

AGENDA
1082nd MEETING OF THE BOARD OF TRUSTEES
OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
AUGUST 12TH, 2020

TIME: 5:00 P.M.
PLACE: Teleconference Only, **see below**
TRUSTEES: Wendi Poulson President, City of Alameda
P. Robert Beatty, Vice-President, City of Berkeley
Betsy Cooley, Secretary, City of Emeryville
Cathy Roache, County-at-Large
Shawn Kumagai, City of Dublin
George Young, City of Fremont
Elisa Márquez, City of Hayward
James N. Doggett, City of Livermore
Eric Hentschke, City of Newark
Jan O. Washburn, City of Oakland
Andrew Mingst, City of Piedmont
Julie Testa, City of Pleasanton
Victor Aguilar, City of San Leandro
Subru Bhat, City of Union City

1. Call to order.
2. Roll call.
3. President Poulson invites any member of the public to speak at this time on any issue relevant to the District. (Each individual is limited to three minutes).
4. Approval of the minutes of the 1081st meeting held July 8th, 2020 (**Board action required**)
5. Presentation by Associate Vector Scientist Miguel Barretto: Simulating A1 Larvicide Applications to Improve Efficiency. (Information Only)
6. First reading of revisions to chapter 300 of District policy (Information Only)
 - a. Report
 - b. Revised version
 - c. Clean version
7. Alameda LAFCo Certificate of Completion of the City of Albany to the District (Information only).
8. Impact of COVID-19 on District check registry and CalPERS health costs (Information only).
9. Exploration of Mid-Career Retention and Recruitment Benefit (Information only).
10. Financial Reports as of July 31st, 2020: (Information only).
 - a. Check Register
 - b. Income Statement
 - c. Investments, reserves, and cash report
 - d. Balance Sheet (and attached guide)

11. Presentation of the Monthly Staff Report (Information only).
12. Presentation of the Manager's Report (Information only).
 - a. Introduction of new employee: Judi Pierce, Public Outreach Coordinator
 - b. US Senate Bill 4308: Special Districts Provide Essential Services Act (Sinema [AZ], Cornyn [TX])
 - c. ACMAD pending application to be a voting location for the general election
 - d. Update on the impact COVID-19 has on District operations (verbal report)
13. Board President asks for reports on conferences and seminars attended by Trustees.
14. Board President asks for announcements from members of the Board.
15. Board President asks trustees for items to be added to the agenda for the next Board meeting.
16. Adjournment.

RESIDENTS ATTENDING THE MEETING MAY SPEAK ON ANY AGENDA ITEM AT THEIR REQUEST.

Please Note: Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Ryan Clausnitzer at least 48 hours before the meeting at 510-783-7744 or acmad@mosquitoes.org.

IMPORANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time.
- The meeting will be conducted via teleconference using Zoom. (See Executive Order 29-20)
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

HOW TO OBSERVE THE MEETING:

Telephone: Listen to the meeting live by calling Zoom at **(669) 900-6833**
Enter the **Meeting ID# 894 1038 8424** followed by the pound (#) key.

Computer: Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/89410388424>

Mobile: Log in through the Zoom mobile app on a smartphone and enter **Meeting ID# 894 1038 8424**

HOW TO SUBMIT PUBLIC COMMENTS:

Before the Meeting: Please email your comments to acmad@mosquitoes.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 12:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Trustees at the meeting. Comments received after this time will be treated as contemporaneous comments.

Contemporaneous Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. Please email your comments to acmad@mosquitoes.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all comments timely received will be read aloud at the meeting (not to exceed three minutes at staff's cadence). Comments received after the close of the public comment period will be added to the record after the meeting.

MINUTES

1081st MEETING OF THE BOARD OF TRUSTEES OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

July 8th, 2020

TIME: 5:00 P.M.
PLACE: *Zoom Teleconference Only*
TRUSTEES: Wendi Poulson, President, City of Alameda
P. Robert Beatty, Vice-President, City of Berkeley
Betsy Cooley, Secretary, City of Emeryville
Cathy Roache, County-at-Large
Shawn Kumagai, City of Dublin
George Young, City of Fremont
Elisa Marquez, City of Hayward
James N. Doggett, City of Livermore
Eric Hentschke, City of Newark
Jan O. Washburn, City of Oakland
Andrew Mingst, City of Piedmont
Julie Testa, City of Pleasanton
Victor Aguilar, City of San Leandro
Subru Bhat, City of Union City

1. Board President Poulson called the regularly scheduled board meeting to order at 5:00 P.M.
2. Trustees Poulson, Beatty, Cooley, Roache, Kumagai, Young, Marquez, Doggett, Hentschke, Mingst, Testa, Aguilar and Bhat were present on the Zoom conference, Trustee Washburn was absent.
3. Board President Poulson invited members of the public to speak on any issue relevant to the District. No public comments were submitted prior or during the meeting.
4. Approval of minutes of the 1080th meeting held June 10th, 2020.
Motion: Trustee Aguilar moved to approve the minutes
Second: Trustee Cooley
Vote: motion carries: unanimous.
5. Presentation of the updated Invasive *Aedes* Response Plan
Discussion:
Trustee Hentschke asked to be invited to the upcoming invasive *Aedes* lab practicum (yes). Vice-President Beatty asked if the response plan is for all invasive *Aedes* species (the response plan is focused on controlling the introduction of *Aedes aegypti* and *Aedes albopictus*), and mentioned that while Alameda County has native *Aedes*, they may not be as aggressive as the invasive species. Trustee Mingst asked if there is a formal method to incorporate the best practices from other mosquito control districts (yes, besides attending academic conferences, the District has joined affected Districts on research papers).

6. Presentation of the Financial Reports as of June 30th, 2020.

Discussion:

The General Manager presented the Financial Reports as of June 30th, 2020 and fielded the following question from President Poulson who asked about the payments to Leading Edge (the payments were for database updates and improvements mostly related to the unmaintained swimming pool program).

7. Presentation of the Monthly Staff Report.

8. Presentation of the Manager's Report.

9. Board President Poulson asked for reports on conferences and seminars attended by Trustees. None.

10. Board President Poulson asked for announcements from the Board. None.

11. Board President Poulson asked trustees for items to be added to the agenda for the next Board meeting. None.

12. The meeting adjourned at 5:44 P.M.

Respectfully submitted,

Approved as written and/or corrected
at the 1081st meeting of the Board of
Trustees held July 8th, 2020

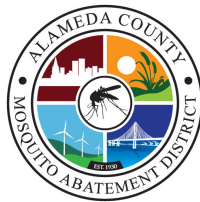
Wendi Poulson, President
BOARD OF TRUSTEES

Betsy Cooley, Secretary
BOARD OF TRUSTEES

Simulating A1 larvicide applications to improve efficiency

Miguel Barretto

Associate Vector Scientist



August ACMAD Board Meeting



1

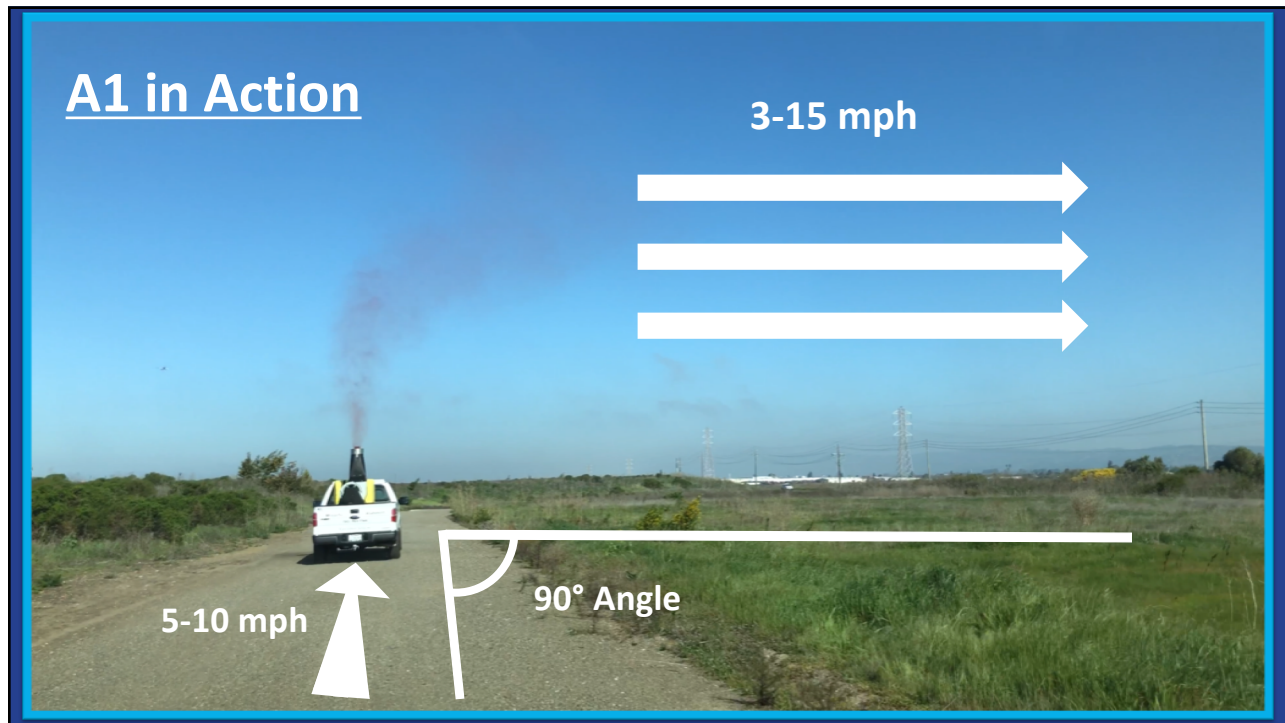
A1 Super Duty Mist Blower

Used for WALs (Wide Area Larvicide Spraying):

- Treats large area quickly
- Fine mist penetrates obstructed breeding sites
- Less staff hours spend treating = \$\$\$'s saved





2



3

Primary uses

- WALs was developed to control *Aedes aegypti* in cluttered back yards



4

Primary uses

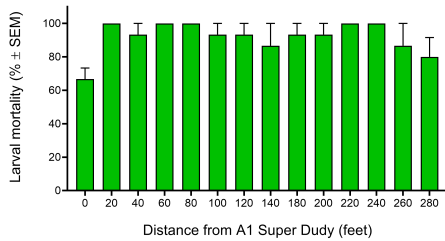


- WALs was developed to control *Aedes aegypti* in cluttered back yards
- Effectiveness of WALs in marsh being evaluated by ACMAD



5

Primary uses



- WALs was developed to control *Aedes aegypti* in cluttered back yards
- Effectiveness of WALs in marsh being evaluated by ACMAD
- Larvicide distribution for each WALs application can be measured
 - Staff hours to assess each time reduces cost savings of WALs



6

Primary uses

Wind Direction and Speed



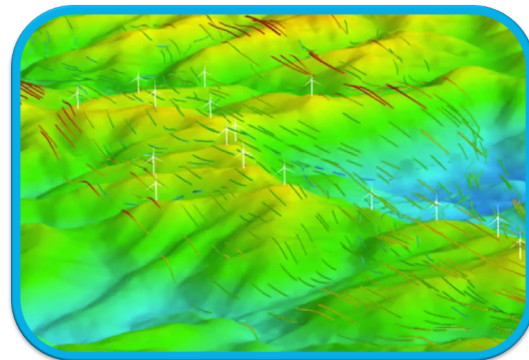
- WALs was developed to control *Aedes aegypti* in cluttered back yards
- Effectiveness of WALs in marsh being evaluated by ACMAD
- Larvicide distribution for each WALs application can be measured
 - Staff hours to assess each time reduces cost savings of WALs
- Replication difficult with variable environmental conditions in the marsh



7

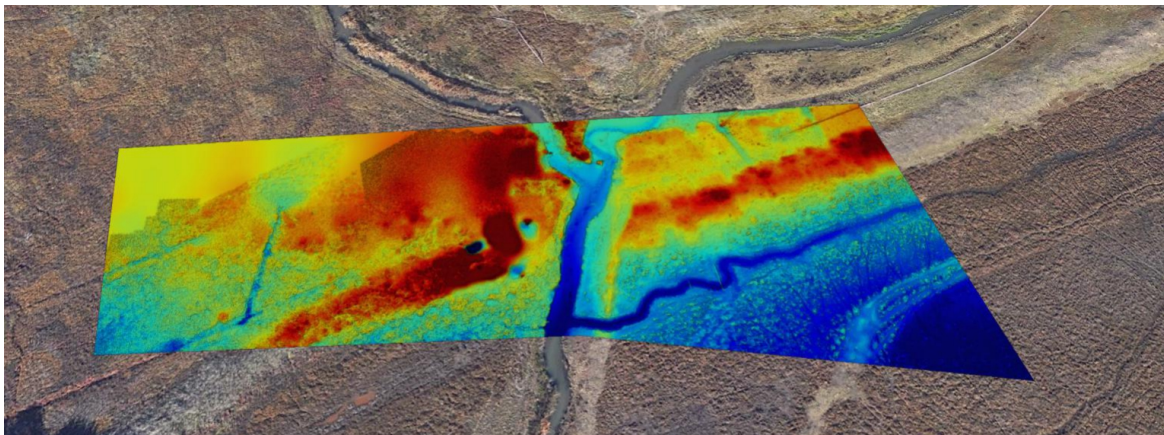
Model larvicide mist deposition instead

- Mist particle size and velocity out of A1 is constant
- Wind speed and direction vary daily in marsh
- Wind variables can be modeled based on current conditions to predict where larvicide will be deposited



8

Mist modeling in marsh



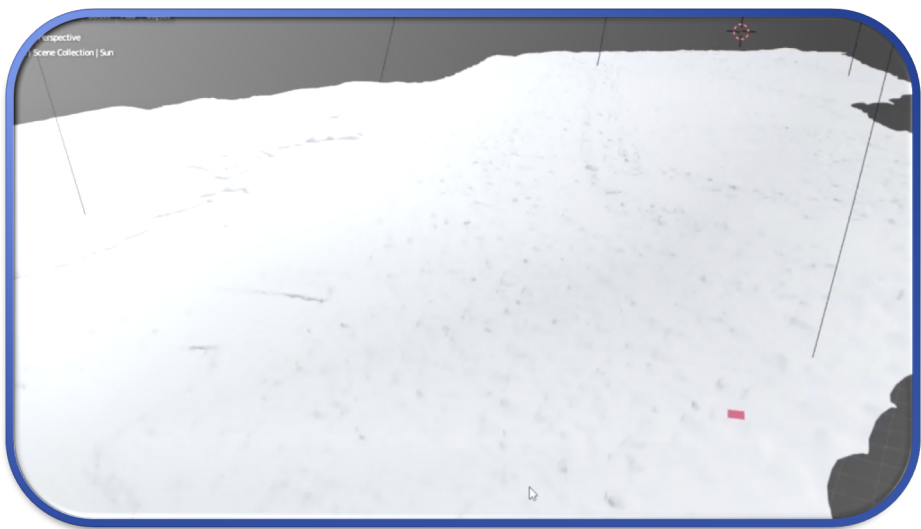
Elevation map using drone imagery



Mist modeling in marsh

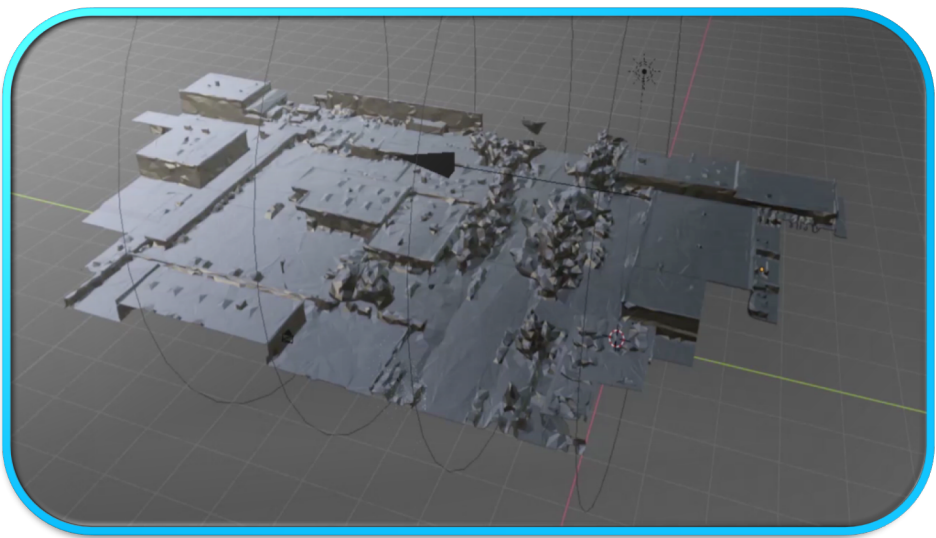


Mist modeling in marsh



11

Mist modeling in urban setting

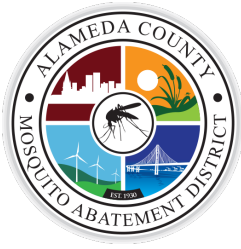


12

Next Steps

- Evaluate the model for typical WALs applications
 - Controlling *Aedes aegypti* in cluttered backyards
- Using the drone, collect 3D imagery of an abandoned house
- Compare the model results to actual larvicide deposition pattern





23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Board of Trustees

President

Wendi Poulson

Alameda

Vice-President

Robert Beatty

Berkeley

Secretary

Betsy Cooley

Emeryville

Cathy Roache

County at Large

Shawn Kumagai

Dublin

George Young

Fremont

Elisa Márquez

Hayward

James N. Doggett

Livermore

Jan O. Washburn

Oakland

Eric Hentschke

Newark

Andrew Mingst

Piedmont

Julie Testa

Pleasanton

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

ACMAD Policy Update 2020: 1st Board Review of Chapter 300

The proposed policy update, as mentioned at the June Regular Board meeting, will address remote/ telework along with some clean-up language.

Some notable changes:

- Added the Public Outreach Coordinator Position throughout.
- Reduced steps in the Vector Scientist series from eleven to nine.
- Cap on compensatory hours increased from 80 to 240 (to comply with federal law).
- Changed Columbus Day to Indigenous Peoples Day.
- Stated an 8-hour annual cap on floating holidays with no rollover.
- Administrative leave for exempt employees now in policy (was previously only mentioned in the MOU),
- Added a remote working section: 309.

We are in step 5 of the policy revision process (**bolded** below):

1. The General Manager determines which policies may be out of compliance, drafts revisions, and has those revisions reviewed by an HR consultant.
2. This draft is shared with supervisory staff for comments.
3. That update is then shared with the ACMAD Policy Committee for review.
4. Any changes are reviewed by the Employee Association.
5. If changes are requested by the employee association, step 3 is repeated. **If no changes are suggested, that agreed upon draft is placed in the Board packet for the 1st Board reading.**
6. If changes are requested at the Board meeting, steps 3-4 are repeated, if no changes are made, the policies are placed in the following Board packet for a 2nd reading and adoption by the Board of Trustees.
7. The updated policies are then provided to staff and posted to the website.

Attached: redline version, clean version

CHAPTER 300. SALARIES AND WORKING CONDITIONS OF EMPLOYEES

Section 301. Salaries

301.1 Compensation Plan

301.1.1 The District has developed a compensation plan that is intended to achieve and support the following goals and objectives:

- (a) The plan enables the District to recruit and retain highly qualified employees;
- (b) The plan provides equitable salaries within a structure where positions are paid in appropriate relationship to each other in the organization and comparable agencies;
- (c) The plan recognizes employee performance and motivates employees to improve their level of performance on the job; and
- (d) The plan is flexible in administration.

301.1.2 Salaries, benefits and working conditions are subject to the meet and confer process with recognized employee bargaining units. In establishing a framework for review of compensation, the District takes into account compensation in place in Alameda County as well as adjacent mosquito abatement districts, unless otherwise modified through the bargaining process.

301.1.3 The salary of the General Manager shall be considered independently of other District positions.

~~301.2 Salary Steps~~

301.2 Salary Steps

301.2.1 Entry-level field personnel shall be hired at the position of Assistant Mosquito Control Technician ~~—or Assistant Vector Scientist~~ for a minimum of six months and until certification as a ~~Vector Mosquito~~ Control Technician is received, at which time they shall advance to the position of Mosquito Control Technician ~~or Associate Vector Scientist~~. The salary for the position of Assistant Mosquito Control Technician ~~and Assistant Vector Scientist~~ is approximately 5% below ~~step 1 that~~ of Mosquito Control Technician ~~and Associate Vector Scientist~~ ~~respectively step 1.~~

Formatted: Centered

Formatted: Font: Not Bold

Formatted: Left

Formatted: Indent: Left: 0.6", Hanging: 0.74"

Formatted: Indent: Left: 1.34"

Formatted: Indent: Left: 0.6"

Formatted: Indent: Left: 0", Hanging: 0.6"

Formatted: Indent: Left: 0.6", Hanging: 0.74"

301.2.2 The ~~recommended plan for the~~ positions of Mosquito Control Technicians, Associate Vector Scientist, Accounting Associate, Public Outreach Coordinator, Lab Director, and Field Operations Supervisor consists of a series of salary ranges, each containing five steps. Each step is approximately 5% above the preceding step in that range.

~~301.2.3 The positions of IT Director, Regulatory & Public Affairs Director, and Mechanical Specialist consist of a series of salary ranges, each containing five steps. Each step is approximately 2.5% above the preceding step in that range.~~

301.2.34 For each salary range, the first step is considered the entrance rate and the top step the maximum, unless the General Manager finds merit; the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District; or due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy. Ordinarily, new employees would ~~be started~~ at the minimum rate and progress to the second step after six months of satisfactory ~~service~~. The third step is achieved after an additional six months of satisfactory service. Each remaining step is reached after one year of satisfactory service at the preceding step ~~except the Mosquito Control Technician Position and Associate Vector Scientist Positions step 5 which may qualify to apply for the Vector Biologist and Vector Scientist positions after six months. This provision applies to all represented employees.~~

~~301.2.4 The positions of IT Director, Regulatory & Public Affairs Director, Mechanical Specialist, Associate Vector Scientist, Vector Scientist, and Laboratory Scientist consist of a series of salary ranges, each containing five steps. Each step is 2.5% above the preceding step in that range. Progression from step 1 through step 5 follows the plan described in 301.2.3, above.~~

301.2.54 The position of Vector Biologist consists of two steps and Vector Scientist consists of three steps. Each Vector Biologist step 2 is approximately 5% above the salary range of the previous step 4 and can be achieved after one year of satisfactory service or unless the General Manager finds merit; the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District; or due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy .

~~301.2.5 The positions of IT Director, Regulatory & Public Affairs Director, Mechanical Specialist, and Laboratory Scientist consist of a series of salary ranges, each containing five steps. Each step is 2.5% above~~

~~the preceding step in that range. Progression from step 1 through step 5 follows the plan described in 301.2.3, above.~~

301.2.6 If an employee is promoted or changes position in the District service to another position in a higher salary schedule, the salary shall be the amount provided in the schedule step for the new position, which is at least one step higher than the amount received in the former position, but may not exceed the salary schedule. -Such salary will be pro-rated from the effective date of promotion to the end of the subject pay period. The date of promotion or advancement will be the new anniversary date established for the employee for purposes of evaluation and advancement in the salary range.

301.2.7 The Board may provide for longevity pay as agreed upon in the Employees' Association Memorandum of Understanding.

301.3. Workweek and Pay Days

301.3.1 The standard workweek is defined as any consecutive seven-day period at 12:00 a.m. of any Sunday and ending at 11:59 p.m. the following Saturday.

301.3.2 Established paydays for the District are the 15th and last working day of the month. ~~Employees will be paid for time worked from the 1st through the 15th on the 15th of the month; time worked between the 16th and the end of the month will be paid on the last working day of the month. Wages earned between the 1st and 15th days, inclusive of any calendar month must be paid no later than the 26th of the day of the month during which the labor was performed, and wages earned between the 16th and the last day of the month must be paid by the 10th day of the following month.~~

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

301.4. Alternate Workweek

301.4.1 The General Manager may approve an alternate work schedule (including a 9/80 schedule, a 4/10 schedule, or some other alternate schedule based on a 40-hour workweek) for individual employees based on staffing needs, the employee's performance and the nature of the position. An alternate work schedule for an employee may be implemented at the sole discretion of the General Manager and may be thereafter modified or eliminated as needed, at any time by the ~~District~~ General Manager.

301.4.2 Employees approved to work an alternate 9/80 work schedule will work nine (9) hours for four fixed days in each workweek, and eight (8) hours the remaining day of one workweek. The employee will be off work on

the remaining day in the other workweek. As such, during the two-week work period, the employee will work a total of 44 hours one calendar week and 36 hours the other calendar week, with the hours worked split between two workweeks as defined in Section 301.4.3, below.

301.4.3 The Fair Labor Standards Act (FLSA) workweek for employees on the 9/80 schedule will begin and end 4 hours into the day of the week the employee is normally scheduled to have a day off. Using this method, an employee will work a total of 40 hours during each scheduled workweek. Overtime and compensation time apply to non-exempt employees for hours worked beyond 40 in any established workweek.

301.4.4 The employee will be eligible to request an ~~alternative 9/80~~ work schedule following at least six months of employment, subject to the recommendation of his/her supervisor, and the approval of the General Manager. ~~Employees must complete a signed agreement approved by their supervisor and the General Manager, to be eligible for the 9/80 work schedule.~~

301.4.5 The employee will continue accruing vacation and sick leave hours at the same rate as before being assigned to an ~~alternative~~ work schedule. An employee who is using vacation or sick leave will be charged the number of hours of use.

301.4.6 Compensation for holidays will not change when an employee is assigned to an ~~alternative~~ work schedule. Employees normally receive 8 hours of holiday pay when assigned to a ~~standard/regular~~ 40 hour per week work schedule. Under the ~~9/80~~alternate work schedule option, an employee will continue to receive 8 hours of holiday pay, ~~even if~~ the holiday falls on a day when the employee is scheduled to work more than 89 hours. ~~The~~ employee will use his/her accrued compensatory time off time or vacation time to make up the ~~one-hour~~ difference. If the holiday falls on a day when the employee is not scheduled to work, the 8 hours will be added to the employee's accrued time off.

301.5 Working Hours

301.5.1 Established hours of District operation are between 7 a.m. and 5:30 p.m. ~~each weekday,~~ Monday through Friday. Reporting times, defined as the time when employees are expected to be present and ready to start work, may vary based on the specific job requirements. The supervisor will establish the reporting times for each group of employees.

301.5.2 Employees must be present at their job during the “core hours” of 8 a.m. to 11 a.m. and 1:30 p.m. to 3:30 p.m., unless their supervisor and/or the General Manager modify those hours. For employees approved to use an alternate work schedule, the employee and the employee’s supervisor will establish the work hours for the employee based on established guidelines and as determined by the supervisor and General Manager.

301.5.3 Each employee is provided a 30-minute unpaid meal period on any workday the employee works longer than 6 hours.

301.5.4 Employees are entitled to take one 10-minute rest period for every four hours of work. Rest periods may not be combined with the 30-minute meal period or be used to arrive late to work or leave work early.

301.5.5 Employees are expected to arrive at work at their regularly-scheduled reporting time.

(a) If an unforeseen delay results in arriving at work 15 minutes or less past the regularly-scheduled reporting time, the employee is expected to make that time up at the end of the work shift.

(b) If an unforeseen delay results in arriving at work more than 15 minutes past the regular reporting time, the period of absence is to be charged to the employee’s accrued vacation balance or compensatory time off.

301.6 Overtime

301.6.1 “Overtime work” for a non-exempt employee is hours worked over 40 hours in any one workweek. For the purpose of calculating overtime, holidays are considered work hours. Vacation and sick hours taken during the workweek will not be credited towards overtime hours.

Overtime must be for definite work performance and ordered and approved by the supervisor or General Manager. The General Manager or authorized designee may authorize overtime work during Saturdays, Sundays or holidays for any or all personnel.

301.6.2 Overtime work shall be compensated at the rate of one and one-half times the base hourly rate for each hour worked in excess of 40 hours in a workweek, and two hours for each hour worked on a holiday that is recognized by the District. Overtime may be paid in cash, or accrued as compensatory time off (CTO) as set forth in Section 301.7, below.

301.7 Compensatory Time Off (CTO)

301.7.1 Compensatory time off (CTO) may be granted to those non-exempt employees who work overtime as provided in Section 301.6, above, and with whom the District has a prior agreement or understanding that the employee will accept CTO in lieu of cash payment for overtime.

301.7.2 Compensatory time off is earned at the overtime rate (one and one-half hour for each hour worked in excess of 40 hours in a workweek and two hours for each hour worked on a holiday that is recognized by the District).

301.7.3 Employees are encouraged to use their accrued CTO, and the District will make every effort to grant reasonable requests for the use of CTO when sufficient advance notice is given and the workplace is not unduly disrupted.

301.7.4 The maximum number of CTO hours that an employee may accrue is ~~eighty (80)~~240 hours. Any employee who has reached this maximum shall not work any additional overtime until the employee's accrued compensatory time has fallen below the maximum allowed, unless the employee receives advance written authorization and receives payment in cash for any such additional overtime.

301.7.5 The District reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated CTO.

301.7.6 Employees who separate from District service for any reason shall be paid for accrued and unused CTO.

301.8 Uniform Allowance

301.8.1 The District shall grant designated employees a sufficient number of uniforms to maintain an adequate supply for the changes necessary to keep ~~same~~ clean and in good condition, and also will supply a laundry service. The color and type of uniform will be determined by the General Manager with the cooperation of the employees.

(a) The uniforms will include the District's insignia placed on the shirts and jackets selected.

(b) The District shall also furnish each employee with name patches, to be placed on the front of the shirt or jacket so as to be visible at all times. This clothing shall be worn during working hours unless specifically exempted by the General Manager. Uniforms shall not be modified without permission from the General Manager.

301.8.2 The District, in order to reduce injuries to workers, will provide an allowance not to exceed the limits set by the Board of Trustees to

purchase safety boots that meet Cal/OSHA standards for toe and penetration protection. Safety shoes are to be above ankle height. Employees are to be reimbursed up to the allowance set by the Board upon presenting a receipt of purchase to the District. Employees may have the option of purchasing safety boots at an approved supplier that will ~~then~~ bill the District.

All employees of the District working outside of the office are required to wear approved safety boots or other approved footwear. Safety boots are not required for attending meetings, public education events, or continuing education training.

301.9 Professional Development

301.9.1 It is the policy of the District to encourage participation by all employees in continuing education. The General Manager is authorized to reimburse employees for job-related education and training.

301.9.2 General Manager approval is required for any educational or training course work for which an employee will be seeking reimbursement. Approval must be granted before the course begins.

301.9.3 Reimbursement for approved job-related education and training will be processed, following successful completion of the course or training, upon presentation of documentation of successful completion and all associated receipts.

301.9.4 Training should be scheduled so that it is not disruptive to the employee's normal job duties.

302. Health and Welfare Benefits

302.1 Health, Dental, and Vision Benefits

302.1.1 Health ~~i~~nsurance is available to full-time employees of the District, as well as eligible members of the employee's family as defined in plan documents. Dental, ~~and Vision~~ ~~b~~enefits are available to full-time employees after six months of satisfactory service. The District reserves the right to select and contract with ~~H~~health, ~~Dental-dental~~ and ~~v~~ision ~~i~~nsurance providers, and to change providers and plans. Impacts associated with changes in ~~H~~health, ~~D~~dental and ~~v~~ision ~~i~~nsurance coverage or carriers will be negotiated with affected employee bargaining groups.

302.1.2 District contributions to health, dental, and vision insurance premiums are negotiated as a part of the bargaining process, and are documented in the relevant Memoranda of Understanding and/or

Compensation Agreements. Health pPlan summaries and specific plan information are available from the General Manager or designee.

302.2 Group Term Life Insurance.

Full-time regular employees are provided, at District cost, group term life insurance coverage. The General Manager or designee can provide additional information, plan documents, and literature regarding this benefit.

302.3 Unemployment Insurance.

Unemployment insurance provides compensation payable to individuals unemployed through no fault of their own who are actively seeking employment and are available and able to work. The District will adhere to California Employment Development Department (EDD) unemployment insurance requirements for claim responses. The decision to provide an individual with unemployment insurance is solely at the discretion of the EDD. The General Manager or designee can provide additional information regarding this benefit.

302.4 Consolidated Omnibus Budget Reconciliation Act (COBRA)

302.4.1 Employees and dependents who lose group health coverage due to termination of employment or other "qualifying events" (i.e., death of employee, divorce or separation) may continue health and dental coverage on a self-pay basis under the COBRA option for eighteen (18) months, or the limits specified by law.

302.4.2 Upon an employee's termination of employment, the District will issue a Notice of Right to Elect COBRA Continuation Coverage for health care coverage. To continue health care coverage under COBRA, the employee will fill out and sign forms provided by the District. The terminating employee must pay the full cost of coverage, plus the allowable administrative fee, by the deadlines set forth in the Notice.

302.5 Retirement Plan

302.5.1 Classic PERS Members. The District offers a retirement benefit package to all eligible full-time employees through the California Public Employment Retirement System (CalPERS). Full-time employees hired prior to January 1, 2013 and Classic PERS members will be covered under the 2% @ age 55 formula in CalPERS.

New PERS Members. The District offers a retirement benefit package to all full-time employees hired on or after January 1, 2013 and are New PERS members will be covered under the 2% @ age 62 formula in CalPERS.

302.5.2 In accordance with California Public Employees' Pension Reform Act of 2013 (CalPEPRA), as lawfully applicable, New PERS Members will

contribute 50% of the cost of the CalPERS contribution rate. Service credit will be credited in accordance with CalPERS plan guidelines. More information on the retirement program can be obtained by contacting the General Manager or designee.

302.6 Social Security

Employees are not covered under the full federal Social Security program. The District participates in the federal Medicare portion of Social Security for all employees. The employee and the District contribute the mandatory amount into Medicare.

302.7 Workers' Compensation

302.7.1 Employees who are injured on the job, no matter how slightly, must report the incident immediately to their supervisor. Failure to follow District procedures may affect eligibility to receive Workers' Compensation benefits.

302.7.2 If an employee has an illness or injury that is either caused by his/her job, or incurred within the course and scope of his/her employment, the employee may be entitled to medical care and leave (time away from the job based on health care provider's orders). These benefits are administered by the District's workers' compensation carrier.

302.7.3 Following the required three (3)-day waiting period, the employee may be entitled to partial wage continuation during time he or she is off work due to a work-related illness or injury. This partial wage continuation will be in the form of temporary disability payments through the District's workers' compensation carrier.

302.7.4 The injured employee will be allowed to integrate any accrued and unused sick leave, vacation, and compensatory time off with the workers' compensation temporary disability payment to retain the full regular rate of pay. After the employee has exhausted available accrued leave the sole source of income will be the temporary disability payments through the workers' compensation carrier. Workers Compensation will run concurrently with Family Care Leave.

302.7.5 The District will not allow any form of retaliation against individuals who file a workers' compensation claim.

302.8 Reasonable Accommodation

In compliance with federal and state laws, the District provides reasonable accommodation for employees who are unable to perform the essential duties of their jobs due to illness or injury.

- (a) An employee may request an accommodation when an illness or injury limits the employee's ability to perform the essential duties of his or her job. An employee seeking a reasonable accommodation to perform the essential job functions of his/her job should make such a request, preferably in writing, to the General Manager. The request must identify: (a) the job-related functions at issue; and (b) the desired accommodation(s).
- (b) The District will consider the request for an accommodation consistent with federal and state laws including, but not limited to the Americans with Disabilities Act.
- (c) Following receipt of a request for accommodation, the General Manager may require additional information, such as reasonable documentation of the existence of a disability.
- (d) The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved health care provider conduct the examination.
- (e) After receipt of reasonable documentation of a disability and/or a fitness for duty report, the General Manager will arrange for an interactive discussion, in person or via telephone conference call, with the employee and his/her representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.
- (f) Following the conclusion of the interactive discussion, the District General Manager will determine whether reasonable accommodation(s) can be made, and the type of accommodation(s) that will be offered. The District may not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The General Manager will inform the applicant or employee of his/her decision as to reasonable accommodation(s) in writing.
- (g) Periodic evaluation of the accommodation will be conducted and the continuance of the accommodation is not guaranteed. An accommodation may be modified, or ended at any time with notice.

Section 303. Leaves

303.1 Holidays

- 303.1.1 The District shall provide full-time employees time off with pay for the following recognized holidays:
 - (a) January 1st, known as New Year Day;

- (b) The third Monday in January, known as “Dr. Martin Luther King Jr. Day”;
- (c) February 12th, known as “Lincoln’s Birthday”;
- (d) The third Monday in February, known as “President’s Day”;
- (e) The last Monday in May, known as “Memorial Day”;
- (f) July 4th, known as “Independence Day”;
- (g) The first Monday in September, known as “Labor Day”;
- (h) September 9th, known as “Admission Day”;
- (i) The second Monday in October, known as “~~Columbus Day~~Indigenous Peoples Day”;
- (j) November 11th, known as “Veterans Day”;
- (k) Thanksgiving and the day after Thanksgiving;
- (l) December 24th, known as “Christmas Eve”;
- (m) December 25th, known as “Christmas”; and
- (n) Other or alternate holidays agreed upon between the District and employee bargaining groups, as documented in the Employees’ Association Memorandum of Understanding.

303.1.2 In the event that any of the holidays provided fall on Sunday, the Monday following will be observed, and in the event any of the holidays provided fall on a Saturday, the Friday preceding will be observed.

303.1.3 The District shall provide full-time employees an annual floating holiday on July 1st with no rollover.

303.1.43 A day off with pay for full-time employees under this Section shall be recognized as eight (8) hours.

~~fr~~

303.2 Vacation Leave

303.2.1 Accrual of vacation leave under the District’s vacation plan will be administered as stated below, unless modified by Employees’ Association Memorandum of Understanding. The General Manager may increase the rate of accrual for the purposes of recruitment and as a reward for consistent outstanding performance for any employee who is at the top step of the employee’s classification wage range.

<u>Years of Employment</u>	<u>Days Vacation Accrued/Month</u>
Beginning of 1 st year through end of 3 rd year	1 day/month =12 days/year
Beginning of 4 th year through end of 7 th year	1 1/4 days/month = 15 days/year
Beginning of 8 th year through end of 12 th year	1 2/3 day/month = 20 days/year
Beginning of 13 th year and after	2 1/12 days/month =25 days/year

~~303.2.2 Vacation leave accrued and taken in any calendar year may not exceed the number of days the employee would be entitled to for the number of years of service they have accumulated with the District.~~

303.2.2 The General Manager ~~may determine~~determines that the best interest of the District will be served by delaying all or part of the vacation leave ~~due such employee, unused vacation leave so accumulated shall be added to leave subsequently due, not to exceed a maximum of two years' vacation allowance in the case of any employee in a calendar year.~~

303.2.3 An employee who has reached the maximum vacation accrual level of two years allowance will cease accruing vacation until sufficient vacation is taken that the accrual balance is less than the stated maximum, unless otherwise approved by the General Manager.

303.2.4 Vacation credit shall begin on the first day of ~~the month if employment began on that date, or the first business day following the first of the month employment; otherwise it shall begin on the first day of the succeeding calendar month.~~

303.2.5 Employees who separate from District service for any reason will be paid for accrued and unused vacation.

303.3 Sick Leave

303.3.1 Paid sick leave provides time off without loss of pay for reasons, and under the conditions, specified in this policy, as may be modified by MOU or applicable law. The District's Sick Leave Policy conforms to Healthy Families Act of 2014 (CA Paid Sick Leave). Every employee should use sick leave with respect for the intent of the policy and the impact on fellow employees. All employees are responsible for the proper administration of the sick leave provision.

303.3.2 Accrual of paid sick leave is set forth below, as may be amended or modified by specific provisions in relevant Memoranda of Understanding and/or adopted Compensation Resolutions.

(a) Regular Full-time Employees: Sick leave with pay shall accrue to regular full-time employees at the rate of one work day for each calendar month of service, or according to current Memoranda of Understanding or Compensation Agreements. Sick leave credits shall accrue only while an employee is in paid status with the District.

(b) Part-time and Seasonal Employees: After working a minimum of 30 calendar days for the District, 3 days (24 hours) of paid sick

leave shall accrue to part-time, seasonal and temporary employees. The accrual will be capped at 3 days or 24 hours.

303.3.3 Approved Sick Leave may be granted to all full-time employees for the following reasons:

- (a) For the diagnosis, care or treatment of an existing health condition, or preventive health care for the employee or a member of the employee's immediate family.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) To allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his/her health, safety, or welfare, or that of his or her child(ren).
- (d) To allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning.
- (e) Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

303.3.4 One-half (50%) of the Sick Leave accrued by a full-time employee in any one year shall be granted if needed for the reasons cited in 303.3.3(a),(c),or (d).

303.3.5 After meeting the eligibility and waiting period requirements set forth in this policy, accrued Sick Leave can be taken by eligible part-time, seasonal and temporary employees for the following reasons:

- (a) The diagnosis, care or treatment of a health condition or for preventive care of the employee or a member of the employee's immediate family.
- (b) For specified purposes when an employee is a victim of domestic violence, sexual assault or stalking.
- (c) Sick Leave under this Section can only be taken for an absence from a previously scheduled work shift.

303.3.6 Supervisory personnel are charged with the responsibility for reviewing and evaluating sick leave usage.

(a) Sick leave misuse or abuse is generally defined as use of sick leave for reasons other than are set forth in this policy. Potential indicators of abuse are:

- (1) A pattern of sick leave use involving days adjacent to scheduled days off and holidays.
- (2) Refusal or inability to provide medical substantiation when requested.
- (3) Frequent absences with vague or questionable substantiation.
- (4) Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).
- (5) Other evidence of employee activity that is inconsistent with the legitimate use of sick leave, such as usage higher than the District average for the previous calendar year (deduct serious illness or injury) and two or more indicators above.

(b) When it is determined, by investigation, that sufficient evidence exists to demonstrate that an employee has abused or is abusing or misusing the sick leave privilege, the General Manager may cause such disciplinary action to occur as deemed appropriate to deter future misuse. If it is found that the claim for sick leave was fraudulent, the claim for sick leave will not be paid. Sick leave taken under Sections 303.3.4 and 303.3.5, above, shall not be considered in determining abuse or misuse of the sick leave privilege.

303.3.7 Except for sick leave taken under Sections 303.3.4 and 303.3.5, above, the District may require a health care provider's certificate for absences due to illness when the employee has been put on notice of being suspected of misuse of sick leave and that future absences will require a health care provider's certificate. The health care provider's certificate shall be requested at the earliest possible time and prior to the employee's return to work, whenever possible. The request for a health care provider's certification will adhere to 303.3.7 (b).

(a) Fitness for Duty Exam - Any employee may be required by the General Manager to submit to an examination by a licensed health care provider or psychologist at any time, subject to sufficient cause existing, by the District at its expense in order to determine the state of the employee's health and fitness to perform assigned tasks.

(b) Privacy laws restrict employers from requesting certain medical or health information. Therefore, if asking for a health care provider's certification or other verification of absence due to illness, the District may ask when the employee is anticipated to return to work, with or without restrictions, but cannot ask for a diagnosis or prognosis.

303.3.8 Paid sick leave provides time off without loss of pay for qualifying reasons. It is a non-vested benefit which carries no cash value. Except as may be provided as Accrual Incentives or Retiree Service Credit in designed Memoranda of Understanding or Compensation Resolutions, there is no provision for a pay-out of accrued and unused sick leave upon separation from District employment.

If a part time, seasonal or temporary employee separates and returns within one (1) year of separation, unused sick leave hours shall be restored to the employee. If the employee returns after one (1) year of the previous separation, the sick leave hours shall not be restored to the employee.

303.4 Voting Time Off

303.4.1 In the event an employee does not have sufficient time outside of working hours to vote in an election, the employee may take a limited amount of time off without loss of pay to vote.

303.4.2 Voting time off should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day.

303.4.3 Employees should notify their supervisor of the need for time off to vote at least three (3) working days prior to Election Day.

303.5 Military Leave

303.5.1 Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the General Manager a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the District may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

In an emergency situation, if orders are not available at the time of the ordered leave, oral notice should be given as soon as possible, with a copy of the military orders to be provided to the District as soon as it is available.

- 303.5.2 Employees ordered into active federal military duty as a member of the National Guard or Naval Militia will be granted military leave for a period not to exceed five (5) years, unless there is an authorized exemption. Authorized exemptions to the five-year limit include: initial enlistments lasting longer than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls.
- 303.5.3 Employees ordered to temporary active duty, or for training, will be granted military leave for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.
- 303.5.4 Employees will receive District pay while on military leave, as outlined by law.
- 303.5.5 The District will continue to pay the District's portion of the cost of Health Insurance for an employee while he or she is on any military leave to the same extent it would if the employee were working, regardless of pay status in accordance with the law.
- 303.5.6 Employees on temporary military leave and who have at least one year of service with the District or at least one year of combined military/District employment service, continue to accrue the same vacation, sick leave, and holiday benefits for up to a maximum of 180 days. This provision also applies to employees who are members of the National Guard.
- (a) Employees on active military leave are not entitled to accrue sick leave or vacation during the period of Military Leave.
 - (b) Employees who are members of the National Guard and are on active military leave accrue vacation and holiday benefits, but not sick leave, for the first 30 days of active service.
- 303.5.7 An employee returning from active duty after serving in time of war or national emergency must seek reemployment within six months after completing military service, but not later than six months after the end of the war or national emergency. Reemployment rights do not extend to an employee who fails to return to his/her position within 12 months after the first date on which he or she could terminate active military service.
- (a) An employee on military leave for reasons other than war or national emergency must return to work or seek reemployment as set forth below:
 - (1) An employee whose military leave lasted from 1 to 30 days must report to the District by the beginning of the first full

regularly scheduled work day on the first full calendar day following the completion of the period of service.

(2) An employee whose military service lasted from 31 to 180 days must submit a reemployment application (verbally or in writing) with the District no later than 14 days after the completion of the period of service.

(3) An employee whose military leave lasted more than 180 days must submit a reemployment application (verbally or in writing) with the District no later than 90 days after the completion of the period of service.

(b) An employee who fails to report to work or submit a reemployment application as set forth in this Section may be deemed to be on Unauthorized Leave from the District.

303.6 Family Care Leave.

Although the District has fewer than 50 employees and is not required to provide family and medical leave under either the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), it will grant eligible employees family care leave similar to the provisions of the FMLA and CFRA, their corresponding regulations, and this rule. ~~If~~, at any time, the District employs 50 or more employees, this rule will also govern leave procedures under the FMLA and CFRA. The Family Care Leave policy may be found at Appendix 300.

303.7 Pregnancy Disability Leave

303.7.1 The District will provide up to four months, or seventeen and ~~and~~ one-third (17 1/3) weeks of Pregnancy Disability Leave to eligible employees as required by State law. Pregnancy Disability Leave is without pay.

303.7.2 An employee who has been advised by her health care provider that she is disabled due to pregnancy or a pregnancy-related condition, and who has provided timely notice of this determination to the District, is entitled to Pregnancy Disability Leave. There is no minimum service requirement for eligibility.

303.7.3 Pregnancy Disability Leave is available when a woman is ~~actually~~ disabled by her pregnancy, childbirth, or a related medical condition. The reasons for leave include:

(a) time off needed for prenatal care;

(b) severe morning sickness;

- (c) doctor-ordered bed rest; and/or
- (d) childbirth, recovery from childbirth, and any related medical condition.

A woman does not have to be completely incapacitated or confined to her bed to qualify as being disabled by pregnancy. However, as a general rule, a woman must be, in the opinion of her health care provider, unable to perform one or more essential functions of her job without undue risk to herself or to other persons, or without undue risk to successful completion of her pregnancy.

303.7.4 The duration of Pregnancy Disability Leave is limited to four months (17 1/3 weeks) during the period the employee is disabled by pregnancy or a pregnancy-related condition.

303.7.5 Pregnancy Disability Leave may be accounted for in increments of no greater than one hour, or the increment utilized to account for use of other forms of leave (if the same is less than one hour).

303.7.6 An employee disabled by pregnancy is eligible for intermittent or reduced schedule leave if recommended by her treating health care provider.

- (a) If intermittent leave is medically advisable, it may be necessary to temporarily transfer the employee to an available alternative position with an equivalent rate of pay and benefits.

- (b) The employee must be qualified for the available alternative position.

- (c) The equivalent position must better accommodate recurring periods of leave than the employee's regular job.

- (d) If there is no available alternative position, the District may consider altering the employee's existing position on a temporary basis to accommodate intermittent leave or reduced schedule.

303.7.7 The District will consider temporary reasonable accommodations that are determined to be medically advisable by the employee's health care provider, and reasonable by the District. Temporary accommodations may include:

- (a) Additional leave after the employee has exhausted her right to four months of Pregnancy Disability Leave;

- (b) Transfer to a less strenuous or hazardous position if the employee's health care provider states that it is medically advisable and the employee is qualified for the position;
- (c) Creation of a temporary light-duty assignment, or modification of current job on a temporary basis;
- (d) Modifying the work schedule on a temporary basis; and/or
- (e) Allowing more frequent restroom breaks.

303.7.8 An employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition shall provide notice of the need for such an accommodation in advance of the needed accommodation, unless such notice is not possible.

- (a) The request for accommodation must include Medical Certification that documents the specific limitations the health care provider has set forth for the employee, as well as the anticipated duration of those limitations.
- (b) The District shall engage in an interactive process with an employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition to identify, discuss, evaluate, and implement accommodations that are consistent with the recommendations of the health care provider.

303.7.9 Employees on approved Pregnancy Disability Leave will be required to exhaust accumulated leave balances before being placed on unpaid leave.

303.7.10 The District will continue to pay the District's portion of the cost of "Health Insurance" for an employee while she is on an approved Pregnancy Disability Leave to the same extent it would if the employee were working, regardless of pay status, for a maximum of four (4) months.

- (a) "Health Insurance" is defined as medical, vision, and dental insurance. The employee must continue to pay his/her employee contribution to Health Insurance either through payroll deduction while using leave balances, or by direct payment to the District while on unpaid leave.
- (b) Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee shall receive a notice at least 15 days before

coverage is to cease, advising that she will be dropped if the premium payment is not paid by a certain date.

- (c) Contribution amounts for all employees are subject to any change if changes in rates occur while the employee is on leave.
- (d) The total combined duration of District contribution toward Health Insurance available during unpaid leaves due to any combination of pregnancy disability, the employee's serious health condition, and family care purposes will not exceed twenty-nine and one-third (29.33) weeks in a twelve (12) month period.

303.7.11 Leave available under the California Family Rights Act will not run concurrently with Pregnancy Disability Leave. An employee may have separate eligibility for "bonding" leave following the birth of a child under the California Family Rights Act. Refer to the District-Family ~~and Medical~~ Care Leave policy for information about eligibility requirements.

303.7.12 Employees must provide at least thirty (30) days' advance notice of the need for Pregnancy Disability Leave, or the need for a temporary reasonable accommodation, or transfer in conjunction with pregnancy, if the need is foreseeable. If such notice is not possible due to a change in circumstances, medical emergency, or other good cause, the employee is required to provide notice as soon as practicable.

303.7.13 Medical certification will be required to support the need for Pregnancy Disability Leave or other reasonable accommodation in conjunction with pregnancy or a pregnancy-related condition.

(a) Medical certification is to be provided by the employee's health care provider, and must include:

- (1) the date on which the employee became disabled due to pregnancy;
- (2) the anticipated duration of the period of disability; and
- (3) an explanatory statement that, due to the disability, the employee is unable to work at all, or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

303.7.14 An employee returning from Pregnancy Disability Leave or temporary accommodation shall be reinstated to the same position she held prior to taking leave or undertaking a temporary accommodation in

conjunction with pregnancy or a pregnancy-related condition, except as provided below.

- (a) The employee may not be reinstated to the exact same position if the employee would not have been employed for reasons unrelated to the leave, such as a layoff.
- (b) If the exact same position is not available, the employee will be reinstated to a comparable position. A comparable position is one that is virtually identical to the employee's previously held position, including wages, benefits, working conditions, and shift.

303.7.15 Lactation

In accordance with California Labor Code section 1030, the District shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, shall run concurrently with the employee's regular break time.

In accordance with California Labor Code section 1031, the District shall make all reasonable efforts to provide the employee with the use of a room or other location, other than the restroom, in close proximity to the employee's work area, for the employee to express milk in private.

303.8 Bereavement Leave

303.8.1 A leave of absence with pay because of death in the immediate family of a person in the District employ, as defined in Section 303.15, below, may be granted by the General Manager for a period not to exceed three days.

303.8.2 For out-of-state funerals the Board authorizes an additional day (for a total of four days).

303.8.3 Entitlement to a leave of absence under this Section shall be in addition to any sick leave, emergency leave, or any other leave to which the employee may be entitled.

303.9 Jury Duty

303.9.1 The District will grant time off in conjunction with service on a jury in response to a subpoena pursuant to the requirements of the Federal Jury System Improvement Act of 1978 and California Labor Code section 230. Compensation during authorized jury will be provided pursuant to the terms of this policy, as may be modified by relevant Memoranda of Understanding or approved Compensation Agreements. Proof of jury duty must be provided to District.

303.9.2 In the event an employee is called for jury duty, no deduction from salary will be made for the absence while serving as a juror or in answering the call for jury duty; provided, however, that the employee shall endorse payments from the Courts for jury duty to the District.

303.9.3 Employees may retain any reimbursement for mileage issued by the Courts in conjunction with jury service.

303.9.4 Employees called to jury duty must report to work before or return to work following their service whenever practical.

(a) If an employee does not have to report to the jury room/court for full days in the midst of their service, he or she is expected to report to work whenever practical.

(b) An employee's failure to report to work may be considered to be an absence without leave and could be subject to disciplinary action.

(c) Employees who must report for jury duty on their regular days off will not be eligible for jury duty pay. Such service is considered to be a civic duty and not compensable by the District.

303.9.5 In the event an employee is subpoenaed to appear as a witness in a trial related to District business, no deduction from salary will be made for the absence while serving as a witness or in answering the subpoena; provided, however, that the employee shall endorse all payments, if any, for witness duty to the District.

303.10 School Activities Leave

303.10.1 Parents, guardians, grandparents, or individuals serving as parents with custody of minor children are entitled to take up to forty (40) hours of time off work each year to attend school-related activities for the following reasons:

(a) when a student has been suspended and the parent, guardian or grandparent is required to appear at the school pursuant to the school's request; and/or

(b) to attend designated Child-Related activities. Child-Related activities include: attending school functions, activities and programs; finding, enrolling or reenrolling a child in a school or with a licensed child care provider; addressing a child care or school emergency, including closure or unexpected unavailability of the school (excluding planned holidays) or a natural disaster.

- 303.10.2 Except for the need to address a child care provider or school emergency, the use of School Activities Leave is limited to 8 hours per month.
- 303.10.3 The District may require proof of an employee's participation in these activities.
- 303.10.4 The employee must provide reasonable advance notice to his or her supervisor before taking any time off under this policy.
- 303.10.5 Employees must use accrued paid time off for the absence. If the employee does not have any accrued paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any week in which they perform any work for the District that is interrupted by the need for time off under this policy.

303.11 Time Off for Crime Victims

- 303.11.1 Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime.
- 303.11.2 Employees also may take time off if an immediate family member has been a victim of such a crime and the employee needs to attend judicial proceedings related to the crime.
- 303.11.3 Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the District of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the District with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.
- 303.11.4 Employees will be paid under this section only to the extent they have accrued vacation or compensatory time off available.

303.12 Catastrophic Leave

- 303.12.1 A leave of absence with pay for up to five days annually may be granted in the case of a catastrophic event (such as earthquake, flood or fire) that directly impacts the employee, or a member of the employee's immediate family as defined in Section 303.15, below. Employees must request and receive approval from the General Manager to receive paid Catastrophic Leave. Catastrophic Leave

shall be in addition to any other entitled sick, vacation or other leave benefit.

303.13 Medical Leave Donation Program

- 303.13.1 Any District employee who accrues vacation credit may voluntarily donate those credits to any other District employee if the recipient employee experiences a catastrophic illness or injury and has exhausted all accrued leave credits, i.e. sick leave, vacation, compensatory time off, due to illness or injury, including pregnancy and maternity leave.
- 303.13.2 Employees may donate a maximum of forty (40) hours of vacation per fiscal year in increments of eight hours in support of fellow employees who experience a catastrophic illness or injury. Unused donated time will be returned proportionally to the donors.
- 303.13.3 Donated time will be "banked," using the value of each hour of donated time as the basis for credit.
- 303.13.4 An employee may request a grant of donated time under the program when he/she has a catastrophic illness or injury, and has exhausted all accrued paid leave benefits. Grants may be requested when the employee must care for a member of his/her immediate family under the same conditions. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.5 A request for donated time under this program may be submitted by the legal representative or an employee's immediate family member with the employee's authorization. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.6 Grants of donated time will be approved by the General Manager, with consideration being given to the amount of available donated time and the demonstrated need of the employee. In no event will a grant of donated time be approved for an employee who has a history or record of sick leave abuse or failure to responsibly use accrued leave benefits.
- 303.13.7 Grants will be awarded as hours from the leave bank. Donated vacation credit may not exceed continuance of the employee's regular rate of compensation.
- 303.13.8 While an employee is on catastrophic leave using donated time, the employee shall not accrue any vacation or sick leave.

303.13.9 Donations are subject to applicable tax laws. Recipient employees will be responsible for any applicable state and federal income taxes on the donated time. There is no tax liability to donors.

303.14 Leave Without Pay

303.14.1 A leave of absence without pay may be granted by the Board of Trustees upon the request of a District employee and recommendation of the General Manager, but such leave shall not be for longer than six months

303.14.2 Unless otherwise specifically provided in the policies in this Chapter, or set forth in provisions of the Employee's Memorandum of Understanding, the General Manager is directed NOT to pay the health benefits of employees at any time that they are on leave without pay from the District.

303.15 Definition of Immediate Family

303.15.1 The definition of "Immediate Family" shall be consistently applied to all leave policies set forth in this Chapter. The District purposefully elects a broad and consistent definition, which may, in some circumstances, be beyond what is required by law and regulation, to ensure efficient and consistent administration of leave policies.

303.15.2 For purposes of leave administration in this Chapter, "Immediate Family" is defined as an employee's: Spouse (including a lawfully married same-sex spouse), state registered domestic partner, child, (including a biological, adopted, or foster child, legal ward, or a child to whom the employee stands in loco parentis) child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, parent-in-law, grandparent and grandchild.

[303.16 Administrative Leave](#)

[303.16.1 Exempt employees will be given 40 hours of administrative leave annually on July 1 with no rollover.](#)

Section 304. Probation and Performance Management

304.1 Probationary Period

304.1.1 The probationary period is regarded as a part of the selection process for regular employees and is utilized for the purpose of determining the employee's ability to satisfactorily perform the essential job duties, with or without reasonable accommodations, prescribed for the

position, and determining the employee's ability to work with other employees. All probationary employees are considered to be "at-will." Temporary, part-time, and seasonal employees are at-will employees and are not subject to a probationary period. The probationary period policy does not apply to at-will management employees.

- 304.1.2 All initial and promotional appointments shall be tentative and subject to a probationary period of actual District service in the new position. The probationary period does not include time served under any temporary or provisional appointment. The length of the initial and promotional probationary period shall be six (6) months for all full-time employees.
- 304.1.3 The probationary period of an individual employee may be extended by the General Manager prior to the expiration of probation, upon the request of the supervisor and approved by the General Manager, for a period not to exceed an additional six (6) months.
- (a) Probation may be extended if there has been insufficient opportunity to fully evaluate the employee's ability to perform the duties prescribed for the regular position. Such an extension must be approved by the General Manager, and the employee shall be notified in writing of the extension of the probationary period.
 - (b) If the number of leaves of absences (paid or unpaid) totals thirty (30) or more days, it will automatically extend the probationary period the equivalent amount of time the employee was absent from work.
- 304.1.4 A supervisor may determine that a probationary employee should not pass probation at any time during the employee's probationary period or extension thereof. When the supervisor makes such a determination, he/she shall notify the General Manager in writing. Upon approval of the General Manager, the supervisor shall terminate employment of the probationary employee by written notice prior to the expiration of probation.
- 304.1.5 Probationary employees serve in an at-will capacity. Any release from probation shall not be for cause but rather, because the employee failed to meet the standards of the class/position. The employee has no right of appeal of failure to pass probation.
- 304.1.6 An employee who fails to pass probation following a promotional appointment and held regular status in his/her former classification shall be reinstated to his/her former position or to a vacant position in the same classification.

304.1.7 If an employee is promoted during a probationary period, the employee shall serve the probationary period in the new position. If the employee does not pass the probationary period of the promotion, there are no specific employee rights to return to his/her previous job, since regular status was not obtained.

304.2 Performance Evaluations

304.2.1 The performance management system at the District is designed to motivate, recognize and reward employees' efforts and achievements. The District strives to create a work environment in which employees are recognized and rewarded for their contributions and where employees understand, contribute and help meet the District's overall goals.

304.2.2 Goal-oriented performance objectives should be established and clearly communicated for each employee. Both performance and behavioral objectives may be established. It is important that employees understand the District's expectations.

304.2.3 The District encourages individual feedback to employees on a regular basis. The District's performance management system is designed so that each regular full-time employee will be evaluated at least annually, and quarterly while the employee is on probation.

304.2.4 Employees will be eligible for consideration of a salary step increase in conjunction with the annual evaluation. The first increase will be considered with the evaluation at the employee's six-month anniversary.

304.2.5 All employee evaluations shall be prepared in written form and shall be signed by the employee's supervisor. (The General Manager's supervisor is the Board of Trustees or its chosen representatives.)

304.2.6 For each evaluation, there shall be a performance evaluation review meeting between the employee and the employee's supervisor, during which the written evaluation shall be presented and discussed.

(a) Upon completion of the performance evaluation review meeting, the employee shall sign the evaluation to show that the interview was completed.

(b) The employee shall have the opportunity to provide written comments regarding the evaluation within seven calendar days of the interview.

(c) The General Manager shall review the performance evaluation and employee comments. The General Manager shall sign the

performance evaluation to indicate that the process was completed. A copy of the completed performance evaluation, and the employee's comments, shall be provided to the employee. The original copy will be kept in the employee's personnel file.

- 304.2.7 An employee evaluation that is less than satisfactory requires preparation of a performance improvement plan to be signed by the employee, and a follow-up evaluation within six months.
- 304.2.8 The performance evaluation is not subject to the grievance process set forth in Chapter 700 of this Policy Manual.

Section 305. Job Abandonment

305.1 Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of all classification. A constructive resignation occurs and is effective when an employee has been absent from duty for three (3) or more consecutive working days without authorized leave. The District may consider that a constructive resignation has occurred due to the absence, or that the absence provides a reasonable basis for believing that the employee has abandoned the job.

At minimum, one phone call in an attempt to speak with the employee will occur. A voice message may be left for the employee.

After being absent for three consecutive working days, a written notice will be sent via U.S.P.S. Priority Mail to the employee. If known, an e-mail may also be sent to the employee's personal e-mail address. The employee will be given written notice, at employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for employee's unauthorized absence. The employee will be provided five (5) calendar days to respond, in writing, why employee's employment with the District should not be terminated due to job abandonment, or can arrange for an appointment with the General Manager or designee before final action is taken to explain the unauthorized absence and failure of timely notification. The decision of the General Manager is final.

Section 306. Drug Free Workplace

- 306.1 The District is committed to providing a work environment that is safe, healthy, and free of any adverse effects caused by alcohol or controlled substances. The District is concerned about employees or other persons working, contracting, or volunteering with the District being under the influence of alcohol, drugs, and/or controlled substances at work or while on District premises. The purpose of this

policy is to promote a drug and alcohol-free workplace and to eliminate substance abuse and its effects in the workplace.

- 306.2 A District employee is prohibited from working or being subject to call-in if impaired by alcohol or any controlled substance.
- 306.3 An employee must notify his/her supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or operation of District equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the District may require medical clearance.
- 306.4 Compliance with this policy is a condition of District employment. Disciplinary action will be taken against those who violate this policy.
- 306.5 In order to promote a safe, productive, and efficient workplace, the District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common or joint control of the District and employees, without prior notice. No employee has any expectation of privacy in any District building, property, or communications system. No personal property items, such as personal cell phones or other personal electronic devices, purses, backpacks, briefcases, etc., will be searched under this policy.
- 306.6 Except as provided otherwise in a Memorandum of Understanding, the District has discretion to test a current employee for alcohol or drugs following any work-related accident or any violation of safety precautions or standards.

Section 307. Workplace Violence

The goal of the District is to provide every employee a safe work environment. To this end it is the District's policy that violence, or the threat of violence, in the workplace will not be tolerated in any form. It is inappropriate to use violence or threats of violence for any reason or to in any way interfere with providing a safe workplace. Violence, or the threat of violence, against or by any employee of the District or any other person is unacceptable.

- 307.1 Should a non-employee or District Trustee on District property demonstrate or threaten violent behavior, the District will call law enforcement and he/she may be subject to criminal prosecution. Should an employee demonstrate or threaten violent behavior, he/she may be subject to disciplinary action up to and including termination.
- 307.2 The following actions are considered violent acts, but not limited:
 - (a) Striking, punching, slapping or assaulting another person.
 - (b) Fighting or challenging another person to a fight.

- (c) Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.
- (d) Engaging in dangerous, threatening or unwanted horseplay.
- (e) Threat with the use of a gun, knife or other weapon of any kind on District property, including parking lots, other interior and exterior premises, District vehicles, or while engaged in activities for the District in other locations.
- (f) Verbal assaults. Verbal assaults are statements that would place a reasonable person in fear of harm for the safety of himself/herself or others and that serve no legitimate workplace purpose.
- (g) Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.

307.3 Any employee or Trustee who is a victim of any violent threatening or harassing conduct, any employee or Trustee witness to such conduct, or any employee or Trustee receiving a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person in the chain of command. The General Manager must be notified.

307.4 No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment by the District.

307.5 Any employee reported to be a perpetrator, will be provided due process before the District takes disciplinary action.

307.6 Anyone who fears for the safety of persons at the scene of the violent ~~act~~ should call law enforcement immediately.

Section 308. Exit Interviews

308.1 The General Manager, or immediate supervisor, shall meet with each employee at the end of their employment at the District.

Section 309. Remote Working (Telework)

309.1 It is the policy of ACMAD to provide a telecommuting program as an alternative to the traditional work location. The program is designed to achieve increased productivity and effective use of staff work time, promote efficient use of resources, and allow for flexibility during family and local/state/national emergencies.

309.1.1 Telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

309.1.2 There are three types of telework.

- a) Routine telework in which telework occurs one day a week as part of an ongoing, regular schedule.
- b) Situational telework that is approved by the General Manager, or his/her designee, on a case-by-case basis, where the hours worked were ~~NOT~~not part of a previously approved, ongoing and regular telework schedule. Situational telework should only be used seldomly for ~~the~~cases ofsuch as doctors' appointments, road hazards, inclement weather, sick family members, or emergencies. Situational telework may also be occasionally used to promote staff and resource efficiency, particularly for offsite meetings or appointments where telework would increase staff efficiency. Situational telework is allowed at a maximum of five (5) days a month unless an emergency arises.
- c) Management telework in which the General Manager, or his/her designee, notifies staff that they are working off site for the day(s) or portion thereof.

309.1.3 Telecommuting is not an employee right but may be offered by the District based upon business needs. If at any time the General Manager, or his/her designee, -determines the work schedules and/or workweek periods offered must be changed, affected employees will be notified of the change at least one week in advance.

309.2 Telecommuting Eligibility

309.2.1 Eligibility to participate in the telecommuting program is subject at all times to the needs of the District and may be modified as those needs dictate.

309.2.2 This policy shall be applicable to ~~selected~~employees who meet specific work standards, current projects, and the employees' job duties that are appropriate for telecommuting. Meeting one or more of the eligibility requirement does not guarantee approval of telecommuting. The General Manager, or his/her designee, holds the final determination of an employee's position being appropriate for telecommuting and if the employee meets the specific work standards. Minimum work standard eligibility requirements include, but are not limited to:

- a) Prior annual job performance evaluation and/or job performance that demonstrates employee ability to work independently.
- b) Employee is self-motivated and demonstrates high dependability.
- c) Job duties and requirements allow the employee to be away from the District's worksite for a period of time during the work week.
- d) Telecommuting does not impede other employees from performing their job duties or diminish the operations of the District.
- e) Telecommuting does not reduce service to internal or external customers; and
- f) Supervisor is able to manage the employee remotely.

30:9.3 Participation Guidelines

309.3.1 The duties, obligations, responsibilities, and conditions of a District employee are not changed by telecommuting. Employee's wage, retirement, benefits, and insurance coverage remain unchanged.

309.3.2 The telecommuting employee remains obligated to comply with all District policies, practices, and instructions. Violations may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment. The District's worker's compensation liability for job-related accidents will continue to apply during the employee's telecommuting work hours.

309.3.3 Work hours, overtime compensation, and vacation schedule will conform to District policies and practices, Fair Labor Standards Act (FLSA), and to any other terms agreed upon by employee supervisor, except that, those terms may not violate the laws/provisions stated above. Hours of work can be arranged ~~flexibly~~ with the supervisor.

3.9.4 Job Performance

309.4.1 Employee will work at a designated location during hours agreed upon. Arrangements for flexible work schedules are subject to supervisor's approval.

309.4.2 Expectations must be pre-established between telecommuters and supervisors regarding work assignment(s), productivity level, and productivity measurements to be used when employee is telecommuting. Timeliness, quality, and quantity of work must be maintained.

309.4.3 Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of each classification and must be maintained during telecommuting, unless otherwise approved in advance.

309.4.4 Employee agrees not to engage in employment activities other than District assignments during telecommuting hours.

3.9.5 Office Equipment

309.5.1 ~~District provided equipment is not an entitlement for telecommuters. The District may provide equipment but are not obligated to do so. The District will use its best efforts to provide equipment similar to that used by employee(s) on a regular basis to accomplish their daily duties, as determined by the General Manager. Office supplies needed by the telecommuter will be provided by the District. All requests must be pre-approved by the General Manager, or his/her designee. The District retains ownership of all equipment and/or licenses provided.~~

309.5.2 Use of District equipment and supplies is limited to authorized persons for purposes relating to District business. The employee is responsible for ensuring that equipment is used properly. The District will provide for maintenance and repairs to District equipment.

309.5.3 When employee uses his/her own equipment for telecommuting, employee is responsible for maintenance and repair of equipment. The District is not liable for damage to the employee's real property.

309.5.4 The District is not responsible for the payment of utilities (heat, electricity, etc.) or home maintenance costs.

309.5.5 In the event of delay in repair or replacement of equipment or any other circumstance under which it would be ineffective for the employee to telecommute, the employee will return to the District workplace.

309.6 Taking District Vehicles Home

309.6.1 If an employee is approved by the General Manager, or his/her designee, to take a District vehicle home as an effective use of staff work time, to promote efficient use of resources, ~~and/or~~ to allow for flexibility during family and local/state/national emergencies, the vehicle must be driven directly home and parked off-street.

309.6.2 If crossing any toll roads while driving home, those costs must be incurred by the employee by registering the District vehicle with the appropriate agency.

309.7 Remote Work Location

309.7.1 Employee must designate a workspace at home or another location that is maintained in a safe condition, free from hazards. Telecommuter will be responsible for completing a workspace safety review with approval from the General Manager, or his/her designee, that will include a photo of the workspace. Any accident must be brought to the immediate attention of the supervisor.

309.7.2 As part of telecommuting responsibilities, the telecommuter must ensure that safety and ergonomic standards are met in your workspace. Although the workspace does not have to be a separate room, it must have adequate lighting, ventilation, and furniture that is ergonomically comfortable and safe to use.

309.7.3 Telecommuters must have a method for expediently receiving and responding to communications (phone calls, messages, mail, etc.) from other staff, supervisors, and when applicable, clients and/or the public.

309.7.4 Telecommuter remains solely liable for injuries to third persons and/or members of employee's family on employee's premises.

309.7.5 Telecommuter will take all reasonable precautions necessary to secure District information and equipment in his/her workspace, prevent unauthorized access to any District system or information. Data and information used by telecommuters must be treated with the same caution and respect that confidential material is given in the office. In some cases, telecommuters will need to take a few added precautions.

309.8 Request for a Telecommuting Schedule

309.8.1 Employees who would like ~~r~~Routine and/or ~~s~~Situational ~~t~~Telework must submit an email request to their supervisor and General Manager, or his/her designee, for approval, if not already assigned ~~t~~Telework due to a local/state/national emergency.

309.8.2 All telecommuting-work (whether routine, situational, or management) must be added to the District calendar before the workday has begun.

[If you do not have access to the calendar, please email your supervisor and Accounting Associates to have it added.](#)

DRAFT

CHAPTER 300. SALARIES AND WORKING CONDITIONS OF EMPLOYEES

Section 301. Salaries

301.1 Compensation Plan

301.1.1 The District has developed a compensation plan that is intended to achieve and support the following goals and objectives:

- (a) The plan enables the District to recruit and retain highly qualified employees;
- (b) The plan provides equitable salaries within a structure where positions are paid in appropriate relationship to each other in the organization and comparable agencies;
- (c) The plan recognizes employee performance and motivates employees to improve their level of performance on the job; and
- (d) The plan is flexible in administration.

301.1.2 Salaries, benefits and working conditions are subject to the meet and confer process with recognized employee bargaining units. In establishing a framework for review of compensation, the District takes into account compensation in place in Alameda County as well as adjacent mosquito abatement districts, unless otherwise modified through the bargaining process.

301.1.3 The salary of the General Manager shall be considered independently of other District positions.

301.2 Salary Steps

301.2.1 Entry-level field personnel shall be hired at the position of Assistant Mosquito Control Technician or Assistant Vector Scientist for a minimum of six months and until certification as a Vector Control Technician is received, at which time they shall advance to the position of Mosquito Control Technician or Associate Vector Scientist. The salary for the position of Assistant Mosquito Control Technician and Assistant Vector Scientist is approximately 5% below step 1 of Mosquito Control Technician and Associate Vector Scientist respectively.

301.2.2 The positions of Mosquito Control Technician, Associate Vector Scientist, Accounting Associate, Public Outreach Coordinator, Lab Director, and Field Operations Supervisor consist of a series of salary ranges, each containing five steps. Each step is approximately 5% above the preceding step in that range.

- 301.2.3 The positions of IT Director, Regulatory & Public Affairs Director, and Mechanical Specialist consist of a series of salary ranges, each containing five steps. Each step is approximately 2.5% above the preceding step in that range.
- 301.2.4 For each salary range, the first step is considered the entrance rate and the top step the maximum, unless the General Manager finds merit; the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District; or due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy. Ordinarily, new employees would start at the minimum rate and progress to the second step after six months of satisfactory service. The third step is achieved after an additional six months of satisfactory service. Each remaining step is reached after one year of satisfactory service at the preceding step except the Mosquito Control Technician and Associate Vector Scientist Positions step 5 which may qualify to apply for the Vector Biologist and Vector Scientist positions after six months.
- 301.2.5 The position of Vector Biologist consists of two steps and Vector Scientist consists of three steps. Each step is approximately 5% above the salary range of the previous step and can be achieved after one year of satisfactory service or unless the General Manager finds merit; the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District; or due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy.
- 301.2.6 If an employee is promoted or changes position in the District service to another position in a higher salary schedule, the salary shall be the amount provided in the schedule step for the new position, which is at least one step higher than the amount received in the former position, but may not exceed the salary schedule. Such salary will be pro-rated from the effective date of promotion to the end of the subject pay period. The date of promotion or advancement will be the new anniversary date established for the employee for purposes of evaluation and advancement in the salary range.
- 301.2.7 The Board may provide for longevity pay as agreed upon in the Employees' Association Memorandum of Understanding.

301.3. Workweek and Pay Days

- 301.3.1 The standard workweek is defined as any consecutive seven-day period at 12:00 a.m. of any Sunday and ending at 11:59 p.m. the following Saturday.
- 301.3.2 Established paydays for the District are the 15th and last working day of the month.. Wages earned between the 1st and 15th days, inclusive of any calendar month must be paid no later than the 26th of the day of the month during which the labor was performed, and wages earned between the 16th and the last day of the month must be paid by the 10th day of the following month.
- #### 301.4. Alternate Workweek
- 301.4.1 The General Manager may approve an alternate work schedule (including a 9/80 schedule, a 4/10 schedule, or some other alternate schedule based on a 40-hour workweek) for individual employees based on staffing needs, the employee's performance and the nature of the position. An alternate work schedule for an employee may be implemented at the sole discretion of the General Manager and may be thereafter modified or eliminated as needed, at any time by the General Manager.
- 301.4.2 Employees approved to work an alternate 9/80 work schedule will work nine (9) hours for four fixed days in each workweek, and eight (8) hours the remaining day of one workweek. The employee will be off work on the remaining day in the other workweek. As such, during the two-week work period, the employee will work a total of 44 hours one calendar week and 36 hours the other calendar week, with the hours worked split between two workweeks as defined in Section 301.4.3, below.
- 301.4.3 The Fair Labor Standards Act (FLSA) workweek for employees on the 9/80 schedule will begin and end 4 hours into the day of the week the employee is normally scheduled to have a day off. Using this method, an employee will work a total of 40 hours during each scheduled workweek. Overtime and compensation time apply to non-exempt employees for hours worked beyond 40 in any established workweek.
- 301.4.4 The employee will be eligible to request an alternate work schedule following at least six months of employment, subject to the recommendation of his/her supervisor, and the approval of the General Manager.
- 301.4.5 The employee will continue accruing vacation and sick leave hours at the same rate as before being assigned to an alternate work schedule. An employee who is using vacation or sick leave will be charged the number of hours of use.

301.4.6 Compensation for holidays will not change when an employee is assigned to an alternate work schedule. Employees normally receive 8 hours of holiday pay when assigned to a standard 40 hour per week work schedule. Under the alternate work schedule option, an employee will continue to receive 8 hours of holiday pay. If the holiday falls on a day when the employee is scheduled to work more than 8 hours, the employee will use his/her accrued compensatory time off time or vacation time to make up the difference. If the holiday falls on a day when the employee is not scheduled to work, the 8 hours will be added to the employee's accrued time off.

301.5 Working Hours

301.5.1 Established hours of District operation are between 7 a.m. and 5:30 p.m., Monday through Friday. Reporting times, defined as the time when employees are expected to be present and ready to start work, may vary based on the specific job requirements. The supervisor will establish the reporting times for each group of employees.

301.5.2 Employees must be present at their job during the "core hours" of 8 a.m. to 11 a.m. and 1:30 p.m. to 3:30 p.m., unless their supervisor and/or the General Manager modify those hours. For employees approved to use an alternate work schedule, the employee and the employee's supervisor will establish the work hours for the employee based on established guidelines and as determined by the supervisor and General Manager.

301.5.3 Each employee is provided a 30-minute unpaid meal period on any workday the employee works longer than 6 hours.

301.5.4 Employees are entitled to take one 10-minute rest period-for every four hours of work. Rest periods may not be combined with the 30-minute meal period or be used to arrive late to work or leave work early.

301.5.5 Employees are expected to arrive at work at their regularly-scheduled reporting time.

(a) If an unforeseen delay results in arriving at work 15 minutes or less past the regularly-scheduled reporting time, the employee is expected to make that time up at the end of the work shift.

(b) If an unforeseen delay results in arriving at work more than 15 minutes past the regular reporting time, the period of absence is to be charged to the employee's accrued vacation balance or compensatory time off.

301.6 Overtime

301.6.1 "Overtime work" for a non-exempt employee is hours worked over 40 hours in any one workweek. For the purpose of calculating overtime, holidays are considered work hours. Vacation and sick hours taken during the workweek will not be credited towards overtime hours.

Overtime must be for definite work performance and ordered and approved by the supervisor or General Manager. The General Manager or authorized designee may authorize overtime work during Saturdays, Sundays or holidays for any or all personnel.

301.6.2 Overtime work shall be compensated at the rate of one and one-half times the base hourly rate for each hour worked in excess of 40 hours in a workweek, and two hours for each hour worked on a holiday that is recognized by the District. Overtime may be paid in cash, or accrued as compensatory time off (CTO) as set forth in Section 301.7, below.

301.7 Compensatory Time Off (CTO)

301.7.1 Compensatory time off (CTO) may be granted to those non-exempt employees who work overtime as provided in Section 301.6, above, and with whom the District has a prior agreement or understanding that the employee will accept CTO in lieu of cash payment for overtime.

301.7.2 Compensatory time off is earned at the overtime rate (one and one-half hour for each hour worked in excess of 40 hours in a workweek and two hours for each hour worked on a holiday that is recognized by the District).

301.7.3 Employees are encouraged to use their accrued CTO, and the District will make every effort to grant reasonable requests for the use of CTO when sufficient advance notice is given and the workplace is not unduly disrupted.

301.7.4 The maximum number of CTO hours that an employee may accrue is 240 hours. Any employee who has reached this maximum shall not work any additional overtime until the employee's accrued compensatory time has fallen below the maximum allowed, unless the employee receives advance written authorization and receives payment in cash for any such additional overtime.

301.7.5 The District reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated CTO.

301.7.6 Employees who separate from District service for any reason shall be paid for accrued and unused CTO.

301.8 Uniform Allowance

301.8.1 The District shall grant designated employees a sufficient number of uniforms to maintain an adequate supply for the changes necessary to keep clean and in good condition, and also will supply a laundry service. The color and type of uniform will be determined by the General Manager with the cooperation of the employees.

(a) The uniforms will include the District's insignia placed on the shirts and jackets selected.

(b) The District shall also furnish each employee with name patches, to be placed on the front of the shirt or jacket so as to be visible at all times. This clothing shall be worn during working hours unless specifically exempted by the General Manager. Uniforms shall not be modified without permission from the General Manager.

301.8.2 The District, in order to reduce injuries to workers, will provide an allowance not to exceed the limits set by the Board of Trustees to purchase safety boots that meet Cal/OSHA standards for toe and penetration protection. Safety shoes are to be above ankle height. Employees are to be reimbursed up to the allowance set by the Board upon presenting a receipt of purchase to the District. Employees may have the option of purchasing safety boots at an approved supplier that will bill the District.

All employees of the District working outside of the office are required to wear approved safety boots or other approved footwear. Safety boots are not required for attending meetings, public education events, or continuing education training.

301.9 Professional Development

301.9.1 It is the policy of the District to encourage participation by all employees in continuing education. The General Manager is authorized to reimburse employees for job-related education and training.

301.9.2 General Manager approval is required for any educational or training course work for which an employee will be seeking reimbursement. Approval must be granted before the course begins.

301.9.3 Reimbursement for approved job-related education and training will be processed following successful completion of the course or training, upon presentation of documentation of successful completion and all associated receipts.

301.9.4 Training should be scheduled so that it is not disruptive to the employee's normal job duties.

302. Health and Welfare Benefits

302.1 Health, Dental, and Vision Benefits

302.1.1 Health insurance is available to full-time employees of the District, as well as eligible members of the employee's family as defined in plan documents. Dental benefits are available to full-time employees after six months of satisfactory service. The District reserves the right to select and contract with health, dental and vision insurance providers, and to change providers and plans. Impacts associated with changes in health, dental and vision insurance coverage or carriers will be negotiated with affected employee bargaining groups.

302.1.2 District contributions to health, dental, and vision insurance premiums are negotiated as a part of the bargaining process, and are documented in the relevant Memoranda of Understanding and/or Compensation Agreements. Health plan summaries and specific plan information are available from the General Manager or designee.

302.2 Group Term Life Insurance. Full-time regular employees are provided, at District cost, group term life insurance coverage. The General Manager or designee can provide additional information, plan documents, and literature regarding this benefit.

302.3 Unemployment Insurance. Unemployment insurance provides compensation payable to individuals unemployed through no fault of their own who are actively seeking employment and are available and able to work. The District will adhere to California Employment Development Department (EDD) unemployment insurance requirements for claim responses. The decision to provide an individual with unemployment insurance is solely at the discretion of the EDD. The General Manager or designee can provide additional information regarding this benefit.

302.4 Consolidated Omnibus Budget Reconciliation Act (COBRA)

302.4.1 Employees and dependents who lose group health coverage due to termination of employment or other "qualifying events" (i.e., death of employee, divorce or separation) may continue health and dental coverage on a self-pay basis under the COBRA option for eighteen (18) months, or the limits specified by law.

302.4.2 Upon an employee's termination of employment, the District will issue a Notice of Right to Elect COBRA Continuation Coverage for health care coverage. To continue health care coverage under COBRA, the employee will fill out and sign forms provided by the District. The terminating employee must pay the full cost of coverage, plus the allowable administrative fee, by the deadlines set forth in the Notice.

302.5 Retirement Plan

302.5.1 **Classic PERS Members.** The District offers a retirement benefit package to all eligible full-time employees through the California Public Employment Retirement System (CalPERS). Full-time employees hired prior to January 1, 2013 and Classic PERS members will be covered under the 2% @ age 55 formula in CalPERS.

New PERS Members. The District offers a retirement benefit package to all full-time employees hired on or after January 1, 2013 and are New PERS members will be covered under the 2% @ age 62 formula in CalPERS.

302.5.2 In accordance with California Public Employees' Pension Reform Act of 2013 (CalPEPRA), as lawfully applicable, New PERS Members will contribute 50% of the cost of the CalPERS contribution rate. Service credit will be credited in accordance with CalPERS plan guidelines. More information on the retirement program can be obtained by contacting the General Manager or designee.

302.6 **Social Security.** Employees are not covered under the full federal Social Security program. The District participates in the federal Medicare portion of Social Security for all employees. The employee and the District contribute the mandatory amount into Medicare.

302.7 Workers' Compensation

302.7.1 Employees who are injured on the job, no matter how slightly, must report the incident immediately to their supervisor. Failure to follow District procedures may affect eligibility to receive Workers' Compensation benefits.

302.7.2 If an employee has an illness or injury that is either caused by his/her job, or incurred within the course and scope of his/her employment, the employee may be entitled to medical care and leave (time away from the job based on health care provider's orders). These benefits are administered by the District's workers' compensation carrier.

302.7.3 Following the required three (3)-day waiting period, the employee may be entitled to partial wage continuation during time he or she is off work due to a work-related illness or injury. This partial wage continuation will be in the form of temporary disability payments through the District's workers' compensation carrier.

302.7.4 The injured employee will be allowed to integrate any accrued and unused sick leave, vacation, and compensatory time off with the workers' compensation temporary disability payment to retain the full regular rate of pay. After the employee has exhausted available

accrued leave the sole source of income will be the temporary disability payments through the workers' compensation carrier. Workers Compensation will run concurrently with Family Care Leave.

302.7.5 The District will not allow any form of retaliation against individuals who file a workers' compensation claim.

302.8 Reasonable Accommodation. In compliance with federal and state laws, the District provides reasonable accommodation for employees who are unable to perform the essential duties of their jobs due to illness or injury.

- (a) An employee may request an accommodation when an illness or injury limits the employee's ability to perform the essential duties of his or her job. An employee seeking a reasonable accommodation to perform the essential job functions of his/her job should make such a request, preferably in writing, to the General Manager. The request must identify: (a) the job-related functions at issue; and (b) the desired accommodation(s).
- (b) The District will consider the request for an accommodation consistent with federal and state laws including, but not limited to the Americans with Disabilities Act.
- (c) Following receipt of a request for accommodation, the General Manager may require additional information, such as reasonable documentation of the existence of a disability.
- (d) The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved health care provider conduct the examination.
- (e) After receipt of reasonable documentation of a disability and/or a fitness for duty report, the General Manager will arrange for an interactive discussion, in person or via telephone conference call, with the employee and his/her representative(s), if any. The purpose of the discussion is to work in good faith to fully consider all feasible potential reasonable accommodations.
- (f) Following the conclusion of the interactive discussion, the District General Manager will determine whether reasonable accommodation(s) can be made, and the type of accommodation(s) that will be offered. The District may not provide accommodation(s) that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The General Manager will inform the applicant or employee of his/her decision as to reasonable accommodation(s) in writing.

- (g) Periodic evaluation of the accommodation will be conducted, and the continuance of the accommodation is not guaranteed. An accommodation may be modified or ended at any time with notice.

Section 303. Leaves

303.1 Holidays

303.1.1 The District shall provide full-time employees time off with pay for the following recognized holidays:

- (a) January 1st, known as New Year Day;
- (b) The third Monday in January, known as “Dr. Martin Luther King Jr. Day”;
- (c) February 12th, known as “Lincoln’s Birthday”;
- (d) The third Monday in February, known as “President’s Day”;
- (e) The last Monday in May, known as “Memorial Day”;
- (f) July 4th, known as “Independence Day”;
- (g) The first Monday in September, known as “Labor Day”;
- (h) September 9th, known as “Admission Day”;
- (i) The second Monday in October, known as “Indigenous Peoples Day”;
- (j) November 11th, known as “Veterans Day”;
- (k) Thanksgiving and the day after Thanksgiving;
- (l) December 24th, known as “Christmas Eve”;
- (m) December 25th, known as “Christmas”; and
- (n) Other or alternate holidays agreed upon between the District and employee bargaining groups, as documented in the Employees’ Association Memorandum of Understanding.

303.1.2 In the event that any of the holidays provided fall on Sunday, the Monday following will be observed, and in the event any of the holidays provided fall on a Saturday, the Friday preceding will be observed.

303.1.3 The District shall provide full-time employees an annual floating holiday on July 1st with no rollover.

303.1.4 A day off with pay for full-time employees under this Section shall be recognized as eight (8) hours.

303.2 Vacation Leave

303.2.1 Accrual of vacation leave under the District’s vacation plan will be administered as stated below, unless modified by Employees’

Association Memorandum of Understanding. The General Manager may increase the rate of accrual for the purposes of recruitment and as a reward for consistent outstanding performance for any employee who is at the top step of the employee's classification wage range.

<u>Years of Employment</u>	<u>Days Vacation Accrued/Month</u>
Beginning of 1 st year through end of 3 rd year	1 day/month =12 days/year
Beginning of 4 th year through end of 7 th year	1 1/4 days/month = 15 days/year
Beginning of 8 th year through end of 12 th year	1 2/3 day/month = 20 days/year
Beginning of 13 th year and after	2 1/12 days/month =25 days/year

303.2.2 The General Manager may determine that the best interest of the District will be served by delaying all or part of the vacation leave.

303.2.3 An employee who has reached the maximum vacation accrual level of two years allowance will cease accruing vacation until sufficient vacation is taken that the accrual balance is less than the stated maximum, unless otherwise approved by the General Manager.

303.2.4 Vacation credit shall begin on the first day of employment.

303.2.5 Employees who separate from District service for any reason will be paid for accrued and unused

vacation. 303.3 Sick Leave

303.3.1 Paid sick leave provides time off without loss of pay for reasons, and under the conditions, specified in this policy, as may be modified by MOU or applicable law. The District's Sick Leave Policy conforms to Healthy Families Act of 2014 (CA Paid Sick Leave). Every employee should use sick leave with respect for the intent of the policy and the impact on fellow employees. All employees are responsible for the proper administration of the sick leave provision.

303.3.2 Accrual of paid sick leave is set forth below, as may be amended or modified by specific provisions in relevant Memoranda of Understanding and/or adopted Compensation Resolutions.

(a) Regular Full-time Employees: Sick leave with pay shall accrue to regular full-time employees at the rate of one work day for each calendar month of service, or according to current Memoranda of Understanding or Compensation Agreements. Sick leave credits shall accrue only while an employee is in paid status with the District.

(b) Part-time and Seasonal Employees: After working a minimum of 30 calendar days for the District, 3 days (24 hours) of paid sick

leave shall accrue to part-time, seasonal and temporary employees. The accrual will be capped at 3 days or 24 hours.

303.3.3 Approved Sick Leave may be granted to all full-time employees for the following reasons:

- (a) For the diagnosis, care or treatment of an existing health condition, or preventive health care for the employee or a member of the employee's immediate family.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) To allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure his/her health, safety, or welfare, or that of his or her child(ren).
- (d) To allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning.
- (e) Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

303.3.4 One-half (50%) of the Sick Leave accrued by a full-time employee in any one year shall be granted if needed for the reasons cited in 303.3.3(a),(c),or (d).

303.3.5 After meeting the eligibility and waiting period requirements set forth in this policy, accrued Sick Leave can be taken by eligible part-time, seasonal and temporary employees for the following reasons:

- (a) The diagnosis, care or treatment of a health condition or for preventive care of the employee or a member of the employee's immediate family.
- (b) For specified purposes when an employee is a victim of domestic violence, sexual assault or stalking.
- (c) Sick Leave under this Section can only be taken for an absence from a previously scheduled work shift.

303.3.6 Supervisory personnel are charged with the responsibility for reviewing and evaluating sick leave usage.

(a) Sick leave misuse or abuse is generally defined as use of sick leave for reasons other than are set forth in this policy. Potential indicators of abuse are:

- (1) A pattern of sick leave use involving days adjacent to scheduled days off and holidays.
- (2) Refusal or inability to provide medical substantiation when requested.
- (3) Frequent absences with vague or questionable substantiation.
- (4) Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).
- (5) Other evidence of employee activity that is inconsistent with the legitimate use of sick leave, such as usage higher than the District average for the previous calendar year (deduct serious illness or injury) and two or more indicators above.

(b) When it is determined, by investigation, that sufficient evidence exists to demonstrate that an employee has abused or is abusing or misusing the sick leave privilege, the General Manager may cause such disciplinary action to occur as deemed appropriate to deter future misuse. If it is found that the claim for sick leave was fraudulent, the claim for sick leave will not be paid. Sick leave taken under Sections 303.3.4 and 303.3.5, above, shall not be considered in determining abuse or misuse of the sick leave privilege.

303.3.7 Except for sick leave taken under Sections 303.3.4 and 303.3.5, above, the District may require a health care provider's certificate for absences due to illness when the employee has been put on notice of being suspected of misuse of sick leave and that future absences will require a health care provider's certificate. The health care provider's certificate shall be requested at the earliest possible time and prior to the employee's return to work, whenever possible. The request for a health care provider's certification will adhere to 303.3.7 (b).

(a) Fitness for Duty Exam - Any employee may be required by the General Manager to submit to an examination by a licensed health care provider or psychologist at any time, subject to sufficient cause existing, by the District at its expense in order to determine the state of the employee's health and fitness to perform assigned tasks.

(b) Privacy laws restrict employers from requesting certain medical or health information. Therefore, if asking for a health care provider's certification or other verification of absence due to illness, the District may ask when the employee is anticipated to return to work, with or without restrictions, but cannot ask for a diagnosis or prognosis.

303.3.8 Paid sick leave provides time off without loss of pay for qualifying reasons. It is a non-vested benefit which carries no cash value. Except as may be provided as Accrual Incentives or Retiree Service Credit in designed Memoranda of Understanding or Compensation Resolutions, there is no provision for a pay-out of accrued and unused sick leave upon separation from District employment.

If a part time, seasonal or temporary employee separates and returns within one (1) year of separation, unused sick leave hours shall be restored to the employee. If the employee returns after one (1) year of the previous separation, the sick leave hours shall not be restored to the employee.

303.4 Voting Time Off

303.4.1 In the event an employee does not have sufficient time outside of working hours to vote in an election, the employee may take a limited amount of time off without loss of pay to vote.

303.4.2 Voting time off should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day.

303.4.3 Employees should notify their supervisor of the need for time off to vote at least three (3) working days prior to Election Day.

303.5 Military Leave

303.5.1 Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the General Manager a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the District may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

In an emergency situation, if orders are not available at the time of the ordered leave, oral notice should be given as soon as possible, with a copy of the military orders to be provided to the District as soon as it is available.

- 303.5.2 Employees ordered into active federal military duty as a member of the National Guard or Naval Militia will be granted military leave for a period not to exceed five (5) years, unless there is an authorized exemption. Authorized exemptions to the five-year limit include: initial enlistments lasting longer than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls.
- 303.5.3 Employees ordered to temporary active duty, or for training, will be granted military leave for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.
- 303.5.4 Employees will receive District pay while on military leave, as outlined by law.
- 303.5.5 The District will continue to pay the District's portion of the cost of Health Insurance for an employee while he or she is on any military leave to the same extent it would if the employee were working, regardless of pay status in accordance with the law.
- 303.5.6 Employees on temporary military leave and who have at least one year of service with the District or at least one year of combined military/District employment service, continue to accrue the same vacation, sick leave, and holiday benefits for up to a maximum of 180 days. This provision also applies to employees who are members of the National Guard.
- (a) Employees on active military leave are not entitled to accrue sick leave or vacation during the period of Military Leave.
 - (b) Employees who are members of the National Guard and are on active military leave accrue vacation and holiday benefits, but not sick leave, for the first 30 days of active service.
- 303.5.7 An employee returning from active duty after serving in time of war or national emergency must seek reemployment within six months after completing military service, but not later than six months after the end of the war or national emergency. Reemployment rights do not extend to an employee who fails to return to his/her position within 12 months after the first date on which he or she could terminate active military service.
- (a) An employee on military leave for reasons other than war or national emergency must return to work or seek reemployment as set forth below:
 - (1) An employee whose military leave lasted from 1 to 30 days must report to the District by the beginning of the first full

regularly scheduled work day on the first full calendar day following the completion of the period of service.

(2) An employee whose military service lasted from 31 to 180 days must submit a reemployment application (verbally or in writing) with the District no later than 14 days after the completion of the period of service.

(3) An employee whose military leave lasted more than 180 days must submit a reemployment application (verbally or in writing) with the District no later than 90 days after the completion of the period of service.

(b) An employee who fails to report to work or submit a reemployment application as set forth in this Section may be deemed to be on Unauthorized Leave from the District.

303.6 Family Care Leave. Although the District has fewer than 50 employees and is not required to provide family and medical leave under either the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), it will grant eligible employees family care leave similar to the provisions of the FMLA and CFRA, their corresponding regulations, and this rule. If, at any time, the District employs 50 or more employees, this rule will also govern leave procedures under the FMLA and CFRA. The Family Care Leave policy may be found at Appendix 300.

303.7 Pregnancy Disability Leave

303.7.1 The District will provide up to four months, or seventeen and one-third (17 1/3) weeks of Pregnancy Disability Leave to eligible employees as required by State law. Pregnancy Disability Leave is without pay.

303.7.2 An employee who has been advised by her health care provider that she is disabled due to pregnancy or a pregnancy-related condition, and who has provided timely notice of this determination to the District, is entitled to Pregnancy Disability Leave. There is no minimum service requirement for eligibility.

303.7.3 Pregnancy Disability Leave is available when a woman is disabled by her pregnancy, childbirth, or a related medical condition. The reasons for leave include:

(a) time off needed for prenatal care;

(b) severe morning sickness;

(c) doctor-ordered bed rest; and/or

- (d) childbirth, recovery from childbirth, and any related medical condition.

A woman does not have to be completely incapacitated or confined to her bed to qualify as being disabled by pregnancy. However, as a general rule, a woman must be, in the opinion of her health care provider, unable to perform one or more essential functions of her job without undue risk to herself or to other persons, or without undue risk to successful completion of her pregnancy.

303.7.4 The duration of Pregnancy Disability Leave is limited to four months (17 1/3 weeks) during the period the employee is disabled by pregnancy or a pregnancy-related condition.

303.7.5 Pregnancy Disability Leave may be accounted for in increments of no greater than one hour, or the increment utilized to account for use of other forms of leave (if the same is less than one hour).

303.7.6 An employee disabled by pregnancy is eligible for intermittent or reduced schedule leave if recommended by her treating health care provider.

- (a) If intermittent leave is medically advisable, it may be necessary to temporarily transfer the employee to an available alternative position with an equivalent rate of pay and benefits.

- (b) The employee must be qualified for the available alternative position.

- (c) The equivalent position must better accommodate recurring periods of leave than the employee's regular job.

- (d) If there is no available alternative position, the District may consider altering the employee's existing position on a temporary basis to accommodate intermittent leave or reduced schedule.

303.7.7 The District will consider temporary reasonable accommodations that are determined to be medically advisable by the employee's health care provider, and reasonable by the District. Temporary accommodations may include:

- (a) Additional leave after the employee has exhausted her right to four months of Pregnancy Disability Leave;

- (b) Transfer to a less strenuous or hazardous position if the employee's health care provider states that it is medically advisable and the employee is qualified for the position;

- (c) Creation of a temporary light-duty assignment, or modification of current job on a temporary basis;
- (d) Modifying the work schedule on a temporary basis; and/or
- (e) Allowing more frequent restroom breaks.

303.7.8 An employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition shall provide notice of the need for such an accommodation in advance of the needed accommodation, unless such notice is not possible.

- (a) The request for accommodation must include Medical Certification that documents the specific limitations the health care provider has set forth for the employee, as well as the anticipated duration of those limitations.
- (b) The District shall engage in an interactive process with an employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition to identify, discuss, evaluate, and implement accommodations that are consistent with the recommendations of the health care provider.

303.7.9 Employees on approved Pregnancy Disability Leave will be required to exhaust accumulated leave balances before being placed on unpaid leave.

303.7.10 The District will continue to pay the District's portion of the cost of "Health Insurance" for an employee while she is on an approved Pregnancy Disability Leave to the same extent it would if the employee were working, regardless of pay status, for a maximum of four (4) months.

- (a) "Health Insurance" is defined as medical, vision, and dental insurance. The employee must continue to pay his/her employee contribution to Health Insurance either through payroll deduction while using leave balances, or by direct payment to the District while on unpaid leave.
- (b) Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee shall receive a notice at least 15 days before coverage is to cease, advising that she will be dropped if the premium payment is not paid by a certain date.
- (c) Contribution amounts for all employees are subject to any change if changes in rates occur while the employee is on leave.

(d) The total combined duration of District contribution toward Health Insurance available during unpaid leaves due to any combination of pregnancy disability, the employee's serious health condition, and family care purposes will not exceed twenty-nine and one-third (29.33) weeks in a twelve (12) month period.

303.7.11 Leave available under the California Family Rights Act will not run concurrently with Pregnancy Disability Leave. An employee may have separate eligibility for "bonding" leave following the birth of a child under the California Family Rights Act. Refer to the District-Family Care Leave policy for information about eligibility requirements.

303.7.12 Employees must provide at least thirty (30) days' advance notice of the need for Pregnancy Disability Leave, or the need for a temporary reasonable accommodation, or transfer in conjunction with pregnancy, if the need is foreseeable. If such notice is not possible due to a change in circumstances, medical emergency, or other good cause, the employee is required to provide notice as soon as practicable.

303.7.13 Medical certification will be required to support the need for Pregnancy Disability Leave or other reasonable accommodation in conjunction with pregnancy or a pregnancy-related condition.

(a) Medical certification is to be provided by the employee's health care provider, and must include:

(1) the date on which the employee became disabled due to pregnancy;

(2) the anticipated duration of the period of disability; and

(3) an explanatory statement that, due to the disability, the employee is unable to work at all, or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

303.7.14 An employee returning from Pregnancy Disability Leave or temporary accommodation shall be reinstated to the same position she held prior to taking leave or undertaking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition, except as provided below.

(a) The employee may not be reinstated to the exact same position if the employee would not have been employed for reasons unrelated to the leave, such as a layoff.

- (b) If the exact same position is not available, the employee will be reinstated to a comparable position. A comparable position is one that is virtually identical to the employee's previously held position, including wages, benefits, working conditions, and shift.

303.7.15 Lactation

In accordance with California Labor Code section 1030, the District shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, shall run concurrently with the employee's regular break time.

In accordance with California Labor Code section 1031, the District shall make all reasonable efforts to provide the employee with the use of a room or other location, other than the restroom, in close proximity to the employee's work area, for the employee to express milk in private.

303.8 Bereavement Leave

303.8.1 A leave of absence with pay because of death in the immediate family of a person in the District employ, as defined in Section 303.15, below, may be granted by the General Manager for a period not to exceed three days.

303.8.2 For out-of-state funerals the Board authorizes an additional day (for a total of four days).

303.8.3 Entitlement to a leave of absence under this Section shall be in addition to any sick leave, emergency leave, or any other leave to which the employee may be entitled.

303.9 Jury Duty

303.9.1 The District will grant time off in conjunction with service on a jury in response to a subpoena pursuant to the requirements of the Federal Jury System Improvement Act of 1978 and California Labor Code section 230. Compensation during authorized jury will be provided pursuant to the terms of this policy, as may be modified by relevant Memoranda of Understanding or approved Compensation Agreements. Proof of jury duty must be provided to District.

303.9.2 In the event an employee is called for jury duty, no deduction from salary will be made for the absence while serving as a juror or in answering the call for jury duty; provided, however, that the employee shall endorse payments from the Courts for jury duty to the District.

303.9.3 Employees may retain any reimbursement for mileage issued by the Courts in conjunction with jury service.

303.9.4 Employees called to jury duty must report to work before or return to work following their service whenever practical.

(a) If an employee does not have to report to the jury room/court for full days in the midst of their service, he or she is expected to report to work whenever practical.

(b) An employee's failure to report to work may be considered to be an absence without leave and could be subject to disciplinary action.

(c) Employees who must report for jury duty on their regular days off will not be eligible for jury duty pay. Such service is considered to be a civic duty and not compensable by the District.

303.9.5 In the event an employee is subpoenaed to appear as a witness in a trial related to District business, no deduction from salary will be made for the absence while serving as a witness or in answering the subpoena; provided, however, that the employee shall endorse all payments, if any, for witness duty to the District.

303.10 School Activities Leave

303.10.1 Parents, guardians, grandparents, or individuals serving as parents with custody of minor children are entitled to take up to forty (40) hours of time off work each year to attend school-related activities for the following reasons:

(a) when a student has been suspended and the parent, guardian or grandparent is required to appear at the school pursuant to the school's request; and/or

(b) to attend designated Child-Related activities. Child-Related activities include: attending school functions, activities and programs; finding, enrolling or reenrolling a child in a school or with a licensed child care provider; addressing a child care or school emergency, including closure or unexpected unavailability of the school (excluding planned holidays) or a natural disaster.

303.10.2 Except for the need to address a child care provider or school emergency, the use of School Activities Leave is limited to 8 hours per month.

303.10.3 The District may require proof of an employee's participation in these activities.

303.10.4 The employee must provide reasonable advance notice to his or her supervisor before taking any time off under this policy.

303.10.5 Employees must use accrued paid time off for the absence. If the employee does not have any accrued paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any week in which they perform any work for the District that is interrupted by the need for time off under this policy.

303.11 Time Off for Crime Victims

303.11.1 Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime.

303.11.2 Employees also may take time off if an immediate family member has been a victim of such a crime and the employee needs to attend judicial proceedings related to the crime.

303.11.3 Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the District of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the District with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

303.11.4 Employees will be paid under this section only to the extent they have accrued vacation or compensatory time off available.

303.12 Catastrophic Leave

303.12.1 A leave of absence with pay for up to five days annually may be granted in the case of a catastrophic event (such as earthquake, flood or fire) that directly impacts the employee, or a member of the employee's immediate family as defined in Section 303.15, below. Employees must request and receive approval from the General Manager to receive paid Catastrophic Leave. Catastrophic Leave shall be in addition to any other entitled sick, vacation or other leave benefit.

303.13 Medical Leave Donation Program

303.13.1 Any District employee who accrues vacation credit may voluntarily donate those credits to any other District employee if the recipient

employee experiences a catastrophic illness or injury and has exhausted all accrued leave credits, i.e. sick leave, vacation, compensatory time off, due to illness or injury, including pregnancy and maternity leave.

- 303.13.2 Employees may donate a maximum of forty (40) hours of vacation per fiscal year in increments of eight hours in support of fellow employees who experience a catastrophic illness or injury. Unused donated time will be returned proportionally to the donors.
- 303.13.3 Donated time will be “banked,” using the value of each hour of donated time as the basis for credit.
- 303.13.4 An employee may request a grant of donated time under the program when he/she has a catastrophic illness or injury, and has exhausted all accrued paid leave benefits. Grants may be requested when the employee must care for a member of his/her immediate family under the same conditions. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.5 A request for donated time under this program may be submitted by the legal representative or an employee’s immediate family member with the employee’s authorization. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.6 Grants of donated time will be approved by the General Manager, with consideration being given to the amount of available donated time and the demonstrated need of the employee. In no event will a grant of donated time be approved for an employee who has a history or record of sick leave abuse or failure to responsibly use accrued leave benefits.
- 303.13.7 Grants will be awarded as hours from the leave bank. Donated vacation credit may not exceed continuance of the employee’s regular rate of compensation.
- 303.13.8 While an employee is on catastrophic leave using donated time, the employee shall not accrue any vacation or sick leave.
- 303.13.9 Donations are subject to applicable tax laws. Recipient employees will be responsible for any applicable state and federal income taxes on the donated time. There is no tax liability to donors.

303.14 Leave Without Pay

303.14.1 A leave of absence without pay may be granted by the Board of Trustees upon the request of a District employee and recommendation of the General Manager, but such leave shall not be for longer than six months

303.14.2 Unless otherwise specifically provided in the policies in this Chapter, or set forth in provisions of the Employee's Memorandum of Understanding, the General Manager is directed NOT to pay the health benefits of employees at any time that they are on leave without pay from the District.

303.15 Definition of Immediate Family

303.15.1 The definition of "Immediate Family" shall be consistently applied to all leave policies set forth in this Chapter. The District purposefully elects a broad and consistent definition, which may, in some circumstances, be beyond what is required by law and regulation, to ensure efficient and consistent administration of leave policies.

303.15.2 For purposes of leave administration in this Chapter, "Immediate Family" is defined as an employee's: Spouse (including a lawfully married same-sex spouse), state registered domestic partner, child, (including a biological, adopted, or foster child, legal ward, or a child to whom the employee stands in loco parentis) child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, parent-in-law, grandparent and grandchild.

303.16 Administrative Leave

303.16.1 Exempt employees will be given 40 hours of administrative leave annually on July 1 with no rollover.

Section 304. Probation and Performance Management

304.1 Probationary Period

304.1.1 The probationary period is regarded as a part of the selection process for regular employees and is utilized for the purpose of determining the employee's ability to satisfactorily perform the essential job duties, with or without reasonable accommodations, prescribed for the position, and determining the employee's ability to work with other employees. All probationary employees are considered to be "at-will." Temporary, part-time, and seasonal employees are at-will employees

and are not subject to a probationary period. The probationary period policy does not apply to at-will management employees.

- 304.1.2 All initial and promotional appointments shall be tentative and subject to a probationary period of actual District service in the new position. The probationary period does not include time served under any temporary or provisional appointment. The length of the initial and promotional probationary period shall be six (6) months for all full-time employees.
- 304.1.3 The probationary period of an individual employee may be extended by the General Manager prior to the expiration of probation, upon the request of the supervisor and approved by the General Manager, for a period not to exceed an additional six (6) months.
- (a) Probation may be extended if there has been insufficient opportunity to fully evaluate the employee's ability to perform the duties prescribed for the regular position. Such an extension must be approved by the General Manager, and the employee shall be notified in writing of the extension of the probationary period.
 - (b) If the number of leaves of absences (paid or unpaid) totals thirty (30) or more days, it will automatically extend the probationary period the equivalent amount of time the employee was absent from work.
- 304.1.4 A supervisor may determine that a probationary employee should not pass probation at any time during the employee's probationary period or extension thereof. When the supervisor makes such a determination, he/she shall notify the General Manager in writing. Upon approval of the General Manager, the supervisor shall terminate employment of the probationary employee by written notice prior to the expiration of probation.
- 304.1.5 Probationary employees serve in an at-will capacity. Any release from probation shall not be for cause but rather, because the employee failed to meet the standards of the class/position. The employee has no right of appeal of failure to pass probation.
- 304.1.6 An employee who fails to pass probation following a promotional appointment and held regular status in his/her former classification shall be reinstated to his/her former position or to a vacant position in the same classification.
- 304.1.7 If an employee is promoted during a probationary period, the employee shall serve the probationary period in the new position. If the employee does not pass the probationary period of the promotion,

there are no specific employee rights to return to his/her previous job, since regular status was not obtained.

304.2 Performance Evaluations

- 304.2.1 The performance management system at the District is designed to motivate, recognize and reward employees' efforts and achievements. The District strives to create a work environment in which employees are recognized and rewarded for their contributions and where employees understand, contribute and help meet the District's overall goals.
- 304.2.2 Goal-oriented performance objectives should be established and clearly communicated for each employee. Both performance and behavioral objectives may be established. It is important that employees understand the District's expectations.
- 304.2.3 The District encourages individual feedback to employees on a regular basis. The District's performance management system is designed so that each regular full-time employee will be evaluated at least annually, and quarterly while the employee is on probation.
- 304.2.4 Employees will be eligible for consideration of a salary step increase in conjunction with the annual evaluation. The first increase will be considered with the evaluation at the employee's six-month anniversary.
- 304.2.5 All employee evaluations shall be prepared in written form and signed by the employee's supervisor. (The General Manager's supervisor is the Board of Trustees or its chosen representatives.)
- 304.2.6 For each evaluation, there shall be a performance evaluation review meeting between the employee and the employee's supervisor, during which the written evaluation shall be presented and discussed.
- (a) Upon completion of the performance evaluation review meeting, the employee shall sign the evaluation to show that the interview was completed.
 - (b) The employee shall have the opportunity to provide written comments regarding the evaluation within seven calendar days of the interview.
 - (c) The General Manager shall review the performance evaluation and employee comments. The General Manager shall sign the performance evaluation to indicate that the process was completed. A copy of the completed performance evaluation, and

the employee's comments, shall be provided to the employee. The original copy will be kept in the employee's personnel file.

- 304.2.7 An employee evaluation that is less than satisfactory requires preparation of a performance improvement plan to be signed by the employee, and a follow-up evaluation within six months.
- 304.2.8 The performance evaluation is not subject to the grievance process set forth in Chapter 700 of this Policy Manual.

Section 305. Job Abandonment

- 305.1 Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of all classification. A constructive resignation occurs and is effective when an employee has been absent from duty for three (3) or more consecutive working days without authorized leave. The District may consider that a constructive resignation has occurred due to the absence, or that the absence provides a reasonable basis for believing that the employee has abandoned the job.

At minimum, one phone call in an attempt to speak with the employee will occur. A voice message may be left for the employee.

After being absent for three consecutive working days, a written notice will be sent via U.S.P.S. Priority Mail to the employee. If known, an e-mail may also be sent to the employee's personal e-mail address. The employee will be given written notice, at employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for employee's unauthorized absence. The employee will be provided five (5) calendar days to respond, in writing, why employee's employment with the District should not be terminated due to job abandonment, or can arrange for an appointment with the General Manager or designee before final action is taken to explain the unauthorized absence and failure of timely notification. The decision of the General Manager is final.

Section 306. Drug Free Workplace

- 306.1 The District is committed to providing a work environment that is safe, healthy, and free of any adverse effects caused by alcohol or controlled substances. The District is concerned about employees or other persons working, contracting, or volunteering with the District being under the influence of alcohol, drugs, and/or controlled substances at work or while on District premises. The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate substance abuse and its effects in the workplace.

- 306.2 A District employee is prohibited from working or being subject to call-in if impaired by alcohol or any controlled substance.
- 306.3 An employee must notify his/her supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or operation of District equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the District may require medical clearance.
- 306.4 Compliance with this policy is a condition of District employment. Disciplinary action will be taken against those who violate this policy.
- 306.5 In order to promote a safe, productive, and efficient workplace, the District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common or joint control of the District and employees, without prior notice. No employee has any expectation of privacy in any District building, property, or communications system. No personal property items, such as personal cell phones or other personal electronic devices, purses, backpacks, briefcases, etc., will be searched under this policy.
- 306.6 Except as provided otherwise in a Memorandum of Understanding, the District has discretion to test a current employee for alcohol or drugs following any work-related accident or any violation of safety precautions or standards.

Section 307. Workplace Violence

The goal of the District is to provide every employee a safe work environment. To this end it is the District's policy that violence, or the threat of violence, in the workplace will not be tolerated in any form. It is inappropriate to use violence or threats of violence for any reason or to in any way interfere with providing a safe workplace. Violence, or the threat of violence, against or by any employee of the District or any other person is unacceptable.

- 307.1 Should a non-employee or District Trustee on District property demonstrate or threaten violent behavior, the District will call law enforcement and he/she may be subject to criminal prosecution. Should an employee demonstrate or threaten violent behavior, he/she may be subject to disciplinary action up to and including termination.
- 307.2 The following actions are considered violent acts, but not limited:
- (a) Striking, punching, slapping or assaulting another person.
 - (b) Fighting or challenging another person to a fight.
 - (c) Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.
 - (d) Engaging in dangerous, threatening or unwanted horseplay.

- (e) Threat with the use of a gun, knife or other weapon of any kind on District property, including parking lots, other interior and exterior premises, District vehicles, or while engaged in activities for the District in other locations.
 - (f) Verbal assaults. Verbal assaults are statements that would place a reasonable person in fear of harm for the safety of himself/herself or others and that serve no legitimate workplace purpose.
 - (g) Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.
- 307.3 Any employee or Trustee who is a victim of any violent threatening or harassing conduct, any employee or Trustee witness to such conduct, or any employee or Trustee receiving a report of such conduct, whether the perpetrator is a District employee or a non-employee, shall immediately report the incident to their supervisor or other appropriate person in the chain of command. The General Manager must be notified.
- 307.4 No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment by the District.
- 307.5 Any employee reported to be a perpetrator, will be provided due process before the District takes disciplinary action.
- 307.6 Anyone who fears for the safety of persons at the scene of the violent act should call law enforcement immediately.

Section 308. Exit Interviews

- 308.1 The General Manager, or immediate supervisor, shall meet with each employee at the end of their employment at the District.

Section 309. Remote Working (Telework)

- 309.1 It is the policy of ACMAD to provide a telecommuting program as an alternative to the traditional work location. The program is designed to achieve increased productivity and effective use of staff work time, promote efficient use of resources, and allow for flexibility during family and local/state/national emergencies.

- 309.1.1 Telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

309.1.2 There are three types of telework.

- a) Routine telework in which telework occurs one day a week as part of an ongoing, regular schedule.
- b) Situational telework that is approved by the General Manager, or his/her designee, on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule. Situational telework should only be used seldomly for cases such as doctors' appointments, road hazards, inclement weather, sick family members, or emergencies. Situational telework may also be occasionally used to promote staff and resource efficiency, particularly for offsite meetings or appointments where telework would increase staff efficiency. Situational telework is allowed at a maximum of five (5) days a month unless an emergency arises.
- c) Management telework in which the General Manager, or his/her designee, notifies staff that they are working off site for the day(s) or portion thereof.

309.1.3 Telecommuting is not an employee right but may be offered by the District based upon business needs. If at any time the General Manager, or his/her designee, determines the work schedules and/or workweek periods offered must be changed, affected employees will be notified of the change at least one week in advance.

309.2 Telecommuting Eligibility

309.2.1 Eligibility to participate in the telecommuting program is subject at all times to the needs of the District and may be modified as those needs dictate.

309.2.2 This policy shall be applicable to employees who meet specific work standards, current projects, and the employees' job duties that are appropriate for telecommuting. Meeting one or more of the eligibility requirement does not guarantee approval of telecommuting. The General Manager, or his/her designee, holds the final determination of an employee's position being appropriate for telecommuting and if the employee meets the specific work standards. Minimum work standard eligibility requirements include, but are not limited to:

- a) Prior annual job performance evaluation and/or job performance that demonstrates employee ability to work independently.
- b) Employee is self-motivated and demonstrates high dependability.
- c) Job duties and requirements allow the employee to be away from the District's worksite for a period of time during the work week.
- d) Telecommuting does not impede other employees from

- performing their job duties or diminish the operations of the District.
- e) Telecommuting does not reduce service to internal or external customers; and
 - f) Supervisor is able to manage the employee remotely.

309.3 Participation Guidelines

- 309.3.1 The duties, obligations, responsibilities, and conditions of a District employee are not changed by telecommuting. Employee's wage, retirement, benefits, and insurance coverage remain unchanged.
- 309.3.2 The telecommuting employee remains obligated to comply with all District policies, practices, and instructions. Violations may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment. The District's worker's compensation liability for job-related accidents will continue to apply during the employee's telecommuting work hours.
- 309.3.3 Work hours, overtime compensation, and vacation schedule will conform to District policies and practices, Fair Labor Standards Act (FLSA), and to any other terms agreed upon by employee supervisor, except that, those terms may not violate the laws/provisions stated above. Hours of work can be arranged with the supervisor.

3.9.4 Job Performance

- 309.4.1 Employee will work at a designated location during hours agreed upon. Arrangements for flexible work schedules are subject to supervisor's approval.
- 309.4.2 Expectations must be pre-established between telecommuters and supervisors regarding work assignment(s), productivity level, and productivity measurements to be used when employee is telecommuting. Timeliness, quality, and quantity of work must be maintained.
- 309.4.3 Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of each classification and must be maintained during telecommuting, unless otherwise approved in advance.

309.4.4 Employee agrees not to engage in employment activities other than District assignments during telecommuting hours.

3.9.5 Office Equipment

309.5.1 The District will provide equipment similar to that used by employee(s) on a regular basis to accomplish their daily duties, as determined by the General Manager. Office supplies needed by the telecommuter will be provided by the District. All requests must be pre-approved by the General Manager, or his/her designee. The District retains ownership of all equipment and/or licenses provided.

309.5.2 Use of District equipment and supplies is limited to authorized persons for purposes relating to District business. The employee is responsible for ensuring that equipment is used properly. The District will provide for maintenance and repairs to District equipment.

309.5.3 When employee uses his/her own equipment for telecommuting, employee is responsible for maintenance and repair of equipment. The District is not liable for damage to the employee's real property.

309.5.4 The District is not responsible for the payment of utilities (heat, electricity, etc.) or home maintenance costs.

309.5.5 In the event of delay in repair or replacement of equipment or any other circumstance under which it would be ineffective for the employee to telecommute, the employee will return to the District workplace.

309.6 Taking District Vehicles Home

309.6.1 If an employee is approved by the General Manager, or his/her designee, to take a District vehicle home as an effective use of staff work time, to promote efficient use of resources, or to allow for flexibility during family and local/state/national emergencies, the vehicle must be driven directly home and parked off-street.

309.6.2 If crossing any toll roads while driving home, those costs must be incurred by the employee by registering the District vehicle with the appropriate agency.

309.7 Remote Work Location

309.7.1 Employee must designate a workspace at home or another location that is maintained in a safe condition, free from hazards. Telecommuter will be responsible for completing a workspace safety

review with approval from the General Manager, or his/her designee, that will include a photo of the workspace. Any accident must be brought to the immediate attention of the supervisor.

- 309.7.2 As part of telecommuting responsibilities, the telecommuter must ensure that safety and ergonomic standards are met in your workspace. Although the workspace does not have to be a separate room, it must have adequate lighting, ventilation, and furniture that is ergonomically comfortable and safe to use.
- 309.7.3 Telecommuters must have a method for expediently receiving and responding to communications (phone calls, messages, mail, etc.) from other staff, supervisors, and when applicable, clients and/or the public.
- 309.7.4 Telecommuter remains solely liable for injuries to third persons and/or members of employee's family on employee's premises.
- 309.7.5 Telecommuter will take all reasonable precautions necessary to secure District information and equipment in his/her workspace, prevent unauthorized access to any District system or information. Data and information used by telecommuters must be treated with the same caution that confidential material is given in the office. In some cases, telecommuters will need to take a few added precautions.

309.8 Request for a Telecommuting Schedule

- 309.8.1 Employees who would like routine and/or situational telework must submit an email request to their supervisor and General Manager, or his/her designee, for approval, if not already assigned telework due to a local/state/national emergency.
- 309.8.2 All telework (whether routine, situational, or management) must be added to the District calendar before the workday has begun. If you do not have access to the calendar, please email your supervisor and Accounting Associate to have it added.

Recording requested by and
when recorded return to:

RACHEL JONES
EXECUTIVE OFFICER
Alameda Local Agency Formation
Commission (LAFCO)
224 West Winton, Ste. 110
Hayward, CA 94544
OIC 50703
Phone: (510) 670-6267

CONFORMED COPY - has not been compared with Original.
2020165471 07/15/2020 09:55 AM 6 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00

CERTIFICATE OF COMPLETION
Govt Code 27383

TO: COUNTY RECORDER
COUNTY OF ALAMEDA
1106 MADISON STREET, 1st FLOOR
OAKLAND, CALIFORNIA 94607

Exhibit A, Filed in
Book _____ of Maps
at Pages(s) _____
Series No. _____

I, RACHEL JONES, the Executive Officer of the Local Agency Formation Commission named herein, hereby certify that the DISTRICT has completed annexation proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, specifically Section 56000 et seq. of the Government Code as follows:

The name of the District is: **Alameda County Mosquito Abatement District**

The name of the County or Counties in which the City/District is located in: **Alameda**

The kind of action completed is:

- Annexation Detachment Reorganization County Service Area Formation

A short title, if any, of the proceeding is: **City of Albany to Alameda County Mosquito Abatement District Annexation**

This annexation may also be known as: **Resolution No. 2019-10**

The legal description of the territory annexed or detached is set forth in the attached Exhibit I.

The terms and conditions of the annexation are set forth in the resolution ordering the annexation, Resolution 2019-10.

The annexation was:

- Ordered without an election and the Resolution ordering the annexation was adopted by the conducting agency.
- Confirmed by the voters and the Resolution confirming the annexation was adopted by the conducting agency.

A certified copy of said Resolution is attached.

RACHEL JONES, Executive Officer

07.10.2020
Date

Recording requested by and
when recorded return to:

RACHEL JONES
EXECUTIVE OFFICER
Alameda Local Agency Formation
Commission (LAFCO)
224 West Winton, Ste. 110
Hayward, CA 94544
QIC 50703
Phone: (510) 670-6267

2020165471

07/15/2020 09:55 AM

6 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00



ABINF
V
FB



COPY of Document Recorded

CERTIFICATE OF COMPLETION
Govt Code 27383

TO: COUNTY RECORDER
COUNTY OF ALAMEDA
1106 MADISON STREET, 1ST FLOOR
OAKLAND, CALIFORNIA 94607

Exhibit A, Filed in
Book 317 of Maps
at Pages(s) 80-81

Series No. 2020165470

I, RACHEL JONES, the Executive Officer of the Local Agency Formation Commission named herein, hereby certify that the DISTRICT has completed annexation proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, specifically Section 56000 et seq. of the Government Code as follows:

The name of the District is: **Alameda County Mosquito Abatement District**

The name of the County or Counties in which the City/District is located in: **Alameda**

The kind of action completed is:

- Annexation
- Detachment
- Reorganization
- County Service Area
- Formation

A short title, if any, of the proceeding is: **City of Albany to Alameda County Mosquito Abatement District Annexation**

This annexation may also be known as: **Resolution No. 2019-10**

The legal description of the territory annexed or detached is set forth in the attached Exhibit I.

The terms and conditions of the annexation are set forth in the resolution ordering the annexation, Resolution 2019-10.

The annexation was:

- Ordered without an election and the Resolution ordering the annexation was adopted by the conducting agency.
- Confirmed by the voters and the Resolution confirming the annexation was adopted by the conducting agency.

A certified copy of said Resolution is attached.

RACHEL JONES, Executive Officer

07.10.2020
Date

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO. 2019-10

**APPROVAL OF ANNEXATION OF CITY OF ALBANY TO THE ALAMEDA COUNTY
MOSQUITO ABATEMENT DISTRICT**

WHEREAS, the Alameda Local Agency Formation Commission, hereinafter referred to as the "Commission," is responsible for regulating boundary changes affecting cities and special districts under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, a resolution application dated July 10, 2019 from the Alameda County Mosquito Abatement District was filed with the Executive Officer of the Alameda Local Agency Commission, pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code;

WHEREAS, said application shall be referred to as the City of Albany to Alameda County Mosquito Abatement District Annexation; and

WHEREAS, the purpose of requesting approval of an annexation is to provide mosquito control services to the entire City of Albany comprising of 394.4 acres; and

WHEREAS, Alameda County Mosquito Abatement District agreed to no exchange of property taxes pursuant to Revenue and Taxation Code Section 99; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer's report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission considered all factors required by law under Government Code Section 56668 and adopted local policies and procedures;

WHEREAS, a public meeting was held on November 14, 2019, Alameda LAFCO heard and received all oral and written protests, objections, and evidence which were made, presented or filed and all persons present were given an opportunity to appear and be heard with respect to any matter pertaining to said application.

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE
AND ORDER** as follows:

1. The Commission's determinations on the proposal incorporate the information and analysis provided in the Executive Officer's written report presented on November 14, 2019.
2. The Commission certifies it has reviewed and considered the information and conclusions contained in the Programmatic Environmental Impact Report prepared for the proposed annexation of the City of Albany and certified by the Alameda County Mosquito

Abatement District (Lead Agency), and finding it to be adequate for purposes of environmental review of the proposed annexation, in exercise of its independent judgement adopts as its own the findings the determinations outlined in the Programmatic Environmental Impact Report.

3. The agreement will permit the provision of mosquito abatement services to the City of Albany and provide efficient and effective services to residents throughout the County and the City of Albany with greater service capacities and consistent and logical jurisdictional boundaries.
4. Approval would be conditioned on a final map and geographic description conforming to the standards of the State Board of Equalization.
5. The subject territory is inhabited as it contains more than 12 registered voters and less than 100% property owners in the area have given written consent to the change of organization.
6. The Commission has authorized the Executive Officer to implement protest proceedings within 60 days in accordance with Sections 57000 of the Government Code.
7. Upon recording of a certificate of completion, the territory annexed to the Alameda County Mosquito Abatement District shall be subject to the levying or fixing and collection of any previously authorized taxes, benefit assessments, fees, or charges of the district.
8. As allowed under Government Code 56107, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defect, error, irregularity, or omission.

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on November 14, 2019 by the following vote:


AYES: Miley, Sblendorio, Johnson, Wieskamp, Marchand, and Thorne

NOES: Haggerty

ABSTAIN:

ABSENT:

APPROVED:



Scott Haggerty
Chair

ATTEST:



Rachel Jones
Executive Officer

I certify that the foregoing is a true and correct
copy of a document on file with the Local
Agency Formation Commission of Alameda County

Attest:

Rachel Jones, Executive Officer

By: *Rachel Jones*

EXHIBIT "I"

CITY OF ALBANY TO ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT ANNEXATION

All that area contained within the current exterior boundary of the City of Albany, County of Alameda, State of California, described as follows:

From the point of beginning at the southwest corner of said City of Albany as said corner is shown on the map entitled "MAP OF GRANT TO THE CITY OF ALBANY, etc.", filed July 24, 1963, in Book 43 of Annexations, Page 12A, Official Records of County of Alameda:

- Course 1. northwesterly along the general western line of said City of Albany boundary as said line is shown on said map, last said line being contiguous with the general eastern line of the City and County of San Francisco, 5,143 feet, more or less, to the northwestern corner of said City of Albany boundary; thence
- Course 2. northeasterly and easterly along the general northern line of said City of Albany boundary, last said line being contiguous with the general southern line of Contra Costa County, 31,800 feet, more or less, to the northeastern corner of said City of Albany boundary; thence
- Course 3. southerly, easterly, and southerly along the general eastern line of said City of Albany boundary, last said line being contiguous with the general northern line of the City of Berkeley, 8,900 feet, more or less, to the southeastern corner of said City of Albany boundary; thence
- Course 4. westerly and southwesterly along general southern line of said City of Albany boundary, last said line being contiguous with said general northern line of the City of Berkeley, 30,800 feet, more or less, to the point of beginning.

Containing 5.46 square miles, more or less.



END DESCRIPTION


Gordon L. Glenn
L.S. No. 5666

References to the existing boundary of the City of Albany are primary calls. Any bearings, directions and distances referred to herein should be considered as secondary.

The boundary line of the territory shown on the map of "City of Albany to Alameda County Mosquito Abatement District Annexation", approved by LAFCo Resolution No. 2019-10, on the 14th day of November, 2020.

EXHIBIT "1"

CITY OF ALBANY TO ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT ANNEXATION

The description conforms to the requirements of the Alameda County Local Agency Formation Commission.

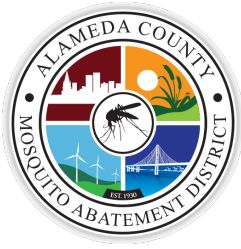
Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works



By:

D. Ian Wilson 5/8/2020

D. Ian Wilson, P.L.S.
Alameda County Survey
PLS 7010



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Board of Trustees

President

Wendi Poulson

Alameda

Vice-President

Robert Beatty

Berkeley

Secretary

Betsy Cooley

Emeryville

Cathy Roache

County at Large

Shawn Kumagai

Dublin

George Young

Fremont

Elisa Márquez

Hayward

James N. Doggett

Livermore

Jan O. Washburn

Oakland

Eric Hentschke

Newark

Andrew Mingst

Piedmont

Julie Testa

Pleasanton

Victor Aguilar

San Leandro

Subru Bhat

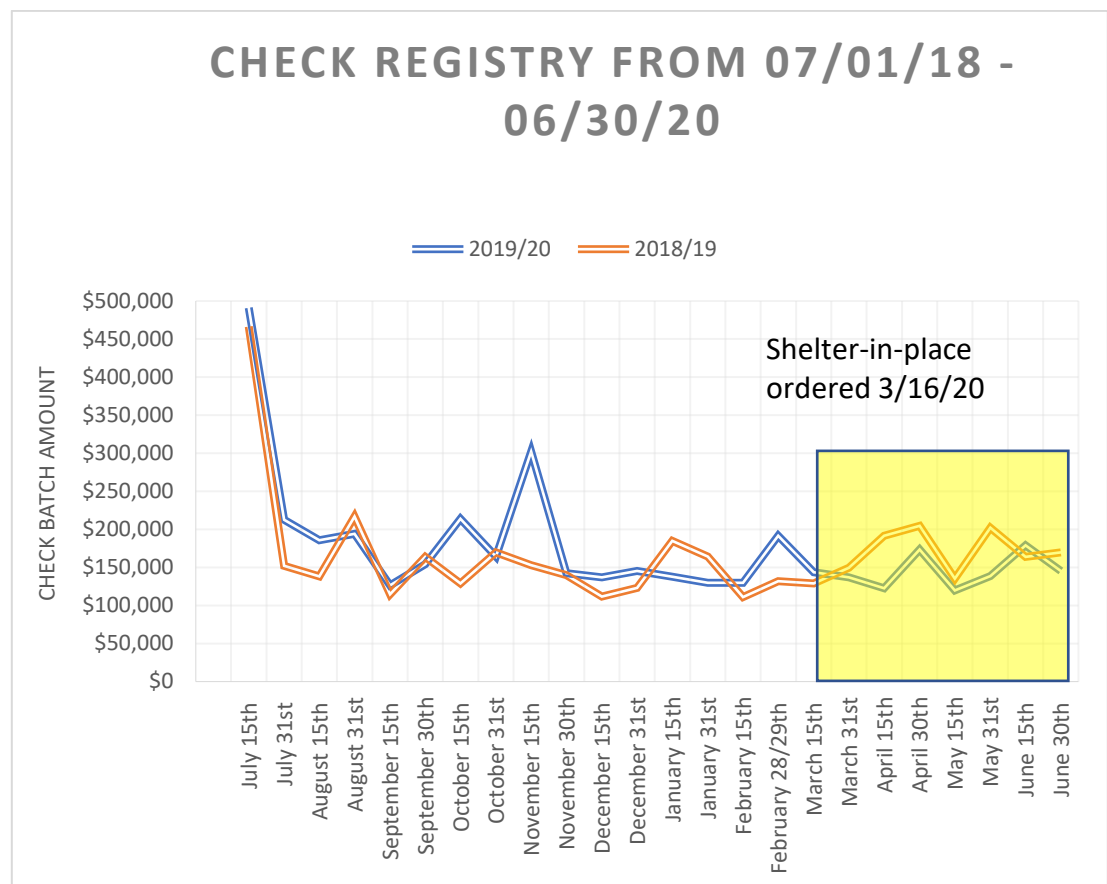
Union City

Ryan Clausnitzer

General Manager

Impact of COVID-19 on the District check registry and CalPERS health costs

I. Check Registry: 2018-2020



- The District spent **\$201,475 less** from mid-March 2020 than it did during the same period in 2019.

II. CalPERS Health Rates

District resolution 879-1 set a cap of 90% on dependent coverage using the most used health plan. Since a majority of employees use Kaiser, the District pays 100% for the employee, 90% for dependent care at that rate. If an employee chooses an insurance other than Kaiser, they must pay the difference.

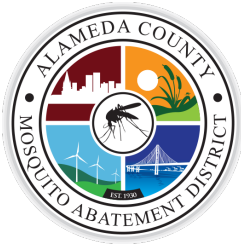
CalPERS announces the health rates for the upcoming calendar year at their June Board meeting, after the District passes their annual budget, requiring the District to estimate the costs for the upcoming year. The District estimated a 10% increase in the CalPERS Kaiser health rate in 2021, but only a 4% increase was passed. This variance equals to an estimated savings of around **\$1,300** dollars for the year.

2020 State Health Premiums Health Maintenance Organization Plans Only June PHBC Final Proposed Premiums

Basic (B)	2019			2020			Percent Change
	Single	2-Party	Family	Single	2-Party	Family	
Anthem HMO Select	\$742.89	\$1,485.78	\$1,931.51	\$787.79	\$1,575.58	\$2,048.25	6.04%
Anthem HMO Traditional	1,034.48	2,068.96	2,689.65	1,115.75	2,231.50	2,900.95	7.86%
Blue Shield Access+	799.03	1,598.06	2,077.48	910.16	1,820.32	2,366.42	13.91%
Blue Shield Trio				701.06	1,402.12	1,822.76	N/A
Health Net Salud y Más	376.89	753.78	979.91	403.55	807.10	1,049.23	7.07%
Health Net SmartCare	728.70	1,457.40	1,894.62	860.96	1,721.92	2,238.50	18.15%
Kaiser CA	708.39	1,416.78	1,841.81	730.05	1,460.10	1,898.13	3.06%
Kaiser Out of State	964.68	1,929.36	2,508.17	995.19	1,990.38	2,587.49	3.16%
Sharp	593.66	1,187.32	1,543.52	606.02	1,212.04	1,575.65	2.08%
UnitedHealthcare	695.77	1,391.54	1,809.00	726.95	1,453.90	1,890.07	4.48%
Western Health Advantage	706.79	1,413.58	1,837.65	731.96	1,463.92	1,903.10	3.56%
Total HMO Basic Change							5.98%

2021 Statewide Premiums (PSPM) Health Maintenance Organization (HMO) Plans Only July Board of Administration Final Proposed Premiums

Basic (B)	2020			2021			Percent Change
	Single	2-Party	Family	Single	2-Party	Family	
Anthem Select	\$787.79	\$1,575.58	\$2,048.25	\$800.55	\$1,601.10	\$2,081.43	1.62%
Anthem Traditional	1,115.75	2,231.50	2,900.95	1,220.32	2,440.64	3,172.83	9.37%
Blue Shield Access+	910.16	1,820.32	2,366.42	938.96	1,877.92	2,441.30	3.16%
Blue Shield Trio	701.06	1,402.12	1,822.76	722.56	1,445.12	1,878.66	3.07%
Health Net Salud y Más	403.55	807.10	1,049.23	425.02	850.04	1,105.05	5.32%
Health Net SmartCare	860.96	1,721.92	2,238.50	924.36	1,848.72	2,403.34	7.36%
Kaiser CA	730.05	1,460.10	1,898.13	761.62	1,523.24	1,980.21	4.32%
Kaiser Out of State	995.19	1,990.38	2,587.49	1,040.15	2,080.30	2,704.39	4.52%
Sharp	606.02	1,212.04	1,575.65	632.27	1,264.54	1,643.90	4.33%
UnitedHealthcare	726.95	1,453.90	1,890.07	755.61	1,511.22	1,964.59	3.94%
Western Health Advantage	731.96	1,463.92	1,903.10	757.02	1,514.04	1,968.25	3.42%
Total HMO Basic Weighted Average Change							4.44%



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Board of Trustees

President

Wendi Poulson

Alameda

Vice-President

Robert Beatty

Berkeley

Secretary

Betsy Cooley

Emeryville

Cathy Roache

County at Large

Shawn Kumagai

Dublin

George Young

Fremont

Elisa Márquez

Hayward

James N. Doggett

Livermore

Jan O. Washburn

Oakland

Eric Hentschke

Newark

Andrew Mingst

Piedmont

Julie Testa

Pleasanton

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

Exploration of Mid-Career Retention and Recruitment Tool

Beginning in late March of this year, the General Manager engaged the services of Best Best & Kreiger, LLP Attorneys at Law (BBK), to research a possible mid-career retention and recruitment benefit for the District.

The proposed plan would convert unused vacation leave (potentially taxable wages) that would otherwise be lost to our policy on accrual limits (twice the annual accrual rate), to a non-taxable benefit in the form of reimbursements from a retiree health reimbursement account.

Costs for the ongoing administrative fees would come out of the participants' accounts, not paid for by the District. There would be an initial set-up and implementation cost that the District would pay initially, to be reimbursed by the participants' accounts after implementation.

The reasoning behind this tool is to attract and retain mid-career professionals who may not be willing to leave their existing retiree health benefits (OPEB) and restart their vesting schedule with the District. To qualify for any District-provided retiree health, an employee must retire with the District, be 50 years of age or older, have 5 years of employment at the District, and at least 10 years of CalPERS service credit. The vesting schedule at 10 years is 50% of benefits, increasing to 100% at 20 years. Many potential mid-career employees may not stay at the District for the 20 years needed to be fully vested; this new benefit could be used to offset this retiree health vesting "gap".

The ACMAD Employee Association discussed the possible addition of this benefit at their latest meeting and, while they did not oppose the plan, wanted it to be clear that this is not an ask of them, rather, it is solely a management-driven incentive.

So far, the District has spent around \$5,000 researching this proposal and will plan to have a more detailed plan before the Board on a future agenda.

Alameda County Mosquito Abatement Dist.
Check Register
 For the Period From Jul 1, 2020 to Jul 15, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
2266	7/14/20	Adapco	2,458.58
2267	7/14/20	Airgas	499.12
2268	7/14/20	Alameda County LAFCO	580.00
2269	7/14/20	Alco Sheet Metal and Heating, Inc.	405.00
2270	7/14/20	AT&T	65.10
2271	7/14/20	Best Best & Krieger	3,500.00
2272	7/14/20	Cintas	330.46
2273	7/14/20	Coverall North America, Inc.	495.00
2274	7/14/20	Delta Dental	4,639.89
2275	7/14/20	Demsey, Filliger, & Associates, Inc.	3,000.00
2276	7/14/20	Doggett, James N	100.00
2277	7/14/20	Grainger	150.06
2278	7/14/20	Guaranteed Auto Service	1,483.83
2280	7/14/20	Hentschke, Eric Armin	100.00
2281	7/14/20	Industrial Park Landscape Maintenance	226.00
2282	7/14/20	National CineMedia, LLC	3,333.33
2283	7/14/20	NBC Supply Corp	421.44
2284	7/14/20	PFM Asset Management	1,680.15
2285	7/14/20	Port of Oakland	1.00
2286	7/14/20	Testa, Julie	100.00
2287	7/14/20	The Hartford	81.48
2288	7/14/20	VCJPA	140,942.13
2289	7/14/20	Voya Institutional Trust Company	178.51
2290	7/14/20	U.S Bank Corporate Payment System	13,574.55
2291	7/14/20	Young, George	100.00
ACH	7/14/20	Payroll	72,941.82
ACH	7/14/20	Beatty, Robert .P	100.00
ACH	7/14/20	Bhat, Subrahmanya Y	100.00
ACH	7/14/20	CalPERS Retirement	13,908.68
ACH	7/14/20	CalPERS Retirement	1,595.00
ACH	7/14/20	CalPERS Retirement	15,941.13
ACH	7/14/20	CalPERS Retirement	215,969.00
ACH	7/14/20	CalPERS 457	2,683.62
ACH	7/14/20	Cooley, Elizabeth	100.00
ACH	7/14/20	Kumagai, Shawn	100.00
ACH	7/14/20	Marquez, Elisa	100.00
ACH	7/14/20	Mingst, Andrew	100.00
ACH	7/14/20	Poulson, Wendi Lynn	100.00
ACH	7/14/20	Roache, Cathy J Pinkerton.	100.00
ACH	7/14/20	Aguilar, Victor	100.00

Voided check: 2279

Total Expenditures - July 15, 2020 502,384.88

Alameda County Mosquito Abatement Dist.
Check Register
 For the Period From Jul 16, 2020 to Jul 31, 2020

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
2292	7/28/20	Adapco	727.65
2293	7/28/20	Airgas	350.90
2294	7/28/20	CarQuest	165.16
2295	7/28/20	Cintas	330.42
2296	7/28/20	Clarke	5,931.88
2297	7/28/20	Coverall North America, Inc.	742.50
2298	7/28/20	Delta Dental	4,639.89
2299	7/28/20	Grainger	112.96
2300	7/28/20	Hayward Water System	537.04
2301	7/28/20	MVCAC	10,500.00
2302	7/28/20	NBC Supply Corp	219.50
2303	7/28/20	PG&E	23.82
2304	7/28/20	Verizon	1,267.53
2305	7/28/20	Voya Institutional Trust Company	178.51
2306	7/28/20	VSP	695.41
2307	7/28/20	Waste Management of Alameda County	280.83
2308	7/28/20	WEX Bank	3,408.38
ACH	7/28/20	Payroll	78,405.19
ACH	7/28/20	CalPERS Health	34,143.31
ACH	7/28/20	CalPERS Retirement	14,637.17
ACH	7/28/20	CalPERS 457	2,698.86
Total Expenditures - July 31, 2020			159,996.91

Alameda County Mosquito Abatement District
Income Statement
July 31, 2020. (1 of 12 mth, 8%)

REVENUES	Actual 2018/19	Actual 2019/20 ¹	Current Month	Year to Date 2020/21	Budget 2020/21	Actual vs Budget
Total Revenue	\$ 4,922,549.00	\$ 4,986,220.87	\$ -	\$ -	\$ 4,346,513.00	0%

EXPENDITURES	Actual 2018/19	Actual 2019/20 ¹	Current Month ²	Year to Date 2020/21	Budget 2020/21	Actual vs Budget
Salaries	\$ 1,894,209.00	\$ 1,970,928.74	\$ 166,523.27	\$ 166,523.27	\$2,116,177	8%
CalPERS Retirement	\$ 310,838.00	\$ 378,832.61	\$ 234,423.38	\$ 234,423.38	\$423,350	55%
Medicare	\$ 25,149.00	\$ 29,651.04	\$ 2,249.71	\$ 2,249.71	\$31,278	7%
Fringe Benefits	\$ 452,960.00	\$ 465,466.14	\$ 44,199.98	\$ 44,199.98	\$527,031	8%
Total Salaries, Retirement, & Benefits	\$ 2,683,156.00	\$ 2,844,878.53	\$447,396	\$447,396	\$3,097,836	14%
Clothing and personal supplies (purchased)	\$ 8,899.00	\$ 6,213.94	\$ -	\$ -	\$10,000	0%
Laundry service and supplies (rented)	\$ 12,603.00	\$ 10,648.44	\$ 660.88	\$ 660.88	\$15,000	4%
Utilities	\$ 30,161.00	\$ 25,962.21	\$ 841.69	\$ 841.69	\$12,000	7%
Communications-IT	\$ 108,868.00	\$ 80,735.47	\$ 1,267.53	\$ 1,267.53	\$111,400	1%
Maintenance: structures & improvements	\$ 13,673.00	\$ 16,678.86	\$ -	\$ -	\$25,000	0%
Maintenance of equipment	\$ 43,629.00	\$ 20,599.88	\$ 1,648.99	\$ 1,648.99	\$35,000	5%
Transportation, travel, training, & board	\$ 98,433.00	\$ 95,813.55	\$ 4,708.38	\$ 4,708.38	\$122,400	4%
Professional services	\$ 115,324.00	\$ 111,224.89	\$ -	\$ -	\$176,200	0%
Memberships, dues, & subscriptions	\$ 20,774.00	\$ 26,316.50	\$ 11,080.00	\$ 11,080.00	\$23,337	47%
Insurance - (VCJPA, UAS)	\$ 124,688.00	\$ 134,833.60	\$ 140,724.21	\$ 140,724.21	\$137,524	102%
Community education	\$ 34,861.00	\$ 23,283.51	\$ 8.54	\$ 8.54	\$38,575	0%
Operations	\$ 206,731.00	\$ 179,304.00	\$ 9,760.05	\$ 9,760.05	\$241,000	4%
Household expenses	\$ 18,655.00	\$ 14,817.21	\$ 607.96	\$ 607.96	\$16,750	4%
Office expenses	\$ 11,795.67	\$ 13,760.57	\$ -	\$ -	\$12,000	0%
Laboratory supplies	\$ 95,640.00	\$ 100,794.23	\$ 674.57	\$ 674.57	\$139,000	0%
Small tools and instruments	\$ 2,211.00	\$ 2,055.54	\$ -	\$ -	\$3,000	0%
Total Staff Budget	\$ 946,945.67	\$ 863,042.40	\$ 171,982.80	\$ 171,982.80	\$1,118,186	15%
Total Operating Expenditures	\$ 3,630,101.67	\$ 3,707,920.93	\$ 619,379.14	\$ 619,379.14	\$4,216,022	15%

1 - As of June 30, 2020. Unaudited.

2 - Total Operating Expenditures in current month do not match the check register due to accounts receivable, petty cash transactions, and expenses that were paid for in July but accounted for in Fiscal Year ending June 30, 2020.

Alameda County Mosquito Abatement District
Investment, Reserves, and Cash Balance Report
July 31, 2020. (1 of 12 mth, 8%)

Account #	Investment Accounts	Beginning Balance	Deposits	Withdrawals	Interest Activity	Ending Balance
1004	LAIF	\$ 2,765,188.85	\$ -	\$ (647,000.00)	\$ 5,982.00	\$ 2,124,170.85
1005	OPEB Fund	\$ 4,404,379.14	\$ -	\$ -	\$ 267,364.83	\$ 4,671,743.97
1006	VCJPA Member Contingency	\$ 369,337.00	\$ -	\$ -	-	\$ 369,337.00
1008	CAMP: Repair and Replace ¹	\$ 976,511.62	\$ 69,402.05	\$ -	\$ 312.96	\$ 1,046,226.63
1009	CAMP: Public Health Emergency	\$ 525,408.23	\$ -	\$ -	\$ 165.23	\$ 525,573.46
1010	CAMP: Operating Reserve	\$ 1,941,328.27	\$ -	\$ -	\$ 610.53	\$ 1,941,938.80
1011	CAMP: Capital Reserve Fund ¹	\$ 128,402.05	\$ -	\$ (69,402.05)	\$ 34.52	\$ 59,034.52
1012	PARS: Pension Stabilization ²	\$ 1,604,301.39	\$ -	\$ -	\$ 27,676.81	\$ 1,631,978.20
Total		\$ 12,714,856.55	\$ 69,402.05	\$ (716,402.05)	\$ 302,146.88	\$ 12,370,003.43
		Beginning Balance			Activity	Ending Balance
Cash Accounts				Withdrawals		
1001	Bank of America (Payroll Account) *	\$ 111,438.14			-	\$ 106,111.62
1002	Bank of The West (Transfer Account) * ²	\$ 223,634.26			-	\$ 227,297.76
1003	County Account ²	\$ 323,005.19	\$ -	\$ -	-	\$ 323,005.19
1013	Petty Cash	\$ 499.69	\$ -	\$ -	(8.54)	\$ 491.15
Total		\$ 658,577.28	\$ -	\$ -	(8.54)	\$ 656,905.72

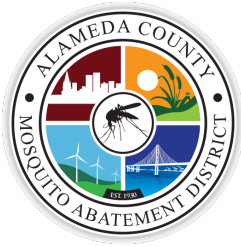
1 - \$69,402.05 transferred to CAMP: Repair and Replace from CAMP: Capital Reserve Fund.

2- PARS - Pension Stabilization balance is as of June 30, 2020.

* - Ending balance differs from beginning balance due to checks clearing the account.

Alameda County Mosquito Abatement
Balance Sheet Comparison
July

ASSETS	7/31/2020	7/31/2019	Explanation
Current Assets			
Cash	\$ 1,612,853.82	-	PARS is no longer being reported stand-alone on the balance sheet, would only be reported on the balance sheet if it was a liability to the district.
Bank of America payroll	106,914.43	114,752.43	Current book balance, different from the ending balance shown on bank statement, due to outstanding deposits (will not match IRC page).
Bank of the West	284,414.30	843,087.05	" "
County	331,599.61	224,838.64	Current balance in County account.
Cash with LAIF	2,124,170.85	1,828,524.18	Current balance in LAIF (working capital) account.
VCJPA- Member Contingency	369,337.00	353,497.00	Reserve ammount with VCJPA (updated quarterly)
VCJPA - Property Contingency	-	52,796.00	No longer used, combined with member contingency
CAMP - Repair and Replace	1,046,226.63	337,512.00	Reserve committed to repair or replace capital assets.
CAMP - Public Health Emergency	525,573.46	517,830.65	Reserve committed for public health emergencies.
CAMP - Operating Reserve	1,941,938.80	1,913,329.93	Reserve committed as an emergency rainy-day fund (= to 60% of current year expenses)
CAMP - Capital Reserve Fund	59,034.52	231,803.15	Reserve for current year capital assets or non-capital facility maintenance
PARS ¹	-	1,068,621.96	PARS is no longer being reported stand-alone on the balance sheet, would only be reported on the balance sheet if it was a liability to the district.
Petty cash	491.15	503.50	To reimburse employees - under \$50
Accounts Receivable	972.80	0.00	Money owed to the District
Total Current Assets	8,403,527.37	7,487,096.49	
Property and Equipment			
Acc Dep - equipment	(1,282,441.98)	(1,318,915.70)	Accumulated depreciation expense from date of purchase through current useful life, which reduces assets book values
Acc Dep - stru & improv	(2,349,631.01)	(2,349,631.01)	" "
Acc Dep - conts in progress	5,523.00	-	" "
Construction in progress	590,279.99	409,074.98	Accumulated cost of a project yet to be completed.
Equipment	1,699,506.64	1,619,670.10	Original cost of depreciable equipment item.
Structure/improvement	4,638,621.62	4,529,022.67	Original cost of depreciable structure/ improvement item.
Land	61,406.00	61,406.00	Original purchase price of owned land; will not change.
Total Property and Equipment	3,363,264.26	2,950,627.04	
Other Assets			
Net OPEB Asset	716,666.00	716,666.00	Amount reported on actuary report. Pre-paid amount (overfunded), still considered an asset to the district. The amount has not changed because we have not withdrawn or added to account in the current year.
Total Other Assets	716,666.00	716,666.00	
Total Assets	\$ 12,483,457.63	\$ 11,154,389.53	
LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts payable	\$ 98,680.29	\$ 135,112.21	Invoices due but yet to be paid.
AP Credit Card	-	15,310.00	Current credit card purchases, no longer shows up on balance sheet due to credit card clearing out when credit card statement is paid.
Acc payroll/vacation	200,290.26	187,668.43	District's debt from employees' unused vacation time.
Def inflow - 75	41,760.00	41,760.00	Other post employment benefit cost. Projected but yet to be incurred. Actuary is suggesting what is going to happen but hasn't happened yet.
Def inflow pen defer GASB 68	809,861.00	809,861.00	Pension benefit cost projected but yet to be incurred. Actuary is suggesting what is going to happen but hasn't happened yet.
Defer outflow pen cont GASB 68	(818,392.00)	(818,392.00)	Payments into pension incurred but yet to be posted against the outstanding liability at a given point of time.
Net pension liability GASB 68	2,642,666.00	2,642,666.00	Unfunded pension accrued liability as estimated by an actuary as of a given point of time.
Total Current Liabilities	2,974,865.55	\$ 3,013,985.64	
Long-Term Liabilities			
Total Long-Term Liabilities	-	-	
Total Liabilities	2,974,865.55	3,013,985.64	
Capital			
Designated fund balances	4,100,295.19	4,100,295.19	Board approved reserves for designated purposes.
Investment in general fixed as	6,014,954.66	4,637,374.11	Value of fixed assets left any accumulated depreciation and or debt.
Net Income	(606,657.77)	(597,265.41)	Net Income = Gross Income - Expenses
Total Capital	9,508,592.08	8,140,403.89	Sum of designated fund balances, investment in general fixed assets and net income.
Total Liabilities & Capital	\$ 12,483,457.63	\$ 11,154,389.53	



Board of Trustees

President

Wendi Poulson

Alameda

Vice-President

Robert Beatty

Berkeley

Secretary

Betsy Cooley

Emeryville

Cathy Roache

County at Large

Shawn Kumagai

Dublin

George Young

Fremont

Elisa Márquez

Hayward

James N. Doggett

Livermore

Jan O. Washburn

Oakland

Eric Hentschke

Newark

Andrew Mingst

Piedmont

Julie Testa

Pleasanton

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

1. OPERATIONS REPORT

High tide events prompted the use of the A-1 Super Duty mist blower on three separate occasions to conduct treatments for larval *Aedes dorsalis* on three-hundred and twenty acres. These high-tides deposit water into depressions triggering previously laid *Ae. dorsalis* eggs to hatch. When the temperatures are warmer, the larvae tend to progress through their instars rapidly and can emerge as adults in days (as opposed to weeks or months as is the case with most of the other mosquito species in our county). The A-1 has proven to be a very useful tool for these treatments. Many of these tidal sources are in sensitive habitats--many of which are owned or administered by the U.S. Fish and Wildlife service. As such, operations are limited in choices of both equipment and materials to control mosquitoes. In the past, all treatments were performed by hand and in rare instances, by helicopter. The A-1 has significantly increased our ability to treat a lot of acreage in a short period of time, something that would take staff close to a week to do by hand. Due to wind direction and levee access, some areas must still be hand-treated, but this work in conjunction with A-1 treatments has vastly improved our ability to control *Aedes dorsalis* in these habitats.

We have had more high-tide events producing *Ae. dorsalis* in 2020 than we have seen in many years. Based on ACMAD trap data, service request data, and field observations, we are achieving better control of this species than we have been able to in the past. Several other districts have been in contact with ACMAD to discuss our use of the A-1 for applications in salt marshes. Operations staff also continued training on the A-1 to get all operations staff proficient with the loading and operation of the machine to be fully prepared to utilize it effectively upon any arrival of invasive *Aedes* mosquitoes.

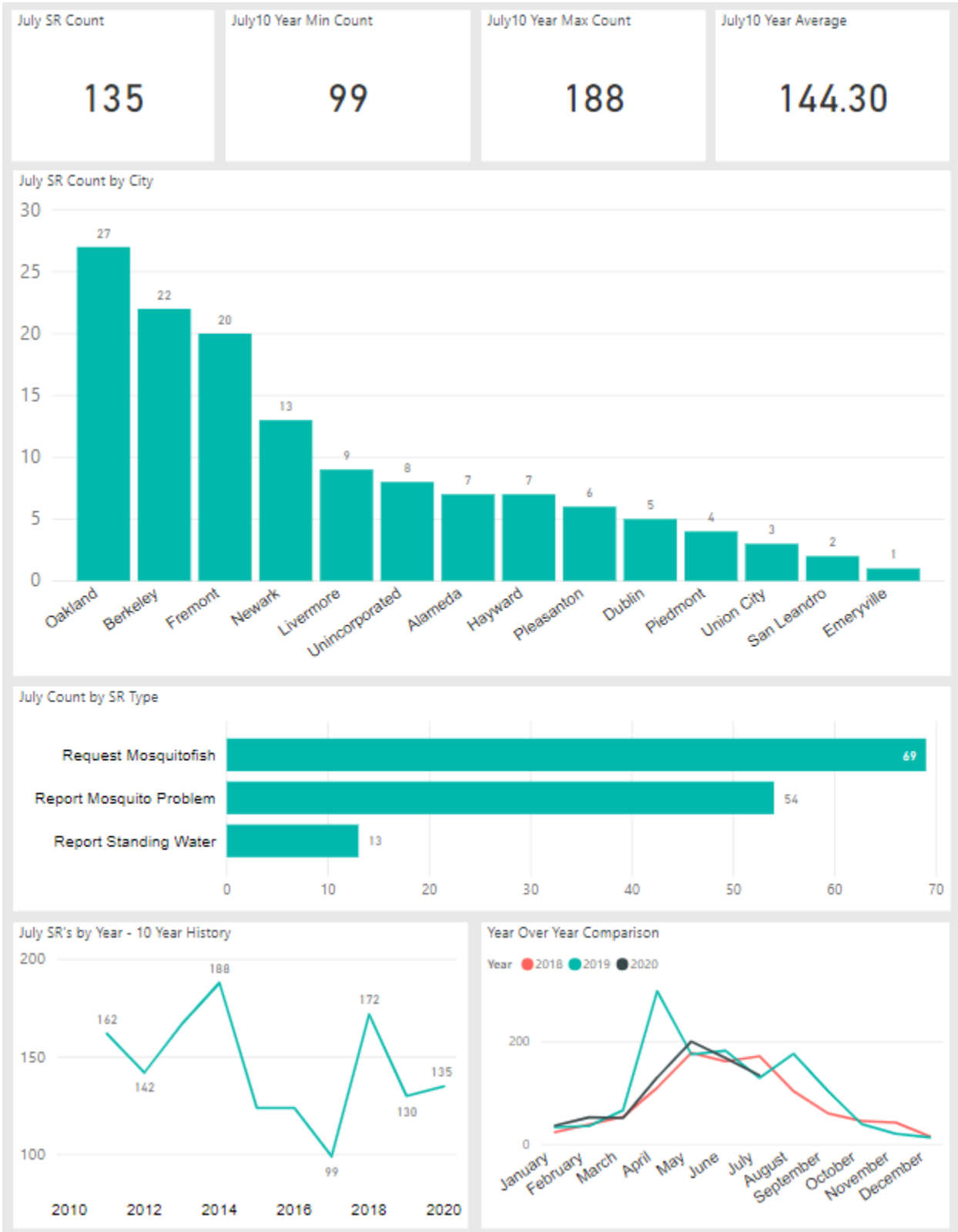
July also ushered in the first field treatment with our UAS (drone). This represented a new milestone in ACMAD history. The treatment was conducted at Ecology Marsh in Union City for *Ae. dorsalis* by FAA and DPR certified pilot/applicator, Vector Biologist, Tom McMahon. Also in attendance was Alameda County's Agricultural and Standards Investigator, Ashenafi Tadesse, ACMAD's General Manager and Field Operations Supervisor. Just over eleven acres were treated with the UAS using Bti granular. Tom put his skills to a real-world test and the treatment went well. The UAS performed its mission as directed and this operation set a great foundation for future use of this equipment and the associated technology. Operations have two more FAA certified UAS pilots preparing for their DPR tests and two others preparing for their FAA exams. The UAS will most certainly become an important tool for ACMAD operations in the months and years to come.

Service requests received by the district in July were just below the ten-year average for the month with over half of the requests for mosquitofish. Operations staff continued to inspect and treat for *Culex spp.* mosquitoes as part of ACMAD's West Nile virus prevention program. Also, ACMAD's annual aerial unmaintained swimming pool inspection program was over 95% completed by the close of the month. More details of the pool program will be summarized in next month's board report.

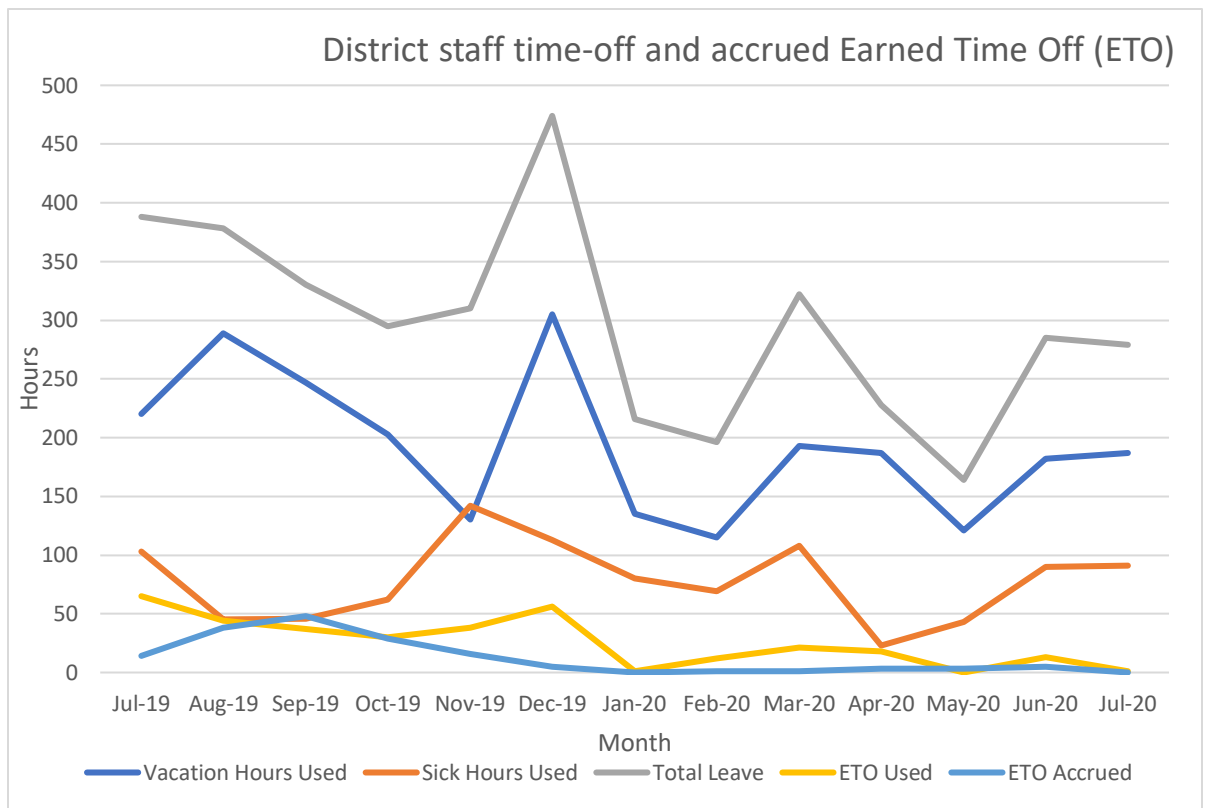
Field Operations Supervisor
Joseph Huston

District Data

1. Service Requests

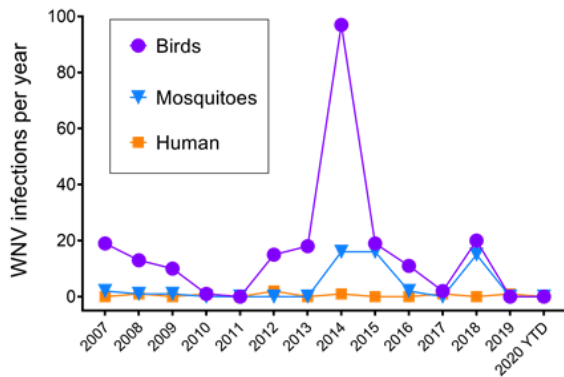


2. Activity Report

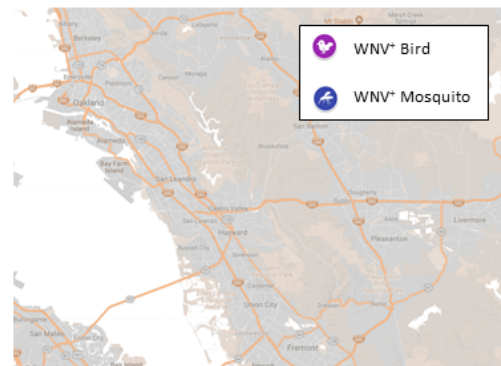


3. WNV Activity

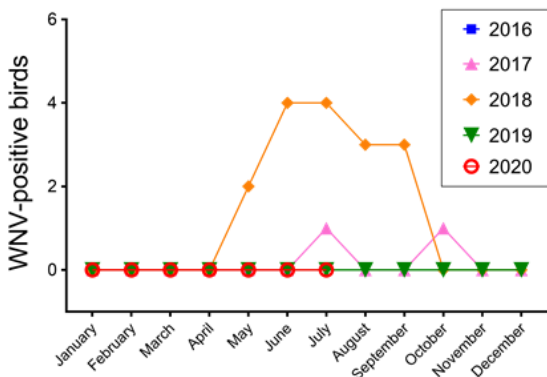
WNV infections detected in Alameda County 2005 – 2020 YTD



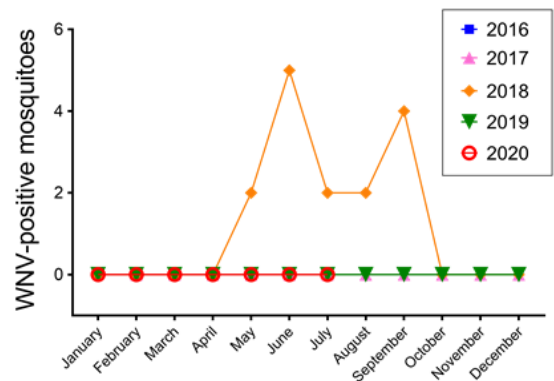
Locations of WNV-infected mosquitoes and birds collected in Alameda County during 2020



WNV-infected birds collected in Alameda County



WNV-infected mosquitoes collected in Alameda County



2. LAB

Summary

- West Nile virus (WNV) was not detected in birds or mosquitoes during July 2020.
- Invasive *Aedes* mosquitoes have not been detected in Alameda County during 2020.
- Mosquito abundance during July 2020 as measured using CO₂-baited encephalitis virus survey (EVS) traps was similar to the same period of 2019, but lower than July 2018.
- Mosquito abundance measured using New Jersey Light Traps (NJLT) was lower than the prior two years.
- A total of 5165 mosquitoes were captured in traps and identified to species during July 2020.

Arbovirus Monitoring

- WNV was not detected in birds or mosquitoes during the month of July 2020.
- None of the mosquitoes or birds that were collected during 2020 contained Saint Louis encephalitis virus or Western equine encephalitis virus.

Native Mosquito Abundance

- Over the course of 316 trap nights, a total of 5002 mosquitoes were captured in EVS traps (Figure 1). There were on average 15.8 mosquitoes per trap night during July 2020; for the prior month, there were 22.5 mosquitoes captured per trap night (a 35% decrease). *Culex tarsalis*, which is a WNV vector, was the most common species collected in the EVS CO₂ traps during July 2020, representing 55% of the mosquitoes that were collected (Figure 2 and Figure 3A). Mosquito abundance at Coyote Hills Regional Park continued to decline during July. However, species diversity at Coyote Hills Regional Park remained high, suggesting that the ecosystem at the site is healthy (Figure 3B). During 13 trap nights in Albany, EVS CO₂ traps collected a total of 9 mosquitoes (0.2% of the total for the month). Approximately 10% of the EVS CO₂ traps that were placed during July did not capture any mosquitoes (Figure 3C).
- Mosquito abundance, as measured using NJLT, also remained very low for July 2020 (0.7 mosquitoes / trap night, respectively; total of 143 mosquitoes over 210 trap nights; Figure 4). *Culiseta incidens*, which is not a WNV vector, remained the most abundant species collected in NJLT during July 2020 (Figure 5). The greatest number of mosquitoes were collected in the southern Fremont NJLT during June 2020 (n = 236; Figure 6).

FIGURES

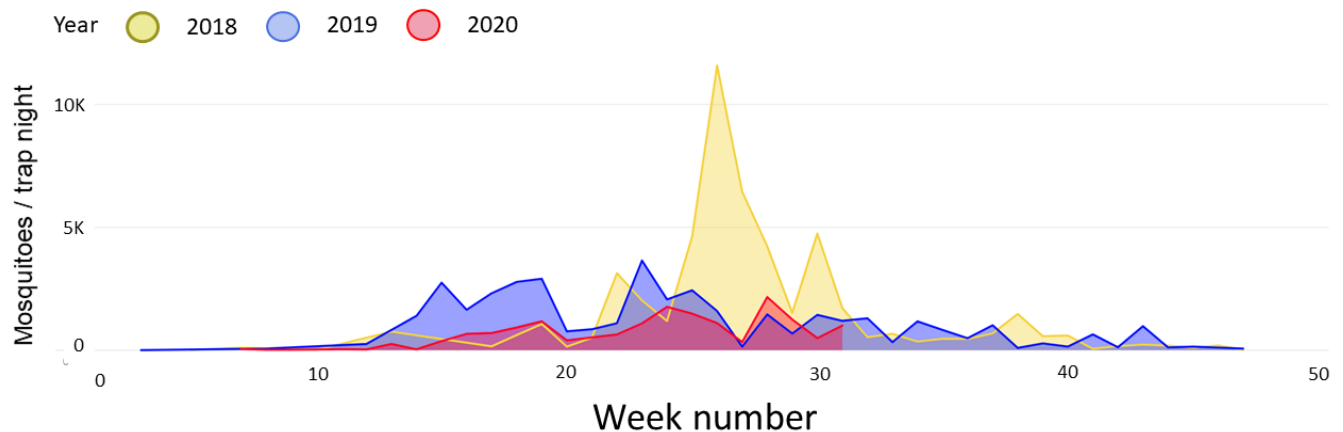


Figure 1. Mosquitoes captured in EVS CO₂ traps from 2018 – 2020. A total of 5002 mosquitoes were captured in EVS CO₂ traps during July 2020 and identified to species.

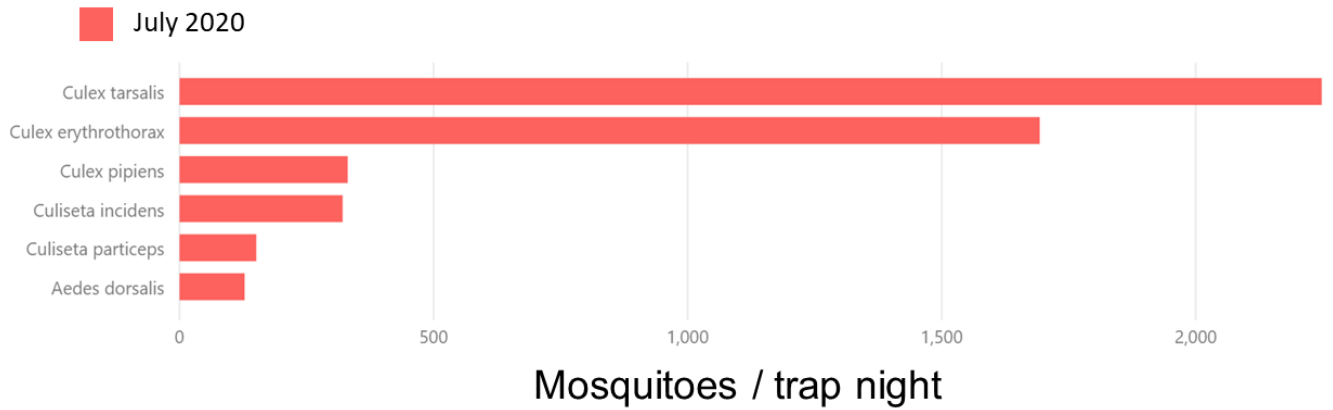


Figure 2. The eight-most abundant species of mosquito captured during July 2020 using EVS CO₂ traps.

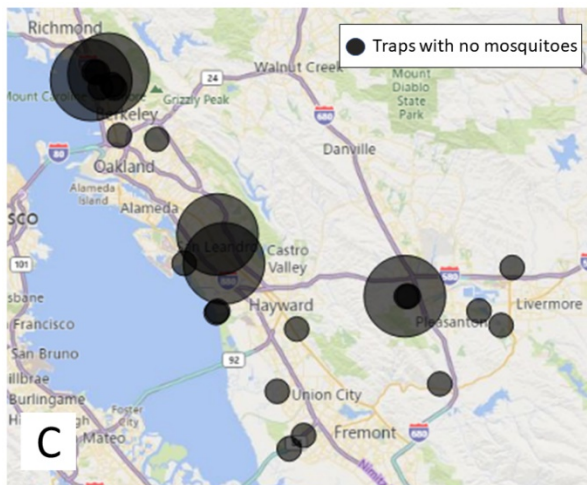
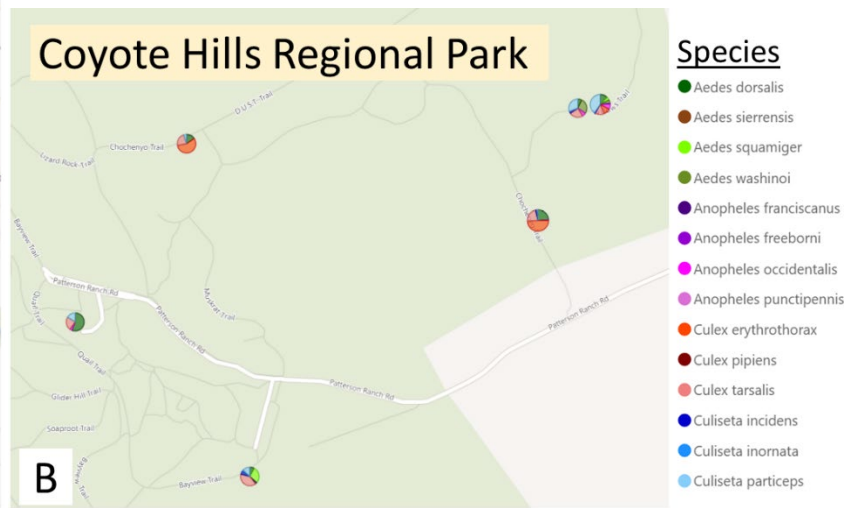
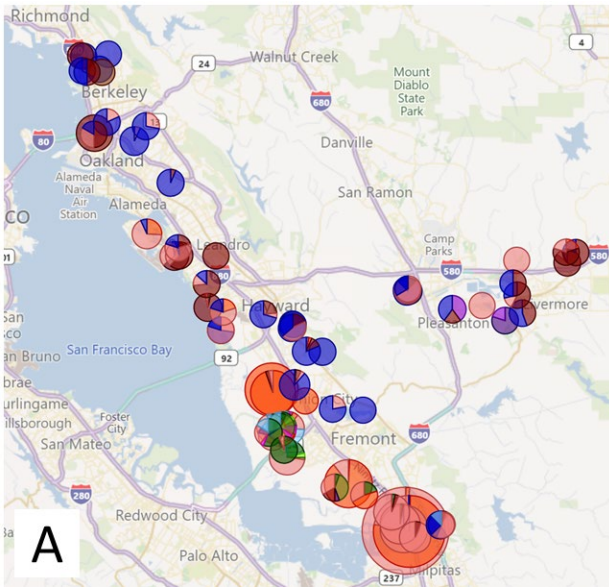


Figure 3. Mosquito abundance by trap site evaluated using EVS CO₂ traps. Pie charts over trap sites indicate the distribution of mosquito species collected at the trap site. The size of the pie charts indicates the relative number of mosquitoes at each site during July 2020. (A) Entirety of Alameda County. (B) Coyote Hills Regional Park in Fremont, CA. (C) Location of EVS traps that did not contain mosquitoes. The size of each grey circle indicates the relative number of traps that lacked mosquitoes at a site.

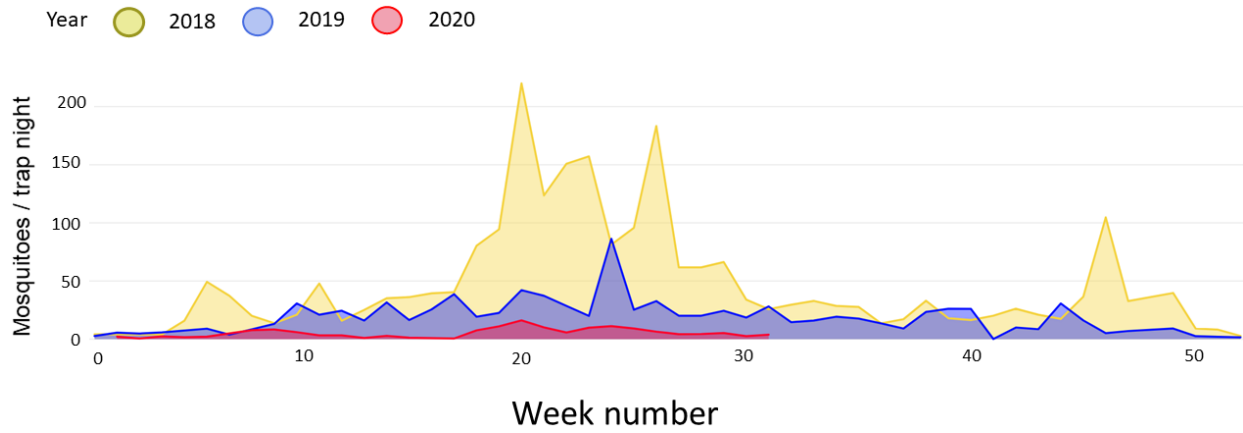


Figure 4. Mosquitoes captured in NJLT from 2018-2020. A total of 143 mosquitoes were captured in NJLT during July 2020 and identified to species.

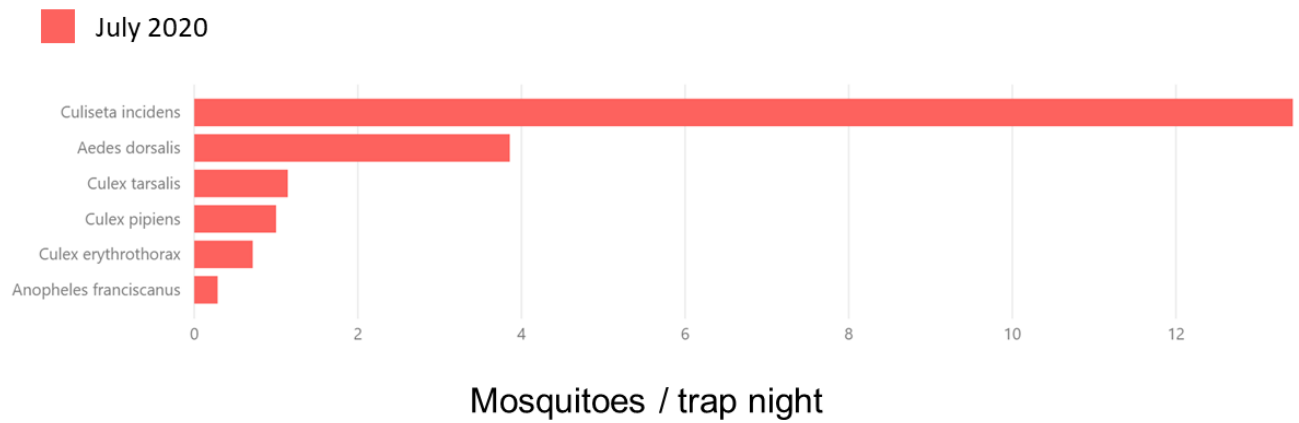


Figure 5. The eight-most abundant species of mosquito captured during July 2020 in NJLT.

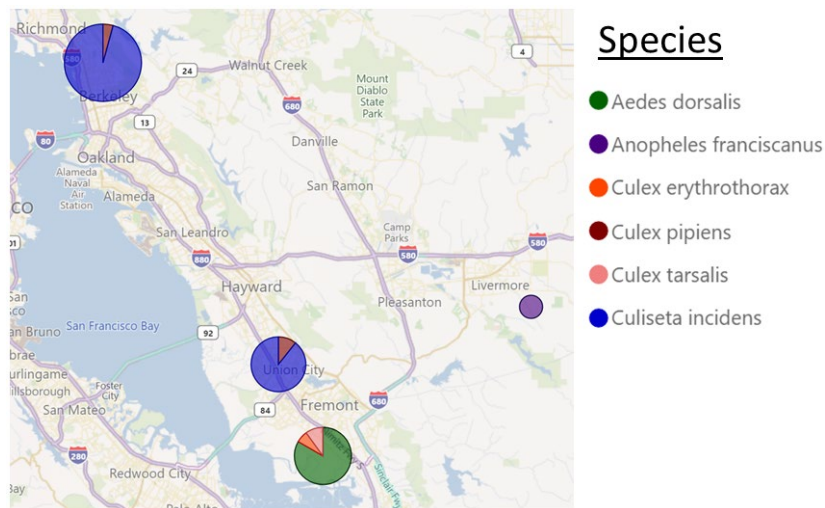


Figure 6. Geographic distribution of mosquito abundance in Alameda County evaluated using NJLT. Pie charts over trap sites indicate the distribution of mosquito species collected at the trap site.

3. PUBLIC EDUCATION

A. Events

i. Upcoming

- No events currently planned

B. Streaming TV Advertisements

- Video ads covering all of Alameda County
- Ran May 1st through July 16th
- Running a 30 second ad

Client	Product	Start Date	End Date	Delivered Impressions	Video Completes	Video Completion Rate
ACMAD	OTT/CTV	5/1/2020	7/16/2020	300,007	291,049	97.00%

Figure 1. Final statistics

C. Google Analytics

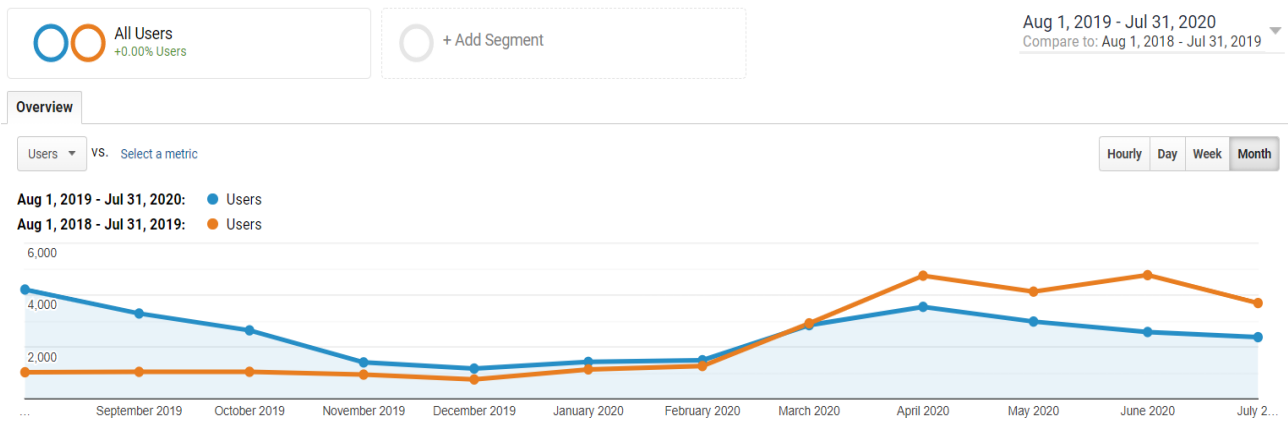


Figure 2. Comparison of website users over the past two years

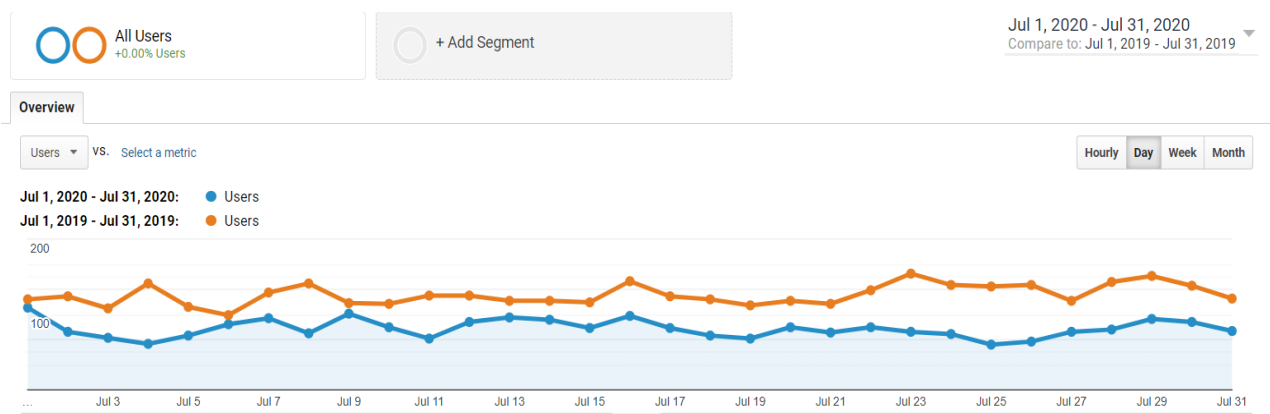
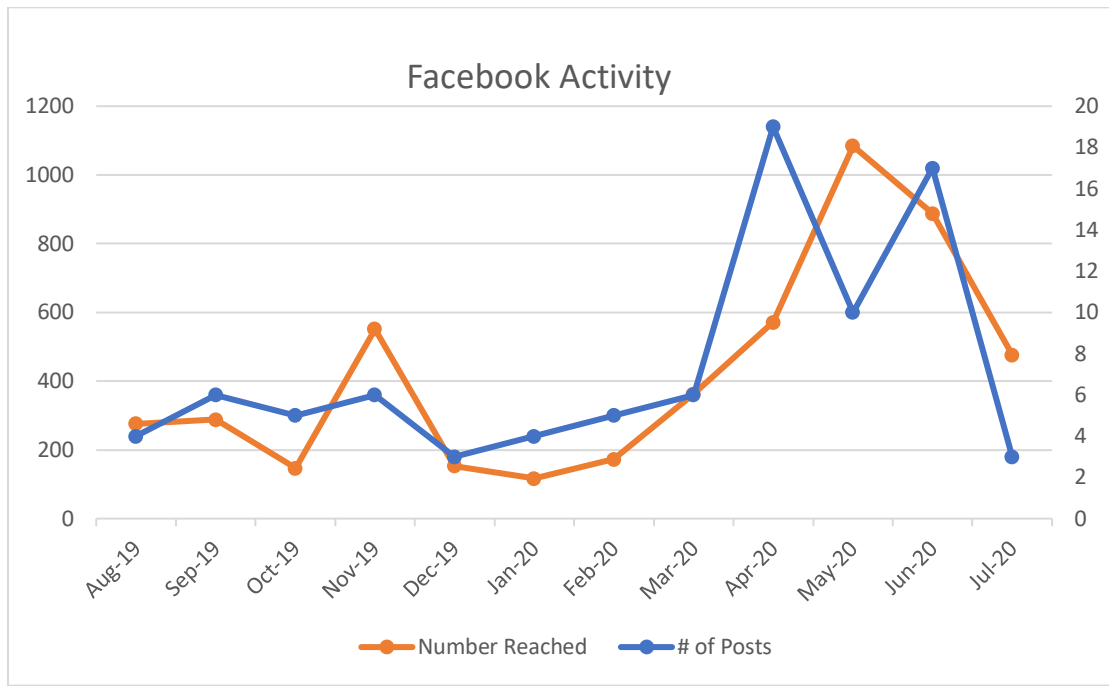


Figure 3. Comparison of website users over the past two years for July.

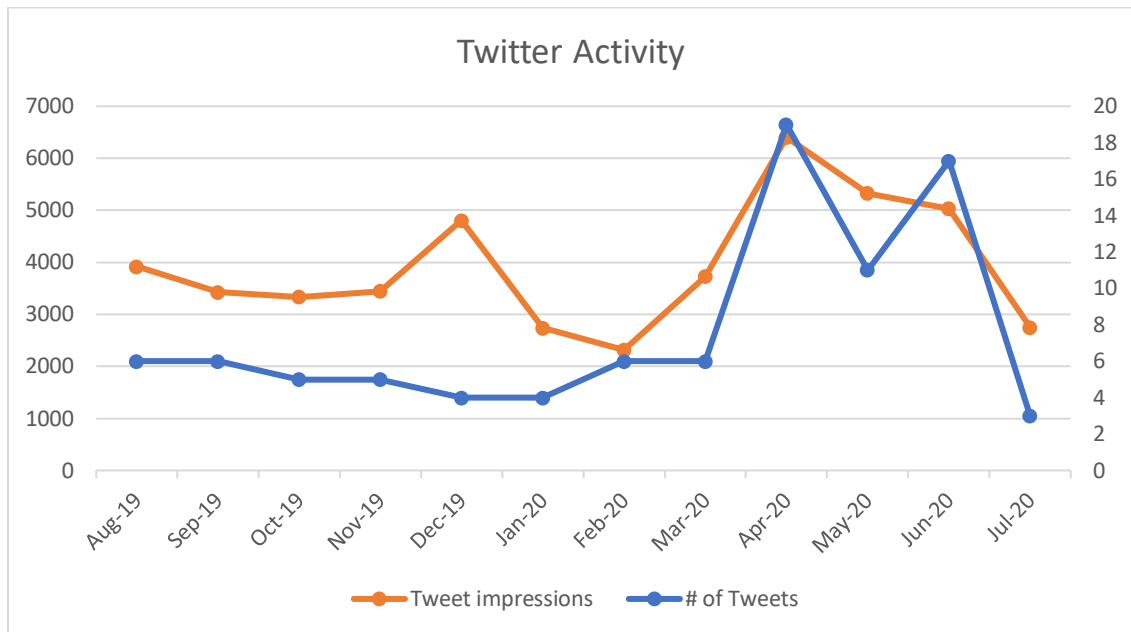
D. Facebook



Total Number of Followers: 230 (Down 1 from 230 in June)

July's Most Popular Post: Mosquito control in your yard doesn't have to be hard! It can be as simple as dumping containers containing water or making sure they are tightly covered to prevent breeding. (photo of common mosquito breeding grounds)

E. Twitter

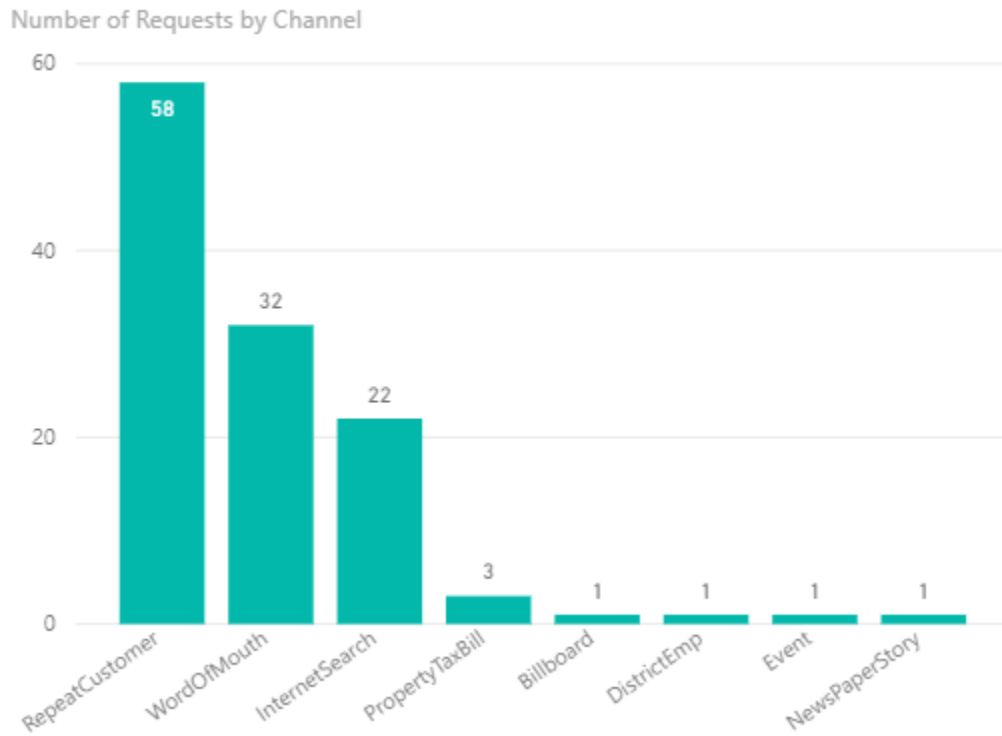


Number of Profile Visits in July: 28 (up from 17 in June)

Total Number of Followers (New This Month): 720 (Up from 718 in June)

Top July Tweet: Mosquito control in your yard doesn't have to be hard! It can be as simple as dumping containers containing water or making sure they are tightly covered to prevent breeding.
pic.twitter.com/z1wkUAyXV3

F. Service Request Referral Summary



G. Channels Used by Residents to Request Service

Channels Used for Service Request in July





FACT SHEET:

S. 4308 – Special Districts Provide Essential Services Act (Sinema [AZ], Cornyn [TX])

Summary: S. 4308 would provide special districts access to the Coronavirus Relief Fund, enhance Federal Reserve programs to allow special districts access to capital, and establish a definition for “special district” in federal law for program eligibility.

Main provisions:

- Would require states to distribute 5 percent of future Coronavirus Relief Fund allocations to special districts within their respective state within 60 days of receiving funds from the U.S. Treasury.
- Special districts applying for funding would submit information to their state demonstrating the degree to which they have experienced or anticipate they will experience COVID-19-related revenue loss, grant/inter-governmental revenue loss, or increased COVID-19-related expenditures.
- Limits allocations such that a special district may not receive funding that exceeds the amount the district expended in any quarter of 2019. Special districts providing services the federal Cybersecurity and Infrastructure Security Agency deems to be within a [“critical infrastructure sector”](#) would be exempt from limitations.
- Provides flexibility for states with excess funds reserved for special districts that make a good faith effort to distribute funds to districts within the state. States file a waiver with U.S. Treasury after 60 days demonstrating how the state distributed its special districts funding. If approved, the state may use the balance of the funds for other COVID-19 response purposes.
- “Special district” would be defined as a *“political subdivision of a State, formed pursuant to general law or special act of the State, for the purpose of performing one or more governmental or proprietary functions.”*
- Would direct the U.S. Department of Treasury to consider special districts as eligible issuers to take advantage of the Municipal Liquidity Facility, as established in the [CARES Act](#), for access to capital during the current financial downturn.

Frequently Asked Questions:

Why is this bill necessary?

S. 4308 is necessary to meet the needs of special districts across the nation delivering essential services to their communities. Many special districts provide critical infrastructure, as defined by the U.S. Department of Homeland Security, that cities and counties do not provide to the communities they serve. Despite this, special districts are not considered eligible for direct Coronavirus Relief Fund disbursements. Many states have not released their portions of Coronavirus Relief Funds, in part intended for municipalities serving fewer than 500,000 people, to special districts. **Without changes to the current law, special districts will continue facing obstacles to funding.**

This bill remedies the problem with a definition of special districts and direction for states to provide 5 percent of their respective proportion of the Fund to special districts.

Would S. 4308 authorize any new programs? Or Would S. 4308 provide new emergency appropriations?

No. S. 4308 only ensures special districts have access to COVID-19 relief funds for state and local governments made under Section 601 of the Social Security Act (the Coronavirus Relief Fund). The bill would require a small portion of future Section 601 appropriations to be directed to special districts. This makes the amount directed to special districts contingent upon what Congress appropriate under Section 601 in the future.

Would the bill cover COVID-19-related revenue loss?

S. 4308 would allow special districts access and use assistance made available under Section 601 of the Social Security Act (the Coronavirus Relief Act). The CARES Act currently allows funds to be used only for previously-unbudgeted, COVID-19-related expenditures. Congress may amend Section 601 to allow funds to be used for COVID-19 revenue loss in a separate effort.

Why is the mandate to direct future allocations 5 percent?

The National Special Districts Coalition and Congressman Garamendi settled on a 5 percent share based on property tax revenue data for special districts relative to cities and counties. Special districts receive at least 10 percent of each state's property tax revenue when comparing to city and county governments. Based figures listed within the U.S. Census Bureau's 2017 Census of Governments, expenditures tend to track with revenue figures. Special districts fully understand general purpose governments - counties and cities – have more services (full health departments, office of emergency services, etc.) that are utilized while also experiencing large declines in sales tax revenues. Being mindful of the situation, special districts ask for 5 percent of future allocations, which in some states is rather modest.

Does the bill outline how states must distribute the funds?

No. The bill gives states discretion to direct funding to special districts based on districts' needs with each respective state. However, the states would be required to distribute the funds within 60 days of receiving their portion from the U.S. Department of the Treasury.

How many special districts are there in the U.S.?

There are approximately 30,000 special districts serving millions of Americans across the country. This is hard to ascertain, as there is no federal definition of "special district" in current law. "Special districts" definitions vary across states. To remedy this, S. 4308 establishes a "special district" definition.

Does S. 4308 prioritize particular types of districts over the others?

No, the bill does not specify which districts are eligible for the funds. Special purpose governments meeting the definition established in the bill would all be eligible. States would make determination on how the funds are distributed in their respective states.

The bill defines "special district" as *a political subdivision, formed pursuant to general law or special act of a State, for the purpose of performing one or more governmental or proprietary functions.*

Talking Points:

- Special districts are local governments providing critical infrastructure, first response and community enrichment services to millions across California and the country.
- We are local governments, not businesses or non-profits, and though we provide services like water, sewer, fire protection, parks, and others, we are separate and distinct from cities and counties.
- Despite this, many special districts have not yet received access to Coronavirus Relief Act funding for local governments through their states.
- S. 4308, the Special Districts Provide Essential Services Act, would allow a portion of resources provided in future Coronavirus Relief Fund appropriations to be directed to special districts.
- **S. 4308 does not ask for a new appropriation.** Rather, it authorizes a mechanism for special district access appropriations Congress makes in the future under Section 601 of the Social Security Act (CARES Act / Coronavirus Relief Fund).
- The bill would give states flexibility on how to disburse funds to special districts within their respective states.
- This bill also allows special districts to use the Federal Reserve's Municipal Liquidity Facility program as a tool to access capital during an economic downturn / period of revenue loss.
- S. 4308 does not divert monies appropriated for cities and counties.
- Without access to federal resources, special districts will continue falling into economic distress, deferring maintenance, delaying capital projects, reducing staff and cutting services to their communities.

Discussion Guide for Impacts on Your Special District

- Share with your representative where your special district is located (region), what services your district provides and how many people live in the community
- Quantify previously unbudgeted expenses due to COVID-19 and share what those expenses have been (PPE, technology upgrades for telecommuting, etc.)
- To what extent has your district experienced revenue loss? What do you project it to be?
- Have you had to cancel or significantly change routine operations or programs?
- *If a utility provider:* have you experienced revenue loss due diminished commercial and industrial service? Have you noticed unpaid residential customer bills? (state whether you have issued moratoriums on shutoffs)
- How many employees do you have, and how many now must either work from home and/or have been let go/furloughed?
- Have staff members had to take emergency sick or family leave time?
- Have you had to repurpose your district's facilities to accommodate community needs?