

# CROCKETT COMMUNITY SERVICES DISTRICT

Personnel Committee Meeting  
Agenda for Tuesday, March 12, 2019

TIME: 4:00 PM  
PLACE: 850 Pomona Street, Crockett

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## CALL TO ORDER:

## PUBLIC COMMENTS:

## OPEN SESSION:

1. Review changes to District Code, Title 4 Personnel, form recommendations.
2. Receive status report on aquatics pool hiring for summer 2019.
3. Consider changes to Vacation Leave benefits policy.
4. Continued discussion on Health Benefits Program proposed for employees.
5. Discuss Ancillary Coverages such as Dental, Vision, and Employee Assistance Program (EAP) as new benefits.
6. Discuss developing sanitary department on-call standby policy and pay rate.
7. Discuss Alternative Work Schedule Policy and Alternative 9/80 Schedule.

## CLOSED SESSION:

8. Pursuant to Government Code Section 54957.6; conference with District's Labor Negotiator on contract extension for Port Costa Sanitary Department Manager.

## OPEN SESSION:

9. Announcement of actions taken during closed session.
10. General discussion of employment issues such as but not limited possible reorganization of sanitary departments, employment agreements, future agenda items, policy suggestions, and performance awards.


## ADJOURNMENT:

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

# CROCKETT COMMUNITY SERVICES DISTRICT

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TO: Personnel Committee  
FROM: General Manager   
SUBJECT: District Code Title 4 Personnel  
DATE: March 4, 2019

The Crockett Community Services District will be revising its District Code by Ordinance this spring. Title 4 deals with Personnel and the Personnel Committee is being asked to review and form recommendations on this section.

Current District Code text is in black, items with **strikethrough** are to be removed, and items **underlined** are proposed additions.

The majority of changes deal with harassment and disability accommodation to be in compliance with changes in State and Federal protections. District counsel has already reviewed and commented on the proposed changes.

ACTION:

The Personnel Committee should discuss, formulate opinions, and send recommendations to the Board.

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## **TITLE 4 PERSONNEL**

Chapter 4.04 GENERAL PROVISIONS

Chapter 4.08 EQUAL OPPORTUNITY

Chapter 4.12 CLASSIFICATIONS

Chapter 4.16 EXAMINATIONS AND APPOINTMENTS

Chapter 4.20 LAYOFFS

Chapter 4.24 EMPLOYER-EMPLOYEE RELATIONS

Chapter 4.28 EMPLOYEE SAFETY

## Chapter 4.04 GENERAL PROVISIONS

4.04.010 Declaration of policies.

4.04.020 Board authorization of positions and recognition of appointments.

~~4.04.030 Adoption of Government Code Section 31641.04 by reference.~~

4.04.040 Personnel Policy & Procedures Manual

**Section 4.04.010 Declaration of policies.**

It is the policy of the District to evaluate and select employees on the basis of merit and to determine individual merit through performance and competitive evaluations.

**Section 4.04.020 Board authorization of positions and recognition of appointments.**

The Board shall authorize all positions provided in this chapter and shall be advised on all appointments to all such positions.

~~**Section 4.04.030 Adoption of Government Code Section 31641.04 by reference.**~~

~~The provisions of Government Code Section 31641.04 are adopted by reference as if set forth in this section in full.~~

**Section 4.04.040 Personnel policy and procedures manual.**

The Board approved Personnel Policy and Procedures Manual generally describes the employment relationship between the District and its employees.

## Chapter 4.08 EQUAL OPPORTUNITY

4.08.010 Equal employment opportunity.

4.08.015 Disability accommodation.

4.08.020 Prohibited conduct.

4.08.030 Unlawful harassment.

4.08.040 Retaliation prohibited.

4.08.050 Investigation.

4.08.060 Dissemination of policy

**Section 4.08.010 Equal employment opportunity.**

It is the policy of the ~~Sanitary~~ District to:

1. Recruit, hire and/or promote for all job classifications without regard to sex, sexual orientation and identity, gender, gender identity, gender expression, pregnancy, childbirth, breastfeeding or related medical condition, race, religious creed, color, national origin or ancestry, physical or mental disability, AIDS/HIV, medical condition, marital status, domestic partnership, age, genetic information, political activities or affiliations, or any other basis protected by federal, state or local law or ordinance or regulation, whether verbal, non-verbal, visual or physical.~~to race, religion, color, national origin, ancestry, marital status, age, gender, sexual orientation, physical or mental disability, or medical condition, consistent with applicable state and federal law.~~

2. Base decisions of employment upon an individual's qualifications as related to the position being filled.

3. Make promotion decisions based upon the individual's qualifications as related to the requirements of the position for which the employee is being considered.

4. Ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, District-sponsored training, education, and tuition assistance will be administered without regard to sex, sexual orientation and identity, gender, gender identity, gender expression, pregnancy, childbirth, breastfeeding or related medical condition, race, religious creed, color, national origin or ancestry, physical or mental disability, AIDS/HIV, medical condition, marital status, domestic partnership, age, genetic information, political activities or affiliations, or any other basis protected by federal, state or local law or ordinance or regulation, whether verbal, non-verbal, visual or physical.~~to race, religion, color, national origin, ancestry, marital status, age, gender, sexual orientation, physical or mental disability, or medical condition, consistent with applicable state and federal law.~~

5. When contracting for supplies or service, to continue to do so without regard to sex, sexual orientation and identity, gender, gender identity, gender expression, pregnancy, childbirth, breastfeeding or related medical condition, race, religious creed, color, national origin or ancestry, physical or mental disability, AIDS/HIV, medical condition, marital status, domestic partnership, age, genetic information, political activities or affiliations, or any other basis protected by federal, state or local law or ordinance or regulation, whether verbal, non-verbal, visual or physical.~~to race, religion, color, national origin, ancestry, marital status, age, gender, sexual orientation, physical or mental disability, or medical condition, consistent with applicable state and federal law.~~

**Section 4.08.015 Disability accommodation.**

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the District will attempt to accommodate applicants or employees unless doing so would create an undue hardship on the District. Any qualified applicant or employee with a disability who requires accommodation in order to perform the essential functions of his/her position or desired position, should contact the General Manager and request such accommodation.

**Section 4.08.020 Prohibited conduct.**

It is the District's policy that all employees shall not be subject to any acts of unlawful harassment by any employee or other person. It also is the policy of the District that members of the public shall not be subject to any acts of unlawful harassment by an employee of the District in the performance of their duties.

It is the District's policy that all employees are entitled to a workplace that is free of violence or threats of violence. Therefore, it is the policy of the District that any acts involving violence in the workplace shall be subject to appropriate disciplinary action up to and including termination.

#### **Section 4.08.030 Unlawful harassment.**

It is against the District's policy for any employee or other person to subject another employee or other person to sexual harassment or harassment including harassment and discrimination based on sex, sexual orientation and identity, gender, gender identity, gender expression, pregnancy, childbirth or related medical condition, race, religious creed, color, national origin or ancestry, physical or mental disability, AIDS/HIV, medical condition, marital status, domestic partnership, age, genetic information, political activities or affiliations, or any other basis protected by federal, state or local law or ordinance or regulation, whether verbal, non-verbal, visual or physical on the basis of race, religion, color, national origin, ancestry, marital status, age, sexual orientation, physical or mental disability, medical condition, or any other basis prohibited by law.

Acts of sexual harassment, which are prohibited by this policy, includes, but ~~are is~~ not limited to: unwelcome sexual activity directed toward another employee; other unwelcome verbal or physical conduct of a sexual nature (e.g., lewd comments or gestures; intentional physical contact of a sexual nature; the display in the workplace of sexually-suggestive objects or pictures) when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for either special treatment or for adverse employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited acts of harassment on basis other than sex include, but are not limited to, unwelcome verbal or physical conduct because of a person's membership in a protected group (e.g. epithets, slurs, derogatory jokes or comments, display in the workplace of offensive or derogatory objects or pictures) that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The District specifically prohibits any of the behaviors outlined in this policy and any similar conduct. The fact that the person who engaged in the improper behavior did not intend the behavior to be sexual, racial or some other form of prohibited harassment or discrimination may not be considered a defense. Acts of unlawful harassment on bases other than sex, which are prohibited by this policy, include but are not limited to: unwelcome verbal or physical conduct because of a person's membership in a protected group (e.g., epithets, slurs, derogatory jokes or comments, display in the workplace of offensive or derogatory objects or pictures) that has



~~the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.~~

**Section 4.08.040     Retaliation prohibited.**

Retaliation against any employee for refusing a sexual advance, for refusing a request, demand or pressure for sexual favors or activity, for reporting an incident of possible sexual or other unlawful harassment to the District, or for filing a charge of discrimination is prohibited, and, if proven, shall subject the offending party to appropriate disciplinary action.

**Section 4.08.050     Investigation.**

Any acts of harassment or discrimination should be immediately reported to a supervisor, manager, or to the General Manager~~Human Resources Division~~.

All complaints of harassment or discrimination will be promptly and objectively investigated. Appropriate disciplinary action will be taken when the results of such investigation warrant a finding of harassment or discriminatory treatment.

**Section 4.08.060     Dissemination of policy.**

In order that the equal employment opportunity, prohibited conduct, and workplace violence policies of the District are understood and known within the ~~Sanitary~~ District, the following activities have and will be undertaken:

1. The sections of this Code on equal opportunity, disability accommodation, prohibited conduct, harassment, and workplace violence will be made available to all the individual employees of the ~~Sanitary~~ District.
2. In advertising for District personnel, an equal opportunity clause will be included.

## **Chapter 4.12 CLASSIFICATIONS**

- 4.12.010 Adoption of class descriptions and salaries.
- 4.12.020 Standards of establishing class of employment.
- 4.12.030 Description of classification.
- 4.12.040 Change of classifications.
- 4.12.050 Employment status.
- 4.12.060 Independent contractors.

**Section 4.12.010 Adoption of class descriptions and salaries.**

Class descriptions covering all positions of District employment, if classifications are used by the District, and a schedule of salaries for each position, shall be approved, amended and adopted or abolished by the Board of Directors.

**Section 4.12.020 Standards of establishing class of employment.**

Each class of employment shall include positions sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used to designate each position allocated to the class. The same qualifications and tests of fitness for appointment and the same salary range shall apply.

**Section 4.12.030 Description of classifications.**

Each class description shall specify the general duties and responsibilities and the desired qualifications for each position in the class; however, the description of duties does not limit the authority of the District to assign other duties or to direct and control the work of employees.

**Section 4.12.040 Change of classifications.**

The Board may amend or abolish a class and it may establish, amend or abolish provisions relating to a class or positions within a class. A copy of any revised or amended class description shall be available for review at the District office.

**Section 4.12.050 Employment status.**

The District employs persons in four different kinds of status. These are temporary, regular probationary (trainee), regular and regular part-time. The District also accepts contributions of time and skills from volunteers, interns and consultants, none of whom shall be considered employees of the District.

**Section 4.12.060 Independent contractors.**

Common law rules are used to distinguish "independent contractors" from "employees". An independent contractor is someone who contracts to do a piece of work according to his/her own methods, and is subject to his/her employers' control only as to the end product or final result of work, and not as to the means and manner in which the work is performed.

## **Chapter 4.16 EXAMINATIONS AND APPOINTMENTS**

- 4.16.010 Examinations.
- 4.16.020 Grounds for disqualification.
- 4.16.030 Grading standards.
- 4.16.040 Medical report.
- 4.16.050 Duration of eligibility list.
- 4.16.060 Removal from eligibility list.
- 4 16.070 Appointments.
- 4.16.080 Temporary appointments.
- 4.16.090 Special emergency appointments.
- 4.16.100 Provisional appointments.
- 4.16.110 Delegation *of* authority.
- 4.16.120 Probationary period.
- 4.16.130 Limits to appeal rights.

#### **Section 4.16.010 Examinations.**

- A. Except for those Board-appointed positions identified in Section 4.16.070(A), the District shall hold an examination(s) to establish an eligibility list for appointments to each class of position to be filled.
- B. The examination shall be oral or written or a demonstration of physical ability or skills or any combination thereof. Each examination shall test objectively the skills, knowledge and ability necessary for the position to be filled.
- C. Examinations are categorized as follows:
1. Personnel Advancement Examination(s). The District may provide a personnel advancement procedure to allow employees who qualify to advance to a designated higher level, non-supervisory position for those classes where the personnel advancement policy is in effect.
  2. Open/Promotional Examinations. In the case of positions other than those identified in Section 4.16.070(A), open/promotional examinations will take place when, (a) no current eligibility list exists and/or the personnel advancement procedure is not in order and, (b) when it is determined that there is a need to fill such positions, and (c) when the vacancy is not to be filled as part of the District's trainee program, and (d) when the vacancy is not filled by a lateral transfer.
  3. Special Appointments. In the case of Board-appointed positions, as defined in Section 4.16.070(A), the appointment shall be made on a case-by-case basis.

#### **Section 4.16.020 Grounds for disqualification.**

The District may refuse to examine, or after examination may disqualify any applicant, or it may remove his or her name from an eligibility list, on any of the following grounds:

- A. That the applicant does not meet the minimum qualifications of the position;
- B. That the applicant does not successfully pass each part of the examination procedure;
- C. That a physical handicap or disability makes a person unable to perform the essential duties of the position and reasonable accommodation as required by law cannot be made by the District;
- D. That a documented history of conduct, which when considered in the light of the particular duties of the position applied for, renders the person unfit to perform the duties.

#### **Section 4.16.030 Grading standards.**

To qualify for appointment, an applicant must pass each part of an examination. Examinations shall be prepared consistent with Section 4.16.010. The District shall establish the standards for grading an examination, prior to its administration, giving consideration to the kind of examination, number of candidates, and the needs of the District. The grading of an examination shall be under the supervision of the General Manager.

#### **Section 4.16.040 Medical report.**

Each candidate for appointment shall be subject to a medical examination and report by a licensed physician ~~selected by the District~~. Temporary and seasonal candidates are excluded from the medical report requirement. The purpose of the medical report is to establish the

physical fitness of prospective employees for the position offered. The District will pay the cost for the initial medical examination and required report. The examination shall be conducted within one month ~~prior to~~ appointment.

External candidates for appointment also shall be required to be tested for alcohol or illegal substances. A positive test result is grounds for disqualification from consideration for employment.

**Section 4.16.050 Duration of eligibility list.**

An established list shall be effective for six months unless depleted or extended by the District, but in no event shall an extension of the list exceed twelve months. The District may abolish or extend any eligibility list with approval of the General Manager.

**Section 4.16.060 Removal from eligibility list.**

The District may remove the name of a person from an eligibility list for any cause set forth in Section 4.16.020 or for the following:

- A. Failure to respond to notice within five days after the District (1) receives verification of receipt of certified mail, or (2) determines that the individual cannot be located after making a reasonable effort to do so;
- B. Request by applicant that his/her name be removed from the eligibility list;
- C. Refusal by the applicant to accept a regular appointment offered by the District.

**Section 4.16.070 Appointments.**

Management level positions, including but not limited to general manager, district secretary and department ~~commissioners and division~~ managers, are Board-appointed positions, and such appointments shall be so adopted by resolution.

The District shall make all other staff level appointments from the appropriate District eligibility list. The District may either make a temporary appointment, an emergency appointment, or a provisional appointment as provided in Sections 4.16.080, 4.16.090 and 4.16.100.

**Section 4.16.080 Temporary appointments.**

The District may from time to time require the services of temporary personnel to perform those duties and responsibilities normally performed by existing personnel. A temporary appointment is limited to twelve months, except as specified in memoranda of understanding and does not qualify the appointee for the retirement plan, the insurance plans, vacation and sick leave allowances, or other employment rights and benefits that may be made available to some regular employees. The Board may establish a rate of compensation for a temporary employee different from that of a regular employee.

The Board may create specific temporary classes at their discretion with compensation and benefits to be determined by the Board.

**Section 4.16.090 Special emergency appointments.**

If the District finds that there is a threat of a work stoppage, it may make emergency appointments effective for a period of ninety working days. Any appointee may receive not more than two successive emergency appointments for an effective total combined maximum appointment period of one hundred eighty working days. A special emergency appointee shall be considered a temporary employee as described in Section 4.16.080. Such appointments are considered additional positions, and shall be confirmed by the Board as soon as is reasonably possible after the appointments are made by the District.

**Section 4.16.100 Provisional appointments.**

The District may appoint an existing employee to a vacated position, on a provisional basis, for a period generally not less than thirty days nor more than one year regardless of whether the appointed employee is on an established eligibility list for that position. The provisional appointment does not grant to any individual so appointed any permanent rights to the position or relinquish any rights to the position held by the employee prior to such appointment.

**Section 4.16.110 Delegation of authority.**

The Board delegates to the General Manager the authority to conduct employment and personnel-related activities, including but not limited to those matters covered by Sections 4.12.030, 4.16.010, 4.16.020, 4.16.030, 4.16.050, 4.16.060, 4.16.070, 4.16.080, 4.16.090, 4.16.100, 4.16.120 and 4.16.130.

**Section 4.16.120 Probationary period.**

Each person appointed to a regular or regular part-time position shall serve a probationary period that shall not be less than six months nor more than twelve months of actual time served in that position. During the probation period, an employee may be dismissed at any time and for any reason not otherwise prohibited by law by either the Board or the General Manager. This discharge is at the sole discretion of the District with no recourse under the grievance or appeals provision.

If a promoted, regular employee is found to be unable to adequately perform the duties of the new position during the probationary period, the employee may demote back to the previously held position.

**Section 4.16.130 Limits to appeal rights.**

An employee having an employment status as provided in Sections 4.16.080, 4.16.090 or 4.16.120 shall not have the rights of appeal to the Board in case of a suspension, demotion or dismissal.

## **Chapter 4.20 LAYOFFS**

4.20.010 Grounds for layoff.

4.20.020 Preference where position is reestablished.

4.20.030 Procedures for determination of layoff.

4.20.040 Seniority.



**Section 4.20.010      Grounds for layoff.**

Any employee(s) may be laid off when the position(s) is no longer necessary, or for reasons of economy, or lack of work, or lack of funds, or if the position can be consolidated with another position, or for such reason(s) that the Board of Directors deems sufficient for abolishing the position(s).

In the case of consolidation of positions, the salary range for the higher classification may prevail when an employee is currently occupying that consolidated position.

**Section 4.20.020      Preference where position is reestablished.**

If the Board abolished a position and within two years of abolishment, either: (1) reestablishes the position, or (2) creates a new position that involves substantially the same or comparable duties and responsibilities previously performed, or (3) approves of a positional classification previously occupied or at a lesser classification level with qualification requirements and experience possessed by the person laid off, the person who occupied such position before it was abolished shall have preference on the eligibility list created for such position.

**Section 4.20.030      Procedures for determination of layoff.**

A.      In Same Class.

1. When a reduction in force becomes necessary, layoff shall be accomplished in inverse order of total District seniority within the affected class except as may be provided by applicable federal or state regulations. For purposes of this rule, total District seniority shall be defined as in Section 4.20.040. An employee's tenure in a class is his/her length of service in that classification and service in any higher classification.

2. Before any regular employee in an affected class is laid off, all appointees working in affected classes in the same department under emergency, temporary, or probationary appointments shall be separated from District employment.

3. Any employee subject to layoff as a result of being in a promotional probationary status in a new department may be allowed to demote in lieu of layoff to the employee's former classification and department as identified in the organization chart.

B.      Demotion to Lower Class. An employee in a classification affected by a reduction in force may, in lieu of layoff, elect to demote to a lower classification, provided that such employee had held tenure in the lower classification. When both the employee demoting and the employee in the lower paying class have equal total District service, the employee in the lower paying classification would be laid off or demoted first. Reduction in force or demotion in lieu of layoff in one department shall not affect employees in another department.

C.      Notification of Layoff. Notice of layoff shall be given to all employees, except temporary and emergency employees, *at least thirty calendar days prior to the effective date of layoff.*

D.      Duration of Reemployment List. Names of persons laid off shall be carried on a reemployment list *for twenty-four months.* If, after a layoff, the working force is increased, the District shall offer each appointment from the established reemployment list in reverse order of

layoff, hiring the most recently laid off first. Persons appointed to regular positions of the same classification and status as previously held shall be dropped from the list. Persons reemployed in a lower classification or on a temporary or part-time basis shall be continued on the list for the higher regular position. Any person rejecting an offer of reemployment to a previously held regular position of the same classification and status shall be dropped from the list. Any person who does not respond *within five working days* to a certified letter offering such employment shall be dropped from the list, unless an acceptable reason is given.

E. A decision by the District to engage in a layoff shall not be subject to appeal.

#### **Section 4.20.040 Seniority.**

An employee's seniority at the District is based upon total length of continuous service in the District's employ in other than temporary employment status, regardless of position or class. A layoff, an authorized medical leave of absence, leave authorized under Family and Medical Leave Act or termination and subsequent reemployment within a six-month period is not considered a break in continuous service, and therefore, can be used to bridge two interrupted periods of District employment; however, the break in service time is not computed in total seniority.

## **Chapter 4.24 EMPLOYER-EMPLOYEE RELATIONS**

- 4.24.010 Policy.
- 4.24.020 Employee rights.
- 4.24.030 Representation unit--General provisions.
- 4.24.040 Certification of employee organization.
- 4.24.050 Modification of established representation unit.
- 4.24.060 Decertification of employee organization.
- 4.24.070 Individual employees.
- 4.24.080 Validity.
- 4.24.090 Employees meeting on District time.
- 4.24.100 Meet and confer process.
- 4.24.110 Administration of employer/employee ordinance.

**Section 4.24.010 Policy.**

It is the policy of the ~~Sanitary~~ District to establish uniform procedures for its employees to participate in the process of meeting and conferring regarding wages, hours and other terms and conditions of employment, and to provide the means for discussion and resolution of matters of mutual interest, with the intent of fostering harmonious employer/employee relations.

The employer/employee policies and procedures set out in this chapter shall be used in determining representation units, recognizing employee organizations, resolving disputes and governing employee organizational activities on District property and District time.

**Section 4.24.020 Employee rights.**

Each employee of the ~~Sanitary~~ District, except elected officials, and the General Manager, District Counsel and Secretary of the District shall have the following rights:

To form, join and participate in the activities of employee organizations for the purpose of representation on matters of wages, hours and working conditions.

No employee shall be subjected to intimidation, restraint, coercion or discrimination because of exercising these employee rights.

**Section 4.24.030 Representation unit--General provisions.**

A. For the purposes stated in this chapter, the District Board of Directors shall establish appropriate representation units based upon the broadest internal and occupational community of interest, history of representation, the effect of the unit on efficient operation of the District, and sound employer-employee relations, subject to the following limitations:

1. No District classification and no employee shall be included in more than one representation unit.

2. The following classifications are designated as executive management positions:  
General Manager  
Secretary of the District  
Counsel for the District

3. The management group of employees shall represent themselves in matters of wages, benefits and working conditions with the Board of Directors and shall not be included in the same representation unit with non-management employees or management support/confidential employees. Classifications within the unit are adopted by resolution of the Board of Directors.

4. The management support/confidential representation unit is recognized as the bargaining unit for all management support and confidential employees. Management support and confidential employees are defined as professional employees, confidentially designated employees, or employees in a supervisory or superintendent position. Management support and confidential employees shall not be included in the same representation unit with non-management or non-confidential employees. Classifications within this unit are adopted by resolution by the Board of Directors.

5. Professional employees may be included in a representation unit with nonprofessional employees unless, in a vote of all affected professional employees, a majority of such professional employees voting in a secret ballot election choose not to be included in such a unit. Certification of employee organizations representing a unit composed of professional employees shall follow the provisions of Section 4.24.040.

6. No employee organization is currently recognized as the bargaining unit for all regular employees.

B. The General Manager or his/her designee, using the criteria set forth in this chapter, shall make the initial determination of all questions that may arise as to whether classifications or employees included in a representation unit are in fact management, professional, management support/confidential employees, or general employees. Any action of the Director of Administration or his/her designee in determining issues contained in this section which are not satisfactory to the employee organization(s) shall be resolved in the meet and confer process, and where that process fails, through the State Conciliation Service as described in Section 3507.1 of the Meyers-Milias-Brown Act.

#### **Section 4.24.040 Certification of employee organization.**

A. An employee organization may be certified as the exclusive representative of a representation unit for the purposes stated in this chapter.

B. Any employee organization may petition in writing during the month of October of the final year of a memorandum of understanding to represent the employees in a representation unit as established in Section 4.24.030. At the time the petition is filed, that employee organization must meet the following minimum requirements and the petition must be filed with the General Manager or his/her designee in a written statement of representation signed by the presiding officer of the employee organization:

1. The name and address of the organization and the names, titles and addresses of its current officers; and
2. A statement that the employee organization is or is not a chapter or local of, or affiliated directly with, a regional, state, national or international organization, and if so, the name and address of each such regional, state, national or international organization; and
3. A copy of the employee organization's adopted constitution and/or bylaws; and
4. A statement that the organization has no restriction on membership based on race, color, creed, national origin, age, gender, sexual orientation or physical handicap in any classification contained within the representation unit; and
5. Written proof in the form of a signed petition by employees within the Representation unit, dated *within thirty calendar days prior the date on which the petition is filed*, to establish that at least thirty-five percent of the eligible employees within the Representation unit have designated the employee organization to represent them in their employee relations with the District.

C. The Board of Directors shall direct the staff to hold a secret ballot election conducted by the State Conciliation Service, or under other terms as mutually agreed upon by the District and all employee organizations involved. This secret ballot election must be held *no sooner than twenty calendar days after the final determination of the appropriate representation unit or units, and not more than forty calendar days after such determination*. This time period may be

extended by the mutual agreement of the District and all employee organizations involved. The District and the employee organizations concerned shall meet and confer on the procedures for conducting an election by eligible employees. Such employee elections shall be held within an established representation unit to determine the choice of an employee organization, or to resolve conflicting claims to representation, upon petition by thirty-five percent or more of the eligible employees in an established representation unit. In any representation election, the choice of no organization shall be on the ballot unless there is a runoff election.

1. In an election where none of the choices receives a majority of the valid ballots cast, a runoff election shall be conducted between the two choices receiving the largest number of ballots cast. This election shall be held *within thirty days of the prior election*.

2. Except as provided above for runoff elections, there shall be no new certification elections for a period of one year following any such election under this section.

3. An employee organization that receives a majority of the valid votes cast in a representation election and that has all of the minimum qualifications as stated in paragraphs 1 through 5 of subsection B of this section, shall be certified by the Board of Directors as the certified employee organization for the established representation unit.

D. A decision of the Board of Directors dismissing a claim for certification by an employee organization pursuant to the chapter shall be valid and effective for a period of one year.

#### **Section 4.24.050      Modification of established representation unit.**

A petition for modification of a representation unit must be filed with the General Manager or his/her designee *during the month of October of the final year of a memorandum of understanding*. A petition for modification of a representation unit may be filed by a group of employees in a representation unit. Such petitions must contain the signatures of fifty-one percent or more of the employees in any proposed representation unit.

Such petition shall be based on the factors set forth in 4.24.030, or shall be based on substantial changes in District functions, organizational structure or job classifications.

Such petition shall describe the proposed modified representation unit based upon the classes within the classification plan of the District and shall set forth the reasons for the proposed modification.

The General Manager or his/her designee, using the criteria set forth in this chapter, shall determine if the representation unit should be modified. Any action of the General Manager or his/her designee in determining if a representation unit should be modified may be contested by the employee organization(s) involved and may be subject to the meet and confer process. If necessary, the parties may seek the assistance of the State Conciliation Service pursuant to Section 3507.1 of the Meyers-Milias-Brown Act.

#### **Section 4.24.060      Decertification of employee organization.**

A. A decertification petition alleging that a current certified employee organization no longer represents a majority of the employees in an established representation unit may be filed with the General Manager or his/her designee after the incumbent organization has been recognized for at least one full year. Such petition must be filed with the General Manager or his/her designee *during the month of October of the final year of a memorandum of understanding*.

Such a decertification petition shall then contain the following information and documentation:

1. The name of the established representation unit and of the incumbent certified employee organization sought to be decertified as the representative of that unit;
2. An allegation that the incumbent certified employee organization no longer represents a majority of the employees in the unit and any other relevant and material facts relating thereto;
3. Written proof of employee support, dated within thirty calendar days prior to the filing of the petition, that at least thirty-five percent of the current employees in the unit no longer desire to be represented by the incumbent certified employee organization;
4. When the decertification petition also requests certification of another organization, then that petition shall include those requirements as set forth in Section 4.24.040 B(1) through (5).

B. Upon receipt of a decertification petition, the General Manager or his/her designee shall place the matter on the agenda of the next regularly-scheduled meeting of the Board of Directors, or as soon thereafter as is reasonably possible. If the employee petition is found to be valid, then the Board shall direct District staff to arrange a secret ballot election by State Conciliation Service. The majority representative shall be decertified if the results of a secret ballot election show that employees of the unit no longer desire representation by that organization, as indicated by the vote for "no organization" or another recognized organization, as specified in the voting criteria cited in Section 4.24.040. In the event of a tie vote, the incumbent certified employee organization shall not be decertified. The results of the election become binding and final.

C. A notice of decertification shall be sent by certified mail by the General Manager or his/her designee whenever an employee organization is voted to be decertified by a majority of the voting employees. The notice shall be delivered to the last known officer(s) of the employee organization.

D. In the event the incumbent employee organization is decertified, the decertification shall not negate the terms of the then-existing memorandum of understanding between the District and that organization. Acceptance of the terms of such a memorandum of understanding shall be a condition required by the Board of Directors in granting recognition to a new organization as the certified employee organization for the representation unit.

#### **Section 4.24.070 Individual employees.**

Nothing in this chapter shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his/her employment relationship with the District.

#### **Section 4.24.080 Validity.**

Nothing contained in this chapter shall be deemed to modify or abrogate existing legal rights and responsibilities of the District or its employees or employee organizations.

If any part or section of this chapter is found to be contrary to existing law or laws subsequently adopted by any court of proper jurisdiction, the remainder shall not be affected thereby.

**Section 4.24.090 Employees meeting on District time.**

- A. District employees shall be allowed to attend meetings held by the District during regular working hours on District time only under the following circumstances:
  - 1. If their attendance is required at a specific meeting by District management;
  - 2. If their attendance is sought by the hearing officer for presentation of testimony or other reasons;
  - 3. If they are designated as an officer, shop steward or member representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee in processing a grievance, but at all times must inform their immediate supervisor when leaving and upon returning to work. The District may deny such requests if another representative has been released from work for the same purpose.
- B. In addition, official representatives of a certified employee organization(s) shall be allowed time off on District time during regular working hours when formally meeting and conferring in good faith on matters within the scope of representation; provided, that the number of such representative(s) shall not exceed four and that advance arrangements for the time away from his/her work station or assignment are made with the appropriate supervisor.
- C. When formally meeting and conferring in good faith, District Board representatives shall not exceed four members.
- D. Employees who, during the course of their workday are required to accommodate association-related business, shall report that time on their timesheet in an established employee relations account.

**Section 4.24.100 Meet and confer process.**

If a written request to meet and confer is presented to or from an employee representative unit or to or from the District Board representatives, the two groups shall meet and confer in good faith at a reasonable time and place in regard to matters relating to wages, hours and terms and conditions of employment. Each group shall consider in good faith all proposals presented; however, meeting and conferring in good faith does not in any way obligate either party to make concessions or agree to proposals.

If agreement is reached between Board representative(s) and representatives of the employee unit(s), they shall jointly prepare and sign the terms of a proposed memorandum of understanding, which shall not be binding on either party. The employee representative(s) shall submit the terms of the proposed memorandum of understanding to his/her membership for ratification prior to presenting it to the Board of Directors of the District for consideration. The memorandum of understanding only shall become effective upon its approval by the District Board of Directors. The Board of Directors is not required to agree to any proposed written memorandum of understanding.

If any provision of this Title directly conflicts with a subsequently negotiated provision of a memorandum of understanding, the memorandum of understanding shall prevail.

Upon written notification by either party that negotiations are deadlocked, the involved parties may mutually agree upon the designation of a mediator, who shall then conduct mediation sessions with the parties in an attempt to resolve the impasse. If the involved parties cannot mutually agree to the designation of a mediator, then mediation shall be conducted pursuant to Government Code Section 3507.1 or any other superseding statute.

Costs of mediation shall be divided one-half to the District and one-half to the recognized employee representation unit participating in the mediation.



**Section 4.24.110 Administration of employer/employee ordinance.**

A. The District's General Manager or his/her designee shall be the District's principal representative and spokesperson in all matters covered under this chapter and shall have the authority to administer or delegate the administration of the provisions therein.

B. The rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; require overtime, when necessary, for operations of the District; take disciplinary action; direct, classify and assign its employees; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations, including, but not limited to, the contracting and subcontracting of production, service maintenance or other type of work performed by the District; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such District rights shall not conflict with the express provisions of this chapter or applicable laws.

1. The rights, powers and authority of the Board of Directors of the District in all matters, including the right to maintain any legal action, shall not be modified or restricted by this chapter.

2. The provisions of this chapter are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the state (Sections 3500, et seq.), as amended.

C. Any employee who encourages, causes or participates in any unlawful strike, walkout, stoppage, slowdown or impeding of work, or any other concerted interference with the conduct of the District's operations, shall be subject to immediate discharge or other discipline at the sole discretion of the District; however, nothing in this section precludes the employee from exercising any rights of appeal under an applicable memorandum of understanding.

D. With the exception of those meetings referenced in Section 4.24.090, a certified employee organization may, with prior notice to and approval of the General Manager or his/her designee, hold no more than two meetings per year during normal working hours of the District. Meetings referenced in this section shall only take place at 4 PM unless the District and employee organization otherwise agree to a mutually acceptable time. If the meeting is to be held on District premises, they then must comply with the scheduling requirements of the area in which they propose to have their meeting.

E. Certified employee organization(s) and representative unit(s) shall be allowed to use designated portions of bulletin boards in public portions of District buildings provided that the information displayed is within the scope of representation, is not offensive, obscene, or profane, and that the responsible party appropriately posts and removes the information.

F. Representative(s) of a certified employee organization(s) or representative unit(s) shall be allowed reasonable access to work locations to discuss employee-related matters. The representative shall first notify the designated District representative in advance of the need for such access, shall not interfere with any work activities without District authorization, and shall comply with all safety rules and regulations in effect at that work location.

G. Representative(s) of a certified employee organization(s) or representation unit(s) shall

be permitted to place a supply of literature at specific locations in District buildings if arranged in advance with the General Manager or his/her designee and provided such materials are not offensive, obscene, or profane.

**TO:** Personnel Committee  
**FROM:** General Manager   
**SUBJECT:** Consider changes to Vacation Leave benefits policy  
**DATE:** February 28, 2019

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## 2. Vacation Leave

(a) Employees working a minimum of twenty (20) hours per week, other than park maintenance, temporary and seasonal employees shall accrue one week of paid vacation leave per year, equal to the base hours of the employee's weekly schedule. Employees employed by the District in excess of 5 years shall accrue two weeks of paid vacation leave per year starting on the anniversary of the fifth (5) year of service. Employees employed by the District in excess of 10 years shall accrue three weeks of paid vacation leave per year starting on the anniversary of the tenth (10) year of service. For example an employee working twenty hours per week earns twenty hours of vacation leave per year. Unused vacation leave will roll over to the next year. New employees shall begin to accrue vacation leave after their probation period is over.

(b) Unless otherwise specified through individual employment agreements, the maximum hours of vacation leave an employee may accumulate shall be three weeks equal to the base hours of the employee's weekly schedule. Employees at maximum vacation leave will not earn additional vacation time until the vacation balance falls below the maximum. Employees using vacation leave shall be compensated at their regular rate of pay. Upon separation, employees will be compensated for all unused vacation leave.

(c) The General Manager may, in his or her discretion, approve advanced vacation leave if circumstances so warrant. Employees requesting advance vacation leave must agree in writing to deduct the amount of paid unearned vacation leave from any final compensation due should they become separated in employment with the District for any reason.

(d) Vacation leave must be approved by the General Manager or department head. Vacation requests longer than 3 days must be requested at least thirty (30) days in advance. Vacation days can be taken as a full day based on employee's regular schedule or in half-day 4 hour increments. Employee vacations and absences shall be scheduled so that key personal are not absent concurrently as determined by the General Manager.

(e) For making such vacation allowances, employees who have returned from military service and who resume work with the District within sixty (60) days after a discharge other than dishonorable shall be considered as having been continuously in the service of the District during the period of such leave. An employee shall earn no basic vacation time during the period of the employee's military leave of absence.

(f) In addition to the regular vacation benefit days set forth in this Policy, the General Manager may, in the exercise of his/her discretion, award employees Reserve Vacation Benefit Days for service in extraordinary circumstances. Reserve Vacation Benefit Days shall not be counted in the maximum vacation accruals

(g) For purposes of vacation payout, unused vacation benefit days at the end of the calendar year shall be banked and carried over to the following calendar year. No other payout shall be made.

(h) If an employee separates from service such person shall be entitled to receive payment after separation for all unused vacation days at the person's prevailing salary. In the event of an employee's death, the surviving spouse or estate shall be entitled to receive payment for all the employee's unused vacation days at the employee's prevailing salary.


(i) Vacation days are considered working days for purposes of calculating CalPERS pension benefits. This program will be operated in accordance with and limited by all applicable federal and state law.

(j) Management employees with individual employment agreements shall accrue vacation leave according to their employment agreement for their first five (5) years. Unless otherwise specified through individual employment agreements management employees shall accrue fifteen (15) days vacation annually starting on the anniversary of the fifth (5) year of service; and twenty (20) days of vacation annually starting on the anniversary of the tenth (10) year of service to the District, accrued monthly, and accumulating from year-to-year.

# CROCKETT COMMUNITY SERVICES DISTRICT

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P.O. Box 578 - Crockett, CA 94525  
850 Pomona Street  
Telephone (510) 787-2992  
Fax (510) 787-2459  
e-mail: [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us)  
website: [www.town.crockett.ca.us](http://www.town.crockett.ca.us)

TO: Personnel Committee  
FROM: General Manager   
SUBJECT: Health Benefit Program – Continued Discussion  
DATE: March 5, 2019

At our last meeting questions were raised on the CalPERS Health program proposed; specifically the committee asked questions on coverage for part-time employees and directed staff to identify funding to be able to offer health coverage for its employees.

The comparison survey presented last month (Appendix A) is included for reference. Follow up phone calls were made to nearby agencies to discuss health insurance plans offered and their agencies satisfaction. During the phone conversations an alternative to CalPERS Health was identified. The Special District Risk Management Authority (SDRMA) is a public agency that provides a variety of risk management solutions including medical benefits to California public agencies. Rodeo Sanitary District is one District that offers benefits through SDRMA.

## CalPERS Health

The Public Employees' Medical & Hospital Care Act (PEMHCA) govern the CalPERS health program and eligibility is determined under any section of PEMHCA GC §22772. It dictates who can and cannot be offered coverage. The standard PEMHCA definition of "employee" references "half-time or greater" to determine eligibility for health coverage. "Half-time" would be based on the individual agency definition of "full-time" and determining what half of that is. For example, regular full-time is defined by District policy to be a minimum of 34 hours per week, half time employees would then be those who work 17 hours per week or more.

The amount the employer contributes is dependent on the amount that would be stated in our PEMHCA resolution as the employer contribution toward our active employees' health premium. For example if we state in the resolution that employer will pay \$700, our agency will need to contribute \$700 to each employee who is enrolled, both full-time and part-time. The District must pay at least the PEMHCA Minimum, currently \$136, for all eligible employees.

### PROS

Large risk pool, low rate fluctuation  
8 basic plans available to choose from  
No-minimum # of enrolled employees required

### CONS

Administrative burden on staff  
Only offers health benefits  
District definition of "full-time" may have to change  
Retirees can op-in, District pays PEMHCA minimum

A 2019 Health Benefit Summary <https://www.calpers.ca.gov/docs/forms-publications/2019-health-benefit-summary.pdf> and Health Program Guide <https://www.calpers.ca.gov/docs/forms-publications/health-program-guide.pdf> are both available for review online. CalPERS 2019 Monthly Premiums for the Bay Area Region is being provided (Appendix B) for discussion.

## SDRMA Medical Benefits Program

Special District Risk Management Authority (SDRMA) has been providing public agencies risk management solutions and coverage protection for over 30 years. Their *2019 Health Benefits Program* [http://www.sdrma.org/wp-content/uploads/2018/08/SDRMA2019HealthBeneBR\\_Web-1.pdf](http://www.sdrma.org/wp-content/uploads/2018/08/SDRMA2019HealthBeneBR_Web-1.pdf) is available online for review. SDRMA overview, Health Benefits Program Eligibility Requirements, and Medical Benefits Rates for 2019 from the program guide are being provided (Appendix C) for discussion.

For the purposes of the medical benefits program, an "active" full time employee is an employee who works a minimum of 30 hours per week. Medical Benefits requires a minimum of 2 Full-time enrolling employees to join. Part-time employees can be eligible if they work a minimum of 20 hours per week.

The medical benefits program uses Blue Shield, Anthem Blue Cross and Kaiser as carrier options. Currently, there are 8 plans available through Blue Shield and Anthem Blue Cross; Platinum PPO, Gold PPO, Silver PPO, an EPO (like an HMO), High Deductible HSA Compatible 10%, High Deductible HSA Compatible 20%, Access+ HMO 20, and Access+ HMO 15. Kaiser currently has 2 plans available; 15 HMO and 20 HMO. Plans selected for our employees must be approved by the underwriter.

After approval by the underwriter, to join, the District Board will need to approve a Resolution and MOU. The District may join the program at any time; however, SDRMA must receive the MOU and Resolution 45 days before the requested effective date. It will take approximately 45 days to process enrollment forms, issue benefit packets and insurance cards from the time that the enrollment forms are received.

SDRMA also offers Ancillary Coverages including dental, vision, life, long term disability and an employee assistance program. This is not included in the health benefits review but can be discussed separately.

### PROS

- Small group pool, historically low rate increases
- Lower monthly premiums compared to CalPERS
- SDRMA Administration and account management
- Ancillary coverages available
- Can offer coverage to retirees but not required

### CONS

- Must have two active employees to enroll
- Must have 3 of 4 eligible employees (75%) enroll
- Limited plan choices; 2 plans + 1 Kaiser
- Subject to underwriting approval

## Funding

Staff is in the process of developing the budget for FY 19/20 and has estimated the cost of providing health benefits as an employee benefit expense in the initial draft budgets for each department. Two Recreation employees would be eligible for coverage, budgeted at an annual cost of \$20,000. Two Sanitary department employees would be eligible for coverage, budgeted annual cost of \$20,000.

The District Budget & Finance Committee and District Board still have to meet and decide if the annual property tax allocation formula can be adjusted to better serve the District. The payroll burden of the General Manager can be re-examined to lessen the impact on the Recreation department, freeing up funding to offer benefits. The Crockett Sanitary Commission can consider reducing its share of Crockett Co-gen Return-to-Source Funds (RTS) received annually from the County through the Crockett Community Foundation which would free up the funds for Recreation use. Property tax revenue has been increasing year-over-year between 5% and 9% annually and would be steady source of revenue that has grown faster than health benefit premiums over the same period. RTS revenue has been declining annually and should not be considered a long-term solution to health benefit funding.

## ACTION:

The Personnel Committee should discuss and formulate opinions and recommendations to the Board including defining the employer contribution amount.

\*\*\*\*\*

Special Districts in Contra Costa County - Health Benefit Survey 2019 *				If yes:	
Agency Name	District Type	CSDA Member	Do You Offer Medical?	Does agency contribute towards monthly premium?	Amount contributed
Kensington Police Protection and CSD	CSD	Yes	Yes	Yes	All but \$125 month
Dublin San Ramon Services District	CSD	Yes	Yes	Yes	\$780 / \$1560 (+1)
Crockett Community Services District	CSD	No	No	-	-
Town of Discovery Bay Community Services Dis	CSD	Yes	Yes	Yes	100% / 80%
East Bay Regional Park District	ParkRec	Yes	Yes	Yes	100%
Ambrose Recreation and Park District	ParkRec	Yes	Yes	YEs	GM \$9K, \$40K others
Pleasant Hill Recreation and Park District	ParkRec	Yes	Yes	Yes	95% / 70%
Ironhouse Sanitary District	Sanitary	Yes	Yes	Yes	\$1,738
West County Wastewater District	Sanitary	Yes	Yes	Yes	100%
Stege Sanitary District	Sanitary	Yes	Yes	Yes	\$1,866
Mt. View Sanitary District	Sanitary	Yes	Yes	Yes	\$784 / \$1398 / \$1788
Central Contra Costa Sanitary District	Sanitary	Yes	Yes	Yes	100%
Rodeo Sanitary District	Sanitary	Yes	Yes	Yes	90%

\* Comparison for all special districts in Contra Costa County providing similar services.

//admin/pesonnel/health\_benefit\_survey\_2019.xlsx

## CalPERS 2019 Monthly Premiums for Contracting Agencies Bay Area Region

Alameda, Amador, Contra Costa, Marin, Napa, Nevada, San Francisco, San Joaquin,  
San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Sutter, Yuba

### Actives and Annuitants

Effective Date: 1/1/2019 - 12/31/2019

#### Basic Monthly Rate (B)

PLAN	Employee Only	Plan Code	Party Rate	Employee & 1 Dependent	Plan Code	Party Rate	Employee & 2+ Dependents	Plan Code	Party Rate
Anthem HMO Select	\$831.44	454 1	1	\$1,662.88	454 2	2	\$2,161.74	454 3	3
Anthem HMO Traditional	1,111.13	450 1	1	2,222.26	450 2	2	2,888.94	450 3	3
BSC Access+	970.90	102 1	1	1,941.80	102 2	2	2,524.34	102 3	3
HealthNet SmartCare	901.55	375 1	1	1,803.10	375 2	2	2,344.03	375 3	3
Kaiser Permanente	768.25	104 1	1	1,536.50	104 2	2	1,997.45	104 3	3
PERS Choice	866.27	106 1	1	1,732.54	106 2	2	2,252.30	106 3	3
PERS Select	543.19	126 1	1	1,086.38	126 2	2	1,412.29	126 3	3
PERSCare	1,131.68	122 1	1	2,263.36	122 2	2	2,942.37	122 3	3
PORAC	774.00	207 1	1	1,623.00	207 2	2	2,076.00	207 3	3
Western Health Advantage	767.01	179 1	1	1,534.02	179 2	2	1,994.23	179 3	3

#### Supplement/Managed Medicare Monthly Rate (M)

PLAN	Employee Only	Plan Code	Party Rate	Employee & 1 Dependent	Plan Code	Party Rate	Employee & 2+ Dependents	Plan Code	Party Rate
Anthem Medicare Preferred Health Only	\$357.44	276 1	4	\$714.88	276 2	5	\$1,072.32	276 3	6
Anthem Medicare Preferred <sup>1</sup> Health/Dental/Vision	357.44	167 1	4	714.88	167 2	5	1,072.32	167 3	6
Kaiser Senior Adv	323.74	114 1	4	647.48	114 2	5	971.22	114 3	6
Kaiser Senior Adv/Dental <sup>2</sup>	323.74	490 1	4	647.48	490 2	5	971.22	490 3	6
PERS Choice Med Supp	360.41	116 1	4	720.82	116 2	5	1,081.23	116 3	6
PERS Select Med Supp	360.41	136 1	4	720.82	136 2	5	1,081.23	136 3	6
PERSCare Med Supp	394.83	132 1	4	789.66	132 2	5	1,184.49	132 3	6
PORAC Med Supp	513.00	208 1	4	1,022.00	208 2	5	1,635.00	208 3	6
UnitedHealthcare Grp Med Adv/PPO Health Only	299.37	380 1	4	598.74	380 2	5	898.11	380 3	6
UnitedHealthcare <sup>3</sup> Grp Med Adv/PPO Health/Dental/Vision	299.37	381 1	4	598.74	381 2	5	898.11	381 3	6

<sup>1</sup>Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

<sup>2</sup>Dental benefit is an additional \$15.05 per member per month premium. You will be billed directly for this amount.

<sup>3</sup>Dental and Vision coverage is an additional \$27.65 per member per month premium. You will be billed directly for this amount.





## SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

**S**pecial District Risk Management Authority is a public agency formed under California Government Code Section 6500 et seq. to provide a full-service risk management program for California's local governments including property, liability and workers' compensation coverages. In addition, we offer a Health Benefits Program in conjunction with the California State Association of Counties Excess Insurance Authority (CSAC-EIA Health).

The Health Benefits Program consists of Medical Benefits and Ancillary Coverages. Medical Benefits include health plans by Blue Shield, Anthem-Blue Cross and Kaiser. Blue Shield and Anthem-Blue Cross plans have prescription drug programs provided by Express Scripts. Ancillary Coverages include Delta Dental, VSP Vision, VOYA FINANCIAL Life and Long Term Disability and MHN Employee Assistance Program. Public agencies can select which programs they would like to join subject to underwriting approval.

We realize selecting a health plan for your agency and your employees is just one of the key decisions you are faced with on an on-going basis. This important decision involves not only the cost of various providers and plans, but also access to doctors and hospitals, prescription drug services, and other additional programs and services. The combination of health plans and providers that is right for your agency depends on a variety of factors, such as your preference for a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO); your premium and out-of-pocket costs; and the need for access to specific doctors and hospitals.

We understand that comparing health plan benefits, features and costs can be complicated. This brochure provides information that will help simplify your decision making process. Our enrollment process is easy and only requires a few simple steps.

For more information, please contact us at **800.537.7790**. We are ready to serve you!

### IMPORTANT TERMS TO KNOW

You may see and hear some unfamiliar terms as you begin to use your health plan. It's important that you understand these terms so you can get the most out of your coverage.

**Premium** • This is the amount you pay every month to SDRMA to maintain your health insurance coverage.

**Copay** • This is a fixed amount you pay for certain covered services, like doctor's visits.

**Calendar Year Deductible** • This is the fixed amount some plans require you to pay before the plan begins to pay its share for covered benefits.

**Coinsurance** • Once you have paid your full deductible this is the percentage owed by you to pay for accessed services. This can fluctuate based on the cost the provider is charging and/or what has been agreed to between the Medical carrier and the Provider. Coinsurance is unlike Copay which is always a flat dollar amount.

**Maximum Medical Out of Pocket** • This is the maximum you'll pay per year for medical services before your health plan begins to pay for 100% of services, protecting you and your family from catastrophic medical expenses. Most of your copayments, deductibles and coinsurance payments will be counted toward this limit.

## HEALTH BENEFITS PROGRAM ELIGIBILITY REQUIREMENTS

1. Entity must be a public agency formed under California law.
2. Entity must have a minimum of two full-time active employees to join. An active full-time employee is an employee who is eligible for enrollment in employee sponsored benefits paid for by the Entity. Part-time employees may be considered active employees only if they are currently part of the benefit eligible population and work a minimum of twenty hours weekly.
3. **Active Employees:**  
*Medical Benefits* - Entity must contribute a minimum of 75% of the cost for active employees.  
*Ancillary Coverages* - Entity must contribute a minimum of 75% of the cost for active employees.
4. **Dependents:**  
*Medical Benefits* - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.  
*Ancillary Coverages* - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
5. **Retirees:**  
*Medical Benefits* - Entity may offer coverage to retirees.  
*Ancillary Coverages* - Entity may offer coverage to retirees. Retirees are only eligible for Dental and Vision.
6. **Public Officials:**  
 Entity may offer coverage to public officials (board members, etc.) only if they are currently being covered and Entity's enabling act, plans and policies allow it. Entity is required to cover 75% of the cost for public officials when covering their medical benefits/ ancillary coverages. Participation for public officials is limited to their term of office.
7. Entity must have at least 75% of eligible employees (and public officials if they are offered coverage by the Entity) enrolled in order to participate. Public Officials, retirees and dependents may not be covered unless active employees are covered.
8. Premiums are based on a full month. There are no partial months or prorated premiums and member changes will be effective first of the month following the qualifying event. The waiting period for medical benefits/ancillary coverages is effective 1st of the following the date of hire of an employee.
9. The maximum dependent child age is 26. Disabled dependent children are not subject to the dependent age restrictions; however, a verification form will be required certifying the disability.
10. Each prospective new Entity must complete and submit the SDRMA Interest Forms including a large claimant disclosure form (Medical Benefits only) detailing any knowledge of and information pertaining to large and/or ongoing claims. Each Entity is subject to underwriting review and may or may not be accepted for coverage. The underwriting process may take up to two weeks for completion.
11. Entity's governing body must approve a resolution authorizing participation in SDRMA's health benefits program and execute the Memorandum of Understanding (MOU).
12. Once an Entity is approved by underwriting they must submit the Resolution and MOU to SDRMA 45 days before the requested effective date of coverage.
13. *Medical Benefits* - Not all Plans will be offered and available to Entities joining the medical benefits program. The Access+ HMO 15, HMO 20 and Kaiser Plans are not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the HMO plans are available in your area. Entities selecting one of the medical benefits program HDHP High Deductible Plans (HSA Compatible) are responsible for adhering to IRS rules and regulations and maintenance of the HSA account. SDRMA does not provide this service but can provide contact information for a financial institution that is currently offers this type of service.
14. **Plan Selections and Combination Guidelines:**  
*Plan Selection*  
 Subject to underwriting review and approval:
  - 2-100 enrolled lives: 2 plans + 1 Kaiser plan
  - 101-200 enrolled lives: 3 plans + 1 Kaiser plan*Plan Combinations*
  - Only 1 HMO or HDHP plan may be offered to an employee group
  - Future plan changes are subject to review and approval by underwriting
15. *Ancillary Coverages* - Entity will choose the particular dental and/ or vision plan option to offer its employees. The employees are only allowed to enroll in that particular plan.



**MEDICAL BENEFIT RATES FOR 2019 – GUARANTEED UNTIL JANUARY 1, 2020**

**AREA I - Northern CA:  
Bay Area**

Alameda, Amador, Contra Costa,  
Marin, Napa, Nevada,  
San Francisco, San Joaquin,  
San Mateo, Santa Clara,  
Santa Cruz, Solano, Sonoma,  
Sutter, Yolo, Yuba

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$863.94	\$1,725.84	\$2,245.02
Platinum PPO	\$943.50	\$1,887.00	\$2,454.12
Silver PPO	\$619.14	\$1,241.34	\$1,611.60
EPO	\$1,037.34	\$2,075.70	\$2,697.90
HDHP 10%	\$708.90	\$1,417.80	\$1,842.12
HDHP 20%	\$610.98	\$1,220.94	\$1,588.14
Access+ HMO 15	\$962.88	\$1,925.76	\$2,504.10
Access+ HMO 20	\$894.54	\$1,790.10	\$2,326.62
Kaiser HMO 15	\$821.10	\$1,622.82	\$2,104.26
Kaiser HMO 20	\$791.52	\$1,563.66	\$2,027.76

**AREA II - Northern CA:  
Other Counties**

Alpine, Butte, Calaveras, Colusa,  
Del Norte, Glenn, Humboldt,  
Lake, Lassen, Mariposa,  
Mendocino, Merced, Modoc,  
Mono, Monterey, Plumas,  
San Benito, Shasta, Sierra,  
Siskiyou, Stanislaus, Tehama,  
Trinity, Tuolumne

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$839.46	\$1,680.96	\$2,181.78
Platinum PPO	\$899.64	\$1,798.26	\$2,335.80
Silver PPO	\$601.80	\$1,204.62	\$1,564.68
EPO	\$1,003.68	\$2,011.44	\$2,616.30
HDHP 10%	\$698.70	\$1,402.50	\$1,821.72
HDHP 20%	\$577.32	\$1,153.62	\$1,501.44
Access+ HMO 15	\$972.06	\$1,943.10	\$2,526.54
Access+ HMO 20	\$905.76	\$1,810.50	\$2,351.10
Kaiser HMO 15	\$821.10	\$1,622.82	\$2,104.26
Kaiser HMO 20	\$791.52	\$1,563.66	\$2,027.76

**AREA III - Southern CA:  
Los Angeles Area**

Los Angeles, San Bernardino,  
Ventura


PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$714.00	\$1,422.90	\$1,850.28
Platinum PPO	\$780.30	\$1,557.54	\$2,022.66
Silver PPO	\$515.10	\$1,023.06	\$1,329.06
EPO	\$834.36	\$1,663.62	\$2,161.38
HDHP 10%	\$625.26	\$1,250.52	\$1,624.86
HDHP 20%	\$516.12	\$1,031.22	\$1,340.28
Access+ HMO 15	\$749.70	\$1,498.38	\$1,946.16
Access+ HMO 20	\$698.70	\$1,393.32	\$1,810.50
Kaiser HMO 15	\$679.32	\$1,340.28	\$1,737.06
Kaiser HMO 20	\$650.76	\$1,283.16	\$1,662.60

Rates shown are for active and retired employees, and public officials.

# CROCKETT COMMUNITY SERVICES DISTRICT

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TO: Personnel Committee  
FROM: General Manager   
SUBJECT: Ancillary Coverages – Dental, Vision, and Employee Assistance Program (EAP)  
DATE: March 5, 2019

At our last meeting the Personnel Committee discussed benefits offered to its employees. During research on Health Benefits staff was informed of ancillary coverages including dental, vision, and employee assistance programs (EAP) offered through the Special District Risk Management Authority (SDRMA). In addition, staff reached out to our legal counsel for recommendations and also spoke with Regional Government Services (RGS), a public agency serving the consulting, administrative and project management needs of local governments.

For discussion today, the ancillary coverages offered by SDRMA are being used as reference. The benefits that can be discussed are:

- Delta Dental
- Dental ental DeltaCare HMO Plan
- Vision Service Plan
- VOYA Basic Life and AD&D
- VOYA LTS Long Term Disability
- MHN Employee Assistance Program

A few rate sheets are provided (Appendix A) for discussion purposes. The full *Benefits guide* [http://www.sdrma.org/wp-content/uploads/2018/08/SDRMA2019HealthBeneBR\\_Web-1.pdf](http://www.sdrma.org/wp-content/uploads/2018/08/SDRMA2019HealthBeneBR_Web-1.pdf) is the same one use for SDRMA Health Benefits and lists out all ancillary coverages details and rates.

The District currently provides Long Term Disability to all regular full-time and part-time employees, those that work a minimum of 20 hours per week. Insurance is through The Lincoln National Life Insurance Company and is set to renew on July 1, 2019.

## ACTION:

The Personnel Committee should discuss, formulate opinions, and give direction to staff.

\*\*\*\*\*

# Ancillary Coverages Summary

APPENDIX A  
ANCILLARY COVERAGES (3/5/2019)

DELTA DENTAL PPO – RATES GUARANTEED UNTIL JANUARY 1, 2020

DENTAL BENEFITS	Low Plan	
	PPO	Non-PPO
Calendar Year Maximum	\$1,000	\$750
	(Per patient per calendar year)	
Calendar Year Deductible Individual / Family	\$50 / \$150 (Waived for Preventive)	
Age Limitations	Dependents to Age 26	
Diagnostic and Preventive Oral Exam Routine Cleaning X-Rays Fluoride Treatment Space Maintainers Specialist Consultations	100%	100%
Basic Services Fillings Endodontics (Root Canal) Periodontics (Gum Treatment) Tissue Removal (Biopsy) Extractions & Other Oral Surgery Sealants	80%	80%
Major Services Crown Repair Inlays, Onlays Cast Restorations Bridges Partial and Full Dentures Orthodontics	50%	50%
Eligible for Benefit	Not Covered	
Lifetime Maximum		
(Employer Contributes 51-100% of dependent cost):		
Rates		
Employee Only	\$29.27	
Employee + 1 Dependent	\$50.29	
Employee + 2 or More Dependents	\$81.19	
(Employer Contributes 0-50% of dependent cost):		
Rates		
Employee Only	\$29.27	
Employee + 1 Dependent	\$53.55	
Employee + 2 or More Dependents	\$88.84	

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

VSP VISION – RATES GUARANTEED UNTIL JANUARY 1, 2021

VISION BENEFITS	Option 1 - Plan A		Option 2 - Plan B	
	In-Network	Non-Network	In-Network	Non-Network
Copay	\$25 for Exam and/or Materials		\$25 for Exam and/or Materials	
Exam	Covered after Copay	Plan pays up to: \$50	Covered after Copay	Plan pays up to: \$50
Lenses				
Single	Covered after Copay	\$50	Covered after Copay	\$50
Bifocal	Covered after Copay	\$75	Covered after Copay	\$75
Trifocal	Covered after Copay	\$100	Covered after Copay	\$100
Frames	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70
Contact Lenses - Elective	\$130 Allowance	\$105	\$130 Allowance	\$105
Contact Lenses - Medically Necessary	Covered after Copay	\$210	Covered after Copay	\$210
Contact Exam and Fitting	Up to \$60	\$0	Up to \$60	\$0
Frequency of Services				
Eye Examination	12 months		12 months	
Lenses	24 months		12 months	
Frames	24 months		24 months	
Contact Lenses <sup>1</sup>	24 months		12 months	
Rates				
Employee Only	\$6.53		\$7.55	
Employee + 1 Dependent	\$12.65		\$14.69	
Employee + 2 or More Dependents	\$19.99		\$23.26	

<sup>1</sup> Contact lenses are in lieu of spectacle lenses and frames

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

**VOYA FINANCIAL BASIC LIFE AND AD&D – RATES GUARANTEED UNTIL JULY 1, 2020**

For Groups with 10(+) lives Basic Life and AD&D Benefits			For Groups with less than 10 lives Basic Life and AD&D Benefits		
Eligibility:	All Eligible Employees working at least 20 hrs/wk		Eligibility:	All Eligible Employees working at least 20 hrs/wk	
Life Benefits:	Groups must elect a flat amount of: \$10,000-\$100,000 in \$10,000 increments Basic life benefits have to be defined by class of employee; i.e. City manager, confidential employees, etc. or All employees as one class or 1x Annual Salary or 2x Annual Salary		Life Benefits:	Groups must elect a flat amount of: \$10,000-\$100,000 in \$10,000 increments Basic life benefits have to be defined by class of employee; i.e. City manager, confidential employees, etc. or All employees as one class or 1x Annual Salary or 2x Annual Salary	
AD&D Benefits:	Same as Life		AD&D Benefits:	Same as Life	
Guaranteed Issue Amount	\$100,000		Guaranteed Issue Amount	\$100,000	
Benefit Reduction Formula	Age	% of Original Benefit	Benefit Reduction Formula	Age	% of Original Benefit
	65	65%		65	65%
	70	50%		70	50%
Accelerated Death Benefit	50% of Life Benefits if less than 6 Month Life Expectancy		Accelerated Death Benefit	50% of Life Benefits if less than 6 Month Life Expectancy	
Waiver of Premium	Included		Waiver of Premium	Included	
Seat Belt Benefit (AD&D)	Included		Seat Belt Benefit (AD&D)	Included	
Rate per \$1,000	\$0.276 *		Basic Life Rate per \$1,000: Under Age 30	\$0.206 *	
			Basic Life Rate per \$1,000: Age 30-39	\$0.268 *	
Sample for 10+ lives 1 employee with 100,000 of life insurance Volume X rate/1000 100,000 X 0.29/1000 = \$29.00			Basic Life Rate per \$1,000: Age 40-49	\$0.374 *	
			Basic Life Rate per \$1,000: Over Age 49	\$0.516 *	

\* Rates provided on Ancillary invoice may vary slightly because of rounding.

Entities must contribute a minimum of 75% of the cost for active employees only. See page 26, note 3 for underwriting guideline of entity contribution for active employees.

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



**VOYA FINANCIAL SUPPLEMENTAL LIFE – RATES GUARANTEED UNTIL JULY 1, 2020**

**Supplemental Life Benefits\***

Eligibility	All Eligible Employees working at least 20 hrs/wk	
Employee Benefit		
Minimum	\$20,000	
Maximum	\$250,000	
Increments of:	\$10,000	
Guaranteed Issue Amount	Under Age 60: \$100,000 Age 60 and Over: \$50,000	
Spouse Benefit	Not to Exceed 50% of Employee's Supplemental Life Benefit	
Minimum	\$20,000	
Maximum	\$125,000	
Increments of:	\$5,000	
Guaranteed Issue Amount	\$25,000	
Dependent Child(ren) Benefit		
Minimum	\$5,000	
Maximum	\$10,000	
Increments of:	\$5,000	
Guaranteed Issue Amount	\$10,000	
Benefit Duration	Age	% of Original Benefit
	65	65%
	70	50%
Waiver of Premium	Included	
Portability	Included	
	Rates	
Rates per \$1,000	Employee Rate (AD&D)	Spouse Rate (1) (2) (No AD&D)
Under Age 25	\$0.116 **	\$0.071 **
Age 25-29	\$0.116 **	\$0.071 **
Age 30-34	\$0.147 **	\$0.102 **
Age 35-39	\$0.167 **	\$0.122 **
Age 40-44	\$0.218 **	\$0.173 **
Age 45-49	\$0.300 **	\$0.255 **
Age 50-54	\$0.483 **	\$0.439 **
Age 55-59	\$0.779 **	\$0.734 **
Age 60-64	\$1.167 **	\$1.122 **
Age 65-69	\$2.187 **	\$2.142 **
Over Age 70	\$3.513 **	\$3.468 **
Dependent Child Rate per \$1,000	\$0.204 **	\$0.204 **

(1) The age of the employee is used when calculating the premium for Supplemental Life for the spouse.

(2) The spouse or dependents can only enroll in Supplemental Life if the employee is enrolled in Supplemental Life.

\* Supplemental Life is only available if the Entity is enrolled in VOYA Financial Basic Life and AD&D.

\*\* Rates provided on Ancillary Invoice may vary slightly because of rounding.

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.





**VOYA FINANCIAL LONG TERM DISABILITY – RATES GUARANTEED UNTIL JULY 1, 2020**

For Groups with less than 10 lives		
Long Term Disability Benefits	Option 1	Option 2
Eligibility:	All Eligible Employees working at least 20 hrs/wk	All Eligible Employees working at least 20 hrs/wk
Elimination Period	90 Days (1)	180 Days (2)
Monthly Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Own Occupation Definition	24 Months	24 Months
Disability Earnings Test	80%	80%
Definition of Disability	Earnings & Occupation	Earnings & Occupation
Recurrent Disabilities	6 Months	6 Months
Mental Health/Substance Abuse Limitations	24 Months	24 Months
Maximum Benefit Duration	To Age 65 or SSNRA	To Age 65 or SSNRA
Pre-Existing Condition	3/12	3/12
Age Banded Rates	Option 1 – 90 days	Option 2 – 180 days
Rate per \$100: Under age 25	\$0.134 *	\$0.105 *
Rate per \$100: Age 25-29	\$0.182 *	\$0.134 *
Rate per \$100: Age 30-34	\$0.230 *	\$0.172 *
Rate per \$100: Age 35-39	\$0.297 *	\$0.219 *
Rate per \$100: Age 40-44	\$0.383 *	\$0.287 *
Rate per \$100: Age 45-49	\$0.497 *	\$0.373 *
Rate per \$100: Age 50-54	\$0.650 *	\$0.488 *
Rate per \$100: Age 55-59	\$0.851 *	\$0.641 *
Rate per \$100: Over age 60	\$1.109 *	\$0.831 *

(1) Benefit begins after 90 days  
 (2) Benefit begins after 180 days

\* Rates provided on Ancillary invoice may vary slightly because of rounding.

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

## Employee Assistance Program


Number of Sessions/Frequency	3 Face to Face, telephonic/web-video sessions per incident per member
Employee Services	Telephonic Counseling & Referral for Counselling Sessions
Work Life	Life Management Services
Legal	Legal Referral Service – Up to 30 minutes/session and 25% discount for additional services
Dependent Care	Child & Elder Care Referral Service
Financial	Financial Consultations to include Pre-retirement and tax consultations
Education Referrals	Education and Schooling Referrals
Concierge	Daily Living Services
Employer Services	
Brown Bag Seminars	10 hours/year/member group
CISD – Critical Incident Stress Debriefing	20 hours per incident/member group
Management Consultations	Unlimited
Management Training	Unlimited
On-site Orientation	No Limits
Reports	Annual Utilization reports
Newsletter and Collateral Materials	Yes, No Charge
Internet Service	members.mhn.com
EAP Rate – Per Employee Per Month	\$2.82
Identity Theft Assistance:	30-minute free consultation with a trained fraud specialist
Daily Living:	Assistance with pet care, consumer services, home contractors, travel arrangements and more

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

# CROCKETT COMMUNITY SERVICES DISTRICT

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TO: Personnel Committee  
FROM: General Manager   
SUBJECT: On-call Standby for Sanitary Department Managers  
DATE: March 5, 2019

Currently the General Manager/Crockett Sanitary Department Manager and Port Costa Sanitary Department Manager provide on-call emergency standby coverage as part of their employment agreement. 24/7 coverage is provided. Two employees split the coverage approximately 50%/50% with each employee alternating weeks and adjusting for vacation and sick leave as needed. There is no on-call standby policy.

Only exempt employees rotate on-call coverage. The Fair Labor Standards Act (FLSA) on-call reporting and pay rules do not apply to exempt employee positions.

Employment contracts and the District's Personnel Policy & Procedures Manual prohibit outside employment (pg. 21 Item V.L.) if it would conflict with duties and responsibilities (i.e. on-call coverage). The on-call requirement restricts the employee from seeking side gig-economy work while on standby.

Our District Sewer System Management Plan (SSMP) Overflow Emergency Response Plan requires employees strive to report to the location within 30 minutes, and they must respond within 60 minutes of the initial SSO report. The requirement to respond in 30 minutes has been interpreted as a restricted condition by FLSA with other agencies. The requirement forces employees to live close enough to District facilities to respond to emergencies.

California Association of Sanitation Agencies (CASA) 2017 Salary/Benefits Survey shows that the majority of agencies provide Standby Pay ranging from \$1.35-\$3 per hour, \$30-135 per day, \$200-\$500 per week. The majority of employees receiving standby pay are hourly employees as executive management does not normally respond after-hours.

## ACTION:

The Personnel Committee should discuss the value on-call coverage, formulate opinions, and give direction to staff.

\*\*\*\*\*

**TO: Personnel Committee**  
**FROM: General Manager**   
**SUBJECT: Requested information on Alternative 9/80 Schedule**  
**DATE: February 28, 2019**

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#### **N. Alternative Work Schedule Policy**

The Alternative Work Schedule Policy and Alternative 9/80 Schedule was adopted November 16, 2016 and codified into the Personnel Policy & Procedures Manual.

Alternative Work Schedule (AWS) programs are for the mutual benefit of employer and employees, enabling managers to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. It is the General Managers responsibility to determine whether to establish AWS programs; negotiate with exclusive representatives when appropriate; administer the programs efficiently; and ensure that the AWS programs do not cause an adverse agency impact. The General Manager is responsible for complying with the law and regulations and following the District's policies and guidance to administer pay policies and programs for District employees. The District may determine the general policy, as well as guidelines, instructions, and procedures providing for the establishment of AWS programs. The District may establish any number of AWS programs.

The suspension of premium pay and scheduling provisions of the overtime pay provisions of the Fair Labor Standards Act of 1938, as amended (FLSA) apply only to employees participating in an AWS program. All other provisions the FLSA remain in effect for nonparticipating employees.

##### **1. Alternative 9/80 Schedule (AWS Program)**

Section III.A of the District's Personnel Policy & Procedures Manual establishes the District's basic full-time work schedule as five eight (8) hour days per week, Monday - Friday. Full-time FLSA exempt management employees often work in excess of eight hours per day and more than five days per week, due to the nature of those positions. Consequently, full-time FLSA-exempt managers may be granted the option of working an alternative 9/80 schedule. The 9/80 schedule is considered a Compressed Work Schedule (CWS). The 9/80 schedule is a privilege and may be revoked at any time by the General Manager or Board of Directors.

Managers working on a 9/80 schedule will work nine (9) hour days Monday through Thursday. Managers will alternate each week between working eight hours one Friday and taking the following Friday off. The work week for 9/80 employees begins on Friday at 1:00 p.m. and ends the following Friday at 12:59 p.m. The below table illustrates the 9/80 schedule.

M	T	W	TH	FRI	SAT	SUN
9	9	9	9	4/4		
9	9	9	9	0		
9	9	9	9	4/4		
9	9	9	9	0		

Managers shall coordinate their Friday work schedules to ensure that one manager's day off coincides with the other's eight-hour work day, to ensure work coverage.

If, due to necessity, a manager is required to work on a Friday that is his scheduled day off, an additional day off shall be provided to the employee by the General Manager to be used the following work week. Managers may coordinate and temporarily adjust back to a 40 week schedule if coverage is needed for an extended vacation or absence by one of the managers. When a manager's day off coincides with a District Holiday, the employee may take the following scheduled work day off.

Accumulation of vacation hours and floating holidays remain at 8-hour days, the standard work day. When a vacation day, floating holiday, or sick day is taken Monday thru Thursday 9 of the employees accumulated hours are used.