

AGENDA
**FOR THE SPECIAL MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD June 5, 2024**

**The special meeting of the Governing Board will be held commencing at 5:30 p.m.
The location of the meeting is at 5300 Sixth Street, Carpinteria, California.**

THIS IS A SPECIAL MEETING OF THE BOARD OF DIRECTORS CALLED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54956. OTHER THAN THE LISTED AGENDA ITEMS, NO OTHER BUSINESS WILL BE CONDUCTED BY THE BOARD. THE PUBLIC IS INVITED TO ATTEND THE OPEN SESSION ITEMS. MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM ON THIS AGENDA. NO OTHER BUSINESS, OTHER THAN WHAT IS SET FORTH IN THE AGENDA, SHALL BE CONSIDERED BY THE BOARD.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

May 7, 2024

AS [SUBMITTED] [MODIFIED]

IV. PUBLIC FORUM

In accordance with Government Code Section 54954.3, every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

V. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report

(Pages 1-13)

Description: General Manager to review his written report regarding the following issues:

- Staffing Updates
- Lift Station No. 1 Roof Replacement
- Partnering for Impact Event
- Manhole Rehabilitation Project
- Aeration Blower Control Panel
- Coastal Nutrient modeling Survey
- Operations Update

2. Financial Status and Transaction Report (Pages 14-23)

Description: District Administrator to review the monthly financial status and transaction reports.

3. 2024 Strategic Planning Workshop – Summary Report (Pages 24 - 29)

Description: The Board to review the summary report for the 2024 Strategic Planning Workshop and provide comments on the process.

Staff Recommendation: Staff recommends that the Board provide input to staff.

4. Update to District Personnel Rules and Regulations; Chapter 3 of District Code (Pages 30 - 105)

Description: The Board to review, discuss and consider approving the revisions made to Chapter 3 of the District Code, Personnel Rules and Regulations as submitted by District staff and the Board Personnel Committee and reviewed by legal counsel.

Staff Recommendation: Staff recommends that the Board approve the updated version of Chapter 3 of the District Code, Personnel Rules and Regulations with the benefit modifications becoming effective on July 1, 2024.

Staff Recommendation: Staff recommends that the Board provide input to staff.

5. Technical Certification Incentive Program (Pages 106 - 109)

Description: The Board to review and consider approving a revised Technical Certification Incentive Program.

Staff Recommendation: Staff recommends that the Board approve the revised Technical Certification Incentive Program as presented.

6. Cash Contract No. 520 – Sam Hill & Sons, Inc. Manhole Rehabilitation Project – Manhole Raising (Pages 110-119)

Description: The Board to review and consider approving Cash Contract No. 520 between the District and Sam Hill & Sons, Inc. of Ventura, CA, for the Manhole Rehabilitation Project – Manhole Raising with a not to exceed total of \$15,045.

Staff Recommendation: Staff recommends that the Board approve Cash Contract No. 520 as presented.

7. CalPERS Unfunded Actuarial Liability Draft Pension Liability Management Policy (Pages 120-121)

Description: The Board to receive an overview presentation on its CalPERS retirement program and associated unfunded actuarial liability.

Staff Recommendation: Staff recommends that the Board provide direction on finalizing a Pension Liability Management Policy for future consideration and adoption.

8. Carpinteria Advanced Purification Project (CAPP) Update

Description: The Board will receive an update status report on the Carpinteria Advanced Purification Project being pursued in conjunction with the Carpinteria Valley Water District. Information on current activities and future tasks or milestones will be presented.

Staff Recommendation: None. Information Only.

VI. BOARD ITEMS

D. COMMITTEE REPORTS

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- Standing Recycled Water Committee

E. GENERAL ITEMS

- SBCSDA (Santa Barbara – California Special Districts Association) Report
- Board Member Vacation Dates
- Future Agenda Items

VII. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 110 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 111, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#20
Next Resolution Available.....R-370
Posting Date.....06/03/24

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
May 7, 2024**

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **May 7, 2024**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

The agenda notice for this meeting, including instructions for the public to provide comments, was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 72 hours in advance of the meeting.

I. CALL TO ORDER

President Damron called the meeting to order at 5:33 p.m. and noted all Directors were present at tonight's meeting.

Directors Present: Michael Damron – President
Gerry Velasco – President Pro-Term
Debbie Murphy – Secretary
Lin Graf – Secretary Pro-Term
Mike Modugno – Treasurer

Staff Present: Craig Murray – General Manager
Kiley Mora – Administrative Assistant

Legal Counsel Present: Karl Berger – Burke, Williams & Sorenson (by Zoom video-conference)

Public Present: None.

II. PLEDGE OF ALLEGIANCE

President Damron led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Damron asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

IV. BOARD APPROVAL OF MINUTES OF THE MEETING OF April 16, 2024

Director Modugno made a motion, seconded by Director Murphy that the Board approve the minutes of the April 16, 2024 Regular Board meeting as presented. The motion carried by the following vote:

AYES:	5	Graf, Murphy, Damron, Modugno, Velasco
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

V. PUBLIC FORUM

None

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report

General Manager reviewed his written report regarding the following items:

- Board Strategic Planning Workshop
- Central Coast Regional Biosolids Group
- SCE Battery Energy Storage Review
- Annual Budget Development Process
- Operations Update

2. Resolution No. R-369 – Resolution Setting the Date for a Hearing and Giving Notice thereof of Election to Collect Sewer Service Chargers on the County Tax Roll for the Fiscal Year 2024/25

General Manager provided the Board with an overview of his staff report related to Resolution No. R-369 which, if adopted, would set the date as June 18, 2024 at 5:30 for a hearing and give notice thereof of election to collect sewer service charges on Santa Barbara County and Ventura County tax rolls for the fiscal year 2024/25.

Director Murphy made a motion, seconded by Director Graf that the Board adopt Resolution No. R-369 Setting the Date for a Hearing and Giving Notice thereof of Election to Collect Sewer Service Charges on the Counties Tax Rolls for Fiscal Year 2024/25. The motion carried by the following roll call vote:

AYES:	5	Graf, Damron, Murphy, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

3. Cash Contract No. 517 – Sancon Technologies, Inc – Manhole Rehabilitation Project

General Manager reviewed his staff report related to Cash Contract No. 517 with Sancon Technologies, Inc for services related to the manhole rehabilitation project. If approved Cash Contract No. 517 would engage Sancon Technologies, Inc. to provide construction services with a not to exceed contract amount of \$60,000.

Director Velasco made a motion, seconded by Director Modugno that the Board approve Cash Contract No. 517 between the District and Sancon Technologies, Inc. dated May 7, 2024. The motion carried by the following vote:

AYES:	5	Graf, Damron, Murphy, Velasco, Modugno
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

4. Carpinteria Advanced Purification Project

General Manager provided an update related to the Carpinteria Advanced Purification Project.

No Board action was taken on this item.

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

None.

Standing Personnel Committee

Director Velasco reported on the meeting held 4/22/2024.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

Ad-Hoc Summerland Sanitary Coordination Committee

President Damron elected to disband the Ad-Hoc Summerland Sanitary Coordination Committee. If necessary in the future, another ad hoc committee may be formed.

B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

CSRMA Report

None.

Board Member Vacation Dates

Graf: 5/20/2024 – 5/25/2024

Future Agenda Items

None.

VIII. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 5:58 p.m.

Mike Damron
President

Gerald Velasco
President Pro-Tem

Debbie Murphy
Secretary

Lin Graf
Secretary Pro-Tem

Mike Modugno
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. – General Manager

SUBJECT: General Manager's Status Report

DATE: June 5, 2024

Staffing Updates. The District is currently recruiting for an Administrative Support Specialist position (formerly titled Administrative Assistant). Applications are due July 1st with a target start date of August 1st. Chris Lewsadder will be joining the District as an Operator 4, filling a vacancy that has existed since early 2023. Chris brings a Grade V Treatment Plant Operator Certification from the SWRCB and local public agency experience. His start date has not been finalized, but we look forward to his contributions when he comes on board.

Lift Station No. 1 Roof Replacement. Planned replacement of the red tile roof at Lift Station No. 1 was completed in late May. Carpinteria Valley Roofing completed the work. Original tiles that were not damaged were retained and may be used to restore the tile roof at Lift Station No. 2, which is also a 1930's era structure.

Partnering for Impact Event. An oral report on the Partnering for Impact forum event held at UC Irvine on June 4th will be presented. This event, sponsored jointly by CASA and CWEA, brings together researchers, regulators, engineers, operators and others to collaboratively discuss current industry topics. The dual focus of this session is PFAS management and advances in potable reuse.

Manhole Rehabilitation Project. Sancon Technologies completed the manhole lining project on June 1st. District staff observed the spark testing process and we authorized a small change order for repair and resetting of detached grade rings on one manhole prior to coating.

Aeration Blower Control Panel. Operations staff are working on installation and programming of a new stand-alone control panel for our backup centrifugal aeration blower. This 150hp blower has served as redundant equipment since installation of the high speed turbo blowers that feed the aeration basins. The original controller was no longer functional and most components were obsolete. The new controller will allow for simple operation and provides critical monitoring and surge protection.

Coastal Nutrient Modeling Survey. District staff is responding to a comprehensive survey and information request from CASA and a coordinating consultant (HDR) intended to compile data from coastal wastewater agencies that are included in SCCWRP's ROMS-BEC ocean acidification & hypoxia (OAH) model for the Southern California Bight. The modeling work being done by SCCWRP is expected to inform 2024 and 2025 regulatory rulemakings at the SWRCB level pertaining to the California Ocean Plan and OAH water quality standards. It is crucial to have accurate inputs to the model, as outputs could potentially result in nutrient removal requirements for ocean dischargers with serious cost implications.

Operations Update

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit. The secondary process has recovered from the fungus bulking condition and effluent quality is excellent.
- The collection system is functioning well with no SSOs reported during the period.
- A reported backup in a lateral on Walnut Street was investigated. The mainline had been lined over a decade ago but reinstatement of this lateral was not complete. A contractor was engaged to fully open the lateral using a robotic cutter and restore service.
- National Plant Services has one lateral repair to complete as part of their punch list for the Lower Lateral Rehabilitation Project. This work on Cameo Road will be completed in mid June.
- Operations staff have completed annual service on headworks equipment, WAS pumps and dewatering systems. A section of corroded ductile iron pipe feeding the grit classifier was replaced as well.
- One of the Lift Station No. 8 submersible pumps was repaired by Xylem Flygt and returned to service. A hydrogen sulfide monitoring device was installed in the LS8 wet well in an effort to gauge odor levels and patterns at this location.



**JUNE 4
2024
IRVINE**

PARTNERING FOR IMPACT

Secondary Clarifier at the Orange County Sanitation District Plant No. 1 in Fountain Valley. Photo by OC San.



PARTNERING FOR IMPACT

**UC Irvine Beall Applied Innovation
Beach @ the Cove**

REGISTER >



UC Irvine



Adobe

Innovate for Resilience: Solutions in Water Reclamation and PFAS Management



Mike Metts, Dudek
Event Committee Lead
Past Chair, CASA Associates Committee

Dear CASA and CWEA Members,

Partnering for Impact (PFI) is a one-day, highly focused, interactive meeting of thought-leaders, practitioners, academics, and regulators from throughout the wastewater industry. These industry leaders strive daily to advance technology and innovation through various local and regional partnerships.

At PFI 2024, you will discuss innovation and collaboration as it applies to recycled water as a future potable water resource and explore new advancements in PFAS management.

We've structured our workshop to include dynamic speakers, panel discussions, and roundtable interaction designed to foster input through facilitated idea sharing at your table with fellow attendees.

PFI 2024 includes technological leaders from various research universities, as well as innovative State and Federal regulators, who are involved in utility partnerships that propel technology and innovation forward. Each participant is provided key take-away information, and our closing keynote speaker will facilitate a call-to-action for us all.

Originally, PFI was developed by a team led by Rick Warner and continues as a national movement in cooperation with WEF and other innovative engineering organizations. In California, PFI is organized annually by CASA and CWEA, sponsored by the firms and individuals who are active in CASA's Engineering and Research Committee. We would like to thank our volunteers and CASA/CWEA staff for their invaluable support.

We sincerely invite you to attend PFI 2024, being held at UC Irvine's Beall Applied Innovation @ The Cove, a truly remarkable venue. Please sign up early, as the number of participants is limited.

We cannot wait to welcome you to PFI 2024!

MAX
120
ATTENDEES,
SO REGISTER
SOON

[REGISTER ONLINE >](#)

2024 PFI Sponsors



What Attendees Say About PFI....

“Overall I really enjoyed the event.”

“Some of the best aspects of PFI are getting face-to-face time with others, plus the roundtable discussions.”

“Great presentations, excellent attendance.”

“It was great meeting the partners in a professional setting with an open format.”

“For me, the networking opportunities and the presentations I thought were very useful and informative.”

“Have it twice per year!”

2024 Participating Agencies & Organizations

AECOM
AKM Consulting Engineers
Anaergia
Black & Veatch
CASA
Carollo Engineers
Carpinteria SD
CDM Smith
City of Corona
City of Los Angeles Public Works
City of Ventura
Consulting Engineering
Coombs-Hopkins Company
Downey Brand
Dudek
Gannett Fleming

Hazen and Sawyer
Industrial Scientific
Inland Empire Utilities Agency
Irvine Ranch Water District
Jacobs
Jurupa CSD
Los Angeles County Sanitation Districts
Lystek International
Metropolitan Water District of Southern California
Moulton Niguel WD
MWH
MWH Constructors
National Water Research Institute
OC San

Orange County Water District
Rising Tide Partners
San Bernardino MWD
Santa Ana RWQCB
Santa Ana Watershed Project Authority
Synagro
TetraTech
Trussell Technologies
TYLin
UC Irvine
WRD
West Yost
West Yost Associates
Western Municipal Water District
Woodard & Curran



Innovate for Resilience

Solutions in Water Reclamation and PFAS Management



Starting at 8:30 a.m. enjoy a light continental breakfast and networking.

Opening Keynote Presentation
Converting Wastewater to Resources through Management of Chemical and Microbial Contaminants

Dr. Sunny Jiang
UC Irvine



Morning Session

Recycled Water as Potable Water Resource

Amber Baylor, Moderator, South Orange County Wastewater Authority

Regional Recycled Water Project Partnering
Heather Dyer, General Manager, SBVMWD

Recycled Water as a Resource for Potable Use
Eric Owens, Manager of Engineering & Operations, WRD

New DPR Regulations, Now What?
Shane Trussell, President, Trussell Technologies

EARLY BIRD
DEADLINE
MAY 28

HEATHER
DYER



ERIC OWENS



SHANE
TRUSSELL



Then we'll move into
Rountable Discussions

Followed by
Lunch and Networking

Our goal for

Partnering for Impacting

Elevating Innovation & Excellence in California

The goal of Partnering for Impact (PFI) is to **build stronger utility, university, and industry collaborations within the water sector** for innovation and to find areas where we can create a positive impact. Water agencies, cities, counties, utilities, research funders, and universities actively addressing water issues are increasingly recognizing the value of partnering. **We can work together to promote national leadership in the water sector.**



Adobe

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Afternoon Panel

PFAS Management Successes

Steve Jepsen, Moderator, Clean Water SoCal

Pretreatment & Source Control (PFAS and Beyond)

Lan Wiborg, Director of Environmental Services, OC San

Three Tiers of PFAS Treatment

Tamzen Macbeth, CDM Smith

Recycled Water PFAS Control, RWQCB Perspective

Jayne Joy, Executive Officer, Santa Ana RWQCB

LAN
WIBORG



TAMZEN
MACBETH



JAYNE
JOY



Wrap-up

Partnering for Impact 2024 Call to Action

Jeff Mosher

General Manager,
Santa Ana Watershed Project Authority

DWR

CASA Happy Hour Sponsors



BLACK & VEATCH

DUDEK

Hazen



Woodard & Curran

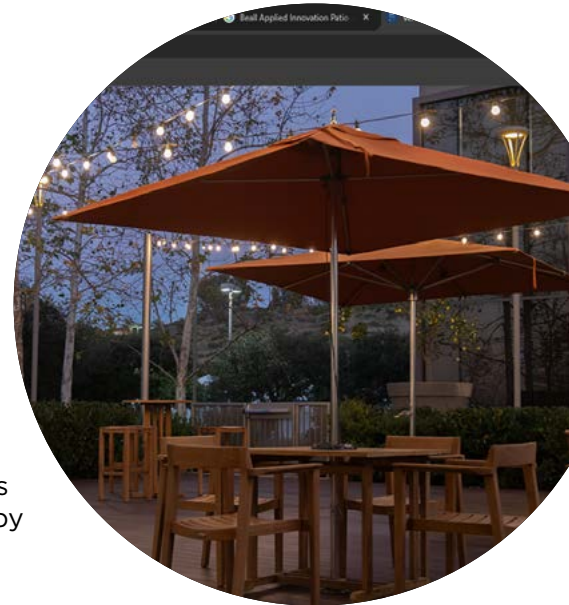
Don't miss it:

CASA

After-Conference Happy Hour

Beall Applied Innovation Patio
4:30 p.m. sponsor hosted
Beer and Wine bar

For those attendees who want to avoid traffic, or are waiting for their plane at the nearby airport, or just continue to mingle and collaborate with your fellow attendees, CASA has arranged a sponsor-hosted happy hour to finish off the workshop. Plan to stick around for a light snack and some drinks!



UC Irvine

PFI REGISTRATION FORM

Early
Bird
Ends on
May 28

REGISTER ONLINE >

(PLEASE PRINT OR TYPE)

First Name: _____ Last Name: _____

Agency/Company: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-Mail: _____

Emergency Contact: _____ Emergency Phone: _____

MEMBERSHIP: CWEA WEF CASA CA-NV AWWA # _____

Special Services: Check here if you require special accommodations to fully participate and attach written description.

Dietary Restrictions: Indicate any dietary restrictions _____

REGISTRATION

EARLY BIRD RATE (BEFORE MAY 28) **\$190**

REGULAR RATE (AFTER MAY 28) **\$225**

SUPPORTING REGISTRATION RATE **\$750**
Supporting Registrants ensure the participation of emerging leaders, invited guests, and presenters highlighting breakthrough technologies for the water sector. Supporting registrants will receive recognition for their support at the event and in on-site signage.

STUDENT Provide proof of college attendance w/minimum of 9 units. **\$0**

Fee Total \$ _____

For assistance contact CWEA MEMBER SERVICES
510.382.7800 option 4 or memberservices@cwea.org

UCI Beall Applied Innovation @the Cove
5270 California Avenue #100, Irvine, CA 92617

Take Bison Avenue Exit from CA-73 in Irvine. Continue on Bison Avenue to California Avenue. Right on California Avenue to Destination.

REGISTRATION OPTIONS:

1. Register online at events.cwea.org
2. Fax to 510.382.7810
3. Mail registration form and payments to:
CWEA PFI24, 7677 Oakport Street,
Suite 1030, Oakland, CA 94621-1935

PAYMENT INFORMATION

For payments by check or money order, make payable to: **CWEA PFI24**

For payments by credit card, please print clearly.

Credit card: VISA MASTERCARD DISCOVER AMEX Signature: _____

Credit card number: _____ Expiration date: _____

Name of account holder: _____ Billing zip code: _____

Full payment or purchase order is required to process registrations. If you have to cancel, written cancellation notice is required and must be received at least 15 days prior to the workshop date. A 25% service fee shall be retained on all cancellations. No refunds shall be given for cancellations made less than 15 days prior to the event. A written special service request is required 30 days in advance.



PARTNERING
FOR IMPACT



Carpinteria Sanitary District

Board of Directors Meeting

TO: Board of Directors
FROM: Kim Garcia – District Administrator
SUBJECT: Financial Status and Transaction Report
DATE: June 5, 2024

Disbursements/checks*. Review of disbursements/checks for the period of April 1, 2024 through April 30, 2024.

*Publication of the check register is in compliance with Section 53065.5 of the Government Code which requires the District to disclose reimbursements to employees and/or directors at least annually.

Operating Financial Report. Period of April 1-30, 2024. The District operating account balances as of April 30, 2024. Shown are book balance figures to the nearest dollar and indicate the funds available to the District at the time of reconciliation for the period.

Operating Fund Balances

General and Payroll (MB&T)	\$	567,714
Non-Restricted Investment Accounts (LAIF)	\$	10,035,454

Operating Expenditures and Receipts

Period Total Wages and Benefits	\$	209,654
Period Expenses	\$	254,162
Total Period Operating Expenses	\$	<u>379,663</u>

FY 2024/2025 Budget Schedule.:

- 6/18/24 Board meeting – Public Hearing to Collect & Place SSC and Review FY 2024/25 Final Budget

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
44785									
04/24	04/03/2024	44785	1090	BRANSON TAYLOR	3192024	1	1-1000-5265	16.08	16.08
Total 44785:									16.08
44786									
04/24	04/03/2024	44786	1317	FRONTIER COMMUNICATIONS	8056842498	1	1-1000-5430	63.08	63.08
Total 44786:									63.08
44787									
04/24	04/03/2024	44787	1355	GRAINGER	9071834502	1	1-1000-5510	7.26	7.26
Total 44787:									7.26
44788									
04/24	04/03/2024	44788	1507	MC CORMIX CORP.	16507	1	1-1000-5260	931.45	931.45
Total 44788:									931.45
44789									
04/24	04/03/2024	44789	1628	RELIANCE STANDARD LIFE INS	105669_4.24	1	1-0000-5126	442.07	442.07
04/24	04/03/2024	44789	1628	RELIANCE STANDARD LIFE INS	105669_4.24	2	1-1000-5126	942.05	942.05
Total 44789:									1,384.12
44790									
04/24	04/03/2024	44790	1643	ROBERTO LUNA	352024	1	1-1000-5265	21.44	21.44
Total 44790:									21.44
44791									
04/24	04/03/2024	44791	1721	SOUTHERN CALIFORNIA EDISO	8012090356	1	1-1000-5420	1,059.48	1,059.48
04/24	04/03/2024	44791	1721	SOUTHERN CALIFORNIA EDISO	8012161327	1	1-1000-5420	141.47	141.47
04/24	04/03/2024	44791	1721	SOUTHERN CALIFORNIA EDISO	8016847329	1	1-1000-5420	340.86	340.86
Total 44791:									1,541.81
44792									
04/24	04/03/2024	44792	1732	STANDARD INSURANCE COMP	615642APR.	1	1-1000-5126	275.60	275.60
04/24	04/03/2024	44792	1732	STANDARD INSURANCE COMP	615642APR.	2	1-0000-5126	84.80	84.80
Total 44792:									360.40
44793									
04/24	04/03/2024	44793	1806	UNDERGROUND SERVICE ALE	23-2424988	1	1-1000-5480	30.34	30.34
04/24	04/03/2024	44793	1806	UNDERGROUND SERVICE ALE	320240191	1	1-1000-5480	78.25	78.25
Total 44793:									108.59
44794									
04/24	04/03/2024	44794	1819	USA BLUE BOOK	INV0030979	1	1-1000-5320	654.90	654.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44794:									654.90
44795									
04/24	04/12/2024	44795	1016	AG ENT. INC.	24544	1	1-1000-5610	421.66	421.66
Total 44795:									421.66
44796									
04/24	04/12/2024	44796	1028	ALL AROUND LANDSCAPE SUP	139253143-0	1	1-1000-5510	6.51	6.51
Total 44796:									6.51
44797									
04/24	04/12/2024	44797	1050	AQUATIC BIOASSAY & CONSUL	CSD0424.03	1	1-1000-5320	1,325.00	1,325.00
Total 44797:									1,325.00
44798									
04/24	04/12/2024	44798	1078	BIG GREEN	645003	1	1-0000-5620	347.00	347.00
Total 44798:									347.00
44799									
04/24	04/12/2024	44799	1104	CA SANITATION RISK MGMT AU	7258	1	1-0000-1200	40,257.00	40,257.00
04/24	04/12/2024	44799	1104	CA SANITATION RISK MGMT AU	7258	2	1-0000-5231	40,257.00	40,257.00
Total 44799:									80,514.00
44800									
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	529902	1	1-0000-5620	17.42	17.42
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	531922	1	1-1000-5680	36.61	36.61
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	532013	1	1-1000-5620	17.41	17.41
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	532031	1	1-1000-5680	4.35	4.35
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	532349	1	1-1000-5680	14.46	14.46
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	532868	1	1-1000-5510	27.76	27.76
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	532896	1	1-1000-5510	10.88	10.88
04/24	04/12/2024	44800	1133	CARPINTERIA VALLEY LUMBER	533090	1	1-1000-5650	3.48	3.48
Total 44800:									132.37
44801									
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-169050-	1	1-0000-5440	229.83	229.83
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-160003-0	1	1-0000-5440	51.21	51.21
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-160086-0	1	1-1000-5440	51.21	51.21
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-168193-0	1	1-1000-5440	64.31	64.31
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-169000-0	1	1-1000-5440	99.99	99.99
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-169005-0	1	1-1000-5440	270.81	270.81
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-169040-0	1	1-1000-5440	75.49	75.49
04/24	04/12/2024	44801	1135	CARPINTERIA VALLEY WATER	16-169049-0	1	1-1000-5440	84.93	84.93
Total 44801:									927.78
44802									
04/24	04/12/2024	44802	1140	CASELLE, INC.	132314	1	1-0000-5851	1,451.00	1,451.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44802:									1,451.00
44803									
04/24	04/12/2024	44803	1165	CIO SOLUTIONS LP	109122-124	1	1-0000-5843	350.00	350.00
04/24	04/15/2024	44803	1165	CIO SOLUTIONS LP	109122-124	1	1-0000-5843	350.00-	350.00- V
04/24	04/12/2024	44803	1165	CIO SOLUTIONS LP	109122-124	2	1-1000-5843	350.00	350.00
04/24	04/15/2024	44803	1165	CIO SOLUTIONS LP	109122-124	2	1-1000-5843	350.00-	350.00- V
Total 44803:									.00
44804									
04/24	04/12/2024	44804	1175	COAST AUTO PARTS	775717	1	1-1000-5640	26.15	26.15
04/24	04/12/2024	44804	1175	COAST AUTO PARTS	776296	1	1-1000-5310	10.88	10.88
Total 44804:									37.03
44805									
04/24	04/12/2024	44805	1204	COX COMMUNICATIONS	13011024641	1	1-1000-5843	117.22	117.22
04/24	04/12/2024	44805	1204	COX COMMUNICATIONS	13011024641	2	1-0000-5843	117.22	117.22
Total 44805:									234.44
44806									
04/24	04/12/2024	44806	1228	DATCO SERVICES CORPORATI	184277	1	1-1000-5132	146.25	146.25
Total 44806:									146.25
44807									
04/24	04/12/2024	44807	1274	ENGEL & GRAY, INC.	43X00084	1	1-1000-5470	13,814.64	13,814.64
Total 44807:									13,814.64
44808									
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	401150A	1	1-1000-5320	820.00	820.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	401721A	1	1-1000-5320	93.00	93.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	402359A	1	1-1000-5320	121.00	121.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	402667A	1	1-1000-5320	93.00	93.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	402848A	1	1-1000-5320	93.00	93.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	403133A	1	1-1000-5320	121.00	121.00
04/24	04/12/2024	44808	1303	FGL ENVIRONMENTAL	403450A	1	1-1000-5320	93.00	93.00
Total 44808:									1,434.00
44809									
04/24	04/12/2024	44809	1395	HURLEY OPTICAL	447099	1	1-0000-5228	375.00	375.00
Total 44809:									375.00
44810									
04/24	04/12/2024	44810	1428	JCI JONES CHEMICALS INC.	937102	1	1-1000-5522	7,294.89	7,294.89
04/24	04/12/2024	44810	1428	JCI JONES CHEMICALS INC.	937296	1	1-1000-5522	10,247.78	10,247.78
Total 44810:									17,542.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
44811									
04/24	04/12/2024	44811	1477	LIGHT GABLER	80706	1	1-0000-5831	480.00	480.00
Total 44811:									480.00
44812									
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521163809	1	1-1000-5241	75.21	75.21
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521177460	1	1-1000-5241	434.69	434.69
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521177461	1	1-1000-5510	12.02	12.02
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521219934	1	1-1000-5241	384.19	384.19
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521219935	1	1-1000-5510	12.02	12.02
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521227993	1	1-1000-5510	342.26	342.26
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521244455	1	1-1000-5510	160.47	160.47
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521258172	1	1-1000-5241	340.56	340.56
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521258173	1	1-1000-5510	12.02	12.02
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521306159	1	1-1000-5241	403.31	403.31
04/24	04/12/2024	44812	1523	MISSION UNIFORM SERVICE	521306160	1	1-1000-5510	12.02	12.02
Total 44812:									2,188.77
44813									
04/24	04/12/2024	44813	1879	MKN	1039998713	1	1-0000-1820	14,498.54	14,498.54
Total 44813:									14,498.54
44814									
04/24	04/12/2024	44814	1581	PAYCHEX OF NEW YORK LLC	2024032800	1	1-0000-5851	58.00	58.00
Total 44814:									58.00
44815									
04/24	04/12/2024	44815	1633	RINCON CONSULTANTS, INC.	55771	1	1-1000-5630	1,773.50	1,773.50
Total 44815:									1,773.50
44816									
04/24	04/12/2024	44816	1715	SOCAL GAS	0485143000	1	1-1000-5410	72.02	72.02
Total 44816:									72.02
44817									
04/24	04/12/2024	44817	1721	SOUTHERN CALIFORNIA EDISO	8012118916_	1	1-1000-5420	1,543.80	1,543.80
04/24	04/12/2024	44817	1721	SOUTHERN CALIFORNIA EDISO	8012123110_	1	1-1000-5420	17,340.00	17,340.00
04/24	04/12/2024	44817	1721	SOUTHERN CALIFORNIA EDISO	8014825968	1	1-0000-5420	50.05	50.05
Total 44817:									18,933.85
44818									
04/24	04/12/2024	44818	1778	THE WHARF	205827	1	1-1000-5527	174.51	174.51
Total 44818:									174.51
44819									
04/24	04/12/2024	44819	1781	TIERRA CONTRACTING, INC.	10509	1	1-1000-5690	15,069.31	15,069.31

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44819:									15,069.31
44820									
04/24	04/12/2024	44820	1873	XYLEM WATER SOLUTION USA	3556D18510	1	1-1000-5680	25,228.25	25,228.25
Total 44820:									25,228.25
44821									
04/24	04/23/2024	44821	1005	ACME ANALYTICAL SOLUTIONS	25054	1	1-1000-5310	123.40	123.40
Total 44821:									123.40
44822									
04/24	04/23/2024	44822	1009	ADT SECURITY SERVICES	403982720	1	1-0000-5490	180.99	180.99
Total 44822:									180.99
44823									
04/24	04/23/2024	44823	1098	BURKE, WILLIAMS & SORENSEN	319474	1	1-0000-5831	409.70	409.70
Total 44823:									409.70
44824									
04/24	04/23/2024	44824	1120	CANNON CORPORATION	87957	1	1-1000-5844	4,588.75	4,588.75
Total 44824:									4,588.75
44825									
04/24	04/23/2024	44825	1165	CIO SOLUTIONS LP	109930-124	1	1-0000-1820	24,689.31	24,689.31
04/24	04/23/2024	44825	1165	CIO SOLUTIONS LP	110267-124	1	1-0000-5843	1,454.98	1,454.98
04/24	04/23/2024	44825	1165	CIO SOLUTIONS LP	110267-124	2	1-1000-5843	1,454.98	1,454.98
Total 44825:									27,599.27
44826									
04/24	04/23/2024	44826	1258	DXP ENTERPRISES INC	54361812	1	1-1000-5650	495.67	495.67
Total 44826:									495.67
44827									
04/24	04/23/2024	44827	1261	E.J. HARRISON & SONS, INC.	64	1	1-1000-5450	482.11	482.11
Total 44827:									482.11
44828									
04/24	04/23/2024	44828	1295	F.H. PUMPS INC.	92819	1	1-1000-5650	2,751.16	2,751.16
Total 44828:									2,751.16
44829									
04/24	04/23/2024	44829	1303	FGL ENVIRONMENTAL	403961A	1	1-1000-5320	93.00	93.00
04/24	04/23/2024	44829	1303	FGL ENVIRONMENTAL	404394A	1	1-1000-5320	93.00	93.00
04/24	04/23/2024	44829	1303	FGL ENVIRONMENTAL	404719A	1	1-1000-5320	93.00	93.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44829:									279.00
44830									
04/24	04/23/2024	44830	1305	FISHER SCIENTIFIC	1087771	1	1-1000-5310	987.75	987.75
Total 44830:									987.75
44831									
04/24	04/23/2024	44831	1355	GRAINGER	9083177122	1	1-1000-5525	215.96	215.96
Total 44831:									215.96
44832									
04/24	04/23/2024	44832	1367	HACH COMPANY	13992750	1	1-1000-5650	1,976.17	1,976.17
Total 44832:									1,976.17
44833									
04/24	04/23/2024	44833	1402	IMPULSE ADVANCED COMMUNI	118508	1	1-0000-5430	225.79	225.79
04/24	04/23/2024	44833	1402	IMPULSE ADVANCED COMMUNI	118508	2	1-1000-5430	225.78	225.78
Total 44833:									451.57
44834									
04/24	04/23/2024	44834	1442	JOHN W. MARSH, DDS	S. DAMRON	1	1-0000-5228	126.00	126.00
Total 44834:									126.00
44835									
04/24	04/23/2024	44835	1459	KIMIA ATTAR, DDS	L.GRAF DEN	1	1-0000-5228	130.00	130.00
Total 44835:									130.00
44836									
04/24	04/23/2024	44836	1507	MC CORMIX CORP.	17014	1	1-1000-5260	680.60	680.60
Total 44836:									680.60
44837									
04/24	04/23/2024	44837	1581	PAYCHEX OF NEW YORK LLC	5054146	1	1-0000-5851	132.00	132.00
Total 44837:									132.00
44838									
04/24	04/23/2024	44838	1613	QUINN COMPANY	WON100221	1	1-1000-5610	820.00	820.00
Total 44838:									820.00
44839									
04/24	04/23/2024	44839	1653	ROSEBRO GARAGE	22599	1	1-1000-5640	115.64	115.64
Total 44839:									115.64
44840									
04/24	04/23/2024	44840	1674	SANTA BARBARA COUNTY EHS	FA0016221H	1	1-1000-5290	405.90	405.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44840:									405.90
44841									
04/24	04/23/2024	44841	1721	SOUTHERN CALIFORNIA EDISO	8011960059_	1	1-1000-5420	58.24	58.24
04/24	04/23/2024	44841	1721	SOUTHERN CALIFORNIA EDISO	8011960715_	1	1-1000-5420	351.68	351.68
04/24	04/23/2024	44841	1721	SOUTHERN CALIFORNIA EDISO	8016847329	1	1-1000-5420	666.27	666.27
Total 44841:									1,076.19
44842									
04/24	04/23/2024	44842	1732	STANDARD INSURANCE COMP	615642MAY	1	1-0000-5126	84.80	84.80
04/24	04/23/2024	44842	1732	STANDARD INSURANCE COMP	615642MAY	2	1-1000-5126	275.60	275.60
Total 44842:									360.40
44843									
04/24	04/23/2024	44843	1798	TWO TRUMPETS COMMUNICAT	1370	1	1-0000-5847	1,650.00	1,650.00
Total 44843:									1,650.00
44844									
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	1	1-1000-5650	443.00	443.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	2	1-1000-5242	98.00	98.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	3	1-1000-5510	251.82	251.82
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	4	1-1000-5510	29.48	29.48
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	5	1-1000-5510	48.85	48.85
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	6	1-1000-5215	33.52	33.52
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	7	1-1000-5510	34.07	34.07
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	8	1-1000-5242	361.00	361.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	9	1-1000-5242	254.99	254.99
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	10	1-1000-5242	324.00	324.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	11	1-1000-5210	20.67	20.67
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	12	1-1000-5210	66.30	66.30
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	13	1-1000-5526	32.37	32.37
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	14	1-0000-5244	7.00	7.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	15	1-0000-5215	15.99	15.99
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	16	1-0000-5210	205.15	205.15
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	17	1-0000-5210	69.24	69.24
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	18	1-1000-5215	177.21	177.21
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	19	1-1000-5310	22.92	22.92
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	20	1-1000-5640	850.48	850.48
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	21	1-1000-5242	221.00	221.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	22	1-1000-5242	221.00	221.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	23	1-1000-5843	14.04	14.04
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	24	1-1000-5843	39.13	39.13
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	25	1-1000-5843	18.52	18.52
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	26	1-1000-5242	175.00	175.00
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	27	1-1000-5640	76.25	76.25
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	28	1-1000-5680	1,314.91	1,314.91
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	29	1-1000-5680	128.62	128.62
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	30	1-1000-5844	141.65	141.65
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	31	1-1000-5844	89.45	89.45
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	32	1-1000-5844	87.19	87.19
04/24	04/23/2024	44844	1799	U.S. BANK CORPORATE PAYME	4246040014	33	1-0000-5215	238.15	238.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 44844:									6,110.97
44845									
04/24	04/23/2024	44845	1819	USA BLUE BOOK	INV0032600	1	1-1000-5320	476.00	476.00
Total 44845:									476.00
44846									
04/24	04/23/2024	44846	1833	VERIZON	9960954123	1	1-0000-5430	60.46	60.46
04/24	04/23/2024	44846	1833	VERIZON	9960954123	2	1-1000-5430	287.42	287.42
Total 44846:									347.88
Grand Totals:									255,248.31

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1-0000-1200	40,257.00	.00	40,257.00
1-0000-1820	39,187.85	.00	39,187.85
100002000	700.00	255,948.31-	255,248.31-
1-0000-5126	611.67	.00	611.67
1-0000-5210	274.39	.00	274.39
1-0000-5215	254.14	.00	254.14
1-0000-5228	631.00	.00	631.00
1-0000-5231	40,257.00	.00	40,257.00
1-0000-5244	7.00	.00	7.00
1-0000-5420	50.05	.00	50.05
1-0000-5430	286.25	.00	286.25
1-0000-5440	281.04	.00	281.04
1-0000-5490	180.99	.00	180.99
1-0000-5620	364.42	.00	364.42
1-0000-5831	889.70	.00	889.70
1-0000-5843	1,922.20	350.00-	1,572.20
1-0000-5847	1,650.00	.00	1,650.00
1-0000-5851	1,641.00	.00	1,641.00
1-1000-5126	1,493.25	.00	1,493.25
1-1000-5132	146.25	.00	146.25
1-1000-5210	86.97	.00	86.97
1-1000-5215	210.73	.00	210.73
1-1000-5241	1,637.96	.00	1,637.96
1-1000-5242	1,654.99	.00	1,654.99
1-1000-5260	1,612.05	.00	1,612.05
1-1000-5265	37.52	.00	37.52
1-1000-5290	405.90	.00	405.90
1-1000-5310	1,144.95	.00	1,144.95
1-1000-5320	4,168.90	.00	4,168.90
1-1000-5410	72.02	.00	72.02
1-1000-5420	21,501.80	.00	21,501.80
1-1000-5430	576.28	.00	576.28
1-1000-5440	646.74	.00	646.74
1-1000-5450	482.11	.00	482.11

GL Account	Debit	Credit	Proof
1-1000-5470	13,814.64	.00	13,814.64
1-1000-5480	108.59	.00	108.59
1-1000-5510	967.44	.00	967.44
1-1000-5522	17,542.67	.00	17,542.67
1-1000-5525	215.96	.00	215.96
1-1000-5526	32.37	.00	32.37
1-1000-5527	174.51	.00	174.51
1-1000-5610	1,241.66	.00	1,241.66
1-1000-5620	17.41	.00	17.41
1-1000-5630	1,773.50	.00	1,773.50
1-1000-5640	1,068.52	.00	1,068.52
1-1000-5650	5,669.48	.00	5,669.48
1-1000-5680	26,727.20	.00	26,727.20
1-1000-5690	15,069.31	.00	15,069.31
1-1000-5843	1,993.89	350.00-	1,643.89
1-1000-5844	4,907.04	.00	4,907.04
Grand Totals:	<u>256,648.31</u>	<u>256,648.31-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: 2024 Strategic Planning Workshop – Summary Report
DATE: June 5, 2024

REQUESTED ACTION: Review the Summary Report from the 2024 Strategic Planning Workshop and provide comments on the process.

BACKGROUND: On May 14, 2024 the Carpinteria Sanitary District Board of Directors and District staff participated in a strategic planning workshop in the District Board Room. The meeting was facilitated by the General Manager, but was generally an informal opportunity for the Board to discuss important planning issues in a round table setting.

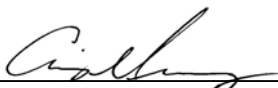
The attached Summary Report provides an overview of each of the topics discussed and considered by the Board. It also presents the basic action items that came out of the meeting for future implementation. At this point, the Summary Report is in draft form and additional input or suggested edits from Board members are welcome prior to finalizing the document.

RECOMMENDATION: Review the Summary Report and provide comments or input to staff.

SUGGESTED MOTION: None.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By: 
Craig Murray, P.E. - General Manager

Attachments: 2024 Strategic Planning Workshop – Summary Report (Draft)

CARPINTERIA SANITARY DISTRICT
BOARD OF DIRECTORS

2024 Workshop

SUMMARY REPORT



Workshop Date: May 14, 2024

Board of Directors

Michael Damron

Lin Graf

Mike Modugno

Debbie Murphy

Gerald Velasco

District Staff

Craig Murray – General Manager

Kim Garcia – District Administrator

Workshop Overview

On May 14, 2024, the Carpinteria Sanitary District Board of Directors and District staff participated in a strategic planning workshop in the District Board Room. The meeting was facilitated by the General Manager, but was generally an informal opportunity for the Board to discuss important planning issues in a round table setting.

The last formal planning workshop that the Board held was in July 2019. This was preceded by a strategic planning workshop in 2015.

1.0 Organizational and Succession Planning

The Board reviewed the current organization chart and was provided a general summary of staff who are currently eligible for retirement, their positions, and probable timing for succession planning purposes. A number of key positions, including the Operations Manager position, were reviewed in greater detail. Strategies for filling this spot, and a plan to establish a firm timeline for the transition, were discussed in some detail.

A presentation on the CAPP operating and staffing model was provided. This included likely scenarios for staffing of the Operations Department, anticipated to include dedicated AWTO operators and staff positions that would be shared between WWTP and AWTO operations. Hours and resources would be accounted for to properly recover CAPP operating costs per interagency agreements.

In the context of recruitment, the importance of being competitive in the local and regional market was discussed. The Board recognized the challenges associated with the astronomical cost of housing in this area. A number of suggestions emerged that were targeted at developing interested candidates to enter the water/wastewater field. Filling higher level, certificated positions has been and will continue to be very difficult. District management continually reviews compensation surveys and recently adjusted the salary matrix for Operator 3 and 4 to enhance recruitment effort.

The Board reviewed a number of recommendations from Operations staff members that emerged from a management inquiry as to why we may not be attracting interest from qualified staff. This list of requested benefit modifications, ranked in order of importance to current staff, was reviewed by the Board. A handful of potential changes that would enhance retention and recruitment were discussed.

Board Guidance

1. Take active steps to fill internal vacancies with strategic hires in anticipation of succession needs, recognizing interim cost impacts will have long term benefits.

2. Pursue programs to cultivate local interest in the clean water field. These may include internship programs, focused programs at CUSD, regional efforts to reestablish community college water science curriculum and others.
3. Proceed with reasonable modifications to employee benefits (on-call pay, vacation accrual after 20 years tenure, certification incentives and employee recognition). Bring updates back for consideration and formal approval.

2.0 Capital Project Development and Review

A basic aerial view site map of the WWTP was reviewed with graphic representation of the proposed CAPP facilities. Accessibility, traffic flow, site setbacks and other issues were discussed. It was noted that the main AWPf process building is substantially larger than originally anticipated.

Focus was put on the previously authorized Storage Building Replacement Project that was first introduced as a CIP project in FY 2013/14 and has been in limbo since the inception of the CAPP feasibility study on the premise that it could and should be coordinated with major site improvements for the AWPf. However, this concept has not developed as the most viable approach for several reasons and staff is now proposing to proceed with independent development of a replacement structure. Options that are being evaluated include incorporating staff office space, restrooms and supporting spaces into a larger storage building big enough to park the Vector overnight.

A comprehensive overview of the current long range Capital Improvement Plan was provided and the Board provided input on certain projects and sequencing. Hyperinflation over the past two years is continuing, making budgeting for CIP projects especially challenging. Regulatory changes may be the main driver for large capital projects that are not currently programmed into the long range CIP.

Board Guidance

1. Move forward with a formal planning/pre-design effort for the Storage Building project in the near term. Engage professional support for this and utilize previously authorized CIP budget with intent to get to a conceptual design and project budget as soon as practicable.
2. Continue to monitor regulatory changes and permit conditions that may impact capital program for the District.
3. Pursue Congressionally Directed Grant Funding opportunities through Rep. Carbajal's office and other grant opportunities for certain projects (e.g. Carpinteria Avenue Bridge Siphon).

3.0 Climate Change Vulnerability and Adaptation

This was primarily an informational item for the Board on the topic of sea level rise and climate change related impacts. Staff summarized recent modeling and planning efforts which established projections of sea level rise. The City's 2019 climate change vulnerability study and adaptation plan considered District infrastructure and depicted levels of inundation on various

time horizons for pipelines, manholes, pump stations and the WWTP. The District did a focused study on the WWTP as part of the floodwall repair permitting effort. This work considered the combined effects of sea level rise, wave runoff and 100-year storm events. Staff presented the online Cosmos modeling tools and highlighted areas of the collection system likely to experience impacts first.

We do anticipate requirements for additional study and adaptation planning as part of our upcoming NPDES permit renewal and coastal development permitting for the CAPP project. There may be other drivers in the future. Staff highlighted a number of adaptation projects that are likely at some point in the future that could/should be considered when appropriate.

Board Guidance

1. Continue to monitor the trends and requirements related to climate change, but defer any major study or planning efforts until they are formally set forth in future permits or otherwise required of us. The intent is to avoid doing expensive climate change related work when the scope and approach may change at the regulatory level.

4.0 Pension UAL Management

Staff reviewed the District's CalPERS pension program, the census of participants and the status of our unfunded actuarial liability (UAL). The Board has been considering this topic in recent months and had directed staff to bring this topic to the workshop setting for a deeper discussion. The presentation slides from Ridgeline Consultants were included in the workshop materials, as was the draft Pension Management Policy. These items had recently been reviewed by the Board and/or the Finance Committee.

A core question for the Board relates to the status and future of the Section 115 Pension Trust. Based on performance reporting, the investment portfolio has been lagging behind other market indices. A team from Keenen, Benefit Trust and Morgan Stanley will be attending the May 20, 2024 Finance Committee meeting to provide an update and answer questions. There was good discussion at the workshop relative to the time horizon and intended use of the trust side fund, and whether there was value in retaining it.

The Board discussed the basic framework of the draft Pension Management Policy, which may proceed regardless of the fate of the 115 trust. It would establish target UAL levels, as well as action items, triggers and strategies to manage UAL.

Board Guidance

1. Engage the Trust managers at the 5/20 Finance Committee meeting on questions regarding performance, investment strategy and other key issues.
2. Report back to the full Board at a subsequent meeting and ultimately make a decision going forward on the fate of the 115 Trust and general UAL management.
3. Finalize a Pension Liability Management Policy for Board consideration.

5.0 CSD Mission and Vision Statements

The Board reviewed the District's current Mission Statement and Vision Statement. Staff provided an update on changing vernacular within the industry. Namely, "wastewater treatment plants" are widely being coined as "water resource recovery facilities" and sanitary / sanitation districts are undergoing name and identity changes to reflect a resource recovery mission.

Board Guidance

1. Maintain our current mission and vision statements as they accurately reflect our purpose and principles today. But revisit them if and when the CAPP project moves forward and becomes a reality.

6.0 Wrap Up

A brief wrap-up concluded the workshop. The workshop participants provided their preliminary feedback on the meeting. Everyone felt that it was productive and a positive experience. It provided an opportunity to discuss important planning matters in greater detail and in an open forum setting.

The schedule allowed for brief update and discussion on the District's outreach efforts and social media engagement. A short roundtable discussion also covered impending County sponsored high density housing on the periphery of our service area. Cyber security and physical security were raised as topics staff would be focusing on and updating the Board as appropriate.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Kim Garcia – District Administrator
Craig Murray, P.E. – General Manager

SUBJECT: **Update to District Personnel Rules and Regulations;
Chapter 3 of District Code**

DATE: June 5, 2024

REQUESTED ACTION: Board to review, discuss and approve revisions made to Chapter 3 of the District Code, Personnel Rules and Regulations.

BACKGROUND: The Board of Directors last approved revisions to Chapter 3, Personnel Rules and Regulations in February 2023. Each year, the District reviews this document for adequacy and incorporates necessary revisions or updates. We also ask our labor attorney to review Chapter 3 and conform it to new or revised State law. Over the past several months, District staff, the Board Personnel Committee, and legal counsel have carefully reviewed the Chapter 3, Personnel Rules and Regulations in its entirety and policy revisions are being submitted to the Board for approval. A number of modifications result from legislative or regulatory changes in 2023, including specific considerations for recreational marijuana use outside of the workplace.

The Board Personnel Committee has also reviewed proposed modifications to vacation accrual benefits and standby pay compensation that are reflected in the updated Personnel Rules and Regulations. These changes have some certain cost implications that will be incorporated in the operating budget for FY 2024/25 if adopted. It is recommended that these particular changes be approved with an effective date of July 1, 2024.

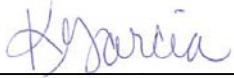
All of the proposed changes are shown in redline/strikeout form on the attached version of Chapter 3. The final form would accept the proposed changes.


RECOMMENDATION: Staff recommends that the Board approve the updated version of Chapter 3 of the District Code, Personnel Rules and Regulations as submitted by District staff and the Board Personnel Committee and reviewed by legal counsel, with the benefit modifications becoming effective on July 1, 2024.

SUGGESTED MOTION: I move that the Board approve the updated version of Chapter 3 of the District Code, Personnel Rules and Regulations as presented (modified), with the benefit modifications becoming effective on July 1, 2024.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By: 
Kim Garcia, District Administrator

Reviewed By: 
Craig Murray, P.E. – General Manager

Attachments: Revised Chapter 3, Personnel Rules and Regulations

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CARPINTERIA SANITARY DISTRICT
CHAPTER 3 - PERSONNEL RULES AND REGULATIONS

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ARTICLE I - GENERAL

3.1.100 AUTHORITY

The following rules, policies, and procedures were originally promulgated under the authority of Resolution Number R-73. Periodic updates and revisions are made pursuant to Section 3.1.500. These rules, policies, and procedures are entitled the Personnel Rules and Regulations of the Carpinteria Sanitary District (hereinafter "Regulations"). Policies set forth in these Regulations are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the District and any of its employees. The provisions of the Regulations have been developed at the discretion of management and may be amended or canceled at any time, at the District's sole discretion.

The Personnel Regulations herein are produced to be used as a framework within which District employees, management, and the Board of Directors can operate effectively.

If any provision of these Regulations, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these Regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Any provision, or portion of any provision of these Regulations, is held to be in conflict with a mandatory provision of applicable law, the conflicting provision, or portion thereof of these Regulations, is deemed to be modified automatically to comply with the applicable law.

These regulations supersede and replace all previously issued rules, regulations and any inconsistent policy statements, memoranda, or practices. The General Manager or District Administrator are always available to answer questions regarding these regulations.

None of these policies are intended to interfere with employees' rights as protected by Section 7 of the National Labor Relations Act or other federal or state law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination.

3.1.200 PURPOSE

The purpose of these Regulations is to establish a system of personnel administration based upon the following goals:

- a) To recruit, select and advance employees on the basis of their relative ability, knowledge and skills;
- b) To provide reasonable compensation and benefits;
- c) To train employees as needed to achieve high quality performance;
- d) To retain employees on the basis of performance and attitude, as well as relations with staff, customers, needs and resources;
- e) To correct inadequate performance, attitude, and relations with staff and customers;
- f) To establish rules, policies, and procedures that all must follow so that employees

know what is expected of them and the possible results if they fail to meet the District's expectations;

- g) To discipline employees exhibiting inadequate performance, attitude, or relations with staff or customers;
- h) To provide impartial treatment of applicants and employees in all aspects of personnel administration without discrimination with regard to race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). We also prohibit discrimination based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.
- i) To reward employees that demonstrate outstanding achievement, excellence, attitude, and relations with staff and the public.

3.1.300 DISTRICT ORGANIZATION

The General Manager shall maintain an Organizational Chart for the District, which identifies functions and positions in the District, and how they relate to one another. The Organizational Chart may be updated periodically to meet the changing needs of the District.

3.1.400 EQUAL OPPORTUNITY EMPLOYER

The District is an equal opportunity employer and makes employment decisions based on merit and operational needs. It is our goal to have the best available person in every job. The District recruits, hires, trains, promotes, discharges, provides benefits, and undertakes other personnel actions without discrimination with regard to race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). We also prohibit discrimination based on the perception that anyone has any of those Protected

Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics.

For purposes of national origin discrimination, improper and unlawful conduct includes, but is not limited to, an employee's, volunteer's, intern's, or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

The District will make reasonable accommodations for the known physical or mental disabilities or religious beliefs or practices of an otherwise qualified applicant, volunteer, intern, or employee, unless the proposed accommodation would create an undue hardship for the District. Employees or applicants requiring an accommodation in order to perform the essential functions of their jobs or to apply for positions should immediately apprise the General Manager or the District Administrator of this need and describe the requested accommodation. The District will consider any such request for accommodation, as well as other possible alternative accommodations that might allow affected individuals to perform their jobs. The District reserves the right to determine what, if any, reasonable accommodation it will implement following a request for accommodation.

Employees with questions or concerns about discrimination in the workplace should bring those issues to the attention of the General Manager or the District Administrator. Employees can raise concerns, report problems, or make complaints without fear of reprisal. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Anyone engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination.

3.1.500 PERSONNEL MANUAL ADMINISTRATION AND UPDATES

The District's personnel rules and regulations cannot anticipate every situation or answer every question regarding employment with the District. Circumstances may require that policies, practices and benefits described in this handbook change from time to time. Accordingly, the District reserves the right to change, modify, supplement or rescind portions of these regulations at any time in the District's sole discretion.

Updates and clarifications will be implemented by the General Manager through memoranda and policy updates. All updates will be logged and documented by the District Administrator. Major policy changes and/or significant modifications to personnel rules, regulations or benefits will be made by the District's Board of Directors with input from the Board Personnel Committee.

ARTICLE II – EMPLOYMENT PRACTICES

3.2.100 POSITIONS AND JOB DESCRIPTIONS

With the assistance of the General Manager, the Board shall create and authorize all positions of the District. With the exception of the General Manager position, the Board shall grant authority to the General Manager to fill each position as and when needed. The General Manager shall inform the Board when a position is needed or must be filled and of each appointment made. The General Manager shall prepare or have prepared for Board approval job descriptions for each position and proposed position in the District. These job descriptions shall include examples of the duties of the position and qualifications required for appointment. All job descriptions shall be reviewed by the General Manager and the Board or designated Board committee periodically and updated if necessary.

The General Manager shall maintain a reference list of all authorized employee positions. New positions shall be authorized by the Board. The General Manager shall not be required to fill all authorized employee positions unless a need has been identified and the Board has authorized funding.

3.2.110 Oath of Office

Pursuant to Government Code Section 1360, unless otherwise provided, following any appointment all District employees shall take and subscribe to the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California.

3.2.120 Disaster Service Worker

All District employees are, by state and federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined by the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignment may require service at location, times and under conditions that are significantly different from the normal work assignments and may continue into the recovery phase of the emergency. If an emergency is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If an emergency is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions.

3.2.200 RECRUITMENT AND SELECTION

The methods used in the selection of District employees shall be impartial and relevant so as to fairly measure the relative capacity of job applicants to execute the duties and responsibilities of the position to which they seek appointment. All vacancies shall be filled by transfer, promotion, demotion, rehire, reinstatement, or from an open recruitment process as determined in the sole discretion of the General Manager. An interim or temporary appointment may be made in the sole discretion of the General Manager until a regular appointment is made.

3.2.210 Internal Recruitment

The District provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all full-time job openings will be posted on the employee bulletin board. Each job posting notice will include the dates of the posting period, job title, department, salary level, job summary, essential duties, and qualifications (required skills and abilities). Employees who have a written warning on file from the 12 months preceding the posting, or who are on probation or suspension may not be eligible for hire or promotion in certain positions, depending upon circumstances and business needs. Eligible employees will only be considered for those posted jobs for which they possess the required skills, competencies, and qualifications. For positions that require State certification or technical certification through a professional organization, employees may apply for the position if they possess all of the other qualifications and have the ability to attain the certification within (12) twelve months of being appointed to the position. To apply for an open position, employees should submit an application to the District Administrator listing job-related skills and accomplishments. To be considered for open positions, an employee: 1) must have a satisfactory or better performance in the employee's current position; 2) must possess the minimum qualifications required for the position to which a transfer is sought; and 3) the employee's current supervisor must grant approval of the transfer request.

3.2.220 External Recruitment

If the General Manager determines in his sole discretion that the current workforce does not possess the required qualifications of the position or that better qualified candidates might be secured from outside the District, the examination process shall be considered open to seek candidates from outside the current workforce. Current District employees are not guaranteed first access to or first refusal of any open position.

3.2.230 Application and Review

The District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Application forms shall require information covering training, experience, and other pertinent information. Any misrepresentations, falsifications, or omissions in any of this information or data will result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The hiring supervisor, or designee, shall review all of the application packages and identify those applicants that are the most qualified. Candidates may be interviewed. Generally, the General Manager will select a panel to conduct interviews, but may implement any lawful interview or hiring process in his sole discretion.

3.2.240 Hiring of Relatives

Due to the agency's small size, employees' immediate family members will not be eligible for employment where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. Immediate family includes an

employee's mother, father, stepmother, stepfather, spouse, son, stepson, daughter, stepdaughter, grandchild by birth, foster or guardian relationship, grandparent, sibling, registered domestic partner or similar relatives of the registered domestic partner. For the purpose of this section, immediate family shall also include the foregoing relationships commonly referred to as "in-law" or with relationships similar to that of in-laws, or other relationships between unrelated persons which are similar to that of family members.

Immediate family members of employees may be considered for temporary positions if there is not a direct line of supervision between the family members and the General Manager approves the hire.

In the event that existing employees become family members under the definition above, and any problem arises related to supervision, safety, security, morale or potential conflicts of interests, one or both employees may be transferred or separated from employment, depending upon the circumstances involved and in the sole discretion of the General Manager.

3.2.250 Appointment

After completion of all procedures specified above, and based upon all applications accepted, the interview appraisals, references checked, and all other relevant information, the General Manager shall make an employment offer to an appropriate candidate. Such offer shall be conditioned upon satisfactory completion of required employment forms, clearance from a background check, proof of eligibility for employment in the United States and any required drug or alcohol testing, fitness for duty testing, functional capacity testing, or medical examination. The background check may include an investigation of criminal records, DMV records and other applicable information. Applicants will be asked to sign a form authorizing the background check prior to the District's requesting background information. The person appointed shall report to the District Administrator, or designated representative, for processing all applicable forms. The medical examination, if any, shall be conducted only after all other testing, background and reference checks have been satisfactorily completed and a conditional offer of employment has been made.

3.2.260 Temporary Appointment

In the absence of an individual who has accepted an offer of full-time employment, a temporary appointment may be made by the General Manager. A temporary employee may be removed from the temporary position at any time within the complete discretion of the General Manager, without access to the grievance procedures contained herein. An interim employee may be employed by the General Manager and shall be classified as a temporary employee.

3.2.270 Introductory Period

All appointments, whether original or by promotion, transfer, demotion, rehire, reinstatement, or otherwise shall be subject to an introductory period of six (6) months actual service. The introductory period is intended to give employees new to the position the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the District may end the

employment relationship at will at any time during the introductory period, with or without cause or advance notice and without access to the grievance procedures contained herein. Employees who are promoted or transferred within the District must complete an additional introductory period of the same length with each assignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee performance, the introductory period may be extended for a specified period. Upon completion of the introductory period, employees will receive a written performance evaluation, and if the evaluation is satisfactory, the employee will enter the regular employment classification upon written notice from the General Manager. An employee will not enter another level of employment classification in the absence of written notice.

3.2.300 POSITION CLASSIFICATIONS

3.2.310 Exempt Employees

Exempt employees are employees who are exempt from the overtime provisions of the Federal Fair Labor Standards Act and applicable state and local laws. Such employees include management staff who qualify as exempt administrative, executive or professional employees. Exempt employees receive a salary intended to compensate them for all hours worked, and accordingly are not eligible for overtime compensation. Employees will be notified in writing of their exempt status where applicable.

3.2.320 Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and applicable state and local laws. Employees in this category are eligible for overtime compensation for hours worked in excess of forty (40) hours in a workweek or eight (8) hours in a workday. Such employees include, but are not limited to, hourly and clerical staff. All employees are non-exempt unless otherwise notified.

3.2.400 EMPLOYEE CLASSIFICATIONS

3.2.410 Full-Time Employees

Full-time employees are defined as those employees who are regularly scheduled to work and do work for forty (40) or more hours each workweek. Full-time employees are eligible for discretionary benefits offered by the District, as specified by the District's current carriers or as required by law.

3.2.420 Part-Time Employees

Part-time employees are defined as those employees who are regularly scheduled to work and do work for less than forty (40) hours each workweek. Part-time employees are not eligible for discretionary benefits offered by the District, although they will receive certain benefits as specified by the District's current carriers or mandated by law.

3.2.430 Introductory Employees

Introductory employees are defined as those employees who have accepted a job offer of a full-time or part-time position but must serve a six (6) month period for familiarization and job performance evaluation as described in Section 3.2.270. An employee does not automatically convert from an introductory employee to a regular employee without a written approval by the General Manager.

3.2.440 Temporary and Contract Employees

Temporary and contract employees are defined as those employees who are hired to work on a temporary basis either full-time or part-time. Temporary employees may be converted to full-time or part-time employees upon receipt of a written approval by the General Manager on the Personnel Action form, and within the sole discretion of the General Manager. Contract employees may be hired through a temporary agency to perform a specific task for the District, usually within a defined period of time. Temporary and contract employees are not eligible for discretionary benefits offered by the District, unless a specific exception is made in writing by the General Manager for temporary employees, or the contract employee's written contract provides for such benefits, although they will receive certain benefits mandated by law.

3.2.500 ANNIVERSARY AND POSITION DATES

The exempt and non-exempt employee's anniversary date is the date of hire by the District. The position date is the date upon which that employee began work in the current position. The position date may be the same as the anniversary date if the employee is in the same position as when hired. If an employee is promoted, transferred, or demoted to a position higher or lower than his current classification, that date of promotion, transfer or demotion becomes the position date. ~~The~~Subject to applicable law, the position date may also be adjusted to account for all extended leaves of absence greater than four (4) weeks in duration. The position date becomes the date when the employee's annual appraisal is due each year.

3.2.600 MEDICAL EXAMINATIONS AND RECORDS

After an offer has been made to an applicant entering a designated job category, a medical examination including pre-employment work capacity testing may be required as a condition of employment or re-employment with the District. Such policy shall apply to all new and current employees and as a condition to return to modified work duty or regular duty after a disabling injury or illness.

Medical examinations may be required by the General Manager in the following conditions:

- a) As a condition to be eligible for promotion or transfer to a job classification requiring different physical demands and potential hazards than the employee current position.
- b) New or current employees may be required to take medical examinations to determine fitness for duty, where necessary due to the requirements of the position. Such examinations will be scheduled at reasonable times and intervals.

If the results of the examination would disqualify the individual for employment, the individual will be given an opportunity to submit independent medical opinions for consideration before a final decision on disqualification is made.

All medical examinations and pre-employment work capacity testing will be performed by a licensed health professional that is pre-designated by the District. The District will pay the cost of any medical examination and the pre-employment work capacity testing as required by the District.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know. Supervisors and managers may be informed of any restrictions on a disabled individual's work or essential duties and of any reasonable accommodations that must be made, but will not otherwise be granted open access to an employee's medical records.

3.2.700 PERFORMANCE EVALUATIONS

Each employee of the District shall have a written performance evaluation, completed by their supervisor, approximately every 12 months, subject to business needs. The evaluation will generally coincide with the position date, which is the anniversary of the employee's date of hire into that position. Within this evaluation the supervisor and the employee have the opportunity to discuss the job responsibilities, standards, and performance requirements of their position. Salary step adjustments may be awarded by the District in an effort to recognize truly superior employee performance, market conditions, or other factors in the sole discretion of the General Manager. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process. Compensation may be increased or decreased at any time in the sole discretion of the General Manager, and increases are not guaranteed to any employee at any time.

The written evaluation should generally be completed by supervisory staff and reviewed by the General Manager within 60 calendar days after the employee's position date, subject to business needs. The employee will be given an opportunity to respond to the written evaluation. Merit or step increases that result from the evaluation process will generally be retroactive to an employee's position date. However, the General Manager retains sole discretion as to the timing for salary adjustments and may elect to deviate from this practice under certain circumstances. Inability to complete a performance evaluation within the schedule outlined above in no way invalidates the review process.

3.2.800 POSITION CHANGES

3.2.810 Transfer

Upon approval by the General Manager, an employee may be transferred by the employee's supervisor at any time from one position to another comparable position. For transfer purposes, a comparable position is one with the same salary range and benefits, involves the performance of similar duties, and requires substantially the same basic qualifications.

3.2.820 Demotion

Subject to these Personnel Regulations, the General Manager, after consulting with the employee's supervisor when appropriate, may demote an employee for disciplinary purposes in accordance with Section 3.5.200(e). Upon the request of

an employee, and with the consent of the General Manager, a voluntary demotion may be made. The demotion may include appropriate reductions in salary based upon the salary range set for the new position.

3.2.830 Rehire/Reinstatement

The General Manager, after consulting with the supervisor of the position when appropriate, may rehire a former employee who, in the sole discretion of the General Manager, separated in good standing with the District. Upon rehire, the employee must complete the introductory period required for the position. No credit for former employment shall be granted in computing salary, vacation, or other benefits other than if an employee is reinstated, except as provided by law. The term “reinstatement” shall apply to employees that return to the District after a layoff, an approved leave of absence, or are reinstated to a former position after a voluntary or involuntary demotion, or suspension.

3.2.900 TERMINATION OF EMPLOYMENT

3.2.910 Layoff

An employee may be laid off, in the judgment of the General Manager, for circumstances such as a restructuring of the organization, because the position is no longer needed, or there is a shortage of work, or there is a shortage of funds, or any other applicable reason. The General Manager shall determine the basis for and order and timing of all layoffs.

3.2.920 Discharge

Subject to Article 5, Sections 3.5.100 and 3.5.200 (Conduct and Discipline), any employee of any status may be discharged with cause at any time by the General Manager. If the employee works in the Operations Department, the General Manager will consult with the Operations Manager as well as the appropriate direct supervisor. The District does not typically provide severance pay to employees who have separated from employment with the District, either voluntarily or involuntarily.

3.2.930 Resignation

Although advance notice is not required, the District requests at least two weeks written resignation notice from all employees that wish to separate in good standing to ensure a smooth transition of duties.

3.2.940 Retirement

A minimum of 60 days advance notice is requested when an employee decides to formally retire from District service.

3.2.950 Return of District Property

All District property provided to employees or otherwise obtained by employees in the course of their employment with the District, including vehicles, equipment, keys, uniforms, credit cards, ID cards, and the like, must be returned to the District immediately upon separation from employment. Employees who do not return such property will be required to reimburse the District for the costs of replacement.

3.2.960 Continuation of Group Health Benefits – C.O.B.R.A.

In accordance with Federal and California State law, employees and their families, at their expense, may be eligible for continued health coverage under COBRA in certain instances where coverage under the plan would otherwise terminate. For more information about this benefit, contact the District Administrator. All terminated employees will be notified of this benefit and will receive appropriate paperwork at the time of separation.

3.2.000 PERSONNEL RECORDS

Personnel files shall be maintained in accordance with State and Federal guidelines.

The District Administrator or designee will maintain a file on each employee which will contain all records and documents (such as employment application, resume, records of training, documentation of performance evaluations, salary increases, disciplinary actions, and other employment records) pertinent to the employee's history with the District. Medical-related and background check information is kept in a separate file and is seen by authorized personnel only on a need-to-know basis.

Every appointment, transfer, promotion, demotion, change or denial of salary rate, and other changes in status of employees will be pre-approved by the General Manager via the District Personnel Action form.

Certain documents, including performance evaluations, and formal disciplinary actions, should be addressed to or signed by the employee, acknowledging receipt of a copy prior to being placed in the personnel file. If an employee refuses to sign a form or letter, the supervisor shall sign the supervisor's name as a witness to the fact that the employee has refused to sign and the document shall then be placed in the employee's personnel file.

The confidential information in personnel files will not be revealed to outside sources except as required by law, or with the written consent of the employee. The General Manager or the District Administrator (or designee) may reveal the following information regarding an employee, or ex-employee, in response to outside inquiries:

- a) Employee's name
- b) Position, title, and department
- c) Hire date and/or separation date.

The employee or a designated representative confirmed in writing by the employee, has the right to inspect the employee's personnel file and should submit a request in writing to the District Administrator for inspection during normal business hours and in the presence of the District Administrator or designee during a time that is mutually convenient. An employee or a designated representative confirmed in writing by the employee is entitled to receive copies of any documents in the employee's personnel file within thirty (30) days of making a written request, but may be required to pay the cost of those copies.

It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

ARTICLE III – EMPLOYEE COMPENSATION AND WORK SCHEDULE

3.3.100 COMPENSATION PLAN

The District is responsible for administering a Compensation Plan for all position classifications. The plan shall consist of a salary range and/or hourly wage rate for each separate class of employment. The General Manager shall regularly review the Compensation Plan and, if appropriate, make recommendations for Board review and consideration.

All District positions are assigned to a salary range that has a minimum and maximum rate of pay within a five-step range. If the employee is successfully performing the position responsibilities and has received the supervisor's recommendation and the General Manager's approval, the employee may advance to the next higher-level step until the employee reaches the maximum established pay level for that position. At the discretion of the General Manager, salary adjustments may be more than one step.

All new employees shall be advised at the time of hire as to their starting rate of pay. Employees are normally hired at the starting salary level. New employees may, however, be hired at a pay rate greater than the minimum, in consideration of such factors as advanced or specialized education or training, level of experience, possession of highly developed technical skills, demonstrated achievements, or labor market competitiveness. An applicant that is recommended for hiring above the starting salary rate shall receive advance approval of the General Manager.

When an employee is promoted, demoted, reassigned, or reclassified, the employee will be placed at an appropriate step of the salary range at the discretion of the General Manager, Operations Manager or designee.

The salary schedule shall be periodically reviewed and adjusted, if required, to maintain the District's compensation at a market competitive level and to take into consideration such factors as cost of living increases and labor market differentials. Such adjustments shall normally be reviewed during the annual budget cycle and must be authorized by the District's Board of Directors.

~~Unlawful pay discrimination is strictly prohibited by law and District policy. We will not pay any of our employees wage rates that are less than what we pay employees of the opposite sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.~~

3.3.110 Cost of Living Adjustment (COLA)

It is the intent of the District Board of Directors to provide an employee salary structure that is competitive and in-line with other local and regional wastewater agencies. The objective is to promote the recruitment and retention of high quality staff members.

To this end, and consistent with historical practice, the District's salary matrix will be modified each year, as part of the annual budget development process, to incorporate an annual cost of living adjustment (COLA). The COLA percentage

adjustment shall be based on the Consumer Price Index for Urban Wage Earners and Clerical Workers in the Los Angeles-Long Beach, Anaheim, CA region, as published by U.S. Bureau of Labor Statistics (CPI). The COLA percentage adjustment shall be equal to the CPI percentage change for the preceding calendar year.

The annual COLA shall be effective July 1st of each year.

In the event that the CPI index reflects negative growth for the prior calendar year, the salary matrix will not be adjusted downward. However, the negative index value will be carried forward to the following calendar year or years. For example, if the CPI is -1.0% in 2017 and 3.0% in 2018, the COLA for the 2018/19 fiscal would be zero and the COLA for the 2019/20 fiscal year would be 2.0%.

The District Board of Directors ultimately has full authority, through the annual budget approval process, to approve the annual COLA. Nothing in this policy prevents the Board from deviating from this policy and procedure. Nor does this policy establish a requirement that a COLA be authorized in any given year. This policy and procedure simply sets forth a standard practice for determining and implementing the annual adjustment.

3.3.200 PAYROLL INFORMATION

The District pays its employees bi-weekly and paychecks are issued every other Friday. If the payday occurs on a holiday, the payday will be the workday preceding the holiday. Paychecks cover a two-week period of time. The workweek begins at 12:01 a.m. on Saturday and ends at midnight on the following Friday. Each paycheck shall reflect the base hourly rate of pay, overtime, holiday pay, sick pay, vacation pay, or premium pay earned and received during the workweeks reflected in that pay period, as well as other information required by law. The District provides employees with the option of having their paycheck directly deposited to any financial institution. Direct Deposit Authorization Forms are available from the District Administrator. The District Administrator will inform employees of the anticipated processing time when completed Direct Deposit Authorization Forms are submitted. Employees who choose direct deposit may choose to receive their wage statements in electronic or paper form.

Employees or a designated representative confirmed in writing by the employee may review or receive copies of their payroll information within twenty-one days of making a request to the District Administrator, but may be required to pay the cost of those copies.

3.3.210 Payroll Deductions

State and federal laws require the District to make the proper payroll deductions on behalf of each employee. Amounts withheld vary according to how much is earned and the number of exemptions. Required deductions include but are not limited to:

- a) Social Security/Medicare (FICA)
- b) Federal Income Tax
- c) State Income Tax
- d) State Disability Insurance (SDI)

- e) Wage Garnishments
- f) Health Insurance
- g) Supplemental Life Insurance
- h) Deferred Compensation Plan
- i) Other Voluntary Benefit Plans

Voluntary or employee elected deductions may be made from an employee's paycheck with the employee's written authorization. Such deductions will continue until the employee has notified the District in writing that the deduction is to be discontinued. In the event that an employee does not receive a paycheck while on a leave of absence, the District shall not be responsible for payment of voluntary or employee elected deductions. The District shall also not be responsible for payment of voluntary or employee elected deductions in cases where an employee's paycheck is not sufficient to pay for said deductions.

State and federal payroll taxes are collected by the District in accordance with legal requirements. Each employee must complete a withholding exemption certificate (IRS Form W-4) at the time of hire. This information determines the amount of income taxes withheld. Any change in material information, such as family status, that increases or decreases the exemptions is the responsibility of the employee and must be reported or updated as per federal and state law. A statement of earnings and taxes withheld is supplied to employees by January 31st of each calendar year.

3.3.220 Time Sheets

The accurate recordation of hours worked and meal periods taken must be completed daily by each non-exempt employee. Working off-the-clock is strictly prohibited. "Off-the-clock" work is a generic term that means work performed but that is not reported. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. All employees are responsible for submitting a signed and accurately completed electronic time sheet for the respective reporting pay period. The employee's approval on the electronic time sheet verifies the hours worked.

Absences such as approved vacation, approved sick leave, compensatory time off (CTO) and holidays must be so indicated on the electronic time card and verified with the appropriately completed and approved electronic leave request.

Questions regarding time card errors which are not answered by the supervisor may be directed to the District Administrator. Altering, falsifying, tampering with time records, or recording time on another employee time record, even with that employee's permission, is not permitted under any circumstances and will result in disciplinary action, up to and including termination of employment.

[You may not be on District premises for any purpose unrelated to your employment with the District without prior approval from your supervisor.](#)

3.3.230 Overtime Compensation

Overtime compensation is paid to all non-exempt employees in accordance with applicable state and federal law. Overtime pay is calculated at one and one-half times the employee's regular rate for all hours over eight (8) hours in one workday

or forty (40) hours in one workweek, and for the first eight (8) hours of work on the seventh (7th) day of work in the same workweek. Overtime hours in excess of twelve (12) in one workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) workday in the same workweek, are paid at double-time.

Overtime is computed on the basis of a non-exempt employee's total hours actually worked in a workday and a workweek. Hours paid for that are not actually worked, e.g., holidays, sick days, comp time, and vacations do not count as hours worked for overtime purposes.

Weekend work does not automatically qualify for compensation at an overtime rate of pay. Hours worked on Saturdays and Sundays qualify for overtime pay only if they qualify under the standards outlined in this section or in the applicable laws.

3.3.240 Holiday Pay

Non-exempt employees who work on a District-recognized holiday, which are those days specifically listed in section 3.4.100, shall be paid double time for hours actually worked on the holiday. Hours actually worked on a holiday will not be doubled for the purpose of calculating weekly or daily overtime hours. If the holiday is observed on a day other than the actual holiday, work on that day will not be compensated at a double time rate of pay. Employees will not receive holiday pay if they are scheduled to work but do not report to work on a designated holiday- unless the absence is excused.

Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a District-observed holiday.

Employees on unpaid leaves of absence are not eligible for holiday pay while on a leave of absence.

3.3.250 Call Back Pay

The District will pay a minimum of two hours at one and one-half times the rate of pay (or more where required by law based upon the employee's hours of work that day) each time a Standby Duty employee is called out to respond to an after-hours emergency, whether or not the actual time required to do the work would result in such pay, and regardless of the number of times the employee is called out. For the purpose of this section, time worked shall commence at the time a response is initiated and shall continue through the time that the response and resolution are complete. Time worked shall include travel to the District and travel time back to the responding employee's residence following the event. Call-outs that occur during the return travel time are considered a continuation of the first call out. Call-outs that occur within thirty (30) minutes of the beginning of an employee's regularly scheduled shift do not qualify for call back pay.

3.3.260 Policy Against Pay Discrimination

Unlawful pay discrimination is strictly prohibited by law and District policy. The District will not pay any of our employees' wage rates that are less than what it pays employees of another gender or sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under

similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

3.3.300 WORK SCHEDULES

3.3.310 Working Hours and Punctuality

Consistent attendance and punctuality are considered essential job functions and responsibilities, and are imperative to the District's business operation. Poor, uncertain, or irregular attendance and tardiness produces disruptive results for District operations, lowers overall productivity and continuity of work, and often interferes with other employees' work and service to the public.

Attendance and tardiness records are an objective, measurable element included in each employee's performance standards and are, therefore, a factor in every performance appraisal. They are also an important consideration for all merit pay recommendations and promotions.

Employees are expected to report to their designated work location at the scheduled time work activity is to commence and must be ready to start work. This includes the start of the workday and any return from a break or meal period. Tardiness, early departure from work, unexcused absences or failure to report as required may lead to disciplinary action, up to and including termination of employment.

The normal week schedule for all full time non-exempt employees is eight (8) hours a day, five (5) days per workweek. Part-time employees' work schedules will be designated by the General Manager. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variation in the total hours that may be scheduled each day and week.

The workweek begins at 12:01 a.m. Saturday and ends at midnight the following Friday. The typical work day is 8:00 a.m. to 5:00 p.m. for Administration staff and 7:00 a.m. to 3:30 p.m. for Operations staff and coincides with a calendar day. The General Manager and the Operations Manager reserve the right to establish work schedules that vary an employee's or department's work days and hours.

3.3.320 Duty-Free and Uninterrupted Meal and Rest Periods

Duty-free and uninterrupted meal and rest periods should be established in relation to the needs of each employee's supervisor to ensure that the employee's position and duties will be covered during break periods. Employees working ~~over~~ three and one-half hours to six hours are provided one paid duty-free and uninterrupted rest period of ten minutes. Employees working shifts over six hours to ten hours are provided two paid duty-free and uninterrupted rest periods of ten minutes each. Employees working shifts over ten hours to fourteen hours are provided three paid duty-free and uninterrupted rest periods of ten minutes each. These breaks will be taken generally at times established by the Operations Manager or General Manager ~~in accordance with this policy and applicable law~~. Employees are entitled to leave the premises for your duty-free and uninterrupted rest period(s). Except for unusual situations, field personnel are expected to take their paid duty-free and

uninterrupted rest breaks in the vicinity of the work site, but employees are relieved of all duty and must not be interrupted during their paid rest periods. All employees must return to the worksite promptly at the end of each rest period. Rest periods shall not be taken at the end of the workday, combined with meal periods or saved for use at another time. It is the employee's responsibility to take their paid duty-free and uninterrupted rest breaks as scheduled.

All full-time Operations Department employees are provided with one unpaid duty-free and uninterrupted meal period of 30 minutes in length each workday to commence before the end of five consecutive hours of work. All full-time Administration Department employees are provided with one unpaid duty-free and uninterrupted meal period of 60 minutes in length each workday to commence before the end of five consecutive hours of work. Employees are entitled to take a second unpaid duty-free and uninterrupted meal period of 30 minutes whenever they work more than ten hours. This meal period should commence before they have completed ten hours of work. Exempt employees will schedule meal periods to accommodate operating requirements. All non-exempt employees must indicate the starting and ending times of each duty-free and uninterrupted meal periods on their time sheets. Employees are entirely relieved from duty and must not be interrupted during their meal period, and may leave District premises. Employees must return to duty alert and prepared to resume work promptly at the end of their scheduled duty-free and uninterrupted meal period. Employees may not skip their duty-free and uninterrupted meal periods in order to come in late or to leave early. Employees must notify their supervisor, the Operations Manager or the General Manager if their meal period was late, or if they have missed all or any portion of their meal periods or if they have taken a shortened meal period (less than 30 minutes) due to work-related obligations, so that they can be paid appropriately.

If you are required by management or by unavoidable work circumstances to delay a meal or rest period beyond the timing noted above, to take a meal period of less than 30 minutes or a rest period of less than 10 minutes, to work through a meal or period, or if your meal or period is interrupted for work-related reasons, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay- (meal and rest periods are addressed separately with regard to this premium). Any late (meal period), short, missed or interrupted meal or rest period must be reported to the District by informing your supervisor or the Operations Manager. Unless you tell us otherwise, the District will assume that you are taking all of your meal and rest periods, or that any late (meal), short, missed or interrupted meal or rest period was unrelated to work circumstances. It is important to the District that you are provided with the opportunity to take complete and timely meal and rest periods. If you are ever unable to take a desired duty-free and uninterrupted meal or rest period in a timely and complete manner for any work-related reason, speak to your supervisor, the Operations Manager, the District Administrator or the General Manager so that they can assist you immediately. No supervisor may interfere with an employee's right to take a timely, and completely duty-free and uninterrupted meal or rest periods, except in emergency circumstances. Employees may report any problems with taking their duty-free and uninterrupted meal or rest periods to any member of management without fear of retaliation. The District will not impede, discourage or dissuade employees from taking meal or rest periods.

3.3.325 Recovery Periods

Certain employees who work outdoors are afforded recovery periods as defined through the District's Heat Illness and Prevention Program located within the Illness and Injury Protection Program (IIPP). [Further information is available in our Heat Illness Prevention Plan.](#) Employees must notify their supervisor, the Operations Manager or the General Manager if they have missed all or any portion of an applicable recovery period, so that they can be paid appropriately.

If unavoidable work circumstances result in a non-compliant recovery period, you will be paid for all time worked and you also will be entitled to receive a one-hour premium at your regular rate of pay. Any non-compliant recovery period must be reported to the District by informing your supervisor, the Operations Manager or the General Manager. Unless you tell us otherwise, the District will assume that you took all necessary recovery periods, or that a missed recovery period was unrelated to work circumstances. It is important to the District that you are provided with the opportunity to take necessary recovery periods. If you are unable to take a recovery period, speak to your supervisor, the Operations Manager or the General Manager so that they can assist you immediately.

3.3.330 Overtime; Day of Rest

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. All employees are expected to work reasonable overtime hours upon request. When possible, advance notification of these mandatory assignments will be provided. **All overtime work must receive the supervisor's prior authorization.** If employees work overtime without advance authorization, they will be paid for that time but will also be disciplined for the violation of District policy. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Reported hours for overtime must include the work accomplished and the time spent. Employees who work overtime will be compensated according to section 3.3.230.

The District will work with employees so that they have at least one full work day completely off duty during each workweek. If the nature of an employee's employment reasonably requires work on more than six days in the payroll work week, then the District will work with employees so that they receive the equivalent of at least one (1) work day completely off duty for every seven (7) days in the calendar month. While employees are normally required to work overtime when requested, this requirement does not apply if working the extra overtime hours would result in employees failing to receive one (1) full work day completely off duty during each work week. Although, employees are entirely free to make their own choice to accept those extra overtime hours, employees will not be required to do so, nor will they be viewed negatively for choosing not to accept the extra hours.

3.3.340 Standby Duty

To ensure effective and immediate response to reported problems in the collection or treatment facilities, a standby schedule will be assigned for all periods when District personnel are not on their normal work schedule. Employees on standby duty will be equipped with a cellular phone and District vehicle (if desired) and will

be required to maintain continuous contact with the applicable notification system.

Standby Duty will be compensated in accordance with applicable law and at a rate no less than minimum wage to be determined by the Board of Directors and equal to two hours of regular pay per day of service for each Standby Duty employee that is on call.

Standby Duty will be performed in addition to the employee's regular duties, except that no payment will be paid for any day in which the employee does not comply with standby duty and fails to respond when called in. Failure to respond when called in will result in disciplinary action, up to and including termination.

Standby Duty assignments will be made by the Operations Manager, who will establish schedules for specified periods. These schedules will be known as "Standby Assignment Lists." All eligible employees will perform Standby Duty at the direction of the Operations Manager or designee.

All Standby Duty employees will observe the following performance standards. Failure to comply with these standards will result in disciplinary action up to and including termination.

- A. Response and onsite investigation of an after-hours alarm or emergency notification shall generally be made within 30 minutes.
- B. Response must be made in a safe and legal manner.
- C. A standby person must acknowledge and respond to all alarms in accordance with written procedures. In no case shall an alarm be acknowledged later than one hour after receipt.
- D. A standby person must be capable of performing work duties and must be prepared to operate District equipment and make rational decisions.
- E. A standby person is responsible for any changes in notification methods, including placement of the emergency cell phone on "call forward."
- F. A standby person, while on standby duty, must not be engaged in outside employment or other activities which would prevent a timely response to the standby call.
- G. A standby person, while on standby duty, cannot consume alcoholic beverages, marijuana or be under the influence of prescription medication/over the counter medication that can impair the operation of equipment and/or motor vehicles. Any employee scheduled for standby duty who is required to take medication which may impair the employee's ability to respond must inform the supervisor in advance. Any employee called in for duty that is under the influence of alcohol, marijuana or other legal or illegal drugs when called must report that fact to a supervisor, so that another employee may be called in to handle the emergency. Failing to maintain an unimpaired state when on standby duty will result in disciplinary action, up to and including termination.
- H. A standby person must complete the standby overtime report form or incident report form as part of the call out response. The completed form must be placed on the Operations Managers desk upon completion of the callout response.

- I. A standby person, while on standby duty and responding to a callout, must wear appropriate clothing and foot wear (NO tank tops, torn or offensive clothing, flip flops or sandals).
- J. A standby person, while on standby duty, must call the Operations Manager in the event working time necessary to bring resolution to the callout will exceed two hours.
- K. In the event additional staff is required to perform an emergency assignment, the standby person must call the Operations Manager for further instructions and direction.
- L. A collections standby person, while on standby duty, is expected to have the standby book with District's SSQ Sewer Emergency Response Plan, atlas map book and camera in their possession and available for use during a response.
- M. The standby person, while on standby duty, must contact the Operations Manager before responding to a second callout related to the same alarm, incident or event.
- N. Standby vehicle use shall be in accordance with section 3.5.600.
- O. Unless authorized in advance by the Operations Manager, a standby person, while on standby duty and utilizing a standby vehicle for commuting purposes, will not receive mileage reimbursement for elective use of their personal vehicle for a callout response.
- P. A standby person, while on standby duty, will be reimbursed for mileage at the current IRS rate and will be paid for actual mileage when responding to a callout in a personal vehicle.
- Q. Generally, vacation shall not be approved for a standby person while on standby duty.
- R. A standby person who misses any portion of a regular workday for illness or injury must notify the Operations Manager so that the standby shift may be reassigned.
- S. In the event the standby person must contact the Operations Manager pursuant to this policy and the Operations Manager cannot be reached, the standby person must call the General Manager. In the event both the Operations Manager and the General Manager cannot be reached, the standby person must call either the Collection System Supervisor or the Treatment Supervisor as appropriate.

3.3.350 Compensatory Time

Non-exempt employees may elect, by so stating in writing on the appropriate time sheet, a preference to earn compensatory time off (CTO) in lieu of overtime pay. Non-exempt employees may accumulate up to a maximum of 120 hours of CTO. An employee who has reached the maximum balance shall be paid overtime until such time that the accrual is below the stated ceiling. An employee may utilize accrued CTO only if the time off requested does not result in scheduling conflicts that will result in another employee earning overtime for that same time period.

3.3.360 Exempt Employee Deductions

Exempt employees receive a salary intended to compensate them for all hours worked, and accordingly are not eligible for overtime compensation. Consistent with Federal law, vacation and sick leave deductions will only be made for exempt employees if they are absent from the workplace for personal reasons for an entire (8) eight-hour day. Exempt employees who take a full day off for personal reasons may not perform any work during that day without the prior approval of management.

ARTICLE IV – EMPLOYEE BENEFITS

3.4.100 DISTRICT-OBSERVED PAID HOLIDAYS

The following days, as approved by the Board of Directors, shall be considered holidays for all full-time employees:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after 4 th Thursday in November
Christmas Day	December 25 th
Two (2) Personal Floating Holidays*	Upon Approval*

*The Personal Floating Holidays may be used at any time throughout the fiscal year but are subject to scheduling and approval procedures as stated in Section 3.4.200. In the event that the Personal Floating Holidays are not used by the end of the benefit year, it will carry over and be included in the employee's Vacation Leave bank and become subject to the provisions stated in Section 3.4.200. Employees hired within the last six (6) months of the fiscal year are eligible for the Personal Floating Holidays the first day of the following fiscal year.

District observed paid holidays that occur on a regularly scheduled workday must be observed on that day and are not subject to rescheduling. Any holiday that occurs on the first day of an employee's regularly scheduled weekend shall be observed on the preceding day. Any holiday that occurs on the second day of the employee's regularly scheduled weekend shall be observed on the following day. Employees will not be compensated for Holidays that occur during an approved extended paid or unpaid leave of absence greater than four (4) weeks in duration.

Holiday pay is paid at the base hourly/salary wage in effect at the time the holiday is observed,

and is not based upon the “regular rate of pay” applied to other forms of compensation. As a result, it does not include incentive pay, bonuses, commissions, or any other form of compensation paid to you for any purpose outside of your base hourly/salary wage. Exempt employees will not receive additional holiday pay, but they will not incur any reduction in pay for a partial week absence due to a District-observed holiday.

Employees who recognize alternative holidays for religious purposes may contact the District Administrator to discuss the right to take additional religious holidays without pay.

3.4.200 VACATION LEAVE

Full-time employees are eligible for paid vacation. The amount of paid vacation time full-time employees receive each year increases with the length of their employment as shown in the following schedule:

- Upon initial employment the full-time employee is entitled to 80 hours each year, accrued biweekly at the rate 3.08 hours per each pay period in which the employee receives compensation.
- After completion of 3 years of eligible service the full-time employee is entitled to begin accruing 96 hours each year, accrued biweekly at the rate of 3.69 hours per pay period in which the employee receives compensation.
- After completion of 5 years of eligible service the full-time employee is entitled to begin accruing 120 hours each year, accrued biweekly at the rate of 4.62 hours per pay period in which the employee receives compensation.
- After completion of 10 years of eligible service the full-time employee is entitled to 160 hours each year, accrued biweekly at the rate of 6.16 hours per pay period in which the employee receives compensation.
- After completion of 15 years of eligible service the full-time employee is entitled to 176 hours each year, accrued biweekly at the rate of 6.77 hours per pay period in which the employee receives compensation.
- After completion of 20 years of eligible service the full-time employee is entitled to 200 hours each year, accrued biweekly at the rate of 7.69 hours per pay period in which the employee receives compensation.

For the purpose of determining vacation accrual rates, the length of eligible service will be adjusted to account for all extended paid or unpaid leaves of absence (except military leaves of absence) greater than four (4) weeks in duration. Additionally, further accrual of vacation time will be suspended until the employee returns to work from the approved extended paid or unpaid leave of absence.

Vacation time off is paid at the employee’s base pay rate at the time of the vacation. It does not include overtime or any special forms of compensation such as incentives, bonuses, or shift differentials.

In the event that available vacation time is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. Unused vacation time leave benefits will be allowed to accumulate to a cap until the employee has accrued a total equal to two and one-half times (not greater than 400 hours) the annual vacation accrual applicable to that employee. If the employee’s leave bank reaches the maximum, further accrual of vacation

time leave benefits will be suspended until the employee has reduced the balance below the established cap.

The District will consider the needs of the employee as well as the needs of the District when approving all vacation requests. Except in exceptional circumstances, all vacation requests greater than 24 hours must be submitted to the employee's immediate supervisor for processing no less than 5 working days in advance. Vacation requests for time less than 24 hours should be submitted no less than 3 working days in advance, or with as much advance notice as possible.

Only accrued leave can be used for vacation leave purposes. Vacation time will not be advanced to the employee. All vacation requests must be initiated by the employee on the appropriate leave request form and must include the purpose of the leave, the dates requested, and the length (hours) of the request. An approved vacation request cannot be fulfilled if accrued vacation time is not available before the commencement of the vacation time off.

Upon separation from District service, employees will be paid, at the employee's current rate of pay, for unused accrued vacation time, not to exceed that has been earned (on a pro rata basis) through the last day of work.

The District reserves the right to defer a vacation request, require employees to take vacations at certain times, to schedule vacation if employees fail to do so or if we deem it necessary, to pay out accrued vacation or shut down all or any part of the District for vacation purposes if necessitated by business needs or in the District's sole discretion. The District will give employees at least 90 days' notice of District-scheduled vacation time.

3.4.250 Vacation Buy-back Policy

Full-time employees are eligible to participate in the District's Vacation Leave Buy-Back Program. Qualifying employees are eligible to cash out excess, accrued vacation time in accordance with criteria and requirements outlined in this section.

- Employees must have in excess of 80 hours of accrued vacation time in order to participate in the Vacation Leave Buy-Back Program. A buy-back request shall not reduce an employee's accrued vacation leave below the 80 hour minimum threshold.
- Buy-back requests shall be in 8-hour increments.
- A maximum of 80 hours per year may be cashed out.
- For all buy-back requests, the requesting employee must have minimally utilized an equivalent number of vacation hours in the 12-months preceding the request in order to qualify for a cash out.
- Buy-back requests must be submitted on a District-approved form and will be processed for payment in June and December of each year. All buy-back requests must be received on or before May 31st to qualify for the June buy-back window and/or by November 30th to qualify for the December buy-back window.
- Buy-back requests that do not fully comply with requirements set forth above will be rejected. It is the requesting employee's responsibility to verify compliance prior to submitting a buy-back request.

Vacation cash outs will be paid through the District's regular payroll system, with all required

payroll deductions. It is the individual employee's sole responsibility to consider any State, Federal or other income tax impacts that may result from participation in this program.

District rules and regulations regarding vacation time accrual, usage and cap, as set forth in Section 3.4.200 above remain in full affect and are not altered or in any way affected by the Vacation Leave Buy-Back Program.

3.4.300 SICK LEAVE

Full-time, part-time and other eligible employees accrue sick leave from the first day of employment. Sick leave with pay is a District-funded form of insurance that employees may use for preventive care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments, as well as a need for time off if you are provide a cushion in the event the employee encounters a major or catastrophic illness or injury, as well as a need for time off if you are the victim of a crime or abuse, including domestic violence, sexual assault, stalking or other violent crimes or abuses, bereavement or reproductive loss leave.

Each employee will accrue sick leave benefits at the rate of 96 hours per year (8 hours for every full month of service, but never less than one hour of sick pay for every 30 hours of work). Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 480 hours' worth of sick leave benefits. If the employee benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit. All unused sick leave benefit accruals will be placed into the employee sick leave bank at the end of each pay period.

Local city ordinances may apply to the accrual or use of sick time, depending upon the city(ies) in which an employee works. If there is any conflict between this sick leave policy and the laws of the city in which an employee works, the law which is more generous to the employee will apply.

Employees are responsible for notifying their direct supervisors prior to a sick leave absence. Employees shall call their immediate supervisor at their scheduled shift starting time or as soon as possible under the circumstances to provide notification. Voice messages are not sufficient notice. If the immediate supervisor cannot be reached, employees shall contact the Operations Manager, the District Administrator or the General Manager to provide notice. The notification will include the specific reason for the absence and the intended time period. A leave request form must be completed by the employee upon return to work and submitted to their direct supervisor for approval and processing.

Employees requesting sick leave for scheduled appointments shall do so in advance, with as much prior notification as possible, by completing and submitting a leave request form. In cases of prolonged illness, employees are required to contact their direct Department Head daily to provide a status report on their condition. If an employee is absent for more than five working days due to a health condition, FMLA/CFRA leave will be administered in accordance with federal and state laws. Failure to provide proper notification may result in the denial of sick leave with pay and does not preclude the District from taking further disciplinary action in the case of sick leave benefit abuse.

No employee is entitled to use sick leave during a leave of absence due to the following causes:

- a) Sickness or injury sustained while on non-disability leave of absence without pay.

- b) Sickness or injury sustained from improper employee conduct as defined in Section 3.5.100 herein.

If an employee is absent due to illness or injury for an extended period of time, a physician statement may be required verifying the disability and its beginning and expected ending dates, subject to applicable law. Before returning to work from a sick leave absence, an employee may be asked to provide a physician verification that the employee may safely return to work without restrictions. The District may request a Fitness for Duty Evaluation be completed before the employee is allowed to resume full duties, with or without further accommodation, after a significant illness or injury.

Sick leave may be used to care for your injured or ill family member, including any of the following: spouse, child of any age, sibling, parent, registered domestic partner, grandparent, grandchild, a designated person or any other family members specified by applicable law. A designated person is a person that you identify at the time you request to take paid sick leave. Employees are limited to one designated person designation per 12-month period.

In the event an employee uses all of the sick leave the employee has accrued, the employee may use any other accrued paid leave days, or portion thereof, upon the approval of the General Manager. The use of such other approved paid leave days will continue until the employee either returns to work or uses all accrued leave time. The employee may take an unpaid leave of absence, upon the approval of the General Manager, if the employee does not have any accrued vacation leave, compensatory time off, or sick leave remaining.

While on an approved extended paid or unpaid leave of absence, greater than four (4) weeks in duration, further accrual of sick time will be suspended until the employee returns to work.

Sick leave benefits are not paid in cash in the absence of eligibility for sick leave and they may not be applied as extra vacation. Employees will not be paid for accrued unused sick leave upon termination of their employment. However, if an employee is rehired within one year of the initial separation, all previously unused sick leave will be reinstated.

At the discretion of the General Manager, an employee may use accrued sick leave hours while on an approved leave of absence for illness or injury when the employee is receiving state disability insurance, workers compensation insurance or long term disability insurance. Sick leave may only be used in amounts necessary to supplement or augment insurance payments so that an employee's combined take home pay is less than or equal to that normally received.

If an employee is injured or becomes ill during an approved vacation leave, the employee may convert vacation leave time to sick leave time only under extraordinary circumstances. This will generally require a physician's statement verifying the duration of the illness or injury. A written request to convert the leave must be submitted by the employee, and approval is at the sole discretion of the General Manager.

3.4.400 OTHER LEAVES OF ABSENCE

All leaves of absence are provided on an unpaid basis, except as otherwise noted. When an employee is placed on an unpaid leave of absence, the employee's position will be held for the period of the leave where required by law. If the leave continues past this time period, the District will endeavor to reasonably accommodate employees to the extent that it does not cause undue hardship to the District. However, due to business needs, there will be times when positions cannot be held open.

Subject to applicable law, if an employee's former position is unavailable for reasons unrelated to the leave when the employee is ready to return in a timely manner from an approved leave, every effort will be made to place the employee in a position for which the employee is qualified. An employee who does not accept a comparable position offered by the District will be considered to have voluntarily resigned from employment, effective the day such refusal is made.

If an employee fails for any reason to return to work promptly upon the expiration of any approved leave of absence and has not obtained an extension from the General Manager prior to such expiration date, the employee will be considered to have voluntarily resigned from the District.

Misrepresenting reasons for applying for a leave of absence will result in disciplinary action up to and including termination.

3.4.410 Family and Medical Leave Act

The Federal Family and Medical Leave Act ("FMLA") guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any FMLA leave.

To be eligible for this leave, you must (1) have been employed with us for at least 12 months within the past seven years; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

FMLA leave will be granted for (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent, spouse or registered domestic partner who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement.

If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the District. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the District.

If you are in a "key position" (defined as the highest-paid 10% of District employees within 75 miles of that worksite), you may not be returned to your former or equivalent position following a leave if keeping your position available would cause substantial economic injury to the District, as determined on a case-by-case basis. We will notify you and explain your rights if you fall within this designation.

You may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that your spouse, child or parent is on active duty or has been called to active duty as a reservist, National Guardsperson or existing active duty servicemember. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA leave.

You may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative or registered domestic partner who is injured while on active

duty in the U.S. Armed Forces within the five years preceding the date of your requested leave.

Submit your request for leave in writing to the General Manager. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to the District Administrator of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

You may be eligible for State Disability Insurance ("SDI") for the unpaid portion of your leave. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

The District will maintain group health insurance and dental coverage during the leave of absence and will pay its usual share of the employee's own premiums for up to twelve (12) weeks, but the employee will be required to make payments for the employee's applicable share of the premiums, as well as for dependent coverage, if applicable. Failure to make timely payment for coverage may result in cancellation of that coverage.

Accrued vacation time may be used during the leave of absence and, in the case of a serious employee illness, accrued sick leave may be used as well. All paid vacation and sick leave will count towards the maximum twelve (12) weeks per year and will not increase the number of days of leave allowed.

Failure to return to work as scheduled at the end of the leave will be considered voluntary resignation from employment.

Subject to applicable law, this leave will run concurrently with CFRA leave.

3.4.411 California Family Rights Act

The California Family Rights Act ("CFRA") guarantees eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period measured backward from the date you use any CFRA leave.

To be eligible for CFRA, you must (1) have been employed with us for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of your child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a person to whom you stand

in loco parentis); (3) to care for your child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or a designated person, who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. A designated person is any individual related by blood or whose association with you is the equivalent of a family relationship. You may identify a designated person at the time you request CFRA leave; however, you are limited to one designated person designation per 12-month period.

If you are covered by a group health insurance plan at the time of your CFRA leave, you are entitled to continue your group health insurance coverage for the duration of your CFRA leave (up to 12 workweeks) under the same terms and conditions as when you are actively working.

At the end of your leave, you will be reinstated in the same or a comparable position. If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to the District. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with the District.

Submit your request for leave in writing to the General Manager. We will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to the District Administrator of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

You may be eligible for State Disability Insurance ("SDI") for the unpaid portion of your leave. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your SDI benefits where applicable.

Subject to applicable law, this leave will run concurrently with FMLA leave.

3.4.412 Paid Family Leave (PFL)

Under California's Paid Family Leave Act ("PFL"), you may be eligible to receive payments from the state Employment Development Department while you are on leave for up to eight weeks of leave to care for an ill family member (defined as parent, parent-in-law, child, spouse, sibling, grandparent, grandchild or domestic partner) or for bonding with a newborn or recent adoptee, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty

of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. You contribute to the cost of this insurance through payroll deductions.

You must apply two weeks of your available paid time off benefits to this leave. We do not pay you for your leave, and we cannot guarantee that your job will be held open for you after a Paid Family Leave, although we will certainly make every effort to return you to the same or similar job. We will not retaliate against you for requesting or taking Paid Family Leave. This leave may run concurrently with FMLA/CFRA leave. For further information on this benefit and whether you will be guaranteed reinstatement, please contact the General Manager.

3.4.413 Pregnancy Disability Leave (PDL) and CFRA

If you are pregnant, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position. We will accommodate your request for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to the District. You must provide a certification from your health care provider confirming the medical need for a job modification or transfer. Before returning to your normal work duties or schedule, you must provide a written statement from your physician, confirming your ability to return to your regular duties and any limitations upon your ability to work.

If you are disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, you may take an unpaid pregnancy disability leave (“PDL”). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule, the PDL covers the amount of time you would typically work in a four month period. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

You do not need to take your PDL in one continuous period of time, but can take it on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth and pregnancy-related medical appointments would all be covered by your PDL. You must provide a certification from your health care provider of your pregnancy disability. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any limitations you may have.

You may be eligible for State Disability Insurance (“SDI”) for the unpaid portion of your leave. If you wish to apply any accrued paid time off to your leave, we will work with you to coordinate your use of paid leave with your state disability benefits where applicable.

If you have been on PDL and intend to take CFRA leave or Paid Family Leave for baby bonding purposes after the birth of your child, you must provide us with a certification of your change of leave status.

For more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the District Administrator.

The District will maintain group health insurance and dental coverage during the leave of absence and will pay its usual share of the employee’s own premiums for

up to 17.3 workweeks, but the employee will be required to make payments for the employee's applicable share of the premiums, as well as for dependent coverage, if applicable. Failure to make timely payment for coverage may result in cancellation of that coverage.

If you have been employed with us for at least one continuous year and worked at least 1,250 hours in the year preceding your request for leave, you may request CFRA leave of up to twelve work weeks to bond with your child after your physician has released you from your post-delivery PDL. This unpaid CFRA leave is separate from the right to take PDL (and concurrent FMLA leave, if applicable), which is explained in the preceding sections of this handbook. There is no need to establish a serious health condition for you or your child to take CFRA leave. Your baby-bonding leave must be taken in minimum increments of two weeks and is available to you only within one year after your child's birth.

The maximum possible combined unpaid leave for an eligible pregnant employee is up to 17.3 workweeks for pregnancy disability if medically required (which includes any period of disability certified by a physician after the birth of the child), plus 12 work weeks to care for and bond with the newborn child. CFRA leave may overlap with the Paid Family Leave referenced in the previous section.

For more information regarding your eligibility for an unpaid CFRA leave, the impact of the leave on your seniority and benefits and coordination with PDL, please contact the District Administrator.

3.4.414 Personal Leave of Absence Without Pay

Employees who have been continuously employed with the District for at least one year may request a personal leave of absence without pay for a reasonable period of time of up to 30 days. The leave may be extended for a reasonable period of time of up to 30 days due to special circumstances, as determined on an individual basis by the General Manager. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

Requests must be submitted in writing and must be approved in writing by the General Manager before the extended period of a leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

The District does not pay for group health insurance premiums during any portion of a personal leave of absence without pay. Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the period of the leave must be paid in a timely manner.

3.4.415 Bereavement Leave and Reproductive Loss Leave

~~Employees who wish to take time off due to the death of an immediate family member should notify their direct supervisor as soon as possible. Up to three (3) paid days and two (2) unpaid days of bereavement leave per calendar year will be provided to all full-time employees who have completed 30 days of~~

~~employment (up to a total of five days) following the death of an immediate family member. No employee shall receive more than three (3) paid days of bereavement leave in any year.~~ All other employees who complete 30 days of employment are entitled to an unpaid bereavement leave of up to five days following the death of an immediate family member.

Employees may, ~~with their supervisor's approval,~~ use any available paid leave for any unpaid or additional time off as necessary.

Bereavement leave does not accrue from year to year. ~~No employee shall receive more than three (3) paid days of bereavement leave in any year.~~

Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member.

For the purpose of this section, immediate family means an employee's: mother, father,; stepmother, stepfather,; parent-in-law; spouse,; son, stepson, daughter, stepdaughter, or grandchild by birth, foster, or guardian relationship; grandparent,; sibling; or domestic partner. Immediate family shall also include the foregoing relationships commonly referred to as "in-law" or similar relationships under a domestic partnership.

While on an approved extended paid or unpaid leave of absence, greater than four (4) weeks in duration, bereavement leave benefits will be suspended until the employee returns to work.

The employee must notify the employee's supervisor prior to the leave and must submit the written leave request in writing immediately upon return to work. The District may request satisfactory documentation of your need for leave. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Reproductive Loss Leave

~~Employees who complete 30 days of employment are entitled to an unpaid reproductive loss leave of up to five days following a reproductive loss event ("RLE"). A RLE means the day (or, for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. Employees may elect to use their available paid time off benefits to cover any unpaid reproductive loss leave. This leave does not need to be taken consecutively, but must be completed within three months of the RLE. If an Employee is on or choose to take leave under CFRA, PDL, or any other applicable leave covered by local, state or federal law, then the reproductive loss leave must be completed within three months of the end date of the other leave. Reproductive loss leave must be approved by the employee's supervisor. Employees may take reproductive loss leave as often as needed, except that the maximum reproductive loss leave will be no more than 20 days within a rolling 12-month period measured backward from the date you last used any reproductive loss leave.~~

3.4.416 Jury and Witness Duty

The District encourages employees to fulfill their civic responsibilities by serving

jury duty when required. Employees who have completed a minimum of 180 calendar days of service may request up to two (2) weeks of paid jury duty over any one (1) year period. Additional jury duty time or jury duty time for ineligible employees will be granted without pay. Exempt employees on jury duty who work any portion of the workweek will be paid for the entire workweek.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Subject to applicable law, if employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off or may request a leave of absence without pay.

Employees must show their jury duty summons to their direct supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits, as long as they have at least two hours remaining in their usual shift. Either the District or the employee may request an excuse from jury duty if, in the District's judgment, the employee's absence would create serious operational difficulties.

Proof of attendance must be submitted to the District before the payroll is completed for the pay period. Pursuant to California Code of Civil Procedure Section 215, a juror who is employed by a public agency and who receives regular compensation and benefits while performing jury service, may not be paid the fee for juror service.

The District will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

Non-exempt employees who are required by law to appear in court as a witness or at another legal proceeding will be provided time off for that purpose without pay. As indicated above, exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. Employees asked to appear as a witness on behalf of the District will be paid for their time. At the discretion of the General Manager, employees may use available vacation or CTO for witness duty and related court appearances. The witness subpoena must be provided to the supervisor with reasonable advance notice.

3.4.417 Military Leave

Subject to applicable law, military leaves of absence are granted without pay. For further information regarding military leave rights (including National Guard or federal or state Military Reserve units), contact the District Administrator.

Generally, in order to be eligible for military leave, employees must submit written verification from the appropriate military authority. The District will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they:

- have a certificate of satisfactory completion of service;
- apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and

- are qualified to fill their former position

The District will not discriminate or retaliate against any employee based upon membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with the District.

3.4.418 Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in any general or special state election, an employee may take up to two (2) hours of paid time off to vote. Such time shall be at the beginning or end of the work day unless the employee and the General Manager or Operations Manager agree upon a different time during voting hours. Time off should be scheduled at least (2) days in advance.

3.4.419 Victims: Domestic Violence, Sexual Assault, Stalking or Other Violent Crimes or Abuses

Employees who are victims of a crime or abuse, including domestic violence, sexual assault, stalking or other crimes or abuses, as provided for by law, shall be given time off without pay as necessary for obtaining legal relief, including but not limited to a temporary restraining order, or other injunctive relief for the employee's protection, seeking medical attention, social or counseling services, or to take other action to increase the victim's safety. Time off from work is also extended to employees who are not the victims of a crime but are related to such victims, including an immediate family member.

Victims of domestic violence, sexual assault or other crime may use any available vacation, personal leave or compensatory time off while on such leave. The total time taken may not exceed twelve (12) weeks and is not in addition to unpaid time provided under FMLA/CFRA.

3.4.420 Visiting Child's School

Any employee who is a parent or guardian of a pupil and who is requested to appear at the pupil's school pursuant to section 48900.1 of the Education Code will be granted time off without pay, provided the employee gives reasonable notice to the employee's supervisor.

3.4.421 Volunteer Firefighter/Peace Officer/Rescue Personnel

A District employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state), may take all necessary time off from employment to perform the employee's emergency duty as a volunteer firefighter, peace officer or rescue personnel, without compensation by the District. Protected leave also includes up to 14 days per calendar year for the purpose of engaging in fire, law enforcement or emergency rescue training.

3.4.422 Lactation Accommodation

Nursing employees are entitled to a reasonable amount of break time to express milk in a private area (other than a bathroom) designated by the District. That area will be in close proximity to your work station, and it will be safe, clean, free of hazardous materials, shielded from view and free from intrusion. It will

also contain a surface on which to place a breast pump and other personal items, a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. We will also provide a sink with running water and a refrigerator, or other cold storage device suitable for storing milk, in close proximity to your work station. You should use your regular paid rest periods for this purpose. Additional break periods necessary to express milk will be unpaid. If you require additional information or lactation accommodation, please contact the General Manager, who will respond to you promptly.

We urge you to immediately report any incidents or failures to accommodate your lactation needs to the General Manager or the District Administrator, so that we can quickly and fairly resolve those concerns. We will not discriminate or retaliate against you based upon your lactation needs or activity. However, you are also entitled to file a complaint with the California Division of Labor Standards Enforcement (~~“(DLSE)”~~), if you think you have been discriminated or retaliated against in this regard. That agency may be found on the internet or through directory assistance.

3.4.423 Bone Marrow or Organ Donor Leave

You are eligible for leave of up to five (5) business days in any twelve consecutive months to serve as a bone marrow donor, and leave of up to thirty (30) business days in any twelve consecutive months to serve as an organ donor. This leave is paid by the District, except that if you have accrued sick leave, vacation or CTO days available, you must apply five (5) days of your accrued sick leave, vacation or CTO days to your leave for bone marrow donation and two (2) weeks of your accrued sick leave, vacation or CTO days to your leave for organ donation. Using your available paid leave does not extend the total amount of leave available to you by law. In addition to the paid leaves described above, you are also eligible for a separate unpaid leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. You may apply any available accrued but unused sick leave, vacation or CTO days to this unpaid leave for organ donation.

To be eligible for this leave, you must provide medical certification of your need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and your absence will not be considered a break in service. We will pay our usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, FMLA/CFRA may apply to your request for donor leave.

3.4.424 Workers' Compensation Leave

If you suffer a work-related injury or illness, you are entitled to an unpaid leave of absence. Your leave will continue until one of the following situations occurs:

- You are released for full or modified duty and can return to work, with or without reasonable accommodation;
- We receive medical evidence that you will be unable to return to work at any time in the future; or
- You resign your position or do not return to work after your approved leave has expired.

We may require an examination by a medical professional of our choice at no cost to you to verify your ability to begin or remain on a medical leave.

If you return to work at the end of your leave of absence, you will be reinstated to your former position, unless business conditions have caused us to eliminate your job position. If your position is not available, you will be offered any available opening in a comparable position for which you are qualified. If there is no such position, you will be terminated. FMLA and CFRA may run concurrently with your workers' compensation leave.

3.4.425 Civil Air Patrol Leave

If you are a member of the California Civil Air Patrol, you are entitled to time off to serve when called, and you will be reinstated to your position when your service is complete. To request a leave of absence, submit documentation of your service to your supervisor.

3.4.500 TRAINING AND EDUCATIONAL ASSISTANCE

The Carpinteria Sanitary District encourages employees to further their knowledge of their particular job related responsibilities through attending conferences and training seminars, professional coursework and other classes. Some training seminars are short duration sessions which last only a few hours, while other conferences can last a number of days. For purposes of this policy, a short duration "training seminar" refers to training seminars that last only a brief period of time, generally a few hours, while a "conference" refers to a full-day or multiple day conference.

3.4.510 Certification and Licenses

The certification and license requirements for each District job classification are found in the individual Board approved position job description. These requirements will be classified as either Required (primary) or Desirable (secondary). It is the sole responsibility of the employee to obtain all Required certification(s) and/or license(s) within the specified time frame indicated on the specific job description. Failure to obtain or maintain the Required certification and/or licenses will be grounds for disciplinary action, up to and including termination of employment.

Examination fees for Required and Desirable certifications and licenses will be paid directly by the employee. The District will reimburse the employee upon proof of successful examination passage of Required and Desirable certifications and licenses only. Renewal fees (Required and Desirable) will be directly paid by the District.

3.4.520 In-Service Training

In-service training refers to any formal employee training or development program that is sponsored and conducted by the District and held on District property. Such programs are designed and conducted to meet the job-related needs of District employees. In-service training may be conducted either during or outside of normal working hours. Employees participating in in-service training sessions outside of normal working hours shall be compensated at their regular hourly rate, including overtime pay when applicable.

3.4.530 District Initiated Training

District initiated training refers to any formal employee training, development program, or educational course that the District requires or directs an employee to attend or complete. Generally, this training is conducted by any agency or organization other than the District and is not conducted on District property.

Employee attendance at, as well as travel to and from, District initiated training events shall be compensated at the regular hourly rate, including overtime pay when applicable. The employee shall make every effort to schedule travel to avoid incurring overtime hours. The District will pay for registration, tuition and course material costs either directly or on a reimbursement basis. Transportation will be provided by District vehicle and/or mileage reimbursement. Payment for other travel related expenses is discussed in Section 3.4.550.

An employee who does not satisfactorily complete a required District initiated training assignment in accordance with standards determined by the General Manager may be subject to disciplinary action up to and including termination.

It is the employee's responsibility to obtain applicable continuing education units (CEUs) and/or contact hours for District initiated training when available. Documentation of obtained CEUs and/or contact hours should be provided to the District Administrator.

3.4.540 Employee Initiated Training

Employee initiated training refers to any formal employee training, development program, or educational course that is not required or directed by the District, but attendance is requested by the employee. Generally, these training opportunities are put on by agencies or organizations other than the District and are not conducted on District property.

Employees who desire to attend a training seminar or conference must submit a written request, including an estimate of expenses and detailed information on the training opportunity, to their direct supervisor. Employee initiated training shall be approved in advance by the General Manager. Approval of requests will be based on benefits to both the District and the requesting individual, available budgeted funds, and organizational needs.

Attendance at employee initiated training events is considered voluntary. Employees will be compensated at their regular hourly rate for no more than eight hours per day of training, when it falls on a regularly scheduled workday. Overtime will not be paid for employee initiated training. Travel to and from employee initiated training events shall be on the employee's personal time and will not be compensated by the District. Exceptions to this requirement may be considered by the General Manager on a case by case basis.

The District will pay for registration, tuition and course material costs either directly or on a reimbursement basis. Transportation will be provided by District vehicle and/or mileage reimbursement. Payment for other travel related expenses is discussed in Section 3.4.550.

It is the employee's responsibility to obtain applicable continuing education units (CEUs) for employee initiated training when available. Documentation of obtained CEUs should be provided to the District Administrator.

3.4.550 **Travel Expense Reimbursement**

All requests for reimbursement of expenses while traveling on District business for approved training must be detailed on the Training Reimbursement Request form. Itemized receipts substantiating the expenditures must be attached to the form. Listed expenses that do not have a receipt will not be reimbursed.

Types of expense reimbursements include, but are not limited to the following:

- **Meal Expenses**. Employees traveling away from the office for District related purposes are allowed to expend up to \$100.00 per day for meal expenses. Employees are required to submit receipts showing the amounts expended for each meal. Employees are only reimbursed for actual amounts expended. Gratuities up to 15% may be included in the \$100.00 daily limit and are reimbursable. Alcoholic beverages are not reimbursable by the District. Employees are required to provide detailed receipts for meal expenses that include itemized purchases, the name and location of the establishment and the time of purchase whenever possible.
- **Mileage Reimbursement**. Employees using their own vehicle for travel to approved conferences and training seminars may request reimbursement for the trip based on the actual number of miles driven. Reimbursement will be at the then-current Internal Revenue Service allowed mileage rate.
- **Other Expenses**. Other legitimate travel expenses (e.g. parking fees, tolls, taxi fares, etc.) will be reimbursed by the District if a proper receipt is provided to document the expense.

An advance of expected out-of-pocket expenses may be issued upon approval from the General Manager prior to the training event and subject to the above policy regarding substantiating the expenditures with receipts. District furnished credit cards are also available for employees to use while traveling on District business. Credit card purchases are also subject to the above policy regarding substantiating the expenditures with receipts. Receipts for travel related expenses must be remitted to the District Administrator as soon as possible.

3.4.560 **Educational Assistance**

The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the District. The District will provide educational assistance to all full-time employees who have completed 180 calendar days of service.

Educational assistance requests should be submitted in writing to the General Manager. The District will reimburse employees for educational courses/classes that are approved in advance by the General Manager. Reimbursement of the cost of the tuition, course materials and books will be made upon the satisfactory completion of the course with a grade of C or better when proper documentation is provided by the employee.

To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily. Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee current job duties or a foreseeable future position in the organization in order to be eligible

for educational assistance. The District has the sole discretion to determine whether a course relates to an employee current job duties or a foreseeable future position.

While educational assistance is expected to enhance employee's performance and professional abilities, the District cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The District will make every effort to accommodate professional programs and classes with work schedule changes in the same week. However, employees are required to take classes or courses on their own time. Travel and per diem expenses will not be paid as part of the educational assistance program.

3.4.600 INSURANCE, RETIREMENT, AND OTHER BENEFIT PROGRAMS

Eligible employees at the District are provided a wide range of benefits. A number of the programs cover all employees in the manner prescribed by law.

3.4.610 Health Insurance Program

The District's health insurance plan provides access to medical insurance coverage options and benefits for all eligible employees and their dependents. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the District and the insurance carrier and in accordance with the Affordable Care Act, as well as any equivalent local, state or federal laws.

The District will pay the full cost of the District-selected insurance plan, or base plan, for the eligible employee and eligible dependents. This base plan is generally an HMO type plan. The District will generally make other, alternate insurance plans available to employees. If an employee chooses a plan that has a higher cost than the District-selected plan, the employee must pay the excess costs through a payroll deduction.

Dependents of an eligible employee who are eligible to be covered by the health insurance plan will have their premium payments paid for by the District within the guidelines above. For more information regarding eligibility, see the District Administrator.

When employment ends, eligible employees and eligible dependents will be covered through the end of the month. After that, employees and dependents may be eligible to continue coverage through COBRA at their own cost.

District insurance benefits may be changed or eliminated at any time. The details of our insurance benefits are controlled by the terms of the plan. Employees may obtain further information regarding our insurance benefits from the District Administrator.

3.4.620 Dental and Vision Plan

The District provides to all full-time employees and their dependents a self-funded dental and vision plan. The administration of this plan is subject to the terms and conditions as set forth in the District's Board-approved Direct Payment Dental and

Vision Plan.

3.4.630 Workers' Compensation Insurance

The District carries workers' compensation insurance coverage to protect employees who are injured on the job. This insurance provides, among other things, medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. Once the employee has returned to work, any visits to the doctor or therapy treatments are subject to leave scheduling procedures and generally require use of accrued sick leave.

The cost of this coverage is paid completely by the District.

If an employee is injured while working, the injury must be reported to the employee's immediate supervisor as soon as possible under the circumstances, who must then report the injury to the District Administrator for processing regardless of how minor the injury may be.

If the workers' compensation injury qualifies, FMLA/CFRA will run concurrently with the workers' compensation leave period.

Details about the District's workers' compensation program are available from the District Administrator.

3.4.640 Social Security

Each employee of the District is covered under the provisions of the federal social security law (F.I.C.A.). The total contribution by the employee and the District is credited toward the employee's social security benefits, which may be available at the time the employee is eligible to retire. In addition, disability and survivors benefits are financed through social security deductions.

3.4.650 Long Term Disability Insurance/Life Insurance

The District provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work as per the terms and conditions of the agreement between the District and the insurance carrier. The premium payments are fully paid by the District as a benefit to the employee.

The District provides term life insurance for all full-time employees in the amount of \$40,000 and is subject to all terms and conditions of the agreement between the District and the insurance carrier. Details of the insurance plan benefits can be obtained from the District Administrator.

3.4.660 State Disability Insurance (SDI)

The District provides, through 100% employee contribution, California State Disability Insurance (SDI) to all full-time employees who are unable to work because of a qualifying disability due to an injury or illness. The plan is administered by the State of California and subject to all terms and conditions of the agreement between the District and the insurance carrier. SDI benefits are offset by any workers compensation benefits so that the combined benefits do not

exceed the maximum level.

Details of the SDI benefits plan including benefits amounts, when they are payable, and limitations, restrictions, and other exclusions are described in the Summary Plan Description.

3.4.670 Deferred Compensation

The District maintains a Deferred Compensation Plan for all eligible employees who desire to participate at their own expense. A copy of the Plan is available at the District office.

3.4.680 California Public Employees Retirement System ("CalPERS")

The District participates in the State of California Public Employees Retirement System (CalPERS) by offering a multi-tiered benefit program based on membership date in accordance with applicable law. The benefits provided under CalPERS are more fully explained in the Certificate issued by the State of California, a copy of which is on file in the District office.

3.4.690 Uniform and Uniform Maintenance

The District provides uniforms and cleaning service for all employees designated to wear uniforms. Uniforms will be worn whenever on duty as per the District policy.

Nothing in our uniform policy is intended to interfere with an employee's religious dress or grooming practices, or any dress or grooming practices related to sex, gender, gender identity or gender expression. If District requirements impact an employee's religious dress or grooming practices, or any dress or grooming practices related to sex, gender, gender identity or gender expression, or if an employee requires alternative dress or grooming practices related to a disability, please see the District Administrator to discuss a reasonable accommodation.

To protect employees and clients with allergies or scent sensitivities, the District asks that employees minimize wearing or using discernible perfume, cologne, essential oils, scented hair products, deodorants or other scented products.

3.4.691 Protective Footwear Allowance

Those employees designated to wear protective footwear will be reimbursed to a maximum of \$200, including tax, per fiscal year for the purchase and/or repair of approved protective footwear.

Only shoes that meet state and federal standards for footwear protection will be eligible for reimbursement. It is the employee's responsibility to make sure the footwear meets the applicable standards. This will be verified prior to expense reimbursement by the District. Additional information on footwear requirements may be obtained from the Operations Manager.

The cost of orthotics required by prescription, and not covered under insurance, will be reimbursed to the employee by the District. This will be in addition to the base protective footwear reimbursement, if necessary.

The following procedure shall be used for the reimbursement of protective footwear which the employee has paid.

1. Upon approval from the Operations Manager the Employee may directly

purchase a pair of qualified protective footwear from a vendor of their choice.

2. Operations Manager receives receipt from employee, approves request for payment, codes to appropriate account, and submits for processing.
3. District Administrator will issue check to employee for reimbursement.

As an alternative to direct purchase, an employee may use their District credit card or may charge the purchase of a pair of protective footwear at a District-approved vendor to purchase, up to the amount of \$200, including tax. The vendor will directly bill the District and be paid directly by the District.

ARTICLE V – WORKPLACE POLICIES AND PROCEDURES

3.5.100 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the District expects employees to follow rules of conduct that will protect the interests and safety of all employees, the District, and its customers. It is expected that all District employees shall render the best possible service to the District's customers and that such service shall reflect credit on the District. High standards of conduct are essential. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The absence of any particular conduct here does not mean that the employee will not be disciplined for such behavior. The following are only some of the examples of infractions of the work rules of conduct that may result in disciplinary action, up to and including termination from employment.

The term "unacceptable conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties which brings discredit to the District or which affects the employee's ability to perform the employee's official duties, or any improper use of the position as an employee for personal advantage. Improper conduct may be cause for disciplinary action, including termination. Improper conduct includes, but is not limited to, the following list of work rule examples:

- a) Sexual or other harassment, bullying, retaliation or discrimination of any kind, or bullying of another employee or anyone else affiliated with the District, such as vendors and customers.
- b) Excessive absenteeism, even if excused, and any unexcused absence.
- c) Failing to timely report one's absence in accordance with the District's call-in/absence reporting procedures.
- d) Absence without approval or failure to report after approved absence has expired or after such absence has been disapproved, revoked, or canceled.
- e) Possession, distribution, sale, use, or being under the influence of alcoholic beverages, marijuana, or illegal drugs or controlled substances, or marijuana or prescription or over the counter medication that impairs the employee's mental or physical processes, while on District property, while on duty, or while operating a District vehicle or a vehicle on District business.
- f) Possession or use of dangerous or unauthorized materials, such as weapons, explosives, firearms, or other similar items, while on District property, while on duty, or while operating a vehicle leased or owned by the District.
- g) Improper or unauthorized use of or willful damage to or misappropriation of property or supplies that belong to or are in the possession of the District, another employee, or a customer or visitor.
- h) Furnishing false or misleading information or falsifying information in or making material omissions in any District or other documents or records, including laboratory results.
- i) Acceptance by an employee of any bribe, gratuity, kickback, or other item of significant

value.

- j) Failure to obtain and maintain a current license or certificate that is a condition of employment.
- k) The violation of any Federal, State or local law, ordinance, or regulation.
- l) Insubordination, including unjustified failure or, subject to applicable law, refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor.
- m) Inefficiency, incompetence, carelessness, negligence, or other unsatisfactory job performance.
- n) Endangering the safety of or causing injury to the employee, other employees or members of the public through carelessness, inattention or deliberate act or omission.
- o) Failing to observe safety rules and regulations, including failing to wear safety equipment as directed.
- p) Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of District property.
- q) Claim of sick leave under false pretense or misuse of sick leave.
- r) Theft or unauthorized removal or possession of property from the District, other employees or anyone on District property.
- s) Violation of written departmental procedures, rules, policies, or District Regulations.
- t) Any action which reflects discredit on the District or is a direct hindrance to the effective performance of District functions.
- u) Altering, falsifying or destroying any timekeeping record, completing another employee's time card, or allowing another employee to complete the employee's time card.
- v) Leaving the employee's designated work site or the employee's job during working hours without notifying their immediate supervisor (except for meal and rest breaks), or failing to report to work when required.
- w) Threatening, intimidating, or coercing any other employee, customer or member of the public.
- x) Outside work which creates a conflict of interest with District work, causes discredit to the District, or detracts from the efficiency of the employee in the employee's District work.
- y) Conviction of a crime, based upon the nature of the offense and its relevance to the position. Engaging in criminal conduct whether or not related to job performance.
- z) Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized creation or use of duplication of keys.
- aa) Unauthorized use of telephones, mail, email, internet, vehicles or other District owned equipment.

bb) Smoking or vaping in prohibited areas.

cc) Any violation of these policies or of any policy, practice, instruction or directive put in place or required by District management at any time.

3.5.200 DISCIPLINARY ACTIONS

The purpose of this policy is to state the District's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace.

The District's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. When necessary, discipline may include removing an employee from a job position where that employee is not performing satisfactorily.

Progressive discipline means that, with respect to most disciplinary problems, any or all of the actions outlined in this section will normally be followed. These steps may be bypassed, repeated, or taken out of order in the District's sole discretion. The District recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or in extreme situations, termination of employment, without going through the usual progressive discipline steps. There may also be circumstances where continued violations of policy may warrant more serious action even where the most recent incident itself is less serious. Therefore, notwithstanding this policy, the District reserves the right to use any of the disciplinary steps outlined below at any time, in any order, and for any purpose as needed.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules section (3.5.100) includes examples of problems that may result in immediate suspension or termination of employment.

Disciplinary actions may include (but do not have to include) the following, in any order:

a) Verbal Warning

An employee's supervisor may verbally communicate to the employee the specific deficiency or problem observed. This verbal counseling shall also specify what corrective action or behavior is necessary to meet a satisfactory level of performance and any necessary follow-up to verify compliance.

A note or memorandum detailing the problem and warning given may be placed in the employee's personnel file. Prior warnings should be referenced when applicable. An employee's failure to correct deficiencies and to improve to meet District standards may result in further progressive disciplinary action.

b) Written Warning

An employee's supervisor may issue a formal written warning to the employee. The written warning shall document the observed problem or unacceptable conduct and shall clearly state how applicable standards or requirements have not been met. Prior warnings shall be referenced, when applicable. The written warning shall also detail corrective actions necessary to achieve compliance and/or improve performance in the workplace.

The written warning shall be delivered to the employee in person and the supervisor should discuss its contents and give the employee an opportunity to explain the situation from the employee's perspective. The written warning should indicate that an

employee's failure to correct deficiencies and to improve to meet District standards may result in further, progressive disciplinary action.

The supervisor should sign and date the written warning and request that the employee sign and date the document. An employee's signing a written warning does not indicate agreement with the contents, it only acknowledges receipt of the written reprimand. If the employee refuses to sign the warning, the supervisor shall indicate this on the written warning and provide a copy to the employee. The written warning should be placed in the employee's personnel file. The employee does not have the right to alter the written warning, but may provide an additional written response if desired, which shall also be placed in the employee's personnel file.

c) Suspension

When an action or behavior by an employee warrants a disciplinary response beyond a written warning, or when prior written warning(s) was not effective in achieving compliance, an employee may be suspended.

The employee's immediate supervisor may authorize suspension with pay in an emergency situation or when the seriousness of the matter warrants. Generally, the supervisor should consult with the General Manager to ensure that all procedures meet legal requirements prior to suspending an employee.

The General Manager may suspend an employee immediately and without pay. Appropriate disciplinary procedures must follow. Notice of a suspension or proposed suspension will be provided to the employee in writing. The notice shall document the observed violation, problem or unacceptable conduct and shall clearly state how applicable standards or requirements have not been met. It shall state the effective date of the suspension and the date and time when the employee may return to work. The notice shall also indicate the employee's right to appeal the action.

If a proposed suspension is for more than five (5) days, a formal suspension review will be held prior to the effective date of the suspension, unless circumstances warrant an immediate suspension. If immediate suspension is warranted, the employee will be placed on administrative leave with pay pending formal suspension review. Written notices of the proposed suspension, the rules that have been violated, copies of any relevant documentation, and an opportunity to respond in writing or verbally within a reasonable time period shall be provided to the employee. The suspension review will be attended by the employee, the suspending supervisor, and the General Manager. The review will take place regardless of whether the employee chooses to participate. Decisions will be rendered by the General Manager in writing to the employee. The General Manager, after conferring with the employee, has the opportunity to uphold, increase, reduce or modify the recommended action based on the General Manager's investigation into the matter.

No employee shall be suspended without pay for more than thirty (30) calendar days in any consecutive twelve (12)-month period. If greater discipline is warranted, the employee will instead be terminated.

d) Disciplinary Probation

The General Manager, when appropriate, may place an employee on probation for cause as a disciplinary action. The probationary period should be fixed in length and should set forth concrete requirements and/or objectives that the disciplined employee must achieve by specific dates. At a minimum, recurring probationary review meetings as often as needed should be held between the supervisor and the employee to review

compliance.

The initial notice of disciplinary probation and compliance documentation generated during the probationary period should be placed in the employee's personnel file. An employee's failure to correct deficiencies and to comply with the terms of the probation will result in further, progressive disciplinary action up to and including termination. The employee may not alter the written document, but may submit a written response if desired, which shall also be placed in the employee's personnel file.

e) Demotion

The General Manager, when appropriate, may demote an employee for cause as a disciplinary action. Written notice of the proposed demotion, the rules that have been violated, copies of any relevant documentation, and an opportunity to respond in writing or verbally within a reasonable time period shall be provided to the employee. The notice shall document the observed violation, problem or unacceptable conduct and shall clearly state how applicable standards or requirements have not been met. It shall state the effective date of the demotion and the position, including salary range and step that the employee is being demoted to. The notice shall also indicate the employee's right to appeal the action.

The notice of demotion, together with a Personnel Action form implementing the change, shall be placed in the employee's personnel file. The employee may not alter the written document, but may submit a written response if desired, which shall also be placed in the employee's personnel file.

f) Dismissal

An employee may be dismissed for cause at any time by the General Manager. When progressive disciplinary procedures prove ineffective, or when an employee's action or behavior warrants it, supervisory staff and/or the General Manager may recommend termination of an employee. Prior to termination, the employee shall be notified in writing of the intent to terminate.

Written notice of termination shall provide a detailed explanation of the reasons and/or justification for the termination and the proposed effective date of the action. An employee subject to dismissal shall be entitled to copies of all relevant documents. The employee may not alter the written documents, but may submit a written response if desired, which shall also be placed in the employee's personnel file.

The notice shall state the employee's right to appeal the decision in accordance with established appeal procedures. If no appeal is filed, the termination will be effective on the date indicated.

The District, in its discretion, may place the employee on a paid or unpaid administrative leave pending an appeal hearing. After the appeal process is completed, the General Manager will advise the employee in writing of the decision regarding the termination.

If terminated, on the last day of employment, the employee shall return all District-owned property, including keys, uniforms, ID badge, cellular phones and other items, to their immediate supervisor. The employee shall receive the final paycheck on the last day of employment, or if requested, it shall be sent to the employee by certified mail.

3.5.210 Disciplinary Action Appeal Procedures

All full-time employees of the District are subject to the progressive disciplinary procedures outlined in Section 3.5.200, except the General Manager, who shall be

disciplined by the Board when and if necessary in whatever manner the Board deems appropriate.

Disciplined employees have the right to appeal certain disciplinary actions. The following appeal and/or response procedures relate exclusively to disciplinary action(s) taken against an employee and appeal by the employee to such action. These procedures are unrelated to the general Grievance Procedures outlined in Section 3.5.300.

When an employee wishes to appeal a disciplinary action, the supervisor or manager handling the pre-discipline procedure should not be the same person who initiated the discipline, and should not be the same person who handled the appeal/review process.

Employee – Opportunity to Respond in Writing

For all disciplinary actions other than a verbal warning, employees shall be provided an opportunity to refute the charges, present any explanation or justification for the alleged misconduct, or to offer alternatives to the proposed action in order to avoid erroneous or inappropriate disciplinary action. The written notice to the employee shall state that the employee will be given the opportunity to respond in writing. If the employee does not respond within the given period of time, or any authorized extension thereof, the action will be considered final. Any written response presented by an employee will be placed in the employee's personnel file. The District reserves the right to impose the intended disciplinary action in its sole discretion, notwithstanding an employee's appeal or other response.

Informal Oral Appeal

If an employee desires an opportunity to respond orally to any disciplinary action other than a verbal warning, the employee should notify the employee's supervisor and request an informal oral appeal meeting within three (3) days of the date of the disciplinary action. An informal meeting will be held at which time the employee will have the opportunity to present the employee's rebuttal to the charges or to state any mitigating circumstances. As appropriate, the employee's supervisor or the General Manager will hear and consider the employee's response. Written notice of any determination or decision made will be provided to the employee within a reasonable time period following the informal oral appeal meeting. The notice of final action shall be delivered to the employee and a copy filed in the employee's personnel file before the effective date of the final decision. The District reserves the right to impose the intended disciplinary action in its sole discretion, notwithstanding an employee's appeal or other response.

Formal Appeal Hearing

Employees who wish to request a formal appeal hearing after being apprised of the District's intent to suspend, demote or terminate their employment, must deliver written notice of their desire for a hearing to the District's General Manager before the later of (a) five business days after the date the General Manager provides a response to an informal oral appeal, or (b) seven (7) business days after the date the employee receives notice of the District's intent to demote, suspend or terminate the employee.

The Formal Appeal Hearing shall be held before and adjudicated by the District Board of Directors' Personnel Committee or another panel of Directors assigned

by the Board President, when appropriate. The hearing shall be held within a reasonable period of time after receipt of the employee's request for hearing.

The Formal Appeal Hearing may be recorded on audiotape or videotape. The District and the employee may be represented by legal counsel or another person of their choice at the hearing, if desired. Both the District and the employee will be given an opportunity to present their case and any supporting evidence to the adjudication panel. The panel members may query either party as necessary to obtain information necessary to render a decision. The hearing need not be conducted according to technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. The panel members shall be fair and impartial in their review of the appeal.

Within a reasonable time period, the employee shall be notified in writing of the outcome of the Formal Appeal Hearing. The notice of final action shall be delivered to the employee and a copy filed in the employee's personnel file before the effective date of the final decision.

Retribution For Appeal

No employee shall be penalized in any way for using or participating in the appeal process.

3.5.300 EMPLOYEE GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure is to:

- a) Afford employees a systematic means of obtaining consideration of concerns or problems not related specifically to employee disciplinary actions.
- b) Allow grievances to be settled as near as possible to the point of origin.
- c) Allow that appeals be conducted as informally and rapidly as possible.

Any alleged violation of these regulations, any alleged improper treatment of an employee, or any decision affecting an employee's employment other than termination is considered to be a matter subject to review through the grievance procedure.

The District is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response for the District supervisors and management.

The District strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the District in a reasonable, business-like manner, or for using the grievance procedure.

Step One. An attempt should be made by the employee to resolve all grievances on an informal basis with the employee's immediate supervisor. It is the responsibility of the employee to initiate this process within five (5) calendar days of the date when the aggrieved action or incident became known to the employee. The employee must state that the request is via the grievance procedure. Written response from the supervisor is

required within ten (10) calendar days.

Step Two. If the grievance is not satisfactorily resolved at the first step, the employee should submit the grievance in writing to the General Manager within ten (10) calendar days after the supervisor's written decision is received. The General Manager shall speak with the employee to obtain a better understanding of the grievance. The General Manager will deliver any answer in writing to the employee within a reasonable time period after submission of the grievance to the General Manager.

Step Three. If the grievance is not satisfactorily resolved at the second step, the employee must submit the grievance in writing to the Board of Directors or its committee within ten (10) calendar days after the General Manager's answer is received. The Board of Directors or its committee shall render a decision in writing to the employee within a reasonable time period after the next regularly scheduled Board or committee meeting.

Extension of Time Limits. Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned, or in the sole discretion of the District where business needs demand additional time.

Assistance in Preparing Appeal. The employee may request the assistance of another person of the employee's own choosing in preparing and presenting an appeal to any level of review outside of work hours.

3.5.400 POLICIES AGAINST HARASSMENT, SEXUAL HARASSMENT AND WORKPLACE VIOLENCE

3.5.410 Policy Against Harassment in General

The District is committed to providing a work environment that is free of harassment, discrimination or other wrongful conduct. Harassment of any kind is improper, immoral, may be unlawful, and absolutely will not be tolerated within the District. In keeping with this commitment, the District maintains a strict policy prohibiting harassment on any basis, including but not limited to, race (including protective hairstyles and hair texture), religion (including religious belief, observance, dress or grooming practices), creed, color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age (40 years or over), sexual orientation, gender, gender identification and expression, transgender status, transitioning employees, physical or mental disability, medical condition (including cancer), genetic characteristics, genetic information, family care, reproductive health decision-making, marital status, registered domestic partner status, enrollment in any public assistance program, status as military, or as a veteran or as a qualified disabled veteran, status as an unpaid intern or volunteer, ancestry, citizenship, national origin, protected medical leaves (including a request for or approval of leave under applicable leave of absence laws), domestic violence victim status, political affiliation, or any other classification protected by law ("Protected Characteristics"). We also prohibit harassment based on the perception that anyone has any of those Protected Characteristics, or is associated with a person who has or is perceived as having any of those Protected Characteristics. This policy prohibits harassment in any form, including verbal, physical and visual harassment.

For purposes of national origin harassment, improper and unlawful conduct

includes, but is not limited to, harassment based upon an employee's, volunteer's, intern's, or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group, possessing a driver's license issued under Vehicle Code § 12801.9, or any other characteristic protected by law.

Any employee, volunteer, intern or independent contractor hired by the District who believes they has been harassed, discriminated or retaliated against, or bullied by a co-worker, supervisor, customer, agent or supplier of the District, or any other person performing services for or conducting business with the District, should promptly report the facts of the incident or incidents and the names of the individuals involved to the General Manager, the Operations Manager or to the reporting individual's immediate supervisor. Supervisors are required by law and District policy to report any incidents or complaints of harassment, discrimination or retaliation no matter how small, to the General Manager or the Operations Manager. If the complaint is against the General Manager, the employee or supervisor may report the complaint to the Board of Directors.

Employees are encouraged to report conduct that they believe may be prohibited discrimination, harassment, bullying or retaliation (or that, if left unchecked, may rise to the level of prohibited discrimination, harassment, bullying or retaliation), even if they are not sure that the conduct violates District policy.

The District will fairly, promptly and thoroughly investigate all such claims and take appropriate corrective action to resolve the complaint if necessary. Anonymous complaints must also be investigated. All personnel must fully cooperate in the investigation process. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. The investigation will be conducted internally or externally by an impartial and qualified investigator. The investigation process will be documented and tracked for reasonable progress to ensure a timely resolution. Although the District cannot promise complete confidentiality, the District will maintain confidentiality to the extent permitted by law and will be as discreet as possible throughout the investigation process. All personnel must fully cooperate in the investigation process. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. If we determine that harassment, bullying, discrimination or retaliation has occurred, we will take appropriate remedial action to prevent future instances of wrongful conduct and to resolve the complaint in light of the circumstances involved. The District will generally inform the complainant and the accused of the results of the investigation and any remedial action taken.

The District will not tolerate or permit retaliation against any employee or independent contractor because that person has raised a complaint or participated in an investigation of harassment, discrimination, retaliation or bullying. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in

investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Employees, volunteers, interns or independent contractors engaging in retaliation against another individual will be subject to disciplinary action, up to and including termination. If an employee or independent contractor has any questions concerning this policy, the employee should contact the General Manager.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

3.5.420 Policy Against Sexual Harassment

The District is committed to providing a work environment that is free of sexual harassment. Sexual harassment is improper, immoral, unlawful, and absolutely will not be tolerated within the District. Any employee, intern, volunteer or independent contractor hired by the District who believes they have been harassed in their work or who perceives any behavior that they believe constitutes sexual harassment toward another employee, must immediately report the incident to the General Manager, the Operations Manager, or the reporting individual's immediate supervisor, so that the matter can be promptly investigated. Supervisors are required by law and by District policy to immediately report any incidents or complaints of harassment, no matter how small, to the General Manager or the Operations Manager.

California and federal laws define sexual harassment as unwanted sexual advances, or unwanted visual, verbal or physical conduct of a sexual nature. Such offensive behavior includes, but is not limited to, the following:

- a) Unwanted sexual advances, including propositioning, or repeatedly asking someone out for a date after it is clear that the person is not interested.
- b) Explicitly or implicitly offering employment benefits in exchange for sexual favors.
- c) Making or threatening reprisals after a negative response to sexual advances.
- d) Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects, pictures, cartoons or posters, suggestive or obscene letters, notes or invitations.
- e) Verbal conduct: making or using derogatory comments, epithets, slurs or jokes; making sexually-based remarks about another's or one's own body.
- f) Physical conduct: touching, assault, impeding or blocking movement.

Sexual harassment need not be motivated by sexual desire. Sexually harassing conduct may occur between members of the same sex or gender as well as those of differing sexes or genders. Sexual harassment may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Any employee, volunteer, intern, or independent contractor who is reasonably believed to have engaged in sexual harassment will face disciplinary action as deemed appropriate by the District, up to and including termination from employment.

The District will immediately investigate all such claims and take appropriate corrective action if necessary. The District will generally inform the complainant and the accused of the results of the investigation and any remedial action taken.

The District will not tolerate or permit retaliation against any employee or independent contractor because that person has raised a complaint or participated in an investigation of harassment. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Employees, volunteers, interns, or independent contractors engaging in retaliation against another individual will be subject to disciplinary action, up to and including termination. If an employee, intern, volunteer or independent contractor has any questions concerning this policy, that person should contact the General Manager.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

3.5.430 Policy Prohibiting ~~Gossip, Bullying, Abusive Conduct or Communications~~

Bullying, malicious gossip, ~~profanity~~, abusive conduct and ~~negative comments are destructive to the District's culture, create false rumors, abusive communications~~ disrupt workplace operations, interfere with others' privacy and hurt other people. Employees You may not bully, ~~gossip, or~~ engage in malicious gossip, abusive conduct or ~~make unnecessary, profane or disrespectful comments~~ communications about other employees of ~~the our~~ District.

Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious.

This policy extends to conduct with a connection to your work, even when the conduct takes place away from our premises, such as a business trip or business-related social function. This rule is intended to protect our employees from all forms of abusive behavior in the workplace. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination.

3.5.440 Policy Prohibiting Workplace Violence

The District has adopted this zero tolerance policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment and/or coercion that involve or affect the District or that occur on District property will not be tolerated.

Acts or threats of violence include conduct that creates a hostile, abusive or intimidating work environment for one or more District employees. Examples of

workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on District premises, regardless of the relationship between the District and the parties involved in the incident.
- All threats or acts of violence occurring off the District premises involving someone who is acting in the capacity of a representative of the District.
- All threats or acts of violence occurring off the District premises involving an employee of the District if the threats or acts affect the legitimate interests of the District.
- All threats of acts of violence resulting in the conviction of an employee or agent of the District, or of an individual performing services for the District on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence, which adversely affect the legitimate interests of the District.

Specific examples of conduct that may be considered threats or acts of violence include the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or the individual's family, friends, associates or property.
- The intentional destruction or threat of destruction of District property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.

The District's prohibition against threats and acts of violence applies to all persons involved in the District's operation, including but not limited to District personnel, contract and temporary workers and anyone else on District property. Violations of this policy by any individual on District property, by any individual acting off of District property when the individual's actions affect the District business interests will lead to disciplinary action and/or legal action as appropriate and will not be tolerated. In emergency situations dial 911.

[Effective July 1, 2024, please see the District's IIPP, which is separately issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.](#)

3.5.450 Reporting and Investigation

Every employee and every person on District property is encouraged to report incidents or threats or acts of harassment, sexual harassment, discrimination, retaliation, bullying or workplace violence of which the employee is aware. The report should be made to the General Manager, the Operations Manager, or the reporting individual's immediate supervisor. The complaint will be promptly investigated and the victim and the accused will be generally advised of the results. Anonymous complaints must also be investigated. Nothing in this policy alters any other reporting obligation established in District policies or in state, federal or other applicable law.

Employees may also report complaints of harassment, discrimination or retaliation to the Equal Employment Opportunity Commission (federal EEOC office) or the California Civil Rights Department (state CRD office). The nearest agency office may be found on the internet or through Directory Assistance. The District has also provided you with a copy of the CRD Brochure on Sexual Harassment.

3.5.500 WORKPLACE SAFETY PROGRAM

3.5.510 Injury and Illness Prevention Program (IIPP)

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the District has established an Injury and Illness Prevention Program (IIPP). This program is a top priority for the District. The General Manager or that person's designee has responsibility for implementing, administering, monitoring, and evaluating the IIPP safety program. Every employee is responsible for safety.

To achieve the goal of providing a completely safe work place, everyone must be safety-conscious. Each employee is expected to obey safety rules and to exercise caution in all work activities. Any unsafe or hazardous condition should be reported immediately to a supervisor, the General Manager, or written designee. Every effort will be made to remedy problems as quickly as possible. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment. A copy of the IIPP may be obtained from the General Manager or the Operations Manager.

Safety Data Sheets (SDS) are available for inspection. Employees must follow all labeling requirements. [The IIPP also contains sections covering our COVID-19 Prevention Plan, our Heat Illness Prevention Plan and, effective July 1, 2024, our Workplace Violence Prevention Plan.](#) Employees who have questions about this policy should direct those questions to the District Administrator.

3.5.515 Communicable Disease Prevention

The District is dedicated to doing its part to protect the health and safety of applicants, employees, interns, customers, vendors and others associated with our business. As part of this commitment, the District at times must make difficult decisions involving persons who have been, or who are believed to have a communicable disease. Communicable diseases include sicknesses like, Coronavirus (COVID-19), influenza, measles, Severe Acute Respiratory Syndrome (SARS), tuberculosis, or others identified by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO) or similar government agencies or civil authorities. Because safety and health can be severely compromised if an employee contracts a communicable disease and then has any contact with co-workers, interns, customers, vendors or others associated with our business, the District takes communicable disease situations very seriously in all cases.

When facing a communicable disease situation becomes necessary, the District is also committed to engaging in an interactive process with the affected person and medical professionals to ensure that all decisions are made based on current and

well-informed medical judgments; while taking into account important considerations like, the risks of transmitting the illness to others, the symptoms or special circumstances of an individual situation. Please rest assured that we will not discriminate against any job applicant or employee based on the individual having a communicable disease.

If you have a communicable disease, or you develop symptoms that you believe may be related to a communicable disease, please immediately notify the General Manager so that we can appropriately address the situation with you confidentially. The District will comply with all laws and regulations, and we will follow the best practices outlined by the CDC, the WHO and civil authorities, as well as make every reasonable effort to protect the privacy of any persons who have a communicable disease.

Depending on the circumstances, and in accordance with applicable law, the District reserves the right to exclude a person with a communicable disease from the workplace, based on a medical determination, that such restriction is necessary to either protect the person with the communicable disease, or the health and safety of other employees or our customers. We may also require a fitness for duty examination where medically necessary or allowed by law. As well, we reserve the right to require a medical certification from a medical provider indicating that the person is no longer contagious, before that person will be allowed to return to the workplace. Other legally appropriate actions may also be taken in order to prevent any direct threat to the health and safety of any person in this regard.

3.5.520 Protective Footwear Program

Federal Regulation, 29 CFR 1910.136(a), requires that each affected employee shall wear protective footwear when working in areas where there is danger of foot injuries..." This regulation uses the American National Standards Institute (ANSI) standard for personal protection protective footwear.

Within 30 days of enactment of this policy, employees currently employed by the District that are designated to wear protective footwear shall be required to wear such footwear. The failure to obtain and wear required protective footwear shall result in a suspension without pay until such footwear is obtained. Continued violations of this policy shall result in disciplinary action up to and including termination.

The Operations Manager or written designee shall identify each position that is affected by the Protective Footwear Program. The employee that is employed in a position affected shall be notified in writing of the requirement to wear protective footwear and the program requirements. The employee shall acknowledge the employee's understanding of these requirements. A copy of this notification/acknowledgment shall be placed in the employee's personnel file. Employees who violate these requirements will be subject to the District's progressive discipline policy, up to and including termination.

Approved footwear will have the current American National Standards Institute (ANSI) identification code legibly printed, stamped, or stitched on at least one shoe of the protective footwear.

It is the responsibility of the employee to maintain the footwear in a serviceable

and safe condition. Flopping soles, separated uppers, etc. are unacceptable conditions. The Operations Manager or designee shall have the authority to determine the serviceability of the footwear and required replacement. If it is determined that the footwear is unserviceable, the employee may be sent home without pay until the deficiency is corrected.

Due to health reasons, all District purchased protective footwear shall not be worn outside of the workplace or working environment.

See section 3.4.690 (Other Employee Benefits) for purchase/reimbursement procedures.

3.5.525 Inclement Weather and Emergency Conditions

The District makes every effort to remain open during most periods of inclement weather. In extraordinary circumstances of severe inclement weather, or in the event of a natural disaster such as a pandemic, earthquake, fire, or an explosion, the District may be closed if our facilities are damaged, the highways or roads leading to the District are damaged or closed, or the civic authorities require closure. If this occurs, the District will make every effort to communicate with you in a timely manner regarding the closure. You may also reach out to your supervisor for instructions and information. As well, you are encouraged to monitor radio and television broadcasts regarding the inclement weather or disaster to monitor the situation. Pay issues will be evaluated on a case-by-case basis depending on the circumstances and in compliance with applicable law.

If the inclement weather or a natural disaster prevents you from safely traveling to or from work, contact your supervisor as soon as possible under the circumstances for instructions. For further information about what to do in emergency situations, please refer to the District's IIPP, or our general emergency procedure information, which can be obtained from the General Manager.

3.5.600 VEHICLE USE POLICY

An employee required by job description or other job requirements to drive a District vehicle must have a valid California Driver License in the employee's possession, and meet the driving standards contained in the California Vehicle Code regulations. Failure to do so could be grounds for termination if driving a vehicle is required by the position.

While employed in such jobs requiring driving a District vehicle, the employee must be insurable with CSRMA or other current insurance carrier at the standard rate. The following minimum driving eligibility standards will apply:

- a) Employees must possess a valid California's Driver License to legally operate the class of vehicle(s) they operate in their employment.
- b) Employees accumulating three (3) violation points as valued and enumerated on the Department of Motor Vehicles Negligent Operator Count Sheet DL551 (Rev. 2/90) within the last three (3) years, will be considered in a warning status and will be required to attend a defensive driving class. Department of Motor Vehicle reports will be made quarterly on all employees classified in a warning status. It is the employee's

responsibility to notify the General Manager within five (5) working days of receiving a total of three (3) points from the Department of Motor Vehicles.

- c) Employees accumulating six (6) violation points as valued and enumerated on the Department of Motor Vehicles Negligent Operator Count Sheet within the last three (3) years, will be excluded from the pooled layer of automobile liability coverage and will, therefore, be considered to be uninsurable at the standard rate. In this circumstance, if driving is an essential function of the employee's position, the employee will be terminated.
- d) The provisions of Items 2 and 3 (above) will apply regardless of whether the negligent driving which resulted in acquiring the violation points was or was not in the course of employment.

The District reserves the right to recommend defensive driving classes or any other preventive training classes to any employee it deems necessary for safety considerations.

Employees failing to meet the requirements of Items 1 or 3 (above) of the Minimum Eligibility Standards will be excluded from the CSRMA pooled auto liability coverage until such time as they meet at least that standard. Subject to applicable law, employees may also be subject to loss of employment for failure to meet the requirements of their position.

Employees are required to use seat belts while driving or riding in District vehicles, as required by California State law. If a District vehicle is involved in an accident, the employee must immediately request police assistance, obtain a police report, file an accident/damage report, obtain a copy of the Accident/Police Report if available, and forward a copy to the General Manager.

Employees assigned District vehicles (e.g. for standby duty purposes) may not use the vehicle for personal purposes without permission from the General Manager. De minimis use of District vehicles, which includes stopping for personal errands and similar activities on the way between a District related activity and the employee's home, is allowed under this policy. Employees may transport other individuals, including family members and carpool participants, when doing so falls within the general de minimis use criteria. All passengers shall use seat belts and children shall be secured in child restraint seats in accordance with State law. The District vehicle shall be driven by the employee only and no other person.

When an employee is driving a District vehicle, whether on or off the job, the employee is representing the agency. As such, employees are expected to drive in a courteous and legal manner at all times and must avoid situations or actions that may place the District in a negative light. Complaints from the public regarding an employee's driving activities will result in discipline up to and including termination.

If an employee is involved in an accident in a District vehicle during personal business or any other time, the District designated insurance agent would become the primary coverage source. An employee's personal automobile insurance provider(s) will be informed of the accident and may be asked to contribute to coverage where necessary.

Generally, the District provides vehicles for employees to use while conducting District business. On occasion, employees may use their own vehicles on official District business and will be reimbursed, at a rate established by the Internal Revenue Service (IRS), for mileage driven on official District business.

District vehicles are the property of the agency and the District may utilize GPS (global positioning system) based monitoring systems or other means, electronic or otherwise, to

monitor the location, speed and direction of travel, or other conditions for any or all District vehicles. Employees are strictly prohibited from interfering with or disabling the GPS function on any vehicle. Employees should not expect any right of privacy with regard to their activities or location when using any District vehicle.

3.5.700 OTHER CARPINTERIA SANITARY DISTRICT POLICIES

3.5.710 Smoking Policy

California (Chapter 310, Statutes of 1994) and the City of Carpinteria (CMC, Chapter 8.52) have enacted laws prohibiting smoking in all enclosed places of employment. The interpretation of the law's provisions are very clear and therefore, the following rules are established to comply with California Law for a Smoke-free Workplace. In addition, certain District owned outdoor areas as well as work tasks are to be considered smoke free.

Designated Non-Smoking Areas and Tasks. Smoking (including "e-cigarettes" or vaporizers) or the use of tobacco is prohibited inside all District owned and operated facilities, vehicles and buildings as well as during specific employee tasks. Examples include but are not limited to:

- Administration Building
- Plant Operations Building
- Aerobic Digester Tanks
- Chemical Buildings
- Storage/Warehouse Buildings
- Sludge Dewatering Building
- Lift Station Buildings
- Confined Spaces (permitted and non-permitted)
- District vehicles
- The aeration/clarifier deck
- On the digester tank roofs
- During the performance of all outdoor operation and maintenance activities

Designated Smoking Areas. The following areas have been designated as smoking areas, as long as a non-smoking employee/member of the public is not present.

Outdoors and more than a 25 foot perimeter of the above named enclosed facilities. However, employees may not smoke near the entrance of the District office buildings.

- Designated smoking area between the WWTP maintenance building and storage building.

General Rules

1. All smoking materials are to be disposed in ashtrays only. Ashtrays will be provided in outdoor areas and all smoking materials must be extinguished prior to entering a 25 foot perimeter to any building or facility. Emptying of all ashtrays is the sole responsibility of the user.
2. A designated smoking area will be considered a “smoke free area” when a non-smoking employee is present.
3. Employees visiting public sites or customer locations must observe the no-smoking rules there.
4. The above designated smoking areas have been established with the agreement of the District employees and are subject to change at any time.

3.5.720 Substance Use and Abuse Policy

The Carpinteria Sanitary District has always maintained a strong commitment to provide a safe, efficient, and productive work environment. The District also desires to promote efficiency in the workplace and to provide the highest quality services. In keeping with this commitment, the District has developed the following policy regarding substance abuse. The District has a Department of Transportation Substance Abuse and Alcohol Testing policy for Safety Sensitive Positions. A copy of this policy may be obtained from the District Administrator.

1. Employees are expected and required to report to work on time, free of any evidence of mental or physical impairment that may be attributed to the abuse of drugs, marijuana or alcohol.
2. Employees must not unlawfully manufacture, possess, distribute, dispense, transfer, purchase, use, furnish, sell, or offer alcohol, marijuana, illegal drugs or other controlled substances while on the District’s property, while on duty, while on on-call status, or while operating a vehicle or other equipment owned or leased by the District. Employees who violate this policy are subject to disciplinary action up to and including the possibility of immediate termination of employment.
3. Possession or use of marijuana remains unlawful under federal law. Although California has legalized marijuana for medicinal and recreational purposes, and the District does not discriminate or retaliate against employees based on their use of cannabis while off-duty and away from the workplace, the District is not required to allow the possession, use or being under the influence of medicinal or recreational ~~use of~~ marijuana in the workplace. Using Possessing, using or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including termination. discharge.
- 3.4. A California Medical Marijuana Identification Card is not sufficient to overcome these prohibitions. ~~Employees that~~ If you have a medical issue for which ~~ayour~~ your doctor wants to prescribe marijuana, for use during work hours or while performing any work for the District, you must bring this to ~~the District’sour~~ the District’s attention and ~~the Districtwe~~ we will work with ~~the employeeyou~~ you to consider any available leave of absence or allow ~~the employeeyou~~ you to find

another treatment method that does not cause ~~the employee you~~ to be under the influence of marijuana during work hours or while workingperforming any work for the District.- We will not accommodate an employee who has already violated this policy and is now subject to disciplinary action.

~~4.5.~~ 4.5. With the exception of marijuana, use of prescribed medications and drugs in accordance with physician's instructions is not a violation of this policy, as long as the medications or drugs do not interfere with the safe and effective performance of duties. Employees under the influence of prescribed medication and drugs which might impair the employees' performance must report such use to their supervisors, and may not operate District machinery, equipment or vehicles while impaired.

~~5.6.~~ 5.6. Employees who engage in off-the-job or off-premises alcohol, marijuana or illegal drug activity that impairs their work performance, causes damage to District or public property, jeopardizes their own safety or that of co-workers, or the general public, will also be subject to disciplinary action up to and including termination of employment.

~~6.7.~~ 6.7. In order to enforce this policy, the District reserves the right to conduct searches of District property or employees suspected of substance abuse and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

8. For those employees who work in safety sensitive positions, subject to Federal regulations and requirements, your off-duty use of cannabis is not protected by law for employment purposes. Therefore, the District will test for any presence of cannabis and not merely for impairment. For our other employees, we will use only impairment tests to test for marijuana. These tests measure an individual employee against their own baseline performance and identify the presence of tetrahydrocannabinol ("THC"). We will not ask to test for non-psychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids, nor will the presence of such metabolites result in any adverse employment action.

~~7.9.~~ 7.9. The District will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation, as long as those employees voluntarily come forward for assistance and are not already subject to discipline or termination for a violation of this policy. Employees desiring such assistance should request a treatment or rehabilitation leave. If a physician determines an employee is disabled from working because of substance dependency, the employee may be eligible for sick leave and other continuation benefits. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, marijuana or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation but fail to overcome their dependency or problem. Such employees will not automatically be given a second opportunity to seek treatment and/or rehabilitation.

~~8.10.~~ 8.10. Evidence of employees who possess, use, or are involved in furnishing, selling, or offering marijuana or illegal drugs while on the District's property, while on duty, while on on-call status, or while operating a vehicle or other

equipment that are owned or leased by the District must be reported to the General Manager. Any questionable substance found shall be submitted to the appropriate law enforcement office for testing and will be subject to criminal investigation.

3.5.730 HIPAA (Health Insurance Portability and Accountability Act) Policy Information

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Carpinteria Sanitary District has established internal policies and procedures to follow on how to handle employees' Protected Health Information (PHI). PHI is health information that is held or disclosed by a covered entity that either actually identifies an individual or creates a reasonable basis to believe that the information would identify an individual. The HIPAA privacy regulation also defines the authorized and required users and disclosures of PHI, that is, who can access the information and how the information can be used.

A detailed HIPAA Policies and Procedures manual is available from the District Administrator which defines the administrative procedures, authorizations, business associates, individual rights and training for employees.

3.5.740 Anti-Fraud Policy

The purpose for this District policy is to adopt formal controls which will aid in the detection and prevention of fraud, impropriety or irregularity within the District.

This policy applies to any actual or suspected fraud, impropriety or irregularity involving District employees as well as consultants, vendors, contractors, employees with outside agencies and/or any other parties with a business relationship with the District.

Management personnel shall be responsible for detection and prevention of fraud, improprieties and other irregularities involving District resources. Each member of management shall be familiar with the types of improprieties that might occur within the area of responsibility, and be alert for any indication of irregularity.

Any fraud, impropriety or irregularity that is detected or suspected by any employee must be reported immediately to an immediate supervisor, when possible, and/or the General Manager. The General Manager will coordinate all investigations with District Legal Counsel and the supervisor of the affected work area.

Any fraud, impropriety or irregularity by the General Manager that is detected or suspected must be reported immediately to the President of the Board of Directors. Upon receipt of a credible report of such conduct, the President shall call a meeting of the Board of Directors as soon as legally possible, prior to taking action, unless such conduct requires that immediate action be taken. If such action is taken before a Board meeting is held, a Board meeting shall be held as soon as legally possible thereafter. This policy shall be interpreted consistently with the intent that the full Board shall meet as soon as possible in the event of such a report. All investigations shall be coordinated with District Legal Counsel.

1. Fraud, Improprieties and Irregularities

The terms fraud, improprieties and irregularities refer to, but are not limited to:

- a. Any dishonest or fraudulent act.
- b. Forgery or alteration of any document or account belonging to the District.
- c. Forgery or alteration of a check, bank draft, or any other financial document.
- d. Misappropriation of funds, securities, supplies, or other assets.
- e. Impropriety in the handling or reporting of money or financial transactions.
- f. Profiteering as a result of insider knowledge of District activities.
- g. Disclosing confidential and/or proprietary information to outside parties.
- h. Disclosing to other persons any securities activities engaged in or contemplated by the District.
- i. Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the District.
- j. Destruction, removal or inappropriate use of records, furniture, fixtures, and records, equipment belonging to the District; and/or
- k. Any similar or related irregularity to those specified above.

If there is any question as to whether an action constitutes fraud, contact the General Manager or District Legal Counsel in the event of such action by the General Manager, for guidance.

2. Investigative Responsibilities

The General Manager has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. If the investigation substantiates that fraudulent activities have occurred, the General Manager shall issue a report to the District's Board of Directors.

A decision to refer a matter to the appropriate law enforcement and/or regulatory agency for independent investigation will be made by the Board of Directors.

3. Confidentiality

The Board of Directors, General Manager and the District's Legal Counsel shall maintain the confidentiality of all information received. Any employee who suspects dishonest or fraudulent activity should provide immediate notification as required by this policy and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected dishonest/fraudulent act (see Reporting Procedures).

The results of any investigation shall not be disclosed or discussed with anyone other than those individuals who have a legitimate need to know. This is important in order to both avoid damaging the reputations of persons suspected of misconduct but subsequently found innocent of any wrongdoing, and to protect the District from potential civil liability.

4. Reporting Procedures

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is in progress.

An employee who discovers or suspects fraudulent activity should immediately report in accordance with this policy. All inquiries concerning the activity under investigation from the suspected individual, the individual's attorney or representative, or any other inquirer should be directed to the General Manager or the District's Legal Counsel. No information concerning the status of an investigation will be given to anyone without a legitimate need to know. The proper response to any inquiries should be "I am not at liberty to discuss this matter". Under no circumstances should any reference be made to the allegation, the crime, the fraud, the forgery, the misappropriation, or any other specific reference. The reporting individual should be advised of the following:

- a. Do not contact the suspected individual in an effort to determine facts or demand restitution.
- b. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the District's Legal Counsel or the General Manager.

3.5.800 TELEPHONE, CELL PHONES AND COMPUTER POLICIES

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other local, state or federal laws to engage in concerted protected activity or to use social media platforms to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect District personnel and customers.

3.5.810 Non-Cellular Telephones

The Carpinteria Sanitary District provides telephones for the use of its employees for business-related purposes. The telephone system includes the telephones and a voice mail message system and is the property of the Carpinteria Sanitary District.

Short duration local and long distance personal calls are allowed by the employees. Except in emergency circumstances, personal calls should be made only during rest or meal periods. Employees who make personal long distance calls of an extended duration or international or other toll calls are expected to reimburse the District for the cost of making said call(s). Employees are required to notify the District Administrator when such calls are made and provide the date, time and the phone number dialed. Furthermore, the District will periodically review phone bills and may require employees to reimburse the District for non-business related calls that are not reported in advance. Any employee who violates this policy will be subject to the District's progressive discipline policy, up to and including termination. The District can and will monitor or record telephone calls to or from employees as needed. Employees have no right of privacy in the

use of District equipment, including telephones, computers and voicemail.

As part of the telephone system, the District provides a voice-mail message system. This voice-mail message system is the property of the Carpinteria Sanitary District and therefore the District has the right to monitor and record voice-mail communications to prevent abuse, enforce other policies, and access information if employees are unavailable.

Use of the voice-mail system to harass co-workers or others, or to send anonymous communications, is strictly prohibited. Any employee who violates this policy will be subject to the District's progressive discipline policy, up to and including termination.

3.5.820 Cellular Telephones and Other Personal Communication Devices

Certain employees of the District are provided cellular devices for business related purposes. This includes the General Manager, the Operations Manager, the Treatment Supervisor, the Collection System Supervisor, the employee(s) on Stand-By Duty and others as assigned. The cellular devices are the property of the Carpinteria Sanitary District and shall not be for personal use. Employees must use the District-provided devices solely for District-related purposes. Exceptions may be made at the sole discretion of the General Manager.

Employees may have personal communication devices that are not paid for by the District. The use of any personal communication devices during working hours may present a hazard or distraction to the user and/or other employees. Consequently, personal communication devices may only be used during non-working time, rest and meal periods, or for an emergency during working hours, except where permitted by law. This includes, but is not limited to, cell phone calls, texting, checking emails, web browsing etc. Personal communication devices may not be used for business purposes and will not be reimbursed by the District, unless authorized by the General Manager.

California law prohibits the use of communications devices while driving, except for telephone calls made or received with the use of a "hands-free" device. District cellular phones, personal cellular phones and other personal communication devices may be used while driving a District vehicle or personal vehicle, only as necessary to conduct business and only if the driver uses a "hands-free" device. Employees who use any communications device, whether personal or District-issued, without a hands-free device while driving will be subject to discipline, up to and including termination. Employees who are charged with traffic violations resulting from the use of any cell phone or personal communication device while driving a District vehicle will be solely responsible for all liabilities that result from such actions. Disciplinary action may also result.

Unless specifically required by your job duties, to protect District/client security and employee/client privacy, you may never use camera cell phones to take pictures on District/client property without the prior written approval of the General Manager, except where permitted by law. Additionally, you may never use your cell phone or another device to engage in any form of audio or video recording on District/client premises without the prior written approval of the General Manager and the written consent of the individual to be recorded, except where permitted by law. Nothing in this policy is intended to interfere with the National Labor Relations Act or the California Labor Code.

Any employee who violates this policy will be subject to the District's progressive discipline policy, up to and including termination.

3.5.830 Computer and Related Usage

Computers, computer files, the e-mail system (internal and external), and software furnished to employees are District property intended for business use. Employees should not use a password, access a file, download any materials, or retrieve any stored communication without written authorization from the General Manager. To ensure compliance with this policy, computer, internet and e-mail usage may be monitored. Employees have no right of privacy in the use of District computer equipment, software and internet access.

The District strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the District prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Employees may only use District owned software on local area networks or on multiple machines according to the software license agreement. The District prohibits the illegal duplication of software and its related documentation.

Internet access to global electronic information resources on the World Wide Web is provided by the District to assist employees in obtaining work related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the District and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the District. As such, the District reserves the right to monitor Internet traffic, and retrieve and read any data including email composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

Employees may access the Internet for personal use only during rest and meal

periods. All personal use must comply with the restrictions set forth in this section. The District may monitor internet use to determine compliance with personal use limitations.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by the District in violation of law or District policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, retaliatory, bullying or threatening messages or images;
- Using the organization's time and resources for personal gain;
- Stealing, using, or disclosing someone else's code or password without authorization;
- Sending or posting messages or material that defames the ~~organization's image or reputation~~ District;
- Sending or posting messages that defame ~~or slander the District or~~ other individuals;
- Attempting to break into the computer system of another organization or person;
- Sending or posting chain letters, non-employment-related solicitations, or advertisements not related to business purposes or activities;
- Passing off personal views as representing those of the organization.
- Accessing internet sites that contain illegal or illicit content including pornographic or gambling related sites.

3.5.900 CONFLICT OF INTEREST

The District recognizes the rights of all employees to engage in lawful conduct during non-working hours away from District premises. However, a conflict of interest occurs when the private interests of employees (and their immediate family members) interfere with or prevent an Employee from successfully performing the employee's responsibilities at the District. Employees are expected not to place themselves or the District in a position of conflict and are required to comply with the District's policies. Employees who engage in conduct creating a conflict of interest with the District may be asked to alter or eliminate the activity, or may be subject to discipline up to and including termination. Nothing in this policy is intended to interfere with the employee's lawful off-duty conduct. Engaging in conduct

intended to protect the workplace rights of employees is not considered a conflict of interest. Nothing in this policy is intended to interfere with Section 7 of the National Labor Relations Act or other local, state or federal laws.

ARTICLE VI - DEFINITIONS

1. ANNIVERSARY DATE: The employee's date of hire with the Carpinteria Sanitary District.
2. APPOINTING AUTHORITY: The General Manager, or by delegation, any other person appointed by the General Manager.
3. APPOINTMENT: The employment of a person in a position.
4. CONTINUOUS SERVICE: Employment without break or interruption.
5. DEMOTION: The voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum salary rate.
6. EMPLOYEE: A person occupying a position.
 - a) Full-Time Employee: An employee who is regularly scheduled to work 40 hours on a weekly basis.
 - b) Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours on a weekly basis.
 - c) Introductory Employee: An employee who has an introductory appointment.
 - d) Temporary Employee: A limited duration employee.
7. HOURLY RATE: The amount paid an employee for each hour worked. The hourly rate shall be derived from the current District monthly salary schedules (weekly salary divided by the number of hours regularly scheduled to work).
8. IMMEDIATE FAMILY: For the purposes of these Rules, immediate family includes an employee's mother, father, stepmother, stepfather, spouse, son, stepson, daughter, stepdaughter, or grandchild by birth, foster, or guardian relationship; grandparent or sibling, or registered domestic partner. Immediate family shall also include the foregoing relationships commonly referred to as "in-law." Immediate family is independently defined in certain sections where there are additional laws specific to that section.
9. INTRODUCTORY PERIOD: A trial period during which the District and the employee demonstrate and evaluate the actual performance of the essential duties of the position as well as the employee expectation of the position.
10. JOB DESCRIPTION: A written description of a classification setting forth the essential duties and responsibilities, education/experience, certificate, licenses and physical demands/potential hazards characteristic of position in that classification.
11. LAY OFF: The separation of an employee due to reorganization, reassignment, or reduction in force.
12. LEAVE: Authorized absence from an employee's place of work, whether paid or unpaid.
13. OVERTIME: Overtime is time worked in excess of the normal work hours for the position and must be authorized by the employee's supervisor.
14. PERSONNEL ACTION: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, discipline, commendations, or any other action affecting the status of employment.

15. POSITION: A combination of essential duties and responsibilities requiring the full time, part time, or temporary services of an employee. There may be more than one position for a classification.
16. POSITION DATE: The date of an employee's appointment to a classification. When an employee is demoted to a lower or promoted to a higher classification, position date will change to correspond to the reclassification. This date will be used as the employee's performance appraisal date. This date may be the same as the employee's anniversary date if the employee has not had a change in classification.
17. PROMOTION: The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
18. REASSIGNMENT: The change of an employee from one class to another class.
19. RECLASSIFICATION: A change in the classification level of an individual position by raising it to a higher class, reducing it to a lower class, or by moving it to a level on a basis of significant change in kind, difficulty, or responsibility of the work performed in the position.
20. REDUCTION IN PAY: A salary decrease within the limits of the pay range established for a class.
21. REINSTATEMENT: The re-employment of a laid off employee into the same or lower class from which the employee was laid off. Upon reinstatement, the employee shall begin a new introductory period.
22. RETIREMENT:
 - a) Disability: The separation of an employee from a regular position due to physical or mental inability to perform the duties of the position, with or without reasonable accommodation.
 - b) Service: The voluntary separation of an employee from a position where the employee has retired from service rather than resigned from employment.
23. SALARY RANGE: The minimum, maximum, and intermediate monthly salary steps which are assigned to a position within the District salary matrix.
24. SEPARATION: The voluntary or involuntary separation of an employee from the service of the District.
25. SUPERVISOR: An employee with the responsibility of organizing, directing, and evaluating the work of at least one other employee.
26. SUSPENSION: The temporary and involuntary separation for a specified period of time of an employee, with or without pay, from the position for disciplinary purposes.
27. TERMINATION: The District's involuntary separation of an employee from the service of the District.
28. VACANCY: An authorized position where funds are available but which is not occupied.
29. YEAR - CALENDAR: Defined as January 1 through December 31. It is used for certain insurance, Federal, State tax, and long term disability insurance.
30. YEAR - FISCAL: Defined as July 1 through June 30. It is used for budget, accounting,

PERS, etc.



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **Technical Certification Incentive Program**
DATE: June 5, 2024

REQUESTED ACTION: Board approval of a revised Technical Certification Incentive Program.

FUNDING SOURCE: Account 5123 – Certification Incentive Program

BACKGROUND: In 2017 the Board approved a Technical Certification Incentive Program that offers a limited financial incentive for staff members to pursue and obtain technical certifications above and beyond what is required for their individual position. This is one element of the District’s professional development program focused on expanding skills and expertise within our workforce. Currently, staff members can earn \$750 for each approved certification, with a cap of \$1,500 per year.

With the goal of expanding participation in this program, it is proposed that the incentive amounts be adjusted in consideration of the level of effort to obtain CWEA Technical Certifications, SWRCB Operator Licenses, and similar exam-based certifications. Attached is a revised version of the Technical Certification Incentive Program that includes an incentive of \$1,250 for each approved certification, with a cap of \$2,500 per year.


The revised Technical Certification Incentive Program was reviewed by the Board Personnel Committee. If authorized, it would become effective on July 1, 2024. Costs have been programmed into the FY 2024/25 preliminary budget.

RECOMMENDATION: Staff recommends that the Board review and approve the revised Technical Certification Incentive Program as presented (amended).

SUGGESTED MOTION: I move that the Board approve the revised Technical Certification Incentive Program as presented (amended).

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

CARPINTERIA SANITARY DISTRICT

Technical Certification Incentive Program

Effective Date: July 1, 2024

OVERVIEW

Certain District personnel are required to obtain certification commensurate with their position from the State Water Resources Control Board (SWRCB), the California Water Environment Association (CWEA), or other certifying board. The current job description for each position establishes specific certifications and certification levels that are required and/or desired for that job classification. For some positions, specific certifications must be obtained within a prescribed period of time as set forth in the job description.

It is the District's intent to promote professional growth and enhance technical ability throughout the organization, as this benefits both the District and its individual staff members. The District's current personnel policy provides educational assistance benefits and employee training opportunities. Employee costs related to certifications and licenses are also paid by the District.

The purpose of this **Technical Certification Incentive Program** is to provide a financial incentive to District staff members in order to promote acquisition of technical certifications that are within an individual's area of responsibility and above and beyond what is required or desired in their current job description.

PROGAM YEAR

July 1st to June 30th.

MAXIMUM BENEFITS PER PLAN YEAR

- ~~\$750~~ 1,250 per approved, qualifying certification
- Two incentive awards or ~~\$12~~,500 per eligible employee per program year

ELIGIBILITY

- All regular full-time employees working 40 hours a week

ACCEPTABLE CERTIFICATIONS

- SWRCB Wastewater Treatment Plant Operator certification at a grade level higher than what is required in an employee's current job description and higher than the level currently possessed.
- CWEA Technical Certification Program (TCP) certification at a grade level higher than what is required or desired in an employee's current job description and higher than the level currently possessed. Eligible TCP certification categories, based on department or job classification, are summarized below:

OPERATIONS DEPARTMENT

Laboratory Analyst
Mechanical Technologist
Electrical/Instrumentation Technologist
Biosolids Land Application Management

COLLECTIONS DEPARTMENT

Collection System Maintenance
Environmental Compliance Inspector
Mechanical Technologist
Electrical/Instrumentation Technologist

ENGINEERING TECHNICIAN

Environmental Compliance Inspector
Collection System Maintenance
Industrial Waste Treatment Plant Operator

OFFICE MANAGERADMIN ASSISTANT

Discretionary - GM Approval

FINANCE DIRECTORDISTRICT

ADMINISTRATOR

Discretionary - GM Approval

- Other professional certifications may be approved for an incentive award by the General Manager on a discretionary basis. This discretion is primarily intended to apply for those job classifications where a SWRCB or TCP certification may not be applicable or pertinent to their regular duties (e.g. Office ManagerAdmin Assistant, District AdministratorFinance Director). For an alternative certification to receive consideration, the level of effort required to obtain, and the resultant benefits to the District, must be similar to SWRCB or TCP certification.

APPROVAL PROCEDURES

- To avoid confusion as to which certifications or certification levels qualify for the incentive program, the employee must receive approval from the Operations Manager and the General Manager prior to pursuing the certification.
- Costs for certification exams will be paid on a reimbursement basis in accordance with Section 3.4.510 of the District's Personnel Rules and Regulations. Once obtained, certificate renewal costs will be paid directly by the District.
- Costs for training and preparatory courses applicable to certification exams under this program (e.g. beyond required or desired certification levels) may be approved by the Operations Manager or the General Manager on a discretionary basis. Typically, costs will be paid on a reimbursement basis once the desired certification is obtained.
- Employees shall provide a copy of the qualifying certification from the SWRCB or CWEA or other certifying entity with a completed ***Technical Certification Incentive Request Form***.

- Once approved by the General Manager, the incentive will be processed for payment in the next regular payroll cycle or as soon as practicable.

PROMOTIONAL OPPORTUNITIES

In some cases, obtaining a higher level of professional certification than what is required or desired in an employee's current job description may meet the requirements of a higher level position within the organization. For example, a Grade 1 Treatment Plant Operator may obtain his or her Grade 2 certification from the SWRCB, which is a requirement of the Grade 2 Treatment Plant Operator position. This achievement would qualify for the one-time incentive under this program, but would not automatically qualify an employee for promotion to a higher position within the organization. Promotional opportunities, when and if available, are based on recommendations from supervisory and management staff, contingent upon vacancies within the organization, and may be subject to approval by the District's Board of Directors.

PROGRAM TERMINATION/AMENDMENT

The Carpinteria Sanitary District reserves the right to terminate or amend this program upon thirty (30) days notice to all eligible employees. If the District chooses to terminate or amend the program, the following procedures will be applied:

- If an employee has been approved to pursue a certification by the Operations Manager or General Manager prior to program termination or amendment, an incentive award can be received only if certification is successfully obtained at the next available examination opportunity, not longer than 180 days from the program termination or amendment date.

FRAUDULENT CLAIMS

Submitting fraudulent incentive requests or certifications will result in disciplinary action up to and including termination from employment.

ADMINISTRATION OF PLAN

The Plan is administered by the ~~Office Manager~~ District Administrator.

PLAN NOT A CONTRACT

The Plan shall not be deemed to constitute a contract between the District and any employee or to be considered for, or an inducement or condition of, the employment of any employee.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Cash Contract No. 520 – Sam Hill & Sons, Inc.
Manhole Rehabilitation Project – Manhole Raising**

DATE: June 5, 2024

REQUESTED ACTION: That the Board approve Cash Contract No. 520 for Manhole Raising between the Carpinteria Sanitary District and Sam Hill & Sons, Inc. of Ventura, California.

FUNDING SOURCE: CIP Fund / Manhole Rehabilitation Project

BACKGROUND: The District is a participating member in the California Uniform Public Construction Cost Accounting Act (CUPCCA) following adoption of Board Resolution R-294 in May 2016. This program allows for negotiated contracting for projects valued less than \$60,000. The District may contract with any company on its list of qualified contactors under this program.

District staff requested a quote from Sam Hill & Sons, Inc. (SHS) to raise five (5) manhole frame and covers located on Toro Canyon Road and Via Real. These streets were overlaid by the County of Santa Barbara and the frames were not concurrently raised to the new finish grade. SHS is on the District's CUPCCA contractor list and they have extensive public works experience, both in underground utilities and paving. SHS' scope includes breaking out existing frames, raising to grade, pouring new concrete collars and providing traffic control. Their lump price proposal is for \$15,045.

Cash Contract No. 520 was prepared to engage SHS to perform the subject project. If authorized, the work would be completed within 15 working days following issuance of a Notice to Proceed. The form of agreement is based on the District's standard contract for maintenance related activities

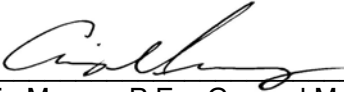
The authorized budget for this CIP project, which includes manhole lining done under another contract, is \$125,000. Sufficient funds remain to complete this portion of the project.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 520 between the District and Sam Hill & Sons, Inc. for Manhole Raising with a not to exceed total of \$15,045.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 520 between the District and Sam Hill & Sons, Inc. for Manhole Raising.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: Cash Contract No. 520

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CASH CONTRACT NO. 520

**MAINTENANCE SERVICES AGREEMENT
BETWEEN
THE CARPINTERIA SANITARY DISTRICT AND
SAM HILL & SONS, INC.
FOR
SEWER MANHOLE RAISING**

THIS MAINTENANCE AGREEMENT is entered into this 4th day of June, 2024 by and between the CARPINTERIA SANITARY DISTRICT, a public utility district formed under the laws of California (“DISTRICT”) and SAM HILL & SONS, INC., a California corporation (“CONTRACTOR”).

The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONTRACTOR on a time and materials basis, a sum not to exceed \$15,045.00 for CONTRACTOR's services. DISTRICT may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, DISTRICT will pay this sum as specified in the attached Exhibit “A” which is incorporated by reference.
- D. DISTRICT will pay such amount promptly, but not later than 30 days after receiving CONTRACTOR's invoice.

2. TERM. The term of this Agreement commences upon execution and continues until the Work in Exhibit “A” is complete. It is anticipated that the Work will be completed within 15 working days after DISTRICT issues a Notice to Proceed.

3. SCOPE OF SERVICES.

- A. CONTRACTOR will perform services generally described in “Exhibit A,” which is incorporated by reference.
- B. CONTRACTOR will, in a workmanlike manner, furnish all of the labor, technical, administrative, equipment, printing, vehicles, transportation, office space and facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by DISTRICT, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
 - i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- B. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform DISTRICT of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from DISTRICT.

5. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by DISTRICT will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to DISTRICT.

- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

- D. CONTRACTOR will furnish to DISTRICT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of

insurance or copies of policies as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.
- F. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow DISTRICT, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the District Counsel and the General Manager. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should DISTRICT pay the SIR or deductible on DISTRICT's behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, DISTRICT may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by DISTRICT due to the breach.

6. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until:

- A. CONTRACTOR furnishes proof of insurance as required under Section 5 of this Agreement; and
- B. DISTRICT gives CONTRACTOR a written or verbal Notice to Proceed.
- C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

7. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.
- B. CONTRACTOR may terminate this Agreement upon providing written notice to DISTRICT at least thirty (30) days before the effective termination date. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure

on its own terms services similar to those terminated.

- C. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from DISTRICT's termination under this Section.

8. INDEMNIFICATION.

- A. CONTRACTOR indemnifies and holds DISTRICT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct. Should DISTRICT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

9. INDEPENDENT CONTRACTOR. DISTRICT and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONTRACTOR is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the DISTRICT as to end results of the work only.

10. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

If to CONTRACTOR:

Attention: Spencer Hill
Sam Hill & Sons, Inc.
P.O. Box 5670
Ventura, CA 93005
(805) 644-6278
spencer@samhillandsons.com

If to DISTRICT:

Attention: Craig Murray
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
(805) 684-7214 x112
craigm@carpsan.com

- B. When addressed in accordance with this paragraph, notices will be deemed

given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide DISTRICT with a Taxpayer Identification Number.

12. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT.

13. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and DISTRICT and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or DISTRICT's obligations under this Agreement.

14. WAIVER. A waiver by DISTRICT of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. SEVERABLE. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

17. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. WAIVER. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

19. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Santa Barbara County.

20. AUTHORITY/MODIFICATION. This Agreement may be subject to and conditioned upon approval and ratification by the DISTRICT's Board of Directors. This Agreement is not binding upon DISTRICT until executed by the General Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. DISTRICT's General Manager may execute any such amendment on behalf of DISTRICT.

21. ACCEPTANCE OF ELECTRONIC SIGNATURES. In accordance with Government Code § 16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

22. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

23. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

24. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. ENTIRE AGREEMENT. This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and DISTRICT. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CARPINTERIA SANITARY DISTRICT

CONTRACTOR

Craig Murray, General Manager
Carpinteria Sanitary District

Spencer Hill
Sam Hill & Sons, Inc.

EXHIBIT "A"



P.O. Box 5670
Ventura, CA 93005
Phone: (805) 644-6278
Fax: (805) 644-2813

To: Carpinteria Sanitary District	Contact: Tim Gallup
Address: 5300 Sixth Street Carpinteria, CA 93013	Phone: 805-684-7214
Project Name: Raise Manholes To Finish Grade	Bid Number:
Project Location: Toro Canyon & Via Real, Carpinteria, CA	Bid Date: 5/21/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Break Out And Raise Existing Sewer Manholes To Finish Pavement Grade (5 EA)	1.00	LS	\$6,284.00	\$6,284.00
2	Asphalt Replacement	1.00	LS	\$5,025.00	\$5,025.00
3	Traffic Control (Two Flagman)	1.00	LS	\$3,736.00	\$3,736.00

Total Bid Price: \$15,045.00

Notes:

- **Included:** Breakout existing manholes in the street, shim and raise to finish surface, rapid set concrete for concrete ring, Pave back removed Asphalt, Traffic control for our work (two Flagman and signage)
- **Excluded:** Permits, fees, bonds, Traffic Control Plans, engineering, staking, compaction tests, import backfill, export, grading, dewatering, rock for trench stabilization, construction water meter/source, striping, grinding, AC overlay, SWPPP, slurry seal, video inspection, handling or disposal of hazardous materials, conflicts with existing utilities, cylinder testing of concrete, landscaping, irrigation, electrical, wiring, work on/around live electrical, Engineered Shoring Plans, grade rings (if required provided by others), special interior coatings of manholes or ring section, restricted working hours, night work, ring & cover, grade rings.
- Price is good for 30 days from date of quote.
- Trench plates, barricades & caution tape for work on-site will be provided as requested, on a T & M Basis.
- Rock or hard material that cannot be trenched in a productive manner, will be removed & disposed of on a T & M Basis.
- **DIR #1000008073**
- Proposal is Non-Divisible; All Items are to be accepted in order to effect line item pricing.
- Proposal based on locations provided per attached mark-up from Carpinteria Sanitary District.
- **Manhole locations to be provided and marked by Carpinteria Sanitary District. Incorrect locations will be charged on a T&M basis.**

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sam Hill & Sons, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Spencer Hill (805) 644-6278 spencer@samhillandsons.com</p>
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Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **CalPERS Unfunded Actuarial Liability
Draft Pension Liability Management Policy**

DATE: June 5, 2024

REQUESTED ACTION: That the Board review the Draft Pension Liability Management Policy and provide direction to staff as desired.

BACKGROUND: Over the past six months the District has been considering ways to effectively manage the unfunded actuarial liability (UAL) associated with its CalPERS pension program. In 2019 the District completed a “Fresh Start” to accelerate amortization of outstanding UAL at that time, and concurrently established a Section 115 pension trust intended to restrict funds for future pension obligations that could earn higher yields over time as compared to unrestricted reserves held in LAIF.

Total UAL for the District has fluctuated dramatically in recent years due to investment market conditions. As of June 30, 2023 the liability was approximately \$3.4M. In late 2023, the District engaged Ridgeline Municipal Strategies to evaluate its UAL and provide some strategies to mitigate and manage pension liabilities into the future. One product or outcome of that consultant effort was development of a Draft Pension Liability Management Policy. This policy document, which has been reviewed by the Board, describes a number of tactics and practices to minimize UAL growth that is inherent in CalPERS’ model.

One item that has been evaluated in some depth, most recently at the Board’s May 14th strategic planning workshop, is the value of the existing Section 115 pension trust as part of our overall pension management strategy. Performance of the pension trust since its inception was recently reviewed by the Board Finance Committee and the trust management team, which included representatives from Keenan, Benefit Trust Company and Morgan Stanley. Overall returns to date have fallen well short of the CalPERS discount rate of 6.8%, largely due to broad market losses in 2022. The District’s selected portfolio allocation – generally 60% equities and 40% fixed income – was impacted more by this market shift than more conservative allocations. However, recent performance has improved and returns are trending upward.

If the Board moves forward with adoption of a Pension Liability Management Policy, one important matter to address is the fate of the Section 115 Pension Trust. Some points and questions to consider include:

- The draft management policy suggests defining the trust to cover the gap between 90% and 100% funded level and sets parameters for utilization of funds for pension related expenses when super funded.

- From an administration perspective, if the pension trust is retained, how and when would pension trust funds be used to pay CalPERS UAL payments or other qualified pension expenses?
- Does the Board want to retain the pension trust going forward?
 - If so, is the desired approach static growth, addition of funds or strategic use of funds?
 - If not, what is desired approach for transition? Single advanced directed payment to CalPERS? Strategic payments over time?


Management of the District's pension liability is a very important topic that brings in both policy considerations and financial management practices. Direction from the Board is desired to help merge these into a strategic approach going forward.

RECOMMENDATION: Review and provide direction to staff on finalizing a Pension Liability Management Policy for future consideration and adoption.

SUGGESTED MOTION: None.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By: 
 Craig Murray, P.E. - General Manager