

# **AGENDA**

## **REMOTE MEETING NOTICE**

This meeting will be accessible by remote video conferencing. Please be advised that while the District will endeavor to ensure these remote participation methods are available, the District does not guarantee that they will be technically feasible or work all the time. Further, the District reserves the right to terminate these remote participation methods (Subject to Brown Act Restrictions) at any time and for whatever reason. The public may observe and participate in this meeting remotely via Zoom as set forth below.

### **INSTRUCTIONS FOR USING ZOOM**

- Join the meeting using the link below.
- You must have audio and microphone capabilities on the device you are using to join the meeting.
- When you join the meeting make sure that you join the meeting with audio and follow the prompts to test your speaker & microphone prior to joining the meeting.

### **TO SPEAK DURING PUBLIC COMMENT USING ZOOM**

- The Board President will announce when it is time for Public Comment.
- Click on the Raise Hand icon if you would like to speak during Public Comment.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.

### **TO SPEAK ON AN ITEM USING ZOOM**

- The Board President will call the item and staff will begin the staff report.
- Click on the Raise Hand icon if you would like to speak on the item.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- You will have three (3) minutes to speak. When your time is up, you will be muted.
- You will repeat this process for each item you want to speak on.

### **FOR OPEN SESSION PARTICIPATION**

Join Meeting Electronically at:

#### **Join Zoom Meeting**

<https://us02web.zoom.us/j/84805976340?pwd=ERErUjwGLD0ZjWW9mgSDuBaZ6w61K.1>

**Meeting ID: 848 0597 6340**

**Passcode: 312295**

Please attend in Person or by submitting your comment via Email to:  
RMangus@GoletaSanitary.Org

**A G E N D A**  
REGULAR MEETING OF THE GOVERNING BOARD  
OF THE GOLETA SANITARY DISTRICT  
A PUBLIC AGENCY

One William Moffett Place  
Goleta, California 93117

November 18, 2024

**CALL TO ORDER:** 6:30 p.m.

**ROLL CALL OF MEMBERS**

**BOARD MEMBERS:** Edward Fuller  
Jerry D. Smith  
Steven T. Majoewsky  
Dean Nevins  
Jonathan Frye

**CONSIDERATION OF THE MINUTES OF THE BOARD MEETING**

The Board will consider approval of the Minutes of the Regular Meeting of November 4, 2024.

**PUBLIC COMMENTS** - Members of the public may address the Board on items within the jurisdiction of the Board. Under provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. Please limit your remarks to three (3) minutes and if you wish, state your name and address for the record.

**POSTING OF AGENDA** – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 72 hours in advance of the meeting.

**BUSINESS:**

1. DISCUSSION AND CONSIDERATION OF PIPELINE LICENSE AND RIGHT OF ENTRY AGREEMENT WITH THE GOLETA WEST SANITARY DISTRICT FOR THE CONDITION ASSESSMENT OF GOLETA WEST SANITARY DISTRICT PIPELINES ON GOLETA SANITARY DISTRICT PROPERTY (Board may take action on this item.)
2. REVIEW OF FISCAL YEAR 2024-25 FIRST QUARTER BUDGET TO ACTUAL REPORT

3. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 24-720 AMENDING THE GOLETA SANITARY DISTRICT'S HUMAN RESOURCES PROCEDURE AND POLICY MANUAL  
(Board may take action on this item.)
4. CONSIDERATION OF PREPARATION OF A NEW FIVE-YEAR STRATEGIC PLAN  
(Board may take action on this item.)
5. GENERAL MANAGER'S REPORT
6. LEGAL COUNSEL'S REPORT
7. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
8. PRESIDENT'S REPORT
9. ITEMS FOR FUTURE MEETINGS
10. CORRESPONDENCE  
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)
11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT  
(The Board will be asked to ratify claims.)

## **ADJOURNMENT**

***Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's Finance Director at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at [info@goletasanitary.org](mailto:info@goletasanitary.org).***

***Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.***

# MINUTES

**MINUTES**  
REGULAR MEETING OF THE GOVERNING BOARD  
GOLETA SANITARY DISTRICT  
A PUBLIC AGENCY  
DISTRICT OFFICE CONFERENCE ROOM  
ONE WILLIAM MOFFETT PLACE  
GOLETA, CALIFORNIA 93117

November 4, 2024

**CALL TO ORDER:** President Fuller called the meeting to order at 6:30 p.m.

**BOARD MEMBERS PRESENT:** Edward Fuller, Jerry Smith, Steven T. Majoewsky, Dean Nevins, Jonathan Frye

**BOARD MEMBERS ABSENT:** None

**STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary and Reese Wilson, Senior Project Engineer, and Ryan Guiboa, General Counsel (via Zoom)

**OTHERS PRESENT:** Tom Evans, Director, Goleta Water District (via Zoom)  
David Bearman M.D., Director, Goleta West Sanitary District

**APPROVAL OF MINUTES:** Director Nevins made a motion, seconded by Director Frye, to approve the minutes of the Regular Board meeting of 10/21/2024. The motion carried by the following vote:

(24/11/2265)

AYES: 5 Fuller, Smith, Majoewsky, Nevins, Frye  
NOES: None  
ABSENT: None  
ABSTAIN: None

**POSTING OF AGENDA:** The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.

**PUBLIC COMMENTS:** None

**BUSINESS:**

1. CONSIDERATION OF PROPOSED ANNEXATION OF 700 VIA TRANQUILA A.P.N. 061-321-001  
Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to approve the proposed annexation of 700 Via Tranquila and authorize the General Manager to inform LAFCO that the District does not object to the proposed annexation.

The motion carried by the following vote:

(24/11/2266)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. CONSIDERATION OF AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE GOLETA SANITARY DISTRICT AND LA CUMBRE MUTUAL WATER COMPANY (LCMWC) TO INCLUDE 700 VIA TRANQUILA A.P.N. 061-321-001

Mr. Wagner gave the staff report.

Director Smith made a motion, seconded by Director Majoewsky to approve and authorize the Board President to execute the First Amendment to Amended and Restated Reimbursement Agreement with La Cumbre Mutual Water Company to include 700 Via Tranquila.

The motion carried by the following vote:

(24/11/2267)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

3. CONSIDERATION OF PROPOSED ANNEXATION OF 840 PUENTE DRIVE A.P.N. 061-272-005

Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to approve the proposed annexation of 840 Puente Drive and authorize the General Manager to inform LAFCO that the District does not object to the proposed annexation.

The motion carried by the following vote:

(24/11/2268)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
-------	---	--

NOES: None  
ABSENT: None  
ABSTAIN: None

4. DISCUSSION AND CONSIDERATION OF INTERIM OUT-OF-AGENCY SERVICE AGREEMENT FOR THE SALZMAN PROPERTY AT 840 PUENTE DRIVE A.P.N. 061-272-005

Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to approve the out of agency service agreement and direct staff to inform owner at 840 Puente Drive and LAFCO Executive Director Michael Prater of the Board action.

The motion carried by the following vote:

(24/11/2269)

AYES: 5 Fuller, Smith, Majoewsky, Nevins, Frye  
NOES: None  
ABSENT: None  
ABSTAIN: None

5. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

6. LEGAL COUNSEL'S REPORT

Mr. Guiboa – No report.

7. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Smith – No report.

Director Frye – No report.

Director Nevins – No report.

Director Majoewsky - No report.

8. PRESIDENT'S REPORT

President Fuller – Reported on attending the Santa Barbara County Local Chapter CSDA meeting.



9. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.

10. CORRESPONDENCE

The Board reviewed and discussed the list of correspondence to and from the District in the agenda.

11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT

Director Smith made a motion, seconded by Director Frye, to ratify and approve the claims, for the period 10/22/2024 to 11/04/2024 as follows:

Running Expense Fund #4640	\$	287,428.65
Capital Reserve Fund #4650	\$	3,678.77

The motion carried by the following vote:

(24/11/2270)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:03 p.m.

ATTEST

---

Edward Fuller  
Governing Board President

---

Robert O. Mangus, Jr.  
Governing Board Secretary

# **AGENDA ITEM #1**

**AGENDA ITEM: 1**

**MEETING DATE: November 18, 2024**

**I. NATURE OF ITEM**

Discussion and Consideration of Pipeline License and Right of Entry Agreement with the Goleta West Sanitary District for the Condition Assessment of Goleta West Sanitary District Pipelines on Goleta Sanitary District Property

**II. BACKGROUND INFORMATION**

The Goleta West Sanitary District (GWSD) conveys wastewater from their pump station located on the west side of the Santa Barbara Airport to the District's headworks via two sewage force main pipes, measuring 18-inches and 24-inches, respectively. GWSD has been planning to assess the condition of these force mains as they were installed over 40 years ago. However, a sewage spill from the 24-inch force main on airport property in February 2024 caused GWSD to immediately assess the condition of their force mains in order to determine how best to improve them and reduce the risk of additional spill events. GWSD has kept the District informed of their progress on this effort.

GWSD has decided to use Xylem submersible sensing technologies to assess both pipelines from within. Each pipe will be scanned for leaks and air pockets with a SmartBall®, which will be sent through the GWSD pipe into the GSD headworks. The 24-inch force main will also be scanned with a separate remote sensing device for loss of wall thickness using a proprietary tool called PipeDiver®.

The PipeDiver® is too large to fit through the metering vault and be retrieved at the headworks. As such, GWSD needed to install an access manhole and a tee in the 24-inch force main somewhere on District property to retrieve the PipeDiver® and to facilitate future investigations.

Record drawings of the 24-inch force main reference an existing easement over the pipelines, but a thorough search of county records, onsite records at GSD, and onsite records at GWSD did not locate a Grant of Easement or related document. A second spill from the 24-inch force main in October 2024 reinforced the need for an expedited pipeline investigation along with some type of an agreement for GWSD's access and modifications to their force mains on GSD property to facilitate the investigation.

As such, District legal counsel drafted a Pipeline License and Right of Entry Agreement for the work associated with GWSD's current pipeline investigation

efforts on GSD property. The agreement was reviewed both by District staff and GWSD legal counsel and a copy of the agreement is attached to this report.

### **III. COMMENTS AND RECOMMENDATIONS**

Due to the urgent nature of the pipeline investigation work to be performed by GWSD on GSD property, the attached agreement has been executed by the Governing Board Presidents of GWSD and the District. As such, this item is being presented to the Board for approval and ratification.

Staff expects there to be more pipeline work by GWSD on District property after completion of the initial investigation efforts. District staff will work with legal counsel to prepare a more comprehensive long-term agreement with GWSD for Board consideration at a future meeting.

### **IV. REFERENCE MATERIAL**

Executed Pipeline License and Right of Entry Agreement

## PIPELINE LICENSE AND RIGHT OF ENTRY AGREEMENT

THIS PIPELINE LICENSE AND RIGHT OF ENTRY AGREEMENT (“Agreement”) is entered as of November 7, 2024 (“Effective Date”) by and between the Goleta Sanitary District, a public agency formed under the Sanitary District Act of 1923 (“GSD”) and the Goleta West Sanitary District, a public agency formed under the Sanitary District Act of 1923 (“GWSD”).

### RECITALS

A. GSD owns and operates a regional wastewater treatment plant (“Plant”) which receives and treats wastewater from contract users including GWSD. GWSD owns and operates a wastewater collection system including a pipeline (“GWSD Pipeline”) which runs onto GSD property (“Property”) and connects to a flow meter box and connects to the Plant. (“GSD Connection”) The portion of the GWSD Pipeline which crosses the Property and connects to the Plant is referred to herein as the “Subject Pipeline.” The location and description of the Plant, GWSD Pipeline, Subject Pipeline and GSD Connection are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

B. Although the Subject Pipeline has been in place and in operation since approximately 1978 said location and operation has been at the permission of GSD as the underlying property owner and not pursuant to any specific property right or interest.

C. GWSD desires to conduct a condition assessment inspection of the GWSD Pipeline, including the Subject Pipeline, which would include the retrieval of the camera at the GSD Connection (collectively referred to as “Activities”).

D. GSD is willing to permit the inspection Activities at the Property, and provide a right of entry therefor, subject to the following conditions as set forth in this Agreement: (1) GWSD shall be responsible for performance of the Activities at its sole cost and expense; (2) GWSD shall indemnify and hold harmless GSD from and against any liability, injury or damage which may result from the Activities, the condition or failure of the GWSD Pipeline and the Subject Pipeline; and (3) that the parties document a property interest of a license for the location and operation of the Subject Pipeline on the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I. GRANT OF LICENSE**

(a) Grant Of License GSD hereby licenses and gives permission to GWSD (“**License**”) to construct, maintain, repair, replace, and operate the Subject Pipeline, and appurtenances, located on, over, across and under the Property (“License Area”). The License Area is more particularly described in Exhibit “A.” GWSD agrees to maintain and operate the Subject Pipeline at its sole cost and expense and in compliance with applicable laws and regulations. The Subject Pipeline shall at all times be maintained and operated by GWSD in such a manner as

to cause no interference with the use of rights-of-way, property or improvements on the Property, except as reasonably contemplated by the location and normal operation and maintenance of the Subject Pipeline within the License Area.

(b) Term Of License The Term of the **License** shall commence on the Effective Date and shall continue to be in effect unless or until termination upon the mutual written consent of the parties or earlier termination pursuant to Section 3(a).

(c) Relocation Obligations

(i) GWSD agrees it shall relocate, lower or protect by encasement or other means the Subject Pipeline, at GWSD's sole cost and expense, within one hundred eighty (180) days after receiving notice from GSD that such relocation, lowering or protection is necessary for GSD purposes, which determination shall be made in GSD's reasonable discretion.

(ii) In such event, GSD shall make available to GWSD another location on the Property as close as is practicable to that portion of the License Area from which the Subject Pipeline is to be relocated or lowered, so that GWSD's use of the Subject Pipeline will suffer the least possible interference. In the event of any Subject Pipeline relocation, lowering or protection, Exhibit "A" shall be amended so as to be applicable to the Subject Pipeline as relocated, lowered or protected as above provided.

(d) Nonexclusive GWSD understands and agrees that the **License** and permission given hereby is for nonexclusive use of the License Area and that similar permission may be given to others for installation, maintenance, and use of pipeline(s) in close proximity to the Subject Pipeline, subject to the terms of this **License**. GWSD shall not have and there is not given hereby an exclusive right of use and/or occupancy of any portion of the License Area or any other Property.

(e) Ingress And Egress GWSD shall have the right to use a reasonably necessary portion of the License Area for the construction, maintenance, operation, inspection, testing, repair, alteration, and replacement of the Subject Pipeline, and shall have the right of reasonable temporary ingress and egress across the Property for the purpose of constructing, maintaining, operating, inspecting, testing, repairing, altering, and replacing the Subject Pipeline.

(f) Improvements GWSD shall have the right to install all appurtenances necessary for operation and maintenance of the Subject Pipeline, as more particularly described in Exhibit "A." No change may be made in the number, size or use of the Subject Pipeline without prior written approval of GSD, which approval shall not be unreasonably withheld.

(g) Nature of License This **License** does not grant GWSD any interest other than a license in the License Area and shall not be construed as an easement.

(h) Release Of Liability In no event shall GSD be responsible or liable to GWSD and GWSD hereby releases and discharges GSD: (i) for latent or patent defects or faults, if any, in

the License Area, or (ii) from responsibility for remedying or repairing latent or patent defects or faults, if any, in the License Area.

## 2. RIGHT OF ENTRY

(a) Applicability The rights and obligations set forth in this Section 2 shall apply exclusively to the performance of the Activities and shall be separate and apart from the grant and exercise of the License granted in Section 1.

(b) Right Of Entry GSD hereby grants to GWSD and its agents, employees and contractors the temporary right to enter onto the Property for the purpose of performing the Activities. ("**Right of Entry**")

(c) Term Of Right Of Entry The term of this **Right of Entry** ("Right of Entry Term") shall automatically terminate sixty (60) days from the Effective Date unless earlier terminated as provided herein. Upon request of GWSD, the Right of Entry Term may be extended upon the written consent of GSD, which consent shall not be unreasonably withheld. This **Right of Entry** is subordinate to all prior or future rights and obligations of GSD in the Property. GSD shall grant no rights inconsistent with the reasonable exercise by GWSD of its rights under this **Right of Entry**.

(d) Liens GWSD shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to the Activities. GWSD agrees to hold GSD harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

(e) Revocation Or Termination Notwithstanding any improvements made by GWSD to the Property or any sums expended by GWSD in furtherance of this **Right of Entry**, the right of entry granted herein is revocable and may be terminated by GSD pursuant to the following: This **Right of Entry** may be terminated at any time by either party upon five (5) business day's prior notice in writing to be served upon the other party. In cases of an emergency that requires GSD to have unrestricted use of the Property, or a breach of this Agreement by GWSD, this **Right of Entry** may be terminated by GSD immediately. Upon termination or revocation, GWSD shall, at its own cost and expense, restore the Property to the same condition in which it was prior to GWSD's entry. In case GWSD shall fail to restore the Property to its prior condition within five (5) business days after the effective date of the termination of the **Right of Entry**, GSD may proceed with such work at the expense of GWSD.

(f) Not A Real Property Interest It is expressly understood that this **Right of Entry** does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to GWSD. This **Right of Entry** is not exclusive and GSD specifically reserves the right to grant other rights of entry within the vicinity of the Property.



### **3. GENERAL PROVISIONS**

(a) **Applicability** Unless otherwise specifically stated, these General Provisions shall apply to the rights and obligations set forth in Section 1 **GRANT OF LICENSE** and Section 2 **RIGHT OF ENTRY**.

(b) **Termination** This Agreement shall remain in effect during the Term of the **License** and **Right of Way**, as applicable, unless earlier terminated under the following procedures:

(i) **Default Notice** If either party to this Agreement believes that the other party has failed to perform any obligation of that party in accordance with the terms of this Agreement (“Default”), the party alleging the Default shall provide written notice (“Default Notice”) to the other party, setting forth the nature of the alleged Default.

(ii) **Curing The Default** Unless otherwise provided by a specific term of this Agreement, the party claimed to be in Default shall have thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter.

(iii) **Remedies** If the party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the party alleging Default may then terminate this Agreement and/or pursue any and all applicable legal and equitable remedies.

(c) **Indemnification** Each party (“Indemnitor”) hereby agrees to indemnify defend, assume all liability for and hold harmless the other party (“Indemnitee”) and its officers, employees, agents and representatives from all actions, claims, suits, liabilities, damages or injuries to persons or property which may be caused by Indemnitor’s activities pursuant to this Agreement or arising out of or in connection with such activities, whether such activities or performance thereof is by Indemnitor or anyone directly or indirectly employed or under contract with Indemnitor, and whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. The indemnity and other rights afforded by this Section shall survive the termination of this Agreement.

(e) **Insurance** Prior to entry onto the Property by GWSD or any contractor, subcontractor, or agent of GWSD, GWSD shall provide to GSD a certificate of insurance showing that GWSD and any such contractor, subcontractor or agent of GWSD is insured for workers’ compensation insurance (within statutory limits), commercial general liability insurance, automobile liability insurance and professional liability insurance with minimum limits as follows:

(i) **Commercial General Liability Insurance** Commercial general liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor’s liability, personal injury liability, and contractual liability) in



an amount not less than \$2,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by GSD in writing.

(ii) Automobile Liability Insurance The automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$2,000,000 per occurrence unless otherwise approved or reduced by GSD in writing.

(iii) Errors and Omissions GWSD shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of work, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

(iv) No Cap On Liability These minimum amounts of coverage shall not constitute any limitation or cap on GWSD's indemnification obligations under this Agreement.

(v) Evidence Of Insurance Prior to GWSD's or its contractors', subcontractors' or agents' entry onto the Property, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with GSD and shall include GSD and its officers, employees and agents, as additional insureds.

(vi) Additional Insureds It is agreed that GSD, and its managers, members, officers, employees and agents, shall be added as additional insureds under this policy and each policy shall contain a waiver of the insurer's right of subrogation against GSD.

(vii) Primary Insurance The policies shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to GSD.

(f) Abandonment

(i) No Interference If upon the termination of this Agreement GSD determines in its reasonable discretion that the location of the Subject Pipeline does not interfere with the operation or location of existing or planned GSD facilities or operations, then GWSD, at its option, may either remove the Subject Pipeline, or may fill the Subject Pipeline with an inert substance, and abandon the Subject Pipeline in place.

(ii) Interference If GSD determines in its reasonable discretion that the location of the Subject Pipeline interferes with the operation or location of existing or planned facilities, then GSD shall have the right to require GWSD to remove all or a portion of the Subject Pipeline and return the affected License Area to GSD in good and orderly condition. Should GWSD fail to properly abandon in place or fail to remove the Subject Pipeline and restore the License Area within one hundred eighty (180) days after GSD's written removal request, then GSD shall have the right to remove the Subject Pipeline and restore the License Area to a good and orderly condition at GWSD's sole cost and expense. This provision shall survive the termination of the Term of this License.

(g) Relationship of the Parties Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the parties, and none of the provisions contained in this Agreement shall be deemed to create any third party beneficiaries.

(h) Notices Written notices to be given to either party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

**GSD**

Goleta Sanitary District  
Attn: Steve Wagner, General Manager/District Engineer  
1 William Moffet Place  
Goleta, CA 93117

**GWSD**

Goleta West Sanitary District  
Attn: Brian McCarthy, General Manager  
P.O. Box 4  
Goleta, CA 93116

(i) Representation of Authority Each party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective parties has the authority to execute this Agreement and to bind their respective parties to the terms and conditions of this Agreement.

(j) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

(k) Invalidity and Severability If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(l) Signatures and Counterparts The parties agree that a copy of a signature shall be as valid as an original signature, and that a copy of this Agreement showing execution by all parties shall be treated the same as if it contained original signatures. This Agreement may be executed in more than one counterpart, each of which shall be an original, but all of which shall constitute but one instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date(s) set forth below.

GOLETA WEST SANITARY DISTRICT

By   
Eva Turenchalk, Board President

COUNTERSIGNED


By   
Brian M. ..., Board Secretary

Date: November 7, 2024

GOLETA SANITARY DISTRICT

By   
Edward Fuller, Board President

COUNTERSIGNED

By   
Robert O. Mangus, Jr., Board Secretary

Date: 11/14/2024

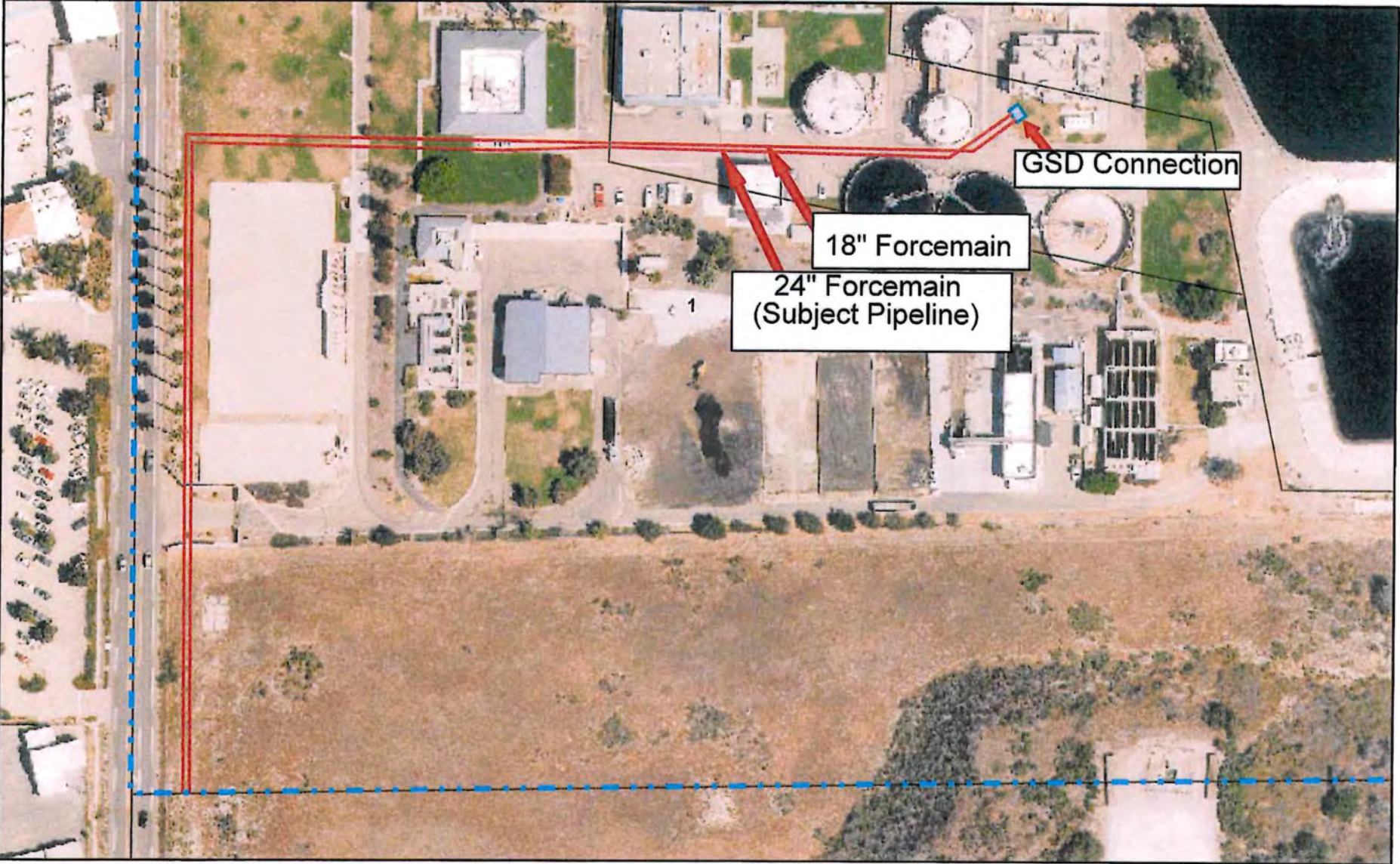
EXHIBIT "A"

Location and Description of the Plant, Property, License Area, GWSD Pipeline, Subject Pipeline and GSD Connection

[attach behind this page the applicable maps, plans, drawings, legal descriptions and/or any other applicable descriptions]

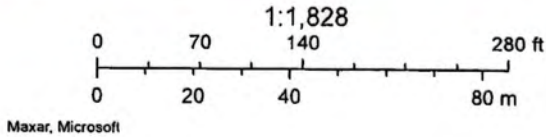


# Exhibit "A"



11/6/2024, 10:29:13 AM

- Parcel Boundary
- GSD Property
- GWSD Pipeline (Approximate Location)
- GSD Connection



# **AGENDA ITEM #2**

## **AGENDA ITEM: 2**

**MEETING DATE: November 18, 2024**

### **I. NATURE OF ITEM**

Review of Fiscal Year 2024-25 First Quarter Budget to Actual Report

### **II. BACKGROUND INFORMATION**

On June 17, 2024, the Governing Board adopted the District's Fiscal Year 2024-2025 (FY25) budget. In order to ensure the adopted budget is followed, staff monitors expenditures on a monthly basis. This monthly review provides the opportunity to correct any entries that may have been misclassified in error. A quarterly review of expenditures is typically completed every 3 months of the fiscal year. With the passage of the first quarter of this fiscal year, a quarterly expenditure report has been prepared and is presented herein for the Board's consideration.

### **III. COMMENTS AND RECOMMENDATIONS**

A review of first quarter expenditures can provide a quick check to determine if the actual expenses are tracking with the approved budget. However, since many types of expenses are neither frequent nor uniform, certain line-item accounts can be ahead of, or behind budget at the end of the first quarter.

The attached expenditure report includes a roll up summary of line-item expenses across all departments, along with the breakdown of expenses for individual departments. The column on the right side of the report shows the percentage of budget remaining for the various line items. Since there are nine months remaining in this fiscal year the target percentage remaining for the first quarter report is 75% (9/12).

Overall, the total amount of expenditures at the end of the first quarter, \$3,335,376 is tracking close to budget with 69% remaining. However, this includes \$1,845,930 in encumbrances for expenses reflected in Purchase Orders (P.O.s), including blanket P.O.s, however, not yet paid. When you deduct the additional amount encumbered for future payments the actual remaining budget is 80%. While the remaining budget varies from 0% to 100% on individual line items, total expenditures are in line with the approved budget and no budget adjustments are recommended currently.

This report is for information purposes only. As such, no formal Board action is required currently.

**IV. REFERENCE MATERIALS**

FY 25 First Quarter Budget Expenditure Report



**GOLETA SANITARY DISTRICT  
FY24-25 QUARTER 1, BUDGET TO ACTUAL**

	<b>Budget</b>	<b>Period</b>	<b>YTD</b>	<b>Encumbered</b>	<b>Available</b>	<b>Percent</b>
<i>Personnel Costs:</i>	\$ 6,776,784	\$ 1,377,037	\$ 1,377,037	\$ 3,850	\$ 5,395,897	80%
4140 Public Education	\$ 75,000	\$ 15,292	\$ 15,292	\$ -	\$ 59,708	80%
4150 Janitorial	\$ 49,800	\$ 11,081	\$ 11,081	\$ -	\$ 38,719	78%
4160 Uniforms	\$ 17,175	\$ 2,435	\$ 2,435	\$ -	\$ 14,740	86%
4170 Licenses & Permits	\$ 158,173	\$ 19,739	\$ 19,739	\$ 3,515	\$ 134,920	85%
4180 Postage/Courier	\$ 3,465	\$ 239	\$ 239	\$ -	\$ 3,226	93%
4190 Subscriptions	\$ 7,900	\$ 1,410	\$ 1,410	\$ 4,230	\$ 2,260	29%
4200 Vehicle Repairs & Maintenance	\$ 75,920	\$ 7,322	\$ 7,322	\$ 27,020	\$ 41,578	55%
4210 Liability & Property Insurance	\$ 372,774	\$ 89,219	\$ 89,219	\$ -	\$ 283,555	76%
4220 Dues & Memberships	\$ 46,694	\$ 1,503	\$ 1,503	\$ -	\$ 45,191	97%
4230 Office Supplies	\$ 17,195	\$ 3,268	\$ 3,268	\$ -	\$ 13,927	81%
4235 Analysis & Monitoring	\$ 189,858	\$ 1,871	\$ 1,871	\$ 25,424	\$ 162,563	86%
4240 Operating Supplies	\$ 1,182,102	\$ 265,231	\$ 265,231	\$ 750,576	\$ 166,295	14%
4250 Attorney Fees	\$ 75,000	\$ 7,916	\$ 7,916	\$ -	\$ 67,084	89%
4260 Printing & Publications	\$ 8,058	\$ 525	\$ 525	\$ -	\$ 7,533	93%
4270 Repairs & Maintenance	\$ 857,592	\$ 73,276	\$ 73,276	\$ 165,853	\$ 618,462	72%
4280 Travel	\$ 61,950	\$ 14,660	\$ 14,660	\$ -	\$ 47,290	76%
4290 Seminar & Conference Registrat	\$ 54,890	\$ 12,539	\$ 12,539	\$ -	\$ 42,351	77%
4300 Utilities	\$ 770,797	\$ 196,297	\$ 196,297	\$ -	\$ 574,501	75%
4310 Election Expense	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000	100%
4320 Depreciation	\$ 3,936,758	\$ 998,498	\$ 998,498	\$ -	\$ 2,938,259	75%
4330 Computer Service & Maintenance	\$ 213,637	\$ 65,204	\$ 65,204	\$ 49,611	\$ 98,823	46%
4340 Lease/Rentals	\$ 129,263	\$ 1,672	\$ 1,672	\$ 106,800	\$ 20,791	16%
4360 Biosolids Hauling	\$ 709,104	\$ 99,661	\$ 99,661	\$ 575,109	\$ 34,334	5%
4370 Other Professional Services	\$ 546,105	\$ 55,036	\$ 55,036	\$ 133,943	\$ 357,126	65%
4380 Interest Expense	\$ 166,800	\$ 38,441	\$ 38,441	\$ -	\$ 128,359	77%
4390 Other Expense	\$ 23,300	\$ 3	\$ 3	\$ -	\$ 23,297	100%
4400 Budgeted Machinery & Equip	\$ 111,150	\$ -	\$ -	\$ -	\$ 111,150	100%
<b>TOTAL:</b>	<b>\$ 16,649,244</b>	<b>\$ 3,359,376</b>	<b>\$ 3,359,376</b>	<b>\$ 1,845,930</b>	<b>\$ 11,443,937</b>	<b>69%</b>

	<b>Budget</b>	<b>Period</b>	<b>Year to Date</b>	<b>Encumbered</b>	<b>Available</b>	<b>Percent</b>
Personnel	\$ 6,776,784	\$ 1,377,037	\$ 1,377,037	\$ 3,850	\$ 5,395,897	80%
Operating Expenses	\$ 5,824,552	\$ 983,841	\$ 983,841	\$ 1,842,080	\$ 2,998,631	51%
Depreciation	\$ 3,936,758	\$ 998,498	\$ 998,498	\$ -	\$ 2,938,259	75%
Machinery & Equipment	\$ 111,150	\$ -	\$ -	\$ -	\$ 111,150	100%
	<b>\$ 16,649,244</b>	<b>\$ 3,359,376</b>	<b>\$ 3,359,376</b>	<b>\$ 1,845,930</b>	<b>\$ 11,443,937</b>	<b>69%</b>
4315 OPEB Expense	\$ 336,330	\$ 43,027	\$ 43,027	\$ -	\$ 293,303	87%
<b>Reconciles to Dept. Detail:</b>	<b>\$ 16,312,914</b>	<b>\$ 3,316,349</b>	<b>\$ 3,316,349</b>	<b>\$ 1,845,930</b>	<b>\$ 11,150,634</b>	<b>68%</b>
Departmental Report sum:	\$ 16,312,914	\$ 3,316,349	\$ 3,316,349	\$ 1,845,930	\$ 11,150,634	
Unencumbered:						80%

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
41	<b>COLLECTION SYSTEM</b>							
	Manager Salary	27,990.32	5,948.10	5,948.10	22,042.22	0.00	22,042.22	78.75
	Operator Salary	647,380.08	127,943.83	127,943.83	519,436.25	0.00	519,436.25	80.24
	Overtime	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
	Admin Salary	0.00	3,627.78	3,627.78	-3,627.78	0.00	-3,627.78	0.00
	Temp Salary	1,226.19	82.09	82.09	1,144.10	0.00	1,144.10	93.31
	PERS	147,538.06	36,680.53	36,680.53	110,857.53	0.00	110,857.53	75.14
	Health Reimb Arrangement Exp.	144,090.53	34,354.56	34,354.56	109,735.97	0.00	109,735.97	76.16
	Health/Life Insurance	41,761.15	10,726.97	10,726.97	31,034.18	709.21	30,324.97	72.62
	W/C Insurance	14,201.59	3,016.35	3,016.35	11,185.24	0.00	11,185.24	78.76
	FICA/Medicare	51,222.56	10,317.33	10,317.33	40,905.23	0.00	40,905.23	79.86
	SUI/ETT	766.00	1.32	1.32	764.68	0.00	764.68	99.83
	Public Education	12,000.00	2,446.78	2,446.78	9,553.22	0.00	9,553.22	79.61
	Janitorial	13,300.00	2,902.34	2,902.34	10,397.66	0.00	10,397.66	78.18
	Uniforms	3,675.00	637.29	637.29	3,037.71	0.00	3,037.71	82.66
	Licenses & Permits	4,100.00	0.00	0.00	4,100.00	0.00	4,100.00	100.00
	Postage/Courier	600.00	15.20	15.20	584.80	0.00	584.80	97.47
	Subscriptions	1,100.00	310.20	310.20	789.80	943.13	-153.33	-13.94
	Vehicle Repairs & Maintenance	50,000.00	6,039.67	6,039.67	43,960.33	19,020.00	24,940.33	49.88
	Liability & Property Insurance	82,510.00	20,335.05	20,335.05	62,174.95	0.00	62,174.95	75.35
	Dues & Memberships	2,889.00	701.84	701.84	2,187.16	0.00	2,187.16	75.71
	Office Supplies	2,700.00	560.44	560.44	2,139.56	0.00	2,139.56	79.24
	Analysis & Monitoring	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Operating Supplies	16,500.00	3,173.07	3,173.07	13,326.93	3,301.33	10,025.60	60.76
	Attorney Fees	6,515.00	1,069.60	1,069.60	5,445.40	0.00	5,445.40	83.58
	Printing & Publications	800.00	0.00	0.00	800.00	0.00	800.00	100.00
	Repairs & Maintenance	97,500.00	4,481.53	4,481.53	93,018.47	14,969.90	78,048.57	80.05
	Travel	10,900.00	1,967.52	1,967.52	8,932.48	0.00	8,932.48	81.95
	Seminar & Conference Registrat	14,490.00	1,233.00	1,233.00	13,257.00	0.00	13,257.00	91.49
	Utilities	19,200.00	4,291.90	4,291.90	14,908.10	0.00	14,908.10	77.65
	Depreciation	696,667.00	187,141.65	187,141.65	509,525.35	0.00	509,525.35	73.14
	Computer Service & Maintenance	52,092.00	16,615.16	16,615.16	35,476.84	3,422.26	32,054.58	61.53
	Lease/Rentals	1,500.00	377.04	377.04	1,122.96	0.00	1,122.96	74.86
	Other Professional Services	160,850.00	27,877.62	27,877.62	132,972.38	27,269.08	105,703.30	65.72
	Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Other Expense	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Budgeted Machinery & Equip	65,100.00	0.00	0.00	0.00	0.00	65,100.00	100.00
<b>41</b>	<b>COLLECTION SYSTEM</b>	<b>2,395,164.48</b>	<b>514,875.76</b>	<b>514,875.76</b>	<b>1,815,188.72</b>	<b>69,634.91</b>	<b>1,810,653.81</b>	<b>75.60</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
42	<b>TREATMENT FACILITIES</b>							
	Manager Salary	125,956.46	28,355.58	28,355.58	97,600.88	0.00	97,600.88	77.49
	Operator Salary	1,665,685.49	272,300.04	272,300.04	1,393,385.45	0.00	1,393,385.45	83.65
	Overtime	9,000.00	1,405.04	1,405.04	7,594.96	0.00	7,594.96	84.39
	Admin Salary	0.00	21,864.63	21,864.63	-21,864.63	0.00	-21,864.63	0.00
	Temp Salary	2,912.20	735.05	735.05	2,177.15	0.00	2,177.15	74.76
	PERS	474,178.66	104,700.40	104,700.40	369,478.26	0.00	369,478.26	77.92
	Health Reimb Arrangement Exp.	382,247.49	80,419.75	80,419.75	301,827.74	0.00	301,827.74	78.96
	Health/Life Insurance	110,785.18	23,387.11	23,387.11	87,398.07	1,823.69	85,574.38	77.24
	W/C Insurance	37,674.39	8,001.84	8,001.84	29,672.55	0.00	29,672.55	78.76
	FICA/Medicare	134,866.53	23,945.79	23,945.79	110,920.74	0.00	110,920.74	82.24
	SUI/ETT	2,028.00	181.08	181.08	1,846.92	0.00	1,846.92	91.07
	Public Education	29,000.00	5,811.07	5,811.07	23,188.93	0.00	23,188.93	79.96
	Janitorial	23,500.00	5,198.18	5,198.18	18,301.82	0.00	18,301.82	77.88
	Uniforms	11,180.00	1,432.29	1,432.29	9,747.71	0.00	9,747.71	87.19
	Licenses & Permits	135,973.00	14,213.75	14,213.75	121,759.25	3,353.08	118,406.17	87.08
	Postage/Courier	1,100.00	55.89	55.89	1,044.11	0.00	1,044.11	94.92
	Subscriptions	4,600.00	849.36	849.36	3,750.64	2,552.55	1,198.09	26.05
	Vehicle Repairs & Maintenance	19,650.00	1,177.07	1,177.07	18,472.93	8,000.00	10,472.93	53.30
	Liability & Property Insurance	205,924.00	48,835.26	48,835.26	157,088.74	0.00	157,088.74	76.28
	Dues & Memberships	7,100.00	498.41	498.41	6,601.59	0.00	6,601.59	92.98
	Office Supplies	5,900.00	1,028.33	1,028.33	4,871.67	0.00	4,871.67	82.57
	Analysis & Monitoring	104,407.50	0.00	0.00	104,407.50	515.00	103,892.50	99.51
	Operating Supplies	1,067,710.00	243,603.09	243,603.09	824,106.91	742,063.66	82,043.25	7.68
	Attorney Fees	12,954.00	300.20	300.20	12,653.80	0.00	12,653.80	97.68
	Printing & Publications	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
	Repairs & Maintenance	655,500.00	61,939.36	61,939.36	593,560.64	148,659.53	444,901.11	67.87
	Travel	15,000.00	3,096.89	3,096.89	11,903.11	0.00	11,903.11	79.35
	Seminar & Conference Registrat	21,100.00	2,295.90	2,295.90	18,804.10	0.00	18,804.10	89.12
	Utilities	539,400.00	130,951.32	130,951.32	408,448.68	0.00	408,448.68	75.72
	Depreciation	2,569,615.00	656,857.20	656,857.20	1,912,757.80	0.00	1,912,757.80	74.44
	Computer Service & Maintenance	113,800.00	35,302.54	35,302.54	78,497.46	42,840.19	35,657.27	31.33
	Lease/Rentals	125,000.00	863.20	863.20	124,136.80	106,800.00	17,336.80	13.87
	Biosolids Hauling	709,104.00	99,661.23	99,661.23	609,442.77	575,109.07	34,333.70	4.84
	Other Professional Services	238,300.00	17,953.77	17,953.77	220,346.23	106,444.82	113,901.41	47.80
	Other Expense	800.00	0.00	0.00	800.00	0.00	800.00	100.00
	Budgeted Machinery & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	<b>TREATMENT FACILITIES</b>	<b>9,565,451.90</b>	<b>1,897,220.62</b>	<b>1,897,220.62</b>	<b>7,668,231.28</b>	<b>1,738,161.59</b>	<b>5,930,069.69</b>	<b>61.99</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
43	<b>PUMP STATION</b>							
	Manager Salary	8,397.10	1,784.43	1,784.43	6,612.67	0.00	6,612.67	78.75
	Operator Salary	59,043.84	23,759.22	23,759.22	35,284.62	0.00	35,284.62	59.76
	Overtime	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	76.64	20.42	20.42	56.22	0.00	56.22	73.36
	PERS	19,965.20	7,577.09	7,577.09	12,388.11	0.00	12,388.11	62.05
	Health Reimb Arrangement Exp.	14,388.55	2,283.36	2,283.36	12,105.19	0.00	12,105.19	84.13
	Health/Life Insurance	4,170.17	1,013.95	1,013.95	3,156.22	0.00	3,156.22	75.69
	W/C Insurance	1,418.14	301.20	301.20	1,116.94	0.00	1,116.94	78.76
	FICA/Medicare	4,981.02	1,914.66	1,914.66	3,066.36	0.00	3,066.36	61.56
	SUI/ETT	76.00	10.00	10.00	66.00	0.00	66.00	86.84
	Public Education	750.00	152.93	152.93	597.07	0.00	597.07	79.61
	Janitorial	100.00	18.86	18.86	81.14	0.00	81.14	81.14
	Postage/Courier	100.00	2.68	2.68	97.32	0.00	97.32	97.32
	Vehicle Repairs & Maintenance	230.00	0.00	0.00	230.00	0.00	230.00	100.00
	Liability & Property Insurance	9,390.00	2,191.47	2,191.47	7,198.53	0.00	7,198.53	76.66
	Dues & Memberships	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Office Supplies	200.00	15.98	15.98	184.02	0.00	184.02	92.01
	Operating Supplies	1,325.00	366.74	366.74	958.26	0.00	958.26	72.32
	Attorney Fees	303.00	7.00	7.00	296.00	0.00	296.00	97.69
	Printing & Publications	50.00	0.00	0.00	50.00	0.00	50.00	100.00
	Repairs & Maintenance	30,000.00	5,219.59	5,219.59	24,780.41	617.47	24,162.94	80.54
	Travel	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Utilities	78,300.00	19,732.10	19,732.10	58,567.90	0.00	58,567.90	74.80
	Computer Service & Maintenance	6,500.00	589.83	589.83	5,910.17	395.74	5,514.43	84.84
	Lease/Rentals	250.00	32.52	32.52	217.48	0.00	217.48	86.99
	Other Professional Services	1,150.00	3,385.00	3,385.00	-2,235.00	0.00	-2,235.00	-194.35
	Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Budgeted Machinery & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>43</b>	<b>PUMP STATION</b>	<b>241,664.66</b>	<b>70,416.36</b>	<b>70,416.36</b>	<b>171,248.30</b>	<b>1,013.21</b>	<b>170,235.09</b>	<b>70.44</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
44	<b>OUTFALL</b>							
	Manager Salary	2,799.03	594.81	594.81	2,204.22	0.00	2,204.22	78.75
	Operator Salary	8,665.59	607.55	607.55	8,058.04	0.00	8,058.04	92.99
	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	153.27	20.42	20.42	132.85	0.00	132.85	86.68
	PERS	2,712.81	485.03	485.03	2,227.78	0.00	2,227.78	82.12
	Health Reimb Arrangement Exp.	2,445.98	301.33	301.33	2,144.65	0.00	2,144.65	87.68
	Health/Life Insurance	708.91	93.14	93.14	615.77	0.00	615.77	86.86
	W/C Insurance	241.08	51.21	51.21	189.87	0.00	189.87	78.76
	FICA/Medicare	819.76	76.69	76.69	743.07	0.00	743.07	90.64
	SUI/ETT	15.00	0.36	0.36	14.64	0.00	14.64	97.60
	Public Education	1,125.00	305.84	305.84	819.16	0.00	819.16	72.81
	Janitorial	60.00	12.53	12.53	47.47	0.00	47.47	79.12
	Licenses & Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Postage/Courier	50.00	0.89	0.89	49.11	0.00	49.11	98.22
	Vehicle Repairs & Maintenance	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Liability & Property Insurance	11,040.00	2,574.99	2,574.99	8,465.01	0.00	8,465.01	76.68
	Dues & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Office Supplies	230.00	15.42	15.42	214.58	0.00	214.58	93.30
	Analysis & Monitoring	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	100.00
	Operating Supplies	150.00	0.00	0.00	150.00	0.00	150.00	100.00
	Attorney Fees	985.00	23.00	23.00	962.00	0.00	962.00	97.66
	Printing & Publications	48.00	0.00	0.00	48.00	0.00	48.00	100.00
	Repairs & Maintenance	2,700.00	0.00	0.00	2,700.00	0.00	2,700.00	100.00
	Travel	150.00	0.00	0.00	150.00	0.00	150.00	100.00
	Utilities	657.00	30.66	30.66	626.34	0.00	626.34	95.33
	Depreciation	106,141.00	12,258.72	12,258.72	93,882.28	0.00	93,882.28	88.45
	Computer Service & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Lease/Rentals	200.00	21.69	21.69	178.31	0.00	178.31	89.16
	Other Professional Services	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
	Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Budgeted Machinery & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>44</b>	<b>OUTFALL</b>	<b>175,197.43</b>	<b>17,511.61</b>	<b>17,511.61</b>	<b>157,685.82</b>	<b>0.00</b>	<b>157,685.82</b>	<b>90.00</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
45	<b>ADMINISTRATION</b>							
	Manager Salary	95,167.10	18,634.27	18,634.27	76,532.83	0.00	76,532.83	80.42
	Operator Salary	0.00	404.59	404.59	-404.59	0.00	-404.59	0.00
	Overtime	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Admin Salary	568,780.60	123,520.94	123,520.94	445,259.66	0.00	445,259.66	78.28
	Temp Salary	1,456.10	1,374.87	1,374.87	81.23	0.00	81.23	5.58
	Director's Fees	85,000.00	6,615.00	6,615.00	78,385.00	0.00	78,385.00	92.22
	PERS	210,567.85	42,944.92	42,944.92	167,622.93	0.00	167,622.93	79.61
	Health Reimb Arrangement Exp.	143,253.62	21,270.07	21,270.07	121,983.55	0.00	121,983.55	85.15
	Employee Recognition Prog. Exp	7,500.00	313.73	313.73	7,186.27	0.00	7,186.27	95.82
	Health/Life Insurance	41,518.59	6,511.67	6,511.67	35,006.92	709.21	34,297.71	82.61
	W/C Insurance	14,119.11	2,998.83	2,998.83	11,120.28	0.00	11,120.28	78.76
	FICA/Medicare	46,157.53	10,841.67	10,841.67	35,315.86	0.00	35,315.86	76.51
	SUI/ETT	765.00	187.24	187.24	577.76	0.00	577.76	75.52
	Public Education	13,875.00	2,905.54	2,905.54	10,969.46	0.00	10,969.46	79.06
	Janitorial	6,100.00	1,439.09	1,439.09	4,660.91	0.00	4,660.91	76.41
	Licenses & Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Postage/Courier	400.00	10.73	10.73	389.27	0.00	389.27	97.32
	Subscriptions	900.00	0.00	0.00	900.00	0.00	900.00	100.00
	Vehicle Repairs & Maintenance	4,000.00	104.78	104.78	3,895.22	0.00	3,895.22	97.38
	Liability & Property Insurance	6,500.00	1,815.67	1,815.67	4,684.33	0.00	4,684.33	72.07
	Dues & Memberships	32,000.00	48.81	48.81	31,951.19	0.00	31,951.19	99.85
	Office Supplies	6,000.00	1,448.95	1,448.95	4,551.05	0.00	4,551.05	75.85
	Operating Supplies	400.00	0.00	0.00	400.00	531.56	-131.56	-32.89
	Attorney Fees	48,637.00	6,383.40	6,383.40	42,253.60	0.00	42,253.60	86.88
	Printing & Publications	2,500.00	225.21	225.21	2,274.79	0.00	2,274.79	90.99
	Repairs & Maintenance	7,000.00	1,070.57	1,070.57	5,929.43	0.00	5,929.43	84.71
	Travel	30,000.00	8,584.37	8,584.37	21,415.63	0.00	21,415.63	71.39
	Seminar & Conference Registrat	15,000.00	8,360.00	8,360.00	6,640.00	0.00	6,640.00	44.27
	Utilities	15,520.00	5,326.11	5,326.11	10,193.89	0.00	10,193.89	65.68
	Election Expense	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
	Depreciation	54,300.00	13,686.90	13,686.90	40,613.10	0.00	40,613.10	74.79
	Computer Service & Maintenance	33,000.00	6,743.85	6,743.85	26,256.15	2,195.93	24,060.22	72.91
	Lease/Rentals	1,000.00	183.85	183.85	816.15	0.00	816.15	81.62
	Other Professional Services	89,000.00	4,709.39	4,709.39	84,290.61	555.78	83,734.83	94.08
	Interest Expense	166,800.00	38,441.06	38,441.06	128,358.94	0.00	128,358.94	76.95
	Other Expense	20,000.00	3.25	3.25	19,996.75	0.00	19,996.75	99.98
	Budgeted Machinery & Equip	10,000.00	0.00	0.00	0.00	0.00	10,000.00	100.00
<b>45</b>	<b>ADMINISTRATION</b>	<b>1,789,317.50</b>	<b>337,109.33</b>	<b>337,109.33</b>	<b>1,442,208.17</b>	<b>3,992.48</b>	<b>1,448,215.69</b>	<b>80.94</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
46	<b>LABORATORY</b>							
	Manager Salary	5,598.06	974.25	974.25	4,623.81	0.00	4,623.81	82.60
	Operator Salary	372,551.66	84,285.67	84,285.67	288,265.99	0.00	288,265.99	77.38
	Overtime	3,000.00	706.49	706.49	2,293.51	0.00	2,293.51	76.45
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	383.18	20.42	20.42	362.76	0.00	362.76	94.67
	PERS	124,678.12	30,609.16	30,609.16	94,068.96	0.00	94,068.96	75.45
	Health Reimb Arrangement Exp.	80,678.39	21,352.96	21,352.96	59,325.43	0.00	59,325.43	73.53
	Health/Life Insurance	23,382.68	4,877.06	4,877.06	18,505.62	506.57	17,999.05	76.98
	W/C Insurance	7,951.68	1,688.91	1,688.91	6,262.77	0.00	6,262.77	78.76
	FICA/Medicare	29,049.25	6,516.35	6,516.35	22,532.90	0.00	22,532.90	77.57
	SUI/ETT	425.00	149.26	149.26	275.74	0.00	275.74	64.88
	Public Education	4,000.00	764.62	764.62	3,235.38	0.00	3,235.38	80.88
	Janitorial	4,000.00	886.55	886.55	3,113.45	0.00	3,113.45	77.84
	Uniforms	1,820.00	276.89	276.89	1,543.11	0.00	1,543.11	84.79
	Licenses & Permits	16,100.00	5,525.00	5,525.00	10,575.00	161.51	10,413.49	64.68
	Postage/Courier	950.00	147.33	147.33	802.67	0.00	802.67	84.49
	Subscriptions	850.00	183.30	183.30	666.70	532.89	133.81	15.74
	Vehicle Repairs & Maintenance	240.00	0.00	0.00	240.00	0.00	240.00	100.00
	Liability & Property Insurance	2,060.00	481.74	481.74	1,578.26	0.00	1,578.26	76.61
	Dues & Memberships	3,815.00	244.55	244.55	3,570.45	0.00	3,570.45	93.59
	Office Supplies	800.00	88.69	88.69	711.31	0.00	711.31	88.91
	Analysis & Monitoring	62,000.00	1,611.00	1,611.00	60,389.00	22,444.00	37,945.00	61.20
	Operating Supplies	58,017.00	14,006.76	14,006.76	44,010.24	3,038.92	40,971.32	70.62
	Attorney Fees	1,818.00	43.00	43.00	1,775.00	0.00	1,775.00	97.63
	Printing & Publications	490.00	300.00	300.00	190.00	0.00	190.00	38.78
	Repairs & Maintenance	6,622.00	7.37	7.37	6,614.63	0.00	6,614.63	99.89
	Travel	4,100.00	45.00	45.00	4,055.00	0.00	4,055.00	98.90
	Seminar & Conference Registrat	2,800.00	650.00	650.00	2,150.00	0.00	2,150.00	76.79
	Utilities	11,150.00	2,603.16	2,603.16	8,546.84	0.00	8,546.84	76.65
	Computer Service & Maintenance	5,700.00	5,160.31	5,160.31	539.69	518.60	21.09	0.37
	Lease/Rentals	700.00	128.71	128.71	571.29	0.00	571.29	81.61
	Other Professional Services	20,705.00	656.33	656.33	20,048.67	378.93	19,669.74	95.00
	Other Expense	200.00	0.00	0.00	200.00	0.00	200.00	100.00
	Budgeted Machinery & Equip	28,550.00	0.00	0.00	0.00	0.00	28,550.00	100.00
<b>46</b>	<b>LABORATORY</b>	<b>885,185.02</b>	<b>185,028.17</b>	<b>185,028.17</b>	<b>671,606.85</b>	<b>27,581.42</b>	<b>672,575.43</b>	<b>75.98</b>



# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
47	<b>RECLAMATION</b>							
	Manager Salary	8,397.10	1,784.43	1,784.43	6,612.67	0.00	6,612.67	78.75
	Operator Salary	92,377.42	36,806.73	36,806.73	55,570.69	0.00	55,570.69	60.16
	Overtime	2,100.00	1,001.88	1,001.88	1,098.12	0.00	1,098.12	52.29
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	613.09	41.05	41.05	572.04	0.00	572.04	93.30
	PERS	25,518.88	8,334.25	8,334.25	17,184.63	0.00	17,184.63	67.34
	Health Reimb Arrangement Exp.	21,500.28	4,205.19	4,205.19	17,295.09	0.00	17,295.09	80.44
	Health/Life Insurance	6,231.34	1,464.64	1,464.64	4,766.70	0.00	4,766.70	76.50
	W/C Insurance	2,119.07	450.09	450.09	1,668.98	0.00	1,668.98	78.76
	FICA/Medicare	7,709.78	2,973.81	2,973.81	4,735.97	0.00	4,735.97	61.43
	SUI/ETT	121.00	35.64	35.64	85.36	0.00	85.36	70.55
	Public Education	6,000.00	1,223.39	1,223.39	4,776.61	0.00	4,776.61	79.61
	Janitorial	1,640.00	391.96	391.96	1,248.04	0.00	1,248.04	76.10
	Licenses & Permits	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	Postage/Courier	150.00	3.58	3.58	146.42	0.00	146.42	97.61
	Vehicle Repairs & Maintenance	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Liability & Property Insurance	46,100.00	10,756.71	10,756.71	35,343.29	0.00	35,343.29	76.67
	Dues & Memberships	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Office Supplies	100.00	8.47	8.47	91.53	0.00	91.53	91.53
	Analysis & Monitoring	4,000.00	0.00	0.00	4,000.00	1,950.00	2,050.00	51.25
	Operating Supplies	36,000.00	4,081.71	4,081.71	31,918.29	1,530.36	30,387.93	84.41
	Attorney Fees	985.00	23.00	23.00	962.00	0.00	962.00	97.66
	Printing & Publications	150.00	0.00	0.00	150.00	0.00	150.00	100.00
	Repairs & Maintenance	35,269.82	558.06	558.06	34,711.76	6.35	34,705.41	98.40
	Travel	200.00	0.00	0.00	200.00	0.00	200.00	100.00
	Seminar & Conference Registrat	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Utilities	100,740.00	31,793.53	31,793.53	68,946.47	0.00	68,946.47	68.44
	Depreciation	421,462.64	106,585.14	106,585.14	314,877.50	0.00	314,877.50	74.71
	Computer Service & Maintenance	1,545.36	140.21	140.21	1,405.15	93.96	1,311.19	84.85
	Lease/Rentals	213.00	21.69	21.69	191.31	0.00	191.31	89.82
	Other Professional Services	11,100.00	0.00	0.00	11,100.00	818.58	10,281.42	92.63
	Other Expense	1,150.00	0.00	0.00	1,150.00	0.00	1,150.00	100.00
	Budgeted Machinery & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>47</b>	<b>RECLAMATION</b>	<b>835,293.78</b>	<b>212,722.49</b>	<b>212,722.49</b>	<b>622,571.29</b>	<b>4,399.25</b>	<b>618,172.04</b>	<b>74.01</b>



# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
48	IWC							
	Manager Salary	2,799.03	594.81	594.81	2,204.22	0.00	2,204.22	78.75
	Operator Salary	114,091.24	22,912.88	22,912.88	91,178.36	0.00	91,178.36	79.92
	Overtime	200.00	0.00	0.00	200.00	0.00	200.00	100.00
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	766.37	61.47	61.47	704.90	0.00	704.90	91.98
	PERS	50,100.77	10,009.80	10,009.80	40,090.97	0.00	40,090.97	80.02
	Health Reimb Arrangement Exp.	24,938.59	6,673.81	6,673.81	18,264.78	0.00	18,264.78	73.24
	Health/Life Insurance	7,227.85	1,879.89	1,879.89	5,347.96	101.32	5,246.64	72.59
	W/C Insurance	2,457.95	522.06	522.06	1,935.89	0.00	1,935.89	78.76
	FICA/Medicare	8,947.03	1,780.66	1,780.66	7,166.37	0.00	7,166.37	80.10
	SUI/ETT	141.00	1.00	1.00	140.00	0.00	140.00	99.29
	Public Education	7,500.00	1,529.23	1,529.23	5,970.77	0.00	5,970.77	79.61
	Janitorial	1,100.00	231.60	231.60	868.40	0.00	868.40	78.95
	Uniforms	500.00	88.47	88.47	411.53	0.00	411.53	82.31
	Postage/Courier	100.00	2.68	2.68	97.32	0.00	97.32	97.32
	Subscriptions	450.00	67.14	67.14	382.86	201.43	181.43	40.32
	Vehicle Repairs & Maintenance	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Liability & Property Insurance	200.00	115.80	115.80	84.20	0.00	84.20	42.10
	Dues & Memberships	690.00	9.74	9.74	680.26	0.00	680.26	98.59
	Office Supplies	1,265.00	102.10	102.10	1,162.90	0.00	1,162.90	91.93
	Analysis & Monitoring	10,350.00	260.00	260.00	10,090.00	0.00	10,090.00	97.49
	Operating Supplies	1,000.00	0.00	0.00	1,000.00	109.91	890.09	89.01
	Attorney Fees	2,576.00	61.00	61.00	2,515.00	0.00	2,515.00	97.63
	Printing & Publications	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	Repairs & Maintenance	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
	Travel	1,500.00	965.91	965.91	534.09	0.00	534.09	35.61
	Seminar & Conference Registrat	1,400.00	0.00	0.00	1,400.00	0.00	1,400.00	100.00
	Utilities	1,231.88	101.16	101.16	1,130.72	0.00	1,130.72	91.79
	Depreciation	4,026.15	1,006.53	1,006.53	3,019.62	0.00	3,019.62	75.00
	Computer Service & Maintenance	1,000.00	651.75	651.75	348.25	143.87	204.38	20.44
	Lease/Rentals	300.00	32.52	32.52	267.48	0.00	267.48	89.16
	Other Professional Services	0.00	454.16	454.16	-454.16	75.79	-529.95	0.00
	Other Expense	150.11	0.00	0.00	150.11	0.00	150.11	100.00
	Budgeted Machinery & Equip	7,500.00	0.00	0.00	0.00	0.00	7,500.00	100.00
<b>48</b>	<b>IWC</b>	<b>259,008.97</b>	<b>50,153.50</b>	<b>50,153.50</b>	<b>201,355.47</b>	<b>632.32</b>	<b>208,223.15</b>	<b>80.39</b>

# General Ledger

## Expense vs Budget

Printed: 11/6/2024 - 11:05 am

Period: 01 to 03, 2025

Fiscal Year: 2025



Dept	Description	Budgeted	Period	YTD	YTD Var	Encumbered	Available	%
49	<b>FIRESTONE LIFT STATION</b>							
	Manager Salary	2,799.03	594.81	594.81	2,204.22	0.00	2,204.22	78.75
	Operator Salary	25,306.46	2,717.96	2,717.96	22,588.50	0.00	22,588.50	89.26
	Overtime	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	Admin Salary	0.00	37.33	37.33	-37.33	0.00	-37.33	0.00
	Temp Salary	76.64	20.39	20.39	56.25	0.00	56.25	73.40
	PERS	6,389.52	1,035.92	1,035.92	5,353.60	0.00	5,353.60	83.79
	Health Reimb Arrangement Exp.	5,996.32	1,428.81	1,428.81	4,567.51	0.00	4,567.51	76.17
	Health/Life Insurance	1,737.89	400.06	400.06	1,337.83	0.00	1,337.83	76.98
	W/C Insurance	591.00	125.52	125.52	465.48	0.00	465.48	78.76
	FICA/Medicare	2,094.57	238.54	238.54	1,856.03	0.00	1,856.03	88.61
	SUI/ETT	32.00	1.23	1.23	30.77	0.00	30.77	96.16
	Public Education	750.00	152.93	152.93	597.07	0.00	597.07	79.61
	Licenses & Permits	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	Postage/Courier	15.00	0.00	0.00	15.00	0.00	15.00	100.00
	Vehicle Repairs & Maintenance	600.00	0.00	0.00	600.00	0.00	600.00	100.00
	Liability & Property Insurance	9,050.00	2,111.85	2,111.85	6,938.15	0.00	6,938.15	76.66
	Dues & Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Analysis & Monitoring	100.00	0.00	0.00	100.00	515.00	-415.00	-415.00
	Operating Supplies	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	Attorney Fees	227.00	6.00	6.00	221.00	0.00	221.00	97.36
	Printing & Publications	20.00	0.00	0.00	20.00	0.00	20.00	100.00
	Repairs & Maintenance	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
	Utilities	4,598.59	1,466.95	1,466.95	3,131.64	0.00	3,131.64	68.10
	Depreciation	84,546.00	20,962.20	20,962.20	63,583.80	0.00	63,583.80	75.21
	Computer Service & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Lease/Rentals	100.00	10.83	10.83	89.17	0.00	89.17	89.17
	Other Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Budgeted Machinery & Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>49</b>	<b>FIRESTONE LIFT STATION</b>	<b>166,630.02</b>	<b>31,311.33</b>	<b>31,311.33</b>	<b>135,318.69</b>	<b>515.00</b>	<b>134,803.69</b>	<b>80.90</b>
<b>Report Totals:</b>		<b>16,312,913.76</b>	<b>3,316,349.17</b>	<b>3,316,349.17</b>	<b>12,885,414.59</b>	<b>1,845,930.18</b>	<b>11,150,634.41</b>	<b>68.35</b>

# **AGENDA ITEM #3**

## **AGENDA ITEM: 3**

**MEETING DATE: November 18, 2024**

### **I. NATURE OF ITEM**

Consideration and Adoption of Resolution No. 24-720 Amending the Goleta Sanitary District's Human Resources Procedure and Policy Manual

### **II. BACKGROUND INFORMATION**

The District's Governing Board adopted a Human Resources Procedure and Policy Manual (the "HR Manual") on October 4, 2005, and has adopted updates and revisions to the HR Manual from time to time as necessary. A comprehensive review of the District's HR Manual has been completed as part of the migration of items for review from the District's previous legal counsel, Howell, Moore and Gough, to Best Best and Krieger (BBK). Changes to the HR Manual have been incorporated to reflect changes in the law as well as to clarify and change certain provisions to best suit the District's operations at this time.

Staff has worked with the labor law division of BBK to identify and update policies which were not in compliance with new laws, and/or to revise other policies to bring them in line with human resource manual best practices.

BBK also recommended we use their standard template for our HR Manual to make future reviews more efficient. A number of revisions to existing policies along with new policies developed in consultation with the District's legal counsel are included in this updated HR Manual.

In lieu of a traditional redlined document, due to the quantity of changes to the Manual, a summary of recommended additions and changes is attached this report for Board review and consideration.

### **III. COMMENTS AND RECOMMENDATIONS**

As noted, many of the changes made to the HR Manual include policies which reflect the requirements of recent legislation. The recommended changes in language, which are outlined in the summary, should be considered by the Board and adopted, absent any changes it wishes to make.

In order to formally approve these changes to the District's HR Manual, staff recommends the Board adopt Resolution No. 24-720 Amending the Goleta Sanitary District's Human Resources Procedure and Policy Manual.

#### **IV. REFERENCE MATERIALS**

Summary of Recommended Additions and Changes to the HR Manual

Revised Human Resources Procedure and Policy Manual

Proposed Resolution No. 24-720 Amending and Adopting the Human Resources Procedure and Policy Manual

## **Summary of Recommended Additions and Changes to the Goleta Sanitary District Human Resources Procedure and Policy Manual**

The District's Human Resources Procedure and Policy Manual (the Manual) has typically been updated when new procedures have been added, or when there have been changes to policies internally, or mandated by law. These have been done on a case-by-case basis and have not impacted the entire Manual, only those sections within which the changes have occurred.

The District's new legal counsel, Best Best and Krieger (BBK) has a labor law division and they have reviewed the Manual for legal compliance and best practices. This summary contains an overview of changes suggested by legal counsel for adoption. Due to the number of edits, changes, and additions made, this summary is in place of a traditional redlining.

A large majority of the Manual is intact, approximately 95% remains unchanged. The format has been changed. There are a number of sections which have been expanded due to new laws. As this new version is substantially different in appearance, it will be introduced to the staff at a formal meeting with time for them to review and accept the new document.

### Section I-Introductory Policies

The Introductory Policies section has updated language mandated by law. It also expands sections relating to pregnancy accommodations, lactation policies, and unlawful harassment policies. (Pgs. 5-10)

### Section II-Employment Policies

There is a change of language in the policy relating to approved leaves of absence. (p.22)

Language has been changed and expanded relating to Nepotism and Other Prohibited Employment Policy # 210. (pgs. 25-27)

### Section III-Employment Practices

Minor language change and added section on Death of Employee (under Policy #214). (p.31)

### Section IV-Benefits

The sections relating to Floating Holidays has been modified to allow for a maximum of four Floating Holidays' accrual allowed annually. Safety Days are not eligible to roll over and must be used in the calendar year in which they are earned. Both Floating

Holidays and Safety Days are treated as vacation days upon the separation of employment and must be cashed out. (pgs. 35-37)

Sick leave language Policy # 303A updated relating to permitted sick leave usage (p.39), and Supplemental Sick Pay, Policy #303B Extended Medical Leave (pgs.41-42)

Sections on Bereavement Leave, Reproductive Loss Leave, and Military Spouse Leave, Policy # 303B, have been updated to reflect changes in the law (pgs. 45-46).

Subsections relating to Volunteer Firefighter and Reserve Police Leaves and Leaves Related to Domestic Violence, Sexual Assault, or Stalking have had language changes, and subsections M and N have been expanded Policy #303B. (p. 47)

Policy # 303B, subsections O, P, Q, and R have either had mandated policies added Crime Victims Leave, School Activities Leave, California Family Rights Act, or expanded to address new legal requirements for the Pregnancy Disability Leave. (pgs. 47-51)

Subsections W, X, and Y addressing Organ and Bone Marrow Donation Leave, Kin Care Leave, and Other Leaves have also been added as required by law. (pgs. 54-56)

#### Section V-Rules and Regulations

There are a couple of additions of language to Policy #401 (p. 63) and Outside Employment Policy #407 (p.75), relating to the Disciplinary Hearing Process. There is expanded language added to section J pertaining to Health and Safety to comply with legal requirements (pgs. 81-82) There is also a significantly expanded subsection L, relating to Violence in the Workplace, which is required by law. (pgs. 83-85)

#### Acknowledgement

The employee acknowledgement section specifically spells out fourteen policies, determined by legal counsel to be of major importance, for employees to focus on and understand. The acknowledgement also changes the name of the document from "Handbook" to "Manual", as it is referred to by that name throughout the document. As mentioned in the introduction, once approved, employees will be presented with the new Manual and will be given time to ask questions and read it thoroughly. (p. 86)

# Goleta Sanitary District



**GOLETA SANITARY**  
Water Resource Recovery District

## Human Resources Procedure and Policy Manual

*Issued \_\_\_\_\_, 2024*

*Supersedes all previously issued Manuals and employee policies.*



## **DISCLAIMER**

THIS MANUAL IS NOT DESIGNED TO EXPLAIN EVERY EMPLOYMENT SITUATION OR OUTLINE EVERY RELEVANT POLICY OR PRACTICE. THIS MANUAL IS NOT INTENDED TO CONSTITUTE AN EMPLOYMENT CONTRACT OR A GUARANTY OF FUTURE EMPLOYMENT. THE DISTRICT RESERVES THE RIGHT TO REVISE, MODIFY, DELETE, OR ADD TO ANY AND ALL POLICIES, PROCEDURES, WORK RULES, OR BENEFITS STATED IN THIS MANUAL OR IN ANY OTHER DOCUMENT. ANY CHANGES TO THIS MANUAL WILL BE DISTRIBUTED IN WRITING TO ALL EMPLOYEES SO THAT EMPLOYEES MAY BE AWARE OF THE NEW POLICIES.

## TABLE OF CONTENTS

	Page
I. INTRODUCTORY POLICIES .....	5
A. Introduction.....	5
B. Equal Employment Opportunity (Policy # 101) .....	5
C. Reasonable Accommodations .....	6
D. Lactation Policy .....	7
E. Unlawful Harassment (Policy # 102).....	8
F. Sexual Harassment Training .....	11
II. EMPLOYMENT.....	12
A. Employment Categories (Policy # 201) .....	12
B. Probationary Period (Policy # 202) .....	13
C. Classification Administration (Policy #203).....	14
D. Compensation Administration (Policy #204) .....	14
E. Hours of Work (Policy # 205) .....	16
F. Overtime/Compensatory Time (Policy # 206).....	18
G. Time Keeping (Policy # 207) .....	20
H. Recruitment and Selection (Policy # 209).....	23
I. Nepotism and Other Prohibited Employment (Policy # 210) .....	25
J. Special Rates of Pay (Policy # 211).....	27
K. Performance Evaluation Program (Policy # 212) .....	29
L. Personnel Records (Policy # 213) .....	30
III. EMPLOYMENT PRACTICES .....	31
A. Separation from Employment (Policy # 214) .....	31
B. Retirement Plan Benefits (Policy # 215) .....	32
C. District Service Calculation (Policy # 216) .....	33
IV. BENEFITS.....	35
A. Holidays (Policy # 301) .....	35
B. Vacation Leave (Policy # 302).....	37
C. Base Paid Sick Leave (Policy # 303-A).....	38
D. Supplemental Sick Pay (Policy # 303-B).....	40
E. Work Related Injury or Illness .....	43
F. Supplemental Sick Pay Cash-Out Program .....	44
G. Leave of Absence (Policy # 304) .....	44
H. Bereavement Leave.....	45
I. Reproductive Loss Event .....	45
J. Military Leave and Military Spouse Leave .....	45
K. Jury and Witness Duty .....	46
L. Time off for Voting .....	46
M. Volunteer Firefighter and Reserve Police Leave .....	47
N. Leaves Related to Domestic Violence, Sexual Assault or Stalking.....	47
O. Crime Victims Leave .....	47
P. School Activities Leave.....	48
Q. California Family Rights Act.....	48

## TABLE OF CONTENTS

(continued)

	Page
R. Pregnancy Related Disability Leave .....	49
S. Work Related Injury or Illness Leave of Absence.....	51
T. Personal Leave .....	53
U. Personal Leave of Absence without Pay .....	53
V. Parental Leaves of Absence .....	53
W. Leave for Organ and Bone Marrow Donation .....	54
X. Kin Care Leave .....	55
Y. Alcohol and Drug Rehabilitation Leave .....	Error! Bookmark not defined.
Z. Other Leaves .....	56
AA. Expense Reimbursement (Policy # 305).....	56
BB. Training and Development (Policy # 306) .....	57
CC. Insurance Protection (Policy # 307) .....	59
DD. Other Benefits (Policy # 308) .....	60
V. RULES AND REGULATIONS .....	63
A. Conflict of Interest (Policy # 401).....	63
B. Drug and Alcohol Abuse (Policy # 402) .....	63
C. Smoking Policy (Policy # 403).....	65
D. Driving on District Business (Policy # 404) .....	65
E. Employee Identification Badges (Policy # 405).....	68
F. Lockers (Policy # 406) .....	68
G. Progressive Discipline (Policy # 407).....	69
H. Grievance Procedure (Policy # 408).....	77
I. Security and Privacy (Policy # 409) .....	79
J. Safety Equipment, Dress Code, and Conduct (Policy # 410).....	81
K. Safety in the Workplace (Policy # 411) .....	83
L. Violence in the Workplace .....	83
M. Use Of Personal Items On The Job .....	85
N. Gratuities and Gifts (Policy # 412) .....	85
VI. ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK .....	86

## I. INTRODUCTORY POLICIES

### A. Introduction.

This Handbook is designed to acquaint employees with the Goleta Sanitary District (the “District”) and provide information about working conditions, employee benefits, and some of the policies affecting employment. All employees should read, understand, and comply with all provisions of the Handbook. The Handbook describes many employee responsibilities and summarizes employee benefits presently offered to eligible District employees.

Please understand that this Handbook cannot anticipate every situation or answer every question about your employment with the District. Circumstances may require that policies, practices and benefits described in this Handbook change from time to time. Accordingly, the District reserves the right to change, modify, supplement or rescind portions of this Handbook from time to time. Employees are responsible for knowing about and understanding those changes once they have been disseminated.

This Handbook supersedes and replaces all previously issued handbooks and any inconsistent policy statements, memoranda, or practices. Employees are expected to read this Handbook carefully and to know and understand its contents. The District reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with the District’s General Manager, Human Resources Manager, or their immediate supervisor to obtain information regarding specific employment guidelines, practices, policies or procedures.

This Handbook is the property of the District and it is intended for the personal use and reference by employees of the District.

### B. Equal Employment Opportunity (Policy # 101)

The District is an Equal Opportunity Employer that does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, reproductive health decision making (protected under section 12920 of the Government Code in California) marital status, domestic partner status, military service and veteran status, physical and/or mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of the District are prohibited from engaging in this type of conduct. Please contact the Human Resources Manager if you have any questions or concerns.

The District’s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the General Manager or Human Resources Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will

lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

The District utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the separate policy prohibiting employee harassment. California law and the District also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate policy prohibiting employee harassment.

### **C. Reasonable Accommodations**

To carry out the District's commitment to providing equal opportunity for all applicants and employees, the District will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

**Reasonable Accommodations Related to Disability and Religion:** The District will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law. An applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to the General Manager. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Following receipt of the request, the General Manager, or their designee, may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions (or the applicant's ability to perform the essential functions of a desired position), but will not require disclosure of diagnosis or genetic history.

The District will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the District will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the District's designated representative(s), and, if necessary, the employee or applicant's health care provider. The District will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. The District will not provide an accommodation that would impose an undue hardship upon the District or that is not required by law. The District will inform the employee or applicant of any decisions made under this section in writing.

**Reasonable Accommodations Relating to Pregnancy:** The District will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

- Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations,
- Temporary transfers to a less strenuous or less hazardous position, if such transfer can be reasonably accommodated, or

- A “Pregnancy-Related Disability Leave” if the employee is disabled by pregnancy, as described in the District’s leave of absence policy.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify the District’s Human Resources Department. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

**Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault:** The District will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to the District, and (ii) the employee requests an accommodation for the employee’s safety while at work.

In such circumstances, the District will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee’s behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee’s status as a victim of domestic violence, sexual assault or stalking. Six months after the date of each previous certification, the District may request a recertification of such status. The District will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual assault or stalking, disclosing such information only as required by law, or as needed to protect the employee’s workplace safety, and with prior notice of such disclosure to the employee.

**Retaliation and Discrimination Prohibited:** The District prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in the District’s separate policy on harassment, discrimination and retaliation, the District prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual’s disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

#### **D. Lactation Policy**

The District provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. The District will provide a room or other location (not a bathroom) for employees to express breastmilk in private. The District will ensure that the lactation room or location will:

- Be in close proximity to the employee’s work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and

- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, the District will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, the District will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

The District shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and the District will compensate her for such time.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made by email or via other written communication, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to the District's Human Resources Department. The District shall respond to such requests in a reasonable manner, not exceeding five business days. If the District cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to the District's Human Resources Department that describes the nature of the change that is requested.

The District prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the Human Resources Department. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

#### **E. Unlawful Harassment (Policy # 102)**

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District's high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes harassment based on sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act,

requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

The District strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, the District will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom the District employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violate of this policy.

### **Internal Reporting**

All employees, independent contractors, interns, and volunteers of the District must promptly report any incidents of harassment, discrimination, and retaliation so that the District can take appropriate action. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the District from having the opportunity to correct the situation.



Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any the District personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the District's Human Resources Manager or General Manager of the misconduct. Supervisors must similarly report any complaint of harassment they receive to the District's Human Resources Manager or General Manager, who is responsible for investigating harassment complaints.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation and for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the District's Human Resources Manager or General Manager of the misconduct so that an investigation may be initiated.

Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the District. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Human Resources Manager or other official of the District whom is responsible for the investigation, will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the District will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

The District prohibits conduct severe enough to be unlawful. Yet even more, the District's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the District prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the District will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

### **External Reporting Procedure**

In addition to the District's internal complaint procedure, an employee may file a complaint by contacting the following:

Department of Civil Rights (CRD) at 800-884-1684 or visiting <https://calcivilrights.ca.gov/complaintprocess/>

Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting <https://www.eeoc.gov/federal-sector/filing-formal-complaint>.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of the District policy, and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

#### **F. Sexual Harassment Training**

All non-managerial employees must attend a one-hour Sexual Harassment Prevention Training, and all managerial employees must attend a two-hour Sexual Harassment Prevent Training. All District employees will be required to attend a sexual harassment training every two years as assigned by Administration. Managers will receive two hours of training every two years as assigned by Administration. Staff may be required to attend additional anti-harassment or other sensitivity trainings in regards to any protected class. The District's employees may refer to the Department of Civil Rights (CRD) sexual harassment prevention online training course appropriate for their position. You may also visit <https://calcivilrights.ca.gov> to access the online training courses.

## II. EMPLOYMENT

### A. Employment Categories (Policy # 201)

The District employs people in one of five (5) categories: Probationary; Regular Full-time; Regular Part-time; Temporary; and At-Will.

#### 1. EMPLOYMENT CATEGORIES

##### a. Probationary Employee

All new employees are subject to a probationary period, which shall be regarded as a part of the testing process and shall be utilized for closely observing the employees' work. Probationary employees may be terminated, with or without cause, during the probationary period and the employees have no recourse to the District's termination appeal/hearing procedures. *See Policy # 202 for additional information about the Probationary Period.*

##### b. Regular Full-time Employee

Employees in this category are those non-At-Will employees who regularly work a minimum of forty (40) hours per week on a continuous scheduled basis and have successfully completed their probationary period. Regular Full-time employees are generally eligible for all District benefits. If, over any rolling six (6) month period, an employee is on leave of absence without pay for a cumulative period exceeding 20% of the working hours the employee would normally have worked during such six months, the District will change the employee's status from full-time to part-time. This may affect the employee's eligibility for certain benefits generally available only to full-time employees.

##### c. Regular Part-time Employees

Occasionally the General Manager may determine that a position best meets District needs on less than a full-time basis. Regular part-time employees are those non-At-Will employees who are scheduled to work more than twenty (20) but less than forty (40) hours per week and have successfully completed their probationary period. Regular part-time employees do not qualify for any District benefits and will be employed on an as needed basis.

##### d. Temporary Employees

Temporary employees are employees who hold jobs of limited or specified duration arising out of special projects or other reasons established by the District. Temporary employees of the District are and shall be at all times on an at-will basis at all phases of employment. That means that either the District or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice. Nothing in this Manual or other document or statement shall limit the right to terminate employment at-will. Temporary employees can be terminated at any time, with or without cause and with or without prior notice, and have no recourse to the District's termination appeal/hearing procedures.

Temporary employees do not accrue any form of service credit or seniority and are not eligible to use the District's termination appeal/hearing process. Temporary employee status is not considered for seniority or benefit longevity purposes if the temporary employee is hired as a regular District employee.

##### e. At-Will Employees

At-Will employees include the department managers, supervisors, and other staff as designated by the General Manager.

At-Will status means that either the District or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice. Nothing in this Manual or other document or statement shall limit the right to terminate employment at-will. No manager, supervisor, or employee of the District has the authority to enter into an agreement for employment for any specific period of time or to make an agreement for employment other than at-will. Such employees are not eligible to use the District's termination appeal/hearing process.

For the purposes of defining eligibility for benefits, the following standards shall apply:

- i. Temporary employees are eligible only for federal and state-mandated benefits and are not eligible to receive District-sponsored benefits (except possibly retirement plan benefits if they actually work 1,000 hours or more in a fiscal year).
- ii. Non-Temporary employees regularly scheduled to work at least thirty (30) hours per week accrue all District benefits on a pro-rated basis based on the ratio the number of hours they are normally scheduled to work each week bears to 40 hours.
- iii. Non-Temporary Part-time employees regularly scheduled to work less than thirty (30) hours per week participate only in federal and state mandated benefits as well as the District's retirement program (if they work 1,000 hours or more in a fiscal year). No other District benefits are available to part-time employees.

## 2. Exempt/Non-Exempt Classifications

For purposes of establishing eligibility for overtime compensation and related wage and hour matters, all District positions are classified as either "exempt" or "non-exempt."

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and applicable state laws. Employees in this category are eligible for overtime compensation for hours worked in excess of forty (40) hours in a workweek. Such employees include hourly and clerical staff.

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

### **B. Probationary Period (Policy # 202)**

All new and promotional appointments will be subject to a probationary period of one year and may be extended at the discretion of the General Manager.

The probationary period is regarded as part of the testing process and shall be utilized for closely observing the employee's performance and adjustment to their position. Informal performance evaluations shall be conducted

during this timeframe to provide feedback to the employee. At the conclusion of the probationary period, inclusive of any extensions, a written performance evaluation will be completed.

An employee promoted to a higher-level position is required to complete a new probationary period. In the event that the employee is unsuccessful in the new position, the employee shall be reinstated to the position from which promoted, if such position remains vacant, unless the employee is dismissed for cause. If the original position has been filled, the employee may be subject to termination.

With General Manager approval, a probationary employee may be terminated, with or without cause, at any time during the probationary period and probationary employees are not eligible to use the District's termination appeal/hearing process.

New hire employees generally may not use vacation time during their first six months of the probationary period.

The granting of any approved leave of absence during the probationary period shall cause the employee's probationary period to be extended by the length of the leave of absence.

### **C. Classification Administration (Policy #203)**

The goal of the District's Classification Plan is to develop a system that encourages employee development, provides opportunities for career advancement and creates an understanding of the roles, responsibilities and relationships of each classification within the District.

Class descriptions identify the essential duties, responsibilities, level of authority, knowledge, skills, education, experience, licenses and certifications required to meet the minimum performance standards for each classification at the District. More than one position can be allocated to the same classification if the primary scope, level, duties and responsibilities of each position assigned to the class are similar (but not identical); and that the same core knowledge, skills and other requirements are appropriate for all positions; and that the same salary range is equitable for all positions.

The General Manager is responsible for determining staffing levels and administering the Job Classification Plan.

#### **PROCEDURE**

1. The District is responsible for conducting periodic reviews of the Job Classification Plan to ensure that classifications are current and that positions continue to be appropriately classified.
2. Positions will be evaluated for reclassification when significant changes occur in the essential duties, responsibilities or work assignments.
3. Each classification is assigned to a salary range based on the complexity of the position responsibilities relative to other internal positions and external market salary conditions.

### **D. Compensation Administration (Policy #204)**

The Governing Board is responsible for establishing a compensation program and the General Manager is responsible for administering that program.

#### **PROCEDURE**

## 1. Compensation Plan

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

## 2. Salary Ranges and Increases

All District positions are assigned to a salary range that has a minimum and maximum rate of pay and five intervening rates within a five-step range, plus a probationary "AA" range. An employee must demonstrate satisfactory performance to move from one step to the next within the range. An employee, after successfully completing the probationary period, may advance to the next step and is thereafter reviewed annually. If the employee is successfully performing the position responsibilities and has received the supervisor's recommendation, the employee may advance to the next higher-level step until the employee reaches the maximum established pay level for that position. At the discretion of the General Manager, salary adjustments may be less or more than a full step.

## 3. Salary Schedule Adjustment

The salary schedule shall be periodically reviewed and adjusted, if required, to maintain the District's compensation at a market competitive level and to take into consideration such factors as cost-of-living increases and labor market differentials.

Such adjustment shall normally be reviewed during the annual budget cycle.

## 4. Hiring Rate

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

## 5. Night Shift Differential

Employees who work shifts between 5 p.m. and 6 a.m. or weekend hours may be eligible for shift differential pay.

## 6. Promotions

An employee who receives a promotion to a higher classification shall receive a minimum 5% pay increase in their pre-promotion base compensation. An employee hired into an In-Training position who becomes certified can immediately move into the regular classification and pay grade.

## 7. Transfers

Employees transferring from one department to another will stay at the current monthly step until they obtain the required certification. At that time, the employee will be eligible for a minimum of a 5% increase within the

salary range he/she is transferred to. However, in no case shall the transfer result in the employee's new salary exceeding the highest step in the new pay range.

#### 8. Pay Period and Pay Day

The District pays its employees biweekly with paydays on every other Friday. If the payday occurs on a holiday, payday will be the workday preceding the holiday.

Paychecks cover the 80-hour, two-week period of time beginning on Sunday and ending on the Saturday that precedes the payday. Overtime pay earned after the payroll processing date will be paid the following pay period. Each paycheck shall reflect the base hourly rate of pay, overtime, holiday pay or premium pay received during that pay period.

#### 9. Direct Deposit

The District provides employees with the convenience of having their paycheck directly deposited to any financial institution. Direct Deposit Authorization Forms are available from the Finance Director. A single pay period term may be required to process the direct deposit arrangement before the direct deposit may begin.

Employees may also have another person pick up their paycheck if a current written authorization is provided.

### **E. Hours of Work (Policy # 205)**

The District establishes working hours that are consistent with the operating requirements and responsibilities of the District. The District's administrative office shall be open for business from 8:00 a.m. to 5:00 p.m. Monday through Friday. The administrative office is closed on weekends and holidays.

Work shifts, days, hours and periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. The District has the right to require employees to work overtime, which may occur any time before or after standard work schedules, including weekends, evenings and/or holidays. Employees who refuse to work overtime shall be subject to corrective action, up to and potentially including termination.

All employees shall be assigned work schedules with regular starting and ending times. Employees may not change their own work schedules without the express approval of the General Manager/designee. In the event the District needs to change an employee's regular schedule, the employee will normally receive a reasonable notice before the new schedule becomes effective, except in cases of emergency and/or unusual workloads as determined by the General Manager/designee.

### **PROCEDURE**

1. Presently, the District's non-exempt employees may be scheduled to work one of the following schedules:

- An 8-hour per day, five (5) days per week schedule;
- A 10-hour per day, four (4) days per week schedule; or

A "9/80 schedule" consisting of four 9-hour days and one 4-hour day in the one workweek and one four-hour day and four 9-hour days in the ensuing workweek, with the two four-hour workdays split over one calendar day. The

District presently uses four 9/80 schedules, and employees working 9/80 schedules will be assigned to one of the following:

- “9/80 Schedule A”: Employees assigned to 9/80 Schedule A are scheduled to work four 9-hour days each workweek, and an 8-hour day every other Monday.
- “9/80 Schedule B”: Employees assigned to 9/80 Schedule B are scheduled to work four 9-hour days each workweek, and an 8-hour day every other Tuesday.
- “9/80 Schedule C”: Employees assigned to 9/80 Schedule C are scheduled to work four 9-hour days each workweek, and an 8-hour day every other Thursday.
- “9/80 Schedule D”: Employees assigned to 9/80 Schedule D are scheduled to work four 9-hour days each workweek, and an 8-hour day every other Friday.

2. Any other work schedule requires Department Head recommendation and the approval of the General Manager.

3. The Department Head has the authority to temporarily change work schedules that are required to effectively maintain plant operations or due to unusual workloads or emergencies.

4. The term “workday” means a consecutive 24-hour period beginning at the same time each calendar day. The term “workweek” means a fixed and regularly recurring period of 168 hours. Workweeks and workdays are used in conjunction with tracking hours worked to determine if non-exempt employees have worked more than 40 hours in their workweek and become entitled to overtime premium pay. Employees’ designated workweeks and workdays will vary based upon their assigned schedules as follows:

a. Employees not assigned to a 9/80 Schedule have a workweek that begins at 00:00 hours Sunday morning and ends the following Saturday night at 24:00 hours.

b. Workweeks for employees working 9/80 schedules are as follows:

- i. 9/80 Schedule A: Workweek begins at 11:30 a.m. on Monday and ends at 11:30 a.m. the following Monday.
- ii. 9/80 Schedule B: Workweek begins at 11:30 a.m. on Tuesday and ends at 11:30 a.m. the following Tuesday.
- iii. 9/80 Schedule A: Workweek begins at 11:30 a.m. on Thursday and ends at 11:30 a.m. the following Thursday.
- iv. 9/80 Schedule A: Workweek begins at 11:30 a.m. on Friday and ends at 11:30 a.m. the following Friday.

5. Employees who work more than five hours in any one workday are afforded an unpaid duty-free meal period upon or prior to completing five hours worked. Employees on the 8-hour per day/five day per week schedule will have an hour lunch break. Employees on 9/80 or 4/10 schedules will have a one-half hour lunch break. Lunch is to be taken approximately in the middle of the workday. Employees may leave District premises during their lunch break. Department supervisors may change scheduled lunch breaks for any employee as necessary to accommodate District business.



6. Two paid rest breaks of fifteen (15) minutes each are provided during each work day, usually one during the first four (4) hours of the work day and the second during the last four (4) hours of the day. Break periods shall not be taken at the end of the workday or saved for use at another time. The Department Head shall determine the time of break. It is employees' responsibility to take their rest breaks.

7. Employees whose jobs require uniforms or special clothing for health and safety are expected to arrive at work early enough to change clothes before their shift begins in order to be at their assigned work locations at their designated starting time.

8. Employees will be permitted up to fifteen (15) minutes of paid time at the end of a work shift to perform such activities as personal wash-up and changing clothes.

9. Bathroom breaks should be limited to five (5) minutes. If you have a medical condition or some other problem which requires more time, you should inform the General Manager or the Human Resources Manager of the need for accommodation and you may be requested to furnish a doctor's note.

#### **F. Overtime/Compensatory Time (Policy # 206)**

From time to time, the workload may require the District to request employees to work overtime. The District will make an effort to evenly distribute overtime based on business necessity among the employees with the necessary skills, knowledge, and abilities. When possible, advance notification will be provided. Employees who refuse to work overtime shall be subject to corrective action, up to and potentially including termination.

All employees who are classified as "non-exempt employees," as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees receive a salary intended to compensate them for all hours worked, therefore, exempt employees are not entitled to overtime pay. Non-exempt employees are eligible to earn overtime compensation and/or compensatory time off at overtime rates.

#### **PROCEDURE**

##### **1. Non-Exempt Positions**

##### **a. Approval**

The District's policy is that all overtime should be pre-approved whenever possible. The District will pay any overtime worked, regardless if pre-approved. However, the working of overtime that has not been approved may be grounds for discipline, up to and including termination of employment. Overtime requires advance approval by the Department Head except under the following circumstances:

- i. When overtime is necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature.
- ii. When overtime is necessary for the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, which are continuous in nature and cannot reasonably be interrupted or otherwise completed.

##### **b. Overtime Hours**

- i. Overtime is typically defined under federal law as hours worked by non-exempt employees in excess of forty (40) hours in a workweek. In California, overtime is also typically applied to hours worked over eight (8) in a standard work day; though alternate work weeks allow variance. The District follows the applicable state and federal laws when calculating overtime.
  - ii. Only time actually worked counts towards hours worked for overtime purposes. For example, paid sick leave hours, vacation time, paid holidays, etc., do not count towards hours worked. Similarly, for employees who are “on-call,” only the time actually spent responding to a call constitutes hours worked for overtime purposes even though employees may be paid for a guaranteed minimum number of hours regardless of how much time they actually work in response to their call-back.
  - iii. Hours worked are tracked to the nearest quarter hour.
  - iv. No employee shall be required to work more than sixteen (16) total hours during a twenty-four (24) hour period.
- c. Overtime Compensation
- i. Unless an employee requests compensatory time off in lieu of overtime pay, compensation for hours in excess of 40 in a workweek will be at one-and-one-half times the employee’s regular rate of pay.
  - ii. Holiday premium pay (as defined below) paid to an employee will be credited towards any overtime premium pay owed to that employee for overtime worked during the same workweek. Similarly, the portion of any call-back premium pay (as defined below) allocable to hours actually worked in response to a call-back will be credited towards any overtime premium pay owed to that employee for overtime worked during the same workweek.
  - iii. Non-exempt employees may elect, by so stating in writing on the appropriate time card, a preference to earn compensatory time off (CTO) in lieu of overtime pay. Eligible employees will earn one and one-half hours of CTO for each hour of overtime worked. Non-exempt employees may accumulate up to a maximum of forty (40) hours of CTO. An employee who has reached the maximum balance shall be paid overtime until such time that the accrual is below the stated ceiling. An employee shall be permitted to use CTO within a reasonable period after making the request, provided supervisor approval is obtained, and provided further that such use will not unduly disrupt the District’s operations (which includes, but is not limited to, the use of the CTO necessitating scheduling that would cause one or more other employees to earn overtime for the same period). Compensation for Holidays worked is subject to CalPERS retirement benefits (contributions), and therefore cannot be banked as CTO.

- iv. Overtime that is worked as a result of an extension for an assigned day shift does not qualify employees for shift differential pay.
- v. The procedure for requesting approval to use CTO is the same as that required to schedule vacation time.
- vi. Employees may, upon submitting a written request, receive a cash payout for accumulated CTO. Approval and timing of cash payment is subject to General Manager's approval. Accrued but unused CTO will also be paid for at time at time of separation from employment with the District.

## 2. Exempt Positions

As noted, Exempt employees receive a salary intended to fully compensate them for all hours worked, and accordingly they are not eligible to receive overtime/premium pay. However, Exempt employees may be granted up to forty (40) hours of paid Management Leave per fiscal year to recognize non-compensable time that is required of the positions. To be eligible to use Management Leave, an exempt at-will employee must have worked for six months.

The granting and use of Management Leave is at the discretion of the General Manager/District Engineer.

## 3. Definitions

- a. Base Hourly Rate is the base hourly rate set for a non-exempt employee, exclusive of any supplementary compensation such as on-call stipends.
- b. Workweek is a fixed and regularly recurring period of 168 hours. Workweeks and workdays are used in conjunction with tracking hours worked to determine if non-exempt employees have worked more than 40 hours in their workweek and become entitled to overtime premium pay. Employees' designated workweeks and workdays will vary based upon their assigned schedules. See Policy # 205.
- c. Payroll Period is a 14-day period beginning at 00:00 hours Sunday morning and extending through 24:00 hours on the second ensuing Saturday.
- d. Overtime is time worked in excess of 40 hours in a workweek.
- e. Regular Rate is the hourly rate, determined for a non-exempt employee in accordance with the Federal Fair Labor Standards Act, used to calculate any overtime premium pay owed to an employee for overtime hours worked. Holiday and call-back premium pay paid to employees in conjunction with time worked on paid holidays or in response to call-backs while on-call are not included in calculating non-exempt employees' regular rates.
- f. Holiday premium and call-back premium pay is the extra compensation paid to non-exempt employees above their base hourly rate for time actually worked when they are required to work on holidays or called back into service when on-call. See Policy # 211 and Policy #301.
- g. Shift Differential Pay is extra pay that may be provided to employees required to work between 5:00 p.m. and 6:00 a.m. or scheduled weekend hours. See Policy #211.

## G. Time Keeping (Policy # 207)

Each employee will be given a timesheet for each pay period. These timesheets are to be used for the period intended. All information is to be legibly written and entries must be in ink. Any correction should be initialed; the use of white-out or cover-up tape is not permitted.

Timesheets shall be updated daily and kept in a conspicuous place available to the respective supervisor at all times so that in the event of illness or unexpected absence, the supervisor may complete the timesheet and forward it to Payroll for processing.

1. Employee Responsibility

a. Employees must record their own time and accurately reflect the starting and ending times of each of their shifts, including the start and end of their meal periods. Employees must also record their time whenever they leave work premises for any reason other than District business. Filling in another employee's timesheet, or allowing another employee to fill in your timesheet, or altering a timesheet is not permissible and is subject to disciplinary action, up to and including termination. Any uncorrected errors on your timesheet should be reported immediately to your supervisor.

b. Employees should submit completed timesheets to their supervisors for approval on the reporting day as directed. Employees are responsible for turning in their timesheets before scheduled time off.

c. Employees shall report to work in sufficient time to commence work promptly at the beginning of the shift, dressed in appropriate work clothing. Work may be stopped fifteen minutes prior to the end of each shift to allow each employee time for clean-up and changing into street clothing.

2. Department Head Responsibility

a. Department Heads are responsible for enforcement of and compliance with District policies regarding time recording and attendance.

b. Department Heads are responsible for approving the attendance records of all employees supervised in accordance with these policies.

c. Department Heads may complete an employee's timesheet in the event of unexpected illness or absence.

d. Department Heads appoint a specific individual to handle distribution and collection of timesheets and maintain a liaison with Payroll personnel.

e. Department Heads are responsible for establishing controls and procedures covering employees' attendance.

**Attendance (Policy # 208)**

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

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

Employees are expected to report to their designated work location at the scheduled time work activity is to commence and must be ready to start work. Tardiness, early departure from work, unexcused absences or failure to report as required may result in disciplinary action. Excessive tardiness and/or absenteeism will also be subject to disciplinary action, up to and including termination.

## PROCEDURE

### 1. Reporting

a. Employees unable to report to work as scheduled shall personally notify their direct or shift supervisor by phone, or if their supervisor is not available, then the Department Head, then the Human Resources Manager, or Assistant General Manager, or General Manager, not later than 30 minutes before the start of their scheduled shift. If applicable, the probable duration of the absence should be provided.

b. Employees shall not leave a message with the answering service, nor text or email their supervisor or the Human Resources Manager, regarding an absence except in an emergency situation.

c. In all cases of an employee's absence or tardiness, the employee shall provide his/her direct Department Head with an honest reason or explanation for the absence.

d. Employees away from work due to prolonged illness are required to contact their direct Department Heads on a regular basis as determined by the Department Heads, but not less than once per week, providing a status report on their current condition.

e. In the event of emergencies that make it impossible for employees to comply with the procedures outlined above, employees must notify their Department Heads, the Administration Supervisor, or the General Manager as soon as possible after the emergency or be prepared to provide evidence of extenuating circumstances.

f. An employee who fails to give proper notification shall be charged with an unexcused absence. If a notice is given, but is deemed by the General Manger not to justify the absence, the absence shall be considered unexcused and unpaid.

### 2. Excessive Absenteeism or Tardiness

a. An employee is considered to be excessively absent if the employee has four (4) or more unexcused full or partial-day absences in a rolling 12-month period. An unexcused absence is any absence other than an excused absence (as defined below) as well as any absence deemed to be unexcused pursuant to Section 1 G, above.

b. The following absences will be considered excused:

i. An approved leave of absence authorized under the District's leave of absence policy (Policy #304, below) or otherwise required by applicable law.

- ii. When an employee is absent for an authorized reason which allows them to utilize paid sick leave and the employee utilizes their available accrued paid sick leave hours.
  - iii. Approved vacations of five consecutive workdays or more, and the first four approved vacations of less than five consecutive workdays in a rolling 12-month period.
  - iv. Paid holidays, paid floating holidays, paid Management Leave, and paid safety holidays.
  - v. Absences approved in advance for regularly-recurring medical appointments or regularly-scheduled medical treatments for a disability.
- c. An employee will be considered excessively tardy if the employee is tardy four (4) or more times in a rolling 6-month period.
- d. An employee with four (4) unexcused absences in a rolling twelve-month period or four (4) tardies in a rolling six-month period will receive a written warning. An employee with five (5) unexcused absences in a rolling twelve-month period or five (5) tardies in a rolling six-month period will receive a final written warning and/or a disciplinary suspension. An employee with six (6) unexcused absences in a rolling twelve-month period or six (6) tardies in a rolling six-month period will be subject to termination.

**H. Recruitment and Selection (Policy # 209)**

The District observes the following procedures when filling vacant positions.

**PROCEDURE**

- 1. Promotional and Open Examinations
  - a. Internal Recruitment (Promotional Examination)
    - i. To enhance opportunities for career development among current employees, all vacant positions shall be posted on bulletin boards readily accessible to District employees. The internal posting shall be for a minimum of three working days.
    - ii. For positions that have mandated certification requirements, employees must possess the stated certification in order to be considered qualified for consideration.
    - iii. For positions that have voluntary certification by the State (but for which certification may be a District requirement), employees may apply for the position if they possess all of the other qualifications and have the ability to attain the certification within eighteen (18) months of being appointed to the position.
    - iv. If an employee is promoted to the position, but is unable to attain the required certification within the specified timeframe, the employee may be

reinstated to his/her old position or, if that position is no longer available, the employee may be discharged.

- v. The District endeavors to promote qualified and eligible employees. However, the District reserves the right to have the position advertised as an open examination.
- vi. Promotions generally must be approved by the General Manager and require the completion of a six-month probationary period. During such promotional probationary periods, employees will maintain eligibility for benefits. Unsuccessful completion of the probationary period may result in return to previous position, reclassification, extension of the probationary period, or termination of employment.
- vii. An employee promoted to a higher-level position shall receive a minimum 5% pay increase. If the promotion puts the employee at the first step in the pay range, the employee will be eligible for a merit increase upon successful completion of the six-month probationary period. This date will also establish the employee's anniversary date.
- viii. If the promotion results in the employee's salary being at the second step or above in the new pay range, the employee will be eligible for a merit increase one year from the date of the promotion and that will establish the employee's new anniversary date.

b. External Recruitment (Open Examination)

If the General Manager determines that the current workforce does not possess the required qualifications of the position or that better qualified candidates might be secured from outside the District, the examination process shall be considered open to seek candidates from outside the current workforce. Recruitment and advertisement shall continue for a minimum two (2) week duration. Eligible District employees may compete in an open examination.

2. Job Announcement and Application Package

The job announcement and other advertisement shall identify a final filing date when possible. All application materials shall be post-marked by that date or be submitted to the District by the close of business on that date for further consideration. All job applicants shall complete an application form. The form must be complete and accurate, regardless of whether or not a resume is attached.

3. Application Review

The Human Resource Manager, or designee, shall review all of the application packages and identify those applicants that are qualified. The applicants who meet the qualifications shall be passed along to the appropriate department manager.

4. Examination Process

A candidate must successfully pass each part of the application/examination process to be retained on the eligibility list. Examinations may be written, oral, a demonstration of physical ability or skills, or any combination thereof.

For open examinations relating to non-supervisory positions, the District shall convene an oral board that may consist of District and/or other agency members. For open examinations relating to supervisory positions, the District may, at the General Manager's discretion, convene an oral board consisting of such District and/or non-District personnel as the General Manager determines necessary or appropriate.

#### 5. Eligibility List

An eligibility list shall be developed to include all candidates who successfully complete the examination process. The District may offer employment to any candidate on the eligibility list after reference checks, background check, and the post-job-offer physical examination have been successfully completed.

#### 6. Reference Checking

All job applicants shall provide information on previous employment and other references as required on the application form. Final offers of employment shall not be made until the District has had an opportunity to verify the information.

The hiring manager, Human Resource Manager, or designee, shall be responsible for completing the reference check. The information is confidential, is reviewed on a need-to-know basis, and is retained with other recruitment-related information.

#### 7. Background Checking

Any candidate who is provided a conditional offer of employment is subject to a background check. This conditional offer is conditioned upon the individual successfully passing a background check. Such background check may include review of their credit record (if applicable to the position for which they are applying), personal history, education, professional credentials, military record and criminal records.

To the extent that a background check reveals an individual's conviction history, the District will conduct an individualized assessment, considering factors like the nature of the offense, time passed since the offense, and the nature of the specific job and how the conviction record relates to the job.

#### 8. Expense Reimbursement

Candidates who are required to submit specific items as part of the recruitment process (for example, DMV records, typing certification, etc.) shall be reimbursed for such expenses upon submission of appropriate receipts or other documentation acceptable to the District.

#### 9. Applicant Package Retention

The Administrative Department shall retain all application package documents in a confidential manner for two (2) years.

### **I. Nepotism and Other Prohibited Employment (Policy # 210)**



It is the policy of the District to seek the best possible candidates through appropriate search procedures. The District seeks to eliminate or limit even the appearance of impropriety where possible. In order to assure efficiency in implementing policies of the District, it is necessary to restrict the employment of relatives of elected and appointed officers of the District and of the District's employees. As such, the District has adopted the following policy regarding application and/or hiring of employee relatives.

**Right to Apply.** No qualified Applicant may be denied the right to submit an application for employment or an opportunity to participate in the recruitment process. However, consistent with this Section, the District may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.

**Disclosure of Relationship.** Each applicant is required to disclose the identity of any relative who is a current employee. An applicant's failure to disclose a relative who is a current employee may result in the rejection of the applicant or future disciplinary action against the applicant after employment, up to and including termination.

Members of the immediate family of elected or appointed officials shall not be appointed to District employment.

Due to the agency's small size, employees' immediate family members will not be eligible for employment where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. "Immediate family members" for purposes of this policy is defined as a spouse, domestic partner, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, aunt, uncle, niece, nephew, grandchild, grandparent regardless of their place of residence; or any other individual related by blood or marriage living within the same household, or persons having an equivalent relationship with the employee.

Current employees must report a change of relationship status to Human Resources in advance of the effective date where feasible, but in no event later than a reasonable time after the effective date of the change of status. Human Resources shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the change of status has the potential for creating an adverse impact on supervision, safety, security, or morale.

In the event that employees do become immediate family members, one of the affected employees may be reassigned to a similar position to ensure that immediate family members are not in a direct supervisor-subordinate relationship. There can be no guarantee that the new position will be within the same classification or at the same salary level. If the situation cannot be resolved by transfer or by good faith efforts to regulate, transfer, condition or assign duties in such a reasonable way that would not be in violation of this policy, one of the relatives must separate from the District's employment.

Human Resources shall consult with the affected department head(s) to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize problems of supervision, safety, security, or morale. Notwithstanding this, the District retains the right to exercise its discretion to refuse to implement a change in personnel status due to its potential for creating an adverse impact on supervision, safety, security, or morale.

If such accommodation cannot be made, then only one of the employees will be retained with the District. The employees will have thirty (30) days to decide which relative will stay with the District; if this decision is not made within the time allowed, the General Manager will make the decision, taking into account the District's operational needs, the affected employees' job history and performance, and such other facts as the General Manager determines relevant.

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

To further promote the efficient operation of the District's business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, or morale, and possible claims of sexual harassment, managers and supervisors may not date or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate these non-fraternization rules may be subject to disciplinary action, which may include transfers, reassignments, changes in shifts, demotions, suspensions or termination of employment.

### **Rules for Current Employees.**

- Current employees shall not participate, directly or indirectly, in the recruitment or selection process for a position for which a relative is an applicant.
- Current employees having hiring powers or authority to recommend hires shall not, either directly or indirectly, seek to influence or assist in the hiring of any relative to any position within the District.
- Current employees shall not participate or interfere in, or otherwise attempt to influence, any personnel actions affecting his or her relative including, but not limited to, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

### **Prohibited Job Assignments.**

Relatives of current employees shall not be promoted, assigned or transferred into positions in which one relative may supervise, directly or indirectly, any other relative. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute direct or indirect supervision:

- i. Occupying a position in an employee's direct line of supervision;
- ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
- iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

Relatives of current employees shall not be promoted, assigned or transferred into positions in which one relative may work in a capacity which would allow a current employee to evaluate or control the terms, conditions and/or performance circumstances of employment of a relative.

Relatives of current employees shall not be promoted, assigned or transferred into any position where the employment of such relative has the potential for adversely impacting the supervision, safety, security, or morale of other employees.

### **J. Special Rates of Pay (Policy # 211)**

The District shall establish special rates of pay, which are described below.

1. Out Of Class Assignment

In cases of another employee's prolonged absence from duty or other emergencies, with the exception of vacation relief, a Department Head, with the consent of the General Manager, may, in writing, temporarily promote an employee if the employee is regularly required to perform the full duties of a job with a higher classification for a period of twenty (20) working days or more. In such cases, the employee shall be paid for the duration of the temporary promotion an additional five percent (5%) of the employee's then-current salary, or the first step of the salary range fixed for the job for which the employee has received a temporary promotion, whichever is higher.

2. Shift Differential Pay

An employee who works on an assigned night or weekend shift shall, in addition to the employee's base hourly rate, be paid a shift differential for each hour actually worked after 5 p.m. on weekdays and all-day Saturday and Sunday. The shift differential will not be paid in conjunction with (i) overtime worked after 5 p.m. worked as an extension of a regularly assigned workday, (ii) standby call-in after 5 p.m. or weekends, or (iii) holidays worked. The actual shift differential amount is determined by the Board from time-to-time at its discretion. Part-time and temporary employees are not eligible for shift differential pay.

3. Call-Back Pay

As noted below, certain employees are assigned to be on stand-by and available for emergency response to work or to assist in the activities related to keeping the District's facilities operational. If an employee on stand-by is required to respond to an emergency call and go to a District facility, then the employee will receive a minimum of two (2) hours of pay at time and a half for responding to the emergency call-in. After evaluating the situation, if any corrective action needs to be taken, the employee will be paid the greater of (i) four hours pay at time and half, or (ii) if the total time spent responding to the call-back exceeds four hours, time and a half for all time spent responding. The District reserves the right to review and approve all requests for emergency response compensation.

4. Stand-By Stipend

To ensure effective and immediate response to reported problems in either the Collection or Treatment facilities, a stand-by schedule will be assigned for all periods when District personnel are not on their normal work schedule. Stand-by duty is presently filled through staff volunteering to be on stand-by status. If future needs require it, however, the District reserves the right to assign stand-by duty. Employees on stand-by duty are assigned to be on-call for one-week intervals. Employees are free, with advance supervisor approval, to swap stand-by duty for full weeks, or for any day or other portion of a week that they are scheduled for stand-by duty.

Employees on stand-by duty will be provided with communication equipment that will provide access to the applicable notification system. Emergency calls to employees on stand-by duty are infrequent and often can be assessed and addressed remotely. To ensure that emergencies requiring corrective action at District facilities can be timely resolved, employees assigned to stand-by duty shall stay within one hour's drive of District facilities during periods of standby service.

An employee shall receive a stand-by duty stipend in accordance to the following schedule, provided that participation is continuous and that he/she remains available through his/her full stand-by assignment. The employee has the option of receiving cash compensation for the time or may request that the pay be allocated to compensatory time off.

**Participation**

Service years one and two:  
Service years three and four:  
  
Service years five and six:  
Service years seven and above:

**Stipend**

1 hour of straight pay per day of stand-by duty  
1 1/2 hours of straight pay per day of stand-by duty  
duty  
2 hours of straight pay per day of stand-by duty  
2 1/2 hours of straight pay per day of standby duty

**K. Performance Evaluation Program (Policy # 212)**

The purpose of the District’s performance appraisal program is to provide a formalized system for employees and Department Heads to discuss and document the employees’ work performance over a specified period of time. The intent is to: enhance individual employee performance; to summarize performance discussions held throughout the review period; to document performance areas that employees have mastered and/or need additional improvement in; and to establish performance goals and plans for future performance enhancement.

This program is intended to support, not substitute for, the important communication process between Department Heads and employees. Providing performance feedback to employees should occur regularly and frequently and should include specific information on areas of positive performance and areas where improvement is needed.

**PROCEDURE**

1. Probationary employees shall have informal performance reviews throughout the probationary period and shall receive a written evaluation at the conclusion of the probationary period (or extension thereof).
2. Regular employees shall have a performance evaluation at least once annually, usually around the time of their anniversary date. The anniversary date is the date on which the probationary period ends.
3. The employee’s Department Head is responsible for setting and communicating clear performance standards for the employee at the beginning of, and throughout, each review period. The evaluation should include both strong areas and areas of improvement of performance over the prior 12-month period in relation to established standards and the class description.
4. The Department Head shall complete the evaluation form and review it with the General Manager prior to conducting a discussion regarding it with the employee.
5. When the appraisal meeting is finished, both the employee and the Department Head sign the appraisal form indicating that it has been discussed. Signing of the form indicates only receipt of a copy of the appraisal. The employee shall receive a copy of the form. The original shall be retained in the employee's Personnel File. The employee may respond to any comments on the evaluation and any such comments will be attached to the original form and maintained in the employee’s Personnel File.
6. In the event that an employee refuses to sign the evaluation form, such will be noted on the evaluation form with the date and initials of the Department Head affixed. The Department Head will then sign and give the employee a copy of the form. The original will be maintained in the employee’s Personnel File.
7. Assuming satisfactory performance, the Department Head shall recommend advancement to the next salary step, if eligible.

## **L. Personnel Records (Policy # 213)**

The District maintains a personnel file on each employee. An employee's personnel file will contain only material that the District determines is necessary and relevant to the administration of the District's personnel program. Personnel files are the property of the District, and access to the information they contain is restricted, subject to, and in accordance with, this Policy. Personnel files shall be maintained in accordance with State and Federal guidelines.

### **PROCEDURE**

#### **1. Content and Retention**

All performance evaluations, as well as most other forms, letters, and memoranda should be addressed to or signed by the employee, acknowledging receipt of a copy prior to being placed in the personnel file. If an employee refuses to sign a form or letter, the Department Head shall sign his/her name as a witness to the fact that the employee has refused to sign, and the document shall then be placed in the employee's personnel file.

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law. The District will not request or obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the District to obtain certain medical information, the employee or applicant may be requested to sign an authorization that complies with the requirements of the Confidentiality of Medical Information Act.

#### **2. Update**

Employees are responsible for notifying the Administration Supervisor of changes in name, address, telephone number, driver's license, number of dependents, marital status, beneficiary, education certificates or any other pertinent information.

#### **3. Access**

Employees have the right to inspect their personnel file in the presence of a District representative at a mutually convenient time. Upon request, the District will release information about its employees only to the extent required by law. The District will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy or jeopardize the safety of law enforcement personnel.

#### **4. Reference/Credit Inquiries**

It is the District's general policy to limit responses to inquiries from prospective employers and other third parties to simple verifications of dates of employment and position held. All reference inquiries regarding District employees shall be referred to the Human Resource Manager.

### III. EMPLOYMENT PRACTICES

#### A. **Separation from Employment (Policy # 214)**

##### 1. Voluntary Resignation

A voluntary termination results when an employee initiates separation from District employment, or fails to report to work for five (5) scheduled workdays without notice to, or approval by, his or her supervisor. The last day worked and/or the last day in active pay status is the last day of employment for employees who resign from the District.

All employees are requested to provide written notification of intent to resign at least ten (10) working days prior to the effective date. Failure to provide such notice may jeopardize eligibility for future reemployment. The Department Head shall forward the notice to the General Manager.

##### 2. Involuntary Termination and Progressive Discipline

Violation of District policies and rules may warrant disciplinary action. The District generally endeavors to use progressive discipline to address such problems with non-At-Will employees (See Policy No. 407). Management employees and other At-Will staff who serve at the pleasure of the District may be terminated at any time with or without cause and with or without notice or progressive discipline.

##### 3. **Death of Employee**

In the event of a death of an employee, payment of all earned wages and accrued benefits due shall be in accordance with the laws of the State in which the deceased employee was a legal resident at the time of death.

Payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee. If no beneficiary has been designated, any funds due shall be paid to the deceased employee's surviving spouse or registered domestic partner. In the absence of a surviving spouse or registered domestic partner, such payment shall be made to the employee's children. In the absence of children, such payment shall be made to the estate of the deceased employee.

##### 4. Final Pay

If the District initiates the termination, the employee will be provided the final paycheck on the last day of work.

Employees who provide at least seventy-two hours (72) notice of their resignation will receive their final paychecks on their last day of work. If less than seventy-two (72) hours' notice is given, the District will release the final check within seventy-two (72) hours of when notice is given.

##### 5. Return of District Property

All District property, including vehicles, equipment, keys, uniforms, identification badges, and credit cards, must be returned immediately upon separation from employment.

##### 6. Continuation of Group Health Benefits- C.O.B.R.A.

In accordance with Federal and California State law, employees and their families may have the ability to maintain at their expense their coverage under the District's group health insurance plans in certain instances where

coverage under the plan would otherwise terminate. For more information about this benefit, contact the Administration Supervisor. All terminated employees will be notified of this benefit at the time of separation.

## 7. Rehire

Employees who voluntarily terminate their employment with the District and are subsequently rehired may have their periods of employment bridged if the separation period does not exceed six calendar months from the last day of employment.

### **B. Retirement Plan Benefits (Policy # 215)**

The discussion in this policy is intended only to provide an overview of retirement benefits. In the event of any inconsistencies between the discussion in this Manual and the discussion in CalPERS materials or the related plan materials, the CalPERS materials and related plan materials will govern unless the District determines otherwise.

The District participates in a pension plan through the California Public Employees Retirement System (CalPERS). Generally, to participate in the plan, an employee must actively work 1,000 hours or more in a year. The plan requires funding of a contribution for each participating employee. The employee's share of the required contribution (the "Employee's Share") varies depending upon date of hire and length of service with the District. The balance of the required contribution equals the District's share. For certain longer-term employees the District pays both the District's share of the required contribution and some or all of the Employee's Share. Based on recent changes to CalPERS rules and regulations, for employees hired more recently, the District funds the District's share of the required contribution, plus anywhere between zero and the full amount of the Employee's share depending upon date of participation in CalPERS and length of employment with the District. The defined benefits payable under the plan similarly vary, based on date of hire, length of employment with the District/participation in CalPERS, and retirement age. More detailed information concerning eligibility for participation in the District's retirement plan with CalPERS, required employee contributions, and the specific retirement benefits available under the plan, can be obtained from the Administration Supervisor, CalPERS and the plan documents governing the District's plan with CalPERS.

### **PROCEDURE**

#### 1. Retirement Planning Workshop

Employees planning to retire from the District have the opportunity to attend a Retirement Planning Workshop offered by CalPERS. The District suggests that retiring employees schedule their attendance at this workshop six (6) months in advance of their intended retirement date.

#### 2. District Notification

Employees planning to retire from District service shall give both the District and CalPERS at least ninety (90) calendar days' notice prior to the effective date of retirement.

#### 3. Years of Service

The age at which participating employees can retire with benefits under the District's plan with CalPERS, and the benefits payable at time of retirement, will vary based on years of service in CalPERS, date of hire with the District and date of initial participation in CalPERS. Employees whose employment with the District ends prior to retirement have various options with regards to CalPERS benefits, including possible options to maintain their

CalPERS account in conjunction with new employment with another CalPERS contractor or to withdraw Employee Share funds.

### **C. District Service Calculation (Policy # 216)**

Every employee has a service date that assists in determining eligibility for benefits, and salary increases as well as District seniority.

#### **PROCEDURE**

##### **1. Anniversary Date**

When first employed, the first day of work is the same as the hire date. For the purpose of the annual performance evaluation, the anniversary date is the date the probationary period ends. When the continuity of service is interrupted (i.e., because of leave of absence without pay or other reasons), the number of working days lost moves the anniversary date forward, to establish a new anniversary date.

##### **2. Determination of Service Credit**

An employee is credited with one year of service for each continuous year of District employment. Fractional years of credited service are calculated on the basis of full months of service.

##### **3. Leave of Absence**

When an employee is on an unpaid leave of absence, full-service credit is received for the first thirty (30) working days of such leave. Only one 30-working day period of District service is credited to the employee during any one-benefit year or during a continuous leave of absence. Any time in excess of thirty (30) working days is deducted from the employee's service credit, except as follows:

a. An employee who terminates while on leave of absence, whether on paid or unpaid status, will have employee benefits calculated as of the last day worked.

b. An employee on a leave of absence because of a compensable industrial disability continues to accumulate service credit during the whole leave period.

##### **4. Recall and Reemployment**

An employee separated from the District for any reason and re-employed is considered a new employee, except under the following conditions:

a. An employee who leaves the District to enter military service and applies for reinstatement shall be eligible for re-employment in accordance with the terms of the applicable state and federal laws.

b. An employee who is laid off because of lack of work after completion of the probationary period and later recalled to employment is given credit for District service prior to the layoff, but not for the period of the layoff, provided the employee is called back during the recall eligibility period. The recall eligibility period extends from the date of layoff to twelve (12) months thereafter.

##### **5. Resignation and Reemployment**



An employee who returns to District employment after having resigned shall have a benefit date of the same date as the re-employment for all benefits except for retirement.

However, an employee who voluntarily resigns and is then rehired may have his/her periods of employment bridged if the separation period does not exceed six calendar months. The service date will then be calculated as the two periods of employment less the period of separation.

## IV. BENEFITS

### A. Holidays (Policy # 301)

Full-time probationary and regular employees shall be eligible for District-observed paid holidays per calendar year and, after completing twelve months of employment, up to four (4) paid floating holidays per calendar year, as shown below.

#### District-Observed Paid Holidays

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
4 Floating Holidays	Anytime

#### PROCEDURE

1. Non-exempt employees who are required or authorized to work on a District-observed paid holiday shall receive premium pay equal to one and one-half (1 1/2) times their regular rate of pay for each hour worked, in addition to their regular wages for such day, in lieu of holiday pay.

2. When any of the District-observed paid holidays identified above fall on a full-time employee's regularly scheduled day off, the employee will receive an additional eight (8) hour floating holiday in lieu of holiday pay.

3. Non-exempt employees must work on the regularly scheduled workday preceding and following the holiday to receive payment for the holiday, unless the employee is on a pre-approved leave, a regularly scheduled day off, or sick leave supported by a note signed by a physician.

4. Holidays (excluding floating holidays) are not an accrued benefit. Employees out on vacation when a legal holiday occurs will not have their vacation account charged for the day off taken on the holiday.

5. Holidays which fall on Saturday shall normally be observed on the preceding Friday. Holidays which fall on Sunday shall normally be observed on the following Monday. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation benefits.

#### FLOATING HOLIDAYS

1. Regular full-time employees who have worked for the District as a full-time employee for at least one full calendar year shall be awarded at the start of each calendar year four (4) floating holidays for use during that calendar year. Floating holidays are taken at the employee's discretion, subject to supervisory approval. Unused floating holidays carry over up to a maximum accrual amount of 4 and are paid out to the employee upon separation. No more than four floating holidays can be earned or used during any calendar year.

2. New employees shall not be eligible for floating holidays during the first twelve months of employment.

Employees may accrue up to a maximum of 4 floating holidays per calendar year.

3. After completing their first twelve months of employment, new employees will be awarded up to 4 floating holidays based on their respective hire date as follows:

Hire date	Number of Floating Holidays awarded after first 12 months employment
January 1 <sup>st</sup> to March 31 <sup>st</sup>	4
April 1 <sup>st</sup> to June 30 <sup>th</sup>	3
July 1 <sup>st</sup> to September 30 <sup>th</sup>	2
October 1 <sup>st</sup> to December 31 <sup>st</sup>	1

4. LWOP- Leave without pay (“LWOP”) taken in a current calendar year will impact the number of floating holidays awarded to an eligible employee at the start of the next calendar year. More specifically, if an eligible employee is on LWOP for more than 7, but fewer than 19 weeks in a calendar year, then he/she will be awarded 3 floating holidays at the start of the next calendar year; if he/she is on LWOP for 19 or more weeks, but fewer than 32 weeks, he/she will be awarded two floating holidays; and if an employee is on LWOP for 32 or more weeks, he/she will receive no floating holidays at the start of the ensuing year.

5. Scheduling and Approval Process:

a. Use of Floating Holiday(s) may be granted on notice of not less than five (5) working days, provided that overtime for others will not result and the Department Head determines that the time off will not otherwise unduly affect operations.

b. Employees may combine Floating Holidays with vacation time. For requests of more than 5 days of time off, the employee shall submit a written request at least ten (10) working days prior to the requested time off.

c. Employees shall complete the appropriate request form and receive Department Head approval prior to taking the time off.

6. Employees who separate from District service shall be paid only for unused awarded floating holidays, at straight time rate of pay.

7. Employees assigned to shift work must schedule floating holidays at times when there is adequate plant coverage without having to pay overtime to provide coverage for that shift.

## **SAFETY HOLIDAY**

Regular full-time employees who have completed at least one full calendar year of employment with the District are potentially eligible for an award of eight (8) hours of paid time off at the start of each ensuing calendar year in recognition of maintaining a superior work safety record. The following is the basis for awarding a safety holiday and the process for scheduling its use:

1. To receive an award of a safety holiday at the start of a calendar year, an eligible employee must not have missed any work time due to an on-the-job injury, or filed any lost-time claim report with the District's Workers' Compensation insurance carrier, during the immediately preceding calendar year.

2. Department Head approval is required prior to use of the Safety Holiday.

3. New employees must have completed one full calendar year of employment to be eligible to for an award of a Safety Holiday.

4. Use of the Safety Holiday may be granted on notice of not less than 5 working days, provided that overtime for others will not result.

5. A Safety Holiday must be used in the calendar year in which it was awarded; Safety Holidays do not roll over into the subsequent calendar year. Any accrued but unused Safety Holiday hours shall be pay-out to the employee at the end of each calendar year.

6. Employees may accumulate up to a maximum of 8 hours of Safety Holiday time per calendar year.

**B. Vacation Leave (Policy # 302)**

Full-time, non-temporary employees accrue paid vacation from the first day of employment. Vacation accrual is calculated in hourly increments per pay period as shown below.

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Pay Period</u>	<u>Max. Accrual</u>
During 1 through 5	80 hours	3.08 hours	80 hours
During 6 through 10	120 hours	4.62 hours	120 hours
During 11 through 15	160 hours	6.15 hours	160 hours
After 15	200 hours	7.69 hours	200 hours

Each pay period, employees' vacation accounts will be credited with the appropriate number of hours for that period. It is the District's practice that employees not carry over from year to year more vacation time than one year's accrual amount. Unless otherwise authorized by the General Manager, accrued vacation time in excess of one year will be paid out in December of each year. Under specific circumstances, and upon approval of the General Manager, vacation time accrued in excess of one year may be carried forward.

Employees are not eligible to use vacation time during the first six months of their twelve-month probationary period, unless approved by the General Manager. Employees will not be granted vacation advances unless approved by the General Manager.

Vacation time accrues only while employees receive District pay. Vacation time does not accrue during periods of unpaid absence from work.

Employees will be paid for their accrued but unused vacation time at their final rate of pay upon termination of employment.

**PROCEDURE**

1. Scheduling

a. Scheduling for vacations shall be made in such a manner as to insure continuous and efficient departmental operations. All vacations are subject to cancellation in cases of emergency conditions.

b. Employees shall be given their preference in vacation time within the limits of the vacation schedule established by the Department Head who shall establish a system for assignment of vacations, which affords reasonable recognition of seniority. In the event that more than one employee requests the same vacation schedule, the request received and approved first shall have priority.

c. Requests for approval of vacation shall be submitted as follows:

i. For requests of more than three (3) days, employees shall submit a written request at least ten (10) working days prior to the requested time off.

ii. For requests of three (3) days or less, prior Department Head approval is required.

iii. Employees shall obtain Department Head approval by completing the appropriate request form.

d. Special consideration may be given when unusual circumstances occur or if an emergency occurs and an employee must take vacation without prior notice.

e. The Department Head must be advised, and approve the request, if an employee desires to cancel a request for vacation.

f. If a District holiday occurs during vacation leave, the employee's vacation accrual shall not be charged for that day.

g. If an employee on sick leave exhausts his/her sick leave accrual, the employee may then request to use vacation accruals to maintain a paycheck.

## 2. Vacation Pay-Out

Employees who separate from the District shall receive vacation payout for all unused accrued vacation in a lump-sum payment at the time the final paycheck is provided.

### **C. Base Paid Sick Leave (Policy # 303-A)**

All District employees are eligible for Base Paid Sick Leave.

#### 1. Purpose

Base Paid Sick Leave is intended to provide employees with a base amount of paid sick leave so that they may take a reasonable amount of paid time off each year in the event of their own illness or medical appointments or those of their family members, or because they are victims of domestic violence, sexual assault, or stalking. Base Paid Sick Leave is also intended to fulfill the requirements of California's "Healthy Workplaces, Healthy Families Act."

#### 2. Amount of Base Paid Sick Leave

All employees are provided with 40 hours of Base Paid Sick Leave upon commencement of employment and again at the beginning of each ensuing calendar year during their employment with the District. At the end of the calendar year in which they are first hired, employees may carry over into the immediately ensuing calendar year a portion of any unused Base Paid Sick Leave as follows: 30 hours if hired on or before March 31<sup>st</sup>; 20 hours if hired between April 1<sup>st</sup> and June 30<sup>th</sup>; 10 hours if hired between July 1<sup>st</sup> and September 30<sup>th</sup>; and 0 hours if hired on or after October 1<sup>st</sup>.

For employees already hired as of January 1, 2016, and for all subsequently hired employees at the end of the second calendar year-end following their hire, unused Base Paid Sick Leave will not be carried over from one calendar year to the next; however, the District will allow Regular Full-Time employees to transfer at the end of a calendar year any such unused time to their Supplemental Sick Pay account for use in accordance with the Company's separate "Supplemental Sick Pay" policy. Further, as noted above, at the beginning of each calendar year District employees will again be provided with 40 hours of Base Paid Sick Leave for their use under this policy during the ensuing calendar year.

### 3. Permitted Sick Leave Usage

To the extent possible, employees must provide reasonable advance notice of their need for California Paid Sick Leave under this policy. If the need is not foreseeable, the employee must provide notice as soon as practicable. Employees may request to be paid Base Paid Sick Leave upon oral or written notice to their immediate Supervisor or, if he/she is unavailable, to the Department Head or, if he/she is unavailable, to the Human Resources Manager, Assistant General Manager, or General Manager for any of the following reasons:

- The diagnosis, care, or treatment of their own existing health condition or that of their family member, or their own preventive care or preventative care for their family member.
- For employees who are victims of domestic violence, sexual assault, or stalking and wish to take time off purposes described in Labor Sections 230 (c) or 230.1(a), including time off to (a) obtain or attempt to obtain any relief, including a restraining order or other injunctive relief, to help ensure their own health, safety, or welfare or that of their child, (b) seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking, (c) obtain services from a domestic violence shelter, program, or rape crisis center, (d) obtain psychological counseling, or (e) participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family member" means (1) an employee's child (biological, adopted, or foster child, stepchild, legal ward, or in loco parentis), regardless of age or dependency status, (2) an employee's (or an employee's spouse or registered domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis, (3) an employee's spouse or registered domestic partner, (4) an employee's grandparent, (5) an employee's grandchild, (6) an employee's sibling, or (7) a designated person which is a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per 12-month period for paid sick days

### 4. Administration

If the need for paid sick leave is foreseeable, then employees must provide reasonable advance notification of their requests to use paid sick leave. If the need for paid sick leave is unforeseeable, then employees must provide notice of the need for the leave as soon as practicable. Employees are asked to complete and submit to their immediate Supervisor or, if he/she is unavailable, to the Department Head or, if he/she is unavailable, to the

Human Resources Manager, Assistant General Manager, or General Manager, a *Request for Time Off Form* advising payroll of their request for Base Paid Sick Leave in advance of their absence (if their absence is foreseeable) or immediately following their return to work (in the event of an unforeseeable absence) so that their request for pay can be timely processed. Base Paid Sick Leave must be used in increments of one-quarter (1/4) hour or more.

The District will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued Base Paid Sick Leave, attempting to exercise the right to use accrued Base Paid Sick Leave, filing a complaint with the Department of Industrial Relations alleging a violation of Article 1.5 of Chapter 1 of Part 1 of Division 2 of the California Labor Code, cooperating in an investigation or prosecution of any such alleged violation, or opposing any policy or practice or act that is prohibited by Article 1.5 of Chapter 1 of Part 1 of Division 2 of the California Labor Code. Any employee who feels he/she has been treated in a manner inconsistent with this policy or experienced any impediment to their permitted use of their accrued Base Paid Sick Leave should immediately contact the District's General Manager, Assistant General Manager or Human Resources Manager.

#### 5. Separation of Employment

Employees will not be paid for unused Base Paid Sick Leave at the time their employment with the District ends; however, if they are rehired within one year, they will have their previously accrued Base Paid Sick Leave reinstated.

#### 6. Compliance with "Healthy Workplaces, Healthy Families Act"

This policy is intended to comply with, and to fulfill the District's obligations under, California Labor Code Sections 245 through 249 (the "Healthy Workplaces, Healthy Families Act of 2014"), as amended from time to time.

### **D. Supplemental Sick Pay (Policy # 303-B)**

Regular Full-Time employees are eligible for Supplemental Sick Pay.

#### 1. Purpose

Supplemental Sick Pay is intended to provide eligible employees with additional economic security in the event of a protracted illness or extended disability leave of absence. Supplemental Sick Pay may not be used unless an employee has exhausted his/her Base Paid Sick Leave. Supplemental Sick Pay is not to be viewed as extra paid time off to be taken at an employee's discretion or confused with vacation or other types of leave. It is a benefit to be exercised under appropriate circumstances. Employees who misuse Supplemental Sick Pay will be subject to disciplinary action.

#### 2. Accrual of Supplemental Sick Pay

Regular Full-Time employees accrue Supplemental Sick Pay at the rate of 2.15 hours per pay bi-weekly period (or the equivalent of 56 hours per year). Accrual begins on the first day of active employment with the District (or from and after January 1, 2016, for employees employed with the District as of that date). Supplemental Sick Pay accrues only while an eligible employee is receiving his/her full regular District pay (through regular salary/hourly wages and/or paid time off such as paid vacation, Base Paid Sick Leave or Supplemental Sick Pay). Supplemental Sick Pay does not accrue during periods of unpaid or partially unpaid absences from work (for example approved unpaid leaves of absence or medical leaves when employees are "coordinating" State Disability

Insurance or Workers' Compensation benefits with Base Paid Sick Leave or Supplemental Sick Pay). The District does not advance Supplemental Sick Pay. As mentioned under the "Base Paid Sick Leave" policy above, eligible employees may also transfer to their Supplemental Sick Pay account on January 1<sup>st</sup> of each year any Base Paid Sick Leave remaining unused as of the close of business on the immediately preceding December 31<sup>st</sup>.

The District does not cap how much Supplemental Sick Pay employees may accrue over the course of each year. However, if an employee's accrued Supplemental Sick Pay exceeds 480 hours as of the end of the last pay period in November, then the excess time will be "cashed-out" pursuant to Section 7 below.

### 3. Permitted Uses of Supplemental Sick Pay

#### a. Short-term Personal Illness, Injury or Emergency

Supplemental Sick Pay is intended provide pay for eligible employees when they are required to miss work on a short-term basis due to illness, injury, or medical appointments and have their absence approved by the District. Supplemental Sick Pay must be used in minimum increments of one-quarter (1/4) hour or more for scheduled medical absences (doctor appointments, treatments, etc.) of which the District has received at least five days' advance notice and thereafter granted approval for such time off. Supplemental Sick Pay must be used in minimum increments of two (2) hours for unscheduled illness, injury or medical appointments, unless the absence is supported by a physician's certification, in which case Supplemental Sick Pay may be used in minimum increments of one-quarter (1/4) hour. Supplemental Sick Pay may not be used without approval of an employee's immediate Supervisor or, if he/she is unavailable, the Department Head or, if he/she is unavailable the Human Resources Manager, Assistant General Manager, or General Manager.

#### b. Family Member Illness or Injury

Eligible employees may use up to thirty-three (33) hours of Supplemental Sick Pay per year to attend to the illness, injury or medical appointments/preventative care of family members. For the purposes of this policy, "family member" has the same meaning as that provided for under the Base Paid Sick Leave policy above. Supplemental Sick Pay must be used for this purpose in minimum increments of one-quarter (1/4) hour or more for scheduled medical absences (doctor appointments, treatments, etc.) of which the District has received at least five days' advance notice and thereafter granted approval for such time off. Supplemental Sick Pay must be used in minimum increments of two (2) hours for unscheduled illness, injury or medical appointments, unless the absence is supported by a physician's certification, in which case Supplemental Sick Pay may be used in minimum increments of one-quarter (1/4) hour. Supplemental Sick Pay may not be used without approval of an employee's immediate Supervisor or, if he/she is unavailable, the Department Head or, if he/she is unavailable, the Human Resources Manager, Assistant General Manager, or General Manager.

#### c. Medical Appointments

As noted, accrued Supplemental Sick Pay may be used to in conjunction with preventative care. Routine physical checkups, examinations and dental visits are included in this category. Prior written approval is required to use Supplemental Sick Pay for this purpose. If possible, appointments should be scheduled for the first or last hour of the workday. If unable to report to work immediately following an appointment, the employee must contact the immediate Supervisor or, if he/she is unavailable, the Department Head or, if he/she is unavailable, the Human Resources Manager, Assistant General Manager, or General Manager, to advise them of the employee's health status and anticipated return to work time and/or date.

#### d. Extended Medical Leave



Employees on approved medical leaves of absence must use their accrued Supplemental Sick Pay while on such approved leaves.

e. Personal Leave

An employee may use up to (16) working hours per year to take care of personal appointments and charge that time to their Supplemental Sick Pay. Personal time will only be granted if the request for time off does not result in overtime compensation for another employee to provide coverage.

4. Administration

It is the responsibility of District Department Heads to monitor and review each request to use Supplemental Sick Pay and take action to control excessive use if there is reason to suspect it is being abused.

a. Notice of Illness/Emergency

It is the responsibility of the employee to personally notify (via a phone conversation) his/her immediate Supervisor or Shift Supervisor or, if they are both unavailable, the Department Head or, he/she is if unavailable, the Human Resources Manager, Assistant General Manager, or General Manager, of their illness, injury or emergency that will prevent them from reporting to work, unless medical conditions make personal notification impossible. For safety and scheduling purposes, notification shall be given prior to the normal start time, or as soon as possible thereafter. If possible, the probable duration of absence should also be provided. In cases of prolonged illness, employees are required to contact their direct Supervisor once per week to provide a status report on their condition.

Failure to provide proper notification will result in the denial of Supplemental Sick Pay, and may result in the District taking disciplinary action for failure to follow proper notification protocol and/or an unexcused absence.

b. Documentation

Requests to use Supplemental Sick Pay for scheduled absences must be submitted five (5) days prior to the scheduled absence by submitting a Request for Time Off form. Requests to use Supplemental Sick Pay for unscheduled illness, injury or medical appointments must be made by submitting a Request for Time Off form prior to leaving or immediately upon return to work. Requests to use Supplemental Sick Pay while on approved medical leaves of absence should be made at the time approval for such leaves is requested. When using Supplemental Sick Pay for short-term illnesses or injury, employees must furnish a physician's note verifying their injury or illness in order to obtain Supplemental Sick Pay if they are absent for more than three (3) consecutive work days. If an employee is absent for fewer than three (3) consecutive work days, a physician's note verifying their injury or illness is generally not required in order to obtain Supplemental Sick Pay; however, if the employee has used Supplemental Sick Pay for unscheduled absences on three (3) or more occasions during the immediately preceding three (3) months, then such a note will be required in order to receive Supplemental Sick Pay.

c. Denial of Supplemental Sick Pay

The District may deny an employee's request for Supplemental Sick Pay if it determines that the employee's absence was not for a reason permitted under this policy or if the employee fails to provide requisite notice and certification in a timely fashion. Disciplinary action, up to and possibly including termination, may also result from misuse of sick leave.

d. Integration of Supplemental Sick Pay with State Disability Insurance and Long-Term Disability Insurance

If an employee is unable to work due to an illness or injury not caused by work and the employee has been placed on an approved medical leave by the District, then the employee must use his/her accrued Supplemental Sick Pay benefits to supplement his/her pay while on leave. Such employees should also consider timely applying for State Disability Insurance (SDI) and/or Long-Term Disability Insurance benefits. Informational pamphlets and application forms are available from the Administration Supervisor. The District will consider “coordinating” Supplemental Sick Pay benefits with the long-term disability or SDI benefits so that employees on medical leave may receive something approximating their regular salary. However, the District’s ability to do so may be restricted by insurer/SDI rules. Employees will be asked to provide a copy of the SDI/LTD check stub to the Payroll Department as soon as possible after receipt, in order to receive timely payments of sick leave benefits available from the District.

**E. Work Related Injury or Illness**

1. Use of Paid Leave Benefit Accruals

Employees on approved Workers’ Compensation medical leaves of absence may elect to use accrued Supplemental Sick Pay (and if not available, vacation, floating holiday or compensatory time benefits) between the date of injury or illness and the date such injury or illness is determined to be eligible for Workers’ Compensation insurance benefits. When an employee begins receiving Workers’ Compensation Insurance payments, the employee’s Supplemental Sick Pay (and if requested, vacation, floating holiday, or compensatory time) may be coordinated with Workers’ Compensation temporary disability benefits so the employee may continue to receive gross pay approximating a normal biweekly paycheck. The District shall charge the employee’s appropriate Supplemental Sick Pay (or vacation, floating holiday or compensatory time account) on a pro-rata basis. If an employee exhausts all paid leave accruals and the Workers’ Compensation disability continues, the employee may be placed on a leave of absence without pay. ***See Policy #304 for details on Leaves of Absence.***

2. Restoration of Paid Leave Benefit Accruals

If the period of Workers’ Compensation disability exceeds twenty-one (21) days, the employee’s appropriate sick/vacation pay account will be restored. If the disability is less than twenty-one (21) days, the employee’s sick/vacation pay account will be restored, with the exception of the first three (3) days of disability. Restoration of the employee’s accrued sick/vacation pay account is subject to receipt of payment from the Workers’ Compensation Insurance carrier for the initial period of disability.

3. Return to Work

An employee who has returned to work following a work-related injury or illness and who is required by his/her physician to leave work for treatment during working hours shall have the option of using his/her accrued Supplemental Sick Pay (or, if such pay is exhausted, then his/her compensatory time or vacation pay) to provide pay for the time missed.

4. Holidays

If an employee is on an approved medical leave of absence and a holiday occurs during a period when the employee is using Supplemental Sick pay to maintain his/her regular pay, then the employee will not be charged Supplemental Sick Pay for that day and, instead, will receive holiday pay.

## **F. Supplemental Sick Pay Cash-Out Program**

To encourage employees to use their Supplemental Sick Pay judiciously, and to reward employees who do so, the District provides a partial Supplemental Sick Pay cash-out opportunity once each year. More specifically, employees who have accrued more than 56 hours of sick leave as of the last pay period in November may elect to cash-out up to 200 hours of accrued Supplemental Sick Pay, provided that the cash out must leave the employee with at least 56 hours remaining in their accrued Supplemental Sick pay account after the withdrawal.

The sick leave cash-out program is processed with the last payroll in November of each year. The cash-out is paid at the regular rate that the employee is receiving at the last pay period in November.

In addition, as noted under Section 2 above, employees may not carry over more than 480 hours of accrued Supplemental Sick Pay as of the last pay period in November in any year. Accordingly, if an employee has more than 480 hours of accrued Supplemental Sick Pay as of the last pay period in November in any year, then the District will include in the employee's paycheck for the last pay period in November a payment "cashing out" a sufficient number of hours of Supplemental Sick Pay such that the employee's accrued Supplemental Sick Pay as of the end of such pay period will not exceed 480 hours.

## **Separation of Employment**

Employees will not be paid for accrued but unused Supplemental Sick Pay upon termination of their employment with the District.

## **G. Leave of Absence (Policy # 304)**

The purpose of these policies is to establish guidelines governing leaves of absence and to ensure that leaves are granted on an equitable basis to all eligible employees. The policies will be administered in a manner that conforms to applicable state and federal laws. Unless the law requires a departure from the policies contained herein, the policies will be administered strictly as described below.

All leave time must be requested and approved by the employee's Department Head prior to submitting to the General Manager/designee for final approval.

## **PROCEDURES**

### **1. General Provisions**

- a. A leave of absence may include both paid and unpaid days.
- b. Unless governing law otherwise requires, seniority, vacation, sick leave and holiday benefits do not accrue during periods of unpaid or partially-unpaid leaves of absence.
- c. Regular merit increases shall be delayed for the length of time during which an employee is on an unpaid leave of absence.
- d. An employee who is granted a leave of absence that exceeds thirty (30) days must provide the District with two (2) weeks' notice prior to his/her anticipated return to work date.
- e. An employee who requires an extension to a leave of absence must request the extension two (2) weeks before the original leave expires.

f. Depending on the type of leave, the employee shall complete the appropriate section of their time sheet and/or the appropriate Leave of Absence Request Form, available from the Human Resources Manager. The District may also request additional documentation explaining the need for a leave, prior to granting such leave.

g. If the employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of a leave of absence, he/she may be considered to have voluntarily terminated his/her employment.

h. An employee returning from a medical leave of absence in excess of three days due to illness, injury or pregnancy may be required to provide a release to return to work (with or without further accommodation by the District) from his/her personal physician and clear it through the District physician where a physical examination may be required.

## **H. Bereavement Leave**

In the event of a death in the immediate family of an employee, the employee may request an unpaid leave of absence, up to five (5) working days per incident within three (3) months of the date of death of the family member. Such leave will be unpaid unless an employee utilizes their accrued vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

For the purpose of this policy, immediate family means an employee's spouse, registered domestic partner, child, grandchild, stepchild, parent, stepparent, parents-in-law, step-parents-in-law, grandparents, siblings, or any other person who is a legal dependent of the employee.

Bereavement leave in the case of death of other persons may be granted at the discretion of the District, and if granted, may be charged to the employee's available accrued leave.

The employee must notify his/her Department Head prior to the leave and must submit the written leave request on a time sheet upon return to work. The District may request documentation to substantiate such leave.

## **I. Reproductive Loss Event**

All employees who have been employed for the District for at least 30 days are entitled to an unpaid leave of absence up to five (5) days in total following a reproductive loss event. Such leave must be taken within three (3) months of the reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, the District will grant the employee a cumulative total of up to of twenty (20) unpaid days of leave; subject to the limitation that each unpaid leave of absence shall not exceed five (5) days.

A reproductive loss event is defined as: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

The leave of absence following a reproductive loss event is unpaid, though an employee may elect to utilize any accrued and available paid sick leave, vacation, personal leave, or compensatory time off that is otherwise available to the employee.

## **J. Military Leave and Military Spouse Leave**

The District provides unpaid military leave in conformity with the law. Employees of the District who enter the Armed Forces of the United States will be granted leaves of absence in accordance with federal and state laws governing such leaves. The Uniformed Services Employment and Reemployment Rights Act of 1994 governs reemployment rights after military service and protects against discrimination based on military service or training and applies to all employers.

To qualify for the right to leave and reemployment, the employee must give advance written or verbal notice to their supervisor; however, advance notice is not required if it is impossible or precluded by military necessity.

Additionally, qualified California employees will be given up to 10 days of unpaid leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the District with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the District certifying that the military member will be on military leave from deployment. Due to the detailed and changing nature of the rules governing Military Leaves, eligible employees are encouraged to contact the Human Resources Manager if they have any questions about the terms and conditions of such leave, or the documentation or certifications necessary to go on or return from such leave.

#### **K. Jury and Witness Duty**

Any employee called to serve on jury duty, to appear in court as a witness in a trial or administrative proceeding, or who needs to take time off to appear in court because they are the victim of a crime, may do so. Non-exempt employees shall receive compensation at their regular rate of pay for the work hours they miss while actually serving on a jury duty, up to a maximum of ten (10) days' pay. Exempt employees will similarly receive their regular full salary for up to ten (10) days; thereafter, they will receive their full weekly salary for any week in which they perform any work and serve on a jury or appear as a witness. If employees are excused and there is still at least four (4) hours left to the workday, they shall return to work. Jury fees, excluding mileage, received by non-exempt employees shall be remitted to the District. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by employees. Employees called for jury duty may have their regular schedule adjusted to accommodate the jury schedule.

In advance of the requested time off, employees shall complete the appropriate section of the Time-Off Request Form indicating the day(s) required for attendance and submit it to their Department Head, along with a copy of the subpoena for jury duty. Upon return, employees shall submit documentation of attendance for those dates.

It is understood that if a subpoena is received without advance warning, employees shall notify their Department Head as soon as possible and submit the appropriate documentation upon return to work.

#### **L. Time off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his/her supervisor at least two days' notice.

#### **M. Volunteer Firefighter and Reserve Police Leave**

Under California state law, employers with 50 or more employees shall provide unpaid leave for eligible employees under Volunteer Firefighter and Reserve Police Leave (VFRPL) if the employee is a volunteer firefighter, reserve peace officer, or emergency rescue personnel, and the employee requires time off to perform emergency services.

Employees may take temporary leave up to 14 days per calendar year in the aggregate for fire, law enforcement, or emergency rescue training. Such leave is unpaid unless an employee elects to utilize their accrued time off. This leave does not run concurrently with other leave laws.

Employees are also eligible for unpaid leave for required training. Employees who are official Volunteers should alert their supervisor that they might have to take time off for emergency duty. When taking time off for emergency duty, employees should alert their supervisor before doing so when possible.

#### **N. Leaves Related to Domestic Violence, Sexual Assault or Stalking**

The District will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The District requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the District with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor. Whenever possible, employees must provide reasonable advance notice to their supervisor and the Human Resources Manager of their intention to take time off for such purposes.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time. Unless an employee elects to utilize their accrued time off, leave taken pursuant to this policy shall be unpaid.

The District prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

#### **O. Crime Victims Leave**

The District will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the

child of a registered domestic partner of a victim. The District requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the District with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

#### **P. School Activities Leave**

School Activity Leave (SAL) applies to employers with twenty-five (25) employees at the same location. An employee is eligible to take if the employee:

- Is the parent or guardian of a student;
- Is the parent, guardian, or custodial grandparent of a child in kindergarten, grade school, or licensed day care.

“Parent” for purposes of this policy, means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

#### Qualification For Leave:

To qualify for this leave, an employee must be a parent and:

- Find, enroll, or reenroll their child in a school or with a licensed childcare provider;
- Participate in activities of the school or licensed childcare provider of their child;
- Address a childcare provider or school emergency.

Please note, under California law, the District is prohibited from discharging or discriminating against an employee who both: is the parent or guardian of a student; and takes time off, with reasonable notice, to appear at school because the student was suspended.

#### Duration of Leave

An employee may take a maximum to take up to 40 hours off per year, with reasonable notice to take SAL. The time off cannot exceed 8 hours in any calendar month of the year. An employee must elect to use paid accrued leaves concurrently (e.g. sick leave, vacation, etc.) in the same way they could for other qualifying purposes under the District’s policies. Otherwise, such leave under this policy will be unpaid.

#### Notice Requirement

The employee is required to provide the District with reasonable notice of the need for SAL. The District may ask for proof that the employee utilized the time for child-related activities permitted under California law.

#### **Q. California Family Rights Act**

The California Family Rights Act (CFRA) authorizes eligible employees to take up a total of 12 weeks of job-protected unpaid leave during a 12-month period. While on leave, employees keep the same employer-paid health benefits they had while working. Eligible employees can take the leave for one or more of the following reasons:

- The birth of a child (including the child of a domestic partner) or adoption or foster care placement of a child.
- To care for an immediate family member (spouse, domestic partner, child of any age, parent, sibling, grandparent or grandchild), or designated person (a designated person, means any individual related by blood or whose association with the employee is the equivalent of a family relationship. A designated person may be identified by the employee at the time the employee requests paid sick days) with a serious health condition.
- When the employee is unable to work because of a serious health condition (excluding pregnancy).
- A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age), or parent in the United States Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code.

Employees must notify their supervisors and the Finance and the Human Resources Manager in writing as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with the District's normal call-in or notice procedures. CFRA leave is unpaid unless an employee decides to utilize their accrued time off.

All requests for CFRA Leave should include enough information to make their supervisors and the Human Resources Manager aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, the District reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once aware the employee needs leave, the District will inform the employee as to whether the employee is eligible under CFRA for such leave. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to CFRA Leave, both employees are entitled to 12 weeks of leave each.

The District will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee's or another person's CFRA Leave; nor will the District interfere with or limit the exercise or attempted exercise of such rights.

## **R. Pregnancy Related Disability Leave**

The District recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, the District provides leave for the period of actual disability ("Pregnancy Disability Leave"), up to a maximum of four months. Pregnancy Disability Leave may be taken



intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

Whenever possible, an employee should submit a written request for Pregnancy Disability leave to their supervisor and the Human Resources Manager as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the District of the need for Pregnancy Disability Leave. If it is not practicable to give 30 calendar days' advance notice of the need for such leave, the employee must notify the District as soon as practicable after she learns of the need for such leave. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.

A request for a Pregnancy Disability Leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. Upon expiration of the time period for the leave estimated by the health care provider, the District may require the employee to provide another medical certification if additional leave time is requested.

An employee taking Pregnancy Disability Leave must substitute any accrued sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. Except to the extent that paid leave is substituted for Pregnancy Disability Leave, such leave will be unpaid. The substitution of paid leave for Pregnancy Disability Leave does not extend the total duration of the leave to which an employee is entitled.

During an employee's Pregnancy Disability Leave, the District will continue to pay for the employee's participation in the District's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the District for the payment of such premiums.

All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The District may recover from the employee the amount of premiums that the District paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired due to a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses later not to return after the CFRA leave, in which case the District can recover such premium amounts; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy Disability Leave, unless the employee chooses not to return after the Pregnancy Disability Leave, in which case the District can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following such leave, in which case the District can recover such premiums, or (iv) other circumstances beyond the employee's control.

Employees on Pregnancy Disability Leave will accrue employment benefits, such as sick leave, vacation, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be

entitled to such accrual. Employee benefits may be continued during the unpaid portion of the Pregnancy Disability Leave according to the provisions of the District's various employee benefit plans.

Unless the District and the employee have already agreed upon the employee's return date, an employee who has taken a Pregnancy Disability Leave must notify the District's Human Resources Department at least two business days before her scheduled return to work or, as applicable, transfer back to her former position. An employee who timely returns to work at the expiration of her Pregnancy Disability Leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a Pregnancy Disability Leave must be released by her doctor to return to work. The return-to-work release should be in writing and submitted to the Human Resources Department on or before the employee's return.

## S. Work Related Injury or Illness Leave of Absence

The California Workers' Compensation laws cover all employees. These laws are important if employees are injured or become ill as a result of work or working conditions. In addition to temporary disability benefits, Workers' Compensation insurance coverage also provides permanent disability benefits, rehabilitation and death benefits. The District pays the full cost of Workers' Compensation insurance premiums.

1. If an employee is injured or becomes ill as a result of District-related work, the employee must report to his/her Department Head immediately. The Department Head will see that the employee gets immediate medical attention, if necessary, and that the required reports of the injury or illness are completed. If an employee does not report promptly, Workers' Compensation insurance benefit rights may be lost.

2. An employee on a leave of absence due to a Workers' Compensation claim shall complete the Workers' Compensation Form (Employee's Claim Form – DWC Form 1). If off work for more than a few days, the employee shall report regularly to his/her Department Head so that the Department Head can be fully apprised of the employee's medical status.

3. The District's Workers' Compensation insurer administers employees' claims for Workers' Compensation benefits, and any disputes concerning such benefits are adjudicated before the Workers' Compensation Appeals Board. Generally, in order for an employee to be eligible for Workers' Compensation benefits, an employee must be found to have an injury/illness that is work related, time off work must be necessary, and the duration of time off requested must be warranted. The District requires a certification from the health care provider regarding the need for Workers' Compensation disability leave, as well as the eventual ability to return to work from the leave. Temporary Total Disability pay benefits received from the Workers' Compensation Insurance Fund may be integrated with the employee's available Base Paid Sick Leave and Supplemental Sick Pay, as described in **Policy #303** in this manual. The District will maintain group health insurance coverage for employees out on Workers' Compensation medical leaves (on the same terms as if they were actually working) for a cumulative maximum duration in any rolling twelve-month period equal to (a) the period the employee uses his/her available accrued leave to maintain his/her full salary during any medical leaves (industrially-related or non-industrially-related) taken during such twelve-month period, plus (b) thirty (30) days. Thereafter, employees will be required to make a COBRA election and pay for the costs of such COBRA coverage if they wish to maintain their coverage under the District's group health insurance plan. While the District is maintaining employees' group health insurance coverage, the employees remain responsible for paying their share of their group health insurance premiums, and they should make arrangements with the District for payment of such premiums prior to departing on leave (or, when the need for leave was unforeseeable, as soon as possible after commencing leave).

4. Workers' Compensation leave shall continue until the employee either:

- a. Is determined to be physically able to return to duty, with or without further accommodation by the District; or
- b. Accepts employment outside the District; or
- c. Accepts employment in another District position; or
- d. Is permanently disabled and unable to return to his/her original position, with or without further accommodation by the District; or
- e. Business necessities require filling the employee's position; or
- f. The employee elects retirement.

5. Unless the District's Workers' Compensation carrier provides temporary disability pay for such visits, an employee who has returned to work following an accepted Workers' Compensation injury or illness and who is required by his/her physician to leave work for treatment during working hours shall have that time charged to sick leave, vacation, floating holiday or comp time accrual, at the employee's option.

6. Employees seeking to return to work following Workers' Compensation medical leaves must provide medical certification from their health care provider verifying that they can return to work and safely perform their duties, with or without further accommodation by the District. Employees will generally be reinstated to their original position. However, employees returning from Worker's Compensation leaves have no greater rights to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated or filled due to business necessities, then the employee may not be entitled to reinstatement.

7. Other Accommodation of Disabled Employees

Employees who exhaust the leave available to them under the Medical Leave policy above, but remain temporarily disabled and unable to return to work due to a disability (including disabilities associated with pregnancy or childbirth), may request further leave as a form of reasonable accommodation. Requests for such reasonable accommodation leave should be submitted to the General Manager, and the District will assess whether such requests can be accommodated on a case-by-case basis. Further medical certification may be requested. Leave granted under this policy will be on an unpaid basis; however, employees may use any remaining available accrued leave and they may also be eligible for State Disability Insurance benefits. Employees covered under the District's group health insurance plan who are granted a leave under this policy will no longer be eligible for regular coverage under the District's insurance plan, but they may be eligible for coverage at their own expense. Employees will not accrue paid Vacation, Supplemental Sick Pay or Holiday Pay while on a reasonable accommodation leave of absence.

In addition to the leave programs described above, the District will undertake other reasonable accommodations that will allow disabled employees to perform the essential functions of their positions, including reassignment of non-essential tasks, and placement in other open positions for which the employee is qualified. Employees requiring such additional accommodations should contact the General Manager or the Human Resources Manager. Requests for reasonable accommodation should include certification from employee's health care providers (a) verifying the general nature of the employee's disability, (b) describing the functional

limitations/impact on work associated with the disability, and (c) the proposed accommodations recommended by the health care provider.

#### **T. Personal Leave**

An employee may be granted up to two working days off to care for personal appointments and charge that time to their Supplemental Sick Leave accrual. Personal time will only be granted if the request for time off does not result in overtime compensation for another employee to provide coverage.

#### **U. Personal Leave of Absence without Pay**

The District offers a generous benefits package in the form of Base Sick Leave, Supplemental Sick Leave, Personal Leave, Vacation, Compensatory Time, Floating Holiday, Safety Day, and Management Leave. Leave of absence without pay is not permitted by the District when said accruals are insufficient, except as described below:

1. Medical emergency documented by a hospital or physician.
2. Pre-scheduled medical leave for surgery or medical procedures. Documentation by a hospital or physician is required.
3. Any catastrophic non-medical event that requires a leave of absence without pay, provided that the employee submits official supportive documentation. In this instance, leave of absence without pay must not have been taken in the previous twenty-four (24) months.
4. An employee may request an unpaid personal leave of absence, if needed for compelling reasons as noted above, by making a written request at least ten days in advance (with the exception of items 1 and 3 above) to the General Manager, who has the authority to approve or disapprove the request.

#### **V. Parental Leaves of Absence**

The District is pleased to provide Parental Leave on the following terms and conditions.

1. **Eligible Employees.** Employees with newborn children, newly-adopted children, or newly-placed foster care children are eligible to take Parental Leave if they have twelve or more months of service at the District and have worked 1,250 hours or more during the 12 months immediately preceding their leave.
2. **Qualifying Events.** Eligible employees may take Parental Leave to bond with their newborn child, newly-adopted child, or a newly-placed foster-care child.
3. **Length of Leave.** Eligible employees may take up to 12 weeks of Parental Leave in a rolling 12-month period. This rolling 12-month period is measured backward from the date an employee's Parental Leave is to commence to determine the amount of leave the employee then has available.

Use of Leave on Intermittent or Reduced Schedule Basis. Parental Leave must commence and be completed within one year of a child's birth, adoption, or placement for foster-care. Parental Leave generally must be used in minimum increments of two weeks duration, but requests for leave of shorter duration will be granted on any two occasions.

4. Non-Paid Leave. Parental Leave is granted on a non-paid basis. Employees on Parental Leave may, however, be eligible for state paid family leave benefits. In addition, should they so desire, employees may use any available accrued leave to maintain their normal level of compensation during any otherwise unpaid portion of their Parental Leave (employees receiving state paid family leave benefits may have their use of such paid time off coordinated with those state benefits).

5. Accrual of Benefits. Employees covered under the District's group health insurance plan will have their insurance coverage maintained by the District during their Parental Leave on the same terms and conditions as if they were actively working. Employees will need to make arrangements to continue paying their normal share of premiums, if any, during their Parental Leave. Please note that employees who fail to return to work after a Parental Leave for reasons other than the continuation, recurrence, or onset of a serious health condition, will be obligated to reimburse the District for the health insurance premiums paid on their behalf while they were on Parental Leave. Employees out on an otherwise unpaid Parental Leave (i.e., when they are not receiving state paid family leave benefits or using their accrued paid time off to maintain their pay) will not accrue paid Vacation, Supplemental Sick Pay or Holiday pay.

Requests submitted for reasons other than those mentioned above will be deemed denied. Absence from work associated with unapproved leave of absence without pay is considered an unexcused absence and subject to progressive discipline as described in Policy 407: Rules and Regulations.

An employee shall report for work the day following the last day of the leave or may be terminated with the effective date being the last day worked.

An employee must use all available accrued leave before eligibility for authorized personal unpaid leave as part of the total leave request. It is the employee's responsibility to verify the availability of accrued time so as not to revert to leave of absence without pay. A request for time off should not be submitted unless there is enough accrued time.

Irrespective of the cause for leave of absence without pay, the District will pro-rate the Cost-of-Living Adjustment (COLA) based on hours paid in the twelve (12) month period prior to July 1st of each year. All benefits paid by the District as otherwise indicated by this manual will be pro-rated on the basis of hours worked inclusive of compensation merit increases and COLA. All associated costs of other benefits such as health, dental, and vision insurance that are the employee's responsibility will be deducted from the employee's pay in the month the expense is incurred.

#### **W. Leave for Organ and Bone Marrow Donation**

The District will grant an employee the following leaves of absence:

- Bone Marrow Donation: A paid leave of absence of up to five business days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- Organ Donation:
  - A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
  - An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

Leaves of absence under this policy are unpaid unless an employee utilizes their accrued time off, such as earned and unused sick or vacation time. If an employee decides to utilize their accrued time off, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the District's Human Resources Department that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the District will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the District will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The District may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

## **X. Kin Care Leave**

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

- Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee's covered family member.
- For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.
- If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims' services, obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But, no more than one-half of the employee's annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

A "family member" for the purposes of this policy is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic

partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling,

Please note, leave under this leave is unpaid, unless an employee elects to utilize their accrued time off. This statute runs concurrently with paid sick leave, and CFRA leave.

#### **Y. Other Leaves**

Except where pay is required by law, the District will provide unpaid leave as required by state and/or federal law.

#### **Z. Expense Reimbursement (Policy # 305)**

The District has established the following procedure regarding reimbursement for travel and other District related business expenses.

#### **PROCEDURE**

1. Employees shall obtain Department Head approval prior to incurring any District reimbursable expenses related to travel or other business functions.

2. The decision of the General Manager shall be final in cases where conflict of opinions on reimbursement exists. The following guidelines shall govern the approval of the General Manager.

a. While attending approved functions, the burden of responsibility for sound judgment in expending District funds rests with the attending employee.

b. A fixed reimbursement amount is set by the General Manager to cover all meals not otherwise included in the registration fee.

c. Reimbursement of expenses shall be based on the minimum number of days and hours required transacting District business.

d. The employee shall submit receipts, whenever possible, with itemizations and explanations in order to receive reimbursement for miscellaneous expenses such as cab fares, telephone calls, fees and tips and other incidental expenses.

#### **3. Vehicle Use/Reimbursement**

Prior approval of the General Manager/designee must be obtained for use of a District vehicle. If there is no District vehicle available, employees may request the use of their own vehicle.

Employees approved to use their personal vehicles shall provide the District with proof of valid insurance. The employee shall receive reimbursement at the rate currently established by the Internal Revenue Service.

Whenever possible, employees shall pool rides when traveling on District business.

#### **4. Travel Arrangements and Reimbursement**

All travel reimbursement requests must be in accordance with the travel policy of the Governing Board members. Reimbursement requests with receipts shall be submitted to the Department Head for approval on the expense

reimbursement form. Approved reimbursement requests shall be forwarded to the Department Head and General Manager for payment.

The District may not reimburse expenses that are not fully supported by receipts.

#### **AA. Training and Development (Policy # 306)**

It is the policy of the District to encourage all employees to expand their knowledge and level of professionalism relevant to the operations of the District's plant and facilities. The purpose of this policy is to outline the standards and procedures under which the District will provide financial support for activities that further the goals of preserving and improving the plant's capacity to operate efficiently and economically.

#### **PROCEDURE**

##### **1. Professional Associations/ Technical Groups**

The General Manager may approve payment for membership in craft, trade or other professional organizations that further the goals described above. The employee shall provide evidence of their active participation in support of continued membership payment. The following types of memberships may be approved for payment:

- a. Memberships in local and state associations for all employees.
- b. Memberships at state and national level for Department Heads and above.
- c. Memberships required attending a conference for which the District has requested employee attendance.
- d. Memberships to carry out duties of an office or in other special circumstances.

The District supports and will reimburse attendance at professional association dinner meetings and workshops, including late afternoon workshops. With prior approval by the General Manager, the District will allow the employee to attend the workshop on District time in accordance with the following conditions:

- a. No overtime is involved;
- b. Employees attending a local meeting must return to work after the meeting or immediately if they are called and notified there is a problem; and
- c. Employees will not consume anything containing alcohol while at the meeting since they will be returned to work and may be called back at any time if they are needed.

##### **2. Seminars/Workshops, Certification Review Courses**

The District may elect to send employees to approved training programs, seminars, and/or conferences from time to time. While these programs are normally scheduled during regular working hours, there may be evening or weekend classes or activities.

Employees who desire to attend a seminar must submit a written request, including estimated expenses, to the Department Head/General Manager for approval. Reimbursements shall be processed in accordance with the District's Expense Reimbursement ***Policy #305***.



### 3. Tuition Reimbursement

The District may reimburse an employee desiring to further his/her education for the purpose of improving on-the-job performance. The General Manager's approval may be given for courses within the scope of the employee's professional field and/or District job responsibilities provided that the overall requested reimbursement does not exceed \$1,500 per calendar year. Such approval must be granted before an employee begins the course study.

Class and study time must be outside of the employee's regular working hours. The District shall not compensate travel and related expenses.

To receive tuition and fee reimbursement, the employee shall submit a receipt and proof of completion of all approved courses with at least a "C" grade or its equivalent, within sixty (60) days of completion of attended course(s). If the employee is eligible for course reimbursement by another agency, the District will not duplicate reimbursement.

#### a. Employee Initiated Requests

The District will not reimburse employees who have requested tuition assistance for the following expenses: fees associated with parking, application, health, transcript, student union, late registration, fees imposed for breakage or damage of equipment, transportation costs incurred, or special assignments relating to the course of study and miscellaneous supplies.

Textbooks may be reimbursable at the District's option provided there is a use at the District as reference material. If reimbursed as part of the \$1,500 allowance, based upon actual receipts, the books become District property upon completion of the course.

#### b. District Initiated Requests

If the District requests an employee to attend specific courses, the District pays the full cost of tuition, required texts, supplies, and miscellaneous fees for courses. If the courses/seminars occur during working hours, the employee will be compensated at the regular pay rate for those hours within the employee's regularly scheduled workday. Overtime is addressed in Section 5 below.

Transportation will be provided by District automobile and/or mileage reimbursement only for those courses requested by the District.

#### c. Reimbursement

- i. Requests for educational reimbursement shall be made in writing, requiring first the written approval of the Department Head and then the written approval of the General Manager. Requests shall be complete and include course title, school, dates, costs and evidence that the course is job-related to the currently held position.

It is recommended that employees do not register for classes or make payment of fees until reimbursement is approved. Reimbursement will not be made in the event that the employee registers prior to receiving approval.

- ii. An employee who separates from District service, either voluntarily or involuntarily prior to completion of a course will not be reimbursed.
- iii. An employee, who withdraws from a course at the request of the District or is required to withdraw due to reassignment, shift change, etc., will be reimbursed for the costs incurred by the employee.

#### 4. Certifications and Licenses

The District may reimburse employees for the costs associated with obtaining licenses and/or certifications as required by their position. Reimbursement will be provided for certifications and licenses, upon approval of the General Manager, based on the following guidelines.

- a. Upon successful completion and passing the examination, the District will reimburse employees for fees related to any relevant professional examinations, certificates and licenses.
- b. The District will make every effort to accommodate professional programs and exams with work schedule changes within the same pay week. However, employees are to take any classes or exams on their own time.
- c. The District will reimburse employees for certification renewal fees.

#### 5. Overtime

- a. Non-Exempt Employees: Employees attending a District requested one-day meeting shall be paid for any overtime hours and travel time incurred. Overtime will not be paid for any non-business portion of a seminar or workshop program that requires overnight accommodations.

Employees who voluntarily choose to attend a seminar or conference on their regularly scheduled day(s) off shall not be paid overtime for attendance.

- b. Exempt Employees: The District will not pay overtime to exempt (professional and/or management) employees for any time related to attendance at conferences, seminars or other professional meetings.

### **BB. Insurance Protection (Policy # 307)**

The District presently provides medical, dental, vision, life and long-term disability insurance to regular, full-time employees. Employees' eligible dependents are eligible to participate in the medical, dental and vision insurance programs. The District presently contributes one hundred percent (100%) of the premiums for all coverage.

The District also participates in Social Security, State Unemployment Insurance, and State Disability Insurance.

#### 1. Group Health Initial Enrollment Periods

Coverage begins on the first day of the month following the date of hire for life, health, and vision coverage. Dental insurance requires a thirty (30)-day waiting period.

#### 2. Social Security

All employees are covered by the Federal Social Security Act. A required percentage of an employee's salary is deducted to pay the employee's portion of this protection and the District matches this deduction dollar for dollar. This plan was designed for an employee's future security and that of the employee's dependents by providing retirement, disability, death survivor and Medicare benefits.

3. State Unemployment Insurance

This program is funded entirely by the District and is eligible to all employees. The program provides weekly benefits to employees who become unemployed through no fault of their own or circumstances described in the law. Benefits are not automatic. Employees must complete the required form to receive benefits. These forms are available from your local Employment Development Department office.

4. State Disability Insurance

This program provides for temporary disability benefits up to twenty-six (26) weeks for California employees unable to work because of a disability due to a non-occupational accident, sickness, or disease. The fund is financed through deductions from each employee's taxable earnings as established by law. Benefits are not automatic. Employees must complete the required form to receive benefits. These forms are available from your local Employment Development Department office.

5. Workers' Compensation Insurance

The District carries insurance to cover the cost of work-incurred injury or illness for all employees. Benefits help pay for an employee's medical treatment and for part of the income lost while recovering. *Refer to Policy #304* for more detailed information regarding this program.

6. Long Term Disability Insurance

Long Term Disability Insurance is available to eligible employees on the first day of the month following thirty (30) days of continuous employment. Benefits require a six (6) month waiting period.

7. Short Term Disability Insurance

Short Term Disability Insurance is available to eligible employees on the first day of the month following thirty (30) days of continuous employment. Benefits require a sixty (60)-day waiting period.

8. 457 Deferred Compensation Plan

The District presently offers a 457 Deferred Compensation Plan for eligible employees. Employees are eligible after six (6) months of employment to contribute their own funds, through payroll deduction, for tax deferred retirement savings. The District does not match the employee's contribution. See the Summary Plan Description for further details.

**CC. Other Benefits (Policy # 308)**

The District endeavors to provide a comprehensive suite of benefits to retain existing employees, attract potential future employees, and reduce employee turnover. Many of the benefits provided are referenced in other human resource policies. This policy describes the other employee benefits currently provided by the District that are not referenced in other policies. As is the case with all other benefit programs, the District reserves the right to amend,

modify, supplement, or rescind any of these benefit programs at its discretion, subject to any law, regulation, or plan provision to the contrary.

### **Performance Incentive Program**

The District recognizes that employees who have worked in a given position for some amount of time may reach the top of their position's salary range and will not be eligible for further merit increases. In order to acknowledge and encourage those employees who are not otherwise eligible for merit increases, but continue to demonstrate outstanding work habits and exemplary performance, a performance incentive may be granted. To be eligible, employees must meet specific performance criteria including, but not limited to, completing a majority of their annual goals, and receiving a minimum aggregate score of 80 out of 100 on their annual performance review. Employees meeting the performance incentive criteria are able to earn a one-time payment up to an amount ranging from 1-2% of their annual salary.

### **457 Deferred Compensation Plan**

The District offers employees who have attained over six months' employment two options for tax-deferred savings plans from CalPERS, managed by Voya Financial or Lincoln Financial Group. A 457(b) plan is a supplemental retirement plan for employees who meet eligibility criteria. The plans allow employees to save for retirement pre-tax, which reduces their current taxable compensation, through a variety of investment options. The District does not match funds.

### **Education and Training**

Upon approval, employees may be eligible for reimbursement of tuition costs (up to \$1,500) upon successful completion of a course or training considered to be mutually beneficial to the employee and the District. The District also may provide a one-time incentive of \$1,000 per eligible employee who has, or will acquire, certifications above their job requirements. For more information see Policy #306.

### **Retiree Health Plan**

The District currently offers employees a generous retiree health plan once they have attained a minimum of 10 years employment and are at least fifty (50) years old. The District presently contributes towards the premium for the health insurance plan, designated by the District's Governing Board from time to time at a rate beginning at 50%, increasing by 5% per year, up to 100% after 20 years of employment.

### **Banking and Credit Union Participation**

District employees are eligible to join the Community West Credit Union, Kinecta Credit Union, and Santa Barbara County Federal Credit Union as a District employee. Information on the services offered is available by request from the Finance Director.

### **Flex System (Section 125 Plan)**

District employees who have completed 90 days of employment may elect to participate in the Flex Flexible Spending Account. This allows employees to contribute a set dollar amount from each paycheck pre-tax, to a healthcare account. This account can be used to pay for out-of-pocket healthcare costs, such as co-payments, prescriptions, dental, and prescription glasses.

## **Cellular Phone Discounts**

District employees are currently eligible to receive a discount on cellular telephone plans from AT&T, Sprint, and Verizon. Discounts vary by company.

## V. RULES AND REGULATIONS

### A. Conflict of Interest (Policy # 401)

Employees are expected to devote their best efforts and attention to the full-time performance of their job, to use good judgment, to adhere to high ethical standards and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the District. A conflict of interest exists when an employee's loyalties or actions are divided between the District's interests and those of another, such as a competitor, supplier, customer or other employer. Both the fact and the appearance of a conflict of interest should be avoided. The District has developed the following policies in an effort to limit the possibility of such conflicts arising.

#### 1. Outside Employment

No full-time employee shall engage in employment or outside business activity that may constitute a conflict of interest for the employee or the District. Employees should advise the General Manager in writing, before engaging in any secondary employment or business activity.

Employees who have secondary jobs are expressly prohibited from wearing any District emblem, badge or other employee identification while in the employment of someone other than the District.

Additionally, no employee in any category (full-time, probationary, at-will or temporary) shall engage in any outside employment whatsoever during the employee's regularly scheduled working hours. **Employees are prohibited from using District resources.**

Written approval from the General Manager is required before any employee conducts business on behalf of the District with a member of the employee's family or a business or organization in which the employee or a family member has a significant association.

If an employee has questions about whether an activity may constitute a conflict of interest, the employee should discuss the matter with his/her Department Head or the General Manager/designee before becoming involved.

#### 2. Political Activity

District employees shall not, directly or indirectly, solicit a political contribution from officers, directors or employees of the District or from persons on the employment lists of the District, except where the solicitation is part of a solicitation made to a significant segment of the public which may include officers, directors or employees of the District. District employees are further prohibited from (a) participating in political activities of any kind while in District uniform, (b) engaging in political activities during working hours, or (c) engaging in political activities on the premises of the District.

### B. Drug and Alcohol Abuse (Policy # 402)

The District is committed to protecting the health, wellbeing, and safety of individual employees, their co-workers, and the public at large from the hazards caused by illegal drugs, alcohol or controlled substances. Because of the importance of this commitment and the addictive and secretive nature of substance abuse, accomplishing this goal will require the full support of Department Heads as well as that of each employee. The presence and/or use of illegal drugs and alcohol on the job, and the influence of these substances on employees during working hours, will not be tolerated.

The District is committed to providing a substance-free (alcohol, drugs and other controlled substances) workplace through the development and administration of policies, guidelines and programs.

The following policy on substance abuse is adopted as an initial step toward reaching this goal:

## **PROCEDURE**

1. Employees are expected and required to report to work on time, free of any evidence of mental or physical impairment that may be attributed to the abuse of drugs or alcohol.

2. Employees must not unlawfully manufacture, possess, distribute, dispense, transfer, purchase, use, furnish, sell, or offer alcohol, illegal drugs or other controlled substances (as defined under Federal and California Law) while on the job or on District premises, or while operating a vehicle that is owned or leased by the District. Employees must not be under the influence of any illicit drug or alcohol, or be impaired by any prescription drug in a manner that precludes them from safely and efficiently performing their key job duties while in the workplace. Proof that an employee furnished, sold, or offered alcohol, illegal drugs or controlled substances while on the job or on District premises will result in termination of employment. Possession of or use of alcohol, illegal drugs or controlled substances while on the job or on District premises will result in disciplinary action, up to and possibly including immediate termination.

3. Use of prescribed medications and drugs in accordance with physician's instructions is not a violation of this policy, as long as the medications or drugs do not interfere with the safe and effective performance of duties.

4. An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and arrangements may be made for safe transportation from the worksite.

5. Upon review and recommendation by two District personnel, the District will transport an employee who is reasonably suspected to be under the influence of alcohol or drugs, as defined above, to a District designated clinic for the appropriate testing procedure. The attending physician shall determine the employee's physical condition with respect to the employee's ability to perform the required work.

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

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

8. The District will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. If a physician determines an employee is disabled from working because of substance dependency the employee may be eligible for sick leave and other continuation benefits. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation but fail to overcome

their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation.

9. Employees must, as a condition of employment, abide by the terms of this policy statement and notify the General Manager in writing of any convictions for violations of a criminal drug statute occurring in the workplace within five (5) days after the conviction. Under the regulation implementing the Drug-Free Workplace Act, the District is required, within thirty (30) calendar days of receiving such notification, to take appropriate personnel action.

10. Evidence of employees who possess, use, or are involved in furnishing, selling, or offering illegal drugs while on the job or on District premises must be reported to the General Manager. Any questionable substance found shall be submitted to the appropriate law enforcement office for testing and will be subject to criminal investigation.

### **C. Smoking Policy (Policy # 403)**

The District is a non-smoking workplace and specifically prohibits smoking in enclosed areas, District vehicles, or areas in proximity of entrances on the District property.

Employees are prohibited from smoking while on District time, except for during meal and rest period breaks.

Smoking is permitted in the southwest corner of the shop located in the P&M building, parking lots, and all roadways around the plant, except where posted, and as long as doorways, walkways, and parking areas are not blocked or littered.

### **D. Driving on District Business (Policy # 404)**

Employees whose job duties necessitate driving vehicles in the course of their employment need to maintain certain acceptable standards. The privilege of driving is granted through the issuance of a license by the Department of Motor Vehicles. Certain proficiencies and physical requirements must be proven prior to the granting of such license. The failure to meet these requirements results in revocation or the non-issuance of such a State License.

In addition, insurance companies have established certain requirements of drivers in order to meet insurability at standard premium rates. Drivers not meeting certain underwriting standards are not eligible for these rates. In accordance with the District's insurance company requirements, the District shall institute and enforce the employee driving eligibility standards as set forth in this policy and procedure. Employees who fail to adhere to these standards may be subject to termination if their job duties regularly require driving a motor vehicle.

## **PROCEDURE**

### **1. District Responsibility**

a. All employees shall be informed of this policy's minimum eligibility standards (hereafter known as standards) and acknowledge the reading of it by signing a "Driving Standards Acknowledgment" form that shall be retained in the employee's personnel file.

b. Job Descriptions shall state that employees must continue to meet the established driving standard and that it is a condition of employment for that position.



c. Driving standards shall be enforced consistently and fairly among all employees working in classifications where driving is required.

d. Department of Motor Vehicles license checks shall be made semi-annually on employees who drive a vehicle on District business.

e. The names of employees not meeting the standards shall be provided to the appropriate Department Head as soon as the District receives notice of an employee's failure to comply with the standards, and the Department Head or designated representative shall then notify the affected employee.

## 2. Employee Responsibility Driving Standards

Minimum Eligibility Standards include:

a. Employees must possess a valid California Driver's License to legally operate the class of vehicle(s) they are required to operate in their employment. For those positions that require a Class B driver's license, the District shall reimburse the cost of the DMV driver's license fee.

b. Employees are responsible for notifying the District if their license is suspended or if they receive notification from the Department of Motor Vehicles of intent to suspend their license.

c. Employees are required to maintain a current medical certificate for classes of licenses requiring such certification.

d. All occupants of District owned vehicles or motor trucks shall utilize safety belts. Any defective safety belts shall be immediately reported to the Department Head.

e. Employees accumulating four (4) violation points as valued and enumerated in the Department of Motor Vehicles' Negligent Operator Count sheet (as the same may be modified by the DMV from time to time) within any rolling three (3)-year period shall be considered in a disciplinary status and shall be required to attend a defensive driving class. Upon completion of the class, the employee shall provide the General Manager/designee with either a copy of the certificate of completion or a written description of the duration and contents of the training course attended. Department of Motor Vehicle checks will be made quarterly on employees in a disciplinary status.

f. Employees accumulating six (6) violation points as valued and enumerated on the Department of Motor Vehicles' Negligent Operator Count sheet within any rolling three (3)-year period shall be excluded from the pooled layer of automobile liability coverage. The District may implement further disciplinary action up to and including termination of employment if an employee is unable to perform the position responsibility of operating a motor vehicle.

g. The conviction date (as determined by the DMV) for the first relevant violation will be considered as the starting date for the rolling three (3)-year period discussed in #d and #e above.

h. The provisions of items #d and #e shall apply regardless of whether the negligent driving which resulted in acquiring the violation points was or was not in the course of employment.

## 3. New Employees

Prospective employees whose job would require driving in the course of their employment are required to provide an up-to-date Motor Vehicle license report. The applicant's driving record must be satisfactory to meet the insurability requirements of the District's insurance carrier to be considered eligible for District employment.

#### 4. Current Employees

Current employees failing to meet the requirements of the valid Driver's License (item 1 of minimum qualifications) shall be excluded from District auto liability coverage and shall not be permitted to drive a vehicle for District business until such time that the employee meets at least that standard.

#### 5. Driving District Vehicles on District Property

Employees who are required to drive any District vehicle (including forklift, cart, and other types of motor vehicles) within the perimeters of the District property shall also be subject to those minimum eligibility standards indicated above in addition to the following standard:

Employees with three (3) vehicle accidents within three (3) years that involve District vehicles inside of the District property shall be subject to disciplinary action, up to and including termination of employment, if it is determined by the District that the accident or damage to the District property or vehicle was preventable.

#### 6. Reporting Of Accidents /Tickets Involving District Vehicles

The District shall be immediately notified if an employee is involved in any District vehicle accident or District incident that results in the employee being ticketed. Failure of the employee to report such an occurrence may result in disciplinary action up to and including termination of employment.

#### 7. Driving Under the Influence of Alcohol, Drugs or Medication

Employees shall not operate motor vehicles while under the influence of alcohol, drugs, or medication that may cause drowsiness or otherwise impair their ability to safely operate a vehicle.

If an emergency call to return to work is received by an employee who is not on-call and partaking of alcohol, drugs or on medication which causes drowsiness or otherwise impair their ability to safely operate a vehicle, the employee should not return to work and should advise the Department Head of his/her inability to come to work.

Not only is the District liable if an employee causes an accident while under the influence of alcohol, medication, or drugs, but the employee faces a possibility of not being covered for any personal injuries under applicable Workers' Compensation laws. While the District cannot be sued for punitive damages, an individual employee can. No matter how conscientious an employee might be after receiving an emergency call, the employee should decline to take it if he/she is not physically capable of responding safely.

#### 8. Reporting an Accident or Damage to District Property

All damage to District property should be reported verbally, as soon as possible, to the General Manager and/or Department Head and followed by a written report. All information, including witness information, damage incurred, etc., should be included.

If the accident involves a second vehicle, there are insurance cards in the glove compartment of the District vehicle that must be completed.

## 9. Vehicle Use and Mileage Reimbursement

The District periodically reviews its reimbursement policy and sets an appropriate rate of reimbursement when employees are required to use their own vehicles for District-related business. Mileage will not be reimbursed if a District vehicle is available and employees choose to use their own vehicles. *See Policy #305, Expense Reimbursement for additional details.*

Unless specifically authorized by the General Manager or Department Head, an employee shall not use their personal automobile on District business. When authorized by the General Manager, the employee shall be reimbursed at the rate consistent with the District's adopted policy.

District vehicles and equipment are to be used for District business only.

### **E. Employee Identification Cards (Policy # 405)**

A photo I.D. card that identifies individuals as employees of Goleta Sanitary District shall be made available to any District employee whose position requires proof of their status to non-District persons.

#### **PROCEDURE**

1. All field personnel shall carry District cards during working hours.
2. Upon separation from the District, identification cards must be turned in.
3. Employees must immediately report the loss or theft of their I.D. card to their Department Head.

### **F. Lockers (Policy # 406)**

Lockers are made available for the convenience of employees while at work. The District is not responsible for any articles that are placed or left in lockers that are lost, damaged, stolen, or destroyed.

#### **PROCEDURE**

Lockers must be kept in good working order and undamaged by the employee's use. Perishable goods may be stored in the employee's locker only for the duration of the shift in which the goods are brought to the work place.

Lockers are only to be used for the storage of such items as employee clothing, uniforms, personal safety equipment, grooming products, or other personal items that are appropriate for the workplace.

Employees shall not permanently modify their lockers. The District will provide locks for the employee's use.

Lockers are the sole property of the District and the District reserves the right, with reasonable cause, as determined by the General Manager/designee, to open and inspect lockers, as well as any contents, effects or articles that are in the lockers. Such an inspection can occur at any time. An inspection may be conducted before, during or after working hours by management or security personnel designated by the District. However, during all inspections, a second person shall be present to witness the inspection. Efforts will be made to notify the employee of the inspection; however, the inspection shall not be delayed if either is unavailable.

An employee who, if requested, fails to cooperate in any inspection, will be subject to disciplinary action, up to and possibly including termination.

### **G. Progressive Discipline (Policy # 407)**

It is essential that employees perform to the best of their ability at all times. It is expected that employees understand and demonstrate certain standards of job performance, interpersonal skills and conduct.

Employees are expected to be engaged productively in work activities during working hours.

Progressive discipline may include verbal warnings, written warnings, suspension with or without pay, demotion, reduction in pay and/or termination.

Progression from one disciplinary level to another occurs when employees do not show improvement to a satisfactory level. Although one or more actions may be taken in disciplinary matters, the disciplinary action taken does not necessarily have to follow this stated order and shall be commensurate with the offense.

The District is not required to follow these procedures for those management employees and other staff designated as At-Will employees. At-will employees may be terminated at any time with or without cause and with or without advance notice or prior discipline.

### **PROCEDURE**

#### **1. Discipline**

The District expects efficiency, productivity and cooperation among its employees. The following are examples of types of conduct that are not permitted and that may result in disciplinary action, up to and possibly including immediate termination. Although it is not possible to provide an exhaustive list of all types of unacceptable conduct, performance, or group interaction, the following are some examples of disciplinary actions that range from reprimand to termination:

a. Excessive absenteeism. Unless otherwise approved or unless on approved extended leave, employees' absenteeism is generally considered excessive when their approved and unapproved absences in any rolling twelve-month period exceed the total of (a) their annual vacation accrual amount, (b) their annual allotment of sick leave, and (c) their annual allotment of floating holidays.

b. Having more than five (5) unexcused absences in any rolling twelve-month period.

c. Failing to timely report one's absence in accordance with the District's call-in/absence reporting procedures.

d. Failing to report to for work for three consecutive regular working days without proper notification.

e. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items, while on District property, while on duty, or while operating a vehicle leased or owned by the District.

f. Misuse of, destroying, or intentionally or negligently damaging property of the District, another employee or a District visitor.

- g. Insubordination, including improper conduct toward the General Manager, a Department Head, or lead person; or refusal to perform in accordance with instructions.
- h. Possession, distribution, sale, use, or being under the influence of alcoholic beverages or illegal drugs or controlled substances (other than prescription drugs for personal use) while on District property, while on duty, or while operating a vehicle on District business.
- i. Altering, falsifying or omitting material information from work or job records, including employment applications, timesheets, or other District records.
- j. Failing to observe safety rules and regulations, including failing to wear safety equipment as directed.
- k. Theft or unauthorized removal or possession of property from the District, other employees, or anyone on District property.
- l. Failure to achieve minimum certification within the time frame required for the position held.
- m. Working on unauthorized projects on District premises.
- n. Unauthorized use or removal of District records or property of any kind of records or property in the District's custody; including improper use of District stationery and logo.
- o. Misrepresentation of the reasons in applying for a leave of absence or other time off from work; or willful misrepresentation of reasons for calling in to report absence due to illness.
- p. Failure to declare, or upon request, to withdraw from outside activities or interests which conflict with, detract from, or adversely affect the interests of the District.
- q. Failure to report involvement in an accident occurring on District premises, or involving District equipment or vehicles, or giving false information in accident or insurance reports.
- r. Willful failure to report to the supervisor any significant errors or mistakes or accidental damage affecting work assignments, District property, or equipment.
- s. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use or duplication of keys.
- t. Refusal to take and subscribe any oath or affirmation required by law in connection with District employment.
- u. Creating or contributing to unsanitary and/or unsafe conditions by poor housekeeping.
- v. Sleeping in the plant or a vehicle while on duty.
- w. Actual or threatened physical violence, threatening, intimidating, coercing any member of the District community; vulgar or abusive language.

- x. Violation of District rules, regulations or codes of conduct.
- y. Fighting, assaulting, or attempting to provoke a fight on District premises.
- z. Unsatisfactory performance, including poor accuracy, quantity, or quality of work product; failure to complete assigned tasks; lack of cooperation.
  - aa. Improper, unprofessional and/or intimidating behavior to others.
  - bb. Conviction of a crime, based upon the nature of the offense and its relevance to the position. Engaging in criminal conduct whether or not related to job performance.
  - cc. Intentional or gross misconduct.
  - dd. Unlawful harassment, including sexual harassment.

2. Applied Discipline

The chart below identifies the course of discipline that may be utilized for each of the infractions noted above. This chart is a guideline, as the actual discipline imposed is determined on a case-by-case basis depending upon the facts of each particular case and determined by the department head or General Manager.

Violation of the disciplinary items listed above will generally result in the discipline specified below:

Disciplinary Action

- A. Written Warning
- B. 1-day suspension
- C. 3-day suspension
- D. 5-day suspension
- E. Termination

Discipline Item	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
a.	C	E		
b.	E			
c.	A	C	E	
d.	C	E		
e.	A	E		

f.	C	E		
g.	C	E		
h.	E			
i.	E			
j.	A	C	E	
k.	E			
l.	E			
m.	A	C	E	
n.	D	E		
o.	C	D	E	

Discipline Item	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
p.	D	E		
q.	D	E		
r.	D	E		
s.	E			
t.	C	E		
u.	A	C	E	
v.	D	E		
w.	E			
x.	A	C	E	
y.	E			
z.	A	C	E	
aa.	A	C	E	
bb.	E			
cc.	B	D	E	
dd.	C	E		

### 3. Performance Improvement Process

#### a. Verbal Counseling Session

- i. The Department Head shall counsel the employee verbally, specifying the unacceptable behavior and identify what corrective action or behavior is needed to meet a satisfactory level of performance.
- ii. The Department Head shall provide an opportunity for the employee to express concerns and mutually agree on a course of action to improve performance, allow for positive two-way communication, and establish a reasonable target date for the follow-up review.
- iii. A follow-up review date, if any, should be scheduled far enough in advance to allow sufficient opportunity and time for the employee's performance to improve. The employee shall always be advised that failure to correct the behavior/performance problem will result in additional disciplinary action, up to and including termination of employment.

### 4. Written Disciplinary Warnings

If the employee does not improve after the verbal counseling session or if there are repeated incidents of the unacceptable behavior or performance, or if the nature of the behavior or performance issue warrants a formal written warning, then the Department Head shall complete a written reprimand documenting the matter. The written warning(s) shall include:

- a. A restatement of the problem to the employee. An explanation of how the Department Head's expectations and standards have not been met. Specific details of the acceptable level of performance. Reference to prior discussions or written warnings with the employee concerning the performance or behavioral problem.
- b. When discussing the content of the written warning, the Department Head shall allow for two-way communication and give the employee an opportunity to explain.
- c. Provide specific examples and ideas for improvement. Outline an action plan to correct the problem.
- d. Set milestones for improvement, dates for regular follow-up and a reasonable date by which the problem must be corrected.
- e. Indicate verbally and in writing that failure to correct the problem may lead to additional disciplinary action, up to and including termination of employment.
- f. Sign and date the written warning and request the same from the employee. State that signing the written warning does not indicate agreement with the contents, only receipt and knowledge thereof and provide a copy to the employee. The employee may also sign the warning and add a statement indicating that he/she does not agree with its contents.



g. If the employee refuses to sign the warning, the Department Head shall so indicate, sign it and provide a copy to the employee.

h. Retain a copy of the written warning in the employee's personnel file.

#### 5. Suspension, Demotion, Reduction in Pay

In matters regarding suspension, demotion and/or reduction in pay, the Department Head shall consult with the General Manager/designee to ensure that all procedures meet legal requirements.

If the suspension, demotion or reduction in pay is for more than five (5) days, then employee shall be notified of the District's intent and shall be given the opportunity to meet with the General Manager/designee to discuss the suspension, demotion or reduction in pay, prior to its effective date.

The notice shall:

- i. State the intended corrective action, the reason for the corrective action and the effective date of such action;
- ii. Include a copy of the charges and materials upon which the corrective action is based;
- iii. State that the employee has the right to respond in writing before the effective date of the action;
- iv. State the employee's right to request a hearing regarding the disciplinary action after the action is taken.

The General Manager/designee, after conferring with the employee, has the opportunity to uphold, reduce, or modify the recommended action, depending upon his/her investigation into the matter. The employee shall receive written notification of the decision.

#### 6. Termination

If the Department Head, and/or the General Manager/designee recommends an action of termination to the General Manager, then prior to termination, the employee shall be notified in writing of the intent to terminate. The written notice shall:

- a. Explain that the District intends to terminate the employee, and describe the reasons for the termination and the proposed effective date of the termination;
- b. Include a copy of the charges and materials upon which the termination is based;
- c. State that the employee has the right to request an appeal interview with the General Manager/designee, within five (5) days of receipt of the notice; and
- d. State the employee's right to request a post-termination hearing concerning the termination.

The District, at its discretion, may place the employee on a paid administrative leave pending the appeal interview with the General Manager.

After review of the appeal, the General Manager/ designee has the authority to uphold the termination or reduce the disciplinary action, depending upon the investigation into the matter.

After the appeal process is completed, the General Manager/designee will advise the employee, in writing, of the decision regarding termination. If the recommendation to terminate is upheld, the employee will be advised of his/her final date of employment.

If the decision is not to terminate, the employee shall be reinstated. The District also has the ability to modify the disciplinary action, if warranted.

If terminated, on the last day of employment, the employee shall empty his/her locker, turn in locker keys, other keys, pager, I.D. card, uniforms and any other items that belong to the District. These items are to given to the employee's supervisor or the Administration Supervisor when the employee receives their final paycheck. The employee shall receive the final paycheck on the last day of employment, or if requested, it shall be sent to the employee by certified mail.

## 7. Disciplinary Hearing Process

Employees who wish to request a formal hearing after being apprised of the District's intent to reduce their pay or to suspend, demote, or terminate them, must deliver written notice of their desire for a hearing to the District's General Manager before the later of (a) five (5) business days after the date the General Manager provides his/her response to the employee's appeal interview (if such an appeal interview was timely requested in accordance with the procedures outlined under Paragraph 4, above), or (b) seven (7) business days after the date the employee receives notice of the District's intent to reduce the employee's pay or to suspend, demote, or terminate the employee.

**The determination by the District's Board of Directors is final.**

### a. Hearing Body and Timing of Hearing

The hearing shall be held before and adjudicated by the District Board of Directors' Personnel Committee. The hearing shall be held within a reasonable period of time after receipt of the employee's request for hearing, and in any event, unless the parties otherwise agree, not later than twenty (20) business days after receipt of the employee's request for hearing.

### b. Order of Hearing

- i. The District's representative shall be permitted to make an opening statement.
- ii. The employee (or his/her representative) shall be permitted to make an opening statement.
- iii. The District shall present its evidence.
- iv. The employee (or his/her representative) shall present his/her evidence.

- v. At the discretion of the Personnel Committee, the parties shall be permitted to offer closing statements.

c. Hearing Guidelines

- i. The District shall arrange for the making of an audiotape or videotape of the hearing.
- ii. The employee or the District or both may arrange to have a court reporter present to record the hearing; provided, however, that if the court reporter's notes are transcribed, the other party shall be entitled to a copy of the transcript at cost.
- iii. The employee and the District may be represented by legal counsel or another person of their choice at the hearing.
- iv. Each party shall have the right to call and examine witnesses, to introduce evidence, to cross-examine opposing witnesses on any matter covered in direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut evidence introduced by the other.
- v. All evidence shall be taken only on oath or affirmation.
- vi. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in a court of law.
- vii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient to support any finding unless it would be admissible over objections in a court of law.
- viii. Irrelevant evidence and unduly repetitious evidence may be excluded.
- ix. The Personnel Committee shall have the right to question either party after completion of their respective opening and closing statements, as well as any witness following the witness' testimony.
- x. The employee (or his/her representative) may inspect all documents in possession of the District that are to be admitted into evidence at the hearing.

Any documents that the District does not provide at the request of the employee or his representative seven (7) days prior to the hearing or sooner shall not be admissible at the hearing. The District (or its representative) may inspect all documents in possession of the employee (or his/her representative) that are to be admitted into evidence at the hearing. Any

documents that the employee (or his/her representative) does not provide at the request of the District or its representative seven (7) days prior to the hearing or sooner shall not be admissible at the hearing.

- xi. The hearing shall be closed. During the examination of witnesses, all other witnesses, other than the parties, shall be excluded from the hearing.
- xii. The Personnel Committee may, at any time prior to or during the hearing, grant a continuance for any reason it believes necessary to its reaching a fair and proper decision.
- xiii. The District shall carry the burden of proving, based on the preponderance of the evidence, that the disciplinary action that is the subject of the hearing was merited. The Personnel Committee shall determine relevancy, weight and credibility of the evidence.
- xiv. The Personnel Committee may adopt such additional rules for the hearing as it determines appropriate so long as they are consistent with these guidelines.

#### **H. Grievance Procedure (Policy # 408)**

The District has established an internal problem-solving process to provide a prompt and fair review of employee work-related issues. Members of management are responsible for maintaining a climate of open communication so that this process can be administered effectively.

Employees shall be advised that using this process shall not affect their job status, security or relationship with the District. Employees can exercise this problem-solving resolution process without fear of censure, interference, intimidation, discrimination or reprisal.

This grievance procedure does not apply to termination of employment. An employee who desires to appeal a termination decision shall refer to Policy 406 of this Handbook.

#### **PROCEDURE**

##### **1. Definition**

a. A complaint is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of rules, regulations, existing policies, practices and/or resolutions, affecting the status or working conditions of District employees.

b. Acceptable issues are those that concern the interpretation or application of a District policy or practice.

c. A concerted effort should be made to complete each step of the process within five (5) working days.

##### **2. Process**

a. Step One – Department Head

- i. Within ten (10) working days of the event giving rise to a complaint, the employee shall present a written document for discussion with the Department Head.
  - ii. The written document shall be dated and include:
    - (a) The name(s) of the employee;
    - (b) The date the complaint occurred;
    - (c) A clear statement of the nature of the complaint;
    - (d) A proposed solution to the complaint; and
    - (e) The employee's signature.
  - iii. The employee and Department Head shall make a sincere effort to satisfactorily resolve the problem without delay.
- b. Step Two – General Manager
- i. If the employee and Department Head are unable to resolve the complaint, and if the employee wishes to pursue it further, the written complaint shall be referred to the General Manager.
  - ii. The General Manager/designee shall investigate the matter and attempt to reach an equitable solution. The decision of the General Manager/designee shall be in writing.
- c. Step Three- Personnel Committee
- i. If the complaint is not satisfactorily resolved at the General Manager's level, the employee may request that the matter be reviewed at the Board level by submitting a letter requesting such to the General Manager within five (5) days of receipt of the General Manager's response.
  - ii. Within ten (10) working days after such notification, the Board's Personnel Committee, consisting of two Directors and one or more appointees named by those two Directors shall review the information through a written request and statement of fact from the employee.
  - iii. If the Personnel Committee concurs with the response or recommended action of the General Manager/designee, the employee shall be so advised in writing.
  - iv. If the Personnel Committee does not concur with the response or recommended action of the General Manager/designee, the issue will be put on the agenda for Board review at the next regularly scheduled Board meeting.

v. If the employee does not agree with the Personnel Committee's findings, the employee may request that the full Board review the complaint by providing a written request within five days of receipt of the Personnel Committee's findings.

d. Step Four – Board of Directors

i. The full Board, or its appointees, appointed by the Board, shall review the matter, afford the employee, the General Manager/designee, and/or the Personnel Committee the opportunity to submit any additional information that may be relevant to the dispute; determine if any new information or justifiable appeal is available and render a final decision. A written decision shall be provided within thirty (30) days of the conclusion of the review process. The decision of the Board is final and binding.

ii. The General Manager and Department Head shall discuss the final response with the employee.

**I. Security and Privacy (Policy # 409)**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer hardware and software systems including Internet E-mail communications, voice-mail, office telephones, modems, facsimile machines, duplicating machines, and District vehicles are District property and must be maintained according to this policy.

**PROCEDURE**

1. Neatness

All such areas and items shall be kept clean and are to be used only for work purposes, except as provided in this policy.

2. Visitors

Personal visitors must sign the Office Visitor Register at the Administrative Office.

All employees are charged with the responsibility of stopping unescorted visitors. It should be assumed that if the visitor is unescorted, they have not properly registered.

Employees shall determine if the visitor has cleared with the office. If the office is closed, determine if the visitor has cleared with the Plant Operations Manager.

Under no circumstances shall an unescorted visitor be permitted to wander around the plant site, especially in the power and maintenance building, on the headworks, digester, clarifiers, chlorine facilities, or any other areas of possible danger to the untrained visitor.

3. Right of Inspection

The District reserves the right, at all times, and without prior notice, to inspect and search any and all District property for the purpose of determining whether this policy or any other District policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or

compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of employees.

#### 4. District Computer System, Internet and Other Technical Resources

District computer systems and other technical resources, including Internet communications and other E-mail systems, are to be used for business purposes only. Employees are prohibited from unauthorized downloading of any software as well as any other non-business-related documents. Employees shall adhere to the District's policies prohibiting harassment and discrimination with regard to Internet E-mail communications sent. Offensive, harassing or discriminatory content in such messages will not be tolerated. Internet messages sent or retrieved are the property of the District and, as such, are subject to inspection described in item 3 above. Employees shall not use personal passwords to access computer programs and/or documents. Abuse of District computer systems may result in disciplinary action, up to and including termination.

#### 5. Prior Authorization

Prior authorization must be obtained before any District property may be removed from the premises.

#### 6. Investigation of Facts

The District may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise legitimate questions concerning work performance, reliability, honesty, trust-worthiness, or potential threat to the safety of co-workers or others.

When an investigation is initiated, certain records may be required, and employees subject to such investigations are expected to reasonably cooperate with the efforts to obtain relevant information that is pertinent to the investigation.

#### 7. Use of Telephones

The District recognizes that employees may occasionally find it necessary to use telephones for family-related personal use. Such calls should be kept to an absolute minimum and shall be made only during break or lunch periods. Use of cell phones during working hours for personal business is prohibited. Abuse of telephone privileges may result in disciplinary action, up to and including termination. Employees shall advise family or friends not to call at work except for emergencies.

All other personal, long-distance calls must be made using a personal cell phone. If the employee must incur telephone cost on the District phone bill, the employee is responsible for notifying the Department Head before the monthly statement arrives and reimbursing the District immediately upon being informed of the associated costs of the phone call(s).

#### 8. Software Usage

No District computer software may be copied for personal use. Copies of computer software shall be in accordance with the software licenses. Only the General Manager will authorize installation of software on the network. Employees shall not install personal non-work-related software (i.e., games, screen savers, etc.) on the District's computer equipment. No computer hardware or software shall be purchased or installed without the prior approval of the General Manager.

Internet games and personal games may not be used. District owned or licensed games created to teach real, needed knowledge or skills may be used as the District allows.

#### 9. Review of Computerized Information

For purposes of inspecting, investigating or searching employees' computerized files or transmissions, the District may override any applicable passwords or codes in accordance with the best interests of the District, its employees or its customers, vendors or visitors. All bills and other documentation related to the use of District equipment or property is the property of the District.

#### 10. Protection of District Records

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the District, or improper use of information obtained by unauthorized means, may be cause for disciplinary action, up to and including termination.

#### 11. Fraud Policy

The District has established a fraud policy to clarify acts that are considered to be fraudulent. Employees are encouraged to refer to this fraud policy to determine what steps to take when fraud or other related activities are suspected and how to report them. The policy provides procedures to follow in accounting for missing funds, restitution and recoveries.

### J. Safety Equipment, Dress Code, and Conduct (Policy # 410)

Depending upon position responsibility, for health and safety reasons, employees will be provided, at District expense, with uniforms, safety boots and other safety equipment for use only while on duty. Employees who are not required to wear uniforms are expected to dress in proper business attire. All employees are expected to practice courtesy and respect for other employees and the general public at all times.

#### PROCEDURE

#### **Health and Safety**

The District is concerned about the health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit, as well as that of their fellow employees.

District policy and federal law require that employees be provided with the proper tools and equipment necessary to accomplish their work assignments in a safe manner and a workplace free from recognized safety hazards. Employees must immediately notify their supervisor of any safety risks they are aware of in their work area.

Under California law, in the event of an emergency condition, the District will not take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace because the employee has a "reasonable belief that the workplace is unsafe." The law requires employees to, "when feasible," notify employers in advance of the emergency condition that requires they either leave the workplace or refuse to report to work. If it's not feasible, then the employee must notify the employer as soon as possible.

In accordance with applicable law, the District has adopted an Illness and Injury Prevention Plan which sets out the District's safety policies and practices in more detail. A copy is provided to all employees.



Under this policy, “Emergency Condition” means conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act. And, an order to evacuate a workplace, worksite, worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

“A reasonable belief” means that the workplace or worksite is unsafe” means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer’s compliance or noncompliance with those regulations shall be a relevant factor if this information is known to the employee at the time of the emergency condition or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.

## **Safety Equipment**

District employees whose job responsibilities involve treatment plant operations, collection system operations, laboratory operations, and/or repair or maintenance activities associated with the District’s equipment and facilities (collectively, “Operations Personnel”) are exposed to various risks on a daily basis. In order to provide protection against these risks and to ensure the health and safety of Operations Personnel, the District will provide and maintain, at District expense, uniforms for all Operations Personnel (“Uniforms”). Uniforms include shirts and pants made of closely woven fabric and, when required by weather conditions, coats and rain gear, all of which are provided to protect against (i) contact with raw and partially treated sewage which may result in exposure to blood borne pathogens, toxic chemicals, and other hazardous substances associated with the sewage collection and treatment process, (ii) cuts, bruises, and other injuries from handling heavy, sharp, or rough materials, and (iii) melting or ignition of clothing when performing work associated with high voltage electrical systems. Uniforms worn by Operations Personnel whose job responsibilities involve collection system operations shall include orange vests to increase visibility to motorists and reduce the risks associated with vehicular traffic. Uniforms worn by Operations Personnel whose job responsibilities include laboratory operations, may include lab coats in addition to, or in place of shirts and pants. Operations Personnel must wear Uniforms at all times while on duty and shall not be permitted to do their jobs without them.

Uniforms are provided by the District for the health and safety of Operations Personnel and not as a substitute for personal attire. Operations Personnel must acquire and maintain personal attire to wear to and from work. Uniforms are not owned by Operations Personnel, may not be altered in any way by Operations Personnel, and may not be worn by Operations Personnel when not on duty. The District will provide clean Uniforms which Operations Personnel must change into each day before commencing work. Uniforms must be left on the District premises at the end of each workday. The District will arrange to have Uniforms professionally cleaned, at District expense, each time Uniforms are worn. If, in the course of work, Uniforms becomes soiled due to contact with raw or partially treated sewage, toxic chemicals, and other hazardous substances, the District will provide, at District expense, clean Uniforms which Operations Personnel must change into prior to returning to work, after showering, if necessary. In order to provide further protection against the risks associated with their job responsibilities and to further ensure the health and safety of Operations Personnel, the District will provide, at District expense, steel toed boots (“Safety Boots”). Safety Boots are provided to (i) protect against the risk of foot injuries from machinery, equipment, and heavy objects, (ii) improve ankle and foot support and stability, and (iii) improve traction on slippery and uneven surfaces. Operations Personnel must wear Safety Boots at all times while on duty and shall not be permitted to do their jobs without them.

Safety Boots are provided by the District for the health and safety of Operations Personnel and not as a substitute for personal attire. Operations Personnel must acquire and maintain personal footwear to wear to and from work. Because Safety Boots may come in contact with raw or partially treated sewage, toxic chemicals, and other

hazardous substances, in order to avoid the possible spread of contamination, Safety Boots must be left on the District premises at the end of each workday and may not be worn by Operations Personnel when not on duty.

To ensure proper fit, Operations Personnel may purchase Safety Boots on their own, subject to reimbursement by the District for the cost thereof. The reimbursement amount shall be \$185, which amount shall be adjusted annually on July 1 by the same percentage as the cost-of-living adjustment for employee salaries that is approved by the District's Governing Board. Reimbursement will be authorized by the Department Manager upon submission of a receipt for the purchase and an inspection by the Department Manager to confirm that the Safety Boots meet District safety standards.

The District will also provide and maintain, at District expense, other safety equipment, such as hard hats, goggles, face shields, respirators, aprons, coveralls, and gloves. Operations Personnel must use such safety equipment whenever planned work activities involve special or increased levels of risk, as required by applicable regulations and/or District safety programs, and shall not be permitted to do their jobs without them.

Operations Personnel who fail to wear required Uniforms or Safety Boots while on duty, or who fail to utilize other safety equipment as required by applicable regulations and/or District safety programs, are subject to progressive discipline according to Policy #407.1.k, Section V: Rules and Regulations.

1. Dress Code

Employees not required to wear a District uniform are required to dress in proper business attire.

2. Conduct

Employees are required to practice courtesy and respect for other employees and the general public at all times. Offensive language, teasing, gestures or behavior are prohibited and subject to progressive discipline according to Policy #407, Section V: Rules and Regulations.

The District has a Social Media Policy with which employees are expected to act in accordance. It is included as part of the onboarding process and is available on the District intranet portal.

**K. Safety in the Workplace (Policy # 411)**

It is the policy of the District to ensure that all employees are provided with a safe working environment and to take whatever actions may be necessary to prevent on-the-job accidents or injuries. To achieve this, the following procedures shall be followed.

**PROCEDURE**

**L. Violence in the Workplace**

All employees are strongly encouraged to immediately report to their Department Head or any other manager at the District any incidents of potentially and/or perceived threatening, harmful or criminal behavior.

This includes behavior of co-workers, Department Heads, vendors or visitors that may negatively affect the safety, security, productivity or interests of the District and/or its employees.

The General Manager/designee shall respond to, and if necessary, conduct an investigation of, any potential violence or threats of violence in accordance with the investigation guidelines outlined in Policy # 409-Security and Privacy.

The District has adopted “zero tolerance” against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the District or which occur on District property, will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the District, or to create a hostile, abusive, or intimidating work environment for one or several District employees. Examples of workplace violence include, but are not limited to, the following:

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

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- a. Hitting or shoving an individual.
- b. Verbally threatening an individual or his/her family, friends, associates, or property with harm.
- c. Threatening gestures or other non-verbal conduct that could reasonably be interpreted as a threat or intimation of violence.
- d. The intentional destruction or threat of destruction of District property.
- e. Harassing or threatening phone calls.
- f. Harassing, surveillance or stalking.
- g. The suggestion or intimation that violence is appropriate.
- h. Unauthorized possession or inappropriate use of firearms or weapons.

The District’s prohibition against threats and acts of violence applies to all persons involved in the District’s operation, including, but not limited to, District personnel, contract, and temporary employees, and anyone else on District property. Violations of this policy by any individual (1) on District property; (2) acting as a

representative of the District while off District property; or (3) while off of District property when his/her actions affect the District's business interests, will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Any employee who is physically threatened by a co-worker or is aware of a threat to an employee, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, must report this information to their Department Head or any other manager at the District, as soon as possible.

Do not assume that a threat is not serious; bring all threats to your supervisor or manager.

All threats will be promptly and thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible. The District may, however, need to disclose results of an investigation under appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

Weapons are also strictly prohibited at the District. Weapons include, but are not limited to: any hand gun, rifle, or shotgun; any knife unrelated to your assigned job; any bombs, explosives or fireworks; or any other device or object designed to inflict injury on another human being. Violation of this District policy will result in immediate disciplinary action, up to and including termination.

#### **M. Use Of Personal Items On The Job**

The District provides the necessary items employees need to do the job in the most efficient and safe manner. However, employees who want to use their personal items at work may do so with the understanding that they are liable for the property and that it must be safe and used responsibly.

Before employees may use their own equipment on the job, they must receive their Department Head's approval who will provide them with a personal liability form for their signature. The personal liability form will be retained in the employee's personnel file.

#### **N. Gratuities and Gifts (Policy # 412)**

An employee may not receive a gratuity from any individual, organization, or vendor doing business with the District.

If a holiday gift is offered, the gift shall be relinquished to the Department Head, who will share it with District employees, if appropriate.

For the purpose of this policy, a gift (usually associated with a holiday) is defined as a gift or service rendered to an individual. Gifts shall include, but are not limited to money, meals, candy, alcoholic beverages, and tickets to events, trips, or the use of equipment or property. Trivial items such as note pads, calendars, pens and pencils, etc., are excluded from the intent of this policy.

An employee who fails to report a gratuity/gift received will be subject to disciplinary action, up to and including termination of employment.

An employee's obligation under this policy is in addition to and does not in any way change his/her reporting obligation under the Goleta Sanitary District Conflict of Interest Code (Policy #401).

**VI. ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE MANUAL**

Employee Name (Printed) \_\_\_\_\_

I acknowledge that I have received a copy of the *Goleta Sanitary District* (“District”) Employee Human Resources Procedure and Policy Manual (“Manual”), (as issued in 2024). I have promptly read its contents, and I am responsible for knowing and adhering to the policies set forth in the Manual during my employment with the District. I specifically acknowledge that I have read and understand the following policies: Equal Employment Opportunities, Meal and Rest Periods, Overtime, Sick Leave, Family & Medical Leave, Pregnancy Disability Leave, Drug & Alcohol Usage, Harassment, Discrimination & Retaliation Reporting, Grievance Procedure, Confidentiality, Electronic Communications, Internet Use, and Workplace Violence.

The policies contained in the Manual are not intended to create any contractual rights or obligations, and the District reserves the right to amend, interpret, modify, or withdraw any portion of this Manual at any time.

I understand and agree that nothing in the Manual creates or is intended to create a promise or representation of continued employment. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. This Manual supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Manual that I can discuss with my management team or the District’s Human Resources department.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **AGENDA ITEM #4**

**AGENDA ITEM: 4**

**MEETING DATE: November 18, 2024**

**I. NATURE OF ITEM**

Consideration of Preparation of a New Five-Year Strategic Plan

**II. BACKGROUND INFORMATION**

The District adopted its first Strategic Plan in 2016. The 2016 plan identified over 28 specific actions to be implemented over a 5-year period based on the following vision statements:

*In 5 years...*

- *We will have fully studied the full range of bio-solids reuse options and are planning to diversify as needed.*
- *We will be demonstrating our commitment to energy self-sufficiency with actions within the five years of this plan.*
- *We will have a completed infrastructure master plan integrated into a Capital Improvement Program.*
- *We will be working in partnership with other local agencies to be ready and able to support additional water reuse projects.*
- *We will be continuing our commitment to environmental stewardship through the implementation of green business practices.*
- *We will continue to have a productive, top-notch workforce.*
- *We will continue to be committed to excellence in Board governance*

The actions identified in the 2016 plan were incorporated into the District's annual action plans, and by January 2019 a majority had been completed and/or were in process. The Board hired Brent Ives, a strategic planning consultant familiar with the wastewater industry and our organization, to facilitate a workshop and assist in preparing the 2016 Strategic Plan.

In March 2019, it was decided to update the 2016 plan as needed and consider a new list of vision strategies and goals. A workshop held in July 2019 formed the basis for the District's 2020-2025 Strategic Plan which was adopted in May 2020. The Board hired Michelle Murphy of Innopro Consultants to facilitate the workshop. This 2020-2025 Strategic Plan included the following 6 vision strategies:

- *Implement Long Range Master Plan*
- *Initiate Biosolids & Energy Strategic Plan Recommendations*

- *Work in Partnership with Other Local Agencies to Advance and Expand Water Reuse*
- *Continue Our Commitment to Environmental Stewardship & Operational Resiliency*
- *Recruit and Retain a Top-Notch Workforce*
- *Pursue Excellence in Board Governance & Organizational Management*

43 strategic goals were identified to support the implementation of the above vision strategies. Other changes incorporated into the 2020-2025 Strategic Plan included a minor change to the District’s Mission statement to include the term “cost effective” as part of the description of services provided and a new values statement. A copy of the 2020-2025 Strategic Plan is attached to this report.

Since then, the Governing Board has reviewed the 2020-2025 Strategic Plan each year as part of the its annual planning meeting to ensure that the strategic goals were being implemented as part of the District’s annual action plans. A copy of the 2020-2025 Strategic Plan Status Report dated May 2024 is attached to this report.

Now that a majority of the 2020-2025 strategic plan goals have been achieved, staff is seeking Board input on the preparation of a new strategic plan which would have a five-year horizon and be referred to as the 2030 Strategic Plan. The initiation of a new strategic plan is included in the approved FY25 Action Plan.

### **III. COMMENTS AND RECOMMENDATIONS**

A new strategic plan is timely as it could help guide the District through the completion of many large capital improvement projects, navigate a significant changeover in staff due to near-term retirements, and set a vision for where the Board wants the District to be by 2030 and how to get there. This type of long-range planning and visioning is very different from the annual operational planning which the Board and staff perform as part of the annual planning meeting. The development of a Strategic Plan can be aided by the assistance of someone outside of the organization. As such, staff recommends that the Board consider hiring a strategic planning consultant to work with the Board and key staff members to gather information and assist in the preparation of a new strategic plan as was done in 2020.

### **IV. REFERENCE MATERIAL**

2020-2025 Strategic Plan

April 2024 Strategic Plan Status Report





# GOLETA SANITARY

Water Resource Recovery District



## ***Strategic Plan*** ***2020-2025***

***May 18, 2020***

### **Board of Directors**

Sharon Rose, President  
Bob Wageneck, President Pro Tem  
Steve T. Majoewsky, Director  
Jerry D. Smith, Director  
George W. Emerson, Director

### **District Executive Team**

Steve Wagner, General Manager/District Engineer  
Rob Mangus, Finance and Human Resource Manager  
John Crisman, Plant Superintendent  
Luis Astorga, Collection System Manager  
Lena Cox, Laboratory and Technical Services Manager  
Laura Romano DeFazio, Management Analyst

### **District Management Team**

Todd Frederick, Plant Operations Supervisor  
Pete Regis, Senior Plant Operator  
Shamus O'Donnell, Collection System Supervisor  
Chuck Smolnikar, Facilities Maintenance Supervisor  
Teresa Kistner, Industrial Waste Control Officer  
Guisel Razo, Administrative Supervisor  
Rich Rosenbaum, Safety and Regulatory Compliance Manager

**Table of Contents**

Acknowledgments	2
Introduction	4
Strategic Planning Definitions	5
Strategic Plan Development	6
Continuation Process of the Plan	7
Mission, Vision and Values	8
Vision Strategies and Strategic Goals	9
Strategic Action Plan	16
Appendix: Strategic Action Plan Status Report	17

## **Introduction**

This strategic plan serves as a guide that will enable us to fulfill our mission while keeping laser-focused on our vision, which reflects our values. For the Goleta Sanitary District (GSD), it serves as a roadmap for decision making over a five-year period. Beginning with foundational statements, the District's Mission, Vision and Values, the overall structure of this Strategic Plan was developed by the Board with the help of a consultant and senior staff. Through this process several strategies to assist the District in achieving its vision were developed and specific goals to implement the strategies over the next 5 years were identified.

This multi-year strategic plan, at its highest level, seeks to leverage current strengths while addressing emerging areas of concern. Building on the work done in the 2016 Strategic Plan, we continue to integrate long-term planning, optimize operations, streamline processes, and look for opportunities to implement innovative technologies to manage and contain costs. The overarching goal of this plan is to assure the core mission of the District, to protect public health and the environment, is well supported into the future. The implementation of this plan will support our ongoing pursuit of excellence and innovation, while delivering the highest quality service to our customers in a cost-effective manner.

## Strategic Planning Definitions

**Mission Statement:** The Mission Statement is the declaration of the District's purpose which succinctly describes why the Goleta Sanitary District exists. All activities of the District should be in support of the Mission Statement. The Mission Statement is adopted by the Board of Directors. The Mission Statement is reviewed annually but is intended to be quite constant over the long term unless deliberate actions are taken to take on more mission scope and to use public funding to do so.

**Vision Statement:** A statement of where the organization sees itself at a future point.

**Values Statement:** A statement summarizing the core values of the organization.

**Vision Strategies:** A set of high-level, long-range goals that help move the District towards its vision for the future

**Strategic Goals:** Specific steps to be taken to implement a vision strategy.

## Strategic Plan Development

In September 2016, the District adopted its first Strategic Plan. The plan consisted of 7 vision strategies and associated actions that were to be completed over the plan's 5-year term. Since most of the strategic actions had been completed or initiated by the beginning of 2019, the Board directed staff to schedule a strategic planning workshop to review and update the 2016 plan as appropriate.

Michelle Murphy of Innopro Consultants was selected to facilitate the strategic planning workshop which was held in July 2019. In preparation for the workshop, the Board and executive team were asked to complete a survey on matters they thought were most relevant to the District. The results of this survey were reviewed at the workshop and helped frame a discussion on the District's mission, vision, strengths, weaknesses, opportunities, and threats.

At the conclusion of the workshop, the Board supported the incorporation of several of the prior plan's vision statements since many are ongoing in nature. Others were modified to reflect their progress. For instance, the 2016 plan included the study of biosolids reuse options that led to the adoption of the Biosolids and Energy Strategic Plan (BESP) in 2019. The 2020 Strategic Plan carries this vision strategy forward by striving to implement the improvements identified in the BESP.

Once the vision strategies were finalized, staff was directed to prepare a list and schedule of the specific actions (strategic goals) required to implement the vision strategies over the 5-year period of the plan. Taken together, these vision strategies and goals form the basis of the District's Strategic Action Plan which will be implemented through the District's Annual Action Plans over the next 5 years

Staff was also directed to seek input on the District’s core values from the entire organization. This process was completed October 2019 and corresponding value statement is included on page 8 of this plan.

The District General Manager and Senior District staff then developed the strategies, objectives and goals for each Vision Strategy, followed by the five-year implementation plan for accomplishing each Vision. Using this process, the Strategic Plan was assembled in a way that best articulates the Board’s big-picture Vision and Strategy for the District over the next five years and reflects the District’s values.

### Continuation Process of the Plan

A key part of the Strategic Planning process is to conduct an annual review to update the Plan. These reviews allow for regular maintenance of the Plan so that it reflects the actual progress and continues to meet the needs of the District. The reviews will be adaptive and followed up with either a plan revision or an updated plan. If a majority of the strategic goals have been achieved before the 5-year timeline, a new plan may be considered.



## District Mission, Vision and Value Statements

### MISSION

*We protect public health and the environment through cost effective wastewater collection, treatment, and resource recovery to meet present and future community needs.*

### VISION

*To be the Region's Leader in Water Resource Recovery through Excellence and Innovation.*

### VALUES

*We value our Community, the People we Serve, and the Environment we Protect by:*

- Acting with Integrity,*
- Being Dependable,*
- Being Responsible,*
- Being Safe and,*
- Being Innovative.*



## VISION STRATEGIES AND GOALS

The following 6 vision strategies are to be implemented over the term of the 2020 Strategic Plan:

- 1. *Implement Long Range Master Plan***
- 2. *Initiate Biosolids and Energy Strategic Plan and Recommendations***
- 3. *Work in Partnership with Other Local Agencies to Advance and Expand Water Reuse***
- 4. *Continue our Commitment to Environmental Stewardship and Operational Resiliency***
- 5. *Recruit and Retain a Top-Notch Workforce***
- 6. *Pursue Excellence in Board Governance and Organizational Management***

In order to implement the above strategies, staff has identified several individual goals and/or actions to be taken for each one. A summary listing of the strategies and associated goals are shown on the following pages.

## **1. Implement a Long- Range Master Plan (LRMP)**

*Building on the District's Asset Management Program, the District has developed an LRMP to identify, repair and replace critical pieces of infrastructure in a timely and fiscally prudent manner. The LRMP will be evaluated on an annual basis and adjusted, as necessary. The benefit of this plan is that it will allow the District to grow and adapt to the changing needs of the community, while maintaining its infrastructure in a cost-efficient manner.*

### **STRATEGIC GOALS**

- 1.1 Complete Lift Station Improvement Project**
- 1.2 Complete 2020 Pipeline Rehabilitation Project**
- 1.3 Incorporate BESP Recommended Improvements into Long Range Master Plan**
- 1.4 Contract for Video Inspection of Remaining Collection System Segments**
- 1.5 Update Collection System Asset Management Program and LRMP Project List Based on Updated Video Inspection Information**
- 1.6 Complete Annual Pipeline Improvement Projects Pursuant to Updated LRMP Project List**
- 1.7 Develop and Implement other Capital Projects Pursuant to LRMP**
- 1.8 Review LRMP Annually and Update Project List and Schedule as Needed**

## **2. Initiate Biosolids and Energy Strategic Plan Recommendations**

*Our objective is to implement the recommended energy and biosolids improvements in a phased approach pursuant to the BESP over the term of this strategic plan. This will include the construction of a new anaerobic digester and the installation of a Combined Heat and Power Energy conversion facility.*

### **STRATEGIC GOALS**

- 2.1 Complete Preliminary Design of Phase I BESP Improvement Projects**
- 2.2 Complete Environmental Review of BESP Phase I Improvements**
- 2.3 Consider and Select Project Delivery Method for BESP Phase 1 Improvements**
- 2.4 Complete BESP Phase I Final Design and Permitting Pursuant to Selected Project Delivery Methods**
- 2.5 Construct BESP Phase I Improvements Pursuant to Selected Project Delivery Methods**
- 2.6 Complete Preliminary Design of Phase 2 BESP Improvement Projects**

### **3. Work in Partnership with Other Local Agencies to Advance and Expand Water Reuse**

*The District supports the expansion of water reuse and has worked cooperatively with the Goleta Water District to produce over 8.5 billion gallons of recycled water for irrigation use. Legislative and regulatory changes are being proposed that may require the District to move to advanced water treatment for potable reuse. Our objective is to work with other agencies and organizations to find solutions to the infrastructure and funding challenges associated advancing and expanding water reuse.*

#### **STRATEGIC GOALS**

- 3.1 Monitor Legislation and Regulations Relating to Potable Reuse**
- 3.2 Work with the Goleta Water District to Expand Reuse**
- 3.3 Participate In and Support WaterReuse California**
- 3.4 Complete Conceptual Plan of an Advanced Water Treatment Plant at the District's WRRF Facility and Consider Project Delivery Alternatives.**
- 3.5 Seek out Funding Opportunities to Design and Construct an Advanced Water Treatment Demonstration Project at the District's WRRF Facility.**
- 3.6 Develop Advanced Water Treatment Demonstration Project Once Funding is Obtained.**

#### **4. Continue our Commitment to Environmental Stewardship and Operational Resiliency**

*The District is committed to continuing our environmental stewardship and is a leader in resource recovery and green business practices, not only to demonstrate our commitment to the public but because it makes sense for the long term resiliency of the organization. Knowing we are prepared to address possible changes in our environment means the district is well-prepared for the future.*

##### **STRATEGIC GOALS**

- 4.1 Continue to support and participate in the Green Business Program of Santa Barbara County as a Certified Green Business**
- 4.2 Complete a Baseline Greenhouse Gas Inventory Analysis of District Operations**
- 4.3 Consider Greenhouse Gas Emissions Attributable to Future Capital Improvement projects**
- 4.4 Complete a Sea Level Rise Adaptation Plan for Affected District Facilities**
- 4.5 Implement Adopted CIS Cyber Security Protocols**
- 4.6 Develop Business Continuity Plan**
- 4.7 Develop and Implement Comprehensive Resiliency Plan for District Operations**

## **5. Recruit and Retain a Top-Notch Workforce**

*Our objective is to be recognized as an employer of choice. To do so the District will remain competitive on employee salary and benefits, and provide the education and training required for career advancement opportunities. The District will also strive to provide positive work culture through employee supported recognition programs that reflect our organizational values.*

### **STRATEGIC GOALS**

- 5.1 Implement New Employee Onboarding Program**
- 5.2 Develop and Implement Competency Based Training Program for Collections and Operations Staff**
- 5.3 Develop and Implement Competency Based Training Program for Maintenance and Laboratory Staff**
- 5.4 Develop & Implement Employee Assistance Program**
- 5.5 Develop and Implement Employee Wellness Program**
- 5.6 Develop and Implement Internal Staff Leadership Development Program to Support Succession Planning Efforts**
- 5.7 Continue to Implement and Support a Formal Employee Recognition Program**
- 5.8 Consider Adjustments to Employee Compensation and Benefits Based on Survey of Comparable Agencies Every 5 Years**

## **6. Pursue Excellence in Board Governance and Organizational Management**

*Our objective is continuous improvement throughout our organization. To accomplish this and lead by example, our Board and management team members will receive ongoing training and education on effective governance and management principals. We will continue our participation in the Special District Leadership Academy's District of Distinction program and pursue excellence and professionalism by implementing Effective Utility Management practices.*

### **STRATEGIC GOALS**

- 6.1 Commission Triennial Board Self-Assessments**
- 6.2 Retain Platinum Level District of Distinction Recognition from California Special District Association**
- 6.3 Conduct Gap Analysis using Effective Utility Management Primer to Prioritize Future Improvement Measures**
- 6.4 Implement Effective Utility Management Measures Pursuant to Gap Analysis**
- 6.5 Develop Voting Districts Pursuant to the California Voting Rights Act and 2020 Census Data**
- 6.6 Implement By-District Voting Pursuant to California Voting Rights Act**
- 6.7 Implement New Board Member Training and Orientation Program**
- 6.8 Review Strategic Plan and Provide Status Reports to Board on an Annual Basis**

## STRATEGIC ACTION PLAN

A total of 43 strategic goals have been identified to support the above vision strategies. Taken together, these strategies and goals form the basis of a strategic action plan. These goals will be incorporated into the District's annual action plans over the next several years. A status report of the 2020 strategic goals that includes their estimated implementation schedule is also attached to this report. This format will be used to report the status of the strategic plan goals as part of the District's annual planning process.





Appendix 1 –The Strategic Action Plan Status Report

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>1. Implement Long Range Master Plan</b>				
	<i>1.1 Complete Lift Station Improvement Project</i>	2020	Complete	2024
	<i>1.2 Complete 2020 Pipeline Rehabilitation Project</i>	2020	Complete	2020
	<i>1.3 Incorporate BEBP recommended Improvements into Long Range Master Plan</i>	2021	Complete	2022
	<i>1.4 Contract for Video Inspection of Remaining Collection System Segments</i>	2020	Complete	2020
	<i>1.5 Update Collection System Asset Management Program and LRMP Project List Based on Updated Video Inspection Information</i>	2021	Complete	2022
	<i>1.6 Complete Annual Pipeline Improvement Projects Pursuant to Updated LRMP project List</i>	2022-2025	In Progress	2022-2025
	<i>1.7 Develop and Implement other Capital Projects Pursuant to LRMP</i>	2020-2025	In Progress	2020-20205
	<i>1.8 Review LRMP Annually and Update Project List and Schedule as Needed</i>	2020-2025	In Progress	2020-2025

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>2. Initiate Biosolids &amp; Energy Strategic Plan Recommendations</b>				
	<i>2.1 Complete Preliminary Design of Phase I BESP Improvement Projects</i>	2020	Complete	2021
	<i>2.2 Complete Environmental Review of BESP Phase I Improvements</i>	2021	Complete	2022
	<i>2.3 Consider and Select Project Delivery Method for BESP Phase 1 Improvements</i>	2022	Complete	2022
	<i>2.4 Complete BESP Phase I Final Design and Permitting Pursuant to Selected Project Delivery Methods</i>	2023	Complete	2022
	<i>2.5 Construct BESP Phase I Improvements Pursuant to Selected Project Delivery Methods</i>	2023-2024	In Progress	2025
	<i>2.6 Complete Preliminary Design of Phase 2 BESP Improvement Projects</i>	2025	Complete	2023

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>3. Work in Partnership with Other Local Agencies to Advance and Expand Water Reuse</b>				
	<i>3.1 Monitor Legislation and Regulations Relating to Potable Reuse</i>	<i>Ongoing</i>	<i>In Progress</i>	<i>Ongoing</i>
	<i>3.2 Work with the Goleta Water District, Goleta West Sanitary District, and City of Goleta to Expand Reuse</i>	<i>Ongoing</i>	<i>In Progress</i>	<i>Ongoing</i>
	<i>3.3 Participate in and support WaterReuse California</i>	<i>Ongoing</i>	<i>In Progress</i>	<i>Ongoing</i>
	<i>3.4 Complete Conceptual Plan of Advanced Water Treatment Plant at District WRRF and consider project delivery alternatives</i>	<i>2021</i>		<i>2025</i>
	<i>3.5 Seek out funding opportunities to design and construct Advanced Water Treatment Demonstration Project</i>	<i>Ongoing</i>	<i>In Progress</i>	<i>Ongoing</i>
	<i>3.6 Develop Advanced Water Treatment Demonstration Project once funding is obtained</i>	<i>TBD</i>		<i>TBD</i>

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>4. Continue Our Commitment to Environmental Stewardship &amp; Operational Resiliency</b>				
	<i>4.1 Continue to support and participate in the Green Business Program of Santa Barbara County as a Certified Green Business</i>	<i>Ongoing</i>	<i>In Progress</i>	<i>Ongoing</i>
	<i>4.2 Complete a Baseline Greenhouse Gas Inventory Analysis of District Operations</i>	<i>2020</i>	<i>Complete</i>	<i>2020</i>
	<i>4.3 Consider Greenhouse Gas Emissions Attributable to Future Capital Improvement projects</i>	<i>2020-2025</i>	<i>In Progress</i>	<i>2020-2025</i>
	<i>4.4 Complete a Sea Level Rise Adaptation Plan for Affected District Facilities</i>	<i>2022</i>	<i>Complete</i>	<i>2022</i>
	<i>4.5 Implement Adopted CIS Cyber Security Protocols</i>	<i>2020-2025</i>	<i>In Progress</i>	<i>2020-2025</i>
	<i>4.6 Develop Business Continuity Plan</i>	<i>2022</i>	<i>In Progress</i>	<i>2024</i>
	<i>4.7 Develop and Implement Comprehensive Resiliency Plan for District Operations</i>	<i>2022-2025</i>	<i>In Progress</i>	<i>2022-2025</i>

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>5. Recruit and Retain a Top- Notch Workforce</b>				
	<i>5.1 Implement New Employee Onboarding Program</i>	2020	Complete	2020
	<i>5.2 Develop and Implement Competency Based Training Program for Collections and Operations Staff</i>	2020-2025	In Progress	2020-2025
	<i>5.3 Develop and Implement Competency Based Training Program for Maintenance and Laboratory Staff</i>	2022-2025	In Progress	2022-2025
	<i>5.4 Develop &amp; Implement Employee Assistance Program</i>	2021	Complete	2020
	<i>5.5 Develop and Implement Employee Wellness Program</i>	2022	Complete	2021
	<i>5.6 Develop and Implement Internal Staff Leadership Development Program to support succession planning efforts</i>	2022-2025	In Progress	2022-2025
	<i>5.7 Continue to provide and support a formal employee recognition program</i>	Ongoing	In Progress	Ongoing
	<i>5.8 Consider Adjustments to Employee Compensation and Benefits based on survey of comparable agencies every 5 years</i>	2021	Complete	2022

**Goleta Sanitary District  
2020 Strategic Action Plan Status Report  
4/10/2024**

<b>VISION STRATEGIES</b>	<b>STRATEGIC GOALS</b>	<b>Original Completion Date</b>	<b>Current Status</b>	<b>Estimated Completion Date</b>
<b>6. Pursue Excellence in Board Governance and Organizational Management</b>				
	<i>6.1 Commission tri-annual Board self-assessments</i>	<i>2021 &amp; 2024</i>	<i>In Progress</i>	<i>2022 &amp; 2025</i>
	<i>6.2 Retain Platinum Level District of Distinction Recognition from California Special District Association</i>	<i>Ongoing</i>	<i>Complete</i>	<i>Ongoing</i>
	<i>6.3 Conduct Gap Analysis using Effective Utility Management Primer to prioritize future improvement measures</i>	<i>2020</i>	<i>Complete</i>	<i>2020</i>
	<i>6.4 Implement Effective Utility Management Measures pursuant to Gap Analysis</i>	<i>2021-2025</i>	<i>Complete</i>	<i>2021-2025</i>
	<i>6.5 Develop Voting Districts Pursuant to the California Voting Rights Act and 2020 Census Data</i>	<i>2021</i>	<i>Complete</i>	<i>2022</i>
	<i>6.6 Implement By District Voting Pursuant to California Voting Rights Act</i>	<i>2022-2025</i>	<i>Complete</i>	<i>2022-2025</i>
	<i>6.7 Implement New Board Member Training and Orientation Program.</i>	<i>As needed</i>	<i>In Progress</i>	<i>As needed</i>
	<i>6.8 Review Strategic Plan and Provide Status Reports to Board on an annual basis</i>	<i>2020-2025</i>	<i>In Progress</i>	<i>2020-2025</i>

# **GENERAL MANAGER'S REPORT**



## **GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT**

The following summary report describes the District's activities from November 5, 2024, through November 18, 2024. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

### **1. COLLECTION SYSTEM REPORT**

#### **LINES CLEANING**

Staff has been conducting routine lines cleaning in the area of San Simeon Dr. and Walnut Ln. Staff has also been conducting priority lines cleaning throughout the District.

#### **CCTV INSPECTION**

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of Merida and Agana Drives. Staff has also been conducting priority CCTV inspections throughout the District.

#### **ANDERSON LN SEWER MAIN EXTENSION**

Construction continues on the sewer main extension for the Anderson Lane project. The extension will connect to the District's existing sewer main on Shoreline Dr. Staff is inspecting the construction of the extension for acceptance as District facilities, following the completion of the project.

#### **GALILEO SEWER MAIN EXTENSION**

Construction continues on the sewer main extension to serve the twenty-seven new apartments being built at 5317 Calle Real. The extension will connect to the District's existing sewer main on the neighboring property at 5329 Calle Real. Staff is inspecting the construction of the extension for acceptance as District facilities, following the completion of the project.

### **2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT**

Plant flows for the month of November 2024 have averaged 5.5 million gallons a day. The Reclamation Plant is online and we are producing 0.8 million gallons a day.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. The construction on Digester #4 continues with the forms and rebar being put into place to prepare for the first of four wall concrete pours.

Goleta West Sanitary District staff and a team from Tierra Construction has been onsite constructing an access vault to their 24" force main as part of their pipeline investigation efforts. A right of entry agreement for this work has been prepared and will be brought to the Board for approval.

### **3. GENERAL AND ADMINISTRATIVE ITEMS**

#### **Financial Report**

The District account balances as of November 4, 2024, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 2,013,898
Investment Accounts (including June interest earned):	<u>\$ 35,552,423</u>
Total District Funds:	\$ 37,566,321

The following transactions are reported herein for the period 11/05/24 – 11/18/24

Regular, Overtime, Cash-outs, and Net Payroll:	\$ 151,084
Claims:	\$ 933,281
Total Expenditures:	\$ 1,084,365
Total Deposits:	\$ 178,629

Transfers of funds:

LAIF to Community West Bank Operational (CWB):	\$ - 0 -
CWB Operational to CWB Money Market:	\$ - 0 -
CWB Money Market to CWB Operational:	\$ - 0 -
CWB Operational to CA-Class Investment Account	\$ - 0 -
CA-Class Investment Account to CWB Operational	\$ - 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

**Local Agency Investment Fund (LAIF)**

- LAIF Monthly Statement – October, 2024
- LAIF Quarterly Report – Previously reported.
- PMIA/LAIF Performance – October, 2024
- PMIA Effective Yield – October, 2024

**Community West Bank (CWB)**

- CWB Money Market and ICS Accounts – October, 2024

**CA-Class Investment Account**

- CA-Class Investment Account – October, 2024

**Deferred Compensation Accounts**

- CalPERS 457 Deferred Compensation Plan – October, 2024
- Lincoln 457 Deferred Compensation Plan – October, 2024

**Succession Planning Efforts**

A verbal update on the district's succession planning efforts will be provided at the meeting.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

November 04, 2024

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

GOLETA SANITARY DISTRICT

GENERAL MANAGER  
 ONE WILLIAM MOFFETT PLACE  
 GOLETA, CA 93117

[Tran Type Definitions](#)

**Account Number:** 70-42-002

October 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2024	10/14/2024	QRD	1761339	N/A	SYSTEM	47.52

**Account Summary**

Total Deposit:	47.52	Beginning Balance:	4,007.25
Total Withdrawal:	0.00	Ending Balance:	4,054.77



# PMIA/LAIF Performance Report as of 11/06/24



## Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.71
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012912073474208
LAIF Administrative Cost <sup>(1)*</sup> :	0.26
LAIF Fair Value Factor <sup>(1)</sup> :	1.002061084
PMIA Daily <sup>(1)</sup> :	4.58
PMIA Quarter to Date <sup>(1)</sup> :	4.56
PMIA Average Life <sup>(1)</sup> :	231

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

<b>October</b>	<b>4.518</b>
September	4.575
August	4.579
July	4.516
June	4.480
May	4.332

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 9/30/24 \$161.6 billion

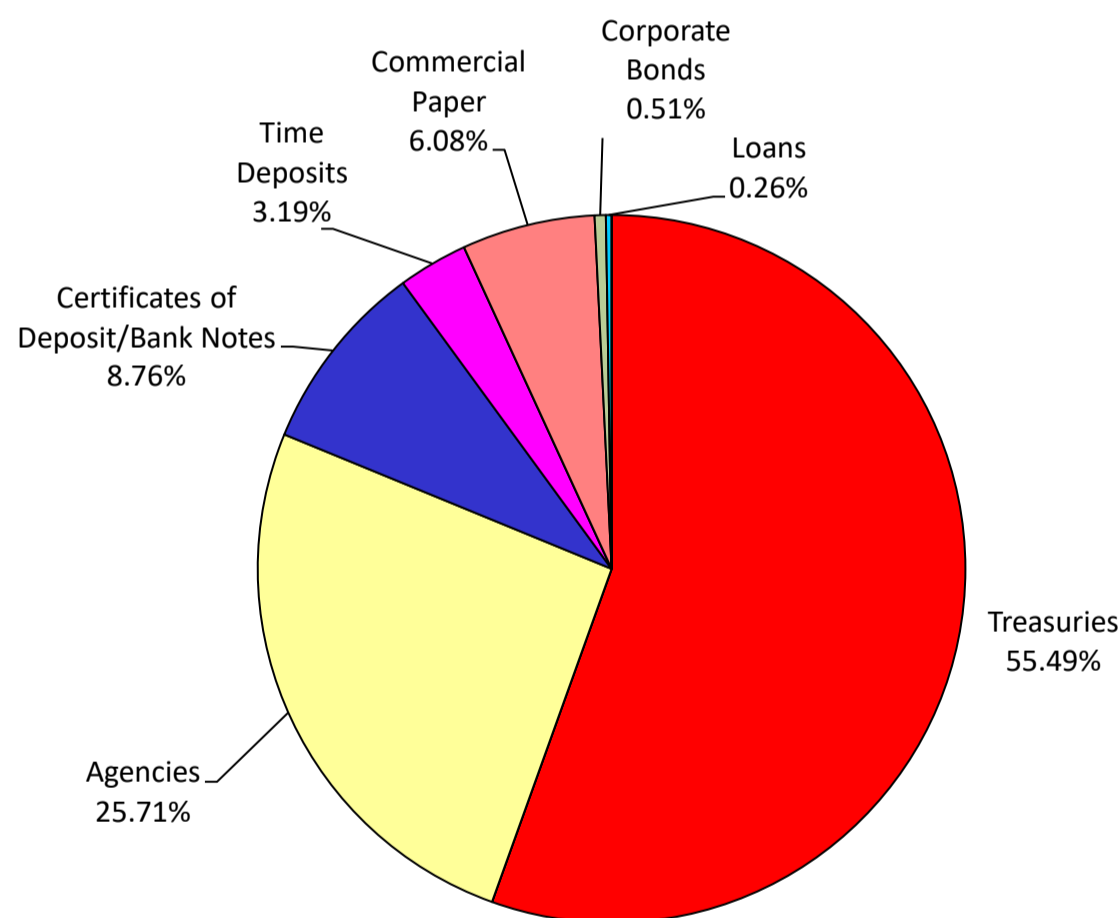


Chart does not include \$1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



**POOLED MONEY INVESTMENT ACCOUNT**

**PMIA Average Monthly Effective Yields**

11/14/24

Max: 12.844

Min: 0.203

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518		

Community West Bank  
7100 N Financial Dr Ste 101  
Fresno, CA 93720



RETURN SERVICE REQUESTED



129457-31A  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

Contact Us  
559-298-1775  
www.communitywestbank.com



Account  
Goleta Sanitary District

Date  
10/31/2024

Page  
1 of 5

**IntraFi Cash Service<sup>SM</sup>, or ICS<sup>®</sup>, Monthly Statement**

The following information is a summary of activity in your account(s) for the month of October 2024 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through IntraFi Cash Service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

**Summary of Accounts**

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****554	Demand	4.9738%	\$29,591,696.75	\$29,718,070.86
<b>TOTAL</b>			<b>\$29,591,696.75</b>	<b>\$29,718,070.86</b>

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554  
Account Title: Goleta Sanitary District

**Account Summary - Demand**

Statement Period	10/1-10/31/2024	Average Daily Balance	\$29,596,846.71
Previous Period Ending Balance	\$29,591,696.75	Interest Rate at End of Statement Period	4.9738%
Total Program Deposits	1,109.16	Annual Percentage Yield Earned	5.10%
Total Program Withdrawals	(0.00)		
<b>Interest Capitalized</b>	<b>125,264.95</b>		
<b>Current Period Ending Balance</b>	<b>\$29,718,070.86</b>		

**Account Transaction Detail**

Date	Activity Type	Amount	Balance
10/01/2024	Deposit	\$1,109.16	\$29,592,805.91
10/31/2024	Interest Capitalization	125,264.95	29,718,070.86

**Summary of Balances as of October 31, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Amerant Bank, N.A.	Coral Gables, FL	22953	\$248,045.54
American Business Bank	Los Angeles, CA	34788	248,045.54
Ameris Bank	Atlanta, GA	20504	248,045.54
BOKF, National Association	Tulsa, OK	4214	248,045.54
Banc of California	Los Angeles, CA	24045	248,045.54
Bangor Savings Bank	Bangor, ME	18408	248,045.54
Bank 7	Oklahoma City, OK	4147	248,045.54
Bank of Charles Town	Charles Town, WV	9023	248,045.54
Bank of Colorado	Fort Collins, CO	16980	248,045.54
Bank of Idaho	Idaho Falls, ID	26403	248,045.54
Bank of New Hampshire	Laconia, NH	18012	248,045.54
Bank of Pontiac	Pontiac, IL	16982	248,039.09
Bank of the Bluegrass and Trust Co.	Lexington, KY	21161	248,045.54
BankUnited	Miami Lakes, FL	58979	248,045.54
Banner Bank	Walla Walla, WA	28489	248,045.54
Bell Bank	Fargo, ND	19581	248,045.54
Benchmark Community Bank	Kenbridge, VA	20484	248,043.38
Bradesco Bank	Coral Gables, FL	21265	248,045.54
Bremer Bank, National Association	South St. Paul, MN	12923	248,045.54
Busey Bank	Champaign, IL	16450	248,045.54
CIBC Bank USA	Chicago, IL	33306	248,045.54
Cape Cod 5	Hyannis, MA	23287	248,045.54
Cathay Bank	Los Angeles, CA	18503	248,045.53
Cedar Rapids Bank and Trust Company	Cedar Rapids, IA	57244	248,045.54
Central National Bank	Waco, TX	22396	248,045.54

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554  
Account Title: Goleta Sanitary District



**Summary of Balances as of October 31, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Citizens First Bank	Clinton, IA	35477	248,041.24
City National Bank of Florida	Miami, FL	20234	248,045.54
Colony Bank	Fitzgerald, GA	22257	248,045.54
Columbia Bank	Fair Lawn, NJ	28834	248,045.54
Comerica Bank	Dallas, TX	983	247,640.62
Comerica Bank	Dallas, TX	983	404.91
Community State Bank	Ankeny, IA	18272	248,045.54
Coulee Bank	La Crosse, WI	18361	248,045.54
Dime Community Bank	Hauppauge, NY	6976	248,045.54
East West Bank	Pasadena, CA	31628	248,045.54
Farmers National Bank of Danville	Danville, KY	2740	248,045.54
First Bank	Creve Coeur, MO	12229	248,045.54
First Bank Chicago	Highland Park, IL	17470	248,045.54
First Commonwealth Bank	Indiana, PA	7468	248,045.54
First Internet Bank of Indiana	Fishers, IN	34607	248,045.54
First Interstate Bank	Billings, MT	1105	248,045.54
First Merchants Bank	Muncie, IN	4365	248,045.54
First National Bank of Michigan	Kalamazoo, MI	58259	248,045.54
First Utah Bank	Salt Lake City, UT	22738	248,045.54
First-Citizens Bank & Trust Company	Raleigh, NC	11063	248,045.54
Flagstar Bank, N.A.	Hickville, NY	32541	248,045.54
Fulton Bank, N.A.	Lancaster, PA	7551	248,045.54
Guaranty Bank	Springfield, MO	58892	248,045.54
Gulf Coast Bank and Trust Company	New Orleans, LA	32974	248,045.54
HTLF Bank	Broomfield, CO	58458	248,045.54
Hanover Community Bank	Mineola, NY	58675	248,045.54
INB	Springfield, IL	3664	248,045.54
INTRUST Bank NA	Wichita, KS	4799	248,045.54
Independent Bank	Ionia, MI	27811	248,045.54
Independent Bank	Mckinney, TX	3076	248,045.54
Inwood National Bank	Dallas, TX	19080	248,045.54
Johnson Bank	Racine, WI	20296	248,045.54
KeyBank National Association	Cleveland, OH	17534	248,045.54
Liberty National Bank	Lawton, OK	11522	248,045.54
MNB Bank	McCook, NE	5434	200,735.53
MVB Bank, Inc	Fairmont, WV	34603	248,045.54
Mascoma Bank	Lebanon, NH	18013	248,045.54
Merchants National Bank	Hillsboro, OH	6605	248,045.54
MidFirst Bank	Oklahoma City, OK	4063	248,045.54



**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554

Account Title: Goleta Sanitary District

**Summary of Balances as of October 31, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Middletown Valley Bank	Middletown, MD	14017	248,045.54
Midwest BankCentre	St. Louis, MO	1058	248,045.54
Modern Bank, National Association	New York, NY	22398	247,974.58
Northeast Bank	Lewiston, ME	19690	248,045.54
Northwest Bank	Warren, PA	28178	248,045.54
Oakstar Bank	Springfield, MO	58115	248,045.54
Old National Bank	Evansville, IN	3832	248,045.53
Outdoor Bank	Manhattan, KS	17685	248,045.54
Parkway Bank and Trust Company	Harwood Heights, IL	19008	248,045.54
Peoples National Bank, N.A.	Mt. Vernon, IL	3809	248,045.54
Petefish, Skiles & Co.	Virginia, IL	10829	248,045.54
Pinnacle Bank	Omaha, NE	10634	248,045.54
Pinnacle Bank	Keene, TX	20231	248,045.54
Pinnacle Bank	Nashville, TN	35583	248,045.54
Pinnacle Bank - Wyoming	Cody, WY	2232	248,045.54
Planters Bank, Inc.	Hopkinsville, KY	34254	248,045.54
Preferred Bank	Los Angeles, CA	33539	248,045.54
Premier Bank	Youngstown, OH	29845	248,045.54
Primis Bank	Mclean, VA	57968	248,045.54
Provident Bank	Jersey City, NJ	12010	248,045.54
Raymond James Bank	St. Petersburg, FL	33893	248,045.54
Regent Bank	Nowata, OK	4160	248,045.54
Sandy Spring Bank	Olney, MD	4865	248,045.54
Seacoast National Bank	Stuart, FL	131	248,045.54
Security First Bank	Rapid City, SD	5415	248,045.54
Simmons Bank	Pine Bluff, AR	3890	248,045.54
Southern Bank	Poplar Bluff, MO	28332	248,045.54
Southside Bank	Tyler, TX	18297	248,045.52
Stifel Bank	St. Louis, MO	57358	248,045.54
Summit State Bank	Santa Rosa, CA	32203	248,045.54
Sunflower Bank NA	Salina, KS	4767	248,045.54
Susser Bank	Arlington, TX	34885	248,045.54
Synovus Bank	Columbus, GA	873	248,045.53
Texas Capital Bank	Dallas, TX	34383	248,045.54
Texas Partners Bank	San Antonio, TX	58581	248,045.54
The Camden National Bank	Camden, ME	4255	248,045.54
The Farmers & Merchants State Bank	Archbold, OH	5969	248,045.54
The Huntington National Bank	Columbus, OH	6560	248,045.54
The Middlefield Banking Company	Middlefield, OH	13716	248,045.54

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554

Account Title: Goleta Sanitary District



**Summary of Balances as of October 31, 2024**





FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
The State Bank	Fenton, MI	11406	248,045.54
The Stephenson Natl Bank and Trust	Marinette, WI	5306	248,045.54
Thomasville National Bank	Thomasville, GA	34068	248,045.54
Titan Bank, N.A.	Mineral Wells, TX	3225	248,045.54
Town Bank, N.A.	Hartland, WI	34717	248,045.54
Tradition Capital Bank	Edina, MN	58057	248,045.54
TriState Capital Bank	Pittsburgh, PA	58457	248,045.54
Truist Bank	Charlotte, NC	9846	248,045.54
Umpqua Bank	Roseburg, OR	17266	248,045.54
UniBank for Savings	Whitinsville, MA	90290	248,045.54
United Community Bank	Greenville, SC	16889	248,045.54
United Fidelity Bank, fsb	Evansville, IN	29566	248,045.54
Valley National Bank	Morristown, NJ	9396	248,045.54
Washington Federal Bank	Seattle, WA	28088	248,045.54
WesBanco Bank, Inc.	Wheeling, WV	803	248,045.54
West Bank	West Des Moines, IA	15614	248,045.54
Western Alliance Bank	Phoenix, AZ	57512	248,045.54
Wilmington Savings Fund Society, FSB	Wilmington, DE	17838	248,045.54

7100 N. Financial Dr. STE 101  
Fresno, CA 93720

RETURN SERVICE REQUESTED

GOLETA SANITARY DISTRICT  
MONEY MARKET  
1 WILLIAM MOFFETT PL  
GOLETA CA 93117-3901

### Managing Your Accounts

-  Customer Service (800) 298-1775
-  BankLine (24-hours)
-  Mailing Address
-  Website

## STAY INFORMED & PROTECTED

Visit our Fraud Education & Alerts page on [communitywestbank.com](http://communitywestbank.com) for helpful resources today!



**Stay Informed & Protected** - Please regularly check your account balances - a vital part of managing your finances and catching any suspicious account activity such as identity theft and check fraud. At Community West Bank, we provide extensive safeguards to ensure the security of your financial relationship, and offer a number of resources for protecting your business and personal information. Visit our Fraud Education and Alerts webpage at: [www.communitywestbank.com/services-resources/fraud-alerts-education](http://www.communitywestbank.com/services-resources/fraud-alerts-education) for information on how you can protect yourself.

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXXXXX554	\$250,000.00

### PUBLIC MONEY MARKET - XXXXXXXXXXXXX554

#### Account Summary

Date	Description	Amount
10/01/2024	<b>Beginning Balance</b>	<b>\$250,000.00</b>
	1 Credit(s) This Period	\$1,109.16
	1 Debit(s) This Period	\$1,109.16
10/31/2024	<b>Ending Balance</b>	<b>\$250,000.00</b>

#### Interest Summary

Description	Amount
Interest Earned From 10/01/2024 Through 10/31/2024	
Annual Percentage Yield Earned	5.35%
Interest Days	31
Interest Earned	\$1,109.16
Interest Paid This Period	\$1,109.16
Interest Paid Year-to-Date	\$10,984.26
Minimum Balance	\$250,000.00
Average Ledger Balance	\$250,000.00

#### Other Credits

Date	Description	Amount
10/31/2024	INTEREST	\$1,109.16
		1 item(s) totaling \$1,109.16





Summary Statement

October 31, 2024

Page 1 of 3

0000029-0000120 PDF 708953

**Goleta Sanitary District**  
**1 William Moffett Place**  
**Goleta, CA 93117**

**California CLASS**

**California CLASS**

Average Monthly Yield: 5.0039%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Goleta Sanitary District	5,555,641.81	0.00	0.00	23,546.45	243,367.76	5,556,401.37	5,579,188.26
<b>TOTAL</b>	<b>5,555,641.81</b>	<b>0.00</b>	<b>0.00</b>	<b>23,546.45</b>	<b>243,367.76</b>	<b>5,556,401.37</b>	<b>5,579,188.26</b>



Goleta Sanitary District

Account Summary

Average Monthly Yield: 5.0039%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	5,555,641.81	0.00	0.00	23,546.45	243,367.76	5,556,401.37	5,579,188.26

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
10/01/2024	Beginning Balance			5,555,641.81	
10/31/2024	Income Dividend Reinvestment	23,546.45			
10/31/2024	Ending Balance			5,579,188.26	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
10/01/2024	0.000138678	5.0756%
10/02/2024	0.000139380	5.1013%
10/03/2024	0.000138137	5.0558%
10/04/2024	0.000411603	5.0216%
10/05/2024	0.000000000	5.0216%
10/06/2024	0.000000000	5.0216%
10/07/2024	0.000136858	5.0090%
10/08/2024	0.000136838	5.0083%
10/09/2024	0.000136889	5.0101%
10/10/2024	0.000136658	5.0017%
10/11/2024	0.000545556	4.9919%
10/12/2024	0.000000000	4.9919%
10/13/2024	0.000000000	4.9919%
10/14/2024	0.000000000	4.9919%
10/15/2024	0.000136312	4.9890%
10/16/2024	0.000136701	5.0033%
10/17/2024	0.000136971	5.0131%
10/18/2024	0.000410037	5.0025%
10/19/2024	0.000000000	5.0025%
10/20/2024	0.000000000	5.0025%
10/21/2024	0.000136508	4.9962%
10/22/2024	0.000136214	4.9855%
10/23/2024	0.000136301	4.9886%
10/24/2024	0.000136188	4.9845%
10/25/2024	0.000408363	4.9820%
10/26/2024	0.000000000	4.9820%
10/27/2024	0.000000000	4.9820%
10/28/2024	0.000136133	4.9825%
10/29/2024	0.000136054	4.9796%
10/30/2024	0.000136022	4.9784%
10/31/2024	0.000135894	4.9737%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

## **CalPERS 457 Plan**

**October 31, 2024**

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to <https://calpers.voya.com>.

A free paper copy of the information available on the website can be obtained by contacting:

Voya Financial  
Attn: CalPERS 457 Plan  
P.O. Box 389  
Hartford, CT 06141  
(800) 260-0659

### **Document Summary**

This document has two parts. Part I consists of performance information for the plan investment options. This part shows you how well the investments have performed in the past. Part I also shows the total annual operating expenses of each investment option.

Part II provides additional information concerning Plan administrative fees that may be charged to your individual account.

# CalPERS 457 PLAN

## Part I. Performance Information For Periods Ended October 31, 2024

<https://calpers.voya.com>

Table 1 focuses on the performance of investment options that do not have a fixed or stated rate of return. Table 1 shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods<sup>1</sup>. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an investment option's principal risks is available on the website listed above.

Table 1 also shows the Total Annual Operating Expenses of each investment option. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option<sup>2</sup>. The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's website for an example showing the long-term fees and expenses at <http://www.dol.gov/ebsa>. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

**Table 1 - Variable Net Return Investments**

Name of Fund / Name of Benchmark	Performance		Annualized Performance				Total Annual Operating Expenses <sup>3</sup>	
	3 Month	1 Year	5 Years	10 Years	Since Inception	Inception Date	As a %	Per \$1000
<b>Equity Funds</b>								
State Street Russell All Cap Index Fund - Class I	3.47	37.54	14.32	12.11	12.70	10/07/13	0.21%	\$2.10
<i>Russell 3000 Index</i>	3.52	37.86	14.60	12.44	13.04			
State Street Global All Cap Equity ex-US Index Fund - Class I	-0.17	23.08	5.68	4.77	4.54	10/07/13	0.22%	\$2.20
<i>MSCI ACWI ex-USA IMI Index (net)</i>	0.29	24.25	5.83	4.92	4.73			
<b>Fixed Income</b>								
State Street US ShortTerm Gov't/Credit Bond Index Fund - Class I	1.09	5.95	1.21	1.16	1.09	10/07/13	0.22%	\$2.20
<i>Bloomberg US 1-3 yr Gov't/Credit Bond Index</i>	1.18	6.25	1.51	1.56	1.50			
State Street US Bond Fund Index - Class I	0.19	10.32	-0.48	1.20	1.51	10/07/13	0.21%	\$2.10
<i>Bloomberg US Aggregate Bond Index</i>	0.25	10.55	-0.23	1.49	1.80			
<b>Real Assets</b>								
State Street Real Asset Fund - Class A	2.64	13.13	7.08	3.80	3.71	10/08/13	0.34%	\$3.40
<i>State Street Custom Benchmark<sup>4</sup></i>	2.72	13.46	7.29	4.13	4.06			
<b>Cash (Cash Equivalents)</b>								
State Street STIF	1.28	5.39	2.28	1.56	1.53	09/02/14	0.23%	\$2.30
<i>ICE BofA US 3-Month Treasury Bill Index</i>	1.30	5.39	2.36	1.69	1.66			
<b>Target Retirement Date Funds<sup>5</sup></b>								
CalPERS Target Income Fund	1.00	16.54	3.90	3.62	4.91	12/01/08	0.22%	\$2.20
<i>SIP Income Policy Benchmark<sup>6</sup></i>	1.10	16.87	4.06	3.83	5.37			
CalPERS Target Retirement 2020	1.12	18.04	5.18	4.25	6.48	12/01/08	0.22%	\$2.20
<i>SIP 2020 Policy Benchmark<sup>6</sup></i>	1.23	18.40	5.31	4.46	6.93			
CalPERS Target Retirement 2025	1.42	21.15	6.52	5.24	7.42	12/01/08	0.22%	\$2.20
<i>SIP 2025 Policy Benchmark<sup>6</sup></i>	1.55	21.57	6.65	5.44	7.85			
CalPERS Target Retirement 2030	1.57	23.56	7.65	5.96	8.30	12/01/08	0.22%	\$2.20
<i>SIP 2030 Policy Benchmark<sup>6</sup></i>	1.72	24.03	7.84	6.20	8.73			
CalPERS Target Retirement 2035	1.82	26.34	8.90	6.80	9.11	12/01/08	0.22%	\$2.20
<i>SIP 2035 Policy Benchmark<sup>6</sup></i>	1.98	26.87	9.08	7.02	9.58			
CalPERS Target Retirement 2040	2.01	29.26	9.99	7.59	9.75	12/01/08	0.22%	\$2.20
<i>SIP 2040 Policy Benchmark<sup>6</sup></i>	2.20	29.86	10.18	7.82	10.20			
CalPERS Target Retirement 2045	2.13	30.49	10.25	7.99	9.98	12/01/08	0.22%	\$2.20
<i>SIP 2045 Policy Benchmark<sup>6</sup></i>	2.33	31.11	10.45	8.22	10.47			
CalPERS Target Retirement 2050	2.13	30.49	10.25	7.99	10.05	12/01/08	0.22%	\$2.20
<i>SIP 2050 Policy Benchmark<sup>6</sup></i>	2.33	31.11	10.45	8.22	10.47			
CalPERS Target Retirement 2055	2.13	30.49	10.25	7.99	7.99	10/07/13	0.22%	\$2.20
<i>SIP 2055 Policy Benchmark<sup>6</sup></i>	2.33	31.11	10.45	8.22	8.29			
CalPERS Target Retirement 2060	2.13	30.49	10.24	-	10.51	11/01/18	0.22%	\$2.20
<i>SIP 2060 Policy Benchmark<sup>6</sup></i>	2.33	31.11	10.45	-	10.74			
CalPERS Target Retirement 2065	2.13	30.49	-	-	15.76	12/01/22	0.22%	\$2.20
<i>SIP 2065 Policy Benchmark<sup>6</sup></i>	2.33	31.11	-	-	16.23			
<b>Broad-Based Benchmarks<sup>7</sup></b>								
<i>Russell 3000 Index</i>	3.52	37.86	14.60	12.44	-	-	-	-
<i>MSCI ACWI ex-USA IMI Index (net)</i>	0.29	24.25	5.83	4.92	-	-	-	-
<i>Bloomberg US Aggregate Bond Index</i>	0.25	10.55	-0.23	1.49	-	-	-	-



## Part II. Explanation of CalPERS 457 Plan Expenses October 31, 2024

<https://calpers.voya.com>

Table 2 provides information concerning Plan administrative fees and expenses that may be charged to your individual account if you take advantage of certain features of the Plan. In addition to the fees and expenses described in Table 2 below, some of the Plan's administrative expenses are paid from the Total Annual Operating Expenses of the Plan's investment options.

Table 2 - Fees and Expenses				
Individual Expenses <sup>8</sup>				
Service	Fee Amount	Frequency	Who do you pay this fee to?	Description
Loan Origination Fee	\$50	Per loan application	Voya	The charge covers the processing of your loan and applies each time you request a loan from your retirement account. This fee is deducted from your Plan account.
Maintenance Fee (For loans taken on or after April 1, 2020)	\$35 (\$8.75 assessed quarterly)	Annual	Voya	The charge covers the maintenance costs of your loan and applies on a quarterly basis. This fee is deducted from your Plan account.
Self-Managed Account (SMA) Maintenance Fee	\$50	Annual fee deducted monthly on a pro-rata basis	Voya	Schwab Personal Choice Retirement Account is available to you if your Employer has elected it as an option. This fee is deducted pro rata on a monthly basis from your core fund investments <sup>9</sup> in your CalPERS 457 account. For more information about SMAs, including a complete list of fees charged by Schwab for different types of investment transactions, please contact Schwab at (888) 393-PCRA (7272). Fees may also be incurred as a result of actual brokerage account trades. Before purchasing or selling any investment through the SMA, you should contact Schwab at (888) 393-PCRA (7272) to inquire about any fees, including any undisclosed fees, associated with the purchase or sale of such investment.
Self-Managed Account (SMA) Plan Administrative Fee	0.19% (\$1.90 per \$1,000)	Annual fee deducted monthly on a pro-rata basis	Voya	The SMA Plan Administrative fee pays for recordkeeping costs for assets in your SMA account. This fee is deducted pro rata on a monthly basis from your core fund investments in your CalPERS 457 account. The SMA Plan Administrative Fee is subject to change based on total Plan assets.

### Footnotes for Table 1 and Table 2:

<sup>1</sup> Fund returns shown are net of investment management and administrative expenses and fees unless otherwise noted. Benchmark performance returns do not reflect any management fees, transaction costs or expenses. Benchmarks are unmanaged. You cannot invest directly in a benchmark.

<sup>2</sup> Historical annual operating expenses are not available. Reported annual operating expenses are estimated based on SSGA investment management, Voya recordkeeping, and SSGA capped operating expenses.

<sup>3</sup> Total annual operating expenses are comprised of investment management and administrative expenses and fees incurred by the funds.

<sup>4</sup> State Street Real Asset Fund has a custom benchmark comprised of 25% Bloomberg Roll Select Commodity Index, 25% S&P® Global Large MidCap Commodity and Resources Index, 10% Dow Jones US Select REIT Index, 20% Bloomberg US Government Inflation-Linked 1-10 Year Bond Index, and 20% S&P® Global Infrastructure Index.

<sup>5</sup> If the ending market value (EMV) falls to zero in any one month, the inception date resets to the next month with an EMV. Performance is then calculated from the new inception date.

<sup>6</sup> The benchmark for each Target Retirement Date Fund is a composite of asset class benchmarks that are weighted according to each Fund's policy target weights. The asset class benchmarks are Russell 3000 Index, MSCI ACWI ex-USA IMI Index (net), Bloomberg US Aggregate Bond Index, the SSGA customized benchmark for Real Assets (see footnote 4), and ICE BofA US 3-Month Treasury Bill Index.

<sup>7</sup> Broad-based benchmarks grouped here provide comparative performance standards for domestic equity, international equity and fixed income.

<sup>8</sup> The CalPERS Board of Administration periodically reviews the plan administrative fees and adjusts fees to reflect expenses incurred by the Plan. Participant fees are charged to reimburse CalPERS for actual administrative fees of the Plan.

<sup>9</sup> Core fund investments are listed in Table 1 above the Target Retirement Date funds. Core funds include: State Street Russell All Cap Index Fund (Class I), State Street Global All Cap Equity ex-US Index Fund (Class I), State Street US Short Term Government/Credit Bond Index Fund (Class I), State Street US Bond Fund Index (Class I), State Street Real Asset Fund (Class A), and State Street Short Term Investment Fund ("STIF").

# Performance Update

MultiFund

Quoted performance data represents past performance. Past performance does not guarantee nor predict future performance. Current performance may be lower or higher than the performance data quoted. Please keep in mind that double-digit returns are highly unusual and cannot be sustained.

Variable products are sold by prospectus. Consider the investment objectives, risks, charges, and expenses of the variable product and its underlying investment options carefully before investing. The prospectus contains this and other information about the variable product and its underlying investment options. Please review the prospectus available online for additional information. Read it carefully before investing.

Investment return and principal value of an investment will fluctuate so that an investor's unit values, when redeemed, may be worth more or less than their original cost.

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
<b>Maximum Capital Appreciation</b>												
DWS Alternative Asset Allocation VIP Portfolio - Class B <sup>1, 2, 3, 4, 5</sup>	MCA	02/02/2009	-0.31	5.43	5.64	-1.81	2.33	12.35	0.23	3.57	1.76	3.74
LVIP Baron Growth Opportunities Fund - Service Class <sup>8, 9</sup>	MCA	10/01/1998	-1.13	7.85	3.77	-2.87	0.65	20.79	-4.04	7.82	8.52	10.09
LVIP Franklin Templeton Multi-Factor Emerging Markets Equity Fund - Service Class <sup>1, 7, 9</sup>	MCA	06/18/2008	-0.80	8.57	10.95	-5.15	1.84	22.74	1.42	4.08	1.46	2.22
LVIP Macquarie SMID Cap Core Fund - Service Class <sup>8, 9, 17</sup>	MCA	07/12/1991	-1.48	17.60	11.89	-0.50	0.84	32.50	3.11	9.09	8.37	8.73
LVIP SSGA Small-Cap Index Fund - Service Class <sup>8, 9, 22</sup>	MCA	04/18/1986	-1.36	15.00	8.09	-1.58	-2.65	31.89	-1.68	6.72	6.17	6.37

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price Structured Mid-Cap Growth Fund - Service Class <sup>8,9</sup>	MCA	02/03/1994	-1.26	25.01	15.57	1.35	7.32	36.59	-0.02	9.93	10.28	6.83
<b>Long Term Growth</b>												
American Funds Global Growth Fund - Class 2 <sup>1</sup>	LTG	04/30/1997	-0.38	14.22	12.57	-3.12	0.38	28.75	0.46	10.46	9.67	8.86
American Funds Growth Fund - Class 2	LTG	02/08/1984	-1.17	29.31	22.06	-0.04	5.65	44.43	4.62	17.97	14.82	12.10
American Funds International Fund - Class 2 <sup>1</sup>	LTG	05/01/1990	-0.49	5.33	7.25	-4.07	-0.62	23.14	-2.68	2.28	3.22	6.05
Fidelity® VIP Contrafund® Portfolio - Service Class 2	LTG	01/03/1995	-0.62	33.57	27.65	-0.60	4.24	43.90	7.72	16.26	11.97	10.71
Fidelity® VIP Growth Portfolio - Service Class 2	LTG	10/09/1986	-0.48	29.54	25.35	-0.85	4.13	45.24	8.04	18.57	14.79	10.19
LVIP BlackRock Real Estate Fund - Service Class <sup>1, 8, 9, 13, 14</sup>	LTG	04/30/2007	-0.70	3.76	5.04	-4.98	3.39	27.74	-5.26	0.19	1.88	0.63
LVIP Dimensional U.S. Core Equity 1 Fund - Service Class <sup>9</sup>	LTG	12/28/1981	-0.63	22.40	16.87	-0.95	2.06	34.18	6.86	12.75	10.27	9.59
LVIP Macquarie Mid Cap Value Fund - Service Class <sup>8, 9, 17</sup>	LTG	12/28/1981	-1.18	17.83	14.08	-0.19	3.09	33.14	5.64	9.06	8.01	9.89
LVIP Mondrian International Value Fund - Service Class <sup>1, 9</sup>	LTG	05/01/1991	0.57	4.43	7.34	-5.99	-0.97	20.70	3.58	3.87	2.98	5.02
LVIP SSGA International Index Fund - Service Class <sup>1, 9, 22, 23</sup>	LTG	04/30/2008	0.40	3.18	5.43	-5.40	-1.89	20.31	1.17	4.68	3.62	1.72
LVIP SSGA S&P 500 Index Fund - Service Class <sup>9, 22, 24</sup>	LTG	05/01/2000	-0.60	24.59	19.49	-1.03	3.27	36.00	7.48	13.56	11.34	6.13
LVIP Vanguard Domestic Equity ETF Fund - Service Class <sup>3, 4</sup>	LTG	04/29/2011	-0.73	22.34	17.23	-1.08	3.02	34.33	6.02	12.66	10.58	10.73

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP Vanguard International Equity ETF Fund - Service Class <sup>1, 3, 4</sup>	LTG	04/29/2011	-0.08	3.79	6.27	-4.91	-0.39	20.82	-0.48	4.22	3.49	2.90
Macquarie VIP Small Cap Value Series - Service Class <sup>8, 17</sup>	LTG	12/27/1993	-0.96	16.32	9.80	-0.68	-1.82	28.95	2.57	7.11	6.31	8.70
MFS® VIT Utilities Series - Service Class <sup>13</sup>	LTG	01/03/1995	-0.09	13.88	15.90	-3.10	6.76	27.60	5.34	5.92	5.30	9.35
<b>Growth and Income</b>												
American Funds Growth-Income Fund - Class 2	GI	02/08/1984	-0.84	23.23	19.63	-0.71	2.92	37.10	7.97	12.73	10.82	10.23
Fidelity® VIP Freedom 2020 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	-0.16	7.56	7.35	-2.77	0.52	19.02	-0.08	4.77	4.79	5.10
Fidelity® VIP Freedom 2025 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	-0.19	8.69	8.33	-2.88	0.55	20.94	0.30	5.50	5.31	5.65
Fidelity® VIP Freedom 2030 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	-0.18	9.70	9.15	-2.98	0.65	22.60	0.74	6.36	6.05	5.98
Fidelity® VIP Freedom 2035 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	-0.25	11.56	10.78	-3.03	0.78	25.46	1.56	7.89	7.02	10.02
Fidelity® VIP Freedom 2040 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	-0.29	13.89	12.71	-3.13	0.95	28.72	2.58	9.24	7.67	10.54
Fidelity® VIP Freedom 2045 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	-0.32	14.81	13.44	-3.15	1.04	29.88	2.95	9.47	7.79	10.68
Fidelity® VIP Freedom 2050 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	-0.35	14.77	13.43	-3.14	1.02	29.92	2.95	9.48	7.78	10.76
LVIP JPMorgan Retirement Income Fund - Service Class <sup>2, 9, 17</sup>	GI	04/27/1983	-0.17	7.54	6.80	-2.09	0.85	17.02	0.38	2.99	2.90	6.02
LVIP Macquarie U.S. REIT Fund - Service Class <sup>8, 9, 13, 14, 17</sup>	GI	05/04/1998	-1.06	10.60	10.09	-2.86	5.91	32.91	-0.87	1.91	3.70	6.73

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP Macquarie Value Fund - Service Class <sup>9, 17</sup>	GI	07/28/1988	-0.94	11.85	8.59	-2.51	1.08	20.35	3.37	6.03	6.32	7.39
LVIP Macquarie Wealth Builder Fund - Service Class <sup>2, 9, 17</sup>	GI	08/03/1987	-0.22	8.71	7.54	-2.23	0.79	19.68	1.44	3.85	3.52	5.49
<b>Income</b>												
LVIP BlackRock Inflation Protected Bond Fund - Service Class <sup>1, 9, 12</sup>	I	04/30/2010	-0.05	1.47	1.77	-1.09	0.08	5.29	0.05	1.39	0.83	1.24
LVIP Macquarie Bond Fund - Service Class <sup>9, 12, 17</sup>	I	12/28/1981	-0.01	0.51	0.96	-2.60	0.07	10.28	-3.65	-1.24	0.30	5.59
LVIP Macquarie Diversified Floating Rate Fund - Service Class <sup>9, 12, 17, 18, 19</sup>	I	04/30/2010	0.01	4.12	3.90	0.24	1.01	5.42	2.23	1.31	0.81	0.66
LVIP Macquarie Diversified Income Fund - Service Class <sup>9, 12, 17</sup>	I	05/16/2003	0.00	0.88	1.29	-2.49	0.23	10.75	-3.46	-0.78	0.48	2.95
LVIP Macquarie High Yield Fund - Service Class <sup>9, 12, 17, 20</sup>	I	07/28/1988	0.00	5.62	4.91	-0.73	1.75	13.29	0.95	2.67	2.47	4.96
LVIP Mondrian Global Income Fund - Service Class <sup>1, 9, 10, 12</sup>	I	05/04/2009	-0.10	-5.58	-3.94	-4.37	-0.87	6.54	-6.28	-4.13	-1.58	0.30
LVIP SSGA Bond Index Fund - Service Class <sup>9, 12, 22</sup>	I	04/30/2008	-0.03	0.13	0.67	-2.61	-0.18	8.83	-3.75	-1.76	-0.08	1.07
PIMCO VIT Total Return Portfolio - Administrative Class <sup>7, 12</sup>	I	12/31/1997	-0.10	1.55	1.99	-2.62	-0.22	10.77	-3.19	-1.07	0.60	3.32
<b>Preservation of Capital</b>												
LVIP Government Money Market Fund - Service Class <sup>9, 16</sup>	PC	01/07/1982	0.01	3.23	3.11	0.28	0.89	3.76	2.16	0.96	0.25	2.49
<b>Risk Managed - Asset Allocation</b>												

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
LVIP Global Conservative Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.28	7.59	6.28	-2.22	0.92	17.03	-1.11	2.03	2.44	3.84
LVIP Global Growth Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.40	11.47	9.58	-2.38	1.34	23.30	-0.22	3.54	3.11	3.84
LVIP Global Moderate Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.38	10.35	8.63	-2.28	1.36	21.03	-0.46	3.01	2.82	3.92
LVIP SSGA Global Tactical Allocation Managed Volatility Fund - Service Class <sup>1, 2, 3, 9, 11</sup>	RMAA	05/03/2005	-0.33	9.99	8.77	-2.21	0.90	21.17	1.32	4.59	3.20	3.43
<b>Asset Allocation</b>												
Fidelity® VIP Freedom 2055 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	-0.35	14.84	13.46	-3.20	1.02	29.90	2.96	9.46	N/A	9.31
Fidelity® VIP Freedom 2060 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	-0.35	14.74	13.42	-3.17	1.04	29.93	2.96	9.48	N/A	9.33
LVIP BlackRock Global Allocation Fund - Service Class <sup>1, 2, 9</sup>	AsA	04/26/2019	-0.34	9.30	7.99	-2.55	0.77	20.17	0.41	5.58	N/A	5.72
LVIP T. Rowe Price 2020 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.26	8.72	7.63	-2.04	0.94	19.04	0.44	4.93	4.02	3.55
LVIP T. Rowe Price 2030 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.32	10.75	9.24	-2.22	0.98	22.58	1.07	6.50	4.75	3.93
LVIP T. Rowe Price 2040 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.42	13.87	11.72	-2.27	1.23	26.86	2.41	8.34	5.70	4.18
LVIP T. Rowe Price 2050 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/29/2011	-0.46	15.20	12.76	-2.26	1.32	28.40	2.98	8.99	6.27	5.47

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 11/14/2024	YTD as of 11/14/2024	YTD as of 10/31/2024	1 Mo as of 10/31/2024	3 Mo as of 10/31/2024	Average Annual Total Return (%) as of 10/31/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price 2060 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/30/2020	-0.47	15.29	12.83	-2.28	1.44	28.58	3.01	N/A	N/A	12.41
<b>Risk Managed - US Large Cap</b>												
LVIP BlackRock Dividend Value Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	-0.59	14.61	12.48	-1.27	0.94	26.31	5.82	8.46	6.17	6.58
LVIP Blended Large Cap Growth Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	-0.62	28.62	21.79	-0.69	3.79	39.67	6.54	14.40	9.64	7.26
<b>Risk Managed - US Mid Cap</b>												
LVIP Blended Mid Cap Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-1.20	20.50	12.73	-0.35	4.13	29.55	-0.95	8.18	7.64	4.35
LVIP JPMorgan Select Mid Cap Value Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-0.90	18.56	14.24	-0.54	3.04	30.92	5.20	8.84	5.33	6.01
<b>Risk Managed - Global/International</b>												
LVIP Franklin Templeton Global Equity Managed Volatility Fund - Service Class <sup>1, 9, 10, 11</sup>	RMGI	08/01/1985	-0.34	14.48	12.09	-1.89	1.64	27.08	4.36	8.87	4.65	6.71
LVIP SSGA International Managed Volatility Fund - Service Class <sup>1, 3, 9, 11</sup>	RMGI	12/31/2013	0.42	2.71	4.98	-5.38	-2.22	19.77	-0.02	2.13	1.47	1.04
<b>ESG/Socially Conscious</b>												
AB VPS Sustainable Global Thematic Portfolio - Class B <sup>1</sup>	ESC	01/11/1996	-1.14	8.18	8.25	-3.76	0.11	25.35	-3.23	9.98	8.47	5.47
LVIP Macquarie Social Awareness Fund - Service Class <sup>9, 17, 21</sup>	ESC	05/02/1988	-0.64	21.28	16.19	-0.62	2.93	33.72	6.41	13.26	10.34	9.80

# Performance Update

\* These returns are measured from the inception date of the fund and predate its availability as an investment option in the variable annuity (separate account). This hypothetical representation depicts how the investment option would have performed had the fund been available in the variable annuity during the time period. It includes deductions for the M&E charge and the contract administrative fee. If selected above, the cost for the i4LIFE® Advantage feature or a death benefit will be reflected. The cost for other riders with quarterly charges is not reflected. No surrender charge and no annual contract charge is reflected.

**Risk disclosure(s):** The following summarizes some of the risks associated with the underlying funds available for investment. For risks specific to each investment option, please see each fund's prospectus.

## 1: International

Investing internationally involves risks not associated with investing solely in the United States, such as currency fluctuation, political or regulatory risk, currency exchange rate changes, differences in accounting and the limited availability of information.

## 2: Asset Allocation Portfolios

Asset allocation does not ensure a profit, nor protect against loss in a declining market.

## 3: Fund of funds

Each fund is operated as a fund of funds that invests primarily in one or more other funds, rather than in individual securities. A fund of this nature may be more expensive than other investment options because it has additional levels of expenses. From time to time, the Fund's advisor may modify the asset allocation to the underlying funds and may add new funds. A Fund's actual allocation may vary from the target strategic allocation at any point in time. Additionally, the Fund's advisor may directly manage assets of the underlying funds for a variety of purposes.

## 4: Exchange-traded funds

Exchange-traded funds (ETFs) in this lineup are available through collective trusts or mutual funds. Investors cannot invest directly in an ETF.

## 5: Alternative Funds

Certain funds (sometimes called "alternative funds") expect to invest in (or may invest in some) positions that emphasize alternative investment strategies and/or nontraditional asset classes and, as a result, are subject to the risk factors of those asset classes and/or investment strategies. Some of those risks may include general economic risk, geopolitical risk, commodity-price volatility, counterparty and settlement risk, currency risk, derivatives risk, emerging markets risk, foreign securities risk, high-yield bond exposure, index investing risk, exchange-traded notes risk, industry concentration risk, leveraging risk, real estate investment risk, master limited partnership risk, master limited partnership tax risk, energy infrastructure companies risk, sector risk, short sale risk, direct investment risk, hard assets sector risk, active trading and "overlay" risks, event-driven investing risk, global macro strategies risk, temporary defensive positions and large cash positions. If you are considering investing in alternative investment funds, you should ensure that you understand the complex investment strategies sometimes employed and be prepared to tolerate the risks of such asset classes. For a complete list of risks, as well as a discussion of risk and investment strategies, please refer to the fund's prospectus. The fund may invest in derivatives, including futures, options, forwards and swaps. Investments in derivatives may cause the fund's losses to be greater than if it invested only in conventional securities and can cause the fund to be more volatile. Derivatives involve risks different from, or possibly greater than, the risks associated with other investments. The fund's use of derivatives may cause the fund's investment returns to be impacted by the performance of securities the fund does not own and may result in the fund's total investment exposure exceeding the value of its portfolio.

## 6: Target-date funds

The target date is the approximate date when investors plan to retire or start withdrawing their money. Some target-date funds make no changes in asset allocation after the target date is reached; other target-date funds continue to make asset allocation changes following the target date. (See the prospectus for the funds allocation strategy.) The principal value is not guaranteed at any time, including at the target



# Performance Update

date. An asset allocation strategy does not guarantee performance or protect against investment losses. A "fund of funds" may be more expensive than other types of investment options because it has additional levels of expenses.

## 7: Emerging Markets

Investing in emerging markets can be riskier than investing in well-established foreign markets. International investing involves special risks not found in domestic investing, including increased political, social and economic instability, all of which are magnified in emerging markets.

## 8: Small & Mid Cap

Funds that invest in small and/or midsize company stocks may be more volatile and involve greater risk, particularly in the short term, than those investing in larger, more established companies.

## 9: Manager of managers funds

Subject to approval of the fund's board, Lincoln Financial Investments Corporation (LFI) has the right to engage or terminate a subadvisor at any time, without a shareholder vote, based on an exemptive order from the Securities and Exchange Commission. LFI is responsible for overseeing all subadvisors for funds relying on this exemptive order.

## 10: Multimanager

For those LVIP funds that employ a multimanager structure, Lincoln Financial Investments Corporation (LFI) is responsible for overseeing the subadvisor(s). While the investment styles employed by the fund's subadvisors are intended to be complementary, they may not, in fact, be complementary, they may not, in fact, be complementary. A multimanager approach may result in more exposure to certain types of securities risks and in higher portfolio turnover.

## 11: Managed Volatility Strategy

The fund's managed volatility strategy is not a guarantee, and the fund's shareholders may experience losses. The fund employs hedging strategies designed to reduce overall portfolio volatility. The use of these hedging strategies may limit the upside participation of the fund in rising equity markets relative to unhedged funds, and the effectiveness of such strategies may be impacted during periods of rapid or extreme market events.

## 12: Bonds

The return of principal in bond funds is not guaranteed. Bond funds have the same interest rate, inflation, credit, duration, prepayment and market risks that are associated with the underlying bonds owned by the fund or account.

## 13: Sector Funds

Funds that target exposure to one region or industry may carry greater risk and higher volatility than more broadly diversified funds.

## 14: REIT

A real estate investment trust (REIT) involves risks such as refinancing, economic conditions in the real estate industry, declines in property values, dependency on real estate management, changes in property taxes, changes in interest rates and other risks associated with a portfolio that concentrates its investments in one sector or geographic region.

## 15: Risk Management Strategy

The fund's risk management strategy is not a guarantee, and the funds shareholders may experience losses. The fund employs hedging strategies designed to provide downside protection during sharp

# Performance Update

downward movements in equity markets. The use of these hedging strategies may limit the upside participation of the fund in rising equity markets relative to other unhedged funds, and the effectiveness of such strategies may be impacted during periods of rapid or extreme market events.

## 16: Money Market Funds

You can lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share (or, for the LVIP Government Money Market Fund, at \$10.00 per share), it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

## 17: Macquarie Investment Management

Investments in Macquarie VIP Series, Delaware Funds, Ivy Funds, LVIP Macquarie Funds or Lincoln Life accounts managed by Macquarie Investment Management Advisers, a series of Macquarie Investments Management Business Trust, are not and will not be deposits with or liabilities of Macquarie Bank Limited ABN 46008 583 542 and its holding companies, including their subsidiaries or related companies, and are subject to investment risk, including possible delays in prepayment and loss of income and capital invested. No Macquarie Group company guarantees or will guarantee the performance of the series or funds or accounts, the repayment of capital from the series or funds or account, or any particular rate of return.

## 18: Cash Management Funds

An investment in Cash Management Fund is not a bank deposit and is not insured or guaranteed by the FDIC or any other government agency. Although this option seeks to preserve the value of your investment, it is not managed to maintain a stable net asset value of \$1 per share and it is possible to lose money by investing in this investment option.

## 19: Floating rate funds

Floating rate funds should not be considered alternatives to CDs or money market funds and should not be considered as cash alternatives.

## 20: High-yield or mortgage-backed funds

High-yield funds may invest in high-yield or lower rated fixed income securities (junk bonds) or mortgage-backed securities with exposure to subprime mortgages, which may experience higher volatility and increased risk of nonpayment or default.

## 21: ESG

An environmental, social, governance (ESG) standards strategy (also referred to as engagement, green, impact, responsible, social aware, sustainable) generally prohibits investment in certain types of companies, industries and segments of the U.S. economy. Thus this strategy may (i) miss opportunities to invest in companies, industries or segments of the U.S. economy that are providing superior performance relative to the market as a whole and (ii) become invested in companies, industries and segments of the U.S. economy that are providing inferior performance relative to the market as a whole.

## 22: Index

An index is unmanaged, and one cannot invest directly in an index. Indices do not reflect the deduction of any fees.

## 23: MSCI

The fund described herein is indexed to an MSCI® index. It is not sponsored, endorsed, or promoted by MSCI®, and MSCI®; bears no liability with respect to any such fund or to an index on which a fund is based. The prospectus and statement of additional information contain a more detailed description of the limited relationship MSCI®, has with Lincoln Investment Advisors Corporation and any related funds.

# Performance Update

## 24: S&P

The Index to which this fund is managed is a product of S&P Dow Jones Indices LLC (SPDJ) and has been licensed for use by one or more of the portfolio's service providers (licensee). Standard & Poor's®, and S&P®, S&P GSCI® and S&P 500® are registered trademarks of S&P Global, Inc. or its affiliates (S&P); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (Dow Jones). The trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the licensee. The licensee's products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, or their third party licensors, and none of these parties or their respective affiliates or third party licensors make any representation regarding the advisability of investing in such products, nor do they have liability for any errors, omissions, or interruptions of the Index.

## Important Disclosures

Variable products are issued by The Lincoln National Life Insurance Company, Fort Wayne, IN, distributed by Lincoln Financial Distributors, Inc., and offered by broker/dealers with an effective selling agreement. The Lincoln National Life Insurance Company is not authorized nor does it solicit business in the state of New York. **Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

## Asset Categories

MCA	= Maximum Capital Appreciation
LTG	= Long Term Growth
GI	= Growth and Income
I	= Income
PC	= Preservation of Capital
RMAA	= Risk Managed - Asset Allocation
AsA	= Asset Allocation
RMUSL	= Risk Managed - US Large Cap
RMUSM	= Risk Managed - US Mid Cap
RMGI	= Risk Managed - Global/International
ESC	= ESG/Socially Conscious

**DISTRICT  
CORRESPONDENCE**  
**Board Meeting of November 18, 2024**



**Date:**

**Correspondence Sent To:**

1. 10/30/2024

Tedd White

Neal Feay Company

**Subject:** 2025 Industrial User Discharge Permit A-403-26 Renewal Application & Invoice

Letters also sent to:

- University of California, Santa Barbara
- Atomica Corp.
- IntriPlex Technologies
- MANN + HUMMEL Fluid Solutions, Inc.
- Rayne of Santa Barbara, Inc.
- Next Energy Technologies, Inc.
- Soilmoisture Equipment Corporation
- Santa Barbara County Sheriff Coroner Facility
- Goleta Valley Cottage Hospital
- National Railroad Passenger Corp./Amtrak
- Bardex Corporation
- Santa Barbara Airbus
- Karl Storz Imaging, Inc.
- Santa Barbara Municipal Airport
- APEX LLC TSP Filter dba MANN & HUMMEL Fluid Solutions
- SBC South Coast Recycling & Transfer Station
- Praevium Research Inc.
- Kate Farms, Inc.
- Goleta Water District
- Mission Support and Test Services
- Advanced Vision Science, Inc.
- AgRx
- Santa Barbara Wildlife Care Network
- Santa Barbara Metropolitan Transit District
- Raytheon Technologies – Self Protect Systems
- Kyocera – SLD Laser
- La Cumbre Mutual Water District

***Hard Copies of the Correspondence are available at the District's Office for review***