

## RESOLUTIONS FOR 2014/2015

1. Agreement for Installation of 6" Fire Service-Vista Del Lago
2. Authorizing Signatures
3. Compensation to Acting Dist. Manager
4. Appoint Dist. Counsel as "Employee Relations Officer"
5. Adopt FY Budget 14-15
6. Create an Ad Hoc Committee
7. Award of Bid and Approval of Agreement for Oly Mutual Consolidation Proj.
8. Water Distribution Improvements-APN 065-081-21
9. Joint Community Facilities Agreement
10. Revised Water Conservation Rebate
11. VanDersteen Long Line Agreement
12. Multiple User Variance
13. District Manager Recruitment Process
14. Unassigned
15. Conflict of Interest
16. Interties 2, 3 & 4 Bid Award
17. Software Upgrade
18. Bank & Investment Signatures
19. Vehicle Replacement
20. LCP-Labor Compliance Project
21. MOU Classified
22. Directors' Policy Manual 2015
23. Award of Bid Surplus Property
24. Appreciation for COCA Committee
25. Sale of Rebecca Property
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27. Sexual Harassment Policy 2015
28. Respectful Workplace Policy 2015
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30. Standing Committees 2015
31. Appreciation Dir. Prather
32. Appreciation Dir. Rapoza
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35. Designating Signers
36. Financial Statement 2013-2014
37. Res. Purchase – Repair No. 1
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39. Time & Order of BoD Meetings
40. MOU Supervisory, Management, etc.
41. Budget Amendment
42. Bulk Water Rate Increase
43. Education Grant Commission Appreciation
44. National Drinking Water Week
45. National Water Awareness Month
46. Agreement for Installation-Hanson/Kaefer
47. Amateur Radio Week
48. Joel Busa Appreciation
49. SDRMA Election
50. Agreement for Funding 2015 Watershed Grants
51. Adoption of Fiscal Year 2015-16 Budget

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. 1 (14-15)

SUBJECT: **AGREEMENT FOR INSTALLATION OF A 6" FIRE SERVICE CONNECTION; APN 021-041-05 – VISTA DEL LAGO M.H.P.**

WHEREAS, the Vista Del Lago Mobile Home Park desires to install a 6" fire service connection along Caliente Dr in Scotts Valley, California; and

WHEREAS, staff has determined that the cost for installation of said facilities should be borne by the Vista Del Lago Mobile Home Park;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District agrees to the installation of a 6" fire service connection along Caliente Dr., Scotts Valley, California at the expense of the Vista Del Lago Mobile Home Park. Further, the Acting District Manager is hereby authorized and directed to execute the agreement on behalf of the District providing for the installation of said 6" fire service connection.

\* \* \* \* \*

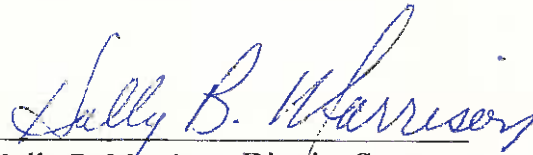
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 17<sup>th</sup> day of July 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Rapoza, Vierra

NOES:

ABSTAIN:

ABSENT: Prather



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 2 (14-15)**

**SUBJECT: DESIGNATING AND AUTHORIZING PERSONS TO SIGN FOR DISTRICT CHECKING, SAVINGS, AND INVESTMENT ACCOUNTS**

WHEREAS, the District is required to place funds in institutions in order to pay bills, collect funds, and for investment purposes; and

WHEREAS, from time to time the District designates certain persons for the purpose of signing on these accounts; and

WHEREAS, the principal persons who work on these accounts are the District Manager and the Finance Manager; and

WHEREAS, the District Manager has been released from contract and replaced by the Acting District Manager, a position that has the same authority and responsibilities as the District Manager;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that:

1. That the Water District has established accounts with Wells Fargo Bank, Liberty Bank, Local Agency Investment Fund (LAIF), Bank of America, California Bank & Trust, and Morgan Stanley and that the Acting District Manager and Finance Manager are authorized to open these accounts.

2. That any of the following persons may sign checks or other instruments withdrawing or transferring funds from said accounts: Randall Brown, Board Member; Margaret Bruce, Board Member; Lawrence Prather, Board Member; James Rapoza, Board Member; Terry Vierra, Board Member; Rick Rogers, Acting District Manager; and Stephanie Hill, Finance Manager.

3. That said institutions may honor and pay all checks or other instruments signed in accordance with this resolution, including those payable to persons who signed them and that said institutes may also accept for deposit checks or other instruments payable to the District, whether they are endorsed in writing or by stamp.

4. That it shall be an internal policy of the San Lorenzo Valley Water District that all written transaction shall require two (2) signatures.

5. That the District is authorized to request incoming and outgoing fund transfer to said institutions and accounts.

6. That each of the foregoing statements shall continue in full force and effect until said institutions have received express written notice of its rescission or modification.

\* \* \* \* \*

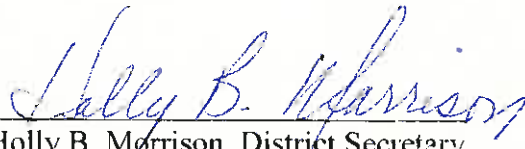
PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 17th day of July, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Vierra, Rapoza

NOS:

ABSTAIN:

ABSENT: Prather

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District



**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 3 (14-15)**

**SUBJECT: RESOLUTION TO DETERMINE AND ASSIGN COMPENSATION TO ACTING DISTRICT MANAGER POSITION**

WHEREAS, on June 25, 2014 the Board of Directors held a special meeting in regards to the separation from service of the District Manager; and

WHEREAS, on June 25, 2014 the Board of Directors appointed Director of Operations, Rick Rogers, as Acting District Manager, effective June 30, 2014, 5:00 p.m.; and

WHEREAS, at the time of appointment no salary was set for the Acting District Manager position; and

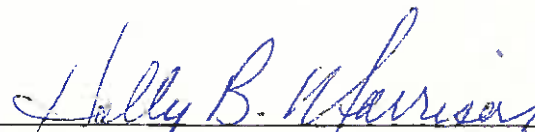
WHEREAS, the existing salary differential between the Director of Operations and District Manager is 24.27%;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the San Lorenzo Valley Water District approve a compensation increase of 24.27% for Rick Rogers, Acting District Manager, effective June 30, 2014, 5:00 p.m.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 17th of July, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza, Vierra  
NOS:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 4 (14-15)**

**SUBJECT: RESOLUTION TO APPOINT DISTRICT COUNSEL AS "EMPLOYEE RELATIONS OFFICER"**

WHEREAS, the District's Rules and Regulations for the Administration of Employer-Employee Relations Resolution No. 15 (00-01) designates the District Manager of his/her duly authorized representative as "Employee Relation Officer"; and

WHEREAS, on June 30, 2014 the District Manager terminated employment with the District; and

WHEREAS, on June 25, 2014 the Board of Directors appointed the Director of Operation as "Acting District Manager"; and

WHEREAS, the labor negotiations with the employee organization's Classified Employees Unit, and Management, Supervisory and Confidential Employees Unit, will begin shortly; and

WHEREAS, the Acting District Manager is recognized under the Management, Supervisory and Confidential Employees Unit and it would be a conflict of interest to negotiate on behalf of the District;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the San Lorenzo Valley Water District to appoint District Counsel as the District's "Employee Relations Officer" under the District's Rules and Regulation for the Administration of Employer-Employee Relations.

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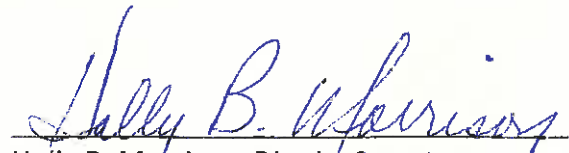
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 17th of July, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza, Vierra

NOS:

ABSTAIN:

ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 5 (14-15)**

**SUBJECT: ADOPTION OF FISCAL YEAR BUDGET 2014-2015**

WHEREAS, a proposed Budget for Fiscal Year 2014-2015 has been prepared by Staff; and

WHEREAS, the Finance Committee considered and reviewed the proposed budget at their July 8, 2014 committee meeting; and

WHEREAS, the Board of Directors considered and reviewed the proposed budget at their July 17, 2014 regular Board of Directors meeting; and


WHEREAS, the Board of Directors has reviewed and considered the current status of all designated Reserve Funds,

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Budget for Fiscal Year 2014-2015 is adopted, the Acting District Manager is hereby authorized and directed to implement said budget in the amount of \$11,410,110 in total expenditures.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 17th of July, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Vierra, Rapoza  
NOES:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 6 (14-15)**

**SUBJECT: RESOLUTION TO CREATE AN AD-HOC COMMITTEE FOR RESPONSE TO THE SANTA CRUZ COUNTY GRAND JURY REPORT**

WHEREAS, on June 13, 2014 the Board of Directors and the District received a report from the Santa Cruz County Grand Jury titled, "Time to Restore Trust Between Voters and District June 2014"; and

WHEREAS, the report list their finding and makes several recommendations in which the Board of Directors and District Manager are required to respond within 90 days to the Grand Jury (September 15, 2014); and

WHEREAS, to facilitate the District's response, the Board of Directors create an ad-hoc committee consisting of two (2) members of the Board of Directors for the specific purpose of preparing a draft response to the Grand Jury as required ; and

WHEREAS, the ad-hoc committee would serve for a limited purpose and would dissolve when the specific task of preparing a response to the Grand Jury report is completed;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the San Lorenzo Valley Water District that the creation of an ad-hoc committee to respond to the Santa Cruz County Grand Jury report has been approved.

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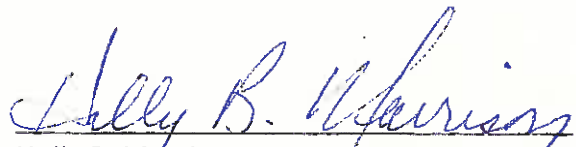
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 17th of July, 2014 by the following vote of the members thereof:

AYES: Brown, Prather, Rapoza, Vierra, Bruce

NOS:

ABSTAIN:

ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 7 (14-15)**

**SUBJECT: AWARD OF BID AND APPROVAL OF AGREEMENT FOR  
OLYMPIA MUTUAL CONSOLIDATION PROJECT**

WHEREAS, on June 23, 2014 the Board of Directors of the San Lorenzo Valley Water District approved the Olympia Mutual Consolidation Project; and

WHEREAS, San Lorenzo Valley Water District had plans and specification prepared for Olympia Mutual Consolidation Project; and

WHEREAS, San Lorenzo Valley Water District published a Notice Inviting Bids for the subject project; and

WHEREAS, on July 30, 2014 San Lorenzo Valley Water District received sealed bids relative to the subject project; and

WHEREAS, Monterey Peninsula Engineering is the lowest responsible and responsive bidder with a bid of \$1,408,595.00; and

WHEREAS, on August 6, 2014 the State Water Resources Control Board – Division of Drinking Water approved the low bidder awarding the bid to Monterey Peninsula Engineering;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District hereby awards the bid and construction contract for the Olympia Mutual Consolidation Project to Monterey Peninsula Engineering.

BE IT FURTHER RESOLVED that the Acting District Manager is hereby authorized and directed to execute the Agreement for Construction of the subject project on behalf of the San Lorenzo Valley Water District.

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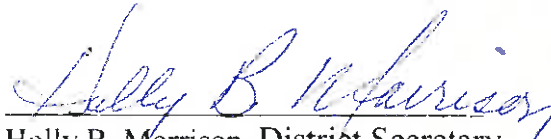
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 7th day of August 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Rapoza, Vierra

NOES:

ABSTAIN:

ABSENT: Prather



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 8 (2014-15)**

**SUBJECT: RESOLUTION FOR WATER DISTRIBUTION SYSTEM  
IMPROVEMENTS, APN 065-081-21**

WHEREAS, Robert E. Locatelli, the owner of APN 065-081-21 desires to install a 6" fire service; and


WHEREAS, staff has determined that the cost of said installation and materials for said 6" fire service should be the property owner's responsibility; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby agrees to the installation of a 6" fire service to APN 065-081-21. The cost of said installation and materials for said fire service should be the property owner's responsibility. The District Manager is hereby authorized and directed to execute said agreement between the District and Robert E. Locatelli and carry out all necessary actions to fulfill said agreement.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18<sup>th</sup> day of September, 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Vierra, Rapoza  
NOES:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**Resolution NO. 9 (13-14)**

**SUBJECT: RESOLUTION APPROVING AGREEMENT FOR JOINT COMMUNITY FACILITIES AGREEMENT BETWEEN THE SAN LORENZO VALLEY WATER DISTRICT AND LOMPICO COUNTY WATER DISTRICT**

WHEREAS, the Lompico County Water District and the San Lorenzo Valley Water District are located adjacent to one another in the watershed of the San Lorenzo River, provide potable water to their respective customers, and operate under the authority of the State of California, County Water District Law (Water Code Section 30000 et seq.); and

WHEREAS, the Lompico County Water District and the San Lorenzo Valley Water District have studied options for providing future water service in Lompico and concluded that the Lompico water system could be operated more efficiently if the Lompico water system were part of the San Lorenzo Valley Water District; and

WHEREAS, representatives of the two districts have negotiated the terms and conditions under which the Lompico County Water District can be reorganized into the San Lorenzo Valley Water District in a manner that provides for the efficient provision of potable water to the territory presently served by both districts;

WHEREAS, Santa Cruz Local Agency Formation Commission authorized the amendment to the spheres of influence of the Lompico County Water District and the San Lorenzo Valley Water District, and for a boundary reorganization consisting of dissolution of the Lompico county water district and annexation of territory within the Lompico County Water District to the San Lorenzo Valley Water District with conditions that a Community Facilities District be formed to provide \$2.75 million of funding for the District to repair, replace, and upgrade the deteriorated infrastructure in the Lompico water system.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District, that the JOINT COMMUNITY FACILITIES AGREEMENT BETWEEN THE SAN LORENZO VALLEY WATER DISTRICT AND THE LOMPICO COUNTY WATER DISTRICT, a copy of which is attached to the staff report recommending adoption of Resolution No XX (13-14) and incorporated here by his reference, is approved, and the Acting District Manager is authorized to execute said Agreement on behalf of the District and is further authorized and directed to take all necessary actions in order to carry out the terms and provisions of that Agreement.



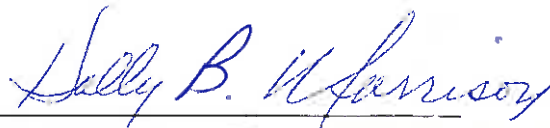
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the (DATE) September, 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Vierra, Rapoza

NOES:

ABSTAIN:

ABSENT:



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 10 (14-15)**

**SUBJECT: APPROVAL OF DISTRICT WATER CONSERVATION REBATE PROGRAM**

WHEREAS, on June 19, 2014 the San Lorenzo Valley Water Board of Directors adopted Resolution No. 35 (13-14), which implemented the District's new Water Conservation Rebate Program; and

WHEREAS, new information demonstrating interest in planting invasive species as drought tolerant gardens by the by District Customers; and

WHEREAS, the San Lorenzo Valley Water District is a retail water provider to approximately 7,400 customers in the San Lorenzo River Watershed; and

WHEREAS, invasive species threaten biological diversity by displacing native species and can hasten the extinction of native threatened species; and

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District wants to promote water conservation and the efficient use of water by District customers while protecting endangered and endemic species and habitat of the watershed;

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District as follows:


- 1) The San Lorenzo Valley Water District hereby amends the Water Conservation Credit Program.
- 2) The San Lorenzo Valley Water District hereby establishes an exception to the Lawn Replacement Credit Program that invasive species as listed in the publication A Plague of Plants, Controlling Invasive Plants in Santa Cruz County, produced by Wildlands Restoration Team, will not be included for a rebated credit of the actual purchase price, not to exceed \$1.50 per square foot and not to exceed \$750.00 per customer, for the replacement of an existing outdoor lawn with drought tolerant landscape including very low or low water use plants or permeable landscape surfaces such as mulch, decomposed granite, permeable pavers etc.

FURTHER, BE IT RESOLVED, that the Board of Directors of the San Lorenzo Valley Water District authorizes and directs the Acting District Manger to implement the new Water Conservation Rebate Program.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18<sup>th</sup> of September, by the following vote of the members thereof:

AYES:	Brown, Bruce Prather, Rapoza, Vierra
NOES:	
ABSTAIN:	
ABSENT:	

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. 11 (14-15)

SUBJECT: **APPROVAL OF AGREEMENT FOR WATER SERVICE FOR JAN VANDERSTEEN, APN 82-241-71, PINECREST DRIVE, BOULDER CREEK**

WHEREAS, Jan Vandersteen desires to receive service as a customer of the District; and

WHEREAS, the Vandersteen property, APN 82-241-71, generally located on Pinecrest Drive, Boulder Creek, California, is situated within the boundaries of the District; and

WHEREAS, the parcel is within the District's service area; and

WHEREAS, service will be by long service line from the meter; and

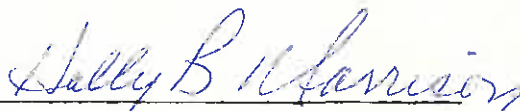
WHEREAS, the District and Jan Vandersteen are interested in providing service to this parcel and the agreement provides the covenants necessary to resolve the current situation.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the President is authorized and directed to execute the agreement regarding service to Jan Vandersteen, APN 82-241-71, on behalf of the District.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 2nd day of October 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza  
NOES:  
ABSTAIN:  
ABSENT: Vierra

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 12 (14-15)**

**SUBJECT: MULTIPLE USER VARIANCE RENEWALS FOR 2014/2015**

WHEREAS, the Customer Service Department has completed its annual review of the accounts that have been given a variance from multiple user status as provided in Ordinance 43 and 47; and

WHEREAS, those accounts who qualify for the exemption are charged the \$27.60 monthly basic fee as a single family dwelling, while those who are multiple users are charged a \$46.01 monthly basic service fee; and

WHEREAS, the Board of Directors has reviewed the multiple users variance list and desires to grant approval of a one-year variance from multiple user status;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the accounts listed on the attached multiple user variance list be granted approval of a one-year variance from multiple user status.

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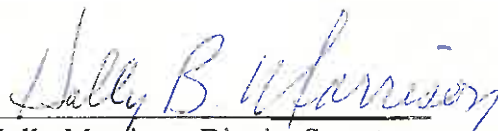
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of CA, on the 2<sup>nd</sup> day of October, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza

NOES:

ABSTAIN:

ABSENT: Vierra

  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 13 (14-15)**

**SUBJECT: DISTRICT MANAGER RECRUITMENT PROCESS – AD HOC PEER INTERVIEW COMMITTEE**

WHEREAS, on June 19, 2014 the Board of Directors dismissed the District Manager without cause; and

WHEREAS, on July 17, 2014 the Board of Directors approved Bob Murray & Associates to provide professional recruitment services for a new District Manager; and

WHEREAS, on September 16, 2014 the Personnel Committee met to discuss the selection process of the District Manager recommending that an Ad Hoc Committee of a Peer Interview Panel be utilized in the selection process; and

WHEREAS, each Board member would appoint one (1) individual to form the Peer Committee for a total of five (5) members; and

WHEREAS, the appointees to the committee should be currently serving in a leadership position of comparable scope, responsibility, or leadership, in a business, non-profit organization or a local, state or federal government agency, or currently serving as a local or regionally elected or appointed official or as staff to a qualified individual.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District agreed to create an Ad Hoc Committee to participate in the selection process for a new District Manager.

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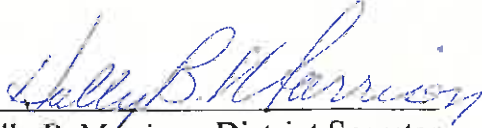
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 2nd day of October 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza

NOES:

ABSTAIN:

ABSENT: Vierra

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. 15 (14-15)

SUBJECT: SAN LORENZO VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, California Government Code Section 81000 *et seq.* requires every state or local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the San Lorenzo Valley Water District by Resolution No. 3 (10-11) has previously adopted a Conflict of Interest Code; and

WHEREAS, the Board of Directors has reviewed the existing San Lorenzo Valley Water District Conflict of Interest Code and determined that revisions are required;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Conflict of Interest Code with Exhibits 1 and 2 attached here and incorporated here shall constitute the San Lorenzo Valley Water District Conflict of Interest Code, and that the previous San Lorenzo Valley Water District Conflict of Interest Code embodied in Resolution No 3 (10-11) and other actions related to this matter by the Board are hereby superseded and no longer in force and effect.

FURTHER, BE IT RESOLVED that the District Manager is hereby directed to forward a copy of the San Lorenzo Valley Water District Conflict of Interest Code to the District's code reviewing body, the Santa Cruz County Board of Supervisors.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 16th day of October, 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza, Vierra

NOES:

ABSTAIN:

ABSENT:



Holly Morrison, District Secretary  
San Lorenzo Valley Water District

## **SAN LORENZO VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE**

### **SECTION 1. INCORPORATION OF STATE REGULATIONS BY REFERENCE**

The Political Reform Act of 1974 (California Government Code Section 81000, *et seq.*), hereinafter referred to as "Act," requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission, hereinafter referred to as "FPPC," has adopted regulations which contain the terms of a standard conflict of interest code. Therefore, the terms of Title 2, California Administrative Code, Section 18730, hereinafter referred to as "Regulation," and any amendments thereto duly adopted by the FPPC, are hereby incorporated by reference and made a part of the San Lorenzo Valley Water District Conflict of Interest Code.

Said Regulation, along with the attached Appendices: Exhibit 1 designating officials and employees of the San Lorenzo Valley Water District subject to reporting requirements, and Exhibit 2 establishing disclosure categories, shall constitute the San Lorenzo Valley Water District Conflict of Interest Code.

### **SECTION 2. DESIGNATED POSITIONS WITH REPORTING REQUIREMENTS**

Elected officials, members of board and/or commissions appointed by the Board of Directors, District Employees and consultants holding designated positions as stated in Exhibit "1," attached hereto and made a part hereof, shall be considered designated positions subject to reporting requirements under the San Lorenzo Valley Water District Conflict of Interest Code. Persons holding designated positions shall disclosure interests as stated in Exhibit "2," attached hereto and made a part hereof, listing individual disclosure categories under the San Lorenzo Valley Water District Conflict of Interest Code.

### **SECTION 3. FILING OF STATEMENTS**

Persons holding designated positions shall file a Statement of Economic Interests with the San Lorenzo Valley Water District on FPPC forms, in conformance with the individual disclosure categories and State of California guidelines, when required by the District Secretary. The District Secretary shall make and retain a copy of all statements filed and forward the original of such statements to the Santa Cruz County Clerk of the Board of Supervisors. Statements for all public officials and designated employees will be retained by the District. Statements of Economic Interests are public records subject to Government Code Section 81008, available for public inspection not later than the second business day following the day on which the request for inspection was received.



#### **SECTION 4. EFFECTIVE DATE OF CONFLICT OF INTEREST CODE**

The effective date of the Conflict of Interest Code shall be the date the Code is approved by the code reviewing body. Notwithstanding the effective date, the adoption of this Conflict of Interest Code shall not be considered an original adoption as to those designated officials or employees who have already been filing annual Statements of Economic Interest; those persons shall not be required to file again this year. Newly designated officials or employees shall file statements within 30 days of the effective date of this Code, and all designated officials and employees shall continue to file statements upon assuming or leaving office.

## **EXHIBIT "1"**

### **SAN LORENZO VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE**

#### **LIST OF DESIGNATED POSITIONS**

##### GENERAL PROVISIONS

Persons occupying the following specifically enumerated designated positions are subject to reporting requirements under the San Lorenzo Valley Water District Conflict of Interest Code and shall disclose interests as set forth in Exhibit "2" listing individual reporting requirements:

<u>LIST OF DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES</u>
MEMBERS OF THE BOARD OF DIRECTORS	1, 2
MEMBERS OF THE EDUCATION ADVISORY COMMISSION	1, 2
COMMUNICATIONS SPECIALIST	1, 2
DISTRICT COUNSEL	1, 2
DISTRICT MANAGER	1, 2
DISTRICT SECRETARY/ADMINISTRATIVE ASSISTANT	1, 2
ENVIRONMENTAL ANALYST	1, 2
FINANCE MANAGER	1, 2
DIRECTOR OF OPERATIONS	1, 2
CONSULTANTS	3

## **EXHIBIT "2"**

### **SAN LORENZO VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE**

#### **DISCLOSURE CATEGORIES**

##### GENERAL PROVISIONS

Persons holding designated positions subject to reporting requirements shall conform with the following disclosure categories:

##### CATEGORY 1

Persons in this category shall disclose all interests in real property within the jurisdiction of the San Lorenzo Valley Water District. Real property shall be deemed to be within the jurisdiction of the San Lorenzo Valley Water District if the property or any part of it is located within or not more than two miles outside the boundaries of the San Lorenzo Valley Water District or within two miles of any land owned or used by the San Lorenzo Valley Water District.

##### CATEGORY 2

Persons in this category shall disclose:

- (a) All investments, business positions, and income (including gifts, loans and travel payments) from:
  - (i) all sources subject to the regulatory, permit or licensing authority of the District; and
  - (ii) all sources that provide, plan to provide, or have provided in the last two years, facilities, goods, software, hardware, or related technology, equipment, vehicles, machinery, or services, including training or consultant services, to the District; and
  - (iii) all sources that are engaged in any real estate activity including, but not limited to, real estate appraisal, development, construction, planning/architectural design, engineering, sales, brokerage, leasing, lending, insurance, rights of way, and/or studies; and/or property or facilities management/maintenance/custodial and utility services, used by the District or provides capital for the purchase of property used or sold by the District.

### CATEGORY 3

Consultants shall disclose pursuant to the broadest disclosure category in the Conflict of Interest Code subject to the following limitation: The District Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements of the broadest but instead must comply with more detailed disclosure requirements specific to that consultant. Such a determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. All such determinations are public records and shall be retained for public inspection along with this Conflict of Interest Code.

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 16 (14-15)**

**SUBJECT:   AWARD OF BID AND APPROVAL OF AGREEMENT FOR  
REGIONAL WATER SYSTEM EMERGENCY INTERTIES NO. 2, 3, & 4**

WHEREAS, on August 15, 2013 the Board of Directors of the San Lorenzo Valley Water District approved the Proposition 50 Scotts Valley Multi-Agency Regional Intertie Project; and

WHEREAS, San Lorenzo Valley Water District had plans and specification prepared for Regional Water System Emergency Interties No. 2, 3, 4; and

WHEREAS, San Lorenzo Valley Water District published a Notice Inviting Bids for the subject project; and

WHEREAS, on October 28, 2014 San Lorenzo Valley Water District received sealed bids relative to the subject project; and

WHEREAS, Monterey Peninsula Engineering is the lowest responsible and responsive bidder with a bid of \$5,733,682.50;

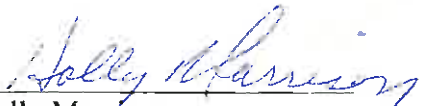
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby awards the bid and construction contract for the Regional Water System Emergency Intertie No. 2, 3, & 4 Project to Monterey Peninsula Engineering.

BE IT FURTHER RESOLVED that the District Manager is hereby authorized and directed to execute the Agreement for Construction of the subject project on behalf of the San Lorenzo Valley Water District.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 6<sup>th</sup> day of November, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Viera, Rapoza  
NOES:  
ABSTAIN:  
ABSENT:

  
Holly Morrison  
District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 17 (14-15)**

SUBJECT: AUTHORIZING DISTRICT TO INITIATE CONTRACT WITH  
SPRINGBROOK SOFTWARE, INC.

WHEREAS, the District approved to waive the formal bidding procedures for the new software; and

WHEREAS, the District approved a Fiscal Year 2014/2015 budget amendment not to exceed \$250,000 during the fiscal year for the software integration; and

WHEREAS, the District approved the Acting District Manager and Finance Manager to enter into contract with Springbrook based on the estimated premise software implementation proposal;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the District has approved the replacement of the prior software system, Datastream, with the proposed Springbrook proposal; with a full implementation and 4 year operating cost not expected to exceed \$350,000 over said period.

\* \* \* \* \*

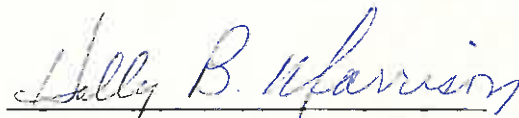
PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 6th day of November, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Rapoza, Vierra, Prather

NOS:

ABSTAIN:

ABSENT:



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 18 (14-15)**

**SUBJECT: DESIGNATING AND AUTHORIZING PERSONS TO SIGN FOR DISTRICT CHECKING, SAVINGS, AND INVESTMENT ACCOUNTS**

WHEREAS, the District is required to place funds in institutions in order to pay bills, collect funds, and for investment purposes; and

WHEREAS, from time to time the District designates certain persons for the purpose of signing on these accounts; and

WHEREAS, the principal persons who work on these accounts are the District Manager and the Finance Manager; and

WHEREAS, the District Manager has been released from contract and replaced by the Acting District Manager, a position that has the same authority and responsibilities as the District Manager;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that:

1. That the Water District has established accounts with Wells Fargo Bank, Liberty Bank, Local Agency Investment Fund (LAIF), Bank of America, California Bank & Trust, and Morgan Stanley and that the Acting District Manager, Finance Manager and the Admin Environmental Analyst (only in the absence of one of the other two) are authorized to open these accounts.

2. That any of the following persons may sign checks or other instruments withdrawing or transferring funds from said accounts: Rick Rogers, Acting District Manager; Stephanie Hill, Finance Manager and Jennifer Michelsen, Admin Environmental Analyst.

3. That said institutions may honor and pay all checks or other instruments signed in accordance with this resolution and that said institutes may also accept for deposit checks or other instruments payable to the District, whether they are endorsed in writing or by stamp.

4. That it shall be an internal policy of the San Lorenzo Valley Water District that all written transactions shall require 2 signatures of review. Please see the Internal Signature Policy for further definition.

5. That the District is authorized to request incoming and outgoing fund transfer to said institutions and accounts.

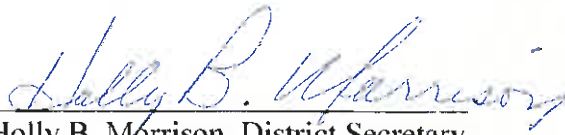


6. That each of the foregoing statements shall continue in full force and effect until said institutions have received expressed written notice, from the District, of its rescission or modification.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 6th day of November, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza, Vierra  
NOS:  
ABSTAIN:  
ABSENT:

  
\_\_\_\_\_  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. 19 (14-15)

SUBJECT: AWARD OF BID FOR VEHICLE REPLACEMENT

WHEREAS, the current 2014-15 Fiscal Year Budget provides for the purchase of five (5) District vehicles; and

WHEREAS, on October 2, 2014 your Board authorized staff to execute formal bidding procedures for the purchase of vehicles; and

WHEREAS, staff contacted twelve (12) vehicle dealerships locally, Southern, and Northern California (via voice & mailed specifications). The District received three (3) bids (see attached) with the lowest bid being North Bay Ford, Santa Cruz totaling \$114,342.00; and

WHEREAS, none of the dealerships provided a bid for the 5/7 yard dump truck and Staff will be rebidding this vehicle;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby awards the bid for new vehicles to North Bay Ford totaling \$114,342.00.

\*\*\*\*\*

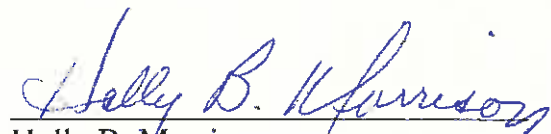
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 20<sup>th</sup> day of November, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Vierra, Prather

NOES:

ABSTAIN:

ABSENT: Rapoza



Holly B. Morrison

District Secretary

San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 20 (14-15)**

**SUBJECT: ADOPTING AND IMPLEMENTING LABOR COMPLIANCE  
PROVISIONS ON CERTAIN PUBLIC WORKS CONTRACTS**

**WHEREAS**, California Labor Code Section 1770, et seq., requires contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research and;

**WHEREAS**, California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request and,

**WHEREAS**, California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects and,

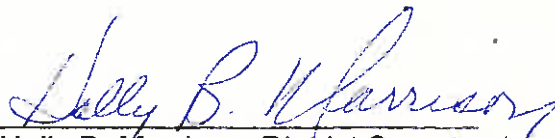
**WHEREAS**, the provisions of the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) require the establishment of a Labor Compliance Program (LCP) to monitor the prevailing wage and apprenticeship requirements on any project using Proposition 84 funding; and

**WHEREAS**, San Lorenzo Valley Water District (SLVWD) has applied for Proposition 84 funding; and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors for SLVWD, having reviewed the item hereby adopts the SLVWD Labor Compliance Plan and directs District staff to proceed with obtaining approval of said Program from the Department of Industrial Relations;

**THE FOREGOING RESOLUTION** of the Board of Directors of SLVWD was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors on the 20th day of November, 2014, by the following vote:

Ayes: Brown, Bruce, Prather, Vierra  
Noes:  
Absent: Rapoza  
Abstain:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 21 (14-15)**

**SUBJECT: MEMORANDUM OF UNDERSTANDING FOR THE CLASSIFIED  
EMPLOYEES UNIT SAN LORENZO VALLEY WATER DISTRICT**

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District has previously adopted a Memorandum of Understanding for the Classified Employees Unit of the San Lorenzo Valley Water District by Resolution Number 8 (12-13) effective November 15, 2012; and

WHEREAS, the District by its Board appointed representatives and the American Federation of State, County and Municipal Employees, Local 101 ("Union") represented by their duly designated representatives have met and conferred in good faith within the meaning of the Myers-Milius-Brown Act, California Government Code Section 3500 and following regarding wages, hour, and other terms and conditions of employment for those employees represented by the Union, and

WHEREAS, the District and Union have reached an understanding regarding the above issues and have jointly prepared a Memorandum of Understanding, and

WHEREAS, the Board of Directors has reviewed the Memorandum of Understanding and approves revisions made as a result of the most recent negotiations between the District and the Union;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Memorandum of Understanding Classified Employees Unit San Lorenzo Valley Water District 2014-2016 attached and incorporated here shall constitute the Memorandum of Understanding for the Classified Employees Unit San Lorenzo Valley Water District, and the previous Memorandum of Understanding adopted by Resolution Number 8 (12-13), is hereby superseded and no longer in force and effect.

\*\*\*\*\*

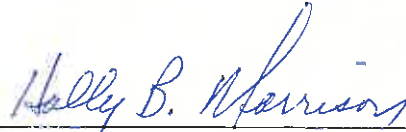
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 20<sup>th</sup> day of November, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Vierra, Prather

NOES:

ABSTAIN:

ABSENT: Rapoza



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Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

MEMORANDUM OF UNDERSTANDING

CLASSIFIED EMPLOYEES UNIT

SAN LORENZO VALLEY WATER DISTRICT

2014 – 2016

RESOLUTION NO. 21 (14-15)

November 20, 2014

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**MEMORANDUM OF UNDERSTANDING  
CLASSIFIED EMPLOYEES UNIT  
SAN LORENZO VALLEY WATER DISTRICT  
2014-2016**

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**SECTION 1 - GENERAL PROVISIONS**

- 1.1 Parties to Understanding. This Memorandum of Understanding is made and entered into by and between the San Lorenzo Valley Water District (herein after referred to as "District") which is represented by its Board-appointed Employee Relations Officer and other designee(s) and the American Federation of State, County and Municipal Employees, Local 101 (hereinafter referred to as "Union") which is represented by their duly designated representative(s) and other designee(s).

The District and the Union have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 et seq. regarding wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A" attached hereto and made a part thereof. The District and the Union have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding (herein after referred to as "MOU").

- 1.2 Term of Agreement. This MOU shall be effective from the date of final ratification and adoption by the San Lorenzo Valley Water District Board of Directors, and shall remain in full force and effect until and including the 31<sup>st</sup> day of October 20, 2016. This MOU shall be renewed automatically from year to year thereafter, unless either party gives notice of a desire to modify, amend or terminate it at least ninety (90) calendar days, but not more than one hundred twenty (120) calendar days before October 31, 2016. No amendment or change to this MOU shall be valid or binding unless made in writing and signed by the duly authorized representative(s) of both parties. This MOU shall remain in full force and effect during the entire period of contract negotiation for modification(s) or amendment(s) of this MOU, and shall automatically be extended until such time as a new or modified MOU is approved by both parties, effective date of termination notwithstanding.
- 1.3 Purpose. The parties hereby agree that the purpose of this MOU is to promote and provide harmonious relations, cooperation and understanding between the District and the Union, and to provide an orderly and equitable means of resolving differences which may arise under this MOU.

- 1.4 Short Title. This document shall be known and may be cited as the "Classified Employees MOU."
- 1.5 Plural. Wherever the singular or plural is used in this MOU it shall be construed to include the other.
- 1.6 Supervisor. Whenever the word "Supervisor" is used in this MOU, it shall be construed to mean the Department Head, or in the Department Head's absence, the Department Head's assigned representative.
- 1.7 Severability. If any provision, sentence, clause or phrase of this policy or the application of said provision, sentence, clause or phrase to any person or circumstance is for any reason held to be invalid or not in accordance with applicable provisions of Federal, State or local laws or regulation, the remainder of this policy, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 1.8 Recognition. The District recognizes the Union, as provided in the District's Rules and Regulation for the Administration of Employer-Employee Relations, as the Exclusively Recognized Employee Organization for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A", attached hereto and made a part thereof. as well as such classification as may be added to this representation unit by the District during the term of this MOU.
- 1.9 Agency Shop. The Union as the exclusive representative of the employees covered by this MOU agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of positions set forth in Appendix "A" attached hereto and incorporated herein, regardless of whether they are members of the Union.
- a. All employees and new hires employed in all classifications of positions set forth in Appendix "A" on or after the effective date of this MOU shall as a condition of employment either:
1. Become and remain a member of the Union; or
  2. Pay to the Union, an agency shop service fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed agency shop service fee which meets the above criteria; or
  3. Do both of the following:
    - i. Execute a written declaration that the employee is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment.

- ii. Pay a sum equal to the agency shop service fee described above in Section 1.9 (a)(2) to one of the following non-religious, non-labor, charitable funds chosen by the employee from the following charities: United Way, American Red Cross and Santa Cruz SPCA.
- b. All employees who elect membership in the Union and all employees who hereafter become members of the Union shall, as a condition of continued employment, pay dues to the Union for the duration of this MOU.
- c. The Union shall provide the District with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency shop fees. The Union shall provide a copy of said "Hudson Procedure" to the District within thirty (30 ) calendar days of the effective date of this MOU, and annually thereafter, and as a condition to any change in the agency shop service fee. The Union shall inform the District of the agency shop service fee amount within thirty (30) calendar days of the effective date of this MOU, and within thirty (30) calendar days of any changes thereto.
- d. The Union shall provide a copy of said "Hudson Procedure" to every agency shop service fee payer covered by this MOU within sixty (60 ) calendar days of the effective date of this MOU, and annually thereafter, and as a condition to any change in the agency shop service fee. Failure by an employee to invoke the Union's Hudson Procedure within thirty (30) calendar days after receipt of the actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop service fee.

The provisions of Sections 1.9 (a) shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the employee's return to the representation unit. The term separation includes transfer out of the unit, layoff, and unpaid leaves of absence with a duration of more than thirty calendar (30) days.

The Union shall maintain adequate itemized record of its expenditures and financial transactions and shall make available annually to the District and to all employees covered by this MOU, within sixty (60) calendar days after the end of each fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer, or corresponding principal officer, or a certified public accountant. For the purpose of distribution, the District shall provide the Union with the names and addresses of all affected employees.

The Union shall indemnify, defend, and hold the District and its officers, agents, representatives and employees harmless from and against any and all liabilities arising out of or relating to any claims, demands, suits, actions, orders, or judgments, or other forms of liability that arise out of or by reason of this agency shop section, or action taken or not taken by the District under this section. This includes, but is not limited to, the District's attorneys' fees and costs.



In the event that employees represented by the Union and covered by this MOU rescind "Agency Shop," all employees who are members of the Union shall remain members of the Union for the term of this MOU.

**1.10 Agency Shop Payroll Deductions.** During the term of this MOU the District shall make agency shop payroll deductions subject to the following provisions:

- a. A written District Payroll Authorization Form for this purpose shall be acceptable to and/or provided by the District.
- b. A complete and properly executed written District Payroll Authorization Form shall be on file with the District Manager.
- c. All employees, and all new hires, in all classifications of positions set forth in Appendix "A" on or after the effective date of this MOU shall, within thirty (30) calendar day, execute a written District Payroll Authorization Form for the payroll deduction of one of the options specified in Section 1.9 (a). In the absence of said written District Payroll Authorization Form, the District shall deduct an amount equal to the aforementioned agency shop service fees from the employee's paycheck.
- d. Payroll deductions shall begin with the payroll period which ends on the thirtieth (30<sup>th</sup>) calendar day or more following receipt by the District Manager of the properly executed written District Payroll Authorization Form.
- e. Payroll deductions shall be made on the first pay period of each calendar month.
- f. The Union shall provide the District with written certification from an appropriate official as to the amount of monthly amounts to be deducted. This certification notice shall be effective for all employees. Any change in the amount of the monthly amounts to be deducted shall be certified as aforesaid and delivered to the District Manager at least thirty (30) calendar days prior to the first pay day of the calendar month prior to the change becoming effective.
- g. Deductions shall be made only when the employee's earnings for the pay period are sufficient after other legally required deductions are made.
- h. Deductions for dues and agency shop service fees shall be forwarded to the Union within thirty (30) calendar days following the end of the pay period when the deductions were made along with a list of employees' names and the amount deducted.
- i. The District shall forward deductions for charitable organizations to the Union within thirty (30) calendar days following the end of the pay period when the deductions were made, along with a list of employees' names, names of charitable organizations and the amount deducted. The Union shall forward the contribution to the appropriate organization within thirty (30) calendar days.
- j. The District shall not be liable to the Union by reason of requirements of this section for the remittance or payment of any moneys other than the constituting actual deductions made from the pay earned by the participating employee(s). In addition, the Union shall refund to the District any amounts paid to them in error upon presentation of supporting evidence.

- k. The Union shall indemnify and hold the District, and its officers, agents, representatives and employees harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from or by reason of compliance with any provisions of this section.

1.11 Prohibition of Job Action.

- a. During the term of this MOU neither the Union, nor any of their officers, agents, representatives and/or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or any other interference with the work or statutory functions and obligations of the District.
- b. During the term of this MOU neither the District nor any of its officers, agents and/or representatives, for any reason, shall authorize, institute, aid or promote any lockout of employees covered by this MOU.
- c. The Union agrees to notify all officers, agents, representatives and/or employees of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others, and agrees to take affirmative actions to encourage employees violating this section to return to work and cease such actions.
- d. The District may discharge or discipline any employee who violates subsection (a) of this section of this MOU, and/or any employee who fails to carry out their responsibilities under subsection (c) of this section of this MOU.
- e. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this section.

1.12 Management Rights. It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including but not limited to, all rights and authority exercised by the District prior to the execution of this MOU, except as modified by this MOU. These exclusive District rights include, but are not limited to the following:

- a. Right to determine the purpose, mission and policies of the District and its departments;
- b. To set forth all standards of service offered to the public;
- c. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
- d. To determine the procedures and standards for selection for employment and promotion;
- e. To schedule, assign and direct District employees;
- f. To determine the methods, means, and number of personnel needed to carry out the District's mission;
- g. To promote, suspend, discipline or discharge for just cause;
- h. To establish work and productivity standards;



- i. To assign overtime;
- j. To lay off or relieve employees from duty due to lack of work, funds, or other legitimate reasons;
- k. To make, publish and enforce rules and regulations;
- l. To maintain the efficiency of governmental operations by exercising control and discretion over its organization and the technology of performing District work;
- m. To determine the content of job classifications;
- n. To contract out for goods and services;
- o. To introduce new or improved methods, equipment or facilities;
- p. To take any and all necessary actions as may be deemed necessary to carry out the mission of the District in emergencies, provided that no right exercised or enforced during an emergency is contrary to or inconsistent with the provisions of this MOU; and
- q. To determine the amount of budget to be adopted to carry out the purpose, mission and policies of the District.

1.13 Voluntary Payroll Deductions. During the term of this MOU and to the extent the laws of the State of California permit, and as provided herein, the District, in addition to deductions required by law and deductions authorized pursuant to Section 1.10, Voluntary Union Dues Deduction of this MOU, will make voluntary payroll deductions for U.S. Savings Bonds, Employee's Bank/Credit Union, Deferred Compensation, Flexible Spending Plan, Supplemental Life Insurance and the District Employees Social Organization. The participating employee's complete and properly executed written Voluntary Authorization Form for said payroll deductions shall be on file with the District Manager. Payroll deduction shall begin with the payroll period which is fourteen (14) calendar days or more following receipt by the District Manager of properly executed written Voluntary Authorization Form.

1.14 Work Rules. The District may prepare issue and enforce work rules, policies, procedures and safety regulations necessary for safe, orderly and efficient operation. Whenever the District issues new work rules, or changes previously issued work rules, employees and the Union will be given at least fourteen (14) calendar days prior notice before the effective date, absent an emergency, by providing written notification to the Union and by posting said work rules on Departmental bulletin boards, unless otherwise mutually agreed to by both parties. The purpose of the prior notice is to provide the Union with the opportunity to discuss said work rules with the District before they become effective, if the Union so requests. Said request shall be in writing and submitted to the District Manager.

1.15 Substance Abuse Program. In order to help provide a safe work environment and to protect the public, the District may require all employees covered by this MOU

to participate in a program to detect, treat and prevent substance abuse, toward the objective of avoidance of alcohol or controlled substance abuse.

## SECTION 2 - EMPLOYEE RIGHTS

- 2.1 Time off for Representation. A reasonable number of designated Union representatives shall be granted reasonable time off, without loss of compensation or other benefits, solely for the purpose of meeting and conferring with the Districts' designated Employee Relations Officer or his/her duly authorized representative(s) on matters within the scope of representation.
- 2.2 Employee Representatives. The Union shall have the right to certify two (2) Employee Representative and two (2) Alternate Employee Representative to serve as authorized "Stewards" for the Union. The Union agrees to provide the District Manager with a written list of the names of the employees duly authorized as Union Stewards within forty-eight (48) hours of certification and said list shall be kept current thereafter. The District will recognize only employees designated as said authorized Union Stewards.

Said designated Union Stewards or other appropriate representative(s) or agent(s) of the Union may represent employees covered by this MOU in matters appropriate for formal grievance handling as set forth in Section 10, Grievance Procedures, of this MOU. Union Stewards designated to transact such grievance handling shall first obtain permission from their immediate Supervisor and provide the purpose of said business prior to leaving their work location. Approval to leave may be denied if such an absence would cause an undue interruption of work. Whenever a Union Steward has been denied approval to leave their work location pursuant to this section the matter shall be rescheduled to a mutually agreed upon time and date.

- 2.3 Access to Work Locations. The District agrees to grant the Union, and their duly authorized representative(s) or agent(s), reasonable access to work locations during normal working hours for the purpose of processing grievances, disciplinary meetings or other matters within the scope of representation, provided that the Supervisor of such work location is notified prior to entry and provided the purpose of said visit. The District may require said representative to identify employee(s) they plan to contact, approximate length of the visit and specific locations to be visited. The Union agrees that such access shall not interfere with the work process, safety or security of the work area.

The District may deny access to work areas if it is deemed that a visit at that time would interfere with work operations. If access is denied, the representative(s) shall be informed when such access will be made available. Such access shall not

be more than twenty-four (24) hours excluding Legal Holidays, after the time of said request, unless otherwise mutually agreed thereto.

- 2.4 Access to Information. The Union shall have access to such non confidential information pertaining to employee relations as is contained in the public records. All material relating to benefit coverage shall be provided in a timely manner to the Union.
- 2.5 Use of District Bulletin Boards. The Union shall be granted reasonable access to District Bulletin Boards for the posting of notices. The use of District Bulletin Boards shall be restricted and subject to the following conditions:
- a. All materials must be dated and identify the publisher.
  - b. No defamatory, political or libelous material shall be posted.
  - c. Posting of materials anywhere except on District Bulletin Boards is prohibited.
- 2.6 Use of District Facilities. The Union may, with prior written approval of the District Manager, be granted the use of District facilities for meetings provided space is available. All such requests shall be made in writing with at least twenty four (24) hour advance notice and shall state the specific purpose or purposes of said meeting, unless otherwise approved by the District Manager. Said meetings shall not interfere with the normal work duties of employees. The use of District equipment other than items normally used in the conduct of said meetings is strictly prohibited.
- 2.7 Written Notice. The District will provide the Union with a fourteen (14) calendar day written notice prior to any change and/or addition of any ordinance, regulation or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors. This will provide the Union adequate time to respond and to afford an opportunity to meet with the District regarding any changes or additions.
- 2.8 New Hire Information. The Union shall be notified in writing of the name and classification of all new hires into the District of positions listed in Appendix "A" within the first pay period following the new employee's starting date.
- 2.9 Accessibility of Agreement. The District shall provide a copy of this MOU to all employees covered by this MOU. The District shall provide a copy of this MOU to all new employees in the classifications of positions listed in Appendix "A" during the new hire processing.

### SECTION 3 - HIRING POLICIES

- 3.1 Employee Residence. All employees covered by this MOU who are required to perform standby duty assignment pursuant to Section 12, Standby Duty Assignment of this MOU shall as a condition of their continued employment with the District, be required to have their place of residence within a sixty (60) minute response time of the District Operations Building, 13057 Highway 9, Boulder Creek, California.
- 3.2 Medical Examination. Whenever an applicant is offered employment with the District, before the applicant is accepted and placed on the payroll as a probationary employee, the applicant may be required to complete a prescribed general medical and physical examination. The District Manager shall review the medical and physical examination report and may reject an applicant based upon lawful criteria. A California licensed physician designated and paid for by the District shall conduct such medical and physical examination.
- 3.3 Audiogram. An audiogram may be required as part of the pre-employment process if there is a bona fide job reason for requiring such a test. Audiograms shall be provided at District expense, and subject to all other rules regarding the pre-employment medical and physical examination.
- 3.4 Probationary Period. All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than six (6) calendar months of actual service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work, the employee's ability to work with other employees, and for securing the most effective adjustment of a new employee to their position. Time spent on leave without pay shall not count toward completion of the probationary period. The probationary period may be extended at the discretion of the District Manager. Extension of the probationary period shall be for appropriate circumstances and for a specific period of time up to and including six (6) months. No such extension shall exceed six (6) additional months, and no further extensions shall be granted. If the service of a probationary employee has been satisfactory regular employment status shall begin with the day following the expiration date of the probationary period. During the probationary period an employee may be recommended for rejection at any time without cause and without right of grievance, hearing or appeal. During the probationary period for an original or promotional appointment all employee insurance benefits shall accrue in accordance with the provision of coverage and enrollment as exists pursuant to the District's incumbent insurance providers. During the probationary period for an original appointment all employee leave benefits shall accrue but cannot be taken without prior written approval of the District Manager. This does not apply to paid holidays. During the probationary period the employee shall be eligible for holiday pay.

- 3.5 Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment shall be given the opportunity to be reinstated to a position in the class from which the employee was promoted. If there is no vacancy in such position, the employee may request to be placed on a re-employment list. Such opportunity will not be given if the employee is discharged by disciplinary action pursuant to this MOU.
- 3.6 Driving Record. The District may obtain driver's license information records on each employee in accordance with the California Vehicle Code. Should an employee whose job requires driving a District vehicle be determined to be uninsurable by the District's insurance broker, or be without a valid California driver's license, that shall be grounds for dismissal in the absence of evidence of extenuating circumstances.
- 3.7 Driver's License. All employees covered by this MOU who are required to drive a District and/or their own vehicle for the purpose of District business are required as a condition of continued employment to obtain and maintain a Class C Driver's License from the State of California, Department of Motor Vehicles. The District may designate specific position classifications which require, as a condition of continuing employment, the possession and continued maintenance of a Class A or Class B Driver's License from the State of California, Department of Motor Vehicles to operate certain vehicles or equipment. The District shall pay for any required physical examination for the employee to obtain and maintain said Class A or Class B Driver's License.
- 3.8 Proof of Insurance. All employees covered by this MOU who are required to drive their own vehicle on District business are required as a condition of continued employment to obtain and maintain vehicle insurance for said vehicle in accordance with applicable State of California standards. Employees who drive their own vehicle for District business will be reimbursed for mileage at the IRS standard mileage rate.

#### SECTION 4 - COMPENSATION

- 4.1 Application of Salary Schedule. All employees covered by this MOU shall be paid a salary or wage rate applicable to the schedule established for that position as set forth in the Salary Schedule, Appendix "B", which is attached to and made a part of this MOU. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. The District Manager may, when circumstance warrants authorize original appointments above the minimum step.
- 4.2 Salary Range Schedule. The salary range schedule shall be an integrated schedule consisting of seven (7) steps with a five percent (5%) differential between each step in the salary schedule.



- 4.3 Advancement of Pay Levels. No advancement of pay levels shall be made above the highest step established in the salary schedule for an employee's class or position except in accordance with this MOU. Advancement from step to step within the salary schedule shall not be automatic but shall be based upon merit as exemplified by recommendations of the District Manager. All original and promotional appointments in the competitive service entering at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six (6) months of actual service and the achievement of satisfactory standards of performance based upon a written performance evaluation report. The anniversary date for future merit increase consideration shall be adjusted to the effective date of this merit increase. Upon receiving regular employment status every employee in the competitive service shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one (1) year of actual service and the achievement of satisfactory standards of performance based upon a written performance evaluation report.
- 4.4 Performance Evaluation. All employees covered by this MOU shall receive an employee evaluation at least once a year by his/her supervisor.
- 4.5 Longevity. In addition to an employee's base salary as provided in Section 4.1, Application of Salary Schedule, of this MOU, after completion of fifteen (15) years of continuous service with the District, each full-time employee covered by this MOU shall be eligible to receive a five percent (5%) salary increase upon evidence of a satisfactory performance evaluation and approval of the District Manager. Eligibility for this increase must be renewed each year thereafter in the same manner as that of the end of the fifteenth year. The increase shall be paid on an hourly basis over the entire year. Failure to receive a satisfactory performance rating will result in the loss of the increase and shall not be considered disciplinary action, as this increase is intended to be renewed each year and is a reward for both continuous service at the District and satisfactory service during the previous year.
- 4.6 Salary Schedule Adjustment. Effective as the first payroll period commencing November 1, 2014, the Salary Schedule for all employees covered by this MOU shall increase by 2.75%. Effective as of the first payroll period commencing on or after October 1, 2015, the Salary Schedule for all employees covered by this MOU shall increase by three 2.75%.
- 4.7 Tuition Reimbursement. The District shall reimburse any employee covered by this MOU one-half (1/2) the cost of tuition and books for pertinent job related courses. For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university, or adult education department, and such course must improve the employee's knowledge

and skills for the present position or other position within the District. Any employee seeking this benefit must submit a written request for approval of eligibility prior to enrollment. Approval must be obtained from the employee's Supervisor and the District Manager. Prior to reimbursement, the employee must demonstrate successful completion of the course and receipt of a passing grade. The maximum reimbursement for each employee shall be \$250.00 per fiscal year.

- 4.8 Reimbursement for Licenses and Certificates. Any employee covered by this MOU shall be reimbursed for the cost of licenses and certificates which are required by job class specifications or approved by the District Manager as a pertinent job related license or certificate. Any employee seeking reimbursement for a pertinent job related license or certificate must submit a written request for prior approval. Fees for Class C California driver's licenses shall not be reimbursed under the provisions of this section. The District shall provide reimbursement for Class A and Class B California Driver's license fees, where such licenses are required by job class specifications, or approved as a pertinent job related license by the District Manager.
- 4.9 Continuing Education. Any employee covered by this MOU shall be reimbursed upon successful completion the cost of tuition and books for continuing education contact hours required by the State of California, Department of Public Health (DPH), Operator Certification Program. Said reimbursement shall only be for the renewal of certifications which are required by a job class specification. Any employee seeking reimbursement for a required continuing education contact hour must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the employee's Supervisor and the District Manager.
- 4.10 Required Operator Certifications. When any employee covered by this MOU is required by job class specification to possess a valid operator certification pursuant to the State of California, Department of Public Health (DPH), Operator Certification Program, and the employee does not currently possess the DPH certificate as of the effective date of this MOU, the District shall reimburse said employee upon successful completion for the cost of tuition and books for required "specialized training" in order to be eligible for the applicable certification examination. Any employee seeking reimbursement for required "specialized training" must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the employee's supervisor and the District Manager.  
In addition, any employee covered by this MOU upon successful possession of applicable certifications required pursuant to this section shall be reimbursed the applicable Examination Fee and Certification Fee.

- 4.11 Educational Incentive Pay. The District shall provide educational incentive pay for all employees covered by this MOU who have completed their probationary period. This educational incentive pay, which shall be in addition to an employee's base salary, shall be based upon and added to the employee's base salary in accordance with the following schedule:

<u>Educational Incentive Step</u>	<u>Educational Incentive Rate</u>
E1	2.5%
E2	5.0%
E3	7.5%
E4	10.0%

Any employee covered by this MOU may request an Educational Incentive Step upon the successful completion of a pertinent job related course and certification. To be considered "pertinent" both the course and certification must improve and advance the employee's knowledge and skills for the present position. Certifications required in job class specifications or courses reimbursed pursuant to Section 4.7, Tuition Reimbursement, of this MOU, are not applicable under this section. Any employee seeking this benefit must submit a written request for approval of course and certification eligibility prior to enrollment or obtainment of certification. Approval must be obtained from the employee's Supervisor and the District Manager. The employee must demonstrate successful completion of the course and possession of the certification. Employees must progress sequentially through the four (4) Educational Incentive Steps, beginning with Step E1. Furthermore, employees shall not be eligible to progress to a higher educational step unless they have been at their current Educational Incentive Step a minimum of one (1) calendar year. No educational incentive wage will be paid or continue to be paid for any certifications or course which are a minimum requirement of a job specification.

- 4.12 Working out of Classification. All employees covered by this MOU who are assigned the full duties and responsibilities of a higher paying classification for more than eight (8) hours in any one-pay period shall be considered to be working out of classification. Working out of classification includes, but is not limited to:
- a. The employee assumes a temporary position in said classification because of the creation of a short-term position; or
  - b. The employee performs such duties due to the absence of a regular employee for reasons of annual leave, sickness, etc.
- 4.13 Compensation for Working out of Classification. When an employee is determined to be working out of classification as defined in Section 4.12, Working out of Classification, of this MOU, such employee shall be entitled to a salary



increase of at least five percent (5%) over that employee's regular permanent position salary.

- 4.14 Pager Assignment. The District at its sole discretion may require employees covered by this MOU to regularly carry a District provided electronic paging device. Pager assignment pursuant to this section requires that employees so assigned shall conform to the following conditions:
- a. Continuously carry the electronic paging device except when on approved annual leave.
  - b. Respond to District by telephone or other telecommuting device within sixty (60) minutes of pager notification.
- 4.15 Pager Assignment Compensation. Employees assigned by the District to regularly carry an electronic paging device shall receive a salary differential equal to five percent (5%) of their regular straight time and overtime hourly rates of pay in effect for the employee's regular job for each hour in a paid status. The parties specifically understand that the provisions of this section shall not apply to any employees when assigned to standby duty pursuant to Section 12, Standby Duty Assignment, of this MOU, during their standby duty assignment period.
- 4.16 Compensation for Regular Part Time Employees. Regular part-time employees shall be compensated at the hourly equivalent of an appropriate step of the applicable job classification.
- 4.17 Requests for Salary Adjustment. An employee may request a salary adjustment to a higher step within their salary range as set forth in Appendix "B" attached to this MOU and made a part thereof. The procedure is as follows:
- a. Employee contacts their immediate Supervisor.
  - b. Employee gathers information and meets with their immediate Supervisor and Department Head.
  - c. Employee and Department Head meet with District Manager.
  - d. District Manager shall inform the employee and Department Head of his/her decision in writing within fourteen (14) calendar days.
  - e. All above steps shall be in writing.
  - f. The procedure shall have a maximum of fourteen (14) calendar days between each step.
  - g. All time spent on an employee's request for salary adjustment shall be spent on employee's time except for meetings with immediate Supervisor, Department Head and District Manager.
  - h. Any request for a salary adjustment above the highest regular step in the salary range shall be rejected and not processed further.

4.18 Overtime Compensation.

- a. Definition. Overtime shall be defined as all authorized work ordered and performed in a paid status in excess of forty (40) hours in a seven (7) consecutive day (i.e. 168 hours) pay period. Solely for the purpose of this section the 168-hour pay period shall begin at 12:01 a.m. Thursday and continue to midnight the following Wednesday. All overtime shall have the approval of the employee's immediate Supervisor prior to actual performance of the work. The parties specifically understand that this overtime pay provision shall not apply to base standby duty compensation pursuant to Section 12.7, Standby Duty Compensation, of this MOU, and unauthorized hours of work.
- b. Overtime Compensation. Employees covered by this MOU shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work in excess of forty (40) hours paid time per week.

4.19 Compensation Differential. All employees covered by this MOU, in addition to regular an or overtime rates of pay, shall be paid a compensation differential equal to one-half(1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work between 12:00 midnight and 6:00 a.m.

4.20 Holiday Compensation. All employees covered by this MOU, in addition to their regular and/or overtime pay, shall be compensated eight (8) hours pay, compensable at their regular straight time hourly rate of pay for working on a holiday designated pursuant to Section 6.10, Holidays, of this MOU. Employees may elect to receive eight (8) hours of Compensatory Time Off (CTO) in lieu of pay as compensation relative to this section.

4.21 Compensatory Time Off. At the employee's written request and upon approval of the Supervisor, employees may receive compensatory time off in lieu of overtime cash compensation. Compensatory time off shall be compensated at the rate of one and one-half (1-1/2) hours of compensatory time for one (1) hour of overtime worked. Compensatory time off shall not be allowed to accumulate beyond sixty (60) hours at any given time. The procedure for scheduling compensatory time off is the same as scheduling annual leave in Section 6.3, Annual Leave, of this MOU.

4.22 Call Back Pay. Call Back Pay is defined as an unscheduled return to duty outside regularly scheduled work hours, assigned and scheduled overtime work hours and/or standby duty assignment pursuant to Section 12, Standby Duty Assignment, of this MOU. District shall provide all employees covered by this MOU with a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times the employees regular straight time hourly rate of pay or one and one half (1-1/2)

times the actual hours worked, whichever is greater, when an employee has left the work premise and the employee is called back to work pursuant to this section.

There shall not be any duplication or pyramiding of payment under this section. An employee shall not be credited with more than one (1) two (2) hour minimum guarantee for work performed during any two (2) hour period. Call Back Pay shall only apply when an employee is required to physically return to a work site (e.g. leave home or other off-duty location) in order to perform required duties. An employee who is called back to duty shall not be considered on duty until said employee reaches the District Operations Building or job site whichever occurs first and shall end upon completion of the work for which the employee was called back to perform.

## SECTION 5 - HOURS, DAYS OF WORK

- 5.1 Hours, Days of Work, Application. This section is intended to define the normal hours of work per day or per week in effect at the time of this MOU. Nothing contained herein shall be construed as preventing the District from retaining the exclusive right, subject to and in accordance with applicable laws and this MOU, to determine the mission of the District, to direct employees in the performance of their work and to retain the authority vested by law in the District and its duly elected or appointed officers.
- 5.2 Normal Work Week and Work Days. The normal workweek shall consist of forty (40) hours per calendar week and such additional overtime hours as may from time to time be required in the judgment of the District. The normal workweek shall consist of five (5) consecutive eight (8) hour workdays in a calendar workweek interrupted by an unpaid one (1) hour lunch period. Said hours shall normally be performed between the hours of 8:00 a.m. and 5:00 p.m. Prior to changing a normal workweek schedule, the District shall give all affected employees a twenty-eight (28) calendar day notice, notwithstanding emergencies. Assignments of a normal workweek schedule which includes Saturday and/or Sunday shall be distributed as equally as practical among the employees within a specific position classification.
- 5.3 Timekeeping Interval. The minimum timekeeping interval shall be fifteen (15) minutes. Periods of time of seven (7) minutes or less shall be rounded down and periods of eight (8) minutes or more shall be rounded up.
- 5.4 Rest Periods. All employees covered by this MOU shall receive one (1) continuous ten (10) minutes net rest period for every four (4) hours worked. The rest period shall be granted near the middle of each four (4) hour work period, whenever this is feasible. Actual rest periods shall be scheduled and coordinated by the Supervisor. Rest periods are not accumulative, nor shall they be added to

any meal period, annual leave, compensatory time off or any other authorized absence from work. Rest periods shall be taken at the work site at the time of said break. Rest periods not taken shall be waived. Rest periods shall be considered work time.

- 5.5 Meal Period. All employees covered by this MOU will be given a one (1) hour meal period which shall typically take place between the period 12:00 noon and 1:00 p.m. The meal period shall be considered as unpaid time. The meal period may be adjusted due to necessary operational considerations as determined by the employee's immediate Supervisor.

The total time of the meal period shall not exceed one (1) hour. If an employee wishes to take a meal period at a time other than the normal designated time period, prior approval must be obtained from the employee's immediate Supervisor.

- 5.6 Alternative Schedules. The District acknowledges that there may be benefits to the District and the employees in alternative work schedules. Employees may request in writing, that their Supervisor consider an alternative work schedule. The District may give consideration to such requests, within existing law and policy, but is under no obligation to approve any alternative work schedule.

## SECTION 6 - LEAVES OF ABSENCE

- 6.1 Annual Leave. The District shall grant annual leave in lieu of sick leave, personal business leave, vacation and bereavement leave for all employees covered by this MOU. Employees shall be entitled to accumulate annual leave in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Maximum Annual Leave Accumulation</u>	<u>Hours of Annual Leave Accrued Per Bi-weekly Pay Period</u>
Less than 5	360 Hours	9.23 Hours
Begin 6th Year	420 Hours	10.77 Hours
Begin 11th Year	480 Hours	12.30 hours

On the first regularly scheduled payroll date which occurs on or after July 1st of each year any annual leave in excess of the maximum annual leave accumulation rate shall be paid directly to the employee at the employee's regular straight time hourly rate of pay in effect for the employee's regular job on said date.

- 6.2 Additional Annual Leave. For all employees covered by this MOU who do not receive District provided uniforms, in addition to annual leave provided pursuant to Section 6.1, Annual Leave, of this MOU, the District shall grant an additional sixteen (16) hours of annual leave. Said additional annual leave is granted in lieu of uniforms. The additional sixteen (16) hours of annual leave shall be accrued on July 1st of each year and added to each employee's accumulated annual leave balance following direct payment pursuant to Section 6.1, Annual Leave, of this MOU for annual leave in excess of the maximum annual leave accumulation rate.
- 6.3 Scheduling of Annual Leave. The scheduling of annual leave and the amount of leave granted during any particular period are matters of administrative discretion. Observance of annual leave must be approved in advance by the employee's Supervisor except in cases of emergency. Annual leave requests which are greater than two (2) work days in duration shall be submitted for approval no less than thirty (30) calendar days prior to such leave. Annual leaves which are two (2) workdays or less in duration shall be submitted for approval no less than seven (7) calendar days prior to such leave. Notwithstanding the conditions contained herein regarding the scheduling of annual leave, employees covered by this MOU may submit for approval annual leave requests which are two (2) work days or less in duration without the seven (7) day advanced notice provided; however, such requests shall be limited to a maximum total of four (4) annual leave days per year. Solely for the purpose of this section a year shall be defined as July 1 - June 30. The time during the calendar year in which an employee may take annual leave shall be determined by the employees Supervisor with due regard to the interest of the employee and the orderly performance and continuity of District services.
- 6.4 Separation of Service. Any employee separated from the service of the District shall receive pay for all accumulated annual leave and any prior accumulated sick leave pursuant to Section 6.5, Prior Accumulated Leave, of this MOU, on the same day as their separation from service, unless the employee elects to receive payment over time pursuant to said section. The amount of payment for unused accumulated annual leave and any prior accumulated sick leave pursuant to Section 6.5, Prior Accumulated Leave, of this MOU, shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last working day of the employee's service.
- 6.5 Prior Accumulated Leave. Effective as of the first payroll period commencing on or after the date of final approval by the Board of Directors of the San Lorenzo Valley Water District, all employees covered by this agreement shall receive a one-time pay out of 50% of any prior accumulated sick leave upon final approval by the Board of Directors of the San Lorenzo Valley Water District. Thereafter, Section 6.5 Prior Accumulated Leave shall be deleted.



6.6 Maternity Leave.

- a. Definition. Maternity leave is defined as the absence from duty for a reasonable period of time, not to exceed four (4) months, due to an actual disability on account of pregnancy, childbirth, or related medical condition. Regular employment status female employees are eligible for maternity leave in accordance with the provisions of the California Government Code Section 12945.
- b. Time Period. The time period for maternity leave shall not exceed four (4) calendar months.
- c. Charged To. All maternity leave may be charged to the employee's prior accumulated sick leave and annual leave credits. Any maternity leave not covered by sick leave and/or annual leave credits shall be considered Authorized Leave in accordance with Section 6.12 of this MOU.
- d. Reasonable Notice. The employee is required to give the District reasonable notice of the date such leave shall commence and the estimated duration of such leave. The District Manager shall approve such leave request if in compliance with this section.

6.7 Family Medical Leave. In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the District will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks (continuous or cumulative), per twelve (12) month calendar year period for any one or more of the following reasons:

- a. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
- b. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

- a. Eligible employee means having been employed by the District for twelve (12) months and has actually worked for at least 1,250 hours during the (12) month period immediately preceding the commencement of the leave;
- b. Employees are required to provide the District with medical verification supported by a certification from the health care provider for any leave taken relative to this section.

- c. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- d. Employees are required to use accrued annual leave as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this MOU.
- e. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 6.6).
- f. Employees retain "employee" status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- g. Any request for additional leave may be made pursuant to Section 6.12.
- h. Any other conditions or interpretations of this leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act.

6.8 Failure to Return. Any employee who fails to return to duty at the time specified on application of authorized annual, sick, maternity, administrative or other leaves of absence shall be considered to have resigned from service with the District in the absence of evidence of extenuating circumstances.

6.9 Workers Compensation.

- a. Provision. For all employees covered by this MOU the District shall provide Workers Compensation Insurance in accordance with State of California law.
- b. Notification. Any employee who is injured on the job or becomes ill from job-related causes shall be responsible for notifying their Supervisor at the earliest opportunity.
- c. Benefits. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as contemplated by the Worker's Compensation Law of the State of California shall be entitled to benefits as provided by that Law. If the employee wishes to go to their own doctor, the employee must have a fully executed copy of the District's Pre-Injury Personal Physician Pre-Designation of Work Related Injury Form placed in the employee's District personnel file before an injury occurs. The form shall indicate the name, address and phone number of the physician. If this form is not on file with the District Manager, the employee must go to the employer's doctor for the first 30 days.
- d. Leave of Absence. A leave of absence for an industrial injury or illness shall not be considered a break in service. Employees paid disability compensation as stipulated by California State Law will be allowed to supplement such compensation to full base salary with accrued sick leave, annual leave or compensatory time off.

6.10 Holidays.

a. Approved Holidays. The following shall be paid holidays:

1. December 31, the day before New Year's Day
2. New Year's Day, January 1
3. Martin Luther King's Birthday, third Monday in January
4. President's Day, third Monday in February
5. Cesar Chavez Day, March 31
6. Memorial Day, last Monday in May
7. Independence Day, July 4
8. Labor Day, first Monday in September
9. Veteran's Day, November 11
10. Thanksgiving Day, fourth Thursday in November
11. Friday after Thanksgiving
12. Day before Christmas, December 24
13. Christmas Day, December 25

b. Holiday Observance. When an approved holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. The District Office may observe additional State or local holidays as established pursuant to Government Code Section 6700 if approved by the Board of Directors.

The following rules shall apply in conjunction with the December 24-25 and December 31-January 1 holiday periods:

1. When December 25 or January 1 fall on a Saturday, the previous Thursday and Friday shall be observed and credited as holidays.
2. When December 25 or January 1 fall on a Sunday, the previous Friday and following Monday shall be observed and credited as holidays.
3. When December 25 or January 1 fall on a Monday, the following Tuesday shall be observed and credited as a holiday.

c. Annual Leave/Compensatory Time Off. In the event an approved holiday occurs during the period an employee is on authorized annual leave, or compensatory time off such holiday shall be considered as a holiday and shall not be counted as part of the employee's annual leave or compensatory time off.

6.11 Unauthorized Leave. Unauthorized leave is leave without authorized approval. No benefits shall accrue during a period of unauthorized leave.

6.12 Authorized Leave. Authorized leave is without pay and benefits, except as provided within this MOU, and may be granted by the District Manager for a period not to



exceed six (6) calendar months during any twenty-four (24) month consecutive period unless otherwise approved by the District Manager due to extenuating circumstances. No authorized leave shall be granted except upon written request by the employee to the District Manager setting forth the reasons for the requested leave. During the first three (3) months of said authorized leave, for all employees covered by this MOU and eligible for group medical, group vision, group dental and group life insurance, the employee shall be eligible to maintain group medical coverage pursuant to CalPERS rules and regulations. Employees granted Authorized Leave who wish to continue group medical insurance coverage while in a non-pay status shall be required to submit to CalPERS a Direct Payment Authorization Form, and make group medical insurance premium payments directly to CalPERS. The District shall reimburse the employee for the actual cost of said group medical insurance premium payments in accordance with applicable provisions of this Section. District shall maintain and pay all premium costs associated with the employee portion of coverage for group vision, group dental and group life insurance programs. Solely for the purpose of this section, the premium costs for the employee's dependent(s) portion of coverage associated with said aforementioned group insurance programs shall be the sole responsibility of the employee granted authorized leave.

In addition, during the first six (6) months of said authorized leave, for all employees covered by this MOU and eligible for long term disability insurance program, the District shall maintain and pay the premium cost of the long term disability insurance program.

Annual leave and all other benefits as defined within this MOU shall not accrue during authorized leave unless explicitly stated to the contrary within this section. Time spent on authorized leave shall not be considered as time worked relative to advancement in job classifications, pay levels, longevity, or probationary period.

- 6.13 Military Leave. Military Leave, and regulations for payment pertaining thereto, shall be in accordance with the provisions of all applicable State and Federal Military Leave Codes.
- 6.14 Jury Duty. Jury Duty will be granted without any loss of credit for other leaves of absence or credit for the employee's length of service. All employees covered by this MOU shall be required to notify their immediate supervisor in advance, at the earliest opportunity, of the need for time off due to jury duty. A copy of the jury summons shall accompany the advance request for Jury Duty. The employee will be required to produce a certificate from the court which shows the actual dates of attendance and an itemized account of any compensation received for such service. The employee will receive their regular compensation; however, any compensation received for jury duty by the employee from the court system shall

be turned over to the District. It is the employee's responsibility to report for work if released from jury duty prior to the end of the normal work day.

- 6.15 Catastrophic Leave Program. The purpose of the Catastrophic Leave Program is to permit salary and benefit continuation for employees covered by this MOU who have exhausted all paid leave due to their own serious illness or injury. All regular status employees may contribute prior accumulated Annual Leave time in hourly units, with a minimum donation of eight (8) hours. The annual maximum donation by any one (1) employee during any one (1) calendar year period (January 1-December 31) shall be fifty percent (50%) of the donor's annual leave accrual entitlement or fifty percent (50%) of the donor's annual leave balance at the time of transfer, whichever is less.

## SECTION 7 - INSURANCE

- 7.1 Life Insurance. During the term of this MOU the District shall provide each active full time regular employment status employee covered by this MOU with a paid \$50,000 group life insurance policy. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.

### 7.2 CalPERS Group Medical Insurance

During the term of this MOU the District shall maintain a group medical insurance policy in accordance with the provision of this section for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. The District will provide medical insurance through the California Public Employees' Retirement System (CalPERS). The District's premium contribution toward medical coverage will be one hundred and seventy-five dollars (\$175.00).

The District will also make available, in accordance with all applicable provisions of this section, a Flexible Benefits Plan ("Cafeteria Plan") to each active full time regular employment status employee covered by this MOU.

Effective January 1, 2015 the amount of the District's Cafeteria Plan contribution will be as follows:

- a. Employee only; \$541.00 month.
- b. Employee and 1 dependent; \$1,129.00 month.
- c. Employee and 2+ dependents; \$1,460.00 month.

Effective January 1, 2016 the amount of the District's Cafeteria Plan contribution will be as follows:

- a. Employee only; \$568.00 month.
- b. Employee and 1 dependent; \$1,185.00 month.
- c. Employee and 2+ dependents; \$1,533.00 month.

Each employee covered by this MOU shall have the option, which may be exercised no more frequently than once each calendar year during an "open" enrollment period as determined by CalPERS and/or the District, to select any medical plan provided by CalPERS. The District shall only contribute an amount up to, but not in excess of, the \$175.00 monthly premium contribution and the cafeteria plan contribution, which the District would normally contribute on behalf of the employee and dependents.

Employees may also elect the following optional benefits if the employees have surplus cafeteria funds remaining after electing medical insurance coverage:

- 1. Medical reimbursement account
- 2. Dependent care assistance plan
- 3. Accident insurance made available by the District
- 4. Other eligible benefits made available by the District through the cafeteria plan

Employees who wish to participate in the optional benefits in the Cafeteria Plan, but do not have any surplus cafeteria funds, can elect to have pre-tax deductions in an amount to cover the cost of their elections.

Employees may elect not to be covered by the CalPERS medical insurance plan, provided they provide proof to the District of dual coverage from CalPERS or other approved medical coverage. Employees who decline medical insurance coverage will be eligible to receive \$175.00 per month from the aforementioned optional pretax benefits and/or a taxable cash-out benefit.

- 7.3 Group Vision Plan. During the term of this MOU the District shall maintain a group vision policy and shall pay all premium costs for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.4 Group Dental Insurance. During the term of this MOU the District shall maintain a group dental insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this MOU and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this MOU. District reserves the right to provide this group

insurance through a self-insurance plan or a policy through an insurance company selected by the District.

- 7.5 Long Term Disability Insurance. For all employees covered by this MOU, the District shall pay all costs of a long-term disability insurance program. The long-term disability insurance shall be provided on the same terms as other insurance benefits.
- 7.6 Covered Employees and Dependents. For the purpose of medical, dental and vision insurance and all other plans providing dependent coverage, an employee's dependents shall be defined by the evidence of coverage as provided by the applicable insurance carrier.
- 7.7 Effective from the date of final approval by the Board of Directors of the San Lorenzo Valley Water District all employees covered by this MOU who retire under the provisions of the District's retirement plan contract with PERS, said employees are currently eligible to continue PERS Medical plan coverage. The District will provide a medical premium contribution for those retirees who are covered by the PERS medical plan in accordance with the following schedule of service with the District:
- |                                  |                |
|----------------------------------|----------------|
| a. Less than 15 years of service | \$175.00 month |
| b. 15 to 24 years of service     | \$225.00 month |
| c. 25+ years of service          | \$275.00 month |
- 7.8 Miscellaneous. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the District.
- 7.9 Interviewing Committee. A Union representative shall be a member of the Interviewing Committee to recommend medical and dental insurance and retirement programs.

## SECTION 8 - OTHER BENEFITS

- 8.1 Social Security (FICA). Each employee covered by this MOU shall pay that employee's share of the contribution to FICA.
- 8.2 PERS Retirement Contribution. Employees covered by this MOU shall be responsible for the full 7% PERS member contribution. Pursuant to AB 340 a new defined benefit formula of 2% at age 62 shall be effective January 1, 2013. Therefore, effective January 1, 2013, or soon thereafter as allowed by the Public Employee Retirement System (PERS,) the District shall amend its agreement with PERS to implement the retirement formula under Government Code Section 21535 (2% @ 61) for miscellaneous employees. The formula shall be based upon a three

(3) year average salary. These changes shall apply to all new PERS members' miscellaneous eligible employees. Effective January 1, 2013, or soon thereafter, miscellaneous employees with the above retirement formula (2% @ 62) shall pay the full PERS employee member contribution and District shall pay 0%.

- 8.3 Deferred Compensation. Any employee of the District may, on a voluntary basis, enroll in a deferred compensation program offered through ICMA Retirement Corporation and/or CalPERS. An amount specified by the employee will be deducted from the employee's earnings each pay period and placed into the deferred compensation plan until such time as the employee leaves the services of the District either by separation of service or service retirement.
- 8.4 Supplemental Group Life Insurance. Any employee of the District may, on a voluntary basis, enroll in a supplemental group life insurance program. Upon written approval of the employee an amount specified by the employee will be deducted from the employee's earnings each pay period and placed into a supplemental group life insurance program until such time as the employee leaves the service of the District either by separation of service or service retirement.
- 8.5 Uniform/Safety Shoe Allowance. The following position classifications covered by this MOU shall be required to wear District approved uniforms and safety shoes:

Customer Service Field Coordinator  
Electrician/Instrumentation Technician  
Field Services and System Coordinator  
Field Service Worker I  
Field Service Worker II  
Senior Field Services Worker  
Water Treatment and System Operator

District uniforms shall consist solely of clothing articles approved by the District Manager and shall include, but not be limited to blue denim pants, work appropriate shorts, shirts, outerwear, and baseball caps. District safety shoes shall be approved by the District Manager. Each employee required to wear District approved uniforms and safety shoes shall receive District issued uniforms and/or purchase safety shoes in a combined sum not to exceed six hundred seventy five (\$675.00) per fiscal year (July 1-June 30). Employees shall be solely responsible for laundering of such uniform articles. Employees required to wear a District approved uniform shall be responsible for reporting to work in a clean and neat fashion and maintain a serviceable uniform. The District shall replace uniform clothing articles for normal wear and tear resulting from District work activities up to the total amount of the annual uniform allowance. The purchase of safety shoes shall be limited solely to the period from July 1 to May 15 of each fiscal year.



Employees who fail their probationary period or resign from the service of the District within one (1) calendar year of their date of hire shall pay back all uniform allowance cost expensed by the District on behalf of said employee. The aforementioned uniform allowance for new hires shall be prorated on a month-by-month basis. District issued uniforms shall be considered District property. The District Manager will determine the presentability of District uniforms. Any employee observed in unpresentable uniform clothing shall be required to immediately change into acceptable attire on that employee's own time in the absence of evidence of extenuating circumstances.

- 8.6 Food Cost Reimbursement. All employees covered by this MOU shall be entitled to a reimbursement for food costs not to exceed \$15.00 in the following circumstances: 1) after working twelve (12) or more hours on a regular work day; and 2) after working in excess of four (4) hours on a day that is not a regularly-scheduled work day. Receipts shall be submitted, along with an expense report to the District Manager for approval prior to reimbursement.
- 8.7 Flexible Spending Plan. Subject to all applicable Internal Revenue Service guidelines and any and all other federal, state and/or local laws or regulations regarding the administration of such flexible spending plans, the District will establish and maintain a flexible spending plan which allows employees covered by this MOU the option to set aside a pretax salary reduction for applicable eligible benefits. It is understood that if a third party administration is retained to provide said service, any service or administration fees will be mutually agreed upon by both parties. The District retains the right to select and change the third party administrator as necessary.

## SECTION 9 - DISCIPLINARY ACTION

- 9.1 Notification of Disciplinary Action. The District may take disciplinary action for just cause against any employee who has completed their probationary period by notifying the employee of the action in writing. Employees who have not completed their probationary period pursuant to Section 3.4, Probationary Period, of this MOU may be terminated at any time for any cause, without prior notice and without right of grievance, hearing or appeal. Notification of intended disciplinary action must be in writing and served on the employee in person or by registered mail at least seventy-two (72) hours prior to effective date of the intended disciplinary action, except in an emergency situation, unless otherwise mutually agreed to by the parties. The notice must be included in the employee's personnel file, and shall include the following:
- a. Nature of Action. A statement of the nature of the disciplinary action. Disciplinary action is defined as demotion, discharge, reduction in pay, letters of reprimand and/or suspension.

- b. Effective Date. The effective date of action, which shall be at least seventy-two (72) hours after notice of intended discipline is served on the employee, except in an emergency situation.
- c. Basis for Action. A statement in ordinary and concise language of the act or the omissions upon which the disciplinary action is based.
- d. Representation. A statement that any employee may be represented by any representative of the employee's choosing relative to disciplinary action. The employee shall provide written notice relative to designated representative.
- e. Entitlement to Meet with District Manager. A statement that the employee has the right to respond orally or in writing to the charges prior to said disciplinary action being taken. The employee shall advise the District Manager of the request for a meeting within seventy-two (72) hours after receiving the notice. If, at the employee's option, there is no meeting, the District Manager shall advise the employee in writing within five (5) calendar days after the seventy-two (72) hour period expires, of his/her decision regarding the intended disciplinary action.

## SECTION 10 - GRIEVANCE PROCEDURE

- 10.1 Purpose. The purpose of this grievance procedure is to provide the employee with a prompt and effective procedure that will facilitate a successful resolution of problems that may arise during the course of employment.
- 10.2 Definition. A grievance is defined as a dispute or an allegation by an employee or a group of employees with respect to a single common issue against the District alleging that an expressed written provision of this MOU has been violated, misinterpreted or misapplied.
- 10.3 Representation. Grievant(s) may be represented by any representative of the grievant's(s') choosing in preparing and presenting a grievance. The employee(s) shall provide their immediate Supervisor or the District Manager with advanced written notice relative to designated representation pursuant to grievance procedures.
- 10.4 Time Limitations. No grievance shall be entertained or processed unless said grievance is filed in writing pursuant to Section 10.5, Step One, Informal Procedure, of this MOU within forty-five (45) calendar days after the date of the occurrence or within forty-five (45) calendar days after the concerned employee(s) became aware of, or should have been reasonably expected to have become aware of, the events giving rise to or surrounding the alleged grievance.

If a grievance is not presented within the time limits set forth in this section, it shall be rejected and not processed further. If a grievance is not appealed to the next step of the grievance procedure within the specified time limit or any

mutually agreed extension thereof, said grievance shall be considered settled on the basis of the last answer.

10.5 Step One Informal Procedure. Before proceeding to the formal grievance procedures any employees covered by this MOU shall act promptly through an informal meeting with their immediate Supervisor to discuss and attempt to resolve the matter before it becomes the basis for a formal written grievance reduced to writing. Any resolution reached at this informal procedure must be in accordance with the provisions of this MOU. The time limitations specified in Section 10.4, Time Limitations, of this MOU, shall include all time expended during this informal procedure.

10.6 Step Two. Any employee(s) covered by this MOU who has a grievance shall submit it immediately to the District Manager. The grievance shall be in writing, signed by the aggrieved employee(s), and shall contain the following information:

- a. The name of the grievant(s)
- b. Specific nature of the grievance
- c. The date, time and place of occurrence
- d. Specific provision(s) of this MOU alleged to have been violated, misinterpreted or misapplied
- e. Steps, if any taken to secure informal resolution
- f. The corrective action desired
- g. The name of any person or representative chosen by the employee(s) to enter grievance

The District Manager shall make a decision regarding the grievance and shall provide the employee(s) and the Union with a written notice of such decision within fourteen (14) calendar days after presentation of the grievance.

10.7 Step Three. If the grievance is not settled and the employee(s) wishes to appeal the grievance to the Board of Directors, it shall be filed in writing to the Board of Directors within fourteen (14) calendar days of the District Manager's written decision. Appeals to the Board shall be in writing, signed by the aggrieved employee(s) and explain the matter appealed, setting forth a statement of desired corrective action. The Board of Directors shall make a decision and shall provide the employee(s) and the Union with a written notice of such decision within twenty-one (21) calendar days.

10.8 Arbitration. If the grievance is not settled in accordance with the foregoing procedures, the employee(s) may appeal the matter within fourteen (14) calendar days to the California State Conciliation Service or other service mutually agreed to by both parties. Appeals shall be filed in writing with the California State



Conciliation Service and a written copy thereof served at the same time and manner on the District Manager.

- 10.9 Limitations on Authority of Arbitrator. The purpose of this section is to allow the arbitrator to act in a judicial not legislative capacity to interpret the meaning of this MOU. The arbitrator shall not render findings different from the MOU, ordinances and/or resolutions. The arbitrator shall have no right to amend, modify, nullify, ignore, add to and/or or subtract from the provisions of this MOU, District resolutions, or District ordinances. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation and/or misapplication of the specific provisions of this MOU. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue(s) which has not been submitted. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with in anyway, any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall submit in writing a decision within thirty (30) calendar days following close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of the MOU to the facts of the grievance. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the District and employee(s) covered by this MOU.
- 10.10 Payment for Arbitrator. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the District and the employee(s); provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. The employee(s) shall make their one-half payment within fourteen (14) calendar days of District's payment. If the arbitrator renders findings for the employee(s), the District shall pay the full amount of the arbitration fees.

## SECTION 11 - SEPARATION OF SERVICE

- 11.1 Termination by Employer. The District Manager shall have full power and authority to discharge for just cause any employee covered by this MOU.
- 11.2 Termination by Employee, Adequate Notice. Any employee covered by this MOU wishing to leave the service of the District in good standing shall file a written resignation with the District Manager at least fourteen (14) calendar days before leaving the service of the District. Such resignation shall state the effective date and reason for leaving.

## SECTION 12 - STANDBY DUTY ASSIGNMENT

- 12.1 Definition. Standby duty is defined as assignment to an "on-call" status for a specified period of time. The purpose of standby duty is to provide 24 hours a day reliability for customer service, monitoring and operation of the water and wastewater systems, emergency call outside regularly scheduled working hours and other important duties as determined by the District.
- 12.2 Standby Duty Assignment. The District may require all field personnel to perform standby duty assignment. The Department Head shall determine which field employees are qualified for standby duty assignment based upon skills, qualifications and ability to perform the work. Standby duty shall be assigned on a weekly rotational basis from a list established by the Department Head consisting of, but not limited to, qualified volunteers. A voluntary rotational process will be the preferred method of standby duty assignment selection; however, the District may assign required standby duty assignment if there are insufficient qualified volunteers as determined by the Department Head. Standby duty shall be rotated as equally as possible among all qualified employees who volunteer for standby duty assignment.
- 12.3 Standby Duty Period. Standby duty shall normally be assigned for a period of seven (7) consecutive days from 5:00 p.m. Wednesday to 5:00 p.m. on the following Wednesday. Standby duty shall not overlap the employee's regularly assigned work schedule. Standby duty may be assigned for periods of time other than the normal seven (7) day period as determined by the District, but in no event shall standby duty be assigned for a period of time less than twenty four (24) hours, unless otherwise approved by the Supervisor.
- 12.4 Standby Duty Requirements. Standby duty requires that employees so assigned shall conform to the following conditions:
- a. Report to work fit for duty, at any time, at the District Operations Building, 13057 Highway 9, Boulder Creek, within sixty (60) minutes of notification.
  - b. Refrain from activities which might prohibit the employee's abilities to perform assigned duties.
  - c. Continuously carry the District provided electronic paging device and respond to the District by telephone, radio or other telecommuting device.

In the absence of extenuating circumstances, any employee on standby duty assignment who fails to comply with these conditions shall not receive standby compensation for the assigned standby assignment period and may be subject to disciplinary actions.

- 12.5 Change in Schedule. Employees assigned standby duty shall be permitted to obtain replacement coverage for their required standby duty assignment from among other qualified employees. Any change made to the assigned standby duty schedule must be approved in advanced by the Department Head or in the absence of the Department Head, the District Manager.
- 12.6 Sickness or Emergency. In the event of sickness or unexpected emergency causing an employee to be unavailable for a scheduled standby duty assignment, when no other personnel is available to take the unavailable employees standby duty period, the next regularly scheduled standby duty employee shall take the standby duty assignment until the scheduled standby duty employee returns to work. In this event, the regularly scheduled standby duty employee who was unavailable for duty shall take the next regularly scheduled standby duty period of the employee who assumed their standby duty assignment or as assigned by the Department Head.
- 12.7 Standby Duty Compensation. Standby duty assignment shall be compensated at the rate of seventeen and one-half (17.5) hours of regular straight time hourly rate of pay for the employee's regular job for a normal seven (7) day standby duty assignment period. Standby duty assignment for periods of time other than the normal seven (7) day period shall be compensated on a prorated basis at the rate of two and one-half (2.5) hours of regular straight time hourly rate of pay for the employees regular job for each twenty-four (24) hours of standby duty assignment. It is understood that standby duty compensation pursuant to this section shall include and represent complete compensation for all telecommuting activities performed while on standby duty assignment. Telecommuting shall be defined as a response by computer, telephone or other device from the employee's residence or other off duty location which does not require a physical return to duty. Solely for the purpose of this section, return to duty is defined as an event whereby an employee is required to physically return to a work site location (e.g. leave home or other off duty work location) in order to perform required duties. When an employee on standby duty assignment is required to physically return to duty, said employee shall be compensated from the time the employee leaves the residence or other off duty location, until the time the employee returns to their residence upon completion of the job duties; or, should the employee not return to their residence, upon completion of the job duties, whichever occurs first.

When an employee on standby duty assignment is required to physically return to work said employee shall be compensated with a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times the employees regular straight time hourly rate of pay or one and one half (1-1/2) times the actual hours worked, whichever is greater. There shall not be any duplication or pyramiding of payment under this section. An employee shall not be credited with more than one (1) two

(2) hour minimum guarantee for work performed during any two (2) hour period.  
See Section 4.22, Call Back Pay, of this MOU.

### SECTION 13 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

- 13.1 Regular Part Time Employees. Part-time regular employment status employees who are scheduled to work twenty (20) hours or more per week will be eligible for and shall receive the various benefits provided for in this MOU as follows:
- a. Leaves and Holidays. Annual leave and holiday benefits shall be determined on a pro-rata time basis taking into account the employee's number of regularly scheduled hours of work per week.
  - b. Insurance. Regular part-time employees shall receive no insurance benefits.
- 13.2 Advancement of Pay Levels Regular Part Time Employees. Regular part-time employees shall be eligible for consideration for advancement in pay levels in accordance with Section 4.3, Advancement of Pay Levels, of this MOU, based upon merit and a pro-rata time basis taking into account the employee's number of regularly scheduled hours of work per week.

### SECTION 14 - TIME TABLE FOR SUBMISSION OF REQUESTS

- 14.1 Priority of Negotiations. The Union has the right to expect the Employee Relations Officer to give high priority to these negotiations to ensure that employees are continuously covered by a MOU. If by mutual consent negotiations are delayed, the District and all employees covered by this MOU will continue to adhere to the last enacted MOU.

### SECTION 15 - MISCELLANEOUS

- 15.1 Outside Employment. In the event an employee covered by this MOU is self-employed or accepts employment other than the District which affects their duties under the terms of this MOU, said employee shall be considered to have resigned from the service of the District in the absence of evidence of extenuating circumstance. A leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment.
- 15.2 CalPERS Pre-Tax Payroll Deduction Plan. Pursuant to all applicable CalPERS rules and regulations, the District agrees to initiate a request to participate in the PERS Pre-Tax Payroll Deduction Plan for service credit purchase(s). It is expressly understood by both parties that authorization and approval of said plan is the jurisdiction of CalPERS.

- 15.3 Subcontracting. It is the general policy of the District to continue to utilize its employees to perform work they are qualified to perform. However, the District reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and improved work product or emergency. Except where an emergency situation exists, before the District changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the loss of employment for employees covered by this MOU, the District will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work.
- 15.4 Reopening of Agreement. During the term of this MOU either party may notify the other in writing of its desire to reopen this MOU, provided such reopening shall be solely limited to the consideration of a CalPERS contract amendment. It is understood and agreed that the parties shall discuss the shared costs associated with the implementation of any PERS contract amendment(s) for the modification of retirement contract coverage.
- 15.5 Entire Agreement. This MOU which establishes and authorizes wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A" attached hereto and incorporated within, completely supersedes and cancels all prior practices and agreements whether written or oral, howsoever the same may be expressed, which are contrary to or in conflict with this MOU including resolutions and ordinances of the Board of Directors, unless expressly stated to the contrary herein and this MOU is the complete and entire MOU between the parties and concludes collective bargaining for its term. The parties hereby acknowledge that during negotiation which resulted in this MOU, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this MOU. Therefore, both parties for the duration of this MOU, each voluntarily and unqualifiedly waive the right to bargain collectively and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this MOU, including the impact of the District's exercise of its rights as set forth herein on wages, hours, terms and conditions of employment.

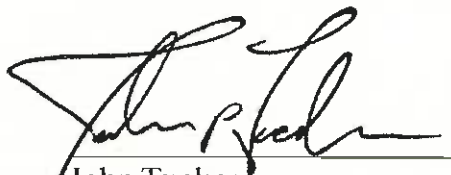
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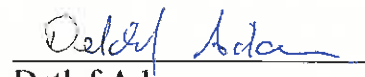
or covered in this MOU, including the impact of the District's exercise of its rights as set forth herein on wages, hours, terms and conditions of employment.

\* \* \* END \* \* \*

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 101**


  
John Tucker  
Business Agent

DATED: 1/29/15

  
Detlef Adam  
Chapter President

DATED: 01-29-2015

**SAN LORENZO VALLEY WATER DISTRICT**

  
Margaret Bruce  
President of the Board

DATED: 30 January 2015

  
Brian C. Lee  
District Manager

DATED: 01/29/2015

## **APPENDIX "A"**

### **CLASSIFICATIONS REPRESENTED BY UNION**

**CUSTOMER SERVICE/ACCOUNTS SPECIALIST  
CUSTOMER SERVICE FIELD COORDINATOR  
ELECTRICIAN/INSTRUMENTATION TECHNICIAN  
ENGINEERING TECHNICIAN  
FIELD SERVICES AND SYSTEM COORDINATOR  
FIELD SERVICES WORKER I  
FIELD SERVICES WORKER II  
NETWORK SPECIALIST  
SENIOR CUSTOMER SERVICE/ACCOUNTS SPECIALIST  
SENIOR FIELD SERVICES WORKER  
WATER TREATMENT AND SYSTEM OPERATOR**

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 22 (14-15)**

**SUBJECT:    SAN LORENZO VALLEY WATER DISTRICT BOARD OF  
               DIRECTORS POLICY MANUAL 2015**

WHEREAS, the Board of Directors has previously adopted a Policy Manual on December 5, 2013 by Resolution Number 15 (13 – 14); and

WHEREAS, the Board of Directors has reviewed the existing Policy Manual and determined that revisions are appropriate;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Board of Director's Policy Manual 2015 attached to the Staff Report of the District Counsel dated November 3, 2014, and Incorporated here shall constitute the San Lorenzo Valley Water District Board of Director's Policy Manual 2015, and that the previous Board of Director's Policy Manual 2014 adopted by Resolution Number 15 (13 – 14), is hereby superseded and no longer in force and effect.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of, California, on the 4th day of December, 2014, by the following vote of the members thereof:

AYES:            Brown, Bruce, Prather, Rapoza, Vierra

NOES:

ABSTAIN:

ABSENT:



---

Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District



SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 23 (14-15)**

**SUBJECT: RESOLUTION OF AWARD OF BID OF SURPLUS PROPERTY;  
APN 065-202-15**

WHEREAS, on August 6, 2009 the Board of Directors adopted Resolution No. 4 (09-10) declaring APN 065-202-15 as surplus property and authorized the District Manager to dispose of said parcel in accordance with the Resolution; and

WHEREAS, the District established a minimum bid price \$1,500.00 for the 1,500 square foot parcel; and

WHEREAS, notifications of certain public agencies as prescribed in California government code section 54220 et seq. was performed; and

WHEREAS, written notifications were performed as follows; to each continuous property owner of the District's intended to sell surplus property, notice of surplus property sale in the Santa Cruz Sentinel, notice of surplus property sale in the immediate area, and a notice of surplus property sale on the Districts web site; and

WHEREAS, as a result of a sealed bid process, the District received two sealed bids for APN 065-202-15, with the high bid totaling \$10,010.00 from Michael Schults;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the bid be awarded to Michael Schults totaling \$10,010.00 for surplus property APN 065-202-15 Redwood Drive, Felton.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of, California, on the 4th day of December, 2014, by the following vote of the members thereof:

AYES: Bruce, Prather, Vierra, Rapoza  
NOES:  
ABSTAIN: Brown  
ABSENT:



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 24 (14-15)**

**SUBJECT: RESOLUTION OF APPRECIATION FOR THE MEMBERS THE COMMUNITY  
OUTREACH CITIZENS ADVISORY COMMITTEE**

WHEREAS, on December 5, 2013, the San Lorenzo Valley Water District Board of Directors determined to engage a group of San Lorenzo Valley citizens to provide their input and perspective on various ways the District could improve community outreach and communication, and

WHEREAS, the group was empanelled in February, 2014 and served as a committee through 2014, and

WHEREAS, Charles Baughman (chairperson), Bryan Largay, Gene Ratcliffe (vice chair), Jim Coffis, Kevin Flavia, Larry Ford, M.C. Dwyer, Michele Mosher, Nina Moore and Lewis Farris all served as appointees to the committee, giving generously of their time, expertise, and insights, and

WHEREAS, the Committee recommended to the Board the pursuit of the Special District Leadership Foundation (SDLF) District Transparency Certificate of Excellence, and

WHEREAS, the Committee recommended and prepared a Customer Survey for the Board and District's use, and

WHEREAS, the Committee discussed and evaluated, with regard to multiple criteria, many methods for improving communications with the District, and

WHEREAS, the Committee prioritized those methods, bringing specific high priority recommendation to the Board.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District commends and thanks each member of the Community Outreach Citizens Advisory Committee for their dedication and their contributions to the Committee, the San Lorenzo Valley Water District and the larger San Lorenzo Valley community.

\*\*

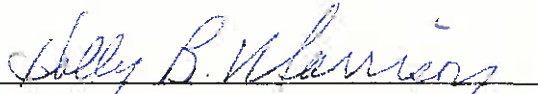
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 5<sup>th</sup> day of December, 2014 by the following vote of the members thereof:

AYES: Brown, Bruce, Prather, Rapoza, Vierra

NOES:

ABSTAIN:

ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 25 (14-15)**

**SUBJECT: SALE OF DISTRICT PROPERTY APN 090-194-14 AT  
1130 REBECCA DRIVE, BOULDER CREEK, CALIFORNIA**

WHEREAS, in 2010 the District acquired APN 090-194-14, generally located at 1130 Rebecca Drive, Boulder Creek, CA; and

WHEREAS, the expressed purpose for the acquisition was to reconfigure the acquired parcel (APN 090-094-14) with two existing District parcels (APNs 090-194-12 & 13) to facilitate reconstruction of the adjacent Nina Water Storage Tanks; and

WHEREAS, on June 6, 2013 the Board of Directors approved Resolution Number 38 (12-13) declaring APN 090-194-14 as surplus property;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorize and direct the District Manager to execute all necessary documents relative to the sale of District Property APN 090-194-14 generally located at 1130 Rebecca Drive, Boulder Creek, CA with final review and approval of the Board of Directors, all price & terms offers for sale of subject property, and

The Board of Directors approve 90 day listing contract with Century 21 Showcase Realtors, Ronnie Trubek, as the Districts listing agent, for Five Hundred Fifty Nine Thousand (\$559,000) dollars.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of, California, on the 18th day of December, 2014, by the following vote of the members thereof:

AYES: Bruce, Ratcliffe, **Hammer**, Brown

NOES:

ABSTAIN: Baughman

ABSENT:



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Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

# **SAN LORENZO VALLEY WATER DISTRICT**

## **RESOLUTION NO. 26 (14-15)**

**SUBJECT: SETTING REGULAR BOARD OF DIRECTORS MEETING DAYS FOR 2015 AS THE FIRST AND THIRD THURSDAY OF EVERY MONTH**

WHEREAS, California Government Code, Section 54954, establishes that the Board of Directors shall provide the time and place for holding regular meetings; and

WHEREAS, in the past the Board of Directors has determined regular meeting days based upon the availability of Board members; and

WHEREAS, the Board desires to continue the regular meeting days as the first and third Thursday of each month; and

WHEREAS, the first Thursday in January is a National and District holiday;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that effective January 1, 2015 the time and place for regular Board of Directors meeting is set for 7:30 p.m. on the first and third Thursday of every month at the District Operations Building, 13057 Highway 9, Boulder Creek, California, with the exception of January 1, 2015; or at such other facilities within the District boundaries as the Board may decide upon.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of, California, on the 18th day of December, 2014, by the following vote of the members thereof:

AYES: Brown, Baughman, Bruce, Ratcliffe, Hammer  
NOES:  
ABSTAIN:  
ABSENT:



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 27 (14-15)**

**SUBJECT:    SAN LORENZO VALLEY WATER DISTRICT SEXUAL HARASSMENT  
              POLICY 2015**

**WHEREAS, state and federal laws prohibit sexual harassment; and**

**WHEREAS, San Lorenzo Valley Water District is committed to ensuring and providing a work place free of sexual harassment; and**

**WHEREAS, the Board of Directors of the San Lorenzo Valley Water District have reviewed the San Lorenzo Valley Water District Sexual Harassment Policy for 2015; and**

**WHEREAS, District Legal Counsel has reviewed the San Lorenzo Valley Water District Sexual Harassment Policy for 2015:**


**NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the San Lorenzo Valley Water District Sexual Harassment Policy for 2015 is hereby adopted.**

**FURTHER BE IT RESOLVED that the San Lorenzo Valley Water District Sexual Harassment Policy shall be submitted annually to the District Counsel for review and to the Board of Directors for review and adoption in December for subsequent years.**

\*\*\*\*\*

**PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18th day of December 2014, by the following vote of the members thereof:**

**AYES:            Brown, Bruce, Ratcliffe, Hammer, Baughman  
NOES:  
ABSENT:  
ABSTAIN:**

  
\_\_\_\_\_  
Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
SEXUAL HARASSMENT POLICY 2015**

**Adopted: December 18, 2014**

**Resolution No. 27 (14-15)**

1. **PURPOSE.** It is legally mandated by state and federal laws that all employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940 et. seq. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is the policy of the San Lorenzo Valley Water District that sexual harassment is unacceptable and will not be condoned or tolerated. San Lorenzo Valley Water District is committed to a workplace free of unlawful discrimination and harassment.
2. **DEFINITION.** Sexual harassment is generally defined as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. Sexual harassment may be written, verbal, physical and/or visual.
3. **EXAMPLES.** Sexual harassment manifests itself in many forms. The following provides a partial list of offensive conduct which would constitute sexual harassment:
  - Written communications of a sexual nature, obscene letters, notes and/or invitations (this includes electronic formats).
  - Verbal conduct such as making or using derogatory comments, slurs, jokes or epithets.
  - Visual conduct such as leering, making sexual gestures, and/or displaying sexually suggestive objects, pictures, cartoons, calendars or posters.
  - Physical conduct such as touching, assaulting, impeding and/or blocking movements.
  - Sexual comments including graphic, verbal and/or visual commentary about an individual's body.
  - Sexually degrading words used to describe an individual.
  - Offering employment benefits in exchange for sexual favors (this may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).



- Unwanted sexual advances or propositions (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal).
- Implied, actual and/or threatened retaliation after negative response(s) to sexual advances.
- Implied, actual and/or threatened offering and/or withholding employment benefits in exchange for sexual favors, or if requests for sexual favors are not met.

4. **POLICY PUBLICIZING.** All District officers and employees shall be informed of the District's Sexual Harassment Policy and reporting process prior to their need to know. Also, said policy and reporting process shall be readily available to all officers, employees and members of the general public utilizing the District's facilities and services.

All new District officers and employees shall be given a copy of this Sexual Harassment Policy at the time of appointment or hiring. The contents of this policy shall be discussed with said officers and employees at said times by the responsible managing employee. All employees, at the time of hire, shall be required to sign an acknowledgment of this Sexual Harassment Policy stating that he or she has read the policy and knows its contents, including reporting procedures.

Whenever the Board of Directors adopts revisions to this Sexual Harassment Policy, the District Manager shall promptly distribute a copy of the revised policy to all officers and employees of the District.

At least annually, on or about June 15th of each calendar year, the District Manager shall distribute a copy of this Sexual Harassment Policy to all officers and employees of the District.

5. **SUPERVISORY EMPLOYEE EDUCATION AND TRAINING.** In accordance with California Government Code Section 12950.1, all supervisory employees of the District, at a minimum shall be provided no less than two (2) hours of sexual harassment education and training at least once every two (2) years. Solely for the purpose of this policy, supervisory employees shall be defined as individuals having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or effectively to recommend said actions. The District Manager shall designate supervisory employees for the purpose of this policy.
6. **REPORTING PROCEDURES.** Any officer or employee of the District or member of the public, who feels or believes that they have been or are being harassed by an officer or employee of the District is strongly encouraged to report such incident either verbally or in writing to the District Manager as promptly as feasible after the occurrence. Individuals who report an incident of alleged harassment can do so without fear of reprisal, regardless of the outcome of the report.
  - a) Any supervisory employee who receives, witnesses or becomes aware of an incident of alleged harassment shall immediately report the matter to the District Manager.

- b) Upon receipt of a report of alleged harassment by an officer of the District, the District Manager shall assign the investigation of the alleged misconduct to an outside party.
- c) Upon receipt of a report of alleged harassment by an employee of the District, the District Manager shall promptly conduct a thorough and impartial investigation of the incident. All reports shall be kept confidential to the extent possible. Witnesses to sexual harassment and victims of sexual harassment shall not be retaliated against in any way for making a report or cooperating in an investigation. Any incident of implied, actual and/or threatened retaliation should be reported as set out in this policy. The District Manager may assign the investigation of a report of alleged harassment to an outside party.
- d) In the event the report of alleged harassment involves the District Manager, the incident shall be reported to the President of the Board of Directors. Thereafter, the President of the Board of Directors shall be responsible for processing the investigation and appropriate necessary actions.
- e) Any person who initiates a report of an alleged incident of harassment shall have the right to be accompanied by advocates(s) when discussing the incident. Said person shall be advised of this right prior to the commencement of discussions.
- f) A written record of any investigation of an alleged incident of harassment shall be maintained.

7. **ENFORCEMENT PROCEDURES.** The District's Sexual Harassment Policy shall be enforced by the District Manager unless otherwise stated in this policy. Upon conclusion of the investigation of an alleged incident of harassment, if it has been determined that harassment has occurred in violation of this policy, the District may impose appropriate disciplinary action up to and including discharge.

- a) Officers and employees of the District who report harassment, and/or individuals cooperating in an investigation of a report of harassment shall be protected thereafter from any form of reprisal and/or retaliation regardless of the outcome of the report.
- b) Officers and employees of the District who knowingly make false reports will be subject to appropriate disciplinary actions.

-END OF POLICY-

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 28 (14-15)**

SUBJECT: RESPECTFUL WORKPLACE POLICY 2015

WHEREAS, San Lorenzo Valley Water District is committed to creating and sustaining a professional and respectful work and public service environment free from violence, discrimination, and other offensive or degrading conduct; and

WHEREAS, San Lorenzo Valley Water District desires a workplace which promotes and maintains an environment in which all members of the Board of Directors, employees and the public are treated with respect and dignity; and

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District is charged with the responsibility of establishing policies to guide the District; and

WHEREAS, District Legal Counsel has reviewed the San Lorenzo Valley Water District Respectful Workplace Policy for 2015; and

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District has reviewed and considered the San Lorenzo Valley Water District Respectful Workplace Policy for 2015;


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the San Lorenzo Valley Water District Respectful Workplace Policy for 2015 is hereby adopted.

FURTHER BE IT RESOLVED that the San Lorenzo Valley Water District Respectful Workplace Policy shall be submitted annually to the District Counsel for review and to the Board of Directors for review and adoption in December for subsequent years.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18th day of December 2014, by the following vote of the members thereof:

AYES:           Brown, Baughman, Bruce, Hammer, Ratcliffe  
NOES:  
ABSENT:  
ABSTAIN:

  
\_\_\_\_\_  
Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water  
District

## SAN LORENZO VALLEY WATER DISTRICT RESPECTFUL WORKPLACE POLICY 2015

Adopted: December 18, 2014  
Resolution No. 28 (14-15)

### Purpose

The intent of this policy is to provide and establish general guidelines about conduct that is, and is not appropriate in the workplace. San Lorenzo Valley Water District is committed to creating and sustaining a professional and respectful work and public service environment free from violence, discrimination, and other offensive or degrading remarks or conduct. A workplace which promotes and maintains an environment in which all members of the Board of Directors, employees, and the public are treated with respect and dignity. The District acknowledges that this policy cannot possibly predict all situations that might arise. The District also recognizes that conflicts or disagreements may occur. The District expects these issues to be resolved in a manner that contributes to a healthy and productive workplace.

### Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to District personnel including regular and temporary employees, volunteers, and Board of Directors.

### Abusive Customer Behavior

While the District has a strong commitment to customer service, the District does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including if necessary, ending the contact. If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

### Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful.

#### *Violent Behavior:*

Violent behavior includes the use of physical force, harassment, or intimidation.

#### *Discriminatory Behavior:*

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

*Disruptive and Disrespectful Behavior:*

Disruptive and disrespectful behavior is any conduct or behavior that disrupts civility and co-operation in the workplace and interferes with efficient and effective work flow.

Disruptive behavior is any behavior in the form of hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity and psychological or physical integrity. A single serious incident of such behavior that has a lasting harmful effect on an employee may also constitute disruptive and disrespectful behavior. Such behavior may include but is not limited to the following:

- Rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person.
- Abuse of authority where an employee uses authority unreasonably to interfere with another's performance.
- Non-constructive criticism addressed in such a way as to intimidate or undermine confidence.

Disruptive and disrespectful behavior is a serious offense, however it must be distinguished from an employee's legitimate right to:

- Express opinions freely and to support positions whether or not they are in agreement with those of other employees.
- Engage in honest differences of opinion with respect to work related issues that are discussed in appropriate forums.
- Engage in good faith constructive criticism of others.
- Comply with supervisory responsibilities to address concerns regarding the performance or competence of employees.

It is not possible to anticipate in this policy every example of offensive behavior.

Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the District, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the District Manager.

### ***Sexual Harassment:***

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### **Employee Response to Disrespectful Workplace Behavior**

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. The District encourages the prompt identification and resolution of alleged disrespectful workplace behavior by all involved and affected persons through collaborative efforts, but recognizes that such resolution may be impractical. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee shall immediately contact their supervisor or the District Manager.

### **Resolution Procedures**

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.



Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or District Manager. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten (10) business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, District Manager or Santa Cruz County Sheriff's Department.

#### Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two (2) business days to the District Manager, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview.

The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the District Manager about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.



**Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made directly to the District Manager who will assume the responsibility for investigation and discipline.

If the District Manager is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made directly to the District Counsel who will confer with the Board of Directors regarding appropriate investigation and action.

If a Board Member is perceived to be the cause of a disrespectful workplace behavior incident involving District personnel, the report will be made directly to the District Manager and referred to the District Counsel who will undertake the necessary investigation. The District Counsel will report his/her findings to the Board of Directors, which will take the action it deems appropriate.

Pending completion of the investigation, the District Manager may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

**Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

**Retaliation**

Consistent with the terms of applicable statutes and District personnel policies the District may discipline any individual who retaliates against any person who reports alleged violations of this policy. The District may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

*- END OF POLICY -*

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 29 (14-15)**

SUBJECT: PERSONNEL SYSTEM RULES AND REGULATIONS 2015

WHEREAS, on November 16, 2000 the Board of Directors of the San Lorenzo Valley Water District adopted Ordinance No. 99 entitled Establishment of Personnel System; and

WHEREAS, Section 5 of said Ordinance states the specific Personnel Rules and Regulations will be adopted by Resolution of the Board of Directors; and

WHEREAS, the Board of Directors determines it is in the public interest to establish and adopt Personnel System Rules and Regulations; and

WHEREAS, the representatives of all employee organizations were consulted in good faith regarding the subject matter of the Personnel System Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the San Lorenzo Valley Water District that the Personnel System Rules and Regulations for the San Lorenzo Valley Water District is hereby approved, a copy of which is incorporated by reference herein and made a part of this Resolution.

FURTHER BE IT RESOLVED that the Personnel System Rules and Regulations shall be submitted annually to the District Counsel for review and to the Board of Director for review and adoption at the first meeting in December for subsequent years.

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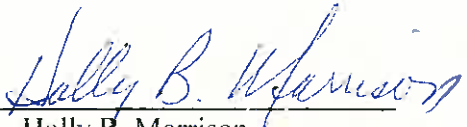
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18th day of December 2014, by the following vote of the members thereof:

AYES: Brown, Baughman, Bruce Ratcliffe, Hammer

NOES:

ABSTAIN:

ABSENT:

  
\_\_\_\_\_  
Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

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SAN LORENZO VALLEY WATER DISTRICT  
PERSONNEL SYSTEM  
RULES AND REGULATIONS 2015

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ADOPTED  
DECEMBER 18, 2014  
RESOLUTION NO. 29 (14-15)

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SAN LORENZO VALLEY WATER DISTRICT  
PERSONNEL SYSTEM RULES AND REGULATIONS

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**SECTION 1- GENERAL PROVISIONS**

1.1 General Provisions.

These Personnel System Rules and Regulations of the San Lorenzo Valley Water District are adopted pursuant to District Ordinance No. 99 dated November 16, 2000 and shall be known as the "Personnel System Policy" (hereinafter referred to as "Policy"), and may be cited and referred to herein as such.

1.2 Statement of Purpose.

The purpose of this Policy is to provide orderly, equitable and uniform procedures for administration of the personnel system.

1.3 Effect of Policy on Past Actions and Obligations.

This Policy which establishes rules and regulations for the administration of the personnel system completely supersedes and cancels all prior practices, policies and agreements whether written or oral, howsoever the same may be expressed, which are contrary to or in conflict with this Policy, including resolutions and ordinances of the Board of Directors, unless expressly stated to the contrary herein or expressly stated within a duly authorized and fully executed collective bargaining agreement by and between the District and a duly recognized employee organization prepared pursuant to the Government Code of the State of California (Section 3500 et. seq.). Notwithstanding the provisions of this Section, this Policy constitutes the complete and entire rules and regulations relative to this subject matter.

1.4 Severability.

If any provision, sentence, clause or phrase of this policy or the application of said provision, sentence, clause or phrase to any person or circumstance is for any reason held to be invalid or not in accordance with applicable provisions of Federal, State or local laws or regulation, the remainder of this policy, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.



1.5 Effect of Memorandum of Understanding.

Whenever the provisions of this Policy conflict with the provision of a duly authorized and fully executed collective bargaining agreement by and between the District and a duly recognized employee organization pursuant to the Government Code of the State of California (Section 3500 et. seq.), the provisions of the agreement shall prevail.

1.6 Fair Employment Practices.

All techniques or procedures used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which is not justifiably linked to successful job performance. The District Manager shall have the sole authority to make the final determination regarding which recruitment and/or selection techniques will be utilized for any given position or class.

1.7 District Manager Authority.

The District Manager shall have the authority to administer this Policy and may delegate any or all of the authorized powers and duties to his/her duly authorized representative(s) or designee(s), or may recommend that such powers and duties be performed under contract. The authority to appoint all officers and employees except those specifically excluded by Ordinance, to remove same and have general control and supervision over same is vested in the District Manager.

1.8 Definitions.

As used in this Policy, the following terms shall have the meanings indicated:

- a. "Advancement, means a salary increase within the limits of a pay range established for a class.
- b. "Allocation" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.
- c. "Class" means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

- d. "Competitive Service" means all positions of employment in the service of the District except those excluded by the personnel system ordinance.
- e. "Continuous Service" means an employee's length of continuous regular full-time or regular part-time service since their last date of hire, less any adjustments due to lay off, approved leaves of absence without pay or other breaks in service
- f. "Days" means calendar days unless otherwise stated.
- g. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.
- h. "Disciplinary Action" means the demotion, discharge, reduction in pay and/or written suspension or reprimand of a regular employee for just cause(s).
- i. "District" means the San Lorenzo Valley Water District, and, where appropriate herein, refers to any duly authorized representative(s) as herein defined.
- j. "District Manager" means the District Manager or his/her duly authorized representative or agent.
- k. "Eligible" means a person whose name is on an employment list.
- l. Eligible List:
  - (1) "Open Eligible List" means a list of names of persons who have taken an open competitive examination for a class in the competitive service and have qualified.
  - (2) "Promotional Eligible List" means a list of names of persons who have taken a promotional examination for a class in the competitive service and have qualified.
- m. Examination:

- (1) "Open Competitive Examination" means an examination for a particular class which is open to all persons meeting the qualifications for the class.
- (2) "Promotional Examination" means an examination for a particular class which is open only to employees of the District meeting the qualifications for the class.
- (3) "Continuous Examination" means an open competitive examination which is administered periodically and as a result of which names of qualified candidates are placed on an employment list, in order of final scores, for a period of not more than one (1) calendar year.

n. "Lay-Off" means the separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the Board of Directors for the above reasons or due to organization changes.

o. "Personnel Ordinance" means District Ordinance No. 99 which created a personnel system for the District.

p. "Position" means a group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.

q. "Probationary Period" means a period to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position.

r. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

s. "Provisional Appointment" means an appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles. In no instance shall a

provisional appointment exceed one (1) calendar year unless otherwise approved by the District Manager.

t. "Regular Employee., means an employee in the competitive service who has successfully completed the probationary period and has been retained as hereafter provided in these rules and regulations.

u. "Re-employment" means the restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served and resigned with good standing.

v. "Reinstatement" means the restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served and was laid off or demoted in accordance with the provisions of Section 11.

w. "Relief of Duty". means the temporary assignment of an employee to a status of leave with pay.

x. "Separation of Service" means the termination of employment by means of layoff, resignation or discharge.

y. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

z. "Temporary Employee" means an employee who is appointed to a non-regular position for a limited period of time and/or fixed by the duration of a specific project or an employee appointed to fill a position in the competitive service for a limited period of duration not to exceed one (1) calendar year unless otherwise approved by the District Manager.

aa. "Transfer" means the reassignment of an employee from one position to another position in the same class or in a comparable class.

## SECTION 2- CLASSIFICATION

### 2.1 Preparation of Plan.

The District Manager or a person or agency employed for that purpose, shall ascertain and record the duties and responsibilities of all positions in the competitive service and shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the competitive service defined by class specifications, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class.

### 2.2 Adoption, Amendment and Revision of Plan.

The classification plan shall be adopted by the District Manager and may be amended from time to time. During the process of adoption and consideration of amendment and revision of the classification plan all recognized employee organizations affected shall be advised. Amendments and revisions of the plan may be suggested by any interested party, including any recognized employee organization, and shall be submitted in writing to the District Manager.

### 2.3 Allocation of Positions.

Following adoption of the classification plan and consultation with any recognized employee organization affected, the District Manager shall allocate every position in the competitive service to one of the classes established by the classification plan.

### 2.4 New Positions.

A new position in the competitive service shall not be created until the classification plan has been amended to provide therefore and shall not be filled until an appropriate employment list has been established for such position.

### 2.5 Reclassification.

The District Manager may make periodic studies of the classification plan and make any changes deemed desirable. When the assigned duties and responsibilities of a position have changed

significantly so as to necessitate reclassification, whether new or already created, the position may be reclassified by the District Manager to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

2.6 Status of Reclassified Employees.

When occupied position(s) are reclassified pursuant to this Section the incumbent(s) shall be affected as follows:

- a. When the incumbent's status is regular employee, the incumbent(s) shall assume regular employee status in the new classification on such effective date without qualifying tests or probationary period.
- b. When the incumbent's status is probationary employee, the incumbent(s) must successfully serve the remainder of the probationary period to attain regular employee status.

**SECTION 3-APPLICATIONS AND APPLICANTS**

3.1 Announcement.

All examinations for classes in the competitive service shall be publicly advertised either by posting, by publication, or such other methods as the District Manager deems appropriate. Special recruiting shall be conducted, if necessary, to insure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making application; and other pertinent information.

3.2 Application Forms.

Applications shall be made in the manner as prescribed on the examination announcements and on such application forms designated by the District. Application forms may require information covering education, training, experience, references and other pertinent information. All applications must be signed by the person applying.



3.3 Qualification of Applicants.

All applicants for examination must meet the qualification standards set forth in the announcement.

3.4 Disqualification.

The District Manager shall have the authority to disqualify applicants, candidates, or eligibles consistent with the provisions of these rules. The following shall constitute grounds for disqualification of an applicant, candidate or eligible:

- a. Failure to meet any of the requirements or qualifications, as published in the announcement
- b. Fraudulent conduct or false statements by an applicant, or by others with his/her concurrence, on any application or any selection procedure.
- c. Conviction (including pleas of guilty or nolo contendere) of a felony if the District Manager determines that the conviction has a rational relationship to the position for which applicant is made. In making the determination, the District Manager shall consider the duties and responsibilities of the position, the nature of the conviction, and the circumstances surrounding the crime, and the candidate's record since the conviction. Any applicant who is disqualified for employment under this subsection may appeal the determination of disqualification. Such appeal shall be in writing and filed with the District Manager within fourteen (14) calendar days of the date of the notice of disqualification. The District Manager shall hear and determine the appeal within thirty (30) calendar days after it is filed. The determination of the District Manager on the appeal is final.

3.5 Notice of Qualification.

All applicants and candidates shall be sent written notice of acceptance or rejection of their application and the results of their examination. Said notice shall be mailed to the address of record on the application filed for the examination.



## SECTION 4- EXAMINATIONS

### 4.1 Examination Process.

The selection techniques used in the examination process shall be impartial and related solely to those subjects which will test fairly the qualifications of candidates and fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential job requirements of the class, covering only factors related to such job requirements. The District Manager shall have the sole authority to make the final determination regarding which test or combination of tests will be utilized in the examination process for any given position or class. Examinations shall consist of job related selection techniques such as, but not necessarily limited to, achievement tests, written tests, performance tests, oral tests, physical agility tests, evaluation of daily work performance, work samples, or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process.

### 4.2 Examination Administration.

The District Manager shall be responsible for the administration and scoring of all selection examinations. The District Manager shall have the sole authority to set minimum qualifying scores for each phase of the selection examination process. Applicants or candidates failing to achieve the qualifying score in any phase of the examination process shall be disqualified from further participation in the examination process. The final score of a candidate shall be based upon the compilation of all examinations in the selection examination process. Two or more candidates with the same final score shall be given the same rank on the eligibility list. The rank following the tie shall be left vacant.

### 4.3 Promotional Examinations.

Promotional examinations may be conducted whenever the needs of the service require. Promotional examinations may include any of the selection techniques mentioned in Section 4.1 of this Policy or any combination thereof. Only regular, probationary, provisional or temporary employees of the District who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations. The District Manager shall have the sole

authority to make the final determination when the services of a promotional examination will be utilized for any given position or class.

4.4 Open Competitive Examinations.

Open competitive examinations may be administered for a single position or class, as the needs of the service require. Names of qualified candidates may be placed on an eligible list, and shall remain on said list, as prescribed in Section 5 of this policy.

4.5 Continuous Examinations.

At the discretion of the District Manager open or promotional continuous examinations may be administered periodically, as the needs of the service require. Names of qualified candidates may be placed on an eligible list in the order of final scores and shall remain on said lists for a period of not more than one (1) year.

4.6 Contract for Examinations.

The District may contract with any competent public or private agency or qualified individual(s) for the preparing and/or administering of examinations. In the absence of such a contract, the District Manager shall see that such duties are performed. The District Manager shall arrange for the use of public buildings and equipment for the conduct of examinations.

4.7 Review of Examinations.

All candidates and eligibles shall have the right to inspect their own test answer sheet within seven (7) calendar days after the notifications of examination results. Any error in computation, if called to the attention of the District Manager within this period, shall be corrected. Such corrections shall not, however, require invalidation of appointments previously made.

## SECTION 5-ELIGIBLE LISTS

5.1 Eligible Lists.

As soon as possible after the completion of an examination, the District Manager shall prepare and maintain an eligible list consisting of the names of candidates who qualified in the examination.

5.2 Duration of Lists.

Eligible lists shall become effective on the date certified by the District Manager and shall remain in effect for a period of one (1) calendar year from said date unless exhausted or abolished by the District Manager, whichever occurs first. The District Manager may establish a new eligible list pursuant to the provision of Section 6.3 of this Policy.

5.3 Removal of Names from Lists.

The name of any person appearing on an eligible, re-employment or promotional list shall be removed by the District Manager if the eligible candidate requests in writing that the name be removed or if the eligible candidate fails to respond within seven (7) calendar days to a notice mailed to the last designated address. The person affected shall be notified of the removal of the name by a notice mailed to the last known address. The names of persons on promotional employment lists who resign from the service of the District shall automatically be dropped from such lists.

## **SECTION 6- FILLING OF VACANCIES**

6.1 Types of Appointment.

The District Manager may fill a vacancy in the competitive service by transfer, demotion, reinstatement, or re-employment, or from persons from an appropriate eligible list, if available. In the absence of persons eligible for appointment in these ways the District Manager may make a provisional appointment pursuant to Section 6.5 of this Policy. The District Manager may make a temporary appointment pursuant to Section 6.6 of this Policy. All vacancies shall be filled in accordance with the provisions of this Section.

6.2 Competitive Service Vacancy.

When a vacancy exists in the competitive service the District Manager shall fill the vacancy in the following order:

- 1) From eligibles on a reinstatement list, if available.
- 2) From eligibles on an existing promotional eligible list, if available.
- 3) From eligibles on an existing open employment list, if available.
- 4) Announcement and examination process.

6.3 Certification of Eligibles.

When a vacancy is to be filled by appointment from an open eligible list or from a promotional eligible list, the District Manager shall certify from the specified list the names of the three (3) most highly qualified candidates available for appointment. If there are fewer than three (3) names available for appointment the District Manager may make an appointment from among such certified eligibles or may establish a new list. When a new list is to be established the District Manager shall conduct a new announcement and examination process.

6.4 Appointment.

After interview and inquire, the District Manager shall make appointments from among those certified. The person accepting appointment shall report to the District Manager, or the District Manager's duly designated representative(s), for processing on or before the date of appointment. If the applicant accepts the appointment and reports for duty within the prescribed time the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

6.5 Provisional Appointment.

In the absence of there being names of individuals willing to accept appointment from appropriate eligible lists, the District Manager may make a provisional appointment of a person meeting the minimum training and experience qualifications for the position. Such an appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion or discharge of an employee. A provisional employee may be removed at any time without cause and without the right of grievance, hearing, or appeal. No provisional appointment shall exceed a time period of one (1) calendar year, unless otherwise approved by the District Manager.

6.6 Temporary Appointment.

Temporary appointments may be made by the District Manager to fill a non-regular employment status position for a limited period of time and/or fixed by the duration of a specific project; or to fill a position in the competitive service for a limited period of duration not to exceed one (1) calendar year, unless otherwise approved by the District Manager.

## **SECTION 7- PROBATIONARY PERIOD**

### **7.1 Probationary Period.**

All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than six (6) calendar months of actual service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work, the employee's ability to work with other employees, and for securing the most effective adjustment of a new employee to their position. Time spent on leave without pay shall not count toward completion of the probationary period. The probationary period may be extended at the discretion of the District Manager. Extension of the probationary period shall be for appropriate circumstances and for a specific period of time up to and including six (6) months. No such extension shall exceed six (6) additional months, and no further extensions shall be granted. If the service of a probationary employee has been satisfactory said employee shall be certified in writing for regular employee status. Regular employee status shall begin with the day following the expiration date of the probationary period. During the probationary period an employee may be recommended for rejection at any time without cause and without right of grievance, hearing or appeal. The District Manager shall provide all probationary employees with written notification regarding the status of the probation period.

### **7.2 Rejection Following Promotion.**

Any employee rejected during the probationary period following a promotional appointment shall be given the opportunity to be reinstated to a position in the class from which the employee was promoted. If there is no vacancy in such position, the employee may request to be placed on a reinstatement list. Such opportunity will not be given if the employee is discharged pursuant to disciplinary action under these rules and regulations.

## **SECTION 8- COMPENSATION**

### **8.1 Preparation of Compensation Schedule.**

The District Manager, or a person or agency employed for that purpose, shall prepare a compensation schedule consisting of a schedule of salary ranges allocated to each class in the position classification plan.



The compensation schedule shall also include a schedule of hourly wage rates applicable to positions which are not in the competitive service.

8.2 Adoption, Amendment and Revision of Compensation Schedule.

The compensation schedule shall be adopted and may be amended or revised from time to time by resolution of the Board of Directors. Amendments or revisions to the compensation schedule may be suggested by any interested party and shall be submitted in writing to the District Manager.

8.3 Schedule of Salary Ranges.

The compensation schedule shall be an integrated schedule consisting of seven (7) step salary ranges with a five percent (5%) differential between steps in each range.

**SECTION 9- TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT**

9.1 Transfer.

Transfer is defined as the reassignment of an employee from one position to another position in the same or in a comparable class. The District Manager may transfer an employee from one position to another position in the same class or in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the personnel ordinance or these rules and regulations. No person shall be transferred to a position for which that person does not possess the minimum qualifications.

9.2 Promotion.

Promotion is defined as the movement of an employee from one class to another class having a higher maximum base rate of pay. Insofar as consistent with the best interests of the District all vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

The District Manager may fill a vacancy in the competitive service by an open competitive examination instead of promotional examination, in which event the District Manager shall arrange for an open competitive examination and for the preparation and certification of an open competitive eligible list.

9.3 Demotion.

Demotion is defined as the movement of an employee from one class to another class having a lower maximum base rate of pay. The District Manager may demote an employee for disciplinary purposes in accordance with Section 10 of this Policy. In addition, upon written request of an employee, and with written approval of the District Manager a voluntary non-disciplinary demotion may be made to a vacant position. No employee shall be demoted to a position who does not possess the minimum qualifications.

9.4 Suspension.

The District Manager may suspend an employee from a position for a disciplinary purpose in accordance with Section 10 of this policy. Suspension without pay shall not exceed thirty (30) calendar days.

9.5 Re-employment.

With approval of the District Manager, a regular employee who has resigned with good standing may be re-employed within one (1) year of the effective date of resignation, to a vacant position in the same or comparable class. Upon re-employment, the employee may be subject to the probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, annual leave, or other benefits except on the specific recommendation of the District Manager at time of re-employment.

**SECTION 10- DISCIPLINARY ACTION**

10.1 Policy.

Prior to demotion, discharge, reduction in pay, reprimand or suspension of a regular employment status employee for disciplinary purposes, the District Manager shall comply with the procedures set forth in this Policy.



#### 10.2 Notification of Disciplinary Action.

The District Manager may take disciplinary action for just cause against any employee who has completed their probationary period by notifying the employee of the action in writing. Employees who have not completed their probationary period pursuant to Section 7 of this Policy may be terminated at any time for any cause, without prior notice and without right of grievance, hearing or appeal. Notification of intended disciplinary action must be in writing and served on the employee in person or by registered mail at least seventy-two (72) hours prior to the effective date of the intended disciplinary action, except in an emergency situation. The notice must be included in the employee's personnel file, and shall include:

- a. Nature of Action. A statement of the nature of the disciplinary action. Disciplinary action is defined as demotion, discharge, reduction in pay, letters of reprimand and/or suspension.
- b. Effective Date. The effective date of action, which shall be at least seventy-two (72) hours after notice of intended discipline, is served on the employee, except in an emergency situation.
- c. Basis for Action. A statement in ordinary and concise language of the act or the omissions upon which the disciplinary action is based.
- d. Representation. A statement that any employee may be represented by any representative of the employee's choosing relative to disciplinary action. The employee shall provide written notice to the District Manager relative to designated representation.
- e. Entitlement to Meet with District Manager. A statement that the employee has the right to respond orally or in writing to the charges prior to said disciplinary action being taken. The employee shall advise the District Manager of the request for a meeting within seventy-two (72) hours after receiving the notice. If, at the employee's option, there is no meeting, the District Manager shall advise the employee in writing within five (5) calendar days after the seventy-two (72) hour period expires, of his/her decision regarding the intended disciplinary action.

#### 10.3 Employee Review.

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practicable, the employee shall be supplied with a copy of the documents.

10.4 Relief of Duty.

Notwithstanding the provisions of this Section, the District Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or opportunity to respond as may be required to determine if disciplinary action is to be taken.

**SECTION 11 -LAYOFF POLICY AND PROCEDURE**

11.1 Statement of Intent.

The District shall have the sole right and authority to determine when it is necessary to abolish any position(s) or employment in the interest of economy or efficiency, changes in duties or organization or any other reasons determined to be in the best interest of governmental operations. The Board of Directors may abolish any position(s) or employment for the purposes stated herein and the District Manager shall have the authority to layoff, demote or transfer the employee(s) holding such position(s) or employment pursuant to this Section without disciplinary action and without right of grievance, hearing or appeal.

11.2 Notification.

Employees to be laid off or displaced pursuant to this Section shall be given, whenever possible, at least thirty (30) calendar days prior written notice.

11.3 Order of Separation.

Layoffs and/or reductions in employment shall be made by classification. A classification is defined as a position or number of positions having the same title, job description and salary. Whenever in the judgment of the District layoffs and/or a reduction in employment are deemed necessary, the order of layoff within the affected layoff classification(s) shall be as follows:

- (a) Temporary employees;
- (b) Provisional employees;
- (c) Part time employees;
- (d) Probationary employees; and

- (e) In the event of further layoff(s) or reduction in employment, employees will be laid off from the affected classification(s) in accordance with seniority pursuant to this Section.

11.4 Demotion Procedures Due to Reduction in Force.

Except as otherwise provided pursuant to this Section, whenever there are layoffs or reductions in employment, the District Manager shall first demote to a vacancy if any, in the same or lower classification in the same class series which the employee(s) who are scheduled for layoff meet the minimum employment standards. Employees with the least seniority pursuant to Section 11.7 shall be demoted first. All employees demoted pursuant to this Section shall have their names placed on the classification reinstatement eligible list.

11.5 Displacement Due to Reduction in Force.

Displacement is defined as the movement in layoff(s) or reduction(s) in employment of an employee to an equal or lower classification (as determined by maximum base rate of pay) on the basis of seniority. An employee cannot displace to a higher classification. Any employee in the competitive service affected by layoff(s) or reduction(s) in employment shall have the right to displace an employee who has less seniority in the same classification or in a lower classification in the same class series. Any employee displaced pursuant to the Section if applicable may in the same manner displace another employee within the same classification or in a lower classification in the same class series.

11.6 Displacement Procedures.

In order to exercise displacement rights, an employee must have more seniority than at least one of the incumbent employees in the retreat classification(s) and request displacement action in writing to the District Manager within seven (7) calendar days of receipt of notice of layoff or reduction of employment. Employees who exercise displacement rights and retreat to an equal or lower classification shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the classification from which the employee was laid off. Employees who retreat to a lower classification in the same class series shall serve a probationary period pursuant to Section 7.1 of this Policy unless they have previously successfully completed a probationary period for said classification.

11.7 Seniority for Purpose of Reduction in Force.

For the purpose of this Section seniority shall be defined as an employee's length of continuous regular full time service and/or part time service (pro-rated) at or above the classification level where layoff is to occur. If the above factor is equal, the date regular employment status with the District is achieved shall be determinative. If the foregoing factor is equal, the employee's position on the eligible list shall be determinative.

11.8 Reinstatement List.

The names of persons laid off or demoted in accordance with provisions of this Section shall be entered upon a reinstatement list. Lists from different departments or at different times for the same class of position shall be combined into a single list. The District Manager shall use such list when a vacancy arises in the same or lower classification in the same series before certification is made from an eligible list. Names shall be placed on reinstatement lists in order of their seniority in the classification with the highest seniority in the class being at the top of the reinstatement list.

11.9 Duration of Reinstatement List.

Names of persons laid off or demoted shall be carried on a reinstatement list for a period of one (1) calendar year, except that persons appointed to permanent positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reinstatement shall be dropped from the list. Persons reinstated in a lower class, or on a temporary basis, shall be continued on the reinstatement list for the higher position for the one (1) year period.

**SECTION 12-SEPARATION FROM SERVICE**

12.1 Discharge.

An employee in the competitive service may be discharged at any time by the District Manager. Disciplinary discharge action shall be in accordance with Section 10 of this policy.

12.2 Resignation.

An employee wishing to leave the competitive service in good standing shall file with the District Manager a written resignation stating the effective date and reasons for leaving at least fourteen (14) calendar

days before leaving the service, unless such time limit is waived by the District Manager.

### **SECTION 13-ADMINISTRATIVE LEAVES, REPORTS AND RECORDS**

#### **13.1 Attendance.**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the District Manager in the form and on the dates so specified.

#### **13.2 Military Leave.**

Military leave and regulations for payment pertaining thereto shall be in accordance with the provisions of the Military and Veterans Code of the State of California.

#### **13.3 Leave of Absence Without Pay.**

The District Manager, at his/her sole discretion, may grant a regular or probationary employee a leave of absence without pay for a period of time not to exceed six (6) months. No such leave of absence without pay shall be granted except upon written request of the employee setting forth the reason for the request, and the written approval of the District Manager. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time leave was granted.

#### **13.4 Failure to Return.**

Any employee who fails to return to duty at the time specified on application of authorized annual, sick, maternity, or other leaves of absence shall be considered to have resigned from service with the District in the absence of evidence of extenuating circumstances.

#### **13.5 Jury Duty.**

Every employee in the competitive service of the District who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call.

The employee's normal pay shall be lowered by the amount of pay received for jury duty.

13.6 Personnel Records.

The District Manager shall maintain a service or personnel record for each employee in the service of the District showing the name, title of position held, the department to which assigned, salary, changes in employment status and such other information as maybe considered pertinent by the District Manager.

13.7 Change of Status Report.

Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of an employee shall be reported in writing to the employee by the District Manager in such manner as he/she may prescribe.

**SECTION 14-MISCELLANEOUS**

14.1 Safety.

All employees of the District shall be responsible for following the general safety guidelines of the District, as well as any additional safety regulations which are defined by the employees' work area or position. Any variance or refusal to comply with these guidelines shall result in disciplinary action up to, and including, discharge, in accordance with these rules and regulations.

14.2 Identification Cards, Badges, or Insignia.

No employee in the service of the District who uses an identification card, badge, or insignia as either evidence of the employee's position or authority shall allow it to be used by any other individual nor shall the employee use it in any way to advance a private interest. All identification cards, badges, or insignia issued by the District shall be turned in to the District Manger upon change of status within the competitive service or termination of employment.

- END-



**SAN LORENZO VALLEY WATER  
DISTRICT RESOLUTION NO. 30 (14-15)**

**SUBJECT: SAN LORENZO VALLEY WATER DISTRICT BOARD  
OF DIRECTORS STANDING COMMITTEES 2015**

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District adopted Resolution No.16 (13-14) entitled "San Lorenzo Valley Water District Board of Directors Standing Committees 2014"; and

WHEREAS, said resolution states that standing committees of the Board of Directors shall be established by resolution; and

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District has determined the need to establish seven (7) standing committees: Environmental Committee, Facilities and Planning Committee, Finance Committee, Legislation Committee, Lompico County Water District Liaison Committee, Personnel Committee, and Public Relations Committee; and

WHEREAS, the Board of Directors has determined that the powers and duties of each standing committee is to act in an advisory capacity and make recommendations to the Board for any action or the establishment of policy; and

WHEREAS, the Board of Directors has determined that the purpose of said standing committees shall be in accordance with and based upon the Statement of Purpose and Function hereto attached as Exhibit A and by reference incorporated herein;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the following standing committees of the San Lorenzo Valley Water District Board of Directors are hereby established: Environmental Committee, Facilities and Planning Committee, Finance Committee, Legislation Committee, Lompico County Water District Liaison Committee, Personnel Committee, and Public Relations Committee.

\*\*\*\*\*

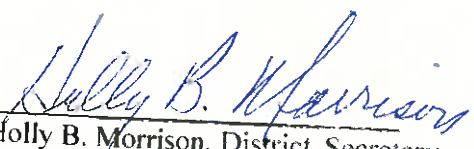
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18th day of December, 2014, by the following vote of the members thereof:

AYES: Brown, Bruce, Ratcliffe, Hammer, Baughman

NOES:

ABSTAIN:

ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District



## EXHIBIT A

### RESOLUTION NO. 30 (14-15)

#### SAN LORENZO VALLEY WATER DISTRICT

#### STATEMENT OF PURPOSE AND FUNCTION STANDING COMMITTEES

##### 1) STANDING COMMITTEES

There shall be established the following standing committees. Each standing committee shall have a specific statement of purpose and function, which shall be periodically re-examined by the Board of Directors. Standing Committees shall have no power or authority to commit the District or to take any action on behalf of the Board of Directors. Each standing committee shall identify and develop a scope of work, within the jurisdiction and area of responsibility, as designated by the Board of Directors. Standing committees shall hold meetings at such times as deemed necessary by consensus of the committee members.

##### A. ENVIRONMENTAL COMMITTEE

The Environmental Committee shall have the following purposes and functions:

1. Act in an advisory capacity and make recommendations to the Board of Directors upon request in all matters pertaining to the Districts environment and natural resources.
2. Act in an advisory capacity and make recommendations to the Board of Directors in the development of policies, programs and activities which could have an impact on the environment.
3. Act in an advisory capacity and make recommendations to the Board of Directors in the development of a watershed master plan.

##### B. FACILITIES AND PLANNING COMMITTEE

The Facilities and Planning Committee shall have the following purposes and functions:

1. Act in an advisory capacity and make recommendations to the Board of Directors upon request in all matters pertaining to the Districts strategic master planning activities and capital improvements.
2. Act in an advisory capacity and make recommendations to the Board of Directors regarding the development of short and long range programs, activities and improvement projects.
3. Act in an advisory capacity and make recommendations to the Board of Directors regarding the District's Capital Improvement Program.

### C. FINANCE COMMITTEE

The Finance Committee shall have the following purposes and functions:

1. Act in an advisory capacity and make recommendations to the Board of Directors upon request in all matters pertaining to the Districts financial activities.
2. Act in an advisory capacity and make recommendations to the Board of Directors regarding the annual independent audit.
3. Act in an advisory capacity and make recommendations to the Board of Directors regarding the setting of financial priorities and fiscal reserves.
4. Act in an advisory capacity and make recommendations to the Board of Directors regarding the annual budget.
5. Act in an advisory capacity and make recommendations to the Board of Directors regarding rates and fees.
6. Act in an advisory capacity and make recommendations to the Board of Directors regarding investment activities.

### D. LEGISLATION COMMITTEE

The Legislation Committee shall have the following purposes and functions:

1. To review and discuss proposed legislative and proposed legislative and propositions, and to provide information as to impacts on the District.
2. Act in an advisory capacity and make recommendations to the Board of Directors regarding the Districts positions on legislative and propositions.
3. Act in an advisory capacity and make recommendations to the Board of Directors regarding proposed California Special Districts Association (CSDA) positions on various legislation and propositions.

### E. LOMPICO LIAISON COMMITTEE

The Lompico Liaison Committee shall have the following purposes and functions:

1. Act as representation of the Board of Directors during meetings with representatives of the Lompico County Water District relative to consideration of a proposed consolidation of Lompico County Water District.
2. Act in an advisory capacity and make recommendations to the Board of Directors regarding a proposed consolidation of Lompico County Water District.

### F. PERSONNEL COMMITTEE

The Personnel Committee shall have the following purposes and functions:

1. Act in an advisory capacity and make recommendations to the Board of Directors upon request in all matters pertaining to District staffing levels and succession planning.

2. Act in an advisory capacity and make recommendations to the Board of Directors in the development of policies, programs and activities which could have an impact on District staffing levels and succession planning.

## PUBLIC RELATIONS COMMITTEE

The Public Relations Committee shall have the following purposes and functions:

1. Act in an advisory capacity and make recommendations to the Board of Directors upon request in all matters pertaining to District public relations.
2. Act in an advisory capacity and make recommendations to the Board of Directors regarding the development of short and long range public relations goals.
3. Act in an advisory capacity and make recommendations to the Board of Directors regarding communication programs and activities.

## 2. STAFF TO COMMITTEES

The District Manager shall designate staff for each standing committee, who shall prepare the agenda, provide proper notice and provide administrative support to the committee.

-END-

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 31 (14-15)**

**SUBJECT: RESOLUTION OF APPRECIATION FOR DIRECTOR PRATHER**

WHEREAS, on December 3, 1998 Lawrence Prather was elected to the Board of Directors of the San Lorenzo Valley Water District; and

WHEREAS, Director Prather faithfully and continuously served in his capacity as a Board of Director San Lorenzo Valley Water District for a period of 16 years; and

WHEREAS, Director Prather was dedicated to the proper management and protection of the District's Watershed Property and the environmental health of the entire San Lorenzo River Watershed; and

WHEREAS, Director Prather was deeply involved in District issues and projects including the sale of the District's Waterman Gap property to Sempervirens Fund; Molasky Creek Watershed acquisition; Felton Water System acquisition; Education Program; and numerous other projects; and

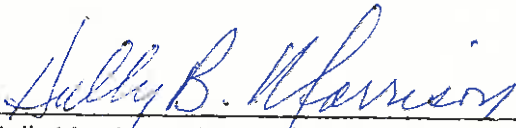
WHEREAS, Director Prather is truly deserving of special honors and the highest commendations for service provided to the San Lorenzo Valley Water District;

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that Lawrence Prather be commended and thanked for his 16 years of dedicated service, that he has the respect of all who have worked with him and that his efforts and dedication will be sorely missed.

\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18<sup>th</sup> day of December, 2014 by the following vote of the members thereof:

AYES:               Baughman, Bruce, Ratcliffe, Hammer, Brown  
NOES:  
ABSTAIN:  
ABSENT:

  
\_\_\_\_\_  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 32 (14-15)**

**SUBJECT: RESOLUTION OF APPRECIATION FOR DIRECTOR RAPOZA**

WHEREAS, on James Rapoza was first elected to the Board of Directors of the San Lorenzo Valley Water District on December 2, 1985; and

WHEREAS, Director Rapoza faithfully served in his capacity as a Board of Director San Lorenzo Valley Water District for a period of 25 years; and

WHEREAS, Director Rapoza served as the San Lorenzo Valley Water District's regular voting member on Local Agency Formation Commission (LAFCO) since December 6, 2000; and

WHEREAS, Director Rapoza was deeply involved in District issues and projects including the sale of the District's Waterman Gap property; Molasky Creek Watershed acquisition; Felton Water System acquisition; North Boulder Creek Annexation; Education Program; and numerous other projects; and

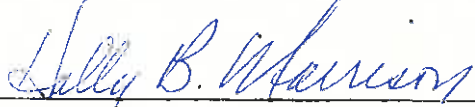
WHEREAS, Director Rapoza is truly deserving of special honors and the highest commendations for service provided to the San Lorenzo Valley Water District;

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that Jim Rapoza be commended and thanked for his 25 years of dedicated service, that he has the respect of all who have worked with him and that his efforts and dedication will be sorely missed.

\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18<sup>th</sup> day of December, 2014 by the following vote of the members thereof:

AYES:           Baughman, Bruce, Ratcliffe, Hammer, Brown  
NOES:  
ABSTAIN:  
ABSENT:

  
\_\_\_\_\_  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 33 (14-15)**

**SUBJECT: RESOLUTION OF APPRECIATION FOR DIRECTOR VIERRA**

WHEREAS, on December 15, 1994 Terry Vierra was elected to the Board of Directors of the San Lorenzo Valley Water District; and

WHEREAS, Director Vierra faithfully and continuously served in his capacity as a Board of Director San Lorenzo Valley Water District for a period of 20 years; and

WHEREAS, Director Vierra was dedicated to the proper management and fiscal responsibility of San Lorenzo Valley Water District; and

WHEREAS, Director Vierra was deeply involved in District issues and projects including the sale of the District's Waterman Gap property; Molasky Creek Watershed acquisition; Felton Water System acquisition; North Boulder Creek Annexation; Education Program; and numerous other projects; and

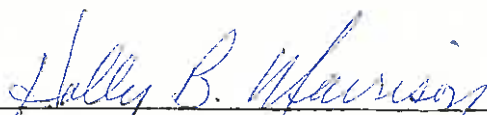
WHEREAS, Director Vierra is truly deserving of special honors and the highest commendations for service provided to the San Lorenzo Valley Water District;

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that Terry Vierra be commended and thanked for his 20 years of dedicated service, that he has the respect of all who have worked with him and that his efforts and dedication will be sorely missed.

\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 18<sup>th</sup> day of December, 2014 by the following vote of the members thereof:

AYES:           Baughman, Bruce, Ratcliffe, Hammer, Brown  
NOES:  
ABSTAIN:  
ABSENT:

  
\_\_\_\_\_  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

# **SAN LORENZO VALLEY WATER DISTRICT**

## **RESOLUTION NO. 34 (14-15)**

**SUBJECT: 1130 Rebecca Drive, Boulder Creek, CA – APN 090–194–14**

WHEREAS, 1130 Rebecca Drive, Boulder Creek, CA – APN 090–194–14 has previously been the subject of a Residential Purchase Agreement executed by James A Mueller, District Manager for the San Lorenzo Valley Water District on October 10, 2010; and

WHEREAS, The Board of Directors of the San Lorenzo Valley Water District now desire to ratify that agreement; and

WHEREAS, an offer from Jose and Kayline Martinez for purchase of 1130 Rebecca Drive, Boulder Creek, CA APN 090–194–17 for an amount of \$586,000 has been presented to the Board of Directors; and

WHEREAS, the Board of Directors now desire to accept the offer;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that the purchase of real property described as APN 090– 194–14 by the San Lorenzo Valley Water District as set out in the Residential Purchase Agreement dated October 10, 2010 and incorporated by this reference is hereby ratified and affirmed; and

IT IS FURTHER RESOLVED that the San Lorenzo Valley Water District sell the above-described property to Jose and Kayline Martinez in accordance with the terms and provisions of the Residential Purchase Agreement submitted to the Board and considered and approved at the Special Meeting of the Board on January 9, 2015 and incorporated by this reference; and

IT IS FURTHER RESOLVED that the President of the Board of Directors shall execute the Residential Purchase Agreement executed by Jose and Kayline Martinez on behalf of the San Lorenzo Valley Water District.


PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 9th day of January, 2015 by the following vote of the members thereof:

AYES: Brown, Baughman, Bruce, Ratcliffe

NOES:

ABSTAIN:

ABSENT: Hammer

  
\_\_\_\_\_  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District



SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 35 (14-15)**

SUBJECT: DESIGNATING AND AUTHORIZING PERSONS TO SIGN FOR DISTRICT CHECKING, SAVINGS, AND INVESTMENT ACCOUNTS

WHEREAS, the District is required to place funds in institutions in order to pay bills, collect funds, and for investment purposes; and

WHEREAS, from time to time the District designates certain persons for the purpose of signing on these accounts; and

WHEREAS, the principal persons who work on these accounts are the District Manager and the Finance Manager; and

WHEREAS, it is appropriate to designate the Director of Operations and the Administrative Environmental Analyst as back-up signers should the principal signers be unavailable when needed;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that:

1. That the Water District has established accounts with Wells Fargo Bank, Liberty Bank, Local Agency Investment Fund (LAIF), Bank of America, California Bank & Trust, and Morgan Stanley and that the Acting District Manager and Finance Manager are authorized to open these accounts.
2. That any of the following persons may sign checks or other instruments withdrawing or transferring funds from said accounts: Brian Lee, District Manager, Rick Rogers, Director of Operations and Stephanie Hill, Finance Manager. In the event two of the above individuals are physically not available that day, Jennifer Michelsen, Admin/Environmental Analyst, is also an authorized signer.
3. That said institutions may honor and pay all checks or other instruments signed in accordance with this resolution and that said institutes may also accept for deposit checks or other instruments payable to the District, whether they are endorsed in writing or by stamp.
4. That it shall be an internal policy of the San Lorenzo Valley Water District that all written transactions shall require 2 signatures of review. Please see the Internal Signature Policy for further definition.

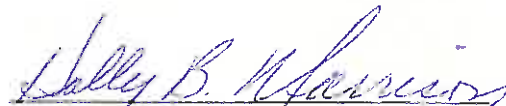
5. That the District is authorized to request incoming and outgoing fund transfer to said institutions and accounts.

6. That each of the foregoing statements shall continue in full force and effect until said institutions have received expressed written notice, from the District, of its rescission or modification.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 15th day of January, 2015 by the following vote of the members thereof:

AYES:           Baughman, Bruce, Ratcliffe, Hammer, Brown  
NOS:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 36 (14-15)**

SUBJECT: FINANCIAL STATEMENT FOR FISCAL YEAR 2013-2014

WHEREAS, BY State law the District is required to annually examine its financial records; and

WHEREAS, each fiscal year the District has the District's financial records audited by an independent firm; and

WHEREAS, the District utilized the services of Charles Z. Fedak & Company Accounting, Cypress, California to conduct an independent audit in accordance with generally accepted accounting principles; and

WHEREAS, Charles Z. Fedak & Company Accounting has completed the Financial Statement for Fiscal Year ending June 30, 2014; and

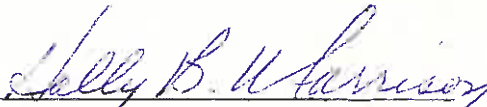
WHEREAS, the Board of Directors of San Lorenzo Valley Water District has received and reviewed the Financial Statement prepared by Charles Z. Fedak & Company Accounting for the Fiscal Year ending June 30, 2014:

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Financial Statement prepared by Charles Z. Fedak & Company Accounting for the Fiscal Year ending June 30, 2014 is hereby approved and accepted.

\* \* \* \* \*

PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 15<sup>th</sup> day of January, 2015 by the following vote of the members thereof:

AYES: Brown, Baughman, Bruce, Ratcliffe, Hammer  
NOS:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 37 (14-15)**

**SUBJECT: 1130 Rebecca Drive, Boulder Creek, CA – APN – 090 – 194 – 17.**

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District has previously approved the sale of the above-described property to José and Kayline Martinez in accordance with the terms of provisions of the Residential Purchase Agreement submitted to the Board and considered and approved at a Special Meeting of the Board on January 9, 2015; and

WHEREAS, the Board has considered the Request for Repair No. 1 dated January 17, 2015 requiring the District, as Seller, to replace 2 subpanels and County field agents have approved the repairs necessary to close County Code Compliance Cases regarding 1130 Rebecca Drive prior to close of escrow, which shall be extended to February 17, 2015 with District removing all personal property in the garage of the subject property with the exception of two windows and the washer and dryer, and the Board desires to approve the Request for Repair No. 1; and

WHEREAS, the President of the Board, in accordance with Water Code Section 30578 shall execute all further documents required to complete the sale of the above-described property;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Lorenzo Valley Water District that Request for Repair No. 1 dated January 17, 2015 from Jose and Kayline Martinez, is hereby approved; and

IT IS FURTHER RESOLVED that the, president or vice president, in the president's absence, of the Board of Directors execute all further documents required to complete the sale of 1130 Rebecca Drive, Boulder Creek, CA – APN – 090 – 194 – 17 José and Kayline Martinez.

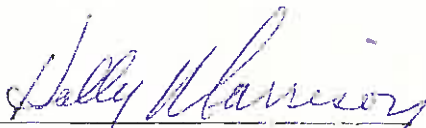
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 21<sup>st</sup> day of January, 2015 by the following vote of the members thereof:

AYES: Brown, Bruce, Hammer, Baughman

NOES:

ABSTAIN:

ABSENT: Ratcliffe

  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 38 (14-15)**

SUBJECT: ADOPTION OF THE DISTRICTS 2015 BOARD POLICY MANUAL

WHEREAS, the proper functioning of the District Board and Board Meetings is critical to proper functioning of the District; and

WHEREAS, an adopted set of rules and procedures assist in the proper functioning of the Board; and

WHEREAS, it is appropriate that the Board periodically review and adopt said set of rules and procedures;

WHEREAS, Each Board Member, individually, has been provided an opportunity to read the District's proposed 2015 Board of Director's Policy Manual;

WHEREAS, Each Board Member, individual, agrees with the Policy Manual as a whole and agrees to follow said policy manual;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that:

1. The Board adopts and approves the 2015 San Lorenzo Valley Water District Board of Director's Policy Manual.

\* \* \* \* \*

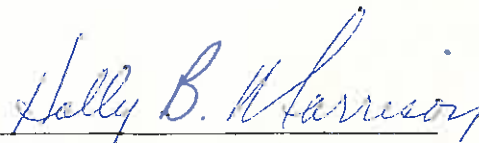
PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 19th day of February, 2015 by the following vote of the members thereof:

AYES: Baughman, Brown, Ratcliffe, Hammer

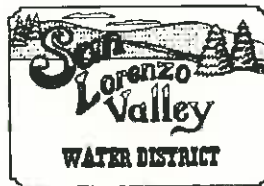
NOS:

ABSTAIN:

ABSENT: Bruce

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

# **SAN LORENZO VALLEY WATER DISTRICT**



## **BOARD OF DIRECTORS POLICY MANUAL 2015**

**ADOPTED  
February 19, 2015**

**RESOLUTION NO. 38 (14-15)**

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1. MISSION STATEMENT

"Our mission is to provide our customers and all future generations with reliable, safe and high quality water at an equitable price; to create and maintain outstanding customer service; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District".

Adopted by the Board of Directors of the San Lorenzo Valley Water District on June 2, 2000.

The mission of the San Lorenzo Valley Water District will be accomplished through the implementation of the following objectives:

OBJECTIVE I; STAFFING

Provide an efficient and adequate staff of employees and consultants, dedicated to the District mission and responsive to the Board. Provide staff and consultants with proper resources.

OBJECTIVE II; COMMUNICATIONS

Establish and maintain an environment that encourages the open exchange of ideas and information between Board members, staff and the public that is positive, honest, concise, understandable, responsive and cost-efficient.

OBJECTIVE III; EDUCATION

Develop and maintain comprehension and competence regarding issues that come before the Board of Directors and Staff. Ensure the District's customers are informed regarding the benefits of safe operations, proper claims procedures, District operations and conservation.

2. AUTHORITY OF BOARD

- A) The Board of Directors shall act only at regular, regularly adjourned, or special meetings, as provided by State Law.
- B) Individual Directors shall have no power to act for the San Lorenzo Valley Water District, or the Board of Directors, or to direct District staff, except as authorized by the Board of Directors.
- C) Until a quorum is present there can be no meeting of the Board of Directors. The presence of a minimum of three (3) Board members is required to constitute a quorum of the Board of Directors.

3. CODE OF ETHICS AND CONDUCT

The Board of Directors of the San Lorenzo Valley Water District is committed to providing excellence in legislative leadership that results in providing the highest quality services to its constituents. The Board of Directors is expected to maintain the highest ethical standards, to follow District policies and regulation, and to abide by all applicable local, state and federal laws. Board of Directors conduct should enhance the integrity and goals of the District. In order to assist in the governing of behavior between and among members of the Board of Directors, the following rules shall be observed:

- A) The dignity, style, values and opinions of each Director shall be respected.
- B) Responsiveness and attentive listening in communications is encouraged.
- C) The needs of the District's constituents shall be the priority of the Board of Directors.
- D) The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to staff members of the District.
- E) Directors should commit themselves to emphasizing the positive.
- F) Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged.
- G) Differing viewpoints are healthy in the decision-making process. Individual Directors have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to creating barriers to the implementation of said action.
- H) Directors should practice the following procedures:
  - 1. In seeking clarification on informational items, Directors may directly approach the District Manager to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
  - 2. In handling complaints or inquiries from residents and property owners of the District, said complaints should be referred to the District Manager and may be followed up by the Board of Directors.
  - 3. In handling items related to safety concerns, hazards should be reported to the District Manager. Emergency situations should be dealt with immediately by seeking appropriate assistance.
  - 4. In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition, sale or development, finance, and programming, said concerns should be referred directly to the District Manager.
- I) When approached by District personnel concerning specific District policy, Directors should direct inquiries to the District Manager.
- J) The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.
- K) When responding to constituent requests and concerns at board meetings, the Board President's discretion determines the amount of time for comments. Specific questions or concerns will be directed to the District Manager for future action by the Board or staff. Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.

- L) Directors should develop a working relationship with the District Manager wherein current issues, concerns and District projects can be discussed comfortably and openly.
- M) Directors should function as a part of the whole. Issues should be brought to the attention of the Board of Directors as a whole, rather than to individual members selectively.
- (N) Members' interaction with public, press or other entities must recognize the limitation of any Board member to speak for the Board except to repeat explicitly stated Board decisions, while respecting the right of Board members to express individual opinions.
- O) Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- P) The Board will further inform itself, individually and collectively, through ongoing outreach to determine community wishes and through continuing education on issues relevant to the District.
- Q) Continual Board development will include orientation of new Board members in the Board's governance process and periodic Board discussion of process improvement.

#### 4. ETHICS TRAINING

Pursuant to California Government Code section 53234 et seq. or as amended, all Directors shall receive two (2) hours of training in general ethics principles and ethics laws relevant to public service within one (1) year of election or appointment to the Board of Directors, and at least once every two (2) years thereafter. All ethics training shall be provided by entities whose curriculum has been approved by the California Attorney General and the Fair Political Practices Commission. The District Manager and any other employee(s) of the District designated by the Board of Directors shall also receive the ethics training specified herein. The District shall maintain records indicating the name of the entity that provided the training and the dates ethics training was completed. Records shall be maintained for a period of at least five (5) years after the date on which the training was received. These records are public records subject to disclosure under the California Public Records Act.

#### 5. GOVERNING LAWS

The Board of Directors shall comply with and shall be guided by applicable provisions of Federal laws; State laws, including the Water Code, Government Code, Section 1090 of the Government Code, Elections Code and Public Resources Code; this Policy Manual, and the rules and regulations of the District as established by the motions, resolutions and ordinances enacted by the Board of Directors. Motions, resolutions and ordinances may be enacted by the Board in accordance with Water Code section 30523 or as amended.

#### 6. ELECTION OF OFFICERS

There shall be two (2) officers: a president and a vice president, who shall be members of the District Board of Directors. Election of officers shall be held at the second (2nd) Board of Directors meeting in December of each calendar year. Officers will serve for a one (1) year term. Elections will conform to the applicable provisions of this Policy Manual.

## 7. ROLE OF THE BOARD POWERS, DUTIES AND FUNCTIONS

### A) POWERS

The Board of Directors is responsible for the establishment of policy and general control of the District. This broad authority shall be exercised in accordance with all applicable federal, state and local laws and regulations. The Board of Directors may execute any powers delegated by law to the District, and shall discharge any duty imposed by law upon the District.

The enabling codes established by the California State Legislature empowers the Board of Directors to have broad authority and flexibility in carrying out financial programs and activities which meet its individual needs, provided these programs or activities are not in conflict with, inconsistent with, or preempted by law.

### B) DUTIES

The primary duties of the Board of Directors are as follows:

1. Take action at legal meetings.
2. Establish and periodically review written policies for District operation and administration.
3. Be responsible for all District finances.
  - a. Approve fiscal budget.
  - b. Monitor the budget spending.
4. Set rates, fees and charges for District services.
5. Personnel
  - a. Hire and discharge General Manager and Legal Counsel.
  - b. Annually evaluate the General Manager and Legal Counsel.
6. Establish written policy on how Board of Director's Meetings are conducted.
7. Review and revise the Master Plan for the District.
8. Ratify committee appointments made by the President.
9. Establish Director compensation limits.

### C) FUNCTIONS

The powers and duties of the Board of Directors include governance, executive and quasi-judicial functions. These relate to the Board's own operations as a governing body and to all functions of the District.

#### 1. GOVERNANCE FUNCTIONS

To fulfill its responsibility, the Board is committed to establishing policies to govern District activities. The Board of Directors shall consider and approve or disapprove matters submitted

to it by a Director, Staff or the public. The Board of Directors shall prescribe rules for its own governance which are consistent with its "enabling code" or by Federal or State Laws and regulations.

## 2. EXECUTIVE FUNCTIONS

The Board of Directors is authorized to delegate any of its powers and duties to an officer or employee of the District. The Board of Directors; however, retains ultimate responsibility over the performance of those powers or duties so delegated.

## 3. QUASI-JUDICIAL FUNCTIONS

The Board of Directors desires that public complaints be resolved at the lowest possible administrative level. The method of resolving public complaints shall be as follows:

- a. The individual with a complaint shall first discuss the matter with the District Manager. If this individual registering the complaint is not satisfied with the disposition of the complaint by the District Manager, said complaint may be filed with the Board of Directors.
- b. The Board of Directors may consider the matter at a subsequent regular meeting or call a special meeting. The Board of Directors will expeditiously resolve the matter.
- c. This policy in no way prohibits or intends to deter a member of the public from appearing before the Board of Directors to present a verbal complaint or statement in regards to actions of the Board of Directors, District programs or services, or impending considerations of the Board of Directors.

## 8. ROLE OF INDIVIDUAL DIRECTORS

The Board of Directors is the unit of authority for the District. Apart from their normal function as a part of this unit, individual Directors may not commit the District to any policy, act or expenditure unless duly authorized by the Board of Directors. Nor may an individual Director direct staff to perform specific duties unless duly authorized by the Board of Directors. Directors do not represent any factional segment of the constituency, but are, rather, a part of the body which represents and acts for the constituency as a whole.

- A) Each Director has the right to place an item on a subsequent Board of Directors Meeting. The deadline for submittal of an agenda item by a Director shall be the preceding Wednesday at 5:00 p.m. before the scheduled Board of Directors meeting date at the office of the District Secretary. Agenda item requests received after the submittal deadline for a specific agenda will be added to the next following regularly scheduled agenda.
- B) Directors will make every effort to attend assigned Board of Directors and Committee meetings:
  1. To prepare adequately for each such meeting;
  2. To observe the rules of decorum as set forth herein; and

3. Whenever any individual Directors will be absent or late for a Board of Directors or Committee meeting said Director shall notify the District Secretary or Board President at the earliest opportunity.
- C) When requesting information from staff, Directors shall contact the District Manager. When responding to constituent requests and concerns, Directors should reroute such inquiries to the District Manager.
- D) Each Director shall decide individually on what contact information will be released by District staff to the general public. In order to accomplish this in an orderly and consistent manner, each Director shall provide the District Secretary with a completed and signed Director Contact Authorization Form. Directors shall be responsible for any and all updates and amendments to said Director Contact Authorization Form.

9. BOARD OF DIRECTORS MEETINGS

A) REGULAR TIME AND PLACE OF MEETINGS

Regularly scheduled meetings of the Board of Directors shall be held, on the first (1st) and third (3rd) Thursday of each month at 6:00 pm; at the District Operations Building, 13057 Highway 9, Boulder Creek, CA., unless otherwise specified by action of the Board of Directors. Special meetings of the Board of Directors, as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code section 54950 et seq.), may be duly authorized and held as deemed necessary by the President or a majority of the Board of Directors. Notice and location of special meetings shall be as prescribed by law. Emergency meetings of the Board of Directors, as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act, may be duly authorized and held as deemed necessary only by a majority of the Board of Directors. Notice and location of emergency meetings shall be as prescribed by law.

B) PUBLIC NATURE OF MEETINGS

All meetings of the Board of Directors shall be open to the public, except when the Board is convened in Closed Session as authorized under provisions of the Ralph M. Brown Act (California Government Code section 54950 et seq.).

C) QUORUM AND VOTING REQUIREMENTS

The presence of three (3) or more Directors shall constitute a quorum for the transaction of District business. No ordinance, resolution or motion shall be passed by the Board of Directors without a majority vote of the Board, unless otherwise required or prescribed by State law. (See for example, Government Code section 54954.2, Board Policy Manual subparagraph K, below.)

D) BOARD ACTION

The Board of Directors shall act only by ordinance, resolution, or motion. Except where action is taken by the unanimous vote of all Directors present and voting, the ayes and noes shall be taken upon the passage of all ordinances, resolutions or motions and shall be



entered in the minutes. An ordinance does not require two readings at separate meetings unless otherwise prescribed by law. Unless otherwise provided by its own terms, all ordinances, resolutions and motions shall become effective upon adoption. Any member of the Board of Directors, including the President, can make a motion. Motions do not require seconds. The President may vote on all motions unless disqualified or abstaining. The President shall not call for a vote on any motion until sufficient time has been allowed to permit any and all members of the Board of Directors to speak. Complex motions should generally be prepared in writing and read aloud to the members of the Board of Directors at the time the motion is made. If a motion is not in writing, and if it is necessary for full understanding of the matter before the Board of Directors, the President shall restate the question prior to the vote. Common motions may be stated in abbreviated form, and will be put into complete form in the minutes. Until the President states the question, the maker may modify their motion or withdraw it completely. However, after the President has stated the question, the motion may be changed only by a motion to amend which is passed by a majority vote of the Board of Directors.

The President of the Board may at any time, during debate or otherwise, declare a recess. Declaration of a recess shall not be subject to any motions.

**E) PARLIAMENTARY PROCEDURES**

Unless otherwise inconsistent with any provision stated herein, Parliamentary Procedure for Board of Directors meetings shall be based upon the current edition of Sturgis Standard Code of Parliamentary Procedure. No action of the Board of Directors shall be deemed invalid for the reason that said action was not in conformance with Sturgis Standard Code of Parliamentary Procedure.

**F) ROUTINE BUSINESS**

Matters of routine business such as approval of the minutes and approval of minor matters may be expedited by assuming unanimous consent of the members of the Board of Directors and having the President state that without objection the matter will stand approved. Should any Director object to such unanimous consent, the President shall then call for a vote.

**G) ORDERLY DISCUSSION**

In order to promote discussion of the issues before the Board of Directors, each Director shall be recognized by the chair before speaking. Notwithstanding any provision of this Policy, however, each Director shall have a right to be heard within reason on any issue before the Board of Directors. Each Director may seek information or comment by the staff on any question.

**H) CLOSED SESSION**

Except as provided by law, all proceedings in Closed Sessions shall remain confidential.

**I) MEETING AGENDAS**

The District Manager, in consultation with the Board President, shall be responsible for the preparation of a written agenda for each regular meeting and/or special meeting of the Board of Directors as those terms or its successor terms are defined by the Ralph M. Brown Act (California Government Code section 54950 et seq.). The District Manager and the Board President shall meet, annually, in January of each calendar year to identify recurring items of business which

should be placed on written agendas at appropriate times during the coming year. The District Manager, in consultation with the President, shall be responsible for the preparation of a written agenda for each regular meeting and/or special meeting of "other legislative bodies," of the San Lorenzo Valley Water District, as those terms or its successor terms are defined by the Ralph M. Brown Act. Any Director may request that an item be placed on the agenda for a regular meeting of the Board of Directors. The District Secretary shall be responsible for the posting of the appropriate notice and agenda for all meetings of the Board of Directors and/or "other legislative bodies."

A copy of the agenda for each regular meeting of the Board of Directors shall be forwarded to each Board member, at least three (3) days in advance of each regular meeting, together with copies of all applicable supporting documentation; minutes to be approved; staff report; and other available documents pertinent to the meeting. Directors shall review agenda materials before each meeting. Individual directors may confer directly with the District Manager to request additional information on the agenda items.

J) ORDER OF BUSINESS

1. Convene Meeting, Roll Call.
2. Additions and Deletions to Agenda.
3. Adjournment to Closed Session.
4. Reconvene to Open Session at 7:00 PM time-certain
5. Report Actions Taken in Closed Session.
6. Minutes.
7. Oral Communications.
8. Written Communications.
9. Consent Agenda.
10. Unfinished Business.
11. New Business.
12. General Manager Reports.
  - a. Manager Reports.
  - b. Committee/Director Reports.
13. Informational Material.
14. (If applicable) Adjournment to Closed Session.
15. (If applicable) Reconvene to Open Session to Report Actions Taken in Closed Session.
16. Adjournment

K) ADDITIONS AND DELETIONS TO AGENDA

Additions to the Agenda, if any, shall be made in accordance with California Government Code Section 54954.2 or as amended (Ralph M. Brown Act), which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors. If less than two-thirds of the members are present a unanimous vote of those members present is required.

L) ORAL COMMUNICATION

The Board of Directors encourages public participation. The Oral Communications portion of the agenda is reserved for citizen communication on matters not otherwise on the agenda. Any person may address the Board of Directors on any subject that lies within the jurisdiction of the District during this portion of the agenda. Unless otherwise altered by the President or presiding officer, individual citizen communication during the Oral Communication portion of the agenda shall not

exceed three (3) minutes in length and individuals may only speak once. The Ralph M. Brown Act (Section 54954.3 or as amended) prohibits any action being taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Each person addressing the Board of Directors shall be requested to give his or her name and address for the record, and designate the subject matter. Citizens may also address the Board of Directors on specific agenda items, including those on the consent agenda, only after first obtaining recognition by the President or presiding officer. Participation by interested citizens on specific agenda items is subject to orderly procedure, including time limits and decorum established under the authority of the President or presiding officer and applicable law.

All communications by interested citizens, whether during Oral Communications, or other items on the agenda, shall be addressed to the Board of Directors as a single body and not to individual Board members, staff or members of the audience. No person other than the Board of Directors and the person having the floor shall be permitted to enter into discussion, either directly or through a director, without the permission of the President or presiding officer. No member of the public shall approach the Board of Directors table while the Board is in session unless granted permission by the President or presiding officer. Proper decorum must be observed by Directors, staff, speakers and the audience. The President or presiding officer shall preserve order and decorum, discourage personal attacks, and confine debate to the question under discussion. The President or presiding officer, or a majority of the board, may eject from a meeting any person who becomes disorderly, abusive, or disruptive, or who fails or refuses to obey a ruling of the president regarding a matter of order or procedure. The President shall rule out of order any irrelevant, repetitive or disruptive comments. No cell phone operation or audible pager use is allowed in the Board of Directors chambers.

#### M) CONSENT AGENDA

The purpose of a consent agenda is to minimize the time required for the handling of any non-controversial matters. Consent agenda items are considered to be routine and non-controversial, with documentation provided to the Board of Directors that is adequate and sufficient for approval without inquiry or discussion. Any item on the consent agenda will be moved to the regular agenda upon request from individual Directors or a member of the public. Unless moved to the regular agenda, the consent agenda shall be voted upon as one single item without discussion or debate.

#### N) STUDY SESSIONS

Study sessions or workshop meetings are for the purpose of discussing an item(s) that may come before the Board at a later time for official action, to facilitate planning, or discussion of special topics of interest. Study sessions provide a more informal forum for the Board of Directors, staff and the public to engage in open-ended discussion and share information on a particular subject(s). No formal action(s) can be taken at a study session; direction can be given to staff regarding preparation of an agenda item for discussion and possible action at a subsequent meeting. From time to time, study sessions may be duly authorized as deemed necessary by the President or a majority of the Board.

#### O) WRITTEN CORRESPONDENCE

The Written Correspondence portion of the agenda is established to act as a report of written materials received by the Board as a whole, but may also include items requested for inclusion by individual Directors or members of the public. Written Communications which require no official actions by the Board of Directors may be listed only by title and date received, and not

presented in its entirety. Written Correspondence not presented in its entirety will be maintained by the District Secretary for a period of two (2) years.

10. TECHNOLOGICAL CONFERENCING

Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of any legislative body of the District. Teleconferencing is defined as a meeting of a legislative body of the District, the members of which are in different locations, connected by electronic means, through either audio or video, or both. If a legislative body of the District elects to use teleconferencing, it shall comply with all applicable requirements of the Ralph M. Brown Act (Section 54953, or as amended.)

11. PRESIDENT

A) DUTIES

The President shall sit as presiding officer and conduct all meetings of the Board of Directors, shall carry out the resolution and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe; including the following:

1. Call the meeting to order at the appointed time.
2. Announce the business to come before the Board of Directors in its proper order.
3. Enforce the Board of Directors policies and rules with respect to the order of business and the conduct of meetings.
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if it is not clear to every member of the Board of Directors.
6. Restrict discussion to the question when a motion is before the Board of Directors.
7. Rule on parliamentary procedure.
8. Put motions to a vote, and state clearly the results of the vote.

B) RESPONSIBILITIES

The President shall have all the rights to discuss and vote on any issues before the Board of Directors. The President shall have the following responsibilities:

1. Sign all instruments, acts, and carry out stated requirements and the will of the Board of Directors.
2. Consult with the District Manager on the preparation of the Board of Directors agendas. In addition, any Director shall have the right to place any matter on the agenda for any meeting in accordance with the provisions of this policy.

3. Appoint and disband all committees, subject to Board of Directors approval.
4. Call such meetings of the Board of Directors as they may deem necessary, giving notice as prescribed by law.
5. Confer with the District Manager and/or District Counsel on matters which may occur between Board of Directors meetings.
6. Be responsible for the orderly conduct of all Board of Directors meetings.
7. Act as spokesperson for the Board of Directors.
8. Coordinate and prepare the Board of Directors annual evaluation of the General Manager and Legal Counsel.
9. Other duties as authorized by the Board of Directors.

12. VICE-PRESIDENT

When the President resigns or is absent or disabled, the Vice President shall perform the President's duties. When the President disqualifies himself/herself from participating in an agenda item, the Vice-President shall perform the duties of the presiding officer.

13. MINUTES

Minutes of all regularly scheduled Board of Directors meetings will be audio recorded. Said audio record shall be subject to inspection in accordance with State Laws, including the California Public Records Act.

14. COMMITTEES

The Board of Directors may create standing committees and ad hoc committees at its discretion. Subsidiary bodies and/or committees of the Board of Directors may qualify as a "legislative body" as that term or its successor terms are defined within the meaning of the Ralph M. Brown Act (California Government Code section 54950 et seq.). All meetings of subsidiary bodies and/or committees of the Board of Directors, which are defined as a "legislative body" as that term or its successor terms are defined in the Ralph M. Brown Act shall be open to the public, except when convened in Closed Session as authorized under provisions of the Ralph M. Brown Act.

Unless authority to perform a duty is expressly delegated by the Board of Directors to a committee, committee motions and recommendations shall be advisory to the Board of Directors and shall not commit the District to any policy, act or expenditure. Nor may any committee direct staff to perform specific duties unless duly authorized by the Board of Directors. The Board of Directors by resolution shall establish written policies for Committee assignments and procedures. All standing committees shall be designated by resolution of the Board of Directors. Committee appointments shall be reviewed at the second (2nd) Board of Directors meeting in December of each calendar year.

The Board of Directors may provide for the time and place for holding regular meetings of subsidiary legislative bodies and/or committees by resolution. The time and place for holding regular meetings of subsidiary legislative bodies, and/or committees, if applicable, shall be established at the second (2nd) Board of Directors meeting in December of each calendar year or as



soon thereafter as reasonable.

15. MEETING STIPENDS

Each Director may receive compensation as established by resolution of the Board of Directors. Pursuant to California Water Code section 30507, each Director may receive compensation in an amount not to exceed one hundred dollars (\$100.00) per day for each day's attendance at meetings of the Board, or for each day's service rendered as a Director by request or approval of the Board, not to exceed six hundred dollars (\$600.00) in any calendar month.

Consistent with California Water Code section 30507, by resolution of the Board of Directors, the District has established the following per day (daily meeting stipend) for each day's attendance at meetings, as defined herein. Such compensation is in addition to any approved reimbursement for meals, lodging, travel and other expenses consistent with the policies stated herein.

- a) To be entitled to a daily meeting stipend of one hundred dollars (\$100.00), the event in question must constitute one of the following:
  - 1. A meeting of the San Lorenzo Valley Water District Board of Directors within the meaning of California Government Code section 54952(a); or
  - 2. Any meeting attended or service provided on a given day at the formal request of the District Board of Directors, and for which the Board at a public meeting approved payment of a daily meeting stipend.
- b) To be entitled to a daily meeting stipend of twenty five dollars (\$25.00), the event in question must be a meeting of a designated District standing committee within the meaning of California Government Code section 54952(b). Only Directors appointed to the District standing committees shall be entitled to said daily meeting stipend.

16. TRAINING, EDUCATIONAL PROGRAMS, CONFERENCE AND MEETINGS

The Board of Directors has determined that the following provisions shall be applicable to Director training, educational programs, conferences and meetings:

- A) Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Directors may attend, on behalf of the District, such training, educational programs, conferences and meetings as have been approved by the Board of Directors.
- B) It is the policy of the District to encourage Board development and excellence of performance by reimbursing necessary and reasonable expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Cash advances or use of District credit cards for these purposes is not permitted. All reimbursement of actual and necessary expenses shall be pursuant to District policy on expenditure reimbursement as stated herein.
- C) Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences etc. shall be approved by the Board of

Directors at a public meeting prior to incurring any authorized reimbursable costs.

- D) The District Manager or designee is responsible for making arrangements for Directors for conference and registration expenses, and for per diem. Per Diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the District Manager, together with validated receipts.
- E) To conserve District resources and keep Directors' reimbursement expenses for training, educational programs, conferences and meetings within community standards for public officials, reimbursement expenditures should adhere to the following guidelines. Expenses to the District for Board of Directors' training, education programs, conferences and meetings should be kept to a minimum by:
  - 1. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.
  - 2. Traveling together whenever feasible and economically beneficial.
  - 3. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.
- F) A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after the Director has announced a pending resignation, or if it occurs after an election in which it has been determined that a Director will not retain a seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.
- G) Whenever a Director who has not previously attended a particular conference or educational program is available to attend same, that Director shall have preference for attendance over a Director who has previously attended the same program.
- H) Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. The report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.
- I) Nothing in this policy shall permit the conduct of business in violation of the Ralph M. Brown Act when more than three (3) Directors attend the same event.

#### 17. EXPENDITURE REIMBURSEMENT

The purpose of this policy is to prescribe the manner in which members of the San



Lorenzo Valley Water District Board of Directors may be reimbursed for expenditures related to approved District business. The District shall adhere to California Government Code sections 53232 through 53232.4 or as amended when dealing with issues of expenditure reimbursements for Directors. This policy shall apply to all members of the Board of Directors, and is intended to result in no personal gain or loss to a Director.

Directors may be reimbursed for out-of-pocket expenditure(s) relative to reasonable and necessary costs associated with appropriate District business. The Board of Directors must provide approval for said District business at a public meeting prior to incurring any authorized reimbursement costs.

Directors are eligible to receive reimbursements for travel, meals, lodging, and other reasonable and necessary expenses associated with approved District business. Reimbursement rates shall coincide with guidelines established herein, or rates set by Internal Revenue Service Publication 1542 or its successor publication(s), whichever are greater.

If lodging is in connection with a prior approved event, such lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor. If the published group rate is unavailable, Directors shall be reimbursed for comparable lodging at government or IRS rates.

If travel is in connection with a prior approved event, the most economical mode and class of transportation reasonably consistent with scheduling needs must be used, using the most direct and time-efficient route. Directors shall use government or group rates offered by the event provider of transportation when available. If the group rate is unavailable, Directors shall be reimbursed for comparable travel at government or IRS rates.

Directors shall submit their requests for reimbursement on a form approved by the District Manager. The reimbursement form shall include an explanation of the District-related purpose for the expenditure(s). Receipts documenting all expenditure are required to be submitted in conjunction with the expense report form. Failure to submit necessary receipts will result in denial of the reimbursement claim. Expense reports shall be submitted within a reasonable time, and at no time more than fourteen (14) calendar days after incurring the expense. The District Manager will review and approve reimbursement requests.

Any and all expenses that do not fall within the adopted travel reimbursement policy or the IRS reimbursable rates are required to be approved by the Board of Directors in a public meeting prior to the expense(s) being incurred. Expenses that do not adhere to the adopted travel reimbursement policy or the IRS reimbursable rates, and that do not receive prior approval from the Board of Directors in a public meeting prior to the expense being incurred, shall not be eligible for reimbursement.

State law provides criminal penalties for misuse of public resources, which includes falsification of expense reports. Penalties include fines, imprisonment, and restitution.

18. PERSONNEL POLICIES

A) PERSONNEL SYSTEM RULES AND REGULATIONS

San Lorenzo Valley Water District is committed to the provision of an orderly, equitable and uniform personnel system. The Board of Directors by resolution shall establish written rules and regulations for the administration of the personnel system. Personnel system rules and regulations shall be reviewed at the second (2nd) Board of Directors meeting in December of each calendar year or as soon thereafter as reasonable.

B) SEXUAL HARASSMENT

The San Lorenzo Valley Water District is committed to creating and maintaining a work environment free of objectionable and disrespectful conduct and/or communication of a sexual nature and prohibits sexual harassment by all employees and the Board of Directors. The Board of Directors by resolution shall establish a written policy and procedure manual relative to sexual harassment. The District's sexual harassment policy shall be reviewed at the second (2nd) Board of Directors meeting in December of each calendar year or as soon thereafter as reasonable.

Conduct which creates an intimidating, hostile or offensive work environment will not be tolerated. Verbal behavior, physical behavior, gestures and other non-verbal behavior which create said environment will not be tolerated. Any employee or member of the public who feel that they have been or are being harassed by a Director is strongly encouraged to immediately report such incident to the District Manager without fear of reprisal regardless of the outcome of the complaint. The District Manager shall assign the investigation of the alleged misconduct to an outside party such as an attorney or law firm experienced in such matters. The District Manager shall notify the President of the Board of Directors of said alleged misconduct. Thereafter, the President, at the next meeting of the Board of Directors, shall report the facts and nature of the allegations to the entire Board of Directors.

If the Director charged with sexual harassment is the President of the Board of Directors, the District Manager shall report the fact and nature of the allegation(s) to the entire Board of Directors at its next meeting.

If an allegation of sexual harassment against a Director is investigated and found to be supported, the Board of Directors reserves the right to take such remedial action as is appropriate under all of the circumstances, including, if warranted, initiating an action for recall of such Director. The Directors agree that an accusation of sexual harassment against any one of them must be investigated. It is further agreed that such an investigation is not an invasion of their right of privacy.

C) NONDISCRIMINATION

The District shall not unlawfully discriminate against qualified employees or job applicants on the basis of age, sex, race, color, creed, religion, national origin, ancestry, marital status, sexual orientation, physical or mental disability, veteran status, or status with regard to public assistance. Equal opportunity shall be provided to all qualified employees and applicants in

every aspect of personnel policy and practice.

All employees are expected to carry out the responsibilities in a manner that is free from discriminatory statements or conduct.

D) **REASONABLE ACCOMMODATION-AMERICANS WITH DISABILITIES ACT**

Pursuant to the Americans with Disabilities Act, employers have a duty to reasonably accommodate employees and job applicants with known disabilities. This accommodation is not required for individuals who are not otherwise qualified for the job nor is accommodation generally required until the person with the disability requests it. The following optional regulation includes procedures recommended by the Equal Employment Opportunity Commission for use when determining what accommodation to make.

Requests for reasonable accommodation may first be considered informally by the site administrator. If an accommodation cannot be made at the site because it would impose undue hardship or because of a lack of funds, the site administrator shall ask that the request be submitted in writing to the General Manager. The site administrator shall provide the employee or applicant with any assistance he/she may need in order to submit this request.

The duty to reasonably accommodate an individual with a disability is limited to those accommodations which do not impose an undue hardship upon the district. Undue hardship is determined on a case-by case basis and includes any action that is unduly costly, extensive, substantial, disruptive, or that fundamentally alters the nature or operation of the agency. The burden of proving undue hardship rests with the agency, and what may be an undue hardship for one agency may not be an undue hardship for another, depending on factors such as cost and agency size. Even if cost does pose an undue hardship, the disabled person should have the opportunity to pay for the portion of the cost that constitutes an undue hardship, or to personally provide the accommodation.

19. **CONFLICT OF INTEREST CODE**

Pursuant to provision of California Government Code section 81,000 et seq., commonly known as the Political Reform Act, the District shall adopt and maintain a Conflict of Interest Code. The Conflict of Interest Code and, any amendments thereto shall be adopted by resolution of the Board of Directors. The Board of Directors shall review the adopted Conflict of Interest Code on a bi-annual basis. At a regularly scheduled Board of Directors meeting in September of each even-numbered year, the Board of Directors shall review its Conflict of Interest Code and, if amendments are needed, shall submit said amendments to the Santa Cruz County Board of Supervisors in accordance with applicable deadlines. If no amendments are needed, the Board of Directors shall submit a written statement saying that its Conflict of Interest Code is still accurate.

20. **RESIGNATIONS**

Resignations by Directors shall be in writing, state the effective date and be submitted to the President of the Board of Directors and District Secretary. In the event the President of the Board of Directors resigns, the resignation shall be submitted to the Vice-President of the Board of Directors and the District Secretary.

21. **VACANCIES**

Directors are expected to carry out their responsibilities to the best of their abilities. In order to accomplish this goal, Directors should be present for scheduled meeting or events whenever possible. In accordance with California Government Code section 1770 a Director position vacancy will occur whenever "he or she ceases to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness", or when absent from the Board of Directors without the permission of the majority of the Board of Directors.

If such vacancy occurs, the Board of Directors will take action in accordance with California Government Code section 1770.

In order to accomplish this in an orderly and consistent manner, when a vacancy of an elected Director occurs, the District Board of Directors, after discussion and consideration, shall when deemed appropriate, instruct staff to:

- A) Place a public notice advising that a vacancy has occurred in accordance with applicable provisions of law; and
- B) Said notice shall advise prospective candidates of the steps to take to apply for appointment; and
- C) The District's Board of Directors shall establish the closing date for the receipt of applications; and
- D) Applicants shall submit the following, by the date specified in the notice:
  - a) a letter of interest, and
  - b) a resume, with particular emphasis on the applicant's knowledge of special districts, and
- E) Applicant(s) shall be interviewed at the next regularly scheduled meeting of the District's Board of Directors following the date of closure for applications; and
- F) The District's Board of Directors shall make the appointment without undue delay, but need not act at the same meeting.

22. INCONSISTENT, INCOMPATIBLE AND CONFLICTING EMPLOYMENT OR ACTIVITIES

Pursuant to the provision of the California Government Code section 1126, the Board of Directors of the San Lorenzo Valley Water District has determined that it would be inconsistent and incompatible for a Board member to be a paid employee of the District. Therefore, based on this decision, a member of the Board of Directors shall not be a paid District employee.

23. DIRECTORS' LEGAL LIABILITIES

The District shall defend and indemnify Directors from any claim, liability or demand that arises out of a Director's performance of his or her duties or responsibilities as a Director or Officer of the District.

24. INVESTMENT POLICY

San Lorenzo Valley Water District is committed to the establishment of formal policies relative to the prudent investment of the District's unexpended cash. The Board of Directors by resolution shall

establish written guidelines for the investment of all San Lorenzo Valley Water District funds or funds in the custody of the District, in a manner which conforms to all state and local statutes governing the investment of public funds. Said guidelines shall provide for an optimal combination of safety, liquidity and yield. The District's Investment Policy and, any amendments thereto, shall be adopted by resolution of the Board of Directors. The Investment Policy shall be reviewed at the second (2nd) Board of Directors meeting in December of each calendar year or as soon thereafter as reasonable.

25. ANNUAL DISCLOSURE OF REIMBURSEMENTS

The District shall annually disclose any reimbursements paid by the San Lorenzo Valley Water District of at least one hundred dollars (\$100.00) for each individual charge for services or products received. The Board of Directors shall review said reimbursement information for the preceding fiscal year (July 1 - June 30) at a regularly scheduled Board of Directors meeting in September of each calendar year.

26. GENERAL PROVISIONS

Any of the within policies not required by law may be altered, amended, or repealed by a majority of the Board at a duly authorized meeting.

27. ANNUAL REVIEW

This Board of Directors Policy Manual shall be reviewed annually by District Counsel and ratified by Resolution of the Board of Directors at the second (2nd) Board of Directors meeting in December of each calendar year or as soon thereafter as reasonable.

\*\*\* END \*\*\*

SAN LORENZO VALLEY WATER DISTRICT

**RESOLUTION NO. 39 (14-15)**

SUBJECT: REVISION OF THE DISTRICTS 2015 BOARD POLICY MANUAL, SETTING A NEW TIME AND ORDER OF BUSINESS FOR BOARD OF DIRECTORS MEETINGS

WHEREAS, by past action the Board of Directors has established that the regular meetings of the District Board will occur, starting at 7:30 PM on the first and third Thursday of each month; and

WHEREAS, the Board has reviewed and discussed adjusting the regular time and order of regular board meetings and determined that it is appropriate and more efficient to adjust the start time of said meeting to 6:00 PM; and

WHEREAS, the Board of Directors recognizes the importance of public participation in the proper governance of the District; and

WHEREAS, to encourage public participation the Board has determined that it is appropriate to revise the Order of Business of said meetings, ensuring that Open Session at said meetings will begin no earlier than 7:00 PM;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that:

1. The Board adopts and approves the revisions as attached to Section's 9A and 9J of the 2015 Board of Directors Policy Manual.

\* \* \* \* \*

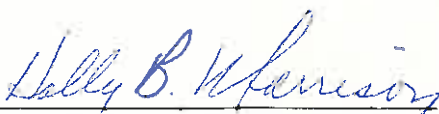
PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 19th day of February, 2015 by the following vote of the members thereof:

AYES: Baughman, Brown, Ratcliffe, Hammer

NOS:

ABSTAIN:

ABSENT: Bruce

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District



SAN LORENZO VALLEY WATER DISTRICT.

**RESOLUTION NO. 40 (14-15)**

**SUBJECT: MEMORANDUM OF UNDERSTANDING FOR THE MANAGEMENT GROUP SAN LORENZO VALLEY WATER DISTRICT**

WHEREAS, the Board of Directors of the San Lorenzo Valley Water District has previously adopted a Memorandum of Understanding for the Management Group of the San Lorenzo Valley Water District by Resolution Number 13; and

WHEREAS, the District by its Board appointed representatives and the Management Group by their duly designated representatives have met and discussed wages, hours, and other terms and conditions of employment for those employees, and

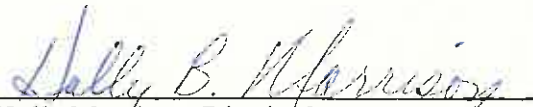
WHEREAS, the District and the Management Group have reached an understanding regarding the above issues and have jointly prepared a Memorandum of Understanding, and

WHEREAS, the Board of Directors has reviewed the Memorandum of Understanding and approves revisions made as a result of the most recent negotiations between the District and the Management Group;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Memorandum of Understanding Management Group San Lorenzo Valley Water District 2014-2016 attached and incorporated here shall constitute the Memorandum of Understanding for the Management Group San Lorenzo Valley Water District, and that the previous Memorandum of Understanding adopted by Resolution Number 13, is hereby superseded and no longer in force and effect.

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of, California, on the 19<sup>th</sup> day of February, 2015 by the following vote of the members thereof:

AYES:           Baughman, Brown, Ratcliffe, Hammer  
NOES:  
ABSTAIN:  
ABSENT:       Bruce

  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District



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**MEMORANDUM OF UNDERSTANDING**

**FOR THE**

**MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEES UNIT**

**SAN LORENZO VALLEY WATER DISTRICT**

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October 31, 2014 – November 1, 2016

RESOLUTION NO. 40 (14-15)

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**MEMORANDUM OF UNDERSTANDING  
MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEES UNIT  
SAN LORENZO VALLEY WATER DISTRICT  
10/31/ 2014 – 11/1/ 2016**

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**SECTION 1 - GENERAL PROVISIONS**

- 1.1 **Parties to Understanding.** This Memorandum of Understanding is made and entered into by and between the San Lorenzo Valley Water District (herein after referred to as "District") which is represented by its Board-appointed Employee Relations Officer and other designee(s) and the San Lorenzo Valley Water District Management, Supervisory and Confidential Employees Organization (hereinafter referred to as "Organization") which is represented by their appointed representative(s) and other designee(s).

The District and the Organization have met and conferred in good faith within the meaning of the Meyers-Milius-Brown Act (California Government Code Section 3500 et. seq.), regarding wages, hours and other terms and conditions of employment for those employees in the classifications of position set forth in Appendix "A" attached hereto and made a part thereof. The parties hereto have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding.

- 1.2 **Term of Agreement.** This Agreement shall be effective from November 1, 2014, and shall remain in full force and effect until and including the 31<sup>st</sup> day of October, 2016. This Agreement shall be renewed automatically from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) calendar days, but not more than one hundred twenty (120) calendar days, before October 31<sup>st</sup> 2016 or any October 31<sup>st</sup> thereafter, if it is automatically renewed. If such notice is given, the Agreement shall remain in full force and effect during the entire period of negotiations. The parties shall exhaust all administrative remedies available to them pursuant to San Lorenzo Valley Water District Rules and Regulation for the Administration of Employer-Employee Relations, Resolution No. 15 (00-01), Section 4- Impasse, prior to termination of this Agreement.

- 1.3 **Purpose.** The parties hereby agree that the purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the District and the employees covered herein and to provide an orderly and equitable means of resolving differences which may arise under this Memorandum of Understanding.



- 1.4 Short Title. This document, known and cited as the Management, Supervisory and Confidential Employees Agreement shall herein after be referred to as this "Agreement."
- 1.5 Plural. Wherever the singular or plural is used in this Agreement, it shall be construed to include the other.
- 1.6 Severability. If any provision, sentence, clause or phrase of this policy or the application of said provision, sentence, clause or phrase to any person or circumstance is for any reason held to be invalid or not in accordance with applicable provisions of Federal, State or local laws or regulation, the remainder of this policy, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 1.7 Recognition. The District recognizes the Organization, as provided in the District's Rules and Regulations for the Administration of Employer-Employee Relations, as the Exclusively Recognized Employee Organization for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A", attached hereto and made a part thereof, as well as such classifications as may be added to this representation unit by the District during the term of this Agreement.
- 1.8 Management Rights. It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement, except as modified in this Agreement. These exclusive District rights include, but are not limited to the following:
- a. Right to determine the purpose, mission and policies of the District and its departments;
  - b. To set forth all standards of service offered to the public;
  - c. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
  - d. To determine the procedures and standards for selection for employment and promotion;
  - e. To schedule, assign and direct District employees;
  - f. To determine the methods, means, and number of personnel needed to carry out the District's mission;
  - g. To promote, suspend, discipline or discharge for just cause;
  - h. To establish work and productivity standards;
  - i. To lay off or relieve employees from duty due to lack of work, funds, or other legitimate reasons;

- j. To make, publish and enforce rules and regulations;
- k. To maintain the efficiency of governmental operations by exercising control and discretion over its organization and the technology of performing District work;
- l. To determine the content of job classifications;
- m. To contract out for goods and services;
- n. To introduce new or improved methods, equipment or facilities;
- o. To take any and all necessary actions as may be deemed necessary to carry out the mission of the District in emergencies, provided that no right exercised or enforced during an emergency is contrary to or inconsistent with the provisions of this Agreement; and
- p. To determine the amount of budget to be adopted to carry out the purpose, mission and policies of the District.

1.9 Voluntary Payroll Deductions. During the term of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the District in addition to deductions required by law will make voluntary payroll deductions for U.S. Savings Bonds, Employee's Bank/Credit Union, Deferred Compensation, Flexible Spending Plan, Supplemental Life Insurance District Employee's Social Organization, and the Management, Supervisory and Confidential Employees Organization. The participating employee's complete and properly executed written Voluntary Authorization Form for said payroll deductions shall be on file with the District Manager. Payroll deductions shall begin with the payroll period which is fourteen (14) calendar days or more following receipt by the District Manager of properly executed written Voluntary Authorization Form.

1.10 Prohibition of Job Action.

- a. During the term of this Agreement, neither the Organization, nor any of their officers, agents, representatives and/or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or any other interference with the work or statutory functions and obligations of the District.
- b. During the term of this Agreement neither the District nor any of its officers, agents and/or representatives, for any reason, shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.
- c. The Organization agrees to notify all officers, agents, representatives and/or employees of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others, and agrees to take affirmative actions to encourage employees violating this Section to return to work and cease such actions.

- d. The District may discharge or discipline any employee who violates subsection (a) of this Section of this Agreement, and/or any employee who fails to carry out their responsibilities under subsection (c) of this Section of this Agreement.
- e. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

1.11 Work Rules. The District may prepare, issue, and enforce work rules, policies, procedures and safety regulations necessary for safe, orderly and efficient operation. However, before the District makes a decision to implement new work rules, or changes previously issued work rules, the District will notify the Organization of the proposed changes and shall give the Organization the opportunity to meet regarding such changes.

1.12 Substance Abuse Program. In order to help provide a safe work environment and to protect the public, the District may require all employees covered by this Agreement to participate in a program to detect, treat and prevent substance abuse, toward the objective of avoidance of alcohol or controlled substance abuse.

1.13 Amendment of Agreement. No amendment or change to this Agreement shall be valid or binding unless made in writing and signed by the duly authorized representative(s) of both parties.

## SECTION 2 - EMPLOYEE RIGHTS

2.1 Time off for Representation. A reasonable number of duly designated representatives of the Exclusively Recognized Employee Organization representing the Management, Supervisory and Confidential Employees Unit shall be granted reasonable time off, without loss of compensation or other benefits, solely for the purpose of meeting and conferring with the Districts' designated Employee Relations Officer or his/her duly authorized representative(s) on matters within the scope of representation.

2.2 Access to Work Locations. The District agrees to grant the Organization, and their duly authorized representative(s) or agent(s), reasonable access to work locations during normal working hours for the purpose of processing grievances, disciplinary meetings or other matters within the scope of representation, provided that the District Manager is notified prior to entry and provided the purpose of said visit. The District may require said representative to identify employee(s) they plan to contact, approximate length of the visit and specific locations to be visited. The Organization agrees that such access shall not interfere with the work process, safety or security of the work area.

The District may deny access to work areas if it is deemed that a visit at that time would interfere with work operations. If access is denied, the representative(s) shall be informed when such access will be made available. Such access shall not be more than twenty-four (24) hours excluding Saturday, Sunday and Legal Holidays, after the time of said request, unless otherwise mutually agreed thereto.

- 2.3 Access to Information. The District shall comply with all information requests to which the Organization is entitled by law.
- 2.4 Use of District Bulletin Boards. The District agrees to grant the Organization and their duly designated representatives' reasonable access to District Bulletin Boards for the posting of notices. The use of District Bulletin Boards shall be restricted and subject to the following conditions:
- a. Any and all such material shall solely be related to the reasonable administration of employer-employee relations and within the scope of representation.
  - b. All materials must be dated and identify the publisher.
  - c. Prior to posting, one (1) copy of any and all such materials shall be filed with the District Manager at least twenty-four (24) hours in advance, unless otherwise approved by the District Manager.
  - d. All material shall be removed not more than twenty-one (21) calendar days after the publication date.
  - e. No defamatory, political or libelous material shall be posted.
  - f. Posting of materials anywhere except on District Bulletin Boards is prohibited.
- 2.5 Use of District Facilities. The Organization and/or their duly designated representatives may, with prior written approval of the District Manager, be granted the use of District facilities for meetings of the Management/Confidential Employees Unit provided space is available. All such requests shall be made in writing with at least twenty four (24) hour advance notice and shall state the specific purpose or purposes of said meeting, unless otherwise approved by the District Manager. Said meetings shall not interfere with the normal work duties of employees. The use of District equipment other than items normally used in the conduct of said meetings is strictly prohibited.
- 2.6 Written Notice. Before the Board of Directors takes action on any ordinance, regulation or resolution relating to matters within the scope of representation, the District shall notify the Organization in writing of such proposal and shall give the Organization an opportunity to meet with the District regarding the matter before any action is taken.

- 2.7 New Hire Information. The Organization shall be notified of the name, and classification of all new hires into the classifications of positions listed in Appendix "A" within the first pay period following the new employee's starting date.
- 2.8 Accessibility of Agreement. The District shall provide a copy of this Memorandum of Understanding to all employees covered by this Agreement. The District shall provide a copy of this Memorandum of Understanding to all new employees in the classifications of positions listed in Appendix "A" during new hire processing.

### SECTION 3 - HIRING POLICIES

- 3.1 Employee Residence. All employees covered by this Agreement shall, as a condition of their continued employment with the District, be required to have their place of abode within a sixty (60) minute response time of the District Office, 13060 Highway 9, Boulder Creek, California unless otherwise approved by the District Manager.
- 3.2 Medical Examination. When an applicant is offered employment with the District, the applicant may be required to complete a prescribed general medical and physical examination before being placed on the payroll as a probationary employee. The District Manager shall review the medical and physical examination report and may reject an applicant based upon lawful criteria. A California licensed physician designated and paid for by the District shall give such medical and physical examination. The content of the report provided to the District Manager shall be limited to any applicable medical information pursuant to the job classification specification.
- 3.3 Audiogram. An audiogram may be required as part of the pre-employment process if an audiogram is required as part of the job classification specification. Audiograms shall be provided at the District's expense, and subject to all other rules regarding the pre-employment medical and physical examination.
- 3.4 Probationary Period. All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than six (6) months of actual service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work and the employee's ability to work with other employees and for securing the most effective adjustment of a new employee to their position. Time spent on leave without pay shall not count toward completion of the probationary period. The probationary period may be extended at the discretion of the District Manager. Extension of the probationary period shall be for appropriate



circumstances and for a specific period of time up to and including six (6) months. No such extension shall exceed six (6) months, and no further extensions shall be granted. If the service of a probationary employee has been satisfactory regular employment status shall begin with the day following the expiration date of the probationary period. During the probationary period the employee may be recommended for rejection at any time without cause and without right of a grievance, hearing or appeal. During the probationary period for an original or promotional appointment all employee insurance benefits shall accrue in accordance with the provisions of coverage and enrollment as exists pursuant to the District's incumbent insurance providers. During the probationary period for an original appointment employee all leave benefits shall accrue but cannot be taken without prior written approval of the District Manager. This does not apply to paid holidays. During the probationary period the employee shall be eligible for holiday pay. Should a new employee leave the employment of the District for any reason prior to completion of the probationary period, all accrued leave shall be lost by said employee.

- 3.5 Driving Record. The District may obtain driver's license information records on each employee in accordance with the California Vehicle Code. Should an employee whose job requires driving a District vehicle be determined to be uninsurable by the District's insurance broker, or be without a valid California driver's license, that shall be grounds for dismissal in the absence of evidence of extenuating circumstances.
- 3.6 Driver's License. All employees covered by this Agreement who are required to drive a District and/or their own vehicle on District business are required as a condition of continued employment to obtain and maintain a Class C Driver's License from the California Department of Motor Vehicles.
- 3.7 Proof of Insurance. All employees covered by this Agreement who are required to drive their own vehicle on District business are required as a condition of continued employment to obtain and maintain vehicle insurance for said vehicle in accordance with applicable State of California standards.
- 3.8 Proof of Right to Work. All new employees shall be required to provide written evidence of the right to work in the United States of America in accordance with applicable requirements.

#### SECTION 4 - COMPENSATION

- 4.1 Application of Salary Schedule. All employees covered by this Agreement shall be paid a salary or wage rate applicable to the schedule established for that position as set forth in the Salary Schedule, Appendix "B", which is attached hereto and

made a part thereof. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. The District Manager may, when circumstance warrant, authorize original appointments above the minimum step.

- 4.2 Salary Range Schedule. The salary range schedule shall be an integrated schedule consisting of seven (7) steps with a five percent (5%) differential between each step in the salary schedule.
- 4.3 Advancement of Pay Levels. No advancement of pay levels shall be made above the highest step established in the salary schedule for an employee's class or position except in accordance with this Agreement. Advancement from step to step within the salary schedule shall not be automatic but shall be based upon merit as exemplified by recommendations of the District Manager. All original and promotional appointments in the competitive service entering at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six (6) months of actual service and the achievement of satisfactory standards of performance. The anniversary date for future merit increase consideration shall be adjusted to the effective date of this merit increase. Upon receiving regular employment status every employee in the competitive service shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one (1) year of actual service and the achievement of satisfactory standards of performance.
- 4.4 Performance Evaluation. All employees covered by this Agreement shall receive an employee evaluation at least once a year by the District Manager.
- 4.5 Longevity. In addition to an employee's base salary as provided in Section 4.1, Application of Salary Schedule, of this Agreement, after completion of fifteen (15) years of continuous service with the District, each employee covered by this Agreement shall be eligible to receive a five percent (5%) salary increase upon evidence of a satisfactory performance evaluation and approval of the District Manager. Eligibility for this increase must be renewed each year thereafter in the same manner as that of the end of the fifteenth year. The increase shall be paid on an hourly basis over the entire year. Failure to receive a satisfactory performance rating, and the resultant loss of the increase, shall not be considered disciplinary action, as this increase is intended to be renewed each year and is a reward for both continuous service at the District and satisfactory service during the previous year.
- 4.6 Salary Schedule Adjustment. Effective as of the first payroll period commencing on November 1, 2014, the Salary Schedule for all employees covered by this MOU shall be increased by 2.75 % percent. Effective as of the first payroll period



commencing on November 1, 2015 the Salary Schedule for all employees covered by this MOU shall increase by 2.75%

- 4.7 Exemption from Overtime Entitlements. For the purpose of this Agreement, the following position classifications are defined as exempt status employees relative to the provisions of the Fair Labor Standards Act (FLSA):  
Administrative Assistant/District Secretary (Administrative Employee)  
Administrative/Environmental Analyst (Professional Status)  
Director of Operations (Executive Status)  
Engineering / GIS Manager (Professional Status)  
Finance Manager (Executive Status)
- 4.8 Reimbursement for Licenses and Certificates. Any employee covered by this Agreement shall be reimbursed for the cost of licenses and certificates which are required by job class specifications or approved by the District Manager as a pertinent job related license or certificate. Any employee seeking reimbursement for a pertinent job related license or certificate must submit a written request for prior approval. Fees for Class C California driver's licenses shall not be reimbursed under the provisions of this section. The District shall provide reimbursement for Class A and Class B California Driver's license fees, where such licenses are required by job class specifications or approved as a pertinent job related license by the District Manager.
- 4.9 Continuing Education. Any employee covered by this Agreement shall be reimbursed upon successful completion the cost of tuition and books for continuing education contact hours required by the State of California, Department of Health Services, and Operator Certification Program. Said reimbursement shall only be for the renewal of certifications which are required by a job class specification. Any employee seeking reimbursement for a required continuing education contact hour must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the District Manager.
- 4.10 Required Operator Certifications. When an employee covered by this Agreement is required by job class specification to possess a valid operator certification pursuant to requirements of the State of California, Department of Public Health, Operator Certification Program, and the employee does not currently possess said certification, the District shall reimburse said employee upon successful completion for the cost of tuition and books for required "specialized training" in order to be eligible for the applicable certification examination. Any employee seeking reimbursement for required "specialized training" must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the District Manager.

In addition, any employee covered by this Agreement upon successful possession of applicable certifications required pursuant to this Section shall be reimbursed the applicable Examination Fee and Certification Fee.

- 4.11 Educational Incentive Pay. The District shall provide educational incentive pay for any employee covered by this Agreement who is non-exempt under the FLSA (non-exempt status employee), and has completed their probationary period. This educational incentive pay, which shall be in addition to an employee's base salary, shall be based upon and added to the employee's base salary in accordance with the following schedule:

Educational Incentive Step	Educational Incentive Rate
E1	2.5%
E2	5.0%
E3	7.5%
E4	10.0%

Any non-exempt status FLSA employee covered by this Agreement may request an Educational Incentive Step upon the successful completion of a pertinent job related course and certification. To be considered "pertinent" both the course and certification must improve and advance the employee's knowledge and skills for the present position. Certifications required in job class specifications or courses reimbursed pursuant to Section 4.12, Educational and Training Reimbursement, of this Agreement, are not applicable under this Section. Any employee seeking this benefit must submit a written request for approval of course and certification eligibility prior to enrollment or obtainment of certification. Approval must be obtained from the employee's Supervisor and the District Manager. The employee must demonstrate successful completion of the course and possession of the certification. Employees must progress sequentially through the four (4) Educational Incentive Steps, beginning with Step E1. Furthermore, employees shall not be eligible to progress to a higher educational step unless they have been at their current Educational Incentive Step a minimum of one (1) calendar year. No educational incentive wage will be paid or continue to be paid for any certifications or course which are a minimum requirement of a job specification.

- 4.12 Educational and Training Reimbursement. In addition to training opportunities provided by the District at District expense, employees covered by this Agreement will be reimbursed fifty percent (50%) for books and tuition to attend job related educational courses leading to certificate, degree or professional licensing. Any employee seeking this benefit must submit a written request for approval of eligibility prior to enrollment. Approval must be obtained from the District Manager. Employees must demonstrate successful completion of the courses.

Employees will be reimbursed the remaining fifty- percent (50%) of the above costs, one (1) year after the date of course completion, if the employee is still employed at the District at that time.

- 4.13 Working Out of Classification. Any non-exempt status FLSA employee covered by this Agreement who is assigned the duties and responsibilities of a higher paying classification for more than eight (8) hours in any one pay period shall be considered to be working out of classification. Working out of classification includes, but is not limited to:
- a. The employee assumes a temporary position in said classification because of the creation of a short-term position; or
  - b. The employee performs such duties due to the absence of a regular employee for reasons of annual leave, sickness, etc.
- 4.14 Compensation for Working Out of Classification. When an employee is determined to be working out of classification as defined in Section 4.13, Working out of Classification, of this Agreement, such employee shall be entitled to a salary increase of at least five percent (5%) over that employee's regular permanent position salary.
- 4.15 Phone Assignment. The District at its sole discretion may require employees covered by this Agreement to regularly carry a District provided phone. Phone assignment pursuant to this Section requires that employees so assigned shall conform to the following conditions:
- a. Continuously carry the phone except when on approved annual leave.
  - b. Respond to District by telephone or other telecommuting device within sixty (60) minutes of pager notification.
- 4.16 Phone Assignment Compensation. Any non-exempt FLSA employees assigned by the District to regularly carry a District provided phone shall receive a salary differential equal to five percent (5%) of their regular straight time and overtime hourly rates of pay in effect for the employee's regular job for each hour in a paid status.
- 4.17 Overtime Compensation.
- a. Definition. For any non-exempt status FLSA employee covered by this Agreement overtime shall be defined as all authorized work ordered and performed in a paid status in excess of forty (40) hours in a seven (7) consecutive day (i.e. 168 hours) pay period. Solely for the purpose of this section the 168-hour pay period shall begin at 12:01 a.m. Thursday and

continue to midnight the following Wednesday. All overtime shall have the approval of the employee's Department Head prior to actual performance of the work.

- b. Overtime Compensation. Any non-exempt FLSA employee covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work in excess of forty (40) hours paid time per week.
- 4.18 Compensation Differential. Any non-exempt status FLSA employee covered by the Agreement, in addition to regular and/or overtime rates of pay, shall be paid a compensation differential equal to one-half (1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work between 12:00 midnight and 6:00 a.m.
- 4.19 Holiday Compensation. Any non-exempt status FLSA employee covered by this Agreement, in addition to their regular and/or overtime pay, shall be compensated eight (8) hours pay, compensable at their regular straight time hourly rate of pay for working on a holiday designated pursuant to Section 6.10, Holidays, of this Agreement.
- 4.20 Compensatory Time Off. For any non-exempt status FLSA employee covered by this Agreement upon written request and approval of the Department Head, said employees may receive compensatory time off in lieu of overtime cash compensation. Compensatory time off shall be compensated at the rate of one and one-half (1-1/2) hours of compensatory time for one (1) hour of overtime worked. Compensatory time off shall not be allowed to accumulate beyond forty (40) hours at any given time. The procedure for scheduling compensatory time off is the same as scheduling annual leave in Section 6.2, Annual Leave, of this Agreement.

## SECTION 5 - HOURS, DAYS OF WORK

- 5.1 Hours, Days of Work, Application. This Section is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the District from restructuring the normal work day or work week for the purpose of promoting efficiency, from establishing the work schedule of an employee, and establishing part-time positions.
- 5.2 Normal Work Week and Work Days. The normal work week shall consist of forty (40) hours per calendar week and such additional time as may from time to time be required in the judgment of the District. The normal work week shall consist of five (5) consecutive eight (8) hour work days in a calendar work week interrupted by an unpaid one (1) hour lunch period. Employees covered by this Agreement

shall have the option to work any eight (8) hour period between 7:00 a.m. and 6:00 p.m. Prior to changing a normal workweek schedule, the District shall give all affected employees a twenty-eight (28) calendar day notice, notwithstanding emergencies. Assignments of a normal workweek schedule which includes Saturday and/or Sunday shall be distributed equally as practical among the employees within a specific position classification.

- 5.3 Additional Time Worked. Any exempt status FLSA employee covered by this Agreement may be required to work hours in addition to those defined in Section 5.2, Normal Work Week and Work Days. Such additional hours may include, but are not limited to, attendance at meetings or regular or special meetings of the Board of Directors, other time demands necessary to carry out the functions of the respective positions or emergency work. Administrative Leave, as defined in Section 6.3, Administrative Leave, of this Agreement shall be considered full compensation for all additional time worked in excess of the normal work week.

## SECTION 6 - LEAVES OF ABSENCE

- 6.1 Annual Leave. The District shall grant annual leave in lieu of sick leave, personal business leave, vacation and bereavement leave for all employees covered by this Agreement. Employees shall be entitled to accumulate annual leave in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Maximum Annual Leave Accumulation</u>	<u>Hours of Annual Leave Accrued Per Bi-weekly Pay Period</u>
Less than 5	360 Hours	9.23 Hours
Begin 6th Year	420 Hours	10.77 Hours
Begin 11th Year	480 Hours	12.30 hours

On the first regularly scheduled payroll date which occurs on or after July 1<sup>st</sup> of each year any annual leave in excess of the maximum annual leave accumulation rate shall be paid directly to the employee at the employee's regular straight time hourly rate of pay in effect for the employee's regular job on said date.

- 6.2 Additional Annual Leave. For all employees covered by this MOU who do not receive uniforms, in addition to annual leave provided pursuant to Section 6.1 Annual Leave, of this MOU, the District shall grant an additional sixteen (16) hours of Annual Leave. Said additional annual leave is granted in lieu of uniforms. The additional sixteen (16) hours of annual leave shall be accrued on July 1<sup>st</sup> of each year and added to each employees accumulated annual leave balance



following direct payment pursuant to section 6.1 Annual Leave, of this MOU for annual leave of the maximum annual leave accumulation rate.

- 6.3 Scheduling of Annual Leave. The scheduling of annual leave and the amount of leave granted during any particular period are matters of administrative discretion. Observance of annual leave must be approved in advance by the District Manager except in cases of emergency. Annual leave requests which are greater than two (2) work days in duration shall be submitted for approval no less than thirty (30) calendar days prior to such leave. Annual leaves which are two (2) work days or less in duration shall be submitted for approval no less than seven (7) calendar days prior to such leave. The time during the calendar year in which an employee may take annual leave shall be determined by the District Manager with due regard to the interest of the employee and the orderly performance and continuity of District services.
- 6.4 Administrative Leave. Any exempt status FLSA covered by this Agreement shall be entitled to forty-four (44) hours administrative leave over and above annual leave. Administrative leave shall be granted in lieu of overtime pay or compensatory time off. Administrative leave shall not be accumulated from one fiscal year to the next. Administrative leave may be used in conjunction with annual leave. Administrative leave shall be accrued on July 1st of each year. The procedure for scheduling Administrative Leave is the same as scheduling Annual Leave pursuant to Section 6.2, Scheduling of Annual Leave, of this Agreement.
- 6.5 Separation of Service. Any employee separated from the service of the District shall receive pay for all accumulated annual leave on the same day as their separation of service, unless the employee elects to receive payment over time pursuant to said Section. The amount of payment for unused accumulated annual leave shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last working day of the employee's service. Employees covered by this Agreement may elect to receive payment for said unused accumulated leaves by one (1) of the two (2) following options:

Option 1. Employees covered by this Agreement may elect to receive one hundred percent (100%) of all accumulated annual leave on the same day as their separation of service.

Option 2. Employees covered by this Agreement upon separation of service and PERS service retirement may elect to receive payments over time which shall be used solely to pay retired employee health care premium charges in excess of the District's contribution. In the event of an employee's death, any remaining amounts



of said unused leaves shall be forwarded in a cash payment to the employee's last known address.

6.6 Maternity Leave.

- a. Definition. Maternity leave is defined as the absence from duty for a reasonable period of time, not to exceed four (4) months, due to an actual disability on account of pregnancy, childbirth, or related medical condition. Regular employment status female employees are eligible for maternity leave in accordance with the provisions of the California Government Code Section 12945.
- b. Time Period. The time period for maternity leave shall not exceed four (4) calendar months.
- c. Charged To. All maternity leave may be charged to the employee's prior accumulated sick leave and annual leave credits. Any maternity leave not covered by sick leave and/or annual leave credit shall be considered authorized leave in accordance with Section 6.12 of this Agreement.
- d. Reasonable Notice. The employee is required to give the District reasonable notice of the date such leave shall commence and the estimated duration of such leave. The District Manager shall approve such leave request if in compliance with this section.

6.7 Family Medical Leave. In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the District will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks (continuous or cumulative), per twelve (12) month calendar year period for any one or more of the following reasons:

- a. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
- b. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

- a. Eligible employee means having been employed by the District for twelve (12) months and has actually worked for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave;

- b. Employees are required to provide the District with medical verification supported by a certification from the health care provider for any leave taken relative to this section.
- c. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- d. Employees are required to use accrued annual leave as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this Agreement.
- e. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 6.6).
- f. Employees retain "employee" status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- g. Any request for additional leave may be made pursuant to Section 6.12.
- h. Any other conditions or interpretations of this leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act. The District will comply with all legal obligations and requirements pursuant to the Federal Family and Medical Leave Act and the California Family Rights Act.

6.8 Failure to Return. Any employee who fails to return to duty at the time specified on application of authorized annual, sick, maternity, administrative or other leaves of absence shall be considered to have resigned from service with the District in the absence of evidence of extenuating circumstances.

6.9 Workers Compensation.

- a. Provision. For all employees covered by this Agreement the District shall provide Workers Compensation Insurance.
- b. Notification. Any employee who is injured on the job or becomes ill from job-related causes shall be responsible for notifying the District Manager at the earliest opportunity.
- c. Benefits. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as contemplated by the Worker's Compensation Law of the State of California shall be entitled to benefits as provided by that Law. If the employee wishes to go to their own doctor, the employee must have a fully executed copy of the District's Pre-Injury Personal Physician Pre-Designation of Work Related Injury Form placed in the employee's District personnel file before an injury occurs. Said form shall indicate the name, address and phone number of the physician. If said form is

not in the file, the employee must go to the employer's doctor for the first 30 days.

- d. Leave of Absence. A leave of absence for an industrial injury or illness shall not be considered a break in service. Employees paid disability compensation as stipulated by California State Law will be allowed to supplement such compensation to full base salary with accrued sick leave, administrative leave or annual leave.

#### 6.10 Holidays.

- a. Approved Holidays. The following shall be paid holidays.

1. December 31, the day before New Year's Day
2. New Year's Day, January 1
3. Martin Luther King's Birthday, third Monday in January
4. President's Day, third Monday in February
5. Cesar Chavez Day, March 31
6. Memorial Day, last Monday in May
7. Independence Day, July 4
8. Labor Day, first Monday in September
9. Veteran's Day, November 11
10. Thanksgiving Day, fourth Thursday in November
11. Friday after Thanksgiving
12. Day before Christmas, December 24
13. Christmas Day, December 25

- b. Holiday Observance. When an approved holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. The District Office may observe additional State or local holidays as established pursuant to Government Code Section 6700 if approved by the Board of Directors.

The following rules shall apply in conjunction with the December 24-25 and December 31-January 1 holiday periods.

1. When December 25 or January 1 fall on a Saturday, the previous Thursday and Friday shall be observed and credited as holidays.
2. When December 25 or January 1 fall on a Sunday, the previous Friday and following Monday shall be observed and credited as holidays.
3. When December 25 or January 1 fall on a Monday, the following Tuesday shall be observed and credited as a holiday.

c. Annual or Administrative Leave Periods. In the event an approved holiday occurs during the period an employee is on authorized annual leave or administrative leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's annual leave or administrative leave.

6.11 Unauthorized Leave. Unauthorized leave is leave without authorized approval. No benefits shall accrue during a period of unauthorized leave.

6.12 Authorized Leave. Authorized leave is without pay and benefits, except as provided herein and may be granted by the District Manager for a period not to exceed six (6) calendar months during any twenty-four (24) month consecutive period unless otherwise approved by the District Manager due to extenuating circumstances. No authorized leave shall be granted except upon written request by the employee to the District Manager setting forth the reasons for the requested leave. During the first three (3) months of said authorized leave, for all employees covered by this Agreement and eligible for group medical, group vision, group dental and group life insurance, the employee shall be eligible to maintain group medical coverage pursuant to CalPERS rules and regulations. Employees granted Authorized Leave who wish to continue group medical insurance coverage while in a non-pay status shall be required to submit to CalPERS a Direct Payment Authorization Form, and make group medical insurance premium payments directly to CalPERS. The District shall reimburse the employee for the actual cost of said group medical insurance premium payments in accordance with applicable provisions of this Section. District shall maintain and pay all premium costs associated with the employee portion of coverage for group vision, group dental and group life insurance programs. Solely for the purpose of this Section, the premium costs for the employee's dependent(s) portion of coverage associated with said aforementioned group insurance programs shall be the sole responsibility of the employee granted authorized leave.

In addition, during the first six (6) months of said authorized leave, for all employees covered by this Agreement and eligible for long term disability insurance program, the District shall maintain and pay the premium cost of long term disability insurance program.

Annual leave and all other benefits as defined herein shall not accrue during authorized leave unless explicitly stated to the contrary within this Section. Time spent on authorized leave shall not be considered as time worked relative to advancement in job classifications, pay levels, longevity, or probationary period.

6.13 Military Leave. Military Leave, and regulations for payment pertaining thereto, shall be in accordance with the provisions of all applicable State and Federal Military Leave Codes.

- 6.14 Court Leave. Court Leave is granted for the purpose of attending court for jury duty. Court Leave will be granted without any loss of credit for other leaves of absence or credit for the employee's length of service. All employees covered by this Agreement shall be required to notify their immediate supervisor in advance, at the earliest opportunity, of the need for time off due to jury duty. A copy of the jury summons shall accompany the advance request for Court Leave. The employee will be required to produce a certificate from the court which shows the actual dates of attendance and an itemized account of any compensation received for such service. The employee will receive their regular compensation; however, any compensation received for jury duty by the employee from the court system shall be turned over to the District. It is the employee's responsibility to report for work if released from jury duty prior to the end of the normal work day.
- 6.15 Catastrophic Leave Program. The purpose of the Catastrophic Leave Program is to permit salary and benefit continuation for employees covered by the Agreement who have exhausted all paid leave due to their own serious illness or injury. All regular status employees may contribute prior accumulated Annual Leave time in hourly units, with a minimum donation of eight (8) hours. The annual maximum donation by any one (1) employee during any one (1) calendar year period (January 1-December 31) shall be fifty percent (50%) of the donor's annual leave accrual balance entitlement or fifty percent (50%) of the donor's annual leave balance at the time of transfer, whichever is less.

## SECTION 7 - INSURANCE

- 7.1 Life Insurance. During the term of this Agreement the District shall provide each active full time regular employment status employee covered by this Agreement with a paid \$50,000 group life insurance policy. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.2 CalPERS Group Medical Insurance. During the term of this Agreement the District shall maintain a group medical insurance policy in accordance with the provision of this Section for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. The District will provide medical insurance through the California Public Employees' Retirement System (CalPERS). The District's premium contribution toward medical coverage will be one hundred seventy five dollars per month (\$175.00 /month).



The District will also make available, in accordance with all applicable provisions of this section, a Flexible Benefits Plan ("Cafeteria Plan") to each active full time regular employment status employee covered by this Agreement.

Effective January 1, 2015 the amount of the District's Cafeteria Plan contribution will be as follows

- a. Employee only; \$541.00/month
- b. Employee and 1 dependent; \$1129.00/month
- c. Employee and 2+ dependents; \$1460.00/month.

Effective January 1, 2016 the amount of the District's Cafeteria Plan contribution will be as follows:

- a. Employee only; \$ 568.00/month.
- b. Employee and 1 dependent; \$1185.00/month
- c. Employee and 2+ dependents; \$1533.00/month.

Each employee covered by this Agreement shall have the option, which may be exercised no more frequently than once each calendar year during an "open" enrollment period as determined by CalPERS and/or the District, to select any medical plan provided by CalPERS. The District shall only contribute an amount up to, but not in excess of, the \$ 175.00 Monthly premium contributions and the cafeteria plan contribution, which the District would normally contribute on behalf of the employee and dependents.

Employees may also elect the following optional benefits if the employees have surplus cafeteria funds remaining after electing medical insurance coverage:

- 1. Medical reimbursement account
- 2. Dependent care assistance plan
- 3. Accident insurance made available by the District
- 4. Other eligible benefits made available by the District through the cafeteria plan

Employees who wish to participate in the optional benefits in the Cafeteria Plan, but do not have any surplus cafeteria funds, can elect to have pre-tax deductions in an amount to cover the cost of their elections.

Employees may elect not to be covered by the CalPERS medical insurance plan, provided they provide proof to the District of dual coverage from CalPERS or other approved medical coverage. Employees who decline medical insurance



coverage will be eligible to receive \$175.00 per month from the aforementioned optional pretax benefits and/or a taxable cash-out benefit.

- 7.3 Group Vision Insurance. During the term of this Agreement the District shall maintain a group vision insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.4 Group Dental Insurance. During the term of this Agreement the District shall maintain a group dental insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.5 Long-Term Disability Insurance. For all employees covered by this Agreement, the District shall pay all costs of a long-term disability insurance program. The long-term disability insurance shall be provided on the same terms as other insurance benefits.
- 7.6 Covered Employees and Dependents. For the purpose of medical, dental and vision insurance and all other plans providing dependent coverage, an employee's dependents shall be defined by the evidence of coverage as provided by the applicable insurance carrier.
- 7.7 Retired Employee Medical Insurance. Effective from the date of final approval by the Board of Directors of the San Lorenzo Valley Water District all employees covered by this Agreement who retire under the provisions of the District's retirement plan contract with PERS, said employees are currently eligible to continue PERS medical plan coverage. The District will provide a medical premium contribution for those retirees who are covered by the PERS medical plan in accordance with the following schedule of service with the District:

a. Less than 15 years of service	\$175.00 month
b. 15 to 24 years of service	\$ 225.00 month
c. 25+ years of service	\$ 275.00 month

- 7.8 Miscellaneous. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the District.
- 7.9 Interviewing Committee. A Management/Confidential Employees Unit representative shall be a member of the Interviewing Committee to recommend medical and dental insurance and retirement programs.

## SECTION 8 - OTHER BENEFITS

- 8.1 Social Security (FICA). Each employee covered by this Agreement shall pay that employee's share of the contribution to FICA.
- 8.2 CalPERS Retirement Contribution. During the term of this agreement, the District may notify the Unit in writing of any mandated PERS pension reform requirements that necessitate a change to the MOU. In the event of a PERS change, the parties agree to meet and discuss the effects of the change. The District shall make subsequent change to the MOU.
- 8.3 Tier 1: The District shall maintain Public Employees' Retirement System (PERS) benefits for classic employees covered by this MOU who are first employed by the District before effective date of the PERS contract amendment discussed in amendment 8.4 below, based upon the 2% @ 55 benefit formula. The formula shall be based upon a three (3) year average salary. Employees covered by this MOU shall be responsible for the full 7% PERS member contribution. The District shall pay 0%.
- 8.4 Tier 2: Effective January 1, 2013, the District shall amend its agreement with Public Employee Retirement System (PERS) to implement the retirement formula under Government Code Section 21535 (2% @ 62) for miscellaneous employees. The formula shall be based upon a three (3) year average salary. These changes shall apply to all new PERS members' miscellaneous eligible employees. All employees covered by this MOU shall be responsible for the full 7% PERS member contribution. The District shall pay 0%.
- 8.5 Deferred Compensation. Any employee of the District may, on a voluntary basis, enroll in a deferred compensation program offered through ICMA Retirement Corporation and/or CalPERS. An amount specified by the employee will be deducted from the employee's earnings each pay period and placed into the deferred compensation plan until such time as the employee leaves the services of the District either by separation of service or retirement.
- 8.6 Supplemental Group Life Insurance. Any employee of the District may, on a voluntary basis, enroll in a supplemental group life insurance program. Upon written approval of the employee an amount specified by the employee will be

deducted from the employee's earnings each pay period and placed into a supplemental group life insurance program until such time as the employee leaves the service of the District either by separation of service or service retirement.

- 8.7 Uniform/Safety Shoe Allowance. The following position classifications covered by this agreement shall be eligible for uniform allowance:

Director of Operations Deputy  
Director of Operations  
Engineering / GIS Manager  
Field Services Supervisor  
Water Treatment and System Supervisor

District uniforms shall consist solely of clothing articles approved by the District Manager and shall include, but not be limited to blue denim pants, work appropriate shorts, shirts, outerwear, and baseball caps. District safety shoes shall be approved by the District Manager. Each employee required to wear District approved uniforms and safety shoes shall receive District issued uniforms and/or purchase safety shoes in a combined sum not to exceed six hundred seventy five (\$675.00) per fiscal year (July 1-June 30). Employees shall be solely responsible for laundering of such uniform articles. Employees required to wear a District approved uniform shall be responsible for reporting to work in a clean and neat fashion and maintain a serviceable uniform. The District shall replace uniform clothing articles for normal wear and tear resulting from District work activities up to the total amount of the annual uniform allowance. The purchase of safety shoes shall be limited solely to the period from July 1 to May 15 of each fiscal year.

Employees who fail their probationary period or resign from the service of the District within one (1) calendar year of their date of hire shall pay back all uniform allowance cost expensed by the District on behalf of said employee. The aforementioned uniform allowance for new hires shall be prorated on a month-by-month basis. District issued uniforms shall be considered District property. The District Manager will determine the presentability of District uniforms. Any employee observed in unpresentable uniform clothing shall be required to immediately change into acceptable attire on that employee's own time in the absence of evidence of extenuating circumstances.

- 8.8 Food Cost Reimbursement. All employees covered by this Agreement shall be entitled to a reimbursement for food costs not to exceed \$15.00, in the following circumstances: 1) after working twelve (12) or more hours on a regular work day; and 2) after working in excess of four (4) hours on a day that is not a regularly-scheduled work day. Receipts shall be submitted, along with an expense report to the Manager for approval prior to reimbursement.

- 8.9 Flexible Spending Plan. Subject to all applicable Internal Revenue Service guidelines and any and all other federal, state and/or local laws or regulations regarding the administration of such flexible spending plans, the District will establish and maintain a flexible spending plan which allows employees covered by this Agreement the option to set aside a pretax salary reduction for applicable eligible benefits. It is understood that if a third party administration is retained to provide said service, any service or administration fees will be mutually agreed to by both parties. The District retains the right to select and change the third party administrator as necessary

## SECTION 9 - DISCIPLINARY ACTION

- 9.1 Notification of Disciplinary Action. The District may take disciplinary action for just cause against any employee who has completed their probationary period by notifying the employee of the action in writing. Employees who have not completed their probationary period pursuant to Section 3.4, Probationary Period, of this Agreement, may be terminated at any time for any cause, without prior notice and without right of grievance, hearing or appeal. Notification of intended disciplinary action must be in writing and served on the employee in person or by registered mail at least seventy-two (72) hours prior to effective date of the intended disciplinary action, except in an emergency situation, unless otherwise mutually agreed to by the parties. The notice must be included in the employee's personnel file, and shall include the following:
- a. Nature of Action. A statement of the nature of the disciplinary action. Disciplinary action is defined as demotion, discharge, reduction in pay, letters of reprimand and/or suspension.
  - b. Effective Date. The effective date of action, which shall be at least seventy-two (72) hours after notice of intended discipline, is served on the employee, except in an emergency situation.
  - c. Basis for Action. A statement in ordinary and concise language of the act or the omissions upon which the disciplinary action is based.
  - d. Representation. A statement that any employee may be represented by any representative of the employee's choosing relative to disciplinary action. The employee shall provide written notice relative to designated representation.
  - e. Entitlement to Meet with District Manager. A statement that the employee has the right to respond orally or in writing to the charges prior to said disciplinary action being taken. The employee shall advise the District Manager of the request for a meeting within seventy-two (72) hours after receiving the notice. If, at the employee's option, there is no meeting, the District Manager shall advise the employee in writing within five (5) calendar days after the seventy-

two (72) hour period expires, of his/her decision regarding the intended disciplinary action.

## SECTION 10 - GRIEVANCE PROCEDURE

- 10.1 Purpose. The purpose of this grievance procedure is to provide the employee with a prompt and effective procedure that will facilitate a successful resolution of problems that may arise during the course of employment.
- 10.2 Definition. A grievance is defined as a dispute or an allegation by an employee or a group of employees with respect to a single common issue against the District alleging that an expressed written provision of this Agreement has been violated, misinterpreted or misapplied.
- 10.3 Representation. Grievant(s) may be represented by any representative of the grievant(s) choosing in preparing and presenting a grievance. The employee(s) shall provide the District Manager with advanced written notice relative to designated representation pursuant to grievance procedures.
- 10.4 Time Limitations. No grievance shall be entertained or processed unless said grievance is filed in writing pursuant to Section 10.5, Step One of this Agreement, within forty-five (45) calendar days after the date of the occurrence or within forty-five (45) calendar days after the concerned employee(s) became aware of, or should have been reasonably expected to have become aware of, the events giving rise to or surrounding the alleged grievance.

If a grievance is not presented within the time limits set forth in this Section, it shall be rejected and not processed further. If a grievance is not appealed to the next step of the grievance procedure within the specified time limit or any mutually agreed extension thereof, said grievance shall be considered settled on the basis of the last answer.

- 10.5 Step One. Informal Procedure. Before proceeding to the formal grievance procedures any employees covered by this Agreement shall act promptly through an informal meeting with the District Manager to discuss and attempt to resolve the matter before it becomes the basis for a formal written grievance reduced to writing. Any resolution reached at this informal procedure must be in accordance with the provisions of this Agreement. The time limitations specified in Section 10.4, Time Limitations, of this Agreement shall include all time expended during this informal procedure.



10.6 Step Two. Any employee(s) covered by this Agreement who has a grievance shall submit it immediately to the District Manager. The grievance shall be in writing, signed by the aggrieved employee(s), and shall contain the following information:

- a. The name of the grievant(s)
- b. Specific nature of the grievance
- c. The date, time and place of occurrence
- d. Specific provision(s) of this Agreement alleged to have been violated, misinterpreted or misapplied
- e. Steps, if any taken to secure informal resolution
- f. The corrective action desired
- g. The name of any person or representative chosen by the employee to enter grievance

The District Manager shall make a decision regarding the grievance and shall provide the employee(s) with a written notice of such decision within fourteen (14) calendar days after presentation of the grievance.

10.7 Step Three. If the grievance is not settled and the employee(s) wishes to appeal the grievance to the Board of Directors, it shall be referred in writing to the Board within fourteen (14) calendar days of the District Manager's written decision. Appeals to the Board shall be in writing, signed by the aggrieved employee(s) and explain the matter appealed, setting forth a statement of desired corrective action. The Board of Directors shall make a decision and shall provide the employee(s) with a written notice of such decision within twenty-one (21) calendar days.

10.8 Arbitration. If the grievance is not settled in accordance with the foregoing procedures, the employee(s) may within fourteen (14) calendar days request that the matter be submitted for binding arbitration, within the limits of this Agreement, to the California State Conciliation Service or other service mutually agreed to by both parties. Said request for arbitration shall be filed in writing with the California State Conciliation Service and a written copy thereof served at the same time and manner on the District Manager. Upon receipt of a written request for arbitration, the District and the Organization shall select a mutually agreeable impartial arbitrator. Within ten (10) calendar days after receipt of the written request for arbitration, either party may request the State Mediation and Conciliation Service to submit a list of nine (9) representative arbitrators. Each party may alternatively scratch names from the list, the first scratch being elected by lot, and the person remaining after each party has scratched four (4) names shall be the arbitrator. It is the intent of the parties that the selection process shall be completed within thirty (30) calendar days of the receipt of the written request for arbitration,



- 10.9 Limitations on Authority of Arbitrator. The purpose of this Section is to allow the arbitrator to act in a judicial not legislative capacity to interpret the meanings of this Agreement. The arbitrator shall not render findings different from the Agreement, ordinances and/or resolutions. The arbitrator shall have no right to amend, modify, nullify, ignore, add to and/or subtract from the provisions of this Agreement, District resolutions, or District ordinances. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation and/or misapplication of the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue(s) which has not been submitted. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with in anyway, any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall submit in writing a decision within thirty (30) calendar days following close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of the Agreement to the facts of the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the District and employee(s) covered by this Agreement.
- 10.10 Payment for Arbitrator. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the District and the employee(s); provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. The employee(s) shall make their one-half payment within fourteen (14) calendar days of District's payment. If the arbitrator renders findings for the employee(s), the District shall pay the full amount of the arbitration fees.

## SECTION 11 - SEPARATION OF SERVICE

- 11.1 Termination by Employer. The District Manager shall have full power and authority to discharge for just cause any employee covered by this Agreement.
- 11.2 Termination by Employee, Adequate Notice. Any employee covered by this Agreement wishing to leave the service of the District in good standing shall file a written resignation with the District Manager at least fourteen (14) calendar days before leaving the service of the District.

## SECTION 12 - MISCELLANEOUS

- 12.1 Outside Employment. In the event an employee covered by this Agreement is self employed or accepts employment other than the District which affects their duties under the terms of this Agreement, said employee shall be considered to have resigned from the service of the District in the absence of evidence of extenuating circumstance. A leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment.
- 12.2 Vehicle Assignment. The Director of Operations shall be assigned a District vehicle to maintain communication contact with District personnel. The vehicle may be used after normal working hours within the area of residency requirement for the District pursuant to Section 3.1 of this Agreement.
- 12.3 CalPERS Pre-Tax Payroll Deduction Plan. Pursuant to all applicable CalPERS rules and regulations, the District agrees to initiate a request to participate in the PERS Pre-Tax Payroll Deduction Plan for service credit purchase(s). It is expressly understood by both parties that authorization and approval of said plan is the jurisdiction of CalPERS.
- 12.4 Entire Agreement. This Agreement which establishes and authorizes wages, hours and other terms and conditions of employment for those employees in the classification of positions set forth in Appendix "A" attached hereto and incorporated herein, completely supersedes and cancels all prior practices and agreements whether written or oral, howsoever the same may be expressed, which are contrary to or in conflict with this Agreement, including resolution and ordinances of the Board of Directors, unless expressly stated to the contrary herein and this Agreement is the complete and entire Agreement between the parties and concludes collective bargaining for its term. The parties hereby acknowledge that during negotiation which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, both parties for the duration of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the District's exercise of its rights as set forth herein on wages, hours, terms and conditions of employment.

Notwithstanding the above, the Parties agree that nothing in this Agreement shall be construed as a waiver by the Organization of its rights to meet with the District

## **APPENDIX "A"**

### **CLASSIFICATIONS REPRESENTED BY SAN LORENZO VALLEY WATER DISTRICT MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEE'S ORGANIZATION**

**ADMINISTRATIVE ASSISTANT/DISTRICT  
SECRETARY ADMINISTRATIVE/ENVIRONMENTAL  
ANALYST DIRECTOR OF OPERATIONS  
DEPUTY DIRECTOR OF OPERATIONS  
ENGINEERING/GIS MANAGER  
FIELD SERVICES SUPERVISOR  
FINANCE MANAGER  
SPECIAL PROJECTS MANAGER  
WATER TREATMENT AND SYSTEMS SUPERVISOR**

**APPENDIX "B"**  
**SAN LORENZO VALLEY WATER DISTRICT**  
**SALARY SCHEDULE**  
**EFFECTIVE NOVEMBER 1, 2014**

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
233	Director of Operations	7953	8350	8768	9206	9667	10150	10658
226	Special Projects Manager	6912	7257	7621	8001	8402	8822	9263
196	Administrative/Environmental Analyst	6625	6957	7304	7670	8053	8456	8879
195	Finance Manager	6382	6911	7257	7620	8001	8401	8821
186	Deputy Director of Operations	6372	6690	7025	7375	7744	8132	8539
183	Water Treatment and System Supervisor	6143	6451	6773	7112	7467	7841	8233
176	Engineering/GIS Manager	6008	6308	6623	6954	7302	7667	8050
166	Electrician/Instrumentation Technician	5560	5838	6130	6436	6758	7096	7451
166	Field Services Supervisor	5560	5838	6130	6436	6758	7096	7451
163	Senior Water Treatment and System Operator	5520	5796	6086	6390	6710	7046	7397
159	Network Specialist	5365	5633	5914	6210	6521	6847	7189
148	GIS/Engineering Technician	5080	5334	5601	5881	6175	6483	6808
144	Water Treatment and System Operator	5018	5269	5533	5809	6100	6405	6725
134	Senior Field Services Worker	4756	4994	5244	5506	5781	6070	6374
128	Administrative Assistant/District Secretary	4724	4961	5209	5469	5743	6030	6331
120	Customer Service Field Representative	4432	4653	4886	5130	5387	5656	5939
120	Field Services and System Coordinator	4432	4653	4886	5130	5387	5656	5939
120	Senior Customer Service/Account Specialist	4432	4653	4886	5130	5387	5656	5939
110	Field Services Worker II	4221	4432	4654	4886	5131	5387	5657
101	Customer Service/Account Specialist	4028	4229	4441	4663	4896	5141	5398
100	Field Services Worker I	4018	4218	4429	4651	4883	5127	5384

District Manager Annual Contracted Salary is \$165,000

District Counsel monthly retainer is \$3,500

**APPENDIX "B"**  
**SAN LORENZO VALLEY WATER DISTRICT**  
**SALARY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2015**

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
233	Director of Operations	8172	8580	9009	9459	9933	10429	10951
226	Special Projects Manager	7102	7457	7831	8221	8633	9065	9518
196	Administrative/Environmental Analyst	6807	7148	7505	7881	8274	8689	9123
195	Finance Manager	6763	7101	7457	7830	8221	8632	9064
186	Deputy Director of Operations	6347	6874	7218	7578	7957	8356	8774
183	Water Treatment and System Supervisor	6312	6628	6959	7308	7672	8057	8459
176	Engineering/GIS Manager	6173	6481	6805	7145	7503	7878	8271
166	Electrician/Instrumentation Technician	5713	5999	6299	6613	6944	7291	7656
166	Field Services Supervisor	5713	5999	6299	6613	6944	7291	7656
163	Senior Water Treatment and System Operator	5672	5955	6253	6566	6895	7240	7600
159	Network Specialist	5513	5788	6077	6381	6700	7035	7387
148	GIS/Engineering Technician	5220	5481	5755	6043	6345	6661	6995
144	Water Treatment and System Operator	5156	5414	5685	5969	6268	6581	6910
134	Senior Field Services Worker	4887	5131	5388	5657	5940	6237	6549
128	Administrative Assistant/District Secretary	4854	5097	5352	5619	5901	6196	6505
120	Customer Service Field Representative	4554	4781	5020	5271	5535	5812	6102
120	Field Services and System Coordinator	4554	4781	5020	5271	5535	5812	6102
120	Senior Customer Service/Account Specialist	4554	4781	5020	5271	5535	5812	6102
110	Field Services Worker II	4337	4554	4782	5020	5272	5535	5813
101	Customer Service/Account Specialist	4139	4345	4563	4791	5031	5282	5546
100	Field Services Worker I	4128	4334	4551	4779	5017	5268	5532

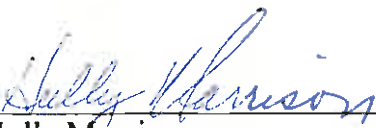
District Manager Annual Contracted Salary is \$165,000


District Counsel monthly retainer is \$3,500

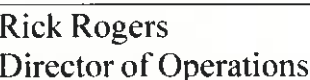
over changes the District proposes to make regarding mandatory subjects of bargaining.


DATED:

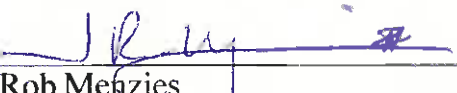
MANAGEMENT EMPLOYEES:

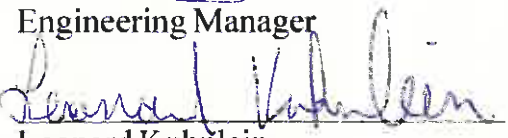
  
Holly Morrison  
Administrative Assistant/District Secretary

  
Jennifer Michelsen  
Administrative Environmental Analyst

  
Rick Rogers  
Director of Operations


  
James Furtado  
Deputy Director of Operations

  
Rob Mehzi  
Engineering Manager

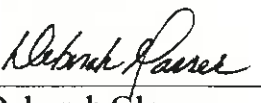
  
Leonard Kuhnlein  
Field Services Supervisor


  
Stephanie Hill  
Finance Manager

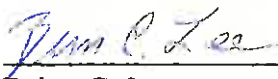
  
Joel Busa  
Special Projects Manager

  
Mike Legg  
Water Treatment and Systems Supervisor

SAN LORENZO VALLEY WATER  
DISTRICT:

  
Deborah Glasser  
District Chief Negotiator

  
Margaret Bruce  
President of the Board

  
Brian C. Lee  
District Manager



SAN LORENZO VALLEY WATER DISTRICT

RESOLUTION NO. 41 (14-15)

SUBJECT: BUDGET AMENDMENT FOR FISCAL YEAR 2014-2015; ADOPTED  
MEMORANDUM OF UNDERSTANDING EMPLOYEE UNITS ("MOU")

WHEREAS, the District adopted the Annual Budget for Fiscal Year 2014-2015,  
which did not factor in any changes to the MOU's.

WHEREAS, the District desires to amend the Annual Budget for an estimated  
amount of \$64,000 for the monetary changes in the MOU.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San  
Lorenzo Valley Water District that the District has approved to amend the Annual Budget for  
Fiscal Year 2014-2015 in the sum of \$64,000.

\* \* \* \* \*

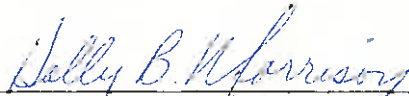
PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley  
Water District, County of Santa Cruz, State of California, on the 19th day of February, 2015 by  
the following vote of the members thereof:

AYES: Brown, Ratcliffe, Hammer, Baughman

NOS:

ABSTAIN:

ABSENT: Bruce



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 42 (14-15)**

**SUBJECT:   FIXING AND ADOPTING A BULK WATER SERVICE RATE  
SCHEDULE**

WHEREAS, pursuant to California Water Code Sections 31007 and 31101, the Board of Directors of the San Lorenzo Valley Water District is authorized to fix and direct collection of water service rates in an amount sufficient to meet the operating expenses of the District, to provide for repairs and depreciation of the works and facilities of the District, to meet financial reserves for bonded indebtedness, and to obtain funds for capital projects needed to maintain service within the District; and

WHEREAS, the Board of Directors has reviewed and considered the projected expenses and revenues of the District, and has found and determined that an increase in bulk water service rate schedule is necessary; and

WHEREAS, in compliance with District procedures, the Board of Directors held a public hearing to hear and consider all public testimony and written protests against the proposed increase to the bulk water service rate schedule; and

WHEREAS, the Board has considered the proposed increases in bulk water rates as presented; and

WHEREAS, in accordance with Ordinance 8, water rates may be established by resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District as follows:

Section 2.       R16.7(f) is hereby amended to read as follows

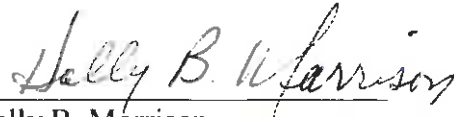
R16.7(f)       Bulk Water

The schedule of charges for bulk water shall be the minimum monthly basic water service charge of \$102.50, in addition to a consumption charge of \$10.00 for each unit of water delivered. The minimum monthly basic bulk water service charge shall only be applicable for each monthly billing period during which any bulk water is used. The minimum monthly basic water service charge and consumption charge for bulk water shall be in accordance with the consumption charges for regular metered service.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 16<sup>th</sup> day of April, 2015 by the following vote of the members thereof:

AYES: Ratcliffe, Bruce, Brown, Baughman  
NOES: Hammer  
ABSTAIN:  
ABSENT:

A handwritten signature in cursive script, reading "Holly B. Morrison".

Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

**SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 43 (14-15)**

**SUBJECT: RESOLUTION OF APPRECIATION FOR THE MEMBERS THE 2013-2014  
EDUCATION GRANT ADVISORY COMMISSION**

WHEREAS, THE Education Grant Advisory Commission (the Commission) was established by the Board of Directors in 2003 to advise the Board regarding the selection and allocation of Education Program grants; and

WHEREAS, the Board of Directors re-established and expanded the Education Grant Program in May 2012 to include an additional round of funding for Data Collection/Restoration grants; and

WHEREAS, Alexis Krostue, Charlee Wagner, Donna Ziel, Jean Van Ausdall and Peggy Focha-Smart served as appointees to the Commission, giving generously of their time, expertise, and insights, and

WHEREAS, the Commission evaluated 2013 & 2014 Classic Education and Data Collection/Restoration Program Grant proposals according to established procedures, and

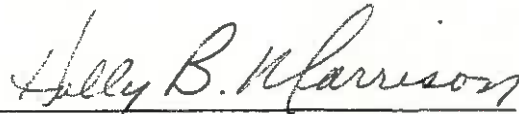
WHEREAS, the Commission recommended two Data Collection/Restoration Grants and twelve Education Program grant proposals to satisfy the mission of the Education Program and to be worthy of funding.

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the San Lorenzo Valley Water District commends and thanks each member of the Education Grant Advisory Commission for their dedication and their contributions to the Commission, the San Lorenzo Valley Water District and the larger San Lorenzo Valley community.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 16<sup>th</sup> day of April, 2015 by the following vote of the members thereof:

AYES:                Baughman, Hammer, Ratcliffe, Bruce and Brown  
NOES:  
ABSTAIN:  
ABSENT:



Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**Resolution No. 44 (14-15)**

**SUBJECT: NATIONAL DRINKING WATER WEEK; MAY 3-9 2015**

WHEREAS, National Drinking Water Week was established to highlight the importance of tap water and the need to reinvest in our water infrastructure;

WHEREAS, the district is in the process of prioritizing our Capital Improvement Program, investing in our water infrastructure;

WHEREAS, the San Lorenzo Valley Water District Board declared a Water Shortage Emergency in 2014, which is still in effect, as we head into the 4<sup>th</sup> year of drought;

WHEREAS, the improvement of infrastructure will play a key role in providing safe and reliable drinking water to residents of the San Lorenzo Valley for future generations;

WHEREAS, during the week of May 3-9 the San Lorenzo Valley Water District joins with the Environmental Protection Agency & American Water Works Association to increase the understanding of water infrastructure and the need for upgrade and replacement.

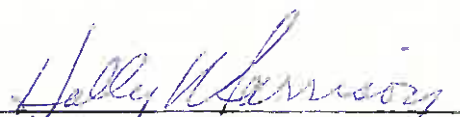
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby proclaim May 3<sup>rd</sup> - 9<sup>th</sup> 2015 as "NATIONAL DRINKING WATER WEEK" and urges all the citizens and customers of the San Lorenzo Valley Water District to join with other local water organizations in their effort to make improvements to water infrastructure system and nationwide.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 16<sup>st</sup> of April, 2015 by the following vote of the members thereof:

**ROLL CALL**

AYES:           Baughman, Ratcliffe, Bruce, Brown and Hammer  
NOES:  
ABSENT:  
ABSTAIN:

  
\_\_\_\_\_  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT

**Resolution No. 45 (14-15)**

**SUBJECT: WATER AWARENESS MONTH; MAY 2015**

WHEREAS, the Governor of California declared a drought emergency in January 2014, acknowledging extremely dry conditions have persisted since 2012 and have continued into 2015 may continue into the future.

WHEREAS, the Governor of California issued an executive order to strengthen the state's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water.

WHEREAS, the San Lorenzo Valley Water District Board declared a Water Shortage Emergency in 2014, which is still in effect, as we head into the 4<sup>th</sup> year of drought.

WHEREAS, the San Lorenzo Valley Water District finds that the ordinary demand and requirements of water consumers cannot be satisfied without depleting the water supply of the resources to the extent that there would be insufficient water for human consumption, sanitation, and fire protection;

WHEREAS, during the month of May water agencies, cities, counties and organizations throughout California will organize activities to educate the public about water management efforts of business, agriculture, industry, and others; and

WHEREAS, during the month of May, the San Lorenzo Valley Water District joins with the California Water Awareness Campaign, composed of various urban and agricultural water agencies cities, farm bureaus and other organizations to work to increase understanding of water and to make water conservation a way of life.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby proclaim May 2015 as "WATER AWARENESS MONTH" and urges all the citizens and customers of the San Lorenzo Valley Water District to join with other local water organizations in their effort to help Californians conserve and use water wisely.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 16<sup>st</sup> of April, 2015 by the following vote of the members thereof:

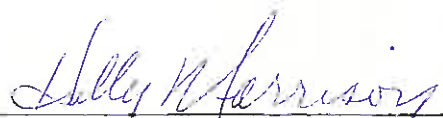
**ROLL CALL:**

AYES: Baughman, Ratcliffe, Bruce, Brown and Hammer

NOES:

ABSENT:

ABSTAIN:

  
Holly Morrison, District Secretary  
San Lorenzo Valley Water District



SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 46 (14-15)

SUBJECT: RESOLUTION FOR WATER DISTRIBUTION SYSTEM  
IMPROVEMENTS, APN 082-343-16

WHEREAS, Anne M. Hansen and Laurretta Kaefer, the owners of APN 082-343-16 desire domestic water service from the District and to install approximately 135 feet of 2" polyethylene water main required to provide that water service; and

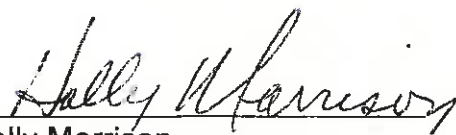
WHEREAS, staff has determined that the cost of said installation and materials for said 2" water main extension should be the property owner's responsibility; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Lorenzo Valley Water District hereby agrees to the installation of approx. 135 feet of 2" polyethylene water main to APN 082-343-16. The cost of said installation and materials for said 2" water main extension should be the property owner's responsibility. The District Manager is hereby authorized and directed to execute said agreement between the District and Anne M. Hanson and Laurretta Kaefer and carry out all necessary actions to fulfill said agreement.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 7<sup>th</sup> day of May, 2015, by the following vote of the members thereof:

AYES: Baughman, Hammer, Bruce, Brown, Ratcliffe  
NOES:  
ABSTAIN:  
ABSENT:

  
Holly Morrison  
District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER  
DISTRICT

**RESOLUTION NO. 47 (14-15)**

SUBJECT: DESIGNATING JUNE 21-27, 2015, as AMATEUR RADIO WEEK

WHEREAS, the Federal Communications Commission licenses all amateur radio operators to provide public and emergency communications, develop and maintain a pool of radio operators, and promote domestic and international goodwill; and

WHEREAS, ***Santa Cruz County Amateur Radio Club, Santa Cruz County Emergency Radio Services, San Lorenzo Valley Amateur Radio Club, and the UCSC Amateur Radio Club*** are known throughout the county, state and nation for their outstanding dedication and commitment to safety and preparedness; and

WHEREAS, amateur radio operators in San Lorenzo Valley and Santa Cruz County provide thousands of hours of volunteer support to several agencies including; CALFIRE, County Sheriff's Office, County Police Department, the American Red Cross, the Department of Homeland Security, the National Weather Service and the Salvation Army. They also provide invaluable assistance during parades, charity bike rides, running and walking events; and

WHEREAS, local amateur radio operators work closely with federal, state, city and county emergency service organizations to provide volunteer communication services during wild fires, severe weather, natural disasters, communications and power outages, accidents and other emergencies; and

WHEREAS, the amateur radio community represented by the Santa Cruz County Amateur Radio Club, San Lorenzo Valley Amateur Radio Club, UCSC Amateur Radio Club and the Santa Cruz County Amateur Radio Emergency Service (A.R.E.S.) has been active supporting the Emergency Operation Center, CALFIRE, the Sheriff's Department, California Highway Patrol, Search & Rescue, Large Animal Rescue Team, groups and volunteer agencies in their contributions of service to the community; and

WHEREAS, this year's Amateur Radio Relay League Field Day exercises will take place at the CAL FIRE Training Facility in Ben Lomond and at UCSC East Field on Saturday, June 27, and Sunday, June 28.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that June 21 -27, 2015 be proclaimed as Amateur Radio Week in the District of the State of California, and call on all residents to support this very important emergency preparedness exercise, and recognize the tremendous contributions Santa Cruz County amateur radio operators have made to our community.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 21st day of May, 2015 by the following vote of the members thereof:

AYES: Hammer, Bruce, Brown, Ratcliffe, Baughman  
NOES:  
ABSTAIN:  
ABSENT:



Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

SAN LORENZO VALLEY WATER DISTRICT  
RESOLUTION NO. 48 (14-15)

**SUBJECT: RESOLUTION OF APPRECIATION FOR JOEL BUSA**

WHEREAS, on December 11, 1975 Joel Busa was first hired by San Lorenzo Valley Water to the position of Meter Reader; and

WHEREAS, Joel Busa worked his way up the ranks to Water Treatment and System Supervisor; and

WHEREAS, on May 28, 2014 Joel Busa was appointed by San Lorenzo Valley Water to the position of Special Projects Manager; and

WHEREAS, Joel Busa faithfully served the San Lorenzo Valley Water District for a period of 38 years; and

WHEREAS, Joel Busa distinguished himself with many commendations and resolutions for safety, outstanding efforts and commitment to the good of the District during emergencies; and

WHEREAS, Joel Busa has participated in educating the public, specifically school children, in the operations of water treatment and systems, and has been identified as a gifted teacher; and


WHEREAS, Joel Busa is truly deserving of special honors and the highest commendations for service provided to the San Lorenzo Valley Water District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that Joel Busa is hereby commended for 38 years of devoted and dedicated service to the San Lorenzo Valley Water District, that he has the deepest respect of all those who have been privileged to know and work with him, and that his outstanding effort and dedication will be sorely missed.

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 21st day of May, 2015, by the following vote of the members thereof:

AYES:           Baughman, Hammer, Brown, Ratcliffe, Bruce  
NOES:  
ABSTAIN:  
ABSENT:

  
Holly B. Morrison  
District Secretary  
San Lorenzo Valley Water District

RESOLUTION NO. 49 (14-15)

**A RESOLUTION OF THE GOVERNING BODY OF THE  
San Lorenzo Valley Water District  
FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT  
RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

**WHEREAS**, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

**WHEREAS**, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

**WHEREAS**, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 - Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

**WHEREAS**, SDRMA's Board of Directors approved Policy No. 2015-01 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

**WHEREAS**, Policy No. 2015-01 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the San Lorenzo Valley Water District selects the following candidates to serve as Directors on the SDRMA Board of Directors:

(continued)

**OFFICIAL 2015 ELECTION BALLOT  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY  
BOARD OF DIRECTORS**

**VOTE FOR ONLY THREE (3) CANDIDATES**

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 5:00 p.m., Tuesday, August 25, 2015. Faxes or electronic transmissions are NOT acceptable.



**ROBERT SWAN**

Director/President, Groveland Community Services District



**ED GRAY (INCUMBENT)**

Director/President, Chino Valley Independent Fire District



**R. MICHAEL WRIGHT**

Director/President, Los Osos Community Services District



**SANDY SEIFERT-RAFFELSON (INCUMBENT)**

District Clerk, Herlong Public Utility District

**ADOPTED** this 4<sup>th</sup> day of June, 2015 by the San Lorenzo Valley Water District by the following roll call votes listed by name:

**AYES:** Baughman, Hammer, Brown, Bruce, Ratcliffe

**NOES:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ATTEST:**

Sally B. Harrison

**APPROVED:**

M. Bruce



**SAN LORENZO VALLEY WATER DISTRICT**

**RESOLUTION NO. 50 (14-15)**

**SUBJECT: APPROVAL OF EDUCATION PROGRAM ADVISORY COMMISSION FUNDING  
RECOMMENDATIONS FOR 2015 CLASSIC WATERSHED GRANT PROPOSALS**

WHEREAS, the Education Program Advisory Commission (Commission) was established by the Board of Directors in 2003 to advise the Board regarding the selection and allocation of Education Program grants; and

WHEREAS, staff publicly noticed the 2015 Education Program Grant Notice of Availability 30 days prior to the April 3, 2015 application deadline; and

WHEREAS, staff received six (6) Classic Watershed Education Program grant proposals according to established procedures; and

WHEREAS, the Commission found six 2015 Classic Watershed Education Program grant proposals to satisfy the mission of the Education Program and to be worthy of funding; and

WHEREAS, Exhibit A summarizes the six 2015 Classic Watershed Education Program Grant proposals recommended for funding and the Commission's recommended funding levels; and

WHEREAS, the Board of Directors has reviewed and considered said recommendation,

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that: The Board of Directors hereby approves the funding for the 2015 Classic Watershed Grant applications at the amount determined by the Board.

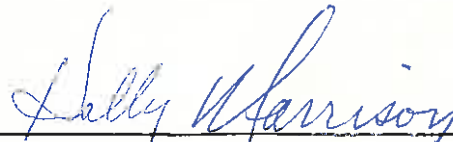
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 4th of June, 2015 by the following vote of the members thereof:

AYES: Baughman, Hammer, Bruce, Ratcliffe, Brown

NOS:

ABSTAIN:

ABSENT:

A handwritten signature in blue ink, reading "Holly Morrison", is written over a horizontal line.

Holly Morrison  
District Secretary

# **SAN LORENZO VALLEY WATER DISTRICT**

## **RESOLUTION NO. 51 (14-15)**

**SUBJECT: ADOPTION OF FISCAL YEAR BUDGET 2015-2016**

WHEREAS, a proposed Budget for Fiscal Year 2015-2016 has been prepared by Staff; and

WHEREAS, the Finance Committee considered and reviewed the proposed budget at their May 13, 2015 committee meeting; and

WHEREAS, the Board of Directors considered and reviewed the proposed budget at their May 26, 2015 Special Board of Directors meeting; and

WHEREAS, the Finance Committee again considered and reviewed the proposed budget at their June 3, 2015 committee meeting; and

WHEREAS, the Board of Directors considered and reviewed the proposed budget at their June 4, 2015 regular Board of Directors meeting; and

WHEREAS, the Finance Committee again considered and reviewed the proposed budget at a Special Meeting on June 10, 2015; and

WHEREAS, the Board of Directors again considered and reviewed the proposed budget at their June 18, 2015 regular Board of Directors meeting; and

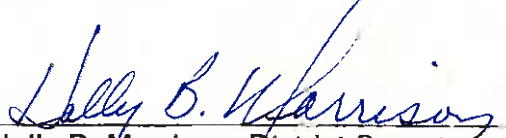
WHEREAS, the Board of Directors has reviewed and considered the current status of all designated Reserve Funds,

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the Budget for Fiscal Year 2015-2016 is adopted, the District Manager is hereby authorized and directed to implement said budget.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 18<sup>th</sup> Day of June 2015 by the following vote of the members thereof:

AYES: Baughman, Bruce, Ratcliffe, Brown  
NOES:  
ABSTAIN:  
ABSENT: Hammer

  
Holly B. Morrison, District Secretary  
San Lorenzo Valley Water District