

Sacramento Area Sewer District
Employee Benefits
For
Employee Group 4 – Management



Effective November 16, 2025

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Preamble

This resolution provides salary, benefits, and defines certain terms and conditions of employment for employees listed in Appendix "A" Covered Classifications.

Article 1 - Hours of Work

1.1. Work Week

The work week begins at 12:00 AM on Sunday and ends at 11:59 PM on Saturday, except for employees on a 9/80 work schedule.

1.2. Work Schedules

Work schedules are determined at the discretion of the Department Director or designee and are subject to change with or without notice, according to the needs of the department or SacSewer. Employees must be in attendance and at work during the hours specified by the supervisor. Employees may be assigned to any of the following work schedules:

- (a) 5/8: The 5/8 schedule consists of five (5) consecutive workdays of eight (8) hours followed by two (2) consecutive days off.
- (b) 4/10: The 4/10 schedule consists of four (4) consecutive workdays of ten (10) hours followed by three (3) consecutive days off.
- (c) 9/80: The 9/80 schedule consists of four (4) consecutive workdays of nine (9) hours plus an extra day-off every other week and four (4) consecutive workdays of nine (9) hours plus one workday of eight (8) hours on the balance of the work weeks.

1.3. Meal Periods

A minimum of a 30-minute non-compensated meal period is provided to employees who work more than five (5) hours in a workday.

1.4. Rest Periods

A 15-minute compensated rest period is provided to employees for each four-hour period of service. Rest periods may not be combined to shorten the workday or to extend the meal period and will not be scheduled within one (1) hour of the beginning or end of the work shift.

Article 2 - Salaries and Incentives

2.1. Longevity Pay

Employees who complete ten (10) years of full-time service receive longevity pay in the amount of two and a half percent (2.5%) of their salary. Employees who complete fifteen (15) years of full-time service receive an additional two and a half percent (2.5%) of their

base rate of pay. Employees who move from Sacramento County employment to SacSewer employment on December 15, 2024, will have only current continuous Sacramento County time and SacSewer time count towards Longevity Pay.

2.2. Bilingual Pay

Employees in authorized assignments who speak and/or write in a language other than English, and who can do so fluently as determined by SacSewer receive Bilingual Pay in the amount of two percent (2.0%) of their base rate of pay.

2.3. Supervisor Pay

Employees assigned to supervise or lead a shift in the absence of a supervisor or lead for a minimum of thirty-six (36) consecutive hours will receive Supervisor Pay in the amount of five percent (5.0%) of their base rate of pay.

2.4. Additional Unit Pay

Employees assigned an additional unit for a minimum of three (3) weeks will receive Additional Unit Pay in the amount of five percent (5.0%) of their salary.

2.5. Education Pay

Employees in the classifications of Accounting Manager and Senior Accounting Manager who possess a Master's Degree, Certified Public Accountant (CPA), Certified Internal Auditor (CIA), or Certified Information Systems Auditor (CISA) receive Education Pay in the amount of five percent (5.0%) of their base rate of pay.

Employees in the classification of Training and Organizational Development Manager who possess a Master's degree receive Education Pay in the amount of five percent (5.0%) of their base rate of pay.

Article 3 - Wages

3.1. Benchmark Classifications

The following classifications are benchmark classifications: Accounting Manager, Fleet Manager, Information Technology Manager, and Maintenance & Operations Manager.

3.2. Wages

Effective June 28, 2026, all benchmark classifications and classification ties, with the exception of Control & Electrical System Manager, Deputy Director of EchoWater Operations, Senior Administrative Analyst, Treatment Plant Operations & Maintenance Manager I, will receive a COLA equal to the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

Effective June 27, 2027, all benchmark classifications and classification ties, with the exception of Control & Electrical System Manager, Deputy Director of EchoWater Operations, Senior Administrative Analyst, Treatment Plant Operations & Maintenance Manager I, will receive a COLA equal to the U.S. Bureau of Labor Statistics Employment Cost Index (ECI) for the December-to-December movement of the ECI for the previous 12 months.

3.3. Equity Adjustments

The classifications below will receive equity adjustments as follows:

Classifications:	11/16/2025	6/28/2026	6/27/2027
Accounting Manager	4.50%		
Fleet Manager	7.00%	3.25%	
Information Technology Manager	7.00%	7.00%	4.50%
Maintenance & Operations Manager	14.00%	7.00%	

3.4. Benchmark Relationships

Classifications	Classification Ties	Spread		
		2025	2026	2027
ASO III	ASO II	16.00%	16.00%	10.25%
Chief Scientist	Principal Civil Engineer	10.25%	10.25%	10.25%
Control & Electrical Systems Manager	Treatment Plant Operations & Maintenance Manager I	0.00%	0.00%	0.00%
Deputy Director of EchoWater Operations	Treatment Plant Operations & Maintenance Manager II	0.00%	0.00%	0.00%
Environmental Health & Safety Manager	Environmental Health & Safety Specialist	21.75%	21.75%	21.75%
Environmental Legislative & Regulatory Affairs Manager	Principal Civil Engineer	-5.00%	-5.00%	-5.00%
Environmental Program Manager I	Environmental Program Manager II	-16.00%	-16.00%	-16.00%
Environmental Program Manager II	Principal Civil Engineer	-5.00%	-5.00%	-5.00%
Facilities Manager	Fleet Manager	10.25%	10.25%	10.25%
Information Security Officer	Information Technology Manager	0.00%	0.00%	0.00%
Laboratory Manager	Environmental Laboratory Supervisor	48.00%	35.00%	27.75%
Maintenance & Operations Assistant Superintendent	Maintenance & Operations Manager	10.25%	10.25%	10.25%

Maintenance & Operations Superintendent	Maintenance & Operations Assistant Superintendent	21.75%	21.75%	21.75%
Planner Scheduler Manager	Fleet Manager	0.00%	0.00%	0.00%
Principal Civil Engineer	Senior Civil Engineer	10.25%	10.25%	10.25%
Principal Engineer/Architect	Principal Civil Engineer	0.00%	0.00%	0.00%
Public Information Manager	Senior Public Information Officer	21.75%	21.75%	21.75%
Purchasing Manager	Senior Contracts Officer	40.00%	35.00%	30.00%
Senior Accounting Manager	Accounting Manager	10.25%	10.25%	10.25%
Senior Administrative Analyst	Accounting Manager	5.25%	5.25%	5.25%
Senior Civil Engineer	Associate Civil Engineer	16.00%	16.00%	16.00%
Senior Electrical Engineer	Senior Civil Engineer	0.00%	0.00%	0.00%
Senior Scientist	Chief Scientist	-16.00%	-16.00%	-16.00%
Training & Organizational Development Manager	Purchasing Manager	0.00%	0.00%	0.00%

3.5. Salary Survey

When conducting a salary survey, only benchmark classifications and the following agencies will be used: Central Contra Costa Sanitary District, City of Roseville, City of Sacramento, City of San Jose, Dublin-San Ramon Services District, East Bay Municipal Utilities District, Eastern Municipal Water District, El Dorado Irrigation District, Orange County Sanitation District, and Union Sanitary District.

Additionally, each salary survey will include the following data points that are available to new hires: Top Salary Step, Education Pay – maximum, Certificate Pay – maximum, Longevity Pay – maximum, Health Benefits – employer’s maximum contribution towards family medical, dental, and vision, Employer Deferred Compensation Contribution, Employer Social Security Contribution, and Employee pickup of Employer Pension Costs using the PEPRA Retirement tier. The median of the salary survey will be identified.

3.6. Retroactive Payment

Effective November 16, 2025, all classifications listed in Appendix “A” shall receive a one-time retroactive payment effective from June 29, 2025.

Article 4 - Holidays

4.1. Holidays

Employees receive the following holidays with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- December 25

For employees whose normal work schedule does not include Saturday and Sunday, if New Year's Day, Independence Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Juneteenth, or December 25 falls on a Sunday, the following Monday is treated as the holiday. If any of those holidays fall on a Saturday, the preceding Friday is treated as the holiday.

4.2. "Eve" Leave

Employees may use four (4) hours of eve leave that may only be used on December 24 or New Year's Eve. Any time not used will be paid on the paycheck that includes New Year's Eve.

4.3. Holiday Pay

Employees who do not receive Holiday in Lieu receive eight (8) hours of pay for each Holiday. Employees who are required to work on a holiday receive holiday pay and pay for the actual time worked on the holiday.

Article 5 - Leaves

5.1. Vacation Leave

Employees earn vacation leave while in paid status up to a maximum of 400 hours. Employees accrue vacation time according to their full-time status and the number of consecutive years the employee has worked for SacSewer as follows:

<u>Consecutive Full-Time Years of Service</u>	<u>Received Hours per Pay Period of Paid Status</u>
Less than 3 years	3.1
3-6 years	4.6
6-9 years	5.5
9-10 years	5.8
10-11 years	6.2
11-12 years	6.5
12-13 years	6.8
13-14 years	7.1
14-15 years	7.4
More than 15 years	7.7

Upon twenty-five (25) years of service with SacSewer, employees will receive a one-time accrual of eight (8) hours of vacation. Unpaid time does not count towards years of service.

Employees with prior full-time public sector employment with the State of California, or a California county, city, local agency, or special district will receive a vacation accrual rate based on their cumulative prior years of public service. The Personnel Officer or designee will verify prior years of full-time public service.

5.1. Vacation Cash-Out

By November 1 of each year, employees who have at least one hundred (100) hours of vacation may make an irrevocable election to cash-out up to forty (40) hours vacation that will accrue in the next calendar year. The employee can elect to receive the cash-out on the second paycheck in July or the second paycheck in December.

5.2. Sick Leave

Employees who are in a paid status accrue four point six (4.6) hours of sick leave per pay period. Accrued sick leave carries over from year to year. No accrual limit applies. Sick leave is not subject to cash-out during and/or at the end of employment.

5.3. Sick Leave Cash-Out Upon Retirement

Employees in Appendix "C" Sick leave Cash-out Upon Retirement who moved from Sacramento County employment to SacSewer employment on December 15, 2024, upon retirement, may cash-out up to one-half (50%) of their accrued sick leave. The remaining balance of sick leave is credited as service towards retirement.

5.4. Sick Leave Cash-Out Upon Death

In the event of an active employee's death, the beneficiary will be paid the monetary value of all accrued sick leave.

5.5. Bereavement Leave

Employees who have been employed by SacSewer for at least thirty (30) days are entitled to five (5) days of protected bereavement leave in the event of the death of a “family member.” Employees will also receive forty (40) hours of paid leave that must be used concurrently with any bereavement leave taken. Employees must first utilize any available, unused vacation sick leave for the remaining portion of any unpaid bereavement leave.

A “family member” means any parent, spouse, registered domestic partner, child, child of an employee’s registered domestic partner, grandchild, great grandchild, grandparent, great grandparent, grandparent in-law, brother, brother-in-law, brother and sister of an employee’s registered domestic partner, sister, sister-in-law, registered domestic partner’s brother and sister, mother-in-law, father-in-law, mother and father of an employee’s registered domestic partner, or the death of any child or close relative who resided with the employee at the time of death.

An employee who utilizes bereavement leave must notify their supervisor or Department Director or designee of the intent to use such leave. Employees may use such leave on a non-consecutive basis but must complete leave within three (3) months of the date of death of a “family member.” SacSewer may request an employee seeking bereavement leave to provide documentation to support the leave.

5.6. Jury Duty

Employees are allowed time off with pay in connection with jury duty. Employees must notify their appointing authority upon receiving notice of jury duty.

Article 6 - Health and Welfare

6.1. Medical

SacSewer contracts for employees, retirees, and their dependents medical insurance benefit plans through the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA). Employees must enroll in SacSewer’s sponsored dental plan. SacSewer contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is 80% of the employee-only Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 4: The total benefit is 80% of the employee plus one Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 5: The total benefit is 80% of the employee plus family Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Effective plan year 2026, SacSewer contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit equals the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit equals the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is 90% of the employee only Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 4: The total benefit is 90% of the employee plus one Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

Note 5: The total benefit is 90% of the employee plus family Kaiser Region 1 CalPERS Plan plus 100% of the dental premium.

6.2. Medical-in-Lieu

Employees listed in Appendix “B” Medical-in-Lieu will continue receiving medical-in-lieu as identified in the appendix. If at any time the employee enrolls in SacSewer medical insurance, they will no longer be eligible for medical-in-lieu.

6.3. Dental Insurance

SacSewer provides employees and their covered dependents basic dental insurance.

6.4. Vision Insurance

SacSewer provides employees and their covered dependents basic vision insurance.

6.5. Basic Life Insurance

SacSewer provides employees with \$50,000 life insurance.

6.6. Supplemental Life Insurance

Employees may purchase additional life insurance for themselves and their dependents, at their expense.

6.7. Employee Assistance Program

SacSewer provides employees and their dependents an Employee Assistance Program (EAP). Employees may contact Human Resources for details.

6.8. Flexible Spending Accounts

Employees may contribute to the extent provided by law to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

6.9. IRS 125 Dependent Care Spending Plan

Employees may contribute to the extent provided by law to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

Article 7 - Retirement Plan

7.1. Retirement Tier 2

Employees hired between September 27, 1981, and June 26, 1993, who did not convert some or all service credits to Miscellaneous Tier 3 receive Miscellaneous Retirement Tier 2 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

7.2. Retirement Tier 3

Employees hired after June 26, 1993, and before January 1, 2012, receive Miscellaneous Retirement Tier 3 – 2% at age 55.5 formula with a final compensation based on the highest three-year average compensation and have a two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

7.3. Retirement Tier 4

Employees hired after December 31, 2011, who are not classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013 receive Miscellaneous Retirement Tier 4 – 1.92% at age 60 formula with a final compensation based on the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay up to fifty percent (50.0%) but not more than allowable under California Government Code 31631.5(a)(1) of the combined employee and employer normal cost as defined in the County Employees' Retirement Law of 1937.

7.4. Retirement Tier 5

Employees hired after December 31, 2012, who are classified as a new member pursuant to California Public Employees' Pension Reform Act of 2013, receive Miscellaneous Retirement Tier 5 – 2% at age 62 formula with a final compensation based upon the highest three-year average compensation and have a maximum of two percent (2%) post-retirement cost of living adjustment factor pursuant to Government Code Section 31870. These employees pay fifty percent (50.0%) of the total normal cost as defined in the County Employees' Retirement Law of 1937.

7.5. Disability Retiree-Return Rights

A person who formerly held permanent status and was placed on disability retirement, who is subsequently determined by the retirement board to not be incapacitated and who is eligible for reinstatement as provided in Government Code Section 31730, and who is returned to SacSewer service, will have permanent status in a position comparable to that held at the time of retirement. The returned person's seniority and benefits will be based on service at the time of retirement.

7.6. Sick Leave Conversion at Retirement

Unused sick leave may be converted to additional service credits as permitted under applicable retirement system laws and regulations.

7.7. Deferred Compensation

Employees are eligible to participate in SacSewer's Deferred Compensation Plan to the extent provided by law. Employees who contribute to their 457(b) account will receive a matching contribution in one percent (1.0%) increments up to a maximum of five percent (5.0%). SacSewer's match will be placed into the employees' 401(a) account.

Article 8 - Allowances and Reimbursement

8.1. Boot Allowance

Employees receive a two hundred and fifty dollar (\$250.00) voucher every two (2) years for the purchase of safety boots, insoles, laces, and socks. Boots must meet the American National Standards Institute (ANSI) Standard Z41.1 Rating 75.

8.2. Safety Glasses

SacSewer provides and replaces safety glasses, including prescription glasses to employees when required by SacSewer.

8.3. Tuition Reimbursement

Employees may receive up to three thousand dollars (\$3,000) per year for tuition reimbursement from an accredited college, prep and certification courses related to job

classification, registration fees, and mandated educationally related materials. To qualify for the reimbursement, the employee must obtain a grade of “C” or better or “pass” when taken as pass/fail.

8.4. Transit Pass Reimbursement

SacSewer reimburses employees who purchase a Transit Pass up to seventy-five dollars (\$75.00) per month.

8.5. Commercial Driver’s License Reimbursements

SacSewer provides employees required to maintain a commercial driver’s license and/or endorsements with reasonable time without loss of compensation to obtain and renew their license/endorsements.

8.6. Water and Wastewater Certificate Reimbursement

SacSewer reimburses employees for the fees to obtain or renew a State of California Water and Wastewater Certification examinations.

SacSewer reimburses employees for the fees to obtain or renew required CWEA Certificates.

8.7. Professional Registration Exams and Renewals

SacSewer reimburses employees for fees charged by the State of California to obtain or renew their required professional registrations.

SacSewer may reimburse employees for fees charged by the State of California to obtain or renew voluntary professional registrations. Employees must have prior approval from their Director.

Article 9 - Grievance Procedure

9.1. Definition of a Grievance

A grievance is an alleged violation of a specific provision of this Resolution that adversely affects the employee and that contains all the information listed in the “Statement of the Grievance” below. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, discipline, release from probation, or the decision regarding an employee’s ability to telework.

9.2. Definition of a Grievant

A “Grievant” is defined as an employee who has a good faith belief that SacSewer has committed a grievance.

9.3. Statement of the Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: 1) the date of the alleged violation; 2) the specific provision(s) of this Resolution that was allegedly violated; 3) a description of all known facts regarding how the alleged violation occurred; and 4) a list of all known persons who are witnesses or are involved. The grievant may use a SacSewer form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

9.4. Timelines

Failure of SacSewer to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance based on the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

9.5. Procedures

- (a) Step I Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than fourteen (14) days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- (b) Step II Department Director or designee: If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to their Department Director or designee. The employee must submit the Statement of the Grievance within twenty-eight (28) days after the grievant first became aware that a grievance has occurred. The Department Director or designee will consider, discuss the grievance with the grievant, and/or investigate as they deem appropriate, and will, within fourteen (14) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant.
- (c) Step III Personnel Officer or designee: If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the Department Director or designee to the Personnel Officer or designee. An appeal must be filed within fourteen (14) days of the date of the Department Director or designee's written decision. The Personnel Officer or designee will consider and discuss the grievance with the grievant, and/or investigate as they deem appropriate, and will, within fourteen (14) days of receipt of the written Statement of the Grievance, submit their decision in writing to the grievant. The decision of the Personnel Officer or designee is final.

Article 10 - Discipline Procedure

10.1. Causes for Discipline

Probationary employees may be disciplined or separated at-will, with or without cause, and without the disciplinary procedures listed below. Employees may be disciplined for, including but not limited to, any of the following:

- (a) Violation of any department rule, SacSewer policy, regulation, ordinance, or resolution;
- (b) Absence without authorized leave or tardiness;
- (c) Excessive absenteeism and/or tardiness as defined by the employee's Department Director or designee, and/or these Policies;
- (d) Use of leave from work in a manner not authorized or provided for under SacSewer policies;
- (e) Knowingly making any false representation or statement, or making any omission of a material fact;
- (f) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- (g) Unsatisfactory job performance;
- (h) Inefficiency;
- (i) Damaging any SacSewer property, equipment, resource, or vehicle, or the waste of SacSewer supplies through negligence or misconduct.
- (j) Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- (k) Dishonesty;
- (l) Theft;
- (m) Violation of SacSewer's or a department's confidentiality policies, or unauthorized disclosure of confidential SacSewer information to any unauthorized person or entity;
- (n) Misuse or unauthorized use of any SacSewer property, including, but not limited to physical property, electronic resources, supplies, tools, equipment, SacSewer communication systems, SacSewer vehicles, or intellectual property;
- (o) Mishandling of public funds;

- (p) Falsifying or tampering with any SacSewer record, including work time or financial records;
- (q) Discourteous or offensive treatment of the public or other employees;
- (r) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- (s) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- (t) Unapproved outside employment, activity, or other enterprise that constitutes a conflict of interest with service to SacSewer;
- (u) Any unprotected conduct that impairs, disrupts or causes discredit to SacSewer, to the public service, or other employee's employment;
- (v) Reckless or unsafe conduct;
- (w) Working overtime without prior authorization or refusing to work assigned overtime;
- (x) Carrying firearms or other dangerous weapons while on duty when not required by job duties; or
- (y) Horseplay or fighting.

10.2. Types of Counseling, Reprimands, and Discipline

SacSewer may impose disciplinary action including but not limited to the following:

- (a) Counseling Memo: A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below.
- (b) Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

- (c) **Written Reprimand:** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. A written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file if the employee submits the rebuttal to the Personnel Officer or designee within fourteen (14) days after the reprimand is received.
- (d) **Suspension without Pay:** SacSewer may suspend an employee from their position without pay for cause. Documents related to a suspension will become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.
- (e) **Reduction in Pay or Paid Leave:** SacSewer may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period; or (3) loss of accrued vacation. Documents related to a reduction in pay will become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.
- (f) **Demotion:** SacSewer may demote an employee from their position to a lower position for cause. Documents related to a demotion will become part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
- (g) **Dismissal:** SacSewer may dismiss an employee for cause from their position without right of reemployment at SacSewer. Documents related to the dismissal will become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

10.3. Pre-Discipline Procedures

The following pre-discipline procedures only apply to SacSewer's for-cause employees. The following discipline procedures apply only to suspension without pay, reduction in pay, reduction of paid leave, demotion, or dismissal.

- (a) **"Skelly" Notice of Intended Disciplinary Action to Employee:** A written notice of the intended disciplinary action will be given to the employee and will include the following information:
 - 1) The level of the intended discipline;

- 2) The specific charges that support the intended discipline;
 - 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 - 4) A copy of all materials upon which the intended discipline is based;
 - 5) Notice of the employee's right to respond to the Department Director or designee regarding the intended discipline within five (5) days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
 - 6) Notice of the employee's right to have a representative of their choice at the

Skelly conference; and
 - 7) Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.
- (b) Response by Employee and *Skelly* Conference: If the employee requests a *Skelly* conference, the Personnel Officer or designee will conduct an informal conference with the employee. During the informal conference, the employee will have the opportunity to rebut the charges against them and present any mitigating circumstances. The Personnel Officer or designee will consider the employee's presentation before making a final determination about the proposed disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.
- (c) Final Notice of Discipline: After the *Skelly* conference and/or timely receipt of the employee's written response, the Personnel Officer or designee will: (1) take no disciplinary action; (2) modify the intended discipline; (3) recommend SacSewer issue an amended *Skelly* notice containing new evidence and/or change; or (4) impose the intended disciplinary action. In any case, the Personnel Officer or designee proceeds with disciplinary action, they will provide the employee with a notice that contains the following:
- 1) The level of discipline, if any, to be imposed and the effective date of the discipline;
 - 2) The specific charges upon which the discipline is based;
 - 3) A summary of the facts that show that the elements of each charge at issue in the intended discipline;
 - 4) A copy of all materials upon which the discipline is based; and

5) A reference to the employee's appeal right and deadline to appeal.

- (d) Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying SacSewer or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

10.4. Post-Discipline Appeal Procedures

The following post-disciplinary appeal procedures only apply to SacSewer's for-cause employees. "Employee" in this Section refers to both actively employed employees and persons appealing an employment termination. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, reduction of paid leave, or dismissal.

- (a) Request for Appeal Hearing: An employee may submit a written request for appeal to the Agency Administrator or designee within fourteen (14) days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- (b) Administrative Law Judge (ALJ): The Personnel Officer or designee will contact the California Office of Administrative Hearings to assign an ALJ as the hearing officer for any employee requesting an appeal hearing.
- (c) Date and Time of the Appeal Hearing: Once the ALJ has been designated, the Personnel Officer or designee will set a date for an appeal hearing and will be responsible for notifying the employee about the time and place of the hearing and notifying the ALJ of the nature of the proceeding. The employee will be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.
- (d) Prehearing Notice of Witnesses and Evidence: No later than ten (10) days before the hearing date, each party will provide the other and the ALJ a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. SacSewer will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
- (e) Subpoenas: Upon the request of either party, or upon their own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving their/its own subpoenas. SacSewer employees who are subpoenaed to testify during working hours will

be released with pay to appear at the hearing. SacSewer employees who are subpoenaed to testify during non- working hours will be compensated for the actual time spent testifying.

- (f) Continuances: The ALJ may continue a scheduled hearing only upon good cause shown or when the parties mutually agreed to continue the hearing.
- (g) Record of the Appeal Hearing: The hearing will be recorded, either electronically or by a court reporter, at the option of SacSewer. If SacSewer orders a transcript or makes a transcript of the recording, SacSewer will notify the employee within three (3) days of ordering or making the transcript and will provide a copy of the transcript after the employee pays for the duplication cost.
- (h) Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person they may select.
- (i) Employee Witnesses: SacSewer employees called as witnesses to the hearing serve without loss of pay.
- (j) Conduct of the Hearing:
 - 1) Sworn Testimony: All witnesses will be sworn in prior to testifying. The hearing officer or court reporter will request each witness to raise their hand and respond to the following: "Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"
 - 2) Evidence: Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings will be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges will be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The ALJ will determine the relevance, weight and credibility of testimony and evidence.
 - 3) Exclusion of Witnesses: During the examination of a witness, all other witnesses, except the parties, will be excluded from the hearing.
 - 4) Burden of Proof: SacSewer has the burden of proof by the preponderance of the evidence.
 - 5) Professionalism: All parties and their attorneys or representatives will not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the ALJ.
 - 6) Closed Hearing: Unless otherwise stipulated, a hearing is closed to the public and conducted in an informal manner under the direction and authority of the ALJ.

- (k) Presentation of the Case: The parties will address their remarks, evidence, and objections to the ALJ. The ALJ may terminate argument at any time and issue a ruling regarding an objection or any other matter. The ALJ may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the ALJ directs otherwise:
- 1) SacSewer is permitted to make an opening statement;
 - 2) The employee is permitted to make an opening statement;
 - 3) SacSewer will produce its evidence;
 - 4) The employee will produce its evidence;
 - 5) SacSewer, followed by the employee, may present rebuttal evidence; and
 - 6) Verbal closing arguments of no more than thirty (30) minutes may be permitted at the discretion of the ALJ. SacSewer argues first, the employee argues second, and if SacSewer reserved a portion of its time for rebuttal, SacSewer may present a rebuttal. A party may waive making a verbal closing argument if it is allowed to submit a written brief.
- (l) Written Briefs: Either party may request to submit a written brief and/or a draft decision. The ALJ will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- (m) ALJ's Decision: Within sixty (60) days of the conclusion of the hearing, the ALJ will make written findings, rulings of law (if any), and a binding decision as to the discipline. The decision of the ALJ is final. There is no process for reconsideration.
- (n) Proof of Service of the Written Findings and Decision: SacSewer will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It will be the responsibility of the employee to inform SacSewer of their address. A copy of the decision will also be provided to the Personnel Officer or designee.

Article 11 - Effective

These Employee Benefits remain in full force and effect until modified by the Board.

Appendix “A” Covered Classifications

Accounting Manager
Administrative Services Manager
Administrative Services Officer III
Chief Scientist
Control & Electrical Systems Manager
Deputy Director of EchoWater Operations
Environmental Health & Safety Manager
Environmental Legislative & Regulatory Affairs Manager
Environmental Program Manager I
Environmental Program Manager II
Facilities Manager
Fleet Manager
Information Technology Manager
Information Security Officer
Laboratory Manager
Maintenance & Operations Assistant Superintendent
Maintenance & Operations Manager
Maintenance & Operations Superintendent
Planner Scheduler Manager
Principal Civil Engineer
Principal Engineer/Architect
Public Information Manager
Purchasing Manager
Senior Accounting Manager
Senior Administrative Analyst
Senior Civil Engineer
Senior Electrical Engineer
Senior Scientist
Training & Organizational Development Manager
Treatment Plant Operations & Maintenance Manager I

Appendix “B” Medical-in-Lieu

The below employees receive eight hundred and ninety-four dollars and fifty-two cents (\$894.52) per month in-lieu of medical insurance.

Eddie Eichberger
Jack Ortega

The employees below receive five hundred and thirty-five dollars (\$535.00) per month in-lieu of medical insurance.

Robert Armstrong
Rosemary Clark
Christoph Dobson
Michael Evans
Aaron Gonzalez
Mark Hooper
Terence Lee
Mark Massello
Bruce O'Roak
Guillermo Robles
Steven Scott
Jodie Sites
Catherine Wild

The employees below receive one hundred and fifty dollars (\$150.00) per month in-lieu of medical insurance.

Louella Magtoto
Chiho Murray
Derek M Chappelle
Belinda L Padayachee
Jeffrey M Barros
Gilbert T Perez
Srividhya Ramamoorthy
Carolyn F. Balazs
Ronald J Baptista

Appendix “C” Sick Leave Cash-Out Upon Retirement

Agustin J Lopez
Anna Johnson
Anna Nikolaou
Becky Shaffer
Bruce E O'Roak
Bryan Young
Carolyn Balazs
Catherine Wild
Christoph Dobson
Dan Boulger
Dan Wilson
Dave R Leamer
David A. Alaskin
Deborah Celestre
Dillon Miele
Donald Keene
Gene Laoyan
Gerardo Aguirre
Glen Iwamura
Guillermo Robles
Gus A Favallora
Heidi Oriol
Hope Taylor
Jason Haddix
Jason Lofton
Jeff Vail
Jennifer Tigue
Jeremy Boyce
Jofil Borja
John J Hough
John Nurmi
Jose Ramirez
Joshua Nurmi
Kent Behrends
Kyle Frazier
Linda M Peters
Linda Stevens
Lisa Thompson
Lucia Escobar
Luisa M. Gomez
Mai-Tram Le
Mark Wachdorf
Marty Feldmann

Matt Doyle
Matthew McKimmy
Michael Dunbar
Michael T Redfern
Mike Crooks
Mike Huot
My Huynh
Nicole Coleman
Paige Bedegrew
Patrick K Schroeder
Paul Concannon
Paul Sutphin
Robert Seyfried
Rosemary Clark
Ryan Shewry
Sanjay Sivaprasad
Shabab Shams
Sharon Nichols-Sargeant
Sonny Lunde
Srividhya Ramamoorthy
Steve Nebozuk
Todd Coleman
Tepa Banda
Thea Durbin
Tina Cady
Tracey Ruff
Vu Pham
Yyomini Upadhyay
Will Buhler
William Yu
Yadira I Lewis