



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

JULY 20, 2021

Regular Board Meeting - 5:15PM

AS AUTHORIZED BY THE STATE OF CALIFORNIA EXECUTIVE ORDER N-29-20 PUBLIC ACCESS TO DISTRICT MEETINGS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://zoom.us/j/94351443777?pwd=bjVleGdCQVhQa1dSWldhNmt4SDlUdz09>

Passcode: SSCWD

Or Telephone: Dial + 1 (669) 900-9128 and when prompted enter Meeting ID: 943 5144 3777

Passcode: 130559

Regular Board Room attendance will NOT be available to the public.

Any members of the public requiring special accommodations may call the District office at (831) 637-4670 a minimum of 24 hrs prior to the start of the meeting.

Mission Statement:

"Our Mission is to provide safe, reliable, and high-quality water and wastewater services to our customers and all future generations in an environmentally and financially responsible manner."

A. CALL TO ORDER - ROLL CALL

President Buzzetta _____, Vice-President Parker _____,

Director Johnson _____, and Director Alcorn _____, Director _____.

REGULAR SESSION

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PUBLIC COMMENTS and AUDIENCE INTRODUCTIONS – The public may comment¹ on any District business, not on the agenda, with a time limit of three minutes per speaker. No actions may be taken by the Board during the public comment period.

E. CONSENT AGENDA – Members of the Board and/or members of the public may pull matters from the Consent Agenda. Any matter pulled from the Consent Agenda requiring action shall be moved to New Business and treated as a matter of new business, or for matters needing clarification shall be moved to Staff Reports and addressed by the respective staff. The public may address the Board² on these items, not to exceed 3 minutes, when the Board reviews each pulled item.

1. Approval of Minutes of the Regular Board Meeting of June 15, 2021.
2. Allowance of Claims for Disbursements from May 1, 2021 through May 31, 2021.
3. Allowance of Claims for Disbursements from June 1, 2021 through June 30, 2021.
4. Receive Associate Engineer Monthly Status Report.
5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
6. Receive General Manager Monthly Status Report.

F. NEW BUSINESS – The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board² on these items as the Board reviews each item.

1. Interview Board Member Applicants, Consider Appointment, and Conduct a Swearing-In Ceremony of a New Board Member to Fill a Vacancy on the Board of Directors.
2. Consider Authorizing the General Manager to purchase Ignition® software by Inductive Automation and contract for professional services to replace the Supervisory Control and Data Acquisition (SCADA) System for an amount Not to Exceed \$75,000 (Presented by: Drew Lander, General Manager).

3. Consider Approval and Authorize the President to Sign an Agreement for Water Facilities and Service for the West of Fairview Phase 1B Development (Presented by: Rob Hillebrecht, Associate Engineer).
4. Consider Approval and Authorize the Board President to Execute an Agreement with the the Utility Workers Union of America, AFL-CIO Local 820 Amending Wages and Benefits for Represented Employees Through June 30, 2024 (Presented by: Drew Lander, General Manager).
5. Consider Approval or Resolution 557 adopting the District Management Organization Chart, the Designation of Management Classification Titles and Salary Scales (Presented by: Drew Lander, General Manager).

G. STATUS REPORTS

1. Governance Committee – (No meeting)
2. Water / Wastewater Committee – (No Meeting)
3. Finance Committee – (No Meeting)
4. Policy and Procedure Committee – (No Meeting)
5. Personnel Committee – (July 1, Closed Session, Public Employee Discipline/Dismissal Release Gov. Code §54957) (July 19, Review proposed organizational chart and Management compensation)
6. Water Resources Association of San Benito County – (Meeting Held, June 30, 2021)

H. BOARD and STAFF REPORTS

1. Receive Finance Manager Monthly Status Report: Oral Report
2. Directors
3. District Counsel
4. General Manager – COVID 19 Updated (Oral Report), SGMA TAC Report (Oral Report)

I. FUTURE AGENDA ITEMS

J. ADJOURNMENT

Upon request, Sunnyslope County Water District (SCWD) will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. SCWD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service as soon as possible in advance of the meeting.

Next Regular Board Meeting – August 17, 2021 @ 5:15 p.m., District Office

AGENDA DEADLINE: August 11, 2021 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Agency – August 5, 2021 @ 4:00 PM

¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.

² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
June 15, 2021

A. CALL TO ORDER: The meeting was called to order at 5:15 p.m. by President Buzzetta, as authorized by the State of California Executive Order N-25-20 via teleconference, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: President Jerry Buzzetta, Vice President James Parker, and Director Alcorn. Director Judi Johnson arrived at 5:21.

B. PLEDGE OF ALLEGIANCE: Attorney Heidi Quinn led Directors and staff in the Pledge of Allegiance.

C. APPROVAL OF AGENDA: Upon a motion made to approve the agenda by Director Alcorn, seconded by Director Parker, for which President Buzzetta (JB) then took a roll call vote as follows: Directors Alcorn, (MA), yes; Parker (JP), yes; and President Buzzetta (JB) yes; the motion carried 3-1, Director Johnson absent.

D. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. No comments.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Executive Assistant/Stenographer Carol Porteur, Water/Wastewater Superintendent Jose Rodriguez, Associate Engineer Rob Hillebrecht; and Attorney Heidi Quinn.

Via Teleconference: Attorney Michael Laredo, Maureen Riley and Arden Wells from Todd Groundwater.

E. CONSENT AGENDA:

1. Approval of Minutes – The Board reviewed the minutes for the Regular Meeting of May 18, 2021.
2. Associate Engineer Monthly Status Report.
3. W/WW Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
4. General Manager Monthly Status Report.

General Manager Lander explained that he will be giving a verbal update on the Allowance of Claims and the Finance Manager Monthly Report under Status Reports.

Upon a motion made by Director Alcorn to approve the Consent Agenda as amended, seconded by Director Parker, for which President Buzzetta (JB) then took a roll call vote as follows: Directors Alcorn, (MA), yes; Parker (JP), yes; and President Buzzetta (JB) yes; the motion carried 3-1, Director Johnson absent.

F. NEW BUSINESS:

- 1. 2020 URBAN WATER MANAGEMENT PLAN UPDATE:** Maureen Riley and Arden Wells from Todd Groundwater gave a presentation on the 2020 Urban Water Management Plan Update.

Maureen Riley provided a summary of the Urban Water Management Plan requirements and explain that this plan is required by the State of California as a planning tool and to provide the district access to State water supply grants and loans in the future. Maureen summarized the public hearings which have been held and the next steps for approval. Maureen explained that both the City of Hollister and San Benito County Water District have also held public hearings prior to hearing adopting the completed document.

Upon a motion made by Director Alcorn, to approve Resolution pf the Board #556 adopting the 2020 Urban Water Management Plant Update and authorizing the President to sign said Resolution, seconded by Director Johnson, for which President Buzzetta (JB) then took a roll call vote as follows: Directors Alcorn, (MA), yes; Johnson (JJ), yes; Parker (JP), yes; and President Buzzetta (JB)yes; the motion carried 4-0.

- 2. CONSIDER ADOPTION AND APPROVAL OF THE DISTRICT BUDGET FOR FISCAL YEAR 2021/22:** General Manager/Secretary Lander stated that the numbers presented in the preliminary budget review at the June 8th board meeting remain unchanged. During COVID 19 there have not been any late fees collected and moving forward there will be planning for fees.

Mr. Lander reported the drought has invoked more water conservation, and the District has collected about 250 new connections this year which means additional water sales. The connection fees will continue to be capitalized and adjusting policies will specify the reserves.

One focus will be on the CEPPT capital project and paying off the City National Loan as well as establishing further policies to formally place in designated reserves funds as indicated in the budget. This year staff will provide the Board with polices for an Earthquake & Emergency Reserve, Rate Stabilization Reserve, and Drought Contingency Reserve. The sum of these designated reserves along with existing policy will effectively establish \$7,614,84 in Board designated reserves.

Water revenue budget proposed for the new fiscal year is proposed to increase 1.5% over last year as conservation will decrease usage however new connections have increased users. Both the Lessalt and West Hills WTP's revenue is based on their FY 21/22 operating budgets, which have been submitted for review to SBCWD. The treatment plant budgets have increased 9% due to audit findings that labor rates were not fully burdened rates. These have been adjusted for this year. Total revenue increases by \$540,000 in FY 21/22 with the expected additional water sales and also the addition of the San Benito Foods pond operations contract.

The overall budget of FY 21/22 reflects a net loss of \$1,244,005, with no provision for non-operating revenues from capacity fees, miscellaneous fees, or interest income, the combination of which will likely cover the projected loss and result in a net income for the year.

Upon a motion made by Director Alcorn, to approve the FY 21/22 Budget as presented, and seconded by Director Johnson, for which President Buzzetta (JB) then took a roll call vote as follows: Directors Alcorn, (MA), yes; Johnson (JJ), yes; Parker (JP), yes; and President Buzzetta (JB)yes; the motion carried 4-0.

G. BOARD COMMITTEE and STATUS REPORTS

1. **Finance Manager Monthly Status Report:** General Manager/Secretary Lander reported that there are not significant changes to report, and he will attempt to have the usual reporting method back for the July board meeting depending on staffing.
2. **Allowance of Claims for Disbursement from May 1, 2021 through May 31, 2021:** General Manager/Secretary Lander reported that the full disbursement report for May 1, 2021 through June 30, 2021 will presented at the July board meeting.
3. **Governance Committee:** No meeting held.
4. **Water/Wastewater Committee:** No meeting held.
5. **Finance Committee:** President Buzzetta reported that a meeting was held on June 4th for a review of the Preliminary Budget for FY 2021-22 which was on tonight's agenda.
6. **Policy and Procedure Committee:** No meeting held.
7. **Personnel Committee:** No meeting held.
8. **Water Resources Association of San Benito County (WRA):** Director Johnson reported that a meeting was held June 3rd. Discussion was held on water conservation, updating

various ordinance on new development, update on the UWMP and SGMA, and the drought outreach.

H. BOARD and STAFF REPORTS

1. **Directors:** No report.
2. **District Counsel:** Attorney Heidi Quinn reported that the end of June is her last day with DeLay and Laredo and has enjoyed working with staff for the past 8 years and sees the District heading in a good direction. Board members all gave Ms. Quinn their regards and wished her well with her new job.
3. **General Manager:** General Manager/Secretary Lander gave an update on the COVID-19 reporting that the Governor has extended the shut offs until September 30th. Staff have continued to get past due customers to pay their bills, the past due amount has dropped about \$40,000 still leaving unpaid at \$150,000. Mr. Lander stated the majority of the past due paid has been due to the liens placed on properties and has had several homeowners contact him regarding our ordinance.

General Manager/Secretary Lander reported that the plan is to reopen the office the first part of July and will be giving out masks and hand sanitizer. There will also be a self-service computer at the front counter so that customers can pay their bills without dealing directly with staff.

Mr. Lander reported on the SGMA TAC stating that the program update has been completed but will pickup again and continue next phase planning, at this time there has not be a date set for the future meetings.

I. **FUTURE AGENDA ITEMS:** None

J. **ADJOURNMENT:** President Buzzetta adjourned the meeting at 6:11 p.m.

APPROVED BY THE BOARD: _____

Jerry T. Buzzetta, President

RESPECTFULLY SUBMITTED: _____

Drew A. Lander, Secretary

Sunnyslope County Water District

Disbursement Summary

May 1, 2021 through May 31, 2021

Date	Num	Name	Amount
5/7/2021	5-01 PRL	ADP Direct Deposit	-65,228.12
05/07/21	5-01 PRL	ADP TAX	-18,117.89
05/21/21	5-02 PRL	ADP Direct Deposit	-63,368.45
05/21/21	5-02 PRL	ADP TAX	-17,366.71
05/10/21	MCD0009	RET EFT	-150.00
05/10/21	MCD0010	RET EFT	-170.00
05/20/21	RET0062	RETURNED ACH	-408.64
05/20/21	RET0063	RETURNED ACH	-178.16
05/20/21	RET0064	RETURNED ACH	-141.45
05/20/21	RET0065	RETURNED ACH	-342.90
05/20/21	RET0066	RETURNED ACH	-111.43
05/21/21	RET0067	RETURNED ACH	-170.52
05/21/21	RET0068	RETURNED ACH	-167.05
05/21/21	RET0069	RETURNED ACH	-154.92
05/21/21	RET 0070	RETURNED ACH	-134.53
05/21/21	RET 0071	RETURNED ACH	-515.62
05/21/21	RET 0072	RETURNED ACH	-140.68
05/06/21	RET 0073	RETURNED ACH	-125.00
05/06/21	RET 0074	RETURNED ACH	-125.00
05/10/21	RET 0075	RETURNED ACH	-150.00
05/10/21	RET 0076	RETURNED ACH	-150.00
05/13/21	RET 0077	RETURNED ACH	-137.51
05/17/21	RET 0078	RETURNED ACH	-179.92
05/19/21	RET 0079	RETURNED ACH	-14.69
05/20/21	RET 0080	RETURNED ACH	-135.00
05/20/21	RET 0081	RETURNED ACH	-150.00
05/24/21	RET 0082	RETURNED ACH	-208.11
05/03/21	ACH 2042	North American Bancard	-87.97
05/03/21	ACH 2043	North American Bancard	-57.97
05/05/21	ACH 2044	Principal	-3,283.03
05/07/21	ACH 2045	CalPERS - Retirement	-8,928.95
05/07/21	ACH 2046	CalPERS - Retirement	-6,322.42
05/07/21	ACH 2047	CalPERS - Retirement	-9,133.19
05/07/21	ACH 2048	CalPERS - Retirement	-6,343.11
05/07/21	ACH 2049	CalPERS - Retirement	-194.58
05/07/21	ACH 2050	CalPERS - Retirement	-686.08
05/10/21	ACH 2052	iCloud	-9,553.15
05/11/21	ACH 2053	BASIC Benefits LLC	-2,000.00
05/14/21	ACH 2054	ADP	-2,072.40
05/24/21	ACH 2055	P G & E	-29,040.88
05/25/21	ACH 2056	BASIC Benefits LLC	-1.24
05/27/21	ACH 2057	BASIC Benefits LLC	-110.00
05/28/21	ACH 2058	BASIC Benefits LLC	-64.99
05/20/21	ADJ-23445		0.00
05/25/21	ADJ-23503		0.00
05/03/21	29073	LINDSEY M ALVES	-33.12
05/03/21	29074	TODD MACKIE & APRIL ENGLAND	-77.86
05/03/21	29075	LAUREN & WENDY GORHAM	-65.33
05/03/21	29076	KING RIDGEMARK INC	-21.66
05/03/21	29077	JUSTIN LEISINGER	-47.95

Sunnyslope County Water District

Disbursement Summary

05/03/21	29078	EVELYN BAYER SOTIR	-150.22
05/03/21	29079	ELIZABETH RODRIGUEZ/JOHN STARBODY	-186.62
05/03/21	29080	LIZARDO & ANA C TRUJILLO	-216.97
05/03/21	29081	SHAWN, ELAINE & RAYMOND YANG	-177.57
05/05/21	29082	Watson, Scott A.	-250.00
05/05/21	29083	Ace Hardware (Johnson Lumber Co.)	-73.62
05/05/21	29084	AT&T	-655.64
05/05/21	29085	Brenntag Pacific, Inc.	-30,787.02
05/05/21	29086	Central Ag Supply LLC	-165.96
05/05/21	29087	Edges Electrical Group, LLC	-468.17
05/05/21	29088	Education & Training Services	-998.00
05/05/21	29089	exceedio	-6,206.14
05/05/21	29090	Hach Company	-1,469.62
05/05/21	29091	Hollister Auto Parts, Inc.	-11.02
05/05/21	29092	Interstate All Battery Center	-149.25
05/05/21	29093	J M Electric	-3,380.00
05/05/21	29094	National Assoc. of Clean Water Agencies	-750.00
05/05/21	29095	National Notary Association	-69.00
05/05/21	29096	O'Reilly Auto Parts	-52.44
05/05/21	29097	Petty Cash	-100.00
05/05/21	29098	Phantom Services, Inc.	-170.35
05/05/21	29099	Postal Graphics	-14.11
05/05/21	29100	RJR Recycling	-1,250.00
05/05/21	29101	San Benito County Water District	-243.75
05/05/21	29102	San Benito Tire Pros & Automotive	-353.27
05/05/21	29103	Schaaf & Wheeler	-19,890.22
05/05/21	29104	Staples Advantage	-412.39
05/05/21	29105	State Water Resources Control Board-DWOCB	-180.00
05/05/21	29106	Toro Petroleum Corp.	-1,606.98
05/05/21	29107	Transene Company Inc (Shape Products)	-147.56
05/05/21	29108	Tyler Technologies, Inc.	-130.00
05/05/21	29109	U.S. Bank Corporate Payment Systems	-3,772.71
05/05/21	29110	USA Blue Book	-424.42
05/05/21	29111	Wright Bros. Indust. Supply	-3,239.21
05/10/21	29112	RYAN D TAYLAN	-31.39
05/10/21	29113	LYNNE & DONALD BONINO	-234.33
05/10/21	29114	OUMAR DIAGNE	-17.02
05/12/21	29115	Alvarez, Abel	-372.00
05/12/21	29116	A-1 Services	-403.00
05/12/21	29117	Atlas Copco Compressors LLC	-518.61
05/12/21	29118	Auto Tech Service Center, Inc.	-70.00
05/12/21	29119	Brenntag Pacific, Inc.	-11,842.07
05/12/21	29120	Brigantino Irrigation	-77.34
05/12/21	29121	City of Hollister-Finance Dept	-385,170.76
05/12/21	29122	John Smith Road Landfill	-1,281.30
05/12/21	29123	Postmaster	-245.00
05/12/21	29124	Recology San Benito County	-299.75
05/12/21	29125	Shape, Inc.	-4,882.94
05/12/21	29126	Trans Union LLC	-171.38
05/12/21	29127	Tyler Technologies, Inc.	-64,590.00
05/12/21	29128	UWUA Local 820	-738.56
05/24/21	29129	Auto Tech Service Center, Inc.	-800.00
05/24/21	29130	Badger Meter, Inc.	-6,436.27

Sunnyslope County Water District

Disbursement Summary

05/24/21	29131	Brenntag Pacific, Inc.	-18,547.91
05/24/21	29132	De Lay & Laredo	-4,128.50
05/24/21	29133	Edges Electrical Group, LLC	-65.70
05/24/21	29134	exceedio	-3,070.57
05/24/21	29135	Iconix Waterworks (US) Inc.	-346.01
05/24/21	29136	Itron, Inc.	-7,893.91
05/24/21	29137	MBS Business Systems	-1,048.69
05/24/21	29138	RJR Recycling	-1,250.00
05/24/21	29139	Simplot Grower Solutions	-748.75
05/24/21	29140	Toro Petroleum Corp.	-1,854.88
05/24/21	29141	Tyler Technologies, Inc.	-1,332.50
05/27/21	29142	Postmaster	-2,132.56
05/31/21	29143	B RODRIGUEZ & IGNACIO CENICEROS	-8.72
05/31/21	29144	ROBERT & DARBY CONNOLLY	-26.17
05/31/21	29145	INDEPENDENT CONSTRUCTION	-483.04
05/31/21	29146	KRAIG KLAUER	-32.54
05/31/21	29147	NAKRY & KOSSAMO SISOWATH	-47.33
05/31/21	29148	TEICHERT CONSTRUCTION	-643.40
05/31/21	29149	JANET L TYGERSON	-79.34
05/11/21	H20-52263		0.00
05/31/21	H20-52266		0.00

\$ -846,442.65

SUMMARY:

Accounts Payable Paid to:

Vendors	\$ 252,962.86
Payroll - Employee	201,887.32
Transfer(s) to LAIF	-
Mastercard Debits/ACH	320.00
City of Hollister for City Billing Collected, Net of Fees	385,170.76
Customer Refunds & Returned Checks/ACH	6,421.71
Total Disbursements	\$ <u><u>846,442.65</u></u>

Sunnyslope County Water District

Disbursement Summary

June 1, 2021 through June 30, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
06/07/21	RET0084	RETURNED ACH	-240.00
06/07/21	RET0085	RETURNED ACH	-150.00
06/07/21	RET0086	RETURNED ACH	-125.00
06/11/21	RET0087	RETURNED ACH	-111.00
06/09/21	ACH 2062	CalPERS - Retirement	-194.58
06/09/21	ACH 2063	CalPERS - Retirement	-686.08
06/01/21	ACH 2068	CalPERS - Retirement	-23.08
06/01/21	ACH 2069	CalPERS - Retirement	-23.08
06/01/21	ACH 2070	CalPERS - Retirement	-23.08
06/02/21	ACH 2073	North American Bancard	-57.97
06/03/21	ACH 2074	North American Bancard	-87.97
06/01/21	ACH 2075	CalPERS - Health Insurance	-20,131.80
06/04/21	29150	Bernal, Melissa M	-343.26
06/04/21	29151	Vasquez-Herrera, Luis M.	-250.00
06/04/21	29152	Zavala, Anabel G.	-100.00
06/04/21	29153	United States Treasury	-949.10
06/04/21	29154	ACC Business	-1,324.60
06/04/21	29155	AT&T	-464.26
06/04/21	29156	Brenntag Pacific, Inc.	-18,165.55
06/04/21	29157	Brigantino Irrigation	-131.63
06/04/21	29158	Calcon System, Inc.	-1,287.50
06/04/21	29159	Central Ag Supply LLC	-1,512.16
06/04/21	29160	EBCO Pest Control	-69.00
06/04/21	29161	Edges Electrical Group, LLC	-499.03
06/04/21	29162	Hach Company	-2,352.10
06/04/21	29163	Hollister Safe & Lock Inc.	-152.78
06/04/21	29164	Itron, Inc.	-262.08
06/04/21	29165	Konica Minolta Premier Finance	-416.76
06/04/21	29166	Metropolitan Compounds, Inc.	-2,125.90
06/04/21	29167	Micro Motion, Inc	-4,184.52
06/04/21	29168	Mid Valley Supply	-98.66
06/04/21	29169	San Benito County-Clerk	-40,423.00
06/04/21	29170	San Benito County Water District	-340,138.47
06/04/21	29171	San Benito Tire Pros & Automotive	-5,865.23
06/04/21	29172	Staples Advantage	-835.44
06/04/21	29173	Star Concrete	-526.59
06/04/21	29174	Tyler Technologies, Inc.	-260.00
06/04/21	29175	USA Blue Book	-2,398.88
06/04/21	29176	UWUA Local 820	-738.56
06/04/21	29177	Veolia Water Technologies	-58,368.83
06/04/21	29178	Verizon Wireless	-230.60
06/04/21	29179	Nationwide Retirements Solutions	-23,423.43
06/04/21	29180	Postmaster	-42.00
06/14/21	29181	BRIANNA M ALCANTAR	-103.79
06/14/21	29182	JOSE JOEL CEDANO	-400.00
06/14/21	29183	YOOJUNG SUH & YOUNG MAN CHOE	-130.07
06/14/21	29184	JUSTIN GWINN	-224.84
06/14/21	29185	JEFF LEMMON & JENNIE WALLACE	-103.79
06/14/21	29186	DAVID & GERALDINE WRIGHT	-190.08
06/14/21	29187	A-1 Services	-403.00

Sunnyslope County Water District

Disbursement Summary

06/14/21	29188	Ace Hardware (Johnson Lumber Co.)	-973.37
06/14/21	29189	AT&T	-654.66
06/14/21	29190	Atlas Copco Compressors LLC	-660.45
06/14/21	29191	Auto Tech Service Center, Inc.	-110.00
06/14/21	29192	B.S.K. Associates	-1,093.00
06/14/21	29193	Badger Meter, Inc.	-3,534.75
06/14/21	29194	Brenntag Pacific, Inc.	-25,686.89
06/14/21	29195	Brigantino Irrigation	-113.87
06/14/21	29196	Calif. Special Districts Association	-6,244.00
06/14/21	29197	CM Analytical, Inc.	-9,757.50
06/14/21	29198	EBCO Pest Control	-69.00
06/14/21	29199	Fastenal Company	-94.67
06/14/21	29200	Grainger, Inc.	-477.47
06/14/21	29201	Hach Company	-814.40
06/14/21	29202	Iconix Waterworks (US) Inc.	-2,220.86
06/14/21	29203	John Smith Road Landfill	-2,004.20
06/14/21	29204	Meter Valve & Control Inc.	-2,934.00
06/14/21	29205	Mid Valley Supply	-251.16
06/14/21	29206	Mission Uniform Service	-1,152.12
06/14/21	29207	Monterey Signs, Inc.	-207.58
06/14/21	29208	O'Reilly Auto Parts	-17.47
06/14/21	29209	Palace Business Solutions	-307.13
06/14/21	29210	Postal Graphics	-154.38
06/14/21	29211	R&B Automation, Inc.	-5,024.66
06/14/21	29212	Recology San Benito County	-299.75
06/14/21	29213	San Benito County Water District	-151,400.00
06/14/21	29214	State Water Resources Control Brd-WWOPCP	-125.00
06/14/21	29215	Toro Petroleum Corp.	-4,400.53
06/14/21	29216	Trans Union LLC	-122.02
06/14/21	29217	True Value Hardware	-92.23
06/14/21	29218	USA Blue Book	-1,411.63
06/14/21	29219	Wright Bros. Indust. Supply	-6.95
06/17/21	29220	Grainger, Inc.	0.00
06/21/21	29221	Brenntag Pacific, Inc.	-1,192.16
06/21/21	29222	First Trust Alarm Company	-698.00
06/21/21	29223	San Benito County Water District	-302,145.27
06/21/21	29224	Shred-It USA	-562.59
06/21/21	29225	KEALA MAGALLAN & JONATHAN COSO	-40.20
06/21/21	29226	SABINA A. MONTERO	-57.70
06/21/21	29227	N WROBEL & KATHLEEN PENNINGTON	-37.26
06/21/21	29228	JEFF LEMMON & JENNIE WALLACE	-75.36
06/21/21	29229	WILLIS DOOLING	-400.00
06/23/21	29230	Bryan Mailey Electric, Inc	-2,044.21
06/23/21	29231	De Lay & Laredo	-12,411.00
06/23/21	29232	Edges Electrical Group, LLC	-304.21
06/23/21	29233	Grainger, Inc.	-16.71
06/23/21	29234	Hach Company	-1,357.88
06/23/21	29235	Mission Uniform Service	-576.06
06/23/21	29236	Phantom Services, Inc.	-170.35
06/23/21	29237	RJR Recycling	-1,750.00
06/23/21	29238	Simplot Grower Solutions	-756.17
06/23/21	29239	Star Concrete	-517.85
06/23/21	29240	Tyler Technologies, Inc.	-7,410.00

Sunnyslope County Water District

Disbursement Summary

06/23/21	29241	U.S. Bank Corporate Payment Systems	-4,583.21
06/24/21	29242	Foster, Travis J	0.00
06/29/21	29243	Postmaster	-2,128.20
06/30/21	29244	MELANIE R LYONS	-400.00
06/30/21	29245	SHAWN RENEE PACHECO	-103.47
06/30/21	29246	JAMII & STANLEY PURA	-245.80
06/30/21	29247	Hillebrecht, Robert B.	-141.69
06/29/21	29269	Perez Bribiesca, Diego	-250.00
06/30/21	29270	A Tool Shed	-104.65
06/30/21	29271	Abel Septic Tank Service	-18,549.39
06/30/21	29272	Ace Hardware (Johnson Lumber Co.)	-19.64
06/30/21	29273	AT&T	-425.51
06/30/21	29274	Atlas Copco Compressors LLC	-1,805.91
06/30/21	29275	Badger Meter, Inc.	-1,077.66
06/30/21	29276	BTJ Enterprises, LLC	-2,466.30
06/30/21	29277	CM Analytical, Inc.	-9,411.25
06/30/21	29278	Facilitaion Unlimited	-5,000.00
06/30/21	29279	Filmtec Corporation	-5,178.45
06/30/21	29280	Hach Company	-230.57
06/30/21	29281	Hollister Auto Parts, Inc.	-26.18
06/30/21	29282	Iconix Waterworks (US) Inc.	-823.25
06/30/21	29283	J L Wingert Co.	-1,089.22
06/30/21	29284	Mc Master-Carr	-14.85
06/30/21	29285	Mission Uniform Service	-298.58
06/30/21	29286	Plangrid, Inc.	-198.74
06/30/21	29287	Quinn Company	-3,024.78
06/30/21	29288	Razzolink.com	-76.95
06/30/21	29289	State Water Resources Control Board-DWOCB	-90.00
06/30/21	29290	Toro Petroleum Corp.	-3,958.78
06/30/21	29291	TPO	-5,500.00
06/30/21	29292	Tyler Technologies, Inc.	-260.00
06/30/21	29293	UWUA Local 820	-738.56
06/30/21	29294	Veolia Water Technologies	-6,296.95

\$ -1,160,806.35

SUMMARY:

Accounts Payable Paid to:

Vendors	\$	1,111,685.74
Payroll - Employee		45,982.25
Transfer(s) to LAIF		-
City of Hollister for City Billing Collected, Net of Fees		-
Customer Refunds & Returned Checks/ACH		3,138.36
Total Disbursements	\$	<u><u>1,160,806.35</u></u>

Staff Report

Agenda Item: E - 4

DATE: July 13, 2021 (July 20, 2021 Meeting)
TO: Board of Directors
FROM: Associate Engineer, Rob Hillebrecht
SUBJECT: Associate Engineer Monthly Status Report

Industrial Wastewater Treatment Plant

Sunnyslope began operation of the Industrial Wastewater Treatment Plant (IWTP) on July 7 as the San Benito Foods cannery began operation. Staff have been working very closely with Sharp Engineering & Construction Inc. for several months in preparation for operating this plant. Significant alterations to the entire treatment process have been implemented to accommodate the City of Hollister requirement that Pond 2 not be used for treatment. Staff were forced to use creative temporary solutions since cannery operation started before all the IWTP changes and upgrades were fully constructed and ready. A new Operations & Maintenance Manual is being developed to document the revised treatment and operational strategy.

Summer Newsletter

Staff worked closely with Anne Muraski to design the Summer Newsletter which will be delivered to all District customers. This edition covers issues regarding the current severe drought and voluntary conservation measures now in effect. It also discusses Sunnyslope's role in development in and around Hollister. Finally, it directs customers to the San Benito Water Resources Association for conservations tips and rebates.

CCTV Inspection Project

Due to an engine failure in their CCTV truck, Able Septic did not make any progress on inspecting Sunnyslope's sewer collection system since mid-June. They are scheduled to continue the inspection this week (July 19, 2021). Even with the month-long delay, Able remains well within their schedule for project completion. To date, only a few issues have been discovered, none of which pose an immediate threat to the collections system. After the full system is inspected, District Staff will create a strategy for addressing all the issues discovered.

Twin Oaks Phase 3

The Twin Oaks development between Airline Highway and Valley View Road has commenced with their Phase 3. In this phase, 28 new age restricted single family homes will be developed along the northwest boundary of the property. This also will provide Sunnyslope a 16" pipeline connection to the southern end of Memorial Dr. This connection will improve water flow into Sunnyslope's system from Well 2 and the Crosstown Booster Station located there. Water system testing and tie-ins for this phase are expected in late August.

County Hazard Mitigation Plan

For the past 9 months, District Staff have been participating in the San Benito County Hazard Mitigation Planning effort. This plan is required to qualify for FEMA funding in the event of a declared disaster and must be updated every 5 years. Staff have shared Sunnyslope's perspective and concerns regarding various emergencies such as earthquake, wildfire, drought, severe weather, pandemic, and more. Interagency cooperation in the formation, adoption, and execution of this plan will be vital during and after any major emergency.

Santana Ranch Phase 8

The Santana Ranch Phase 8 development completed all of its testing requirements and was tied into Sunnyslope's water distribution system. Final review of the Fairview/Hillcrest intersection improvement plans was conducted and Sunnyslope required various minor changes to account for the existing and future water infrastructure there. Construction on that intersection is expected to begin later this summer.

Standard Operating Procedures

Standard Operating Procedures documents have been created which describe the various activities and duties of different District Staff. These documents are vital facilitating the transition between staff and for ensuring that basic operations are conducted consistently. Moreover, these document the methods and activities of District Staff should there be any regulatory issue or challenge. They also ensure that key functions are completed on time and efficiently.

Sunnyslope Website

Sunnyslope's new website continues to be updated, modified and added to. It holds significantly more information offers far better transparency than the previous website. It has become a key means for communicating important information with our customers and the public at large. In June, the website was viewed over 20,000 times!

Staff Report

Agenda Item: E-5

DATE: July 13, 2021 (July 20, 2021, Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

SUBJECT: Superintendent Monthly Status Report: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.

Narrative

1. All 3 water reports have been completed on time by June 10, 2021.
2. Due to water limitation from the State, San Benito County Water District (SBCWD) request that we shut down the Lessalt surface water plant and send the majority of the allotted water to the West Hills Facility.
3. Air Quality Control Board was onsite for inspection of all records and permits associated with the district. The superintendent took air quality representative to various wells and the wastewater treatment plant to view equipment and verify proper permits are displayed.
4. Operators continue to exercise valves and flush fire hydrants throughout the district on schedule.
5. Ralph Stephens from Technical Performance Compliance (TPC) provided technical electrical training to plant operators and maintenance staff. He conducted "Common Sense Maintenance Practices" training in class style, along with hands-on training on pumps, motors and electrical equipment at both water treatment plants and various wells withing the district. Staff received educational credits for time spent in training.
6. Brian from Mailey Electric continued retro fitting office and shop lights with LED bulbs and fixtures. Estimated electrical saving over the next ten years including labor and materials is over \$10,000.
7. Joe from Primex completed Supervisory Control and Data Acquisition (SCADA) programming to allow water from the Mid-zone to be pumped to the High zone. This will allow Lessalt plant to be off while still delivering blended surface water into the high zone.
8. Industrial Wastewater Treatment Plant sludge removal has been completed, Sharp Electric is working on installing baffle curtains and setting aerators in place. Frisch Engineering and CalCom are working on Supervisory Control and Data Acquisition (SCADA) logic. Sunnyslope staff has begun working on Standard Operating Procedures (SOP's). Management has also been working with both the State Water Resources Control Board and Air Quality Control Board on finalizing both permits before the canning season begins.

In addition to the daily, weekly & monthly work schedule, our maintenance personnel also performed these additional special work projects.

Water (9)

1. Replaced service line at 1101 El Cerro Drive.
2. Cleaned around office and shop.
3. Air Quality Control District inspection of permits and records.
4. Toro Petroleum fueled up all diesel equipment and generators.
5. Start working on shop inventory.
6. Electrical safety and troubleshooting training with Ralph Stevens.
7. Continued testing district backflow devices.
8. Replaced leaking curb stop at 590 El Toro Drive.



Project Location	: Replaced service line at 1101 El Cerro Drive.
Project	: Replace saddle on broken corps stop.

Department	: Water/Wastewater Utilities Maintenance
Description	: Old saddle corroded over time. Water was noticed on the road triggering a repair work order (WO). Operators completed this task within 6 hours and service was resumed.
Equipment used	: Vactor truck, Leak truck and four operators.

LESSALT Water Treatment Plant (5)

1. Replaced coagulant pump #2-gauge isolator.
2. Completed filter and oil change on compressors #1 & 2.
3. Replaced Granular Activated Carbon (GAC) on filter unit #1.
4. Joe from Primex set up computer logic to pump from mid-zone to high zone.
5. Acid and Caustic cleaned (CIP) all Continuous Micro Filtration (CFM) units.

West Hills Water Treatment Plant (6)

1. Loaded sludge for RJR to haul to John Smith Landfill.
2. Acid cleaned all CL17 (chlorine) analyzers.
3. Finished knocking down weeds around the plant.
4. Cleaned all turbidity meters.
5. Cleaned Powder Activated Carbon (PAC) screens.
6. Peroxide cleaned Total Organic Carbon (TOC) analyzer.

Wastewater (4)

1. Started cleaning and preparing for San Benito Foods Industrial Plant start up.
2. Started transferring water from Pond #2 to Pond #1 at San Benito Foods Industrial Plant to get proper water level.
3. Pulled pump #1 at RMII Lift station, replaced impeller and wear ring.
4. Hauled dried wastewater sludge from SBR Wastewater Plant to John Smith Landfill.



Project Location	: Industrial Wastewater Treatment Plant
Project	: Project Start up
Department	: Water/Wastewater Utilities Maintenance
Description	: Sunnyslope received the Industrial Wastewater Project from Neil Jones to operate facility during cannery season. Sunnyslope is tasked with startup and operation.
Equipment used	: Work with contractors and SSCWD staff to develop policies and procedure, permit compliance, sampling, and technical operation to successfully complete the operational season.

Completed This Month	Job Descriptions	Completed YTD 2020 – 2021 July 1 to June 30	Completed 2019 – 2020 July 1 to June 30	Completed 2018 – 2019 July 1 to June 30	Completed 2017 – 2018 July 1 to June 30
188	Work Orders	2469	2715	2642	2826
85	Temporary Manual Read Water Meters Installed in New Construction Accounts	368	256	146	229
12	Radio Read Meters & ERTs Installed in New Construction Accounts	21	0	1	2
61	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	282 (Total = 6625)	191	246	176
30	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	322	304	350	370
66	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	721	319	410	269
0	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	749	281	757	509
31	Meters on Repair List	326	449	1147	1035
17	Emergency Calls	174	156	204	225
178	Locates on our Water/Sewer Lines	1732	1037	454	427
0	Sewer Inspections	0	0	2	2
0	Shutoff Notices	0	112	182	180
1	Water Services Replaced	12 (Total = 895)	15	18	19

(8/2016 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)



Hollister/Sunnyslope Intertie Water Balance

Report Date: July 1, 2021 Current Consumption Period: May 12, 2021		to		June 14, 2021	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	1,066,130			
Sunset & Memorial Water Total Flow	6,126,300	4,075,500	0		0
Sunnyslope & Memorial Water Total Flow	7,461,600	3,531,600	0		0
Hillcrest and Memorial Water Total Flow	782,900	364,700	474,600		281,400
Santa Ana & La Baig Water Total Flow	620,400	972,500			
Intertie Sub-Total Water Flow	14,991,200	10,010,430	474,600		281,400
<i>Total Combined Surface and Ground Water Intertie Flow</i>	25,001,630		756,000		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		7,482,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		11,490,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		16,695,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)					15,126,000
Sunnyslope Well 11 Surface Water Total Flow (West Hills)					20,637,000
Sunnyslope Surface Water Total Flow (LESSALT)					36,022,000
Surface Water Flow Sub-Totals		35,667,000			71,785,000
Ground Water and Surface Water Flow Totals	14,991,200	45,677,430	474,600		72,066,400
Current Period:	<i>COH half of Surface Water Flow to Distribution (LESSALT & WH)</i>		53,726,000		
	<i>Net Ground/Surface Water Balance Owed to SSCWD (to COH)</i>		14,516,600	-8,329,970	
	<i>Beginning Water Balance Owed to SSCWD (to COH)</i>		598,871,335	-390,752,055	
	<i>Gallons Billed to COH thru Report Date June 1, 2021</i>		0		Informational Last Month Net Total 208,119,280
	Sub-total Ending Water Balance Owed to SSCWD (to COH)		613,387,935	-399,082,025	Net Sub Total 214,305,910
<i>Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period</i>				1,302,000	
<i>Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4</i>					5,208,000.00
Ending Water Balance Owed to SSCWD (to COH)		608,179,935	-399,082,025	Net Total	209,097,910

Current:	<i>LESSALT WTP Total Flow to Distribution</i>	36,022,000			
	<i>Percent of LESSALT Surface Water Received</i>	COH	27.0%	SSCWD	73.0%
Current:	<i>COH half of LESSALT Total Flow to Distribution</i>	18,011,000			
	<i>Intertie Net Surface Water Total Flow to COH</i>	9,729,030			
	<i>Intertie Net Ground Water Total Flow to COH</i>	14,516,600			
Current:	<i>West Hills WTP Total Flow to Distribution</i>	71,430,000			
	<i>Percent of Surface Water Received</i>	COH	49.9%	SSCWD	50.1%
Current:	<i>COH half of West Hills WTP Total Flow to Distribution</i>	35,715,000			
	<i>West Hills WTP Surface Water Total Flow to COH</i>	35,667,000			

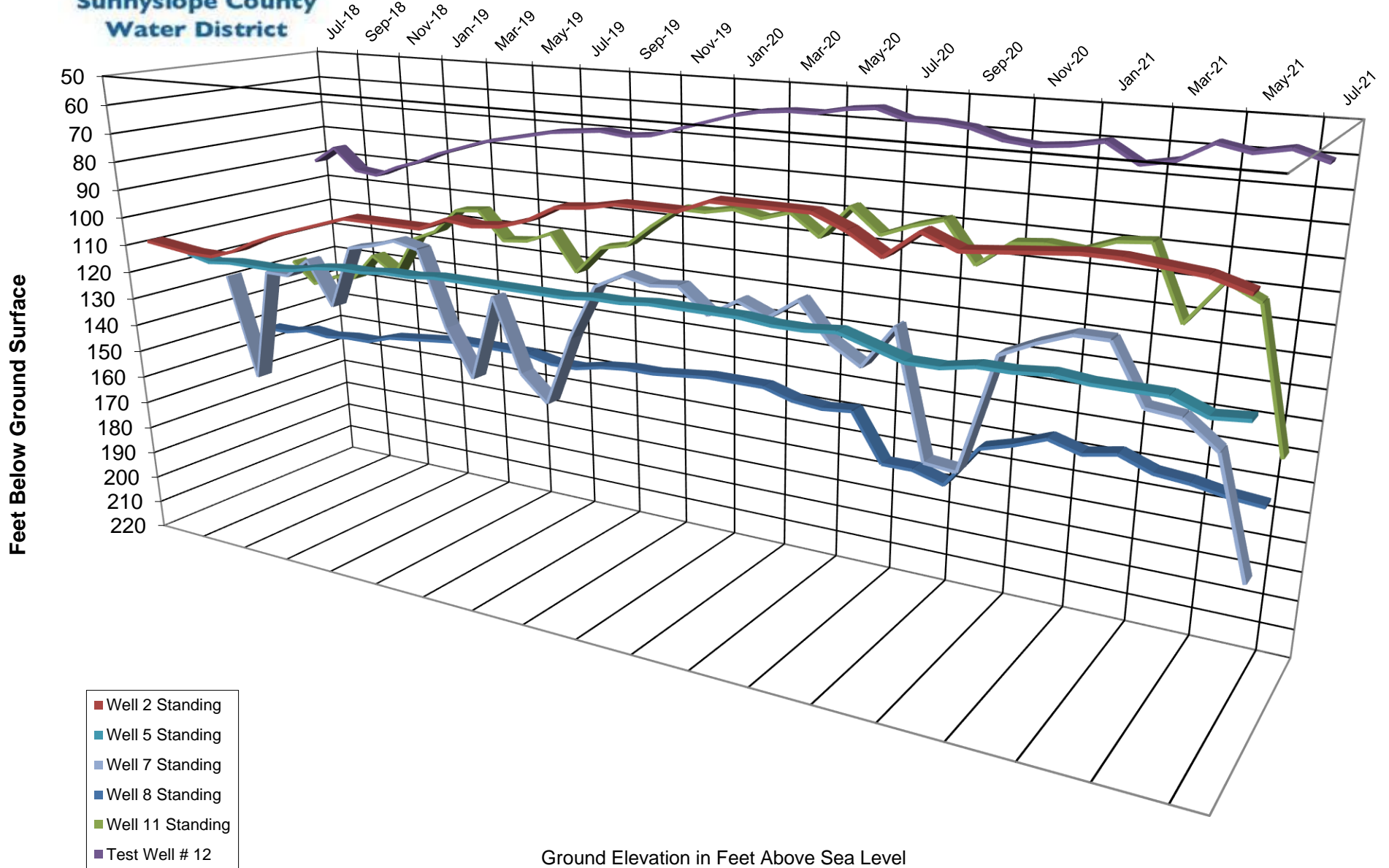
From February 14, 2019 to Present					
YTD	<i>LESSALT WTP Total Flow to Distribution</i>	437,872,000			
	<i>West Hills WTP Total Flow to Distribution</i>	799,648,000			
	<i>Surface WTPs Total Flow to Distribution</i>	1,237,520,000			
	<i>Total YTD Surface Flow to COH/SSCWD</i>	COH	570,684,908	SSCWD	666,835,092
	<i>Percent of Surface Water Received</i>	COH	46.1%	SSCWD	53.9%



Sunnyslope County
Water District

Depth to Standing Water Level Below Ground Surface

Month/Year



- Well 2 Standing
- Well 5 Standing
- Well 7 Standing
- Well 8 Standing
- Well 11 Standing
- Test Well # 12

Ground Elevation in Feet Above Sea Level

Well 2 = 325

Well 5 = 438

Well 11 = 330

Well 7 = 361

Well 8 = 481

Test Well 12 = 308

Staff Report

Agenda Item: E – 6

DATE: July 14, 2021 (July 20, 2021 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

- 1. Employee Staffing** – With the unexpected departure of the Finance/HR Manager position last month there has been a significant amount of disruption to the flow of staffing. The Finance/HR Manager position has been refilled through the assistance of local staffing company. The Billing/Public Relations Specialist position has progressed through interviews and a offer will be extended this month. The Water/Wastewater Operator position will conclude interviews this month and filled in early August, and the Executive Assistant position has been advertised so that this position may be filled in the first weeks of August to help take some of the load off of the Finance Manager.
- 2. Office Technology and Public Access** – The decision not to re-open the office until the Billing/Public Relations Specialist position has been filled has been a good one. More assistance with the front office duties will be needed in order to provide the level of service that the public has received in the past. Quotes are being solicited by staff to install permanent glass partitions on the front desk counter. This will be needed to return to the practice of allowing the public to use the building after hours. The office is unsecure if the public can access the main office without the need of a key.
- 3. July Newsletter** – The Spring/Summer newsletter will be mailed before the end of July. This outreach to the public has been received well by the public and staff have received compliments on these notices.
- 4. IWTP Contract Progress** – The IWTP is in full operation. Staff members have really stepped up to the tasks of running this facility. I am very proud to work with the District Operators.
- 5. Permit Compliance** – No water compliance issues were encountered this month. Water quality has remained consistent. Staff will begin to also prepare the IWTP.

Staff Report

Agenda Item: **F – 1**

DATE: July 14, 2021 (July 20, 2021 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Interview Board Member Applicants, Consider Appointment, and Conduct a Swearing-In Ceremony of a New Board Member to Fill a Vacancy on the Board of Directors.

BACKGROUND:

On June 8, 2021, the Board of Directors held a special meeting and directed staff to advertise and solicit applications to fill a vacancy on the Board of Directors per California Government Code Section 1780 and Board Policy 7080. Notices were posted, advertised in a local publication, and applications were received through 5 p.m. on July 15, 2021. All applications received were forwarded to each Board Member for review.

Director Ross stepped down from the Board of Directors effective May 28, 2021. The Board of Directors may fill the vacancy by appointment within 60 days of the vacancy, or no later than July 28, 2021. The Board should conduct interviews of each applicant and consider appointment. If an applicant is appointed, the Secretary will conduct the Swearing-In Ceremony and the appointed Board Member will be seated for the remainder of the meeting.

FINANCIAL IMPACT:

There is no fiscal impact of appointing a Board Member and filling the vacancy on the Board of Directors.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

RECOMMENDATION:

The General Manager/Secretary recommends the Board interview Board Member applicants, consider appointment, and direct the Secretary to conduct a Swearing-In Ceremony of the new Board Member to fill a Vacancy on the Board of Directors.

Staff Report

Agenda Item: F - 2

DATE: July 14, 2021 (July 20, 2021 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander

SUBJECT: Consider Authorizing the General Manager to purchase Ignition® software by Inductive Automation and contract for professional services to replace the Supervisory Control and Data Acquisition (SCADA) System for an amount Not to Exceed \$75,000.

BACKGROUND:

As the District continues to grow it is important for the SCADA control systems to remain up to date and to keep up with security for protection against unauthorized access. District staff have met with San Benito County Water District (SBCWD) to discuss the future conversion of all SCADA systems over to a newer control program called Ignition® and both agencies are in agreement that we will make this change over within the next three years. The District installed a new SCADA server last year with anticipation of putting the old District SCADA program onto it, however we are now in a position where it is both more cost effective and more advantageous to make the transition from the older system over to Ignition®.

District staff will be trained on this new system and all District well heads, treatment plants and wastewater assets will be converted over to this system. Once staff have been comfortable with this new program we will begin to convert over the treatment plants owned by SBCWD. This year the software will be purchased for \$35,000, selective staff will attend detailed training costing approximately \$12,000 and contract services will be obtained from Frisch Engineering in the amount of \$30,000 to install and convert existing controls over to this new system.

FINANCIAL IMPACT:

The fiscal impact of upgrading the District's SCADA system is estimated to be \$77,000 the first year including the purchase of the software, training and the programming of new control screens. Future expense will be budgeted for based on the ability of staff to perform programming functions. A portion of this cost will qualify for reimbursement from San Benito Foods, and San Benito County Water District will fund the conversions of the Treatment Plants through capital expenditures by 2024. The percentage that will be shared by others is still being negotiated. Funding for this improvement will be designated from the Capital Reserve fund.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by Article 20, Section 15378 of the State CEQA Guidelines and therefore CEQA is not applicable.

RECOMMENDATION:

Consider authorizing the General Manager to purchase Inductive Automation Ignition® SCADA software and begin the conversion of the SCADA system in amount not to exceed \$77,000.

Attachment: Calcon systems SCADA System Upgrade Quote

Staff Report

Agenda Item: F - 3

DATE: July 13, 2021 (July 20, 2021 meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Associate Engineer

SUBJECT: Consider Approval and Authorize the President to Sign an Agreement for Water Facilities and Service for the West of Fairview Phase 1B Development.

RECOMMENDATION:

Staff recommends the Board approve a motion to authorize the President to sign the Agreement for Water Facilities and Service for the West of Fairview Phase 1B Development.

BACKGROUND:

Phase 1B of the West of Fairview development is ready for construction. The vicinity map in Exhibit A shows the general location of the development and the development map in Exhibit B reveals the layout and overall design of the project. This phase of the proposed West of Fairview development continues south of Phase 1A which is currently under construction and extends to Roberts Ranch. It involves the creation of 133 new single-family residences. Sunnyslope County Water District will provide potable domestic water and fire protection water service to the development. District staff have reviewed the Improvement Plans to ensure that they meet all District standards and requirements.

This phase will connect the existing Landscape Irrigation System piping from Roberts Ranch with the portion of irrigation pipeline already installed in Phase 1A. The intent is for the water supply of the Landscape Irrigation System to eventually be solely sourced from the District's Well #5. That will retain more high-quality treated surface water for residential customers rather than using it for irrigation of public areas and landscaping. As part of Sunnyslope's high pressure zone, the pipelines installed by this development will also help provide additional connectivity and resilience in that zone between its southern portion around Ridgemark and its northern portion around Lessalt WTP and Santana Ranch.

The attached Agreement is the District's standard agreement for water facilities and service to a new development. The District currently has the capacity and ability to serve this development with potable water. Yet the Agreement acknowledges the District's right to terminate the Agreement if severe drought or other unforeseen circumstances significantly limit its ability to serve additional development.

FISCAL IMPACT:

The developer will pay for all related District costs through the Deposit explained in Section 5 of the Agreement, along with water capacity charges and meter set fees for each new unit. The capacity charge is currently \$12,000.00 and will be adjusted in accordance with the Engineering News Record Construction Cost Index for San Francisco on July 1st, 2022. The meter set fee is currently \$405.00.

ENVIRONMENTAL IMPACT:

The City of Hollister City Council approved a Specific Plan and Environmental Impact Report for the West of Fairview Development on April 16, 2007.

ATTACHMENTS:

1. Agreement for Water Facilities and Service for the West of Fairview 1B Development

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Sunnyslope County Water District
3570 Airline Highway
Hollister, CA 95023-9702

AGREEMENT FOR WATER FACILITIES AND SERVICE
FOR THE WEST of FAIRVIEW PHASE 1B DEVELOPMENT (Tract 303)

The undersigned District declares:

Documentary Transfer Tax exemption Pursuant to Section 11922 of
the Revenue and Taxation Code and Exempt from Recording Fees per
Government Code Section 27383.

THIS AGREEMENT is made this ___ day of _____ 2021,
by and between the SUNNYSLOPE COUNTY WATER DISTRICT, a County
Water District organized and existing pursuant to Division 12 of
the California Water Code, State of California, ("District") and
LENNAR HOMES OF CALIFORNIA, INC. ("Developer").

W I T N E S S E T H:

WHEREAS, Developer owns and is developing the parcel(s) of
land to be developed in Hollister, California (the "Development")
and

WHEREAS, the vicinity map of the Development is attached
hereto as Exhibit A, and a map showing the planned Development is
attached hereto as Exhibit B; and

WHEREAS, Developer is proposing to construct a water system
to serve the Development (the "development water system") and
desires to transfer the same to the District upon completion of
construction, and

WHEREAS, District is agreeable to accepting the transfer,
operation, and maintenance of the development water system and to
provide service on the terms provided herein and their performance
by Developer;

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, District and Developer covenant and agree as follows:

1. INSTALLATION REQUIREMENTS. As a condition precedent to District's acceptance of the development water system, all water facilities shall be designed, constructed and be operable to District's reasonable satisfaction. District requirements shall include, but not be limited to the following:

a. Design. Developer shall design the water facilities to District's standards and any other applicable regulatory requirements. All plans and specifications shall be prepared by a licensed civil engineer registered in the State of California.

b. Plans and Specifications. Three complete sets of plans and specifications for the water facilities shall be submitted to the District for review and consideration of approval prior to construction. Construction shall not proceed until all plans and specifications are signed with evidence of District approval and a preconstruction meeting is held between representatives of District and Developer. District review of plans and specifications shall commence after receipt of the initial deposit as provided in Paragraph 5.

c. Construction. Developer will construct within one (1) year of the date of this Agreement the water facilities as shown on the plans and specifications approved by District; upon written request of Developer, District Engineer may extend such time without amendment to this agreement if in her or his sole discretion additional time is warranted. Any changes to the plans and specifications must be approved in advance by the District Engineer. All work, including connections to existing facilities, shall be performed in a manner satisfactory to the District Engineer in his or her reasonable discretion. Developer shall provide at its own expense a report by a competent soils engineer or soils laboratory, indicating that the compaction in the fills within which water facilities are to be installed is at least equal to ninety-five percent (95%) compaction and according to such specifications and standards as the District Engineer may prescribe for all or any part of the development water systems.

d. Underground Obstructions. District does not assume any responsibility or liability whatsoever during the construction of the water system facilities. Any location of underground utility lines or surface obstructions given to the Developer or

placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

e. Licenses; skill. Developer, or Developer's authorized representative (contractor) to perform the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the proposed project. District reserves the right to waive this requirement at its discretion where permitted under state statute. Developer, or Developer's contractor, shall be skilled and regularly engaged in the installation of water systems. District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty.

f. Inspection. District shall have the right at any time and from time to time to inspect work in progress in the construction of the water system facilities. Developer shall provide and assure the District and its employees and any person or persons designated by it the right to inspect the development water systems and the plans, materials and work for the systems before, during and after such are installed. Developer shall be responsible for all reasonable costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the system as needed or required for the approval of the water system by the District and any other regulatory agency having jurisdiction (such as the State Division of Drinking Water or California Regional Water Quality Control Board). Within the warranty period the Developer shall reimburse District for reasonable costs to correct any damages to on or off-site existing facilities related to the construction of the development water systems. Prior to the delivery of the Deed transferring absolute and unencumbered ownership of the completed water system to the District described in Section 6 to the District, Developer shall remit to the District payment of reimbursable costs incurred for inspection, administration and plan review.

g. Testing. All facilities in the development water systems shall be tested to meet District requirements. No system or portion thereof will be accepted without meeting District test requirements.

2. PAYMENT OF FEES, CHARGES AND COSTS. Developer will pay all costs to construct the development water system and connect

the system with the District's existing systems, and also will pay all reasonable sums expended by the District for engineering, legal and other services rendered in connection with the construction and connection, and will pay all fees and charges established by District as connection charges, rates for service and other comparable charges, upon being furnished with a statement of the fees and charges by the District, and prior to the District's acceptance of the development water systems.

3. BOND. Developer has furnished or shall furnish a bond, cash, cashier's check or other security acceptable to District in the sum of 10% of the Engineer's Estimate for the development water system prior to beginning of construction rounded to the nearest \$10. The Engineer's Estimate on development water system is Six Hundred Forty Nine Thousand Three Hundred Ninety dollars (\$649,390.00); therefore the required bond amount is Sixty Four Thousand Nine Hundred Forty dollars (\$64,940.00). These sureties shall be satisfactory to the District Board of Directors to guarantee the faithful performance of the terms of this Agreement and to guarantee the maintenance of the development water system against defective materials and faulty workmanship for a period of one year following the acceptance of the development water system by the District. They shall also indemnify the District against any costs of expenses (including the District's own labor costs) incurred by reason of failures, malfunctions, replacements, repairs or any other expenses incurred by District during the one-year period after the development water systems is transferred to the District.

4. PERMITS, EASEMENTS, LANDSCAPE COMPLIANCE.

a. Permits, Easements. Developer shall obtain all necessary local, county and state permits (including encroachment permits) for the development water system, and shall conform to the requirements of the permits, and shall arrange for applicable inspections and pay any necessary fees and deposits. Developer shall obtain all permanent and temporary easements necessary for ingress and egress to and from the development water systems for the purpose of installation, operation, maintenance and removal of system components. Pipeline easements shall be 20 feet in width, shall be in a form approved by the District and shall be submitted/conveyed to the District in recordable form prior to District's acceptance of the development water systems.

b. Landscape Compliance. Developer shall demonstrate to the District that Developer has complied with the terms of the

Model Local Water Efficient Landscape Ordinance contained in the City of Hollister Code, Chapter 15.22, adopted by the City of Hollister, and any amendments thereto and/or successor ordinances. The Developer shall comply with all other water efficiency requirements adopted by the State of California and Sunnyslope County Water District. The provisions of said ordinance are to be made available upon Developer request. Developer shall prepare and submit to the City of Hollister and the District a landscaping plan meeting the requirements of such ordinance, which plan shall be reviewed and approved by the City of Hollister and District.

5. DEPOSIT. Developer hereby agrees to deposit in cash with the secretary of District prior to beginning of construction Twenty Six Thousand Four Hundred Eighty dollars (\$26,480.00). This sum consists of 5% of the first \$50,000 of the Engineer's Estimate for development water system, plus 4% of the remaining amount, rounded to the nearest \$10. The Engineer's Estimate is Six Hundred Forty Nine Thousand Three Hundred Ninety dollars (\$649,390.00). This deposit shall be used by the District to pay for the District Engineer's charges for examination of plans and checking of specifications and other similar engineering charges, and the costs incidental to the inspection of the development water system, including payment of fees for legal services. If such deposit is insufficient to pay all such charges and costs, the Developer hereby agrees to pay all such reasonable charges and costs in excess of the sum so deposited prior to the acceptance of the development water system by the District.

6. TRANSFER OF SYSTEMS TO DISTRICT. Full right, title and interest in and to the development water systems installed pursuant to this Agreement is hereby granted to the District, subject to the conditions precedent of connection of the development water system with the water systems of the District and written Notice of Acceptance thereof by the District. There shall be no obligation upon the District to pay or reimburse the Developer any part of the cost of the development water systems. Developer will execute and obtain all signatures of any other parties having any interest (including any Deed of Trust), and deliver a Deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed water system to the District together with all real property, interest in real property, easements and rights-of-ways described on that certain final subdivision map for tract 303 dated May 21, 2021 and prepared by MacKay and Soms Civil Engineers and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the development water systems that are necessary or

appropriate in the opinion of the District in its reasonable discretion for the ownership and operation of the systems. All costs of construction of the system shall have been paid for by Developer, the time for filing mechanics liens shall have expired, and the title to the water system and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of title insurance if deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the Deed transferring the water system has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the water system and to expand, improve, or interconnect with adjacent facilities, as it deems appropriate.

7. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC. Developer shall, as its obligations under this agreement and as a condition of District's acceptance of the system, provide to the District:

a. A complete and final set of As-Built blueprints and AutoCAD digitized files for the entire development water system, satisfactory to the District General Manager, together with a copy of the specifications and any contract documents used for the construction of the water system.

b. A complete, detailed statement of account, satisfactory to the District, of the amounts expended for the installation and construction of the system, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

8. ACCEPTANCE AND SERVICE BY DISTRICT. Provided that Developer complies with the provisions of this Agreement, District will accept the water facilities constituting the development water system, and will provide water services to the Development upon completion and proof supplied to District of the installation thereof, full payment of all costs thereof by Developer and certification by the District Engineer that the development water systems meet the standards and specifications required by District for water systems installed for or by the District. Upon satisfaction of such conditions, District shall accept development water system as soon as reasonably practicable by the General Manager. The District will provide water service only in accordance with all rules and regulations of the District, including the Developer's prepayment of applicable connection

fees, capacity charges, and service charges. District's agreement to supply water services is further conditioned upon the following:

9. INSURANCE. Developer or Developer's authorized representative to do the work shall maintain and be responsible for subcontractors and outside owners or operators of equipment maintaining the following coverage during the performance of the Agreement:

a. Workers' compensation or self-insurance indicating compliance with any applicable Labor Codes, acts, laws, or statutes, whether federal or state, where Developer operates, including employers' liability insurance;

b. Comprehensive general liability and comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) combined single limit or equivalent for bodily injury, personal injury and property damage as a result of any one occurrence.

This policy shall name the District as an additional named insured, and shall be primary and underlying to District's insurance and shall not be excess or contributing with and District insurance. Said policy shall be placed with a carrier or carriers licensed to do business in the State of California, and shall cover Developer's contractual liability to District. A certificate of insurance shall be delivered to District verifying such coverage and also showing insurance against liability for workers' compensation, and the certificate shall include a statement that thirty (30) days' written notice shall be given by the carrier to District prior to any cancellation of or material change in the said insurance. The required insurance certificates shall be delivered to the District prior to commencement of the construction.

10. NO SERVICE BEFORE COMPLETION AND TRANSFER. Developer shall not allow any occupant or person to commence operations or use of any part of the water system within the Development prior to the transfer and acceptance by District of the water system, excepting for construction purposes, without the express written consent of the District. Such consent will normally not be given, and without limiting in any way District right to refuse such consent, District may impose conditions or restrictions upon any consent to such prior service, including but not limited to the posting of satisfactory surety to assure the completion and

transfer of the water system within a period of time specified by District.

11. WARRANTIES. Developer hereby warrants that as of the time of District's acceptance of the development water systems, such systems and all components thereof will be in satisfactory working order and quality, will have been constructed and installed in compliance with specifications and as-built plans being provided to District and in accordance with applicable requirements of any governmental agency having jurisdiction, and that the system will operate in good and sufficient manner for the purpose intended for not less than one (1) year after date of transfer and Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District during the one (1) year warranty period.

12. CONTINUING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto.

13. TIME OF ESSENCE. Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties with respect to the matters contained herein.

15. MODIFICATION. This Agreement shall not be modified except by an agreement in writing, signed by the party against whom the enforcement of any change, modification or discharge is sought.

16. ASSIGNMENT. Developer shall not assign this Agreement or any interest herein or hereunder without the prior written consent of the District, which consent shall not be unreasonably withheld.

17. TERMINATION. By written notice to the Developer, the District may terminate this Agreement for water service in the event that the Developer fails to perform any of the material terms, covenants or conditions contained herein, or that emergency drought measures require the cessation of new water meter connections or services within the District, or other unforeseen circumstances limit either the capacity or ability for the District to provide water services.

18. WAIVER. A waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

19. INDEMNITY. Developer shall protect, defend, indemnify and hold harmless the District and its Board of Directors, officers, employees and agents from any and all liability and claim for damages by reason of any injury to any person or persons or property of any kind from any cause or causes whatsoever in any way connected with or relating to the obligations or performance of Developer under the terms of this Agreement.

20. NEGOTIATED AGREEMENT. This Agreement has been reached through negotiation between the parties. Neither party is deemed the party which prepared the Agreement within the meaning of Civil Code section 1654, or case law thereunder.

21. ATTORNEYS' FEES. In the event of a lawsuit or other proceeding to enforce or interpret this Agreement, or the parties' performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. The phrase "prevailing party" shall be construed in accordance with California law.

22. SPECIAL TERMS. The Developer is prohibited from installing Self Regenerating Water Softeners (SRWS). The Developer may install water softeners recharged by portable cartridges supplied by service providers such that the brine solution resulting from a SRWS recharge is not discharged into the City of Hollister sewer system. It is understood by both the District and the Developer that the area will be served primarily by soft surface water, but under rare circumstances may receive harder groundwater.

Developer acknowledges that Developer must conform to and follow the most updated District regulations and requirements with regard to drought applicable to the Development as a condition of service, however, District shall not condition acceptance of the development water system on drought regulation (such as efficiency requirements or landscaping limitations) unrelated to the design of the development water system

Developer shall coordinate with the District in the installation and connection to a dedicated landscape irrigation water delivery system. This system shall only serve large landscape irrigation

demands such as road medians and parks. It shall not serve any individual private residences or properties. It may eventually deliver potable well water for landscape irrigation to reserve the softer, higher quality potable surface water for residential use.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date and year first above written.


"District"
SUNNYSLOPE COUNTY WATER DISTRICT, a public corporation

Jerry Buzzetta
President, Board of Directors,
Sunnyslope County Water District

ATTEST:

Drew A. Lander
District Secretary

"Developer"
Lennar Homes of California, Inc.



Name: BRIDGET HOWER
Vice President
Lennar Homes of California, Inc.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On June 30, 2021, before me, C. Leon, Notary Public
(here insert name and title of the officer)

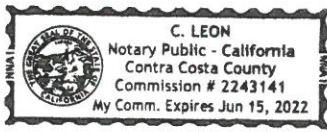
personally appeared Bridgit Koller,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

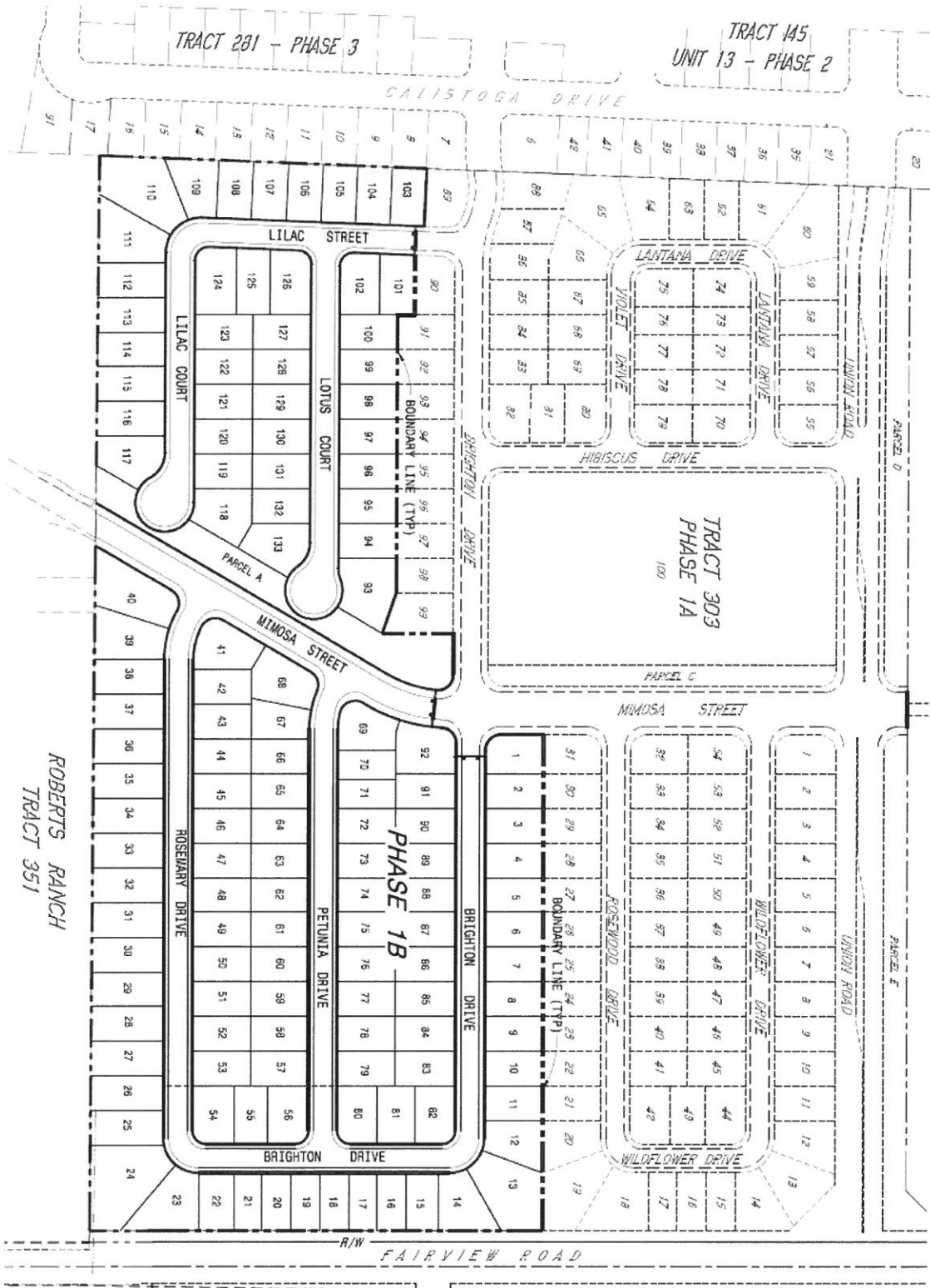
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
(Vicinity Map of Development)



EXHIBIT B
(Map of Development)



Staff Report

Agenda Item: F - 4

DATE: July 14, 2021 (July 20, 2020 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Consider Approval and Authorize the Board President to Execute an Agreement with the the Utility Workers Union of America, AFL-CIO Local 820 Amending Wages and Benefits for Represented Employees Through June 30, 2024.

BACKGROUND:

The General Manager and District Counsel have held negotiation meetings throughout the months of May and June with the District's Union Staff members (Utility Workers Union of America, Local 820). The Personnel Committee has been informed throughout this process during regular meetings. President Buzzetta attended many of the negotiation meetings as an observer and he helped to document proceedings during personnel committee meetings.

The prior three-year contract ended on June 30, 2021 and a new contract agreement was successfully negotiated and ratified by Union membership by June 28, 2021. As a result of the contract ratification by the union members occurring after the June Board Meeting the contract has been presented in July and only after approval by the Board shall benefits become effective as of July 1, 2021. Backpay will be adjusted in the soonest practical pay period with an effective date of July 1, 2021. The new agreement will also span a three-year contract term. The Personnel Committee is recommending the following adjustments to be made:

- Year 1 - 3% cost of living adjustment for all Union Staff members with an off-salary payment of \$1500 effective as of July 1, 2021. All employees within the Classic CalPERS retirement formula will increase the Employee contribution from 2% to 3.5%.
- Year 2 - 3% cost of living adjustment for all Union Staff members with an off-salary payment of \$1000 effective as of July 1, 2022. All employees within the Classic CalPERS retirement formula will increase the Employee contribution from 3.5% to 5%.
- Year 3 - 3% cost of living adjustment for all Union Staff members with an off-salary payment of \$500 effective as of July 1, 2023. All employees within the Classic CalPERS retirement formula will increase the Employee contribution from 5% to 6%.

There are other recommended adjustments to stipends pertaining to skills and certifications qualifying for a stipend, however the stipend payments remain unchanged.

This Agreement is the second negotiated union contract for the District. It is anticipated that the Personnel Handbook will be revised to be consistent with this proposed agreement within 6 months. The Union Staff members ratified the Agreement on June 28, 2021.

FISCAL IMPACT:

The fiscal impact of the proposed adjustment is approximately a 2.8% increase of the Union employee salary and benefits each year, totaling approximately \$77,000 in budget increase annually. There will be other incidental costs based on the salary and benefit increases however the increased contributions of Classic CalPERS members over the term of the contract will begin to create more equity among employee contributions and will help to offset increasing retirement expenses.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

RECOMMENDATION:

Approve and authorize the Board President to execute an Agreement with the Utility Workers Union of America, AFL-CIO Local 820 amending wages and benefits for represented employees through June 30, 2024.

ATTACHMENTS:

Agreement with Utility Workers Union of America, AFL-CIO Local 820

**Sunnyslope County Water District and
Utility workers Union of America, AFL-CIO
Local 820**

Union Member Ratification: June 28, 2021

**Adopted by the Board of Directors of the
Sunnyslope County Water District: _____**

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**Sunnyslope County Water District and
Utility Workers Union of America, AFL-CIO Local 820**

THIS AGREEMENT made and entered into this day ___ of ___ 2021 through the 30th day of June 2024, by and between Sunnyslope County Water District, hereinafter referred to as "District", and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, for and on behalf of Local 820, hereinafter referred to as "Union."

It is the intent and purpose of the parties hereto to promote harmonious economic and industrial relationships between the District and its employees; and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties to this Agreement. The District and the Union jointly agree to perform faithfully the obligations imposed by this Agreement.

Section 1: Union Rights

The District recognizes the Union as the sole exclusive bargaining representative for the following unit positions, which include all full-time regular staff for billing/public relations specialist; account technicians; plant maintenance electrician/instrument technician; water and wastewater utility maintenance; and water treatment plant operators.

The District agrees that after receipt of a written and voluntarily signed authorization from any employee, on a form mutually agreed upon by the parties hereto, it will deduct from the wages of said employee, the amount of monthly dues as certified by said form. Said amount will be forwarded to the Treasurer of the Union. Such deduction authorization may be revoked, and the voluntary fees discontinued at any time by any employee, upon voluntary written notice to District and Union.

The Local Union will keep the District currently advised of the monthly dues to be deducted from the wages of each Employee, who shall have filed the required Dues Deduction Authorization with the Union and the District.

Section 2: Management Rights

The District retains, and shall continue to have, the complete and exclusive right and power to manage its operations and direct its work force except as expressly limited by specific obligations of the District which are set forth in the specific provisions of this Agreement. Such retained rights and powers include, but are not limited to, the following: to hire, to promote, demote, transfer, lay off, and recall; to assign and reassign to duties, hours of work, and shifts; to maintain good order and efficiency; to discharge, suspend, and discipline employees for just cause; to establish, maintain, add to or amend rules, regulations, or codes, not in conflict with this Agreement, governing the conduct of employees on District time, on District property, while in District uniforms, or in District vehicles; to determine the type and quality of service; to determine the size and composition of the work force; to discontinue all or any part of its operations; to transfer its facilities to other locations and there to perform all or any part of its operations; to determine whether to purchase or lease equipment; to lease, sell or otherwise dispose of any part of its operations, facilities or equipment.

All matters not specifically covered in specific provisions of this Agreement are reserved to the District and may not be subject to meeting and negotiations (unless required by applicable laws), grievances, or any other restrictions on the right of the District to manage and direct its employees and operations.

Section 3: Strikes and Lockouts

It is recognized by the parties hereto that the District is engaged in furnishing an essential public service, which vitally affects the health, safety, comfort and general well-being of a large number of people in the communities to which water and wastewater service is rendered by the District. It is further recognized that the District and its employees who are represented by the Union have a mutual responsibility to the public which requires that disagreements arising between the parties to be settled in an orderly way without interruption of water and wastewater service. In recognition of this mutual responsibility, the Union hereby agrees that there shall be no strike, sick out or multiple unapproved employee absences and the District agrees that there shall be no lockout during the term of this Agreement. Any violation of this provision will warrant the District in taking disciplinary action.

Section 4: Discrimination

Both the Union and the District agree that there shall be no discrimination because of ancestry, age (over 40), race, color, sex, sexual orientation, gender, gender identity, gender expression, marital status, mental or physical disability, medical condition, protected medical leaves, domestic violence victim status, national origin, citizenship, genetic information, military or veteran status, religion, religious creed, political affiliation or any other protected class, and that the Union and the District shall comply with current Federal and State anti-discrimination regulations.

Section 5: Successor

The District and Union agree that the terms and conditions of this Agreement shall be binding on any and all successors and assigns of the District, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The District shall require any purchaser, transferee, lessee, assignee, receiver or trustee of the operation covered by this Agreement to expressly accept, in writing, all terms and conditions of such Agreement. A copy of such written acceptance shall be provided to the Union at least 30 days prior to the effective date of any sale, transfer, lease assignment, receivership, or bankruptcy proceeding.

Section 6: Grievance Procedures

The purpose is to provide a procedure by which employees may formally claim they have been affected by a violation, misapplication, or misinterpretation of law, District policy, rule, regulation, instruction, or contract provision. Counseling memos, rule violation notes, or warnings shall not constitute matters subject to the grievance procedure. Claims arising between any employee, or the Union, and the District, shall be presented as a grievance in the following manner:

Section A: Grievance Procedures

A. Level I – Informal Resolutions - Employee and/or Union Representative – Supervisor and/or Human Resource Manager

- (i) A potential grievance, other than one involving a contractual interpretation or a disciplinary layoff or discharge, shall first be presented orally. The issue shall be presented by direct contact between the employee or group of employees and their immediate Supervisor and/or the Human Resource Manager, either in person or with their Union representative, within ten (10) working days after the date of the action complained of; or the employee or the Union became aware or should reasonably have become aware of the incident which constitutes the basis for the issue. The Supervisor and/or the Human Resource Manager and the person or persons presenting the issue(s) will discuss and attempt to resolve the matter. Every effort will be made to resolve the issue(s) in Level I. The Supervisor and/or the Human Resource Manager will provide a written answer to the Union President within five (5) working days after oral discussion is concluded.
- (ii) A grievance which involves a contractual interpretation, or a disciplinary layoff or discharge of any employee shall be initiated in writing by the Union directly to the General Manager without any undue delay, but in any event no later than fifteen (15) working days after the effective date of such contractual interpretation or a disciplinary layoff or discharge.

B. Level II – Formal Written Grievance - Employee and/or Union Representative – Superintendent and/or Human Resource Manager

- (i) If the grievance has not been resolved at Level I, the grievant may present their grievance in writing, on a form provided by the Union to the Superintendent and/or Human Resource Manager within ten (10) working days of the act or omission giving rise to the grievance. If the grievance involves the Superintendent, Level II responsibilities shift to the Human Resource Manager. The grievance shall include the decision rendered during Level I and the specific remedy sought.
- (ii) After receiving the written grievance, the Superintendent and/or Human Resource Manager shall communicate his/her decision within fifteen (15) working days; or indicate that up to an additional fifteen (15) working days is needed to conclude the investigation and render his or her decision in writing and transmit to the Union President.

C. Level III - Union President or - General Manager

- (i) Grievances, which are not satisfactorily settled at the Level II level and grievances under Level (ii) shall be referred to the President and/or Vice President of Local 820 who may, in their judgment, take up any grievance with the District. Such grievance shall be made in writing to the General Manager or designee, on a form provided by the Union. The General Manager or designee shall, within ten (10) working days of the notification of the grievance, hold an informal hearing with the Union President for determining the facts behind the grievance. Within ten (10) working days after the informal hearing, the General Manager or designee shall reply to the

written grievance. In the event the General Manager or designee is absent from the District Office, the ten (10) working days shall commence to run upon the date of return to the District Office. Decisions shall be in writing setting forth the reasons and will be transmitted promptly to all parties in interest.

- (ii) If after every reasonable effort has been made by the Union and the District to settle the grievance and no satisfactory settlement has been obtained, either party may within fifteen (15) days from the date of reply of the General Manager, make written request to the other party that the matter be submitted to non-binding mediation. By mutual agreement, the time for making such request may be extended for an additional fifteen (15) working days period. Failure to request mediation within the time period shall constitute a waiver of the right to mediation.

Within ten (10) working days after written request to mediate, the District and Union representative shall meet to select the mediator from the American Mediation Association or Federal Mediation and Conciliation lists of names. If they shall thereafter fail to agree upon the mediator within five (5) working days, the parties shall request with a joint letter from the District and the Union, the Director of AAA or FMCS to submit a panel of five (5) mediators and from such panel the representatives of the District and the Union shall promptly select the mediator by the alternate striking of names from said panel.

The hearing shall be held by the mediator at a time mutually agreeable to the parties. If the parties cannot agree, the mediator shall select the date. The location of the mediation shall be a mutually agreeable location within San Benito County. The mediator shall render a decision within sixty (60) days after the hearings having been concluded or briefs have been submitted; provided, however, that by mutual agreement this time may be extended. The expenses of the mediator shall be borne equally by both parties. Each party bears its own costs of counsel.

A written record of the disposition of each grievance shall be kept by the parties.

Employee will not be denied their request for Union representation at any interview or meeting held with the District where the purpose of such interview or meeting is to engage in a formal fact-finding process, which may result in

employees being the subject of disciplinary action.

The District shall direct a copy of any correspondence regarding disciplinary action of a member to the President of Local 820 via the District's inter-office mail system.

Section B (Grievance Procedure con't).

Representation: Employees have the right to Union representation at any investigatory interview or meeting.

- (1) All meetings and hearings will occur during working hours and shall be without loss of pay.
- (2) If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the right to pursue the grievance shall be waived, and the grievance shall be considered resolved.
- (3) Saturdays, Sundays, and holidays shall be excluded in computing the time limits set forth above. By agreement in writing, the parties may extend any and all time limitations specified above.
- (4) The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this suspension to the Board of Directors.
- (5) A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file for ten (10) years.
- (6) The President and/or Vice President of Local 820 shall have the authority to represent employees in adjusting grievances. The District agrees to meet on any issue concerning wages, hours or working conditions at any reasonable time during working hours when requested by the Union. These meetings, as well as negotiating meetings, when held during working hours and including travel time, shall be without loss of pay. Duly accredited representatives of the Utility Workers Union of America, AFL-CIO, shall have the right to attend and participate in all grievance and/or negotiating meetings.
- (7) The Union shall create a grievance committee covered by this Agreement with authority to represent the employees in adjusting grievances. These meetings, as well as negotiating meetings when held during working hours and including travel time, shall be without loss of pay. Duly accredited representatives of the Utility Workers Union of America, AFL - CIO, shall have the right to attend all grievance and/or negotiating meetings.

Section 7: Lay-offs and Discharges

Whenever, in the judgement of the District Board of Directors, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or offered the option of moving to another position within the District, if a position is available and if the employee is qualified.

Section 8: Hours and Conditions of Work

The basic day of work for full-time employees is eight (8) hours, exclusive of the meal period. Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's starting and quitting times and total hours worked each day or each week. The District reserves the right to assign employees to jobs other than their usual assignments when required. In addition, employees may be required to work overtime or hours other than those normally scheduled whenever necessary.

The standard workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday. Normal working hours for field crew personnel are Monday through Friday; 7:30 a.m. to 4:30 p.m. with a one-hour lunch break. Normal working hours for field management are Monday through Friday, 7:30 a.m. to 4:30 p.m., with a one-hour lunch break. Normal working hours for office workers and management personnel is Monday through Friday; 8:00 a.m. to 5:00 p.m. with a one-hour lunch break. The on-call time period is for a duration of 7 days commencing at 7:31 a.m. on Wednesday and concluding the following Wednesday at 7:30 a.m.

The General Manager may allow for work schedules that deviate from the standard hours when it is determined to be in the best interest of the District.

Section 9: Job Descriptions and Committee

The District has provided to the Union the Job Descriptions setting forth the job title, definition, typical duties, special functions, and responsibilities for each job classification covered by this Agreement. The District may revise any job description to meet changes in operational procedures. If any such revision in a job description will affect a substantial increase in the duties or responsibilities of the job classification, the District will notify the Union of the revision at least ten (10) days prior to the effective date of the revision, and, prior to the effective date, the District and the Union will meet to discuss whether the revision should result in a change in classification and/or compensation. If the parties are unable to agree whether the revision should result in a change classification and/or compensation, the revision shall become effective as scheduled, but not the change in job classification or compensation. At the request of either party, the question as to whether the revision should result in a change in classification and/or compensation will be submitted to mediation in accordance with the provisions of this Agreement.

The District and the Union agree to create a collaborative team to review all Job Descriptions every 24 months with the intent of maintaining accuracy, up-to-date duties, responsibilities, and certification required.

It is understood that the Job Descriptions are not intended to set forth all the details of each job classification but only to outline in general terms the main duties, functions, and responsibilities of each job classification.

The District has the right to assign employees to work outside their job classifications when, in its sole discretion, operations require.

Section 10: Overtime

An eligible hourly employee shall receive overtime compensation for any time worked, plus time taken for authorized paid leave of absence, in excess of forty (40) hours per seven (7) day work period or any time worked in excess of the employee's eight (8) hour or greater normal daily work shift. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay.

If an employee works on each of the seven (7) days in any payroll week, the employee shall be paid double time for the hours worked on Saturday. All time worked in excess of twelve (12) hours in one (1) day, excluding meal periods, shall be paid at the rate of double time and in the event the overtime should continue into the following day, the additional continuous overtime shall be paid at the double time rate.

Time and one-half is paid after eight hours and double time after twelve hours of work, excluding mealtimes.

Time in excess of 50 hours per week shall be paid at double time. The overtime rate shall not be paid on both a daily and a weekly basis for the same hours so worked.

On-call personnel will be paid 2.7 hours each weekend day at 1.5 times their normal pay per hour. If the on-call person is called during this period, this is not considered a call out unless the 2.7 hours is first used. On-call personnel will be paid 2.7 hours on holidays at 2.0 times their normal pay per hour. Meal period pay and meal allowance does not apply to the 2.7 hours on weekends and holidays for on-call personnel. Double time on Saturdays does not apply to on-call pay for 2.7 hours each weekend day.

Overtime shall be distributed equitably among all employees except when it is impractical to do so. All time worked on a scheduled basis on an employee's regular day off shall be at the rate of time and one-half. Any employee called out on their day off or after they have left the job, shall be paid at the rate of time and one-half; and in no case shall they be paid the overtime rate for less than two (2) hours for each such call. Any employee called out on a regularly scheduled holiday shall be paid at the rate of double time; and in no case shall they be paid the overtime rate for less than four (4) hours for each such call.

Overtime pay shall be computed to the nearest quarter hour or hour of overtime worked.

Overtime pay is not reportable compensation for CalPERS retirement.

If an employee is required to work more than five (5) consecutive hours without a meal period, they shall be paid at the rate of time and one-half for all the time in excess of five (5) hours until they receive a meal period.

If a day's work entails more than two (2) hours of overtime at the beginning or end of a regular working day the employee shall be permitted a meal period with pay. Meals shall be at the District's expense.

The District provides a meal period after completion of more than two (2) hours of regular

overtime work. Employees are entitled to another meal period after five (5) hours worked from the end of any meal period taken. Meals are to be taken within one and one-half hours of when due. An employee, who with authorization, works more than five (5) hours beyond when a meal period is due, will be paid one additional hour of pay for each meal period missed, at the rate of time and one-half.

If an employee is on emergency duty outside of their regular working hours, they shall be allowed time out with pay for a meal at least every five (5) hours. Meals shall be at the District's expense.

A meal period is one hour in length.

All meal periods entitled to be taken with pay shall be paid at the rate of time and one-half. Meal allowance of \$15 will be paid by the District for each meal earned regardless of actual expense incurred or whether meal is taken.

If an employee works between the hours of 12:00AM and 6:00AM, the employee receives time off with pay up to four (4) hours that same day; depending on time left in scheduled shift.

If an employee works more than four (4) hours between the hours of 12:00AM and 6:00AM, the employee receives up to eight (8) hours off with pay that same day; depending on time left in scheduled shift.

Section 11: Stipend Pay

The District will provide a Stipend of \$60 per month for qualified positions designated by the General Manager. The District may limit the number of staff who receive the stipend.

Notary***

Spanish Speaking/Writing*

Tyler Administration Certificate**

P.O. Administration Certificate**

Back flow – AWWA***

Commercial Driver's License -DMV***

Pesticide Applicator – DPR***

Commercial Driver's License Compensation

Prior to applying for a Commercial Driver's License, an applicant must have the approval of the District Manager.

Approved applicant(s) who have met all the criteria for their Commercial Driver's License shall receive a stipend. If for any reason the employee forfeits their Commercial Driver's License, they will no longer be eligible to receive the above-mentioned compensation.

The District shall be responsible for any fees associated with the upkeep of the Commercial Driver's License including medical examinations, DMV fees associated with the License and paid time off during work hours to complete the medical exam and to submit to the DMV in person the required paperwork required by the State of California.

*The Proficiency Test will be provided and administered by a qualified independent entity selected by the General Manager.

** Successful completion of the Tyler Technology Certification program.

*** Certification must be active and in good standing.

Section 12: Holidays

All employees shall be entitled to observe the following paid holidays:

1. 1/2-Day New Year's Eve	<i>1/2 day, day before New Year's Day,</i>
2. New Year's Day	<i>January 1,</i>
3. President's Day	<i>3rd Monday in February,</i>
4. Memorial Day	<i>Last Monday in May,</i>
5. Independence Day	<i>Fourth of July,</i>
6. Labor Day	<i>First Monday in September,</i>
7. Veterans Day	<i>November 11</i>
8. 1/2-Day Thanksgiving Day Eve	<i>1/2 day, day before Thanksgiving Day,</i>
9. Thanksgiving Day	<i>Fourth Thursday in November,</i>
10. Day After Thanksgiving Day	<i>Fourth Friday in November,</i>
11. 1/2-Day Christmas Eve	<i>1/2 day, day before Christmas Day,</i>

12. Christmas Day	<i>December 25, and</i>
13. Three (3) Floating Holidays	<i>Floating holidays are to be used at the employee's discretion. Holidays must be used in whole day increments (unless balance is less than a whole day), and are available starting July 1, and must be used <u>before June 15</u> of the following year; they do not carry over to the next fiscal year.</i>

All regular work shall be suspended and full-time employees shall receive eight (8) hours pay for each of the full-day holidays, and four (4) hours pay for each of the 1/2- day holidays listed above. Holiday pay for part-time employees will be based on the number of hours normally worked for the day on which the holiday falls. Temporary employees must be employed thirty (30) days before receiving holiday pay and then they will receive holiday pay according to the number of hours normally worked on the day a holiday falls.

An employee is eligible for any paid holiday if they work both the day before and the day after said holiday. If an employee was out on authorized paid leave of absence, they are also eligible for holiday pay.

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

Any non-exempt employee working on a holiday shall, in addition to receiving pay for the holiday, be paid for the actual hours worked at their overtime rate of pay, or as otherwise specified under **Overtime**.

Employees on authorized unpaid leave of absence, Workers' Compensation, or medical leave at the time of the holiday observance will be ineligible for holiday pay.

Section 13: On-Call

On-call duty is required for all maintenance personnel, unless exempt by the District Manager. On-call duty shall be defined as that circumstance which requires an employee assigned by the District to:

- a. Be ready to respond immediately to an emergency call for service after hours.
- b. Be readily available at all hours by telephone or other communication equipment.
- c. Refrain from activities which might impair an employee's duties upon call.
- d. On-call duty is normally assigned in seven (7) day increments .After hours on-call duty starts on Wednesday at 7:31 a.m. and runs to the following Wednesday at 7:30 a.m.
- e. The on-call operator shall also have the responsibility for "stand-by" assignment during their designated lunch hour.

On-call compensation of the (7) day increment shall be \$ \$300.00 to be paid to the employee who completes the on-call. This information must be noted on each employee's time sheet.

On-call compensation for weeks that include holidays shall include an additional \$50 per holiday for the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day.

When the on-call employee is called out after normal working hours, the employee is guaranteed a two (2) hour minimum pay. The compensation is 1.5 (1 ½) times their normal pay per hour. On-call time starts when the person responds to the answering service call. If they are called out again within that two-hour period, no additional compensation will be paid until more than two (2) hours of work is accomplished. If personnel are called out again, the same rule applies.

On-call personnel will be paid for 2.7 hours each weekend day at one and a half (1½) times and holiday days at two (2) times their normal pay per hour. If the on-call person is called during this time period, this is not considered a call-out, unless 2.7 hours is first used. On-call personnel assigned additional on-call duties associated with the Industrial Wastewater Plant (IWTP) shall receive one additional hour. If management, in their discretion, assigns an additional on-call operator to address only the IWTP for on-call duties, then 2.7 hours shall apply to that duty.

Any deviation from the On-Call List must be reported to the Water/Wastewater Superintendent immediately so that the appropriate agencies can be notified.

Section 14: Rest and Meal Periods

All full-time employees shall take periods of rest during the workday consisting of a ten-minute rest period in the morning, another ten-minute rest period in the afternoon, and a one-hour meal period.

Employees are required to notify their immediate supervisor, where feasible, at the beginning of any break or meal periods. Please keep in mind that when employees are not on a break, they are expected to devote their full efforts to their duties.

Employees are relieved of all active responsibilities and restrictions during meal periods and are not compensated for that time. Employees responsible for handling emergencies or safety-related duties may have to work through or cut short breaks or meal periods. Employees are responsible for making sure they take their breaks and meal period each day.

Section 15: Cell Phones

The District will provide a District owned cell phone for the District's main office, and a cellular table to the West Hills Water Treatment Plant, The Lessalt Water Treatment Plant and the Ridgemark Wastewater Treatment Plant. These phones/tablets are to remain at each site listed and are for staff use at these specific sites. The District will continue to provide a flat monthly reimbursement for the use of personal cell phones to those employees who desire to use their personal phone for District business and have been approved by the General Manager. The reimbursement amount for the use of personal cell phones will be \$30.00 per month. All other terms and conditions of cell phone or tablet use will remain consistent with Policy noted in Employee Handbook.

Section 16: Boot Allowance, Uniforms and Appropriate Work Attire

Boot Allowance: The District will pay up to \$250.00 per fiscal year (July 1st – June 30th) for safety shoes (footwear) purchases for qualifying employees, either directly to the retailer or to the employee upon presentation of a receipt.

Office Uniforms: Effective July 1, 2019 the District will provide Office Staff an allowance of \$100.00 per fiscal year to spend on uniform tops and/or jackets. The items will be chosen from a catalog agreed to by the District. The District will reimburse the employee upon presentation of a receipt. Office Staff are not required to wear clothing purchased with the allowance to work and may wear their own clothing.

If the employee pays for qualifying items out of pocket, a receipt for the items must be submitted within 2 weeks of the purchase to be eligible for reimbursement. Any amount in excess of the allowance shall be the employee's responsibility. If an employee does not use all or part of the \$100.00 allowance with the fiscal year, the unused portion is forfeited by the employee.

Employee Classifications qualifying for the Office Clothing Allowance are as follows:

- Billing Clerk/Receptionist
- Account Technician

Additional qualifying positions may be added from time to time upon approval of the General Manager.

At the District, professional image is important and is maintained, in part, by the image that employees present to customers, visitors, vendors, and others in the District's business. In choosing appropriate work attire, employees should consider factors including tastefulness, anticipated requirement for public contact, the nature of the job, and working conditions.

The District expects all employees to use good judgement and taste in matters of personal grooming and dress. Good judgment includes consideration for both the District and its constituents and customers. Attire should be in keeping with the dignity and image of a professional office. Employees should always be neat and clean in appearance, dressed in reasonably professional and conservative attire, and conduct themselves in a businesslike manner. The following is offered as a general guideline:

- Business Casual Attire (Monday through Friday):** No jeans, t-shirts, tank-tops, halter-tops, midriff-baring tops, low cut tops showing cleavage, tops with spaghetti straps, tube-tops, sweats, shorts, tennis shoes, flip flops, thong type sandals, or other informal or inappropriate attire. Exceptions will be allowed only with General Manager approval.
- Business Attire (Board & Special Meetings):** Generally, will include suits, sport coats, dress shirt and tie, and dress slacks unless excused by the General Manager in advance.
- Field Work Attire (All times):** Field or facility work may require special uniforms or equipment. Employees shall consult with a supervisor on requirements in advance. No personal hats and jackets may be worn with prior District approval

- d. Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Employees who violate the District's dress code will be subject to corrective action and disciplinary action, up to and including termination.

Section 17: Vacations

Vacation time accrued may be taken starting with the month following the month when it was earned.

Paid vacations shall be accrued monthly based on the following schedule. Eligibility for the next level of days earned occurs on an employee's anniversary date, and is effective the following month.

- a. During the first five years of service, ten (10) vacation days per year, or 6.67 hours per month;
- b. Six through ten years of service, fifteen (15) vacation days per year, or 10 hours per month;
- c. Eleven through fifteen years of service, twenty (20) vacation days per year, or 13.33 hours per month;
- d. After fifteen (15) years of service, twenty-two (22) vacation days per year, or 14.67 hours per month.

All vacation leave must be scheduled and approved in advance, and generally should be taken in the year in which it is earned. The employee shall complete the Request on a form approved by the District ten (10) days prior to the leave and must have the leave approved by their supervisor. In exceptional circumstances the General Manager, at their discretion, may waive the notice requirement.

Vacation slots will be evaluated on the basis of projected staffing needs, and extenuating circumstances. Employees must submit the completed form with their Time Sheet. (Refer to Appendix E in Employee Handbook)

No employee shall be allowed to accumulate more than thirty (30) days or two hundred forty (240) hours of vacation. Vacation leave earned and unused above the 240-hour limit will be forfeited, unless an exception is granted by the Board of Directors.

Employees on authorized paid leave of absence of greater than 30 days, authorized unpaid leave of absence, Workers' Compensation, or medical leave shall not accrue vacation during the absence. Upon separation of employment, the District will compensate the employee for all accrued vacation time at their straight time rate of pay at the time of termination.

The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.

If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

Section 18: Sick Leave

All employee classifications are provided paid sick leave benefits. Sick leave is defined as the time an employee is absent from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments to undergo medical, dental, or optical examinations or treatment shall be subject to sick leave provided prior notice is provided to the employee's supervisor.

Employees earn sick leave at a rate of one working day per month (8 hours) for full-time employment. For employees working less than full-time, actual accrual is pro-rated based upon the number of hours paid per month. Sick leave accrued may be taken starting with the month following the month when it was earned. There is no limit on the amount of sick leave an employee may accumulate. A record of accumulated sick leave earned, and sick leave used will be maintained by the Finance and Human Resource Manager.

It is the employee's responsibility to notify their supervisor as soon as possible, but no later than one-half (1/2) hour after the start of the work shift if unable to come to work due to illness or injury. If the illness lasts more than one (1) day, employees must keep their supervisor notified of their condition and estimated return to work date.

Employees on authorized paid leave of absence of greater than 30 days, authorized unpaid leave of absence, Workers' Compensation, or medical leave will not accrue sick leave during the absence.

Any employee, to become eligible for paid sick leave, must satisfy their supervisor that the employee is actually absent due to sickness or injury. Employees may be required to submit a physician's or dentist's statement or other appropriate document with their supervisor stating the cause of absence before such sick leave with pay shall be granted. The District may request a doctor's certificate clearing the employee to return to work if the illness or injury so merits. A doctor's certificate may also be required on any absence exceeding three workdays. The District may periodically evaluate an employee's ability to return to work with a physician, and with Workers' Compensation if applicable.

When applicable, at the employee's request, the District will coordinate its sick leave benefits with Workers' Compensation benefits, Disability Insurance benefits, and Paid Family Leave benefits. If an employee receives any of the above-named benefit payments, they must report them to the District for proper accounting and coordination. Employees shall receive no more in total compensation from both the District and the insurer, than their regular wage. If an employee coordinates these benefits with the District's sick leave benefit, they will only be charged for the amount of sick leave needed to make up the difference between the regular salary and the amount paid by the insurer. Future sick leave and vacation will only accrue based on the pro-rata basis of paid leave hours used compared to total work hours if the employee had worked during the pay period.

In the event an employee becomes ill or incapacitated longer than their accumulated time off (including vacation), health, dental, vision, and life insurance benefits for the employee will remain in effect as long as the terms of the benefit policy then in effect allow, not to exceed three (3) months after all leave time has been exhausted. Payment of dependent insurance premiums continues to be the responsibility of the employee. Employees must submit the completed request with their Time Sheet. _

Conversion to Cash

District employees may not cash-out or be compensated for any of the first 240 hours of sick leave accrued.

Any current employee having completed 10 years of continuous service with the District and having an unused sick leave accrual balance exceeding 500 hours, may, at their option, "cash-out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed-out" hours do not diminish the unused sick leave accrual balance to an amount of less than 500 hours.

Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash-out". Request for payment of unused sick leave as described herein, shall be made in writing to the payroll clerk by November 10th of each year.

Payments of "cashed-out" unused sick leave will be paid on payday dated November 30th of each year. An employee may have the option to contribute "cashed-out" unused sick leave to ~~his or her~~ **their** Deferred Compensation account (depending upon previous contributions, and not to cause the employee's annual contributions to exceed the annual amount allowed by law) or toward the employee's monthly share of health, dental or vision benefit.

Sick Leave compensation payment for unused sick leave is not to be used to determine employee's "average monthly compensation" or "same rate of pay."

Upon separation of employment, the District will not compensate an employee for any unused accrued sick time. However, any current employee having completed 10 years continuous service with the District and who retires under the California Public Employees Retirement System will be compensated for 25% of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of retirement from District service.

Section 19: Kin Care Leave

Full-time and part-time employees may use accrued sick leave upon the General Manager's approval as Kin Care leave to care for sick "immediate family" members.

As it refers to Kin Care, the term "immediate family" shall include spouse, children, parents, and parent in-laws as defined below:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. A "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.
- d. A "parent-in-law" extends parent to include mother-in-law, father-in-law, or grandparents.

In exceptional circumstances the General Manager may, at his or her discretion, grant kin care sick leave for someone other than those members included in a, b, c, d noted above.

Kin care leave time shall not accumulate from year to year.

Employees must provide as much notice as possible to request kin care leave, on a form approved by the District. If the leave lasts more than one (1) day, the employee must keep their supervisor notified.

Section 20: Bereavement Leave

Full-time employees are eligible to receive up to three (3) days paid leave at any one time when they are absent from work due to death of a member of their "immediate family". The term "immediate family" can be broadly or narrowly construed. For the purpose of Bereavement Leave, "immediate family" shall be defined as follows:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. The term "child-in-law" extends child to include daughter-in-law or son-in-law.
- d. A "parent" means a biological, foster, or adoptive parent, a stepparent, legal guardian, or person standing in place of a parent.
- e. A "parent-in-law" extends parent to include mother-in-law, father-in-law, or grandparents.
- f. A "sibling" means a biological, adopted, or foster brother or sister, or stepsibling.
- g. A "sibling-in-law" extends sibling to include brother-in-law or sister-in-law.
- h. "Other" immediately family refers to aunts, uncles, nieces, or nephews.

In exceptional circumstances the General Manager, at their discretion, may grant Bereavement Leave for someone other than those members listed above in and up to an additional two (2) days of paid bereavement leave.

The employee shall provide as much notice as possible to request Bereavement Leave, and make the request on a form approved by the District. If the leave will be for more than one (1) day, the employee must keep their supervisor notified.

Section 21: Authorized Unpaid Leave of Absence

Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the District may be granted by recommendation of the General Manager. An employee may request a leave of absence without pay for a period of up to six months.

Requests for leaves of absence without pay shall be submitted in writing, on a form approved by the District, by the employee to his or her supervisor, who shall consider such requests on their individual merits and circumstances and shall forward his or her recommendation to the General Manager for approval. If rejected, the General Manager shall submit reasons for rejection of such request to the employee. The employee may appeal the decision per *Grievance Procedures*.

Such leave of absence may be taken only after all accumulated vacation time has been exhausted. If the leave of absence is for medical reasons, then all accumulated sick leave must also be exhausted before a leave of absence can be granted.

Employees on an unpaid leave of absence shall not accrue seniority, sick leave, vacation, or be eligible for holiday benefits. They must also reimburse the District for the cost of the employees' medical, dental, and vision premiums, as well as continue to pay for any dependent insurance coverage. The completed form must be submitted with the Time Sheet. _

Due to the District's limited work force, maintenance of job classifications for the term of an authorized leave of absence cannot be guaranteed beyond six months. Employees returning from a leave of absence will be reinstated to the first available job classification for which they are qualified.

Section 22: Pregnancy Disability Leave

If an employee is disabled by pregnancy, childbirth, or related medical condition, she is eligible to take a pregnancy disability leave (PDL). The PDL is for any period of actual disability caused by pregnancy, childbirth, or related medical condition up to four months per pregnancy.

The employee should advise her supervisor as soon as possible after she becomes aware that PDL will be needed. Requests should be made on a form approved by the District. The employee should also inform her supervisor when such leave is expected to begin and how long it will likely last. The employee should make arrangements with her supervisor regarding the scheduling of any planned medical treatment or appointments in order to minimize disruption of the operations of the District.

Upon request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be modified if necessary to protect the health and safety of the employee and her child.

The following conditions also apply:

- a. PDL begins when ordered by the employee's health care provider. The employee must provide her supervisor with a certification from a health care provider containing:
 1. The date on which the employee became disabled due to pregnancy;
 2. The probable duration of the period or periods of disability; and
 3. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- b. Return to work from PDL will be allowed only when the employee's health care provider endorses a release that must be submitted to the employee's supervisor.
- c. The duration of the leave will be determined by the employee's health care provider, but in accordance with regulations may be for not more than 88 working days. Regular part-time employees are entitled to leave on a pro rata basis. The 88 working days of available leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- d. The employee will remain in paid status while using appropriate accrued leave (sick or vacation) during a PDL to satisfy any disability waiting periods or to supplement disability benefits in order to maintain the equivalent of full salary.
- e. The employee will be in non-paid status after exhaustion of appropriate accrued leave balances or at the employee's election to not use accrued leave benefits.

- f. During the period of PDL, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums as if the employee were not in leave status, as required by law or regulations. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies or plans for which it has not been reimbursed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a PDL, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a PDL has no greater right to reinstatement than if the employee had been continuously employed. _

Section 23: Family Care and Medical Leave

The purpose of this policy is to clarify how the District will implement the Family Medical Leave Act of 1993 (FMLA) and the California Family Relief Act (CFRA).

Eligibility. To be eligible for leave under the FMLA and the CFRA an employee must have: (1) been employed by the District for at least twelve (12) months, which need not be consecutive; and (2) worked for the District at least 1,250 hours in the twelve (12) months immediately preceding the commencement of leave. A request must be made on a form approved by the District.

Section 24: Unpaid Leave

Eligible employees will be provided with up to twelve (12) weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails: (1) inpatient care in a hospital, hospice, or residential medical care facility; or, (2) continuing treatment by a health care provider.

Both District policy and employee choice shall govern whether paid time off is substituted for otherwise unpaid leave. To care for a child after birth, or placement for adoption/foster care, an employee may elect to substitute accrued paid vacation for unpaid leave. For an employee's own serious health condition, or to care for an immediate family member who has a serious health condition, the employee must first use accrued paid sick leave, and may also elect to substitute accrued paid vacation before taking the remainder as an unpaid leave.

Employees on authorized family care leave who were previously covered by the District's health, dental, vision, and life insurance coverage shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work consistent with the District's existing policy, not to exceed 12 weeks. Payment of dependent insurance premiums continues to be the responsibility of the employee.

At the end of the family care leave, the employee will be reinstated to their original or equivalent position with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. The District may also require the employee to obtain medical certification that they are able to resume work.

Employee Obligations:

- a) If an employee requests leave for the birth, adoption, or the foster placement of a child, or for pre-scheduled medical treatment and the need for leave is foreseeable, the employee must provide the General Manager with a written request for family care or medical leave, on a form approved by the District, with at least thirty (30) days advance written notice. For other events, employees must provide as much notice as possible.
- b) Employees seeking leave on account of a serious health condition must provide the General Manager with medical certification regarding their condition. The General Manager may require employees to obtain, at the District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually-agreed upon health care provider.
- c) For most leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the General Manager's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An

employee who seeks intermittent leave on a reduced-leave schedule because of a planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates recurring periods of leave better than the employee's regular job. _

Section 25: Catastrophic Leave

At the discretion of the General Manager, employees will be permitted to transfer eligible leave credits to a time bank to be used by an employee when a non-work related catastrophic illness or injury occurs.

An employee's job-related illness or injury subject to Workers' Compensation coverage shall not be eligible for this catastrophic leave provision.

Definition of immediate family is defined as:

- a) The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b) The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.

Definitions used in the application of this rule:

- a) Catastrophic illness or injury is further defined as a non-work-related illness or injury which is expected to incapacitate the employee for an extended period of time, and which creates a financial hardship because the employee has exhausted all of his or her accumulated paid leave time.
- b) Catastrophic illness or injury is further defined as above, that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his or her accumulated paid leave time.
- c) A time bank is one or more hours of leave credit donated by one or more employees to another employee who has been incapacitated by a catastrophic illness or injury.
- d) Eligible leave credits include vacation only. They do not include sick leave.

A time bank for catastrophic illness or injury may be established:

- a) Upon request of an employee;
- b) Upon determination by the General Manager that the employee in the District is unable to work due to the employee's catastrophic illness or injury; and
- c) That the employee has exhausted all paid leave credit.

If a time bank is established, any employee may, upon written notice to the Finance Manager, donate eligible leave credits to another employee under the following conditions:

- a) Any regular employee may donate accumulated vacation time to an eligible employee; however, sick leave cannot be donated.
- b) Donations must be made in increments of one regular workday (or more) from the donating employee, up to a maximum of 40 hours in a one-year period.
- c) The District will assure that only credits that may be needed are transferred.
- d) The donation of paid vacation time is reversible.
- e) Employees donating paid vacation time shall do so in writing on a form developed by the General Manager.

- f) Donations will be reflected as an hour for hour deduction from the leave balance of the donating employee.
- g) All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

In order to receive time from the time bank, an employee must provide appropriate verification of illness or injury as determined by the District and must meet the following conditions:

- a) The employee requesting "catastrophic leave" shall submit a written request to the General Manager for review. The request must include a written statement from a licensed physician verifying the illness or injury. The General Manager shall include with the next payroll an announcement, which shall state: "*(Employee name)*" has requested Catastrophic Leave. Employees who would like to donate a portion of accrued vacation time to another employee should contact the General Manager's Office for a donation form." The General Manager or his or her designee shall implement the catastrophic leave donation and usage program in accordance with this article.
- b) The affected employee must have exhausted any accumulated paid leave time for which he or she is eligible (sick or vacation) prior to utilizing catastrophic leave.
- c) An employee who receives times through this program shall use any leave credits he or she continues to accrue on a monthly basis prior to receiving time from the time bank.
- d) The employee for whom the time bank is established will have any time which is donated to the time bank transferred to his or her account in one-hour increments for use as sick leave only. Donated credits will be reflected as an hour-for-hour addition to the leave balance of the receiving employee.
- e) The total amount of leave credits donated may not exceed an amount sufficient to insure the continuance of regular compensation.
- f) The use of donated paid vacation time given shall be up to the discretion of the General Manager and approval by the Board of Directors.
- g) Use of time from the time bank may not be used to augment benefits received due to a work-related injury or illness.

Section 26: Leave for Crime Victims and Family Members

An employee who is a victim of a crime or is a member of a crime victim's "immediate family" shall be authorized to be absent from work in order to attend judicial proceedings related to that crime, subject to the District's General Manager determining that work requirements may be maintained during the absence.

For the purpose of Leave for Crime Victims and Family Members, "immediate family" is defined below:

- a. The term "spouse" shall apply to an individual to whom the employee is legally married or to whom they are a registered domestic partner.
- b. The term "child" refers to a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his or her grandchild.
- c. A "parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.
- d. A "sibling" means a biological, adopted, or foster brother or sister, or stepsibling.

"Victim" means a person against whom one of the following crimes has been committed:

- a. A violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code;
- b. A serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code; or
- c. A felony provision of law proscribing theft or embezzlement.

Prior to an employee being absent from work, the employee must provide the District with a copy of the official notice provided to the victim of each scheduled proceeding.

An employee absent from work to attend a scheduled proceeding may elect to use accrued vacation leave, sick leave, or unpaid leave time.

The District shall keep confidential any records regarding the employee's absence from work pursuant to this policy.

Section 27: Workers Compensation

Workers' compensation insurance is paid by the District and protects employees injured while performing assigned duties on the job. All employees are covered by the District's Workers' Compensation Insurance. Employees must report any work-related injury or illness immediately to their supervisor. Work-related illness or injury will be treated in the manner prescribed by the District's Workers' Compensation Insurance carrier. This includes immediate diagnosis and treatment at a hospital or emergency room if necessary, and follow-up care with appropriate physicians.

If an employee is injured at work and is temporarily unable to perform their usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving workers' compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the District within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District's business needs.

While on Workers' Compensation leave, employees are required to provide periodic updates on their medical condition to the General Manager. Prior to returning to work, an employee must provide a written release from his or her doctor that permits a return to work and indicates any restrictions to full duty. The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been terminated.

The employee may elect to have Workers' Compensation benefits coordinated with the District's sick leave benefits. Sick leave would be applied on a pro-rated basis so the employee's compensation from the District equal to or less than the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums, as if the employee were not on leave status, for the duration of the leave. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies or plans for which it has not been reimbursed. Request must be made on a form approved by the District.

Section 28: Time Off for Children – School Activities

California Law allows a parent or guardian to take up to a total of 40 hours of time off each calendar year (but no more than 8 hours in one month) without pay to participate in their children's activities at school (grades K through 12) or licensed day care. The absence is subject to all of the following conditions:

- a. Employees planning to take time off for school visitations must provide as much advance notice as possible and all requests must be approved by the employee's supervisor;
- b. Employees must use accrued vacation in order to receive compensation for this time off; and
- c. Employees who do not have accrued vacation time available shall take the time off without pay.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In compliance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

- a. Employees must use accrued vacation in order to receive compensation for this time off; and
- b. Employees who do not have accrued vacation time available will take the time off without pay.

Section 29: Jury Duty

This policy shall apply to all regular employees in all classifications.

Any employee summoned for jury duty shall immediately notify his or her immediate supervisor and make a request on a form approved by the District.

While serving on a jury, an employee will be given a paid leave of absence for the duration of said jury duty. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his or her remaining normal workday. It is also conditional upon the employee's conveyance to the District of any compensation received as a juror, not including any travel allowance received. Jury duty shall not be counted as hours worked for purposes of overtime calculations. Time off while serving Jury Duty should be separately accounted for on the Time Sheet.

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Section 30: Voting

The District believes that it is the responsibility and duty of its employees to take an active role in the election process and exercise the privilege of voting in federal, state, or local governmental elections. In accordance with this philosophy, the District grants its employees advance arranged and approved time off to vote and for periods of service as an election official.

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, managers are authorized to grant a reasonable period of time, up to two hours during the work day to vote. Time off for voting shall be taken at the beginning or end of an employee's regular work shift, whichever accommodates the most time for voting and the least time off from work. Time off for voting should be reported and coded appropriately on timekeeping records.

Employees must provide their supervisor with at least two (2) days' notice that time off is needed and make a request on a form approved by the District.

Section 31: Military Leave

Employees, who enlist in or are inducted into the armed forces of the United States, or its auxiliaries, shall accumulate seniority during absence for such service and shall have all rights reserved to them as are provided for under the Veterans' Reemployment Rights Act.

For attendance at encampments not exceeding two (2) workweeks or ten (10) working days in any one year, the District will pay employees the amount, if any, by which the remuneration they receive from the government is less than their regular District pay would have been for the same pay period. The District will require satisfactory evidence of attendance. The District will continue to provide healthcare, dental, and vision benefits at the District's expense for up to thirty (30) days during this approved leave. Such items as subsistence, travel, uniform and other allowance will not be included in computing the remuneration received from the government.

Employees shall provide the District as much advance written notice as possible of their planned military leave. A copy of the applicable official orders for training or active duty must accompany the notice.

Section 32: Union Business on District Time

The District will provide paid release time with preapproval by the General Manager or their designee for Union members for the purpose of meeting and conferring with the District concerning issues which may arise during the term of the contract. The Union retains the right to determine which members shall be their representatives for each meet and confer issue.

Union member representatives (officers, stewards, trustees) employed by the District shall assist members in resolving grievances at the lowest possible administrative levels. These member representatives shall be afforded reasonable time during normal work hours for investigation, processing of grievances, for investigation of disciplinary actions, and to meeting with management regarding such actions without loss of pay or benefits. The Union shall provide an updated list of representatives to the General Manager and the Finance/Human Resource Manager. Only representatives from this list may be released from regular work duties for these activities.

The Union shall give the District enough notice to allow scheduling and other operational issues to be handled during the release time. Requests for release time shall include a location where the activity is to occur, time needed, and general nature of the Union business being conducted during release time.

Section 33: Time Off for Official Union Business

An employee selected by the National Union to do work which takes them from their employment with the District, may upon written request to the District, receive a temporary leave of absence for the period of their service for the National Union. Upon their return from the leave of absence, they shall be returned to the position held before their leave of absence. An employee may use available vacation leave or take leave without pay for their absence. Time off shall be scheduled and authorized per the General Manager. Leave without pay shall be limited to five (5) days per calendar year and may be extended upon approval by the General Manager.

Section 34: Health and Welfare Benefits

The premium cost for employee coverage under the District's medical, dental, and vision insurance plans is provided for full-time employees at no cost to the employee. For part-time employees who average at least twenty (20) hours per week, the District will pay a share of the premium based on the pro-rata ratio of normal hours worked to a 40-hour work week. The part-time employee will be responsible for the balance of the premium for employee insurance coverages. Medical, dental, and vision insurance is not provided to temporary employees. Employees may purchase medical, dental, and vision insurance coverage for dependents through payroll deduction.

The District's medical insurance is currently through CalPERS, who offers multiple plans. There are three choices of medical plans available based the Hollister zip code through CalPERS: PERS Choice, PERS Select, or PERS Care. The District includes the full premium for the PERS Choice plan in the Cafeteria Plan total.

Full-time employees will be allotted a Cafeteria Plan total to "spend" on self-coverage for the medical, dental, and vision insurance plans, and may select and enroll in any one, two, or all three plans. Part-time employees will be allotted a total to "spend" based on their pro-rata ratio. Any balance remaining of the allotted total must be used for dependent health premiums or be deposited in a Deferred Compensation Program account. Any premiums in excess of the allotted total must be paid by the employee.

The District pays a \$500 benefit per month to full-time employees that can be used toward the cost of any dependent insurance coverage, and if unused for dependent coverage must be deposited in the employee's Deferred Compensation Program account. Dependent premium cost in excess of the \$500 per month allowance is at the employees' expense. Part-time employees do not qualify for this benefit.

Medical, dental and vision coverage shall become effective the first day of the month following the date of employment.

The health insurance providers used, scope of coverage offered, and the portion of premiums to be paid by the District is subject to periodic review and revision by the Board of Directors.

Section 35: COBRA Benefits

On April 7, 1986, a federal law known as “COBRA” (Consolidated Omnibus Budget Reconciliation Act) was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end. Qualified individuals may be required to pay the entire premium for coverage of up to 102 percent of the cost to the plan. This overview is intended to inform employees, in a summary fashion, of their rights and obligations under the continuation coverage provisions of the law.

Employees covered by the District’s medical insurance plan have the right to choose continuation coverage if they lose their group health coverage because of a reduction in their hours of employment or the termination of their employment (for reasons other than gross employee misconduct), transition between jobs, death, divorce, and other life events. Employees’ eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end.

For employees qualify to elect COBRA coverage, the election period is 60 days (starting on the date the employee is furnished the election notice or the date he or she would lose coverage, whichever is later) to choose whether or not to elect continuation coverage.

COBRA requires continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying event that gave rise to the COBRA rights. When the qualifying event is the covered employee’s termination of employment or reduction in hours of employment, qualified beneficiaries are entitled to 18 months of continuation coverage.

Losing job-based coverage is also a special enrollment event in the Health Insurance Marketplace (Marketplace). The Marketplace offers “one-stop shopping” to find and compare private health insurance options. In the Marketplace, employees may be eligible for a tax credit that lowers monthly premiums and cost-sharing reductions, and can see what the premium, deductibles, and out-of-pocket costs will be before making a decision to enroll.

Eligibility for COBRA continuation coverage won’t limit an employee’s eligibility for Marketplace coverage or for a tax credit. Employees can apply for Marketplace coverage at www.HealthCare.gov or by calling 1-800-318-2596 (TTY 1-855-889-4325). To qualify for special enrollment in a Marketplace plan, employees must select a plan within 60 days before or 60 days after losing job-based coverage.

Any questions concerning rights under COBRA should be directed to the Human Resource Department

Section 36: Compensation

- Upon approval of the Board of Directors the following bonuses and wage increases for union positions shall become effective

Contract Years	Wage Increase	Other
Effective July 1, 2021	3%	Signing Bonus \$1500
Effective July 1, 2022	3%	Off Salary Schedule Pay \$1000
Effective July 1, 2023	3%	Off Salary Schedule Pay \$500

Section 37: CalPERS Retirement

The District contracts with the California Public Employees Retirement System (CalPERS) for pension benefits for its employees. The District’s pension plan is part of the Miscellaneous Risk Pool of CalPERS, a cost sharing multiple-employer defined benefit pension plan administered by CalPERS.

All full-time District employees are eligible for benefits under the plan in one of two tiers. Employees hired prior to January 1, 2013, or who are hired after December 31, 2012 and qualify as “classic” members on date of hire are in Tier 1; employees hired after December 31, 2012 and who do not qualify as “classic” members are in Tier 2. The benefit formula for employees in Tier 1 is 2.7% at 55 years of age, and the benefit formula for employees in Tier 2 is 2% at 62 years of age.

Any modifications to employee pension benefits per the existing District contract with CalPERS initiated by the District shall be subject to meeting and negotiation with the Union.

Current Benefits

CLASSIC EMPLOYEES ONLY:

CalPERS 2.7% @ 55. The cost sharing contribution rate is 2%, with modifications as follows:

Contract Years	Classic Employee Contribution to CA-PERS %
Effective July 1, 2021	+1.5
Effective July 1, 2022	+1.5
Effective July 1, 2023	+1
Total	6%

PEPRA EMPLOYEES ONLY:

CalPERS 2% @ 62; Employee’s share percentages adjust as required by California State law, currently at 6.750%.

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one-year of full-time employment. Tier 1 “classic” members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. The early retirement age for tier 2 members is 52. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is the Optional Settlement 2W Death Benefit.

Section 38: Post-Retirement Health Benefit

The District offers CalPERS health plans and pays the minimum employer health premium contribution for the District's eligible retirees and eligible surviving spouses. The retiree is responsible for paying the remainder of the monthly healthcare premium. For the current minimum employer health premium, contact the Finance and Human Resource Manager.

To be eligible for retirement medical, an active employee must be at least 50 and have a minimum of 5 years of service.

Section 39: Deferred Compensation Plan

457 Deferred Compensation Program is a voluntary employee contribution retirement plan. The Deferred Compensation Program is offered to public employees to help build additional future income for either retirement or for whatever plans may be when leaving public service.

Tax Benefit. A Deferred Compensation Program lets employees defer or set aside a portion of monthly current earnings into a self-directed investment account for retirement. Contributions are made by payroll deduction. When employees do this, they reduce the amount of taxable income immediately by postponing federal and state income taxes to the future when monies are paid or made available to employees or their beneficiaries.

Investment Options. Employees must choose how contributions are invested and evaluate the risks involved with such investment choices. A Deferred Compensation agent is available to consult with employees on investment options.

Contribution Limits. An employee may contribute into the plan the maximum allowed by current IRS law. The yearly deferral limits may be increased by the Secretary of the Treasury to keep up with inflation. There are two Catch-up provisions that increase the standard deferral limits for qualifying participants. The Age 50+ Catch-up provision allows people over age 50 to contribute more to their deferred compensation accounts. The Special 457(b) Catch-up provision was amended in 2006 and allows participants who have not contributed the maximum limit under IRS law in previous years to contribute an amount less than or equal to the maximum limit (essentially, up to double the maximum) in the three years prior to the individual's normal retirement age. For the current IRS Standard deferral limit, Age 50+ Catch-up limit, and the Special 457(b) Catch-up amount, contact the Finance and Human Resource Manager.

Employer Match. The District will contribute up to 30% of employees' contributed yearly-deferred compensation with a maximum total of \$468.00 per year. The 457 Deferred Compensation Program operates on a calendar year basis. The District's contribution will be paid with the December payroll deductions.

Withdrawals. Employees may withdraw all or part of their contributions, together with the interest earned thereupon, subject to appropriate tax withholdings, upon the occurrence of one of the following:

- Severance from (of) employment due to termination, death, retirement, or other cause;
- Permanent disability;
- Attainment of age seventy and one-half (70½) if still working; or
- An unforeseeable emergency (defined below).

An "unforeseeable emergency" includes any severe financial hardship to the participant caused by sudden or unexpected illness or accident of the participant or his or her dependent (as defined in IRC Section 152(a)), a casualty loss, or some other similar extraordinary circumstance caused by events beyond the participant's control. Home purchases and payments of college tuition do not qualify as unforeseeable emergencies

under this definition. Eligible employees may withdraw all or part of their contributions plus earnings. Several withdrawal options are available, including low interest rate loans.

Employees who choose to participate in the Deferred Compensation Program are subject to Medicare Tax on the deferred wages.

Section 40: Educational Assistance

Employees are encouraged to pursue educational opportunities which are related to their present work, which will prepare them for foreseeable future opportunities within the District or for future career advancement.

The District will reimburse full-time employees for approved courses of study on the following criteria:

- a. Employees who receive a passing grade (C or the equivalent) or higher will be reimbursed for the entire cost of tuition and the required class materials.
- b. The total amount of reimbursement which will be paid to an employee is limited to \$1,500 in any fiscal year.

To be eligible for reimbursement of course costs, the employee must receive advance approval for the class(es) from the General Manager. Requests for reimbursement should be submitted in writing. The employee will be notified of final approval, or the reasons for disapproval.

Upon completion of the class(es), the employee is responsible for completing and submitting appropriate documentation pursuant to District Board Policy 8150, Expense Reimbursement.

Where deemed necessary and appropriate, the District may pay for the Operator Training and Certification for temporary employees; the General Manager must make this determination in advance.

Two types of classes are generally eligible for reimbursement per this policy:

- a. Classes that are related to the employee's present work assignment or that may prepare them for future foreseeable opportunities within the District. Such classes may be taken individually and need not be directed toward a degree or certificate.
- b. Classes that are taken as part of the requirement for a degree or certificate. In this case the employee must first have completed the equivalent of two (2) full years of college level study and have reached the equivalent of "junior" year of a four-year degree program.

Section 41: Professional Licenses and Certifications

Some professional licenses and certifications may be required as a condition of employment in accordance with federal or State law. The General Manager may specify additional licenses and certifications for each job classification as may be deemed necessary to carry out the duties and responsibilities of specific job classifications. The District will pay for the annual dues or annual fees necessary to maintain such required professional licenses and certifications.

The District will reimburse all costs incurred by regular full-time and part-time District employees in applying for the required State Operator Certification. If the employee fails the first certification test, the District will pay for the second re-test only. Additional tests shall be paid for by the employee.

The District shall also pay for the annual renewal of certificates attained by employees.

Section 42:

Term Life Insurance

The District provides \$50,000 of term-life insurance to full-time employees while employed at the District. Part-time employees do not qualify for this benefit.

Section 43: Unemployment Insurance

Unemployment compensation insurance provides a weekly benefit for a specified period due to a qualifying condition of employment. These benefits change periodically and are established by State law. Employees do not contribute for this benefit.

Unemployment compensation insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for work-related misconduct. At the time of employment separation, employees may, upon request, be provided with a booklet published by the Employment Development Department explaining benefits, eligibility, and claim filing procedures.

Section 44: Union Bulletin Board

District staff may purchase and hang a bulletin board no more than four feet by eight feet in dimension in the District offices in a location to be mutually agreed upon by staff and the General Manager. The bulletin board may be purchased with District funds and staff may hang the bulletin board during normal work hours at a time that does not impact normal work deadlines. The General Manager must approve the purchase of the bulletin board.

All materials shall be reviewed prior to posting, signed, dated and then posted by the President of the Local or his/her designee. Neither partisan political literature, nor materials ridiculing individuals by name or obvious direct reference violation of discriminations laws or defamatory to the Employer, the Union or an individual shall be posted. The bulletin boards shall be maintained by the President of the Local or his/her designee, and shall be for the sole and exclusive use of the Union.

Section 45: Longevity Pay

Employees who have achieved at least fifteen (15) years of continuous service with the District are eligible to receive additional compensation in recognition of those years of service. The Longevity Pay the employee is eligible for is added to the employee's base pay at their current position and step. The Longevity Pay is for employees once they reach the required number of years of service and longevity compensation is covered by CalPERS retirement.

In recognition of years of service to the District, qualifying employees receive additional pay as follows:

<u>Years of Service</u>	<u>Additional Longevity Pay</u>
15-19	2.0%
20-24	+ 2.0%
25+	+2.0% (max 6.0%)

Section 46: Reserved.

Section 47: Merritt/Step Advancement within Range:

There are license requirements for the Water/Wastewater Maintenance Positions and Water Treatment Plant Operator Positions for each Salary Step and they are as follows:

Step Increases for the Water/Wastewater Maintenance Positions require the following licenses and have the following restrictions:

<u>STEP A:</u>	None
<u>STEP B:</u>	None
<u>STEP C:</u>	<i><u>One (1) required</u></i> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
<u>STEP D:</u>	<i><u>Two (2) required</u></i> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
<u>STEP E:</u>	<i><u>Two (2) required</u></i> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
<u>STEP F:</u>	<i><u>Three (3) required and one (1) license must be a Grade 2 License</u></i> (Water Treatment 1, Wastewater Treatment 1, Water Distribution 1)
<u>STEP: G</u>	<i><u>Three (3) required & two (2) licenses must be a Grade 2 License</u></i> (Water Treatment 1 or 2, Wastewater Treatment 1 or 2, Water Distribution 1 or 2)
<u>STEP: H</u>	<i><u>Three (3) required & two (2) licenses must be a Grade 2 License</u></i> (Water Treatment 1 or 2, Wastewater Treatment 1 or 2, Water Distribution 1 or 2)
<u>STEP: I</u>	<i><u>Three (3) required</u></i> (Water Treatment 2, Wastewater Treatment 2, Water Distribution 2)
<u>STEP: J</u>	Reserved for the <u>Lead Position and Only One (1) Staff Person Can be in the Lead, <i><u>Three (3) required</u></i></u> (Water Treatment 2, Wastewater Treatment 3, Water Distribution 3)

Step Increases for the Water Treatment Plant Operator Positions require the following licenses and have the following restrictions:

Water Treatment Plant Operators are required to have a Grade 3 Water Treatment License 3 and Water Distribution 2 License for all steps. Only one staff person can fill the Water Treatment Operator Lead Position and that is Step F in the salary range for the Water Treatment Plant Operator Position. **See ATTACHMENT 1 Monthly Salaries by Position and Step**

Section 48: Amendments, Modifications

All amendments to, and modifications of this agreement shall be made in writing by supplemental agreement duly executed by the parties signatory hereto, thereof.

Section 49: Compliance

If any Article or Section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all remaining Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement. In the event of invalidation of any Article or Section, the District and the Union agree to meet within 30 calendar days of such invalidation for the sole purpose of meeting and conferring upon said Article or Section.

Section 50. Contract Term

The term of this Agreement shall be for three (3) years. The Agreement shall commence July 1, 2021, and end June 30, 2024.

Any and all changed contract provisions shall be applied prospectively, that is, shall take effect as soon as practicable following ratification of this Agreement.

Sunnyslope County Water District

Staff Salary Summary by Position and Step

Effective: July 1, 2021 (Approved pending)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	
Account Technician	4,148.37	4,355.79	4,573.58	4,802.26	5,042.37	5,294.49	5,559.21	5,837.17	6,129.03	6,435.48	Step H-I=18 mos. Step I-J=18 mos.
Rate Per Hour	23.93	25.13	26.39	27.71	29.09	30.55	32.07	33.68	35.36	37.13	
Overtime Per Hour	35.90	37.70	39.59	41.57	43.64	45.83	48.11	50.52	53.04	55.70	
Annual Salary	49,780.44	52,269.48	54,882.96	57,627.12	60,508.44	63,533.88	66,710.52	70,046.04	73,548.36	77,225.76	
Billing/Public Relations Specialist	4,148.37	4,355.79	4,573.58	4,802.26	5,042.37	5,294.49	5,559.21	5,837.17			
Regular Time Per Hour	23.93	25.13	26.39	27.71	29.09	30.55	32.07	33.68			
Overtime Per Hour	35.90	37.70	39.59	41.57	43.64	45.83	48.11	50.52			
Annual Salary	49,780.44	52,269.48	54,882.96	57,627.12	60,508.44	63,533.88	66,710.52	70,046.04			
Plant Maintenance Electrician/Instrument Tech'n	7,011.86	7,362.45	7,730.57	8,117.10	8,522.96						
Regular Time Per Hour	40.45	42.48	44.60	46.83	49.17						
Overtime Per Hour	60.68	63.72	66.90	70.25	73.76						
Annual Salary	84,142.32	88,349.40	92,766.84	97,405.20	102,275.52						
Water Treatment Plant Operator	7,342.61	7,709.74	8,095.23	8,499.99	8,924.99	(LEAD) 9,371.24					
Regular Time Per Hour	42.36	44.48	46.70	49.04	51.49	54.06					
Overtime Per Hour	63.54	66.72	70.05	73.56	77.24	81.09					
Annual Salary	88,111.32	92,516.88	97,142.76	101,999.88	107,099.88	112,454.88					
Water/Wastewater Utility Maint.	5,442.16	5,714.27	5,999.98	6,299.98	6,614.98	6,945.73	7,293.02	7,657.67	8,040.55	(LEAD) 8,442.58	Step H-I=18 mos. Step I-J=18 mos.
Rate Per Hour	31.40	32.97	34.62	36.35	38.16	40.0716	42.08	44.18	46.39	48.71	
Overtime Per Hour	47.10	49.46	51.93	54.53	57.24	60.11	63.12	66.27	69.59	73.07	
Annual Salary	65,305.92	68,571.24	71,999.76	75,599.76	79,379.76	83,348.76	87,516.24	91,892.04	96,486.60	101,310.96	

COLA approved by Board **PENDING**: for **FY 21/22** is 3.0% (Effective 7/01/21) and for **FY 22/23** is 3.0% (Effective 7/01/22) and for **FY 23/24** is 3.0% (Effective 7/01/23).

MIN. REQUIRE. TO REACH STEP:		None	None	One Required	Two Required	Two Required	One Grade II Required	Two Grade II Required	Two Grade II Required	Three Required	Three Required	
Grade/Certification:	W Treatment			Grade I	Grade I	Grade I	Grade II	Grade II	Grade II	Grade II	Grade II	
	WW Treatment	None	None	Grade I	Grade I	Grade I	Grade I	Grade I	Grade I	Grade II	Grade III	
	Distribution			Grade I	Grade I	Grade I	Grade II	Grade II	Grade II	Grade II	Grade III	

Memorandum of Understanding June 8, 2021

Between

Sunnyslope County Water District

And

Utility Workers Union of America, AFL-CIO Local 820

Signatory Page

UWUA

William (Billy) Boltz, President, Local
820

Basilio Hernandez, Vice-President,
Local 820

Kelly Roberts, Secretary-Treasurer
Local 820

B. Jami Simon, Senior National
Representative, UWUA

SSCWD

Drew Lander, General Manager

Heidi Quinn, General Counsel

Staff Report

Agenda Item: F - 5

DATE: July 14, 2021 (July 20, 2021 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander

SUBJECT: Consider Approval or Resolution 557 adopting the District Management Organization Chart, the Designation of Management Classification Titles and Salary Scales (Presented by: Drew Lander, General Manager).

BACKGROUND:

The district has undergone significant changes in staffing in the past 18 months. Although the district is relatively stable, and turnover is very low, it is evident that many changes in a short amount of time due to retirement or other causes, disrupt the general business of the district. To prevent this from happening again some minor changes have been proposed to the Organizational chart. The district will maintain an Human Resources Consultant to provide continuity in HR matters and the Finance & HR Manager will continue to be knowledgeable on HR matters as it effects salary, payroll and benefits however this position will have access to a full time HR professional to ensure best management practices are maintained in the District. These changes have been reflected in the proposed organizational chart.

It is proposed that all managers be extended the \$1500 off schedule payment as provided by the union contract for FY 21/22. This is not a case of one group getting what the other gets but rather a token of appreciation of the hard work and dedication management put in during the COVID19 pandemic. The district was efficient and remained safe during this last year in large part due to the leadership of the managers.

The Water/Wastewater Superintendent is instrumental in the changes being made to improve efficiency and elevate operations staff in skill and overall performance. The present manager has proven to poses the skills required to move the General Manger's agenda for the district forward. The addition of the SBFoods IWTP operations contract would not have been possible without his leadership and knowledge. The approved IWTP contract includes the additional

income for the district to cover a modest increase in compensation for the Superintendent. It is proposed to increase the Salary range for this position 5% to compensate for the additional responsibilities held by the Superintendent in the operation and permit compliance requirements of the IWTP.

The Operations/Maintenance Crew Chief has proven be an asset to the district. The prior incumbent of the Crew Chief position was extended a 3% out of class incentive if a Water Treatment – Grade 3 license was achieved and maintained. The position does not require this certification but for redundancy and stability it is an important part of the district succession plan. DeeJ Burbank has achieved this license and the same incentive has been extended to him. Additionally, it is proposed that an additional step be added to the Crew Chief salary scale. Additional steps are not always advantageous as it is better to increase entire scale salary if additional skills are required for a position. However, the wide range of skills acquired here at the district make the salary range adequate for an entry level manager, and when a manager proves to excel in training and ability it is logical to provide additional steps based on these skills.

FINANCIAL IMPACT:

The fiscal impact of additional HR consulting will be within \$5000 to \$10,000 annually depending on needs. The fiscal impact of the \$1500 off schedule payments for all managers is a one-time expense of \$7500 and these payments are not reportable to CalPERS. The proposed salary scale adjustment for the Water/Wastewater Superintendent and the additional step provided the Operations & Maintenance Crew Chief, increases have been considered in the approved FY21-22 budget. These changes affect the salary benefits a total of \$14,000 annually. The CalPERS impacts of these Management salary adjustments are lessened by both managers participating in CalPERS PEPRA and both are more than 15 years away from potential retirement.

ENVIRONMENTAL IMPACT:

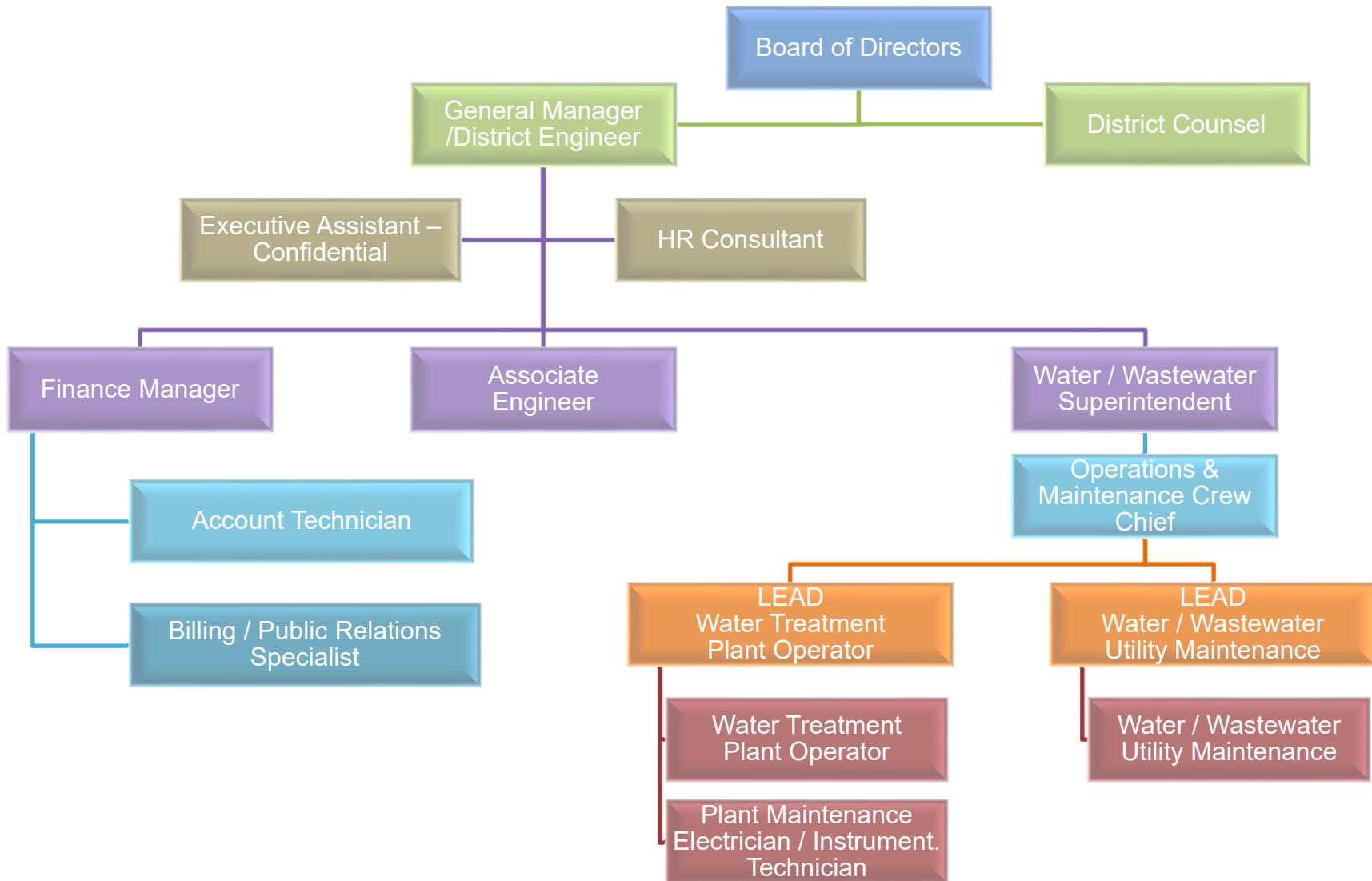
The proposed action is not a project as defined by Article 20, Section 15378 of the State CEQA Guidelines and therefore CEQA is not applicable.

RECOMMENDATION:

Approve the Resolution 557 and authorize the Board President to sign said resolution, adopting the proposed organizational structure changes and also authorizing the changes to the current Management pay scale making changes effective August 1, 2021.

Sunnyslope County Water District

Organization Chart – July 1, 2021, DRAFT



Sunnyslope County Water District

Organization Chart – July 1, 2021

- **Board of Directors (5)** (Term Begins – Expires)
 - James F. Parker, President (12/20 – 11/24)
 - Jerry T. Buzzetta, Vice President (12/20 – 11/24)
 - Mike Alcorn (12/18 – 11/22)
 - Vacant (12/18 – 11/22)
 - Judi H. Johnson (12/18 – 11/22)
- **District Counsel**
 - DeLay & Laredo, David Laredo, Esq.
- **General Manager**
 - Drew A. Lander, P.E.
- **Human Resources Consultant**
 - TPO HR, Tonya Posey
- **Executive Assistant-Confidential**
 - Vacant
- **Finance Manager**
 - Barry Kelly
- **Account Technicians (2)**
 - Kelly L. Roberts
 - Anabel G. Zavala
- **Billing/Public Relations Specialist**
 - Vacant
- **Associate Engineer**
 - Robert (Rob) B. Hillebrecht, P.E.
- **Water / Wastewater Superintendent**
 - Jose J. Rodriguez
- **Operations & Maintenance Crew Chief**
 - Dee J. Burbank
- **Plant Maintenance Electrician / Instrumentation Technician**
 - Vacant
- **Lead Water Treatment Plant Operator**
 - Manuel (Manny) T. Chavez, Jr.
- **Water Treatment Plant Operator (4)**
 - William (Billy) K. Boltz
 - Ernesto (Ernie) P Eclarin
 - Troy E. Quick
 - Scott A. Watson
- **Lead Water / Wastewater Utility Maintenance**
 - Vacant
- **Water / Wastewater Utility Maintenance (8)**
 - Abel Alvarez
 - Diego Perez Bribiesca
 - Kevin G. Castro
 - Adan Cervantes, Jr.
 - Bazilio (Bas) Hernandez
 - David (Dave) Padilla
 - Michael (Mike) Vargas Garcia
 - Luis Vasquez

Sunnyslope County Water District

Management Salary Summary by Position and Step

Effective: August 1, 2021 (DRAFT)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Associate Engineer	7,226.52	7,587.85	7,967.24	8,365.60	8,783.88	9,223.07	9,684.22	10,168.43	Step F-G=18 mos. Step G-H=18 mos.	
"EXEMPT" Annual Salary	86,718.24	91,054.20	95,606.88	100,387.20	105,406.56	110,676.84	116,210.64	122,021.16		
_ OR *_*									Step F-G=18 mos. Step G-H=18 mos.	
Assist. Engineer (VACANT)	5,001.43	5,251.50	5,514.08	5,789.78	6,079.27	6,383.23	6,702.39	7,037.51		
"EXEMPT" Annual Salary	60,017.16	63,018.00	66,168.96	69,477.36	72,951.24	76,598.76	80,428.68	84,450.12		
Executive Assistant - Confidential	5,213.63	5,474.31	5,748.03	6,035.43	6,337.20	6,654.06	Step D-E=18 mos. Step E-F=18 mos.			
"EXEMPT" Annual Salary	62,563.56	65,691.72	68,976.36	72,425.16	76,046.40	79,848.72				
Finance Manager	8,631.56	9,063.14	9,516.30	9,992.12	10,491.73	11,016.32	Step D-E=18 mos. Step E-F=18 mos.			
"EXEMPT" Annual Salary	103,578.72	108,757.68	114,195.60	119,905.44	125,900.76	132,195.84				
Office Manager (VACANT)	6,413.37	6,734.04	7,070.74	7,424.28	7,795.49					
"EXEMPT" Annual Salary	76,960.44	80,808.48	84,848.88	89,091.36	93,545.88					
Operations & Maint. Crew Chief	8,143.23	8,550.39	8,977.91	9,426.81	9,898.15	10,393.06	STEP ADDED			
"EXEMPT" Annual Salary	97,718.76	102,604.68	107,734.92	113,121.72	118,777.80	124,716.72				
Water / Wastewater Superintendent	Scale Adjusted 5% 10,301.85	Scale Adjusted 5% 10,816.95	Scale Adjusted 5% 11,357.80	Scale Adjusted 5% 11,925.69	Scale Adjusted 5% 12,521.97					
"EXEMPT" Annual Salary	123,622.25	129,803.40	136,293.60	143,108.28	150,263.64	-				

General Manager/District Engineer:	Per Contract									
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General Manager/District Engineer: