

AMENDED 1/14/2020

CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, January 16, 2020 - 2:00 PM

1000 Main Street Cambria, CA 93428

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at www.cambriacsd.org. The District Office hours are Monday - Thursday, and every other Friday from 9:00 a.m. through 4:00 p.m. Please call 805-927-6223 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session
- E. Agenda Review: Additions/Deletions

2. ACKNOWLEDGEMENTS AND PRESENTATIONS (Estimated Time: 5 Minutes per item)

- A. PROS Chairman's Report

3. PUBLIC COMMENT (Estimated time: 30 minutes. At President's discretion additional comments may be heard at the end of meeting.)

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the District Clerk.

4. CONSENT AGENDA (Estimated time: 15 Minutes)

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for

separate discussion and action after the consent calendar as a whole is acted upon.

- A.** CONSIDERATION OF ADOPTION OF RESOLUTION 01-2020 RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 AND ADOPTION OF RESOLUTION 02-2020 AMENDING THE DISTRICT'S SALARY SCHEDULE Change

5. REGULAR BUSINESS (Estimated time: 15 Minutes per item)

- A.** DISCUSSION ON THE ISSUANCE OF INTENT TO SERVE LETTERS AND POSITION TRANSFERS
- B.** DISCUSSION AND CONSIDERATION OF ANNUAL REVIEW OF BOARD OF DIRECTORS BYLAWS
- C.** DISCUSSION AND CONSIDERATION TO DEVELOP THE BOARD'S STRATEGIC FOCUS AND PLAN
- D.** DISCUSSION AND CONSIDERATION TO APPOINT AN AD HOC COMMITTEE TO EXPLORE THE POTENTIAL CREATION OF A REGIONAL WASTEWATER FACILITY
- E.** DISCUSSION AND CONSIDERATION OF ADOPTION OF POLICY 1030: CODE OF ETHICS AND TO DEVELOP AN APPROACH FOR IMPLEMENTING AND UNDERSTANDING THE POLICY
- F.** DISCUSSION AND CONSIDERATION OF APPROVAL OF RESOURCES & INFRASTRUCTURE COMMITTEE'S PROPOSED MISSION STATEMENT, OBJECTIVES AND GOALS

6. FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)

Requests from Board members to receive feedback, direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct staff to place a matter of business on a future agenda by majority vote.

7. ADJOURN TO CLOSED SESSION (Estimated time 60 Minutes)

- A.** Public Comment
- B.** CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Designated Representatives: General Manager, John F. Weigold, IV and Che Johnson; Employee Group: International Association of Fire Fighters (IAFF)

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.A.**FROM: John F. Weigold IV, General Manager
Monique Madrid Administrative Department Manager

Meeting Date: January 16, 2020 Subject: CONSIDERATION OF ADOPTION OF RESOLUTION 01-2020 RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 AND ADOPTION OF RESOLUTION 02-2020 AMENDING THE DISTRICT'S SALARY SCHEDULE

RECOMMENDATION:

Staff recommends that the Board consider adoption of Resolution 01-2020 ratifying the Memorandum of Understanding (MOU) between the CCSD and SEIU (Local 620) and Adopt Resolution 02-2020 Amending the District's Salary Schedule.

FISCAL IMPACT:

The fiscal impacts for the compensation and benefit increases are as follows:

Benefits:**25. FAMILY MEDICAL LEAVE:**

The fiscal impacts for this benefit are unknown at this time will vary depending upon which employee use the benefit and the number dependents. The leave would require the District to continue to pay the District share of the Health and Dental premium.

Unit members shall be eligible for benefits under the California Family Rights Act ("CFRA") or Federal Family Medical Leave Act ("FMLA") pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

30. ALLOWANCES:

The fiscal impacts for this benefit are unknown. This provision is intended to limit the financial impacts to the District while continuing to provide training and career advancement for eligible employees.

C. The District shall provide an on-going Training & Education Allowance for employees who have received recognized certifications and education above what is required for their job classification. Recognized certificates shall include but not be limited to State Department of Health Services (DHS) Operator Grades above Level II in Wastewater, Water and Laboratory; California Water Environment Association (CWEA), Collection Grades above Level II, American Water Works Association (AWWA) Certifications, Associate of Arts/Science Degrees, Bachelors in Arts/Science Degrees, Spanish Language Certification and other related training and education from a certified institution approved by the General Manager for certificates and/or degrees obtained after July 1, 1997. Such reimbursement shall be in accordance with the schedule

identified below. In order to be eligible, the employee must have obtained the certificate and/or degree while employed by the District and has had prior approval from the General Manager that the training and/or education program qualifies under this allowance. An employee shall only be eligible for reimbursement in the fiscal year in which the training and/or education was completed. Such allowance is not cumulative and may not be carried over from one fiscal year to the next. The maximum allowance in any one fiscal year shall not exceed three hundred and fifty dollars (\$350.00) per employee. Training & Education allowances shall be limited to two (2) attempts for each certification unless otherwise approved by the General Manager.

The following allowances shall be allocated based on satisfactory completion of course work and/or receipt of the appropriate certification:

Water, Wastewater, Laboratory & Collection System Certificates:	
Level III	\$100
Level IV	\$200
Level V	\$300
Associate of Arts/Science:	\$250
Bachelors of Arts/Science:	\$350
Spanish Language Classes above entry level:	\$100
AWWA and other programs approved by the General Manager:	\$100

Employees are also eligible for a one-time, one hundred dollar (\$100.00) incentive payment for each certification obtained not required for their current position. Employees must receive written prior-approval from the General Manager to be eligible for incentive payment for each certification.

D. DELETE SECTION: *This section will be deleted as it is no longer applicable.*

Wages:

41. RATES OF PAY

First year of the agreement:

Effective the first full pay period following ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

The first-year impacts represent an approximation of 6-months increase to the budget. Any necessary budget adjustments will be addressed in the 3rd quarter budget report.

Administration employees will receive a 1.25% wage increase of ~\$1,600.

Water, Wastewater, and Facilities and Resources employees will receive a 2.25% combined increase consisting of a wage increase (1.25%) and equity adjustment (1.0%) Of ~\$16,000

Second year of the agreement:

Effective the first full pay period following one year from ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Administration employees will receive a 1.25% wage increase of \$3,226.

Water, Wastewater and Facilities and Resources employees will receive 2.25% combined wage increase (1.25%) and equity adjustment (1.0%) of \$32,715.

Third year of the agreement:

Effective the first full pay period following two years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Administration employees will receive a 1.5% wage increase of \$3,940.

Water, Wastewater and Facilities and Resources employees will receive 2.5% combined wage increase (1.5%) and equity adjustment (1.0%) of \$36,815.

Fourth year of the agreement:

Effective the first full pay period following three years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Administration employees will receive a 1.5% wage increase of \$3,999.

Water, Wastewater and Facilities and Resources employees will receive 2.5% combined wage increase (1.5%) and equity adjustment (1.0%) of \$37,735.

Fifth year of the agreement:

Effective the first full pay period following four years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Administration employees will receive a 1.25% wage increase of \$4,059.

Water, Wastewater and Facilities and Resources employees will receive 2.5% combined wage increase (1.5%) and equity adjustment (1.0%) of \$38,679.

The combined total 5-year impact equals, \$178,768.

XX. DEFERRED COMPENSATION (NEW SECTION):

457 Supplemental Retirement Plan	Employer Match up to \$25.00 per pay period	Number of payroll periods	Number of possible eligible employees	Total potential cost
	\$25	26	16	\$10,400

DISCUSSION:

The District has successfully negotiated a new five (5) year MOU with the SEIU membership. Employee relations are important to the operations of the District, providing clean and safe drinking water and safe treatment and disposal of wastewater, as well as maintaining the Fiscalini Ranch Preserve and the additional duties required of the District is vital to the community. The District is very fortunate to have such dedicated, talented and hardworking employees. The CCSD employees and their Union Representative worked collaboratively reaching another successful bargaining agreement. During the time we spent discussing the various matters, the SEIU members were receptive to the proposal by the CCSD for a five (5) year MOU, which included some legal updates, wage and equity increases as well as some small changes to the benefits. Adding the 457 plan \$25.00 match will allow the District to provide a benefit which has limited additional costs such as taxes and insurance (Workers Compensation). The sections which have been changed are referenced above if they have a fiscal impact and below for language changes and additions. We look forward to working with all of the District employees in the coming year.

Staff recommends the Board of Directors adopt Resolution 01-2020. The term of the MOU is for five (5) years and will not require the District to begin negotiations again until July of 2025.

LANGUAGE CHANGES: *updated position titles.*

3. COMPOSITION OF UNITS

The District constructed the below employee units, which exclude management and confidential classifications, based on an appropriate community of interests. The unit classifications, including appropriate supervisory employee classifications, are as follows:

OFFICE UNIT

Administrative Technician I, II, III and IV
Finance Specialist

OPERATIONS AND MAINTENANCE UNIT

Water Treatment Operator I, II, and III
Water Treatment Operator-in-Training
Water Treatment Senior Operator
Wastewater Operator I, II, and III
Wastewater Operator-In-Training
Wastewater Senior Operator
Laboratory Technician
Maintenance Technician
Collections Systems Worker

Language change to allow for consistent implementation purposes

22. HOLIDAYS

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the District on July 1 of each year, provided the employee was employed continuously for twelve (12) months. Float holiday hours will be accrued on July 1st of each year based on the following chart:

28. ADMINISTRATIVE LEAVE

Each Office Unit Employee with at least one (1) year of service with the District shall be credited with eighteen (18) hours of Administrative Leave annually. Administrative Leave shall be credited in July of each year provided the employee was employed continuously for twelve (12) months.

Administrative Leave balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

Language change for future cost saving to the District:

31. HEALTH BENEFITS

A. For all regular employees working full-time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher-level plan. The District payment is inclusive of the PERS minimum health contribution (current amount). The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.

Language change to allow for consistent implementation purposes

C. HEALTH REIMBURSEMENT ACCOUNT

(i) Regular employees, after completion of their probationary period shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1st. This program shall be administered by an approved third-party provider and shall conform to all applicable laws, rules and regulations.

(ii) Probationary employees shall become eligible for this benefit upon successful completion of twelve (12) months of service. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

Promotional probationary employees are covered under paragraph (i) above.

(iii) Part-time employees hired after July 1st, 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary, half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.

(iv) Retired Employees: This benefit extends into retirement for employees who were hired before July 1st, 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1st, 2006 will not be eligible for this benefit after separation from the district whether through retirement, voluntary separation, or any other means.

Benefit reduction resulting in cost savings to the District of 5%.

32. DENTAL INSURANCE

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay 85% of the premiums for employee and dependent coverage for the lowest cost plan. However, the District shall have the unilateral discretion to provide a higher-level plan.

XX. PROBATION (NEW SECTION)

New and promotional appointments serve a 12-month probation period.

All probationary periods, shall be for a period of 12-months unless extended by the General Manager.

XX. DISTRICT DMV PULL NOTICE (NEW SECTION)

Any employee who is required to have a California Driver's license as a condition of their employment, must complete a DMV authorization form.

The negotiators also discussed new Personnel Rules which were included in the bargaining sessions. They will be presented at a future time for Board approval.

Attachments: Resolution 01-2020
 Exhibit A to Resolution 01-2020
 Resolution 02-2020
 Exhibit A to Resolution-Amended Salary Schedule

RESOLUTION NO. 01-2020
January 16, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 620

WHEREAS, the Board of Directors of the Cambria Community Services District entered into labor negotiations with the Service Employees International Union (SEIU) Local 620; and

WHEREAS, an agreement was reached between the CCSD and SEIU Local 620.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Memorandum of Understanding between Cambria Community Services District and the Service Employees International Union (SEIU)/Local 620, with a term from January 16, 2020 through January 16, 2025, a copy of which is attached hereto as Exhibit "A," and authorizes its execution by the General Manager.

PASSED AND ADOPTED THIS 16TH day of January, 2020.

Harry Farmer, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Monique Madrid
District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 620

MEMORANDUM OF UNDERSTANDING



~~November 15, 2018 – November 15, 2019~~
January 16, 2020 – January 16, 2025

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 CCSD AND SEIU LOCAL 620
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CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620
MEMORANDUM OF UNDERSTANDING

FOR THE PERIOD OF ~~November 15, 2018~~ January 16, 2020 - January 16, 2025 ~~November 15, 2019~~

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (M.O.U.) is made by and between the Cambria Community Services District, a Special District, hereinafter called the District, and the Service Employees International Union, AFL-CIO, CLC, Local 620, hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Office Unit & Operations and Maintenance Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNITS

The District constructed the below employee units, which exclude management and confidential classifications, based on an appropriate community of interests. The unit classifications, including appropriate supervisory employee classifications, are as follows:

OFFICE UNIT

Administrative Technician I, II, III and IV
~~Finance Specialist~~

OPERATIONS AND MAINTENANCE UNIT

Water Treatment Operator I, II, and III
Water Treatment Operator-in-Training
~~Water Treatment Senior Operator~~
Wastewater Operator I, II, and III
Wastewater Operator-In-Training
~~Wastewater Senior Operator~~
Laboratory Technician
Maintenance Technician
~~Collections Systems Worker~~
~~Wastewater System Supervisor~~
~~Water System Supervisor~~

4. REPRESENTATION

A. The District and the Union agree that Union Officers and Representatives shall be allowed to meet with District Representatives for the purpose of Meeting and Conferring in good faith. If meetings occur during working hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation or any other benefit when formally Meeting and Conferring with representatives of the District.

- B. The Union agrees to provide the District Employee Relations Officer with a list of Union Officers and Representatives who are authorized to Meet and Confer in good faith and to keep the list up to date.
- C. The District agrees that Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations. A staff representative is defined as a paid full-time or part-time employee of the union.

5. UNION STEWARDS

- A. The Union shall furnish the District Employee Relations Officer with a written list identifying by name and work location all regular and alternate stewards.
- B. One union steward shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of District time without loss of compensation or benefits to perform these duties.

6. USE OF DISTRICT FACILITIES

- A. The parties agree that the Union shall have the right to use District bulletin board space allocated for Union literature and notices at the various work sites, but limited as provided by Article IV, Section 2, of Ordinance 6-86. (See Appendix A) This includes allowance of notices of Union meetings.
- B. Upon prior arrangement with the District Employee Relations Officer or designee the District shall provide a meeting room (if available) at no cost to the Union during non-working hours for the purpose of conducting meetings.

~~7. — This Article is no longer legally valid or allowed per the United States Supreme Court decision — Janus and SB 866, and is subject to a pending meet and confer and side letter; in the interim, the District will comply with Janus and SB 866.~~

7. MANAGEMENT RIGHTS RESERVED

- A. Relegation of Management Rights - The District retains, solely and exclusively, all rights and authority of Management which have not been expressly abridged or limited by the various provisions of: (1) The Employer-Employee Relations Ordinance of Cambria Community Services District (Ordinance 6-86, as it now exists or may subsequently be amended); or of: (2) This Memorandum of Understanding.
- B. Specific Management Rights Reserved - The sole and exclusive rights and authority of Management, which are not abridged by this Memorandum of Understanding, shall include but shall not be limited to, the following:
 - 1. Those rights stated in Article I, Section 5: District Rights of District Ordinance 6-86 (See Appendix B).
 - 2. The right to determine the existence or non-existence of facts that are the basis for management decision.

3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types or equipment to be used.
4. The right to establish, continued, discontinue, or modify policies, practices, or procedures (subject to provisions of Meyers-Milias-Brown Act).
5. The right to determine, and to re-determine from time to time, the number, relocation, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract for or subcontract any work or operations of the District; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof (subject to provisions of Meyers-Milias-Brown Act).
6. The right to select, determine and schedule the number and types of employees required.
7. The right to assign work to such employees in accordance with requirements determined by management consistent with provisions provided in District's Policy, Procedures & Rules.
8. The right to establish and change work schedules and assignments (subject to provisions of Meyers-Milias-Brown Act).
9. The right to transfer, reclassify, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to establish and enforce dress and grooming standards (see District Personnel Policy, Procedures & Rules, Sec. 11.1, No. 35, for example).
13. The right to determine the content and intent of job classifications.
14. The right to determine the style and/or types of District-issued wearing apparel, equipment or technology to be used.
15. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to Ordinance 6-86 or this Memorandum of Understanding (subject to provisions in Meyers-Milias-Brown Act).

8. EMPLOYEES' RIGHTS

Employees of the District shall have the rights specified in Article I, Section 4 of the District Ordinance 6-86 (See Appendix C).

9. UNION RIGHTS

A. Leave for Union Business - The District will allow an employee to take leave for Union business if the General Manager determines that such leave will not be disruptive of District business. One employee per calendar year shall be designated to attend Union Board meetings. Such employee, with prior approval of the employee's supervisor, may attend Union Board meetings. District shall provide up to four (4) hours of regular straight time up to four (4) times per year.

B. Names of Unit Members - The District will give the Union a list of names, classification and work location of unit members upon request by the Union. The District will not charge for the list.

C. Agenda - The District will make available to the Union, in the same manner as to the public, the Agendas for District Board Meetings.

10. NON-DISCRIMINATION

A. The District and the Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.

B. The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in union activities, or to join or not to join the Union.

11. PERSONNEL FILES

A. Inspection of files: Material in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment will be made available for inspection by the person involved.

B. Comments and review: When information of a derogatory nature is placed in his/her personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after the item is placed in his/her personnel file.

C. Authorization to examine files: A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files.

12. PROMOTIONS, APPLICATIONS AND APPLICANTS

See District's Personnel Policy, Procedures & Rules, Article 4 for Applications and Applicants and Article 10.2 for Promotions. Also see payment and compensation plan Article 4.3 Promotional Advancement.

13. WORKING OUT OF POSITION

Employees directed by their supervisor and assigned to work in a higher salary range position for 24 consecutive work hours, or more in any pay period shall be paid for the entire pay period they are required to work out of classification at step "A" on the salary range of the classification worked, or on that step which will give them a one step increment increase over their regular rate of pay, whichever is greater. No out-of-position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

14. LAYOFF AND REINSTATEMENT POLICY

A. LAYOFF POLICY

When, in the judgment of the Board, it becomes necessary to make a reduction in the work force, said reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination whenever possible. The District shall provide thirty (30) days written notice to the employee(s) affected. Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. Reinstatement from layoff shall be based on seniority in the classification where the vacancy occurs. Eligibility for reinstatement by an employee laid off shall be for a period of twenty-four (24) months from the date of the layoff.

B. BUMPING RIGHTS

When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire.

C. REINSTATEMENT POLICY

A former covered employee who has separated from his/her employment with the District in good standing may request reinstatement to his/her previously held position with the District within three years (36 months) of such severance. Under these conditions, reinstatement may be granted by the General Manager, provided there is a vacancy in the previously held classification at the time of the request. If reinstatement is granted, the reinstated employee shall be assigned a new date of hire (the reinstatement date) for seniority purposes, and as allowed by law, shall have leave accruals established at the rates in place at the time of the termination in good standing. The health care reimbursement program shall be based upon the new hire date as defined in Article 30C. Such reinstated employee shall serve the typical probationary period for the classification filled through reinstatement.

15. GRIEVANCE PROCEDURE

A. Purpose: It is the purpose of this Article to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and fair manner. An employee or an employee group may be represented, by their exclusive representative, in their dealings with the District under this Article.

B. Definition of Grievance: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:

1. The administration of the conditions of employment, including job description, salary, and benefits in force between the District and the employee.
2. Working conditions within the control of the Manager, including the District's Policies, Procedures and Rules, and for which no other procedures for orderly solution of such complaints exist.

C. Informal Discussion: Any employee, or group of employees, shall first discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's solution to the complaint, the grievance may be presented into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

1. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing to the Manager within five (5) working days of the informal discussion. Within ten (10) working days of receipt of such grievance, the Manager shall investigate and provide a written response to the grievance.
2. If, within five (5) working days of receipt of the Manager's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing to the Manager for a hearing before the District Board. The Manager, upon receipt of the written appeal to the Board shall schedule an executive closed session of the Board (unless the appellant requests in writing an open session). The session may be at the Board's next regular meeting, or at any time within 30 working days of the Manager's receipt of the written appeal to the Board. The employee may present his opinion and present facts to the Board and the Board shall hear District evidence and the recommendation of the Manager. The Board may continue the hearing if this is deemed necessary. The Board shall render its decision within thirty (30) working days from the close of the hearing. The Board's decision shall be final.
3. Refer to Appendix E for grievance form.

16. HOURS OF WORK

A. Work Schedule:

Covered employees shall be assigned to work 80 hours in each two-week payroll period on a 9-80 work schedule, consisting of eight work-days of nine hours each and one work day of 8 hours. Assignment of work days and scheduled days off under this schedule shall be at the discretion of the District.

B. Emergency Response:

In the event of a declared emergency, the General Manager or his/her designee shall have the authority to suspend all leave and cause all employees to return to duty.

C. Paydays:

Paydays shall be bi-weekly on alternate Fridays. If a payday falls on a holiday, paychecks will be issued the last workday prior to the designated payday.

17. OVERTIME

In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered employees will receive overtime pay at a rate of 1.5 times the regular hourly rate of pay for all hours worked in addition to the assigned work schedule.

Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40-hour week on the 9-80 work schedule. Excluding sick leave, paid leave time shall be considered time worked for the purpose of computing overtime hours.

If an employee works on a holiday, in addition to the straight time standard holiday pay, all actual hours worked on that holiday shall be compensated at the overtime rate of 1.5 times the actual hours worked.

Authorization for overtime work must be given in advance by the Department Head if the need for such overtime work can be anticipated during normal working hours. During evenings and weekends, the employee on stand-by duty is authorized to perform essential emergency work and to approve the overtime hours of one additional employee to assist when necessary. If more than one additional employee is needed to assist, then approval must be obtained from a supervisor or manager.

18. COMPENSATORY TIME

Definition: For purposes of this M.O.U., compensatory time off ("CTO") is time earned for overtime hours worked but not cashed out (as opposed to "paid leave time" which encompasses all paid leave categories including but not limited to CTO, Standard Holiday Pay, Float Holiday Pay, Vacation Leave, Sick Leave, Paid Administrative Leave, etc.)

Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently, or extenuating circumstances warrant the General Manager to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the General Manager no later than June 15th of each year. In no event may CTO accrue more than the legally allowed 240 hours.

19. STANDBY PAY

Certain employees will be required to be on standby for rapid response to District operational problems or emergencies after hours, weekends or holidays. Such standby duty will normally be rotated among employees in a department, as determined by the Department Manager. Standby duty is normally assigned for one week at a time, thus requiring standby outside of duty hours on 5 weekdays plus standby on 2 week-end days. Effective upon ratification, for each day's standby assignment an employee will be paid

\$50.00 per day. The \$50.00 is a flat daily stipend and is not subject to overtime calculations.

This is in addition to the employee's pay for regular duty work schedule and is also in addition to any overtime actually worked. Thus, if an employee on standby must respond to a problem that results in time actually worked in excess of 40-hour week, the standby employee will be paid for the time actually worked at one and one-half times the regular rate. An employee on standby duty will be required to wear a pager and remain in the local area where the pager is active. The standby employee may pursue any personal activity that leaves him/her available to promptly respond to calls for response to operational problems or emergencies.

20. AFTER HOURS CALL-BACK

Call back is defined as a non-exempt employee actually and physically returning to District facilities or a service location.

Call back does not include communications, including via text, email, and/or telephone call, that do not require the employee to physically return to District facilities or a service location. Such required work communications, excluding non-compensable de minimus time (six minutes or less, but not excluded if occurring between 10:00 pm and 6:00 am), are accounted for separately as time worked in log entries in increments of 15 minutes (for time worked between seven and fifteen minutes).

Each non-exempt employee who is called back to work after normal work hours, including on-call workers, shall be compensated for a maximum of 2 hours for all work actually performed during the 2-hour period. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour for hour basis. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate. This call-back section applies to call-back on regular work days or on week-ends and holidays.

21. HOLIDAYS

The following are the eleven standard paid holidays observed by this District:

- | | | |
|------------------------|------------------|------------------------|
| New Year's Day | Independence Day | Thanksgiving Day |
| Martin Luther King Day | Labor Day | Day After Thanksgiving |
| President's Day | Columbus Day | Christmas Day |
| Memorial Day | Veterans Day | |

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the District on July 1 of each year, provided the employee was employed continuously- for twelve (12) months. by the District on or before the previous January 1st. Float holiday hours will be accrued on July 1st of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		11 Std Holiday Hours/Yr		July 1 st Float Holiday Hours to Accrue
8	110		88		22
9	110		98		12
10	110		110		0
<i>Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:</i>					

4 hrs/day	55 hrs/yr		44 std hol hrs		11 float hrs
etc.					

- A. No employee, except an employee on paid leave, will be eligible for regular holiday pay unless he or she shall have worked the regularly scheduled shift preceding and following the designated holiday.
- B. Unless otherwise provided in this Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day listed. If the holiday falls on an employee's Standard Day Off, the employee is to take the holiday on their regular scheduled work day either immediately preceding or following their Standard Day Off.
- C. Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked. This does not apply to temporary employees.
- D. The Friday after Thanksgiving is a standard paid holiday and is allotted 8 hours in the chart above. If your SDO (standard day off) is scheduled for that Friday, your SDO stays on that Friday, and you move the holiday to another day (see item B above) – in these instances: fill out a PAF, request an alternate day off, show 8 hours standard holiday pay on the alternate day off, and 1 hour float holiday pay (or other type of paid leave) if you are taking a 9 hour day off.
- E. Float Holiday balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

22. VACATION

Every full-time unit member shall earn paid vacation at the prescribed rate under 23A as part of his/her compensation. Unit members shall also earn vacation credit during any paid leave. Regular, non-temporary, part-time unit members accrue vacation time on a pro rata basis according to the percentage of full-time work assigned the position.

- A. Vacation shall be earned as follows:
- 1 through the end of the 5th year of service (60 months):
3.08 hours biweekly (80 hrs/yr)
 - 5 through the end of the 10th year of service (120 months):
4.61 hours biweekly (120 hrs/yr)
 - 10 through the end of the 15th year of service (180 months):
6.15 hours biweekly (160 hrs/yr)
 - 15 years or more (180 months plus one day):
7.69 hours biweekly (200 hrs/yr)

23. SICK LEAVE

- A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee will earn sick leave from the date of employment, at the rate of 3.70 hours per biweekly pay period (96 hours/year). Regular part-time employees shall receive sick leave pay on a pro rata basis according to hours worked. This does not apply to temporary employees. Unused sick leave may be accumulated without limit. Unit members may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.

- B. Sick leave may be used for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such things as: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities which would negatively affect the employee's ability to return to work and to perform the duties assigned.
- C. Sick Leave Requests. An employee requesting sick leave shall notify his/her immediate supervisor or the Department Head no later than one (1) hour before the time their work shift begins or immediately when taken ill during work hours. Failure to do so without good reason, as determined by the Administrative Services Officer, Department Head, or their designee, may result in that day of absence being treated as leave of absence without pay. The employee, or the employee's designee, will first attempt to personally notify the employee's immediate supervisor or Department Head before utilizing voicemail, e-mail, and/or text message to make the sick leave request.
- D. Physician's Certificate Requirements. In the event that an employee has requested or taken sick leave for three (3) or more workdays, the District may require the employee to immediately, or as soon as possible, provide a physician's certificate as to the illness or injury, duration, the treatment recommended for it, and/or an approval of the employee's intended return to work. However, the District may require such certification regarding sick leave use at any time, including when the District has reason to believe that sick leave is being abused. The General Manager or the General Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory or non-falsified proof of illness or accident.
- E. Abuse of Sick Leave. An employee is subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined above, when they engage in work or other activities which negatively affect their ability to return to work, or when they furnish falsified proof of illness or accident.

- F. **Excessive Use of Sick Leave.** Excessive use of unprotected sick leave may be considered in establishing the performance rating. Unprotected sick leave is sick leave which is not used in connection with Family Sick Leave, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Examples of excess use may include whether an employee's sick leave use indicates a pattern of use on or around specific days of the week, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or of others.
- G. Upon termination of a full-time or regular part-time employee in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), he/she will be paid for 50% of accumulated but unused sick leave, up to a maximum accrual amount of 720 hours. Therefore, the maximum that will be paid is $50\% \times 720 = 360$ hours.
- H. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the District within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.
 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
 3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 36 of this Memorandum of Understanding for State Disability Insurance, as well as Worker's Compensation, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.

4. The District reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".

I. Twenty four (24) hours of sick leave may be converted to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1st through December 31st. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

24. FAMILY MEDICAL LEAVE

Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

25. BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave is available for each incident, and shall be limited to 3 days (24 hours), where the death and service are within the State of California, and up to five days (40 hours) where the death or service is outside the State. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below and by law. The employee shall include their familial relationship to the deceased on their Personnel Action Form.

26. DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived, and as provided by law. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

27. ADMINISTRATIVE LEAVE

Each Office Unit Employee with at least one (1) year of service with the District shall be credited with eighteen (18) hours of Administrative Leave annually. Administrative Leave shall be credited in July of each year provided the employee was employed continuously for twelve (12) months by the District on or before the previous January 1st.

Administrative Leave balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

28. JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. The employee shall turn over his/her jury duty pay to the District. Temporary employees shall not be paid during their absence from work on jury duty.

29. ALLOWANCES

A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$150 payable in July of each year.

B. Employees in the operations and maintenance unit shall receive an annual clothing allowance of \$250 payable in July of each year.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall replace worn or damaged clothing items at their own cost with the exception of coveralls or other job specialty clothing.

In addition, the District may, at its sole discretion following inspection of the previous year's clothing, provide the following articles of clothing once annually:

5 long sleeve shirts
5 short sleeve shirts
1 jacket
plus hats as needed

Employees shall be required to wear these items while on duty.

C. The District shall provide an on-going Training & Education Allowance for employees who have received recognized certifications and education above what is required for their job classification. Recognized certificates shall include but not be limited to State Department of Health Services (DHS) Operator Grades above Level II in Wastewater, Water and Laboratory; California Water Environment Association (CWEA), Collection Grades above Level II, American Water Works Association (AWWA) Certifications, Associate of Arts/Science Degrees, Bachelors in Arts/Science Degrees, Spanish Language Certification and other related training and education from a certified institution approved by the General Manager. for certificates and/or degrees obtained after July 1, 1997. Such reimbursement shall be in accordance with the schedule identified below. In order to be eligible, the employee must have obtained the certificate and/or degree while employed by the District and has had prior approval from the General Manager that the training and/or education program qualifies under this allowance. An employee shall only be eligible for reimbursement in the fiscal year in which the training and/or

education was completed. Such allowance is not cumulative and may not be carried over from one fiscal year to the next. The maximum allowance in any one fiscal year shall not exceed three hundred and fifty dollars (\$350.00) per employee. Training & Education allowances shall be limited to two (2) attempts for each certification unless otherwise approved by the General Manager.

The following allowances shall be allocated based on satisfactory completion of course work and/or receipt of the appropriate certification:

Water, Wastewater, Laboratory & Collection System Certificates:

Level III	\$100
Level IV	\$200
Level V	\$300
Associate of Arts/Science:	\$250
Bachelors of Arts/Science:	\$350
Spanish Language Classes above entry level:	\$100
AWWA and other programs approved by the General Manager:	\$100

Employees are also eligible for a one-time, one hundred dollar (\$100.00) incentive payment for each certification obtained not required for their current position. Employees must receive written prior-approval from the General Manager to be eligible for incentive payment for each certification.

~~A maximum of five employees shall be selected on a voluntary basis by the General Manager for the Dive Team. The Dive Team's responsibility shall include, but not be limited to, research, monitoring and other activities related to the District's Desalination Intake and Outfall Facilities. The District General Manager shall determine the effective date of the establishment of the Dive Team based on progress associated with the Desalination Project. An approved list of equipment required by the District shall be established by the General Manager. The District shall reimburse the employee for all District required equipment, provided prior approval is first obtained from the General Manager. Commencing the first July 1, following two years after establishment of the Dive Team, the District shall provide an allowance of two hundred dollars (\$200.00) for diving equipment repair, maintenance and replacement. Upon separation or resignation by a Dive Team Member or discontinuance of the Dive Team for any reason, employees reimbursed for equipment shall either return the equipment to the District, or reimburse the District for the current value of the equipment. The current value of the equipment shall be based on the total purchase price less straight line depreciation of the equipment at 20% of total cost per year in service.~~

D. Prescription Safety Glasses. The District agrees to provide each employee in the bargaining unit a maximum allowance of up to one-hundred fifty hundred dollars (\$150) per fiscal year for medically required prescription safety glasses. Employees will purchase approved prescription safety glasses from a vendor of their choice and submit a request for reimbursement. Upon reimbursement by the District, the employee shall maintain and wear such prescription safety glasses when performing his/her duties with the District.

E. Bilingual Premium Pay.

- a. The District, in its discretion, may designate a certain number of bargaining unit employees who will be called upon to speak, translate, read or write in Spanish as part of his/her regular duties. Such circumstance(s) will not be interpreted as the employee working out of his/her classification.
- b. The General Manager, or his/her designee, within his/her discretion, will determine the number of employees assigned and which eligible employees will be offered and/or retain a bilingual designation.
- c. Eligible employees, as defined below, who receive a bilingual assignment will receive bilingual premium pay in the amount of twenty-five (\$25) dollars per pay period for all pay periods actually worked.
 - i. Employees must pass a proficiency test as determined appropriate by the District. The proficiency test may measure, among other skills, an employee's ability to communicate, read, or write, fluently, directly, and accurately in both English and Spanish.
 - ii. The District, in its discretion, may re-test employees' proficiency to determine continued eligibility for a bilingual designation.

30. HEALTH BENEFITS

A. For all regular employees working full-time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher level plan. (the Blue Shield Net Value HMO plan is currently the lowest cost health plan that is utilized). The District payment is inclusive of the PERS minimum health contribution (current amount). The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.

B. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to the PERS minimum health contribution only.

C. HEALTH REIMBURSEMENT ACCOUNT

- (i) **Regular employees**, after completion of their probationary period shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1st. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.
- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of probation twelve (12) months of service. The benefit

is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

Promotional probationary employees are covered under paragraph (i) above.

- (iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary, half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.
- (iv) **Retired Employees:** This benefit extends into retirement for employees who were hired before July 1st 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the district whether through retirement, voluntary separation, or any other means.

D. If, during the term of this MOU, the legal requirements of the Affordable Care Act have an impact on District rights and obligations regarding health benefits for District employees, the District shall have the right to reopen Article 30 – Health Benefits, in order to meet and confer over such impacts.

31. DENTAL INSURANCE

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay ~~90~~85% of the premiums for employee and dependent coverage for the lowest cost plan. However, the District shall have the unilateral discretion to provide a higher-level plan.

32. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member spouse and dependent children.

At its discretion, the District may revise its Group Life Insurance Plan to provide a \$50,000 life insurance policy for each unit member, a \$5,000 policy for each employee's spouse, and, at the District's discretion, either a \$2,500 or \$5,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member, spouse, and dependent children up to a maximum contribution of \$10.00 per month for employee only policy or a maximum contribution of \$12.00 per month for employee-family policy.

33. SEXUAL HARASSMENT POLICY

The Sexual Harassment Policy provided as Appendix D shall be the policy of the District only until the Policy is updated in the District Personnel Rules, at which time, Appendix D will sunset.

34. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

35. RETIREMENT

A. The District provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (P.E.R.S.), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The District shall provide the PERS 3% @ 60 retirement plan for covered employees hired prior to October 1, 2012, including single highest year computation and credit for unused sick leave. The District shall provide the PERS 2% @ 60 retirement plan for covered employees hired on or after October 1, 2012 up through December 31, 2012, including the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRRA will be covered by the 2% @ 62 retirement plan and the 36 highest consecutive months' final compensation provision.

B. All employees shall pay 100% of the PERS employee contribution. Employees receiving the 3% @ 60 retirement plan currently pay the entire 8% employee contribution, and employees receiving the 2% @ 60 retirement plan currently pay the entire 7% employee contribution, as determined by statute and CalPERS. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRRA will pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

36. STATE DISABILITY INSURANCE (SDI)

The District shall provide for the integration of State Disability Insurance benefits with sick leave or vacation time on a pro rata basis. This procedure shall not allow the employee to receive more than he/she would have received if the employee were on duty, but shall allow the employee to receive a full salary for as long as his or her sick leave/ vacation reserves allow through integration.

37. PART-TIME EMPLOYEES

A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.

B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.

C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

38. ADVANCEMENT IN SALARY

The salary range as set forth for each position is divided into five (5) steps that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

A. Normally a newly appointed employee is placed upon the "A" step (bottom step) of his/her salary range. However, upon determination of the Manager that the needs of the District service and the qualifications of the newly appointed employee warrant such placement, the employee may be started on any step of the salary range.

1. Step Increases. Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by his/her Department Head, who shall make such recommendation to the Manager for concurrence. Progression from "A" step to "B" step will normally be at the satisfactory completion of the 12 month probationary period. If the probationary period is extended the initial step increase from "A" to "B" step will not be granted until the satisfactory completion of the extended probationary period. All other step increases ("B" to "C" step, and above) will be at one year intervals between steps, but only upon satisfactory performance review and merit increase recommendation by the employee's Department Head to the Manager, and the Manager's concurrence. (Note that a probationer who was initially appointed above the "A" step may satisfactorily complete probation in 12 months, but will not be eligible for merit step increase until one year from initial employment unless the General Manager determines that outstanding performance during probation warrants a merit increase at the completion of the probationary period).

B. Positions are assigned to ranges as indicated in Appendices G – I, attached.

39. PROMOTIONAL ADVANCES

Whenever a full-time employee is promoted to a higher position in the District's service he/she will be placed on a step in the salary range of the new position which will approximately result in at least a 5% increase in pay compared to the employee's existing pay range. If the top of the new position's salary range ("E" step) does not allow such 5% improvement, then the promotion shall be made to the "E" step of the promotional position's range.

40. RATES OF PAYWage IncreasesFirst year of the agreement:

Effective the first full pay period following ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Second year of the agreement:

Effective the first full pay period following one year from ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Third year of the agreement:

Effective the first full pay period following two years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Fourth year of the agreement:

Effective the first full pay period following three years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Fifth year of the agreement:

Effective the first full pay period following four years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Longevity Pay

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary.

Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in 7.5% overall increase).

Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10% overall longevity increase).

Qualification for each increase shall be based on a covered employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after October 1, 2012 will not receive longevity pay.

41. CONTRACT/JOB DESCRIPTION REVIEW

District and Union have reviewed existing contract language and job descriptions of represented employees. Such review has resulted in modifications to the Contract and employee job descriptions.

42. INCORPORATION OF INDEPENDENT DOCUMENTS

Only those paragraphs of the District's Ordinance 6-86, the paragraphs of the District's Personnel Policy, Procedures and Rules and the paragraphs of the District's Payment and Compensation Plan which paragraphs are specifically referred to in this M.O.U. shall be considered part of this M.O.U..

43. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this M.O.U. shall be from ~~November 15, 2018~~ January 9, 2020 through ~~November 15, 2019~~ January 9, 2025. If either party requests modification or extension of the M.O.U. by August 15, ~~2019~~ 2024, then Meeting and Conferring shall commence no

later than September 15, ~~2019~~2024, to strive for such modification or extension.

Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits.

44. VIDEO DISPLAY TERMINAL (VDT) USE

District shall provide special equipment, including special eyeglasses, training on the health hazards of VDT use and such other materials and equipment upon request of an employee and approval by the General Manager. The cost of such equipment and other materials may be apportioned if it is used both on and off the job. Employees shall be allowed periodic breaks as approved by their supervisor when working continuously on a VDT. The District will make a concerted effort to reduce or eliminate noise from office equipment within office space and budget limitations.

45. CONTRACTING OUT

The District will notify the Union thirty (30) days in advance of Board action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the District will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the Board of Directors to contract outside work in its sole discretion.

46. DISTRICT POLICIES AND PROCEDURES

Upon written notification by the District, SEIU agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

47. SEVERABILITY CLAUSE

If any article or section of this M.O.U. shall be found invalid or unlawful by reason of existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U.

48. DISTRICT DMV PULL NOTICE

Any employee who is required to have a California Driver's License as a condition of their employment, must complete a DMV authorization form.

49. PROBATION PERIODS FOR NEW AND PROMOTIONAL APPOINTMENTS

All probation periods, shall be for a period of 12 months, unless extended by the General Manager.

50. DEFERRED COMPENSATION 457 MATCH

The district shall provide a matching monthly contribution of \$25.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
John F. Weigold IV, ~~Acting~~ General Manager/Employee Relations Officer

SERVICES EMPLOYEES INTERNATIONAL UNION LOCAL 620

By: Robert MacLeod 1/13/2020
~~Robert MacLeod, Field Representative~~

COMMITTEE MEMBERS

By: John Bluff

By: Jim [Signature]

APPENDICES

- "A" ARTICLE IV, SECTION 2, OF ORDINANCE 6-86
(Employee Organization Activities/Use of District Resources)
- "B" ARTICLE I, SECTION 5, OF ORDINANCE 6-86
(District Rights)
- "C" ARTICLE I, SECTION 4, OF ORDINANCE 6-86
(Employee Rights)
- "D" SEXUAL HARASSMENT POLICY
(Adopted by Resolution 24-96, June 24, 1996 – sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)
- "E" EMPLOYEE GRIEVANCE FORM

APPENDIX A*Excerpt from ORDINANCE 6-86*

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

... writing to the District Employee Relations Officer within fourteen (14) days of such change.

Section 2. Employee Organization Activities/Use of District Resources

Access to District work locations and the use of District paid. time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in the Memorandum of Understanding and/or administrative procedures and shall be limited to activities pertaining directly to employer-employee relationships and not such internal employee organization business as: soliciting membership, campaigning for office and organization meetings and election, and shall not interfere with the efficiencies, safety and security or normal conduct of the District operations.

ARTICLE V – MISCELLANEOUS PROVISIONS

Section 1. Construction

This Ordinance shall be administered and construed as follows:

(a) Nothing in this Ordinance shall be construed to deny to any person, employee, organization, the District or any authorized official body or representative of the District, the rights, powers and authority granted by federal or state law;

(b) This Ordinance shall be interpreted' so as to carry out its purposes as set forth in Article I. ...

APPENDIX B

Excerpt from ORDINANCE 6-86

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

Section 5. District Rights

The District retains, solely and exclusively, all rights of management which have not been expressly abridged or limited by the various provisions of this Ordinance or of a Memorandum of Understanding. The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, committees and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the method, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission and emergency; and exercise complete control and discretion over its organization and the technology of performing its work. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this Ordinance.

Section 6. Procedural Guidelines

A. The District Employee Relations Officer, under direction of the Board of Directors, is responsible for implementation of this Ordinance, and the Board of Directors may establish such additional administrative procedures, rules and regulations as it deems necessary for ...

APPENDIX C

Excerpt from ORDINANCE 6-86

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

... interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them or to adjust their grievance or effectively to recommend such action if the exercise of such authority is not merely routine or clerical in nature, but calls for the use of independent judgment.

(u) Valid election – means an election in which one choice receives the valid votes of more than fifty percent (50%) of the eligible voters in an appropriate unit.

Section 4. Employee Rights

Employees of the District shall have the right, subject to the regulations established by the Board of Directors, to join and participate in the activities of an organization of their own choice and be represented by an organization in their employment relations with the District.

Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and have the right to represent themselves individually in their employment relations with the District.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of his/her exercise of these rights.

APPENDIX D

ADOPTED BY RESOLUTION 24-96, JUNE 24, 1996

CAMBRIA COMMUNITY SERVICES DISTRICT SEXUAL HARASSMENT POLICY – (Sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)

Purpose. It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the Cambria Community Services District that sexual harassment is unacceptable and will not be tolerated.

Definition. Sexual harassment is generally defined as unsolicited and unwelcomed sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, that usually occurs when:

1. Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,
3. Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.
4. Such conduct, whether blatant or subtle, that discriminates against a person solely because of that person's sex.

Definition Examples. Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

1. Written: sexually suggestive or obscene letters, notes or invitations
2. Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.
3. Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters.
4. Physical: assault, attempted rape, impeding or blocking movement, or touching.

5. Other:

- a. Sexual advances which are unwanted (this may include situations which began as reciprocal attractions/ but later ceased to be reciprocal).
- b. Persons in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.
- c. Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).
- d. Implying or actually withholding support for appointment, promotion transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.
- e. Reprisals or threats after negative response to sexual advances.

Policy Publicizing. All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

1. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by their Department Head or Supervisor.
2. An annual bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy. Said bulletin shall also include summaries of cases involving sexual harassment, including examples of back pay, punitive damages and personal financial liability of supervisors.
3. Within three (3) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy.

Complaint Process. Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

1. An informal complaint is made verbally by the employee to his/her immediate supervisor. Although filing the complaint with said immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisory employee.
2. A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as Exhibit "A," and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred the employee is

free to submit his/her formal complaint with any supervisory employee, or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

Complaint Response Process. Any supervisory employee who receives a formal or informal sexual harassment complaint shall at all times maintain the confidentiality of the plaintiff and shall personally deliver said complaint Immediately and directly to the General Manager.

1. Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager.
2. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings shall be kept by the General Manager.
3. All discussions resulting from said investigation shall be kept confidential.
4. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

Disciplinary Procedures and Sanctions. Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

1. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.
2. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.
3. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

APPENDIX E

**EMPLOYEE GRIEVANCE FORM
CAMBRIA COMMUNITY SERVICES DISTRICT**

Employee's Name: _____ Date: _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the Informal conference:

Specific remedy sought:

RESOLUTION 02-2020

January 16, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S SALARY SCHEDULE

WHEREAS, the District engaged in labor negotiations with the Services Employees International Union (SEIU), reaching agreement with a wage and equity increase, for the represented unit; and

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

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

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

1. The revised Cambria Community Services District Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.
2. In accordance with CalPERS regulation CCR §570.5, the pay rate and pay schedule is amended and represents the negotiated increases.
3. This Resolution and the salaries contained in Exhibit A shall constitute a publicly available pay schedule as required by Government Code Section 20480. Pursuant to CCR §570.5, it shall be immediately accessible and available for public review during the District's normal business hours.
4. This pay schedule shall be effective the first full payroll period following ratification of the SEIU MOU upon adoption of this Resolution. This Resolution and the pay schedule contained herein shall be retained by the District in its official records on a permanent basis.

Resolution 02-2020 was adopted at a Regular Meeting of the Cambria Community Services District on January 16, 2020.

Harry Farmer
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Monique Clerk
District Clerk

Timothy J. Carmel
District Counsel

**CAMBRIA COMMUNITY SERVICES DISTRICT
SALARY SCHEDULE
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020
UPDATED JANUARY 16, 2020**

POSITION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	10 YEARS SERVICE STEP E+5%	15 YEARS SERVICE STEP E+7.5%	20 YEARS SERVICE STEP E+10%
SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS) - Wage Increases Effective 1st Full Payroll Following January 16, 2020								
Administration (Includes 1.25% Wage Increase)								
Clerical Assistant	35,623	37,404	39,274	41,238	43,300	45,465	46,547	47,630
Administrative Technician I	42,491	44,615	46,846	49,188	51,648	54,230	55,521	56,812
Administrative Technician II	50,595	52,469	55,092	57,847	60,739	63,776	65,295	66,813
Administrative Technician III	61,459	63,735	66,922	70,268	73,781	77,470	79,315	81,159
Finance Specialist-Payroll/Benefits	61,459	63,735	66,922	70,268	73,781	77,470	79,315	81,159
Facilities & Resources (Includes 1.25% Wage Increase & 1.0% Equity Adjustment)								
Maintenance Technician	45,557	47,835	50,227	52,738	55,375	58,144	59,529	60,913
Water, SWF & Wastewater Operations (Includes 1.25% Wage Increase & 1.0% Equity Increase)								
Water Treatment OIT	45,330	47,597	49,977	52,476	55,099	57,854	59,232	60,609
Water Treatment Operator I	47,411	49,782	52,271	54,884	57,629	60,510	61,951	63,392
Water Treatment Operator II	53,708	56,393	59,213	62,174	65,282	68,546	70,178	71,810
Water Systems Operator T3/D2	60,840	63,882	67,076	70,430	73,951	77,649	79,497	81,346
WasteWater Collection System Worker	47,580	49,959	52,457	55,080	57,834	60,725	62,171	63,617
WasteWater Systems OIT	50,085	52,589	55,219	57,980	60,879	63,923	65,445	66,967
WasteWater Systems Operator I	52,646	55,279	58,043	60,945	63,992	67,192	68,792	70,391
Laboratory Technician	58,169	61,077	64,131	67,338	70,705	74,240	76,008	77,775
WasteWater Systems Operator II	59,341	62,308	65,423	68,694	72,129	75,736	77,539	79,342
WasteWater Systems Operator III	65,566	68,844	72,286	75,901	79,696	83,680	85,673	87,665
WasteWater & Water Supervisors & SWF CPO	76,911	80,757	84,795	89,035	93,486	98,161	100,498	102,835
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS)								
Fire Captain	72,636	76,268	80,081	84,085	88,290	92,704	94,911	97,118
Fire Engineer	60,240	63,252	66,415	69,735	73,222	76,883	78,714	80,544
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (HOURLY AMOUNTS)								
Firefighter (SAFER Grant)	13.65	14.33	15.05	15.80	16.59	N/A	N/A	N/A
CAMBRIA RESERVE FIREFIGHTERS (HOURLY RATE: NO STEPS)								
Reserve Recruit Firefighter **	13.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Firefighter **	13.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Fire Engineer **	14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Lieutenant **	15.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CAMBRIA EXEMPT EMPLOYEES (ANNUAL AMOUNTS)								
Deputy District Clerk (Confidential)	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Management Analyst	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Facilities & Resources Supervisor	74,945	78,692	82,627	86,758	91,096	N/A	N/A	N/A
Administrative Services Officer/District Clerk (Confidential)	111,572	117,151	123,008	129,159	135,616	N/A	N/A	N/A
Finance Manager	107,900	113,295	118,960	124,908	131,153	N/A	N/A	N/A
District Engineer/Utilities Department Manager	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Fire Chief	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Administrative Department Manager (Confidential)	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
General Manager August 1, 2019 (or sooner)- January 31, 2020)	155,000	155,000	155,000	155,000	155,000	N/A	N/A	N/A
General Manager (February 1, 2020)	170,000	170,000	170,000	170,000	170,000	N/A	N/A	N/A
CAMBRIA LIMITED TERM EMPLOYEE (HOURLY RATE: NO STEPS)								
Strategic and Organizational Advisor *	99.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Employee will be working on and as-needed basis, approx 30/hrs per month.

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

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

Position with Confidential designation receives 5% pay differential

Red denotes a change

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**

FROM: Melissa Bland, Management Analyst

Meeting Date: January 16, 2020Subject: DISCUSSION ON THE
ISSUANCE OF INTENT TO
SERVE LETTERS AND
POSITION TRANSFERS**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss the issuance of Intent to Serve letters and transfers of positions, including water meters and wait list positions.

FISCAL IMPACT:

There is no fiscal impact identified with the recommended discussion.

DISCUSSION:

The purpose of this agenda item is to provide clarity regarding the District's past and current practices related to the issuance or extension of Intent to Serve ("ITS") letters for new construction and Will Serve letters (also known as Confirmation of Water and Sewer Availability letters) for remodels, additions and changes of use.

In conjunction with the District's 2001 declaration of a Water Code Section 350 Water Shortage Emergency, issuance of ITS letters for new development was suspended. Some exceptions to this suspension included active ITS letters (meaning those already served), affordable housing projects, public educational facilities, publicly owned park and recreation facilities and other governmental facilities.

The following information includes processes applied in addressing: (1) Extensions in active ITS letters; (2) Remodels, Additions, Reconstruction, or Change of Use Projects; and (3) Transfers in Position.

1. EXTENSIONS OF ACTIVE INTENT TO SERVE LETTERS

Intent to Serve Letters issued prior to the moratorium will be honored by the CCSD.

There are a small number of ITS letters that meet this standard. An active ITS may be extended per District Code Section 8.04.080E3.

- a. If the EDU assignment for the project is 3 or fewer, the General Manager (in his/her absence, the designated manager) has authority to process requests for extensions and execute the extension approval letters.

- b. The Board of Directors shall have full discretion to approve or disapprove requests for extension on all other projects and, if granted, they shall be subject to any conditions which the board may impose.
2. REMODELS, ADDITIONS, RECONSTRUCTION, CHANGE OF USE PROJECTS
- a. The process outlined here is codified in District Code 8.04.060C and 4.20.030C.
 - b. Projects in this category do not require an ITS letter to proceed to construction but are satisfied by a separate review process and issuance of a Will Serve letter. These projects cannot exceed their existing allocated Equivalent Dwelling Units.
 - c. The District conducts Fire and Engineering Reviews of the project to confirm compliance with the Uniform Fire Code and the District's Water Conservation and Retrofit Program.
 - d. Upon successful reviews and confirmed compliance, two letters are provided to the applicant for satisfaction of County Planning and Building Department requirements for building permits.
 - (1) Fire Plan Review letter (executed by the district's Fire Chief)
 - (2) Will Serve letter, also known as Confirmation of Water & Sewer Availability (executed by the District Utilities Manager or the Management Analyst).
 - e. Projects that add plumbing fixtures are assessed impact fees per the District approved Fee Schedule. Impact fee revenue stays within the Water Department's budget and can be used to fund the conservation program or other board approved expenditures.
3. TRANSFERS OF POSITIONS, INCLUDING WAIT LIST POSITIONS AND ACTIVE SERVICE METERS
- a. Transfers are regulated under Section 8.04.100 of the District Code.
 - b. Applications for transfers are reviewed by the Management Analyst before being forwarded to District Counsel for preparation of the Transfer Agreement and Restrictive Covenant.
 - c. The General Manager is authorized to process commercial and residential transfer applications that meet the requirements of the District Code.

DEFINITIONS

Intent to Serve Letter

An Intent to Serve Letter (ITS) is part of the water hookup process for new construction. It states that the CCSD will provide water and sewer service to a residential or commercial building project if there is sufficient water, if fees are paid on time, and if all steps are completed satisfactorily. An Intent to Serve Letter is required by the County of San Luis Obispo Planning and Building Department prior to commencing the County building permit process.

Will Serve Letter (also known as a Water and Sewer Availability Letter)

A letter for confirmation of water and sewer service relative to remodels, additions and reconstruction projects. The letter is provided to the project applicant, by the District, after successful plan reviews for Fire and Engineering compliance. A Will Serve Letter is required by the County of San Luis Obispo Planning and Building Department prior to the filing of plans for County building permits.

Non-Active Service Commitments

Parcels which the District has determined have pre-existing (grandfathered) commitments for service but do not have active service. Non-active service commitments are subject to minimum bi-monthly billing to maintain commitment status.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**

FROM: John F. Weigold IV, General Manager

Meeting Date: January 16, 2020Subject: DISCUSSION AND CONSIDERATION
OF ANNUAL REVIEW OF BOARD OF
DIRECTORS BYLAWS

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider the Board Bylaws and provide direction regarding any changes they would like to have brought back for adoption.

FISCAL IMPACT:

There is no fiscal impact associated with the Board's annual review of its Bylaws.

DISCUSSION:

Section 10.1 of the Board of Directors Bylaws provides that they are to be reviewed annually at the first regular meeting in January. Any amendments are to be considered for adoption at the first regular meeting in February. Accordingly, attached is a copy of the current Board Bylaws, as revised on March 21, 2019 per Resolution 10-2019, for the Board's review and consideration.

Attachments: 2019 Board of Directors Bylaws

BYLAWS

COMPLIANCE WITH FEDERAL OR STATE LAW

The Cambria Community Services District (CCSD) Board of Directors will comply with all Federal and State laws governing their conduct in the performance of their duties as Directors. These Bylaws are not intended to amend any laws governing the behavior of any individual Board Member or the Board as a whole. These Bylaws are for the purpose of providing guidance to the Director in the performance of his or her duties. If it is determined any of these Bylaws conflict with Federal or State rules or statutes the Federal or State rules or statutes will apply

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The President of the Board of Directors shall serve as presiding officer at all Board meetings. The President shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President are both absent, the remaining members shall select one among themselves to act as presiding officer of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the first regular meeting in December and the term of office shall commence immediately upon election and continue until replaced.
- 1.5 The President or his or her designate shall be the spokesperson for the Board and point person for intergovernmental relations.

2. MEETINGS

- 2.1 Regular meetings of the Board of Directors shall be on the second and third Thursday of each calendar month in the Veterans Memorial Hall, located at 1000 Main Street, Cambria, unless otherwise directed by the Board of Directors. The time for holding Regular meetings of the Board of Directors shall be established by resolution.
- 2.2 Reserved.
- 2.3 Meeting Length. The business at regular meetings of the Board of Directors, including any scheduled closed sessions, shall be conducted for no more than a three-hour period, unless extended by a four-fifths (4/5th) vote of the Board. In the event there are remaining items on the agenda at the end of the three-hour period, the Board may adjourn the meeting to a specific date and time in accordance with the provisions of Government Code Section 54955. The intent and purpose of this policy is to encourage a reasonable time period in which the Board of Director's business is discussed and to protect against fatigue in discussing and deciding important District issues.

3. AGENDAS

- 3.1 The General Manager, in cooperation with the Board President and Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors. An item placed on an agenda in this manner shall only be removed by the General Manager, in cooperation with the President and Vice President. Any Director's request to place an item on the agenda must be approved by the Board President or a majority of the Board Members acting in open session.
- 3.2 For regular meetings, a block of time shall be set aside to receive general public comment. Comments on items on the agenda should be held until the appropriate item is called. Public comment shall be directed to the President of the Board and limited to three minutes

unless extended or shortened at the President's discretion. During general public comment:

- (a) Board Members may briefly respond to statements or questions from the public; and
- (b) Board Members may, on their initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
- (c) The President of the Board or a Board majority in open session may take action to direct staff to place a matter on a future agenda.

3.3 Those items on the CCSD agenda, which are considered to be of a routine and non-controversial nature, are placed on the Consent Agenda. These items shall be approved, adopted, and accepted by one motion of the Board of Directors.

- (a) Board members may request any item listed under Consent Agenda be removed from the Consent Agenda, and the Board will take action separately on that item.
- (b) A Board member may ask a minor question, for clarification, on any item on the Consent Agenda. The item may be briefly discussed for clarification and the questions will be addressed along with the rest of the Consent Agenda.
- (c) When a Board member wishes to pull an item simply to register a dissenting vote, the Board member shall inform the presiding officer they wish to register a dissenting vote without discussion. These items will be handled along with the rest of the Consent Agenda, and the District Clerk will register a "no" vote in the minutes.

4. PREPARATION OF MINUTES

- 4.1 The minutes of the Board shall be kept by the District Clerk.
- 4.2 The District Clerk shall be required to make a record only of such business as was actually passed upon by a vote of the Board and,

except as provided in Section 4.3 and 4.6 below, shall not be required to record any remarks of Board members or any other person.

- 4.3 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed.
- 4.4 Written comments delivered to the Board at the meeting that were not contained in the Board Agenda Packet for review by the Board prior to the meeting shall be maintained as a separate public record.
- 4.5 The District Clerk shall attempt to record the names and general place of residence of persons addressing the Board and the title of the subject matter to which their remarks related..
- 4.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Clerk shall compile a summary of the testimony of the witnesses.

5. MEMBERS OF THE BOARD OF DIRECTORS

- 5.1 Information that is exchanged before meetings shall be distributed through the District Clerk, and all Directors will receive all information being distributed.
- 5.2 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.3 Individual Directors have the right to disagree with ideas or opinions, while being respectful. Once the Board of Directors takes action, Directors should not create barriers to the implementation of said action.
- 5.4 At the President's discretion District Counsel shall act as parliamentarian.

6. AUTHORITY OF DIRECTORS

- 6.1 The Board of Directors is the unit of authority within the CCSD. Apart from their normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the CCSD to any policy, act or expenditure.

- 6.2 Directors do not represent any fractional segment of the community, but are rather a part of the body, which represents and acts for the community as a whole.
- 6.3 The primary responsibilities of the Board of Directors are:
 - (a) The formulation and evaluation of policy.
 - (b) Monitoring the CCSD's progress in attaining its goals and objectives.
 - (c) Appointment of a General Manager to handle all matters concerning the operational aspects of the CCSD.

7. DIRECTOR GUIDELINES

- 7.1 Board Members, by making a request of the General Manager, shall have access to information relative to the operation of the CCSD. If the General Manager cannot provide the requested information in a timely manner the General Manager shall inform the individual Board Member why the information is not or cannot be made available.
- 7.2 Individual Board Members should not involve themselves in the day-to-day operations of the District. Their principle role is to participate in the process of establishing the District's policies and goals. The General Manager is responsible for implementing those policies and goals.

Individual Board Members should also not involve themselves or interfere in personnel matters. This is especially true if there is any potential that a personnel matter could subsequently be heard by the Board as an appeal of discipline. Therefore, personnel matters and other operational issues that may be of concern to individual Board Members should be addressed through the General Manager.

Individual Board Members should also refrain from giving orders or instructions to the General Manager or any subordinates of the General Manager. The General Manager shall take directions and instructions from the Board of Directors, as a body, when it is sitting

in a duly convened meeting. When presented with questions or complaints from citizens or staff related to operational or personnel matters, Board Members should listen to the concerns expressed and either: (1) confer with the General Manager or District Counsel, as appropriate; or (2) refer the individual to the General Manager for resolution of their concerns.

8. DIRECTOR COMPENSATION

- 8.1 Directors may receive compensation of one hundred dollars (\$100.00) for each authorized meeting attended or for each day of service rendered as a Director.
- 8.2 The following are authorized meeting for which a Director may be compensated:
 - (a) Regular Board meetings.
 - (b) Special Board meetings.
 - (c) Advisory or Committee meetings.
 - (d) Training or educational seminars, conferences or webinars.
 - (e) Negotiation sessions.
 - (f) Depositions.
 - (g) Meetings with District consultants, engineers, or other professionals for the purpose of conducting District business or potential business.
 - (h) Any other activity the Board requests a member attend in advance of attendance.
- 8.3 Director compensation shall not exceed six days of service in any calendar month.
- 8.4 In no event shall any Director's compensation exceed \$100.00 per day or \$600.00 per month.
- 8.5 Each Board Member is entitled to reimbursement for their travel, meals, lodging and other actual and necessary expenses incurred in the performance of the duties required or authorized by the Board pursuant to Government Code Section 53232.2

- 8.6 Board Members shall provide brief reports on meetings attended at the expense of the District at the next regular Board meeting, as provided by Government Code Section 53232.3.

9. COMMITTEES

- 9.1 The President shall make appointments to all committees subject to Board approval.
- 9.2 All committees shall meet within the jurisdictional boundaries of CCSD, except as may be permitted by the Brown Act.
- 9.3 The Board may appoint such AD HOC committees as may be deemed necessary or advisable. The duties of the AD HOC committee shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made. AD HOC committees shall meet on an as needed basis.
- 9.4 Standing Committees:
- (a) Standing Committees may be created at the Boards discretion. Standing Committees may consider CCSD related issues assigned to it on a continuing basis.
- (b) All Standing Committees shall be conducted as public meetings in accordance with the Brown Act. Action minutes for each meeting of a Standing Committee shall be forwarded to the Board of Directors as a public record and an audio recording shall be made and retained, as required by law.

10. BOARD BYLAW REVIEW POLICY

- 10.1 Subject to 3.1 the Board Bylaws shall be reviewed annually at the first regular meeting in January and amendments to the Bylaws shall be considered for adoption by the Board at the first regular meeting in February.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: January 16, 2020

Subject: DISCUSSION AND CONSIDERATION
TO DEVELOP THE BOARD'S
STRATEGIC FOCUS AND PLAN**RECOMMENDATION:**

Staff recommends that the Board of Directors discuss and consider embarking on a process to create a Strategic Focus. The goal of the Strategic Focus is to ensure maximum alignment between CCSD's resources and activities with the District's policy direction, District-wide organizational culture, employee and stakeholder interests, and customer service expectations. The Strategic Focus also is intended to guide CCSD in successfully advancing the District's vision and priorities over the next five to ten years.

The Strategic Focus development process will address CCSD's mission, guiding principles, strategic goals/objectives and vision, and result in updated and refined guidance for the Board, its committees, and District staff from which to operate and provide support through changing conditions into the future.

FISCAL IMPACT:

Not known at this time.

DISCUSSION:

Per Attachment A, the focus of the Strategic Plan will cover four primary areas: Mission, Guiding Principles, Strategic Objectives/Goals, and Vision. Per Attachment B, the Strategic Planning Model provides an example development process designed to engage a wide variety of stakeholders, including the Board, committees, community members, customers and all levels of the CCSD staff. The Board may consider utilizing Attachment C, Board Discussion Questions, to facilitate deliberations on this agenda item. This inclusive approach will be focused on maintaining effective engagement throughout Strategic Plan development, and sustainable focus on implementation after adoption.

The Strategic Plan will also need to address consistency and coordination with County and other CCSD initiatives either in place or in process, along with State and Federal legislative and regulatory requirements.

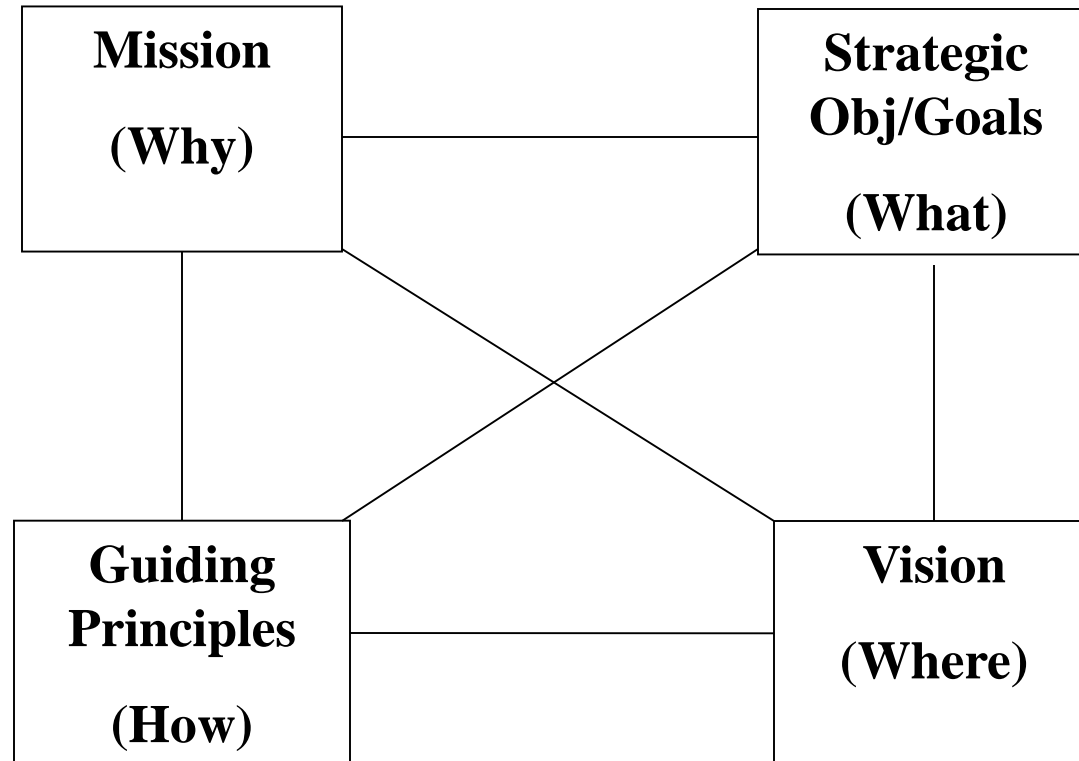
Next steps would include the selection of a vendor to facilitate Board development of the Strategic Plan. Attachment B illustrates a hypothetical process staff recommends to develop the Strategic Plan and engage stakeholders throughout the process. The majority of the process is expected to take place through the remainder of 2020 and the Board should plan to vote on approval of the new Strategic Focus in early 2021 or sooner.

Attachment A: Components of Strategic Focus

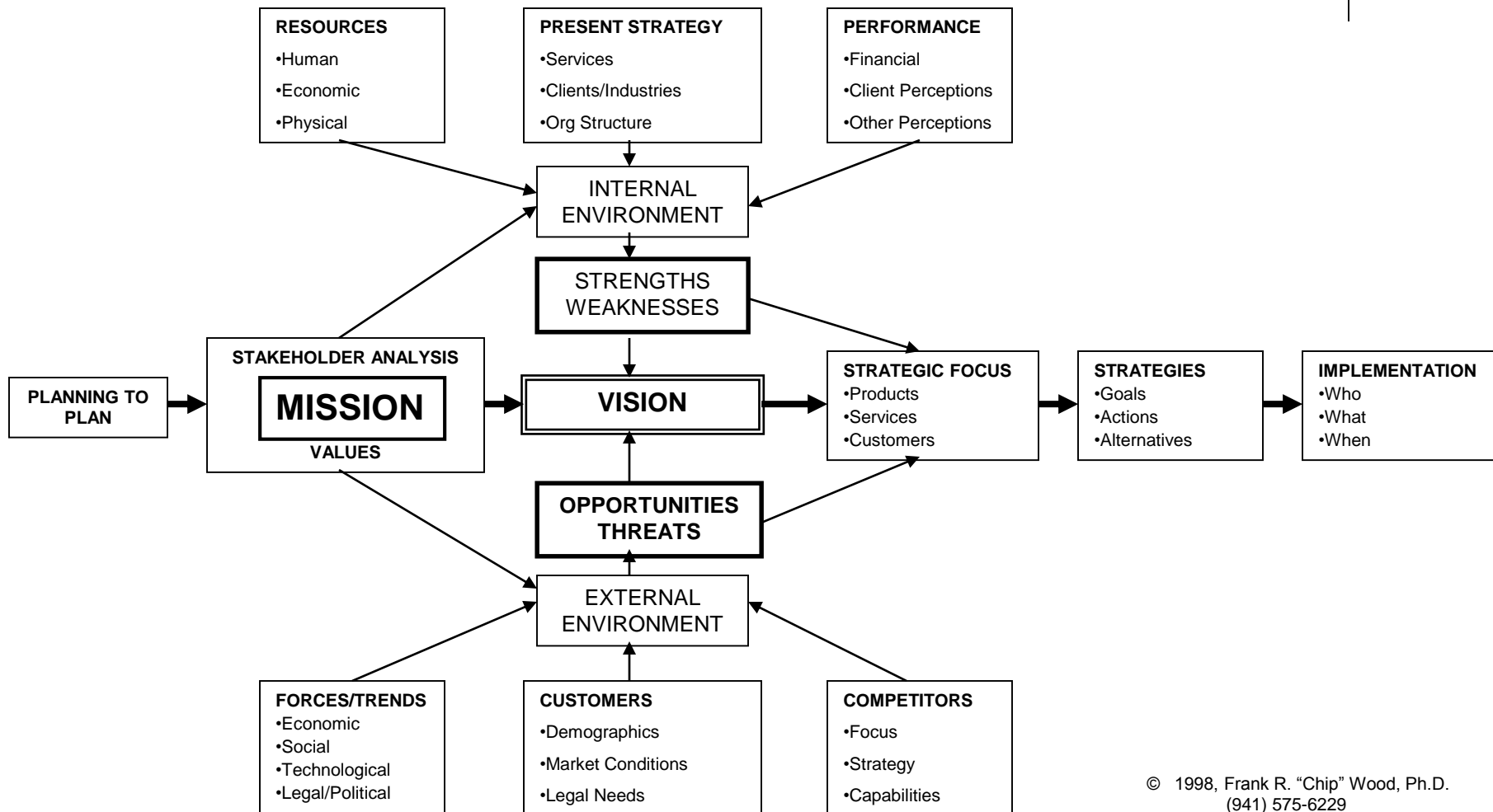
Attachment B: Strategic Planning Model

Attachment C: Board Discussion Questions

Components of Strategic Focus



STRATEGIC PLANNING MODEL



Board Discussion Questions

The Board can consider the following questions to assess their strategic thinking:

- How clear is the Board's core purpose – not what do they do, but why they exist?
- What are the values and principles that guide the way board members work with each other, the community, and others – what values or principles do they stand for and practice in their work together?
- What is the Board's vision about their future 5 – 10 years out.
 - If the Board does its job really well, what does that mean for board members and for the community? In other words, what does success look like for the Board? How would the Board know how successful they are? What measures can be used?
 - What does the Board want to make happen?
 - What will be different than today?
 - What will the Board be doing that they are not doing now?
 - What will the Board not be doing that they are doing now?
 - How will the Board be working differently?
 - What will people be saying about the Board?
 - What will it be like to be on the Board?
- Given the vision, what Strategic Objectives need to be accomplished to get to the vision (what lines of effort and goals need to be tracked and accomplished to make the vision a reality)?

Agreement among Board members about the above **focuses the work of the Board. It also makes communicating, to non-Board members, what the Board is doing a lot easier.**

Every Board member should be able to talk about what the Board is doing and tie it into the above bigger picture (a picture the Board must use, but others may not have). It would sound something like this:

Remember, our purpose, as a Board, is to ...

To better accomplish our purpose, we are purposefully moving toward (the vision)...

In order to make that happen, we are working to accomplish the following strategic objectives/goals ... and tracking our progress to get there...

How we work as members of the Board is special. We are guided by some important values and principles. They are (Guiding Principles) ...

A last discussion might be about clarity of roles and responsibilities:

What is the core role of the Board and what is the core role of the GM?

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.D.**

FROM: John F. Weigold IV, General Manager

Meeting Date: January 16, 2020 Subject:DISCUSSION AND CONSIDERATION
TO APPOINT AN AD HOC
COMMITTEE TO EXPLORE THE
POTENTIAL CREATION OF A
REGIONAL WASTEWATER FACILITY

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider appointing an ad hoc committee to explore the potential creation of a regional wastewater facility in cooperation with the San Simeon Community Services District.

FISCAL IMPACT:

No fiscal impacts have been identified.

DISCUSSION:

As the Board of Directors is aware, County Supervisor Bruce Gibson has been facilitating some preliminary discussions between the CCSD and the San Simeon Community Services District regarding the possibility of a future shared regional wastewater facility. Director Rice has suggested that it would be appropriate for the Board to appoint an ad hoc committee to explore this issue. Accordingly, this item is being presented to the Board to allow for such consideration.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.E.**

FROM: Monique Madrid, Administrative Department Manager

Meeting Date: January 16, 2020Subject: DISCUSSION AND CONSIDERATION
OF ADOPTION OF POLICY 1030:
CODE OF ETHICS AND TO DEVELOP
AN APPROACH FOR IMPLEMENTING
AND UNDERSTANDING THE POLICY

RECOMMENDATIONS:

Staff recommends the Board consider adoption of draft Policy 1030: Code of Ethics; and develop an approach for implementing and understanding the policy.

FISCAL IMPACT:

There are no fiscal impacts identified with the associated action.

DISCUSSION:

At the December 12, 2019 Regular Board Meeting, the Board took action to bring back draft Policy 1030: Code of Ethics. Direction was given to staff to provide the Board with the opportunity to discuss potential approaches to implement the policy and provide guidance on ensuring that those affected by the policy understand the commitment.

Options include:

- Holding a town hall meeting to seek and receive public input;
- provide a guidance outline of the goals, applicability, and core values to all District officials;
- Develop a plan to utilize bullet points one and two, above; and/or
- Provide direction to develop additional options.

Staff recommends the Board discuss and consider Policy 1030: Code of Ethics and the various options to implement the policy and ensure understanding by all those affected.

Attachment: Policy 1030: Code of Ethics

Note: The Committee has found no CCSD policies pertaining to “code of ethics.”

Recommendation: The Committee recommends that the Board consider adopting a somewhat reduced form of CSDA Policy 1030 as shown below.

Policy 1030 Code of Ethics

1030.1 Background information:

Cambria Community Services District designed its Code of Ethics and Values (hereinafter “Code”) to provide clear, positive statements of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision making and handling the day-to-day operations of the District. The Code is developed to reflect the issues and concerns of today's complex and diverse society.

1030.2 Goals of the Code of Ethics:

- a) To make the Cambria Community Services District a better District built on mutual respect and trust.
- b) To promote and maintain the highest standards of personal and professional conduct among all involved in District government, District staff, volunteers and members of the District's Board. All elected and appointed officials, officers, employees, members of advisory committees, and volunteers of the District, herein called “Officials” for the purposes of this policy.
- c) The Code is a touchstone for members of District Board and staff in fulfilling their roles and responsibilities.

1030.3 Preamble:

- a) The proper operation of democratic government requires that decision makers be independent, impartial and accountable to the people they serve. The Cambria Community Services District has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District's government.
- b) All Officials, and others, who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

1030.4 Applicability:

This Code shall apply to all District Officials as defined in 1030.2 b.

1030.5 Core Values:

As representatives of the Cambria Community Services District, we subscribe to the following Core Values:

- a) We will be professional. We will apply our knowledge and skills to our assigned activities in a consistent, competent, and productive manner. We will keep our knowledge and skills current and growing.
- b) We will be service-oriented. In our interactions with constituents, we will be interested, engaged and responsive with respect to their needs and concerns. We will provide friendly, receptive, and courteous service.
- c) We will be fiscally responsible. We will make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District. We will demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- d) We will be organized. We will act in an efficient manner, making recommendations and decisions based upon available information and familiarity with short-term and long-term goals. We will be diligent in being prepared for and following through on all of our duties and responsibilities in a timely way.

- e) We will be communicative. In the way that we respond to others and keep them well informed, we will convey the District's care for and commitment to its citizens. We will engage in effective two-way communication by listening carefully, asking questions, and responding in a manner that adds value to conversations.
- f) We will be collaborative. We will act in a cooperative manner with other individuals and groups, working together in a spirit of tolerance and understanding. We will work towards consensus building and strive to gain value from diverse opinions.
- g) We will be honorable. In all our public roles, we will be viewed by others as dependable and trustworthy, acting with full integrity. We will make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that might impair our independence of judgment or action.
- h) We will be conservators. We will work toward the responsible use and appropriate protection of Cambria's natural environment through sustainable practices. We will be viewed by others as good stewards of the valuable resources—air, water, land, flora, and fauna—that might be enhanced or degraded by our choices.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.F.**FROM: John F. Weigold IV, General Manager
Monique Madrid, Administrative Department Manager

Meeting Date: January 16, 2020 Subject: DISCUSSION AND CONSIDERATION
OF APPROVAL OF RESOURCES &
INFRASTRUCTURE COMMITTEE'S
PROPOSED MISSION STATEMENT,
OBJECTIVES AND GOALS

RECOMMENDATIONS:

The Resources & Infrastructure (R&I) Committee recommends that the Board discuss and consider approval of their proposed Mission Statement, Goals and Objectives (attached).

FISCAL IMPACT:

There are no fiscal impacts associated with the proposed action.

DISCUSSION:

At its special meeting on December 10, 2019, the R&I Committee accepted a sub-committee's recommendation to adopt a proposed Mission Statement, Goals and Objectives and forward them on to the CCSD Board of Directors for review and approval.

Should the Board not approve the R&I Committee's recommendation, staff recommends the Board provide direction to the R&I Committee per the Board's Bylaws, and/or provide additional direction to staff.

Attachment: Resources & Infrastructure Committee Proposed Mission Statement, Objectives
And Goals – Revised 12/10/2019

Revised by the Resources & Infrastructure Committee on 12/10/2019

Mission Statement:

The Standing Resources and Infrastructure Committee is an advisory group established to advise the CCSD Board of Directors on matters pertaining to the District's physical assets and natural resources.

Objectives:

- Assess existing resources and gather information regarding the current and future needs of the community.
- Maintain a working relationship with the community and the CCSD Board of Directors.
- Consider and recommend plans of action that meet infrastructure and resources needs within the CCSD, or at the discretion of the Board.
- Hold public meetings, tour and evaluate facilities, provide public access to tours.
- Review annual staff reports on regulatory compliance.
- Readdress yearly Resources and Infrastructure Committee goals to ensure they are in line with the District's overall priorities.

Goals:

- Analyze and minimize loss of District water and make recommendations to the board.
- Advise Board on lifecycle expectations for physical assets and assist staff with long-term planning.
- Review and advise the District on conservation programs and opportunities.