EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Amy Schultz (Administrative/Financial Specialist - Confidential)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 16 day of 12021, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and Amy Schultz, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Amy Schultz as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District; and WHEREAS, this position is identified in the codified Ordinance Code of the Las Gallinas Valley Sanitary District as Title 1, Chapter 5; 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 Administrative/Financial Specialist - Confidential 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: Confidential Nature of Position

This position is authorized by Title 1, Chapter 5 of the Ordinance Code of the Las Gallinas Valley Sanitary District. The position is confidential and Employee shall maintain all information as confidential as required by the Ordinance.

Section 2: Duties

- A. Employer hereby agrees to employ Amy Schultz as Administrative/Financial Specialist Confidential 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 Administrative/Financial Specialist Confidential.
- B. The Administrative/Financial Specialist Confidential shall meet all job duties as described in the attached Exhibit "A". The Administrative/Financial Specialist Confidential shall do and perform all services, acts, and functions necessary to conduct 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 Administrative Services Manager and as outlined in the Administrative/Financial Specialist Confidential job description.
- 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 her employment which requires close proximity to Employer's facilities, Employee agrees to maintain her permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

- A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative/Financial Specialist Confidential 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 her 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 based on the appropriate salary step identified in the Administrative/Financial Specialist Confidential Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.
- B. Prior to or within one month of her anniversary date, the Administrative Services Manager shall review the performance of Employee and, with the authorization of the General Manger, may increase Employee's salary in accordance with the Step Schedule described in Administrative/Financial Specialist Confidential Salary Schedule.
- C. 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).
- D. Effective the pay period that encompasses July 1, 2021, the Employee's compensation will be \$8,959 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2021.
- E. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

Section 4: Performance Evaluation

The Administrative Services Manager shall review and evaluate the performance of the Employee at least once annually, beginning with her first anniversary date as Administrative/Financial Specialist - Confidential. 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 Administrative/Financial Specialist - Confidential.

Section 5: 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.
 - i. The District contracts with the California Public Employee's Retirement System for its retirement program. The District's contract with the California Public Employee's Retirement System for "New Members" are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation. In consideration for the Supplemental Wage Increase outlined in Section 3, Paragraph G, New Members shall pay a minimum of 50% of the normal cost as required by PEPRA, or the classic employee's contribution rate, whichever is higher.

Section 6: Professional Development

Employee shall receive make efforts to continue her performance development. Employee shall obtain the General Manager's prior approval for any expenses for professional development. The General Manager's determination for such expenses are solely within his discretion.

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 her 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 one month 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, compensatory 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:

General Manager Las Gallinas Valley Sanitary District 101 Lucas Valley Road, Suite 300 San Rafael, CA 94903

Amy Shultz 956 Edwards Ave Santa Rosa, CA 95401

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 its 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

Date: 12/6/24

Amy Schultz

ATTECT.

Teri Lerch

District Secretary

Seal

APPROVED AS TO FORM:

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

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.

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Date: (2/2-9/2-1)

Board President

Las Gallinas Valley Sanitary District

Date: 12/6/24

Amy Schultz

ATTEST:

Teri Lerch

District Secretary

Seal

APPROVED AS TO FORM:

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

LAS GALLINAS VALLEY SANITARY DISTRICT

February 2021 FLSA: NON-EXEMPT

ADMINISTRATIVE/FINANCIAL SPECIALIST

DEFINITION

Under general supervision of the Administrative Services Manager, performs a variety of specialized and technical duties in support of the District's accounting, finance, audit and human resources programs; assists the Administrative Services Manager in planning, coordinating and implementing accounting, finance, administrative and human resources projects; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Administrative Services Manager. Exercises no direct supervision of staff.

CLASS CHARACTERISTICS

Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgement to perform technical and programmatic work requiring the interpretation and application of policies, procedures and regulations and involving frequent contact with staff and the public, as well as performing various research functions. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness and conformity to policy and requirements. This class is distinguished from the District Administrative Secretary in that the latter serves as the Secretary to the Board of Directors and does not handle financial nor Human Resources matters.

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.

- Performs a variety of specialized and technical accounts receivable and accounts payable duties, including verifying, posting, balancing, adjusting and maintaining accounting and financial records according to established policies and procedures.
- Creates new vendor accounts; obtains necessary information and paperwork from vendors; tracks and processes approved purchase orders; reviews invoices and reports for accuracy and appropriate authorization; ensures that funds are budgeted and available and prepares documentation for payment; enters and verifies data into the automated accounts payable system to produce payment.

- Processes payments by referencing chart of accounts to code bills, matching bills to purchase orders, coordinating signature approval, preparing documentation for payment, generating payments by check, direct deposit or online, and preparing payments for mailing and files copies with backup.
- Receives vendor inquiries via telephone, fax or mail; resolves any issues, problems or requests using established procedures; prepares annual 1099 statements and uses tax refunds.
- ➤ Prepares invoices for permits, connection fees and other services as directed by the Administrative Services Manager.
- Assists with daily administration of bank accounts; prepares bank transfer paperwork for interfund and Local Agency Investment Fund (LAIF) transfers; initiates electronic funds transfer (EFT) and automated clearing house (ACH) payments as required; handles positive pay notifications from bank; maintains professional relationship with key bank contacts.
- Audits, verifies, codes and batches accounts payable transactions; reconciles credit card purchases; researches and resolves discrepancies and unauthorized purchases.
- Prepares warrant list for Board approval.
- Receives and reconciles revenues received; allocates payments to proper account; prepares documentation and coordinates management review and approval; records and submits journal entries; prepares and maintains deposit receipts.
- Prepares new hire packets and coordinates onboarding activities with management; sets up new employees with access to timecard system; meets with new employees upon hire to ensure a smooth transition into the work environment.
- Administers the District's multi-tiered employee benefits programs that include plans such as retirement, long-term disability, health, life, dental, vision and worker's compensation; sets up benefits for new employees and assists with enrollment in retirement programs; administers retiree health benefit program; maintains, reconciles and updates benefit enrollment and changes.
- > Prepares reports and payments for employee retirement benefits and other insurances.
- Assists in administering human resources and risk management programs, including recruitment and selection, classification and compensation and training and development.
- Assists in calculating sewer service user charges and assists in calculating same via the property tax rolls; prepares invoices for direct bill customers; responds to questions from customers; researches and reconciles variances in bills.
- Receives, reviews, verifies and processes time recording, payroll action and personnel transaction documents to prepare payroll for all District employees; audits documents for completeness, accuracy and compliance with rules and regulations.
- Processes payroll through electronic payroll processing system ensuring adherence to strict payroll deadlines; acts as administrative contact for management of payroll system; troubleshoots and adjusts payroll discrepancies identified; prepares and balances payroll reports and records; provides payroll reports to management as requested.
- Assists in maintaining the integrity of accounting and finance programs, including implementing and ensuring compliance with generally accepted accounting procedures.
- Assists in researching and preparing accounting, financial and statistical information and materials for various reports and year-end auditing process; compiles, reconciles and verifies information and assists in preparing various reports, schedules and statements such as the

- Comprehensive Annual Financial Report (CAFR), State Controller's Report and related financial, accounting and human resources reports.
- Notarizes legal documents by verifying the authenticity and witnessing the signing of such documents.
- Assists customers and staff by providing answers and information regarding specific account information, discrepancies and/or general accounting and human resources procedures; researches issues regarding specific transactions; and updates related files.
- Composes, types, formats and proofreads a wide variety of reports, letters, documents and correspondence; checks drafts for punctuation, spelling and grammar; suggests corrections.
- Maintains, updates and retrieves information from District record systems.
- Assists with a variety of administrative and customer support duties such as answering phones and maintaining office supplies.
- Attends and participates in professional group meetings related to financial administration and human resource activities that may affect assigned areas of responsibility; recommends modifications to assigned programs and District policies, procedures and ordinances.
- > Observes safe work methods and makes appropriate use of related safety equipment as required.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- > Terminology and practices of financial and account document processing and record-keeping, including accounts payable, accounts receivable and payroll.
- > Public agency finance and accounting functions, payroll processes and techniques.
- Basic practices and techniques of human resources administration including recruitment and selection, classification and compensation, training and development and workers' compensation.
- Basic benefit program principles and practices, including claims processing, benefits reporting and insurance/benefit plan record-keeping.
- Methods and techniques of posting journal entries.
- Cash handling techniques.
- Principles and practices of auditing financial documents.
- Applicable federal, state and local laws, regulatory codes, ordinances, policies and procedures relevant to assigned area of responsibility.
- > 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:

- Perform detailed accounting and financial support work accurately and in a timely manner.
- Provide technical and administrative support to the District's human resources management system and programs.
- Review financial documents for completeness and accuracy.
- Review, post, balance, reconcile and maintain accurate financial records.
- Make accurate arithmetic, financial and statistical computations.
- Establish and maintain a variety of filing, record-keeping and tracking systems.
- Follow and apply written and oral instructions.
- Prepare clear and accurate financial records.
- Exercise tact and diplomacy in dealing with sensitive and confidential personnel issues, employee information and employee situations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures and standards relevant to work performed.
- > Prepare clear and concise reports, correspondence, and other written materials.
- 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 an Associate degree from an accredited college with major coursework in accounting, finance, human resources management, public or business administration or a related field and two (2) years of increasingly responsible providing technical support to a fiscal program and/or increasingly responsible human resources program administrative experience.

Licenses and Certifications:

Possession of a valid California Notary Public license is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; 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. This is primarily a sedentary office classification, although

standing and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 30 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances.

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." Performance of job functions may involve extended workdays to attend Board meetings when directed by the General Manager or to meet project deadlines.



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

	Monthly Salary							
Full Time Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity	Longevity 3% (3)	Longevity 2% ⁽⁴⁾
Administrative/Financial Specialist	8,126	8,532	8,959	9,407	9,877	N/A	N/A	N/A

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	n No.	2021-2234
Ado	pted	

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	Summary		
	(in MOU)			
Holidays	15.1	11 days per year		
Max Vacation Accrual	15.2	272 hours		
Vacation Time Awarded	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		
Vacation Cash-Out	Per contract	Cash-out 80 hours twice-yearly, with a minimum		
		balance remaining of 40 hours		
Administrative Leave	Per Contract	Exempt Management Employees Only		
		Lump sum of 80 hours reset each year on July 1st		
Admin Leave – Safety		4 hours added to leave bi-annually if No Accidents in		
Award		the Plant		
Sick Leave	15.4	Accrue (1) 8-hr day a month – No Cap		
		After 3 Years – If you Resi	gn - 50% Cash Out	
		After 3 Years – If you Retire – 50% Cash Out 50%		
		CalPERS Service Credit		
Cell Phone	Per Contract	Reimburse for Cell purchase with Cap		
		Reimburse one personal cell line monthly costs		
Auto Allowance	Per Contract	Allowance Reimbursement or use of District Vehicle		
Technology	Per Contract	The state of the state of the state of φ1,5 17		
		Administrative Policy A-03.		
Longevity Pay	Per Contract	Employees Hired prior to 7/1/2016 Only		
		After 6 years – 5%		
		After 10 years – 3%		
Medical Cafeteria Plan	17.1/17.0	After 15 years – 2%		
Medicai Cafeteria Pian	17.1/17.2	PERS Health Plan		
LGVSD Contribution				
LGVSD Contribution		Kaiser family rate		
EE Contribution		Excess monthly cost for pla	n over Voicer mlan	
Dental	17.3	Annual cap of \$3,000 per co		
	1,,,,	applicable co-pay	svoica maividual affet	
Vision	17.4	VSP		
	1	. ~1		
LGVSD Contribution		50% of the cost		
EE Contribution		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

July 1, 2021 to June 30, 2023				
Waive District Health	Per Contract	On proof of coverage, a \$250 reimbursement per		
Insurance		month.		
Life/AD&D Insurance	17.6	1 x Salary up to \$50,000		
Long-term Disability	17.10	66.67% of monthly salary up to \$15,000 of salary		
Deferred Comp 457	18.1	Voluntary – EE pays		
CalPERS Retirement	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.		
Retiree Medical	18.2.2	Hired pre-1/1/03: State one party rate employee only; 5 year vesting Hired post 1/1/03 and pre-7/1/2014: 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	Hired after 7/1/2014: 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.		
Boot Allowance	19	Annual \$300, as of 7/1/2021 to eligible employees		
Prescription Safety Glasses	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.