STEGE SANITARY DISTRICT BOARD OF DIRECTORS
MEETING OF SEPTEMBER 17, 2020
TIME OF MEETING: 7:00 P.M.
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

******** AGENDA ********
Items on the agenda may be taken out of order.

Public comment is limited to three (3) minutes for each individual speaker.

Members of the public can observe the live stream of the meeting by accessing https://zoom.us/j/84090509848 or by calling (669) 900-9128 and entering the Meeting ID# 840 9050 9848 followed by the pound (#) key.

Public comment can be sent via email to comments@stegesan.org with “Public Comment” in the subject line. To provide written comment on an item on the agenda or to address the Board during Public Comment, please note the agenda item number that you want to address or whether you intend for the comment to be included in Public Comment. Comments timely received will either be provided as written comment or be read into the record, with a maximum allowance of 3 minutes per individual comment read into the record, subject to the Board President’s discretion. Copies of all timely received written comments will be provided to the Board and will be added to the official record.

Pursuant to Executive Order N-29-20, Board Members Christian-Smith, Gilbert-Snyder, Merrill, Miller, and O’Keefe may be attending this meeting via teleconference. In the event that any Board Member elects to teleconference, all votes conducted during the teleconferencing session will be conducted by roll call vote.

I. Call To Order

II. Roll Call

Agenda Items: Directors and Officers of the Board will consider and announce if they have any conflicts of interest posed by items on the meeting agenda.

III. Public Comment:
(Members of the public are invited to address the Board concerning topics that are not on the agenda)
IV. Approval of Minutes

Motion: A. Approval of September 3, 2020 Board Meeting Minutes
(The Board will be asked to review and approve the minutes of September 3, 2020 Board Meeting)

V. Communications

A. Oral Communications
1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings
   a. City & Community Meetings
B. Written Communications
1. Coronavirus economy: Bay Area real estate bankruptcies begin to surface

VI. Reports of Staff and Officers

A. Attorney’s Report
B. Manager’s Report
1. Monthly Maintenance Summary Report
3. Consent Decree Quarterly Report
4. Pandemic Response (COVID-19) Status

VII. Business

Info/Motion: A. Flexible Benefit Plan Review
(The Board will review and consider changes to the plan)

Info/Motion: B. Deferred Compensation Matching Contribution Review
(The Board will review and consider changes to the contribution amount)

Resolution/Motion: C. Resolution No. 2144-0920 Approving the Amended Personnel Policy of the Stege Sanitary District
(The Board will consider approval of the Resolution)

Info/Motion: D. Cancellation of the October 1, 2020 Board Meeting
(The Board will consider cancellation of the upcoming Board Meeting)

VIII. Monthly Financial Statements
A. Monthly Investment, Cash, Receivables Report
B. Monthly Operating Statement
   (The Board will review the statements)

IX. Approval of Checks
Info/Motion: A. Checks for September 17, 2020 - Fund No. 3418 & 3423
   (The Board will be asked to approve the September checks)

X. Future Agenda Items
   October 1, 2020
   Regional PSL Program Update
   Regional FOG Program Update

   October 15, 2020
   CLOSED SESSION – Quarterly Claims Report
   SPASPA Status Report
   Quarterly Financial Statements

XI. Adjournment
   (The next meeting of the Stege Sanitary District Board of Directors is scheduled to be held on October 1, 2020 at 7:00 P.M. at the District office, 7500 Schmidt Lane, El Cerrito, California.)
I. **Call To Order:** President Miller called the meeting to order at 7:00 P.M.

II. **Roll Call:**

- **Present:** Christian-Smith (video-conference), Gilbert-Snyder (video-conference), Merrill, O’Keefe (teleconference), Miller
- **Absent:** None
- **Others Present:** Rex Delizo, District Manager
  - Kary Richardson, Administrative Supervisor (video-conference) for Item VII. A.

**Agenda Items:** Directors and Officers of the Board did not announce any conflicts of interest posed by items on the meeting agenda.

III. **Public Comment:** There was no public comment.

Item VII.A was taken out of order at this time in the meeting.

VII. **Business**

A. **Retiree Medical Benefit Review**

The Board reviewed potential benefit changes with Administrative Supervisor, Kary Richardson, and approved having the actuarial run the next retiree health benefit valuation to match the 2021 Kaiser Medicare Supplemental rate of $324.48 per month for current and future retirees. Since the next valuation can only happen after the next financial statements are approved in December, staff will bring the item back for approval in early 2021.

**MOTION:** By Merrill, seconded by Gilbert-Snyder, to approve having the actuarial run the next retiree health benefit valuation to match the 2021
Kaiser Medicare Supplemental rate of $324.48 per month for current and future retirees

VOTE: AYES: Christian-Smith, Gilbert-Snyder, Merrill, O'Keefe, Miller
NOES: None
ABSTAIN: None
ABSENT: None

The Board resumed the order of the agenda at this time in the meeting.

IV. Approval of Minutes
A. Approval of August 20, 2019 Special Board Meeting Minutes

MOTION: By Merrill, seconded by Gilbert-Snyder, to approve the minutes of the August 20, 2020 Special Board Meeting

VOTE: AYES: Christian-Smith, Gilbert-Snyder, Merrill, O'Keefe, Miller
NOES: None
ABSTAIN: None
ABSENT: None

B. Approval of August 20, 2019 Regular Board Meeting Minutes

MOTION: By Merrill, seconded by Christian-Smith, to approve the minutes of the August 20, 2020 Regular Board Meeting, as amended

VOTE: AYES: Christian-Smith, Gilbert-Snyder, Merrill, O'Keefe, Miller
NOES: None
ABSTAIN: None

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
MEETING OF SEPTEMBER 3, 2020
TIME OF MEETING: 7:00 P.M.
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

ABSENT: None

V. Communications
A. Oral Communications
   1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings
      a. City & Community Meetings
         In accordance with AB 1234, Christian-Smith gave a report on her attendance at a Governance Foundations Training Virtual Workshop.
         Miller gave a report on a recent El Cerrito City Council Meeting.
   B. Written Communications
      There were no items to consider.

VI. Reports of Staff and Officers
A. Manager’s Report
   1. CalPERS 2021 Monthly Premiums for Contracting Agencies – Region 1
      The Manager reported on the upcoming health care premiums for next year.
   2. District Flow Data
      The Manager reported on the flow data for the period from January 2019 to May 2020.
   3. Candidate Filing List Report
      The Manager reported that 2 candidates filed papers for the 2 Director positions up for election in November. Since the number of candidates equals the number of positions, an election is not needed and the candidates will be appointed in lieu of election.
   4. Pandemic Response (COVID-19) Status
      The Manager reported on the District’s operation under the County’s current Shelter-in-Place Order.

VIII. Business
A. Retiree Medical Benefit Review
This item was taken out of order earlier in the meeting (see above).

B. Review of Other District Investment Policies
   The Board reviewed the other investment policies.

C. Public Statements on Social Issues
   The Board discussed systems they can put in place as a Board to facilitate change within the District.

IX. Approval of Checks
A. Checks for September 3, 2020 - Fund No. 3418 & 3423

   MOTION: By Merrill, seconded by Gilbert-Snyder, to pay the bills, Check Nos. 26761 through 26773 in the amount of $5,099.62

   VOTE: AYES: Christian-Smith, Gilbert-Snyder, Merrill, O'Keefe, Miller
   NOES: None
   ABSTAIN: None
   ABSENT: None

IX. Future Agenda Items

   September 17, 2020
   Flexible Benefits Plan Review
   Deferred Compensation Matching Review
   Consent Decree Quarterly Report
   +Personnel Policy Amendments

   October 1, 2020
   Regional PSL Program Update
   Regional FOG Program Update

X. Adjournment
The meeting was adjourned at 8:59 P.M. The next meeting of the District Board of Directors will be held on Thursday, September 17, 2020 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California

Rex Delizo
STEGE SANITARY DISTRICT
Secretary
Coronavirus economy: Bay Area real estate bankruptcies begin to surface

Owners of residential projects in Milpitas, El Cerrito file for Chap. 11 bankruptcy

By George Avalos | gavalos@bayareanewsgroup.com | Bay Area News Group
PUBLISHED: September 8, 2020 at 5:50 a.m. | UPDATED: September 9, 2020 at 5:23 a.m.

MILPITAS — Some real estate woes have begun to surface in the Bay Area in the form of bankruptcies for two residential projects, fresh reminders of coronavirus-linked economic disruption and uncertainty.

The owners of the properties, one in El Cerrito and the other in Milpitas, seek to reorganize the finances of the projects under Chap. 11 of the U.S. Bankruptcy Code, public records show.

In El Cerrito, 11965 San Pablo LLC, one of the firms that filed, has proposed the development of Polaris Apartments, a 144-unit residential project. The primary executive behind 11965 San Pablo is long-time housing developer Charles Oewel, who has offices in the Marin County city of Tiburon and in Buffalo, Wyoming.

In Milpitas, Eighty-Eight Homes LLC, the other firm, intends to develop 27 townhomes. The principal owner of the site is San Jose resident Mary Ly, who couldn’t be reached for comment.

Both projects have gained approval from municipal leaders. Neither project has reached the point of construction.

The owners of both projects owe millions of dollars in mortgages for their properties. The lenders on the properties each have filed notices of default and are attempting to foreclose on the respective loans.

The bankruptcy filings are a way to temporarily halt the foreclosure proceedings. However, a judge in a Chap. 11 case typically obliges debtors to file with the court detailed plans for how they intend to repay their debts and reorganize their finances.

Greenlake Financial has provided a $14.9 million loan for the Milpitas project at 808 S. Main St., which is at the corner of Curtis Avenue, according to Santa Clara County and U.S. Bankruptcy Court records.

TPMC Services has provided at least $3.5 million in financing for the Polaris Apartments project at 11965 San Pablo Ave. in El Cerrito, Contra Costa County and Bankruptcy Court records show.
El Cerrito officials saw the Polaris Apartments project as one that could help the city meet goals related to low-cost housing as well as transit-oriented development.

“The project includes on-site affordable housing units,” El Cerrito planners said of the Polaris Apartments project.

The Polaris Apartments property also is one mile away and a four-minute drive from the El Cerrito BART Station and two miles away and a seven-minute drive from the Richmond BART station.

“The site lies within the Transit Oriented High-Intensity Mixed-Use zoning district,” a city planning report stated.

Similarly, Milpitas planners anticipated the Eighty-Eight Homes project at 808 S. Main St. could fulfill beneficial goals for the city.

“The project is a mixed-use development which will provide commercial spaces along with residential development and increase job opportunities within the compact area of Main Street,” Milpitas planners stated in a staff report. The development is slated to include 1,800 square feet of ground-floor commercial space.

The Eighty-Eight Homes development also is a short distance from the Great Mall and the Milpitas Transit Center with its BART and light rail stops.

“The project will offer a mixed-use, high-density community with multiple gathering places,” the city planning report stated.
1. ROUTINE PREVENTIVE MAINTENANCE ACTIVITIES

There were 21 normal working days

<table>
<thead>
<tr>
<th>Days</th>
<th>Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>11,728</td>
</tr>
<tr>
<td>15</td>
<td>26,607</td>
</tr>
<tr>
<td>16</td>
<td>56,640</td>
</tr>
</tbody>
</table>

2. MONTHLY SERVICE CALLS

After-hour service calls: 1 calls 1 out

3. SAFETY AND TRAINING

Safety and training meetings were conducted twice a month.
## MONTHLY SERVICE CALLS
### August-2020

<table>
<thead>
<tr>
<th>DATE</th>
<th>MH UP/DN</th>
<th>ADDRESS</th>
<th>PRBLM IN</th>
<th>TYPE</th>
<th>LOC</th>
<th>CAUSE</th>
<th>END</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/4/2020</td>
<td>232203</td>
<td>110 RAMONA AVE.</td>
<td></td>
<td>Main</td>
<td>Lateral</td>
<td>R</td>
<td></td>
<td>PLUMBER CALLED AND SAID THERE WAS ROOTS IN THE MAIN LINE. WE FOUND OUR LINE TO BE CLEAR.</td>
</tr>
<tr>
<td>8/4/2020</td>
<td>232202</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>MH</td>
<td></td>
<td>WE FOUND BROKEN CEMENT AROUND THE MANHOLE.</td>
</tr>
<tr>
<td>8/5/2020</td>
<td>191222</td>
<td>2606 TASSAJARA AVE.</td>
<td></td>
<td>Main</td>
<td>Lateral</td>
<td>C</td>
<td></td>
<td>PROBLEM WAS CUSTOMER HAS A SLOW DRAIN.</td>
</tr>
<tr>
<td>8/5/2020</td>
<td>191112</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>OF, LC</td>
<td></td>
<td>WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.</td>
</tr>
<tr>
<td>8/6/2020</td>
<td>191223</td>
<td>2505 TASSAJARA AVE.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>C</td>
<td></td>
<td>WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.</td>
</tr>
<tr>
<td>8/6/2020</td>
<td>191122</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>C, OF</td>
<td></td>
<td>WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.</td>
</tr>
<tr>
<td>8/7/2020</td>
<td>281202</td>
<td>2728 ARLINGTON BLVD.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>C</td>
<td></td>
<td>WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.</td>
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<tr>
<td>8/7/2020</td>
<td>281201</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>C</td>
<td></td>
<td>CUSTOMER COMPLAIGNED OF SEWAGE ODOR IN THE AIR. WE SMELT NO ODOR.</td>
</tr>
<tr>
<td>8/10/2020</td>
<td>265029</td>
<td>8306 TERRACE DR.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>O</td>
<td></td>
<td>CUSTOMER COMPLAIGNED OF SEWAGE ODOR IN THE AIR. WE SMELT NO ODOR.</td>
</tr>
<tr>
<td>8/10/2020</td>
<td>265028</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>O</td>
<td></td>
<td>CUSTOMER COMPLAIGNED OF SEWAGE ODOR IN THE AIR. WE SMELT NO ODOR.</td>
</tr>
<tr>
<td>8/14/2020</td>
<td>234012</td>
<td>520 COVENTRY RD.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>O</td>
<td></td>
<td>CUSTOMER COMPLAIGNED OF SEWAGE ODOR IN THE AIR. WE SMELT NO ODOR.</td>
</tr>
<tr>
<td>8/14/2020</td>
<td>234011</td>
<td>KENSINGTON, CA 94707</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>O</td>
<td></td>
<td>CUSTOMER COMPLAIGNED OF SEWAGE ODOR IN THE AIR. WE SMELT NO ODOR.</td>
</tr>
<tr>
<td>8/24/2020</td>
<td>265502</td>
<td>858 GELSTON PL.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>MH</td>
<td></td>
<td>INSTALLED RAPO ON MANHOLE COVER.</td>
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<td>8/24/2020</td>
<td>265501</td>
<td>EL CERRITIO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>MH</td>
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<td></td>
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<tr>
<td>8/25/2020</td>
<td>261401</td>
<td>776 COLUSA AVE.</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>A</td>
<td></td>
<td>WE FOUND THIS TO BE EBMUD'S PROBLEM.</td>
</tr>
<tr>
<td>8/25/2020</td>
<td>261015</td>
<td>EL CERRITO, CA 94530</td>
<td></td>
<td>Main</td>
<td>Other</td>
<td>T, A</td>
<td></td>
<td>WE FOUND OUR LINE TO BE CLEAR.</td>
</tr>
</tbody>
</table>

### PROBLEM TYPE:
- Water (A)
- Broken Main (B)
- S/S Congestion (C)
- Debris in Main (D)
- EBMUD (E)
- Soft Stoppage (F)
- Grease (G)
- Lateral Cause (LC)
- Misc (M)
- MH Cover (MC)

### SPILL LOCATION:
- Odor (O)
- Overflow (OF)
- PG+P (P)
- Roots (R)
- Surcharge (S)
- Storm Drain (SD)
- Unknown (U)
- Other (T)
- Wipes/Rags (W)

### SPILL CAUSE:
- Lamp/Manhole (MH)
- Mainline (ML)
- Lateral (L)
- Cleanout (CO)
- Building (BLDG)
- Other (O)

### SPILL END LOCATION:
- Building (BLDG)
- Creek (C)
- Strt/Pvmnt (ST)
- Storm Drn (SD)
- Yard (Y)
- Other (O)

### MAINLINE:
- 2

### LATERAL:
- 5

### OTHER:
- 5

### TOTAL SERVICE CALLS:
- 12

### MAINLINE OVERFLOW:
- 0

### MAINLINE SURCHARGE:
- 0
### SANITARY SEWER OVERFLOWS (SSOs) LAST 12 MONTHS
#### September-2020

<table>
<thead>
<tr>
<th>DATE</th>
<th>MH UP/DN</th>
<th>ADDRESS</th>
<th>PRBLM IN</th>
<th>TYPE</th>
<th>LOC</th>
<th>CAUSE</th>
<th>END</th>
<th>COMMENTS</th>
<th>CAT*</th>
<th>VOL</th>
<th>RCVR'D</th>
<th>NET</th>
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</thead>
<tbody>
<tr>
<td>9/1/2019</td>
<td>274122</td>
<td>610 BELOIT AVE. KENSINGTON, CA 94707</td>
<td>Main</td>
<td>B, D, OF</td>
<td>MH</td>
<td>ML</td>
<td>Y</td>
<td>BROKEN MAIN IN THREE PLACES WITH HUGE HOLE.</td>
<td>CAT 3</td>
<td>1</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>274121</td>
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<td>Lateral</td>
<td>Other</td>
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<td></td>
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<td>11/9/2019</td>
<td>101421</td>
<td>6101 SANTA CRUZ AVE. RICHMOND, CA 94804</td>
<td>Main</td>
<td>D, G</td>
<td>CO</td>
<td>B</td>
<td>Y</td>
<td>THE STOPPAGE WAS CAUSED BY GREASE AND DEBRIS IN THE LINE.</td>
<td>CAT 3</td>
<td>154</td>
<td>40</td>
<td>114</td>
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<tr>
<td></td>
<td>101419</td>
<td></td>
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<tr>
<td>11/30/2019</td>
<td>251606</td>
<td>35 FRANCISCAN WAY KENSINGTON, CA 94707</td>
<td>Main</td>
<td>D, G</td>
<td>ML</td>
<td>B</td>
<td>Y</td>
<td>CUSTOMER HAD WATER COMING FROM MANHOLE IN YARD. WE CLEARED STOPPAGE AND CLEANED UP. WE FOUND GREASE IN MAIN</td>
<td>CAT 2</td>
<td>1512</td>
<td>0</td>
<td>1512</td>
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<td></td>
<td>251605</td>
<td></td>
<td>Lateral</td>
<td>Other</td>
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<tr>
<td>12/27/2019</td>
<td>284115</td>
<td>1212 KING DR. EL CERRITO, CA 94530</td>
<td>Main</td>
<td>F,R</td>
<td>MH</td>
<td>B</td>
<td>SD, Y</td>
<td>ROOTS &amp; SOFT BLOCKAGE.</td>
<td>CAT 3</td>
<td>42</td>
<td>42</td>
<td>0</td>
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<tr>
<td></td>
<td>284006</td>
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<td>Lateral</td>
<td>Other</td>
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<tr>
<td>1/23/2020</td>
<td>102104</td>
<td>1531 SAN JOAQUIN ST. RICHMOND, CA 94804</td>
<td>Main</td>
<td>D, OF</td>
<td>BLDG</td>
<td>ML</td>
<td>BLDG</td>
<td>BROKEN CONNECTION @ 1528 SAN JOAQUIN CAUSED SSO.</td>
<td>CAT 3</td>
<td>10</td>
<td>10</td>
<td>0</td>
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<td></td>
<td>102103</td>
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<td>Other</td>
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<tr>
<td>3/23/2020</td>
<td>102311</td>
<td>1338 SOUTH 56TH ST. RICHMOND, CA 94804</td>
<td>Main</td>
<td>W, OF</td>
<td>MH</td>
<td>B</td>
<td>ST</td>
<td>SSD WAS CAUSED BY CLOTH TOWELS AND WIPES</td>
<td>CAT 3</td>
<td>5</td>
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<td></td>
<td>102308</td>
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<td>Lateral</td>
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<tr>
<td>4/19/2020</td>
<td>282104</td>
<td>651 KEARNEY ST. EL CERRITO, CA 94530</td>
<td>Main</td>
<td>B, D, OF</td>
<td>BLDG</td>
<td>ML</td>
<td>BLDG</td>
<td>SSO CAUSED BY BROKEN MAIN DUE TO CONSTRUCTION.</td>
<td>CAT 3</td>
<td>151</td>
<td>26</td>
<td>125</td>
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<td>Other</td>
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<td>7/15/2020</td>
<td>231906</td>
<td>329 RUGBY AVE. KENSINGTON, CA 94707</td>
<td>Main</td>
<td>B</td>
<td>ML</td>
<td>ML</td>
<td>SD, C</td>
<td>BROKEN MAIN</td>
<td>CAT 1</td>
<td>117</td>
<td>12</td>
<td>105</td>
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<tr>
<td></td>
<td>231901</td>
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<td>Lateral</td>
<td>Other</td>
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</tbody>
</table>

**PROBLEM TYPE:**
- Water (A)
- Broken Main (B)
- S/S Congestion (C)
- Debris in Main (D)
- EBMUD (E)
- Soft Stoppage (F)
- Grease (G)
- Lateral Cause (LC)
- Misc (M)
- MH Cover (MC)

**SPILL LOCATION:**
- Lamp/Manhole (MH)
- Mainline (ML)
- Lateral (L)
- Cleanout (CO)
- Building (BLDG)

**SPILL CAUSE:**
- Blockage (B)
- Surcharge (S)
- Line Break (ML)
- Unknown (U)
- Other (O)

**SPILL END LOCATION:**
- Building (BLDG)
- Creek (C)
- Strt/Pvmnt (ST)
- Storm Drn (SD)

**TOTAL MAINLINE SSOs:** 8
**MAINLINE BREAK SSOs:** 4
**MAINLINE SURCHARGE SSOs:** 0
**CATEGORY 1 SSOs:** 2
**SSOs INTO BUILDINGS:** 2

**TOTAL SSO VOLUME (GALS):** 1,992
**TOTAL VOLUME RECOVERED (GALS):** 136
**TOTAL VOLUME UNRECOVERED (GALS):** 1,856
*CATEGORY 1 SSO: Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: Reach surface water and/or reach a drainage channel tributary to a surface water; or Reach a municipal separate storm sewer system and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the municipal separate storm sewer system is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or ground water infiltration basin (e.g., infiltration pit, percolation pond).

CATEGORY 2 SSO: Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a municipal separate storm sewer system unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.

CATEGORY 3 SSO: All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
### I SEWER REPLACEMENT - FY 2020-21

<table>
<thead>
<tr>
<th>A. BUDGET ALLOCATION</th>
<th>$2,867,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. PRIOR BUDGET EXPENDED (WITH RETENTION)</td>
<td>$0</td>
</tr>
<tr>
<td>C. SEWER REPLACEMENTS PAID THIS MONTH</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBTOTAL FOR THIS MONTH</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. TOTAL BUDGET EXPENDED (NO RETENTION)</td>
<td>0.00%</td>
</tr>
<tr>
<td>E. TOTAL 5% RETENTION HELD</td>
<td>$0</td>
</tr>
<tr>
<td>F. BUDGET REMAINING</td>
<td>0.00%</td>
</tr>
<tr>
<td>G. PERCENTAGE OF FISCAL YEAR REMAINING</td>
<td>83.33%</td>
</tr>
</tbody>
</table>

| H. TOTAL REPLACEMENT FOOTAGE PAID TO DATE | 0 ($ - /LF) |

### II SEWER REPAIRS - FY 2020-21

<table>
<thead>
<tr>
<th>A. BUDGET ALLOCATION</th>
<th>$66,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. PRIOR BUDGET EXPENDED</td>
<td>$0</td>
</tr>
<tr>
<td>C. SEWER REPAIRS PAID THIS MONTH</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBTOTAL FOR THIS MONTH</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL FOR LAST MONTH</td>
<td>$0</td>
</tr>
<tr>
<td>D. TOTAL BUDGET EXPENDED</td>
<td>0.00%</td>
</tr>
<tr>
<td>E. TOTAL RETENTION HELD</td>
<td>0.00%</td>
</tr>
<tr>
<td>F. BUDGET REMAINING</td>
<td>100.00%</td>
</tr>
<tr>
<td>G. PERCENTAGE OF FISCAL YEAR REMAINING</td>
<td>83.33%</td>
</tr>
</tbody>
</table>

<p>| H. TOTAL NUMBER OF REPAIRS PAID TO DATE | 0 ($ - /REPAIR) |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. BUDGET ALLOCATION</td>
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</tr>
<tr>
<td>B. PRIOR BUDGET EXPENDED</td>
<td>$0</td>
</tr>
<tr>
<td>C. SPASPA UPGRADES PAID THIS MONTH</td>
<td>$0</td>
</tr>
<tr>
<td>I. None</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL FOR THIS MONTH</td>
<td>$0</td>
</tr>
<tr>
<td>SUBTOTAL FOR LAST MONTH</td>
<td>$0</td>
</tr>
<tr>
<td>D. TOTAL BUDGET EXPENDED</td>
<td>0.00%</td>
</tr>
<tr>
<td>E. TOTAL 5% RETENTION HELD</td>
<td>0.00%</td>
</tr>
<tr>
<td>F. BUDGET REMAINING</td>
<td>100.00%</td>
</tr>
<tr>
<td>G. PERCENTAGE OF FISCAL YEAR REMAINING</td>
<td>83.33%</td>
</tr>
<tr>
<td>H. TOTAL SPASPA UPGRADE FOOTAGE PAID TO DATE</td>
<td>0 ($ - /LF)</td>
</tr>
</tbody>
</table>

STEGE SANITARY DISTRICT
MONTHLY REPLACEMENT AND REPAIR SUMMARY
July 2020
<table>
<thead>
<tr>
<th>I</th>
<th>SEWER REPLACEMENT - FY 2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BUDGET ALLOCATION</td>
</tr>
<tr>
<td>B</td>
<td>PRIOR BUDGET EXPENDED (WITH RETENTION)</td>
</tr>
<tr>
<td>C</td>
<td>SEWER REPLACEMENTS PAID THIS MONTH</td>
</tr>
<tr>
<td>1</td>
<td>Madera Dr</td>
</tr>
</tbody>
</table>

**SUBTOTAL FOR THIS MONTH** $160,733

| D  | TOTAL BUDGET EXPENDED (NO RETENTION)                               | 97.04%     | $2,609,307 |
| E  | TOTAL 5% RETENTION HELD                                           | $137,332   |
| F  | BUDGET REMAINING                                                   | -2.14%     | -$57,639   |
| G  | PERCENTAGE OF FISCAL YEAR REMAINING                                | 0.00%      |
| H  | TOTAL REPLACEMENT FOOTAGE PAID TO DATE                             | 11,123     ( $ 246.93 /LF) |

<table>
<thead>
<tr>
<th>II</th>
<th>SEWER REPAIRS - FY 2019-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>BUDGET ALLOCATION</td>
</tr>
<tr>
<td>B</td>
<td>PRIOR BUDGET EXPENDED</td>
</tr>
<tr>
<td>C</td>
<td>SEWER REPAIRS PAID THIS MONTH</td>
</tr>
<tr>
<td>1</td>
<td>652 Kearney St.</td>
</tr>
<tr>
<td>2</td>
<td>836 Contra Costa Dr.</td>
</tr>
<tr>
<td>3</td>
<td>663 Oberlin Ave.</td>
</tr>
</tbody>
</table>

**SUBTOTAL FOR THIS MONTH** $12,400

**SUBTOTAL FOR LAST MONTH** $57,661

| D  | TOTAL BUDGET EXPENDED                                              | 109.47%    | $70,061    |
| E  | TOTAL RETENTION HELD                                               | 0.00%      | $0         |
| F  | BUDGET REMAINING                                                   | -9.47%     | -$6,061    |
| G  | PERCENTAGE OF FISCAL YEAR REMAINING                                | 0.00%      |
| H  | TOTAL NUMBER OF REPAIRS PAID TO DATE                                | 16         ( $ 4,378.83 /REPAIR) |
# STEGE SANITARY DISTRICT

**BOARD OF DIRECTORS CONSENT DEGREE PROGRESS REPORT**

<table>
<thead>
<tr>
<th>CIP PROJECT</th>
<th>COMPLETED</th>
<th>GOAL</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPLACED since FY start</td>
<td>0 / 11,660</td>
<td>LF Yearly Objective Rate</td>
<td>0%</td>
</tr>
<tr>
<td>REPLACED since FY &quot;Effective&quot; Date</td>
<td>76,096 / 78,680</td>
<td>LF Cumulative Requirement</td>
<td>97%</td>
</tr>
<tr>
<td>CLEANED since FY start</td>
<td>184,525 / 211,200</td>
<td>LF Minimum Requirement</td>
<td>87%</td>
</tr>
<tr>
<td>HOTSPOTS since FY start</td>
<td>34,819 / 100,000</td>
<td>LF Minimum Requirement</td>
<td>35%</td>
</tr>
<tr>
<td>CCTV since FY start</td>
<td>51,403 / 77,616</td>
<td>LF Yearly Objective Rate</td>
<td>66%</td>
</tr>
<tr>
<td>CCTV since CD start</td>
<td>1,235,585 / 582,120</td>
<td>LF Cumulative Requirement</td>
<td>212%</td>
</tr>
<tr>
<td>ROOT FOAMING this FY</td>
<td>43,610 / 31,240</td>
<td>LF Minimum Requirement</td>
<td>140%</td>
</tr>
</tbody>
</table>

**IMPORTANT CONSENT DEGREE DATES:**

- **July 15, annually**: Provide any available Flow and Rainfall data to EBMUD
- **Nov 15, annually**: Comments on Regional Technical Support Plan (RTSP) update by EBMUD
- **Sept 30, annually**: Annual Report for prior Fiscal Year
- **May 1, 2020**: Comments to EBMUD on Draft Performance Evaluation Plan (PEP)
- **June 30, 2021**: Review of Regional Standards Report
- **May 1, 2022**: Provide data to EBMUD for Flow Monitoring Calibration Plan
- **September 30, 2022**: First Mid-course Check-in Output Test
- **June 30, 2026**: Review of Regional Standards Report
- **December 15, 2028**: Compliance WWF Output Test for San Antonio Creek
- **May 1, 2030**: Provide data to EBMUD for Flow Monitoring Calibration Plan
- **September 30, 2030**: Second Mid-course Check-in Output Test
- **June 30, 2031**: Review of Regional Standards Report
- **December 15, 2034**: Compliance WWF Output Test for Pt. Isabel
- **June 30, 2036**: Review of Regional Standards Report
- **December 15, 2036**: Compliance WWF Output Test for Oakport
FLEXIBLE BENEFITS PLAN REVIEW

ISSUE:
Health care premiums will change on January 1, 2021 and the Board will consider whether to change the flexible benefits plan (flex plan) contribution amount and/or the plan “cash out” limit.

FISCAL IMPACT:
The fiscal impact is dependent upon the decision of the Board. An increase of the most recent JUN 2020 CPI-U SF (CUURA422SA0) increase of 1.6% would result in an increase of about $30 per month per employee or up to ~$3,600 per year total.

STRATEGIC PLAN:
GOAL 4: Provide Safe and Rewarding Work Environment that Recognizes the Worth and Value of Employees
   WORK PLAN ITEM ”b”: Annually review employee salary and benefits by July of each year and conduct a survey vs. comparable agencies by June 2023 and at least every five (5) years thereafter

BACKGROUND:
In general, the District flex plan provides eligible employees with a choice among premium payments for medical coverage, medical expense reimbursements, dependent care assistance reimbursements, and/or taxable “cash out” compensation.

The employee’s options, other than premium payments for medical coverage, have limits:
- Maximum medical expense reimbursement limit = $2,750/yr. ($229.17/mo.)
- Maximum dependent care assistance reimbursement limit = $5,000/yr. ($416.67/mo.)
- Maximum “cash out” limit = $1,000/mo.

For 2018, the Board increased the flexible benefits plan amount to match the lowest family plan rate, PERS Select, of $1866 and kept the flexible benefits plan cash out amount of $1000 unchanged. This amount remained unchanged in 2019 and 2020 since the majority of premiums decreased or increased very little from the previous year.

For 2021, PERS Select offers the lowest family plan rate of $1,473, well below the current flex plan rate of $1,866, and the Kaiser family plan premium for 2021 increased 5.55% to $2,115.

RECOMMENDATION:
Increase the flexible plan contribution amount to $1900 (↑1.9%) and keep the flexible benefits plan cash out amount of $1000 unchanged.

ALTERNATIVES:
1. Keep both the flexible plan contribution and cash out amount unchanged.
2. Change the flexible plan contribution amount to a different amount than recommended.
3. Change the flexible benefits plan cash out amount.
4. Provide staff further direction.

ATTACHMENTS:
- Historical Medical Cost & Flex Plan/Cash Out Amounts
- Monthly Premiums for Contracting Agencies Bay Area Region
# STEGE SANITARY DISTRICT

New rates effective January 1st.

## MEDICAL COST (HEALTH COVERAGE PER MONTH)

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Flex Plan (Limit)</th>
<th>Cash-out Limit</th>
<th>Kaiser Emp. Only</th>
<th>Kaiser Emp. &amp; 2+</th>
<th>Anthem (S) Emp. Only</th>
<th>JUNE CPI-U SF</th>
<th>CPI U SF % DIFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$1,260</td>
<td>$1,260</td>
<td>$532.56</td>
<td>$1,384.66</td>
<td>228.1</td>
<td>1.1%</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>$1,318</td>
<td>$1,318</td>
<td>$568.99</td>
<td>$1,479.37</td>
<td>233.6</td>
<td>2.4%</td>
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</tr>
<tr>
<td>2012</td>
<td>$1,318</td>
<td>$1,318</td>
<td>$610.44</td>
<td>$1,587.14</td>
<td>239.8</td>
<td>2.6%</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>$1,318</td>
<td>$1,000</td>
<td>$668.63</td>
<td>$1,738.44</td>
<td>245.9</td>
<td>2.6%</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>$1,347</td>
<td>$1,000</td>
<td>$742.72</td>
<td>$1,931.07</td>
<td>253.3</td>
<td>3.0%</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>$1,458</td>
<td>$1,000</td>
<td>$714.45</td>
<td>$1,857.57</td>
<td>259.1</td>
<td>2.3%</td>
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<tr>
<td>2016</td>
<td>$1,625</td>
<td>$1,000</td>
<td>$746.47</td>
<td>$1,940.82</td>
<td>$855.42</td>
<td>266.0</td>
<td>2.7%</td>
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<tr>
<td>2017</td>
<td>$1,625</td>
<td>$1,000</td>
<td>$733.39</td>
<td>$1,906.81</td>
<td>$990.05</td>
<td>275.3</td>
<td>3.5%</td>
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<tr>
<td>2018</td>
<td>$1,866</td>
<td>$1,000</td>
<td>$779.86</td>
<td>$2,027.64</td>
<td>$925.47</td>
<td>286.1</td>
<td>3.9%</td>
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<tr>
<td>2019</td>
<td>$1,866</td>
<td>$1,000</td>
<td>$768.25</td>
<td>$1,997.45</td>
<td>$831.44</td>
<td>295.3</td>
<td>3.2%</td>
</tr>
<tr>
<td>2020</td>
<td>$1,866</td>
<td>$1,000</td>
<td>$768.49</td>
<td>$1,998.07</td>
<td>$868.98</td>
<td>300.0</td>
<td>1.6%</td>
</tr>
<tr>
<td>2021</td>
<td>TBD</td>
<td>TBD</td>
<td>$813.64</td>
<td>$2,115.46</td>
<td>$925.60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Current Employees on Plan</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>4*</td>
<td>4</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

* NOTE: Actual cash-out amounts vary based on optional Medical and Dependant Care re-imbursements

## Medical Plan Coverage

<table>
<thead>
<tr>
<th>Medical Plan Coverage</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>Change ($)</th>
<th>Change (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaiser Employee Only</td>
<td>$768.25</td>
<td>$768.49</td>
<td>$813.64</td>
<td>$45.15</td>
<td>5.55%</td>
</tr>
<tr>
<td>Kaiser Employee &amp; 2+</td>
<td>$1,997.45</td>
<td>$1,998.07</td>
<td>$2,115.46</td>
<td>$117.39</td>
<td>5.55%</td>
</tr>
<tr>
<td>Anthem Select Employee Only</td>
<td>$831.44</td>
<td>$868.98</td>
<td>$925.60</td>
<td>$56.62</td>
<td>6.12%</td>
</tr>
</tbody>
</table>

*JUN CPI-U SF Series Id: CUURS49BSA0*
CalPERS 2021 Regional Health Premiums (Actives and Annuitants)
Effective Date: January 1, 2021

Region 1

<table>
<thead>
<tr>
<th>Plan</th>
<th>Subscriber</th>
<th>Plan Code</th>
<th>Party Rate</th>
<th>Subscriber &amp; 1 Dependent</th>
<th>Plan Code</th>
<th>Party Rate</th>
<th>Subscriber &amp; 2+ Dependents</th>
<th>Plan Code</th>
<th>Party Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aceran Blue Cross Del Norte</td>
<td>$935.84</td>
<td>504</td>
<td>1</td>
<td>$1,871.68</td>
<td>504</td>
<td>2</td>
<td>$2,433.18</td>
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<td>3</td>
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<tr>
<td>Aceran Blue Cross Select</td>
<td>925.10</td>
<td>506</td>
<td>1</td>
<td>$1,851.20</td>
<td>506</td>
<td>2</td>
<td>$2,406.56</td>
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<tr>
<td>Aceran Blue Cross Traditional</td>
<td>1,307.86</td>
<td>509</td>
<td>1</td>
<td>$2,615.72</td>
<td>509</td>
<td>2</td>
<td>$3,400.44</td>
<td>509</td>
<td>3</td>
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<tr>
<td>Blue Shield Access+</td>
<td>1,170.08</td>
<td>525</td>
<td>1</td>
<td>$2,340.16</td>
<td>525</td>
<td>2</td>
<td>$3,042.21</td>
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<tr>
<td>Blue Shield Access+ EPO</td>
<td>1,170.08</td>
<td>524</td>
<td>1</td>
<td>$2,340.16</td>
<td>524</td>
<td>2</td>
<td>$3,042.21</td>
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<tr>
<td>Blue Shield Trio*</td>
<td>880.50</td>
<td>451</td>
<td>1</td>
<td>$1,761.00</td>
<td>451</td>
<td>2</td>
<td>$2,289.30</td>
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<tr>
<td>Health Net SmartCare</td>
<td>1,120.21</td>
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<td>1</td>
<td>$2,240.42</td>
<td>528</td>
<td>2</td>
<td>$2,912.55</td>
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<tr>
<td>Kaiser Permanente</td>
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<td>1</td>
<td>$1,627.28</td>
<td>533</td>
<td>2</td>
<td>$2,115.46</td>
<td>533</td>
<td>3</td>
</tr>
<tr>
<td>PERS Choice</td>
<td>935.84</td>
<td>548</td>
<td>1</td>
<td>$1,871.68</td>
<td>548</td>
<td>2</td>
<td>$2,433.18</td>
<td>548</td>
<td>3</td>
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<tr>
<td>PERS Select</td>
<td>566.67</td>
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<td>1</td>
<td>$1,133.34</td>
<td>557</td>
<td>2</td>
<td>$1,473.34</td>
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<td>3</td>
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<tr>
<td>PERSCare</td>
<td>1,294.69</td>
<td>566</td>
<td>1</td>
<td>$2,589.38</td>
<td>566</td>
<td>2</td>
<td>$3,366.19</td>
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<td>3</td>
</tr>
<tr>
<td>Peace Officers Research Assoc of CA</td>
<td>799.00</td>
<td>592</td>
<td>1</td>
<td>$1,725.00</td>
<td>592</td>
<td>2</td>
<td>$2,199.00</td>
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</tr>
<tr>
<td>UnitedHealthcare SignatureValue Alliance</td>
<td>941.17</td>
<td>576</td>
<td>1</td>
<td>$1,882.34</td>
<td>576</td>
<td>2</td>
<td>$2,447.04</td>
<td>576</td>
<td>3</td>
</tr>
<tr>
<td>Western Health Advantage</td>
<td>757.02</td>
<td>591</td>
<td>1</td>
<td>$1,514.04</td>
<td>591</td>
<td>2</td>
<td>$1,968.25</td>
<td>591</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan</th>
<th>Subscriber</th>
<th>Plan Code</th>
<th>Party Rate</th>
<th>Subscriber &amp; 1 Dependent</th>
<th>Plan Code</th>
<th>Party Rate</th>
<th>Subscriber &amp; 2+ Dependents</th>
<th>Plan Code</th>
<th>Party Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aceran Blue Cross Select and Medicare Preferred</td>
<td>$383.37</td>
<td>455</td>
<td>4</td>
<td>$766.74</td>
<td>455</td>
<td>5</td>
<td>$1,150.11</td>
<td>455</td>
<td>6</td>
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*Blue Shield Trio is only available in El Dorado, Nevada, Placer, Sacramento, and Yolo.

1Dental and Vision coverage is an additional $38.00 per member per month premium. You will be billed directly for this amount.

2Dental benefit is an additional $15.05 per member per month premium. You will be billed directly for this amount.

3Dental and Vision coverage is an additional $25.55 per member per month premium. You will be billed directly for this amount.
DEFERRED COMPENSATION MATCHING REVIEW

ISSUE:
The Board shall review the deferred compensation matching contribution annually and consider any changes.

FISCAL IMPACT:
The fiscal impact is dependent upon the decision of the Board. For each $10 change to the deferred compensation matching contribution rate, the impact would be up to $1200 per year.

STRATEGIC PLAN:
GOAL 4: Provide Safe and Rewarding Work Environment that Recognizes the Worth and Value of Employees

WORK PLAN ITEM ”b”: Annually review employee salary and benefits by July of each year and conduct a survey vs. comparable agencies by June 2023 and at least every five (5) years thereafter

BACKGROUND:
In September 2012, in conjunction with lowering the flexible benefit cash out limit, the Board approved a deferred compensation matching contribution benefit of $240 per month. The intent was to lower the cash-out limit to a level in line with cash-in-lieu amounts of other comparable agencies while compensating employees most of the difference with the deferred compensation matching contribution benefit.

In March 2018, the District increased the deferred compensation matching contribution benefit up to $250 per month as follows:

4.1.6. Deferred Compensation Program: Subject to eligibility requirements and federal and state tax law, the District will make available a Deferred Compensation Program for all eligible regular District employees. Effective March 22, 2018, the District will match voluntary employee contributions to a maximum of $250.00/month, with the total amount not to exceed the maximum contribution allowed by law. (04/26/18 – Resolution 2096-0418).

Employees are responsible for ensuring that the total contribution to their retirement plans do not exceed the maximum amount permitted under law.

RECOMMENDATION:
Keep the deferred compensation matching contribution benefit of $250 per month unchanged.
ALTERNATIVES:
   1. Change the deferred compensation matching contribution benefit amount.
   2. Provide staff further direction.

ATTACHMENTS:
None
RESOLUTION NO. 2144-0920 APPROVING THE AMENDED PERSONNEL POLICY OF THE STEGE SANITARY DISTRICT

ISSUE:
The labor and employment attorneys of the Office of the District Counsel have found areas of the District’s Personnel Policy that could benefit from revisions.

FISCAL IMPACT:
The cost to approve this resolution is minimal and will help control potential liability in the future.

STRATEGIC PLAN:
GOAL 4: Provide Safe and Rewarding Work Environment that Recognizes the Worth and Value of Employees

BACKGROUND:
The District establishes and maintains personnel policies for its employees, which are subject to periodic review and amendment.

The District has asked the labor and employment attorneys of the Office of the District Counsel to review the personnel policies to ensure that the District is in compliance with the relevant laws and to minimize any exposure the District may face based on the policy language.

The labor and employment attorneys of the Office of the District Counsel have found numerous areas throughout the document that could benefit from revisions.

At the Board meeting held on August 20, 2020, the Board reviewed the draft policy and asked staff to work further with District Counsel on suggested changes and to bring back the item back for final approval at a future Board meeting. The final draft policy is now ready for review and approval.

RECOMMENDATION:
Approve the resolution.

ALTERNATIVES:
1. Take no action and provide staff further direction.

ATTACHMENTS:
Resolution No. 2144-0920
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RESOLUTION NO. 2144-0920

RESOLUTION APPROVING THE
AMENDED PERSONNEL POLICY OF THE STEGE SANITARY DISTRICT

The Directors of the Stege Sanitary District find and determine as follows:

A. The District establishes and maintains personnel policies for its employees, which are subject to periodic review and amendment.

B. The District has asked the labor and employment attorneys of the Office of the District Counsel to review the personnel policies to ensure that the District is in compliance with the relevant laws and to minimize any exposure the District may face based on the policy language.

C. The labor and employment attorneys of the Office of the District Counsel have found numerous areas throughout the document that could benefit from revisions.

In consideration of the foregoing findings and determinations, it is resolved:

1. The Stege Sanitary District Personnel Policy language is amended in its entirety as recommended by the labor and employment attorneys of the Office of the District Counsel (EXHIBIT A).

2. The effective date of this amendment is September 17, 2020.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

I HEREBY CERTIFY that the foregoing Resolution No. 2143-0920 was duly and regularly adopted by the Directors of the Stege Sanitary District, at a regular meeting held on the 17th day of September 2020, by a X-X vote as follows:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

ALAN MILLER, President
Stege Sanitary District
Contra Costa County, California

ATTEST:

______________________________
REX DELIZO, Secretary
Stege Sanitary District
EXHIBIT A

STEGE SANITARY DISTRICT

PERSONNEL POLICY

SEPTEMBER 2020
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ARTICLE I. INTRODUCTORY PROVISIONS

SECTION 1.1. POLICY PROVISIONS AND DISTRICT RIGHTS

1.1.1. Provisions: These Personnel Policies (“Personnel Policies”) are documented to define current employee working rules, salary and benefit provisions of the Stege Sanitary District (“District”). The Personnel Policies apply to all employees, except where otherwise indicated in these rules, or where an applicable contract with an employee specifically conflicts with these rules.

The Personnel Policies are not a contract. The rules may be amended from time to time by the District. However, in order to be effective, the amendment must be in writing and approved by the Board of Directors.

Each employee will receive a copy of these rules and is responsible for reading and following these procedures.

1.1.2. District Rights: The District shall have the exclusive right to determine the mission of its departments, set standards of services, and determine the procedures and standards for the following:
   A. Employment selection and promotion;
   B. Demotion, transfer, discipline and discharge;
   C. Directing, classifying and determining the number of District positions;
   D. Assigning work and overtime;
   E. Determining the need for lay-offs based on lack of work or for other legitimate reasons; and
   F. Maintaining the efficiency of District operations.

This may include but is not limited to: (1) The contracting or subcontracting of production, service, maintenance or other type of work performance by the District; (2) Determining the methods, means, and personnel by which District operations are to be conducted; (3) Establishing the content of job classifications; (4) Taking all necessary actions to carry out its control and discretion over its organization and the technology of performing its work in the most efficient and economical manner practical.

1.1.3. Equal Employment Opportunity (EEO): It is the policy of the District that employment practices and conditions shall be free of unlawful discrimination on the basis of race, religion, color, national origin, ancestry, pregnancy, childbirth, medical condition, physical or mental disability, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military or veteran status, political affiliation, protected
medical leaves (requesting or approved for leave under the Family and Medical Leave Act of the
California Family Rights Act), domestic violence victim status, or any other basis as defined and
protected by federal or state law (collectively, “protected categories”). This policy covers District
employees, applicants, volunteers, and elected or appointed officials.

1.1.4. Discrimination and Harassment Prevention Policy: The District is committed to
providing a work environment free from discrimination and harassment. This includes
discrimination and harassment based on a “protected category,” as defined above.
Discrimination and harassment is prohibited by the District and may result in disciplinary action,
up to and including dismissal.

Accordingly, the District adopts this anti-discrimination and anti-harassment policy or
Discrimination and Harassment Prevention Policy (“DHP Policy”) to encourage professional
and respectful behavior and prevent discriminatory and harassing conduct in the workplace. The
District also prohibits retaliation against a person who engages in activities protected under this
policy (“protected activities”). Reporting, or assisting in reporting, suspected violations of this
policy and cooperating in investigations or proceedings arising out of a violation of this policy
are considered “protected activities.”

This DHP Policy covers District employees, applicants, and elected or appointed officials. As
used in this DHP Policy only, the term “employee” includes contractors and volunteers in the
workplace. The DHP Policy extends to conduct with a connection to an employee’s work, even
when the conduct takes place away from District premises. In addition, discrimination or
harassment carried out by persons with whom the District has a business, service, or
professional relationship is prohibited and may result in termination of the business relationship,
or other appropriate response as determined by the District.

All employees, applicants, and elected or appointed officials are expected to assume
responsibility for maintaining a work environment that is free from discrimination, harassment,
and retaliation. Employees, applicants, and elected or appointed officials are encouraged to
promptly report conduct that they believe violates this policy so that we have an opportunity to
address and resolve any concerns. Managers and supervisors are required to promptly report
conduct that they believe violates this policy. We are committed to responding to alleged
violations of this policy in a timely and fair manner and to taking appropriate action aimed at
ending the prohibited conduct.

A. Prohibited Discrimination. As used in this policy, discrimination is defined as the
unequal treatment of an employee or applicant in any aspect of employment,
including discrimination based solely, or in part, on the employee’s, or applicant’s
protected category. Discrimination also includes unequal treatment based upon
the employee or applicant’s association with a member of these protected categories. Discrimination may include, but is not necessarily limited to:

1. hostile or demeaning behavior towards applicants or employees because of their protected category;
2. allowing the applicant’s or employee’s protected category to be a factor in hiring, promotion, compensation or other employment-related decisions unless otherwise permitted by applicable law; and
3. providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

B. Prohibited Harassment. As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment in employment may take many different forms including:

1. Verbal conduct such as epithets, derogatory comments, threats, gestures, teasing, slurs or unwanted jokes or comments.
2. Visual conduct such as the posting or distribution of offensive posters, symbols, cartoons, drawings, photographs, or emails.
3. Physical conduct such as physically threatening another person, assault, offensive touching, impeding or blocking movement, restraint, or physical interference with normal work or movement.

C. Sexual Harassment. As used in this policy, sexual harassment is defined as harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, and gender expression, or conduct of a sexual nature. It may include any of the actions described as harassment above, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. **Quid Pro Quo Sexual Harassment (“this for that”)**
   a) Submission to sexual conduct is made either explicitly or implicitly as a term or a condition of an individual's employment.
b) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual.

2. Hostile Work Environment Sexual Harassment
   a) Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile or otherwise offensive working environment.
   b) Examples of such conduct include:
      ● Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
      ● Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
      ● Leering, obscene or vulgar gestures or making sexual gestures.
      ● Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
      ● Impeding or blocking movement, unwelcome touching or assaulting others.
      ● Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
      ● Conduct or comments consistently targeted at one gender, even if the content is not sexual.

D. No Retaliation: Employees should feel free to report valid claims of unlawful harassment without fear of retaliation of any kind. The District will not retaliate against or tolerate retaliation against employees for making any complaint of unlawful harassment in good faith, or against any employee for cooperating in an investigation.

1. As used in this policy, “retaliation” is defined as any adverse employment action taken against an employee because the employee engaged in any protected activity, as defined above.
2. “Adverse employment action” is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation
may be regarded as an adverse employment action when considered in the totality of the circumstances.

3. Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

E. Harassment and Abusive Conduct Prevention Training. All District employees are required to participate in sexual harassment and abusive conduct prevention training. The training will also cover other types of prohibited harassment, such as harassment based on gender identity, gender expression, and sexual orientation. Supervisory employees are required to take two hours of training under this section every two years. Non-supervisory employees are required to take one hour of training every two years. The District will make this training available to employees during regular working hours at no cost to the employee. Records of these training activities will be maintained in District files.

F. Employee Response. Any employee who believes he or she has been unlawfully harassed or discriminated against should promptly report it orally or in writing to the employee’s supervisor or the District Manager. An employee is not required to complain first to a supervisor if that person is the individual who is harassing and/or engaging in discriminatory action against the employee. Instead, the employee may report the harassment/discrimination to the District Manager. If the District Manager is the harassing and/or discriminating actor, the employee may report the harassment/discrimination to the President of the Board of Directors. When notified of a potential violation of the DHP Policy, the President of the Board of Directors will consult with the District Attorney.

G. Supervisor Duty to Report. All managers and supervisors are required to promptly report conduct that they believe violates the District’s DHP Policy so that the District has an opportunity to address and resolve any concerns. The District is committed to responding to alleged violations of this policy in a timely
and fair manner and to take appropriate action aimed at ending the prohibited conduct.

H. **Complaint & Investigation Procedure:** The District will take an affirmative role to protect its employees from discrimination, harassment, and retaliation. Any employee or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to:

1. Identify the offensive behavior to the offending employee or other person and request that the behavior cease.

2. Report the offensive behavior either orally or in writing to the employee’s supervisor or manager or the District Manager. Any manager or supervisor who receives a complaint of harassment or discrimination must immediately report the complaint to the District Manager. If the District Manager is the subject of the complaint of harassment or discrimination, the manager or supervisor must report the complaint to the President of the Board of Directors.

3. The District Manager or his/her designee will promptly look into the facts and circumstances of any alleged violation, as appropriate. As provided above, the President of the Board of Directors will perform this duty if the District Manager is the subject of the complaint.

4. The District shall initiate an investigation where it has reason to believe that conduct in violation of this DHP policy has occurred. All investigations will be timely, thorough, fair, and completed by qualified personnel.
   (i) To the extent possible, the District will endeavor to keep the reporting of the applicant or employee’s concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District’s ability to fulfill its obligations under this policy.
   (ii) All employees are required to cooperate fully with any investigation.

5. Upon completion of the investigation, if the misconduct is substantiated, the District will take appropriate remedial action, as provided below, to prevent and correct misconduct and unlawful behavior, up to and including formal discipline where warranted.

I. **Filing External Complaints:** Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below.
Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

**California Department of Fair Employment and Housing**
2218 Kausen Drive, Suite 100 Elk Grove, CA 95758
800-884-1684 (voice), 800-700-2320 (TTY) or California’s Relay Service at 711 Contact.center@dfeh.ca.gov
https://www.dfeh.ca.gov

**U.S. Equal Employment Opportunity Commission**
450 Golden Gate Avenue 5 West,
P.O. Box 36025
San Francisco, CA 94102-3661
1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)
http://www.eeoc.gov/employees

**CALIFORNIA STATE AGENCIES ONLY:**
**State Personnel Board Appeals Division**
801 Capitol Mall Sacramento, CA 95814
(916) 653-0799 or TDD Line (916) 653-1498
www.spb.ca.gov

J. **Remedial Action:**
1. If harassment or discrimination is found to have occurred in violation of District policy, the District shall take action to ensure or confirm that the harassment or discrimination is stopped. The District shall take whatever measures are reasonably necessary to ensure its workplaces remain free from unlawful discrimination or harassment.
2. The District shall maintain a complaint procedure to provide an avenue for complaints, investigations and appropriate remediation. Employees are encouraged to utilize the complaint process described in subsection (H) above if they experience unlawful discrimination or harassment. The complaint process shall be available and disseminated to all District employees.
3. Employees found to have engaged in discrimination or harassment covered by this DHP Policy may be subject to disciplinary action, up to and including termination of employment.
4. Employees found to have been dishonest or uncooperative during an investigation into allegations of discrimination or harassment may be
subject to disciplinary action, up to and including termination of employment.

5. This DHP Policy shall not be construed to create a private or independent right of action against the District, or any of its employees or officials. The District reserves the right to interpret and apply this policy to provide greater protection than what is afforded under existing federal and state law.

K. Obligation of Employees. Employees are responsible for knowing the District’s policy on anti-discrimination and anti-harassment; refraining from discriminatory behavior, including harassment; reporting incidents of discrimination in a timely fashion; cooperating with any investigation concerning allegations of discrimination; and maintaining confidentiality concerning any such investigation.

1.1.5. Training and Development: It is the goal of the District to carry out its training and development responsibilities with the best possible balance of effectiveness and economy. This goal can best be accomplished by helping its employees develop the skills, knowledge, and understanding to perform essential tasks.

Each District position has unique requirements. Every employee is responsible for attaining the necessary skills, knowledge, abilities and certifications to successfully perform the job. To assist the employee and to ensure that the District is managed in the most effective and economical manner, the District may require its employees to attend and participate in a variety of business and safety-related programs, seminars and classes, and on-the-job training programs. The District also provides education-tuition refunds as addressed in Article IV.

1.1.6. Personal Protective Equipment and Clothing: District employees shall use and/or wear all applicable personal protective equipment when required by District work standards and practices or by applicable occupational health and safety rules and regulations or in any case in which any employee is or will be exposed to work conditions that pose a risk of injury or illness to the employee, against which risk personal protective clothing and equipment are intended to afford him/her with protection. Personal protective equipment includes, but is not limited to: respirators, gloves, eye protection (goggles/shields), ear protection (plugs/muffs), hard hats, raingear, uniforms that include long-sleeved shirts and pants, and safety glasses, all of which shall be provided by the District.

The District shall provide an annual allowance of $175 to all field and maintenance employees for the purchase of safety shoes. Maintenance employees include the Collection System Workers and the Collection System Superintendent. Field employees include the Engineering Technician/Inspector and Associate Engineer. Proper use of personal protective equipment and clothing is essential and is a safety issue. Failure to abide by District safety procedures, including
the use of equipment and clothing, is subject to disciplinary action, up to and including
termination of employment as outlined in Article III, Section 2 of the Personnel Policies.
(06/20/02 - Resolution No. 1794-0602; 11/04/10 - Resolution No. 1973-1110)

1.1.7. Computer, Electronic Mail (E-Mail) and Internet: All District property, including
computer equipment, is to be used in a professional and lawful manner and solely for the
benefits of the District. All files and records stored on District computers and e-mail messages
are District property and employees’ actions in the use of e-mail and the internet are not private.
The District’s computer, electronic mail, and related equipment and software are to be used for
District business purposes only. Unauthorized use of computer equipment can threaten the
ability of the system to operate properly and potentially subject the employee and the District to
certain liabilities.

Employees shall not infringe on trademarks or copyrighted material by improperly downloading
or copying software off the internet. The e-mail system shall not be used to send jokes or other
comments to others that may be perceived as discriminatory, harming, offensive or disruptive,
or to send material that disparages an individual, company, business entity, or discloses personal
information without authorization. Employees are representing the District when they use the
internet on District computers, and they must remember this when visiting sites on the internet.
District employees may not navigate to pornographic sites on District computers. Personal use
of e-mail and the internet shall be incidental and shall not interfere with District use and District
business. The District’s Harassment and Discrimination Prevention Policy applies to e-mail and
internet use. Employees found to have violated the provisions of this policy and/or engaged in
harassment, may be subject to disciplinary action, up to and including termination of
employment. (09/19/02 - Resolution 1805-0902)

The District reserves the right to access, search, inspect, and disclose any message,
communication, or file on a voicemail or computer system owned or operated by the District at
any time or for any reason. The District also retains the right to access, search, inspect, and
disclose any file containing District property or kept with files or equipment that belong to, or
are provided by the District at any time for any reason. All equipment, software, files,
communications, or messages created, maintained, or sent or received on any system or device
provided by the District are considered District property.

1.1.8. Total Compensation: The total compensation package provided to employees will be
determined by comparison to compensation packages provided by similar sanitary agencies and,
to a lesser extent, private enterprises in the San Francisco Bay Area.

The District Manager has the authority to establish the salaries of District employees within the
salary ranges approved by the Board of Directors. In cases of exceptional performance by
employees, the Manager has the authority to establish the salary up to ten percent (10%) in
excess of the top of the approved salary range. Payments under this policy shall be made in accordance with the procedure established in Section 2.2.3. The Manager shall report any salary established over the range to the Board of Directors. (07/26/07 - Resolution 1916-0707)

1.1.9. **Cellular Phone:** Engineering and Maintenance employees are required to have a cellular phone with them and in operating condition at all times they are working for the District. Engineering and Maintenance employees will be compensated with a cellular phone allowance of $60 per month. Cell phones are to be used in a professional and lawful manner, including adherence to the California “hands-free” law in effect as of July 1, 2008. However, the District will not furnish “hands-free” devices to employees because District policy is that employees shall not use cell phones while driving District vehicles. District employees on District time shall stop driving if they need to use a cell phone.

Employees acknowledge that by accepting monthly stipends for cellular phones, the employee is required to provide any file or record contained on the cellular phone that the District may need, or to make the cellular phone available to the District, to the extent permitted by law.

Failure to abide by District rules, including the requirement that engineering and maintenance employees have a cell phone in proper operating condition with them at all times they are working for the District, is considered a failure to follow assigned duties and subject to disciplinary action as outlined in Article III, Section 2 of the Personnel Policies. (09/25/08 – Resolution 1935-0908)

1.1.10. **Vehicle.** A suitable automobile will be provided to the Manager/Engineer including fuel, lubricants, maintenance, repairs, and insurance. The vehicle is to be used in accordance with District policy and in the course of the Manager/Engineer’s performance of their duties and responsibilities and for commute purposes to and from their residence so that they will be able to respond promptly at any time in the event that District business requires urgent attention. The vehicle may also be used for incidental personal purposes in the course of work and commuting, but not otherwise.

The taxable value of the automobile provided to the Manager will be determined using the lease value rule. The fuel value will also be added to the lease value for all personal miles per the Internal Revenue Service’s (IRS) guidelines in Publication 15-B.

The Collection System Superintendent (CSS) will be provided with one of the District pickup trucks for commute purposes to and from their residence so that they will be able to respond promptly to service calls in their role as first responder. The Superintendent is required to commute to and from work in a District vehicle and shall not use the vehicle for personal purposes other than for commuting or de minimis personal use. The taxable value of the vehicle
will be determined using the commuting rule, per the Internal Revenue Services (IRS) guidelines in Publication 15-B. (09/25/08 – Resolution 1943-0908; 09/08/11 – Resolution 1989-0911)

1.1.11. Social Media. The purpose of this policy is to establish standards and expectations to employees regarding the use of social media sites and social networking. The District’s policy on social media applies to all employees of the District, as well as independent contractors, other assigned workers, and third parties performing services on the District’s behalf. Nothing in this policy shall infringe upon an individual’s right to engage in any protected activity or restrict the individual’s right to freedom of speech.

Employees shall not conduct activities that are illegal or contrary to District's Personnel Policies or any other District rules and guidelines. Harassing, intimidating, offensive, abusive, threatening, menacing or hostile content communicated through blogs and other online communications is prohibited. Data related to others, including, but not limited to, personal details and pictures, shall only be posted with that party’s consent.

As a commitment to providing an atmosphere free of all forms of harassment, exploitation, or intimidation, when using District electronic resources to access online social media, or when identifying yourself as an employee of the District on any social media resource, or actually or apparently speaking on behalf of the District, you are expected to uphold the District’s values and act with honesty, integrity, accuracy, and respect for the rights, privileges, privacy, sensibilities, and property of others and to abide by applicable state and federal law, District policies, and the District’s statement of values.

Those covered under this policy shall protect all Confidential Information, as defined below. It is never appropriate to share, post, publish, or otherwise disclose Confidential Information unless explicitly authorized to do so by the District. A violation of any provision contained in this policy is subject to disciplinary action up to, and including, termination.

A. DEFINITIONS

• **Blog**: A website containing the writer’s or group of writers’ own experiences, observations, opinions, etc. and often having images and links to other websites.

• **Confidential Information**: Any information which was entrusted to the District by another person which was intended to be held in confidence during “Closed Session” discussions with the Board of Directors. Confidential information includes private personnel information, including private medical information, counseling, and disciplinary actions to the extent permitted under applicable law. This shall include any and all
confidential information that would be exempt from disclosure under the California Public Records Act.

- **Proprietary Information:** Information or content that is specifically licensed to, or considered the property of, the District and through which various licensing or purchase agreements, is intended for sole use by the District in its ongoing operations.

- **Social Media:** Content created by individuals using accessible and variable technologies through the Internet which includes social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Current technologies include, but are not limited to, picture-sharing, wall-postings, e-mail, instant message and music-sharing. Examples of social media applications include, but are not limited to, Google and Bing (search engines and social media), Wikipedia (reference), Facebook, Snapchat, TikTok, and Twitter (social networking), RSS, YouTube (video sharing), Flickr (photo sharing), LinkedIn (business networking) and news media comment sharing/blogging.

- **Social Networking:** The practice of expanding the number of one’s business and/or social contacts by making connections through web-based applications. Social networking may include joining clubs and organizations or staying connected through phone conversations and written correspondence such as letters. This policy focuses on social networking as it relates to the Internet or mobile messaging media to promote such connections.

- **Textual Harassment:** Any message sent via a messaging device that is derogatory, harassing, or sexual in nature and is in violation of the District’s DHP Policy.

**B. GUIDELINES**

The absence of, or lack of explicit reference to a specific internet/mobile media/messaging site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain.

1. **Official Spokesperson or Other Job-specific Participation in Online Social Media Forums**
   Employees may not identify themselves as an official spokesperson for the District in an online forum without prior approval from the District Manager or his/her designee. Examples of such online forums are
LinkedIn or a “Members Only” site maintained by a District-approved professional organization. The District Manager may permit employees to identify themselves as an official spokesperson for the District if the identification is limited to a professional rather than personal nature. Information purported to be published by the District contained within blogs and other websites could have a negative impact to the District, with potential legal implications. Unless an individual covered under this policy has been authorized to speak on behalf of the District, the individual shall never claim to be a District spokesperson or expressing an official District position in such communications.

2. **Personal Social Media**

   Employees shall comply with the District’s Computer Electronic Mail and Internet Policies in the use of the District’s equipment. Communications using the District’s email and internet are not private and may be monitored in accordance with District Policy.

   (i) Personal/private employee blogging or personal/private use of such social media sites is prohibited during working hours. Occasional and incidental use is limited primarily to breaks, lunch hours or after hours (on District computers) and is only allowed in accordance with the District’s Computer Electronic Mail and Internet Policy. Social media activities should not interfere with work commitments.

   (ii) District resources are to be used for District purposes. District resources include, but are not limited to, computers, mobile phones and portable computing devices. Additionally, employee work hours should be spent furthering District purposes rather than utilizing personal social media. Use of District computers or devices such as internet-enabled personal digital assistants (PDAs), tablets, or smart phones (i.e. Blackberries, IPhone, Androids or other “smart” phones) to access personal social media shall conform with the District’s Computer Usage Policy.

   (iii) Use of your District e-mail address constitutes conducting District business; therefore use of a District e-mail address outside of a District-sponsored site is not allowed.

   (iv) Employees may not attribute personal statements, opinions or beliefs to the District when engaging in private blogging or on personal social media sites. If an employee has identified him or herself as an employee of the District on his or her personal blog, then the blog should have a clear disclaimer that the views
expressed by the author in the blog are the author’s alone and do not represent the views of the District. Write in first person and make it clear that you are speaking for yourself and not on behalf of the District. (Example: “The postings on this site are my own and do not represent the District’s positions or opinions.”)

(v) Information published on your personal blog or social media site may not reference or contain any confidential District documents, personal information, or proprietary information including, but not limited to, documents, pictures and/or videos that are available to you as an employee of the District. This also applies to comments posted by the employee on other forums, and social networking sites.

(vi) If you identify yourself as a District employee, your online presence reflects the District. Be aware that your actions captured via images, posts, or comments can reflect that of our District.

(vii) District logos and graphics are the property of the District and may not be used on personal social media sites.

3. **Content of District Social Media**

(i) The value in social media sites lies in providing timely, up-to-date information. Approved sites shall be maintained so as to provide the most current information available on behalf of the District.

(ii) Comments and pictures posted on behalf of the District on any forum site shall be reviewed and approved by the District Manager or his or her designee prior to posting.

(iii) Information published on any forum, blog, or networking sites must comply with the District’s confidentiality and disclosure of proprietary data policies.

(iv) Wherever possible, links to more information should direct the user back to the District’s official website for more information, forms, documents or online services necessary to conduct business with the District.

(v) Respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online as well.

(vi) Questions regarding removal of comments shall be directed to the District Manager for review prior to removal.

(vii) Written content submitted on behalf of the District for posting to a forum that is deemed not suitable for posting by the District Manager, either because it is not topically related to the particular forum’s objective being commented upon, or it is deemed
prohibited content based on the criteria in this policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.

Any violation of this policy may result in discipline up to and including termination. “Textual” harassment shall be treated like any other form of harassment and is subject to the District’s Harassment and Discrimination Prevention Policy. Unlawful use of internet, e-mail or social media may result in referral for criminal prosecution. (10/24/13 – Resolution 2018-1013)

1.1.12. Lost or Unclaimed Personal Property: The purpose of this policy is to create uniform procedures regarding how the District and District employees shall handle lost or unclaimed personal property found in the District’s service territory by Employees in the course and scope of employment. This policy is made pursuant to California Civil Code section 2080.6.

A. Procedure Following Discovery of Lost or Unclaimed Property: In the event that an Employee discovers personal property estimated in value of $100 or more while working, the Employee shall, as soon as reasonably possible, turn the property in to the District Manager. The Employee who found the property shall include a brief written report and affidavit containing the following information:

1. The location and manner in which the property was found and retrieved. The date the property was found.
2. Whether the owner of the property is known or may be ascertainable with reasonable efforts as described later in this section.
3. A statement by the employee that he or she has not withheld or disposed of any part of the property.

Upon receiving the property and affidavit, the District Manager shall have the sole discretion of either 1) turning the property and the affidavit over to the police department of the city or the sheriff’s department of the county where the property was discovered, pursuant to California Civil Code section 2080.1, or 2) following the below policy.

B. Reasonable Efforts to Ascertaining Owner: If the District Manager chooses not to turn the property over to the police or sheriff’s department pursuant to California Civil Code section 2080.1, the District Manager will keep the unclaimed property in a secured area and attempt, if reasonably possible, to find the owner of the lost or unclaimed property. The District is required to attempt to ascertain the owner where the potential owner can be narrowed down to twenty (20) households or less. If the District can narrow the potential owner down to twenty (20)
households or less, the District shall send a mailing to each household containing the following:

1. A description of the property that was found.
2. The location and manner in which the property was found.
3. The date the property was found.
4. A request for proof of ownership in the event that someone intends to claim the property.

Proof of ownership shall include, but not be limited to, the following:

1. The claimant's name, address and telephone number.
2. Proof of identity such as a copy of a driver’s license, social security card or birth certificate.
3. Description of how the personal property was lost or misplaced.
4. Any other evidence of proof of ownership.

The District Manager, in his or her sole discretion, shall determine whether proof of ownership is satisfactory to return the lost or misplaced property to the claimed owner.

C. Procedure in the Event that Property Remains Unclaimed After 90 Days: In the event that the unclaimed property is valued at more than $250.00 and remains unclaimed, such property shall be sold at public auction or by electronic media, including, but not limited to, the Internet, if in the District’s judgment it is cost effective to utilize electronic media. The unclaimed property shall be sold to the highest bidder through public auction or electronic media after public notice of sale on the District’s website for at least five days. Any Employee may purchase the unclaimed property regardless of how it is sold by the District.

D. Proceeds of the Sale of Unclaimed Property: Proceeds will be deposited into the District’s general fund after payment of costs to administer the sale of the unclaimed property. Any property that remains unsold, or any property that is valued less than $250.00, may be sold, destroyed, or disposed of by the District’s General Manager in his or her sole discretion. (11/21/13 – Resolution 2019-1113)
ARTICLE II. EMPLOYMENT/COMPENSATION PROVISIONS

SECTION 2.1. DISTRICT EMPLOYEE STATUS/CLASSIFICATION

2.1.1. **Probationary Status:** All employees of the District are on probationary status during the first six (6) months of employment. During the probationary period the District Manager may dismiss an employee for any reason with or without cause. The discharge is at the sole discretion of the District with no recourse under the grievance or appeals provisions. An employee who promotes to a higher position within the District also serves a six (6) month probationary period but retains all rights and privileges of the previously held position until such time that the probationary period in the new position is completed. (See Section 3.2.4.A for a discussion of a promoted employee’s demotion rights).

An employee’s probationary period may be extended up to a maximum total of eighteen (18) months at the sole discretion of the District Manager. An employee in the Collection System Workers or Collection System Superintendent positions, must become certified by passing one of the first two available California Water Environment Association Technical Certification examinations, subsequent to their first day of employment in their respective position as one of the necessary actions to successfully complete probation and become a regular employee. (05/16/02 - Resolution No. 1791-0502)

2.1.2. **Regular Full-Time Employees:** Employees who regularly work at least thirty (30) hours per week on a continuous scheduled basis in a position classification established by the District after successfully completing the probationary status. Employees in this status are eligible to participate in all benefit programs offered by the District.

2.1.3. **Regular Part-Time Employees:** Employees who regularly work at least twenty (20) hours but less than thirty (30) hours per week on a continuous scheduled basis in a position classification established by the District. Employees in this status are required to participate in the California Public Employees Retirement System (CalPERS) and are eligible to participate in many of the benefit programs offered by the District on a pro-rated basis.

2.1.4. **Temporary Employees:** Employees who hold either full or part-time jobs of limited or specified duration. Unless expressly provided for under this section, or otherwise required by applicable law, temporary employees are not eligible to receive District-sponsored benefits, or accrue any form of service credit or seniority that is afforded to regular employees. Workers’ compensation, unemployment insurance, social security, and leaves for pregnancy and work-related disabilities and other statutorily mandated benefits are the only benefits provided to temporary employees. Paid sick leave is also provided for eligible temporary employees as provided below.
- **Paid Sick Leave:** Temporary employees may not work in a full-time capacity for a term in excess of six consecutive months. After working at the District for at least 30 days within a year and satisfying a 90-day employment period, temporary employees qualify for paid sick leave. Temporary employees begin accruing paid sick leave on their first day of employment at a rate of one hour per every 30 hours worked. Accrued paid sick leave may not be used until the 90-day employment period is completed.

SECTION 2.2. SALARY

2.2.1. **Wages:** Wage rates shall be as set forth in the last approved District Classification and Salary Resolution.

2.2.2. **Salary Ranges:** Each classification shall be assigned to a salary range with a specified minimum and maximum level. The range(s) shall be regularly reviewed and adjusted, as necessary and appropriate, by Board Resolution.

An incumbent’s salary level shall not be below the established minimum nor above the established maximum level, unless made by the District Manager for the employee’s exceptional performance in accordance with Section 1.1.8.

2.2.3. **Merit Increases:** Regular employees are eligible to receive an annual merit increase, within range, only if the incumbent’s performance is satisfactory or above as documented in an Employee Performance Appraisal. The amount of the merit increase is determined by a variety of performance-related and other factors. Merit increases may not raise a salary for any job classification beyond the maximum level established for the job classification, with the exception of the 10% merit increases discussed in Section 1.1.8. Such merit increase differentials that are in excess of an established maximum level for a job classification shall be paid to the employee in earned lump-sum quarterly payments during the subsequent twelve-month period. If an employee’s employment terminates during the aforementioned period, the merit increase differential lump-sum payment shall be pro-rated based on the fraction of the twelve-month period that employment was active.

2.2.4. **Incentive Award:** An incentive award is a cash or prize award that may be granted for meeting performance goals and objectives that are outside of an employee’s normally required duties. The performance goals and objectives are established and set annually by the District Board of Directors.

SECTION 2.3. SHIFT DIFFERENTIALS (RESERVED)
SECTION 2.4. OVERTIME

2.4.1. **General:** Overtime may be authorized by the District Manager when required to maintain the operations of the District. All District positions shall be classified as either exempt or non-exempt in accordance with the Fair Labor Standards Act (FLSA). Incumbents in positions which are designated as exempt are not eligible for overtime compensation. Exempt positions are generally defined as being primarily administrative, professional and/or executive in the performance of their job duties.

Non-exempt employees are not permitted to work overtime unless they receive advanced approval by their Direct Supervisor or the District Manager. Therefore, it is the policy of the District that nonexempt employees shall not engage in work during off-duty hours through the use of email or other similar electronic resources unless they have received advanced approval to work overtime for such time. Engaging in work during off-duty hours through the use of email is spending five or more minutes in total over the course of the work week reviewing and/or preparing emails. In addition, unless pre-approved and authorized, non-exempt employees are not expected to monitor work related emails during off-duty hours. On occasion, in cases of emergency, a non-exempt employee may receive, review and/or prepare a brief, non-substantive work-related email during off-duty hours. For example, an employee may receive and briefly respond to an email from a supervisor during off-duty hours asking if he/she is available to cover a shift that has opened up. Such time spent on a brief, non-substantive and occasional work-related email during off-duty hours is not considered time worked by the employee.

2.4.2. **Rate:** Employees in non-exempt positions earn overtime at the rate of one and one-half (1.5) times their FLSA regular hourly rate for emergency and other work required to be performed that is in excess of forty (40) hours per work week. All flexible benefits plan payments will be included in the FLSA regular hourly rate since cash payments are more than an “incidental” portion of the District’s overall flexible benefits plan payments.

2.4.3. **Accumulation:** Compensation for overtime work shall be paid at the next pay period.

SECTION 2.5. STAND-BY AND CALL BACK TIME

2.5.1. **General:** The District may assign employees to stand-by status. Employees assigned to stand-by shall be available for service at all times. Failure to respond may be grounds for disciplinary action.

2.5.2. **Notification:** The District shall make reasonable efforts to notify employees that they are to be assigned to stand-by at least two (2) weeks in advance.
2.5.3. **Compensation:** Effective July 1, 2017, all employees assigned to work stand-by shall receive two (2) hours of regular straight time rate of pay per day. Other personnel, such as City of El Cerrito employees, hired to work stand-by shall receive sixty dollars ($60) per day. This compensation will be reviewed each year as part of the annual compensation review. (06/12/08 - Resolution No. 1934-0608; 7/19/11 - Resolution No. 1982-0711; 7/12/12 - Resolution No. 1997-0712; 6/11/15 Resolution 2046-0615; 6/8/2017 Resolution No. 2081-0617)

2.5.4. **Guidelines:** Employees called back to work after completing their regular shifts or on days off shall be entitled to a minimum of three (3) hours call-in time for each duty call which involves leaving their place of residence subject to the following:

When multiple service calls occur during the minimum call-in period, overtime compensation shall be paid for three hours or actual hours worked, whichever is greater.

If the employee is called back to work after completing his/her shift and such call back work is completed before twelve midnight (12:00 A.M.), the employee shall be compensated at time and one-half (1.5) for the three hour minimum. If the employee is called back to work after completing his/her shift and such call back work is completed after twelve midnight (12:00 A.M.) the employee shall be compensated at double time (2.0) only for that work completed after midnight (12:00 A.M.) and at time and one-half (1.5) for work completed before twelve midnight (12:00 A.M.).

Employees who are called in within one and one-half (1.5) hours of their start time shall not receive call back pay premiums.

**SECTION 2.6. EMPLOYEE DRIVING STANDARDS**

2.6.1. **Special Definition:** For purposes of this Section 2.6 only, employees of the District shall include all employees and Board members.

2.6.2. **General:** The District has adopted driving standards applicable to all employees driving District vehicles. Employees failing to meet the minimum driving eligibility standards, when a qualifying condition of District employment requires driving, may be subject to dismissal or reassignment and/or demotion to a non-driving job classification at the option of the District.

**MINIMUM ELIGIBILITY STANDARDS:**
1. Employees must possess a valid Driver’s License to legally operate the class of vehicle(s) they operate in their employment.
2. When a qualifying condition of District employment requires driving, employees accumulating three violation points as valued and enumerated on the attached version of the Department of Motor Vehicle Negligent Operator Count sheet DL551, as latest
amended, within the last three years, shall be considered in a "disciplinary status" and shall be required to attend a Defensive Driving class. Department of Motor Vehicle checks will be made quarterly on employees in a "disciplinary status".

3. Employees accumulating four violation points as valued and enumerated on the Department of Motor Vehicle Negligent Operator Count sheet attached, as Attachment 2, within the last three years, shall not be allowed to drive District vehicles.

4. The provisions of items 2 and 3 above shall apply regardless of whether the negligent driving which resulted in acquiring the violation points was or was not in the course of employment.

SECTION 2.7. SUBSTANCE ABUSE POLICY

2.7.1. General: The District’s workplace shall be drug and alcohol-free. No employee shall unlawfully manufacture, transfer, purchase, distribute, dispense, possess, use, or be under the influence of alcohol, drugs, or controlled substance as defined in the Controlled Substance Act and Code of Federal Regulations during work hours or in any District-designated workplace.

The District has adopted a drug and alcohol testing program in accordance with mandated Federal Law (49 CFR Part 382) for designated safety-sensitive positions.

Safety-sensitive positions include Collection System Superintendent, Collection System Foreman, Collection System Worker and Collection System Trainee.

Employees in safety-sensitive positions, as listed above, may be tested under the following circumstances: Pre-Employment (after an offer of employment has been made); Reasonable Suspicion; Post-Accident; Random Testing; and Return-to-Duty Testing (if previously tested positive).

2.7.2. Drug and Alcohol Testing. In addition to the above, the District Manager may request that an employee outside of a safety-sensitive position submit to a drug and/or alcohol test when the District Manager has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol as prohibited under this Policy.

- “Reasonable Suspicion” is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is noticeably impaired; or so that the employee’s ability to perform his/her job safely is reduced; or where an accident involving District property is coupled with one or more of the examples below.

- Any of the following, alone or in combination, may constitute reasonable suspicion:
  1. Slurred speech;
2. Alcohol odor on breath;
3. Unsteady walking or movement;
4. Extreme unusual behavior;
5. Possession of alcohol or drugs;
6. Smell of a drug or alcohol,
7. Red or bloodshot eyes,
8. Incriminating statements or admissions of the employee,
9. Information obtained from a reliable person who observed or overheard or had reason to know of any of the conduct described in 1-8 above.

● When the District Manager requests that an employee submit to a drug and/or alcohol test, he or she shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of alcohol and/or drugs.

● If an employee refuses any proper request to submit to a drug and/or alcohol analysis, good cause shall exist for the District Manager to apply disciplinary action, including discharge.

● The District Manager should make reasonable effort to provide for safe transportation to the testing facility or home when there is a reasonable suspicion that an employee is intoxicated or under the influence of alcohol or drugs.

● The drug/alcohol test samples will be taken at a laboratory certified by the State Department of Health and selected by the District which uses basic forensic standards and follows strict chain of custody procedures. Strict confidentiality shall be maintained relative to the names and circumstances involved with regard to requests for drug/alcohol testing.
ARTICLE III. EMPLOYEE RELATIONS

SECTION 3.1. GRIEVANCE PROCEDURE

3.1.1. General: It shall be the policy of the District to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential problems, and to establish channels of communication. The purpose of the grievance procedure is to promote improved employer-employee relations by affording the employee a systematic means for obtaining further consideration of problems after reasonable efforts to resolve them through informal discussion have failed. This procedure is designed to expedite the settlement of grievances as near the point of origin as possible.

3.1.2. Matters Subject to Grievance: Any complaint an employee has concerning the interpretation or application of rules, regulations, policies, or procedures governing personnel practices, working conditions, wages, hours, and other terms and conditions of employment, with the exception of those matters specified in Section 3.1.3 below.

3.1.3. Matters Not Subject to Grievance:
   A. Employee evaluation procedures.
   B. A rating as given in an Employee Performance Appraisal.
   C. Disciplinary and termination actions.
   D. Complaints based on harassment and discrimination.

3.1.4. Informal Grievance Procedure:
The grievant shall, within five (5) working days of the discovery of an event giving rise to a grievance, informally present and discuss any difference or grievance with his/her most immediate supervisor. Both shall make a bona fide effort to amicably settle such differences. The supervisor shall respond within five (5) working days after the final meeting with the grievant. The informal grievance procedure shall be utilized prior to formal grievance procedures.

3.1.5. Formal Grievance Procedure:
   A. Step One: An aggrieved employee must first file the grievance in writing with his/her first-level supervisor within fifteen (15) days of the alleged violation causing the grievance. If the employee and the supervisor are unable to resolve the matter, either party may refer the grievance to Step Two within fifteen (15) days.

      A formal grievance shall contain the following information:
      1. Name(s) of grievant;
      2. Job title;
3. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, resolution, or other pertinent document involved;
4. The date(s) on which the event occurred;
5. Proposed solution to the grievance and/or the relief sought;
6. Date grievance form is submitted; and
7. Signature of grievant

B. Step Two: Upon the request of either party, the District Manager shall review the matter and respond to the employee within fifteen (15) days of the referral to Step Two.

C. Step Three: If an employee is not satisfied with the Step Two response, he/she may file an appeal with the District Board of Directors within fifteen (15) days of receiving the Step Two response. The appeal must be in writing, setting forth the provisions of these Personnel Policies that have been violated, and the suggested remedy. The Board shall consider both sides of the matter and render a final and binding decision within thirty (30) days after receipt of the appeal.

3.1.6. Miscellaneous Provisions:
Time limits may be extended by mutual agreement in writing prior to the expiration of the applicable time period.

Failure at any step of this procedure to communicate a decision on the grievance within the specified time limits shall mean that the grievance is denied at that step and shall permit the lodging of an appeal at the next step. Failure to appeal the decision within the specified time limits shall be deemed a withdrawal of the grievance.

In certain grievances, the first step may be eliminated if the grievance arises out of an action by an authority above the level of the grievant's supervisor. However, such grievance will begin no higher than Step Two of the grievance procedure.

SECTION 3.2. DISCIPLINARY PROCEDURE

3.2.1. General: When grounds for discipline exist, the District shall follow the procedures specified in this Section. Disciplinary action may include verbal warning with a written record of the discussion, written reprimand, suspension, reduction in rank and/or pay, or termination of employment. Whenever possible, discipline shall be imposed as a corrective measure for improvement. However, in cases where the employee’s conduct constitutes Sufficient Cause For Dismissal (as specified in subsection 3.2.5), the District reserves the right to impose maximum disciplinary action, including immediate termination of employment.
3.2.2. **Grounds For Discipline:** Causes and actions constituting grounds for discipline may include but are not limited to:

1. The causes and actions included in subsection 3.2.5.
2. Discourteous or non-cooperative treatment of the public or of a fellow employee that is detrimental to the function of the District.
3. Possession, use, or being under the influence of alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
4. Habitual absence or tardiness.
5. Abuse of sick leave.
6. Disorderly conduct.
7. Incompetence or inefficiency.
8. Insubordination or willful disobedience, including the violation of any lawful or reasonable regulation, order, or assignment made and given by an authorized supervisor.
9. Dishonesty, including, but not limited to, knowingly furnishing false information in the performance of duties and responsibilities, falsifying any Commission document or record (including time cards), or making misstatements or omissions to secure appointment to a position with the Commission.
10. Endangering self or others, including any violation of the District’s personnel rules or safety regulations, or failure to follow adopted safety practices and guidelines.
11. Failure to perform competently including, without limitation, unfitness for the position, failure or refusal to timely perform assigned duties, mistakes, inefficiency, carelessness, or inattention in the performance of duties.
12. Failure to maintain minimum qualifications, including required licenses or certificates.
13. Conviction of a criminal offense involving moral turpitude or which reflects adversely upon the District.
14. Misusing, destroying, or damaging property of the District, another employee, or a District visitor.
15. Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items, while on District property, while on duty, or while operating a vehicle leased or owned by the District.
16. Sexual or other harassment of another employee or person doing business with the District.
17. Failure to cooperate in an official inquiry or investigation into an alleged violation of the Personnel Policies.
18. Actual or threatened violence against another person while engaged in employment.
19. Any other conduct of equal gravity to the reasons enumerated above as determined by the District Manager or the District Board of Directors

3.2.3. **Records of Disciplinary Action:** The District shall maintain a personnel file for each employee. Documentation of all disciplinary action taken against an employee shall be kept in the employee’s file for at least four years. The employee shall acknowledge receipt of all disciplinary notices by signing a copy of the same at the time of presentation. The employee’s signature signifies only that he or she has received the document and does not necessarily constitute agreement to the contents thereof. An employee’s refusal to sign shall be noted on the notice. The District shall keep all documents related to discrimination, harassment, or retaliation claims for at least seven (7) years or for as long as the District deems necessary.

3.2.4. **Dismissal of an Employee:** During his/her probationary period, an employee may be dismissed without cause by the Board, the District Manager, or the employee’s Department Supervisor with the approval of the District Manager. This discharge is at the sole discretion of the District with no recourse under the grievance or appeals provision.

A regular employee may be dismissed at any time for sufficient cause by the Board of Directors, the District Manager, or his Department Supervisor with the approval of the District Manager as stated herein.

3.2.4.A. **Demotion to Prior Status:** If a promoted, regular employee is found to be unable to adequately perform under the increased responsibility of the new position during the probationary period, the employee shall be demoted back to the previously held position. A regular employee on probationary status may be displaced by this action.

3.2.5. **Sufficient Cause For Dismissal:** Sufficient cause for dismissal includes, but is not limited to, the following:

1. Conviction of a felony involving moral turpitude or which reflects adversely upon the District.
2. Fraud or misstatement of qualifications in securing employment.
3. Misappropriation of District funds or property, including theft or unauthorized removal or possession of property from the District, other employees, or anyone else on District property.
5. Gross violation of District safety rules and regulations including, but not limited to, the District’s Substance Abuse Policy and the Discrimination and Harassment Prevention Policy
6. Three (3) consecutive day's absence without notice to the District shall be deemed sufficient cause for dismissal providing the employee fails to show satisfactory cause for such action.

7. Distribution or sale of alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.

8. Intentional or gross misconduct with respect to any matter warranting the imposition of discipline under subsection 3.2.2.

9. Any other conduct of equal gravity to the reasons enumerated above as determined by the District Manager or the District Board of Directors


Employees receiving a verbal warning with a written record of the discussion or a written reprimand shall have five (5) days to submit a written response to the discipline to be included in the employee’s personnel file, but those employees will not be provided an opportunity for a hearing.

The District shall comply with established due process laws of the State of California prior to imposing suspensions, reductions in rank or pay, or termination of employment. In all cases of proposed suspensions, reductions in rank or pay, or terminations of employment, a regular employee shall receive a Notice of Disciplinary Action (“Notice”) at least five (5) working days prior to the effective date of the proposed discipline and an opportunity for a hearing. During the course of the disciplinary proceedings, the employee may be placed on paid administrative leave at the discretion of the District Manager, in which case the employee shall not report to work. The Notice shall be prepared by the employee’s managing supervisor after consultation with the District Manager and shall contain the following information:

1. A description of the proposed disciplinary action and the effective date of the action.

2. A statement of the acts or omissions upon which the action is based and a copy of the ordinance(s), regulation(s) or rule(s) violated.

3. A reference to the specific policy or rule upon which the action is based.

4. A copy of any other presently available materials upon which the action is based, or a description of the substance of the relevant supporting evidence.

5. A statement informing the employee that he/she has the opportunity to respond to the Notice of Disciplinary Action, either orally or in writing, within five (5) calendar days of receipt of the Notice. If the employee chooses to do so, an informal hearing (“Hearing”) with the District Manager or his/her designee shall be scheduled pursuant to Section 3.2.7
below. The employee shall be notified of the date, time, and place of the Hearing with the District Manager or his/her designee. The hearing is not an evidentiary hearing.

6. A statement informing the employee that he/she has the right to be represented by legal counsel of the employee’s choice and at the employee’s expense at all stages of the disciplinary process. However, the inability of a personal representative to attend the hearing with the District Manager shall not be cause for continuing the hearing.

7. For proposed discipline of suspensions of five (5) days or more, reductions in rank or pay, or terminations of employment, a statement advising the employee of his or her right to appeal the District Manager’s decision to impose disciplinary action to the District’s Board of Directors. See Section 3.2.8 for additional information.

3.2.7. Hearing.

Pursuant to Section 3.2.6, subsection (5) above, the employee shall be given an opportunity, either orally or in writing, to bring forward facts or circumstances which may cause the charges and proposed discipline in the Notice of Disciplinary Action to be revised or dismissed. The employee shall also be advised that if he or she fails to attend the Hearing, fails to submit a written response to the Notice of Disciplinary Action, or make alternative arrangements if the time specified is inconvenient, the proposed disciplinary action will be adopted as of the effective date contained in the Notice.

Within fifteen (15) calendar days after the Hearing, or at a reasonable time thereafter and with notice to the employee, the District Manager or his/her designee shall issue a Final Notice of Disciplinary Action, which may uphold, lessen, or otherwise modify the proposed discipline, or withdraw the proposed action. The Final Notice of Disciplinary Action shall explain the final decision, the basis for the decision, and any appeal rights the employee may have, if any.

If the proposed discipline is for a suspension of less than five (5) days or a lesser form of discipline, the District Manager’s decision shall be final. If the discipline issued by the District Manager is a suspension of five (5) days or more, a reduction in rank or pay, or a termination of employment, and the employee is dissatisfied with the decision of the District Manager, the employee shall be entitled to appeal the decision to the District’s Board of Directors pursuant to Section 3.2.8 of these Personnel Policies. If an appeal is not timely taken by the employee, the District Manager’s decision becomes final at the expiration of five (5) working days after the date of the delivery of Final Notice of Disciplinary Action.

3.2.8. Appeal to the District’s Board of Directors. If an employee elects to appeal a decision of the District Manager, the employee shall deliver written notice to the District of the appeal
within five (5) working days of the date of delivery of the District Manager’s written decision to the employee. The appeal shall be the employee’s opportunity for a full evidentiary hearing. The employee’s written notice electing to appeal shall provide a detailed description of the grounds relied upon by the employee for the appeal including the aspects of the District Manager’s decision with which the employee disagrees and the reasons for the disagreement. The District’s Board of Directors shall schedule a hearing of the appeal at the Board’s earliest convenience and shall give at least five (5) working days’ written notice to the employee of the time, date and place of the appeal hearing. The appeal shall be heard by the Board of Directors or their designee. Upon the conclusion of the hearing of the appeal, the Board of Directors or the Board’s designee shall promptly render a written decision, which shall be delivered to the employee. The decision of the Board of Directors shall be final on the date the notice of the decision is rendered. The Board’s notice of its decision shall include a statement that any legal action or proceeding to contest the decision must be commenced within 90 days after the decision becomes final in accordance with California Code of Civil Procedure Section 1094.6.

3.2.9. **Probation Employees.** Probationary employees and employees serving at the pleasuring of the appointing authority may be dismissed without a hearing and without good cause, and therefore are not subject to the rights contained in this section.

**SECTION 3.3. HOURS OF WORK**

3.3.1. **Regular Workweek and Schedule:** The workweek is defined as a period of seven (7) consecutive 24-hour periods starting at 12:00 P.M. on Friday of each week. The District's regular work schedule consists of forty (40) hours per week: Employees classified as non-exempt under the Fair Labor Standards Act (FLSA) normally work eight (8) hours per day excluding up to a one (1) hour lunch break and including two (2) paid 15 minute breaks. Normal office hours are 8:00 A.M. to 5:00 P.M. Employees classified as exempt under the FLSA are expected to work during the normal office hours, but are expected to work as many hours as necessary to complete their assigned duties. FLSA-exempt employees are not compensated based on the number of hours worked. (07/19/11-Resolution No. 1983-0711)

3.3.2. **Alternate Work Schedule:** Upon approval of the District Manager and consistent with applicable procedure, employees may work an Alternate Work Schedule (Flextime). Employees under a 9/8/80 alternative work week schedule work eight 9-hour days and one 8-hour day in a two-week period with one scheduled day off every other week. The 8-hour day must be on the same day of the week as the scheduled day off. The work week for employees on a 9/8/80 schedule begins and ends four hours into the 8-hour day or day off. Employees on an alternative work week schedule must not alter their schedule in any way that modifies the work week or results in the employee working more than 40 hours in a work week, unless authorized by the District Manager.
SECTION 3.4. EMPLOYMENT OF RELATIVES

3.4.1. Elected or Appointed Officials: Members of immediate family of elected or appointed officials of the District shall not be employed by the District.

3.4.2. District Employees: To the extent permitted by law, the District Manager may refuse to place one spouse under the direct supervision of the other spouse, or may refuse to place both spouses in the same department or facility if it is necessary for business reasons relating to supervision, safety, security, morale, or potential conflicts of interest. Otherwise, the members of a District employee’s immediate family shall not be employed by the District.

3.4.3. Definition: Immediate family members are defined as wife, husband, registered domestic partner, mother, father, brother, sister, son, daughter, in-laws, grandparents, or grandchildren.

SECTION 3.5. LAYOFF

3.5.1. Provisions: An employee may be laid off when the employee’s position is no longer necessary, or for reasons of economy, or lack of work, or lack of funds, or if the position can be consolidated with another position, or for such reason(s) that the District and/or Board of Directors deems sufficient for abolishing the position.

3.5.2. Procedure For Layoff: When a reduction in work force becomes necessary, layoff shall be accomplished by first determining the number of positions within each class which shall be reduced. Qualifications, performance, and ability shall be the primary factors considered when determining which employees shall be laid-off within the classification. If qualifications, performance, and ability are equal, then the determining factor shall be District seniority and/or business necessity.

SECTION 3.6. PROMOTIONAL OPPORTUNITIES

3.6.1. General: Opportunity for advancement is important to employees. For this reason, promotions and personnel advancement shall be made from within the work force wherever practicable.

3.6.2. Promotions: A regular employee acquires probationary status as a result of promotion to a new classification. Said employee shall retain regular status in his/her former classification until completion of the probationary period in the new classification. If not successful, the employee shall revert to his/her former classification with all rights and privileges.
3.6.3. **Promotion Effect Upon Rate of Compensation**: Any employee whose assignment is changed to a position in a classification with a higher salary range will be advanced to a salary in the new salary range that provides that employee with a pay raise over his/her previous salary. He/she will be eligible for his/her first salary increment after completion of six (6) months of service.

3.6.4. **Recommendation For Promotion**: Promotion shall be initiated by the written recommendation of the employee's supervisor based on the supervisor's evaluation that the employee's performance is completely satisfactory in the present position and the employee qualifies for advancement to the higher position. This recommendation must be approved by the District Manager before the promotion takes place.
ARTICLE IV. BENEFIT PROVISIONS

SECTION 4.1. EMPLOYEE BENEFITS

4.1.1. Health Plans: Regular, full-time employees shall be provided with a major medical health insurance program. Any and all coverage costs which exceed a base premium as established annually by the Board of Directors shall be borne by the individual employee. The amount of said overage shall be deducted from the employee’s paycheck each month. For additional information regarding your health plan, please refer to CalPERS Medical or contact the Administrative Supervisor.

4.1.2. Retirement Plan: Subject to eligibility requirements, all regular employees shall be provided with a retirement program.

District employees shall be members of the California Public Employees’ Retirement System (CalPERS). The retirement pay is based upon a formula defined in the contract between CalPERS and the District, which includes the employee’s age at retirement, pensionable compensation (as defined by CalPERS), and years of service. The determination of an employee’s retirement pay is calculated by CalPERS in accordance with CalPERS laws and regulations. The formula for all members meeting the CalPERS definition of “classic members” is the CalPERS formula “2% @ 55”. “Classic members” include employees hired by the District and enrolled in CalPERS prior to January 1, 2013, as well as employees hired on or after January 1, 2013 who establish reciprocity with CalPERS. The formula for employees meeting the CalPERS definition of a “new member” (or “PEPRA” member) is the CalPERS formula “2% @ 62.” New members are those members who are first enrolled in CalPERS on or after January 1, 2013 who are unable to establish reciprocity with CalPERS.

The District will pay a portion of the member contributions (“EPMC”) for all classic members according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>District Paid Portion (% of salary)</th>
<th>Employee Paid Portion (% of salary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1 year</td>
<td>0%</td>
<td>7%</td>
</tr>
<tr>
<td>1 to 2 years</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>2 to 3 years</td>
<td>4%</td>
<td>3%</td>
</tr>
<tr>
<td>3 to 4 years</td>
<td>5%</td>
<td>2%</td>
</tr>
<tr>
<td>5 years and over</td>
<td>7%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Employees meeting the CalPERS definition of “new members” are responsible for the full “new members” employee contribution (currently 7%) and will not receive any District paid portions.
4.1.3. **Dental Plan:** A fully-paid dental care program shall be provided to all regular full-time employees of the District. For additional information regarding your dental plan, please refer to Delta Dental (via SDRMA) or contact the Administrative Supervisor.

4.1.4. **Term Life Insurance Plan:** For regular full-time employees of the District, the District shall provide a term life insurance policy. For additional information regarding benefits provided under this section, please refer to Reliance Standard Life Insurance or contact the Administrative Supervisor.

4.1.5. **State Disability Insurance Plan:** The District shall deduct from the paycheck of each employee sufficient funds to pay for State Disability Insurance (SDI).

1. **State Disability Insurance Integration.** Any employee who is absent due to personal disability for more than seven (7) days (or for any period of time if hospitalized) shall apply for State Disability Insurance benefits. Application forms shall be available at the District office. Integration or coordination of SDI benefits is a process in which employees may be paid the full SDI weekly benefit amount and also receive wages from the District in the form of available leave to cover the difference. With this process, employees may potentially receive up to 100 percent of the employee’s normal gross weekly wages for the benefit period.

2. The District shall integrate the employee's pay with the employee's State Disability benefits in the following ways:
   (i) The District will assume all employees receive the maximum weekly SDI benefit.
   (ii) Where the employee has sick leave, vacation or comp time to integrate, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total SDI plus wages to 100% will be deducted from sick leave, vacation and comp time and paid on normal District payroll.
   (iii) When the employee receives an SDI check, the employee shall contact payroll if the amount of benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation or comp time if the employee has any accrued to use for this purpose.

3. Payment of sick leave, vacation or comp time shall not affect and shall be supplementary to State Disability Insurance payments. An employee entitled to SDI benefits shall receive in addition thereto such portion of his or her accumulated sick leave, vacation or comp time as will meet, but
not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days per week.

4.1.6. Deferred Compensation Program: Subject to eligibility requirements and federal and state tax law, the District will make available a Deferred Compensation Program for all eligible regular District employees. Effective March 22, 2018, the District will match voluntary employee contributions to a maximum of $250.00/month, with the total amount not to exceed the maximum contribution allowed by law. (04/26/18 – Resolution 2096-0418).

Employees are responsible for ensuring that the total contribution to their retirement plans do not exceed the maximum amount permitted under law.

4.1.7. Flexible Benefits Plan: The District shall establish a Flexible Benefits Account for each regular employee. The District shall make monthly payments to each employee's Flexible Benefits Account in an amount periodically established by the District Board of Directors.

In the event the amount contributed by the District to each employee's Flexible Benefits Account is insufficient to pay 100% of the premium required of employees enrolled in any of the medical insurance plans offered by the District, the employee shall make such supplemental payment as may be required for medical insurance premiums specified in Article IV, Section 4.1.1. of these policies. (02/01/04 - $794.09, cash limit - $546.44; 01/01/05 - $894.09, cash limit - $546.44; 01/01/06 - $935.00; 01/01/07 - $1035.00, cash limit - $596.44; 01/01/08 - $1128.00, cash limit - $650.00; 01/01/09 $1250.00, cash limit - $730.00; 01/01/10 $1260.00, no limit on cash; 01/01/11 $1318.00; no limit on cash; 01/01/13 $1,000.00 cash limit)

The monies in an employee’s Flexible Benefits Account shall be used in the manner described in the District Flexible Benefits Program, a copy of which is on file at the District office.

Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

4.1.8. Retiree Health Benefits: To qualify for retiree health benefits, the employee must:

1. Be an active employee of the District on the date of retirement.
2. Have at least 10 years of service credit with the District.
3. Be at least 55 years of age.
4. Be eligible to retire under the California Public Employees Retirement System (CalPERS), and not be receiving health care benefits due to his/her employment from any source other than Medicare or workers’ compensation.
Health benefit levels are established as follows:

The benefit level is established at $280.00 per month. The minimum CalPERS Health Plan participation benefit paid each month to CalPERS by the District on behalf of the eligible retiree, is part of the benefit.

Benefits shall continue at the levels described above until the retiree’s death. If a retiree dies leaving a surviving spouse, benefits shall continue until the surviving spouse remarries or dies. The surviving spouse can continue insurance coverage through the CalPERS Health Plan as long as the surviving spouse continues receiving retirement payments from CalPERS under an option selected by the retiree at retirement, until the surviving spouse remarries or dies.

(11/09/06 – Resolution 1899-1106; Resolution 1900-1106 - $270/mo; Resolution 1946-1208 - $280/mo)

4.1.8A. Reimbursement Procedure For Qualifying Medical Care Expenses Under The Retiree Health Benefit Program: The benefits available under the Retiree Health Benefit Program for a Plan Year are reimbursements up to the maximum monthly benefit specified above, for documented Qualifying Medical Expenses incurred during the Plan Year, defined as the 12-month period prior to January 1st of each year.

Qualifying Medical Care Expenses are health and dental insurance premiums.

4.1.9. Long-Term Disability Insurance: The District shall provide long-term disability insurance for regular full-time employees of the District. The monthly benefit will be $6,000 or 60% of the employee’s basic monthly earnings, whichever is less. (6/23/16-Resolution No. 2063-0616)

4.1.10. Education-Tuition Refund: The District will reimburse current regular employees for tuition expenses incurred for education for the purpose of improving job performance. Tuition expenses shall require the prior approval of the District Manager. Approval will be given only for courses within the scope of the employee's employment field and District job responsibilities. Class and study time must be outside of the employee's working hours, and the course must be completed with at least a C grade or equivalent. The maximum tuition refund to an eligible employee shall not exceed $600 per fiscal year. The tuition refund will be made when evidence of satisfactory completion of the approved course is submitted to the District by the employee.

4.1.11. CWEA Certification Incentive Pay: A condition of qualifying for the position of Collection System Worker is the possession of California Water Environment Association (CWEA) certification as Grade I, Collection System Maintenance Operator. For the job classifications of Collection System Worker, if an employee attains certification at one or more levels higher than that required for the position, a certification incentive pay of $50.00 per
month will be added to the employee’s regular monthly salary. (Certification Incentive Pay is offered on a trial basis, and may be removed by direction of the District Manager.) The determination of whether this pay is pensionable is solely within the purview of CalPERS.

SECTION 4.2. VACATION

Section 4.2.1. General: All regular, full-time employees earn paid vacation time from the first month of employment. However, a new employee without District tenure may not use any accumulated vacation time until after completion of six (6) months service. Thereafter, accumulated vacation time may generally be used as desired, subject to the approval of the District Manager, subject to two (2) weeks’ notice in advance. The schedule of annual vacation hours accumulated is shown in the following table:

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Vacation Allowance</th>
<th>Maximum Vacation Accrual (Year End)</th>
<th>Maximum Vacation Payout (per FY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>80 hours</td>
<td>160 hours</td>
<td>40 hours</td>
</tr>
<tr>
<td>6-10</td>
<td>120 hours</td>
<td>240 hours</td>
<td>60 hours</td>
</tr>
<tr>
<td>11-14</td>
<td>144 hours</td>
<td>288 hours</td>
<td>72 hours</td>
</tr>
<tr>
<td>15-19</td>
<td>160 hours</td>
<td>320 hours</td>
<td>80 hours</td>
</tr>
<tr>
<td>20+</td>
<td>200 hours</td>
<td>400 hours</td>
<td>100 hours</td>
</tr>
</tbody>
</table>

(a) Vacation is accrued on a monthly basis. Vacation must be utilized in increments of at least four (4) hours.

(b) The maximum vacation accrual is twice the amount earned annually at the end of the calendar year. An employee will cease to accrue additional vacation time until their balance is below the maximum stated hours.

(c) After at least 80 hours of vacation is used within the fiscal year, the maximum vacation payout each fiscal year is up to half the amount earned annually.

(d) If an employee leaves the District for any reason, he/she will be paid for any accrued vacation time not used.

(e) Vacation time provided under this section does not apply to employees who are not classified as Regular Full-Time.

(07/01/03 – Resolution No. 1818-0703; 10/23/08 – Resolution No. 1945-1008, 5/23/19 – Resolution No. 2118-0519)
SECTION 4.3. HOLIDAYS

4.3.1. Holiday Schedule: The following paid holidays are designated the official holidays of the District: (12/16/03 – Resolution No. 1824-1203; 6/9/16 – Resolution No. 2062-0616)

- January 1, New Year's Day
- Third Monday in January, Martin Luther King Day
- February 12, Lincoln's Birthday (to be given up in exchange if an alternate work schedule is used)
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- December 24, (1/2 day starting after noon)
- December 25, Christmas
- December 31, (1/2 day starting after noon)

Employees shall also receive four (4) floating holidays per calendar year, credited on January 1st each year. Employees must use the floating holidays each year, and cannot accumulate floating holidays.

(a) If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

(b) Employees shall receive double time pay credit for work on holidays. The District Manager shall determine whether overtime pay or comp time shall be granted.

SECTION 4.4. LEAVES

4.4.1. Sick Leave: Sick leave is to be used only in case of real sickness, disability, medical or dental care for the employee, bereavement, or to respond to health needs or death of an immediate family member. Employees may also use paid sick leave for themselves or an immediate family for preventative care or diagnosis. Moreover, if the employee is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain services or pursue judicial relief to help ensure the health, safety, or welfare of the employee or their child. For purposes of sick leave, “immediate family” shall mean spouse, registered domestic partner, parent, sibling, child, in-law, grandparent, or grandchild. If all accumulated sick leave is used, earned vacation time may be used as sick leave in order to receive full regular pay.

(01/01/04 - Resolution No. 1825-1203; 10/23/08 - Resolution No. 1945-1008)
4.4.2. **Doctor's Release:** Once an employee has used half of the sick leave they would accrue on an annual basis, the District may, within its discretion, request medical certification for any further sick leave use.

4.4.3. **Notification:** An employee must notify the immediate supervisor in advance if the sick leave is planned, such as in the case of scheduled doctors’ visits, or if calling in sick at the beginning of the employee's assigned work hours. If the immediate supervisor is unavailable, then the notification shall follow the chain of command. If the need to utilize paid sick leave is unforeseeable, the employee need only give notice as soon as practical, as may occur in the case of unanticipated illness or a medical emergency.

4.4.4. **Sick Leave Accrual for Regular Full-Time Employees:** Regular full-time employees scheduled to work forty (40) hours per week shall accrue paid sick leave at a rate of eight (8) hours for each full month of service beginning on the first day of employment. All regular full-time employees working thirty (30) to thirty-nine (39) hours per week shall accrue sick leave on a pro rata basis, based on the full-time equivalent of 40 hours per week. The District shall keep a month-to-month cumulative record of sick leave for each regular employee.

The accumulation of unused sick leave is limited to 480 hours total. Before the end of each calendar year, any employee who has accumulated more than 480 hours of sick leave credit may dispose of his/her sick leave accruals in excess of 480 hours under one of the following methods:

- **Cash Payout.** A cash payout, calculated in dollars, shall equal the employee’s sick leave credit in excess of 480 hours, multiplied by a factor of 0.50, and multiplied by the employee’s regular hourly pay rate at the time of payout.

- **Vacation Payout.** Conversion to additional vacation time, calculated in hours that shall equal the employee’s unused sick leave accrual in excess of 480 hours, multiplied by a factor of 0.50.

If an employee fails to select the vacation payout option, the excess sick leave will be dispensed as a cash payout to the employee.

If an employee leaves the District for any reason, he/she will be paid for any accumulated sick leave not used.

Employees who are absent from service to the District for a period exceeding twelve (12) months, except for an approved leave of absence, vacation, or sick leave, will not be credited with the former unused balance. (10/23/08 – Resolution No. 1945-1008)
4.4.5. **Sick Leave For All Other Employees**: For employees not covered in section 4.4.4 above, sick leave shall accrue at a rate of one (1) hour for every 30 hours worked. This accrual will only apply to employees who have worked for the District for at least thirty (30) days within a year. Paid sick leave accrual for employees covered by this section starts accruing on the first day of employment but may not be used until the employee satisfies a 90-day employment period.

4.4.6. **Payment For Accumulated Sick Leave Credit at Retirement**: Immediately prior to actual retirement, employees whose record of service with the District has been satisfactory and who otherwise qualify for retirement through the official retirement system of the District then in effect may be granted time off from the job, with full compensation, for a period of time not to exceed the amount of their accumulated sick leave time, as provided for in Section 4.4.1., or 480 hours, whichever is shorter.

4.4.7. (RESERVED)

4.4.8. **Integration of Benefits**: The District shall integrate the employee’s pay with any benefits received from either the Workers’ Compensation insurance or State Disability insurance benefits.

4.4.9. (RESERVED)

4.4.10. **Job Injury Leave**: There shall be no deduction from sick leave on the first day of a job injury if the employee is sent home by the treating physician. Should an employee be sent home by the treating physician for a worker's compensation illness or injury, the date of injury shall not be charged against the employee's sick leave accrual. However, the second and third day off of a worker's compensation illness or injury shall be charged against the employee's sick leave accrual, after which time worker's compensation benefits shall begin.

4.4.11. **Jury Duty or Witness Leave**: All employees subpoenaed to appear as jurors or witnesses in court cases shall be paid their full salaries, up to forty (40) hours per fiscal year, provided that they return all juror fees or witness fees received to the District. Employees who are required to be absent from work due to court leave for more than 40 hours have the option of taking unpaid leave or using accrued vacation time, if available.

4.4.12. **Leave for Victims of a Crime**: An employee who is a victim (as provided below) of a crime may take time off from work to attend judicial proceedings related to that crime, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. The crime must be an offense enumerated in Labor Code Section 230.5(a)(2).

- For the purposes of this section, a “victim” means any person who suffers direct or threatened physical, psychological, or financial harm as a result of the
commission or attempted commission of a crime or delinquent act. The term “victim” also includes the person’s spouse, parent, child, sibling, or guardian.

- The District requires that, if feasible, the employee will give his or her supervisor reasonable advance notice of the employee’s intention to take time off.
- Any absence from work to attend judicial proceedings will be unpaid, unless the employee elects to utilize sick leave or other accrued paid time off.
- The District will not discharge, threaten with discharge, demote, suspend, or in any other manner discriminate or retaliate against an employee for taking time off under this section.

4.4.13. **Military Leave:** Employees who are assigned to military duty are entitled to military leave in accordance with the provisions of applicable laws. Whenever possible, the employee shall notify his/her supervisor of such leave request at least ten (10) working days in advance of the beginning date of such leave. The right to receive pay, continued benefits, or job protections for all or a portion of the military leave will be determined according to law. Where required by law, the employee shall be reinstated to his or her former position at the conclusion of the military leave.

4.4.14. **Voting Leave:** If a voting employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote. If more than two (2) hours is needed by the employee to vote, the employee should notify their supervisor as soon as practical.

4.4.15. **Family and Medical Leave:** Due to the fact that the District employs less than a total of fifty (50) employees, District employees are not entitled to leave under the Family Medical Leave Act (“FMLA”), or its state analog, the California Family Rights Act (“CFRA”). The District will nevertheless make efforts to provide employees with unpaid leave benefits similar to those offered under the FMLA and CFRA to the extent practicable. However, requested leave may not always be granted due to the small size of the District staff and its operational needs.

Unpaid leave for family care and medical leave of absence may be granted for a period that shall not exceed 12 weeks within a twelve-month period to employees who have been employed by the District for at least 12 months and have actually worked for the District at least 1,250 hours during the 12-month period prior to taking the leave. Such leave may be taken for the care of a newborn child, to care for an immediate family member with a serious health condition, or due to the employee’s own serious health condition. The employee has the right to return to his/her original job at the end of the approved leave unless the job has ceased to exist because of legitimate business reasons unrelated to the leave, or unless preserving the job for staff would have substantially undermined the District’s ability to operate the business safely and efficiently. During this leave period, the District shall maintain an eligible employee’s group health, dental
and life insurance coverage under the same conditions as if the employee had continued working.

The District may require employees to run accrued sick leave and/or vacation leave concurrently with the unpaid family and medical leave provided by the District under this section. There shall be no accrual of sick leave and vacation benefits during an unpaid medical leave of absence, but leave taken under this section shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. (12/16/03 – Resolution No. 1827-1203)

4.4.16. Pregnancy Disability Leave: Employees are entitled to Pregnancy Disability Leave (PDL) consistent with California law. PDL provides employees with up to 4 months of unpaid leave if the employee is disabled due to pregnancy, childbirth, or a related medical condition. Group health benefits will be maintained during the leave as if employees continued to work instead of taking leave. Employees are also entitled to return to their same or an equivalent job at the end of their pregnancy disability leave.

- **Timing of Leave.** Leave can be taken before or after birth or at any period of time the employee is physically unable to work because of the pregnancy or pregnancy-related condition.

- **Intermittent Leave.** Leave taken for pregnancy disability does not have to be taken at one time. An employee may take “intermittent” leave for the employee’s pregnancy-related disability, as needed. “Intermittent” leave is leave that is taken in small increments. These increments can be in hours, days, weeks, or months. Periods of leave may be totaled in computing the four months of leave. Employees will indicate when PDL is being used on their timesheet and/or leave request form.

- **Transfer.** If the employee’s health care provider indicates that intermittent leave or a reduced work schedule is medically advisable and foreseeable based on planned medical treatment, the District may require the employee to transfer to an alternative position that better accommodates recurring periods of leave than does the employee’s regular job. Although the alternative position need not have equivalent duties, it will have an equivalent rate of pay and benefits and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing position to accommodate the employee's need for intermittent leave or a reduced work schedule.

- **Use of Leave Banks.** It is District’s policy that an employee must run accrued sick leave concurrently with unpaid PDL leave, until exhausted. An employee may choose to also run accrued vacation leave during PDL once sick leave has been exhausted.
4.4.17. **Personal Leave of Absence Without Pay**: Personal leave without pay may be granted to employees for a period of up to four months, at the sole discretion of the District Manager. Requests for such leave should be submitted to the District Manager with an explanation of the reason for and expected duration of the leave. Requested leave may not always be granted, due to the small size of the District staff and operational needs. If such leave is approved by the District Manager, the District shall make reasonable efforts to return the employee to his/her original job at the end of the leave unless the job has ceased to exist because of legitimate business reasons unrelated to the leave, or unless preserving the job for staff would have substantially undermined the District’s ability to operate the business safely and efficiently. *(01/01/04 – Resolution No. 1827-1203)*

4.4.18. **Maximum Duration For a Leave of Absence**: To the extent permitted under applicable law, a leave of absence, whether paid, unpaid, or a combination thereof, shall not exceed one (1) year.

4.4.19. **Paid Family Leave**: When an employee applies for State of California Paid Family Leave (Family Temporary Disability Insurance (FTDI)), he/she is required to notify the District at the time of application. The District requires that an employee use two weeks’ vacation time before receiving FTDI. An employee may receive FTDI while using unpaid Family Care and Medical Leave. If an employee desires to receive full salary while on FTDI and Family Care and Medical Leave, he/she may simultaneously use vacation leave or sick leave at the rate of 0.45 days per day, or whatever percentage is required to make up the difference between FTDI and full pay. *(05/27/04 – Resolution No. 1839-0504)*
CANCELLATION OF THE OCTOBER 1, 2020 REGULAR BOARD MEETING

ISSUE:
The Board will consider cancellation of the upcoming regular Board meeting on October 1, 2020 since there are no pressing agenda items to discuss.

FISCAL IMPACT:
By cancelling the meeting, the District will save from paying the Directors’ meeting compensation fee total of up to $1,111.55.

STRATEGIC PLAN:
GOAL 3: Ensure Financial Stability and Efficiency
GOAL 4: Provide a Safe and Rewarding Work Environment that Recognizes the Worth and Value of Employees

BACKGROUND:
There are no pressing agenda items scheduled for the upcoming regular Board meeting on October 1, 2020. Unless new time sensitive issues come up that would necessitate a meeting, the meeting can be cancelled.

RECOMMENDATION:
Approve the cancellation of the October 1, 2020 Board Meeting and have staff post a Notice of Meeting Cancellation on the District website and bulletin board outside the District office.

ALTERNATIVES:
1. Take no action and continue with the scheduled Board meeting on October 1, 2020.

ATTACHMENTS:
Notice of Meeting Cancellation
NOTICE
OF
MEETING CANCELLATION

NOTICE IS HEREBY GIVEN as follows:

The regular board meeting of the Stege Sanitary District Board of Directors scheduled for October 1, 2020 has been cancelled.

The next meeting of the Stege Sanitary District Board of Directors will be held on October 15, 2020 at 7:00 P.M. at the District office, 7500 Schmidt Lane, El Cerrito, California.

Dated: September 17, 2020

Rex Delizo
STEGE SANITARY DISTRICT
Secretary
### STEGE SANITARY DISTRICT

**Investment, Cash & Receivables Report**

**As of August 31, 2020**

<table>
<thead>
<tr>
<th></th>
<th>August 31, 2020</th>
<th>July 31, 2020</th>
<th>$ Change</th>
<th>Deposits</th>
<th>Checks</th>
<th>Transfers</th>
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<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Current Assets</strong></td>
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<td></td>
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<tr>
<td><strong>Checking/Savings</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td><strong>LAIF Investment Accts</strong></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>11012 · Sewer Operations- 3418</td>
<td>6,964,551</td>
<td>7,362,551</td>
<td>-398,000</td>
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<td>0</td>
<td>-398,000</td>
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<td><strong>Total LAIF Investment Accts</strong></td>
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<td>-398,000</td>
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<tr>
<td><strong>Checking Accts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>100 · Mechanics Bank</td>
<td>26,317</td>
<td>37,319</td>
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<td>11,677</td>
<td>-420,678</td>
<td>398,000</td>
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<tr>
<td>100 · County Cash Acct #3418</td>
<td>-6,812</td>
<td>-6,812</td>
<td>0 *</td>
<td>0 *</td>
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<tr>
<td><strong>Total Checking Accts</strong></td>
<td>19,505</td>
<td>30,507</td>
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<td>11,677</td>
<td>-420,678</td>
<td>398,000</td>
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<td>11021 · Petty Cash</td>
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<td><strong>Total Checking/Savings</strong></td>
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<td><strong>Accounts Receivable</strong></td>
<td>35,783</td>
<td>34,002</td>
<td>1,781</td>
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<tr>
<td><strong>Total Accounts Receivable</strong></td>
<td>35,783</td>
<td>34,002</td>
<td>1,781</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Note: * Reduction or increase is based on property tax estimate.

I hereby certify that the invested funds of the Stege Sanitary District are in compliance with the investment policies of the Stege Sanitary District and provide sufficient liquidity to meet budgeted expenses for the next six month period.

__________________________
Rex Delizo, District Manager

Date
## Operating Statement

**August 2020**

16.99% of Fiscal year Completed

<table>
<thead>
<tr>
<th>July-August 2020</th>
<th>Annual Budget</th>
<th>% of Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
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</tr>
<tr>
<td><strong>31 · OPERATING REVENUE</strong></td>
<td></td>
<td></td>
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<tr>
<td>31010 · Sewer Service Charges</td>
<td>- 2,789,000</td>
<td>0%</td>
</tr>
<tr>
<td>31020 · Permit &amp; Insp. Fees</td>
<td>1,420 15,000</td>
<td>9%</td>
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<tr>
<td>31030 · Connection Fees</td>
<td>10,209 150,000</td>
<td>7%</td>
</tr>
<tr>
<td>31040 · San Pablo Impact Fee</td>
<td>- 250,000</td>
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</tr>
<tr>
<td>31080 · Contracted Services</td>
<td>- 30,000</td>
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<tr>
<td>31010a · Capital Service Charges</td>
<td>- 2,901,000</td>
<td>0%</td>
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<tr>
<td><strong>Total 31 · OPERATING REVENUE</strong></td>
<td>11,629 6,135,000</td>
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<tr>
<td><strong>32 · NON-OPERATING REVENUE</strong></td>
<td></td>
<td></td>
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<tr>
<td>32050 · Interest - 3418</td>
<td>- 70,000</td>
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<tr>
<td>32052 · Interest - 3423</td>
<td>- 15,000</td>
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<tr>
<td>32080 · Property Taxes</td>
<td>- 400,000</td>
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<tr>
<td>32085 · Insurance Dividend</td>
<td>- -</td>
<td>0%</td>
</tr>
<tr>
<td>32090 · Miscellaneous</td>
<td>25 21,000</td>
<td>0%</td>
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<tr>
<td><strong>Total 32 · NON-OPERATING REVENUE</strong></td>
<td>25 506,000</td>
<td>0%</td>
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<tr>
<td>Transfer (to)/from Reserves</td>
<td>- 1,861,911</td>
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<tr>
<td><strong>Total Income</strong></td>
<td>11,654 8,502,911</td>
<td>0%</td>
</tr>
</tbody>
</table>

<p>| <strong>Expense</strong>       |              |                    |
| <strong>OPERATING EXPENSES</strong> |              |                    |
| Administration/General |              |                    |
| 45-010 · Salaries &amp; Wages | 32,170 201,000 | 16% |
| 45-020 · Employee Benefits | 70,703 165,644 | 43% |
| 45-029 · Retiree Health | 1,681 10,300 | 16% |
| 45-030 · Directors Expenses | 1,362 39,731 | 3% |
| 45-070 · Insurance | 61,148 167,000 | 37% |
| Administration - Other | 20,459 287,000 | 7% |
| <strong>Total Administration</strong> | 187,522 870,675 | 22% |
| Maintenance/Engineering |              |                    |
| 41-010 · Salaries &amp; Wages | 163,796 1,046,160 | 16% |
| 41-020 · Employee Benefits | 132,765 604,566 | 22% |
| 41-029 · Retiree Health | 1,690 10,300 | 16% |
| 41-100 · Operating Supplies | 12,558 40,000 | 31% |
| 41-110 · Contractual Services | 69,942 98,100 | 71% |
| 41-207 · Contracted Repairs | - 66,000 | 0% |
| Maintenance- Other | 14,360 311,450 | 5% |
| <strong>Total Maintenance/Engineering</strong> | 395,112 2,176,576 | 18% |
| Pump Stations | 547 16,460 | 3% |
| <strong>Total OPERATING EXPENSES</strong> | 583,181 3,063,711 | 19% |
| <strong>CAPITAL</strong>       |              |                    |
| 41-650 · Debt Repayment (SRF Loans) | - 148,200 | 0% |
| Construction Projects | - 4,977,000 | 0% |
| Outlay(Maintenance/Engineering) | 93,212 314,000 | 30% |
| <strong>Total CAPITAL</strong> | 93,212 5,439,200 | 2% |
| <strong>Total Expense</strong> | 676,393 8,502,911 | 8% |
| <strong>Net</strong> | (664,739) 0 | |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Memo</th>
<th>Amount</th>
<th>Num</th>
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</thead>
<tbody>
<tr>
<td>Aramark Uniform Services</td>
<td>Uniform Services</td>
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<tr>
<td>CalPers</td>
<td>GASB 68 Reports</td>
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<tr>
<td>CWEA</td>
<td>Membership Renewal #45251 Wright</td>
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<td>Direct Line</td>
<td>Answering Service 8/01-31/20</td>
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<td>East Bay Sanitary Co., Inc.</td>
<td>Garbage Sep-Oct 2020</td>
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<tr>
<td>EBMUD 39830388387</td>
<td>Hydrant Meter</td>
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<tr>
<td>EBMUD 92526846174</td>
<td>Hydrant Meter</td>
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<td>MR Copy</td>
<td>Copier Supplies</td>
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<td>Olivero Plumbing</td>
<td>Faucet Replacement</td>
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<td>PG&amp;E- #0607499583-5</td>
<td>Canon Pump Station</td>
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<tr>
<td>Vanguard Cleaning Systems</td>
<td>Janitorial Service Sep 2020</td>
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<td>26784</td>
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</table>

**Total:** **-6,126.12**
## STEGE SANITARY DISTRICT

### 2020 BOARD OF DIRECTORS MEETING AGENDA CALENDAR

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 &amp; 1/20 HOLIDAY</td>
<td>2/17 HOLIDAY</td>
<td>AB 1234 Training</td>
<td>5/25 HOLIDAY</td>
<td>6/10 Safety and</td>
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<tr>
<td>CASA Winter Conf.</td>
<td>CASA Policy Forum</td>
<td>(even years)</td>
<td></td>
<td>Recognition Awards</td>
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<tr>
<td>Jan 21-23, Indian Wells, CA</td>
<td>Feb 24-26, Wash, DC</td>
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<td></td>
<td>Luncheon</td>
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<tr>
<td>1/16/2020 – 7:00 P.M.</td>
<td>2/13/2020 – 7:00 P.M.</td>
<td>3/7/2020 – 9:00 A.M.</td>
<td>4/9/2020 – 7:00 P.M.</td>
<td>5/7/2020 – 7:00 P.M.</td>
<td>6/4/2020 – 7:00 P.M.</td>
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<tr>
<td>• Board Governance</td>
<td>• Actuarial Analysis of</td>
<td>• 9AM Meeting Time</td>
<td>• Service Rate Discussion/ Approval (&amp; 30-day Notice)</td>
<td>• Draft Budget</td>
<td></td>
</tr>
<tr>
<td>• Long Range Planning Workshop Agenda</td>
<td>Report (even years)</td>
<td>• Past 5 yrs. Expenditures Review</td>
<td>• Review of Comparable Agencies</td>
<td>• July 4th Fair Discussion</td>
<td></td>
</tr>
<tr>
<td>• Service Rate Discussion</td>
<td>• Service Rate Discussion</td>
<td>• Self-Assessment of Governance</td>
<td>• Review of Comparable Agencies</td>
<td>• Review of Comparable Agencies</td>
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<tr>
<td>• District of Distinction (even years)</td>
<td>• Board Training Summ.</td>
<td>• Strategic Plan Review</td>
<td>• Review of Comparable Agencies</td>
<td>• Review of Comparable Agencies</td>
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<tr>
<td>• Board Training Summ.</td>
<td>• CASA Conf. + Attendee Reports</td>
<td>• Strategic Plan Review</td>
<td>• Review of Comparable Agencies</td>
<td>• Review of Comparable Agencies</td>
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<tr>
<td>• Director’s Contact Info</td>
<td>• Form 700</td>
<td>• Strategic Plan Review</td>
<td>• Review of Comparable Agencies</td>
<td>• Review of Comparable Agencies</td>
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<td>• CASA Conference</td>
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<td>• Strategic Plan Review</td>
<td>• Review of Comparable Agencies</td>
<td>• Review of Comparable Agencies</td>
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<td>1/30/2020 – 7:00 P.M.</td>
<td>3/19/2020 – 7:00 P.M.</td>
<td>4/23/2020 – 7:00 P.M.</td>
<td>5/21/2020 – 7:00 P.M.</td>
<td>6/18/2020 – 7:00 P.M.</td>
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<td>• CLOSED SESSION</td>
<td>• Auditor – RFP</td>
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<td>– Manager Perf. Eval.</td>
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<td>• Employee Benefits</td>
<td>• Resolution Ordering Board Election (even years)</td>
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<td>• Board Governance</td>
<td>• Consent Decree</td>
<td>• Quarterly Financial Statements</td>
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<td>• Resolution for Disposal of Surplus Property</td>
<td>• Service Rate Discussion</td>
<td>• Service Rate Discussion/Approval (&amp; 30-day Notice)</td>
<td>• July 4th Fair Discussion</td>
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<td>• Quarterly Financial Statements</td>
<td>• Board Training Summ.</td>
<td>• July 4th Fair Discussion</td>
<td>• Review and Approve Incentive Award</td>
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<td>• Long Range Planning Workshop Agenda</td>
<td>• Form 700</td>
<td>• July 4th Fair Discussion</td>
<td>• Adopt Incentive Award Goals &amp; Objectives</td>
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<td>• Service Rate Discussion</td>
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<td>• July 4th Fair Discussion</td>
<td>• District Working Capital and Reserve Policy</td>
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<td>• CASA Conf. – Attendee Reports</td>
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<td>• July 4th Fair Discussion</td>
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<td>• SPASPA Status Report</td>
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<td>• July 4th Fair Discussion</td>
<td>• CD Quarterly Report</td>
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**CHANGES IN ITALICS**
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<td>7/3 HOLIDAY</td>
<td>CASA Annual Conf. Aug 12-14, Lake Tahoe</td>
<td>9/7 HOLIDAY</td>
<td>11/26-27 HOLIDAY</td>
<td>12/10 HOLIDAY LUNCHEON</td>
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<td>7/16/2020 – 7:00 P.M.</td>
<td>8/20/2020 – 7:00 P.M.</td>
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<td>10/1/2020 – 7:00 P.M.</td>
<td>11/12/2020 – 7:00 P.M.</td>
<td>12/10/2020 – 2:00 P.M.</td>
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