

# CAMBRIA COMMUNITY SERVICES DISTRICT PAYMENT AND COMPENSATION PLAN MANAGEMENT AND CONFIDENTIAL EMPLOYEES



**MARCH 2024**

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The Payment & Compensation Plan covers the following Management & Confidential Employee positions: General Manager, Confidential Administrative Assistant, Administrative Department Manager, Fire Chief, Facilities & Resources Manager, Utilities Department Manager, Wastewater Systems Superintendent, Water Systems Superintendent, and Program Manager.

## **ARTICLE 1 - DEFINITIONS**

### **1.1 Definitions**

Definitions shall be as provided in the District's Personnel Policies, Procedures, and Rules.

## **ARTICLE 2 - HOURS OF WORK**

### **2.1 Workday and Workweek**

Employees work a 9/80 work schedule, Monday through Friday, consisting of a total of eight nine-hour days, one eight-hour day, and one Friday day off spread over a two-workweek period.

### **2.2 Work Schedule**

Due to the varying needs of the different departments of the District, work schedules in each department shall be as determined and subject to approval by the General Manager.

### **2.3 Pay Period**

Paydays shall be bi-weekly on alternate Fridays. If a payday falls on a holiday, checks will be issued on the last workday prior to the normal payday.

### **2.4 Rest Periods**

Each employee shall be entitled to two ten (10) minute rest periods per day, one before and one after the meal period at times.

### **2.5 Emergency Response**

In the event of a declared emergency, the General Manager or their designee shall have the authority to suspend all leave and notify all employees to return to duty.

## **ARTICLE 3 - FRINGE BENEFITS**

### **3.1 Holidays**

The following are paid holidays observed by this District:

New Year's Day	Martin Luther King Day	President's Day	Day after Thanksgiving
Memorial Day	Independence Day	Labor Day	Christmas Day
Columbus Day	Veterans' Day	Thanksgiving Day	

### 3.2 Other Holiday Provisions

- A. In lieu of Lincoln’s Birthday, Admissions Day, and half day for Christmas Eve/New Year’s Eve, twenty (20) hours of holiday time shall be provided to each employee employed by the District on July 1 of each fiscal year, provided the employee was employed by the District on, or before the previous January 1.
- B. Unless otherwise provided in the Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day listed.

### 3.3 Vacation

- A. Every full-time employee shall earn paid vacation at the prescribed rate below. Employees shall also earn vacation credit during any paid leave. The amount of paid vacation is earned at the following rate.

<b>Years of Service</b>	<b>Workdays</b>	<b>Number of Hours Per Year</b>
1 through the end of the 5 <sup>th</sup> year of service (60 months)	3.08 hours biweekly	80 hours per year
5 through the end of the 10 <sup>th</sup> year of service (120 months)	4.61 hours biweekly	120 hours per year
10 through the end of the 15 <sup>th</sup> year of service (180 months)	6.15 hours biweekly	160 hours per year
15 years or more (180 months plus one day)	7.69 hours biweekly	200 hours per year

- B. Vacation earned is accrued to the employee’s leave balances biweekly.
- C. During the initial probationary period (not promotional probation) a full-time employee will accrue vacation time to their account at the rate of 3.08 hours biweekly but may not use any accrued vacation time until probation has been satisfactorily completed. Exception to this limitation may be made by the General Manager.
- D. On June 30 of each year, an employee shall have on accrual no more than the number of vacation days they are entitled to earn in two years of employment. If an employee’s accrued vacation time exceeds such accrual limitation on June 30, the employee shall promptly be paid cash for the excess number of unused vacation days. An exception to the number of days carried over may be made at the discretion of the General Manager.

- E. An employee's proposed vacation schedule must be approved by their supervisor or General Manager two weeks in advance in order to ensure it does not unduly interfere with District operations. The General Manager may make an exception.
- F. Vacation cannot be taken before it is earned.
- G. An employee who has accrued vacation time will be entitled to cash payment for unused vacation leave upon separation from District service. Payment will be at the employee's current salary rate at the time of separation.
- H. The General Manager is authorized to provide an increase of accrual rates up to two (2) weeks annually (i.e., vacation or administrative leave).

### **3.4 Sick Leave**

- A. Each full-time employee will earn sick leave from the date of employment at the rate of 3.70 hours per biweekly pay period (96 hours/year). Unused sick leave may be accumulated without limit. Employees may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.
- B. Sick leave may be used for reasons such as personal illness or injury; required attendance of an employee upon a sick or injured spouse, child, or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the workday. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities that would negatively affect the employee's ability to return to work and perform the duties assigned.
- C. An employee requesting sick leave shall notify their supervisor or General Manager no later than one (1) hour before the time their work shift begins or immediately when taken ill during work hours. Failure to do so without good reason, as determined by their supervisor or General Manager, may result in that day of absence being treated as a leave of absence without pay. The employee, or the employee's designee, will first attempt to personally notify their supervisor or General Manager before utilizing voicemail, email, and/or text message to make the sick leave request.
- D. In the event that an employee has requested or taken sick leave for three (3) or more workdays, the District may require the employee to immediately, or as soon as possible, provide a physician's certificate as to the illness or injury, duration, the treatment recommended for it, and/or approval of the employee's intended return to work. However, the District may require such certification regarding sick leave use at any time, including when the District has reason to believe that sick leave is being abused. The General Manager may terminate or withhold said benefits if the employee fails to furnish satisfactory or non-falsified proof of illness or accident.
- E. An employee is subject to disciplinary action for abuse of sick leave, which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as

defined above, when they engage in work or other activities which negatively affect their ability to return to work, or when they furnish falsified proof of illness or accident.

- F. Excessive use of unprotected sick leave may be considered in establishing the performance rating. Unprotected sick leave is sick leave that is not used in connection with Family Sick Leave, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Examples of excess use may include whether an employee's sick leave use indicates a pattern of use on or around specific days of the week, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or of others.
- G. Upon termination of a full-time employee in good standing (i.e., resignation/retirement, excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), the employee will be paid for 50% of accumulated but unused sick leave, up to a maximum accrual of 720 hours. Therefore, the maximum that will be paid is  $50\% \times 720 \text{ hours} = 360 \text{ hours}$ .
- H. Twenty-four (24) hours of sick leave may be converted to vacation or pay if an employee uses no sick leave during the calendar year, provided that the employee was employed continuously from January 1 through December 31. The employee must request the conversion during January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.
- I. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour-for-hour basis and subject to the following conditions:
  - 1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated, or retires from the District within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible, and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.
  - 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave, and are suffering from a long-term illness or injury that will result in the loss of work for a period of at least twenty (20) consecutive working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child, or other immediate family member residing with the employee. The General Manager shall review, approve, modify, or deny requests for use of the "sick leave bank" based on the employee request and the criteria established in this section.
  - 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 3.10 of this Payment and Compensation Plan for State Disability Insurance, as well

as Worker's Compensation, provided, however, that the total compensation from these sources combined shall not exceed the employee's base salary.

4. The District reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1,056 hours or the amount of sick leave available in the "sick leave bank." Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank."

### **3.5 Leave of Absence**

- A. Each employee shall be eligible for bereavement leave without loss of salary, upon the death of any member of the immediate family. Please refer to CCSD Personnel Policies, Procedures & Rules regarding Bereavement Leave.
- B. Full-time tenured employees shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leave of absence will run concurrently with the CFRA or FMLA when applicable.
- C. Unpaid leave for illness or injury is available to full-time tenured employees for periods beyond that covered by an employee's accumulated sick leave. Such unpaid leave shall not exceed six (6) months.
- D. For full-time tenured employees, the General Manager may authorize up to ninety (90) calendar days of unpaid leave of absence upon determination that special circumstances warrant approval of such leave.
- E. During such authorized unpaid leave of absence as provided for in this Section 3.5, the employee's insurance benefits may be continued provided that the employee makes a written commitment to return to active service with the District by the end of the authorized leave of absence and the employee makes prior payment of all insurance premiums due during the leave of absence.
- F. If an employee does not return to active duty within the District by the end of the authorized unpaid leave of absence, then the employee will be considered as terminated from employment with the District.
- G. Ten (10) days of Administrative Leave shall be provided for each Management and Confidential Employee annually; forty (40) hours every July 1 and January 1. Unused Administrative Leave shall be paid off in June of each year.
- H. Employees who are called or required to serve as a trial juror upon notification and appropriate verification submitted to their supervisor shall be entitled to be absent from their duties with the District during the period of such service or while necessarily being present in court as a result of

such call. Please refer to CCSD Personnel Policies, Procedures & Rules regarding Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave.

- I. Other provisions of Administrative Leave policies are delineated in the District's Personnel Policies, Procedures, and Rules.

### **3.6 Health Insurance**

- A. Effective January 1, 2017, the District pays 85% of the health premiums currently in effect for employee & dependent coverage for the lowest cost plan available to district employees through CalPERS. The District payment is inclusive of the CalPERS minimum health contribution (PEMCHA minimum). In the event an employee elects higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- B. Employees hired after October 1, 2012, shall be eligible to receive retiree health contributions in an amount equal to the CalPERS minimum health contribution only.
- C. In the event legislation is passed allowing for local PERS agencies to reduce contributions for retiree health insurance coverage, all employees retiring after the effective date of such legislation shall be provided health insurance coverage at the same ratio as current employees. Employees retiring prior to such legislation shall have insurance coverage as currently provided.

### **3.7 Health Reimbursement Account**

- A. Regular employees, after completion of the probationary period, shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1. An approved third-party provider shall administer this program and shall conform to all applicable laws, rules, and regulations.
- B. Probationary employees shall become eligible for this benefit upon successful completion of twelve (12) months of service. The benefit is prorated for new employees and is not retroactive. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

Promotional probationary employees are covered under paragraph (i) above.

- C. This benefit extends into retirement for employees who were hired before July 1, 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1, 2006, will not be eligible for this benefit after separation from the District, whether through retirement, voluntary separation, or any other means.

### **3.8 Dental Insurance**

The District pays 90% of the dental premiums currently in effect for employee & dependent coverage for the lowest cost plan available to district employees.

### **3.9 Life Insurance**



A Group Life Insurance Plan will be provided for all regular employees working half-time or more with a \$25,000 life insurance policy for each full-time employee, a \$1,000 policy for each employee's spouse, and a \$1,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member, spouse, and dependent children.

### **3.10 State Disability Insurance**

The District shall provide for the integration of S.D.I. benefits with sick leave or vacation time on a pro-rata basis. This procedure shall not allow the employees to receive more than they would have received if the employee were on duty but shall allow the employee to receive a full salary for as long as their sick leave/vacation reserves allow through integration.

### **3.11 Deferred Compensation**

- A. The District offers a Deferred Compensation 457 matching monthly contribution of \$100.
- B. The District offers a 457(b) deferred compensation plan to eligible employees as part of their employee benefits and offers a 401(a) deferred compensation plan. Both plans allow for pre-tax contributions for tax-deferral purposes. While the employee can adjust individual contributions to their 457(b) deferred compensation plan, the District, as the employer, must specify the amount employees must contribute to their 401(a) deferred compensation plan, should the employee choose to participate.

### **3.12 Retirement**

#### **A. Non-Safety Employees**

The District provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through a contract with the California Public Employees Retirement System (CalPERS), as is currently provided. It may be integrated with the Federal Social Security Program, as is currently provided. The District shall provide the CalPERS 3% @ 60 retirement plan for covered employees hired prior to October 1, 2012, including single highest year computation and credit for unused sick leave. The District shall provide the CalPERS 2% @ 60 retirement plan for covered employees hired on or after October 1, 2012, up through December 31, 2012, including the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013, who are defined as "new members" under PEPRA, will be covered by the 2% @ 62 retirement plan and the 36 highest consecutive months' final compensation provision.

- B. All employees shall pay 100% of the PERS employee contribution. Employees receiving the 3% @ 60 retirement plan currently pay the 8% employee contribution, and employees receiving the 2% @ 60 retirement plan currently pay the entire 7% employee contribution, as determined by statute and CalPERS. All covered employees hired on or after January 1, 2013, who are defined as new members under PEPRA, will pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

#### **C. Safety Employees**

The CCSD provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through a contract with the California Public Employees Retirement System (CalPERS), as is currently provided. It may be integrated with the Federal Social Security Program, as is currently provided. The CCSD shall provide the PERS 3% @ 50 safety retirement plan for covered employees, including the single highest year computation, for all employees hired before December 28, 2012. All covered employees hired on or after December 28, 2012, who are not defined as “new members” under the Public Employees’ Pension Reform Act (“PEPRA”) will be covered by the 3% @ 55 retirement formula and the 36 highest consecutive months’ final compensation provision. All covered employees hired on or after January 1, 2013, and who are defined as “new members” under PEPRA will be covered by the 2.7% @ 57 retirement formula and the 36 highest consecutive months’ final compensation provision.

The current employee share contribution to the CalPERS Retirement Program is 9% of wages and is subject to change.

Safety employees currently pay the entire 9% employee portion of the CalPERS retirement contributions.

The employee’s share of mandated Social Security contributions is paid 100% by the employee, by payroll deduction. The employer’s share of mandated Social Security contributions is paid 100% by the employer.

### **3.13 Domestic Partner**

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as are legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee or to the employee’s domestic partner.

## **ARTICLE 4 - WAGES AND SALARIES**

### **4.1 Salary Ranges**

Except for the General Manager, whose salary is separately determined by the Board under the terms of his or her contract, all full-time employees are placed on a five-step (5) step salary range, which shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range. All salary adjustments for Management and Confidential Employees shall be subject to satisfactory job performance as determined by their supervisor and General Manager.

Normally, newly appointed employees are placed upon the “A” step of their salary range. However, upon the determination of the General Manager that the needs of the District Service and the qualifications of newly appointed employees may warrant such placement, employees may be started on any step of the salary range.

### **4.2 Step Increases**

Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee’s performance by their supervisor and General Manager. Progression from “A” step to “B” step will normally be at the satisfactory completion of the twelve-month probationary period. If the probationary period is extended, the initial step increase from “A” to “B” step will not be granted until the satisfactory completion of the extended probationary period. All other step increases (“B” to “C” step and above) will be at one-year intervals between steps, but only

upon satisfactory performance review and merit increase recommendation by the employee's supervisor to the General Manager and with the General Manager's concurrence. (Note that a probationer who was initially appointed above the "A" step may satisfactorily complete probation in twelve months but will not be eligible for merit step increase until one year from initial employment unless the General Manager determines that outstanding performance during probation warrants a merit increase at the completion of probation.) For employees who have reached the top step for their position, the General Manager shall have discretion to increase their salary by up to 5% based on outstanding performance.

### **4.3 Probationary Period**

All probationary and promotional probationary periods shall be for twelve months unless extended by the General Manager.

### **4.4 Promotional Advances**

Whenever a full-time employee is promoted to a higher position in the District's service, the employee will be placed on a step in the salary range of the new position, which will result in at least a 5% increase compared to the employee's existing pay range. If the top of the new position's salary range ("E" step) does not allow such 5% improvements, then the promotion shall be made to the "E" step of the promotional position's range.

### **4.5 Working Out of Position**

The General Manager is authorized to increase the salary of up to 10% for working out of positions not to exceed one year.

### **4.6 Bilingual Premium Pay**

- A. The District, at its discretion, may designate a certain number of employees who will be called upon to speak, translate, read, or write in Spanish as part of their regular duties. Such circumstance(s) will not be interpreted as the employee working out of their classification.
- B. The General Manager or their designee, within their discretion, will determine the number of employees assigned and which eligible employees will be offered and/or retain a bilingual designation.
- C. Eligible employees, as defined below, who receive a bilingual assignment will receive bilingual premium pay in the amount of twenty-five (\$25) dollars per pay period for all pay periods worked.
  - I. Employees must pass a proficiency test as determined appropriately by the District. The proficiency test may measure, among other skills, an employee's ability to communicate, read, or write fluently, directly, and accurately in both English and Spanish.
  - II. The District, in its discretion, may re-test employees' proficiency to determine continued eligibility for a bilingual designation.

### **4.7 Meal Provision during Emergencies**

Whenever a major emergency results in employees being required to remain at an emergency work site for a long-extended period of time, the District will typically provide appropriate meals and beverages (coffee, etc.) at the work site. If this is not possible, then the District will reimburse the employees the current meal allowance reimbursement rate as approved by the Board of Directors.

#### **4.8 Other Allowances**

##### **A. Operations and Maintenance Unit—Shoe and Clothing Allowance**

1. The Operations and Maintenance Unit covers the following positions: Utilities Department Manager, Wastewater Systems Superintendent, Water Systems Superintendent, and Facilities & Resources Manager.
2. Employees shall maintain their uniforms and other clothing on the job in neat and clean condition.
3. In addition, the District may, at its sole discretion following inspection of the previous year's clothing, provide the following articles of clothing once annually:
  - Five long sleeve shirts
  - Five short sleeve shirts
  - One jacket
  - plus hats and boots, as needed
4. Employees shall be required to wear these items while on duty.

##### **B. Operations and Maintenance Unit-Prescription Safety Glasses**

The District agrees to provide each employee a maximum allowance of up to one-hundred-fifty hundred dollars (\$150) per fiscal year for medically required prescription safety glasses. Employees will purchase approved prescription safety glasses from a vendor of their choice and submit a request for reimbursement. Upon reimbursement by the District, the employee shall maintain and wear such prescription safety glasses when performing his/her duties with the District.

#### **4.9 Phone and Internet Allowance**

The General Manager is authorized to provide a monthly allowance up to \$100.

#### **4.10 Vehicle for Business Related Use**

The General Manager is authorized to provide the Fire Chief with a vehicle for business-related use. The Fire Chief's response vehicle shall be equipped with the necessary equipment to facilitate emergency response, and command and control communications. The vehicle may be used by the Fire Chief for normal business activities, travel to and from work, call outs and inspections, attendance at professional meetings, training programs, seminars, conferences, and for attendance at community and regional meetings, events, and any functions related to the Fire Chief's official capacity.