

# EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Robert Liebmann (Plant Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 16 day of December 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Robert Liebmann, (“Employee”) both of whom understand as follows:

## WITNESSETH

WHEREAS, Employer desires to employ the services of Robert Liebmann as Plant Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Plant Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

## TERMS

### Section 1: Duties

A. Employer hereby agrees to employ Robert Liebmann as Plant Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Plant Manager.

B. The Plant Manager shall be in charge of and responsible for the operation and management of the Treatment Plant, Laboratory, Reclamation Area, and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Plant Manager job description. The Plant Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours. Employee is

entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

### **Section 2: Term**

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as Plant Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

### **Section 3: Salary**

A. Employer agrees to initially compensate Employee the salary identified in Plant Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee is entitled to receive a longevity step calculated at the beginning of their 7<sup>th</sup> year of employment with the District. The longevity step shall be 5.0% of base salary.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the “management bargaining unit” are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Plant Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first period that encompasses July 1, 2021, the Employee’s compensation will be \$17,429 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

#### **Section 4: Performance Evaluation**

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as Plant Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Plant Manager.

#### **Section 5: Management Benefits**

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and

from work. Reasonable personal use is allowable. If Employee ceases to be Plant Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1<sup>st</sup> of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on board approved General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

### **Section 6: Professional Development**

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions

necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

#### **Section 7: Termination of Agreement and Severance Pay**

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of



Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

### **Section 8: Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District  
100 Lucas Valley Road, Suite 300  
San Rafael, CA 94903

Robert Liebmann  
75 Rockrose Way  
Novato, CA 94945

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 9: General Provisions**

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

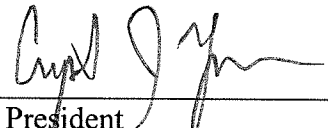
F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.


H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.


IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: 12/29/21

  
\_\_\_\_\_  
Board President  
Las Gallinas Valley Sanitary District

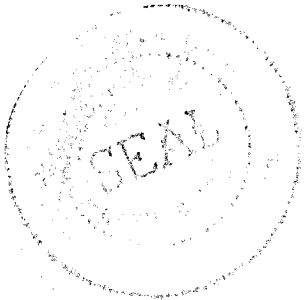
Dated: 12-6-2021

  
\_\_\_\_\_  
Robert Liebmann

ATTEST:  
  
\_\_\_\_\_  
Teresa Lerch  
District Secretary

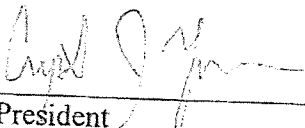
APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Byers, Attorney for  
Las Gallinas Valley Sanitary District




IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

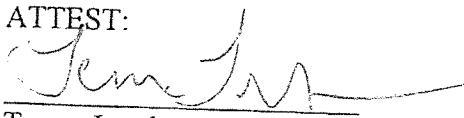
Date: 12/29/21

  
\_\_\_\_\_  
Board President  
Las Gallinas Valley Sanitary District

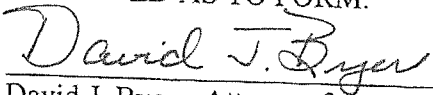
Dated: 12-6-2021

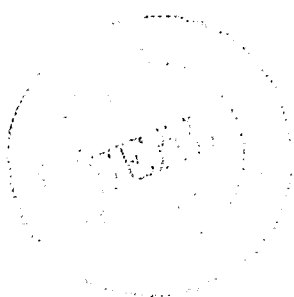
  
\_\_\_\_\_  
Robert Liebmann

ATTEST:

  
\_\_\_\_\_  
Teresa Lerch  
District Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David J. Byers, Attorney for  
Las Gallinas Valley Sanitary District



**LAS GALLINAS VALLEY SANITARY DISTRICT**

**February 2021  
FLSA: EXEMPT**

**PLANT MANAGER**

**DEFINITION**

Under general direction of the General Manager, plans, organizes, coordinates and manages operations and maintenance of the wastewater treatment and recycled water and reclamation facilities; serves as Chief Plant Operator; serves as a liaison and coordinates assigned activities with other District personnel and external agencies to ensure compliance with reporting requirements; works collaboratively with the Environmental Services Manager and Collection System/Maintenance/Safety Manager; provides responsible and complex administrative and operational assistance to the General Manager; and performs related work as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

**CLASS CHARACTERISTICS**

This is a management classification responsible for planning, organizing and managing plant operations and maintenance staff, projects and programs. The incumbent is responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures, reporting, compliance and program evaluation. Incumbents serve as a professional resource for organizational, managerial and operational analyses and studies. The incumbent is accountable for accomplishing operations goals and objectives and for furthering District goals and objectives within general policy guidelines.

**EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)**

*The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.*

- Assumes managerial responsibility for all operations and maintenance for the wastewater treatment and recycled water and reclamation facilities; serves as the District's Chief Plant Operator.
- Participates in the development and implementation of goals, objectives, policies and priorities for the District; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures while ensuring financial, regulatory and legal requirements are met.

- Selects, trains, motivates and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and administers the department's budget; directs the forecast of additional funds needed for staffing, equipment and supplies; directs the monitoring of and approves expenditures; purchases supplies and equipment; maintains adequate inventory of supplies, tools and equipment to efficiently operate and maintain the District's facilities and equipment.
- Develops and manages requests for proposals for professional and/or contracted services; evaluates proposals and recommends award; prepares and negotiates contracts; administers contracts and oversees consultants and contractors to ensure compliance with District standards, contract specifications and service quality.
- Participates in the development and administration of the District's Capital Improvement Program (CIP), including planning, prioritizing and scheduling long-term capital improvement and Renewal & Replacement maintenance projects in coordination with the General Manager and other management staff.
- Participates in the design, engineering, construction and field inspection processes for District CIP and maintenance projects; attends pre-construction and construction status meetings; develops and reviews plans and specifications and recommends changes as appropriate to meet operational needs.
- Coordinates activities with other District departments and legal counsel and those of outside agencies regarding standards, easements and leases as may be required.
- Meets and confers with contractors, engineers, developers, architects, outside agencies and the general public in acquiring information and coordinating operations and maintenance projects, programs and services; provides information regarding District requirements.
- Manages the development and implementation of various operations and maintenance programs, including alternative energy/sustainability, treatment plant related emergency preparedness and response and asset management programs.
- Works closely with the Collection System/Maintenance/Safety Manager on developing and implementing a comprehensive preventative maintenance program and coordinating corrective maintenance and repair activities and projects.
- Works closely with the Environmental Services Manager to ensure compliance with federal, state, and local regulatory requirements including National Pollutant Discharge Elimination System (NPDES) permit; ensures compliance with operating parameters; provides operations data to the Environmental Services Manager for regulatory reporting purposes.
- Represents the District and makes presentations to governmental, regulatory or private organizations, professional groups and the public; assists in coordinating public tours of District facilities.
- Prepares a variety of written correspondence, reports, procedures and other written materials.

- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect programs and projects; implements policy and procedural changes as required.
- Attends Board of Director and committee meetings as required; prepares and presents staff reports and agenda items for consideration by the Board; serves as advisor to the General Manager and Board on District operations matters; assists the General Manager in carrying out directives of the Board of Directors.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Performs related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of wastewater treatment and recycled water and reclamation facilities program management.
- Basic principles of laboratory and environmental services programs.
- Principles and techniques of capital improvement and Renewal & Replacement maintenance project design, construction, inspection, funding and long-term maintenance.
- Principles and practices of project management, budgeting and contract administration.
- General principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis and evaluation of programs, policies and operational needs of the assigned functional area.
- Applicable federal, state and local laws, regulatory codes, ordinances, policies and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.
- Technical, legal, financial and public relations associated with the management of wastewater operations and maintenance projects and programs.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- Modern equipment and communication tools used for business functions and program, project and task coordination, including computers and software programs relevant to work performed.



**Ability to:**

- Develop and implement goals, objectives, policies, procedures and work standards.
- Plan, organize, administer, coordinate, review and evaluate a comprehensive wastewater and recycled water and reclamation operations programs.
- Plan, organize, assign, review and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in processes and procedures.
- Analyze laboratory results and operations data to determine root cause of problems and recommend process optimization changes.
- Prepare, understand and interpret construction plans, designs, specifications and related documents.
- Interpret, apply, explain and ensure compliance with federal, state and local policies, procedures, laws and regulations.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations and in meetings with individuals.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Prepare clear and concise reports, correspondence, procedures and other written materials.
- Establish and maintain a variety of filing, record keeping and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

**Education and Experience**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from an accredited four-year college or university with major coursework in environmental engineering, environmental science, biology, chemistry, business or public administration or a closely related field and five (5) years of increasingly responsible experience managing and/or supervising wastewater treatment plant operations and maintenance.

**Licenses and Certifications:**

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.

- Possess and maintain a valid Grade IV or Grade V Wastewater Treatment Operator certificate issued by the State Water Resources Control Board (SWRCB).

### **PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in a wastewater treatment plant setting and in the field; strength, stamina and mobility to perform light physical work, to work in confined spaces, around machines, to climb and descend ladders and to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves walking in operational areas to identify problems or hazards and to conduct field inspections of projects and work sites. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate tools and equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work in and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 30 pounds.

### **ENVIRONMENTAL ELEMENTS**

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees also work in a wastewater treatment plant and in the field and are exposed to pollen, dust, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspaces, chemicals, mechanical, and/or electrical hazards and hazardous physical substances and fumes.

### **OTHER REQUIREMENTS**

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



**Las Gallinas Valley Sanitary District**  
**Salary Pay Schedule as of July 1, 2021**

EXHIBIT B

	Monthly Salary							
	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity 5% <sup>(2)</sup>	Longevity 3% <sup>(3)</sup>	Longevity 2% <sup>(4)</sup>
<b>Full Time Positions</b>								
Plant Manager	14,339	15,056	15,809	16,600	17,429	18,301	18,850	19,227

**How to Use this Pay Scale:** Steps 1 through 5 are the regular levels for all positions.

- (1) Represented employees in entry level classifications and unrepresented employees hired after 7/1/2016 are not eligible for longevity pay.
- (2) Longevity Pay equal to 5% of salary is given beginning on the 7th year of employment, longevity shown is for employees at top regular step 5.
- (3) Additional Longevity Pay equal to 3% of salary is given beginning on the 11th year of employment, longevity shown is for employees at top regular step 5.
- (4) Additional Longevity Pay equal to 2% of salary is given beginning on the 16th year of employment for management hired prior to 7/1/2016.

Resolution No. 2021-2234

Adopted \_\_\_\_\_

Las Gallinas Valley Sanitary District Exhibit C  
 Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group  
 July 1, 2021 to June 30, 2023

In addition to the benefits specifically discussed in the employment contracts, the following benefits offered to the members of the OE3 bargaining unit will apply:

Benefits	Section (in MOU)	Summary	
<b>Holidays</b>	15.1	11 days per year	
<b>Max Vacation Accrual</b>	15.2	272 hours	
<b>Vacation Time Awarded</b>	15.2	Years 1-3	14 days
		Years 4 to 10	19 days
		Years 11 to 15	22 days
		Years 16+	24 days
		A one-time 5-day vacation bonus is given after 20 years of service	
<b>Vacation Cash-Out</b>	Per contract	Cash-out 80 hours twice-yearly, with a minimum balance remaining of 40 hours	
<b>Administrative Leave</b>	Per Contract	<b>Exempt Management Employees Only</b> Lump sum of 80 hours reset each year on July 1st	
<b>Admin Leave – Safety Award</b>		4 hours added to leave bi-annually if No Accidents in the Plant	
<b>Sick Leave</b>	15.4	Accrue (1) 8-hr day a month – No Cap	
		After 3 Years – If you Resign - 50% Cash Out	
		After 3 Years – If you Retire – 50% Cash Out 50% CalPERS Service Credit	
<b>Cell Phone</b>	Per Contract	Reimburse for Cell purchase with Cap	
		Reimburse one personal cell line monthly costs	
<b>Auto Allowance</b>	Per Contract	Allowance Reimbursement or use of District Vehicle	
<b>Technology</b>	Per Contract	Reimbursed for iPad or Laptop – Limit of \$1,347 – Administrative Policy A-03.	
<b>Longevity Pay</b>	Per Contract	<b>Employees Hired prior to 7/1/2016 Only</b> After 6 years – 5% After 10 years – 3% After 15 years – 2%	
<b>Medical Cafeteria Plan</b>	17.1/17.2	PERS Health Plan	
<b>LGVSD Contribution</b>		Kaiser family rate	
<b>EE Contribution</b>		Excess monthly cost for plan over Kaiser plan	
<b>Dental</b>	17.3	Annual cap of \$3,000 per covered individual after applicable co-pay	
<b>Vision</b>	17.4	VSP	
<b>LGVSD Contribution</b>		50% of the cost	
<b>EE Contribution</b>		50% of the cost	

Note: This summary is for administrative convenience only, if there is a discrepancy between the information in the table and contract, the contract will apply.

Las Gallinas Valley Sanitary District Exhibit C  
 Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group  
 July 1, 2021 to June 30, 2023

<b>Waive District Health Insurance</b>	Per Contract	On proof of coverage, a \$250 reimbursement per month.
<b>Life/AD&amp;D Insurance</b>	17.6	1 x Salary up to \$50,000
<b>Long-term Disability</b>	17.10	66.67% of monthly salary up to \$15,000 of salary
<b>Deferred Comp 457</b>	18.1	Voluntary – EE pays
<b>CalPERS Retirement</b>	18.1	Classic Employees – 2.7% at 55, highest year, EE pays 8% pretax PEPRA Employees – 2% at 62, final 3 years of compensation; EE pays 8% pre-tax; salary limit of \$128,059 as of CY 2021, adjusted annually.
<b>Retiree Medical</b>	18.2.2	<b>Hired pre-1/1/03:</b> State one party rate employee only; 5 year vesting  <b>Hired post 1/1/03 and pre-7/1/2014:</b> State 100/90 plan EE, EE + sp, EE + dependents; 10 years PERS service 50% vested, 20 years PERS service 100% vested, 5 years with LGVSD
	18.3	<b>Hired after 7/1/2014:</b> 10 years of District service, 50% vested, 100% vested at 20 years of District service. Employee only coverage based on the One Party State Rate.
<b>Boot Allowance</b>	19	Annual \$300, as of 7/1/2021 to eligible employees
<b>Prescription Safety Glasses</b>	19	Every two years \$305, as of 7/1/2021 to eligible employees

**Note:** Employees of the Unrepresented Bargaining Group do not have rights under the MOU as they pertain to discipline, discharge or employment status. Reference to the MOU sections in this document in terms of defining benefits offered to this group is for convenience only.

Note: This summary is for administrative convenience only, if there is a discrepancy between the information in the table and contract, the contract will apply.