



1902 - Serving Our Community for over 120 Years - 2023

**WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS**

**REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, OCTOBER 11, 2023 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

Board Members

Fran Dehn, President
David Walker, Secretary
Roy Thiele-Sardiña, Treasurer
Edward P. Moritz, Member
George Otte, Member

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/83719845037?pwd=WrDhlejPw63kUF2SXVpwpkAxMBDNQk.1>

Meeting ID: 837 1984 5037 Passcode: 109322

NOTE: The Board may take action on any agenda item unless specifically designated a “discussion” item or a “report.”

1. Call to Order and Roll Call

2. Communications from the Public

3. Consent Calendar

Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.

- A. Approval of Minutes for Regular Meeting September 27, 2023 Pg. 3A-1
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru September 30, 2023 Pg. 3B-1
- C. WBSD Operations and Maintenance Report – September 2023 Pg. 3C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – September 2023 Pg. 3D-1
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – September 2023 Pg. 3E-1
- F. Consider to Approve Resolution of Intention to Annex Certain Territory (315 Grove Drive Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3F-1

4. Consider Accepting the HF&H Solid Waste Rate Study, Set a Public Hearing for December 13, 2023 to Review Proposed Solid Waste and Recycling Rates for 2024 and Provide Staff Direction Regarding the Rate Adjustment for 2024 and Mailing the Proposition 218 Notice for a Public Hearing Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Consider Accepting the Performance Merit Pay Program Results Oct. 1, 2022 to Sept. 30, 2023 and Authorize the General Manager to Disburse the Merit Payout Pg. 6-1
7. Consider Authorizing General Manager to enter into Agreement for Engineering Design and Construction Support Services to Upgrade the District's Pump Stations Telemetry System Pg. 7-1
8. Consider Authorizing General Manager to enter into Agreement for Engineering Design and Construction Support Services for the Point Repair Sanitary Sewer Project Phase II Pg. 8-1
9. Consider Approval of a Resolution Establishing Personnel Policies Pg. 9-1
10. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 10-1
11. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 11-1
12. Report and Discussion on South Bayside Waste Management Authority (SBWMA) including Solid Waste Franchise Re-Assignment Pg. 12-1
13. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 13-1
14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
15. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.



1902 - Serving Our Community for over 120 Years - 2023

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, SEPTEMBER 27, 2023 AT 7:00 P.M.**

1. Call to Order

President Dehn called the meeting to order at 7:01 PM

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker,
Director Moritz, Director Otte

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardiña

STAFF MEMBERS PRESENT: General Manager, Ramirez Present; and Ops.
Superintendent, Hulsmann, AND General Counsel,
Condotti by Zoom

Others Present: Finance Manager, Fisher.

2. Communications from the Public: None.

3. Consent Calendar

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting September 13, 2023
- B. Bank of the West Monthly Investment Portfolio Statements – July 2023
- C. Bank of the West Monthly Investment Portfolio Statements – August 2023

Motion to Approve by: Otte 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the implementation of the new permitting system is underway. He also reported Ranger Pipelines is not mobilizing as they should for the Bayfront Pipeline Project. He continued to report regarding the SRF loan for the Bayfront Recycled Water Project in which staff is working on the State required 5-year projection and is demonstrating to the State that the District is using cash contribution in lieu of debt for the Silicon Valley Clean Water debt service. He continued to report the East Palo Alto Sanitary District submitted an Alternative Proposal to LAFCo in which West Bay is being asked to respond. The Board's consensus was to support the City with the LAFCo application and to respond to LAFCo with the disapproval of reducing West Bay's sphere of influence. The complete General Manager's written report is in the September 27, 2023 agenda packet.

5. Consider Approving Performance Merit Pay Program for 2023-2024

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez outlined the FY 2023/24 program which is primarily focused on reducing spills. He reported the CIP/spot repair timeline was adjusted by calling for bids in January, awarding contract in March, and providing the notice to proceed to the contractor from by May. The changes would make the PMPP goal more realistic.

6. Consider Authorizing the General Manager to Enter into a Purchase Order Agreement with National Auto Fleet Group for a 2024 Freightliner Dump Truck

Motion to Approve by: Otte 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported the 2024 Freightliner Dump Truck will replace the existing 2009, stick shift dump truck. He continued to report there were no EV Dump Truck options at this time. The FY 23/24 budget allows for a \$250,000 Dump Truck purchase and the proposed truck will not exceed \$194,339.45.

7. Consider Approving District Treasury Report Fourth Quarter FY 2022-23

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: Finance Manager Fisher reported on the fourth quarter FY 2022-23 Treasury Report and Michael Smith, Investment Advisor with BMO discussed the rate of return on the District's investments.

8. Consider Approving Investment Policy and Resolution

Motion to Approve by: Mortiz 2nd by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: Finance Manager Fisher reported this item requires annual approval. She stated there were no significant changes to the policy and that it has been reviewed by the Finance Committee.

9. Report and Discussion on Sharon Heights Recycled Water Plant

Discussion/Comments: General Manager Ramirez reported August reclaimed water production was 8.1MG and 2.7MG delivered while 1.5MG was used for dust control.

10. Discussion and Direction on Bayfront Recycled Water Project and Status Update

Discussion/Comments: General Manager Ramirez reported a Recycled Water Committee meeting will be held with Meta in early October. The RFQ for the project is out and due October 19. He further reported Anderson Pacific met with SWCA biologists on-site regarding the Levee Project and the Saltwater Harvest Mice and Ridgway's Rail.

11. Report, Discussion and Direction on South Bayside Waste Management Authority (SBWMA) including Solid Waste Franchise Re-Assignment

Discussion/Comments: General Manager Ramirez reported he met with San Mateo County staff at a recent TAC meeting to discuss re-assignment of solid waste franchise to the County. At the TAC meeting he explained the Board would like to start the process of divestiture at staff level or that the Board may need to engage the Board of Supervisors if necessary.

12. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing

Discussion/Comments: Director Otte reported SVCW will be working on a 10-year strategic goals plan. He also reported one of the two large odor control fans had a catastrophic failure and the contractor will need to replace it since it is under warranty.

13. Closed Session

Entered closed session at 8:54 p.m. Left closed session at 9:23 p.m.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code § 54956.9(d)(1))

Name of Case: 1740 Oak. Ave., LP v. West Bay Sanitary District, et al., - SM CSC
Case No. 18CIV02813

Reportable action: No reportable action. General Counsel Condotti stated there was one subsequent need item added regarding significant exposure to litigation. The Board voted 4 Aye, 0 Nay to add the item to closed session based on the fact the need for action arose after the posting on the agenda, and Board direction was necessary prior to the next Board meeting.

14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda

Discussion/Comments: Secretary Walker would like a review of construction contract terms regarding stored materials and materials paid for before the start of construction.

15. Adjournment Time: The meeting was adjourned at 9:25 PM

Secretary

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WEST BAY SANITARY DISTRICT
Financial Activity Report
September 2023

Date: *October 11, 2023*

To: *Board of Directors*

From: *Annette Bergeron, Personnel & Accounting Specialist*
Debra Fisher, Finance Manager

Subject: *Approve Monthly Financial Activity Report*

Financial Activity for the month of September 2023.

Receipt Summary:

Commercial Deposits	150,981.51
Deposits in Transit/(Prior Period)	0.00
Returned Checks	0.00
Credit Cards	6,400.00
Franchise Fees	9,347.89
San Mateo County [Tax Roll]	0.00
Other Receipts	227,443.92
Transfers	1,000,000.00
Total Receipts	<u>1,394,173.32</u>

Withdrawal Summary

Total Checks	433,638.13
Total Corp Cards	14,892.68
Total Bank Wires/ACHs	1,590,777.29
External Withdrawals	2,039,308.10
Total Internal Bank Transfers	-
Total Withdrawals	<u>2,039,308.10</u>

Fund Expenditure Summary by Budget Category

100	Operations	896,908.55
200	Capital	3,000.00
300	Solid Waste	0.00
500	Recycled Water	36,618.35
800	Silicon Valley Clean Water	1,102,781.20
Expenditures by Fund		<u>2,039,308.10</u>

Presented to West Bay Sanitary District Board of Directors for review and approval.

President _____

Secretary _____

**West Bay Sanitary District
Receipts
September 2023**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
463159	9/5/2023	Roto Rooter: 1171 Sherman Ave, MP, Permit	490.00
463160	9/6/2023	Huan Fang: 1398 Sherman Ave, MP, Permit	380.00
463161	9/6/2023	US Bank: CalCard Cash Back CY 2023 Q2	482.95
463162	9/7/2023	Golden Brick: 124 Dunsmuir Way, PV, Permit	490.00
463163	9/7/2023	Johnathan Tattersall: 848 College Ave, MP, Permit	220.00
463164	9/12/2023	G.Gallo/GHG Builders: 1875 Camino De Los Robles, MP, ADU	6,085.20
463165	9/12/2023	John Urbanowicz: 4111 Alpine Rd, PV,SSC FY 2023-24	1,113.00
463166	9/12/2023	Peggy&Peter Costello: 1236 Los Trancos Rd, PV,SSC FY 2023-24	1,306.00
463167	9/13/2023	Recology: SW Franchise Fees 8/2023	9,347.89
463168	9/14/2023	Roto Rooter: 1171 Sherman Ave, MP, Permit	230.00
463169	9/8/2023	WBSD: Transfer: LAIF to BofW Checking	1,000,000.00
463170	9/13/2023	SHGCC: O&M 9/2023 & SRF Loan #7	110,664.09
463171	9/14/2023	JPM Construction, Inc.: 1001 Hermosa Way, MP, Permit	490.00
463172	9/18/2023	Bayshore Plumbers: 730 Lemon St, MP, Permit	490.00
463173	9/18/2023	Roger & Naomi Stoller: 198 Lucero Way, PV, ADU/Permit	6,085.20
463174	9/18/2023	Jonathan Kawaja: 45 Tagus Ct, PV,SSC FY 2023-24	2,226.00
463175	9/18/2023	SHGCC: Tennis Center,SSC FY 2023-24	1,306.00
463176	9/19/2023	Wizard Plumbing: 935 Woodland Ave, MP, Permit	490.00
463177	9/20/2023	Rooter Hero: 172 Encinal Ave, ATH, Permit	490.00
463178	9/20/2023	Viam Al Lago Partners: 399 Camino Al Lago, MP, ADU/Permit	6,515.60
463179	9/20/2023	Peter & Kathryn Callander: 3330 Alpine Rd, PV,SSC FY 2023-24	1,306.00
463180	9/20/2023	Decaloli Llc: 65 Los Trancos Rd, PV,SSC FY 2023-24	1,306.00
463181	9/20/2023	Decaloli Llc: 63 Los Trancos Rd, PV,SSC FY 2023-24	1,306.00
463182	9/20/2023	Robert & Karen Allen: 211 Nathorst Ave, PV,SSC FY 2023-24	653.00
463183	9/20/2023	Lloyd Minor&Lisa Keamy: 295 Golden Oak Dr, PV,SSC FY 2023-24	2,226.00
463184	9/20/2023	Michael Rissi: 36 Minoca Rd, PV,SSC FY 2023-24	1,306.00
463185	9/20/2023	Stephen & Susan Hansen: 380 Golden Oak Dr, PV,SSC FY 2023-24	1,306.00
463186	9/22/2023	Punit Minocha&Piyush Kothary: 998 Lucky Ave, MP, ADU/Permit	3,933.20
463187	9/22/2023	Trench Free: 805 College Ave, MP, Permit	490.00
463188	9/25/2023	Plumbing Point: 223 Oakhurst Pl, MP, Permit	490.00
463189	9/25/2023	Landa Construction: 933 Millie Ave, MP, Permit	220.00
463190	9/25/2023	Elizabeth Morgenthaler: 500 Portola Rd, PV,SSC FY 2023-24	1,306.00
463191	9/25/2023	Menlo Country Club: Reim Facilities Plan WSRWF 4-6/2023	98,241.76
463192	9/25/2023	SHGCC: Reim Avy PS Deposit Shortfall 2021-2023	4,809.74
463193	9/26/2023	Mission Development Group: 811 Bay Rd, MP, Permit	220.00
463194	9/26/2023	Behrens & Curry: 180 Elena Ave, Ath, ADUs/Permit	12,971.60
463195	9/27/2023	Bayshore Plumbers: 6 Claremont Pl, MP, Permit	720.00
463196	9/28/2023	Teresa Luchsinger: 35 Palmer Ln, PV,SSC FY 2023-24	1,306.00
463197	9/29/2023	Bayshore Plumbers: 80 Sutherland Dr, ATH, Permit	490.00
463198	9/29/2023	SHGCC: O&M 10/2023 & SRF Loan #7	110,664.09
Total Receipts			<u>\$1,394,173.32</u>

**West Bay Sanitary District
Financial Activity Report
Withdrawals
September 2023**

Check	Date	Payee	Purpose	Amount
70900	9/7/2023	Matheson Tri-Gas	Tanks Rentals 8/2023	79.09
70901	9/7/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 8/2023	360.00
70902	9/7/2023	CWEA	CWEA Application - R. Sandoval 9/2023	207.00
70903	9/7/2023	Cleanserv Universal Services	Janitorial Service 9/2023	1,075.00
70904	9/7/2023	Core & Main	Couplers & Supplies 8/2023	3,766.69
70905	9/7/2023	Navia Benefit Solutions	Commuter & FSA Fees 8/2023 & FSA Contributions PR 9/8/23	1,292.69
70906	9/7/2023	Ieda	Consulting Fees 9/2023	814.00
70907	9/7/2023	Kone Pasadena	Elevator Maintenance 9/2023	319.60
70908	9/7/2023	Aurora Ledesma	Misc. Expense - District Anniversary 9/2023	150.00
70909	9/7/2023	Mccrometer Inc.	Flo-Dar Maintenance Contract 8/2023	12,993.75
70910	9/7/2023	City Of Menlo Park - Water Svc	Water Service - Hamilton Ave 7/21/23-8/18/23	50.68
70911	9/7/2023	City Of Menlo Park - Fuel	District Vehicles Fuel 8/2023	7,162.97
70912	9/7/2023	Pacific Gas & Electric	Electric Service 7/2023-8/2023	9,300.26
70913	9/7/2023	Principal Life Insurance	Dental, Vision, Life, AD&D, Disability Ins 9/2023	7,143.85
70914	9/7/2023	Samuel M. Rose	Sam Rose Consulting - SOP 9/2023	495.00
70915	9/7/2023	Sharp Business Systems	Copiers Monthly Lease 9/2023	1,279.93
70916	9/7/2023	Tpx Communications	District VoIP & Fiber Service 8/2023	3,270.79
70917	9/7/2023	Teamsters Local No. 350	Union Dues 9/2023	1,024.00
70918	9/7/2023	Verizon Wireless	Cellular Service - Verizon - SHRWF 8/2/23-9/1/23	65.57
70919	9/7/2023	Void-Check Overflow	Void Check	0.00
70920	9/7/2023	Home Depot Credit Services	Operating Supplies & Pump Station Supplies 8/2023	1,576.45
70921	9/14/2023	AAA Rentals	Arrow Board For CCTV on ECR 8/2023	363.00
70922	9/14/2023	Alpha Analytical Laboratories	Daily Coliform Samples SHRWF & Avy Ground Water Anaylsis 8/2023	1,148.75
70923	9/14/2023	Readyrefresh By Nestle	Water Delivery 8/2023	108.92
70924	9/14/2023	CalPERS Longterm Care Program	LTC Withholding 9/1/23-9/15/23	67.27
70925	9/14/2023	Cintas	Uniform Service 8/2023	3,272.95
70926	9/14/2023	Du-All Safety, LLC	Standard Operating Procedures Development & Maintenance Contract 8/2023	2,160.00
70927	9/14/2023	Grainger	Misc Parts & Supplies 8/2023 & Pump Station Parts & Material 9/2023	2,945.54
70928	9/14/2023	City of Menlo Park - Water Svc	Water Service 7/2023-8/2023	1,161.71
70929	9/14/2023	Mission Clay Products, LLC	Clay, Wye, & Tees 8/2023	2,797.42
70930	9/14/2023	Napa Auto Parts	Unit 214: Battery 9/2023	218.31
70931	9/14/2023	P&F Distributers	Forcemain Parts for Stock and Replacement 8/2023	1,010.85
70932	9/14/2023	Pacific Gas & Electric	Electric Service 7/2023-8/2023 & Levee Project PG&E Poles Relocation Advance	3,560.61
70933	9/14/2023	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 8/2023	249.39
70934	9/14/2023	Red Wing Shoe Store	Safety Boots (4) 8/2023	967.54
70935	9/14/2023	Redwood City Health & Wellness	DOT Physical - Damian M. 9/6/23	85.50
70936	9/14/2023	Seekzen Systems	IT Consulting Service 8/2023	475.00
70937	9/14/2023	Teletrac Navman US	District Vehicles GPS 8/2023-9/2023	543.92
70938	9/14/2023	Vision Communications Co.	Radio Air Time 9/2023	764.15
70939	9/14/2023	Weco Industries	Sewer Cleaning Equipment Repairs 8/2023	462.47
70940	9/21/2023	AAA Rentals	Arrow Board Rental for CCTV 9/7/23	1,287.00
70941	9/21/2023	AAA Fire Protection Services	Fire Suppression System Inspection: Office & SHRWF 9/2023	1,450.00
70942	9/21/2023	Veolia Water North America	Water Service - Purdue Ave 8/2/23-9/1/23	64.55
70943	9/21/2023	CSRMA C/O Alliant Insurance	Vehicle Insurance Premium Adj. 04/2023-06/2023	1,489.00
70944	9/21/2023	California Water Service	Water Service - Aug-Sept 2023	2,866.44
70945	9/21/2023	Cintas	Uniform Service & Supplies 9/13/23	1,036.81
70946	9/21/2023	City Of Foster City	CalOpps - Maintenance Worker Posting 8/2023	567.00
70947	9/21/2023	Cleanserv Universal Services	Garbage Liners (250) 9/2023	65.99
70948	9/21/2023	Navia Benefit Solutions	FSA Contributions PR 9/22/23	1,092.69
70949	9/21/2023	Frisch Engineering, Inc.	Programming Services - SHRWF 8/2023	405.00
70950	9/21/2023	Grainger	Wiring Trough (2), Impact Socket & Utility Knives (12) Batteries (8) 9/2023	548.59
70951	9/21/2023	Kimball Midwest	Drills, Hardware, Marking Paint, Bulbs 6/2023 & Sewer Cleaning Hose 8/2023	1,700.26
70952	9/21/2023	Occupational Health Centers	Health Screenings - D.Proia 9/6/23	35.00
70953	9/21/2023	Pacific Gas & Electric	Electric Service - Los Trancos Rd 8/15/23-9/13/23	265.38
70954	9/21/2023	Project Ergonomics	Ergonomic Chair - IT Analyst A.Ledesma 9/2023	463.80
70955	9/21/2023	Precise Concrete Sawing, Inc.	Concrete Sawing on Santa Cruz Ave 6/2023	1,000.00
70956	9/21/2023	Quincy Compressor	Quincy Compressed Air Dryer Replacement - SHRWF 9/2023	2,820.32
70957	9/21/2023	Roadsafe Traffic Systems, Inc.	Replacement Cones and Barricades 8/2023	3,576.85
70958	9/21/2023	Seekzen Systems	Seekzen Systems Pre-Paid Service Plan 60 hours 9/2023	9,300.00
70959	9/21/2023	Sharp Business Systems	Copiers Property Tax (3) 2023	131.37
70960	9/21/2023	Silicon Valley Clean Water	Weekend Coliform Sampling - SVCW - SHRWF 8/1/23-9/1/23	300.00
70961	9/21/2023	Spartan Tool	Cable, Splice, Blades 9/2023	2,968.98
70962	9/21/2023	Total Equipment Of Fremont	Bobcat Repairs & Service 9/2023	4,755.49
70963	9/21/2023	Towne Ford	Vehicle Parts 8/2023	138.40
70964	9/21/2023	Leaf Capital Funding	Fujitsu Scanner Monthly Lease 9/2023	462.99

**West Bay Sanitary District
Financial Activity Report
Withdrawals
September 2023**

70965	9/21/2023	Verizon Wireless	District Cellphones 7/16/23-9/15/23	3,453.66
70966	9/21/2023	Seth Avila	Boot Reimbursement S.Avila 8/2023	250.00
70967	9/27/2023	AT&T	Telemetry & Alarms 8/13/23-9/12/23	1,159.90
70968	9/27/2023	Airgas Usa, LLC	Tank Rentals 8/2023	59.38
70969	9/27/2023	ReadyRefresh By Nestle	Water Delivery 8/11/23-9/10/23	218.09
70970	9/27/2023	Atchison, Barisone & Condotti	Legal Services 7/2023 & 8/2023	19,176.89
70971	9/27/2023	Bay Alarm	Alarm Monitoring 10/1/23-12/31/23	2,970.99
70972	9/27/2023	Brilliant Homes, Inc.	EV Electrical Hook Up SHRWF 8/2023	1,497.00
70973	9/27/2023	CWEA	CWEA Membership A.Patino, #41536	221.00
70974	9/27/2023	California Water Service	Water Service 8/2023-9/2023	96.24
70975	9/27/2023	CalPERS Longterm Care Program	LTC withholding 9/16/23-9/30/23	67.27
70976	9/27/2023	Cintas	Uniform Service 9/20/23	995.31
70977	9/27/2023	Coast To Coast Trucking School	Driving School Andres Garcia Class A 8/2023	5,000.00
70978	9/27/2023	Comcast	Internet 9/2023-10/2023	621.25
70979	9/27/2023	Costco	Membership Renewal 11/2023	60.00
70980	9/27/2023	Duke's Root Control, Inc	WBSD & LAH Root Foam 8/2023	259,010.16
70981	9/27/2023	FedEx	FedEx: Prominent Fluid Controls 9/13/2023	72.98
70982	9/27/2023	Grainger	Clearance Marker Lights (20) 9/2023	279.35
70983	9/27/2023	Harrington Industrial Plastics	Tubing - Plant Maintenance - SHRWF 9/2023	1,147.71
70984	9/27/2023	Gabriel Hernandez	SHRWF Gardening Service 9/2023	300.00
70985	9/27/2023	Sutter EAP	EAP Quarterly Charges 7/2023-9/2023	437.00
70986	9/27/2023	Oreco Systems, Inc.	New Panels for Stock and Replacement 9/2023	17,896.14
70987	9/27/2023	Pacific Gas & Electric	Electric Service 9/2023-10/2023	1,935.87
70988	9/27/2023	D&J Gardening	Landscaping & Repairs 9/2023	650.00
70989	9/27/2023	Preferred Alliance	DOT Testing Admin Fees 8/2023	266.76
70990	9/27/2023	County of San Mateo	LSSA Recording Fee: 1171 Sherman Ave, MP	20.00
70991	9/27/2023	Weco Industries	CCTV Repair 9/2023	1,292.65
70992	9/27/2023	Void - Check Overflow	Void Check	0.00
70993	9/27/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 8/2023-9/2023	900.00
Checks				433,638.13

Corporate Cards:

GL	Date	Account Name	Description	Amount
54028	9/29/2023	Commuter Benefits	Fastrak: Commuter Expense 8/2023	975.00
54062	9/29/2023	Diesel Pump Stations Fuel	Willow Cove Gas: Fuel, City Pumps Down 8/3/23	370.00
54063	9/29/2023	Diesel Pump Stations Fuel	Chargepoint: Charging 8/08/23	30.00
54080	9/29/2023	Memberships	CWEA: S.Ramirez Membership 7/27/23	414.00
54091	9/29/2023	Stationary and Office Supplies	Office Supplies 8/2023	2,248.11
54095	9/29/2023	Postage	Postage	7.89
54101	9/29/2023	Ops Supplies & Materials	Operation Supplies 8/2023	797.99
54103	9/29/2023	Vehicle & Equipment Supplies	Vehicle Supplies 8/2023	460.29
54105	9/29/2023	Pump Station Parts & Supplies	Generac Power Systems: Mower Wheels 7/28/23	249.35
54107	9/29/2023	Personal Protective Equip & Su	Safety Boots 8/2023	366.35
54126	9/29/2023	Safety Training	Safety Recognition Program 7/25/23	242.55
54129	9/29/2023	Recruitment	CWEA: Job Posting Maintenance Worker 8/17/23	383.00
54133	9/29/2023	Public Outreach	Rotary Club of Menlo Park: Sponsor Tour de Menlo 8/22/23	500.00
54151	9/29/2023	Fleet/Vehicle R&M	Oil Change / Carwash: S.Ramirez 8/2023	115.47
54157	9/29/2023	Building Repairs & Maint.	SHRWF: Blower Room Fan Motor / PS Shed Roof	1,314.41
54158	9/29/2023	Computer Software R & M	Duo/Go Daddy/Zoom: Subscriptions 8/2023	394.83
54159	9/29/2023	Computer Hardware R & M	Dell: Video Conferencing Monitor for Maintenance 8/24/23	222.76
54174	9/29/2023	Mgmt Conf. & District Meetings	Meetings 8/2023	2,628.29
54175	9/29/2023	CWEA Conf/Section Mtgs	CalPERS: Educational Forum Conference A.Bergeron 9/2023	765.80
54176	9/29/2023	Business Meetings	Meetings 8/2023	213.83
54191	9/29/2023	Internet	Comcast: Internet - SHRWF 8/07/23	186.76
54203	9/29/2023	Licenses & Permits	San Mateo County Health Environmental Health Svc: PS Permits	1,446.00
54207	9/29/2023	Vallombrosa	Vallombrosa: Staff Lodging 8/2023	560.00
US Bank - CalCard Payment Cards				14,892.68

**West Bay Sanitary District
Financial Activity Report
Withdrawals
September 2023**

Bank Transfers:

Date	Payee	Purpose	Amount
9/1/2023	ADP	ADP PR Fees	285.00
9/5/2023	Paytrace	Credit Card Processing Fees	909.57
9/6/2023	SVCW	SVCW Monthly Operating Contribution	596,016.00
9/7/2023	ADP	Payroll Taxes - Board	728.34
9/7/2023	ADP	Payroll Taxes - 09/08/2023	41,482.87
9/7/2023	ADP	Director Fees August 2023	3,796.70
9/7/2023	ADP	Employee Payroll - Check Date: 09/08/2023	128,909.90
9/7/2023	CalPERS	GASB68 Reports	1,050.00
9/8/2023	MissionSquare	Deferred Compensation	10,050.23
9/11/2023	CalPERS	Retirement Contributions PR 8/25/2023	28,231.37
9/11/2023	CalPERS	Health Premiums	64,841.08
9/15/2023	ADP	ADP PR Fees	320.00
9/20/2023	CalPERS	Retirement Contributions PR 09/08/2023	28,188.13
9/20/2023	BMO	Bank Fees	186.23
9/21/2023	ADP	Payroll Taxes - 9/22/2023	40,718.34
9/21/2023	ADP	Employee Payroll - Check Date: 09/22/2023	127,663.10
9/22/2023	MissionSquare	Deferred Compensation	10,050.23
9/25/2023	NeoPost	Postage	300.00
9/27/2023	SVCW	SVCW SRF Loan C-06-5216-120 WWTP Phase 1	506,765.20
9/29/2023	ADP	ADP PR Fees	285.00
Bank Wires & ACHs			1,590,777.29

Date	Payee	Purpose	Amount
Internal Bank Transfers			0.00

Summaries:

Withdrawal Summary

Total Checks	433,638.13
Total Corp Card	14,892.68
Total Bank Wires / ACHs	1,590,777.29
Total Internal Bank Transfers	0.00
Total Withdrawals	2,039,308.10

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 09/30/2023

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals September 2023
AAA Fire Protection Services	1,450.00	1,450.00
AAA Rentals	2,615.64	1,650.00
A-A Lock & Alarm	419.73	-
Action Towing	337.00	-
ADP Fees	2,105.00	890.00
Airgas Usa, LLC	171.56	59.38
The Almanac	420.00	-
Alpha Analytical Laboratories	10,683.75	2,408.75
Aqua Natural Solutions	1,211.04	-
AT&T	3,515.40	1,159.90
Atchison, Barisone & Condotti	30,161.55	19,176.89
Seth Avila	250.00	250.00
BAGG Engineers	1,230.00	-
Bank of the West	392.02	-
BMO	186.23	186.23
Battery Junction Wholesale	837.82	-
Bay Alarm	4,732.32	2,970.99
Bay Area Air Quality Mgmt Dist	17,995.00	-
Bay Area Paving Co.	997.00	-
Bayside Equipment Company	9,990.58	-
Brilliant Homes, Inc.	9,547.00	1,497.00
CPS HR Consulting	1,395.00	-
California Water Service	6,979.23	2,962.68
CalPERS - GASB Fee	1,050.00	1,050.00
CalPERS - Retirement	165,926.94	56,419.50
CalPERS - Health Premiums	194,530.71	64,841.08
CalPERS - 1959 Survivor Billing	878.40	-
CalPERS Longterm Care Program	403.62	134.54
Center For Hearing Health	680.00	-
Central Square Technologies	54,180.88	-
Cintas	13,607.45	5,305.07
City of Foster City	567.00	567.00
City Of Menlo Park - Fuel	21,350.90	7,162.97
City Of Menlo Park - Water Svc	2,851.01	1,212.39
Cleanserv Universal Services	3,290.99	1,140.99
Comcast	2,210.53	621.25
Core & Main	12,198.64	3,766.69
Costco	60.00	60.00
CSRMA c/o Alliant Insurance	184,620.86	1,489.00
CWEA	3,563.00	428.00
D&J Gardening	1,450.00	650.00
Dell Marketing	19,403.82	-
Dolphin Graphics	2,031.00	-
Downtown Ford Sales	129,285.38	-
Du-All Safety, LLC	9,585.00	2,160.00
Duke's Root Control, Inc	259,010.16	259,010.16
FedEx	238.86	72.98
Freyer & Laureta	441,714.79	-
Frisch Engineering, Inc.	405.00	405.00
Victor Garcia	246.04	-
Golden Gate Truck Center	461.38	-
Governmentjobs.Com	4,871.92	-
Grainger	11,204.05	3,773.48
John Green	775.00	-
Hach Company	17,005.79	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 09/30/2023

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals September 2023
Hadronex	41,496.00	-
Harrington Industrial Plastics	1,147.71	1,147.71
Helix Laboratories	2,764.03	-
Gabriel Hernandez	1,200.00	300.00
Hillyard/San Francisco	944.89	-
Home Depot Credit Services	5,146.23	1,576.45
Bob Hulsmann	389.45	-
IEDA	2,442.00	814.00
Kimball Midwest	2,479.64	1,700.26
Kone Pasadena	958.80	319.60
Las Lomitas Elementary Sd	49,000.00	-
Leaf Capital Funding	1,388.97	462.99
Aurora Ledesma	150.00	150.00
Mallory Co.	8,259.96	-
Matheson Tri-Gas	234.86	79.09
Mccrometer Inc.	25,987.50	12,993.75
Medco Supply Company	1,141.29	-
MiscoWater	1,965.11	-
Mission Clay Products, LLC	2,797.42	2,797.42
MissionSquare	62,380.61	20,100.46
Municipal Maintenance Equip.	7,348.86	-
Napa Auto Parts	736.53	218.31
Navia Benefit Solutions	7,162.14	2,385.38
NeoPost	600.00	300.00
Carrie Nevoli - Petty Cash	108.32	-
NorCal Materials, Inc.	1,250.84	-
Occupational Health Centers	199.00	35.00
Omega Industrial Supply	4,968.70	-
Orenco Systems, Inc.	17,896.14	17,896.14
Ovivo Usa, LLC	11,171.24	-
Owen Equipment Sales	3,178.73	-
P&F Distributers	1,256.21	1,010.85
Pacific Gas & Electric	85,729.60	15,062.12
Paytrace	2,875.72	909.57
Peninsula Truck Repair	1,433.28	-
Pier 2 Marketing	500.00	-
Precise Concrete Sawing, Inc.	1,000.00	1,000.00
Precision Engineering	668,781.64	-
Preferred Alliance	863.28	266.76
Principal Life Insurance	21,436.82	7,143.85
Project Ergonomics	1,264.21	463.80
Quadient Leasing USA	268.37	-
Quincy Compressor	2,820.32	2,820.32
R.A. Nosek Investigations	310.00	-
Readyrefresh By Nestle	1,193.59	327.01
Recology Peninsula Services	748.17	249.39
Red Wing Shoe Store	2,201.01	967.54
Redwood City Health & Wellness	171.00	85.50
Redwood General Tire Co	4,625.55	-
Todd Reese	62.52	-
Rich Voss Trucking	1,245.00	-
Roadsafe Traffic Systems, Inc.	3,576.85	3,576.85
Samuel M. Rose	765.00	495.00
SVCW - Monthly Operating Contribution	1,788,048.00	596,016.00
SVCW 2018 Bonds	1,249,009.22	-
SVCW 2021 A-B Bonds	2,308,386.67	-

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 09/30/2023

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals September 2023
SVCW - SRF Debt	506,765.20	506,765.20
Silicon Valley Clean Water	300.00	300.00
County of San Mateo	204.00	20.00
San Mateo County Health	1,505.00	-
Seekzen Systems	11,200.00	9,775.00
Sensera Systems	6,295.00	-
Sharp Business Systems	3,823.86	1,411.30
Siemens Industry, Inc.	1,989.53	-
Spartan Tool	2,968.98	2,968.98
Staples Credit Plan	1,354.53	-
Stevens Creek Quarry	2,037.89	-
Streamline	6,600.00	-
Sutter EAP	437.00	437.00
TPX Communications	9,698.29	3,270.79
Teamsters Local No. 350	3,040.00	1,024.00
Teletrac Navman US	1,087.84	543.92
Total Equipment Of Fremont	5,091.34	4,755.49
Towne Ford	745.60	138.40
Uline	1,416.93	-
Underground Service Alert	14,084.29	-
US Bank - CalCard Payment Cards	32,496.27	14,892.68
V & A Consulting Engineers	17,817.00	-
V.W. Housen & Associates	64,736.00	-
Valley Heating & Cooling	294.00	-
Valley Power Systems North	566.92	-
Vallombrosa Center	-	-
Veolia Water North America	193.65	64.55
Verizon Wireless	5,242.86	3,519.23
Vision Communications Co.	2,332.47	764.15
Weco Industries	10,213.19	1,755.12
West Yost & Associates	15,673.50	-
Woodard & Curran	198,534.00	-
Total Vendor Withdrawals	9,011,494.13	1,696,008.85
Wages & Payroll Taxes		
Salaries/Wages - Net Pay	791,701.26	256,573.00
Directors Fees - Net Pay	10,227.94	3,796.70
Payroll Taxes	251,009.86	82,929.55
Total Payroll	1,052,939.06	343,299.25
Total External Withdrawals	10,064,433.19	2,039,308.10
WBSD Transfers:		
WBSD LAIF Account	-	-
WBSD Investment Accounts	-	-
Public Agency Retirement Services (PARS)	-	-
Other Transfers	5,000.00	-
Total Transfers	5,000.00	-
Total Withdrawals	10,069,433.19	2,039,308.10



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3C**

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: WBSD Operations and Maintenance Report – September 2023

Month	Basin PM Pipe Cleaning Miles	High Freq. PM Pipe Cleaning Miles	Un-Sche. Pipe Cleaning Miles	WBS D CCTV Insp. Miles	Pipe Patch Repairs Qty.	Open Trench Repairs Qty.	Pump Sta. PM Qty.	Pump Sta. Unsch. Repairs Qty.	SSO	SSO	Service Calls- Unit 208			
											Cat. 1	Cat. 2&3	Call Outs	Sch PM
January	7.2	4.5	1.1	3.1	6	7	78	0	0	0	103	0	0	393
February	7.2	5.3	1.4	3.7	2	10	60	0	0	1	75	12	0	324
March	15.7	0.2	0.6	4.7	7	7	67	0	0	0	71	16	0	320
April	12.1	4.4	0.4	2.7	5	9	64	0	0	1	74	4	0	305
May	10.0	7.9	0.6	3.7	5	8	75	0	0	0	64	13	0	293
June	16.1	0.1	0.3	1.7	0	12	69	0	0	0	56	9	0	350
July	9.8	5.4	0.4	5.5	12	12	64	0	0	0	44	15	0	315
August	13.4	5.4	1.2	5.1	5	6	75	0	0	0	55	4	0	351
Sept.	12.9	0.2	1.0	1.2	0	2	69	0	0	0	48	8	10	248
Oct.														
Nov.														
Dec														
Yr to date	104.4	33.4	7.0	31.4	42.0	73.0	621.0	0.0	0.0	2.0	590.0	81.0	10.0	2899.0
2023 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	<	4	n/a	n/a	n/a	n/a
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3D**

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – September 2023

Town of Los Altos Hills O & M Report 22/23												
	Basin PM Pipe Clean-ing	High Freq. PM Pipe Clean-ing	Un-Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pipe Patch Repair s	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls		
Month								Cat. 1	Cat. 2&3s	Call Outs	Sch PM	Unsch. PM
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.					
January-23	0.8	1.3	0.1	0.9	0	5	0	1	0	0		
February	1.8	0.3	0.3	0.8	0	4	0	0	0	0		
March	0.8	0.9	0.0	1.1	0.0	4	3	1	0	0		
April	0.0	1.6	0.1	1.0	0	4	0	0	0	0		
May	0.0	1.8	0.2	1.4	0	5	0	1	0	0		
June	0.7	0.5	0.0	1.0	0	4	0	0	0	0		
July	0.0	1.3	0.0	0.1	12	4	0	0	0	0		
*August 23	1.0	0.8	0.0	0.5	0	4	0	0	0	0		
Sept.	0.7	1.0	0.5	0.8	0	4	0	0	0	0		
Oct.	0.9	1.4	0.4	1.1	0	4	0	0	0	0		
Nov.	0.4	1.3	0.0	1.1	0	4	0	0	1	1		
Dec	0.3	1.4	0.0	0.5	0	4	0	0	0	0		
** Yr to date	7.4	13.6	1.6	10.3	12.0	50	3	3	1	1	0	0
FY23/24Goals	10.6	14.4	n/a	8.1	n/a	52	n/a	n/a	n/a	n/a		
* = August- Start of Contract												

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3E**

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – September 2023

Yearly Summary Report

10/3/2023
9:32 AM

Dates Between 10/1/2022 and 9/30/2023

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
April	0.00	0.0	0.0	1.1	8	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
December	4.42	0.0	0.0	0.0	8	0.0	1	0.0	0.0
Totals	4.42	0.8	0.0	1.1	96	0.0	1	0.0	0.0

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 3F**

To: Board of Directors

From: Fariborz Heydari, P.E., Project Manager

Subject: Consider Approving Resolution of Intention to Annex Certain Territory (315 Grove Drive Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Background

This property will utilize a septic tank effluent pump (STEP) system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to install a STEP system that will connect to the existing 2" force main on Grove Drive.

Notice of the Public Hearing is required in accordance with the Government Code and during the notice period, staff shall seek written approval for the proposed annexation from all affected agencies.

Analysis

During the notice period staff shall work with the proponent to obtain design, easement and other approvals, which shall be presented to the Board when the Class 5 Permit is issued.

Fiscal Impact

None.

Recommendation

The Project Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request December 13, 2023 as the date of the public hearing.

Attachments: Resolution
Exhibit A – Plat & Legal
Exhibit B – Site Map
Exhibit C - LAFCo Certificate of Completion

RESOLUTION NO. ____ (2023)

**RESOLUTION OF INTENTION TO ANNEX CERTAIN TERRITORY TO THE WEST BAY
SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE**

Lands of Michael William Poutre and Janeen Michelle Poutre, as Trustees of the Poutre Living Trust dated November 11, 2021

The District Board of West Bay Sanitary District finds and determines as follows:

A. This Resolution of Intention is adopted pursuant to the District's "Zone Master Annexation Resolution" ("ZOMAR"), which was adopted by the District Board August 12, 1996. The provisions of ZOMAR are incorporated by reference into this Resolution of Intention.

B. The District has received an application to annex a parcel of real property (the "Parcel") to the District's On-Site Wastewater Disposal Zone (the "Zone"). The Parcel is described in Exhibit "A" attached to this Resolution of Intention and the description contained in the Exhibits are incorporated by reference. The name and address of the applicants and the number, type, volume and location of on-site wastewater disposal systems which are proposed to operate on the parcels to be annexed are described in Exhibit "B" attached to this Resolution of Intention and the information contained in the Exhibit are incorporated by reference.

C. The applicants have demonstrated to the satisfaction of the District Board that the Parcel constitutes "real property" for the purposes of Section 2(b) of ZOMAR in that:

All of the conditions described in Subsections i., ii., iii., iv. and v. of ZOMAR Section 2(b) are satisfied; or

Other conditions exist which demonstrate that the Parcel will benefit directly or indirectly from the activities of the Zone. If applicable, those conditions are also set forth in Exhibit "B" and are incorporated by reference.

D. All of the conditions and requirements of ZOMAR Sections 2(a), 2(c), 2(d) and 2(e) have been fully satisfied.

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

1. It is the intention of the District Board to annex the Parcel to the Zone pursuant to the provisions of ZOMAR and applicable provisions of law.
2. In conjunction with a meeting of the District Board to be duly and regularly called and conducted, the Board will conduct a Public Hearing for the purpose of considering all matters pertaining to this Resolution of Intention.

The time, date and place of the Public Hearing are:

Date: December 13, 2023
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

At the Public Hearing, all interested persons will be heard.

3. This Resolution of Intention shall be published and copies shall be delivered to the persons and entities as specified in ZOMAR Section 2(e)(i.).
4. A true copy of this Resolution of Intention shall promptly be filed for record in the office of the County Recorder of the County of San Mateo.
5. The General Manager shall cause the matters set forth in Sections 3 and 4 of this Resolution of Intention to be completed as directed.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 11th day of October, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

Attest:

Secretary of the District Board of the
West Bay Sanitary District of San Mateo
County, State of California

"EXHIBIT A"

DATE: 2-9-2022
ANNEXED TO: WEST BAY SANITARY DISTRICT
NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF POUTRE
AND A PORTION OF GROVE DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
1.52 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2, AND PORTIONS OF GROVE DRIVE, AS DESIGNATED ON THE MAP ENTITLED "STONEGATE MEADOWS", SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 21, 1966 IN BOOK 65 OF MAPS AT PAGES 4 AND 5, AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

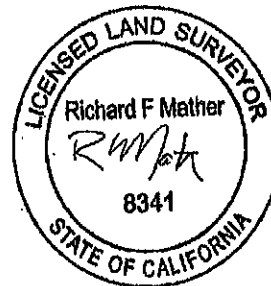
BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 3 AS SHOWN ON SAID MAP, THENCE SOUTH 38°17'39" WEST 121.40 FEET (1);
THENCE SOUTH 25°29'42" WEST 185.06 FEET (2) TO A POINT IN THE CENTERLINE OF GROVE DRIVE, 50 FEET IN WIDTH;
THENCE ALONG THE CENTERLINE OF SAID GROVE DRIVE, NORTH 65°50'00" WEST 41.82 FEET (3) TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°34'00", AN ARC LENGTH OF 44.80 FEET (4);
THENCE SOUTH 63°16'00" EAST 30.89 FEET (5);
THENCE LEAVING SAID CENTERLINE, NORTH 21°16'29" EAST 339.65 FEET (6);
THENCE NORTH 03°39'00" EAST 73.04 FEET (7);
THENCE NORTH 40°02'00" EAST 48.20 FEET (8);
THENCE SOUTH 72°29'00" EAST 91.52 FEET (9);
THENCE SOUTH 45°13'30" EAST 124.41 FEET (10);
THENCE SOUTH 69°59'00" WEST 106.61 FEET (11);
THENCE SOUTH 23°09'00" EAST 68.07 FEET (12) TO POINT OF BEGINNING.

CONTAINING 1.52 ACRES +/-

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

**APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063**

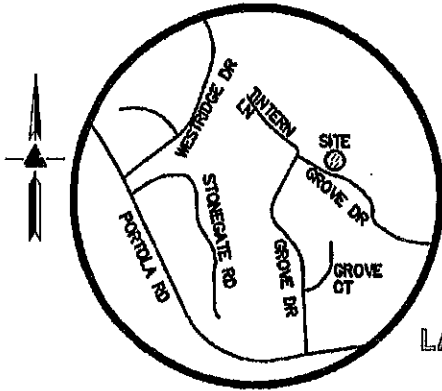
EXHIBIT A PAGE 1 OF 2



08-14-2022

**WEST BAY SANITARY DISTRICT
(315 GROVE DRIVE)**

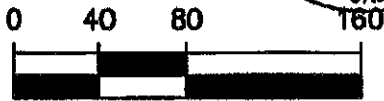
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VICINITY MAP
NO SCALE

LANDS OF
PORTOLA VALLEY
SCHOOL
DISTRICT
APN
077-240-320

LANDS
OF
PORTOLA
VALLEY
SCHOOL
DISTRICT
APN
077-240-320



SCALE: 1" = 80'

LOT 2
65 MAPS 4
1.52± ACRES
APN 079-020-030

LOT 3
65 MAPS 4
APN
077-020-040

LOT 1
65 MAPS 4
APN 077-020-020

S63°16'00"E
30.89' (5)

R=1000.00' (4)
L=44.80'
D=2'34"00"

RESOLUTION
#1166

GROVE DRIVE (50')

N65°50'00"W
41.82' (3)

EXHIBIT A PAGE 3 OF 1
APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(P) (510) 887-4088
(F) (510) 887-3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916) 986-1338
(F) (916) 797-7363
WWW.LEABRAZE.COM

EXHIBIT 'B'

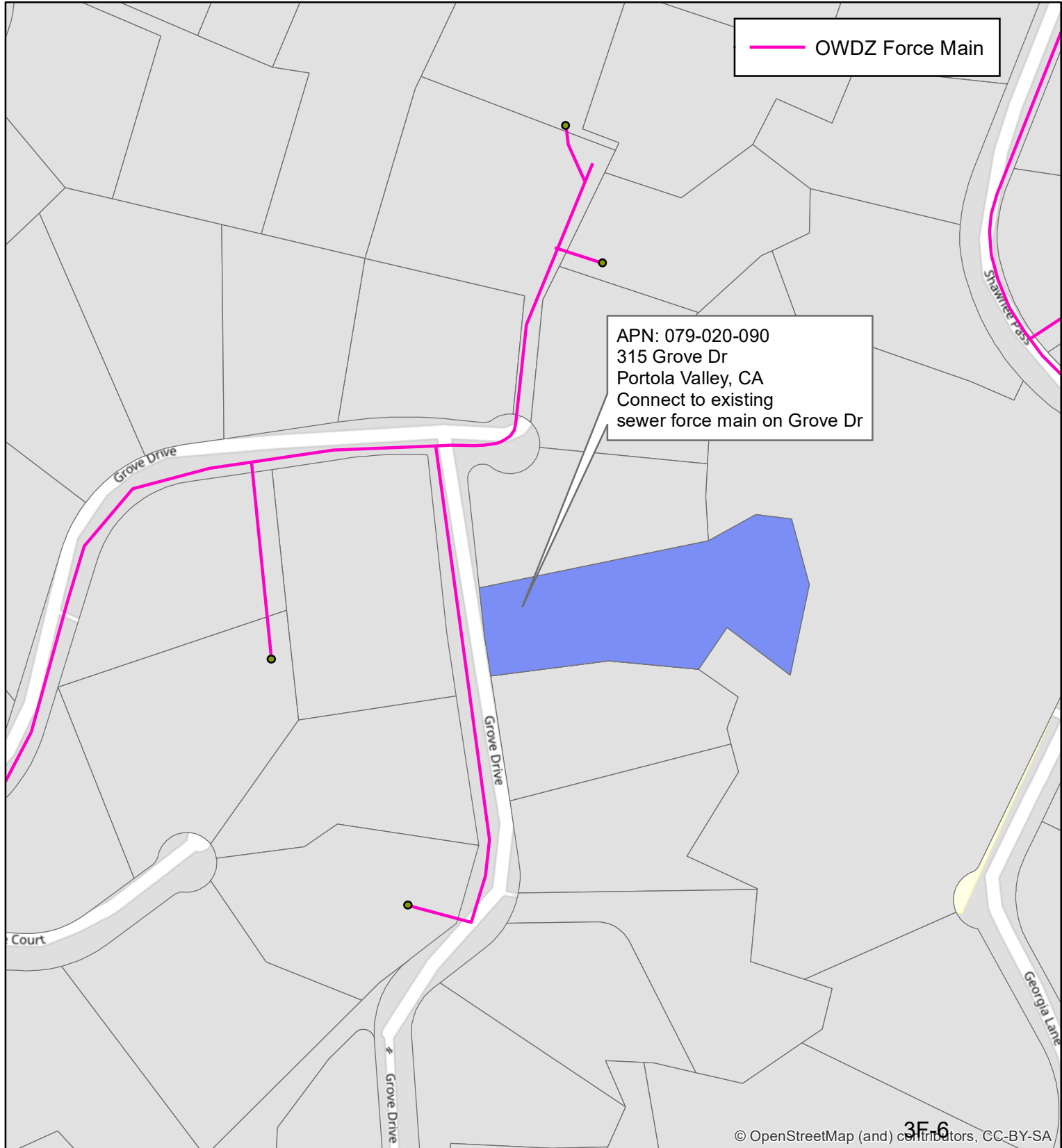
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PROPOSED SEWER ANNEXATION,
LANDS OF POUTRE AND PORTIONS OF
GROVE DRIVE, TOWN OF PORTOLA VALLEY,
SAN MATEO COUNTY, CALIFORNIA

JOB NO 2212080

SCALE: 1" = 80'



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
315 GROVE DRIVE
PORTOLA VALLEY, CA
GRINDER PUMP SYSTEM





(This space for Recorder's use only)

RECORDING REQUESTED BY:

SAN MATEO LAFCO
LOCAL AGENCY FORMATION COMMISSION

WHEN RECORDED, PLEASE SEND TO:

San Mateo LAFCo
LAF 124

SHORT-FORM DESIGNATION OF DOCUMENT:

Annexation of 315 Grove Drive, Portola Valley to the West Bay Sanitary District

RECORDER'S CODE: CCL

(Exempt from filing fees per Government Code 6103)



LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

CERTIFICATE OF COMPLETION

Pursuant to Government Code Section 57200, this Certificate is issued by the Executive Officer of the Local Agency Formation Commission of San Mateo County, California.

1. The short-form designation, as determined by LAFCo, is Annexation of 315 Grove Drive, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

<u>City or District</u>	<u>Type of Change of Organization</u>
-------------------------	---------------------------------------

West Bay Sanitary District	Annexation
----------------------------	------------

3. The above-listed cities and/or districts are located within the following counties: San Mateo County and Santa Clara County.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on June 15, 2022 by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1291, adopted on June 15, 2022.

Dated: September 6, 2022


Roberto Bartoli
Executive Officer

COMMISSIONERS: MIKE O'NEILL, CHAIR, CITY ▪ ANN DRAPER, VICE CHAIR, PUBLIC ▪ HARVEY RARBACK, CITY ▪ DON HORSLEY, COUNTY
▪ WARREN SLOCUM, COUNTY ▪ KATI MARTIN, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT

ALTERNATES: VACANT, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

STAFF: ROB BARTOLI, EXECUTIVE OFFICER ▪ TIM FOX, LEGAL COUNSEL ▪ ANGELA MONTES, CLERK

"EXHIBIT A"

DATE: 2-9-2022
ANNEXED TO: WEST BAY SANITARY DISTRICT
NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF POUTRE
AND A PORTION OF GROVE DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
1.52 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2, AND PORTIONS OF GROVE DRIVE, AS DESIGNATED ON THE MAP ENTITLED "STONEGATE MEADOWS", SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 21, 1966 IN BOOK 65 OF MAPS AT PAGES 4 AND 5, AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 3 AS SHOWN ON SAID MAP, THENCE SOUTH 38°17'39" WEST 121.40 FEET (1);
THENCE SOUTH 25°29'42" WEST 185.06 FEET (2) TO A POINT IN THE CENTERLINE OF GROVE DRIVE, 50 FEET IN WIDTH;
THENCE ALONG THE CENTERLINE OF SAID GROVE DRIVE, NORTH 65°50'00" WEST 41.82 FEET (3) TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1000.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°34'00", AN ARC LENGTH OF 44.80 FEET (4);
THENCE SOUTH 63°16'00" EAST 30.89 FEET (5);
THENCE LEAVING SAID CENTERLINE, NORTH 21°16'29" EAST 339.65 FEET (6);
THENCE NORTH 03°39'00" EAST 73.04 FEET (7);
THENCE NORTH 40°02'00" EAST 48.20 FEET (8);
THENCE SOUTH 72°29'00" EAST 91.52 FEET (9);
THENCE SOUTH 45°13'30" EAST 124.41 FEET (10);
THENCE SOUTH 69°59'00" WEST 106.61 FEET (11);
THENCE SOUTH 23°09'00" EAST 68.07 FEET (12) TO POINT OF BEGINNING.**

CONTAINING 1.52 ACRES +/-

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

**APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063**

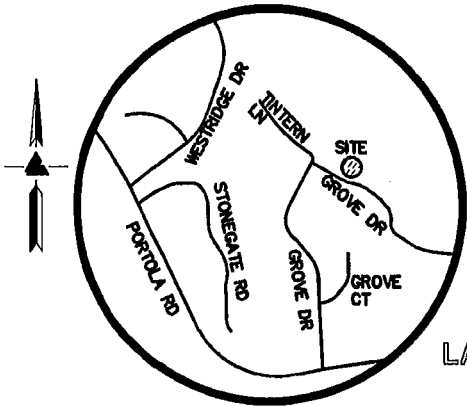
EXHIBIT A PAGE 1 OF 2



08-14-2022

**WEST BAY SANITARY DISTRICT
(315 GROVE DRIVE)**

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.



VICINITY MAP
NO SCALE

LANDS OF
PORTOLA
VALLEY
SCHOOL
DISTRICT
APN
077-240-320

LANDS
OF
PORTOLA
VALLEY
SCHOOL
DISTRICT
APN
077-240-320

LOT 2
65 MAPS 4
1.52± ACRES
APN 079-020-030

LOT 3
65 MAPS 4
APN
077-020-040

LOT 1
65 MAPS 4
APN 077-020-020



SCALE: 1" = 80'

EXHIBIT A PAGE 3 OF 1

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

RESOLUTION
#1166

GROVE DRIVE (50')

LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
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SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916) 966-1338
(F) (916) 797-7363

WWW.LEABRAZE.COM

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PROPOSED SEWER ANNEXATION,
LANDS OF POUTRE AND PORTIONS OF
GROVE DRIVE, TOWN OF PORTOLA VALLEY,
SAN MATEO COUNTY, CALIFORNIA

JOB NO 2212080

SCALE: 1" = 80'

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 22-04 -
ANNEXATION OF 315 GROVE DRIVE, PORTOLA VALLEY, (APN 079-020-030)
TO THE WEST BAY SANITARY DISTRICT AND THE ON-SITE WASTEWATER DISPOSAL ZONE, AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS**

RESOLVED, by the Local Agency Formation Commission of the County of San Mateo, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the West Bay Sanitary District in the County of San Mateo was heretofore filed with the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report, including the recommendations thereon, the proposal and report having been presented to and considered by this Commission; and

WHEREAS, it appears to the satisfaction of this Commission that all owners of the land included in the proposal consent to the proceeding; and

WHEREAS, a public hearing by this Commission was held on the proposal and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report; and

WHEREAS, the landowners and District have requested that the Commission waive conducting authority proceedings pursuant to government code Section 56837(c); and

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b) (Annexations of Existing Facilities and Lots for Exempt Facilities); and

NOW, THEREFORE, the Local Agency Formation Commission of the County of San Mateo DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. This proposal is approved, subject to the following conditions: None.

Section 2. The boundaries as set forth in the application are hereby approved as submitted and are as described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 3. The territory consists of 1.52 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 315 Grove Drive, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56663 and this annexation is hereby ordered.

Section 5. Subsequent annexation to the On-Site Wastewater Disposal Zone is hereby approved.

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 15th day of June 2022.

Ayes and in favor of said resolution:

Commissioners: Don Horsley
Ric Lohman
Kati Martin
Harvey Rarback
Warren Slocum
Ann Draper, Vice Chair
Mike O'Neill, Chair

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT B PAGE 3 OF 3

Noes and against said resolution:

None

Commissioners Absent and/or Abstentions:

Commissioners: None

Michael O'Neil

 Chair
 Local Agency Formation Commission
 County of San Mateo
 State of California

ATTEST:

Roberto J. Bartoliz

Executive Officer
Local Agency Formation Commission

Date: 6/15/2022

I certify that this is a true and correct copy of the resolution above set forth.

Date: _____

 Clerk to the Commission
 Local Agency Formation Commission

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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Sergio Ramirez, General Manager
Todd Reese, Office & Communications Manager*

Subject: *Consider Accepting the HF&H Solid Waste Rate Study, Set a Public Hearing for December 13, 2023 to Review Proposed Solid Waste and Recycling Rates for 2024 and Provide Staff Direction Regarding the Rate Adjustment for 2024 and Mailing the Proposition 218 Notice for a Public Hearing*

Background

As a member of the South Bayside Waste Management Authority (SBWMA), West Bay Sanitary District, as well as the other Member Agencies is closing the twelfth year of the new Collection Services provided by Recology San Mateo County. The transition to these services commencing on January 1, 2011 has been significant in not just the expanded scope of services but also on diversion of materials from landfill. We've seen significant increases in residential recycling and organic materials collection. Solid waste generation has significantly decreased. The collection services now include more convenient weekly collection of single stream recycling, organic materials (yard trimmings and food scraps) and solid waste. The Shoreway Environmental Center which is operated by South Bay Recycling has undergone substantial capital improvements to facilitate single stream recycling service provided by Recology, enhance onsite public recycling activities and greatly improve traffic circulation.

The District and SBWMA have entered into a Restated Agreement with Recology of San Mateo County, to continue to serve the District's Solid Waste and Recycling customers for an additional ten years. The new term began in January of 2021.

The Board has expressed the need to actively move rates toward a "cost of service" level. This requires rates to be adjusted so customers are paying their fair share for the service they receive. In order to accomplish this, rate adjustments have been necessary in both increases and reductions to the rates. Considerations taken for such adjustments are as follow:

- The 20, 32, and 64-gallon containers are paying for their true cost for collection and processing.
- In past years the Board has given direction to reduce the Commercial customer's rate in order to be closer to their true cost for collection and processing.
- Continuing the implementation of rate adjustments will assist in balancing the cost of service in the program.

In the past, residential rates were set to incentivize the use of smaller containers and promote more recycling. This was done by making small residential container rates much lower than the larger residential containers. With the outreach efforts over the past years and educating residents on the importance of recycling, Staff feels the incentive aspect of the artificially low rate is no longer warranted. In some cases, it's been reported that the 20-gallon container users may be contributing to cross contamination of recyclables because the can is too small for their need and excess waste ends up in the recycling container. Therefore, if a customer really needs a 32-gallon container versus a 20-gallon container the price difference should not be set artificially low so as to deter someone from acquiring the size can that best fits their needs. This should help avoid the unintended consequence of cross contamination, from having the 20-gallon can rate artificially low. The Board's goal is to have customers pay rates that are more in line with cost of service. This approach is also compliant with Proposition 218 (Cal. Const. Art. XIII § 6), which requires that rates for property-related services, like solid waste and refuse collection, to be proportionate to the actual cost of service attributable to each property receiving such service.

The District has made efforts to participate in talks with the County of San Mateo (County) to potentially have the County manage the District's solid waste and recycling program. The District's service area is in the unincorporated areas of the County. It appears it would be beneficial to the public to have the County manage the program in these areas, as they do other parts of the County. The process will need to include San Mateo Local Agency Formation Commission (LAFCo) approval and a vote by the SBWMA Joint Powers Authority. Talks with the County and LAFCo are on-going at this time.

Analysis

HF&H Consultants, LLC were contracted this year to perform a rate analysis for the 2024 rates. The rate study analyzed rates that are more in line with "Cost of Service" and reviewed rates for residential and commercial services. On October 11, 2023, HF&H Consultants will present a report to the Board of Directors on the rate study. During the presentation the Board may discuss potential options for adjusting rates for residential and commercial customers. If the Board agrees with the rates proposed, the Board will be asked to establish a date for a public hearing on the new Solid Waste and Recycling rates.

The aligning of residential rates to the cost of service for each container size and the overall reduction of the commercial customer class bin rates over the past several years, achieves the District's objective of a "cost of service" rate structure. Due to increased Revenue Requirements for disposal and processing the District will have to raise rates, on both residential and commercial customers, in order to maintain service levels in the Solid Waste/Recycling Program.

The District has chosen to implement, as part of a multiyear plan, rate adjustments for residential and commercial customers which will close the gap between the rates and the cost for services while generating sufficient revenue to cover the projected collection and processing costs. The following are the proposed cart rate adjustments for 2024.

**Table 5 of the HF&H Rate Study
Proposed and Projected Residential Rate Adjustments (2024-2026)**

Container Size								
	20 gallon		32 gallon		64 gallon		96 gallon	
Current Rate→		\$50.00		\$56.00		\$72.75		\$105.00
Proposed 2024	8.00%	\$54.00	8.92%	\$61.00	8.25%	\$78.75	0.00%	\$105.00
Projected 2025	4.50%	\$56.43	4.50%	\$63.75	4.50%	\$82.29	2.00%	\$107.10
2026	4.50%	\$58.97	4.50%	\$66.62	4.50%	\$85.99	2.00%	\$109.24
2024 Projected Cost of Service		\$62.29		\$68.71		\$88.43		\$110.75

**Table 6 of the HF&H Study:
District’s Board Proposed Rate Adjustments**

Rates by Size of Container						
	Residential				Commercial	
	20 Gallon	32 Gallon	64 Gallon	96 Gallon	1YD Bin 1x/week	3YD Bin 1x/week
Current Rates	\$50.00	\$56.00	\$72.75	\$105.00	\$176.27	\$372.53
Proposed Rate Adjustment	8.00%	8.92%	8.25%	0.00%	2.00%	2.00%
2023 Proposed Rate / Mo.	\$54.00	\$61.00	\$78.75	\$105.00	\$179.80	\$379.98
Increase (Decrease) / Mo.	\$4.00	\$5.00	\$6.00	\$0.00	\$3.53	\$7.45
2024 Projected Revenue at Proposed Rates						
	Residential	Commercial	Total			
Projected Revenue at Current Rates ¹	\$1,649,769	\$289,515	\$1,939,284			
2024 <u>Proposed Rate</u> Revenue	\$1,778,312	\$294,767	\$2,073,079 A			
2024 Proposed Costs	<u>1,801,178</u>	<u>319,854</u>	<u>2,121,032</u> B			
Excess (Shortfall)\$	-\$22,866	-\$25,087	-\$47,953 A - B = C			
Excess (Shortfall)%	-1.3%	-8.5%	-2.3%			

¹ Projected revenue at current rates is based upon the actual revenue for the first 8 months of 2023, annualized.

For a rate increase to be considered for adoption, public noticing and majority protest procedures as outlined by Proposition 218 need to be followed. Notifications would be distributed by the end of October.

The cost of notification is approximately \$5,000 and would be paid by the District and recovered through the Franchise Fee. Following the required minimum 45 day noticing period, the District Board would then consider adoption of the proposed rates at its December 13, 2023 meeting, for an effective date of January 1, 2024. If adopted, the new rates would be included in Recology's first full billing cycle which would be for January, February, and March of 2023.

Fiscal Impact

The proposed 2024 rates will produce a projected revenue of \$2,073,079, a shortfall of approximately \$47,953 or 2.3% under the projected cost for service. It is anticipated that the District will use its Reserves or Balancing Account to cover the difference.

Recommendation

The General Manager recommends the adoption of a \$4.00 rate increase applied to the residential 20-gallon cart, a \$5.00 rate increase applied to the 32, a \$6.00 increase applied to the 64-gallon carts, and no increase to the 96-gallon carts in 2024. The commercial bin rates will increase by 2%.

In addition, the General Manager recommends the adoption of the rates for Recology's Unscheduled Services as described in Attachment 3 of this report. With the adoption of these adjustments, the District's rates for most residential and commercial customers would become closer to their actual cost of service levels.

Therefore, the General Manager recommends:

1. The Board accept the HF&H Solid Waste Rate Study, dated October 5, 2023.
2. The Board set a Public Hearing for December 13, 2023, to review proposed Solid Waste and Recycling collection rates for year 2024; and
3. Provide staff direction by minute order regarding the rate adjustments for 2023 and mailing of the Proposition 218 notice for a public hearing to be held on December 13, 2023 prior to the adoption of the collection rates for 2024.

Attachments: Attachment 1—HF&H Draft Solid Waste Rate Study for 2024

Attachment 2—Draft 218 notice for 2024

Attachment 3— Attachment Q: Unscheduled Services

590 Ygnacio Valley Road, Suite 105
 Walnut Creek, California 94596
 Telephone: 925/977-6950
 www.hfh-consultants.com

John W. Farnkopf, PE
 Laith B. Ezzet, CMC
 Richard J. Simonson
 Marva M. Sheehan, CPA
 Robert C. Hilton

October 5, 2023

Sergio Ramirez
 District Manager
 West Bay Sanitary District
 500 Laurel Street
 Menlo Park, CA 94025

Sent via e-mail

Subject: Update the District's Solid Waste/Recycling Rate Model

Dear Sergio Ramirez:

HF&H Consultants, LLC (HF&H), at your request, has reviewed the West Bay Sanitary District's (District) projected calendar year 2024 solid waste service projected costs and revenues¹ to determine the estimated surplus/shortfall for each customer class (residential and commercial). Additionally, we have updated the District's solid waste/recycling "cost of service" rate model to reflect 2024 projected results.

Based upon the findings described in this report, and the feedback received from our preliminary findings and recommendations presented to the District's Board at its September 13, 2023 meeting, the District's Board proposed the following rate adjustments for 2024.

Container Size Serviced 1X/Week	Residential	Commercial	Proposed \$ Increase	Proposed 2024 Rate
20 Gallon	8.00% Increase	N/A	\$4.00	\$54.00
32 Gallon	8.93% Increase	8.93% Increase	\$5.00	\$61.00
64 Gallon	8.25% Increase	8.25% Increase	\$6.00	\$78.75
96 Gallon	0.0% Increase	0.0% Increase	\$0.00	\$105.00
All Bins	N/A	2.0% Increase	Varies	Varies

¹ As presented in the SBWMA's "Draft Report Reviewing the 2024 Recology Compensation Application", dated August 11, 2023

Sergio Ramirez
October 5, 2023
Page 2 of 8

The adjustments for both residential and commercial rates will better reflect the cost of service, while generating sufficient revenue to cover the projected collection and processing costs for 2024. As part of a multi-year plan, similar adjustments were implemented in previous years.

BACKGROUND

As a member of the SBWMA, the District transitioned collection services and operation of the Shoreway Recycling and Disposal Center in San Carlos from Allied Waste/Republic to Recology San Mateo County (RSMC) and South Bay Recycling (SBR). RSMC and SBR took over collection services and operation of the Shoreway Environmental Center (Shoreway), respectively, beginning January 1, 2011. The District entered into a new 15-year agreement with RSMC with operations to start January 1, 2021 and a new contract to operate Shoreway with South Bay Industries (SBI) effective January 1, 2024.

Annually, the SBWMA provides the District with its allocation of the projected costs to provide collection service and operation of Shoreway. This information is utilized in the rate-setting process. A rate model was developed by HF&H and adopted by the District's Board of Directors (Board) on December 14, 2011.

The purpose of this update was to better reflect the cost of service, while generating sufficient revenue to cover the projected collection and processing costs through a three-year planning period (2024-2026) and providing recommended rates for the first year of the three-year planning period (2024) to be adopted by the Board.

SCOPE OF WORK

Based on the results, provided by the SBWMA for the 2024 rate-setting process, HF&H updated the "cost of service" model previously developed and enhanced the cost allocation methodology between residential container sizes.

We performed the following procedures as part of our review:

- Obtained cost, rate, and current customer account data from the District and Recology.
- Prepared a summary schedule projecting the District's revenues for 2024 and revenue for the next three years (through 2026).
- Prepared a summary schedule projecting Recology collection costs for the next three years (through 2026). Based on recent inflationary increases and discussions with the SBWMA and Recology, we assumed inflationary collection cost increases of 4.5% and 4.5% in 2025 and 2026, respectively. Historically higher than normal increases in CPI are driving the assumptions for higher-than normal increases.
- Prepared a summary schedule projecting SBWMA tip fee costs for the next three years (through 2026). Based on recent inflationary increases and discussions with the SBWMA, we assumed

Sergio Ramirez
 October 5, 2023
 Page 3 of 8

inflationary tip fee cost increases of 4.5% and 4.5% in 2025 and 2026, respectively. The increases reflect the anticipated costs increases to comply with SB 1383 and the impact of the procurement of a new operator of the Shoreway Environmental Center, as the current operator agreement will expire December 31, 2023.

Prepared a schedule projecting residential and commercial revenue requirement through 2026 with the objective of the residential revenue to equal the costs to provide the service.

Prepared a schedule proposing adjustments to the rates for the various residential carts with the objective of specific cart size revenue to equal its respective cost to provide the service.

LIMITATIONS

Our conclusions are based, in part, on Recology's projections of its financial results of operations included in the SBWMA's "Draft Report Reviewing the 2024 Recology Compensation Application," dated August 11, 2023. Actual results of operations will usually differ from projections because events and circumstances frequently do not occur as expected and the difference may be significant.

FINDINGS

General

HF&H has updated the prior year's rate structure analysis following its two-step process. The first step divides the solid waste collection system into two customer classes: residential and commercial. For the purposes of this study, we are including multi-family customers with the commercial customer class and we have not factored any surplus or deficit from the prior year revenue reconciliations. We then reviewed the revenues and the revenue requirements for each customer class independently.

Revenue Requirement (RSMC & SBR)	2023	2024	Variance Year over Year \$	Variance Year over Year %
Collection Cost	\$1,182,552	\$1,251,404	\$68,852	5.8%
Disposal/Processing	598,412	749,315	150,903	25.2%
Agency Fees (on net revenue)	111,222	120,043	8,821	7.9%
Total Costs	\$1,892,186	\$2,120,762	\$228,576	12.08%

The second step is to further review the residential customer class by examining the rate and cost to provide service for each size of container (20 gallon, 32 gallon, 64 gallon, and 96 gallon).

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Step 1 – Residential and Commercial Customer Classes

The following table shows the Rate Year 2024 revenue requirement by customer class. At current rates (2023 rates), the solid waste collection system as a whole is projected to generate less than the requirement, a \$181,478 deficiency of revenue compared to costs.

**Table 1:
 2024 Projected Revenue and Costs by Customer Class**

	<i>Residential</i>	<i>Commercial</i>	<i>Total</i>
Projected Revenue at <u>Current Rates</u> ¹	\$1,649,769	\$289,515	\$1,939,284 A
Projected 2024 Costs by Service Sector			
Collection	\$1,047,745	\$203,659	\$1,251,404
Disposal/Processing	651,480	97,835	749,315
Agency Fees	101,953	18,090	120,043
Total Costs	<u>\$1,801,178</u>	<u>\$319,584</u>	<u>\$2,120,762</u> B
Excess (Deficiency) of Revenues vs Costs	<u>\$ (151,409)</u>	<u>\$ (30,069)</u>	<u>\$ (181,478)</u> A-B=C
Projected Rate Adjustment	9.18%	10.39%	9.36%

¹ Projected Revenue is based on Recology's Compensation Application

NOTE: The amounts shown above are for 2024 activity only. Prior year surplus/shortfalls (i.e., the balancing account held at Recology) are NOT included.

If the District elects to have both the residential and commercial customer class rates generate sufficient revenue to cover its costs, rates could be adjusted all at once or over a period of time. The table below shows possible rate adjustments to both customer classes over a three-year period, assuming cost increase projections as discussed on Page 2 of this report.

**Table 2:
 2024 Proposed and 2025-2026 Projected Average Rate Adjustments**

		<i>Residential</i>	<i>Commercial</i>
1	2024 - Proposed	7.77%	1.81%
2	2025 - Projected	4.43%	4.50%
3	2026 - Projected	4.43%	4.50%

The following table shows the projected revenues after the above rate adjustments. By 2026, the revenues are still slightly below the cost for commercial and residential, making use of the District's positive balancing account with Recology. Use of the balancing account allows the District to reduce rate volatility even when costs increase greater than inflation.

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**Table 3:
 Three-year Projected Revenue and Costs**

Projections - Balance Revenue & Costs over 3 Years									
	1			2			3		
	2024			2025			2026		
	Residential	Commercial	Total	Residential	Commercial	Total	Residential	Commercial	Total
Proposed Average Rate Adjustment	7.77%	1.81%		4.43%	4.50%		4.43%	4.50%	
Total Revenue	\$1,778,312	\$294,767	\$2,073,078	\$1,857,046	\$309,359	\$2,166,405	\$1,939,344	\$323,280	\$2,262,625
Assumptions:									
1) Cost Increase	"Projected"	"Projected"		4.50%	4.50%		4.50%	4.50%	
2) Disposal/Processing Increase	"Projected"	"Projected"		4.50%	4.50%		4.50%	4.50%	
Collection	\$1,047,745	\$203,659	\$1,251,404	\$1,094,893	\$212,824	\$1,307,717	\$1,144,164	\$222,401	\$1,366,564
Disposal/Processing	\$651,480	\$97,835	\$749,315	\$680,797	\$102,238	\$783,034	\$711,432	\$106,838	\$818,271
Agency Fees	101,953	18,090	120,043	106,541	18,904	125,445	111,336	19,754	131,090
Total Costs	1,801,178	319,584	2,120,762	1,882,231	333,965	2,216,196	1,966,932	348,993	2,315,925
Excess (Deficiency) Amount	(\$22,867)	(\$24,817)	(\$47,684)	(\$25,186)	(\$24,606)	(\$49,791)	(\$27,588)	(\$25,713)	(\$53,301)
Excess (Deficiency) Percentage	-1.29%	-8.42%	-2.30%	-1.36%	-7.95%	-2.30%	-1.42%	-7.95%	-2.36%

Step 2 – Residential Container Rates

We reviewed the residential rates by container size and compared the rates to the cost of service by container size projected by the SBWMA, which assumed the variable cost between container sizes is primarily the disposal cost. Additionally, HF&H updated the cost of service by container size using the same approach used in the rate model from the previous year. We have assumed the following:

- **Organics collection costs** are fixed per household as every customer receives the same size container and is serviced at the same frequency (64-gallon cart, serviced 1 time per week). For 2024, the fixed cost is \$29.73 per home per month.
- **Recycling collection costs** are also fixed per household for the same reason as above (64-gallon cart - serviced 1 time per week). For 2024, the fixed cost is \$13.97 per home per month;
- **Disposal cost** is variable based upon the capacity/gallon size of the solid waste cart serviced. For 2024 the projected variable cost is \$0.21 per gallon.
- **Fixed solid waste (SW) route/collection costs** are costs that do not vary based on the level of service received (e.g., customer service costs, IT costs). For 2024, the fixed cost is \$3.56 per home per month.
- **All other SW route/collection costs** are attributed to each cart size using equivalent cart units (ECU) calculated by applying routing metrics. (The ECU basic principle establishes the numeric relationship between cart size and route capacities.) For 2024, the projected monthly cost per ECU is \$5.5861 multiplied by a factor of:

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- 1.000 for a 20 gallon cart
- 1.600 for a 32 gallon cart
- 3.627 for a 64 gallon cart
- 6.080 for a 96 gallon cart

The following tables shows the current rates (2023), the SBWMA and the HF&H projected 2024 costs by cart size.

**Table 4a:
 HF&H Projected 2024 Costs by Residential Container Size**

Analysis of Costs by Size of Container				
	20	32	64	96
Organics Collection Cost	\$29.73	\$29.73	\$29.73	\$29.73
Recycling Collection Cost	13.97	13.97	13.97	13.97
Disposal Cost (\$0.21 per gallon)	4.21	6.74	13.47	20.21
Fixed Solid Waste Cost	3.56	3.56	3.56	3.56
All Other Solid Waste Cost				
	\$5.5861 X a factor of	1.000	1.600	3.627
		\$5.59	\$8.94	\$20.26
			\$33.96	
* Monthly Cost per Cart per HF&H	<input type="text" value="\$57.04"/>	<input type="text" value="\$62.92"/>	<input type="text" value="\$80.98"/>	<input type="text" value="\$101.42"/>

* rounded to the nearest cent

**Table 4b:
 Comparison of Current Residential Rates and Projected 2024 Costs by Container Size**

Analysis of Costs by Size of Container							
		<u>Current Mo. Rate</u>	<u>* 2024 Mo Cost per Cart</u>	<u>Excess (Deficiency) of Revenues vs Costs</u>	<u>Projected Rate Adjustment</u>	<u>2024 Variance before Adjustment</u>	
16%	344	20	\$50.00	\$57.04	(\$7.04)	14.1%	12.7%
57%	1252	32	\$56.00	\$62.92	(\$6.92)	12.4%	4.8%
23%	513	64	\$72.75	\$80.98	(\$8.23)	11.3%	-4.2%
5%	100	96	\$105.00	\$101.42	\$3.58	-3.4%	-17.4%
100%	2209						

* Rounded to the nearest cent

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The following table shows the projected adjustments in future years to continue to work towards the cost of service. These are projections based upon annual assumed increases in costs and would need to be revised as the actual costs are known and projections revised.

**Table 5:
 Proposed and Projected Residential Rate Adjustments (2024-2026)**

	<i>Container Size</i>							
	20 gallon		32 gallon		64 gallon		96 gallon	
Current Rate→		\$50.00		\$56.00		\$72.75		\$105.00
Proposed 2024	8.00%	\$54.00	8.92%	\$61.00	8.25%	\$78.75	0.00%	\$105.00
Projected 2025	4.50%	\$56.43	4.50%	\$63.75	4.50%	\$82.29	2.00%	\$107.10
2026	4.50%	\$58.97	4.50%	\$66.62	4.50%	\$85.99	2.00%	\$109.24
2026 Projected Cost of Service		\$62.29		\$68.71		\$88.43		\$110.75

Rate Structure Summary

Current Rate Structure

Under the current rate structure, rate revenue (assuming current rates and no use of prior year surplus or shortfall) is projected to produce a shortfall of approximately \$181,478 in revenue for the forthcoming year (see Table 1).

Rate Adjustments

Residential and Commercial Customer Class

In the first step described above, HF&H divided the solid waste collection system into two customer classes: residential and commercial and modeled a rate structure which achieved a cost-of-service balance between the customer classes over the next few years. Overall revenue from residential rates is increased by 7.77% and revenue from commercial rates are increased by 1.81% in 2024 (see Table 2 and Table 3).

Recommendation

As we have seen in other jurisdictions over the past few years, the District's rate structure encourages customers to "downsize" their solid waste container by placing more materials in their recyclable material and organics carts, rather than in their solid waste containers, which ultimately reduces the amount of trash sent to the landfill. However, as customers reduce their container size, less revenue is generated but there is not an equal reduction of the cost to drive by, collect, and process the materials.

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At its September 13, 2023 meeting, the District's Board proposed to implement, as part of its multi-year plan began more than five years ago, the following rate adjustments for residential and commercial rates that will close the gap between the rates and the cost for the 20 gallon cart service, while generating sufficient revenue to cover the projected collection and processing costs for 2024.

**Table 6:
 District's Board Proposed Rate Adjustments**

Rates by Size of Container						
	Residential				Commercial	
	20 Gallon	32 Gallon	64 Gallon	96 Gallon	1YD Bin 1x/week	3YD Bin 1x/week
Current Rates	\$50.00	\$56.00	\$72.75	\$105.00	\$176.27	\$372.53
Proposed Rate Adjustment	8.00%	8.92%	8.25%	0.00%	2.00%	2.00%
2024 Proposed Rate / Mo.	\$54.00	\$61.00	\$78.75	\$105.00	\$179.80	\$379.98
Increase (Decrease) / Mo.	\$4.00	\$5.00	\$6.00	\$0.00	\$3.53	\$7.45
2024 Projected Revenue at Proposed Rates						
	Residential	Commercial	Total			
Projected Revenue at <u>Current Rates</u> ¹	\$1,649,769	\$289,515	\$1,939,284			
2024 <u>Proposed Rate</u> Revenue	\$1,778,312	\$294,767	\$2,073,079 A			
2024 Proposed Costs	<u>1,801,178</u>	<u>319,854</u>	<u>2,121,032</u> B			
Excess Amount	-\$22,866	-\$25,087	-\$47,953 A - B = C			
Excess Percentage	-1.3%	-8.5%	-2.3%			

* * * *

We appreciate the opportunity to be of continued service to the District. We value our relationship with you and the District and are committed to providing you the highest level of service in the performance of this matter for you. Should you have any questions, please feel free to call me at (925) 977-6957.

Sincerely,
 HF&H CONSULTANTS, LLC



Rick Simonson
 Senior Vice President



Dave Hilton
 Project Manager

Rates for Other Services

The following are rates that would be charged for unscheduled services as necessary

DRAFT

Presorted
First Class
U.S. Postage
Paid
San Bruno, CA
Permit No. 655

Service Category	Rate	Description of Rate
Backyard Collection Service—Single Family Dwelling	For one Solid Waste Cart: \$24.16 (0-50 ft) \$28.18 (51-100 ft)	Rates vary based on distance & number of carts. Contact the District for rates for distances beyond 100 feet and for more than one solid waste cart.
Return Trip Cost—Single Family Dwelling (Request to provide collection service after the regularly scheduled collection day)	\$20.14	Per collection event.
On-Call Bulky Item Collection	\$109.47	Per each collection event beyond first 2 per year. (Each customer receives 2 free bulky collections per year)
Distance charge—MFD and Commercial Accounts	A – 10% of base monthly rate B – 25% of base monthly rate	A – 51 to 100 feet from access by contractor's collection vehicle B – 101 feet or more from access by contractor's collection vehicle
Container Relocation Service	A – 12% of base monthly rate each container B – 27% of base monthly rate each container	A – 51 to 100 feet from access by contractor's collection vehicle B – 101 feet or more from access by contractor's collection vehicle
Extra Pick-Up Cost—MFD and Commercial Accounts	25% of the base monthly rate for the size of container collected once per week	Per collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental	A -- \$ 4.03	A – Monthly rental fee (any size cart, minimum 6 months)
Collection of Contaminated Targeted Recyclable Materials or Organic Materials Container	25% of the base monthly rate for the size of container collected once per week Plus: \$20.14	Per collection event
Key Service	A -- \$11.41 per month B -- \$12.75 per month	A – Residential Customers B – Commercial Customers
Lock Purchase	\$22.81 –one time charge	One-time charge per account. No fee for replacement locks.
Overage Fee	100% of base monthly rate	Per collection event
Overage Bags	50% of the base monthly rate or \$10.73 minimum	Rate per bag
Container Cleaning	A – \$67.12 B – \$114.09	A – per Cart B – per Bin or Drop-Box
Dirty Cart Replacement	A – \$87.24 B – \$100.67 C – \$114.09	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart
Additional Compost Material Delivery	A – \$167.79 B – \$335.58	A – One way delivery B – Round trip delivery

Important Information - Notice of Public Hearing
"Solid Waste & Recyclable Material Rate Increase"
Wednesday, December 13, 2023 at 7:00 p.m.

West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025



If you wish to file a written protest, please send a letter in a sealed envelope addressed to:

West Bay Sanitary District
Attn: General Manager (Solid Waste Rates)
500 Laurel Street, Menlo Park, CA 94025

Your letter must identify the real property you own or rent by street address and assessor's parcel number (APN). Your letter must be legibly signed by any one of the current property owners or ratepayers of record.

The District must receive your letter in a sealed envelope by 3:00 p.m. on December 13, 2023 or it must be presented at the District Board meeting on December 13, 2023 prior to the close of the public hearing on this matter or by Zoom Meeting <https://us06web.zoom.us/j/86725615742?pwd=8VwBabZqwsDIlvBwmQKyBw0bVcP72b.1> Meeting ID: 867 2561 5742 Passcode: 183235

Any person interested, including all solid waste/recycling collection customers of the West Bay Sanitary District, may appear by Zoom or phone at the public hearing and be heard on any matter related to the proposed increase in rates.

If you would like additional information on the proposed rates, please call the District at 650-321-0384.

NOTICE OF INTENT TO INCREASE COLLECTION RATES FOR SOLID WASTE/RECYCLABLE **DRAFT**



MATERIALS IN THE WEST BAY SANITARY DISTRICT

The District Board of the West Bay Sanitary District hereby gives public notice of its intent to increase some of the existing residential rates for the collection of recyclable materials, compost, and refuse for 2024. The District Board plans to consider this rate increase at a public hearing on December 13, 2023 at 7:00 p.m. in the Board Conference Room located at 500 Laurel Street, Menlo Park or by Zoom or telephone <https://us06web.zoom.us/j/86725615742?pwd=8VwBabZqwsDIlvBwmQKyBw0bVcP72b.1> Meeting ID: 867 2561 5742 Passcode: 183235

The need for this increase was discussed by the District Board at the September 13, 2023 Regular Board meeting, and is further detailed in the staff report for this matter and the Draft Report by HF&H Consultants (Rate Study), both of which are available at the District Office located at 500 Laurel Street, Menlo Park or online at www.westbaysanitary.org

Approximately fifty-six percent (57%) of residential service containers are a 32 gallon size. The new rate for 2024 for a 32 gallon container would increase from \$56.00 per month to \$61.00 per month, a \$5.00 per month increase. The new rate for the 20 gallon container would increase from \$50.00 per month to \$54.00 per month, a \$4.00 per month increase. 20 gallon containers will be grandfathered to current users but are no longer available to new customers or to customers wishing to migrate down to a 20 gallon container. As further detailed in the Rate Study, the purpose of these increases is to align the Solid Waste Rates with the actual proportionate cost of providing the service to customers in each Customer Service Level.

For comparison purposes, the maximum typical residential rates for 32 gallon containers for SBWMA Cities including Burlingame, Belmont, Hillsborough, Menlo Park, Redwood City, San Carlos, and San Mateo, range from a low of \$27.52 (Foster City) to a high of \$64.60 (Hillsborough), based upon 2023 rates.

The following table shows the current rates and the proposed monthly rates for West Bay Sanitary District Franchised Customers to be effective beginning January 1, 2024.

Customer Service Level	Proposed Maximum Solid Waste Rates for 2024					
	MONTHLY RATES			QUARTERLY RATES		
	Current Monthly Rate	Proposed Monthly Rate	Monthly Increase (Decrease)	Current Quarterly Rate	Proposed Quarterly Rate	Quarterly Increase
<i>Residential:</i>						
20 gallon can	\$50.00	\$54.00	\$4.00	\$150.00	\$162.00	\$12.00
32 gallon can	\$56.00	\$61.00	\$5.00	\$168.00	\$183.00	\$15.00
64 gallon can	\$72.75	\$78.75	\$6.00	\$218.25	\$236.25	\$18.00
96 gallon can	\$105.00	\$105.00	\$0.00	\$315.00	\$315.00	\$0.00
<i>Commercial:(Per Pick Up)</i>						
	Current	Proposed	Increase per pick up			
1 yard bin	\$176.27	\$179.80	\$3.53	\$528.81	\$539.40	\$10.59
2 yard bin	\$334.54	\$341.23	\$6.69	\$1,003.62	\$1,023.69	\$20.07
3 yard bin	\$372.53	\$379.98	\$7.45	\$1,117.59	\$1,139.94	\$22.35
4 yard bin	\$496.70	\$506.63	\$9.93	\$1,490.10	\$1,519.89	\$29.80
6 yard bin	\$615.76	\$628.08	\$12.32	\$1,847.28	\$1,884.23	\$36.95
32-Gallon Cart	\$56.00	\$61.00	\$5.00	\$168.00	\$183.00	\$15.00
64-Gallon Cart	\$72.75	\$78.75	\$6.00	\$218.25	\$236.25	\$18.00
96-Gallon Cart	\$105.00	\$105.00	\$0.00	\$315.00	\$315.00	\$0.00

(Continued) Rates for Other Services

*Commercial bin rates reflect collection charge for **one** pick up per week; To calculate charge for more than one collection per week, multiply rate by number of collections per week. For example, 1-Cubic Yard Bin (at proposed rate) collected 3 times per week = \$539.40 (\$179.80 x 3 collections/wk)

Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486

(650) 321-0384 (650) 321-4265 FAX

NECESSITY FOR THE NEW RATES

The West Bay Sanitary District is a member of the South Bayside Waste Management Authority, and contracts with Recology San Mateo County (RSMC) for collection services as of January 1, 2011 and South Bay Industries (SBI) for operation of the Shoreway Center, as of January 1, 2024. The proposed rates result from the weekly recycling, organic materials and solid waste collection services and Shoreway operations provided by RSMC and SBI, contractual compensation adjustments, and migration to smaller containers.

The collection services include the convenient **weekly** collection, rather than bi-weekly collection, of single stream recycling, organic materials (yard trimmings and food scraps) and solid waste. The Shoreway facility has also undergone substantial capital improvements to construct a new Materials Recovery Facility (MRF) and an expanded Transfer Station. These improvements facilitate single stream (mixed) recycling, enhance onsite public recycling activities, and improve traffic circulation at the Shoreway Facility.

The District is in the seventh year of a multi-year pricing restructuring plan, so that a transition is made whereby the smaller cans will support their own cost of collection and disposal.

The West Bay Sanitary District hereby gives notice of a public hearing to be held at its Board meeting on December 13, 2023, at 7:00 p.m. in the District's "Ronald W. Shepherd" Administration Building located at 500 Laurel Street, Menlo Park, CA or by Zoom or telephone <https://us06web.zoom.us/j/86725615742?pwd=8VwBabZqwsDIlvBwmQKyBw0bVcP72b.1> Meeting ID: 867 2561 5742 Passcode: 183235

At this hearing, the Board of Directors will consider public comment as well as written protests by ratepayers regarding the proposed increase in monthly collection rates. If written protests are presented by a majority of the affected ratepayers prior to the close of the public hearing, the Board of Directors will not increase the rates as a matter of State law, however levels of service may be impacted.

ATTACHMENT Q - 2024 ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Charges for additional services specified in Attachment Q shall be adjusted annually in accordance with Attachment K.

The Charges for additional services for Rate Year Ten (2020) shall be the Charges for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These are the Charges that will be adjusted as provided in Attachment K of this Agreement to determine the Charges for Rate Year Eleven (2021).

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Charges for these services are presented in the table below.

	Service	Reference	Agency-Approved Charge	Description
Additional Services for Customers				
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Charges in the table at the end of this Attachment	See Charges in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – 10% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

ATTACHMENT Q - 2024 ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	\$20.14 for SFD \$20.14 for Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	\$4.03 per Recycling Cart \$4.03 per Organic Materials Cart	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$109.47	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)

ATTACHMENT Q - 2024 ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A – \$11.41 per usage B – \$12.75 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$22.81 per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$10.73 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – \$67.12 B – \$114.09	A – per Cart B – per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D

ATTACHMENT Q - 2024 ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Charge	Description
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$87.24 B – \$100.67 C – \$114.09	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
Additional Services for Agency				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,610.74	Per event
16	Additional Compost Material Delivery	Section 5.11	A – \$167.79 per delivery B – \$335.58 per delivery	A – “one-way” only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – “Round-trip” delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$22,818.85 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$4,026.86 B – \$6,711.42 C – \$10,067.14	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q - 2024 ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	Backyard Charge for Customers with One (1) Solid Waste Cart	Backyard Charge for Customers with Two (2) Solid Waste Carts	Backyard Charge for Customers with Three (3) Solid Waste Carts	Backyard Charge for Customers with Four (4) Solid Waste Carts
Distance <= 50 feet	\$24.16	\$38.55	\$77.10	\$115.65
50 < Distance <= 100 feet	\$28.18	\$42.58	\$81.13	\$119.68
100 < Distance <= 150 feet	\$32.21	\$46.61	\$85.16	\$123.71
150 < Distance <= 200 feet	\$36.24	\$50.63	\$89.19	\$127.73
200 < Distance <= 250 feet	\$40.27	\$54.66	\$93.20	\$131.76
250 < Distance <= 300 feet	\$44.29	\$58.68	\$97.24	\$135.78
300 < Distance <= 350 feet	\$48.32	\$62.71	\$101.26	\$139.81
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

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WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *General Manager's Report*

1) **Administrative:**

- a. Staff is submitting the response to LAFCo, per Board direction, on the Alternative Proposal from East Palo Alto Sanitary District. Response is due back by October 20th.
- b. Staff has performed research on several on-line bidding platforms and has determined that Bidnet Direct will serve the District's need the best. Bidnet Direct is used by our regional treatment plant Silicon Valley Clean Water and serves their needs well.

2) **Finance:**

- a. The Finance Manager and General Manager met once again with the State Revolving Fund (SRF) staff to discuss the Bayfront Recycled Water Facility's SRF loan. The State identified a five-year revenue projection shortfall. The shortfall is due to servicing the debt for Silicon Valley Clean Water and meeting anticipated debt.
- b. Staff continues to work with LAFCo to add thirty-six parcels to the Tax Rate Area so they may be billed through the tax roll rather than manually each year. Over twenty parcels will be added to the County's tax rate area because of this initial effort.

3) **CIP Projects:**

a. **Construction Capital Improvement Program (CIP):**

- i. The Bayfront Park Improvements project required three large tree removals. A Tree Removal Permit and an Arborist Report are required as part of this process. The Arborist Report valued the existing three trees at \$85 thousand. The Tree Removal Permit requires twelve 60-inch trees be replaced in addition to other trees or pay the City an in lieu fee for the value of the trees. Staff recommends the District pay the in lieu fee rather than purchasing, planning, and replacing trees.

b. **Levee Improvement Project:**

- i. The Levee Improvement Project was awarded to Anderson Pacific. Anderson Pacific has met with staff onsite to discuss the project. A preconstruction meeting is also being scheduled. The levee work is expected to begin in Mid-October.

4) **Information Technology (IT):**

- a. Staff continues to work with Central Square on the new online permit system.

5) **Operations and Maintenance:**

a. **Collection System:**

- i. Staff has been working hard to meet the 12-month cleaning schedule of the majority of the District's small diameter pipeline. These pipes tend to have the most roots in the system and thus need to be cleaned annually.

- b. **Pump Facilities:**
 - i. The pump station crew has replaced over twenty ISAC boards to the Private STEP/Grider Systems thus far.
 - c. **Training:**
 - i. The General Manager will discuss with the Board upcoming training and the recent safety record of no lost time due to accidents.
- 6) **Water Quality:**
- a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. Casey Construction has completed a substantial portion of the Avy Altschul Pump Station project. The contractor is waiting for the electrical panel to complete the work.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. The Request for Qualifications has been advertised. Proposals are expected on October 19th.
 - ii. A meeting is scheduled with META to discuss progress on Wednesday October 11th at 9AM.
 - c. **Woodside Recycled Water Facility (WRWF):**
 - i. The Woodside Recycled Water Facility feasibility study will conclude soon and will be brought to the Board.
- 7) **Fleet and Facilities:**
- a. **Vehicle Maintenance:**
 - i. The new EV Charging Policy was incorporated into the Personnel Policy and will come before the Board on October 11th 2023.
- 8) **Personnel:**
- i. Recruitment for a Maintenance Worker was successful. The position was offered to the top candidate.
- 9) **Upcoming Events:**
- a. **Next Regular Board Meetings:** Wednesdays, October 25th and November 8th.
 - b. **Thanksgiving Lunch:** November 7th
 - c. **Holiday Lunch:** December 12th
- 10) **Misc. Items:**
- a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
 - b. **Town of Los Altos Hills:** Staff continues to provide maintenance and support to the Town.
 - c. **Town of Woodside:** Staff continues to provide maintenance and support to the Town.



WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: *Board of Directors*

From: *Bob Hulsmann, Operations Superintendent
Sergio Ramirez, General Manager*

Subject: *Consider Accepting the Performance Merit Pay Program Results Oct. 1, 2022, to Sept. 30, 2023 and Authorize the General Manager to Disburse the Merit Payout*

Background

In September of 2012 the Board approved implementation of the Performance Merit Pay Program (Program). The Program was introduced to Staff during negotiations and the MOU allowed for a Board approved program to be adopted. Staff immediately began working on the Program's aggressive goals in October of 2012.

The Board adopted Director Moritz's Program template using performance measures identified in the monthly Operations & Maintenance reports. Using this template, the General Manager and staff inserted figures for the expected base productivity level for each identified performance measure and the optimum target goal productivity level.

The Board approved the current criteria with the established goals based on recommendations from the General Manager in September 2022. The Board subsequently approved the budget for the Program in the FY2023-24 Budget.

Analysis

The Board approved the program for the 10th year running from October 1, 2022, to September 30, 2023. The totals and weight factors of the overall performance have been completed (see attachment A).

The purpose of such a program is to reward staff for meeting or exceeding performance goals. The goals are not for normal performance (base) but to recognize extraordinary performance. The intent of this program is to move productivity to a new level, sustain high productivity levels, and reward the efforts of District staff for their performance in improving the efficiency and quality of work and reducing Sanitary Sewer Overflows (SSOs).

The “Miles of Pipe Cleaned” goal component was very aggressive as it required the crews to clean a minimum of 160 miles of pipe in order to meet the base of the goal and up to 170 miles of pipe cleaning in order to receive the full value of the goal. The crew completed 190.3 miles of pipe which accounts for most of all the District’s smaller diameter pipes which have not been reconstructed or rehabilitated. A couple of non-work-related injuries required Management to move Staff around to cover for cleaning crews. These crews were reassigned to pipe cleaning to expand efforts in keeping the sewage in the pipes. This extra effort was needed to keep the SSO count at three for the duration of the program year. The crews did not reach the target goal for “Miles Pipe CCTVed” of 50 miles, however, this element base goal of 40 miles was reached. Approximately 46.2 miles of pipe were CCTVed, well within the range of the overall goal. Another measurement in these components is efficient use of “man-hours” to Clean and CCTV. The crew’s efficiency and low labor hours this year in the CCTV area resulted in the full payout of these components.

The Rehabilitation Crew was very busy this year. The crew completed 150 pipe repairs on the public sewer mains. The crew completed both dig ups and pipe patching with low man-hours to reach 100% payout for this element. For most of September the CCTV crew needed a larger crew to assist on busy streets and easements. The Rehab crew was reassigned to help CCTV. Without the extra manpower the CCTV crew could not have completed the goal.

The Source Control Inspectors were busy this year completing 551 FOG inspections at Commercial Facilities. The goal for the element was reached in the last week of the program. This goal has been extremely helpful in reducing fats, oils, and grease which would normally reach the mainlines.

Two new goals were added, “SSC Manual Invoice Collection” and “CIP: Spot Repair Project” timelines. The Finance Department sent out 45 Manual Sewer Service Invoices. Thirty-six in San Mateo County to customers not in our Tax Rate Area and Nine in Santa Clara County. All forty-five invoices were Paid in Full.

The CIP Spot Repair goal is one element of the program, but unfortunately, the goal was not completely reached. The project was designed in a timely manner and bid packets were produced on time, however, the project bid acceptance and start of project were months later than the goal allowed. Staff will receive 33% of this component rather than the complete goal.

Out of the seventy-two pipelines randomly inspected after cleaning, none required re-cleaning. This meant the Quality Control was excellent. Because of this, staff will receive 100% of this component.

We are proud to report staff has accomplished 95.53% of the overall PMPP goals.

The following chart shows the percentage of the goals reached per year since the program began.

PMPP Year	Percent Payout	Total SSOs	Contractor Caused
2012/2013	90.58%	8	0
2013/2014	66.15%	14	0
2014/2015	78.60%	7	0
2015/2016	98.25%	6	0
2016/2017	78.60%	8	2
2017/2018	89%	4	*2
2018/2019	99.16%	4	*1
2019/2020	100%	0	0
2020/2021	98%	2	0
2021/2022	98%	4	0
2022/2023	95.53%	3	*1

* Contractor caused spill

Fiscal Impact

The total budgeted amount for FY2023-24 is \$227,500 (35 FTE's x \$6.5k) as maximum possible payout. This includes temporary workers and part-time staff. The Performance Merit Pay Program (PMPP) payouts per employee are according to the percentage of goal achieved; multiplied by the weight of the performance measure which results in a value for the particular performance measure. The value of all ten performance measures is then added to determine the final annual payout per employee based on the number of workdays from October 1, 2022 through September 30, 2023. The attached payout calculation document indicates this year's payout is \$189,194.88 in total. The 95.53% payout equates to \$6,209.45 per full time employee working for the District for full PMPP period (see attachment B). Temporary and part-time staff are prorated, along with full-time employees starting after October 1, 2022 or retiring before September 30, 2023.

Recommendation

The General Manager recommends the Board consider the above factors and approve the payout amounts based on the Performance Merit Pay Program Results and direct the General Manager to disburse payments in November 2023.

Attachment: Attachment A – Performance Merit Pay Program Results 2022-2023

Attachment B – Payout Calculations

Attachment A

Performance Merit Pay Program Results 2022-2023

No.	Performance Element	Base	PMP Goal w/o manhours	Actual w/o manhours	% of Goal w/o manhours	Base	Target Goal	Actual	% of Goal	Weight	Value
1	Customer Satisfaction		---	---	---	90%	98%	96.86%	86%	8%	6.86%
2	Safety (Days of Work Lost/Yr.)		---	---	---	3	0	0	100%	8%	8.00%
3	Miles Pipe CCTVed / Manhour	40	50	46.2	92%	0.0082	0.0154	0.0192	100%	9%	9.00%
4	Miles Pipe Cleaned / Manhour	160	170	190.3	112%	0.0347	0.0366	0.0404	100%	15%	15.00%
5	FOG Inspections	450	550	551	100%	450	550	551	100%	8%	8.00%
6	Pipe Repair / Manhour	125	155	150	97%	0.0309	0.037	0.1338	100%	10%	10.00%
7	CIP: Spot Repair Project	0.3	1	1	100%	1	1	0.333333	33%	5%	1.67%
8	SSO's (Any Category)	---	---	---	---	7	4	3	100%	25%	25.00%
9	SSC Manual Invoice Collection	---	---	---	---	40.5	45	45	100%	5%	5.00%
10	Quality Control: Line Cleaning	---	---	---	---	8	0	0	100%	7%	7.00%
Total										100%	95.53%

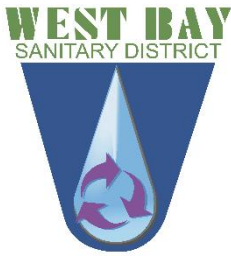
Attachment B

West Bay Sanitary District Performance Merit Pay Program Payout Calculation

Maximum Merit Payout	\$ 6,500.00	Approved 9/14/22
PMP Budget 2023-24	\$ 227,500.00	Approved 6/8/22
Qualified Employees	33	
Percentage of Goal Achieved:	95.53%	
Work Days	252	

Employees	Work Days	Staff	Qualified %	PMP %	Payout per EE	Total Payout
\$25.79 (Wkday) x 252 * 95.53%	252	27	100%	95.53%	6,209.45	167,655.15
\$25.79 (Wkday) x 210 * 95.53%	210	1	83%	79.61%	5,174.54	5,174.54
\$25.79 (Wkday) x 177 * 95.53%	177	1	70%	67.10%	4,361.40	4,361.40
\$25.79 (Wkday) x 105 * 95.53%	105	1	42%	39.80%	2,587.27	2,587.27
\$25.79 (Wkday) x 92 * 95.53%	92	1	37%	34.88%	2,266.94	2,266.94
\$3.22 (Hour) x Hours Worked * 95.53%	Hourly Temp	2			Varies	7,149.58
Insufficient Days	Less 90	4	0%	0.00%	-	-
Not Qualified or Included		0				-
Total		37				<u>\$ 189,194.88</u>

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Fariborz Heydari, P.E. Project Manager*

Subject: *Consider Authorizing General Manager to enter into Agreement for Engineering Design and Construction Support Services to Upgrade the District's Pump Stations Telemetry System*

Background

The District uses ISAC a regular phone line telemetry system to monitor the eleven publicly owned pump stations. The District's telemetry system is vital to monitoring and operating the District's pump stations which convey wastewater to its regional treatment plant, Silicon Valley Clean Water. Staff receives alarms 24/7 in the event of pump station irregularities or failures and can remotely stop or start pumps in emergency situations. The existing telemetry system is at the end of its reliable lifespan. In addition, the District's telemetry consultant retired recently, and technical support is now limited.

At the Regular Meeting on July 12, 2023 the Board considered approving Purchase of Flygt MultiSmart to upgrade ten publicly owned pump stations. Staff received a quote from Shape Incorporated (Vendor) for \$396,273.44; however, the Vendor later notified the staff that they cannot meet the requirements for prevailing wages in the contract documents and register with the Department of Industrial Relations (DIR).

Therefore, we are now presenting this Freyer and Laureta (F&L) proposal to provide engineering design for the replacement of telemetry panels in ten (10) pump stations, replacing existing ISAC panels with Flygt MultiSmart Panels, and bid this project in April/May 2024.

Analysis

The District has utilized an ISAC Pump Station Telemetry System for over 20 years. This system has successfully monitored the publicly owned pump stations; however, it is at the end of its useful lifespan. District crews evaluated four different brands of telemetry systems utilized by Cities and Districts throughout the San Francisco Bay Area. After nine months of research, presentations, trials, and field trips, Staff identified Flygt MultiSmart as the best choice for the District. Approximately 20 years ago, The District standardized to Flygt pumps, and the MultiSmart Telemetry system built by Flygt would seamlessly integrate with the existing pumps and related controls.

The F&L scope of work is listed in following four tasks:

Task I: Project Management and Coordination

Task II: Site Investigation, Data Collection, Record Research

Task III: Construction Document Preparation

Task IV: Construction Consultation

See attached proposal for the full scope of work.

Fiscal Impact

The proposed telemetry system was budgeted in FY23/24 Capital Asset Expenditures Fund. Staff is requesting funding for the design and construction support in the amount of \$67,950 plus 10% contingency for approximately \$75,000.00.

Recommendation

The Project Manager recommends the Board award the engineering design proposal to Freyer and Laureta to the amount of \$67,950 and authorize the General Manager to approve up to 10 percent contingency for additional work on an as-needed basis.

Attachments:

F&L Proposal dated September 26, 2023

Agreement

September 26, 2023

Mr. Fariborz Heydari
Project Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025

Re: TELEMETRY PANEL REPLACEMENT PROJECT, TEN (10) DISTRICT PUMP STATIONS

Dear Mr. Heydari,

We are pleased to present this proposal to provide engineering design for the replacement of telemetry panels in ten (10) pump stations, replacing existing ISAC panels with Flygt MultiSmart Panels. We are pleased to present the following Scope of Professional Services and Fee Schedule.

Scope of Professional Services

Task I: Project Management and Coordination

- F&L will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

Task II: Site Investigation, Data Collection, Record Research

- Review existing records, drawings, limits of project, field reconnaissance for ten (10) pump stations:
 - Hamilton Henderson
 - University
 - Willow Pump Station
 - Menlo Industrial
 - Illinois
 - Vintage Oaks 1
 - Vintage Oaks 2
 - Los Trancos
 - Sausal Vista Pump Station
 - Village Square
- Develop design base drawings for each pump station motor control center.

Task III: Construction Document Preparation

- Prepare construction drawings, including the following drawings:
 - Title sheet
 - Locations sheet (for all the pump stations)
 - Process modification sheet (schematically shows how the existing controls should be re-wired)
 - Typical MultiSmart installation sheet (cut sheets from SHAPE)
 - Details (from SHAPE)

Headquarters

150 Executive Park Blvd, Ste 4200
San Francisco, CA 94134
(415) 534-7070

North Bay Office

505 San Marin Dr, Ste A220
Novato, CA 94945
(415) 534-7070

East Bay Office

825 Washington Street, Ste 237
Oakland, CA 94607
(510) 937-2310

South Bay Office

20863 Stevens Creek Blvd, Ste 400
Cupertino, CA 95014
(408) 516-1090

- Specifications sheet (references, coordination items, connectivity testing, etc.)
- We understand the following improvements will be installed at each pump station.
 - MutiSmart 3MP w/ Energy Monitoring and Motor Protection
 - MultiSmart Enable Flow Module
 - Flygt Cloud Modem Kit w/ High Gain Antenna
 - Flygt Cloud Access, 1 yr Prepaid
 - Current Transformers, 50:5 ratio
 - 24V Power Supply, with battery backup
 - 12V Battery
 - Two MTR Backup Float Relay, 110VAC for emergency backup
 - Two ENM-10 Float Switch, 65ft Cable for emergency backup
 - LTU 801 Transducer, 0-10m range w/ 25m Cable
 - Misc. Electrical (wire, fuses, terminals)
- Prepare Engineer's Opinion of Probable Construction Costs.
- Include Flygt Factory Representative Programming and testing of the product and Crew Training in Construction Contract Documents.
- Prepare Engineer's Opinion of Probable Construction Costs.
- Our team will prepare three review submittals: 70%, 100%, and Permit Set. Submittals will be made electronically.
- Following approval, one Permit set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
- Electronic files of the drawings and specifications will be provided to the District upon request.

Task IV: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct 4 site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Preparation of CEQA documentation is not included in this proposal.



Project Schedule

Below is our project schedule starting from the Notice to Proceed. It is anticipated to be 20 weeks from the Notice to Proceed, including 3 weeks for District review.

- 4 weeks for review of existing records and coordinating site visits.
- 3 weeks from for panel base design
- 7 weeks for 70% CDs
- 2 weeks review/comments
- 2 weeks from for 100% CDs
- 1 week review/comments
- 1 week for permit/bid/construction set

Compensation

We propose to provide our professional services on a time and materials basis as follows:

Project Management and Coordination	\$5,760
Site Investigation, Data Collection, Record Research	\$9,810
Construction Document Preparation	\$30,310
Construction Consultation	<u>\$22,070</u>
	\$67,950

Thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Very truly yours,

Richard J. Laureta, P.E.
FREYER & LAURETA, INC.

**ESTIMATED BUDGET FOR ENGINEERING SERVICES
TELEMETRY PANEL REPLACEMENT PROJECT
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)				TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)				
	F&L Administrative	F&L Staff Engineer I	F&L Project Manager	F&L Principal	
	90	145	225	250	
Task I: Project Management and Coordination					
Meetings			4	4	\$1,900
Monitor budget and project schedule				4	\$1,000
QA/QC				8	\$2,000
Monthly progress and cost summary report, invoices	4			2	\$860
Subtotal Labor Hours - Task I	4		4	18	\$5,760
Task II: Site Investigation, Data Collection, Record Research					
Review existing records, drawings, limits of project, field reconnaissance		16	16		\$5,920
Develop design base drawings for each panel		22	2	1	\$3,890
Subtotal Labor Hours - Task II		38	18	1	\$9,810
Task III: Construction Document Preparation					
70% Design		88	22	8	\$19,710
100% Design		32	16	2	\$8,740
Permit Set		8	2	1	\$1,860
Subtotal Labor Hours - Task III		128	40	11	\$30,310
Task IV: Construction Consultation					
Provide bid assistance, clarification, prepare addenda		4	2	1	\$1,280
Conduct four (4) site visits		8	8		\$2,960
Prepare Responses to Requests for Information					
Assume 10 RFIs, 2 hour per RFI including management		10	10		\$3,700
Internal Review				1	\$250
Review submittals					
Assume 5 submittals, 2 hours per submittal plus management		10	4		\$2,350
Internal Review				1	\$250
Review Change Orders					
Assume 4 clarifications, 4 hour per clarification plus management		16	4		\$3,220
Internal Review				2	\$500
Project Closeout (Allowance)	6	8	4	2	\$3,100
Prepare Record Drawings					
Prepare Draft Record Drawings		16	2		\$2,770
Prepare Final Record Drawings incorporating comments		2	2		\$740
Internal Review			2	2	\$950
Subtotal Labor Hours - Task IV	6	74	38	9	\$22,070
Total Labor Hours	10	240	100	39	\$67,950

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN WEST BAY
SANITARY DISTRICT AND
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 11th day of October, 2023, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT TELEMETRY PANEL REPLACEMENT PROJECT FOR TEN (10) DISTRICT PUMP STATION SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the replacement of telemetry panels in ten (10) pump stations, replacing existing ISAC panels with Flygt MultiSmart Panels in Menlo Park, Town of Portola Valley, and in Unincorporated San Mateo County.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either March 15, 2024 or the timely completion of the Scope of Work described in

the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of March 15, 2024 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$67,950.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold

harmless the District, its directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant

shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District,

and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under

this Agreement may be considered a “public work” pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District’s performance of this Agreement at the District’s sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney’s fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law

relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized

representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:

West Bay Sanitary District
Sergio Ramirez
500 Laurel Street
Menlo Park, Ca 94025
sramirez@westbaysanitary.org
(650) 321-0384

To CONSULTANT:

Freyer & Laureta, Inc.
Richard J. Laureta
150 Executive Park Blvd, Ste 4200
San Francisco, CA 94134
laureta@freyerlaureta.com
(415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: _____
Sergio Ramirez, General Manager

By: _____
Richard J. Laureta, President

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel

EXHIBIT

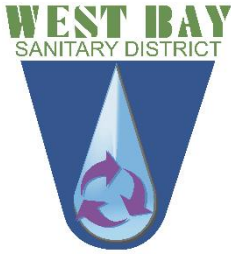
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SCOPE

OF

WORK

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: *Board of Directors*

From: *Fariborz Heydari, P.E. Project Manager*

Subject: *Consider Authorizing General Manager to enter into Agreement for Engineering Design and Construction Support Services for the Point Repair Sanitary Sewer Project Phase II*

Background

The District has sewer pipelines that are on a high frequency cleaning schedule due to root intrusion, damaged pipe, sags, and other issues. These high frequency pipelines involve additional maintenance and work force over pipelines with minor or no defects. The District has determined that making point repairs along these pipe segments would alleviate some of the maintenance and work force, for these pipe segments, so the work force can concentrate in other areas.

The District has requested engineering, surveying, and design services from Freyer & Laureta, Inc. for the needed work. The engineer will work with other agencies to align all point repair work to be constructed prior to the agencies' pavement improvements plans.

Analysis

The Proposed Tasks for the Agreement include:

- Task I: Project Management and Coordination
- Task II: Site Investigation, Data Collection, Record Research
- Task III: Construction Document Preparation
- Task IV: Permit Coordination
- Task V: Construction Consultation

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2023-2024 for Pipeline Replacement and Rehab Engineering was budgeted for \$350,000. The total design services for this project is \$175,080. The total appropriation is \$193,000 which included approximately 10% contingency.

Recommendation

The Project Manager recommends the District Board Authorize the General Manager to enter into the agreement for Engineering Design Services with Freyer & Laureta, Inc. for the Point Repair Sanitary Sewer Improvements Project Phase II and authorize the General Manager to approve up to 10 percent contingency for additional work on an as-needed basis.

Attachment

F&L Proposal dated October 5, 2023
Agreement

October 5, 2023

Mr. Fariborz Heydari
Project Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025

**Re: ENGINEERING SERVICES PROPOSAL
CAPITAL IMPROVEMENT PROJECT - POINT REPAIR PROJECT PHASE II**

Dear Mr. Heydari,

The District’s Point Repair Program is complex in nature as it encompasses multiple areas throughout the District. Based on experience from the District’s Phase I Project, although each repair site was anticipated to be small point repairs, the project took the form of a more standard capital improvement project in that full sections of pipeline ended up in need of replacement.

As mentioned above, the point repair program anticipates smaller repair areas within a section of pipeline, but when reviewing video, pipeline location, and permitting, the need to accelerate full section pipeline replacement may become evident, creating the need for extended surveying, and expanding improvement areas. Furthermore, the point repair program is challenging due to the design and construction in several jurisdictional areas. The District provided a point repair list with anticipated repairs including both open trench and trenchless construction methods. It is not feasible to repair all sites in one capital improvement project due to budget, so the Point Repair Program is planned to be constructed in several phases. This proposal is for Phase II of the Point Repair Program.

Phase II project sites are anticipated to include the following sites:

• Van Buren Road Easement	• Mielke Drive Easement
• Bay Road Easement	• El Camino Real
• Nova Lane and Robin Way	• Lane Place
• Waverly Street, Sherwood Way, East Creek Drive	• Felton Drive
• Claremont Way	• Arden Avenue
• Pine Street	• Watkins Avenue
• Laurel Street	• Spruce Avenue
• Alma Street	• Menlo School and College
• Maple Avenue	• Camino Al Lago
• MacBain	• Mimosa Way
• N Balsamina Way	• Coquito Way
• Monte Rosa	• Wildwood Lane
• Thistle Easement	• Willow Road Easement

Headquarters

150 Executive Park Blvd, Ste 4200
San Francisco, CA 94134
(415) 534-7070

North Bay Office

505 San Marin Dr, Ste A220
Novato, CA 94945
(415) 534-7070

East Bay Office

825 Washington Street, Ste 237
Oakland, CA 94607
(510) 937-2310

South Bay Office

20863 Stevens Creek Blvd, Ste 400
Cupertino, CA 95014
(408) 516-1090



Scope of Professional Services

F&L proposes the following Tasks:

Task I: Project Management and Coordination

- F&L will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

Task II: Site Investigation, Data Collection, Record Research

- Supplemental topographic surveys will be performed for manholes at the project sites. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane coordinates (budget 8 days).
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the topographic survey base or noted on aerial imagery or District system maps, whichever is used as the base for design drawings.
- Survey information will be translated to AutoCad drawings for use in the design effort.
- Professional services include supplemental topographic survey however given the number of project sites; priority will be given to areas where open trench construction is anticipated. For the areas that topographic survey will not be provided, we will utilize either aerial imagery or the District's system maps to highlight areas and methods of repair.

Task III: Construction Document Preparation

- Prepare a construction bid set for Phase II sites.
- Drawings will be in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show appropriate construction details and notes.
- Prepare Engineer's schedule of probable construction costs.
- We will prepare the following review submittals: 70% and 100%.
- Following approval, one set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
- Electronic files of the drawings and specifications will be provided to the District upon request.

Task IV: Permit Coordination

- Coordinate project and permitting with the City of Menlo Park, San Mateo County, and Caltrans.

Task V: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct 8 site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.



Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Preparation of CEQA documentation is not included in this proposal.

Project Schedule

Below is our project schedule starting from the Notice to Proceed. It is anticipated to be 14 weeks from the Notice to Proceed.

- 4 weeks for review of existing records and coordinating site visits.
- 4 weeks for 70% CDs
- 2 weeks review/comments
- 2 weeks for 100% CDs
- 1 week review/comments
- 1 week for permit/bid/construction set

With this schedule, should the design project Notice to Proceed be given mid-October, the project is anticipated to be bid in late January.

Compensation

We propose to provide our professional services on a time and materials basis as follows:

Project Management and Coordination	\$14,200
Site Investigation, Survey, Data Collection, Record Research	\$56,010
Construction Document Preparation	\$50,180
Permit Coordination	\$12,300
Construction Consultation	<u>\$42,390</u>
	\$175,080

Thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Very truly yours,

Richard J. Laureta, P.E.
FREYER & LAURETA, INC.

ESTIMATED BUDGET FOR ENGINEERING SERVICES
CAPITAL IMPROVEMENT PROJECT - POINT REPAIR PROJECT PHASE II
 West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)						
	F&L Administrative	2-Man Survey Crew	Staff Engineer II	F&L Staff Engineer IV	F&L Project Manager	F&L Principal	
	90	375	150	170	235	250	
Task I: Project Management and Coordination							
Meetings					8	8	\$3,880
Monitor budget and project schedule						4	\$1,000
QA/QC					24	12	\$8,640
Monthly progress and cost summary report, invoices	2					2	\$680
Subtotal Labor Hours - Task I	2				32	26	\$14,200
Task II: Site Investigation, Data Collection, Record Research							
Review existing records, drawings, limits of project, field reconnaissance			40	40	8		\$14,680
Utility Coordination			24	16	2		\$6,790
Perform field investigation and supplemental survey of project area (budget)		64	8		2		\$25,670
Develop design Base Map including utilities, right of way, easements			24	24	4	1	\$8,870
Subtotal Labor Hours - Task II		64	96	80	16	1	\$56,010
Task III: Construction Document Preparation							
70% Construction Documents			160	24	4	1	\$29,270
100% Construction Documents			80	16	4	1	\$15,910
Permit/Bid Set			24	4	2	1	\$5,000
Subtotal Labor Hours - Task III			264	44	10	3	\$50,180
Task IV: Permit Coordination							
Coordinate Permits with Jurisdictional Agencies			48	16	8	2	\$12,300
Subtotal Labor Hours - Task IV			48	16	8	2	\$12,300
Task V: Construction Consultation							
Provide bid assistance, clarification, prepare addenda				8	2	1	\$2,080
Conduct eight (8) meetings/site visits				16	16	2	\$6,980
Prepare Responses to Requests for Information				30	8		\$6,980
Assume 15 RFIs, 2 hour per RFI plus management						4	\$1,000
Internal Review							
Review submittals				40	8		\$8,680
Assume 20 submittals, 2 hours per submittal plus management						4	\$1,000
Internal Review							
Review Change Orders				24	8		\$5,960
Assume 6 clarifications, 4 hour per clarification plus management						4	\$1,000
Internal Review							
Project Closeout (Allowance)				8	2	1	\$2,080
Prepare Record Drawings							
Prepare Draft Record Drawings				24	2		\$4,550
Prepare Final Record Drawings incorporating comments				8	2		\$1,830
Internal Review						1	\$250
Subtotal Labor Hours - Task V				158	48	17	\$42,390
Total Labor Hours	2	64	408	298	114	49	\$175,080

**AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN WEST BAY
SANITARY DISTRICT AND
FREYER & LAURETA, INC.**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 11th day of October, 2023, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT POINT REPAIR PROJECT PHASE II IMPROVEMENT SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the point repair, replacement, and rehabilitation of sanitary sewer mains in Menlo Park, Town of Atherton, and in Unincorporated San Mateo County.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either February 15, 2024 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of February 15, 2024 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$175,080.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively,

“Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL

policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on

insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions,

Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor

Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:

West Bay Sanitary District
 Sergio Ramirez
 500 Laurel Street
 Menlo Park, Ca 94025
sramirez@westbaysanitary.org
 (650) 321-0384

To CONSULTANT:

Freyer & Laureta, Inc.
 Richard J. Laureta
 150 Executive Park Blvd, Ste 4200
 San Francisco, CA 94134
laureta@freyerlaureta.com
 (415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: _____
Sergio Ramirez, General Manager

By: _____
Richard J. Laureta, President

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel

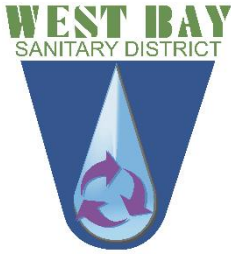
EXHIBIT

“A”

SCOPE

OF

WORK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Approving the Resolution Establishing the Personnel Policies

Background

The Personnel Policies were last amended May 12, 2021, to reflect updates and changes made by CPS HR Consultants.

Recently, the District revised the policy to update Bereavement Leave to coincide with new state law. In addition, a section was added on EV Charging Stations. District General Counsel's office has reviewed the draft policy and confirms that the Policies are compliant.

Analysis

Attached is a redline strikeout version of the Personnel Policies with required revisions to make the Personnel Policies compliant and to include the use of EV Charging Stations.

Fiscal Impact

None

Recommendation

The General Manager recommends the District Board approve the proposed revisions to the Personnel Policies and direct the General Manager to incorporate those changes as shown in the clean draft of the Personnel Policies presented and approve the resolution establishing the Personnel Policies.

Attached: Redline Strikeout Draft Personnel Policies October 11, 2023

Clean Draft Personnel Policies 2023

Resolution Establishing Personnel Policies

WEST BAY
SANITARY DISTRICT



PERSONNEL POLICIES

RESOLUTION 23xx246 (20231)

Adopted by the District Board, <date>May 12, 2024

**West Bay Sanitary District
Personnel Policies**

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Field Code Changed

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Definitions:

Human ~~Resources~~ ~~Recourses~~: Personnel and Accounting Specialist

Manager: Department Head

Supervisor: Immediate Supervisor/Manager

~~District Manager~~~~General Manager~~: ~~District Manager~~~~General Manager~~

Union Represented Employees: Employees Represented by Local 350 Union

Non-Represented Employees: Employees Not Represented by Local 350 Union

Exempt Employees: Management Employees

Safety Coordinator: Water Quality Manager or Operations Superintendent

SECTION A: GENERAL POLICIES

A.1: Equal Employment Opportunity and Prohibition of Harassment and Discrimination Policy

A.1 (A): Purpose

The purpose of this policy is to confirm that the West Bay Sanitary District (the "District") is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct for all its current and prospective employees, as well as, persons providing services pursuant to a contract. "Persons providing services pursuant to a contract" means a person who meets the following criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

This Policy:

- Confirms the District's commitment to Equal Employment Opportunity;
- Confirms the District's commitment to prohibit and prevent- discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct in the workplace; and
- Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or this Policy.

A.1 (B): Equal Employment Opportunity

It is the policy of the District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression, and transgender), national origin (including language use ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events, as well as, activities at which the employee represents the District.

A.1 (C): Harassment Prevention

The District's policy prohibiting harassment applies to all persons involved in the operation of the District. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including agency officials, supervisors, managers, and other District staff. The District's harassment prevention policy also applies to vendors, suppliers, customers, independent contractors, interns (paid or unpaid), volunteers, persons providing services pursuant to a contract, and other persons with whom one may come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

In addition to discriminatory harassment based on a Protected Basis, the District prohibits acts of abusive conduct and bullying ~~a~~A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Abusive Conduct

Under the California Fair Employment and Housing Act (California Government Code 12950.1(h)(2)), abusive conduct is defined as "conduct of an employer or

employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

Bullying

Bullying is repeated, health harming mistreatment of another employee. Examples of prohibited bullying include but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments against established safety guidelines; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves:

- Written, verbal, graphic, or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work;
- Behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage harassment, abusive conduct, and bullying, the District also prohibits both active and passive support for these acts. Employees should either walk away from these acts when witnessed or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in harassment, abusive conduct, bullying, or retaliation for complaints about harassment will be subject to appropriate discipline up to and including termination of employment.

A. (D): Complaint Procedure

Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, Human Resources, or the ~~District Manager~~General Manager as soon as possible after the incident-giving rise to the complaint. If the complaint involves the employee's ~~District Manager~~General Manager, the complaint may be directed to the President of the District Board. Complaints may be presented orally or in writing. It is recommended that complaints be submitted in writing and be signed by the complainant, as anonymous written complaints may prevent the District from a full and thorough investigation. Complainants should be prepared to provide all known details of the incident or incidents, names of individuals involved, and names of any witnesses. Grievance Procedures will be followed according to the applicable Memorandum of Understanding (MOU) with the union represented group.

The District encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Supervisors must refer all complaints involving harassment, discrimination, retaliation, or other prohibited conduct to Human Resources so the District can address the complaint.

When the District receives allegations of misconduct, it will promptly investigate the facts and circumstances of the complaint. The District may, as appropriate, assign a qualified and impartial investigator to undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible; however, the District cannot guarantee complete confidentiality. The District's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. All employees are required to cooperate fully with any investigation. 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. Employees represented by a bargaining unit shall have the right to request that their union representative be present during an investigation, in accordance with the Memorandum of Understanding and/or other applicable rules.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner; the right to have a representative present during the investigative interview will be provided to the accused employee(s), as disciplinary action could result from the investigation;
- Documented in a report and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner and have findings/conclusions timely communicated to the Parties involved.

At the conclusion of the investigation, the investigator shall report his/her findings in writing to Human Resources and the ~~District Manager~~General Manager. The ~~District Manager~~General Manager will make the final determination regarding the complaint (unless the complaint involves the ~~District Manager~~General Manager), and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District's determination, and depending on the circumstances and interests involved, the results of the investigation.

If the District determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate and effective corrective action will be taken in accordance with the circumstances involved. The District also will take appropriate action to deter future misconduct.

Any employee determined by the District to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if an employee engages in unlawful harassment, said employee can be held personally liable for the misconduct.

Applicants or employees may also file a complaint with a government agency such as the following:

Dept of Fair Employment & Housing
39141 Civic Center Dr. Suite 250
Fremont, California 94538
www.dfeh.ca.gov
1-800-884-1684
Email: contact.center@dfeh.ca.gov

EEO Commission
450 Golden Gate Ave, 5 West
PO Box 36025
San Francisco, California 94102-3661
1-800-669-4000
web: <https://publicportal.eeoc.gov>

A.1 (E): Appeal of Determination

Any employee who files a complaint of discrimination, or harassment, retaliation, and disrespectful or other unprofessional conduct, or is charged with acting in violation of these policies may appeal the determination to -the District Board. Such appeal shall be conducted in accordance with Section C – Standards of Conduct, subsection C.5 (C) Hearing Procedure - Appeal of Determination Related to Discrimination/Harassment.

A.1 (F): Independent Contractors

Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

A.2: Injury Prevention Program

It is the District's goal to have a safe and healthful workplace. To that purpose we have implemented the Injury & Illness Prevention Program (IIPP) that is outlined in a separate document. A copy of the District's Injury & Illness Prevention Program is kept by the District's Safety Coordinator and is available for inspection and/or copying by the District's employees during normal business hours.

The District will do everything within its control to assure a safe environment, and will comply with federal, state and local safety regulations. Employees are expected to obey safety rules, follow established safe work practices, and to exercise caution in all their work activities. Employees under the influence of any medication, prescribed or otherwise, which may affect their ability to work safely, shall not report for work. Failure to comply with these safety rules will result in disciplinary action up to and including discharge.

All employees are expected to immediately report any unsafe conditions to their immediate supervisor or the ~~District Manager~~ General Manager. Working together, we can succeed in having a safe and healthful workplace from which we all will benefit.

A.3: Personnel File

The District will maintain an official personnel file for each employee. Employee's shall inform Human Resources of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in case of an emergency.

A.4: Confidentiality of Personnel Records

Except as provided in Section **A.5**, information contained in an employee's personnel file will be disclosed only to persons with a need to know and to outside third parties only pursuant to a proper legal request. Responses to credit or employment references will be limited to verification of name, position, title, dates of employment and salary range, unless the employee authorizes otherwise in writing. The home address and phone number of an employee will not be released except on the written authorization of the employee or due to reporting requirements of law enforcement or other regulatory agencies.

A.5: Reference Checks

Reference checks regarding current or former employees must be directed to Human Resources. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title, dates of employment, and current or final rate of pay.

A.6: Access to Personnel File

An employee, upon request to Human Resources may, during normal business hours, inspect their official personnel file. The District shall monitor the employee's inspection of their personnel file to ensure that nothing is removed, destroyed, or altered. Employee requests for photocopies of any personnel file materials to which the employee is entitled will be directed to Human Resources.

A.7: Disposition of District Property

The ~~District Manager~~General Manager may place certain items of District property for sale as the Board finds the items are no longer necessary for District purposes and allow employees, or others, to submit bids thereon provided, however, that employees shall not be entitled to any preference or advantage in purchasing such items. Such property shall be posted for sale with a reasonable minimum bid, as determined at the District's discretion. Payment in full shall be made at the time of sale.

A.8: Disability and Reasonable Accommodation Policy

The Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit employment discrimination based on a person's disability, perceived disability or history of disability. The FEHA is a California state law enforced by the Department of Fair Employment and Housing (DFEH). The ADA is a federal law enforced by the Equal Employment Opportunity Commission (EEOC). In some cases, the FEHA is more protective than the ADA. As a California Employer, if there is a difference between the ADA and FEHA, the District must meet the more protective requirements.

The ADA and FEHA require employers to provide reasonable accommodation to individuals who have a known medical condition, physical disability or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of the job, or (3) enable an individual to enjoy equal benefits and privileges of employment. The FEHA also requires employers to engage in a timely, good faith interactive process with an employee or applicant who requests reasonable accommodation.

This Policy identifies the District's plan to meet the requirements of the ADA and FEHA, and any other related state or federal laws. This policy provides a framework to discuss disability-related concerns and provides for an interactive process to discuss accommodation.

This Policy applies to all employment practices such as: recruitment, firing, hiring, training, job assignments, promotions, pay, benefits, layoff, leave, and all other employment-related activities.

A.8 (A): Individuals Covered by the ADA and FEHA

A person covered is someone who:

1. Has an actual physical or mental disability or medical condition;
2. Has been perceived to have a disability;
3. Has had a record or history of a disability;
4. Is being regarded or treated as having or had a disability.

A.8. (B): Definitions

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is set forth in the [American with Disabilities Act](#), the [California Fair Employment and Housing Act](#), [California Government Code section 12926](#), related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change due to a change in applicable law.

I. Mental Disability

Mental disability includes, but is not limited to, the following:

Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

II. Physical Disability

Physical disability includes, but is not limited to, the following:

Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

"Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

III. Medical Condition

Medical condition means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following

(a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(b) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

IV. Limits A Major Life Activity

"Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A mental, psychological or physiological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

V. Qualified Individual with a Disability

A person who (1) satisfies the job-related requirements for the position; and (2) is able to perform the essential functions of the position with or without reasonable accommodation.

VI. Essential Functions

Essential functions are the job duties that are fundamental to the position. Factors to consider in determining if a job function is essential include:

- Whether the reason the position exists is to perform that function
- The number of other employees available to perform the function or among whom the performance of the function can be distributed
- The degree of expertise or skill required to perform the function, and whether the function is specialized, and the individual is hired based on the ability to perform it.

Evidence of whether a particular function is essential includes, but is not limited to, the following:

1. The District's judgment as to which functions are essential.
2. Written job descriptions prepared before advertising or interviewing applicants for the job.
3. The amount of time spent on the job, performing the function.
4. The consequences of not requiring the incumbent to perform the function.
5. The terms of a collective bargaining agreement.
6. The work experiences of past incumbents in the job.
7. The current work experience of incumbents in similar jobs.

VII. Reasonable Accommodation

The District is required to provide reasonable accommodation for the known disabilities of a qualified employee or applicant to (1) enable to individual to be considered for a job; (2) enable the individual to perform the essential functions of his or her job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The District is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/applicant or others.

A reasonable accommodation may include, but is not limited to, the following:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical or electrical aids

If a qualified individual with a disability or medical condition can perform the essential functions of a position, with or without accommodation, the District is required to provide a reasonable accommodation unless the accommodation would represent an undue hardship to the District's operation or would present a direct threat to the employee or to others.

VIII. Undue Hardship

An accommodation poses an undue hardship when it requires significant difficulty or expense. Significant difficulty or expense is determined by evaluating several factors including, but not limited to the nature and cost of the accommodation; the overall

financial resources of the District and impact on District operations; the overall size and financial resources of the District; and the nature of the District's operations.

IX. Direct Threat

An individual who, because of a disability, poses a direct threat to the health or safety of the individual or other persons, even with a reasonable accommodation, is not a qualified individual with a disability.

A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodations.

A threat that is remote or theoretical is not sufficient to conclude that a person is not a qualified a person with a disability.

The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk; nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

A.8. (C): Notice of Disability

The employee/applicant is responsible for notifying their Supervisor, Manager, or Human Resources that employee/applicant has a disability or medical condition which requires reasonable accommodation. Notice of a disability may come in the form of:

1. The employee/applicant's direct statement to their Supervisor, Manager, or Human Resources that they are unable to perform a duty that is part of the job because of a disability;
2. The employee/applicant's direct request for an accommodation to the Supervisor, Manager, or Human Resources or
3. The Supervisor's, Manager's, or Human Resource's receipt of information regarding an employee/applicant's disability or need for accommodation.

A.8. (D): Requesting an Accommodation during Recruitment

The District will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants on the method for requesting reasonable accommodation.

When a qualified disabled applicant requests an accommodation, Human Resources staff will confer with the applicant on the type of accommodation(s) they need. When the applicant's disability is not obvious or known; or when additional medical clarification is needed; appropriate documentation of the disability, limitations, and the needed accommodation will be sought from the applicant. Given the time sensitivity of the

recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation.

A.8. (E): Requesting an Accommodation during Employment

Requests for reasonable accommodation do not have to be in writing and can be requested in a face-to-face conversation or using any other method of communication. A duty to provide a reasonable accommodation arises when the employer knows of the employee's disability. While the employer undoubtedly becomes aware of the disability when the employee directly informs the employer, the duty is also triggered if the employer learns of the disability from someone else or by observation. Once the employer knows of the disability, the employer must enter into the interactive process with the employee to determine an appropriate accommodation.

The District may require documentation from an appropriate medical provider which identifies:

1. The physical or mental limitations imposed by the disability or medical condition; and
2. For each limitation, the expected duration and whether it is permanent or temporary.

If the need for accommodation is temporary, the District will consider whether temporary transitional duty is appropriate. If the need for accommodation is permanent, the parties will discuss permanent accommodation.

A.8. (F): The Interactive Process

When a request for accommodation is made, Human Resources and the individual requesting an accommodation will engage in a good faith interactive process, as consistent with applicable laws, rules and/or MOU, to determine what, if any accommodation shall be provided. Subject to applicable rules and MOU, employees will have a right to a representative of their choice involved during the interactive process. Employees/applicants and the District must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. The District encourages verbal dialogue with the individual requesting accommodation, as well as written communications. During the interactive process, the employee/applicant and the District may discuss a variety of possible accommodations. Two-way communication is essential to this process. Applicants, employees, managers, and supervisors are encouraged to contact Human Resources at any time during this process to request assistance or advice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Obtain information from the individual and the individual's medical provider regarding the limitations caused by the disability or medical condition and the need for accommodation. If the report of the employee's/applicant's medical provider is inadequate, incomplete, or conflicts with other information obtained, the District may ask the employee/applicant to obtain further information from the medical provider or may refer the employee to a physician of the District's choice, at the District's expense.
2. In consultation with the employee/applicant, identify all possible accommodation(s) which would enable the applicant/employee to be considered for the position at issue, perform the essential functions of the position at issue, or otherwise enjoy equal benefits and privileges of employment.
3. In consultation with the employee/applicant, assess the reasonableness of each accommodation in terms of effectiveness and equal opportunity for the employee/applicant.
4. Implement the accommodation most appropriate for both the employee/applicant and the District. It should be understood that the District does not have to provide the accommodation preferred by the employee/applicant or their medical provider. The District has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation costs more or is more burdensome than the other, the District may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

Current Employees Only

If a qualified employee with a disability or medical condition cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the District will explore reassignment to a vacant position. Reassignment to another position is only made to vacant, funded positions. Efforts will be made to find a vacant position. If a suitable position does not exist within the employee's current department, Human Resources will conduct a District-wide job search and consider alternatives, transfer, and voluntary demotion. Promotions, creation of new positions, or displacement of other employees are not a required part of the reasonable accommodation process.

A.8. (G): Confidentiality

Human Resources shall maintain all medical information obtained in the disability accommodation process in a locked file that is stored separate from the employee's personnel file in compliance with applicable law.

The District will maintain confidential medical information, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) .

A.8. (H): Responsibilities

- I. Applicant:** Must advise Human Resources if they wish to request an accommodation during the recruitment, testing, or selection process.
- II. Employees:** An employee may initiate a request for reasonable accommodation orally or in writing to their supervisor or manager or Human Resources. The accommodation request must adequately communicate that an adjustment or change at work is needed because of a disability or medical condition, and whether the restriction is temporary or permanent, and must usually provide medical documentation to support the request.
- III. Manager/Supervisors:** Managers and Supervisors are responsible for being familiar with and understanding this policy and for consulting with Human Resources on accommodation issues and the interactive process.
- IV. [District Manager](#)[General Manager](#) and Human Resources:** Are responsible for the overall coordination of this policy.

A.8. (I): Complaint Resolution

If the employee/applicant is not satisfied with the outcome of the interactive process they have the option to make an informal complaint with the [District Manager](#)[General Manager](#) or file a formal complaint with the District's Board of Directors.

If the employee/applicant believes they have been discriminated against because of a disability, they may file a complaint as identified under section A.1 (D) of the Equal Opportunity Employment and Prohibition of Harassment and Discrimination.

A.9: Whistleblower Protection Policy

Purpose

All District employees operate under the requirements of numerous policies and State and Federal laws and regulations governing employee activities. The collective requirements of all of these laws, regulations, and policies create an environment of high standards for all District employees in the performance of their duties.

The purpose of this policy is to:

1. Establish an alternative process for reporting employee misconduct; and
2. Confirm the District's commitment to protecting whistleblowers from harassment or retaliation.

This policy is not intended to replace any of the existing procedures that are currently in place for reporting issues of employee misconduct or contractual grievances. All existing procedures for reporting employee misconduct and contractual grievances remain available in conjunction with the implementation of this policy.

Definitions

- Employee—any regular, temporary, or contracted employee of the District.
- Employee Misconduct—any employee action which specifically violates any employee responsibility defined in District policies, ordinances, and contractual agreements, as well as any State and Federal laws or regulations.
- Whistleblower—any employee reporting an allegation of employee misconduct.

Policy

Employees are encouraged to address allegations of employee misconduct at any level. This would typically include reporting the violation to the employee’s Supervisor, Manager, or the ~~District Manager~~General Manager. Employees who are not comfortable reporting employee misconduct to available Supervisors, Managers, or the ~~District Manager~~General Manager may elect to report the allegation of misconduct to the Board of Directors for appropriate referral and follow-up.

Reports may be done verbally or in writing. Reports may be anonymous, although follow-up and investigation may be limited in some situations when the reporting party is not identified.

An employee who reports an allegation of employee misconduct shall not be subject to harassment or retaliation. Any employee who retaliates against another employee who has reported an allegation of misconduct will be subject to discipline up to and including termination of employment. Employees who knowingly file a false report of employee misconduct may also be subject to discipline up to and including termination of employment.

California Whistleblowers Protection Act

The District complies with the California “Whistleblowers Protection Act”. The specific provisions of the Act are contained in Sections 1102.5 through 1106 of the California Labor Code. The Act protects employees when reporting any violations of State or Federal laws or regulations and requires the California State Attorney General to maintain a Whistleblower Hotline (800-952-5225) for accepting reported violations. A notice describing the Whistleblower Hotline is posted in workplaces throughout the District in compliance with the Act.

SECTION B: EMPLOYMENT PRACTICES

B.1: Status of Employees

B.1 (A) Initial Employment Period

All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in a Memorandum Of Understanding (MOU) between the District and the affected bargaining unit.

During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using paid vacation time until six months of the initial employment period is completed.

Note: Represented employees follow MOU guidelines concerning Probationary Periods.

B.1 (B): Employment at Will

All unrepresented employees of the District are, during the entire course of their employment, and both during and after any initial employment period, at-will employees. This means that either the employee or the District, through the ~~District Manager~~General Manager, can terminate the employment relationship at will, at any time, with or without cause and with or without advance notice. This arrangement is called "employment at-will" and no employee or representative of the District, other than the District Board, has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The President of the District Board or the ~~District Manager~~General Manager can only enter into a written employment agreement that is approved by the Board of Directors and signed by both the President of the District Board and the specific employee. However, at-will employment does not allow for any employment actions toward an employee that may be discriminatory or otherwise compromise basic employment rights under state and federal law.

B.1 (C): Constructive Resignation

Any employee who is absent from work for a period of five consecutive working days without approval of the ~~District Manager~~General Manager shall be considered to have resigned their employment with the District. The District will communicate its understanding of the employee's resignation in writing to the affected employee. The ~~District Manager~~General Manager may reinstate an employee if, in the ~~District Manager~~General Manager's judgment, the employee provides a satisfactory explanation for the unauthorized absence.

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B.1 (D): Part-Time Appointments

The workweek and workday of an employee holding a position under part-time appointment ("part-time employee") will be specified by the District ManagerGeneral Manager and will be any period of time less than 40 hours per workweek. Part-time employees do not accrue vacation or receive paid holidays. Part-time employees will accrue sick leave per Healthy Workplaces/Healthy Families Act 2014 (see section D.13.B-1). Part-time employees will not be eligible for retirement programs unless qualified under PERs, health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance, unless otherwise required by these plans.

B.1 (E): Temporary Appointments

Employees may be appointed on a temporary basis to perform work that will last a short period of time, not to exceed 6 consecutive months within one fiscal year. Temporary employees will not accrue vacation or receive paid holidays; nor will they receive any other benefits specified in this Policy, except as may be required by law. Temporary employees will accrue sick leave per state law (see section D.13.B-1).

B.1 (F): Funded Appointments

Whenever funding is made available to the District by another public agency for a particular program project, the District may use such funding to appoint employees. Funded appointments shall receive no benefits except as specified by the terms and conditions governing the particular program or project so funded, or state or federal law, and shall end upon expiration or the term of such particular program or project, or upon the termination of funding therefore, or upon termination of the employee pursuant to Section **B.1 (B)**, whichever occurs sooner.

B.1 (G): Contract Appointments

The District ManagerGeneral Manager may employ any person by written agreement for specialized duties such as Department Heads or external consultants. These contract employment agreements are subject to the terms and conditions of the particular contract agreement and Board approval. The written agreement will specify all terms and conditions of the employment relationship, and, unless expressly incorporated by reference, the District's policies prohibiting discrimination and harassment as set forth in Section A.1 (B) which are applicable to all contract appointments, and are to be made an express term of the agreement consistent with Section A.1(F). District Counsel shall review the agreement for contract employment and is subject to the approval of the Board.

B.2: Classification of Positions

Employees' exempt or non-exempt status is determined in compliance with federal law. Such laws describe the criteria for jobs to be classified as either non-exempt, requiring the payment of overtime, or exempt from overtime payment. The employee's eligibility or ineligibility for paid overtime is indicated in the job description/classification for the position the employee occupies under the designation of FLSA status "Exempt" or "Non-exempt." The job description is provided to the employee at initial District employment.

B.3: Recruitment, Selection and Promotion

The ~~District Manager~~General Manager will establish and implement recruitment, selection, and promotion procedures for the District. These procedures may vary depending on the position or positions to be filled and the needs of the District.

In additional support of policy section B.14 "Nepotism" No employee will in any way participate or attempt to influence decisions about any personnel matter, which may directly affect the selection, appointment, promotion, termination, or other employment decision regarding a "close relative." For the purpose of this policy, a "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

B.4: Additional Assignments, Transfers

Employees may on occasion be required to perform duties, which are not listed in their position descriptions. In addition, employees may be assigned to perform work in an office or department of the District in which they do not normally work. Compensation for temporary transfers will be provided as prescribed in the MOU, if applicable.

B.5: Abolition of Positions and Reductions in Force

At its sole discretion, the District may decide to abolish one or more positions, or restructure or reduce its workforce. Factors, which the District may use in abolishing positions and/or selecting employees for layoff, include, but are not limited to, accomplishment of the District's objectives, budgetary constraints, operational requirements, employee work performance, and length of service.

B.6: Workweek

The regular workweek for full-time employees will consist of 40 hours per week. Workweeks and workdays may be scheduled for the convenience and efficient operation of the District without regard to calendar days or calendar weeks.

B.7: Paydays

All employees of the District generally are paid regular wages on a bi-weekly basis (every other Friday) for work performed during the bi-weekly period ending seven days prior to pay day (previous Friday). If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

B.8: Advancement of Wages

Employees, whose approved vacation or holiday absence will incorporate the pay day Friday, may request their regular paycheck prior to the authorized absence. The District Board must specifically approve all other requests for advancement of wages.

B.9: Hours of Work

The District Office is normally open for business Monday—Friday, between the hours of 8:00 a.m. and 4:00 p.m.

Supervisors will assign individual work schedules for employees they supervise. Employees are generally required to work an 8-hour day. All employees are expected to be at their desk, work stations, or work locations, at the start of their scheduled shifts, ready to perform their work.

Non-exempt employees are required to take a mid-day meal period of at least 1/2 hour at a time as may be assigned by the supervisor. Employees are allowed 15-minute rest periods for every 4 hours of work or major portion thereof. Your supervisor may schedule your meal and rest periods.

B.9. 1. “9/80” Work Schedule Authorization

A regular employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 6:45AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle (“9/80 schedule”) if, in the ~~District Manager~~General Manager’s judgment, such schedule would best serve the District’s interests.

B.9.1(a). “9/80” Work Schedule Defined

The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day, the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period, the employee will work four (4) nine (9) hour days.

B.9.1(b). Calculating Overtime/Designation of FLSA Work Week

For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the end of the regularly scheduled eight (8) hour day and end of the last (fourth) regularly scheduled nine (9) hour day, in the following week to ensure that the fourteen day work cycle contains eighty (80) regularly scheduled hours of work. For non-exempt employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

B.9.1(c). Holidays on 9/80 Work Schedule

Eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five day, eight hour per day work schedule, and must use an hour of floating holiday, vacation, or compensatory leave on holidays on scheduled nine (9) hour days. [Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.]

B.9.1(d). Other Leave Days Affected by 9/80 Day Off

If the employee on a 9/80 work schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, they will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.]

B.9.1(e). Vacation and Sick Leave Accrual

The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

B.10: Reporting of Absences and Illnesses

Employees must make every effort to notify their supervisor as early as possible prior to an anticipated absence or illness. Employees should telephone their Supervisor, Manager, or the ~~District Manager~~[General Manager](#), no later than the regularly scheduled start time for the employee's work shift of the day the employee needs to be

absent, unless it is impossible to do so due to the emergency nature of the absence or illness. Employees must provide a reason and the probable duration of the absence.

B.11: Compensation Schedule: Adjustments in Compensation

B.11 (A): Compensation Schedule

The rate of pay for each position with the District is established by resolution of the District Board. Such rate may consist of a range or rates of pay for each position, or a single rate of pay, as the District Board determines in its sole discretion.

B.11 (B): Adjustments in Compensation

The District may, in its sole discretion, grant salary increases to full-time and part-time unrepresented employees. Regular full-time and part-time unrepresented employees are not eligible for salary increases until after the satisfactory completion of their Initial employment periods. Adjustments in compensation for represented employees shall be made in accordance with the terms of the MOU between the District and the affected bargaining unit.

B.11 (C): Performance Merit Pay program

The District may grant an annual performance merit payment to any unrepresented employee or bargaining unit member, at its discretion. The District will determine, from time to time, the funds available, if any, for such merit payments and the criteria and performance levels required to qualify for such merit payments. The merit payments will be based on team performance and payments will be uniformly calculated based on the Board approved criteria.

B.12: Overtime; Compensatory Time Off; Administrative Leave

B.12 (A): Overtime

Non-exempt employees are paid at one and one-half times their regular rate for all hours worked in excess of their regular schedule or alternate 9/80 scheduled, as provided in the MOU, in any workday, and the first eight hours worked on the seventh consecutive day of work in a workweek. All employees will be paid at one and one-half times their regular rate for hours in excess of 80 hours in a bi-weekly pay period.

B.12.1 (A): 40 hour/week Schedule Overtime

Non-exempt employees working a regular scheduled eight (8) hour day, five days a week, are paid at one and one-half times their regular rate for any hours worked over eight (8) hours in one workday and any work in excess of 40 hours in any one work week.

B.12.2 (A): 9/80 Schedule Overtime

Non-exempt employees on the 9/80 schedule, are paid at one and one-half times their regular rate for any hours worked in excess of nine (9) hours, when this is their regularly scheduled day, in excess of eight (8) hours, for the one eight hour day, and the first eight hours worked on the seventh consecutive day of work in a work week.

B.12.3 (A): Double-time

Non-exempt employees are paid at double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked on the employee's second regularly scheduled day off when they worked on the first regularly scheduled day off.

It is the policy of the District to discourage overtime work. —All overtime work will be subject to the prior approval of an employee's Manager or ~~District Manager~~General Manager, except when such work is required in an emergency to prevent loss of life, injury or damage to person or property, or to ensure the proper operation of the District's facilities. In the event of an emergency, employees must notify their Supervisor, Manager, or ~~District Manager~~General Manager as soon as practicable to seek approval of overtime work.

B.12 (B): Call-Backs

Non-exempt employees called back to work will be entitled to overtime compensation for such call-back time (excluding time spent going to and from work) if the call-back time causes the employee more than 8 hours of work in any work day or 40 hours in any work week or 9 hours of work and 80 hours bi-weekly for employees in the alternate 9/80 schedule. Employees called back to work for emergency services will be entitled to be compensated for a minimum of two hours of work for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time commences when the employee writes their arrival time on the call worksheet. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered to be a new call-back and the minimum 2-hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered to be part of the second 2-hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on a weekend or holiday, the deferred service will be considered to be a normal call-back and the 2-hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, they may receive compensatory time off as compensation for call-back time in accordance with subsection **B.12 (C)** below.

B.12 (C): Compensatory Time Off for Non-Exempt Employees

Instead of receiving overtime pay, non-exempt employees may, at their option, receive compensatory time off as compensation for overtime worked. Compensatory time off will accrue at the rate of one and one-half hours off for each hour of overtime worked, subject to the two-hour minimum for call-back time described in subsection **B.12 (B)** or three hours in subsection B.12(C).

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested. No employee may accrue more than eighty (80) hours of compensatory time off at any point during employment. Overtime will be paid if an employee has reached the eight (80) hour maximum. An employee must obtain supervisory approval before using compensatory time off.

B. 12 (D): Time Sheets

All employees are to record their hours worked and request time-off on the electronic timesheet for each pay period ~~through the Attendance on Demand (AoD) portal.~~

Any time off absence request must be submitted ~~through AoD~~ for approval, in advance and by the end of the pay period. In the event that an employee is absent from work due to illness or injury, the absence request shall be submitted ~~through the AoD portal~~ as soon as possible upon return to work.

The electronic timesheet is to be approved by the employee and their Supervisor, Manager, or ~~District Manager~~General Manager, by no later than the Monday following the end of the pay period.

B. 12 (E) : Administrative Leave

The ~~District Manager~~General Manager may grant, in the ~~District Manager~~General Manager's sole discretion, up to 10 days of Administrative Leave per calendar year to Exempt Employees who are not eligible for overtime. The Administrative Leave is used to offset hours worked in addition to the employee's normal 40 hour work week.

B.13: Continuous Service with the District

For initial, regular, and part-time employees in all classifications, length of continuous service with the District will be used as the basis for determining eligibility for benefits such as sick leave and vacation time.

Continuous service with the District will start with the date of initial employment and will continue until one of the following occurs:

1. An employee is discharged;
2. An employee voluntarily terminates his/her employment; or,
3. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

1. Absence by reason of industrial disability;
2. Authorized absence without pay for less than thirty (30) days in a calendar year;
3. Absence governed by applicable state and/or federal laws;
4. Pregnancy disability leave governed by 2Cal. Code Regs. § 7291.11(c).

B.14: Nepotism

The District has the sole discretion to decline to hire relatives of employees where actual or potential problems may arise regarding supervision, security, safety, morale, or where potential conflicts of interest exist. "Relatives" include: spouse, registered domestic partner, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

If two employees marry or become related, and the actual or potential problems described above exist, only one of the employees will be permitted to stay with the District unless changes can be made to eliminate the problems. The decision as to which relative will remain with the District must be made by the two employees within 30 calendar days of notification by the District. [If the employees do not decide, the District can a) discharge both; b) decide who to discharge; or c) the employee to be discharged can be determined by lot.

B.15: District Vehicle Use and, Cost Reimbursement, and EV Charging Station Policy

B.15 (A): District Vehicle Use

This policy applies to employees who drive District vehicles, including to and from work.

A.1: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy de minimis items such as non-alcoholic beverage, medications, etc., is also permitted.

A.2: Other than the foregoing uses, District vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours

trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

A.3: District vehicles will not be used to transport any non-district personnel unless in the course of business such as transporting consultants to a work site or tour of the facilities. Non-District personnel such as family, friends and other persons not in the course of District business shall not be transported in District vehicles for the convenience of those persons or the employee.

A.4: Employees taking District vehicles home for after hour response must be within 45 minutes of the District boundaries while on standby. Failure to respond to any calls within ~~the~~ 45 minutes may result in loss of the vehicle use privilege, expulsion from the standby program, and/or disciplinary measures.

A.5: At their discretion, the Board may authorize a Commuter benefits program. The program could include using a District Vehicle and Public Transportation options. Section B.15 (A): District Vehicle Use; A.1, A.2, and A.3 shall be followed at all times during the commuter benefit.

B.15 (B): District Vehicle Cost Reimbursement

When an employee is authorized to use their personal vehicle in the performance of District work, they will be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles will not be authorized for the performance of District work, if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Prior to any vehicle use for District business, an employee must submit to the District - proof of a current California Driver's License.

An employee must submit to the District proof of adequate insurance covering collision, personal injury, and property damage before any employee can use a personal vehicle in the performance of District work. In the event of a claim against an employee related to use of a personal vehicle to conduct District business, the employee's insurance shall be primary; the District's insurance shall be secondary.

B.15 (C): Electric Vehicle (EV) Charging Station Policy

Parking spaces with charging stations for electric vehicles (EV) are available on a first-come, first served bases for all employees in accordance with the following Use Policy and Guidelines. These stations are not intended to be used or accessed by the public or

non-WBSD staff and are only available for electric vehicles. There is currently no fee for utilizing the vehicle charging stations.

Use Policy

All employees wishing to use the WBSD charging stations to charge their personal electric vehicles must first receive approval from the Assistant Superintendent or General Manager before they can use the charging stations.

- **EV Owners Agreement** - EV owners agree not to hold the WBSD responsible for any damage to the vehicle that may occur while it is parked at the charging station.
- **Employee Waiver** – Employee accepts responsibility for any risks associated with use of the workplace charging stations.

Employees parking in the EV charging station spaces must limit charging times to no more than 4 hours per day. In cases where the exigency of District Business related Emergency would prevent an Employee from disconnecting his or her EV, the Employee shall be required to unplug his or hers EV as soon as practical to avoid exceeding the established charging station time limit. Employees that leave their EV on a charging station for longer than 4 hours may be subject to a fee of \$10 per hour (rounded up to the next whole hour) beyond the 4 hour limit. Employees found in violation of this 4 hour charging limit on three or more occasions within a 6 month time period may have their charging privilege suspended. Only EVs that are actively charging may use a parking spot associated with a station.

By using the charging stations, the EV owner consents for their vehicle to be unplugged when the charging station indicates their vehicle is fully charged. This will better enable vehicles parked adjacent to existing charging stations the opportunity to charge. Authorized personnel may disconnect the EV at any time.

Guidelines

Employees should not count on workplace charging stations being available when deciding to purchase an EV. The purchase decision should be based on the employee's ability to charge at home and convenience of publicly available charging stations.

There are currently three charging stations. Fleet vehicles shall have priority to access any of the charging stations as needed for WBSD business operations. Employees may be asked to move their EV from the charging station if there is an immediate need to charge a fleet vehicle.

WBSD encourages EV owners who use charging stations to let other EV owners know when they are finished. Employees are encouraged to communicate with each other regarding the need and/or availability of charging stations to other staff EV owners.

Charging cords and charging station status indicators have matching identification numbers to show which cord goes with which charging station. Cords are to be neatly placed back when finished. Cords should not be left on the ground as they are safety hazards.

The Assistant Operations Superintendent and General Manager will be responsible for oversight and enforcement of the EV Charging Station Policy and program.

B.16: Performance Evaluations

The ~~District Manager~~General Manager, or their designated representative, will conduct periodic, no less than annual, written performance evaluations of employees.

Written performance evaluations will be on forms prescribed by the ~~District Manager~~General Manager. Written performance evaluations will include, in addition to other information, recognition of effective performance and identification of areas needing improvement.

Each performance evaluation will be signed by the evaluator and will be discussed with the employee. Signed evaluations will be filed in an employee's personnel file.

SECTION C: Standards of Conduct

C.1: Electronic Communication and Data Use

C.1 (A) Telephones

Employees will refrain from making or receiving personal phone calls while on duty except in emergency conditions. Personal phone calls may be made or received during work breaks or during the employee's lunch period. Such calls should be kept to a minimum to avoid interfering with the work of the District. Personal long distance calls (outside the local area code) are not allowed on District's phone lines and should be made on the employee's personal phone.

C.1 (B) Computers/Email/Internet

The purpose of this policy is to establish standards for employees' use of District computers, software and communications equipment, including electronic mail and Internet access.

1. Email Usage.

- (a) District's local area network interconnects computers within adjacent offices and floors. The District network is also linked to computers throughout the world via internet. Email may be sent and received over the District network as well as outside computer networks. Email is an important method of distributing information among employees, business contacts and the public. Employees are responsible for checking their incoming email frequently,

reading its contents and responding in a timely manner. All email messages received at or sent from District computers or through the District server system are the property of the District and are not private.

(b) Email messages may constitute “public records” and accordingly, unless exempt under the provisions of the California Public Records Act, may be subject to disclosure in response to a public records request. Emails may also be subpoenaed as evidence in litigation. The District reserves the right to access and disclose for any lawful purpose all messages sent over its computer network and email system. Messages transmitted over the District email system should be those involved in District business activities for the accomplishment of business related tasks or any communication directly related to District business, administration or practices. Incidental and occasional personal use of the email system is permitted during break, lunch periods or on personal time only; however, such messages should not interfere or conflict with assigned duties, are not considered private, and they are subject to the access and disclosure statements set forth in this policy.

(c) Employees are responsible for the content of all text, audio or images that they place or send over the District computer network and email system. Messages with fraudulent, harassing, obscene, vulgar or sexually suggestive content are prohibited. Messages with derogatory or inflammatory remarks related to a person’s membership in any protected class as defined in policy section A.1 (C), II, are prohibited. Abusive, profane or offensive language will not be used in messages. Users will not attempt to obscure the origin of any message.

2. Internet Usage. Access to the Internet may be provided for employees to research and to use available information resources in performing business related tasks. Incidental personal use of the Internet should be kept at a minimum, should only occur during break, lunch periods, or on personal time only and should not interfere or conflict with assigned duties. Because the District’s electronic address must be used to gain access to the Internet, employees are assumed to be representatives of the District while they are using the Internet. Therefore, each employee who uses the Internet is responsible for protecting and enhancing the District’s public image, and must use the Internet in a productive manner. As representatives of the District, employees are responsible for using the Internet in an effective, ethical, and lawful manner.

3. Unacceptable Use of the Internet. Employees shall not use District computers to access the Internet for personal entertainment or for the purpose of soliciting non-District business. Any unlawful or inappropriate use of the Internet is prohibited. While it is not possible to provide a complete list, the unlawful or inappropriate uses of the Internet include but are not limited to the following purposes:

- Harassment and discrimination
- Offensive and defamatory conduct

- Viewing or downloading sexual or sexually-suggestive material
 - Gambling
 - Infringement of trademark, copyrights or licensing stipulations
 - Unauthorized access to others' software or data (i.e. hacking)
 - Expression of personal opinions or views which may be construed as being those of the District
 - Solicitation of personal business
 - All of the limitations noted in the preceding section relating to the use of the District network and email system.
 - Personal Financial Gain
4. Software. To prevent computer viruses from being transmitted through the computer systems, downloading or installation of any software (i.e. computer programs) shall be coordinated with and approved by the District in advance. All software introduced to individual employee workstation computers and/or those linked to the network must be installed and used in accordance with the copyright provisions of the software owner. Employees obtaining access to copyrighted software and material must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with written permission from the copyright owner. Users must not knowingly disable auto patching services configured on District's computers.
5. Security. All messages created, sent, or retrieved over the Internet or District network and Email system are the property of the District and may be considered public records. Transmittal or exchange of personal and confidential information should not be conducted using District computers. Deletion of personal email or Internet files from work station computers does not delete those files from backup files which are routinely stored. Communications including text and images may be reviewed by the District management and may be disclosed to law enforcement authorities, litigants or other third parties without prior consent of the sender or receiver. Employees should also understand that personal passwords are not an assurance of confidentiality.
- (a) Protection from data loss. Individuals with responsibility for district data and mission-critical operations must ensure that appropriate backups of software and data are maintained. Departmental administrators are responsible for assuring that staff members are trained to back up to the District network server.
- (b) Use of Central District Storage. WBSD provides resources to electronically store and maintain District data. Storage of personal information not related to District business must be limited to incidental and minimal use, and must not interfere in any way with the storage and maintenance of District data. Employees should consult with their manager to determine if they are using District storage resources appropriately.

- (c) Protection against degradation of operation. Users should avoid unnecessary printing, storage of unnecessary files, or unnecessary execution of programs that degrade system performance. Employee should consult with their administrator to determine appropriate definitions for unnecessary printing, storage, or program execution.

- (d) **Unauthorized Browsing.** Because confidential, critical, or important district data or information, intellectual property, or research information may be located in a user's account or computer (workstation, laptop, etc.), browsing, alteration or access of email messages or stored files in another user's account or on another user's computer or removable storage device (disks, USB drives, etc.) is prohibited, even when such files are not password protected, unless specifically authorized by the user. This prohibition does not affect authorized access by a network administrator, computer support technician, or departmental manager where such access is within the scope of that individual's job duties.
6. **Responsibility of Account Owners.** The owner of an account on multi-user systems, a computer assigned to multiple users, or an ID on a network, is responsible for all activity performed under the account or ID. Each person must use his/her own account (user ID) and not use, or alter an entry so as to appear to use, any other account (user ID). The password to an account must be kept confidential, must not be released to any other party or included in any documentation and must not be included in any unprotected communication software automatic login script. In the few instances where special circumstances or system requirements mandate that multiple users access the same account, extreme care must be used to protect the security of the account and its access password.
7. **Violations.** All employees who use District computers and information systems resources are responsible for complying with this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

C.2: Discipline

Employees may be subject to discipline, up to and including termination, for offenses including, but not limited to, the following:

1. Unsatisfactory work performance
2. Habitual/excessive absence or tardiness
3. Abuse of sick leave
4. Being purposely wasteful of material, property, or working time
5. Misconduct on the job or misconduct off the job which adversely affects the District
6. Insubordination, including refusal to perform reasonable work assignments
7. Failure to abide by rules, including safety rules, of the District
8. Failure to abide by this Personnel Policy
9. Falsification or forgery of employment application or other District records, books, or documents
10. Violation of the District's policy against discrimination and harassment, provided in sections **A.1**
11. Theft, fraud, or other dishonest conduct

12. Violation of the District's policy on timecards, provided in Section **B.12 (D)**
13. Violation of the District's policy on alcohol and drug abuse, provided in Section **C.4**
14. Violation of the District's policy on smoking, provided in Section **C.3**
15. Violation of the District's policy on solicitation or acceptance of gratuities, provided in Section **C.7**
16. Violation of the District's policy on outside employment, provided in Section **C.6**
17. Failure to report immediately to a supervisor any accidents or injuries on the job
18. Absence from work without permission from the employee's supervisor
19. Misusing, damaging, or destroying any property of the District or of any employee
20. Removing any District property or property of other employees from the District's premises without proper authorization
21. Disclosing, or otherwise misusing, the District's confidential information
22. Accepting personal remuneration from customers, agencies, or member of the public for matters involving the District
23. Driving without a license when one is required per employee job description
24. Knowingly obtaining unauthorized salary increases, or unapproved salary or overtime payments
25. Violation of State or Federal rules or regulations
26. Violation of internal accounting controls, rules or regulations
27. Improper use of building keys and access codes, including:
 - i. Divulging access codes to anyone or loan or duplicate a key to District buildings.
 - ii. Allow anyone to use their individual computer password either by telling them the password or permitting use of the computer while logged on with that password.
 - iii. Establish password-protected programs, documents or files on District computers without the approval of the District Board.

The above list is merely a guide to be used by employees to determine the types of conduct that are prohibited. It is not meant to be an exhaustive list, nor is it meant to affect or alter the existence of the District's at-will employment policy. In other words, by listing the types of conduct that will result in discipline, including possible termination, it is not to be implied that the grounds for termination are limited to those grounds specified herein, and it is not to be implied that termination must be for "cause".

C.3: Smoking

The District recognizes the health risks of smoking and, in particular, the hazards posed to employees by second-hand smoke. Smoking is prohibited inside or near entrances to District buildings, within District vehicles, and where prohibited by local or state ordinance.

C.4: Alcohol and Drug Abuse

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the District requires. The use of drugs or alcohol, or being under their influence, jeopardizes the welfare and safety of our employees and the public.

Employee compliance with the following provisions of the District's workplace drug and alcohol policy is a condition of employment. In addition, employees in positions classified as "safety-sensitive" in accordance with Department of Transportation regulations shall be subject to the District's Substance Abuse Policy.

1. The manufacture, possession, distribution, or purchase of an illegal drug or alcohol, or being under the influence of an illegal drug or alcohol, while on duty, by any employee while in a District facility, while performing District business, or while operating a vehicle owned or leased by the District, is strictly prohibited.
2. Using or being under the influence of any legally obtained drug while performing District business or while in a District facility or vehicle is prohibited to the extent that such use or influence affects job safety or efficiency.
3. "Under the influence" is defined as a detectable amount of any illegal drug or controlled substance in an employee's body system, or illegal amount of drugs or alcohol present in any employee, as determined by applicable law.
4. Employees who are under the influence of any medication, prescribed or otherwise, which may affect their work performance, are required to advise their supervisor of the potential effects of the medication.
5. Violation of this policy will result in disciplinary action, up to, and including termination.

C.4 (A): Alcohol and Drug Testing

In accordance with Department of Transportation Regulations, all employees in designated "safety-sensitive" positions are subject to drug and alcohol testing in accordance with the District's Substance Abuse Policy.

C.5: Disciplinary Action Procedures

C.5 (A): Pre-Implementation Procedure

Before implementing a suspension, demotion, or discharge with respect to unrepresented regular full-time and part-time employees, the ~~District Manager~~General Manager shall provide to such employees:

1. Written notice of the decision;

2. The effective date of the decision;
3. An opportunity to respond orally or in writing within five business days after receipt of the written communication from the District to implement the personnel action. It is the responsibility of the employee to request a meeting with the ~~District Manager~~General Manager or to provide a written response to the ~~District Manager~~General Manager within the five day period.

Represented employees shall be subject to disciplinary action in accordance with the applicable MOU between the District and the affected bargaining unit.

C.5 (B): Hearing Procedure – Disciplinary Action Appeals

Employees may appeal disciplinary action as follows:

1. Employees who have completed their probationary period and are faced with disciplinary action which affect an employee financially such as unpaid suspension, involuntary demotion, or employment termination shall be provided with a notice of the proposed action before the termination or other discipline becomes effective. The notice will inform the employee of his or her right to an informal hearing before the Board, either orally or in writing, before the discipline becomes effective. The District may place an employee on paid administrative leave pending the hearing if the District determines that such leave is necessary to protect the District or public safety. If the employee requests a hearing, the Board shall conduct a hearing to determine whether there are reasonable grounds to believe the charges are true and whether the charges support the proposed action. The decision of the Board is final.
2. Judicial review of any decision of the District is governed by California Code of Civil Procedure Section 1094.06. Pursuant to Section 1094.06 (b), a petition for Writ of Mandate seeking such review must be filed not later than the 90th day after the decision becomes final.

C.5 (C): Hearing Procedure – Appeal of Determination Related to Discrimination/Harassment Investigation

Any employee, regardless of tenure, who has filed a complaint of discrimination or harassment, and who is dissatisfied with the initial conclusion of the investigation and resulting determination may appeal the determination the full District Board. The full Board has the discretion to review the appeal, conduct a hearing, and take such action, as it deems appropriate. The decision of the Board is final.

C.6: Outside Employment

No District employee will be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict, potential conflict or the appearance of a conflict of interest for said employee; or,
2. The nature of the additional or outside employment is such that it will interfere with the employee's ability to safely and competently perform job functions; or,
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

An employee who does have additional or outside employment will not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said outside employment.

An employee has an obligation to notify the ~~District Manager~~ General Manager in writing regarding acceptance of outside employment within two business days.

Employees will not attempt to solicit outside employment relating to District activities from District constituents.

C.7: Gratuities / Acceptance of Gifts

In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the ~~District Manager~~ General Manager for return to the donor or other actions consistent with this policy, including reporting the gift on a Form 700 as required by the Fair Political Practices Commission.

Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 – Disciplinary Action Procedures.

C.8: Dress Code

Purpose:

The purpose of this policy is to set professional guidelines regarding dress and appearance on the job and to provide clarity and ensure fair treatment. District business requires District employees to treat rate payers and customers with respect and to promote and enhance a professional image. Our goal in dealing with business professionals, homeowners, and other government agencies is to at all times conduct ourselves in a professional manner and maintain their respect.

Section 1. **General Rule.** Employees' personal appearance and hygiene are important to Employees, the District, and the public. Employees are expected to maintain appropriate professional personal appearance and be clean and well-groomed. Employees should always dress in a manner befitting the job, with due consideration to the business needs of the District, other Employees, the public, and safety. All manners of dress must comply with all other safety requirements.

Section 2. **Clothing Requirements.** An Employee's clothing should always be in keeping with customary, professionally acceptable attire for the workplace/office and meeting with customers, clients, and the public. Hard Hats worn in the field must be issued by the District and meet safety requirements. Soft hats in the field must not interfere with safety requirements and must either be issued by the District or, if a personal hat, must display no logo, graphics, or message. Hats worn in the office must comply with professional business standards. Personnel working in the field must wear appropriate safety clothing and apparel provided by the District when on duty. Clothing that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans or shorts;
- shirts or other articles of clothing with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive;
- attire that is revealing or provocative;
- flip-flops or any type of loose footwear;
- sweat suits;
- see-through blouses or shirts;
- sports bras, halter tops, or similar attire;
- tank tops;
- clothing that allows bare midriffs;

Section 3. **Jewelry/Tattoos/Piercings.** Jewelry must be kept to a minimum. Tattoos and body piercings must not be visible in the office or business workplace. For field personnel interacting with the public or business professionals, tattoos must be hidden from view to the maximum extent practicable. If field conditions necessitate removal of clothing for reasonable comfort and safety, exposure of tattoos can be allowed during these events. However; tattoos with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive shall not be exposed. Ear piercing consistent with professional and business workplace is allowed. Ear lobe plugs, gauges, and tunnels are not allowed during business hours.

Section 4. **Hair Style.** Hair style must be professional for an office environment and/or safe work place.

Section 5. **Accommodation.** In the event that the above policy causes religious concerns or concerns based upon any other legally protected class, please contact Human Resources to discuss potential appropriate accommodation.

C.9: Conflict of Interest

The District expects employees to conduct business according to the highest ethical standards of conduct. Unauthorized business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose in writing any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the District's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact Human Resources or the [District Manager/General Manager](#) to obtain advice on the issue. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.

Incompatible Activities

Public officials and employees should not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties as District employees or with the duties, functions or responsibilities of their appointing power.

SECTION D: Benefits

D.1: General Information

The District provides a number of insurance, vacation, sick, and holiday leave programs to encourage a healthy work environment and protect its employees, both current and retired.

All employees are encouraged to avail themselves of the vacation and holiday leave provided by the District in the year in which the leave is accrued, except during the probationary period.

D.2: Accrued Leave Defined

For the purposes of this section, accrued leave is defined as Vacation, Holiday, and Sick leave. Neither Administrative Leave nor “Banked” Compensatory Time is accrued leave. While every effort will be made to accommodate an employee’s leave request, the District reserves the right to deny any leave request.

D.3: Eligibility For Benefits

An employee’s eligibility for the various insurance programs offered by the District is dependent upon the employee’s employment status. Generally, all full-time, regular employees of the District are eligible for the various programs described in this section. Part-time employees may accrue sick leave based on the hours worked but do not accrue vacation or receive paid holidays. Part-time employees will not be eligible for retirement benefits, health insurance, dental insurance, life insurance and accidental death and dismemberment insurance, unless otherwise required by these plans. Full-time Temporary employees are eligible for sick time, as prescribed in the MOU or state law.

D.4: Vacation

D.4 (A): General Provisions

1. All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in the MOU between the District and the affected bargaining unit.
2. During the first six months of the initial employment period, full-time employees will accrue paid vacation and sick leave benefits but are prohibited from using this paid vacation time until six months of the initial employment period is completed. Employees do not accrue vacation leave while on short-term or long-term disability leave, unless otherwise required by law.
3. Employees will not accrue more than two times the number of annual vacation hours specified in Section D.4 (B) unless approved in advance by the ~~District Manager~~General Manager. Any approved exception shall have a one year limit. No employee shall receive an exception to the vacation accrual more than once in a three year period. For unrepresented employees, excess accrued vacation shall be paid to the employee monthly in lieu of accrual.
4. An employee whose employment with the District terminates will be paid for any accrued vacation time at their final rate of pay.
5. Part-time employees do not accrue vacation leave.

D.4 (B): Rates of Accrual

Full-time District employees accrue paid vacation leave at the following rates:

VACATION HOURS Accrued per Year	YEARS OF EMPLOYMENT	
	Non-Exempt Employees	Exempt Employees
80	1st through 5th	
120	6th through 10th	1st through 5th
160	11th through 25th	6th through 15th
240	26th and above	16th and above

For example: If an employee's fifth year starts on January 10, 2017 the next accrual tier will begin on January 10, 2018, which is the start of the 6th year.

D.5: Paid Holidays

D.5 (A): General Provisions

1. Full-time employees receive eight (8) hours off with pay for each of the holidays listed in **D.5 (B)** below. Part-time employees do not receive paid holidays.
2. If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a holiday falls on a Sunday, the following Monday generally will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Non-exempt employees who work on any of the holidays listed in **D.5 (B)** below other than Thanksgiving Day, Christmas Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, one and one-half times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.
5. Non-exempt employees who work on Christmas Day, Thanksgiving Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.

D.5 (B): Holidays

The following days will be recognized as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

D.6: Floating Holidays

1. Full-time employees receive five (5) days or 40 hours designated as floating holidays on January 1st.
2. Part-time employees do not receive floating holidays.
3. Employees may accrue up to a maximum of ten days or 80 hours accrued floating holidays. Each January 1st, employees who have accrued more than the maximum shall be paid the number of excess days/hours at their current hourly rate.

Employees must receive prior approval from their supervisor before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs.

D.7: Educational Assistance

Regular full-time employees of the District are encouraged to pursue educational opportunities which are related to their present work, or which will prepare them for potential advancement opportunities within the District.

The District has the sole discretion in determining whether to reimburse employees for courses. The ~~District Manager~~General Manager may elect to reimburse courses of study based on the following guidelines:

1. Qualified classroom education and non-classroom education (e.g., e-learning, distance learning) are reimbursable under this policy.
2. To be eligible for reimbursement of course costs, the employee must receive advance written approval for the class(s) from the ~~District Manager~~General Manager. Requests for reimbursement must be submitted in writing.

3. A class may be eligible for reimbursement pursuant to this policy if the ~~District Manager~~General Manager determines that the class is, related to the employee's present work assignment or that it will prepare them for future foreseeable opportunities within the District. The ~~District Manager~~General Manager will determine that the class provider is an accredited or otherwise qualified provider of the educational training classes. Such classes may be taken individually and need not be directed toward a degree or certificate.
4. The District may reimburse up to the entire costs of tuition and required class materials if the employee received a grade of A or B for the class(s). Reimbursement eligibility for classes which do not grant traditional letter grades are subject to ~~District Manager~~General Manager review and approval.
5. The District may reimburse for up to one-half (1/2) of the cost of tuition and required class materials if the employee received a grade of C, or pass for the class(s).
6. No reimbursement to employees who fail or receive a grade below C for the class(s).
7. The total amount of reimbursement, which will be paid to an employee, is limited to \$3,000.00 in any calendar year with ~~District Manager~~General Manager pre-approval and may be subject to reduction or withdrawal at any time based on District budgetary requirements.

FLSA Exempt Employees (Management) and Non-represented staff may be eligible to exceed the \$3,000.00 limit in any calendar year if enrolled in a program of post-secondary education courses which is designed to result in obtaining an advanced degree in a work related field such as; public administration, business administration, engineering, etc., and have entered into a "Student Loan Agreement" with the District approved by the ~~District Manager~~General Manager and District Board. The intent of this section is to support the District's Succession Plan.

8. Upon completion of the class(s), the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the ~~District Manager~~General Manager.
9. The employee will be notified of final approval, or the reasons for disapproval, of their request for reimbursement.

D.8: Medical, Dental, Long Term Disability, Life and Accidental Death and Dismemberment Insurance

The District provides a variety of insurance plans, which are briefly described below, to eligible employees.

D.8 (A): Medical, Dental and Vision

The District pays the minimum coverage required by law toward active employees' medical insurance coverage, as adjusted from time to time. In addition, the District will offer an IRC Section 125 Cafeteria Plan to its eligible employees to assist in the costs of medical, dental, and vision monthly premiums based on the level of the employee's medical plan enrollment.

<u>Enrollment Level</u>	<u>Effective 1/1/19</u>
Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year until 2024, per the MOU.

Flexible Spending Account plan: Since January 1, 2013 the District also offers a separate Flexible Spending Account plan, -to permit members to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will be subject to applicable state and federal law.

Medical insurance coverage and plans are provided to eligible employees through the Public Employees' Retirement System ("PERS"). Medical premiums are subject to change each calendar year on January 1st and remain in effect for 1 calendar year.

Dental and Vision coverage is also provided to eligible employees. Information regarding dental and vision coverage may be obtained from Human Resources.

All monies used for actual insurance premiums shall be pre-tax dollars. If an employee does not use the entire allotment, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premiums for medical, dental, and vision insurance coverage exceeds their monthly amount of the Cafeteria Plan, the overage will be withheld from the employee's paycheck.

Eligibility for medical, dental, and vision coverage begins for all eligible employees on the first of the month following date of hire. If the date of hire falls on the first of the month, dental, and vision coverage is effective on the date of hire.

D.8 (B): Long Term Care

Long term (nursing home and assisted living) care plans are not currently available through CalPERS. However, should CalPERS allow enrollment in the future, eligible employees may enroll with premiums paid through payroll deductions to CalPERS.

D.8 (C): Long Term Disability Insurance

Long-term disability insurance is available to eligible employees. Long-term disability benefits become effective on the ninety-first day of disability. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$87,000 for employees, \$119,000 for managers, subject to the terms, conditions and limitations of such particular program or insurance policy.

Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the amount the employee was earning when the disability started. The District pays the premium for the employee.

D.8 (D): Short Term Disability Insurance

Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty days is eligible to receive full base salary from the thirty-first day of disability to the ninetieth day of disability.

D.8 (E): Life and Accidental Death and Dismemberment Insurance

The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee’s annual base salary, subject to a maximum of \$300,000, subject to the terms, conditions and limitations of such particular program or insurance policy.

The tables below summarize benefits schedules detailed in this policy;

Disability Leave Benefit Schedule

Leave Period	Leave Type	Who pays	Amount of Employee Benefit
1-30 days	Sick leave, Vacation, Floating Holiday	Employee paid leave bank	100% pay
31-90 days	STD	District paid	100% pay
91+ days	LTD	District paid	66.67% pay

Disability Leave—Other Benefit Continuation

Period	Health	Life	Dental	Vision	Paid time Accrual (sick leave, vacation, holidays)
1-30 days	Continued; usual cost split (Employer- employee)	Continued; District paid	Continued; usual cost split	Continued; usual cost split	Accruals continue
31-90 days	Continued; usual cost split	Continued; District paid	Continued; usual cost split	Continued; usual cost split	No accruals
91+ days	Employee paid after 2 nd month after 91 st day	Continued; premium waived	Employee paid	Employee paid	No accruals

D.9: PERS Retirement Plan

The District is a participant in the California Public Employee Retirement System (CalPERS), which is the nation’s largest public pension program, serving California public agencies.. CalPERS is the District’s primary retirement program and is governed by California Public Employees’ Retirement Law (PERL) and the California Public Employees’ Pension Reform Act (PEPRA), which took effect in January 2013.

D.9 (A) Pension Formula

1. For employees hired before July 1, 2012, the District will continue to contract with CalPERS to provide such employees with benefits under the “2.5% at age 55” pension formula (Classic Tier I). The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 but before December 6, 2012. An employees hired on or after December 6, 2012 shall be classified as a “new employee” with the District.

For employees hired after December 6, 2012 and with a prior membership in CalPERS before January 1, 2013 and a break in service of less than six (6) months (Classic member), the employee will be in the District Tier II plan, subject to a pension formula of “2% at age 60”.

Any new employee, who does not qualify as a CalPERS Classic member, joining CalPERS for the first time after January 1, 2013 or with a break in service of over six (6) months, will be in the District PEPRA plan, in which case the pension formula of “2% at age 62” applies.

2. For purposes of the pension formulas under paragraph 1 above, final compensation will be determined as provided under Government Code §20037 (The retirement formula is based on an average of the final 3 years of employment compensation or any consecutive 36 months during the member's employment that the base pay, including other CalPERS reportable compensation, is the highest average; and is subject to the terms, conditions, and limitations of the CalPERS program.).
3. Effective January 1, 2013 the District implemented PEPR, prescribing the pension benefits of certain employees. Employees subject to the PEPR are not covered by the terms of subsection D.9 (A) 1 above. The PEPR will continue to apply to District employees to the extent and in the manner required by law.
4. The application of the pension formula is subject to the rules and laws governing CalPERS retirement benefits, which may be subject to change.

D.9 (B): Pension Contributions

1. Employees covered under the Classic Tier I plan will pay the eight percent (8%) employee contribution required by the PERS pension plan. Employees covered under the Classic Tier II plan will pay the seven percent (7%) employee contribution. Employees subject to PEPR will pay half of normal cost as provided by PEPR. PEPR required contributions are currently 6.75% and subject to change. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. CalPERS is an Internal Revenue Code Section 414(d) plan, permitting employee contributions to be made on a tax deferred basis.
2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.

The District does not participate in the Federal Social Security system, for full-time employees participating in the CalPERS pension plan. Part-time employees are subject to Social Security, unless otherwise eligible under CalPERS. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District makes a deduction from each employee's pay check for the Medicare contribution.

D.10: PERS Survivor Benefit Plan

The District contracts with CalPERS to provide Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee. The survivor benefit provides a monthly taxable allowance which is payable in addition to any other pre-retirement death benefit paid by CalPERS.

The number of survivors determines the monthly allowance. Additional information on this benefit may be obtained from the District Administration Offices.

D.11: Employee Assistance Program

The Employee Assistance Program (EAP) is a benefit provided at the District's expense to all employees of the District. The program is designed to provide assessment, referral and counseling in a confidential and professional environment.

Use of the program is limited to three appointments during the period January 1 through June 30 and three appointments during the period July 1 through December 31 in each calendar year.

An Employee Assistance Counselor may recommend referral to other health care providers and will discuss with each employee the coverage for such services afforded under the employee's individual health care plan. The employee is solely responsible for any costs incurred as the result of such referrals and should consult with their health care provider to determine the coverage available to themselves or family members.

All services provided by the Employee Assistance Program are strictly confidential and will not be disclosed to the District. Subject to the appointment limitations stated above, the EAP is available to both the employee and their eligible dependents (spouse/ registered domestic partner or dependent children.)

D.11 (A): District Referral

The ~~District Manager~~ General Manager may, at his sole discretion, refer an employee to the Employee Assistance Program. The employee shall be encouraged to sign a release to notify the District that the appointment was made and kept. No other information shall be disclosed to the District without the employees' written consent.

D.12: Deferred Compensation

Employees may participate in any deferred compensation plan offered by the District. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year.

The District will provide matching contributions for unrepresented employees, at a one (1) to 0.75 ratio to a maximum of 3% of salary. (Example If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan. The ~~District Manager~~ General Manager may have a different contribution ratio based on their contract.

D.13: Leaves of Absence

D.13 (A): Absence Request

Employees must request time off using the AoD portal any of the following types of absences:

- a. Vacation Leave
- b. Floating Holiday Leave
- c. Compensatory Time Leave
- d. Sick Leave
- e. Medical Leave
- f. Pregnancy Leave
- g. Jury/Witness Leave
- h. Bereavement Leave
- i. Leave Without Pay
- j. Military Leave

Scheduling of leave-vacation, floating holiday or compensatory time leave- may be done up to one year in advance. After a scheduled leave is approved, the District will make every effort to honor that request. However, should the needs of the District later require the services of the employee during the period of approved leave, the District may need to cancel or reschedule all, or a portion, of the previously approved leave. Medical and pregnancy leave requests are governed under sections D.13 (B) (2) and D.13 (B) (1) below.

Employees are to submit a leave request through the AeDP portal. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member. Absence Requests are to be submitted to the employee's supervisor at least one week before the requested leave, except in cases of emergency or other unanticipated absences. In these instances, the request must be submitted at the earliest possible opportunity. Absence Requests for sick leave due to illness are to be submitted to the employee's supervisor during the first workday upon returning to work.

D.13 (B): Leaves of Absence

D.13 (B)(1): Sick Leave

1. Sick leave may be used only in the event of an illness, dentist or doctor appointment, or non-industrial injury of the employee, or of the employee's family member (child, parent, spouse or registered domestic partner, grandparent, grandchild, or sibling.) Up to one-half of the employee's annual sick leave accrual may be used to care for a sick or injured family member, or for a dentist or doctor appointments of the family member (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave).
2. As a condition of approval of sick leave for any employee, the District may require verification of the reason for which the sick leave is requested. After an employee has used sick leave, the District may request verification of the reason for the taken sick leave. Use or attempted use of sick leave when an employee is not entitled to use sick leave will result in disciplinary action up to and including discharge.
3. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the beginning of the employee's work day whenever possible and in no case later than one (1) hour after the time established as the beginning of the employee's work day, unless the employer determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may lead to disciplinary action.
4. An employee may use their accrued vacation or floating holiday leave for sick leave when their sick leave is depleted.
5. If the employee is absent on sick leave for more than one (1) day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.

D.13 (B)(1)(i): Accrual

Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may accumulate up to four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, they will no longer accrue sick leave until their balance falls below four hundred eighty (480) hours.

Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Temporary, Part-Time, or seasonal employees who work more than thirty (30) days in a year, will accrue sick leave at the rate of one hour (1 hour) per thirty (30) hours worked beginning the first date of employment. A Temporary, Part-Time, or seasonal employee's use of sick leave will be limited to 24 hours or three days during a calendar year (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave). Temporary, Part-Time, or seasonal employees will be limited to total accrued paid sick leave of no more than 48 hours or six days.

Pursuant to California Government Code Section 20965, the District will report to CalPERS the balance of any remaining accrued but unused sick leave for an employee whose effective date of retirement is within four months of separation from employment with the District for purposes of calculating the employee's years of service credit.

D.13 (B)(2): Medical Leave

Any regular or part time employee who, for medical reason, is temporarily unable to work may request in writing a medical leave of absence. The ~~District Manager~~[General Manager](#) will evaluate the request based on the circumstances involved, the anticipated duration of the leave, and the needs of the District. Such period will not exceed six (6) months.

A medical leave of absence is unpaid except that an employee who is granted a medical leave of absence must utilize any accrued sick leave and thereafter, accrued vacation or holiday leave, during the period of their sick leave. The employee also may be eligible for the District's short-term and long-term disability plans, as well as any disability retirement benefits under CalPERS. Any portion of a leave that occurs after all sick, holiday, vacation, short term and long term disability benefits have been exhausted will be without pay.

Health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of short term disability until the last day of the second month, following the 91st day of disability. The cost of coverage normally borne by the employee will remain the sole responsibility of the employee. The employee should make arrangements with the office to pay for the costs of such coverage before the leave begins.

Life, Accidental Death, and Dismemberment Insurance for which the employee is otherwise eligible, will be continued during the period of disability up to a maximum of Ninety [90] days. The carrier waives premiums for these benefits when the employee's disability exceeds 90 days.

Dental and vision insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of disability until the last day of the month in which the 91st day of disability occurs.

Sick, holiday, and vacation leave will not accrue while an employee is on a disability leave in excess of thirty (30) days.

An employee who requires a leave of absence for medical reasons must make a request to the ~~District Manager~~General Manager in writing explaining the need for such a leave. The employee must provide at least 30 days advance notice before the date the leave will begin if the need for the leave is foreseeable. If the employee learns of the need for a leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable. The notice must specify that a need for a medical leave exists, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a medical certification from a health care provider that verifies the existence of the medical condition, the anticipated duration of the leave, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certification from time to time thereafter in order to provide updated information regarding the employee's condition. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he/she is fit to return to work and articulates specific restrictions regarding employee physical capabilities.

~~Although the District is unable to guarantee reinstatement, a~~An employee who returns to work within twelve (12) months of commencement of the leave of absence with a release to full duties will be returned to their former position, if available, provided that a written medical statement verifying ability to perform the physical requirements of the job is presented. If such position is not available, the employee will be offered an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment~~another position for which the employee is qualified, if one is available~~. Such an employee will be credited with all service on paid leave status prior to the commencement of their disability, but not for the leave without pay.

Requests for extensions of a leave of absence will be considered if they are received by the ~~District Manager~~General Manager in writing before the expiration of the approved leave, are supported by proof of continued medical need as supported by a certification by a health care provider, and request extensions that do not cause the total period of absence to exceed six months. An employee who fails to report for work immediately following the expiration of an approved extended leave ~~will~~may be deemed to have voluntarily resigned.

D.13 (B)(3): Modified Duty Policy

A. Purpose.

The purpose of the District's Modified Duty Policy is to encourage and motivate employees to return to work as quickly as possible while recuperating from either work-related and non-work related illnesses or injuries. Coordination between

medical personnel and the District can often lead to modified duty which, if properly evaluated and monitored, may speed the employee's recovery while minimizing disruptions to the District's operations/administration that may otherwise occur when employees are absent due to injuries or illness.

B. Procedure.

1. The District will require that the injured employee's physician complete a "Modified Duty Status" form upon the initial doctor's visit and upon each subsequent follow-up visit. This form will provide the District with a guide to determine whether a modified duty assignment is appropriate.
2. It will be the responsibility of the employee to secure the completed "Modified Duty Status" form and to keep their supervisor informed as to the time and date of their next scheduled doctor's visit.
3. The District will endeavor to accommodate employees and provide work that will fit within the constraints specified by the physician. If a limitation or constraint is unclear or ambiguous, the District will err on the side of employee health and safety regarding assignment of specific duties. Employees will not work overtime while on Modified Duty.
4. Employees on modified duty status must keep all scheduled medical appointments, and must be re-evaluated as to their modified duty status at least once per month.
5. Participation in the modified duty program is conditional upon the employee's continued medical progress toward recovery and return to regular duties. In the event the employee reaches a stationary condition a medical determination will be made as to whether the employee can return to their former position or whether alternative employment opportunities may be considered. As the modified duty program is intended as an interim measure, there will be a review of progress toward return to regular duties no later than six months after the employee enters the program.
6. If, at the 6 month review a determination is made that permanent accommodation will be required, the District will engage in an iterative process with the employee regarding the feasibility of reasonable permanent accommodations. The District will make the final decision as to what, if any, reasonable accommodation will be provided.

D.13 (B)(4): Family Care and Medical Leave

D.13 (B)(4)(i) Family Medical Leave Act and California Family Rights Act

The Family Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. The California Family Rights Act (CFRA) is a state law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. Eligible full-time employees may take up to 12 workweeks (480 hours) of leave in a 12-month period. Part-time employees may take leave on a proportional basis. The District will provide an eligible employee with job and benefit protected leave time for qualifying reasons, as required by these laws. Eligible employees receive 12 workweeks (or 26 workweeks in some cases) in a 12-month period, they do not need to take leave in one continuous period of time; leave may be used continuously, intermittently, or on a reduced work schedule.

ELIGIBILITY:

To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee and have 12 months or more of service with the District and have worked at least 1,250 hours in the 12-month period before the first day of leave.

An employee is eligible to take FMLA in the event of:

- The employee's own serious health condition;
- the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be taken within one year of the event; when both parents are employed by the same employer, they are limited to a combined 12 weeks of bonding leave
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent or grandchild) with a serious health condition as certified by a health care provider.
- A "qualifying exigency" arising from the employee's spouse, son, daughter or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- To care for a service member when the employee is the spouse, son, daughter, parent or next of kin of a covered service member.

If the employee qualifies, the employee is entitled to up to a total of 26 workweeks for military caregiver leave.

An employee is eligible for CFRA leave in the event of:

- The employee's own serious health condition (with the exception of pregnancy, which is covered under Pregnancy Disability Leave and does not run

concurrently with CFRA)

- Bonding time after the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be completed within one year of the event; when both parents are employed by the same employer, they each are eligible for 12 weeks of bonding leave.
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, ~~grandparent, or grandparent,~~ grandchild, or "designated person"), with a serious health condition as certified by a health care provider.
- "Designated Person" is any individual related by blood or whose association with the employee is the equivalent of family relationship. The employee must identify the "designated person" at the time the employee requests the leave. Employees are limited to one designated person per 12-month period.
- A "qualifying exigency" arising from the employee's spouse, qualified domestic partner, son, daughter, ~~or parent,~~ or designated person who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- The need to care for a spouse or parent with a serious health condition as certified by a health care provider.
- The need to care for a registered domestic partner.

When the reason for the leave is covered by both FMLA and CFRA, the leave will run concurrently. When the reason for the leave is not covered by both laws, only one will be used and eligibility for the other leave remains. For example, an employee can take 12 weeks of leave to care for a sibling under CFRA and then another 12 weeks to cover a spouse's illness or their own illness under the FMLA for a total of 24 weeks of protected leave.

DEFINITIONS:

"Serious health condition" means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or other individual with a qualifying relationship to a child, parent spouse or registered domestic partner of the employee that involves either:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or
- Continuing treatment or supervision by a health care provider

"Health Care Provider":

- An individual licensed as a physician or surgeon, including an osteopathic physician or surgeon, who directly treats or supervises the treatment of the Serious Health Condition; or Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services under the FMLA.

“Child”:

- A biological, adopted, or foster child, a stepchild, or a legal ward or child of an employee standing in “loco parentis” (“loco parentis” means in place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities although there may not be a biological or legal relationship). A child must be either under 18 years of age or an adult dependent child for FMLA, but under CFRA, the definition of a “child” does not require that the child be under 18 or an adult dependent of the employee..

“Parent”:

- A biological, foster or adoptive parent, a step-parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

“Qualifying Exigency”:

- Family preparations resulting from a short-notice of deployment, attending military events and related activities, child care and school activities affected by the deployment, activities related to care of the military member’s parent, financial and legal arrangements affected by the deployment, counseling related to the deployment, time with service member during rest and recuperation leave, certain post-deployment activities, and additional activities related to the active duty or call to active duty agreed to by the employee and employer.

CERTIFICATION

An employee must provide 30 days advance notice to his or her manager of the need to take Family Medical Leave, FMLA, or CFRA leave when the need for leave is foreseeable. When 30 days’ notice is not possible, the employee must provide notice to their manager as soon as practicable but no later than 15 days after the commencement of the leave.

The employee must provide a medical certification or military orders for all FMLA or CFRA requests. The District is not permitted to request a diagnosis. The certification must be issued by a Health Care Provider and shall include:

1. The date on which the Serious Health Condition commenced;
2. The probable duration of the condition;
3. The appropriate medical information within the knowledge of the health care provider regarding the condition, including that the employee is unable to perform the functions of their position or the employee is required to care for their spouse or family member.

PAID OR UNPAID LEAVE

FMLA and CFRA are unpaid leaves. Employees may choose to use any earned or accrued benefit time in accordance with District guidelines.

- For the employee's own serious health condition, the employee may elect, or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.
- If the leave is to care for a qualifying family member, the District requires the employee to use any accrued vacation time or other accumulated paid leave. Employees are entitled to use up to half of their annual accrual of sick leave to care for a qualifying family member. Example: employees who accrue the full 96 hours in a year can use 48 hours for the care of a qualifying family member. This time can be used continuously or intermittently.

BENEFIT CONTINUATION

During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave.

During FMLA or CFRA leave, the District will maintain and provide the employer portion (e.g., Cafeteria Plan amount) towards the group health insurance coverage as enrolled for an employee as if they were working. Employees who are "not enrolled" in health insurance coverage through the District will receive the current amount as listed in the table under Section D.8 (A): Medical, Dental and Vision.

REINSTATEMENT

Employees on FMLA have the right to reinstatement to the same or comparable position upon return. There is a limited exception under FMLA for "key employees" that allows an employer to deny reinstatement to an employee who is among the highest paid 10% of the District's employees. This denial is necessary to prevent substantial and grievous economic injury to the operations of the District. The District is required to notify the employee of the intent to deny reinstatement. However, CFRA leave does not have this "key employee" exception and the District is required to reinstate all employees after CFRA leave unless the position would have otherwise been eliminated independent of the CFRA leave (e.g., layoff, reduction in hours, or disciplinary action unrelated to CFRA leave), or where the employee fraudulently took CFRA leave when they did not otherwise qualify for the leave.

D.13 (B)(5): Workers' Compensation Leave

D.13 (B)(5)(i): Eligibility

An employee who in the performance of their District job duties incurs a job related injury or illness that qualifies the employee for Workers' Compensation temporary disability benefits (i.e. a "compensable claim"), will be placed on Workers' Compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to their supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to their supervisor.

D.13 (B)(5)(ii): Certification

The method and requirements for verification of the basis for the Workers' Compensation leave shall be as allowed or required pursuant to the State of California's Workers' Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of their regular position without limitation or with limitations that the District can reasonably accommodate pursuant to the District's Modified Duty Policy (D.13(B)(3)) is required before the employee will be permitted to return.

D.13 (B)(5)(iii): Duration

The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;
2. The employee is released to work with some restrictions, and work is offered by the District, which is consistent with those restrictions;
3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or
4. The employee informs the District of the intent not to return to work (either by directly communicating this intent to the District or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

An employee returning to work must provide the District with reasonable advance notice of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, if available. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available.

D.13 (B)(5)(iv): Benefits

Employees sustaining a job-related injury or illness may be entitled to a combination of benefits from any accumulated paid leave, the District's workers' compensation carrier, and the District's short-term and long-term disability plans. These benefits, if any, will be paid in accordance with the provisions of the benefit's respective plans. In no event will the benefits received by the employee exceed their regular rate of pay as of the date of the job-related injury or illness.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

D.13 (B)(5)(v): Use of Accrued Leave

Vacation, holiday, and sick leave benefits, which the employee uses during the leave, will be coordinated with workers' compensation benefits; such that the total amount received by the employee will not exceed their regular wages.

D.13 (B)(6): Bereavement Leave

The District offers five (5) days of leave for the death of an employee's immediate family member (child, step-child, grandchild, parent, parent-in-law, grandparent, sibling, spouse, or registered-domestic partner). This leave does not need to be taken consecutively, but it must be used within three (3) months of the date of death. The District may require documentation of the death of a family member within 30 days of the first day of leave. Three (3) days of leave will be paid, and the remaining two (2) days are either unpaid and/or the employee may utilize any available annual or sick leave may be used for this leave to cover the absence.

If an employee's immediate family member (child, step-child, parent, parent-in-law, grandparent, sibling, spouse, or registered-domestic partner) dies, the employee will be granted up to three (3) days of paid funeral leave to arrange for and attend the funeral or memorial service. The District Manager may also approve the employee's use of accumulated compensatory time-off, vacation, or holiday time to attend to estate-related matters.

D.13 (B)(7): Jury and Witness Duty

An employee summoned for jury or witness duty must immediately notify the District Manager General Manager, and provide a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits and vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete their remaining normal workday, if feasible.

D.13 (B)(8): Military Leave

The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law. The District will pay the employee's salary for up to 30 days while on Military Leave.

D.13(C): Miscellaneous Leaves

Employees may occasionally need time off to address certain matters that are regulated by law. The District will comply with its legal obligations to provide employees time off, where necessary, to perform military duty or fulfill other commitments. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that the time be paid.

D.13(D): Pandemic Related Policies

In the interest of protecting the health and safety of the District's employees, the District will comply with applicable Center for Disease Control (CDC), CalOSHA, California Department of Public Health (CDPH), and other local, state, and federal regulatory agency protocols, recommendations and/or requirements, and the District will take every precaution to reduce the risk of exposure to a virus, such as COVID-19. Guidelines, protocols and policies change rapidly as new information emerges on how to stop the spread of this virus, and other potential new health and safety risks.

The District shall thus adhere to its Pandemic Prevention Program, ~~located on the District's website at westbaysanitary.org~~ which contains the most up-to-date information and policies, including protocols such as face covering, social distancing, hygiene, testing requirements.

If an employee is required to stay home for a Pandemic related illness and/or exposure, and the employee is unable to perform their work at home, the employee may be granted paid administrative leave, at the discretion of the ~~District Manager~~General Manager, for up to 10 days and 1 occurrence of possible exposure. The above leave may apply until the pandemic ceases to exist.

Employees may be eligible for additional paid or unpaid sick leave, or other benefits as consistent with applicable state or federal law.

The District reserves its rights to implement and modify workplace protocols consistent with state and/or federal law in the interest of the health, safety and welfare of its employees and on the operational needs of the District.

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SECTION E: Amendments

These Personnel Policies may be amended at any time by the District Board, with or without advance notice to employees, unless subject to any obligation to meet and confer with any recognized bargaining unit. Employees will be provided a copy of any amendments.

For employees whose terms and conditions of employment are covered by a Memorandum of Understanding, these Personnel Policies are not intended to supersede or override any provision set forth by the Memorandum of Understanding. In the event of any conflict or inconsistency between the provisions of this Personnel Policy and the provisions of an applicable Memorandum of Understanding, the Memorandum of Understanding shall apply and in accordance with applicable law.

WEST BAY
SANITARY DISTRICT



PERSONNEL POLICIES
RESOLUTION 2392 (2023)

Adopted by the District Board, October 11, 2023

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Definitions:

Human Resources: Personnel and Accounting Specialist

Manager: Department Head

Supervisor: Immediate Supervisor/Manager

General Manager: General Manager

Union Represented Employees: Employees Represented by Local 350 Union

Non-Represented Employees: Employees Not Represented by Local 350 Union

Exempt Employees: Management Employees

Safety Coordinator: Water Quality Manager or Operations Superintendent

SECTION A: GENERAL POLICIES

A.1: Equal Employment Opportunity and Prohibition of Harassment and Discrimination Policy

A.1 (A): Purpose

The purpose of this policy is to confirm that the West Bay Sanitary District (the “District”) is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct for all its current and prospective employees, as well as, persons providing services pursuant to a contract. “Persons providing services pursuant to a contract” means a person who meets the following criteria: (1) the person has the right to control performance of the contract for services and discretion as to the manner of performance; (2) the person is customarily engaged in an independently established business; and (3) the person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer’s work.

This Policy:

- Confirms the District’s commitment to Equal Employment Opportunity;
- Confirms the District’s commitment to prohibit and prevent discrimination, harassment, retaliation, and disrespectful or other unprofessional conduct in the workplace; and
- Provides a complaint and investigation procedure to resolve complaints of alleged discrimination or harassment in violation of the law or this Policy.

A.1 (B): Equal Employment Opportunity

It is the policy of the District to provide all current and prospective employees, as well as, persons providing services pursuant to a contract, with equal opportunity in employment without discrimination on the basis of: sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, gender (including gender identity, gender expression, and transgender), national origin (including language use ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by law. This non-discrimination policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events as well as, activities at which the employee represents the District.

A.1 (C): Harassment Prevention

The District's policy prohibiting harassment applies to all persons involved in the operation of the District. The District prohibits harassment, disrespectful or unprofessional conduct by any employee of the District, including agency officials, supervisors, managers, and other District staff. The District's harassment prevention policy also applies to vendors, suppliers, customers, independent contractors, interns (paid or unpaid), volunteers, persons providing services pursuant to a contract, and other persons with whom one may come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

In addition to discriminatory harassment based on a Protected Basis, the District prohibits acts of abusive conduct and bullying a safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Abusive Conduct

Under the California Fair Employment and Housing Act (California Government Code 12950.1(h)(2)), abusive conduct is defined as "conduct of an employer or

employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

Bullying

Bullying is repeated, health harming mistreatment of another employee. Examples of prohibited bullying include but are not limited to screaming; swearing; name calling; stealing; giving dangerous work assignments against established safety guidelines; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves:

- Written, verbal, graphic, or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device);
- Behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work;
- Behavior that adversely affects an employee's ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage harassment, abusive conduct, and bullying, the District also prohibits both active and passive support for these acts. Employees should either walk away from these acts when witnessed or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in harassment, abusive conduct, bullying, or retaliation for complaints about harassment will be subject to appropriate discipline up to and including termination of employment.

A. (D): Complaint Procedure

Complaints or reports of harassment or discrimination should be directed to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, Human Resources, or the General Manager as soon as possible after the incident-giving rise to the complaint. If the complaint involves the employee's General Manager, the complaint may be directed to the President of the District Board. Complaints may be presented orally or in writing. It is recommended that complaints be submitted in writing and be signed by the complainant, as anonymous written complaints may prevent the District from a full and thorough investigation. Complainants should be prepared to provide all known details of the incident or incidents, names of individuals involved, and names of any witnesses. Grievance Procedures will be followed according to the applicable Memorandum of Understanding (MOU) with the union represented group.

The District encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Supervisors must refer all complaints involving harassment, discrimination, retaliation, or other prohibited conduct to Human Resources so the District can address the complaint.

When the District receives allegations of misconduct, it will promptly investigate the facts and circumstances of the complaint. The District may, as appropriate, assign a qualified and impartial investigator to undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected.

The District will maintain confidentiality to the extent possible; however, the District cannot guarantee complete confidentiality. The District's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. All employees are required to cooperate fully with any investigation. 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. Employees represented by a bargaining unit shall have the right to request that their union representative be present during an investigation, in accordance with the Memorandum of Understanding and/or other applicable rules.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner; the right to have a representative present during the investigative interview will be provided to the accused employee(s), as disciplinary action could result from the investigation;
- Documented in a report and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner and have findings/conclusions timely communicated to the Parties involved.

At the conclusion of the investigation, the investigator shall report his/her findings in writing to Human Resources and the General Manager. The General Manager will make the final determination regarding the complaint (unless the complaint involves the General Manager), and what corrective action, including discipline, if any, is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the District's determination, and depending on the circumstances and interests involved, the results of the investigation.

If the District determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred, appropriate and effective corrective action will be taken in accordance with the circumstances involved. The District also will take appropriate action to deter future misconduct.

Any employee determined by the District to be responsible for harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if an employee engages in unlawful harassment, said employee can be held personally liable for the misconduct.

Applicants or employees may also file a complaint with a government agency such as the following:

Dept of Fair Employment & Housing
39141 Civic Center Dr. Suite 250
Fremont, California 94538
www.dfeh.ca.gov
1-800-884-1684
Email: contact.center@dfeh.ca.gov

EEO Commission
450 Golden Gate Ave, 5 West
PO Box 36025
San Francisco, California 94102-3661
1-800-669-4000
web: <https://publicportal.eeoc.gov>

A.1 (E): Appeal of Determination

Any employee who files a complaint of discrimination, or harassment, retaliation, and disrespectful or other unprofessional conduct, or is charged with acting in violation of these policies may appeal the determination to the District Board. Such appeal shall be conducted in accordance with Section C – Standards of Conduct, subsection C.5 (C) Hearing Procedure - Appeal of Determination Related to Discrimination/Harassment.

A.1 (F): Independent Contractors

Contracts with the District, which contain an equal opportunity employment/non-discrimination clause, shall also include language requiring those contractors to be responsible for ensuring that effective policies and procedures concerning the prevention of harassment exist in their companies.

A.2: Injury Prevention Program

It is the District's goal to have a safe and healthful workplace. To that purpose we have implemented the Injury & Illness Prevention Program (IIPP) that is outlined in a separate document. A copy of the District's Injury & Illness Prevention Program is kept by the District's Safety Coordinator and is available for inspection and/or copying by the District's employees during normal business hours.

The District will do everything within its control to assure a safe environment, and will comply with federal, state and local safety regulations. Employees are expected to obey safety rules, follow established safe work practices, and to exercise caution in all their work activities. Employees under the influence of any medication, prescribed or otherwise, which may affect their ability to work safely, shall not report for work. Failure to comply with these safety rules will result in disciplinary action up to and including discharge.

All employees are expected to immediately report any unsafe conditions to their immediate supervisor or the General Manager. Working together, we can succeed in having a safe and healthy workplace from which we all will benefit.

A.3: Personnel File

The District will maintain an official personnel file for each employee. Employee's shall inform Human Resources of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in case of an emergency.

A.4: Confidentiality of Personnel Records

Except as provided in Section **A.5**, information contained in an employee's personnel file will be disclosed only to persons with a need to know and to outside third parties only pursuant to a proper legal request. Responses to credit or employment references will be limited to verification of name, position, title, dates of employment and salary range, unless the employee authorizes otherwise in writing. The home address and phone number of an employee will not be released except on the written authorization of the employee or due to reporting requirements of law enforcement or other regulatory agencies.

A.5: Reference Checks

Reference checks regarding current or former employees must be directed to Human Resources. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title, dates of employment, and current or final rate of pay.

A.6: Access to Personnel File

An employee, upon request to Human Resources may, during normal business hours, inspect their official personnel file. The District shall monitor the employee's inspection of their personnel file to ensure that nothing is removed, destroyed, or altered. Employee requests for photocopies of any personnel file materials to which the employee is entitled will be directed to Human Resources.

A.7: Disposition of District Property

The General Manager may place certain items of District property for sale as the Board finds the items are no longer necessary for District purposes and allow employees, or others, to submit bids thereon provided, however, that employees shall not be entitled to any preference or advantage in purchasing such items. Such property shall be posted for sale with a reasonable minimum bid, as determined at the District's discretion. Payment in full shall be made at the time of sale.

A.8: Disability and Reasonable Accommodation Policy

The Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) prohibit employment discrimination based on a person's disability, perceived disability or history of disability. The FEHA is a California state law enforced by the Department of Fair Employment and Housing (DFEH). The ADA is a federal law enforced by the Equal Employment Opportunity Commission (EEOC). In some cases, the FEHA is more protective than the ADA. As a California Employer, if there is a difference between the ADA and FEHA, the District must meet the more protective requirements.

The ADA and FEHA require employers to provide reasonable accommodation to individuals who have a known medical condition, physical disability or mental disability where accommodation is needed to (1) enable an individual to be considered for a job, (2) enable an individual to perform the essential functions of the job, or (3) enable an individual to enjoy equal benefits and privileges of employment. The FEHA also requires employers to engage in a timely, good faith interactive process with an employee or applicant who requests reasonable accommodation.

This Policy identifies the District's plan to meet the requirements of the ADA and FEHA, and any other related state or federal laws. This policy provides a framework to discuss disability-related concerns and provides for an interactive process to discuss accommodation.

This Policy applies to all employment practices such as: recruitment, firing, hiring, training, job assignments, promotions, pay, benefits, layoff, leave, and all other employment-related activities.

A.8 (A): Individuals Covered by the ADA and FEHA

A person covered is someone who:

1. Has an actual physical or mental disability or medical condition;
2. Has been perceived to have a disability;
3. Has had a record or history of a disability;
4. Is being regarded or treated as having or had a disability.

A.8. (B): Definitions

The following definitions are provided solely as a guide to assist in the interpretation and application of this Policy. Further detail is set forth in the [American with Disabilities Act](#), the [California Fair Employment and Housing Act](#), [California Government Code section 12926](#), related federal and state laws and regulations, and cases interpreting those acts and regulations. The following definitions may be subject to change due to a change in applicable law.

I. Mental Disability

Mental disability includes, but is not limited to, the following:

Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity.

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

II. Physical Disability

Physical disability includes, but is not limited to, the following:

Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine, which limits a major life activity.

A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

"Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

III. Medical Condition

Medical condition means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following

(a) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(b) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

IV. Limits A Major Life Activity

"Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity. A mental, psychological or physiological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

V. Qualified Individual with a Disability

A person who (1) satisfies the job-related requirements for the position; and (2) is able to perform the essential functions of the position with or without reasonable accommodation.

VI. Essential Functions

Essential functions are the job duties that are fundamental to the position. Factors to consider in determining if a job function is essential include:

- Whether the reason the position exists is to perform that function
- The number of other employees available to perform the function or among whom the performance of the function can be distributed
- The degree of expertise or skill required to perform the function, and whether the function is specialized, and the individual is hired based on the ability to perform it.

Evidence of whether a particular function is essential includes, but is not limited to, the following:

1. The District's judgment as to which functions are essential.
2. Written job descriptions prepared before advertising or interviewing applicants for the job.
3. The amount of time spent on the job, performing the function.
4. The consequences of not requiring the incumbent to perform the function.
5. The terms of a collective bargaining agreement.
6. The work experiences of past incumbents in the job.
7. The current work experience of incumbents in similar jobs.

VII. Reasonable Accommodation

The District is required to provide reasonable accommodation for the known disabilities of a qualified employee or applicant to (1) enable the individual to be considered for a job; (2) enable the individual to perform the essential functions of his or her job; or (3) enable the individual to enjoy equal benefits and privileges of employment. The District is not required to provide an accommodation that would be an undue hardship or that would present a direct threat to the employee/applicant or others.

A reasonable accommodation may include, but is not limited to, the following:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical or electrical aids

If a qualified individual with a disability or medical condition can perform the essential functions of a position, with or without accommodation, the District is required to provide a reasonable accommodation unless the accommodation would represent an undue hardship to the District's operation or would present a direct threat to the employee or to others.

VIII. Undue Hardship

An accommodation poses an undue hardship when it requires significant difficulty or expense. Significant difficulty or expense is determined by evaluating several factors including, but not limited to the nature and cost of the accommodation; the overall

financial resources of the District and impact on District operations; the overall size and financial resources of the District; and the nature of the District's operations.

IX. Direct Threat

An individual who, because of a disability, poses a direct threat to the health or safety of the individual or other persons, even with a reasonable accommodation, is not a qualified individual with a disability.

A direct threat is a significant risk of substantial and imminent harm, which cannot be eliminated or reduced to an acceptable level by reasonable accommodations.

A threat that is remote or theoretical is not sufficient to conclude that a person is not a qualified a person with a disability.

The assessment of whether or not a person poses a direct threat must be made on a case-by-case basis considering the following factors: duration of the risk; nature and severity of the potential harm; the likelihood that the potential harm will occur; and the imminence of the potential harm.

A.8. (C): Notice of Disability

The employee/applicant is responsible for notifying their Supervisor, Manager, or Human Resources that employee/applicant has a disability or medical condition which requires reasonable accommodation. Notice of a disability may come in the form of:

1. The employee/applicant's direct statement to their Supervisor, Manager, or Human Resources that they are unable to perform a duty that is part of the job because of a disability;
2. The employee/applicant's direct request for an accommodation to the Supervisor, Manager, or Human Resources or
3. The Supervisor's, Manager's, or Human Resource's receipt of information regarding an employee/applicant's disability or need for accommodation.

A.8. (D): Requesting an Accommodation during Recruitment

The District will include a statement on all applications and recruitment packages indicating the availability of reasonable accommodation in the application process with instructions to applicants on the method for requesting reasonable accommodation.

When a qualified disabled applicant requests an accommodation, Human Resources staff will confer with the applicant on the type of accommodation(s) they need. When the applicant's disability is not obvious or known; or when additional medical clarification is needed; appropriate documentation of the disability, limitations, and the needed accommodation will be sought from the applicant. Given the time sensitivity of the

recruitment process, Human Resources staff will move as quickly as possible to make a decision, and if appropriate, provide an accommodation.

A.8. (E): Requesting an Accommodation during Employment

Requests for reasonable accommodation do not have to be in writing and can be requested in a face-to-face conversation or using any other method of communication. A duty to provide a reasonable accommodation arises when the employer knows of the employee's disability. While the employer undoubtedly becomes aware of the disability when the employee directly informs the employer, the duty is also triggered if the employer learns of the disability from someone else or by observation. Once the employer knows of the disability, the employer must enter into the interactive process with the employee to determine an appropriate accommodation.

The District may require documentation from an appropriate medical provider which identifies:

1. The physical or mental limitations imposed by the disability or medical condition; and
2. For each limitation, the expected duration and whether it is permanent or temporary.

If the need for accommodation is temporary, the District will consider whether temporary transitional duty is appropriate. If the need for accommodation is permanent, the parties will discuss permanent accommodation.

A.8. (F): The Interactive Process

When a request for accommodation is made, Human Resources and the individual requesting an accommodation will engage in a good faith interactive process, as consistent with applicable laws, rules and/or MOU, to determine what, if any accommodation shall be provided. Subject to applicable rules and MOU, employees will have a right to a representative of their choice involved during the interactive process. Employees/applicants and the District must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. The District encourages verbal dialogue with the individual requesting accommodation, as well as written communications. During the interactive process, the employee/applicant and the District may discuss a variety of possible accommodations. Two-way communication is essential to this process. Applicants, employees, managers, and supervisors are encouraged to contact Human Resources at any time during this process to request assistance or advice.

While each request for accommodation is unique and individual cases vary, steps to be taken in the Interactive Process may include, but are not limited to the following:

1. Obtain information from the individual and the individual's medical provider regarding the limitations caused by the disability or medical condition and the need for accommodation. If the report of the employee's/applicant's medical provider is inadequate, incomplete, or conflicts with other information obtained, the District may ask the employee/applicant to obtain further information from the medical provider or may refer the employee to a physician of the District's choice, at the District's expense.
2. In consultation with the employee/applicant, identify all possible accommodation(s) which would enable the applicant/employee to be considered for the position at issue, perform the essential functions of the position at issue, or otherwise enjoy equal benefits and privileges of employment.
3. In consultation with the employee/applicant, assess the reasonableness of each accommodation in terms of effectiveness and equal opportunity for the employee/applicant.
4. Implement the accommodation most appropriate for both the employee/applicant and the District. It should be understood that the District does not have to provide the accommodation preferred by the employee/applicant or their medical provider. The District has the ultimate discretion to choose amongst the accommodations, so long as the chosen accommodation is reasonable and effective. If one accommodation costs more or is more burdensome than the other, the District may choose the less expensive or less burdensome accommodation, or one that is easier to provide.

Current Employees Only

If a qualified employee with a disability or medical condition cannot perform the essential functions of their current position, with or without accommodation, but may be qualified to perform the essential functions of a different position, the District will explore reassignment to a vacant position. Reassignment to another position is only made to vacant, funded positions. Efforts will be made to find a vacant position. If a suitable position does not exist within the employee's current department, Human Resources will conduct a District-wide job search and consider alternatives, transfer, and voluntary demotion. Promotions, creation of new positions, or displacement of other employees are not a required part of the reasonable accommodation process.

A.8. (G): Confidentiality

Human Resources shall maintain all medical information obtained in the disability accommodation process in a locked file that is stored separate from the employee's personnel file in compliance with applicable law.

The District will maintain confidential medical information, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) .

A.8. (H): Responsibilities

I. Applicant: Must advise Human Resources if they wish to request an accommodation during the recruitment, testing, or selection process.

II. Employees: An employee may initiate a request for reasonable accommodation orally or in writing to their supervisor or manager or Human Resources. The accommodation request must adequately communicate that an adjustment or change at work is needed because of a disability or medical condition, and whether the restriction is temporary or permanent, and must usually provide medical documentation to support the request.

III. Manager/Supervisors: Managers and Supervisors are responsible for being familiar with and understanding this policy and for consulting with Human Resources on accommodation issues and the interactive process.

IV. General Manager and Human Resources: Are responsible for the overall coordination of this policy.

A.8. (I): Complaint Resolution

If the employee/applicant is not satisfied with the outcome of the interactive process they have the option to make an informal complaint with the General Manager or file a formal complaint with the District's Board of Directors.

If the employee/applicant believes they have been discriminated against because of a disability, they may file a complaint as identified under section A.1 (D) of the Equal Opportunity Employment and Prohibition of Harassment and Discrimination.

A.9: Whistleblower Protection Policy

Purpose

All District employees operate under the requirements of numerous policies and State and Federal laws and regulations governing employee activities. The collective requirements of all of these laws, regulations, and policies create an environment of high standards for all District employees in the performance of their duties.

The purpose of this policy is to:

1. Establish an alternative process for reporting employee misconduct; and
2. Confirm the District's commitment to protecting whistleblowers from harassment or retaliation.

This policy is not intended to replace any of the existing procedures that are currently in place for reporting issues of employee misconduct or contractual grievances. All existing procedures for reporting employee misconduct and contractual grievances remain available in conjunction with the implementation of this policy.

Definitions

- Employee—any regular, temporary, or contracted employee of the District.
- Employee Misconduct—any employee action which specifically violates any employee responsibility defined in District policies, ordinances, and contractual agreements, as well as any State and Federal laws or regulations.
- Whistleblower—any employee reporting an allegation of employee misconduct.

Policy

Employees are encouraged to address allegations of employee misconduct at any level. This would typically include reporting the violation to the employee's Supervisor, Manager, or the General Manager. Employees who are not comfortable reporting employee misconduct to available Supervisors, Managers, or the General Manager may elect to report the allegation of misconduct to the Board of Directors for appropriate referral and follow-up.

Reports may be done verbally or in writing. Reports may be anonymous, although follow-up and investigation may be limited in some situations when the reporting party is not identified.

An employee who reports an allegation of employee misconduct shall not be subject to harassment or retaliation. Any employee who retaliates against another employee who has reported an allegation of misconduct will be subject to discipline up to and including termination of employment. Employees who knowingly file a false report of employee misconduct may also be subject to discipline up to and including termination of employment.

California Whistleblowers Protection Act

The District complies with the California "Whistleblowers Protection Act". The specific provisions of the Act are contained in Sections 1102.5 through 1106 of the California Labor Code. The Act protects employees when reporting any violations of State or Federal laws or regulations and requires the California State Attorney General to maintain a Whistleblower Hotline (800-952-5225) for accepting reported violations. A notice describing the Whistleblower Hotline is posted in workplaces throughout the District in compliance with the Act.

SECTION B: EMPLOYMENT PRACTICES

B.1: Status of Employees

B.1 (A) Initial Employment Period

All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in a Memorandum Of Understanding (MOU) between the District and the affected bargaining unit.

During the first six months of the initial employment period, employees will accrue paid vacation and sick leave benefits but are prohibited from using paid vacation time until six months of the initial employment period is completed.

Note: Represented employees follow MOU guidelines concerning Probationary Periods.

B.1 (B): Employment at Will

All unrepresented employees of the District are, during the entire course of their employment, and both during and after any initial employment period, at-will employees. This means that either the employee or the District, through the General Manager, can terminate the employment relationship at will, at any time, with or without cause and with or without advance notice. This arrangement is called "employment at-will" and no employee or representative of the District, other than the District Board, has the authority to alter this policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The President of the District Board or the General Manager can only enter into a written employment agreement that is approved by the Board of Directors and signed by both the President of the District Board and the specific employee. However, at-will employment does not allow for any employment actions toward an employee that may be discriminatory or otherwise compromise basic employment rights under state and federal law.

B.1 (C): Constructive Resignation

Any employee who is absent from work for a period of five consecutive working days without approval of the General Manager shall be considered to have resigned their employment with the District. The District will communicate its understanding of the employee's resignation in writing to the affected employee. The General Manager may reinstate an employee if, in the General Manager's judgment, the employee provides a satisfactory explanation for the unauthorized absence.

B.1 (D): Part-Time Appointments

The workweek and workday of an employee holding a position under part-time appointment ("part-time employee") will be specified by the General Manager and will be any period of time less than 40 hours per workweek. Part-time employees do not accrue vacation or receive paid holidays. Part-time employees will accrue sick leave per Healthy Workplaces/Healthy Families Act 2014 (see section D.13.B-1). Part-time employees will not be eligible for retirement programs unless qualified under PERs, health insurance, dental insurance, life insurance, and accidental death and dismemberment insurance, unless otherwise required by these plans.

B.1 (E): Temporary Appointments

Employees may be appointed on a temporary basis to perform work that will last a short period of time, not to exceed 6 consecutive months within one fiscal year. Temporary employees will not accrue vacation or receive paid holidays; nor will they receive any other benefits specified in this Policy, except as may be required by law. Temporary employees will accrue sick leave per state law (see section D.13.B-1).

B.1 (F): Funded Appointments

Whenever funding is made available to the District by another public agency for a particular program project, the District may use such funding to appoint employees. Funded appointments shall receive no benefits except as specified by the terms and conditions governing the particular program or project so funded, or state or federal law, and shall end upon expiration or the term of such particular program or project, or upon the termination of funding therefore, or upon termination of the employee pursuant to Section **B.1 (B)**, whichever occurs sooner.

B.1 (G): Contract Appointments

The General Manager may employ any person by written agreement for specialized duties such as Department Heads or external consultants. These contract employment agreements are subject to the terms and conditions of the particular contract agreement and Board approval. The written agreement will specify all terms and conditions of the employment relationship, and, unless expressly incorporated by reference, the District's policies prohibiting discrimination and harassment as set forth in Section A.1 (B) which are applicable to all contract appointments, and are to be made an express term of the agreement consistent with Section A.1(F). District Counsel shall review the agreement for contract employment and is subject to the approval of the Board.

B.2: Classification of Positions

Employees' exempt or non-exempt status is determined in compliance with federal law. Such laws describe the criteria for jobs to be classified as either non-exempt, requiring the payment of overtime, or exempt from overtime payment. The employee's eligibility or ineligibility for paid overtime is indicated in the job description/classification for the position the employee occupies under the designation of FLSA status "Exempt" or "Non-exempt." The job description is provided to the employee at initial District employment.

B.3: Recruitment, Selection and Promotion

The General Manager will establish and implement recruitment, selection, and promotion procedures for the District. These procedures may vary depending on the position or positions to be filled and the needs of the District.

In additional support of policy section B.14 "Nepotism" No employee will in any way participate or attempt to influence decisions about any personnel matter, which may directly affect the selection, appointment, promotion, termination, or other employment decision regarding a "close relative." For the purpose of this policy, a "close relative" is defined as husband, wife, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

B.4: Additional Assignments, Transfers

Employees may on occasion be required to perform duties, which are not listed in their position descriptions. In addition, employees may be assigned to perform work in an office or department of the District in which they do not normally work. Compensation for temporary transfers will be provided as prescribed in the MOU, if applicable.

B.5: Abolition of Positions and Reductions in Force

At its sole discretion, the District may decide to abolish one or more positions, or restructure or reduce its workforce. Factors, which the District may use in abolishing positions and/or selecting employees for layoff, include, but are not limited to, accomplishment of the District's objectives, budgetary constraints, operational requirements, employee work performance, and length of service.

B.6: Workweek

The regular workweek for full-time employees will consist of 40 hours per week. Workweeks and workdays may be scheduled for the convenience and efficient operation of the District without regard to calendar days or calendar weeks.

B.7: Paydays

All employees of the District generally are paid regular wages on a bi-weekly basis (every other Friday) for work performed during the bi-weekly period ending seven days prior to pay day (previous Friday). If a regular pay day falls on a holiday, employees will be paid on the preceding workday.

B.8: Advancement of Wages

Employees, whose approved vacation or holiday absence will incorporate the pay day Friday, may request their regular paycheck prior to the authorized absence. The District Board must specifically approve all other requests for advancement of wages.

B.9: Hours of Work

The District Office is normally open for business Monday—Friday, between the hours of 8:00 a.m. and 4:00 p.m.

Supervisors will assign individual work schedules for employees they supervise. Employees are generally required to work an 8-hour day. All employees are expected to be at their desk, work stations, or work locations, at the start of their scheduled shifts, ready to perform their work.

Non-exempt employees are required to take a mid-day meal period of at least 1/2 hour at a time as may be assigned by the supervisor. Employees are allowed 15-minute rest periods for every 4 hours of work or major portion thereof. Your supervisor may schedule your meal and rest periods.

B.9. 1. “9/80” Work Schedule Authorization

A regular employee whose regular shift schedule consists of forty (40) hours of work, Monday through Friday between 6:45AM and 7PM, inclusive, may, in lieu of such schedule, be authorized to work a schedule consisting of nine-days, eighty (80) hours per two week work cycle (“9/80 schedule”) if, in the General Manager’s judgment, such schedule would best serve the District’s interests.

B.9.1(a). “9/80” Work Schedule Defined

The 9/80 work schedule consists of fourteen day repeating work periods, each period consisting of nine (9) work days, eight of which consist of nine (9) hours of regularly scheduled work and one of which consists of eight (8) hours of regularly scheduled work. In the half of the fourteen (14) day work cycle in which the employee is scheduled to work the eight (8) hour day, the employee will also work four (4) nine (9) hour days. In the other half of the fourteen (14) day work period, the employee will work four (4) nine (9) hour days.

B.9.1(b). Calculating Overtime/Designation of FLSA Work Week

For purposes of determining overtime eligibility for an employee on the 9/80 schedule, the FLSA and contract overtime work week are designated to begin at the end of the regularly scheduled eight (8) hour day and end of the last (fourth) regularly scheduled nine (9) hour day, in the following week to ensure that the fourteen day work cycle contains eighty (80) regularly scheduled hours of work. For non-exempt employees on the 9/80 schedule, only authorized work performed in excess of the regularly scheduled work day or designated work week will be compensable at the overtime rate of one and one-half the employee's regular rate of pay.

B.9.1(c). Holidays on 9/80 Work Schedule

Eligible employees on a 9/80 schedule will continue to receive eight (8) hours of holiday pay (or credit in the case of floating holidays) as though they remained on a traditional five day, eight hour per day work schedule, and must use an hour of floating holiday, vacation, or compensatory leave on holidays on scheduled nine (9) hour days.

[Example: if a holiday falls on what would otherwise be a nine (9) hour workday and the employee performs no work, the employee will be paid eight (8) hours of holiday pay. However, the employee will be required to use either one (1) hour of vacation, floating holiday, or compensatory leave to cover the ninth (9th) hour.

B.9.1(d). Other Leave Days Affected by 9/80 Day Off

If the employee on a 9/80 work schedule uses authorized vacation leave, sick leave, or compensatory time off, the employee must use the number of hours which corresponds with the number of hours the employee is scheduled to work on that day, less any hours actually worked on that day. [Example: If the employee is absent due to the employee's illness for the entirety of a scheduled 9-hour work day, they will be charged nine (9) hours of sick leave (or other leave if sick leave is exhausted). If the employee is absent due to the employee's illness for the entirety of a scheduled eight (8) hour work day, the employee's sick leave account (or other leave account if sick leave is exhausted) will be charged eight (8) hours.]

B.9.1(e). Vacation and Sick Leave Accrual

The employee on a 9/80 schedule will continue to accrue vacation leave and sick leave as though the employee were on a five day, eight hour per day work schedule.

B.10: Reporting of Absences and Illnesses

Employees must make every effort to notify their supervisor as early as possible prior to an anticipated absence or illness. Employees should telephone their Supervisor, Manager, or the General Manager, no later than the regularly scheduled start time for the employee's work shift of the day the employee needs to be absent, unless it is

impossible to do so due to the emergency nature of the absence or illness. Employees must provide a reason and the probable duration of the absence.

B.11: Compensation Schedule: Adjustments in Compensation

B.11 (A): Compensation Schedule

The rate of pay for each position with the District is established by resolution of the District Board. Such rate may consist of a range or rates of pay for each position, or a single rate of pay, as the District Board determines in its sole discretion.

B.11 (B): Adjustments in Compensation

The District may, in its sole discretion, grant salary increases to full-time and part-time unrepresented employees. Regular full-time and part-time unrepresented employees are not eligible for salary increases until after the satisfactory completion of their Initial employment periods. Adjustments in compensation for represented employees shall be made in accordance with the terms of the MOU between the District and the affected bargaining unit.

B.11 (C): Performance Merit Pay program

The District may grant an annual performance merit payment to any unrepresented employee or bargaining unit member, at its discretion. The District will determine, from time to time, the funds available, if any, for such merit payments and the criteria and performance levels required to qualify for such merit payments. The merit payments will be based on team performance and payments will be uniformly calculated based on the Board approved criteria.

B.12: Overtime; Compensatory Time Off; Administrative Leave

B.12 (A): Overtime

Non-exempt employees are paid at one and one-half times their regular rate for all hours worked in excess of their regular schedule or alternate 9/80 scheduled, as provided in the MOU, in any workday, and the first eight hours worked on the seventh consecutive day of work in a workweek. All employees will be paid at one and one-half times their regular rate for hours in excess of 80 hours in a bi-weekly pay period.

B.12.1 (A): 40 hour/week Schedule Overtime

Non-exempt employees working a regular scheduled eight (8) hour day, five days a week, are paid at one and one-half times their regular rate for any hours worked over eight (8) hours in one workday and any work in excess of 40 hours in any one work week.

B.12.2 (A): 9/80 Schedule Overtime

Non-exempt employees on the 9/80 schedule, are paid at one and one-half times their regular rate for any hours worked in excess of nine (9) hours, when this is their regularly scheduled day, in excess of eight (8) hours, for the one eight hour day, and the first eight hours worked on the seventh consecutive day of work in a work week.

B.12.3 (A): Double-time

Non-exempt employees are paid at double the regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked on the employee's second regularly scheduled day off when they worked on the first regularly scheduled day off.

It is the policy of the District to discourage overtime work. All overtime work will be subject to the prior approval of an employee's Manager or General Manager, except when such work is required in an emergency to prevent loss of life, injury or damage to person or property, or to ensure the proper operation of the District's facilities. In the event of an emergency, employees must notify their Supervisor, Manager, or General Manager as soon as practicable to seek approval of overtime work.

B.12 (B): Call-Backs

Non-exempt employees called back to work will be entitled to overtime compensation for such call-back time (excluding time spent going to and from work) if the call-back time causes the employee more than 8 hours of work in any work day or 40 hours in any work week or 9 hours of work and 80 hours bi-weekly for employees in the alternate 9/80 schedule. Employees called back to work for emergency services will be entitled to be compensated for a minimum of two hours of work for the call-back regardless of the actual length of time the call-back services require.

Initial call-back time commences when the employee writes their arrival time on the call worksheet. If the employee receives any additional calls for emergency service during the first hour of a call-back, those calls will be considered part of the initial call-back, and no additional minimum compensated time shall be triggered. However, if the employee receives a second call for emergency service after the first hour of a call-back, that service call will be considered to be a new call-back and the minimum 2-hour compensated time will again be triggered. If another call, or calls, comes in within the first hour of the new call-back, that service call will be considered to be part of the second 2-hour minimum.

Service that can be deferred until the following day will be accomplished the following day during normal working hours and no overtime will be allowed. If the following day falls on a weekend or holiday, the deferred service will be considered to be a normal call-back and the 2-hour minimum will apply.

The minimum call-back compensation referenced in the above paragraphs of this subsection 7.3.A is three (3) hours for calls received after 10 PM and before 5 AM.

At the employee's option, they may receive compensatory time off as compensation for call-back time in accordance with subsection **B.12 (C)** below.

B.12 (C): Compensatory Time Off for Non-Exempt Employees

Instead of receiving overtime pay, non-exempt employees may, at their option, receive compensatory time off as compensation for overtime worked. Compensatory time off will accrue at the rate of one and one-half hours off for each hour of overtime worked, subject to the two-hour minimum for call-back time described in subsection **B.12 (B)** or three hours in subsection B.12(C).

The employee must agree in writing to receive compensatory time for which the compensatory time off is requested. No employee may accrue more than eighty (80) hours of compensatory time off at any point during employment. Overtime will be paid if an employee has reached the eight (80) hour maximum. An employee must obtain supervisory approval before using compensatory time off.

B. 12 (D): Time Sheets

All employees are to record their hours worked and request time-off on the electronic timesheet for each pay period..

Any time off absence request must be submitted for approval, in advance and by the end of the pay period. In the event that an employee is absent from work due to illness or injury, the absence request shall be submitted as soon as possible upon return to work.

The electronic timesheet is to be approved by the employee and their Supervisor, Manager, or General Manager, by no later than the Monday following the end of the pay period.

B. 12 (E) : Administrative Leave

The General Manager may grant, in the General Manager's sole discretion, up to 10 days of Administrative Leave per calendar year to Exempt Employees who are not eligible for overtime. The Administrative Leave is used to offset hours worked in addition to the employee's normal 40 hour work week.

B.13: Continuous Service with the District

For initial, regular, and part-time employees in all classifications, length of continuous service with the District will be used as the basis for determining eligibility for benefits such as sick leave and vacation time.

Continuous service with the District will start with the date of initial employment and will continue until one of the following occurs:

1. An employee is discharged;
2. An employee voluntarily terminates his/her employment; or,
3. An employee is laid off.

Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

1. Absence by reason of industrial disability;
2. Authorized absence without pay for less than thirty (30) days in a calendar year;
3. Absence governed by applicable state and/or federal laws;
4. Pregnancy disability leave governed by 2Cal. Code Regs. § 7291.11(c).

B.14: Nepotism

The District has the sole discretion to decline to hire relatives of employees where actual or potential problems may arise regarding supervision, security, safety, morale, or where potential conflicts of interest exist. "Relatives" include: spouse, registered domestic partner, mother, father, son, daughter, sister, brother, nephew, niece, mother or father in-law, brother or sister in-law, grandchild, grand parent or step-relatives.

If two employees marry or become related, and the actual or potential problems described above exist, only one of the employees will be permitted to stay with the District unless changes can be made to eliminate the problems. The decision as to which relative will remain with the District must be made by the two employees within 30 calendar days of notification by the District. [If the employees do not decide, the District can a) discharge both; b) decide who to discharge; or c) the employee to be discharged can be determined by lot.

B.15: District Vehicle Use, Cost Reimbursement, and EV Charging Station Policy

B.15 (A): District Vehicle Use

This policy applies to employees who drive District vehicles, including to and from work.

A.1: During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy de minimis items such as non-alcoholic beverage, medications, etc., is also permitted.

A.2: Other than the foregoing uses, District vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours

trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

A.3: District vehicles will not be used to transport any non-district personnel unless in the course of business such as transporting consultants to a work site or tour of the facilities. Non-District personnel such as family, friends and other persons not in the course of District business shall not be transported in District vehicles for the convenience of those persons or the employee.

A.4: Employees taking District vehicles home for after hour response must be within 45 minutes of the District boundaries while on standby. Failure to respond to any calls within 45 minutes may result in loss of the vehicle use privilege, expulsion from the standby program, and/or disciplinary measures.

A.5: At their discretion, the Board may authorize a Commuter benefits program. The program could include using a District Vehicle and Public Transportation options. Section B.15 (A): District Vehicle Use; A.1, A.2, and A.3 shall be followed at all times during the commuter benefit.

B.15 (B): District Vehicle Cost Reimbursement

When an employee is authorized to use their personal vehicle in the performance of District work, they will be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles will not be authorized for the performance of District work, if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Prior to any vehicle use for District business, an employee must submit to the District - proof of a current California Driver's License.

An employee must submit to the District proof of adequate insurance covering collision, personal injury, and property damage before any employee can use a personal vehicle in the performance of District work. In the event of a claim against an employee related to use of a personal vehicle to conduct District business, the employee's insurance shall be primary; the District's insurance shall be secondary.

B.15 (C): Electric Vehicle (EV) Charging Station Policy

Parking spaces with charging stations for electric vehicles (EV) are available on a first-come, first served bases for all employees in accordance with the following Use Policy and Guidelines. These stations are not intended to be used or accessed by the public or

non-WBSD staff and are only available for electric vehicles. There is currently no fee for utilizing the vehicle charging stations.

Use Policy

All employees wishing to use the WBSD charging stations to charge their personal electric vehicles must first receive approval from the Assistant Superintendent or General Manager before they can use the charging stations.

- **EV Owners Agreement** - EV owners agree not to hold the WBSD responsible for any damage to the vehicle that may occur while it is parked at the charging station.
- **Employee Waiver** – Employee accepts responsibility for any risks associated with use of the workplace charging stations.

Employees parking in the EV charging station spaces must limit charging times to no more than 4 hours per day. In cases where the exigency of District Business related Emergency would prevent an Employee from disconnecting his or her EV, the Employee shall be required to unplug his or hers EV as soon as practical to avoid exceeding the established charging station time limit. Employees that leave their EV on a charging station for longer than 4 hours may be subject to a fee of \$10 per hour (rounded up to the next whole hour) beyond the 4 hour limit. Employees found in violation of this 4 hour charging limit on three or more occasions within a 6 month time period may have their charging privilege suspended. Only EVs that are actively charging may use a parking spot associated with a station.

By using the charging stations, the EV owner consents for their vehicle to be unplugged when the charging station indicates their vehicle is fully charged. This will better enable vehicles parked adjacent to existing charging stations the opportunity to charge. Authorized personnel may disconnect the EV at any time.

Guidelines

Employees should not count on workplace charging stations being available when deciding to purchase an EV. The purchase decision should be based on the employee's ability to charge at home and convenience of publicly available charging stations.

There are currently three charging stations. Fleet vehicles shall have priority to access any of the charging stations as needed for WBSD business operations. Employees may be asked to move their EV from the charging station if there is an immediate need to charge a fleet vehicle.

WBSD encourages EV owners who use charging stations to let other EV owners know when they are finished. Employees are encouraged to communicate with each other regarding the need and/or availability of charging stations to other staff EV owners.

Charging cords and charging station status indicators have matching identification numbers to show which cord goes with which charging station. Cords are to be neatly placed back when finished. Cords should not be left on the ground as they are safety hazards.

The Assistant Operations Superintendent and General Manager will be responsible for oversight and enforcement of the EV Charging Station Policy and program.

B.16: Performance Evaluations

The General Manager, or their designated representative, will conduct periodic, no less than annual, written performance evaluations of employees.

Written performance evaluations will be on forms prescribed by the General Manager. Written performance evaluations will include, in addition to other information, recognition of effective performance and identification of areas needing improvement.

Each performance evaluation will be signed by the evaluator and will be discussed with the employee. Signed evaluations will be filed in an employee's personnel file.

SECTION C: Standards of Conduct

C.1: Electronic Communication and Data Use

C.1 (A) Telephones

Employees will refrain from making or receiving personal phone calls while on duty except in emergency conditions. Personal phone calls may be made or received during work breaks or during the employee's lunch period. Such calls should be kept to a minimum to avoid interfering with the work of the District. Personal long distance calls (outside the local area code) are not allowed on District's phone lines and should be made on the employee's personal phone.

C.1 (B) Computers/Email/Internet

The purpose of this policy is to establish standards for employees' use of District computers, software and communications equipment, including electronic mail and Internet access.

1. Email Usage.

- (a) District's local area network interconnects computers within adjacent offices and floors. The District network is also linked to computers throughout the world via internet. Email may be sent and received over the District network as well as outside computer networks. Email is an important method of distributing information among employees, business contacts and the public. Employees are responsible for checking their incoming email frequently, reading its contents and responding in a timely manner. All email messages

received at or sent from District computers or through the District server system are the property of the District and are not private.

- (b) Email messages may constitute “public records” and accordingly, unless exempt under the provisions of the California Public Records Act, may be subject to disclosure in response to a public records request. Emails may also be subpoenaed as evidence in litigation. The District reserves the right to access and disclose for any lawful purpose all messages sent over its computer network and email system. Messages transmitted over the District email system should be those involved in District business activities for the accomplishment of business related tasks or any communication directly related to District business, administration or practices. Incidental and occasional personal use of the email system is permitted during break, lunch periods or on personal time only; however, such messages should not interfere or conflict with assigned duties, are not considered private, and they are subject to the access and disclosure statements set forth in this policy.
- (c) Employees are responsible for the content of all text, audio or images that they place or send over the District computer network and email system. Messages with fraudulent, harassing, obscene, vulgar or sexually suggestive content are prohibited. Messages with derogatory or inflammatory remarks related to a person’s membership in any protected class as defined in policy section A.1 (C), II, are prohibited. Abusive, profane or offensive language will not be used in messages. Users will not attempt to obscure the origin of any message.

2. Internet Usage. Access to the Internet may be provided for employees to research and to use available information resources in performing business related tasks. Incidental personal use of the Internet should be kept at a minimum, should only occur during break, lunch periods, or on personal time only and should not interfere or conflict with assigned duties. Because the District’s electronic address must be used to gain access to the Internet, employees are assumed to be representatives of the District while they are using the Internet. Therefore, each employee who uses the Internet is responsible for protecting and enhancing the District’s public image, and must use the Internet in a productive manner. As representatives of the District, employees are responsible for using the Internet in an effective, ethical, and lawful manner.
3. Unacceptable Use of the Internet. Employees shall not use District computers to access the Internet for personal entertainment or for the purpose of soliciting non-District business. Any unlawful or inappropriate use of the Internet is prohibited. While it is not possible to provide a complete list, the unlawful or inappropriate uses of the Internet include but are not limited to the following purposes:
- Harassment and discrimination
 - Offensive and defamatory conduct
 - Viewing or downloading sexual or sexually-suggestive material

- Gambling
 - Infringement of trademark, copyrights or licensing stipulations
 - Unauthorized access to others' software or data (i.e. hacking)
 - Expression of personal opinions or views which may be construed as being those of the District
 - Solicitation of personal business
 - All of the limitations noted in the preceding section relating to the use of the District network and email system.
 - Personal Financial Gain
4. Software. To prevent computer viruses from being transmitted through the computer systems, downloading or installation of any software (i.e. computer programs) shall be coordinated with and approved by the District in advance. All software introduced to individual employee workstation computers and/or those linked to the network must be installed and used in accordance with the copyright provisions of the software owner. Employees obtaining access to copyrighted software and material must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except where expressly allowed by the copyright law or with written permission from the copyright owner. Users must not knowingly disable auto patching services configured on District's computers.
5. Security. All messages created, sent, or retrieved over the Internet or District network and Email system are the property of the District and may be considered public records. Transmittal or exchange of personal and confidential information should not be conducted using District computers. Deletion of personal email or Internet files from work station computers does not delete those files from backup files which are routinely stored. Communications including text and images may be reviewed by the District management and may be disclosed to law enforcement authorities, litigants or other third parties without prior consent of the sender or receiver. Employees should also understand that personal passwords are not an assurance of confidentiality.
- (a) Protection from data loss. Individuals with responsibility for district data and mission-critical operations must ensure that appropriate backups of software and data are maintained. Departmental administrators are responsible for assuring that staff members are trained to back up to the District network server.
- (b) Use of Central District Storage. WBSD provides resources to electronically store and maintain District data. Storage of personal information not related to District business must be limited to incidental and minimal use, and must not interfere in any way with the storage and maintenance of District data. Employees should consult with their manager to determine if they are using District storage resources appropriately.
- (c) Protection against degradation of operation. Users should avoid unnecessary printing, storage of unnecessary files, or unnecessary execution

of programs that degrade system performance. Employee should consult with their administrator to determine appropriate definitions for unnecessary printing, storage, or program execution.

(d) **Unauthorized Browsing.** Because confidential, critical, or important district data or information, intellectual property, or research information may be located in a user's account or computer (workstation, laptop, etc.), browsing, alteration or access of email messages or stored files in another user's account or on another user's computer or removable storage device (disks, USB drives, etc.) is prohibited, even when such files are not password protected, unless specifically authorized by the user. This prohibition does not affect authorized access by a network administrator, computer support technician, or departmental manager where such access is within the scope of that individual's job duties.

6. **Responsibility of Account Owners.** The owner of an account on multi-user systems, a computer assigned to multiple users, or an ID on a network, is responsible for all activity performed under the account or ID. Each person must use his/her own account (user ID) and not use, or alter an entry so as to appear to use, any other account (user ID). The password to an account must be kept confidential, must not be released to any other party or included in any documentation and must not be included in any unprotected communication software automatic login script. In the few instances where special circumstances or system requirements mandate that multiple users access the same account, extreme care must be used to protect the security of the account and its access password.
7. **Violations.** All employees who use District computers and information systems resources are responsible for complying with this policy. Violation of this policy may result in disciplinary action, up to and including termination of employment.

C.2: Discipline

Employees may be subject to discipline, up to and including termination, for offenses including, but not limited to, the following:

1. Unsatisfactory work performance
2. Habitual/excessive absence or tardiness
3. Abuse of sick leave
4. Being purposely wasteful of material, property, or working time
5. Misconduct on the job or misconduct off the job which adversely affects the District
6. Insubordination, including refusal to perform reasonable work assignments
7. Failure to abide by rules, including safety rules, of the District
8. Failure to abide by this Personnel Policy
9. Falsification or forgery of employment application or other District records, books, or documents

10. Violation of the District's policy against discrimination and harassment, provided in sections **A.1**
11. Theft, fraud, or other dishonest conduct
12. Violation of the District's policy on timecards, provided in Section **B.12 (D)**
13. Violation of the District's policy on alcohol and drug abuse, provided in Section **C.4**
14. Violation of the District's policy on smoking, provided in Section **C.3**
15. Violation of the District's policy on solicitation or acceptance of gratuities, provided in Section **C.7**
16. Violation of the District's policy on outside employment, provided in Section **C.6**
17. Failure to report immediately to a supervisor any accidents or injuries on the job
18. Absence from work without permission from the employee's supervisor
19. Misusing, damaging, or destroying any property of the District or of any employee
20. Removing any District property or property of other employees from the District's premises without proper authorization
21. Disclosing, or otherwise misusing, the District's confidential information
22. Accepting personal remuneration from customers, agencies, or member of the public for matters involving the District
23. Driving without a license when one is required per employee job description
24. Knowingly obtaining unauthorized salary increases, or unapproved salary or overtime payments
25. Violation of State or Federal rules or regulations
26. Violation of internal accounting controls, rules or regulations
27. Improper use of building keys and access codes, including:
 - i. Divulging access codes to anyone or loan or duplicate a key to District buildings.
 - ii. Allow anyone to use their individual computer password either by telling them the password or permitting use of the computer while logged on with that password.
 - iii. Establish password-protected programs, documents or files on District computers without the approval of the District Board.

The above list is merely a guide to be used by employees to determine the types of conduct that are prohibited. It is not meant to be an exhaustive list, nor is it meant to affect or alter the existence of the District's at-will employment policy. In other words, by listing the types of conduct that will result in discipline, including possible termination, it is not to be implied that the grounds for termination are limited to those grounds specified herein, and it is not to be implied that termination must be for "cause".

C.3: Smoking

The District recognizes the health risks of smoking and, in particular, the hazards posed to employees by second-hand smoke. Smoking is prohibited inside or near entrances

to District buildings, within District vehicles, and where prohibited by local or state ordinance.

C.4: Alcohol and Drug Abuse

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the District requires. The use of drugs or alcohol, or being under their influence, jeopardizes the welfare and safety of our employees and the public.

Employee compliance with the following provisions of the District's workplace drug and alcohol policy is a condition of employment. In addition, employees in positions classified as "safety-sensitive" in accordance with Department of Transportation regulations shall be subject to the District's Substance Abuse Policy.

1. The manufacture, possession, distribution, or purchase of an illegal drug or alcohol, or being under the influence of an illegal drug or alcohol, while on duty, by any employee while in a District facility, while performing District business, or while operating a vehicle owned or leased by the District, is strictly prohibited.
2. Using or being under the influence of any legally obtained drug while performing District business or while in a District facility or vehicle is prohibited to the extent that such use or influence affects job safety or efficiency.
3. "Under the influence" is defined as a detectable amount of any illegal drug or controlled substance in an employee's body system, or illegal amount of drugs or alcohol present in any employee, as determined by applicable law.
4. Employees who are under the influence of any medication, prescribed or otherwise, which may affect their work performance, are required to advise their supervisor of the potential effects of the medication.
5. Violation of this policy will result in disciplinary action, up to, and including termination.

C.4 (A): Alcohol and Drug Testing

In accordance with Department of Transportation Regulations, all employees in designated "safety-sensitive" positions are subject to drug and alcohol testing in accordance with the District's Substance Abuse Policy.

C.5: Disciplinary Action Procedures

C.5 (A): Pre-Implementation Procedure

Before implementing a suspension, demotion, or discharge with respect to unrepresented regular full-time and part-time employees, the General Manager shall provide to such employees:

1. Written notice of the decision;

2. The effective date of the decision;
3. An opportunity to respond orally or in writing within five business days after receipt of the written communication from the District to implement the personnel action. It is the responsibility of the employee to request a meeting with the General Manager or to provide a written response to the General Manager within the five day period.

Represented employees shall be subject to disciplinary action in accordance with the applicable MOU between the District and the affected bargaining unit.

C.5 (B): Hearing Procedure – Disciplinary Action Appeals

Employees may appeal disciplinary action as follows:

1. Employees who have completed their probationary period and are faced with disciplinary action which affect an employee financially such as unpaid suspension, involuntary demotion, or employment termination shall be provided with a notice of the proposed action before the termination or other discipline becomes effective. The notice will inform the employee of his or her right to an informal hearing before the Board, either orally or in writing, before the discipline becomes effective. The District may place an employee on paid administrative leave pending the hearing if the District determines that such leave is necessary to protect the District or public safety. If the employee requests a hearing, the Board shall conduct a hearing to determine whether there are reasonable grounds to believe the charges are true and whether the charges support the proposed action. The decision of the Board is final.
2. Judicial review of any decision of the District is governed by California Code of Civil Procedure Section 1094.06. Pursuant to Section 1094.06 (b), a petition for Writ of Mandate seeking such review must be filed not later than the 90th day after the decision becomes final.

C.5 (C): Hearing Procedure – Appeal of Determination Related to Discrimination/Harassment Investigation

Any employee, regardless of tenure, who has filed a complaint of discrimination or harassment, and who is dissatisfied with the initial conclusion of the investigation and resulting determination may appeal the determination the full District Board. The full Board has the discretion to review the appeal, conduct a hearing, and take such action, as it deems appropriate. The decision of the Board is final.

C.6: Outside Employment

No District employee will be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict, potential conflict or the appearance of a conflict of interest for said employee; or,
2. The nature of the additional or outside employment is such that it will interfere with the employee's ability to safely and competently perform job functions; or,
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

An employee who does have additional or outside employment will not be permitted to use District records, materials, equipment, facilities, or other District resources in connection with said outside employment.

An employee has an obligation to notify the General Manager in writing regarding acceptance of outside employment within two business days.

Employees will not attempt to solicit outside employment relating to District activities from District constituents.

C.7: Gratuities / Acceptance of Gifts

In accordance with California Government Code Section 1090, employees are prohibited from offering or accepting bribes, kickbacks, or other forms of improper payment from anyone. Employees are prohibited from accepting gifts, gratuity, paid trips, or favors of more than nominal value from any customer, vendor, supplier, or other person doing business with the District because doing so may give the appearance of influencing business decisions, transactions, or service. Gratuities that are received despite employee's best efforts to refuse the gifts shall be reported to the General Manager for return to the donor or other actions consistent with this policy, including reporting the gift on a Form 700 as required by the Fair Political Practices Commission. Employees who violate the District policy are subject to disciplinary action, up to and including termination. Employees shall have the right to receive notice and appeal disciplinary action under WBSD Personnel Policies Section C.5 – Disciplinary Action Procedures.

C.8: Dress Code

Purpose:

The purpose of this policy is to set professional guidelines regarding dress and appearance on the job and to provide clarity and ensure fair treatment. District business requires District employees to treat rate payers and customers with respect and to promote and enhance a professional image. Our goal in dealing with business professionals, homeowners, and other government agencies is to at all times conduct ourselves in a professional manner and maintain their respect.

Section 1. **General Rule.** Employees' personal appearance and hygiene are important to Employees, the District, and the public. Employees are expected to maintain appropriate professional personal appearance and be clean and well-groomed. Employees should always dress in a manner befitting the job, with due consideration to the business needs of the District, other Employees, the public, and safety. All manners of dress must comply with all other safety requirements.

Section 2. **Clothing Requirements.** An Employee's clothing should always be in keeping with customary, professionally acceptable attire for the workplace/office and meeting with customers, clients, and the public. Hard Hats worn in the field must be issued by the District and meet safety requirements. Soft hats in the field must not interfere with safety requirements and must either be issued by the District or, if a personal hat, must display no logo, graphics, or message. Hats worn in the office must comply with professional business standards. Personnel working in the field must wear appropriate safety clothing and apparel provided by the District when on duty. Clothing that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans or shorts;
- shirts or other articles of clothing with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive;
- attire that is revealing or provocative;
- flip-flops or any type of loose footwear;
- sweat suits;
- see-through blouses or shirts;
- sports bras, halter tops, or similar attire;
- tank tops;
- clothing that allows bare midriffs;

Section 3. **Jewelry/Tattoos/Piercings.** Jewelry must be kept to a minimum. Tattoos and body piercings must not be visible in the office or business workplace. For field personnel interacting with the public or business professionals, tattoos must be hidden from view to the maximum extent practicable. If field conditions necessitate removal of clothing for reasonable comfort and safety, exposure of tattoos can be allowed during these events. However; tattoos with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive shall not be exposed. Ear piercing consistent with professional and business workplace is allowed. Ear lobe plugs, gauges, and tunnels are not allowed during business hours.

Section 4. **Hair Style.** Hair style must be professional for an office environment and/or safe work place.

Section 5. **Accommodation.** In the event that the above policy causes religious concerns or concerns based upon any other legally protected class, please contact Human Resources to discuss potential appropriate accommodation.

C.9: Conflict of Interest

The District expects employees to conduct business according to the highest ethical standards of conduct. Unauthorized business dealings that appear to create a conflict between the interests of the District and an employee are unacceptable. The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose in writing any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the District's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact Human Resources or the General Manager to obtain advice on the issue. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.

Incompatible Activities

Public officials and employees should not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties as District employees or with the duties, functions or responsibilities of their appointing power.

SECTION D: Benefits

D.1: General Information

The District provides a number of insurance, vacation, sick, and holiday leave programs to encourage a healthy work environment and protect its employees, both current and retired.

All employees are encouraged to avail themselves of the vacation and holiday leave provided by the District in the year in which the leave is accrued, except during the probationary period.

D.2: Accrued Leave Defined

For the purposes of this section, accrued leave is defined as Vacation, Holiday, and Sick leave. Neither Administrative Leave nor “Banked” Compensatory Time is accrued leave. While every effort will be made to accommodate an employee’s leave request, the District reserves the right to deny any leave request.

D.3: Eligibility For Benefits

An employee’s eligibility for the various insurance programs offered by the District is dependent upon the employee’s employment status. Generally, all full-time, regular employees of the District are eligible for the various programs described in this section. Part-time employees may accrue sick leave based on the hours worked but do not accrue vacation or receive paid holidays. Part-time employees will not be eligible for retirement benefits, health insurance, dental insurance, life insurance and accidental death and dismemberment insurance, unless otherwise required by these plans. Full-time Temporary employees are eligible for sick time, as prescribed in the MOU or state law.

D.4: Vacation

D.4 (A): General Provisions

1. All regular full-time and part-time employees are on an initial employment period during the first year (12 months) in any position, or as otherwise specified in the MOU between the District and the affected bargaining unit.
2. During the first six months of the initial employment period, full-time employees will accrue paid vacation and sick leave benefits but are prohibited from using this paid vacation time until six months of the initial employment period is completed. Employees do not accrue vacation leave while on short-term or long-term disability leave, unless otherwise required by law.
3. Employees will not accrue more than two times the number of annual vacation hours specified in Section D.4 (B) unless approved in advance by the General Manager. Any approved exception shall have a one year limit. No employee shall receive an exception to the vacation accrual more than once in a three year period. For unrepresented employees, excess accrued vacation shall be paid to the employee monthly in lieu of accrual.
4. An employee whose employment with the District terminates will be paid for any accrued vacation time at their final rate of pay.
5. Part-time employees do not accrue vacation leave.

D.4 (B): Rates of Accrual

Full-time District employees accrue paid vacation leave at the following rates:

VACATION HOURS Accrued per Year	YEARS OF EMPLOYMENT	
	Non-Exempt Employees	Exempt Employees
80	1st through 5th	
120	6th through 10th	1st through 5th
160	11th through 25th	6th through 15th
240	26th and above	16th and above

For example: If an employee's fifth year starts on January 10, 2017 the next accrual tier will begin on January 10, 2018, which is the start of the 6th year.

D.5: Paid Holidays

D.5 (A): General Provisions

1. Full-time employees receive eight (8) hours off with pay for each of the holidays listed in **D.5 (B)** below. Part-time employees do not receive paid holidays.
2. If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a holiday falls on a Sunday, the following Monday generally will be observed as a holiday.
3. If an employee is on an authorized paid leave on the date when a holiday is observed, the holiday will be paid as holiday leave and not charged against the employee's authorized paid leave.
4. Non-exempt employees who work on any of the holidays listed in **D.5 (B)** below other than Thanksgiving Day, Christmas Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, one and one-half times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.
5. Non-exempt employees who work on Christmas Day, Thanksgiving Day, or New Year's Day will be paid their regular eight hour holiday pay, plus, two times their regular hourly rate for each hour worked. Employees assigned to work a holiday are not eligible for Call-Back pay until the regular eight-hour shift (8:00 a.m. to 4:30 p.m.) has been completed.

D.5 (B): Holidays

The following days will be recognized as paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Day

D.6: Floating Holidays

1. Full-time employees receive five (5) days or 40 hours designated as floating holidays on January 1st.
2. Part-time employees do not receive floating holidays.
3. Employees may accrue up to a maximum of ten days or 80 hours accrued floating holidays. Each January 1st, employees who have accrued more than the maximum shall be paid the number of excess days/hours at their current hourly rate.

Employees must receive prior approval from their supervisor before using floating holidays. Floating holidays will be scheduled in accordance with the District's work needs.

D.7: Educational Assistance

Regular full-time employees of the District are encouraged to pursue educational opportunities which are related to their present work, or which will prepare them for potential advancement opportunities within the District.

The District has the sole discretion in determining whether to reimburse employees for courses. The General Manager may elect to reimburse courses of study based on the following guidelines:

1. Qualified classroom education and non-classroom education (e.g., e-learning, distance learning) are reimbursable under this policy.
2. To be eligible for reimbursement of course costs, the employee must receive advance written approval for the class(s) from the General Manager. Requests for reimbursement must be submitted in writing.

3. A class may be eligible for reimbursement pursuant to this policy if the General Manager determines that the class is, related to the employee's present work assignment or that it will prepare them for future foreseeable opportunities within the District. The General Manager will determine that the class provider is an accredited or otherwise qualified provider of the educational training classes. Such classes may be taken individually and need not be directed toward a degree or certificate.
4. The District may reimburse up to the entire costs of tuition and required class materials if the employee received a grade of A or B for the class(s). Reimbursement eligibility for classes which do not grant traditional letter grades are subject to General Manager review and approval.
5. The District may reimburse for up to one-half (1/2) of the cost of tuition and required class materials if the employee received a grade of C, or pass for the class(s).
6. No reimbursement to employees who fail or receive a grade below C for the class(s).
7. The total amount of reimbursement, which will be paid to an employee, is limited to \$3,000.00 in any calendar year with General Manager pre-approval and may be subject to reduction or withdrawal at any time based on District budgetary requirements.

FLSA Exempt Employees (Management) and Non-represented staff may be eligible to exceed the \$3,000.00 limit in any calendar year if enrolled in a program of post-secondary education courses which is designed to result in obtaining an advanced degree in a work related field such as; public administration, business administration, engineering, etc., and have entered into a "Student Loan Agreement" with the District approved by the General Manager and District Board. The intent of this section is to support the District's Succession Plan.

8. Upon completion of the class(s), the employee is responsible for sending copies of the grade slip(s) and expense receipt(s) to the General Manager.
9. The employee will be notified of final approval, or the reasons for disapproval, of their request for reimbursement.

D.8: Medical, Dental, Long Term Disability, Life and Accidental Death and Dismemberment Insurance

The District provides a variety of insurance plans, which are briefly described below, to eligible employees.

D.8 (A): Medical, Dental and Vision

The District pays the minimum coverage required by law toward active employees' medical insurance coverage, as adjusted from time to time. In addition, the District will offer an IRC Section 125 Cafeteria Plan to its eligible employees to assist in the costs of medical, dental, and vision monthly premiums based on the level of the employee's medical plan enrollment.

<u>Enrollment Level</u>	<u>Effective 1/1/19</u>
Not enrolled	\$200
Employee Only	\$1100
Two Party	\$2200
Three or more	\$2600

The contribution amounts effective January 1, 2019 will be increased by seven percent (7.0%) on January 1 of each year until 2024, per the MOU.

Flexible Spending Account plan: Since January 1, 2013 the District also offers a separate Flexible Spending Account plan, to permit members to use pre-tax dollars to pay for qualified dependent care expenses and qualified uninsured medical expenses. Limits for each type of account will be subject to applicable state and federal law.

Medical insurance coverage and plans are provided to eligible employees through the Public Employees' Retirement System ("PERS"). Medical premiums are subject to change each calendar year on January 1st and remain in effect for 1 calendar year.

Dental and Vision coverage is also provided to eligible employees. Information regarding dental and vision coverage may be obtained from Human Resources.

All monies used for actual insurance premiums shall be pre-tax dollars. If an employee does not use the entire allotment, the employee will receive the unused portion as additional pay subject to taxes and reporting on the employee's W-2 forms. If an employee's premiums for medical, dental, and vision insurance coverage exceeds their monthly amount of the Cafeteria Plan, the overage will be withheld from the employee's paycheck.

Eligibility for medical, dental, and vision coverage begins for all eligible employees on the first of the month following date of hire. If the date of hire falls on the first of the month, dental, and vision coverage is effective on the date of hire.

D.8 (B): Long Term Care

Long term (nursing home and assisted living) care plans are not currently available through CalPERS. However, should CalPERS allow enrollment in the future, eligible employees may enroll with premiums paid through payroll deductions to CalPERS.

D.8 (C): Long Term Disability Insurance

Long-term disability insurance is available to eligible employees. Long-term disability benefits become effective on the ninety-first day of disability. The monthly benefit is an amount equal to 66-2/3% of base monthly salary not to exceed a maximum monthly benefit of \$8,000 for employees, \$11,000 for managers, subject to the terms, conditions and limitations of such particular program or insurance policy.

Long-term disability may be coordinated with any other disability benefits received by the employee. The maximum monthly benefit shall not exceed the amount the employee was earning when the disability started. The District pays the premium for the employee.

D.8 (D): Short Term Disability Insurance

Short-term disability insurance is available to eligible employees. The District funds the program. An employee who is unable to work due to injury or illness for more than thirty days is eligible to receive full base salary from the thirty-first day of disability to the ninetieth day of disability.

D.8 (E): Life and Accidental Death and Dismemberment Insurance

The District pays for premiums on life and accidental death and dismemberment policies. Full-time employees are eligible for this coverage on the first of the month following date of hire. Coverage equals 1.5 times the employee's annual base salary, subject to a maximum of \$300,000, subject to the terms, conditions and limitations of such particular program or insurance policy.

The tables below summarize benefits schedules detailed in this policy;

Disability Leave Benefit Schedule

Leave Period	Leave Type	Who pays	Amount of Employee Benefit
1-30 days	Sick leave, Vacation, Floating Holiday	Employee paid leave bank	100% pay
31-90 days	STD	District paid	100% pay
91+ days	LTD	District paid	66.67% pay

Disability Leave—Other Benefit Continuation

Period	Health	Life	Dental	Vision	Paid time Accrual (sick leave, vacation, holidays)
1-30 days	Continued; usual cost split (Employer- employee)	Continued; District paid	Continued; usual cost split	Continued; usual cost split	Accruals continue
31-90 days	Continued; usual cost split	Continued; District paid	Continued; usual cost split	Continued; usual cost split	No accruals
91+ days	Employee paid after 2 nd month after 91 st day	Continued; premium waived	Employee paid	Employee paid	No accruals

D.9: PERS Retirement Plan

The District is a participant in the California Public Employee Retirement System (CalPERS), which is the nation's largest public pension program, serving California public agencies.. CalPERS is the District's primary retirement program and is governed by California Public Employees' Retirement Law (PERL) and the California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013.

D.9 (A) Pension Formula

1. For employees hired before July 1, 2012, the District will continue to contract with CalPERS to provide such employees with benefits under the "2.5% at age 55" pension formula (Classic Tier I). The District may continue to apply the 2.5% at age 55 pension formula to employees hired on or after July 1, 2012 but before December 6, 2012. An employees hired on or after December 6, 2012 shall be classified as a "new employee" with the District.

For employees hired after December 6, 2012 and with a prior membership in CalPERS before January 1, 2013 and a break in service of less than six (6) months (Classic member), the employee will be in the District Tier II plan, subject to a pension formula of "2% at age 60".

Any new employee, who does not qualify as a CalPERS Classic member, joining CalPERS for the first time after January 1, 2013 or with a break in service of over six (6) months, will be in the District PEPRA plan, in which case the pension formula of "2% at age 62" applies.

2. For purposes of the pension formulas under paragraph 1 above, final compensation will be determined as provided under Government Code §20037 (The retirement formula is based on an average of the final 3 years of employment compensation or any consecutive 36 months during the member's employment that the base pay, including other CalPERS reportable compensation, is the highest average; and is subject to the terms, conditions, and limitations of the CalPERS program.).
3. Effective January 1, 2013 the District implemented PEPRA, prescribing the pension benefits of certain employees. Employees subject to the PEPRA are not covered by the terms of subsection D.9 (A) 1 above. The PEPRA will continue to apply to District employees to the extent and in the manner required by law.
4. The application of the pension formula is subject to the rules and laws governing CalPERS retirement benefits, which may be subject to change.

D.9 (B): Pension Contributions

1. Employees covered under the Classic Tier I plan will pay the eight percent (8%) employee contribution required by the PERS pension plan. Employees covered under the Classic Tier II plan will pay the seven percent (7%) employee contribution. Employees subject to PEPRA will pay half of normal cost as provided by PEPRA. PEPRA required contributions are currently 6.75% and subject to change. These contributions are in addition to those contributions required of employees as provided by paragraph 2 immediately below. CalPERS is an Internal Revenue Code Section 414(d) plan, permitting employee contributions to be made on a tax deferred basis.
2. District employees shall pay a percentage of the CalPERS employer contribution as follows: Effective July 1, 2019, 0.25%; effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Employee contributions will be paid either by payroll deduction or, if such deduction is prohibited by law, by a reasonably determined equivalent cost offset against the wage schedule. The District shall contribute the balance of any required additional CalPERS employer contribution.

The District does not participate in the Federal Social Security system, for full-time employees participating in the CalPERS pension plan. Part-time employees are subject to Social Security, unless otherwise eligible under CalPERS. All employees hired after January 1, 1987 are required to participate in the Medicare insurance system. The District makes a deduction from each employee's pay check for the Medicare contribution.

D.10: PERS Survivor Benefit Plan

The District contracts with CalPERS to provide Survivor Benefits to dependents of employees who die before retirement. The benefit is provided at no cost to the employee. The survivor benefit provides a monthly taxable allowance which is payable in addition to any other pre-retirement death benefit paid by CalPERS.

The number of survivors determines the monthly allowance. Additional information on this benefit may be obtained from the District Administration Offices.

D.11: Employee Assistance Program

The Employee Assistance Program (EAP) is a benefit provided at the District's expense to all employees of the District. The program is designed to provide assessment, referral and counseling in a confidential and professional environment.

Use of the program is limited to three appointments during the period January 1 through June 30 and three appointments during the period July 1 through December 31 in each calendar year.

An Employee Assistance Counselor may recommend referral to other health care providers and will discuss with each employee the coverage for such services afforded under the employee's individual health care plan. The employee is solely responsible for any costs incurred as the result of such referrals and should consult with their health care provider to determine the coverage available to themselves or family members.

All services provided by the Employee Assistance Program are strictly confidential and will not be disclosed to the District. Subject to the appointment limitations stated above, the EAP is available to both the employee and their eligible dependents (spouse/ registered domestic partner or dependent children.)

D.11 (A): District Referral

The General Manager may, at his sole discretion, refer an employee to the Employee Assistance Program. The employee shall be encouraged to sign a release to notify the District that the appointment was made and kept. No other information shall be disclosed to the District without the employees' written consent.

D.12: Deferred Compensation

Employees may participate in any deferred compensation plan offered by the District. Employees may designate the amount of pre-tax dollars to be deducted from their paychecks. The IRS establishes the maximum contribution and the amount is subject to a possible increase each year.

The District will provide matching contributions for unrepresented employees, at a one (1) to 0.75 ratio to a maximum of 3% of salary. (Example If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan. The General Manager may have a different contribution ratio based on their contract.

D.13: Leaves of Absence

D.13 (A): Absence Request

Employees must request time off using the AoD portal any of the following types of absences:

- a. Vacation Leave
- b. Floating Holiday Leave
- c. Compensatory Time Leave
- d. Sick Leave
- e. Medical Leave
- f. Pregnancy Leave
- g. Jury/Witness Leave
- h. Bereavement Leave
- i. Leave Without Pay
- j. Military Leave

Scheduling of leave-vacation, floating holiday or compensatory time leave- may be done up to one year in advance. After a scheduled leave is approved, the District will make every effort to honor that request. However, should the needs of the District later require the services of the employee during the period of approved leave, the District may need to cancel or reschedule all, or a portion, of the previously approved leave. Medical and pregnancy leave requests are governed under sections D.13 (B) (2) and D.13 (B) (1) below.

Employees are to submit a leave request through the ADP portal. In the case of sick leave, the employee must indicate if the absence is for a doctor's appointment, dentist appointment, or an illness; and whether it is for the employee, or an immediate family member. Absence Requests are to be submitted to the employee's supervisor at least one week before the requested leave, except in cases of emergency or other unanticipated absences. In these instances, the request must be submitted at the earliest possible opportunity. Absence Requests for sick leave due to illness are to be submitted to the employee's supervisor during the first workday upon returning to work.

D.13 (B): Leaves of Absence

D.13 (B)(1): Sick Leave

1. Sick leave may be used only in the event of an illness, dentist or doctor appointment, or non-industrial injury of the employee, or of the employee's family member (child, parent, spouse or registered domestic partner, grandparent, grandchild, or sibling.) Up to one-half of the employee's annual sick leave accrual may be used to care for a sick or injured family member, or for a dentist or doctor appointments of the family member (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave).
2. As a condition of approval of sick leave for any employee, the District may require verification of the reason for which the sick leave is requested. After an employee has used sick leave, the District may request verification of the reason for the taken sick leave. Use or attempted use of sick leave when an employee is not entitled to use sick leave will result in disciplinary action up to and including discharge.
3. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor prior to the beginning of the employee's work day whenever possible and in no case later than one (1) hour after the time established as the beginning of the employee's work day, unless the employer determines that the employee's duties require more restrictive reporting. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may lead to disciplinary action.
4. An employee may use their accrued vacation or floating holiday leave for sick leave when their sick leave is depleted.
5. If the employee is absent on sick leave for more than one (1) day, the employee will keep the immediate supervisor informed as to the date the employee expects to return to work.

D.13 (B)(1)(i): Accrual

Full-time employees will accrue sick leave at the rate of one day (8 hours) per elapsed month of service. Employees do not accrue sick leave when they are on short-term or long-term disability leave. Employees hired before July 1, 2012 may accumulate unused sick leave without limit. Employees hired on or after July 1, 2012 may accumulate up to four hundred eighty (480) hours. If such employee's accumulated sick leave balance reaches that amount, they will no longer accrue sick leave until their balance falls below four hundred eighty (480) hours.

Effective July 1, 2012 accumulated unused sick leave is not compensable upon termination and ceases to exist at that time.

Temporary, Part-Time, or seasonal employees who work more than thirty (30) days in a year, will accrue sick leave at the rate of one hour (1 hour) per thirty (30) hours worked beginning the first date of employment. A Temporary, Part-Time, or seasonal employee's use of sick leave will be limited to 24 hours or three days during a calendar year (per Healthy Workplaces/Healthy Families Act of 2014 – Paid Sick Leave). Temporary, Part-Time, or seasonal employees will be limited to total accrued paid sick leave of no more than 48 hours or six days.

Pursuant to California Government Code Section 20965, the District will report to CalPERS the balance of any remaining accrued but unused sick leave for an employee whose effective date of retirement is within four months of separation from employment with the District for purposes of calculating the employee's years of service credit.

D.13 (B)(2): Medical Leave

Any regular or part time employee who, for medical reason, is temporarily unable to work may request in writing a medical leave of absence. The General Manager will evaluate the request based on the circumstances involved, the anticipated duration of the leave, and the needs of the District. Such period will not exceed six (6) months.

A medical leave of absence is unpaid except that an employee who is granted a medical leave of absence must utilize any accrued sick leave and thereafter, accrued vacation or holiday leave, during the period of their sick leave. The employee also may be eligible for the District's short-term and long-term disability plans, as well as any disability retirement benefits under CalPERS. Any portion of a leave that occurs after all sick, holiday, vacation, short term and long term disability benefits have been exhausted will be without pay.

Health insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of short term disability until the last day of the second month, following the 91st day of disability. The cost of coverage normally borne by the employee will remain the sole responsibility of the employee. The employee should make arrangements with the office to pay for the costs of such coverage before the leave begins.

Life, Accidental Death, and Dismemberment Insurance for which the employee is otherwise eligible, will be continued during the period of disability up to a maximum of Ninety [90] days. The carrier waives premiums for these benefits when the employee's disability exceeds 90 days.

Dental and vision insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued during the period of disability until the last day of the month in which the 91st day of disability occurs.

Sick, holiday, and vacation leave will not accrue while an employee is on a disability leave in excess of thirty (30) days.

An employee who requires a leave of absence for medical reasons must make a request to the General Manager in writing explaining the need for such a leave. The employee must provide at least 30 days advance notice before the date the leave will begin if the need for the leave is foreseeable. If the employee learns of the need for a leave less than 30 days before the date the leave must begin, the employee must provide as much advance notice as practicable. The notice must specify that a need for a medical leave exists, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a medical certification from a health care provider that verifies the existence of the medical condition, the anticipated duration of the leave, and the dates the leave is expected to begin and end. An employee who requests such a leave may be required to provide additional medical certification from time to time thereafter in order to provide updated information regarding the employee's condition. Before returning to work from a medical leave of absence, an employee must provide a written verification from the employee's health care provider that indicates that he/she is fit to return to work and articulates specific restrictions regarding employee physical capabilities.

An employee who returns to work within twelve (12) months of commencement of the leave of absence with a release to full duties will be returned to their former position, if available, provided that a written medical statement verifying ability to perform the physical requirements of the job is presented. If such position is not available, the employee will be offered an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Such an employee will be credited with all service on paid leave status prior to the commencement of their disability, but not for the leave without pay.

Requests for extensions of a leave of absence will be considered if they are received by the General Manager in writing before the expiration of the approved leave, are supported by proof of continued medical need as supported by a certification by a health care provider, and request extensions that do not cause the total period of absence to exceed six months. An employee who fails to report for work immediately following the expiration of an approved extended leave may be deemed to have voluntarily resigned.

D.13 (B)(3): Modified Duty Policy

A. Purpose.

The purpose of the District's Modified Duty Policy is to encourage and motivate employees to return to work as quickly as possible while recuperating from either work-related and non-work related illnesses or injuries. Coordination between medical personnel and the District can often lead to modified duty which, if properly evaluated and monitored, may speed the employee's recovery while

minimizing disruptions to the District's operations/administration that may otherwise occur when employees are absent due to injuries or illness.

B. Procedure.

1. The District will require that the injured employee's physician complete a "Modified Duty Status" form upon the initial doctor's visit and upon each subsequent follow-up visit. This form will provide the District with a guide to determine whether a modified duty assignment is appropriate.
2. It will be the responsibility of the employee to secure the completed "Modified Duty Status" form and to keep their supervisor informed as to the time and date of their next scheduled doctor's visit.
3. The District will endeavor to accommodate employees and provide work that will fit within the constraints specified by the physician. If a limitation or constraint is unclear or ambiguous, the District will err on the side of employee health and safety regarding assignment of specific duties. Employees will not work overtime while on Modified Duty.
4. Employees on modified duty status must keep all scheduled medical appointments, and must be re-evaluated as to their modified duty status at least once per month.
5. Participation in the modified duty program is conditional upon the employee's continued medical progress toward recovery and return to regular duties. In the event the employee reaches a stationary condition a medical determination will be made as to whether the employee can return to their former position or whether alternative employment opportunities may be considered. As the modified duty program is intended as an interim measure, there will be a review of progress toward return to regular duties no later than six months after the employee enters the program.
6. If, at the 6 month review a determination is made that permanent accommodation will be required, the District will engage in an iterative process with the employee regarding the feasibility of reasonable permanent accommodations. The District will make the final decision as to what, if any, reasonable accommodation will be provided.

D.13 (B)(4): Family Care and Medical Leave

D.13 (B)(4)(i) Family Medical Leave Act and California Family Rights Act

The Family Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. The California Family Rights Act (CFRA) is a state law that provides eligible employees with unpaid protected leave for specific, qualifying family and medical reasons. Eligible full-time employees may take up to 12 workweeks (480 hours) of leave in a 12-month period. Part-time employees may take leave on a proportional basis. The District will provide an eligible employee with job and benefit protected leave time for qualifying reasons, as required by these laws. Eligible employees receive 12 workweeks (or 26 workweeks in some cases) in a 12-month period, they do not need to take leave in one continuous period of time; leave may be used continuously, intermittently, or on a reduced work schedule.

ELIGIBILITY:

To be eligible for FMLA/CFRA leave, an employee must be either a full-time or part-time employee and have 12 months or more of service with the District and have worked at least 1,250 hours in the 12-month period before the first day of leave.

An employee is eligible to take FMLA in the event of:

- The employee's own serious health condition;
- the birth of a child or the placement of a child with the employee and/or employee's registered domestic partner for adoption or foster care; leave must be taken within one year of the event; when both parents are employed by the same employer, they are limited to a combined 12 weeks of bonding leave
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent or grandchild) with a serious health condition as certified by a health care provider.
- A "qualifying exigency" arising from the employee's spouse, son, daughter or parent who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- To care for a service member when the employee is the spouse, son, daughter, parent or next of kin of a covered service member.

If the employee qualifies, the employee is entitled to up to a total of 26 workweeks for military caregiver leave.

An employee is eligible for CFRA leave in the event of:

- The employee's own serious health condition (with the exception of pregnancy, which is covered under Pregnancy Disability Leave and does not run concurrently with CFRA)

- Bonding time after the birth of a child or the placement of a child with the employee and/or employee’s registered domestic partner for adoption or foster care; leave must be completed within one year of the event; when both parents are employed by the same employer, they each are eligible for 12 weeks of bonding leave.
- The need to care for an immediate family member (spouse, parent, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, grandchild, or “designated person”), with a serious health condition as certified by a health care provider.
- “Designated Person” is any individual related by blood or whose association with the employee is the equivalent of family relationship. The employee must identify the “designated person” at the time the employee requests the leave. Employees are limited to one designated person per 12-month period.
- A “qualifying exigency” arising from the employee’s spouse, qualified domestic partner, son, daughter, parent, or designated person who is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces
- The need to care for a spouse or parent with a serious health condition as certified by a health care provider.
- The need to care for a registered domestic partner.

When the reason for the leave is covered by both FMLA and CFRA, the leave will run concurrently. When the reason for the leave is not covered by both laws, only one will be used and eligibility for the other leave remains. For example, an employee can take 12 weeks of leave to care for a sibling under CFRA and then another 12 weeks to cover a spouse’s illness or their own illness under the FMLA for a total of 24 weeks of protected leave.

DEFINITIONS:

“Serious health condition” means illness, injury (including on-the-job injuries), impairment, or physical or mental condition of the employee or other individual with a qualifying relationship to a child, parent spouse or registered domestic partner of the employee that involves either:

- In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential health care facility; or
- Continuing treatment or supervision by a health care provider

“Health Care Provider”:

- An individual licensed as a physician or surgeon, including an osteopathic physician or surgeon, who directly treats or supervises the treatment of the Serious Health Condition; or Any other person determined by the U.S. Secretary of Labor to be capable of providing health care services under the FMLA.

“Child”:

- A biological, adopted, or foster child, a stepchild, or a legal ward or child of an employee standing in “loco parentis” (“loco parentis” means in place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities although there may not be a biological or legal relationship). A child must be either under 18 years of age or an adult dependent child for FMLA, but under CFRA, the definition of a “child” does not require that the child be under 18 or an adult dependent of the employee..

“Parent”:

- A biological, foster or adoptive parent, a step-parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

“Qualifying Exigency”:

- Family preparations resulting from a short-notice of deployment, attending military events and related activities, child care and school activities affected by the deployment, activities related to care of the military member’s parent, financial and legal arrangements affected by the deployment, counseling related to the deployment, time with service member during rest and recuperation leave, certain post-deployment activities, and additional activities related to the active duty or call to active duty agreed to by the employee and employer.

CERTIFICATION

An employee must provide 30 days advance notice to his or her manager of the need to take Family Medical Leave, FMLA, or CFRA leave when the need for leave is foreseeable. When 30 days’ notice is not possible, the employee must provide notice to their manager as soon as practicable but no later than 15 days after the commencement of the leave.

The employee must provide a medical certification or military orders for all FMLA or CFRA requests. The District is not permitted to request a diagnosis. The certification must be issued by a Health Care Provider and shall include:

1. The date on which the Serious Health Condition commenced;2. The probable duration of the condition;3. The appropriate medical information within the knowledge of the health care provider regarding the condition, including that the employee is unable to perform the functions of their position or the employee is required to care for their spouse or family member.

PAID OR UNPAID LEAVE

FMLA and CFRA are unpaid leaves. Employees may choose to use any earned or accrued benefit time in accordance with District guidelines.

- For the employee's own serious health condition, the employee may elect, or the District may require the employee to use any accrued vacation time or other accumulated paid leave, including any accrued sick leave. Additionally, the employee may elect to use accrued sick leave for any other reason mutually agreed to by the District.
- If the leave is to care for a qualifying family member, the District requires the employee to use any accrued vacation time or other accumulated paid leave. Employees are entitled to use up to half of their annual accrual of sick leave to care for a qualifying family member. Example: employees who accrue the full 96 hours in a year can use 48 hours for the care of a qualifying family member. This time can be used continuously or intermittently.

BENEFIT CONTINUATION

During the period of FMLA/CFRA leave, the employee is entitled to accrual of seniority and to participate in employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other leave.

During FMLA or CFRA leave, the District will maintain and provide the employer portion (e.g., Cafeteria Plan amount) towards the group health insurance coverage as enrolled for an employee as if they were working. Employees who are "not enrolled" in health insurance coverage through the District will receive the current amount as listed in the table under Section D.8 (A): Medical, Dental and Vision.

REINSTATEMENT

Employees on FMLA have the right to reinstatement to the same or comparable position upon return. There is a limited exception under FMLA for "key employees" that allows an employer to deny reinstatement to an employee who is among the highest paid 10% of the District's employees. This denial is necessary to prevent substantial and grievous economic injury to the operations of the District. The District is required to notify the employee of the intent to deny reinstatement. However, CFRA leave does not have this "key employee" exception and the District is required to reinstate all employees after CFRA leave unless the position would have otherwise been eliminated independent of the CFRA leave (e.g., layoff, reduction in hours, or disciplinary action unrelated to CFRA leave), or where the employee fraudulently took CFRA leave when they did not otherwise qualify for the leave.

D.13 (B)(5): Workers' Compensation Leave

D.13 (B)(5)(i): Eligibility

An employee who in the performance of their District job duties incurs a job related injury or illness that qualifies the employee for Workers' Compensation temporary disability benefits (i.e. a "compensable claim"), will be placed on Workers' Compensation leave. FMLA and CFRA entitlements will run simultaneously with such leave. An employee who is injured or suffers an illness on the job must report the injury or illness immediately to their supervisor. If another employee learns of the injury or illness and that the injured or ill employee is unable to report the condition, the other employee shall immediately report the illness or injury to their supervisor.

D.13 (B)(5)(ii): Certification

The method and requirements for verification of the basis for the Workers' Compensation leave shall be as allowed or required pursuant to the State of California's Workers' Compensation laws. Medical certification that the employee is released and able to return to work and perform the essential tasks of their regular position without limitation or with limitations that the District can reasonably accommodate pursuant to the District's Modified Duty Policy (D.13(B)(3)) is required before the employee will be permitted to return.

D.13 (B)(5)(iii): Duration

The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;
2. The employee is released to work with some restrictions, and work is offered by the District, which is consistent with those restrictions;
3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or
4. The employee informs the District of the intent not to return to work (either by directly communicating this intent to the District or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

An employee returning to work must provide the District with reasonable advance notice of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, if available. If such position is not available, the employee will be offered another position for which the employee is qualified, if one is available.

D.13 (B)(5)(iv): Benefits

Employees sustaining a job-related injury or illness may be entitled to a combination of benefits from any accumulated paid leave, the District's workers' compensation carrier, and the District's short-term and long-term disability plans. These benefits, if any, will be paid in accordance with the provisions of the benefit's respective plans. In no event will the benefits received by the employee exceed their regular rate of pay as of the date of the job-related injury or illness.

Benefits such as vacation and sick leave will not accrue while on a workers' compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

D.13 (B)(5)(v): Use of Accrued Leave

Vacation, holiday, and sick leave benefits, which the employee uses during the leave, will be coordinated with workers' compensation benefits; such that the total amount received by the employee will not exceed their regular wages.

D.13 (B)(6): Bereavement Leave

The District offers five (5) days of leave for the death of an employee's immediate family member (child, step-child, grandchild, parent, parent in-law, grandparent, sibling, spouse, or domestic partner). This leave does not need to be taken consecutively, but it must be used within three (3) months of the date of death. The District may require documentation of the death of a family member within 30 days of the first day of leave. Three (3) days of leave will be paid, and the remaining two (2) days are either unpaid or the employee may utilize any available annual or sick leave to cover the absence.

D.13 (B)(7): Jury and Witness Duty

An employee summoned for jury or witness duty must immediately notify the General Manager, and provide a copy of the documentation verifying the duty. While serving on a jury or as a witness, the employee will be given a paid leave of absence for the duration of the duty. The District will continue paying for benefits and vacation and sick leave will continue to accrue. The employee must return to work each day upon dismissal from duty to complete their remaining normal workday, if feasible.

D.13 (B)(8): Military Leave

The rights of an employee who is a member of the U.S. Armed Forces called to perform required military duty, including but not limited to compensation, benefits, seniority, and rights of return, shall be governed by applicable state and federal law. The District will pay the employee's salary for up to 30 days while on Military Leave.

D.13(C): Miscellaneous Leaves

Employees may occasionally need time off to address certain matters that are regulated by law. The District will comply with its legal obligations to provide employees time off, where necessary, to perform military duty or fulfill other commitments. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that the time be paid.

D.13(D): Pandemic Related Policies

In the interest of protecting the health and safety of the District’s employees, the District will comply with applicable Center for Disease Control (CDC), CalOSHA, California Department of Public Health (CDPH), and other local, state, and federal regulatory agency protocols, recommendations and/or requirements, and the District will take every precaution to reduce the risk of exposure to a virus, such as COVID-19. Guidelines, protocols and policies change rapidly as new information emerges on how to stop the spread of this virus, and other potential new health and safety risks.

The District shall thus adhere to its Pandemic Prevention Program, which contains the most up-to-date information and policies, including protocols such as face covering, social distancing, hygiene, testing requirements.

If an employee is required to stay home for a Pandemic related illness and/or exposure, and the employee is unable to perform their work at home, the employee may be granted paid administrative leave, at the discretion of the General Manager, for up to 10 days and 1 occurrence of possible exposure. The above leave may apply until the pandemic ceases to exist.

Employees may be eligible for additional paid or unpaid sick leave, or other benefits as consistent with applicable state or federal law.

The District reserves its rights to implement and modify workplace protocols consistent with state and/or federal law in the interest of the health, safety and welfare of its employees and on the operational needs of the District.



SECTION E: Amendments

These Personnel Policies may be amended at any time by the District Board, with or without advance notice to employees, unless subject to any obligation to meet and confer with any recognized bargaining unit. Employees will be provided a copy of any amendments.

For employees whose terms and conditions of employment are covered by a Memorandum of Understanding, these Personnel Policies are not intended to supersede or override any provision set forth by the Memorandum of Understanding. In the event of any conflict or inconsistency between the provisions of this Personnel Policy and the provisions of an applicable Memorandum of Understanding, the Memorandum of Understanding shall apply and in accordance with applicable law.

RESOLUTION NO. 2392 (2023)

RESOLUTION UPDATING PERSONNEL POLICIES

WHEREAS, the Board of Directors approved the District's Personnel Policies by Resolution 1429 (2001) adopted on March 26, 2001, and further amended the District's Personnel Policies by; Resolution 1528 (2003), by Resolution 1576 (2005), by Resolution 1577 (2005), by Resolution 1611 (2007), and by Resolution 1625 (2007); and established the Personnel Policies on August 17, 2011 by Resolution 1775 (2011); and established the Personnel Policies on September 26, 2012 by Resolution 1822 (2012); and established the Personnel Policies on June 28, 2017 by Resolution 2035 (2017); and established by Resolution 2053 (2017) on September 13, 2017; and established by Resolution 2087 (2018) on February 14, 2018; and established by Resolution 2178 (2019) on September 11, 2019; and established by Resolution 2391 (2021) on May 12, 2021 and established by Resolution _____ (2023) on October 11, 2023.

WHEREAS, the Board of Directors has determined that the Personnel Policies should be further amended to include updates and revisions; and

WHEREAS, draft of the proposed updated Personnel Policies has been distributed to Local 350 and the District's unrepresented employees at least 10 days before the date of formal adoption of this Resolution, and comments and certain further proposed revisions have been received.

NOW THEREFORE be it resolved, that the Personnel Policies dated October 11, 2023 incorporated herein by reference are hereby adopted as the personnel policies of the West Bay Sanitary District. The General Manager is hereby authorized and directed to distribute a copy thereof to all District employees.

BE IT FURTHER RESOLVED that Resolutions 1429 (2001), 1528 (2003), 1576 (2005), 1577 (2005), 1611 (2007), 1625 (2007), 1775 (2011), 1882 (2012), 2035 (2017), 2053 (2017), 2087 (2018), 2178 (2019), 2391 (2021) and are hereby rescinded.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 11th day of October 2023, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

President of the District Board of the West Bay
Sanitary District of San Mateo County, State of
California

Attest:

Secretary of the District Board of the West
Bay Sanitary District of San Mateo County,
State of California

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

Recycled Water Facility Production Data:

2020	Treated	Delivered
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
2021	Treated	Delivered
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0

2022	Treated	Delivered
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG
June	9.8MG	8.7MG
July	9.6MG	8.1MG
August	9.2MG	8.1MG
September	8.6MG	6.7MG
October	7.9MG	4.6MG
November	5.9MG	310,000 gallons
December	5.4MG	154,690 gallons

2023	Treated	Delivered
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)
September	8.4MG	4MG (+ 1.04 MG Dust Control)

* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

** Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

**Subject: *Discussion and Direction on the Bayfront Recycled Water Project
and Status Update***

A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have the opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business. General Manager Ramirez will report and seek direction on the solid waste franchise re-assignment.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

**Subject: *Report and Discussion on Silicon Valley Clean Water (SVCW)
Plant***

The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

Report to the District Board for the Regular Meeting of October 11, 2023

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