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Southwest Regional Water District  
Policy Committee Meeting Minutes

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A special meeting of the Policy Committee was held on February 14, 2024, beginning at 5:04 p.m.

Trustees present were Joe Cook, Mike Egbert, and Clark Kelly. Dustan Marshall, Operations and Maintenance Manager, and Kenny Hoffman, Finance and Business Manager, were also present. Phil Sackenheim, General Manager, participated via Microsoft Teams.

A revision to the Organizational Chart, adding another System Maintenance employee, was discussed.

The District's Personnel Policy Manual, Chapter 4 was discussed. The entire chapter has been revised and reviewed by legal counsel.

All policy changes listed above were referred to the full Board with a recommendation for approval.

The meeting was adjourned at 5:39 p.m.

Respectfully submitted,

Phil Sackenheim  
General Manager

Attachments:

1. Organizational Chart Revision
2. Personnel Policy Manual Chapter 4 Revisions

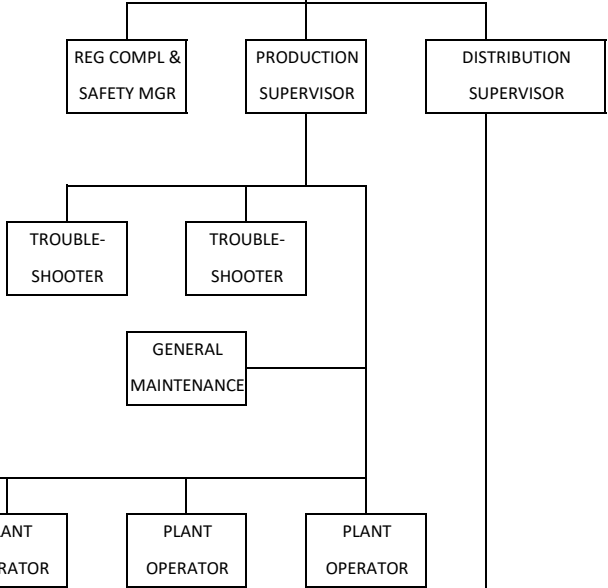
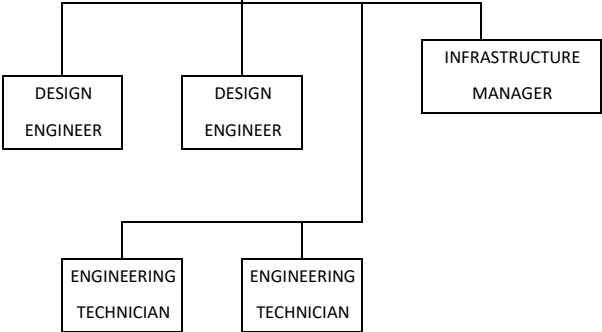
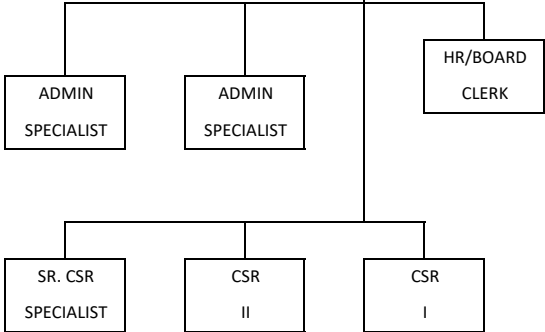
**BOARD OF TRUSTEES**

GENERAL MANAGER

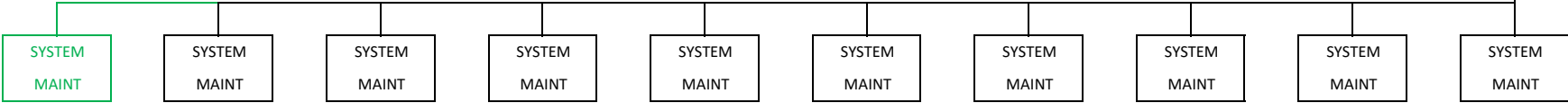
FINANCE & BUSINESS MANAGER

ENGINEERING MANAGER

OPERATIONS & MAINT MANAGER



Last Revised: 09/19/2023 02/27/2024



## COMPENSATION

## SECTION 4.01

- A. All salaries are determined by the General Manager pursuant to the District's approved Compensation Plan. Weekly payments are issued according to the pay period schedule. Pay days shall be each Friday of the week unless Friday is a holiday, in which case the pay day will be on Thursday before the holiday.
- B. If a ~~non~~Non-exempt ~~e~~Exempt employee ~~e~~Employee works more than forty (40) hours per week without the prior approval of the ~~employee's~~ ~~e~~Employee's supervisor ~~s~~Supervisor, that ~~employee~~ ~~e~~Employee will be ~~compensated~~ paid the appropriate overtime in accordance with law, but will be deemed to be in violation of the District's policy, which could result in disciplinary action, up to, and including ~~termination~~ ~~t~~Termination.
- C. All ~~employees~~ ~~e~~Employees are required to have their paychecks direct deposited with their financial institution(s). When an ~~employee~~ ~~e~~Employee is ~~terminated~~ ~~t~~Terminated, the ~~employee's~~ ~~e~~Employee's final paycheck will be direct deposited as well.

## EXEMPT AND NON-EXEMPT EMPLOYEES

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## SECTION 4.02

Non-exempt (Hourly): Employees that fall into the ~~non~~Non-exempt ~~e~~Exempt status under the federal Fair Labor Standards Act (FLSA) are paid a set hourly wage ~~on an hourly basis~~. For ~~non~~Non-exempt ~~e~~Exempt employees ~~e~~Employees, the FLSA requires overtime pay at a rate of not less than one and one-half (1½) times an ~~employee's~~ ~~e~~Employee's regular rate of pay after 40 hours of work in a workweek.

Exempt (Salary): Administrative, executive, professional, and certain other ~~employees~~ ~~e~~Employees paid on a salary basis may be ~~exempted~~ ~~e~~Exempted or may fall into one of the specific categories of "~~non-covered~~ ~~e~~Exempt" ~~employees~~ ~~e~~Employees under the FLSA. An ~~employee~~ ~~e~~Employee who qualifies as ~~exempt~~ ~~e~~Exempt under the FLSA is not entitled to overtime pay ~~at a rate of one and one half (1½) times an employee's~~ ~~Employee's~~ regular rate after 40 hours in a workweek. The District ~~intends that it will not~~ will make its best efforts to avoid making ~~make any~~ improper deductions from ~~exempt~~ ~~e~~Exempt employees' ~~e~~Employees' pay. Should an ~~exempt~~ ~~e~~Exempt employee ~~e~~Employee believe an improper deduction has occurred, the ~~employee~~ ~~e~~Employee shall immediately notify Human Resources or the General Manager who shall investigate and remedy, if necessary.

## TIME RECORDS

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## SECTION 4.03

All ~~non~~~~Non-exempt~~~~e~~~~Exempt~~ ~~employees~~~~e~~~~Employees~~ are required to record all hours worked for the ~~employer~~~~Employer~~~~District~~, including all times the ~~employee~~~~e~~~~Employee~~ started work and stopped work each day. This may include documenting lunch breaks and other breaks permitted by the ~~employer~~~~Employer~~, if required. ~~Any break, including a meal break, that is not required to be documented through the use of a time punch shall be only for the approved duration.~~

**Commented [KA1]:** I'm not sure what this last sentence means.

**Commented [PS2R1]:** Remove sentence

The ~~employer~~~~Employer~~~~District~~ uses electronic time sheets to document hours worked by ~~non~~~~Non-exempt~~~~e~~~~Exempt~~ ~~employees~~~~e~~~~Employees~~ so that wages can be determined. (Exempt ~~employees~~~~e~~~~Employees~~ are not required to record their hours worked on a time sheet.) Failure to adhere to the reporting procedures adopted by the ~~employer~~~~Employer~~~~District~~ may result in delay of pay to the next regular payday, ~~the loss of pay for the hours of work in question,~~ and/or disciplinary action. In addition, failure to report time worked, misrepresentation of time worked, the altering of any time record, or allowing a time record to be altered by others may result in discipline, up to, and including ~~termination~~~~Termination~~.

**Commented [KA3]:** This is not permitted by the FLSA.

**Commented [PS4R3]:** Remove

## OVERTIME

## SECTION 4.04

- A. A ~~non~~~~Non-exempt~~~~e~~~~Exempt~~ ~~employee~~~~e~~~~Employee~~ who, with the prior approval of the ~~employee's~~~~e~~~~Employee's~~ ~~supervisor~~~~s~~~~Supervisor~~, works in excess of forty (40) hours per work week (including hours in active pay status other than Sick Leave) shall be compensated for overtime at the rate of one and one-half (1 ½), as required by law. The ~~employer~~~~Employer~~~~District~~ ~~Employer~~ will endeavor to distribute overtime as equally as is practical among those ~~employees~~~~e~~~~Employees~~ regularly performing the work on which the overtime is necessary.
- B. Eligibility for overtime shall be based upon all hours actually worked. For overtime purposes, hours actually worked shall include paid holidays, paid vacation leave, and other approved paid ~~leave~~. Sick Leave shall be specifically excluded in computing overtime.
- C. All overtime must generally be scheduled and approved by the ~~employer~~~~Employer~~~~District~~ in advance of the work being performed.
- D. Under no circumstances may a ~~non~~~~Non-exempt~~~~e~~~~Exempt~~ ~~employee~~~~e~~~~Employee~~ work overtime without recording and being compensated for that overtime. An ~~employee~~~~e~~~~Employee~~ who works overtime in violation of a directive not to do so ~~will be, however, remains~~ subject to appropriate disciplinary action, ~~up to and including termination of employment.~~

**Commented [KA5]:** This is not necessary under the FLSA.

**Commented [PS6R5]:** Leave, for now, as it highlights that sick time is not considered active pay status

~~E. Hourly paid Non-Exempt employees Employees will be paid in accordance with the Fair Labor Standards Act and shall be paid on the basis of their regular eight (8) hour workday for the reasonable and necessary time spent attending to the business required of them.~~

~~F. When a nonNon exempt Exempt employee Employee incurs an overnight stay on District business, time spent overnight on official District business shall not be considered time worked for purposes of calculating overtime, except to the extent such time coincides with the employee's Employee's normal working hours on any day of the week including Saturday and Sunday, or to the extent the employee Employee is doing actual work.~~

~~G. Employees shall be reimbursed for District business-related travel and training expenses, upon submission of an expense voucher and sufficient supporting documentation.~~

~~H. Prior to an employee leaving on District business, the employee may request an explanation of the reasonable and necessary expenses that will be allowed.~~

~~I. Attendance outside of regular working hours at specialized or follow up training that is required by law for required certification does not constitute compensable hours of work even if all or part of the costs of the training is paid by the employer. Likewise, any training courses designed to prepare an employee for advancement to another position shall not be considered compensable hours of work provided the following criteria are met:~~

- ~~1. Attendance is outside the employee's regular working hours.~~
- ~~2. Attendance is voluntary.~~
- ~~3. The employee does not perform any productive work while attending the training program.~~

~~J. Scheduled overtime that is subsequently canceled for any reason shall not entitle the employee Employee to overtime compensation.~~

POLICY

PROCEDUREAPPLICATION

~~AE.~~ Normally, overtime must be authorized by the ~~supervisor sSupervisor or designee~~ in advance of the overtime being worked. However, unusual or emergency circumstances may require ~~employees eEmployees~~ to work overtime without having prior authorization of the ~~supervisor sSupervisor~~. The ~~supervisor sSupervisor~~ shall be notified as soon as possible of the need to work overtime, but in no case shall the ~~supervisor sSupervisor~~ be notified later than the start of the next workday.

~~BE.~~ Overtime pay shall normally be paid to the ~~employee eEmployee~~ on the same date the ~~employee eEmployee~~ is paid for the regular hours worked in the same pay period. If the calculation of the overtime hours cannot reasonably be calculated within this time frame, such overtime shall be paid with the next regular pay.

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**Commented [PS7]:** E, F, J removed by counsel as unnecessary. G, H, I, moved to Chapter 6.

INCLEMENT WEATHER

SECTION 4.05

It is the policy of the District not to require its ~~employees~~ Employees to continually perform work outside in inclement weather unless such work is necessary to protect life or property or to maintain or restore service to its customers. However, during such periods of inclement weather that occur during the ~~employee's~~ Employee's work period, ~~employees~~ Employees may be assigned to outside duties that do not expose them directly for extended periods of time. Inclement weather shall be determined by the Operations and Maintenance Manager and Distribution Supervisor using common sense and good judgment.

SCHEDULED WORK WEEK

SECTION 4.06

A. Standard Work Week: The standard work week for ~~hourly non-exempt employees~~ Employees will generally be Monday through Friday, eight (8) hours per day (i.e., ~~8:00~~ 8:00 a.m. to ~~4:30~~ 4:30 p.m. with a thirty (30) minute unpaid lunch break).

1. The District reserves the right to revise or modify the standard work schedule as deemed necessary after giving advance notice to the affected ~~employee~~ Employee(s).
2. This policy shall not be construed as a guarantee of 40 hours of work per week, 52 weeks of work per year, or a guarantee of continued future employment.

Alternative Schedule: The District may elect to implement an alternative schedule for any ~~employee~~ Employee that may include but not be limited to a ten-hour day. ~~Notwithstanding an employee's Employee's actual work schedule, benefits provided under other sections Sections of the District's employment Employment policies will be provided based upon an eight hour day.~~

1. Each full day off for holidays, personal days, vacation, sick leave, etc. for ~~full-time~~ Full-time ~~hourly non-exempt employees~~ Employees will be paid based on an eight-hour day. An ~~employee~~ Employee may elect to use available vacation or personal leave to make up any difference between the eight hours of paid time off and the number of hours that the ~~employee~~ Employee would have otherwise been scheduled to work on that day.
2. A partial day off for personal leave, vacation, sick leave, etc. that is approved by the General Manager will be paid based on the actual number of scheduled hours ~~missed~~.

**Commented [PS8]:** Confusing language that may never be applicable. Remove.

**Commented [KA9]:** Not for exempt employees.

**Commented [PS10R9]:** Understood, and practiced correctly.

- B. On Call Duties: Certain ~~employees~~Employees as designated by the District will be on-call status.
1. If an ~~employee~~Employee in on-call status is directed to perform certain duties, then the ~~employee~~Employee will be compensated for all time spent performing those duties from the time the ~~employee~~Employee leaves the ~~employee's~~Employee's home or other location to the directed area assigned until the ~~employee~~Employee returns to the ~~employee's~~Employee's home or previous location, but in no event shall receive less than two hours of pay at the applicable rate, except:
    - a. The ~~employee~~Employee shall have no guarantee of 2-hours of pay if the call-out commences less than two (2) hours before the ~~employee's~~Employee's regularly scheduled shift. In this case, the ~~employee~~Employee will be paid from the start of the call-out until the beginning of the regularly-scheduled shift; or
    - b. The ~~employee~~Employee has not left the physical premises of the work location and receives a call-out. In this case, the work is considered regular overtime, and the ~~employee~~Employee shall be paid for actual hours worked at the applicable rate.
  2. In cases where the ~~employee~~Employee in on-call status performs a duty or duties that do not require them to physically respond to another location or otherwise report for duty, the ~~employee~~Employee shall be compensated for all hours worked at the applicable rate, but in no event shall receive less than two hours of pay at the applicable rate. Employees shall not be entitled to a separate, two-hour guarantee of call-out pay for calls received during the two-hour period following the first call.
  3. If the ~~employees~~Employees in the ~~position~~Positions designated are free to pursue their own activities and the only stipulation is that they be available for on-call duties, as required, then they will not be compensated for any time not spent in actually responding to a call during the on-call status period.
  - 4.—When not covered by a ~~collective bargaining agreement~~CBA, a ~~non-exempt~~Non-exempt ~~employee~~Employee assigned to stand-by duty shall have an additional \$2.50 added to the ~~employee's~~Employee's straight-time hourly rate for each hour actually worked during each week the employee is assigned to stand-by duty. ~~It should be noted that sick leave hours are not accounted as active pay status.~~ This rate shall be adjusted annually by the across-the-board increase approved by the Board of ~~T~~Trustees, if any such increase is granted.

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## DISTRICT COMPENSATION PLAN

## SECTION 4.07

District's Policy on Compensation

It is the policy of the of the District first and foremost to recognize that all public money is received as a matter of public trust and it must be spent conservatively and responsibly. The public interest in seeing that all public money is spent conservatively and responsibly is best advanced when the expenditure of that money is monitored and managed by competent, capable, honest, and high performing public employees. In order to initially attract employees, the District must create pay and benefit plans that are fair and competitive with local and similarly situated water utility compensation plans. Thereafter, in order to maintain qualified employees, it will become necessary, from time to time, to update the District's pay and benefit plans while never losing sight of revenues available to devote to employee pay and benefits.

Compensation Plan Structure

The District's compensation plan for its appointing authority includes two components: (1a) wages, and (2b) fringe benefits. Since bargaining unit employees eEmployees negotiate and set their wages and benefits (for the most part, although there are some exceptions) through their CBA collective bargaining agreement, this policy will address only non-bargaining employees eEmployees.

1. Wages

The Board of Trustees of the District has established a single pay scaleschedule composed of pay gradespay grades-for its non-bargaining employees eEmployees. Current pay gradespay grades-are maintained by the District's Human Resource department.

Each job position within the District's appointing authority, is assigned to a pay grade pay grade based upon (a) the results of the a wage survey, P, and (b) point factor analysis and other factors as may be deemed appropriate by the District may be used to further establish pay grades-

In order to better illustrate the pay system, the following discussion will examine each of its componentsComponents:-

a. Pay Grades

While the highest pay grade does not have a maximum rate of pay due to the extraordinary qualifications required for an employee eEmployee to qualify for that range, each other pay grade has both a minimum and maximum rate. The minimum and maximum rate for each grade sets the minimum and maximum wage rate for all positions pPositions falling within that grade. A permanent (not a

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~~temporary-t~~(Temporary or acting) ~~employee-e~~Employee within a classification who is receiving less than the minimum rate for work in that class will have the ~~employee's-E~~Employee's wage raised to the minimum. A grade's minimum rate of pay is generally considered the base or starting rate for all permanent ~~employees-e~~Employees in a classification falling within that grade. Four exceptions exist to this general rule:

- i. The first exception may occur when a new ~~employee-e~~Employee possesses exceptional qualifications and experience upon hire.
- ii. The second exception may occur upon ~~promotion-p~~Promotion into a new classification where the promoted ~~employee-e~~Employee, before the ~~promotion-p~~Promotion takes place, is already receiving more than the grade minimum for the promoted ~~position-p~~Position. It is anticipated a ~~promotion-p~~Promotion will increase pay from its former level, not decrease it.
- iii. The third exception may occur when an ~~employee's-e~~Employee's base rate falls below the minimum approved rate of pay following a ~~pay range wage scale~~ update. In this circumstance, the District may consider the sum of the ~~employee's-e~~Employee's annual merit increase percentages earned within the ~~employee's-e~~Employee's current classification to further advance the ~~employee-e~~Employee through the range.
- iv. The fourth exception occurs when the hire or ~~transfer-t~~Transfer of a permanent ~~exempt-e~~Exempt ~~employee-e~~Employee results in that ~~employee's-E~~Employee's pay rate being within 5% of his or her direct ~~supervisor's-s~~Supervisor's rate of pay. In this case, the ~~supervisor's-s~~Supervisor's base rate of pay shall be adjusted to be 5% more than that of the newly hired or newly transferred ~~employee's-e~~Employee's rate of pay, provided that said increase does not exceed the maximum rate of pay established for the ~~supervisor's-S~~Supervisor's classification.

The maximum rate for a pay grade is the greatest wage for all ~~positions-p~~Positions falling within that grade. No ~~employee-e~~Employee shall be paid a base rate that exceeds the maximum rate for the ~~employee's-e~~Employee's classification, and an ~~employee-e~~Employee whose rate of pay exceeds the maximum rate for the ~~employee's-e~~Employee's classification will be redlined (frozen) or actually reduced in pay in the District's discretion. A grade's maximum rate may change whenever the District adjusts the wage scale. But it is possible to have a change to fewer than all grades at one time.

Aside from its minimum and maximum rates, a pay grade has no intervening "steps" or pay increments. The advantage of this type of grade structure is that it allows greater flexibility for rewarding individual achievement than a step system.

In a step system, identically situated ~~employees~~ Employees receive identical increases even if their level of performance is markedly different. For example, if Employee A and Employee B are identically situated but Employee A has been an exceptional performer and Employee B has just been a satisfactory performer, under a step system each would be identically rewarded. In a pay system with no steps or set increments, the ~~employer~~ EmployerDistrict can recognize distinguished service from satisfactory service by awarding a greater wage increase to an ~~employee~~ Employee providing distinguished service.

The wage rate for one or all pay grades can be increased or decreased from time to time by the District in its sole discretion. In making a pay grade adjustment, the District may consider whatever factors it finds relevant and persuasive including, but not limited to:

- i. its own judgment of prevailing circumstances locally, regionally, or nationally,
- ii. market factors affecting the District's ability to attract and retain staff,
- iii. wage rate studies, or
- iv. indices.

An ~~employee~~ Employee being paid less than the maximum rate for the ~~employee's~~ Employee's classification can advance through the ~~employee's~~ Employee's classification's pay grade to its maximum wage by receiving:

- i. a base pay performance pay increase (which is different from a one-time bonus payment);
- ii. a general wage increase made to the rate of pay of one or more pay grades simultaneously at the discretion of the District, or
- iii. a ~~promotion~~ Promotion; or
- iv. a combination of (i), (ii) and/or (iii).

b. Increases Within a Grade

An ~~employee~~ Employee will advance through the ~~employee's~~ Employee's pay grade by way of a combination of periodic general increases and performance increases. The amount and frequency of general pay increases will be determined annually by the Board of Trustees. Employees who are at rates of pay that exceed the maximum rate for their pay grade shall receive no increase to their base rate of pay until their rates of pay no longer exceed the maximum rate, i.e., until such time the Board of Trustees increases the maximum rate to an amount greater than their pay rate. (An ~~employee~~ Employee already receiving the pay grade maximum for the ~~employee's~~ Employee's classification might, however, earn a lump sum performance bonus payment.)

The District may, from time to time, grant a general wage increase or decrease for one or all pay grades as they deem it appropriate. Regardless of its form, be it a general or performance pay increase, pay increases are neither automatic, nor periodic, and will occur, if at all, only through the processes described in this Section.

i. Performance Increases

An ~~employee~~ ~~eEmployee~~ may receive an across-the-board increase, an increase due to exceptional job performance, or both. This procedure is consistent with the Performance Evaluation procedure set forth in Section 3.04 of ~~this~~ ~~District's Personnel Policy Manual-PPM~~. An additional increase may also be obtained according to Section 3.04(C)(3)(d). Periodically, the District shall determine, based upon an examination of the District's financial condition, how much money it wishes to make available for performance increases and when it will be distributed. Performance increases can take two forms: base rate adjustments, and lump sum adjustments.

ii. Base Rate Adjustments and Lump Sum Adjustments

An ~~employee~~ ~~eEmployee~~ whose rate of pay is less than the maximum for the ~~employee's~~ ~~eEmployee's~~ grade may earn both lump sum and base rate performance increases. An ~~employee~~ ~~eEmployee~~ whose rate of pay equals or exceeds the maximum for the ~~employee's~~ ~~eEmployee's~~ pay grade may only receive a lump sum performance increase, which will not increase that ~~employee's~~ ~~eEmployee's~~ base rate of pay. An ~~employee~~ ~~eEmployee~~ whose rate of pay exceeds the maximum for the ~~employee's~~ ~~eEmployee's~~ pay grade may again begin receiving base rate performance adjustments up to the maximum for the ~~employee's~~ ~~eEmployee's~~ classification's pay grade when the maximum for the grade is increased above the ~~employee's~~ ~~eEmployee's~~ current wage rate.

Available performance adjustments may be apportioned between a lump sum one-time payment and a base rate adjustment. Any apportionment must be fair and uniformly applied under similar circumstances.

c. Movement Between Pay Grades

i. Promotions

A ~~promotion~~ ~~pPromotion~~ is the act of permanently placing an ~~employee~~ ~~eEmployee~~ in a classification that requires greater skills, knowledge, and abilities to perform more complex and responsible work than the ~~employee~~

~~eEmployee~~ was required to perform in the ~~employee's eEmployee's~~ previous ~~position pPosition~~. When an ~~employee eEmployee~~ is promoted, the ~~employee eEmployee~~ will be advanced to whichever is the greater of the following: (1) the minimum rate for the ~~employee's eEmployee's~~ new classification, or (2) a rate of pay that is five percent (5%) greater than the ~~employee's eEmployee's~~ current rate of pay, provided that said increase does not exceed the maximum rate of pay established ~~placed at a rate of pay no less than the minimum rate and no greater than the maximum rate~~ for the classification into which the ~~employee eEmployee~~ is promoted.

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ii. Demotion

A demotion is the act of reducing an ~~employee eEmployee~~ to a lower classification as a result of voluntary ~~employee eEmployee~~ action, layoff, or disciplinary infraction that requires the performance of less complex or less responsible work than the ~~employee eEmployee~~ was required to perform in the ~~employee's eEmployee's~~ previous ~~position pPosition~~ with an attendant reduction in pay or pay grade. If a demotion occurs, the ~~employee's eEmployee's~~ rate will be reduced accordingly, and the new rate of pay shall be determined proportionately based upon the ~~employee's eEmployee's~~ pay relative to the minimum and maximum rate in the ~~employee's eEmployee's~~ previous pay grade.

iii. Transfers

A ~~transfer tTransfer~~ is the act of moving an ~~employee eEmployee~~ from a ~~position pPosition~~ in a department or division to a ~~position pPosition~~ with the same classification title in another department or division. A ~~transfer tTransfer~~ may result in a change in work location and/or ~~supervisor sSupervisor~~, but not a change in significant job duties. An ~~employee's eEmployee's~~ rate of pay will not change as a result of a ~~transfer tTransfer~~.

iv. Temporary Assignments

A temporary assignment is the act of temporarily assigning an ~~employee eEmployee~~ to a job classification different than the ~~employee's eEmployee's~~ current one. Such assignments normally occur because of vacancies, illness, emergencies, or other special circumstances.

An ~~employee eEmployee~~ temporarily assigned to a classification with a lower rate of pay will not be reduced in pay. An ~~employee eEmployee~~ temporarily assigned to a classification with a higher rate of pay should be advanced to whichever is the greater of the following:

- a. The minimum rate for the classification to which the ~~employee~~ ~~eEmployee~~ has been temporarily assigned; or
- b. A rate of pay that is at least five percent (5%) greater than the ~~employee's~~ ~~eEmployee's~~ current rate of pay. However, no temporary increase will exceed the maximum rate of pay established for the classification assumed.

Note: In order to receive a temporary assignment increase, an ~~employee~~ ~~eEmployee~~ must be temporarily assigned by the General Manager to perform all of the duties and responsibilities of the higher-level classification for ten (10) consecutive workdays or longer. Temporary assignment of less than all of the duties and responsibilities of the higher-level classification will not qualify an ~~employee~~ ~~eEmployee~~ for a temporary increase. Also, an ~~employee~~ ~~eEmployee~~ who is temporarily assigned partial duties and responsibilities of a lower-level classification will not be eligible for additional compensation.

## 2. Fringe Benefits

Fringe benefits provided by the District are described ~~elsewhere in the personnel Policy manual in Chapter 5~~ and ~~are~~ incorporated here by reference.

## 3. Compensation Plan Maintenance

~~Failure to properly maintain the compensation plan may result in recruitment problems, pay inequities between classes, lowered employee Employee morale, higher employee Employee turnover, and other related organizational problems. Among the many factors and influences that may contribute to the erosion of a compensation plan's validity are the following:~~

- a. ~~Addition of new functions or responsibilities to a classification;~~
- b. ~~Abolishment or elimination of a classification's functions or responsibilities;~~
- c. ~~Reorganization of an organizational function, resulting in consolidation of work activities;~~
- d. ~~Gradual compression of two or more classifications into one by addition, deletion, or modification of duties and responsibilities; or~~
- e. ~~New or revised licensure or certification requirements dictated by law.~~

Commented [PS12]: Removed, per counsel.

## 4.3. Pay Scale Maintenance and Monitoring Changes in Market Conditions

~~In addition to the above factors, market eC~~onditions may dictate that the compensation plan be updated in order for the District to maintain a competitive posture with comparable and nearby jurisdictions.

In the discretion of the District, external and internal wage surveys will be periodically conducted in order to reassess the labor market value of benchmark classifications and assure the pay scale's wage competitiveness in the labor market. The pay scale may move up or

down as the wage survey and other market conditions demonstrate are warranted. The District will decide when and by how much to increase or decrease the pay scale based on wage survey results.

In the District's' discretion, across-the-board adjustments to the pay scale may occur periodically in response to any factors that the District deems relevant including, but not limited to, labor market conditions, cost-of-living factors, loss of skilled ~~employees~~ Employees to other jurisdictions due to pay scale, or other factors external to the District. Adjustments to the pay scale may be equally applicable to all scales or be limited to individual pay grades in the District's discretion.

#### 5.4. Updates of Classifications and/or Compensation Plan

To assure that the compensation plan remains internally equitable and externally competitive, the following general updating procedures will be followed:

- a. Each newly created ~~position-p~~Position will require a ~~position-p~~Position description~~d~~Description. If the new ~~position-p~~Position requires a new classification title, then a point factor analysis may be completed to determine the appropriate placement in the pay plan.
- b. On each occasion when a ~~position-p~~Position is classified or reclassified, it will be necessary to review that ~~position's-p~~Position's pay grade assignment in order to ensure that equity between classifications is maintained. If the ~~position-p~~Position is assigned to a currently existing classification, it will only be necessary to reassign the ~~position's-p~~Position's pay grade to the level paid for that classification. If, on the other hand, the ~~position-p~~Position is classified or reclassified to a new classification, i.e., a classification that does not currently exist, it will be necessary to point factor the new classification in order to determine the proper pay grade assignment.

Updated 12/20/22Updated 02/27/24