



FRINGE BENEFITS POLICY

UNREPRESENTED EMPLOYEES

ADOPTED July 1, 2025

Amended: September 14, 2026

Unless otherwise stated below with respect to items of compensation that are reportable to CalPERS, the effective date of this Fringe Benefits Policy shall be January 1, 2025.

SECTION 1. Definitions

- A. “Unrepresented Executive Management Employees” shall include the following positions:

Assistant General Manager
Board and Executive Services Director
Finance and Administrative Services Director
Engineering and Water Resources Director
General Manager
Government and Public Affairs Director
Human Resources Director
Operations Director
Parks and Recreation Director

- B. “Unrepresented Confidential Employees” shall include the following positions:

Administrative Assistant (Human Resources)
Human Resources Analyst
Human Resources Specialist
Senior Human Resources Analyst

SECTION 2. Benefits

Unless otherwise stated herein, unrepresented employees are confidential employees and are not members of the Employee Associations; however, the District agrees to look to benefits provided by the Employee Associations as a guideline for Unrepresented employees as follows:

Administrative Assistant (Human Resources)	Office
Assistant General Manager	Mid Management
Board and Executive Services Director	Mid Management
Finance and Administrative Services Director	Mid Management
Engineering and Water Resources Director	Mid Management
General Manager	Mid Management
Government and Public Affairs Director	Mid Management
Human Resources Analyst	Mid Management
Human Resources Director	Mid Management
Human Resources Specialist	Office

Amended: September 14, 2026

Operations Director	Mid Management
Parks and Recreation Director	Mid Management
Senior Human Resources Analyst	Mid Management

Additional terms and benefits for Unrepresented Executive Management employees are defined as follows:

- A. *Vacation.* Unrepresented Executive Management Employees shall accrue One Hundred Sixty (160) hours of vacation for each year of service and escalate consistent with the Personnel Manual based on months of service with the District. Upon hire, and so that Employees shall have immediate access to vacation hours in the first year of his employment, Employees shall be granted Eighty (80) hours from their annual 160-hour allotment of vacation immediately upon the effective date of this Policy. The remainder of the annual allotment shall accrue pursuant to a per-paycheck proration. The District may, in its discretion, allow Employees a weekly prorated accrual per week in order to total a 160-hour accrual by year end. Such vacation may be carried over, if not used, and may accumulate to a cap of Three Hundred and Sixty (360) hours. Once the accrual cap is reached, the Employees will not accrue additional vacation hours until such time as they reduce their accrued hours below the cap. Proposed Employee vacation dates must be approved by the General Manager to best suit District needs.
- B. *Sick Leave.* Unrepresented Executive Management Employees will annually accrue Ninety-Six (96) hours of sick leave, to be used during illness or injury. Employees shall be granted Eighty (80) hours from their annual 96-hour allotment of sick leave immediately upon hire. The remainder of the first-year annual allotment shall accrue pursuant to a per-paycheck proration. Thereafter, the District will provide prorated per paycheck accrual in order to total a 96-hour accrual by the end of the first year of employment.
- C. *Vehicle Allowance.* Unrepresented Executive Management Employees agree to use their personally owned vehicle for local travel in the performance of their work-related duties. All expenses associated with such use shall be the Employee's responsibility. As consideration for the use of their personal vehicle to perform work-related duties, the District shall provide the Employees with a Five Hundred Dollar (\$500.00) monthly automobile allowance as well as mileage reimbursement for travel more than two hundred (200) miles outside of District limits in the performance of their work-related duties, as may be amended from time to time.
- D. *Defined Contribution Plan.* The District will adopt and establish a qualified defined contribution plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of Unrepresented Executive Management Employees and

Amended: September 14, 2026

will annually contribute into the qualified 401(a) account, in the Employee's name, an amount equal to five percent (5%) of the Employee's annual compensation. The District shall be responsible for all expenses associated with the Section 401(a) account, during employment, including but not limited to administrative services fees and commissions.

- E. *Executive Leave.* Unrepresented Executive Management Employees will be allotted five (5) administrative days away from the office, to be scheduled and used throughout the year to complete administrative tasks and duties without undue office interference. Any executive leave hours which have not been used by June 30 of each fiscal year shall be paid out at the employee's regular rate of pay.
- F. *Professional Development.* The District shall budget and pay for approved professional dues and association memberships necessary for continued participation in approved organizations necessary for Employee's continued professional growth and advancement. The District shall also pay for travel and subsistence expenses (as set out by applicable District policy) for approved professional or official travel, meetings, training, seminars or similar functions.

Other benefits pursuant to District policy. In addition, Unrepresented Executive Management Employees shall be provided all those benefits for which Employees are eligible pursuant to policies and procedures of District personnel, and consistent with the Mid-Management Association, as may be amended by the District.

SECTION 3. At-Will Employment Status and Termination for Unrepresented Executive Management Employees

- A. *Nature of Employment.* Unrepresented Executive Management Employees are "at will" and Employees serve at the will and pleasure of the District. Nothing in any Agreement, Resolution, Statute, Ordinance, Rule or Policy shall prevent, limit or otherwise interfere with the right of the District to terminate the services of Employee at any time without cause or right of notice, *Skelly* conference, hearing, appeal or grievance. Accordingly, Employees agree that this sets forth the only terms and conditions applicable to the termination of their employment and that they hereby waive any rights they would otherwise have thereunder.
- B. *By the Employee.* Employee may resign upon written notice to the General Manager and shall endeavor to give thirty (30) days prior notice. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the District's obligations shall cease.

Amended: September 14, 2026

- C. *By the District, Without Cause.* At any time, and without prior notice, the District may terminate the Employee's employment for any reason, with or without cause. In the event the District exercises its right under this provision to terminate employment without cause, the District shall pay Employee all compensation due and owing through the last day actually worked, plus three months (twelve weeks) of the Employee's salary as of the time of the termination or pursuant to the requirements of Government Code § 53260, an amount equivalent to the remainder of the term of this Agreement, whichever is less. The payment of such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against the District at the time of any such termination, in such form as may be reasonably required by and in the form to be determined within the discretion of Employer's attorney. Such severance benefit shall not be payable unless and until Employee executes such a general release and until expiration of all waiver and rescission rights as provided by law at the time of such termination. Failure by the Employee to satisfy their termination obligations shall nullify the District's obligation to provide severance payment.
- D. *By the District, For Cause.* At any time, and without prior notice, the District may terminate Employee for Cause (as defined below). The District shall pay Employee all compensation then due and owing; thereafter, all of the District's obligations shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the District; (2) refuses or fails to act in accordance with any specific direction or order of the District; (3) exhibits in regard to their employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; or (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. Any dispute between the General Manager and Employee regarding whether the Employee's conduct constitutes cause for termination shall be resolved conclusively by the District's Board of Directors, in its discretion, without right of appeal.
- E. *Termination Obligations.* Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to the District and shall be returned promptly to the District upon termination of Employee's employment. Further, any and all debts to the District shall be paid upon termination. Employee's obligations under this subsection shall survive the termination of their employment.

SECTION 4. Employment Status and Termination for Unrepresented Confidential Employees

- A. Unrepresented Confidential Employees are subject to the policies in the District Personnel Manual with regard to employment status and termination, including but not limited to probationary periods, causes for disciplinary action and disciplinary procedures.

SECTION 5. Duties and Obligations

- A. Unrepresented employees will focus their professional time, ability, and attention to District business while employed. Unrepresented employees shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the District, except that:
 - i. The expenditure of reasonable amounts of time not in conflict with the District's needs and interests, for educational (such as teaching industry related classes or seminars), charitable, community, and professional activities.
 - ii. This shall not be interpreted to prohibit an unrepresented employee from making passive personal investments or conducting private business affairs off-duty if those activities do not materially interfere with the services required by the District.
- B. All data, studies, reports and other documents prepared by unrepresented employees while performing their duties shall be furnished to and become the property of the District, without restriction or limitation on their use.
- C. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to unrepresented employees shall be held confidential by unrepresented employees unless disclosed within the scope of their duties. Such materials shall not, without the prior written consent of the District, be used by unrepresented employees for any purposes other than the performance of their duties. Nor shall such materials be disclosed to any person or entity except as required by law.

SECTION 6. *Conflict of Interest.* Unrepresented employees shall abide with all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

Amended: September 14, 2026

SECTION 7. Compensation

Unrepresented employees shall be eligible for the following items of compensation:

A. Reimbursement of Educational Expenses:

All unrepresented employees shall be eligible for reimbursement for incurred expenses of approved continuing education, including the cost of registration fees, tuition, health fees, parking fees, books and other required course tools, supplies and materials other than pens, pencils and paper; provided the continuing education meets the eligibility requirements set out in the JCSD Personnel Manual.

B. Education Incentive Pay:

Effective July 1, 2004, as an alternative to receiving education reimbursement, an unrepresented employee may opt for a pensionable Education Incentive Pay. Unrepresented employees cannot receive both education reimbursement and certification pay for the same certification. Note that education reimbursement is not reportable to CalPERS. Certification eligibility must be approved by the Employee's Supervisor, Director, Human Resources Director, and General Manager before it takes effect.

Effective September 14, 2026, all eligible unrepresented employees shall receive the Educational Incentive Pay, regardless of whether they have received an education reimbursement pursuant to Section 7.A.

The Educational Incentive Pay of two and one-half percent (2.5%) base pay compensation shall be paid to unrepresented employees for each certification, degree, or course from an accredited institution (hereinafter referred to as "certifications") which enhances an employee's ability to perform their normal job functions. An employee may receive compensation for a maximum of two certifications, such that Educational Incentive Pay shall not exceed a total of five percent (5%) of base pay compensation.

- (1) Degree (Associates, Bachelors, Masters, Doctorate).
- (2) Specific courses resulting in certificates or professional licenses.
- (3) Specific courses taken for credit relating to support functions of the District.
- (4) Other courses deemed appropriate for District personnel.

Employees shall provide evidence of certifications to the District's human resources department. The District's human resources department shall verify the certification and that it enhances an employee's ability to perform the normal job functions of their assigned position. Once verified, Educational Incentive Pay shall

Amended: September 14, 2026

be paid in each bi-weekly pay period, beginning in the pay period in which the evidence was provided to the District's human resources department.

This premium pay shall only be for certifications beyond those required by the job description that enhance their ability to do their job. For graded certifications, this premium pay is only paid for those that are a Grade II or higher (e.g., Distribution Grade 1 certificates are not eligible for certification pay).

To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as educational incentive eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

C. Longevity Pay:

Effective July 1, 1998, all unrepresented employees shall receive longevity pay amounting to two and one-half percent (2.5%) of base pay after ten years of continuous full-time employment with the District. Longevity pay shall be paid to employees in each bi-weekly pay period.

To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as longevity pay eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

D. Bilingual Pay:

Effective July 1, 2004, unrepresented employees who pass a written and verbal proficiency test as arranged for by the District, shall be eligible for assignment to designated bilingual positions. All employees who are assigned to designated bilingual positions shall receive a three and one half percent (3.5%) pay increase because they are assigned to a position where they routinely and consistently communicate in languages other than English. The number of designated bilingual positions is based on District operational needs, and as determined by the District. Bilingual pay shall be paid to employees in each bi-weekly pay period. Executive Management Employees are not eligible for Bilingual Pay.

To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as bilingual pay eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

Amended: September 14, 2026

E. *Out of Class Pay:*

Effective July 1, 2009, if an employee is performing all duties of a higher class, as assigned by District management, for a minimum of four weeks, that employee shall receive five percent (5%) adjustment to current salary or be paid an amount equal to the difference between the employee's regular salary and step one of the higher class, whichever is greater. This adjustment shall be retroactive to the first (1st) day of the assignment, and shall be paid in each bi-weekly pay period after becoming eligible for Out of Class Pay. Each Out of Class Assignment will be documented through a Personnel Action Form placed in an employee's personnel file, which identifies the start and end dates of the assignment, title of the higher class, and whether the employee was paid 5% of their current salary or the difference between their current salary and step one of the higher class to which they have been assigned.

To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as temporary upgrade pay eligible for use in the calculation of CalPERS retirement benefits for classic employees only, pursuant to Government Code § 20636 and Title 2 California Code of Regulations § 571. Pursuant to Title 2 California Code of Regulations § 571.1, PEPRAs are not eligible for temporary upgrade pay special compensation.

Amended: September 14, 2026