of the current sick leave over the two hundred forty (240) hour but less than the four hundred (400) hour qualification level will then be placed in the long-term sick leave account and will not be considered in any future annual sick leave cash payout under the preceding paragraph.

- a. Upon termination of employment with the District, employees shall be entitled to a sick leave payoff, based upon a percentage of the qualification account as defined above, as follows; provided, however, that in all events, as consideration for personal leave provided under subsection (i), below, the first twenty-four (24) hours of any accrued sick leave shall be paid out at one hundred percent (100%):

1)	Termination by the District	25%
2)	Voluntary Resignation	50%
3)	Death of the Employee	100%
4)	Retirement Options:	
	A. Cash payoff	100%
	B. Placement in deferred compensation account	100%

C.	Retirement Service Credit	100%
D.	Placement in preauthorized 401-A plan account	100%

- b. The District shall maintain all sick leave records and shall make the determination for annual cash and all other payments.
- c. Upon retirement the employee may elect to receive a cash payoff, defer the cash payoff up to the maximum amount allowable by law into the employee's deferred compensation account and/or place funds in 401-A plan account in accordance with the employee's pre-authorized final pay election.
- d. The employee may also elect to receive CalPERS retirement service credit with the unused and accrued sick leave hours in lieu of receiving financial compensation.
- e. Upon the death of an employee, sick leave shall be paid in full to the employee's beneficiary.

Except as provided otherwise in this section, employees do not receive compensation for any unused, accrued paid sick leave at the time of separation of employment, except that up to twenty-four (24) hours of accrued sick leave shall be payable at separation of employment as consideration for the personal leave provided in Section I, below. However, if an employee is re-hired with the District within twelve (12) months of the previous separation of employment, the District will reinstate up to six (6) days or forty-eight (48) hours of previously accrued but unused paid sick leave at the time of re-hire to the extent such amount was not otherwise cashed out as provided in this section.

d. **Personal Leave**

Up to twenty-four (24) hours of accrued annual sick leave may be used for personal leave in increments of less than eight (8) hours with the prior approval of the employee's Department Head. Personal leave requests for a duration of eight (8) hours or more may be granted upon approval of the Department Head and the General Manager or designee. Additional personal leave in excess of the twenty-four (24) hour maximum is subject to the approval of the General Manager/Designee.

e. **Vacation Leave**

All full-time employees shall accrue paid vacation leave as provided herein. Vacation leave shall accrue on a monthly basis and shall be prorated when an employee begins or terminates employment in the middle of a month.

- 1. Employees shall be granted annual vacation leave at a minimum rate of eighty (80) hours per year during the first year of employment upon completion of six (6) consecutive months' service. Thereafter, the employee shall accrue vacation at the rate of eight (8) additional hours per month for each full year of employment to a maximum of two hundred (200) hours per year for employees hired on or before August 1, 2017. Employees hired after August 1, 2017 shall accrue vacation at a rate of eight (8) additional hours per month for each full year of employment to a maximum of one hundred sixty (160) hours per year.

Each employee's maximum accrual shall be limited to 250 hours.

- 2. During the last pay period of the calendar year, the hours in excess of the maximum accrual will be placed in the employee's 401-A plan account at the employee's then hourly rate of pay.

If the employee does not want those funds to be placed in the 401-A plan account, the employee must either use the hours in excess of the maximum accrual or, must have, prior to the end of the previous calendar year, followed the stipulated procedures of the Vacation Pay In Lieu Program.

3. Under special circumstances, the General Manager/Designee may allow an employee the use of forty (40) hours vacation after six (6) months of employment, and may authorize the advance of vacation hours earned or may approve accrual in excess of the maximum allowed provided the employee submits a written request.
4. The needs of the District and the needs of the employee will be considered in the scheduling of vacation time. Vacation schedules shall be developed by employees, based on the needs of the District. Changes to approved vacations must be authorized by the Department Head and/or General Manager/Designee.
5. Requests for vacation must be submitted in advance of the proposed vacation date.
6. Employees submitting a Vacation Pay in Lieu Request must comply with the provisions of the approval process in the Vacation Pay in Lieu Program and shall maintain a minimum balance of forty (40) hours of accrued vacation before such request may be considered.
7. At termination of employment, including discharge, retirement, voluntary resignation, layoff, or death of the employee any earned but unused vacation credit will be paid in a lump sum to the employee, deposited into the employee's deferred compensation account at they/them/their then hourly rate of pay or placed in a 401-A plan account in accordance with the employee's final pay election. The Accounting Department shall keep a detailed record of such earned vacation time.

6. Pension Plan

The District participates in the Federal Social Security System and is a contracting member of the California Public Employees Retirement System ("CalPERS"). Effective January 1, 2003, the Social Security reimbursement benefit is hereby limited to qualifying employees of record as of that date or as may otherwise be approved by the General Manager.

Qualifying employees of the District shall be enrolled as members of CalPERS in accordance with applicable law. An employee's CalPERS retirement benefit formula is determined generally by hire date and subject to the provisions and restrictions of the Public Employees Retirement Law ("PERL") and the District's contract with CalPERS.

CalPERS statutes, regulations and guidance provide the following relevant definitions:

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

To be eligible for a CalPERS service retirement with District medical benefits, in addition to the vesting requirements for retirement through CalPERS, the employee must also meet the District's vesting requirements, as stipulated in the District's Retiree Medical Vesting Schedule (Exhibit C).

All District employees, classified as Classic Members under the PERL, will be responsible for full payment of the "employee portion" of the District's CalPERS retirement cost, which shall be based upon the retirement formula held by the individual employee.

CalPERS members classified as "New Members" under the PERL, shall pay fifty-percent (50%) of the normal retirement cost as currently set forth by the CalPERS actuarial valuation prepared annually by the CalPERS actuary staff and will be responsible for any future increased payments as determined by the same process.

7. Education and Tuition Reimbursement

The District shall reimburse employees up to a maximum of \$8,500.00 per calendar year for the cost of tuition, registration, books, parking, and other related educational fees when completing job related professional improvement courses provided that:

- a. The employee has obtained the prior approval of they/them/their Department Head and the General Manager or designee.
- b. The employee receives a minimum grade of "B" and submits proof thereof. If the final course grade is a "C" and proof is submitted thereof, the employee shall receive 75% of the allowed reimbursable amount. Any grade lower than a "C" shall not qualify for any reimbursement.
- c. The course work is not generally a requirement to fulfill the minimum educational requirements of the employee's position.
- d. The employee submits the estimated tuition cost in writing to they/them/their Department Head by March prior to the upcoming fiscal year.

If a mid-management employee is interested in registering for job related professional courses, but is unable to pay the tuition fees at the time of registration due to financial hardship, the employee may submit a written request to the District to pay the employee's fees and, pursuant to written agreement prepared by the District and signed by the employee, pledge they/them/their accrued leave hours as collateral until the successful completion of the course(s). Participants must have enough accrued leave at the time the request is made to guarantee payment of the tuition if a satisfactory grade is not received. If termination of employment occurs, or if the employee does not complete the course.

Specific approval for college level courses outside of the traditional classroom instructional setting must be authorized by the General Manager/Designee.

Courses must be taken on an employee's own time.

The employee will not be reimbursed for training the employee has already received.

If an employee resigns or is terminated for any reason prior to completing a course and/or receiving a grade, there shall be no obligation on the part of the District to reimburse any part of the expense.

Upon successful completion of the course, in order to receive reimbursement, it shall be the responsibility of the employee to provide a copy of the official grade report and receipts for payment of approved reimbursable expenses.

C. Severability:

If any portion of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

EXHIBIT A

Position Classification

Position

Customer Service Manager	Exempt
Engineering Manager	Exempt
General Services & Procurement Manager	Exempt
Information Technology Manager	Exempt
Operations Manager	Exempt
Accounting Supervisor	Non-Exempt
Construction Inspection Supervisor	Non-Exempt
Customer Service Supervisor	Non-Exempt
Engineering Supervisor	Non-Exempt
Field Supervisor	Non-Exempt
Water Production Supervisor	Non-Exempt

The District shall conduct a salary survey in March of 2027 for the above positions. Salary ranges shall be adjusted in accordance with the market average using predesignated water agencies for salary survey information and such other reliable data as may be available to the District. If any District salary range proves to be compensated at a range higher than the market average as determined by the District, no adjustment shall be made. If, however, a salary range change is determined to be appropriate, all changes shall be implemented according to the parity adjustment schedule.

EXHIBIT B

**WALNUT VALLEY WATER DISTRICT
MID MANAGEMENT EMPLOYEES
PARITY ADJUSTMENT INCREASES
FOR TERMS & CONDITIONS OF EMPLOYMENT
PERIOD ENDING JUNE 30, 2027**

There were no parity adjustments for this contract period.

EXHIBIT C

**WALNUT VALLEY WATER DISTRICT
MID MANAGEMENT EMPLOYEES
RETIREE MEDICAL INSURANCE BENEFITS
VESTING SCHEDULE**

GROUP A - District Contribution for Employees on Payroll as of February 28, 1989

For employees who were on the District's payroll as full-time employees as of February 28, 1989 who have been continuously employed by the District since that time, and who retire, the District will provide the fully paid retiree medical insurance coverage premium for the retiree , they/them/their spouse, and dependents as shown on District records at the time of the employee's retirement. This will include reimbursement of payment for Medicare Option B for both the retiree and they/them/their eligible spouse upon the attainment of age sixty-five (65) and after submitting verification to the District of official enrollment in Medicare Option B.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA JPIA or the District's current health insurance provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP B - District Contribution for Employees Hired on or after March 1, 1989

For employees who were hired on or after March 1, 1989, who retire and who have worked for the district a minimum of five (5) consecutive years prior to retirement, and who are at least age fifty (50) at the time of retirement, the District will provide the fully paid medical insurance coverage premium for the for the retiree . Coverage for the retiree's spouse as shown on the District records at the time of the employee's retirement will be offered under the following vesting schedule of service to the District:

Years of Service:	Percentage of Spousal Coverage:
10	50%
15	75%
20	100%

This will include reimbursement of Medicare Option B for both the retiree and they/them/their eligible spouse upon the attainment of age sixty-five (65) and after submitting verification of enrollment in Medicare Option B. If the employee does not meet the services/vesting criteria for spousal coverage, the retiree may elect to continue spousal and/or dependent coverage on a voluntary basis for all other health coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any premium obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates, it will not be reinstated.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA JPIA or the District's current health insurance provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP C – District Contribution for Employees Hired on or after July 1, 2005

For employees hired on or after July 1, 2005, who retire from the District, who have worked a minimum of ten (10) full time (or the equivalent) consecutive years prior to retirement, and who are at least age fifty (50) at the time of retirement, the District will provide the fully paid medical insurance coverage premium for the for the retiree . Coverage for the retiree’s spouse as shown on the District records at the time of the employee’s retirement will be offered under the following vesting schedule of service to the District:

Years of Service	Percentage of Spousal Coverage:
10	50%
15	75%
20	100%

This will include reimbursement of Medicare Option B for both the retiree and they/them/their eligible spouse upon the attainment of age sixty-five (65) and after submitting verification of enrollment in Medicare Option B. If the retiree does not meet the services/vesting criteria for spousal retiree coverage, the retiree may elect to continue spousal and/or dependent coverage on a voluntary basis for all other health coverages offered. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any premium obligation in arrears for a period of ten (10) days or longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates, it will not be reinstated.

Aside from the eligible reimbursement for Medicare Option B, the District will only pay the cost of the medical premium payable to ACWA JPIA or the District’s current health insurance provider. No other health care costs, fees, charges, or taxes will be covered or reimbursed.

GROUP D – District Contribution for Employees Hired on or after July 1, 2014

For employees hired on or after July 1, 2014, who retire from the District, who have worked for the District a minimum of twenty (20) consecutive years prior to retirement, who are at least age fifty-two (52), the District will provide 100% retiree only coverage premium of the least cost health, dental and vision plans on District record at the time of the employee's retirement. For employees who are at least age fifty-two (52), but have worked and retire from the District after twenty-five (25) years of consecutive service to the District prior to retirement, the District will provide 100% retiree only coverage premium of any of the District plans offered at the time of the employee's retirement.

Upon reaching age sixty-five (65), the retiree will be required to sign up for Medicare, which includes Options A and B. No reimbursement will be provided for any costs associated with that mandatory coverage and no other health care costs, fees, charges, or taxes will be covered or reimbursed.

If, at the time of retirement, the retiree wishes to continue coverage of they/them/their spouse and/or eligible dependents as shown on District record at the time of retirement, coverage for such spouse and/or dependents will be at the retiree’s sole cost. A retiree who elects to continue spousal and/or dependent coverage will be responsible for payment of all premiums for continuation of such coverage, and any premium obligation in arrears for a period of ten (10) days longer will result in cancellation of spousal and/or dependent coverage(s) in the same manner set forth in this article governing premiums in arrears for full-time employees. Once coverage is dropped or otherwise terminates , it will not be reinstated.

Exhibit D

**WALNUT VALLEY WATER DISTRICT
BENEFITS GUIDELINE FOR PART-TIME ACTIVE AND RETIRED EMPLOYEES
MID-MANAGEMENT**

Accrued Leaves:

Leave	Percentage of Full Time Hours (Hours)					
	100 (40)	90 (36)	80 (32)	60 (24)	50 (20)	<50 (20)
Vacation	100	90	75	50	25	0
Sick*	100	90	75	50	25	1 Hour for Every 30 Hours Worked
Holiday	100	90	75	50	25	0
Bereavement	100	90	75	50	25	0

*Note:

Pursuant to California’s Paid Sick Leave Law (AB 1522) and the sick leave provisions of these Terms and Conditions of Employment, temporary employees and part-time employees working less than 20 hours per week are entitled to begin accruing one hour of sick leave for every thirty (30) hours worked and may begin using their accrued sick leave on the 90th day of employment. Part-time employees working greater than twenty (20) hours per week are subject to the leave benefits guidelines outlined above.

Retired annuitants employed by the District are not eligible for any of these accrued leaves.

Cost of Living Adjustments:

Base salaries used for calculating hourly pay rates shall be adjusted annually in accordance with the Terms and Conditions of Employment for the Mid-Management Employees Unit.

Partial Service Retirements Only:

On June 24, 2008, following Board approval, the CalPERS Partial Service Retirement was included as one of the Class 3 benefit options for District employees. An employee must receive prior approval from the District and CalPERS in order to be eligible for this benefit.

Health/Life Insurance:

Benefits will be provided to employees/retirees in accordance with Section B-3 Health/Life insurance of the Mid-Management Terms and Conditions of Employment and Exhibit C – Mid-Management Retiree Medical Insurance Benefits Vesting Schedule.