

**DEFINED BENEFIT AND COMPENSATION  
PLAN**

**for**

**CONFIDENTIAL, AT-WILL &  
UNREPRESENTED CLASSIFICATIONS**

**COACHELLA VALLEY WATER DISTRICT**

**January 1, 2025 to December 31, 2026**

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## I. PURPOSE AND COVERAGE

The Defined Compensation and Benefit Plan “Plan” shall define and set the compensation and benefits terms and conditions of employment for classifications that work under the direction and at the will of the General Manager as identified herein. This Plan shall be interpreted and enforced, in conjunction with any employment agreements or contracts between the Coachella Valley Water District (“CVWD or “District”) and an employee, except where in conflict. When in conflict, the employment agreement or contract between the District and the employee shall control and supersede the benefits and/or compensation as defined herein. The classifications subject to the Plan are as follows:

<b>Position Title</b>	<b>Salary</b>
<b>Category 1 - Department Heads</b>	
ASSISTANT DIRECTOR OF OPERATIONS & MAINTENANCE	U25
ASSISTANT GENERAL MANAGER	U37
CLERK OF THE BOARD	U26
DIRECTOR OF ENGINEERING	U34
DIRECTOR OF ENVIRONMENTAL SERVICES	U31
DIRECTOR OF FINANCE	U34
DIRECTOR OF HUMAN RESOURCES	U31
DIRECTOR OF INFORMATION SYSTEMS	U31
DIRECTOR OF PUBLIC AFFAIRS & CUSTOMER EXPERIENCE	U34
<b>Category 2 - Supervisory</b>	
COMMUNICATIONS MANAGER/PIO	U16
CONTROLLER	U20
DEPUTY CLERK OF THE BOARD	U13
EXECUTIVE PROGRAM ADMINISTRATOR	U20
FINANCE MANAGER	U18
HR ADMINISTRATOR	U18
PRINCIPAL HR ANALYST	U14
RISK MANAGER	U20
<b>Category 3 - Administrative</b>	
ADMINISTRATIVE LEGAL CLERK	U06
BUDGET & DEBT ANALYST	U16
EXECUTIVE ASSISTANT	U06
GOVERNMENT AFFAIRS PROGRAM MANAGER	U13
HR ANALYST	U07
HR ASSISTANT	U05
HR OFFICE ASSISTANT	U01
SENIOR HR ANALYST	U11

The General Manager classification is not included as part of this compensation and benefit plan, but receives the same benefits unless specifically noted within their individual employment agreement

## **2. TERM OF PLAN [Category 1, 2, 3]**

The provisions of this Plan shall become effective after approval by the Board of Directors of the District and shall remain in effect through December 31, 2026, unless otherwise formally modified by the Board. Specific sections designate effective dates subsequent to the effective date of this Plan

## **3. SALARY ADJUSTMENTS [Category 1, 2, 3]**

### **3.1. 2025**

Effective the first pay period that includes January 1, 2025, salaries will be increased based on actual Riverside, San Bernardino, Ontario CPI-U index (September 2023-September 2024) subject to a 2% minimum and 5% maximum increase.

### **3.2. 2026**

Effective on or after the first pay period that includes January 1, 2026, salaries will be increased based on actual Riverside, San Bernardino, Ontario CPI-U index (September 2024 –September 2025), subject to a 2% minimum and 5% maximum increase.

## **4. ALLOWANCES [Category 1 Only]**

### **4.1. Vehicle Allowance**

At the Discretion of the General Manager or designee, the following classifications shall either receive use of a District owned vehicle or a vehicle allowance. Vehicle Allowance is subject to normal taxation per IRS code.

Classification	Monthly Amount
Assistant General Manager	\$750/mo.
Director	\$500/mo.
Assistant Director	\$500/mo.

## **5. RETIREMENT [Category 1, 2, 3]**

- The District contracts with CalPERS for the 2.5% @ 55 retirement plan for “Classic Members.”
- Employees that are considered “Classic Members” will pay the full eight (8) percent of the CalPERS Employee Contribution rate on a pretax basis.

- New members (“PEPRA”) to CalPERS will pay 50% of the normal cost for the CalPERS 2% @ 62 plan. The normal cost will be determined on an annual basis by a CalPERS Actuarial.
- The District contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.
- The District contracts with CalPERS for the Pre-Retirement Optional Settlement 2 Death Benefit.

## 6. HEALTH AND WELFARE PROGRAMS

All employees who are employed on a full-time basis and working thirty (30) hours per week shall be eligible to participate in the group insurance plans provided by the District. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

The open enrollment period for the term of this Plan will be no later than the second week of November of each year.

Unless otherwise stated, the benefits, plans and programs set forth in this Article are considered employment and post-employment benefits and as such are subject to change. An employee should have no expectation of continuation of such benefits, plans, and/or programs, and the employer reserves the right to alter such benefits, plans and/or programs.

For the duration of this Plan, any retirees who retired prior to January 1, 2023 under an Association of Coachella Valley Water District Managers (“ACVWDM”) Memorandum of Understanding shall have the same retiree benefits as herein stated in Category 1.

### 6.1. Employee Medical Plans [Category 1, 2, 3]

Employee medical benefits are considered an employment benefit and as such are subject to change. An employee should have no expectation of continuation of benefits and the employer reserves the right to alter medical benefits for current employees.

Eligibility – An employee is eligible for medical benefits the first of the month following the completion of thirty (30) days of continuous employment. An employee can cover his spouse/domestic partner, dependents up to age 26, or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.

Group Insurance Plans – The District will provide four (4) medical plan options – one (1) HMO Plan, one (1) PPO Plan, one (1) High Deductible Health Plan (HDHP) plan, and one (1) other medical plan (EPO, HMO, POS, or PPO) – to all eligible employees and their spouses/domestic partners and their dependents for the remaining term of this Plan. Medical plans do not cover services outside the United States.

Prescription Drug – The medical plans include prescription drug benefits.

District Contribution – For the duration of this Plan, the District will pay 75% (Category 1 and 2), and 80% (Category 3) of the total insurance premiums for medical, dental, and vision insurance per employee and their dependents. The remaining percentage of the medical, dental and vision insurance premiums will be paid for by the employee on a pre-tax basis through payroll deduction.

Employee Obligation – Employees are required to pay the employee portion of their benefit premiums while out on a qualified leave of absence. An invoice for the premiums due will be mailed to the employee's home address. All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the premium invoice is ninety (90) days past due, benefit coverage may be cancelled. If a benefit plan is cancelled, an employee cannot re-enroll in any District group benefit plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the employee's expense.

Opt-Out of Employee Medical Plans – The District will allow each employee to opt out of the District health care program if they are covered by another health plan. Any employee who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive five hundred dollars (\$500) for the actual cost of the premium per month for the entire enrollment year. An employee can elect to opt-out of the medical plan during open enrollment or if they have a qualified change in status.

If the employee and spouse are both employed at the District, one of the employees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The employee does not receive a monetary amount for opting out of the medical plan. Participation in the dental and vision plans are mandatory for employees and employees cannot opt out of these plans.

Health Savings Account Contribution – On a one-time basis for each High Deductible Health Plan (HDHP) enrollment during the term of the contract, CVWD will contribute 100% of the difference between one year's premium of CVWD's share of the employer's PPO premium and the HDHP premium to the employee's HSA.

## 6.2. Retiree Medical Plans [Category 1, 2, 3]

Retiree medical benefits are considered a post-employment benefit and as such are subject to change, such as changes to federal and state laws, and any unforeseen and extraordinary circumstances that are not part of usual and customary business practices. The parties agree that these benefits under this section will continue for the duration of the term of this Plan.

Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.

All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage will be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any District group retiree medical plan

until open enrollment or if they experience a qualified change in status. Any additional costs beyond what the District had been paying at time of cancellation will be at the retiree's expense.

For the duration of this Plan, for retirees with twenty-five (25) or more years of service with the District, the District will pay 75% (Category 1 and 2), and 80% (Category 3) of the medical premiums insurance premiums for retiree and eligible dependents for the duration of this Plan. The retiree will be eligible to maintain the dependents that are on his/her plan at the time of retirement as long as the dependents remain eligible for coverage. The percentage of the premiums will be paid for by the retiree on a monthly basis.

**For Employees Hired AFTER July 1, 2011**, for the duration of this Plan, for retirees with fifteen (15) or more years of service with the District, the District will pay 75% (Category 1 and 2), and 80% (Category 3) of the medical premiums insurance premiums for the retiree only. The remaining percentage of the premiums will be paid for by the retiree on a monthly basis.

**For Employees Hired BEFORE July 1, 2011**, for the duration of this Plan, for retirees with ten (10) or more years of service with the District, the District will pay 75% (Category 1 and 2), and 80% (Category 3) of the medical premiums insurance premiums for the retiree only. The remaining percentage of the premiums will be paid for by the retiree on a monthly basis.

Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

If a retiree marries after his/her retirement date, the spouse is not eligible for District group medical plan benefits. Retirees will be offered a chance to choose a plan when eligible for benefits during open enrollment or after a qualified change in status.

**Cancellation of Retiree Medical Plan upon Medicare Eligibility. [Category 2, 3, Only]**

When a retiree or eligible spouse/domestic partner becomes Medicare eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for the Opt-Out benefit and/or District group medical plans or prescription drug plans. At that time, he/she would then enroll in a Medicare plan.

**Opt-Out of Retiree Medical Plans.** The District will allow each retiree to opt out of the District retiree health care program if they are covered by another health plan until the retiree becomes Medicare eligible. Any retiree who provides to the District evidence of insurance under a separate policy and requests to be deleted from the District's coverage shall receive five hundred dollars (\$500) for the actual cost of the premium per month for the entire enrollment year. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the retiree and spouse are both retirees of the District, one of the retirees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The retiree does not receive a monetary amount for opting out of the retiree medical plan.

### 6.3. Medical Supplemental Insurance Program [Category 1 Only]

Employees and/or their eligible spouses/domestic partners may participate in the Medicare Supplemental Insurance Program (aka "Medigap policy"). To be reimbursed for premiums paid directly to insurance companies, member must be enrolled in a Medicare Medigap policy, a Medicare Advantage Plan (Medicare Part C) or TRICARE.

Employees or spouse/domestic partner who is entitled to insurance benefits under Medicare Part A is eligible for the supplementary insurance program in the event such individual is Medicare-eligible and is a resident and citizen of the United States.

Employees who have twelve (12) or more years of service with the District and are Medicare-eligible may participate in the program. A spouse or domestic partner who is Medicare-eligible and has been the spouse or domestic partner for one (1) or more years prior to the date of the member's retirement from the District is eligible to participate in the program. If the member remarries or attains a domestic partnership, the spouse/domestic partner is not eligible for benefits under the program. Board members who have twelve (12) or more years of service also are eligible to participate in the program.

The monthly premium cost of Policy F offered by an insurance company will depend on your location and the provider network. Therefore, the maximum Medigap policy reimbursement amount for members in the program will not exceed the current calendar year premium cost of the established Medicare Medigap Policy F.

In addition to Medicare Medigap Policy F premiums, the District will reimburse members for a prescription drug program known as Medicare Part D. The monthly premium cost for Medicare Part D premiums will depend on your location and each individual's prescribed drugs. The maximum prescription drug reimbursement amount will not exceed the current calendar year premium cost of Medicare Part D.

### 6.4. Dental Plan [Category 1, 2, 3]

The District offers employees a self-insured PPO dental plan. Employees must enroll in the dental plan and may enroll their spouse/domestic partner and/or eligible dependents. For the duration of this Plan, The District pays 75% (Category 1 and 2), and 80% (Category 3) of the total premium cost under the dental plan. The remaining percentage of the premiums will be paid for by the employee through payroll deductions on a bi-monthly basis.

Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

#### 6.5. Vision Plan [Category 1, 2, 3]

The District offers employees a self-insured PPO vision plan. Employees must enroll in the vision plan and may enroll their spouse/domestic partner or eligible dependents. For the duration of this Plan, the District pays 75% (Category 1 and 2), and 80% (Category 3) of the total premium cost for the vision plan. An employee cannot opt out of the vision plan. The remaining percentage of the premiums will be paid for by the employee through payroll deduction on a bi-monthly basis.

Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

#### 6.6. Life Insurance and Accidental Death and Dismemberment Plans [Category 1, 2, 3]

The District will provide District employees with group term life insurance coverage of one and one-half (1½) times their annual salary with a minimum benefit of fifty thousand dollars (\$50,000) to a maximum benefit of three-hundred fifty thousand dollars (\$350,000). Once an employee reaches the age of 65, the benefit is reduced to 65% of one and one half (1½) times salary or \$50,000 whichever is greater. The benefit percentage continues to be reduced on a set scale until the employee reaches the age of 70. At age 70, the maximum benefit is reached at 50% of one and one half (1½) times salary or \$50,000 whichever is greater. The District pays the full cost of the life insurance and AD&D insurance premiums for employees, spouses/domestic partners and eligible dependents.

At the time of retirement or termination, employees will be offered the option to convert the group term life insurance policy to an individual term life insurance policy. The employee has thirty (30) days from their retirement or termination date to elect the conversion policy and pay premiums at their own expense.

Employees covered by nondiscriminatory employer-provided group life plans are taxed on the face amounts exceeding fifty thousand dollars (\$50,000) as imputed income. The taxable amount is calculated using five-year age bracketed rates stipulated in regulations and referred to as Table I Rates.

#### 6.7. Flexible Spending Accounts (FSAs) [Category 1, 2, 3]

If eligible, the District will offer employees options for three (3) Flexible Spending Accounts (FSAs) under IRS Revenue Code 125, which governs all cafeteria plans, at no administrative cost to the employee. An employee can participate in the plan once a year and must enroll in the plan each year during open enrollment. Midyear participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on the IRS Code for Cafeteria 125 plans. The plan year begins on January 1 and runs through December 31.

### **6.7.1. Health Care FSA**

The Health Care FSA provides employees with an opportunity to pay for medical, dental, vision and hearing out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount pledged for the calendar year.

### **6.7.2. Dependent Care FSA**

The Dependent Care FSA provides employees an opportunity to pay for child or elder dependent care out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount they have contributed to date to the plan for the calendar year.

### **6.7.3. Limited Health Care FSA**

Employees participating in a Health Savings Account (HAS) with a HDHP medical Plan, may also participate in a limited health care FSA for dental and vision expenses only.

If any of the plans are held invalid or unenforceable by the IRS, its invalidity or unenforceability shall not affect any other provisions of the Plan and the Plan shall be construed and enforced as if such provision had not been included herein. If the entire plan is held invalid or unenforceable by the IRS, it shall not invalidate this Plan

## **6.8. Short and Long-Term Disability (LTD) Plans [Category 1, 2, 3]**

### **6.8.1. Long-Term Disability**

The District will offer employees a Long-Term Disability Insurance Plan that provides sixty-six and two-thirds percent (66-2/3%) of the employee's salary (up to a maximum of \$12,000 per month and subject to integration) up to age sixty-five (65). All employees must participate in the LTD Plan and premiums are paid by employees on a pretax basis.

### **6.8.2. Short Term Disability**

The District offers two Short Term (ST) and Long Term (LT) disability plans:

- Core LT & ST – All employees must participate in the core LT and ST programs that are provided by the District with premiums paid for by the employee on a pretax basis.
- Optional Buy-Up – Employees making more than \$3,600 per month have the option to purchase additional disability insurance in addition to the Core disability plans on a pretax basis.

## **6.9. Deferred Compensation**

The District offers both “Traditional” and “Roth” 457 deferred compensation supplemental retirement plans subject to continued qualification of such plans under the law. Participation is voluntary

### **6.9.1. 457 Deferred Compensation Plan [Category I, 2, 3]**

An employee is eligible to enroll at any time during the year. An employee selects a fixed dollar amount or percentage of their salary to be deducted on a pretax basis (Traditional) or after-tax basis (Roth) from each paycheck throughout the year. An employee can contribute up to the maximum dollar limit allowed by the IRS. The plans may offer employees an option of taking a loan, which is subject to the terms of the plan. An employee may take a hardship withdrawal subject to the Human Resources' approval. The supplemental deferred compensation benefit is in addition to the PERS retirement plan.

### **6.9.2. 401(a) Deferred Compensation Plan [Category I Only]**

This deferred compensation plan requires participation for all classifications in Category I. The only exception is a newly hired employee. Newly hired employees have one (1) day to elect not to participate. No employees can participate in the plan at a later date and no employees can opt out once participating. Any internal employee promoted to a Category I classification must participate within the 401a Plan. The maximum pretax contribution to the plan is three percent (3%) of the participant's annual salary. There are no loan or hardship withdrawal provisions in the 401(a) plan. The District can provide multiple 401a plans based on participation requirements and IRS regulations.

### **6.10. Voluntary Benefits [Category I, 2, 3]**

All employees are eligible to participate in voluntary benefits offered by the District. Employees pay the full cost of premiums.

## **7. EMERGENCY HEALTH FUND [Category I, 2, 3]**

Emergency Health Fund shall be reduced at the end of the calendar year to restore sick leave fund to three hundred sixty (360) hours automatically.

Emergency Health Fund Conversion. The amount of unused sick leave credits over 360 hours, as determined as of the first pay period ending prior to December 1 of each year shall be distributed as follows:

- One-half (1/2) accrued to Emergency Health Fund.
- One-half (1/2) at the employee option, as:
- Once emergency health fund has reached 300 hours, the amount in excess will be distributed as pay at the employee's then current rate or as vacation leave, or deferred compensation at the employee's option.
  - Pay at the employee's current rate.
  - Vacation leave.
  - Accrual to emergency health fund.
  - Contribution to Deferred Compensation.

## **8. EDUCATIONAL REIMBURSEMENT [Category 1, 2, 3]**

The District will provide educational reimbursements of up to four thousand (\$4000) dollars for lower division undergraduate college level classes including approved home study courses. The District will provide educational reimbursement of up to seven thousand (\$7000) dollars for upper division undergraduate college classes (3rd and 4th year) or graduate level classes of approved, job-related degree programs and job-related college level certificate programs effective for classes beginning after the effective date of the Plan.

### Approved Study Courses

- Passing letter grade of “C: or better or “pass” designation must be received to be eligible for reimbursement.
- Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
- The Human Resources and General Manager must approve courses prior to enrollment. Reimbursement will be for the fiscal year of course completion.

## **9. CONTINUING EDUCATION [Category 1, 2, 3]**

Employees will be provided with paid time to attend Continuing Education Courses (CEC) to obtain contact hours to satisfy the requirements for certifications under the following conditions:

- The certification/license is required by the employee’s current job description,
- The certification/license requires a specific number of contact hours for renewal,
- The employee doesn’t already have the required amount of contact hours/CEU’s,
- The employee has not attended the same CEC, program or training event within the last 11 months,
- The employee has completed the travel authorization request form (CVWD-140) and been approved by the General Manager.

The Human Resources department will maintain a list of approved certificates along with CEC requirements.

Employees wanting to attend CEC’s for certification outside the requirements of their current job description may apply for assistance under the educational reimbursement program.

## **10. LICENSE AND CERTIFICATION [Category 1, 2, 3]**

The District will reimburse employees for any license or certification fee that is required by the District for performance of the essential functions of the employee’s job description including any renewals. This does not include Class “C” driver’s licenses.

## **11. WORK HOURS [Category 1, 2, 3]**

General office work hours of the District shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed holidays, or as otherwise established by the General Manager.

## **12. ALTERNATIVE WORK WEEK [Category 1, 2, 3]**

An alternative work schedule (9/80 schedule) may be requested by the employee as his/her regular schedule. Such schedule must be approved by Human Resources and follow the guidelines set in the Alternative Work Week Schedule Policy.

## **13. FLEXIBLE SCHEDULE [Category 1, 2, 3]**

Temporary adjustments in work schedules for up to ninety (90) days may be allowed for the convenience of the employee if requested by the employee and approved by the department head and Human Resources.

## **14. PAYDAYS AND HOURLY RATE CALCULATION [Category 1, 2, 3]**

Salary payments will be made on a biweekly basis. The payday for each biweekly pay period will be on the fourth regular working day following the end of the pay period.

The hourly rate shall be determined by dividing the annual rate by two thousand eighty (2080) hours.

Bi-weekly pay period shall be defined as beginning on a Saturday and ending at the close of the second Friday following.

## **15. SALARY STEP PLACEMENT [Category 1, 2, 3]**

While vacancies shall ordinarily be filled by recruitment at Step 1 of the established salary range, the General Manager and/or his or her designee may recruit at higher steps.

## **16. PERFORMANCE EVALUATIONS**

### 16.1. Category 1 Performance Evaluations

Performance evaluations will be processed during the month of January and merit increases or performance pay, for eligible employees, shall be effective the first full pay period beginning on or after February 1 of each calendar year.

### 16.2. Category 2, 3 Performance Evaluations

Performance evaluations will be processed during the month of June and merit increases or performance pay, for eligible employees, shall be effective the first full pay period beginning on or after July 1 of each calendar year.

## **17. MERIT INCREASES**

### 17.1. Category 1 Merit Increase

Employees receiving a rating of “meets expectations” for two consecutive years on their annual performance evaluation will be eligible for a step increase. Employees receiving a rating of “Exceeds Expectations or Excellent” will be eligible for a step increase during the year of evaluation.

### 17.2. Category 2, 3 Merit Increase

Employees who receive an overall rating of “Meets Expectations” or higher on their annual performance evaluation shall receive a performance-based merit increase of one salary step. Those employees receiving an overall “Needs Improvement” or less performance rating on their annual performance evaluation are not eligible for performance-based merit increases. An employee whose salary is at their salary range maximum is not eligible for a performance-based merit increase.

### 17.3. Category 1, 2, 3 Pay Range Advancement

An employee may be advanced in the pay range during the performance review period regardless of the length of time served at the employee’s present pay rate. This advancement requires the written recommendation of the employee’s manager and the approval of the employee’s department head, Human Resources Director, and the General Manager.

## **18. PERFORMANCE PAY [Category 1, 2, 3]**

Employees who are at the salary range maximum and receive an overall rating of “Excellent” on the annual performance evaluation shall receive a lump sum payment equal to 4.5% of their annual base salary, which is non-PERSable.

## **19. HOLIDAY PAY [Category 1, 2, 3]**

Employees shall be paid their regular rate of pay for District observed holidays. Non-Exempt employees who are required to work on District observed and actual holidays will receive one and one-half (1½) times their regular rate for work performed on the holiday up to consecutive eight (8) hours. Non-exempt employees who are required to work on both an observed and actual holiday shall only be eligible for holiday pay on one such date. Holiday work in excess of eight (8) hours will be paid at two (2) times the regular rate.

Non-exempt employees who do not work on a District observed holiday will receive a full day’s pay for the regularly scheduled hours at the employee’s standard hourly rate.

## **20. BILINGUAL PAY**

The District shall establish a Spanish Language program within 90 days of adoption of this Agreement that will provide an additional five percent (5%) of base pay for employees designated to speak Spanish in assisting the public during the course and scope of performing assigned duties based on business

necessity. The number of members to be designated shall be determined by the District. To receive the Spanish Language Pay benefit as employee must be certified as bilingual on a conversational level by passing an examination established by the District. Any employee expected to employ the bilingual skill shall be given the opportunity to test for certification within thirty (30) calendar days of designation by the Department Director to employ such skill when called upon. It is understood that those receiving the Spanish language compensation may on occasion be required to leave their specific work location to assist other non-bilingual employees in serving the public. It is also understood that employees not receiving Spanish Language Pay shall not be required or expected to speak Spanish to assist the public or the District on other than an incidental basis.

## **21. LONGEVITY PAY**

Employees hired on or before December 31, 2014, are eligible for the District's Longevity Pay program. Employees hired on or after January 1, 2015, are not eligible for the District's Longevity Pay program.

The District's Longevity Pay program is as follows:

Eligible District employees, as identified above, began receiving a one hundred dollar (\$100) per month increase to their salary upon completing their 7th employment anniversary. The increase began with the first pay period during the eligible employee's 8th year of employment. Moreover, the earned increase continued to be paid each subsequent year. Moreover, for each subsequent 5-year anniversary of continuous service, the eligible employee received an additional one hundred dollar (\$100) per month increase in salary effective the first (1st) day of the pay period following each achieved five-year milestone, which continued to be paid each subsequent year. Once earned, each one hundred dollar (\$100) per month increase will continue to be paid until the eligible employee's employment ends or until this program is terminated. Effective April 19, 2014, all eligible employees that were then receiving longevity pay had that longevity pay frozen at the rate that existed on April 19, 2014. From that point on, there were no additional increases to any eligible employee's longevity pay. To date, eligible employees who had earned longevity pay continue to receive that pay monthly. In compliance with all applicable laws, the longevity pay received by eligible employees will be reported to CalPERS as special compensation.

## **22. EMPLOYEE LEAVE**

### **22.1. Part-Time Benefitted Employee Leave Accrual, Limits and Adjustments [Category 1, 2, 3]**

The District provides all regular part-time benefitted employees with the same vacation leave, sick leave, holiday leave and accrual limits that apply to regular full-time employees, pro-rated according to each employee's budgeted percentage of full-time employment.

### **22.2. Sick Leave [Category 1, 2, 3]**

During the term of this Plan, employees of the District shall be granted sick leave credits at the rate of eight (8) hours for each full month of service. Employees may begin using accrued sick leave upon completion of their 90th day of employment. Sick leave is not accrued during a period of layoff of

service or leave of absence. Upon written or oral request, employees may use sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition, or preventive care for an employee or an employee's family member; or
- For an employee who is a victim of domestic violence, sexual assault, or stalking.

"Family member" means any of the following:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status;
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor at least 30 minutes before shift or starting time begins.

For any absence of three days or more for the employee's own injury or illness, the District may require a release to return to work from the employee's health care provider.

Employees may use sick leave in minimum increments of one half (1/2) hour.

Sick leave will be paid at the employee's hourly wage. Employees who had different rates of pay in the 90 days prior to taking sick leave will be paid for sick leave at the rate of pay calculated by dividing the employee's total wages, not including overtime pay, by the employee's total hours worked in the full pay periods of the 90 days of employment prior to taking such sick leave.

Upon retirement from the District, an employee's unused sick leave, and Emergency Health Fund of record shall be covered as follows:

- a. Up to four hundred eighty (480) hours of accrued sick leave, and Emergency Health Fund, combined, shall be paid to the employee at the rate of one hundred (100%) percent of the employee's rate of pay at retirement. All accrued sick leave and Emergency Health Fund beyond four hundred eighty (480) hours, will be paid at fifty (50%) percent of the employee's rate of pay at retirement from the District if the employee is age 50 or older and has a minimum of 5 consecutive years of service with the District.
- b. There is no right to a pay out of sick leave and Emergency Health Fund if an employee resigns or is terminated.

Upon the death of an employee, all accrued sick leave and Emergency Health Fund will be paid to the employee's estate at the rate of 100%.

### 22.3. Holiday Leave [Category 1, 2, 3]

To the extent practicable, employees of the District will not be required to serve on the following holidays:

- New Year's Day, January 1<sup>st</sup>
- Memorial Day, May, last Monday
- Juneteenth Day, June 19<sup>th</sup>
- Independence Day, July 4<sup>th</sup>
- Labor Day, September, 1<sup>st</sup> Monday
- Veteran's Day, November 11<sup>th</sup>
- Thanksgiving Day, November, 4<sup>th</sup> Thursday
- Friday after Thanksgiving Day
- Christmas Day, December 25<sup>th</sup>

The final four (4) hours of an employee's regular workday on December 24<sup>th</sup>, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

When any of the above holidays occur on a Sunday, the following Monday shall be observed in lieu thereof and when they occur on a Saturday, the Friday preceding shall be observed in lieu thereof.

Each regular employee in service prior to the legal holiday, and in an active pay status on the first working day prior to, and the first working day after each legal holiday shall be paid as though they had served on the holiday; earned vacation, floating holiday, or sick leave shall be considered as service for this purpose. When the last day of service, prior to termination of an employee's appointment, is a day immediately prior to the legal holiday, that employee shall not be entitled to payment for the holiday.

### 22.4. Floating Holiday Leave [Category 1, 2, 3]

Employees of the District shall receive forty (40 hours) of Floating Holiday time per year, which shall be available as follows:

- Sixteen (16) floating holiday hours on July 1
- Twenty-four (24) floating holiday hours on January 1

However, if an employee leaves the District for any reason other than retirement within the ninety (90) days following the granting of the floating holidays, one (1) day's pay shall be deducted from the employee's final pay.

No more than forty-eight (48) hours of floating holiday may be accrued.

New employees shall not be eligible to take floating holidays until after ninety (90) days of service.

The increments of usage shall be the same as for vacation leave use except that any employee may use this time in case of emergencies without the three (3) day advance notices.

Floating holidays, will be granted providing it would not create a problem for the District as determined by Employee's supervisor. Any denial of a written request for a floating holiday off, submitted at least ten (10) calendar days in advance, shall be in writing.

#### 22.5. Vacation Leave [Category 1, 2, 3]

Vacation Leave use shall be in accordance with the Paid Vacation Leave Policy.

Employees of the District shall earn vacation leave for the first five (5) years of continuous employment at the rate of ten (10) working days per year. During the second five (5) years (years 6-10) of continuous employment, vacation leave shall be earned at the rate of fifteen (15) working days per year. After the tenth (10th) year of service, vacation leave shall accrue at the rate of twenty (20) working days per year. Employees may accumulate up to six hundred (600) hours of vacation.

Effective January 1, 2014, employees with vacation time in excess of 340 hours had the excess transferred to a separate account in order to bring the employee's vacation leave bank to 340 hours. The time in the excess bank can be used as requested and approved in accordance with the vacation leave policy. This bank cannot have any time transferred into it other than the initial transfer of leave.

Employees reaching the maximum hours will cease to accrue vacation leave until the pay period that the total accrued vacation leave is again below the maximum. Any employee who terminates employment with the District shall be paid the monetary value of any earned vacation leave. Vacation leave shall be posted to each employee's account per pay period and shall be available to use after ninety (90) days of continuous employment.

Vacation leave may be advanced to an employee at the discretion of the General Manager. Upon termination, a reduction shall be made covering the monetary value of any leave so advanced and still owing. Problems of pay, posting, earning or adjusting shall be submitted to and reviewed by the Human Resources director and concluded by memo to the accounting department within five (5) working days.

Employees may elect to receive a non-PERSable cash equivalent payment of accrued vacation time once per calendar year as follows:

- Category 1 – Up to One Hundred and Sixty (160) Hours
- Category 2 - Up to One Hundred and Twenty (120) Hours
- Category, 3 – Up to Eighty (80) Hours

Formal requests for the cash equivalent payment, if desired, must be delivered to Human Resources and must be in writing. The window to request a cash equivalent payment of accrued vacation time shall open on May 1<sup>st</sup> and close at 5:00 p.m. on May 15<sup>th</sup> of each calendar year. Requests made after 5:00 p.m. on May 15<sup>th</sup> will be considered untimely. Payments will be issued on the second non-payroll week in June of every year and will be issued in the same manner (direct deposit or paper check) as the requesting employee receives his/her normal payroll check.

- Cash equivalent payments are subject to tax deductions per IRS guidelines.

- Employees who elect to receive the cash equivalent payment will receive a deduction in their accrued vacation time bank for the number of hours chosen for the payment.

22.6. Executive Leave [Category 1 Only]

Category 1 Employees shall be granted forty (40) hours of executive leave each July 1 to be used on an annual basis. This leave will not be accrued from one fiscal year to the next and any remaining leave at the end of the pay period before the next year's is granted, will be lost. This leave will not be paid out upon termination or retirement.

22.7. Supervisor Leave [Category 2 Only]

Category 2 employees shall be granted eighteen (18) hours of Supervisor Leave each July 1 to be used on an annual basis. This leave will not be accrued from one fiscal year to the next and any remaining leave at the end of the pay period before the next year's is granted will be lost. This leave will not be paid out upon termination or retirement.

22.8. FLSA Exempt Leave [Category 1, 2, 3]

All employees must notify their supervisor in writing and receive approval for any absence during their regular work schedule, regardless of length of absence.

Infrequent absences of less than four (4) hours on a regular schedule or (4.5) hours for alternative work schedule for exempt employees only, will not require the use of accrued leave, except for FMLA related time off.

22.9. Statutory Leave [Category 1, 2, 3]

All Statutory Leave shall be in accordance with the District's Statutory Leave Policy, and if not defined therein shall be in accordance with Federal and State Law. Federal and State Law shall supersede the District's Statutory Leave Policy when in conflict therewith.

Coachella Valley Water District

J. M. Barrett

12/17/2024

Date:

J.M. Barrett - General Manager

Coachella Valley Water District Board of  
Directors

John Powell

12/17/2024

Date:

John P. Powell, Jr., - Board President