

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 14.A.

FROM: Monique Madrid, Assistant General Manager/Admin Dept. Manager

Meeting Date: April 18, 2019 Subject: CONSIDERATION OF APPROVAL OF AN AMENDED EMPLOYMENT AGREEMENT WITH PAAVO OGREN AND ADOPTION OF RESOLUTION 16-2019 AMENDING THE DISTRICT SALARY SCHEDULE

RECOMMENDATIONS: It is recommended that the Board of Directors approve an Amended Employment Agreement ("Agreement") with Paavo Ogren and adopt Resolution 16-2019 to amend the CCSD Salary Schedule.

FISCAL IMPACT: None. The fiscal impact has not changed, rather these are clarifications to the Agreement.

DISCUSSION: At the April 11, 2019 regular Board meeting, the Board approved an Amended Employment Agreement with Paavo Ogren designating him Interim General Manager and adopted Resolution 15-2019 amending the District Salary Schedule. Technical corrections to the Employment Agreement and the Salary Schedule are needed. Health and Dental premiums will be paid as "cash in-lieu." Vacation leave will be paid at a rate of one day per month. Other benefits provided in the Amended Employment Agreement are provided on a pro-rata basis, based on 24 hours per week.

Attachments: Resolution16-2019
Exhibit A Salary Schedule
Amended Employment Agreement with Paavo Ogren

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___PIERSON___ FARMER___ RICE___ STEIDEL___ HOWELL___

RESOLUTION 16-2019
April 18, 2019

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S SALARY SCHEDULE AND ESTABLISHING A
PAY SCHEDULE FOR THE POSITION OF INTERIM GENERAL MANAGER

WHEREAS, the Board of Directors desires to appoint Paavo Ogren, to serve as Interim General Manager for the Cambria Community Services District; and

WHEREAS, Mr. Ogren is a current member of CalPERS, and therefore even though he will be a temporary part-time employee his employment with the District requires that he be enrolled with CalPERS and his earnings with the District properly reported; and

WHEREAS, CalPERS requires that pay amounts be established pursuant to publicly available pay schedules; and

WHEREAS, publicly available pay schedules are required to comply with California Code of Regulations (CCR) Section 570.5.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:

1. The revised Cambria Community Services District Salary Schedule, attached hereto and incorporated herein as Exhibit A, is hereby approved.
2. In accordance with CalPERS regulation CCR §570.5, the pay rate and pay schedule for the position of Interim General Manager shall be at the rate of \$99 per hour. Health and dental insurance premiums will be paid as cash in-lieu. Vacation leave will accrue at a rate of one day per month. Other benefits provided in the Employment Agreement are provided on a pro-rata basis, based on 24 hours per week.
3. This Resolution and the salaries contained in Exhibit A shall constitute a publicly available pay schedule as required by Government Code Section 20480. Pursuant to CCR §570.5, it shall be immediately accessible and available for public review during the District's normal business hours.
4. This Salary Schedule shall be effective retroactively to April 11, 2019. This Resolution and the pay schedule contained herein shall be retained by the District in its official records on a permanent basis.

Resolution 16-2019 was adopted at a Regular Meeting of the Cambria Community Services District on April 18, 2019.

David Pierson
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson, Deputy District Clerk

Timothy Carmel, District Counsel

Exhibit A to Resolution 16-2019
CAMBRIA COMMUNITY SERVICES DISTRICT
SALARY SCHEDULE
FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019
UPDATED APRIL 18, 2019

POSITION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	10 YEARS	15 YEARS	20 YEARS
						SERVICE STEP E+5%)	SERVICE STEP E+7.5%)	SERVICE STEP E+10%)
SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS)								
Administrative Technician I	41,966	44,064	46,268	48,581	51,010	53,561	54,836	56,111
Water Treatment OIT	44,333	46,550	48,877	51,321	53,887	56,581	57,928	59,276
Maintenance Technician	44,555	46,782	49,121	51,577	54,156	56,864	58,218	59,572
Water Treatment Operator I	46,368	48,687	51,121	53,677	56,361	59,179	60,588	61,997
WasteWater Systems OIT	48,983	51,432	54,004	56,704	59,539	62,516	64,005	65,493
Administrative Technician II	49,970	52,469	55,092	57,847	60,739	63,776	65,295	66,813
WasteWater Systems Operator I	51,488	54,063	56,766	59,604	62,584	65,713	67,278	68,843
Water Treatment Operator II	52,526	55,152	57,910	60,805	63,845	67,038	68,634	70,230
Laboratory Technician	56,889	59,734	62,720	65,856	69,149	72,607	74,335	76,064
WasteWater Systems Operator II	58,035	60,937	63,984	67,183	70,542	74,070	75,833	77,597
Water Systems Operator T3/D2	59,501	62,476	65,600	68,880	72,324	75,940	77,748	79,556
Administrative Technician III	60,700	63,735	66,922	70,268	73,781	77,470	79,315	81,159
Finance Specialist-Payroll/Benefits	60,700	63,735	66,922	70,268	73,781	77,470	79,315	81,159
WasteWater Systems Operator III	64,123	67,329	70,696	74,230	77,942	81,839	83,788	85,736
WasteWater & Water Supervisors & SWF CPO	75,219	78,980	82,929	87,075	91,429	96,001	98,286	100,572
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS)								
Fire Captain	72,636	76,268	80,081	84,085	88,290	92,704	94,911	97,118
Fire Engineer	60,240	63,252	66,415	69,735	73,222	76,883	78,714	80,544
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (HOURLY AMOUNTS)								
Firefighter (SAFER Grant)	13.65	14.33	15.05	15.80	16.59	N/A	N/A	N/A
CAMBRIA RESERVE FIREFIGHTERS (HOURLY RATE: NO STEPS)								
Reserve Recruit Firefighter **	12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Firefighter **	12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Fire Engineer **	13.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Lieutenant **	14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CAMBRIA EXEMPT EMPLOYEES (ANNUAL AMOUNTS)								
Deputy District Clerk (Confidential)	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Management Analyst	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Facilities & Resources Supervisor	74,945	78,692	82,627	86,758	91,096	N/A	N/A	N/A
District Clerk/Administrative Services Officer	111,572	117,151	123,008	129,159	135,616	N/A	N/A	N/A
Finance Manager	107,900	113,295	118,960	124,908	131,153	N/A	N/A	N/A
District Engineer/Utilities Department Manager	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Fire Chief	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Administrative Department Manager ***	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
General Manager	170,457	170,457	170,457	170,457	170,457	N/A	N/A	N/A
CAMBRIA LIMITED TERM EMPLOYEE (HOURLY RATE: NO STEPS)								
Interim General Manager *	99.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Part-time employee working 24/hrs per week. This position receives cash in-lieu for health and dental premiums, vacation is accrued at 1 day per month and receives a pro-rata portion of other benefits as provided in the Employment Agreement based on 24 hours per week.

** Increase rate \$1.00 per year January 1, 2019-January 1, 2022

***Assistant General Manager designation receives 5% pay differential

Position with Confidential designation receives 5% pay differential

Red denotes a change

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement ("Amended Agreement") is made, entered into and effective this 18th day of April, 2019, by and between the Cambria Community Services District (hereinafter referred to as "Employer," "District" or "CCSD") and Paavo Ogren (hereinafter referred to as "Employee"), who understand as follows:

WITNESSETH:

WHEREAS, the Employee and Employer previously entered into an Employment Agreement retaining Employee as a Strategic and Organizational Advisor to assist the Acting General Manager while the District conducts a recruitment for a new General Manager; and

WHEREAS, the person who has been serving as Acting General Manager cannot continue to serve in that position as a result of Government Code section 20480, which limits temporary pay upgrades for out-of-class service while an employer is actively recruiting to fill a staffing vacancy to 960 hours per each fiscal year; and

WHEREAS, the Board now desires to appoint and employ Employee as the Interim General Manager, and Employee desires to accept said appointment subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. EMPLOYMENT AS INTERIM GENERAL MANAGER

- A. Subject to the terms and conditions of this Amended Agreement, District hereby agrees to employ Employee as the Interim General Manager. As Interim General Manager Employee shall perform the duties of a general manager of a community services district, as set forth in Government Code Section 61051, which provides as follows:
- (a) The implementation of the policies established by the board of directors for the operation of the district.
 - (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
 - (c) The supervision of the district's facilities and services.
 - (d) The supervision of the district's finances.
- B. Employee shall assist the Board in the recruitment of a permanent General Manager.

C. Employee acknowledges that his appointment as Interim General Manager shall not imply, guarantee or create any right, expectation or entitlement of an appointment as the permanent General Manager.

SECTION 2. TERM AND TERMINATION

- A. This Amended Agreement shall take effect upon its execution by both parties and shall remain in effect until the earlier of December 21, 2019 or when a permanent General Manager is retained by the CCSD.
- B. Employee understands that he has no constitutionally protected property or other interests in his employment as the Interim General Manager and the position is considered to be an "at will" employment. Employee understands and expressly agrees that he serves in the Interim General Manager position at the will and pleasure of the Board and that he may be terminated from that position at any time by the Board, without cause, by providing Employee with ten (10) days prior written notice of such termination. Additionally, Employee shall have the right to resign from that position at any time by providing the Board with ten (10) days written notice of such resignation.

SECTION 3. WORK SCHEDULE, SALARY AND COMPENSATION AND PERFORMANCE REVIEW

- A. Employee's work schedule shall include working at the CCSD offices a minimum of two days per week. He shall also provide the CCSD with services on one additional day per week, which may be either from the CCSD or from his home or from other locations that may be convenient for the Employee. Overall, it is anticipated that Employee will provide approximately 24 hours per week of services to the District. Timesheets shall be submitted substantiating the hours worked.
- B. Employer agrees to pay Employee Ninety-Nine Dollars (\$99.00) per hour for his services as Interim General Manager, which compensation is set forth in Resolution 16-2019. Employee shall receive the following benefits: contributions to CalPERS, sick leave, administrative leave, and payment of Social Security costs and other legally required employment costs. Health insurance and dental insurance premiums will be paid as "cash in-lieu," and vacation leave will accrue at a rate of one day per month.
- C. Employer acknowledges that since Employee is currently a member of the California Public Employees Retirement System (CalPERS), his employment with the District shall be enrolled with CalPERS and his earnings reported accordingly. Employee agrees to pay one-hundred percent (100%) of the Employee designated share of the contribution to CalPERS in accordance with Section 2.08.150 of the CCSD Municipal Code.

- D. District's Board of Directors shall review the performance of Employee on a bi-monthly basis.

SECTION 4. GENERAL PROVISIONS

- A. The terms of this Amended Agreement are intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Amended Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Amended Agreement. Any amendments to this Amended Agreement must be in writing and executed by both parties.
- B. If any provision of this Amended Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- C. This Amended Agreement shall be governed by the laws of the State of California. Employee and the District agree that venue for any dispute shall be in San Luis Obispo County, California.
- D. The parties acknowledge that they understand the significance and consequences of this Amended Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Amended Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Amended Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Amended Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Amended Agreement.
- E. Employee may not assign this Amended Agreement in whole or in part.
- F. This Amended Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- G. This Amended Agreement shall replace and supersede the Amended Employment Agreement between the parties dated April 11, 2019.

[Signatures on following page.]

IN WITNESS WHEREOF, District and Employee have executed this Amended Agreement on the day and year first set forth below.

DISTRICT:

EMPLOYEE:

David Pierson, President
Board of Directors

Paavo Ogren

Dated: _____

Dated: _____

ATTEST:

Haley Dodson
Deputy District Clerk

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel