

I hereby certify that the following Agenda was posted at least 24 hours prior to the time of the Board Meeting so noticed below at the usual agenda posting location of the South Orange County Wastewater Authority (SOCWA) and at www.socwa.com.



Danita Hirsh, Assistant Secretary
SOCWA and the Board of Directors thereof

*Special Meeting of The
South Orange County Wastewater Authority
Board of Directors*

June 23, 2025
12:30 p.m.

PHYSICAL MEETING LOCATION:
South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

THE BOARD OF DIRECTORS MEETING ROOM IS WHEELCHAIR ACCESSIBLE. IF YOU REQUIRE ANY SPECIAL DISABILITY RELATED ACCOMMODATIONS, PLEASE CONTACT THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY SECRETARY'S OFFICE AT (949) 234-5452 AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING TO REQUEST SUCH ACCOMMODATIONS. THIS AGENDA CAN BE OBTAINED IN ALTERNATE FORMAT UPON REQUEST TO THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY'S SECRETARY AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING. MEMBERS OF THE PUBLIC HAVE THE OPTION TO PARTICIPATE IN AND MAY JOIN THE MEETING REMOTELY VIA VIDEO CONFERENCE FOR VISUAL INFORMATION ONLY (USE ZOOM LINK BELOW) AND BY TELECONFERENCE FOR AUDIO PARTICIPATION (USE PHONE NUMBERS BELOW). THIS IS A PHONE-CALL MEETING AND NOT A WEB-CAST MEETING, SO PLEASE REFER TO AGENDA MATERIALS AS POSTED ON THE WEBSITE AT WWW.SOCWA.COM. ON YOUR REQUEST, EVERY EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION. FOR PARTIES PARTICIPATING REMOTELY, PUBLIC COMMENTS WILL BE TAKEN DURING THE MEETING FOR ORAL COMMUNICATION IN ADDITION TO PUBLIC COMMENTS RECEIVED BY PARTIES PARTICIPATING IN PERSON. COMMENTS MAY BE SUBMITTED PRIOR TO THE MEETING VIA EMAIL TO ASSISTANT SECRETARY DANITA HIRSH AT DHIRSH@SOCWA.COM WITH THE SUBJECT LINE "REQUEST TO PROVIDE PUBLIC COMMENT." IN THE EMAIL, PLEASE INCLUDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER YOU WILL BE CALLING FROM SO THAT THE COORDINATOR CAN UN-MUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. THOSE MAKING PUBLIC COMMENT REQUESTS REMOTELY VIA TELEPHONE IN REAL-TIME WILL BE ASKED TO PROVIDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER THAT YOU ARE CALLING FROM SO THE COORDINATOR CAN UNMUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. ONCE THE MEETING HAS COMMENCED, THE CHAIR WILL INVITE YOU TO SPEAK AND ASK THE COORDINATOR TO UNMUTE YOUR LINE AT THE APPROPRIATE TIME.

AGENDA ATTACHMENTS AND OTHER WRITINGS THAT ARE DISCLOSABLE PUBLIC RECORDS DISTRIBUTED TO ALL, OR A MAJORITY OF, THE MEMBERS OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY BOARD OF DIRECTORS IN CONNECTION WITH A MATTER SUBJECT FOR DISCUSSION OR CONSIDERATION AT AN OPEN MEETING OF THE BOARD OF DIRECTORS ARE AVAILABLE FOR PUBLIC INSPECTION IN THE AUTHORITY ADMINISTRATIVE OFFICE LOCATED AT 34156 DEL OBISPO STREET, DANA POINT, CA ("AUTHORITY OFFICE") OR BY PHONE REQUEST MADE TO THE AUTHORITY OFFICE AT 949-234-5452. IF SUCH WRITINGS ARE DISTRIBUTED TO MEMBERS OF THE BOARD OF DIRECTORS LESS THAN TWENTY-FOUR (24) HOURS PRIOR TO THE MEETING, THEY WILL BE AVAILABLE IN THE RECEPTION AREA OF THE AUTHORITY OFFICE AT THE SAME TIME AS THEY ARE DISTRIBUTED TO THE BOARD OF DIRECTORS AND SENT TO ANY REMOTE PARTICIPANTS REQUESTING EMAIL DELIVERY OR POSTED ON SOCWA'S WEBSITE. IF SUCH WRITINGS ARE DISTRIBUTED IMMEDIATELY PRIOR TO, OR DURING, THE MEETING, THEY WILL BE AVAILABLE IN THE MEETING ROOM OR IMMEDIATELY UPON VERBAL REQUEST TO BE DELIVERED VIA EMAIL TO REQUESTING PARTIES PARTICIPATING REMOTELY.

THE PUBLIC MAY PARTICIPATE REMOTELY BY VIRTUAL MEANS. FOR AUDIO OF MEETING USE THE CALL IN PHONE NUMBERS BELOW AND FOR VIDEO USE THE ZOOM LINK BELOW.

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South Orange County Wastewater Authority
Board of Directors Meeting
June 23, 2025

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATIONS

Members of the public may address the Board regarding an item on the agenda or may reserve this opportunity during the meeting at the time the item is discussed by the Board. There will be a three-minute limit for public comments.

4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

ACTION Board Discussion/Direction and Action.

5. CLOSED SESSION

A. Closed Session Conference with Legal Counsel – Existing Litigation pursuant to (Government Code 54956.9(d)(1)): Case: *SOCWA v. Olsson Construction, Inc.*
OCSC Case No. 30-2025-01465359-CU-BC-CJC

B. Report out of Closed Session

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6. CONSENT CALENDAR

A. Minutes of Board of Directors..... 1

- Board of Directors Regular Meeting of June 5, 2025

ACTION The Board will be requested to approve the subject Minutes.

B. Minutes of Engineering Committee 10

- Engineering Committee Meeting of May 8, 2025

ACTION The Board will be requested to receive and file the subject Minutes.

C. Minutes of Finance Committee 13

- Finance Committee Meeting of May 20, 2025

ACTION The Board will be requested to receive and file the subject Minutes.

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D. Financial Reports for the Month of April 2025 16

The reports included are as follows:

- a. Budget vs. Actual Expenses:
 - Operations and Environmental Summary (Exhibit A-1)
 - Operations and Environmental by PC (A-1.2)
 - Residual Engineering, after transfer to Capital (Exhibit A-2)
 - Administration (Exhibit A-3)
 - Information Technology (IT) (Exhibit A-4)

ACTION The Finance Committee recommends that the Board of Directors receive and file the April 2025 Financial Reports.

7. ENGINEERING MATTERS

A. J.B. Latham Treatment Plant Effluent Pump Station and Energy Building Upgrades Construction Contract [Project Committee 2].....29

- ACTION The Engineering Committee recommends that the PC 2 Board of Directors:
- 1. Approve an increase of \$985,000 to the Effluent Pump Station Improvements (32226L) project budget, resulting in a revised total project budget of \$1,877,000 for this portion of the project.
 - 2. Authorize execution of a contract with Pacific Hydrotech in the amount of \$3,093,900 for the JBL Effluent Pump Station and Energy Building Upgrades.
 - 3. Approve a 5% project contingency, in the amount of \$154,695 to cover potential unknown issues during construction, for a total project budget of \$3,248,595.

B. JBL and CTP Master Plan Level of Services Facilitation [Project Committees 2 and 15].....57

ACTION The Engineering Committee recommends that the PC 2 and PC 15 Board of Directors approve the contract with Dopudja & Wells Consulting in the amount of \$48,240 for Engineering Services for the JBL and CTP master plan level of services facilitation.

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8. GENERAL MANAGER'S REPORT

- A. Resolution No. 2025-09, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges to the July 1, to June 30, 2028, Memorandum of Understanding ("MOU") between the South Orange County Wastewater Authority and the SOCWA Employee Association64

ACTION Staff recommends that the Board of Directors approve Resolution 2025-09, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges to the July 1, 2025, to June 30, 2028, Memorandum of Understanding ("MOU") between the South Orange County Wastewater Authority and the SOCWA Employee Association.

- B. Resolution No. 2025-10, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual for All SOCWA Employees119

ACTION Staff recommends that the Board of Directors approve Resolution 2025-10, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual for All SOCWA Employees.

- C. Approval of the Project Committee ("PC") 23 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) and PC 23 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee ("PC") 23 Operations and Maintenance Budget and PC 23 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.....

ACTION Staff recommends that the PC 23 Board of Directors approve the FY 2025-26 budget as submitted.

- D. Employee Reimbursement to Moulton Niguel Water District257

ACTION The Finance Committee recommends that the Board of Directors authorize the General Manager to execute the payment of \$274,371.93 to Moulton Niguel Water District for SOCWA terminated employees' leave balances.

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E. Upcoming Meetings Schedule:

- June 23, 2025 – Board of Directors Special Meeting
- July 10, 2025 – Board of Directors Regular Meeting (Canceled)
- July 10, 2025 – PC 2/PC 15 Joint Committee Meeting
- July 15, 2025 – Finance Committee Meeting (Canceled)
- July 17, 2025 – Engineering Committee Meeting (Canceled)
- August 7, 2025 – Board of Directors Regular Meeting

ACTION Information Item.

9. OTHER MATTERS

Determine the need to take action on the following item(s) introduced by the General Manager, which arose after the posted agenda. [Adoption of this action requires a two-thirds vote of the Board, or if less than two-thirds are present, a unanimous vote.]

10. ADJOURNMENT

THE NEXT SOCWA BOARD MEETING
August 7, 2025

**MINUTES OF REGULAR MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
Board of Directors**

June 5, 2025

DRAFT

The Regular Meeting of the South Orange County Wastewater Authority (SOCWA) Board of Directors was held in person and via teleconference on June 5, 2025, at 8:30 a.m. at their Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Board of Directors were present:

KATHRYN FRESHLEY	El Toro Water District	Director
MIKE DUNBAR	Emerald Bay Service District	Director
GAVIN CURRAN	City of Laguna Beach	Alternate Director
SCOTT GOLDMAN	South Coast Water District	Director
ROBB GRANTHAM	Santa Margarita Water District	Alternate Director
DAVE REBENDSOLF	City of San Clemente	Director

Staff Present:

AMBER BOONE	General Manager
JIM BURROR	Deputy GM/Chief Engineer
RONI GRANT	Capital Improvement Program Manager
DINA ASH	HR Administrator
BOB CULVER	Environment Services Manager
ANNA SUTHERLAND	Accountant
JACK BECK	Staff Accountant
MATT CLARKE	Chief Technology Officer
DANITA HIRSH	Executive Assistant/Clerk of the Board

Also Present:

ADRIANA OCHOA	Snell & Wilmer
BRAD NEUFELD	Varner & Brandt LLP
CHAD WANKE	Orbis Public Affairs
MIKE GASKINS	El Toro Water District
ERICA CASTILLO	South Coast Water District
ROGER BUTOW	Clean Water Now (CWN)
LINDSAY LEAHY	Santa Margarita Water District
RICK SHINTAKU	South Coast Water District
DENNIS CAFFERTY	El Toro Water District
MATT COLLINGS	Moulton Niguel Water District

1. CALL TO ORDER

Director Scott Goldman called the meeting to order at 8:33 a.m.

2. PLEDGE OF ALLEGIANCE – Director Mike Dunbar

3. ORAL COMMUNICATIONS

None.

4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

None.

5. CLOSED SESSION

The Board of Directors convened to Closed Session at 8:34 a.m. and reconvened to Open Session at 8:51 a.m.

- A. A Closed Session Conference occurred with the Labor Negotiator Pursuant to Government Code § 54957.6.
- B. A Closed Session Conference occurred with Legal Counsel regarding anticipated litigation/Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Government Code § 54956.9: One Potential Case.

Mr. Brad Neufeld, Labor Counsel, Varner & Brandt, LLP, reported the following out of the Closed Session:

ACTION TAKEN

A motion was made by Director Freshley and seconded by Director Goldman to unanimously approve a three (3) year Memorandum of Understanding with the SOCWA Employee Association providing for a 3% cost of living increase in the first year, effective July 1, 2025. The subsequent cost of living increases to be consistent with the CIP for the Long Beach, Los Angeles, Anaheim area with a 1% floor and a maximum of 4% in year 2 and a 1% floor and 5% maximum in year 3.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0

Director Dunbar	Aye
Director Freshley	Aye
Director Curran	Aye
Director Grantham	Aye
Director Goldman	Aye
Director Rebensdorf	Aye

6. CONSENT CALENDAR

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Goldman to approve the Consent Calendar as submitted.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0

Director Dunbar	Aye
Director Freshley	Aye
Director Curran	Aye
Director Grantham	Aye
Director Goldman	Aye
Director Rebensdorf	Aye

(6A-6G)

- A. 1. Minutes of Board of Directors Meeting for April 3, 2025
2. Minutes of Board of Directors Meeting for May 1, 2025
- B. 1. Minutes of PC 2 Meeting for April 1, 2025
2. Minutes of PC 2 Meeting for May 12, 2025
- C. Minutes of Engineering Committee Meeting for April 8, 2025
- D. 1. Minutes of Finance Committee Meeting for April 15, 2025
2. Minutes of Finance Committee Meeting for April 29, 2025
- E. Finance Reports for the Month of March 2025
Approved Action: The Board received and filed the March 2025 Financial Reports.
- F. April 2025 Operations Reports
Approved Action: Information Item; received and filed.
- G. Capital Improvement Construction Projects Progress and Change Order Report (May) [Project Committees 2 and 15]
Approved Action: Information Item; received and filed.

7. ENGINEERING MATTERS

- A. J.B. Latham Treatment Plant (JBL) Effluent Pump Station and Energy Building Upgrades Engineering Services During Construction Contract [Project Committee 2]

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Goldman to approve Change Order 1 to Carollo Engineers for \$119,316. This will result in a revised total contract amount of \$294,832 for the JBL Effluent Pump Station and Energy Building improvements Engineering Services during Construction.

Motion carried: Aye 2, Nay 0, Abstained 0, Absent 0
Director Curran Aye
Director Goldman Aye

- B. J.B. Latham Treatment Plant (JBL) 2 Headworks Rehabilitation Engineering Services During Construction Contract [Project Committee 2]

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Goldman to approve Change Order 1 to Dudek for \$47,858. This will result in a revised total contract amount of \$255,958 for Engineering Services during Construction for the JBL Plant 2 Headworks Rehabilitation project.

Motion carried: Aye 2, Nay 0, Abstained 0, Absent 0
Director Curran Aye
Director Goldman Aye

8. GENERAL MANAGER'S REPORT

A. Selection of Officers for the Board of Directors for Fiscal Year (FY) 2025-26

ACTION TAKEN

A motion was made by Director Goldman and seconded by Director Dunbar to appoint Director Frank Ury as Board Chair, Director Scott Goldman and Director Kathryn Freshley as Board Co-Chairs, Ms. Amber Boone as Board Secretary/Treasurer, and Ms. Danita Hirsh as Board Assistant Secretary to service the Authority during FY 2025-26.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

B. Waste Disposal Agreement (WDA) Second Amendment

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Dunbar to authorize the General Manager to execute the Second Amendment of the Waste Disposal Agreement (WDA).

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

C. Chlor Alkali Products 5.25%-12.5% Sodium Hypochlorite (Bleach) and 30%-50% Sodium Hydroxide (Caustic Soda) Contract Award [Project Committees 2 and 15]

ACTION TAKEN

A motion was made by Director Rebensdorf and seconded by Director Dunbar to authorize the General Manager to 1) Award a contract to JCI Jones Chemicals Inc. for sodium hypochlorite products for one (1) year with up to three (3) optional annual renewals, 2) Award a contract to NorthStar Chemical, Inc. (a DBA of Pacific Star Chemical, LLC.) for sodium hydroxide products for one (1) year with up to three (3) optional annual renewals; and 3) Initiate subsequent renewals with an increase of 10% or less.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

D. Approval of FY 2025-26 Final Budget

The FY 2025-26 Budget includes General Fund Expenses, Operating Expenses, and Capital Expenditures as proposed.

1. Project Committee Operating Budgets

a. FY 2025-26 Administration Budget

ACTION TAKEN

A motion was made by Director Goldman and seconded by Director Dunbar to approve the FY 2025-26 Administration Budget (inclusive of project committee administration expenses, residual engineering, and IT). Approval of the FY 2025-26 Administration Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

b. Project Committee (“PC”) 2 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Goldman to approve the Project Committee (“PC”) 2 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) as proposed and PC 2 Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Project Committee (“PC”) 2 Operations and Maintenance Budget and PC 2 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 2, Nay 0, Abstained 0, Absent 0
Director Grantham Aye
Director Goldman Aye

c. Laboratory Services provided to Moulton Niguel Water District (MNWD)

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Rebensdorf to approve the Laboratory Services provided to Moulton Niguel Water District (MNWD) Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) and Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Laboratory Services provided to MNWD Operations and Maintenance Budget and Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

d. Project Committee (“PC”) 15 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Curran to approve the Project Committee (“PC”) 15 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) and PC 15 Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Project Committee (“PC”) 15 Operations and Maintenance Budget and PC 15 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 3, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Curran Aye
Director Goldman Aye

e. Project Committee (“PC”) 5 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Rebensdorf to approve the Project Committee (“PC”) 5 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) and PC 5 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 5 Operations and Maintenance Budget and PC 5 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 3, Nay 0, Abstained 0, Absent 0
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

f. Project Committee (“PC”) 24 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Dunbar and seconded by Director Curran to approve the Project Committee (“PC”) 24 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL, and OPEB) and PC 24 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 24 Operations and Maintenance Budget and PC 24 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 3, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye

g. Project Committee (“PC”) 21 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Freshley to approve the Project Committee (“PC”) 21 (ETM) Operations and Maintenance Budget, UAL and OPEB, and PC 21 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 21 (ETM) Operations and Maintenance Budget and PC 21 Capital Expenditures Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 1, Nay 0, Abstained 0, Absent 0
Director Freshley Aye

h. Project Committee (“PC”) 8 Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Freshley to approve the Project Committee (“PC”) 8 (Pretreatment) Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, UAL and OPEB). Approval of the Project Committee (“PC”) 8 (Pretreatment) Operations and Maintenance Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 6, Nay 0, Abstained 0, Absent 0
Director Dunbar Aye
Director Freshley Aye
Director Curran Aye
Director Grantham Aye
Director Goldman Aye
Director Rebensdorf Aye

- i. Project Committee (“PC”) 2SO (PC12) Operations and Maintenance Budget

ACTION TAKEN

A motion was made by Director Grantham and seconded by Director Goldman to approve the Project Committee (“PC”) 2SO (PC12) Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB). Approval of the Project Committee (“PC”) 2SO (PC12) Operations and Maintenance Budget authorizes the General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action. Authorization includes the redistribution of the costs of PC 2SO (PC 12) among the member agencies to exclude El Toro Water District); the Board approves the allocation of expenses with approval of the Budget.

Motion carried: Aye 2, Nay 0, Abstained 0, Absent 0
Director Grantham Aye
Director Goldman Aye

- j. There was a consensus of the Board directing staff to prepare and electronically distribute a final budget consistent with any additional changes presented and approved at the June 5, 2025, meeting.

E. General Counsel's Update

Ms. Adriana Ochoa, General Counsel, reported on her attendance at the CASA Attorney’s Committee meeting and new legislation items that were discussed. She provided updates on the several active legislative items. An open discussion ensued.

This was an information item; no action was taken.

F. General Manager's Report

Ms. Amber Boone, General Manager, reported that Executive Order 14179, which is the AI call to action plan by the President, requested information at the federal level to provide input and that it was important that the public sector is represented. An open discussion ensued.

This was an information item; no actions were taken.

G. Upcoming Meetings Schedule:

- June 5, 2025 – Board of Directors Regular Meeting
- June 12, 2025 – Engineering Committee Meeting
- June 17, 2025 – Finance Committee Meeting
- July 10, 2025 – Board of Directors Regular Meeting

This was an information item; no actions were taken.

9. OTHER MATTERS

None.

10. ADJOURNMENT

There being no further business, Director Goldman adjourned the meeting at 10:01 a.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Regular Meeting of the South Orange County Wastewater Authority Board of Directors on June 5, 2025, and approved by the Board of Directors of the South Orange County Wastewater Authority.

Danita Hirsh, Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**MINUTES OF REGULAR MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
Engineering Committee**

May 8, 2025

The Regular Meeting of the South Orange County Wastewater Authority (SOCWA) Engineering Committee was held on May 8, 2025, at 8:30 a.m. in-person and via teleconferencing from the Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Engineering Committee were present:

HANNAH FORD
LINDSAY LEAHY
MARC SERNA
MARK McAVOY

El Toro Water District
Santa Margarita Water District
South Coast Water District
City of Laguna Beach

Absent:

DAVE REBENDSOLF
MIKE DUNBAR

City of San Clemente
Emerald Bay Service District

Staff Present:

AMBER BOONE
RONI GRANT
JIM BURROR
MATT CLARKE
DANITA HIRSH

General Manager
Capital Improvement Program (CIP) Manager
Deputy GM/Chief Engineer
Chief Technology Officer
Executive Assistant/Clerk of the Board

Also Present:

CHRIS NEWTON
ROGER BUTOW
DAVE LARSEN

South Coast Water District
Clean Water Now (CWN)
Moulton Niguel Water District

1. Call Meeting to Order

Ms. Roni Grant, Capital Improvement Program (CIP) Manager, called the meeting to order at 8:34 a.m.

2. Public Comments

None.

3. Approval of Committee Member Request for Remote Participation (Standing Item)

None.

4. Approval of Minutes

- Engineering Committee Minutes of March 13, 2025.

ACTION TAKEN

A motion was made by Ms. Leahy and seconded by Mr. Serna to approve the Engineering Committee Minutes for March 13, 2025.

Motion carried:	Aye 4, Nay 0, Abstained 0, Absent 2
Mr. McAvoy	Aye
Ms. Ford	Aye
Mr. Dunbar	Absent
Ms. Leahy	Aye
Mr. Serna	Aye
Mr. Rebensdorf	Absent

5. General Manager's Report

Ms. Amber Boone, General Manager, reported on the potential modifications and optimization strategies for the Coastal Treatment Plant. An open discussion ensued.

This was an information item; no action was taken.

6. Operations Report

Mr. Jim Burror, Deputy GM/Chief Engineer, provided updates on the J.B. Latham Plant, including preparations for extended aeration system operation. He also reported on reasonable solutions for addressing the impacts of tariffs. An open discussion ensued.

This was an information item; no action was taken.

7. Capital Improvement Construction Projects Progress and Change Order Report (May)
[Project Committees 2 and 15]

Ms. Roni Grant updated the Engineering Committee on the status of the following CIP projects:

- JBL Scum Line Replacement - Construction is currently in progress and near completion. There are two change orders: Change Order 3, in the amount of \$18,231.04, was to coat the two existing deteriorating manholes. Change Order 4, in the amount of \$7,584.79, was to remove and replace two deteriorated concrete walls, bringing the revised total contract amount to \$264,999.15.
- JBL Electrical Upgrades - Pre-purchasing of MCC and Plant 1 Generator is underway.
- JBL and CTP SCADA System - Upgrades started earlier this year and have been completed.
- CTP Diffusers Replacement - The construction has been completed.
- CTP Aeration Deck Grating Replacement - Construction is currently in progress.
- CTP West Primary and Secondary Scum Skimming System - Pre-Purchasing of scum skimmers, launders, and weirs is currently in progress.
- CTP Auxiliary Blower Building Roof Replacement - Construction has been completed.
- CTP Personnel Building Sewer Rehabilitation - Phase 1 construction has been completed.

This was an information item; no action was taken.

8. J.B. Latham Treatment Plant (JBL) Effluent Pump Station and Energy Building Upgrades Engineering Services During Construction Contract [Project Committee 2]

ACTION TAKEN

A motion was made by Mr. Serna and seconded by Ms. Leahy that the PC 2 Board of Directors approve Change Order 1 to Carollo Engineers in the amount of \$119,316. This will result in a revised total contract amount of \$294,832 for the JBL Effluent Pump Station and Energy Building improvements Engineering Services during Construction.

Motion carried:	Aye 2, Nay 0, Abstained 0, Absent 0
	Ms. Leahy Aye
	Mr. Serna Aye

9. J.B. Latham Treatment Plant (JBL) 2 Headworks Rehabilitation Engineering Services During Construction [Project Committee 2]

ACTION TAKEN

A motion was made by Ms. Leahy and seconded by Mr. Serna that the PC 2 Board approve Change Order 1 to Dudek for \$47,858. This will result in a revised total contract amount of \$255,958 for Engineering Services during Construction for the JBL Plant 2 Headworks Rehabilitation project.

Motion carried:	Aye 2, Nay 0, Abstained 0, Absent 0
	Ms. Leahy Aye
	Mr. Serna Aye

10. Adjournment

There being no further business, Ms. Grant adjourned the meeting at 8:56 a.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Regular Meeting of the South Orange County Wastewater Authority Engineering Committee of May 8, 2025, and approved by the Engineering Committee and received and filed by the Board of Directors of the South Orange County Wastewater Authority.

Danita Hirsh, Assistant Board Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**MINUTES OF SPECIAL MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
Finance Committee**

May 20, 2025

The Special Meeting of the South Orange County Wastewater Authority (SOCWA) Finance Committee was held on May 20, 2025, at 10:30 a.m. in-person and via teleconference from the Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Finance Committee were present:

GAVIN CURRAN	City of Laguna Beach	Alternate Director
DENNIS CAFFERTY	El Toro Water District	Alternate Director
ERICA CASTILLO	South Coast Water District	Alternate Director
PAUL PENDER	Santa Margarita Water District	Alternate Director

Staff Participation:

AMBER BOONE	General Manager
JIM BURROR	Deputy GM/Chief Engineer
JACK BECK	Accountant
ANNA SUTHERLAND	Staff Accountant
DINA ASH	HR Administrator
RONI GRANT	CIP Manager
MATT CLARKE	Chief Technology Officer
DANITA HIRSH	Executive Assistant/Clerk of the Board

Also Participating:

ADRIANA OCHOA	Snell & Wilmer
SANDER HUANG	South Coast Water District
JENNIFER LOPEZ	South Coast Water District
KELSEY DECASAS	Moulton Niguel Water District

1. Call Meeting to Order

Chairperson Paul Pender called the meeting to order at 10:32 a.m.

2. Public Comments

None.

3. Approval of Committee Member Request for Remote Participation (Standing Item)

None.

4. Approval of Minutes

- Finance Committee Meeting of April 29, 2025.

ACTION TAKEN

A motion was made by Director Castillo and seconded by Director Curran to approve the Minutes for April 29, 2025, as submitted.

Motion carried:	Aye 4, Nay 0, Abstained 0, Absent 0
	Director Curran Aye
	Director Cafferty Aye
	Director Pender Aye
	Director Castillo Aye

5. Financial Reports for the Month of March 2025

ACTION TAKEN

A motion was made by Director Castillo and seconded by Director Curran to recommend that the Board of Directors receive and file the Financial Reports for the Month of March 2025.

Motion carried:	Aye 4, Nay 0, Abstained 0, Absent 0
	Director Curran Aye
	Director Cafferty Aye
	Director Pender Aye
	Director Castillo Aye

6. Cost Allocation Policy Review

An open discussion ensued regarding revisions, additions, and clarifications to the proposed policy.

The Finance Committee directed staff to incorporate the comments provided in the discussion and bring the updated version back to the Committee at the next meeting for review.

7. FY 2025-26 Draft Final Budget

An open discussion ensued regarding the FY 2025-26 draft final budget and its current structure.

ACTION TAKEN

A motion was made by Director Castillo and seconded by Director Cafferty to recommend that the Board of Directors approve the FY 2025-26 Draft Final Budget as discussed.

Motion carried:	Aye 4, Nay 0, Abstained 0, Absent 0
	Director Curran Aye
	Director Cafferty Aye
	Director Pender Aye
	Director Castillo Aye

8. Adjournment

There being no further business, Chairperson Pender adjourned the meeting at 12:05 p.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Special Meeting of the South Orange County Wastewater Authority Finance Committee of May 20, 2025, and approved by the Finance Committee and received and filed by the Board of Directors of the South Orange County Wastewater Authority.

Danita Hirsh / Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

Agenda Item

5.D.

Board of Directors Meeting

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Jack Beck, Accountant

SUBJECT: Financial Reports for the Month of April 2025

Summary/Discussion

The enclosed financial reports are provided to the Finance Committee for recommendation to the Board of Directors to receive and file the summary of the O&M Budget vs. Actual Expenses as of April 30, 2025:

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025
(in dollars)

	FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
02 - Jay B. Latham Plant	7,838,158	6,238,901	1,599,256	79.6%
05 - San Juan Creek Ocean Outfall	693,802	584,950	108,852	84.3%
08 - Pre Treatment	344,331	175,920	168,411	51.1%
12 - Water Reclamation Permits	274,945	91,433	183,512	33.3%
15 - Coastal Treatment Plant	3,256,411	2,587,606	668,805	79.5%
17 - Joint Regional Wastewater Reclamation and Sludge Handling	8,535,931	4,540,139	3,995,792	53.2%
24 - Aliso Creek Ocean Outfall	670,212	554,068	116,145	82.7%
Total	21,613,791	14,773,017	6,840,774	68.3%

¹ FY24-25 Budget does not include the mid-year budget adjustment

The O&M expenses should be less than 83.3% to remain in budget. Staff expects all PC budgets to remain within the approved FY 24-25 budget, despite PC 5 being 1% greater than the monthly 83.3% monthly run rate and the administrative budget being 2.2% greater than the monthly run rate.

The reports included are as follows:

- a. Budget vs. Actual Expenses:
 - Operations and Environmental Summary (Exhibit A-1)
 - Operations and Environmental by PC (A-1.2)
 - Residual Engineering, after transfer to Capital (Exhibit A-2)
 - Administration (Exhibit A-3)
 - Information Technology (IT) (Exhibit A-4)

Recommended Action: The Finance Committee recommends that the Board of Directors receive and file the April 2025 Financial Reports.

South Orange County Wastewater Authority
Preliminary O & M & Environmental Safety Costs Summary¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended	
Salary and Fringe						
_5000--***	Regular Salaries-O&M	5,706,265	3,615,804	2,090,461	63.4%	
_5001--***	Overtime Salaries-O&M	65,000	53,857	11,143	82.9%	(1)
_5306--***	Scheduled Holiday Work	30,000	27,902	2,098	93.0%	
_5315--***	Comp Time - O&M	15,000	29,831	(14,831)	198.9%	(1)
_5401--***	Fringe Benefits IN to PC's & Depts.	3,071,493	1,818,067	1,253,426	59.2%	
_5700--***	Standby Pay	99,992	84,500	15,492	84.5%	
	Total Payroll Costs	8,987,750	5,629,961	3,357,789	62.6%	
Other Expenses						
_5002--***	Electricity	1,299,100	1,243,599	55,501	95.7%	
_5003--***	Natural Gas	509,860	231,361	278,499	45.4%	
_5004--***	Potable & Reclaimed Water	79,400	50,838	28,562	64.0%	
_5005--***	Co-generation Power Credit	(1,367,100)	(491,653)	(875,447)	36.0%	
_5006--***	Chlorine/Sodium Hypochlorite	219,300	292,916	(73,616)	133.6%	(2)
_5007--***	Polymer Products	1,153,500	754,178	399,322	65.4%	
_5008--***	Ferric Chloride	982,500	798,549	183,951	81.3%	
_5009--***	Odor Control Chemicals	181,700	141,032	40,668	77.6%	
_5010--***	Other Chemicals - Misc.	2,000	-	2,000	0.0%	
_5011--***	Laboratory Services	62,128	29,199	32,929	47.0%	
_5012--***	Grit Hauling	135,800	105,276	30,524	77.5%	
_5013--***	Landscaping	217,300	153,456	63,844	70.6%	
_5015--***	Management Support Services	285,550	163,014	122,536	57.1%	
_5016--***	Audit - Environmental	1,324	-	1,324	0.0%	
_5017--***	Legal Fees	19,000	-	19,000	0.0%	
_5018--***	Public Notices/ Public Relations	1,550	-	1,550	0.0%	
_5019--***	Contract Services Misc.	364,700	253,032	111,668	69.4%	
_5021--***	Small Vehicle Expense	24,548	30,538	(5,990)	124.4%	
_5022--***	Miscellaneous Expense	16,068	5,088	10,980	31.7%	
_5023--***	Office Supplies - All	49,500	25,197	24,303	50.9%	
_5024--***	Petroleum Products	28,400	8,125	20,275	28.6%	
_5025--***	Uniforms	80,400	128,557	(48,157)	159.9%	(3)
_5026--***	Small Vehicle Fuel	20,404	11,936	8,468	58.5%	
_5027--***	Insurance - Property/Liability	638,224	592,814	45,411	92.9%	(4)
_5028--***	Small Tools & Supplies	80,052	32,634	47,419	40.8%	
_5030--***	Trash Disposal	10,000	4,737	5,264	47.4%	
_5031--***	Safety Program & Supplies	117,252	66,651	50,601	56.8%	
_5032--***	Equipment Rental	7,000	6,384	616	91.2%	(1)
_5033--***	Recruitment	2,300	-	2,300	0.0%	
_5034--***	Travel Expense/Tech. Conferences	69,775	26,813	42,962	38.4%	
_5035--***	Training Expense	87,050	35,235	51,816	40.5%	
_5036--***	Laboratory Supplies	140,048	127,243	12,805	90.9%	
_5037--***	Office Equipment	27,000	11,421	15,579	42.3%	
_5038--***	Permits	698,551	652,334	46,217	93.4%	
_5039--***	Membership Dues/Fees	12,647	10,618	2,029	84.0%	
_5044--***	Offshore Monitoring	60,116	68,649	(8,533)	114.2%	
_5045--***	Offshore Biochemistry - 20B	22,854	15,838	7,016	69.3%	
_5046--***	Effluent Chemistry	51,908	49,135	2,773	94.7%	
_5047--***	Access Road Expenses	45,000	264	44,736	0.6%	
_5048--***	Storm Damage	20,000	-	20,000	0.0%	

South Orange County Wastewater Authority
Preliminary O & M & Environmental Safety Costs Summary¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended	
5049--**-**	Biosolids Disposal	1,854,800	1,012,120	842,680	54.6%	
5050--**-**	Contract Services Generators - 29A	23,200	21,165	2,035	91.2%	
5052--**-**	Janitorial Services	97,900	71,296	26,604	72.8%	
5053--**-**	Contract Serv - Digester Cleaning - 29E	65,000	-	65,000	0.0%	
5054--**-**	Diesel Truck Maint	44,300	32,396	11,904	73.1%	
5055--**-**	Diesel Truck Fuel	12,100	8,972	3,128	74.1%	
5056--**-**	Maintenance Equip. & Facilities (Solids)	305,300	195,280	110,020	64.0%	
5057--**-**	Maintenance Equip. & Facilities (Liquids)	500,000	315,865	184,135	63.2%	
5058--**-**	Maintenance Equip. & Facilities (Common)	92,000	54,162	37,839	58.9%	
5059--**-**	Maintenance Equip. & Facilities (Co-Gen)	826,000	559,916	266,084	67.8%	
5060--**-**	Maintenance Equip. & Facilities (AWT)	30,000	11,697	18,303	39.0%	
5061--**-**	Mileage	2,950	1,697	1,253	57.5%	
5068--**-**	MNWD Potable Water Supplies & Svcs.	40,000	26,486	13,514	66.2%	
5076--**-**	SCADA Infrastructure	93,600	60,421	33,179	64.6%	
5077--**-**	IT Direct	58,000	107,405	(49,405)	185.2%	(5)
5105--**-**	Co-Generation Power Credit - Offset	1,367,100	491,653	875,447	36.0%	
5309--**-**	Operating Leases	20,000	20,123	(123)	100.6%	(6)
5705--**-**	Monthly Car Allowance	25,200	19,869	5,331	78.8%	
5791--**-**	CTP Access Road Insurance Cost Share	-	(8,000)	8,000	0.0%	(7)
5799--**-**	Stormwater Station Costs Share-O&M	(14,000)	(14,000)	-	100.0%	(8)
6500--**-**	IT Allocations in to PC's & Depts.	725,880	519,529	206,352	71.6%	
	Total Other Expenses	12,626,041	9,143,056	3,482,985	72.4%	
Total O&M Expenses		21,613,791	14,773,017	6,840,774	68.3%	

¹ This report intends to monitor the Annual Budget % Expended at the Project Committee and Functional Department levels.

The financial information contained in this report, in some cases, is based on the full accrual basis of accounting, whereby expenses are recognized in the period in which the liability is incurred, i.e., payroll and fringe benefits.

There are instances where we will include the total expense for the entire accounting fiscal year if the information is available, i.e., property and liability insurance premiums.

The audited financial statements for the fiscal year recognize all expenses on the full accrual basis of accounting.

- (1) O&M completed several nighttime repairs before the winter season started.
- (2) Increased bleach AWT at CTP usage compared to last fiscal year and continued septicity issues at JBL.
- (3) SOCWA is working with Cintas to resolve several billing errors and contract closeout charges for RTP.
- (4) Annual charges incurred at the beginning of the fiscal year and the end of the calendar year.
- (5) Unanticipated Aptean Tabware upgrades were required this year.
- (6) Annual increases in lease costs were unknown during the preparation of the budget.
- (7) Shared insurance cost with the County of Orange for joint use of the CTP access road.
- (8) Shared cost for treatment of South Cove stormwater and urban runoff at JBL.

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
02 - Jay B. Latham Plant		7,838,158	6,238,901	1,599,256	79.6%
05 - San Juan Creek Ocean Outfall		693,802	584,950	108,852	84.3%
08 - Pre Treatment		344,331	175,920	168,411	51.1%
12 - Water Reclamation Permits		274,945	91,433	183,512	33.3%
15 - Coastal Treatment Plant		3,256,411	2,587,606	668,805	79.5%
17 - Joint Regional Wastewater Reclamation and Sludge Handling		8,535,931	4,540,139	3,995,792	53.2%
24 - Aliso Creek Ocean Outfall		670,212	554,068	116,145	82.7%
Total		21,613,791	14,773,017	6,840,774	68.3%
<hr/>					
02 - Jay B. Latham Plant					
Salary and Fringe					
02-5000-**-***	Regular Salaries-O&M	2,090,768	1,522,356	568,412	72.8%
02-5001-**-***	Overtime Salaries-O&M	21,693	29,047	(7,354)	133.9% (1)
02-5306-**-***	Scheduled Holiday Work	13,820	14,849	(1,029)	107.4%
02-5315-**-***	Comp Time - O&M	7,078	19,776	(12,698)	279.4% (1)
02-5401-**-***	Fringe Benefits IN to PC's & Depts.	1,125,391	765,458	359,933	68.0%
02-5700-**-***	Standby Pay	40,300	44,000	(3,700)	109.2%
	Total Payroll Costs	3,299,050	2,395,486	903,564	72.6%
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Other Expenses					
02-5002-**-***	Electricity	683,100	664,607	18,493	97.3%
02-5003-**-***	Natural Gas	259,560	130,250	129,310	50.2%
02-5004-**-***	Potable & Reclaimed Water	27,000	22,183	4,817	82.2%
02-5006-**-***	Chlorine/Sodium Hypochlorite	40,000	73,632	(33,632)	184.1% (2)
02-5007-**-***	Polymer Products	458,000	429,885	28,115	93.9%
02-5008-**-***	Ferric Chloride	300,000	384,008	(84,008)	128.0% (2)
02-5009-**-***	Odor Control Chemicals	38,000	36,723	1,277	96.6% (2)
02-5010-**-***	Other Chemicals - Misc.	1,000	-	1,000	0.0%
02-5011-**-***	Laboratory Services	20,508	6,764	13,744	33.0%
02-5012-**-***	Grit Hauling	72,600	69,647	2,953	95.9%
02-5013-**-***	Landscaping	70,000	63,141	6,859	90.2%
02-5015-**-***	Management Support Services	35,950	40,384	(4,434)	112.3%
02-5017-**-***	Legal Fees	5,000	-	5,000	0.0%
02-5019-**-***	Contract Services Misc.	132,900	106,779	26,121	80.3%
02-5021-**-***	Small Vehicle Expense	11,000	12,957	(1,957)	117.8%
02-5022-**-***	Miscellaneous Expense	8,000	2,738	5,262	34.2%
02-5023-**-***	Office Supplies - All	30,900	14,147	16,753	45.8%
02-5024-**-***	Petroleum Products	12,000	582	11,418	4.8%
02-5025-**-***	Uniforms	37,100	45,658	(8,558)	123.1% (3)
02-5026-**-***	Small Vehicle Fuel	8,000	5,280	2,720	66.0%
02-5027-**-***	Insurance - Property/Liability	224,629	208,703	15,927	92.9% (4)
02-5028-**-***	Small Tools & Supplies	36,100	8,421	27,679	23.3%
02-5030-**-***	Trash Disposal	3,000	2,371	629	79.0%
02-5031-**-***	Safety Program & Supplies	40,840	30,292	10,548	74.2%
02-5032-**-***	Equipment Rental	3,000	-	3,000	0.0%
02-5033-**-***	Recruitment	1,000	-	1,000	0.0%
02-5034-**-***	Travel Expense/Tech. Conferences	19,379	14,223	5,156	73.4%

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
02-5035-**-**-**	Training Expense	25,592	14,661	10,931	57.3%
02-5036-**-**-**	Laboratory Supplies	21,000	20,229	771	96.3%
02-5037-**-**-**	Office Equipment	14,000	5,559	8,441	39.7%
02-5038-**-**-**	Permits	29,735	49,887	(20,152)	167.8% (4)
02-5039-**-**-**	Membership Dues/Fees	4,025	4,870	(845)	121.0%
02-5049-**-**-**	Biosolids Disposal	787,500	472,052	315,448	59.9%
02-5050-**-**-**	Contract Services Generators - 29A	10,000	13,504	(3,504)	135.0% (4)
02-5052-**-**-**	Janitorial Services	44,300	36,626	7,674	82.7%
02-5054-**-**-**	Diesel Truck Maint	23,700	22,863	837	96.5%
02-5055-**-**-**	Diesel Truck Fuel	3,400	2,977	423	87.6%
02-5056-**-**-**	Maintenance Equip. & Facilities (Solids)	125,000	134,230	(9,230)	107.4%
02-5057-**-**-**	Maintenance Equip. & Facilities (Liquids)	200,000	134,154	65,846	67.1%
02-5058-**-**-**	Maintenance Equip. & Facilities (Common)	30,000	23,078	6,922	76.9%
02-5059-**-**-**	Maintenance Equip. & Facilities (Co-Gen)	308,000	243,179	64,821	79.0%
02-5061-**-**-**	Mileage	1,450	1,243	207	85.7%
02-5076-**-**-**	SCADA Infrastructure	31,200	30,706	495	98.4%
02-5077-**-**-**	IT Direct	20,000	50,714	(30,714)	253.6% (5)
02-5309-**-**-**	Operating Leases	20,000	20,123	(123)	100.6% (6)
02-5705-**-**-**	Monthly Car Allowance	8,400	12,115	(3,715)	144.2%
02-5799-**-**-**	Stormwater Station Costs Share-O&M	(14,000)	(14,000)	-	100.0% (7)
02-6500-**-**-**	IT Allocations in to PC's & Depts.	267,238	191,269	75,969	71.6%
	Total Other Expenses	4,539,107	3,843,415	695,692	84.7%
	Total Expenses	7,838,158	6,238,901	1,599,256	79.6%

05 - San Juan Creek Ocean Outfall

Salary and Fringe

05-5000-**-**-**	Regular Salaries-O&M	104,602	77,217	27,385	73.8%
05-5001-**-**-**	Overtime Salaries-O&M	76	878	(802)	1154.9%
05-5306-**-**-**	Scheduled Holiday Work	488	-	488	0.0%
05-5315-**-**-**	Comp Time - O&M	-	794	(794)	100.0%
05-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	56,304	38,825	17,478	69.0%
	Total Payroll Costs	161,470	117,714	43,755	72.9%

Other Expenses

05-5015-**-**-**	Management Support Services	57,500	23,700	33,800	41.2%
05-5017-**-**-**	Legal Fees	1,000	-	1,000	0.0%
05-5027-**-**-**	Insurance - Property/Liability	25,347	23,540	1,807	92.9% (4)
05-5031-**-**-**	Safety Supplies	1,036	24	1,012	2.3%
05-5034-**-**-**	Travel Expense/Tech. Conferences	4,739	2,822	1,917	59.6%
05-5035-**-**-**	Training Expense	1,087	298	789	27.4%
05-5036-**-**-**	Laboratory Supplies	40,000	20,103	19,897	50.3%
05-5038-**-**-**	Permits	332,746	311,610	21,136	93.6%
05-5039-**-**-**	Memberships Dues/Fees	-	242	(242)	100.0%
05-5044-**-**-**	Offshore Monitoring	18,500	34,824	(16,324)	188.2%
05-5045-**-**-**	Offshore Biochemistry - 20B	7,550	7,919	(369)	104.9%
05-5046-**-**-**	Effluent Chemistry	28,500	32,614	(4,114)	114.4%
05-5058-**-**-**	Maintenance Equip. & Facilities (Common)	1,000	-	1,000	0.0%
05-6500-**-**-**	IT Allocations in to PC's & Depts.	13,327	9,537	3,790	71.6%
	Total Other Expenses	532,332	467,235	65,097	87.8%
	Total Expenses	693,802	584,950	108,852	84.3%

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
08 - Pre Treatment					
Salary and Fringe					
08-5000-**-**-**	Regular Salaries-O&M	176,735	96,696	80,040	54.7%
08-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	95,131	48,620	46,511	51.1%
	Total Payroll Costs	271,866	145,315	126,551	53.5%
Other Expenses					
08-5011-**-**-**	Laboratory Services	3,120	1,610	1,510	51.6%
08-5015-**-**-**	Management Support Services	20,000	-	20,000	0.0%
08-5016-**-**-**	Audit - Environmental	1,324	-	1,324	0.0%
08-5017-**-**-**	Legal Fees	1,000	-	1,000	0.0%
08-5018-**-**-**	Public Notices/ Public Relations	1,550	-	1,550	0.0%
08-5021-**-**-**	Small Vehicle Expense - 31A	1,148	-	1,148	0.0%
08-5022-**-**-**	Miscellaneous Expense	2,068	-	2,068	0.0%
08-5026-**-**-**	Small Vehicle Fuel - 37A	1,304	-	1,304	0.0%
08-5027-**-**-**	Insurance - Property/Liability	8,540	7,931	609	92.9% (4)
08-5028-**-**-**	Small Tools & Supplies	3,752	760	2,992	20.3%
08-5034-**-**-**	Travel Expense/Tech. Conferences	4,739	2,586	2,153	54.6%
08-5035-**-**-**	Training Expense	2,000	2,238	(238)	0.0%
08-5038-**-**-**	Permits and Fines	520	-	520	0.0%
08-5039-**-**-**	Membership Dues/Fees	500	522	(22)	104.4%
08-6500-**-**-**	IT Allocations in to PC's & Depts.	20,900	14,958	5,942	71.6%
	Total Other Expenses	72,465	30,605	41,860	42.2%
	Total Expenses	344,331	175,920	168,411	51.1%
12 - Water Reclamation Permits					
Salary and Fringe					
12-5000-**-**-**	Regular Salaries-O&M	113,444	20,403	93,041	18.0%
12-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	61,063	10,259	50,805	16.8%
	Total Payroll Costs	174,507	30,661	143,846	17.6%
Other Expenses					
12-5015-**-**-**	Management Support Services	45,000	14,879	30,121	33.1%
12-5017-**-**-**	Legal Fees	1,000	-	1,000	-
12-5027-**-**-**	Insurance - Property/Liability	2,946	2,736	210	92.9% (4)
12-5034-**-**-**	Travel Expense/Tech. Conferences	4,739	-	4,739	0.0%
12-5038-**-**-**	Permits	28,050	32,505	(4,455)	115.9% (4)
12-5039-**-**-**	Membership Dues/Fees	72	-	72	0.0%
12-5705-**-**-**	Monthly Car Allowance	4,200	323	3,877	7.7%
12-6500-**-**-**	IT Allocations in to PC's & Depts.	14,431	10,329	4,102	71.6%
	Total Other Expenses	100,438	60,772	39,666	60.5%
	Total Expenses	274,945	91,433	183,512	33.3%

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
15 - Coastal Treatment Plant					
Salary and Fringe					
15-5000-**-**-**	Regular Salaries-O&M	1,058,595	797,346	261,250	75.3%
15-5001-**-**-**	Overtime Salaries-O&M	10,849	5,028	5,822	46.3%
15-5306-**-**-**	Scheduled Holiday Work	5,240	3,407	1,834	65.0%
15-5315-**-**-**	Comp Time - O&M	1,578	4,907	(3,329)	311.0%
15-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	569,807	400,914	168,892	70.4%
15-5700-**-**-**	Standby Pay	12,000	15,000	(3,000)	125.0%
	Total Payroll Costs	1,658,069	1,226,601	431,468	74.0%
Other Expenses					
15-5002-**-**-**	Electricity	310,000	308,388	1,612	99.5%
15-5003-**-**-**	Natural Gas	3,500	1,780	1,720	50.9%
15-5004-**-**-**	Potable & Reclaimed Water	24,000	17,232	6,768	71.8%
15-5006-**-**-**	Chlorine/Sodium Hypochlorite	117,500	173,726	(56,226)	147.9% (2)(8)
15-5008-**-**-**	Ferric Chloride	160,000	102,456	57,544	64.0% (2)
15-5009-**-**-**	Odor Control Chemicals	70,000	78,538	(8,538)	112.2% (2)
15-5011-**-**-**	Laboratory Services	10,500	6,679	3,821	63.6%
15-5012-**-**-**	Grit Hauling	22,000	17,053	4,947	77.5%
15-5013-**-**-**	Landscaping	64,900	57,582	7,318	88.7%
15-5015-**-**-**	Management Support Services	33,500	10,033	23,467	29.9%
15-5017-**-**-**	Legal Fees	5,000	-	5,000	0.0%
15-5019-**-**-**	Contract Services Misc.	113,300	71,213	42,087	62.9%
15-5021-**-**-**	Small Vehicle Expense - 31A	4,200	7,656	(3,456)	182.3% (4)
15-5022-**-**-**	Miscellaneous Expense	1,000	1,650	(650)	165.0%
15-5023-**-**-**	Office Supplies - All	5,200	5,180	20	99.6%
15-5024-**-**-**	Petroleum Products	4,000	2,887	1,113	72.2%
15-5025-**-**-**	Uniforms	10,300	15,111	(4,811)	146.7% (3)
15-5026-**-**-**	Small Vehicle Fuel	2,100	1,197	903	57.0%
15-5027-**-**-**	Insurance - Property/Liability	94,591	87,848	6,743	92.9% (4)
15-5028-**-**-**	Small Tools & Supplies	9,300	10,078	(778)	108.4%
15-5030-**-**-**	Trash Disposal	3,000	1,666	1,334	55.5%
15-5031-**-**-**	Safety Supplies	34,124	17,500	16,624	51.3%
15-5032-**-**-**	Equipment Rental	1,000	-	1,000	0.0%
15-5033-**-**-**	Recruitment	300	-	300	0.0%
15-5034-**-**-**	Travel Expense/Tech. Conferences	12,059	3,242	8,818	26.9%
15-5035-**-**-**	Training Expense	21,017	9,203	11,814	43.8%
15-5036-**-**-**	Laboratory Supplies	22,000	25,295	(3,295)	115.0% (4)
15-5037-**-**-**	Office Equipment	3,000	2,286	714	76.2%
15-5038-**-**-**	Permits	3,000	8,184	(5,184)	272.8% (4)
15-5039-**-**-**	Membership Dues/Fees	4,025	1,765	2,260	43.8%
15-5047-**-**-**	Access Road Expenses	45,000	264	44,736	0.6%
15-5048-**-**-**	Storm Damage	20,000	-	20,000	0.0%
15-5050-**-**-**	Contract Services Generators	5,200	4,374	826	84.1%
15-5052-**-**-**	Janitorial Services	15,500	16,280	(780)	105.0%
15-5054-**-**-**	Diesel Truck Maint - 31B	1,000	41	959	4.1%
15-5055-**-**-**	Diesel Truck Fuel - 37B	500	3,178	(2,678)	635.5%
15-5057-**-**-**	Maintenance Equip. & Facilities (Liquids)	100,000	93,169	6,831	93.2%
15-5058-**-**-**	Maintenance Equip. & Facilities (Common)	24,000	14,198	9,802	59.2%
15-5060-**-**-**	Maintenance Equip. & Facilities (AWT)	30,000	11,697	18,303	39.0%
15-5061-**-**-**	Mileage	500	86	414	17.2%
15-5076-**-**-**	SCADA Infrastructure	31,200	29,716	1,485	95.2%
15-5077-**-**-**	IT Direct	18,000	50,686	(32,686)	281.6% (5)
15-5705-**-**-**	Monthly Car Allowance	4,200	3,392	808	80.8%
15-5791-**-**-**	CTP Annual Bridge Maintenance	-	(8,000)	8,000	0.0% (9)
15-6500-**-**-**	IT Allocations in to PC's & Depts.	134,825	96,499	38,326	71.6%
	Total Other Expenses	1,598,342	1,361,005	237,337	85.2%
	Total Expenses	3,256,411	2,587,606	668,805	79.5%

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
17 - Joint Regional Wastewater Reclamation and Sludge Handling					
Salary and Fringe					
17-5000-**-**-**	Regular Salaries-O&M	2,053,997	1,024,273	1,029,723	49.9%
17-5001-**-**-**	Overtime Salaries-O&M	31,931	18,514	13,417	58.0%
17-5306-**-**-**	Scheduled Holiday Work	10,152	9,647	505	95.0%
17-5315-**-**-**	Comp Time - O&M	6,344	4,354	1,991	68.6%
17-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	1,105,598	515,016	590,582	46.6%
17-5700-**-**-**	Standby Pay	47,692	25,500	22,192	53.5%
	Total Payroll Costs	3,255,714	1,597,304	1,658,410	49.1%
Other Expenses					
17-5002-**-**-**	Electricity	306,000	270,604	35,396	88.4%
17-5003-**-**-**	Natural Gas	246,800	99,330	147,470	40.2%
17-5004-**-**-**	Potable & Reclaimed Water	28,400	11,423	16,977	40.2%
17-5005-**-**-**	Co-generation Power Credit	(1,367,100)	(491,653)	(875,447)	36.0%
17-5006-**-**-**	Chlorine/Sodium Hypochlorite	61,800	45,559	16,241	73.7%
17-5007-**-**-**	Polymer Products	695,500	324,292	371,208	46.6%
17-5008-**-**-**	Ferric Chloride	522,500	312,085	210,415	59.7%
17-5009-**-**-**	Odor Control Chemicals	73,700	25,771	47,929	35.0%
17-5010-**-**-**	Other Chemicals - Misc.	1,000	-	1,000	0.0%
17-5011-**-**-**	Laboratory Services	28,000	14,146	13,854	50.5%
17-5012-**-**-**	Grit Hauling - 21A	41,200	18,576	22,624	45.1%
17-5013-**-**-**	Landscaping	82,400	32,734	49,666	39.7%
17-5015-**-**-**	Management Support Services	36,100	5,735	30,365	15.9%
17-5017-**-**-**	Legal Fees	5,000	-	5,000	0.0%
17-5019-**-**-**	Contract Services Misc.	118,500	75,040	43,460	63.3%
17-5021-**-**-**	Small Vehicle Expense	8,200	9,925	(1,725)	121.0% (4)
17-5022-**-**-**	Miscellaneous Expense	5,000	701	4,299	14.0%
17-5023-**-**-**	Office Supplies - All	13,400	5,870	7,530	43.8%
17-5024-**-**-**	Petroleum Products	12,400	4,656	7,744	37.6%
17-5025-**-**-**	Uniforms	33,000	67,788	(34,788)	205.4% (3)
17-5026-**-**-**	Small Vehicle Fuel	9,000	5,459	3,542	60.7%
17-5027-**-**-**	Insurance - Property/Liability	252,549	234,545	18,004	92.9% (4)
17-5028-**-**-**	Small Tools & Supplies	30,900	13,374	17,526	43.3%
17-5030-**-**-**	Trash Disposal	4,000	700	3,300	17.5%
17-5031-**-**-**	Safety Supplies	40,212	18,811	21,401	46.8%
17-5032-**-**-**	Equipment Rental	3,000	6,384	(3,384)	212.8% (1)
17-5033-**-**-**	Recruitment	1,000	-	1,000	0.0%
17-5034-**-**-**	Travel Expense/Tech. Conferences	19,379	763	18,616	3.9%
17-5035-**-**-**	Training Expense	36,267	8,277	27,990	22.8%
17-5036-**-**-**	Laboratory Supplies	30,000	41,561	(11,561)	138.5%
17-5037-**-**-**	Office Equipment	10,000	3,576	6,424	35.8%
17-5038-**-**-**	Permits	18,500	931	17,569	5.0%
17-5039-**-**-**	Membership Dues/Fees	4,025	2,977	1,048	74.0%
17-5049-**-**-**	Biosolids Disposal	1,067,300	540,068	527,232	50.6%
17-5050-**-**-**	Contract Services Generators - 29A	8,000	3,287	4,713	0.41
17-5052-**-**-**	Janitorial Services	38,100	18,390	19,710	48.3%
17-5053-**-**-**	Contract Serv - Digester Cleaning - 29E	65,000	-	65,000	0.0%
17-5054-**-**-**	Diesel Truck Maint	19,600	9,491	10,109	48.4%
17-5055-**-**-**	Diesel Truck Fuel	8,200	2,817	5,383	34.4%
17-5056-**-**-**	Maintenance Equip. & Facilities (Solids)	180,300	61,050	119,250	33.9%
17-5057-**-**-**	Maintenance Equip. & Facilities (Liquids)	200,000	88,543	111,457	44.3%
17-5058-**-**-**	Maintenance Equip. & Facilities (Common)	36,000	16,886	19,114	46.9%
17-5059-**-**-**	Maintenance Equip. & Facilities (Co-Gen)	518,000	316,737	201,263	61.1%
17-5061-**-**-**	Mileage	1,000	368	632	36.8%

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC¹
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
17-5068-**-**-**	MNWD Potable Water Supplies & Svcs.	40,000	26,486	13,514	66.2%
17-5076-**-**-**	SCADA Infrastructure	31,200	-	31,200	0.0%
17-5077-**-**-**	IT Direct	20,000	6,004	13,996	30.0%
17-5105-**-**-**	Co-Generation Power Credit - Offset	1,367,100	491,653	875,447	36.0%
17-5705-**-**-**	Monthly Car Allowance	8,400	4,039	4,361	48.1%
17-6500-**-**-**	IT Allocations in to PC's & Depts.	261,384	187,078	74,306	71.6%
	Total Other Expenses	5,280,217	2,942,835	2,337,382	55.7%
	Total Expenses	8,535,931	4,540,139	3,995,792	53.2%

24 - Aliso Creek Ocean Outfall

Salary and Fringe

24-5000-**-**-**	Regular Salaries-O&M	108,123	77,514	30,609	71.7%
24-5001-**-**-**	Overtime Salaries-O&M	450	390	60	86.6%
24-5306-**-**-**	Scheduled Holiday Work	300	-	300	0.0%
24-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	58,199	38,975	19,224	67.0%
	Total Payroll Costs	167,072	116,878	50,194	70.0%

Other Expenses

24-5015-**-**-**	Management Support Services	57,500	68,282	(10,782)	118.8%
24-5017-**-**-**	Legal Fees	1,000	-	1,000	0.0%
24-5027-**-**-**	Insurance - Property/Liability	29,622	27,511	2,112	92.9% (4)
24-5031-**-**-**	Safety Supplies	1,040	24	1,016	2.3%
24-5034-**-**-**	Travel Expense/Tech. Conferences	4,739	3,177	1,563	67.0%
24-5035-**-**-**	Training Expense	1,087	557	530	51.3%
24-5036-**-**-**	Laboratory Supplies	27,048	20,055	6,993	74.1%
24-5038-**-**-**	Permits	286,000	249,217	36,783	87.1%
24-5039-**-**-**	Membership Dues/Fees	-	242	(242)	100.0%
24-5044-**-**-**	Offshore Monitoring	41,616	33,824	7,792	81.3%
24-5045-**-**-**	Offshore Biochemistry - 20B	15,304	7,919	7,385	51.7%
24-5046-**-**-**	Effluent Chemistry	23,408	16,521	6,887	70.6%
24-5058-**-**-**	Maintenance Equip. & Facilities (Common)	1,000	-	1,000	0.0%
24-6500-**-**-**	IT Allocations in to PC's & Depts.	13,775	9,859	3,916	71.6%
	Total Other Expenses	503,140	437,189	65,951	86.9%
	Total Expenses	670,212	554,068	116,145	82.7%

Total O&M Expenses

21,613,791	14,773,017	6,840,774	68.3%
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¹ This report intends to monitor the Annual Budget % Expended at the Project Committee and Functional Department levels.

The financial information contained in this report, in some cases, is based on the full accrual basis of accounting, whereby expenses are recognized in the period in which the liability is incurred, i.e., payroll and fringe benefits.

There are instances where we will include the total expense for the entire accounting fiscal year if the information is available, i.e., property and liability insurance premiums.

The audited financial statements for the fiscal year recognize all expenses on the full accrual basis of accounting.

South Orange County Wastewater Authority
Preliminary O&M Budget vs. Actual Comparison by PC
For the Period Ended April 30, 2025 (83% of the Fiscal Year)

- (1) O&M completed several nighttime repairs before the upcoming winter season.
- (2) Usage continues to be elevated due to the septicity of the sewage entering plants that started last year as discussed with the Engineering Committee in 2023.
- (3) SOCWA is working with Cintas to resolve several billing errors and contract closeout charges for RTP.
- (4) Annual charges incurred at the beginning of the fiscal year and the end of the calendar year.
- (5) Unanticipated Aptean Tabware upgrades were required this year.
- (6) Annual increases in lease costs were unknown during the preparation of the budget.
- (7) Shared cost for treatment of South Cove stormwater and urban runoff at JBL.
- (8) Increased bleach AWT usage compared to last fiscal year.
- (9) Shared insurance cost with the County of Orange for joint use of the CTP access road.

South Orange County Wastewater Authority
Preliminary Budget vs. Actual Comparison - Engineering
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
Salary and Fringe					
01-5000-03-00-00	Regular Salaries-O&M	115,868	43,612	72,257	37.6%
01-5401-03-00-00	Fringe Benefits IN to PC's & Depts.	62,368	21,928	40,440	35.2%
	Total Payroll Costs	178,237	65,540	112,696	36.8%
Other Expenses					
01-5022-03-00-00	Miscellaneous Expense	1,000	426	574	42.6%
01-5023-03-00-00	Office Supplies	100	-	100	0.0%
01-5031-03-00-00	Safety Supplies	100	-	100	0.0%
01-5034-03-00-00	Travel Expense/Tech. Conferences	2,500	748	1,752	29.9%
01-5035-03-00-00	Training Expense	1,300	414	886	31.8%
01-5037-03-00-00	Office Equipment	153	-	153	0.0%
01-5039-03-00-00	Membership Dues/Fees	1,150	567	583	49.3%
01-5061-03-00-00	Mileage	150	41	109	27.2%
01-5309-03-00-00	Operating Leases	20,000	27,584	(7,584)	137.9%
01-5802-03-00-00	Shipping/Freight	102	-	102	0.0%
01-6500-03-00-00	IT Allocations in to PC's & Depts.	22,499	16,103	6,396	71.6%
	Total Other Expenses	49,054	45,883	3,171	93.5%
	Total Engineering Expenses	227,291	111,424	115,867	49.0%

South Orange County Wastewater Authority
Preliminary Budget vs. Actual Comparison- Administration
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
01-6000-04-00-00	Regular Salaries-Admin or IT	1,116,326	777,537	338,789	69.7%
01-6001-04-00-00	Overtime Salaries-Admin or IT	7,500	795	6,705	10.6%
01-6315-04-00-00	Comp Time - Admin	2,000	-	2,000	0.0%
01-6318-04-00-00	Severance Costs	-	170,673	(170,673)	100.0% (1)
01-6401-04-00-00	Fringe Benefits IN to ADMIN or IT	600,881	390,954	209,927	65.1%
	Total Payroll Costs	1,726,707	1,339,959	386,748	77.6%
Other Expenses					
01-6101-04-00-00	HR Recruitment & Employee Relations	32,100	12,370	19,730	38.5%
01-6102-04-00-00	Subscriptions	2,030	9,658	(7,628)	475.8%
01-6103-04-00-00	Contract Labor	35,000	33,442	1,558	95.5%
01-6200-04-00-00	Management Support Services	55,000	58,436	(3,436)	106.2%
01-6201-04-00-00	Audit	40,800	23,220	17,580	56.9%
01-6202-04-00-00	Legal	125,000	242,500	(117,500)	194.0%
01-6203-04-00-00	Outside Services	-	315	(315)	100.0%
01-6204-04-00-00	Postage	1,545	681	864	44.1%
01-6223-04-00-00	Office Supplies - Admin	4,120	147	3,973	3.6%
01-6224-04-00-00	Office Equipment Admin or IT	1,000	8,611	(7,611)	861.1%
01-6234-04-00-00	Memberships & Trainings	107,500	82,266	25,234	76.5%
01-6239-04-00-00	Travel & Conference	25,000	24,539	461	98.2%
01-6240-04-00-00	Scholarship Sponsorship	1,000	1,000	0	100.0%
01-6241-04-00-00	Education Reimbursement	1,500	560	940	37.3%
01-6310-04-00-00	Miscellaneous	27,000	49,580	(22,580)	183.6%
01-6311-04-00-00	Mileage	800	469	331	58.6%
01-6317-04-00-00	Contract Services Misc	5,800	4,500	1,300	77.6%
01-6500-04-00-00	IT Allocations in to PC's & Depts.	142,005	101,637	40,368	71.6%
01-6601-04-00-00	Shipping/Freight	2,000	2,728	(728)	136.4%
01-6705-04-00-00	Monthly Car Allowance	10,200	9,623	577	94.3%
	Total Other Expenses	619,400	666,281	(46,881)	107.6%
Total Admin Expenses		2,346,107	2,006,240	339,867	85.5%

(1) Costs for paid leave and final pay for 3 eliminated positions.

South Orange County Wastewater Authority
Preliminary Budget vs. Actual Comparison-IT
For the Period Ended April 30, 2025 (83% of the Fiscal Year)
(in dollars)

		FY 2024-25 Budget	Actual	(Over)/Under Budget	% Expended
Salary & Fringe					
01-6000-05-00-00	Regular Salaries-Admin or IT	132,980	111,439	21,540	83.8%
01-6401-05-00-00	Fringe Benefits IN to ADMIN or IT	71,578	56,033	15,546	78.3%
	Total Salary & Fringe	204,558	167,472	37,086	81.9%
Other Expenses					
01-6028-05-00-00	Small Tools & Supplies	1,000	-	1,000	0.0%
01-6035-05-00-00	Training Expense	3,000	-	3,000	0.0%
01-6101-05-00-00	Recruitment & Employee Relations, IT DEPT	600	-	600	0.0%
01-6234-05-00-00	Memberships & Trainings	5,950	1,339	4,611	22.5%
01-6239-05-00-00	Travel & Conference	1,500	-	1,500	0.0%
01-6300-05-00-00	Software Maintenance Agreements	63,180	15,017	48,163	23.8%
01-6301-05-00-00	Hardware Maintenance Agreements	10,300	2,018	8,282	19.6%
01-6302-05-00-00	Cloud Subscriptions (Internet)	195,018	137,488	57,529	70.5%
01-6303-05-00-00	Telecommunications	163,882	132,796	31,086	81.0% (1)
01-6305-05-00-00	IT Professional Services	106,200	65,475	40,725	61.7%
01-6306-05-00-00	Small Hardware Purchases (< \$5k)	28,400	12,040	16,360	42.4%
01-6307-05-00-00	Small Software Purchases & Licenses	31,000	50,581	(19,581)	163.2% (2)
01-6308-05-00-00	IT Memberships	160	-	160	0.0%
01-6309-05-00-00	Operating Leases	64,173	52,097	12,076	81.2%
01-6310-05-00-00	Miscellaneous	5,000	386	4,614	7.7%
01-6312-05-00-00	Computer & Photocopy Supplies	3,264	559	2,705	0.0%
	Total Other Expenses	682,627	469,797	212,830	68.8%
Total Expenses before Allocation		887,185	637,269	249,916	71.8%

(1) Annual charges incurred at the beginning of the Fiscal Year.

(2) Prepay expenses to be spread out over term of contract and updated in May.

Agenda Item

7.A.

Board of Directors Meeting

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Roni Grant, Capital Improvement Program Manager

SUBJECT: J.B. Lathan Treatment Plant Effluent Pump Station and Energy Building Construction Contract Award [Project Committee 2]

Overview

The existing Effluent Pump Station was originally constructed in the early 1990s. Effluent discharge from the facility is currently managed through two operational modes, depending on ocean tide conditions:

- Low Tide Operation: Effluent flows by gravity through two 36-inch pipelines, each equipped with a check valve and a butterfly valve. These valves are housed in below-grade vaults and connect to a 57-inch outfall pipe that discharges to the ocean.
- High Tide Operation: When the ocean tide causes the outfall pipe to surcharge, effluent must be mechanically conveyed using four vertical turbine effluent pumps.

The existing valves and associated piping infrastructure have reached the end of their service life and require replacement. To facilitate this work, SOCWA has pre-procured the necessary valves under a separate construction contract.

In addition, the Energy Recovery Building, which houses centrifuges for solids treatment, needs several critical upgrades. These include:

- Safety enhancements to improve operational conditions,
- A seismic retrofit to meet current structural standards, and
- Installation of a monorail system on the second floor to facilitate the safe and efficient transport of equipment.

Bids

On April 15, 2025, SOCWA issued a formal solicitation for bids from qualified contractors via the PlanetBids platform and facilitated a site walk with interested parties. The bids were due on June 4, 2025. One bid from Pacific Hydrotech was received. Details of the bid are summarized in Table 1 below. The Engineer's cost estimate for this project is \$2.5M.

Table 1- Summary of Bids

	Bid Item A -	Pacific Hydrotech
A1	Mobilization and demobilization	\$200,000.00
A2	Demolition of the Effluent Pump Station	\$42,400.00
A3	Effluent valve vault improvements	\$560,000.00
A4	Effluent Pump Station mechanical improvements	\$796,100.00
A5	Effluent Pump Station electrical and instrumentation modifications	\$19,400.00
A6	All other items that are not in A1 through A5	\$50,700.00
	Item A Lump Sum Price	\$1,668,600.00
	Bid Item B -	
B1	Mobilization and demobilization	\$20,000.00
B2	Construct the monorail system and access hatch	\$211,200.00
B3	Construct electrical improvements associated with the monorail system	\$40,000.00
B4	All other items that are not in B1 through B3	\$10,700.00
	Item B Lump Sum Price	\$281,900.00
	Bid Item C -	
C1	Mobilization and demobilization	\$40,000.00
C2	Building roof improvements	\$936,100.00
C3	All other items that are not in C1 and C2	\$35,200.00
	Item C Lump Sum Price	\$1,011,300.00
	Total Contract Price	\$2,961,800.00
	Bid Items D and E – (Additive Items)	
D	Replacement and repair of the floor access hatches	\$13,300.00
E	Installation of temporary noise barrier	\$118,800.00
	Total Contract Price including Bid Additive Items	\$3,093,900.00

Cost Analysis

The Effluent Pump Station Improvements (Bid Items A and E) has a total cost of \$1,787,400 and will be funded by 32226L and has a budget of \$892,000 for the 25/26 fiscal year. Table 1 shows the allocation of costs by member agencies.

Table 1 – Cost Allocation by Member Agency (32226L)

Agency	Cost
South Coast Water District	\$928,018.08
Santa Margarita Water District	\$859,381.92
Total	\$1,787,400.00

The monorail system (Bid Items B and D) has a total cost of \$295,200 and will be funded by 3216 (common) and has a budget of \$758,000. Table 2 shows the allocation of costs by member agencies.

Table 2 – Cost Allocation by Member Agency (32225S)

Agency	Cost
South Coast Water District	\$138,065.04
Santa Margarita Water District	\$157,134.96
Total	\$295,200.00

The Energy Building Roof improvements (Bid Item C) has a total cost of \$1,011,300 and will be funded by 32225S (solids) and has a budget of \$1,101,000. Table 3 shows the allocation of costs by member agencies.

Table 3 – Cost Allocation by Member Agency (3216)

Agency	Cost
South Coast Water District	\$420,903.06
Santa Margarita Water District	\$590,396.94
Total	\$1,011,300.00

Prior Related Project Committee or Board Action (s)

This item was reviewed and discussed by the Engineering Committee on June 12, 2025. The Engineering Committee agreed with staff's recommendation.

Recommended Action: The Engineering Committee recommends that the PC 2 Board of Directors:

1. Approve an increase of \$985,000 to the Effluent Pump Station Improvements (32226L) project budget, resulting in a revised total project budget of \$1,877,000 for this portion of the project.
2. Authorize execution of a contract with Pacific Hydrotech in the amount of \$3,093,900 for the JBL Effluent Pump Station and Energy Building Upgrades.
3. Approve a 5% project contingency, in the amount of \$154,695 to cover potential unknown issues during construction, for a total project budget of \$3,248,595.

BID FORM

PROPOSAL TO

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**FOR THE CONSTRUCTION OF J.B. LATHAM TREATMENT PLANT -
EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES**

Name of Bidder:

Pacific Hydrotech Corporation

Business Address: 314 E. Street, Perris CA 92570

Phone No. 951-943-8803

TO THE BOARD OF DIRECTORS OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (OWNER)

Pursuant to, and in compliance with, your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, materials, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete, in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the plans and specifications and other Contract Documents, including Addenda Nos. 1, 2, and _____, for the prices hereinafter set forth.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation as set forth in more detail in the Non Collision Affidavit executed herewith. Further, he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the Owner in the form set forth in the Contract Documents and that he/she will accept in full payment thereof the following prices to wit:

SCHEDULE OF WORK ITEMS

PROPOSAL FOR:

FOR THE CONSTRUCTION OF J.B. LATHAM TREATMENT PLANT - EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES PROJECT

BID ITEM A: For the construction of improvements associated with the Effluent Pump Station identified on the plans titled EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES PROJECT and described in these Contract Documents the lump sum for each item described below:

BID ITEM A1: Mobilization and demobilization for activities needed to construct the improvements for the lump sum of

(\$ 200,000⁰⁰)

BID ITEM A2: Demolition of the Effluent Pump Station as shown on Drawings D-02, for the lump sum of

(\$ 42,400⁰⁰)

BID ITEM A3: Effluent Valve Vault improvements as shown on drawings S-02, for the lump sum of

(\$ 500,000⁰⁰)

BID ITEM A4: Effluent Pump Station mechanical improvements as shown on Drawings M-02 and M-03, for the lump sum of

(\$ 796,100⁰⁰)

BID ITEM A5: Effluent Pump Station electrical and instrumentation modifications as shown on E05 and N-01, for the lump sum of

(\$ 19,400⁰⁰)

BID ITEM A6: All other items necessary to complete the work associated with the improvements that are not described in Bid Items A1 through A5 for the lump sum of

(\$ 50,700⁰⁰)

ITEM A LUMP PRICE (the sum of Items A1 through A6):

(\$ 1,668,600⁰⁰)

BID ITEM B: For the construction of improvements associated with the Energy Building Monorail Improvements identified on the plans titled EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES PROJECT and described in these Contract Documents the lump sum for each item described below:

BID ITEM B1: Mobilization and demobilization for activities needed to reconstruct the Energy Recovery Building monorail system, for the lump sum of

(\$ 20,000⁰⁰)

BID ITEM B2: Construct the monorail system and access hatch as shown on S-03 and S-04, for the lump sum of

(\$ 211,200⁰⁰)

BID ITEM B3: Construct electrical improvements associated with the monorail system as shown on Drawing E-06, for the lump sum of

(\$ 40,000⁰⁰)

BID ITEM B4: Any other items necessary to complete the work associated with the Energy Recovery Building monorail improvements that are not described in Bid Items B1 through B3, for the lump sum of

(\$ 10,100⁰⁰)

ITEM B LUMP PRICE (the sum of Items B1 through B4):

(\$ 281,900⁰⁰)

BID ITEM C: For the construction of improvements associated with the Energy Building Roof Improvements identified on the plans titled EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES PROJECT and described in these Contract Documents the lump sum for each item described below:

BID ITEM C1: Mobilization and demobilization for activities needed to reconstruct the Energy Recovery Building roof system, for the lump sum of

(\$ 40,000⁰⁰)

BID ITEM C2: Construct the building roof improvements as shown on Drawings S-05 through and S-08, for the lump sum of

(\$ 936,100⁰⁰)

BID ITEM C3: Any other items necessary to complete the work associated with the Energy Recovery Building roof improvements that are not described in Bid Items C1 and C2, for the lump sum of

(\$ 35,200⁰⁰)

ITEM C LUMP PRICE (the sum of Items C1 through C3):

(\$ 1,011,300⁰⁰)

ADD/DEDUCT – List Bid Items Affected and Amount*:

Item No.	Add (+) Amount	Deduct (-) Amount
<u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>	\$ <u> </u>

SUBTOTAL ADD (+)/DEDUCT(-) ITEMS:

(\$ 0)

*Provision is made here for the bidder to include an addition or deduction in their Bid, if bidder wishes, to reflect any last-minute adjustments in price. The addition or deduction, if made, will be applied to the listed bid item.

TOTAL CONTRACT PRICE (Sum of Subtotal Lump Sum Price and Subtotal Add/Deduct Items):

(\$ 2,961,800⁰⁰)

Total amount of bid (written in words):

Two Million Nine hundred Sixty one Thousand eight Hundred **Dollars**

ADDITIVE ITEM:

BID ITEM ADD D: For the replacement and repair of the 4'-0" square and 4'-6" floor access hatches, as shown on Drawing S-03 on the plans titled EFFLUENT PUMP STATION AND ENERGY BUILDING UPGRADES PROJECT and described in these Contract Documents, the lump sum of

(\$ 13,300⁰⁰)

BID ITEM ADD E: For the installation of temporary noise barrier and abatement system, per Specification Section 01560 – Environmental Controls, and described in these Contract Documents, the lump sum of

(\$ 118,800⁰⁰)

Award of contract will be made to the lowest responsive, responsible bidder on the basis of the TOTAL CONTRACT PRICE.

Award of contract is based on the Total Contract Price noted above and is not impacted by the proposed cost of any additive bid item. Owner retains the right to include any additive bid item value in the overall project at the time of contract award.

Signature of Bidder:



Date:

6/04/2025

LIST OF SUBCONTRACTORS

The name, California Contractor's license number, registration number issued pursuant to Labor Code Section 1725.5, and location of place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvements in an amount in excess of one-half of one percent (.5%) of the Bidder's Total Contract Price, and the portion of the Work which will be done by each subcontractor is set forth as follows (attach additional sheets as necessary). Circumvention by the Bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the Work covered by this Contract shall be considered a violation of Chapter

4 of the California Public Contract Code and shall subject the Bidder to the penalties set forth in Sections 4110 and 4111 of said Code. Bidder shall conduct substitutions of subcontractors in compliance with Public Contract Code Sections 4106 et seq. detailing the process and conditions under which a public agency may consent to a subcontractor substitution. Except as hereinabove provided, bidder acknowledges and agrees that bidder will perform all required Work in accordance with Section 4106 of the Public Contract Code.

<u>Contractor's Name</u>	<u>Contractor's License & Registration Number</u>	<u>Place of Business</u>	<u>Type of Work</u>
HYDROTECH ELECTRIC	977838 1000001266	37707 Green Knolls Road, Winchester CA 92596	ELECTRICAL
SYLVESTER ROOFING	516696 1000006357	2255 Barham Dr, SUITE A, Escondido CA 92026	ROOFING
UNITED PAVING	865828 1000002563	1880 N. Delilah St. Corona CA 92879	AC PAVING
MC PAINTING	695478 1000026859	504 Jones Road, Oceanside CA 92058	COATING

LIST OF EQUIPMENT MANUFACTURERS (Not Used)

COMPANY DATA

Legal name of Bidder: Pacific Hydrotech Corporation

Primary Contact: Joselito Guintu

Business address: 314 E 3rd Street, Perris CA 92570

Telephone: 951-943-8803

Facsimile: 951-943-1093

Email: lito@pachydro.com

California Contractor's License:

Primary A Class:

License 518355 No.:

Expiration 09/30/2025 Date:

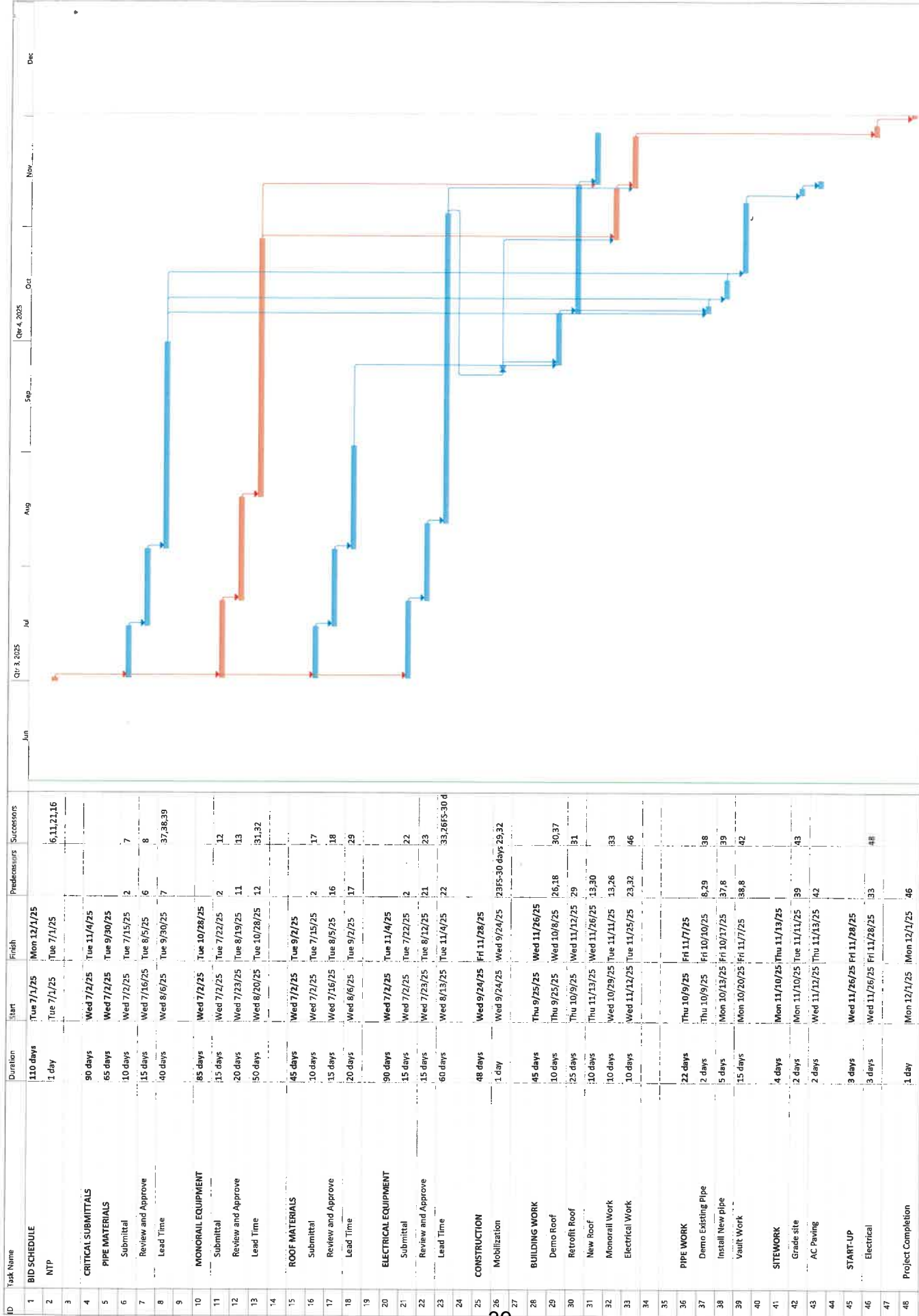
Supplemental Classification held, if any: B

The full names of all persons and parties interested in the foregoing Bid Form as principals are as follows (*NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names of all the individual members, attached additional sheets as necessary*):

See attached Resolution

PROPOSED CONSTRUCTION PROJECT SCHEDULE

Bidder has attached hereto a proposed construction progress schedule showing the sequence of activities for completion of the Work, in bar chart format. The proposed construction progress schedule includes major construction activities, major equipment procurement and delivery activities, working time limits imposed by permits, and substantial and final completion milestones, and identifies critical path tasks. The schedule is displayed in elapsed numerical days rather than calendar dates and equals the Contract Time.



ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	BID SCHEDULE	110 days	Tue 7/1/25	Mon 12/1/25		
2	NTP	1 day	Tue 7/1/25	Tue 7/1/25		6, 11, 21, 16
3						
4	CRITICAL SUBMITTALS	90 days	Wed 7/2/25	Tue 11/4/25		
5	PIPE MATERIALS	65 days	Wed 7/2/25	Tue 9/30/25		
6	Submittal	10 days	Wed 7/2/25	Tue 7/15/25	2	7
7	Review and Approve	15 days	Wed 7/16/25	Tue 8/5/25	6	8
8	Lead Time	40 days	Wed 8/6/25	Tue 9/30/25	7	37, 38, 39
9						
10	MONORAIL EQUIPMENT	85 days	Wed 7/2/25	Tue 10/28/25		
11	Submittal	15 days	Wed 7/2/25	Tue 7/22/25	2	12
12	Review and Approve	20 days	Wed 7/23/25	Tue 8/19/25	11	13
13	Lead Time	50 days	Wed 8/20/25	Tue 10/28/25	12	31, 32
14						
15	ROOF MATERIALS	45 days	Wed 7/2/25	Tue 9/2/25		
16	Submittal	10 days	Wed 7/2/25	Tue 7/15/25	2	17
17	Review and Approve	15 days	Wed 7/16/25	Tue 8/5/25	16	18
18	Lead Time	20 days	Wed 8/6/25	Tue 9/2/25	17	29
19						
20	ELECTRICAL EQUIPMENT	90 days	Wed 7/2/25	Tue 11/4/25		
21	Submittal	15 days	Wed 7/2/25	Tue 7/22/25	2	22
22	Review and Approve	15 days	Wed 7/23/25	Tue 8/12/25	21	23
23	Lead Time	60 days	Wed 8/13/25	Tue 11/4/25	22	33, 26, 35-30 d
24						
25	CONSTRUCTION	48 days	Wed 9/24/25	Fri 11/28/25		
26	Mobilization	1 day	Wed 9/24/25	Wed 9/24/25	23, 35-30 days	25, 32
27						
28	BUILDING WORK	45 days	Thu 9/25/25	Wed 11/26/25		
29	Demo Roof	10 days	Thu 9/25/25	Wed 10/8/25	26, 18	30, 37
30	Retrofit Roof	25 days	Thu 10/9/25	Wed 11/12/25	29	31
31	New Roof	10 days	Thu 11/13/25	Wed 11/26/25	13, 30	
32	Monorail Work	10 days	Wed 10/29/25	Tue 11/11/25	13, 26	33
33	Electrical Work	10 days	Wed 11/12/25	Tue 11/25/25	23, 32	46
34						
35						
36	PIPE WORK	22 days	Thu 10/9/25	Fri 11/7/25		
37	Demo Existing Pipe	2 days	Thu 10/9/25	Fri 10/10/25	8, 29	38
38	Install New pipe	5 days	Mon 10/13/25	Fri 10/17/25	37, 8	39
39	Vault Work	15 days	Mon 10/20/25	Fri 11/7/25	38, 8	42
40						
41	SITEWORK	4 days	Mon 11/10/25	Thu 11/13/25		
42	Grade site	2 days	Mon 11/10/25	Tue 11/11/25	39	43
43	AC Paving	2 days	Wed 11/12/25	Thu 11/13/25	42	
44						
45	START-UP	3 days	Wed 11/26/25	Fri 11/28/25		
46	Electrical	3 days	Wed 11/26/25	Fri 11/28/25	33	48
47						
48	Project Completion	1 day	Mon 12/1/25	Mon 12/1/25	46	

Project: Bid Schedule
Date: 6/4/25

PACIFIC HYDROTECH CORPORATION
a California Corporation

CORPORATE RESOLUTION
March 25, 2021

RESOLVED, that **James Kirk Harns** – President, **Sean Harns** – President Water Works Division, **Joselito Guintu** – Vice President, **June Diaz** – CFO; each has the authority to sign contracts on behalf of the corporation.

BE IT FURTHER RESOLVED that these resolutions may be executed in any number of counterparts and delivered by facsimile, e-mail PDF or other electronic means, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.



J Kirk Harns, President



Bobby R. Owens, Senior Vice President



Dale McKay, Senior Vice President



Sean J. Harns, President – Water Works Division



Greg Chehey, Vice President



Joselito M. Guintu, Vice President



Sean F. Finnegan, Shareholder



Christy L. Harns, Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **518355**

Entity **CORP**

Business Name **PACIFIC HYDROTECH
CORPORATION**

Classification(s) **A HAZ B**

Expiration Date **09/30/2025**

www.csib.ca.gov



CLOSING STATEMENT & CERTIFICATIONS

The undersigned Bidder further certifies as follows:

The Total Bid Price requests sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. Furthermore, Bidder hereby agrees to indemnify SOCWA for liabilities and penalties for violations of Labor Code Section 2810.

The cost for all labor, materials, equipment, taxes, freight, insurance and incidentals necessary for the Work is included in the Total Bid Price, including but not limited to sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation in conformance with applicable safety orders.

The Bidder is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Bidder further certifies that Bidder is skilled and regularly engaged in the general class and type of Work called for in the Contract Documents.

Bidder is not an ineligible contractor for the purposes of California Labor Code Section 1777.1 or 1777.7, and no subcontractor to be used for the performance of the Work is an ineligible contractor for the purposes of Labor Code Section 1777.1 or 1777.7.

Bidder is competent, knowledgeable and has special skills regarding the nature, extent and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that Bidder is aware of such peculiar risks and that Bidder has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction Work with respect to such hazards.

Bidder acknowledges receipt of the following Addenda: ^{1, 2} _____

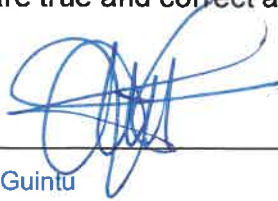
Bidder has attached hereto Bid security, in the form of a bond, cashier's check, or certified check, in an amount which is equal to (at least) ten percent (10%) of the total amount of the Bid, payable in lawful money of the United States to the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY.

Bidder is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work.

Bidder has inspected the site of the Work prior to submitting this Bid.

By signing below, the undersigned certifies that he/she has the legal authority to bind the Bidder and that all representations, certifications, and statements made by Bidder, as set forth in this Bid, are true and correct and are made under penalty of perjury.

Signature:



SIGN
HERE

Clearly printed name:

Joselito Guintu

Position:

Vice President

Date/Location:

June 04, 2025, at Perris, CA

Seal (if any):

Co-Signature:



SIGN
HERE

Clearly printed name:

J Kirk Harns

Position:

President

Date/Location:

June 04, 2025, at Perris, CA

NOTICE: Pursuant to the requirements of California Business and Professions Code, Section 7028.15(e), a bid submitted to the SOCWA by a contractor who is not licensed pursuant to Chapter 9, of Division 3, of the Business and Professions Code, shall be considered nonresponsive and shall be rejected as provided for by law.

NONCOLLUSION AFFIDAVIT
To Be Executed by Bidder and Submitted with Bid
(Public Contract Code § 7106)

The undersigned declares:

I am the Vice President of Pacific Hydrotech, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06/04/2025 [date], at Perris [city], CA [state].

BIDDER:

Pacific Hydrotech Corporation

[Type full name of Bidder]

By: 

Joselito Guintu, Vice President

[Print name and title]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)On June 4, 2025 before me, Roxana Gonzales, Notary Public,*Date**Here Insert Name and Title of the Officer*personally appeared Joselito Guintu*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

BIDDER'S BOND

(At Least 10 Percent of the Total Contract Price)

We Pacific Hydrotech Corporation _____, as
Principal,

and Liberty Mutual Insurance Company, as Surety,

jointly and severally, bind ourselves, our heirs, representatives, successors, and assigns, as set forth herein, to the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY ("SOCWA") for payment of the penal sum of

Ten Percent of Amount Bid

_____ Dollars (\$ _____ 10%),

lawful money of the United States, such amount representing at least ten percent (10%) of the amount of the Total Bid Price to obtain the award of a contract for JBL Effluent Pump Station and Energy Building Upgrades Project and to be paid to SOCWA, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly hereby.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall not withdraw said Bid within the period of time set forth in the Contract Documents, and shall within fifteen (15) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with SOCWA in accordance with the Bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the protection of laborers and materialmen, or in the event of the withdrawal of the Bid within the period specified, or the failure to enter into the Contract, and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by SOCWA pay to SOCWA the difference between the amount specified in the Bid and the amount for which SOCWA may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the SOCWA from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing and this bond shall not be a limitation on Principals' liability therefor.

Principal and Surety agree that if the SOCWA is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall pay SOCWA's costs and reasonable attorney fees incurred with or without suit.

IN WITNESS WHEREOF,

Executed on May 27, 2025.

[CORPORATE SEAL]

Pacific Hydrotech Corporation

Principal

By

JOSELITO GUINTU, VICE PRESIDENT
Title

(ATTACH NOTARY ACKNOWLEDGMENT OF AUTHORIZED REPRESENTATIVE OF PRINCIPAL)

Any claims under this bond may be addressed to:

Liberty Mutual Insurance Company

(Name and address of Surety)

790 The City Drive South, Suite 200

Orange, CA 92868

Same as above

(Name and address of Surety's agent for service of process in California, if different from above)

Surety: (714) 634-5722

Agent: (619) 238-1828

(Telephone number of Surety's agent in California)

(ATTACH NOTARY ACKNOWLEDGMENT)

Liberty Mutual Insurance Company

Surety

By

(Attorney-in-Fact) Lawrence F. McMahon

NOTICE

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business, and have an agent for service of process, in California. A certified copy of Power of Attorney must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)On May 27, 2025 before me, Roxana Gonzales, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Joselito Guintu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Please See Attached California All-Purpose Acknowledgment for Surety

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

****END OF REQUIRED FORMS****

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Diego)
 On MAY 27 2025 before me, Maria Guise, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Guise*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213991 - 024019**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher Conte, Dale G. Harshaw, Geoffrey Shelton, John R. Qualin, Lawrence F. McMahon, Lilia De Loera, Maria Hallmark, Minna Huovila, Natassia Kirk-Smith, Ryan Warnock, Sarah Myers, Tara Bacon

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

California Environmental Protection Agency
Air Resources Board

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**


is issued to

PACIFIC HYDROTECH CORPORATION

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled as specified in Section 2449 with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Off-road Diesel Fleet Identification

5364


Jack P. Brown
Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/docs/compliance_cert1.html



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[Home](#) > [Customer Account Lookup](#) > PACIFIC HYDROTECH CORPORATION

PACIFIC HYDROTECH CORPORATION

Customer Account Lookup

Name

PACIFIC HYDROTECH CORPORATION

Customer Account

 PACIFIC HYDROTECH CORPORATION

Type

Contractor

Website

(empty)



Email

ERIVERO@PACHYDRO.COM

Address 1

314 E. 3RD STREET

Address_2

City

PERRIS

State

CA

Zip

92570

Contractor Status

DIR Approved

CSLB

518355

Legal Name

PACIFIC HYDROTECH CORPORATION

Business Structure

-- None --

Business Phone

9519438803

Registration Number

President

James K. Harns

PWCR

1000002987

Registration Start Date

2022-07-01

Registration End Date

2025-06-30

Doing Business As (DBA)

PACIFIC HYDROTECH CORPORATION

Crafts

Laborer and Related Classifications | Carpenter and Related Trades | Cranes, Pile Driving and Hoisting Equipment (Operating Engineer) | Bricklayer/Brick Tender ,
Iron Worker | Cement Mason | Operating Engineer (Heavy and Highway Work) |

Legacy Registration Date

Legacy Registration Expiration

Related Lists

Historical Registration Dates (1)

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

ADDENDUM No. 1

TO REQUEST FOR PROPOSALS

**FOR J.B. LATHAM TREATMENT PLANT EFFLUENT PUMP STATION AND ENERGY
BUILDING UPGRADES**

**THE PROPOSER SHALL EXECUTE THE CERTIFICATION AT THE END OF THE
ADDENDUM AND SHALL ATTACH THE ADDENDUM TO THE PROPOSAL (NOT TO BE
INCLUDED AS PART OF THE PAGE COUNT).**

Clarification:

The system in the Energy Building should be a monorail, not a jib crane. The monorail will be able to get better clearance to the existing conduits while still getting access in the areas requested. Specs and drawings should all be referencing monorail, not jib crane.

DATED: 5/27/25

Roni Young Grant
Roni Young Grant

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained herein.

DATED: 5/29/25

BIDDER: Pacific Hydrotech Corporation
BY: 

JOSELITO GUINTU, VICE PRESIDENT

“SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

ADDENDUM No. 2

TO REQUEST FOR PROPOSALS

**FOR J.B. LATHAM TREATMENT PLANT EFFLUENT PUMP STATION AND ENERGY
BUILDING UPGRADES**

**THE PROPOSER SHALL EXECUTE THE CERTIFICATION AT THE END OF THE
ADDENDUM AND SHALL ATTACH THE ADDENDUM TO THE PROPOSAL (NOT TO BE
INCLUDED AS PART OF THE PAGE COUNT).**

See the attachment for the typical details called out on the plans.

DATED: 5/29/25

Roni Young Grant

Roni Young Grant

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained herein.

DATED: 5/30/2025

BIDDER: Pacific Hydrotech Corporation

BY: 
JOSELITO QUINTANA, VICE PRESIDENT

Agenda Item

7.B.

Board of Directors Meeting

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Roni Grant, Capital Improvement Program Manager

SUBJECT: JBL and CTP Master Plan Level of Services Facilitation [Project Committees 2 and 15]

Overview

SOCWA has retained Dopudja & Wells Consulting (D&W) to assist in the development of the Request for Proposal (RFP) scope of services for the J.B. Latham Treatment Plant (JBL) and Coastal Treatment Plant (CTP) Master Planning initiative.

In April 2025, D&W facilitated a kickoff meeting with SOCWA and its member agencies to outline the strategic direction and priorities for the master planning effort. During this meeting, it was recommended that a parallel, facilitated process be undertaken to define Levels of Service (LOS) across key service categories for the facilities.

D&W has submitted a proposal (attached) to support this effort, which includes the following key tasks:

- Data Review and Needs Assessment Survey
- Level of Service Workshop
- Development of Level of Service Framework Document
- Project Controls and Coordination

D&W proposed a not-to-exceed amount of \$48,240 on a time and materials basis.

Table 1 shows the allocation of costs by member agency.

Table 1 –Cost Allocation by Member Agency

Agency	PC 2 Common (L)	PC 2 Common (S)	PC 15	Total
City of Laguna Beach			\$13,097.16	\$13,097.16
Emerald Bay Service District			\$723.60	\$723.60
South Coast Water District	\$6,261.55	\$5,019.37	\$10,299.24	\$21,580.16
Santa Margarita Water District	\$5,798.45	\$7,040.63		\$12,839.08
Total	\$12,060.00	\$12,060.00	\$24,120.00	\$48,240.00

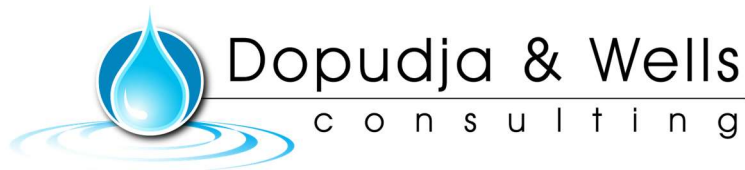
Budget

The level of services facilitation effort will be funded by PC 2 and PC 15 non-cap engineering.

Prior Related Project Committee or Board Action (s)

This item was reviewed and discussed by the Engineering Committee on June 12, 2025. The Engineering Committee recommended awarding the contract to Dopudja & Wells Consulting.

Recommended Action: The Engineering Committee recommends that the PC 2 and PC 15 Board of Directors approve the contract with Dopudja & Wells Consulting in the amount of \$48,240 for Engineering Services for the JBL and CTP master plan level of services facilitation.



May 22, 2025

Ms. Roni Young-Grant, PMP
Associate Engineer
South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

SUBJECT: Proposal to Provide Engineering Services for a Facilitated Discussion to Establish a Level of Service Framework.

Dear Ms. Young-Grant,

Dopudja & Wells Consulting (Dopudja & Wells) is pleased to submit the requested proposal to provide South Orange County Wastewater Authority (SOCWA) engineering support services for leading a facilitated discussion to establish a Level of Service Framework for SOCWA's wastewater services.

Background

SOCWA is a Joint Powers Authority serving nearly 500,000 homes and businesses in south Orange County. Recently, SOCWA has undergone reorganization, which has realigned its agencies participation and has ultimately impacted ownership and participation of two critical SOCWA wastewater treatment plants.

Under a separate engagement, SOCWA has retained Dopudja & Wells to support staff in developing the Request for Proposal (RFP) scope of services for the proposed J.B. Latham (JBL) and Coastal Treatment Plant (CTP) Facility Master Plans. In April 2025, Dopudja & Wells held a kickoff meeting with SOCWA to discuss general interest and priorities for the proposed Facility Master Plans. As part of the discussion, SOCWA identified the need to have a parallel, facilitated engagement to support the development of defined Level of Services (LOS) across key service categories for the wastewater facilities.

Defining LOS is a foundational element of effective strategic planning, capital investments, and operations. By clearly articulating service goals, SOCWA can make informed investment decisions, align with regulatory expectations, and secure confidence in achieving financial sustainability.

Scope of Work

The following scope of work has been developed to accomplish the requested facilitated discussion to establish a LOS Framework as described above. A brief description of each proposed task included in the scope of work is provided below.

Task 1. Data Review and Needs Assessment Survey

To achieve alignment around the proposed LOS goals for wastewater services, Dopudja & Wells will work closely with SOCWA to understand expectations, priorities, and potential performance measures. The team will review existing strategic plans, regulatory requirements, operational and financial data and research LOS industry standards for wastewater treatment and disposal facilities. This data will be used to assist in developing a needs

assessment survey for SOCWA and its member agencies receiving service from the JBL and CTP facilities (participating agencies) to provide preliminary input on service gaps, service categories, and target Levels of Service. Feedback collected under the needs assessment will be assembled in a summary of findings that will be used to prepare materials for a facilitated workshop under Task 2.

Task 1 Summary: Draft and Final needs assessment survey and summary of findings. No other deliverable will be developed for this task and the summary of findings from Task 1 will result in a preliminary LOS framework outline to be used in the subsequent task.

Task 2. Level of Service Workshop

Dopudja & Wells will provide a structured, facilitated workshop to guide SOCWA through the process of identifying critical service categories, defining measurable LOS benchmarks, and assisting with prioritizing LOS goals based on risk factors such as cost and regulatory compliance requirements. This task will consist of one workshop with SOCWA and the participating agencies to support the development of draft LOS Framework criteria. The facilitated workshop process will consist of the following key components:

- Identifying Critical Service Categories
- Review Current and Define Target Levels of Service Indicators
- Align Levels of Service with Organization Goals
- Develop Levels of Service Criteria

Subsequent to the workshop, a draft LOS Framework Outline will be prepared and submitted to SOCWA and the participating agencies for review and comment. Comments received will be incorporated into a final LOS Framework Outline.

Task 2 Summary: One facilitated workshop with all required materials and a workshop report-out summary. Draft and Final LOS Framework Outline based upon workshop results identifying service criteria to be used in the subsequent task.

Task 3. Develop Level of Service Framework Document

The goal of this task will be to develop the LOS Framework document to assist SOCWA with strategic planning, implementing effective capital investments, and achieving a defined standard of service. The LOS Framework will define the overarching standards and benchmarking by which SOCWA provides wastewater services. By clearly articulating service goals, SOCWA will be prepared to make informed investment and capital improvement program decisions, align with regulatory expectations, and secure confidence in achieving financial and operational sustainability. A draft LOS Framework TM will be prepared and circulated to SOCWA and the participants for review and comment and also provided to Moulton Niguel Water District (MNWD) pursuant to the PC-2 Assignment and Assumption Agreement. Up to two, 1-hour virtual meetings will be held to discuss comments and seek consensus among SOCWA and the participants on a final draft. Based upon comments and directions received, Dopudja & Wells will prepare and submit a final LOS Framework Technical Memorandum.

Task 3 Summary: Draft and Final LOS Framework in Technical Memorandum (TM) form. Up to two 1-hour meetings are assumed to discuss and review the Framework document.

Task 3. Project Control

Dopudja & Wells will perform internal and external coordination, project management, QA/QC, and monthly invoicing activities.

Project Team

The proposed scope of work will be performed with a highly qualified team with familiarity with SOCWA. Mr. Stephen Dopudja, P.E. will serve as Project Principal to ensure delivery of the project. Mr. Dopudja has 37 years of experience, with nearly 12 years of direct experience with SOCWA and its member agencies. Mr. Paul Jones, P.E. will serve as the project's Senior Advisor and lead facilitator. Mr. Jones was extensively involved in the recent reorganization of SOCWA and will ensure overall project quality control. Mr. Jason Pivovarov will serve as the Project Lead and Manager for development of the RFP. Mr. Pivovarov has extensive wastewater treatment plant experience, including responsibilities at public agencies such as Inland Empire Utility Agency and Wester Municipal water District.

Schedule

The draft LOS Framework will be delivered eight weeks after notice to proceed pending SOCWA availability for the proposed Task 2 workshop. The Final LOS Framework will be delivered two weeks after comments are received on the Draft LOS Framework. Dopudja & Wells is available to start this Scope of Work immediately.

Proposed Fee

The Scope of Work described above is proposed to be performed on a time and materials basis for a not-to-exceed amount of \$48,240. The proposed fee is detailed in Attachment A. This amount will not be exceeded without written authorization from SOCWA.

Thank you for the opportunity to allow Dopudja & Wells to support SOCWA in these activities. Please feel free to reach out if you have any questions.

Sincerely,

Dopudja & Wells Consulting



Stephen Dopudja, P.E.
President

Ms. Roni Young-Grant, PMP

May 22 , 2025

Page 4

R.C.E 65187

Attachement A - Fee Detail		Project Manager	Senior Advisor	Principal	Admin Support	Total Labor	Total Labor	Task Total
		\$ 355	\$ 385	\$ 375	\$ 140	Hours	\$	\$
Task 1	Data Review and Needs Assessment Survey	5	4	4	1	14	\$ 4,955	\$ 4,955
	Review background documents and material preparation	2	1	1	0	4	\$ 1,470	\$ 1,470
	Needs Assessment Survey	3	3	3	1	10	\$ 3,485	\$ 3,485
Task 2	Level of Service Workshop	24	24	10	2	60	\$ 21,790	\$ 21,790
	Workshop	16	16	6	1	39	\$ 14,230	\$ 14,230
	Draft LOS Framework Technical Memorandum (TM) Outline	8	8	4	1	21	\$ 7,560	\$ 7,560
Task 3	Develop Level of Service Framework Document	24	13	11	2	50	\$ 17,930	\$ 17,930
	Prepare Draft Framework TM	16	8	8	1	33	\$ 11,900	\$ 11,900
	Final Framework TM	4	2	1	1	8	\$ 2,705	\$ 2,705
	Staff review meetings	4	3	2	0	9	\$ 3,325	\$ 3,325
Task 4	Project Control	1	2	2	7	14	\$ 3,565	\$ 3,565
	Project Management	2	0	0	6	8	\$ 1,550	\$ 1,550
	QA/QC	1	2	2	1	6	\$ 2,015	\$ 2,015
Total, Hours		54	43	27	12	138		
Total, \$		\$ 19,170	\$ 16,555	\$ 10,125	\$ 1,680		\$ 48,240	\$ 48,240

Agenda Item

8.A.

Board of Directors Meeting

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Dina Ash, Human Resources Administrator

SUBJECT: Resolution 2025-09: A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges to the July 1, 2025, to June 30, 2028, Memorandum of Understanding ("MOU") between the South Orange County Wastewater Authority and the SOCWA Employee Association

Summary/Discussion

With the approval of the SOCWA Employee Association MOU on June 5, 2025, the Authority authorized a Cost of Living Increase of 3%.

Therefore, beginning July 1, 2025, the salary ranges in the MOU in Exhibit "B" have been increased by 3%.

Recommended Action: Staff recommends that the Board of Directors approve Resolution 2025-09, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges to the July 1, 2025, to June 30, 2028, Memorandum of Understanding ("MOU") between the South Orange County Wastewater Authority and the SOCWA Employee Association.

Attachment(s): SOCWA-OCEA MOU
Resolution No. 2025-09

RESOLUTION NO.2025-09

**A RESOLUTION APPROVING NEW EMPLOYEE SALARY RANGE SUMMARY
AND EMPLOYEE JOB CLASSIFICATION SALARY SCHEDULE TO THE JULY 1,
2025, TO JUNE 30, 2028, MEMORANDUM OF UNDERSTANDING BETWEEN THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY AND THE SOCWA
EMPLOYEE ASSOCIATION**

WHEREAS, the employees represented by the South Orange County Wastewater Authority Employee Association (SEA) are a viable and important part of the SOCWA organization; and

WHEREAS, the SEA has met and conferred in good faith with the designated Authority representatives for the adoption of the current Memorandum of Understanding applicable to the period July 1, 2025, to June 30, 2028 ("**MOU**"); and

WHEREAS, the MOU establishes Salary Adjustments on an annual basis, and thereby requires the adjustment of Exhibit "B" Job Classification Salary Schedule to the MOU in each annual period for the purposes of maintaining a current Salary Range Summary and Job Classification Salary Schedule; and

WHEREAS, the SOCWA now desires to approve a revised Exhibit "B" Job Classification Salary Schedule to the MOU to memorialize the percentage change of 3%, the same begin consistent with the terms of the MOU.

NOW, THEREFORE, the Board of Directors of the South Orange County Wastewater Authority does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The MOU provides that salary adjustments will be made according to MOU Section IV Compensation (C). The MOU salary adjustment will be 3%. Therefore, beginning July 1, 2025, the salary schedules in Exhibit "B" have been increased 3%.

Section 2. The General Manager or the Chairperson of the Board of Directors is authorized to attach to the MOU for the period July 1, 2025, to June 30, 2028, the revised Exhibit "B" attached hereto.

Section 3. The Secretary of SOCWA shall certify the adoption of Resolution No. 2025-09 and shall maintain a certified copy thereof at the principal office of SOCWA.

PASSED AND ADOPTED this 23rd day of June 2025.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

By: _____
Frank Ury, Chairman

By: _____
Amber Boone., Board Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, AMBER BOONE, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY ("SOCWA"), do hereby certify that the foregoing Resolution No. 2025-09 was duly adopted by the SOCWA Board of Directors at their Board Meeting held on the 23rd day of June 2025 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: June 23, 2025

Amber Boone, Secretary/Acting General Manager
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, AMBER BOONE, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY ("SOCWA"), do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2025-09 of said Board and that the same has not been amended or repealed.

Dated: June 23, 2025

Amber Boone, Secretary/Acting General Manager
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
AND THE
SOCWA EMPLOYEE ASSOCIATION

July 1, 2025 to June 30, 2028

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SECTION I

A. RECOGNITION

The South Orange County Wastewater Authority, hereinafter referred to collectively as the "Agency," recognize the SOCWA Employee Association, hereinafter referred to as the "SEA", as the exclusive recognized employee organization for matters within the scope of representation for the classifications shown in Exhibit "A".

B. DURATION

This Memorandum of Understanding shall become effective as of July 1, 202~~5~~⁴ and shall remain in full force and effect until June 30, 202~~8~~⁵ and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of their desire to modify or terminate this Agreement.

C. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that SEA hereto voluntarily and unqualifiedly waives its rights, and agrees that the Agency will not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Except in cases of emergency as provided by Government Code Section 3504.5, the Agency shall provide reasonable written notice to the SEA of any ordinance, resolution; rule or regulation directly related to matters within the scope of representation proposed to be adopted by the Agency Board of Directors and shall give SEA the opportunity to meet with the Agency representatives.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in writing signed by both parties and approved and implemented by the Agency Board of Directors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

D. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, and federal and state regulations. If any part of a provision of this Memorandum of Understanding is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

E. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Memorandum of Understanding, all management rights, including the control, direction, and supervision of all SOCWA operations and personnel are vested in the Agency. Such functions include, but are not limited to, the right to hire new employees; to direct the work force; to determine the types and kind of services to be provided; to hire outside companies and vendors to perform services; to increase and decrease the amount of work available; to schedule and assign work; to determine the number of work shifts and hours of work; to subcontract work; to determine the types of work to be performed; to establish and enforce job standards; qualifications; conduct and safety regulations; to determine job content; and to change materials, processes, services, equipment, jobs, operations, locations and the number and type of facilities. The Agency also retains the right to hire, transfer, promote, demote, layoff and recall employees and to discharge, suspend and discipline employees for just cause.

F. NO STRIKE OR LOCKOUT

During the term of this Memorandum of Understanding, the employees, their agents and representatives, including, but not limited to, SEA will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slow down, concerted stoppage of work, sick- out, or any other disruption of the operations of the Agency, regardless of the reason for so doing. Any employee engaging in such activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to and including termination.

During the term of this Memorandum of Understanding, the Agency will not institute a lockout over a dispute with the employees so long as there is no breach of the above no-strike provision.

G. DUES DEDUCTIONS AND NEW HIRE ORIENTATION

The Agency will deduct from each regular paycheck of all employees who have submitted a Dues, Deduction to SEA and remit to the SEA Treasurer, the dues, initiation fees and assessments for each employee as required by California law.

Authorizations for payroll deductions and authorizations to stop payroll deductions will be submitted in writing by the employee to the SEA Treasurer.

The Association will receive no less than 10 days written notice (via email) in advance of an orientation for new hires whose positions are within their bargaining unit, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the SOCWA's operations that was not reasonably foreseeable. The Association representative shall have 15 minutes during the orientation, or a longer time if mutually agreed upon, to present information to the new hire(s) related to the Association and MOU. Within 30 days of the date of hire, the SOCWA shall provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the SOCWA and the home address of the new hire (personal information may be excluded upon written request of the employee as set forth in Government Code section 6254.3(c)). In addition, the SOCWA shall provide the same information for all employees in the bargaining unit to the Association every six months.

H. USE OF AGENCY FACILITIES

SEA may use Agency facilities to hold general membership and Board of Directors meetings with employees. Reasonable release time will be allowed to conduct Association business, subject to approval by the General Manager. Such requests must be made in writing to the Human Resources Department at least 48 hours prior to the date requested. Approval will be granted unless prior Agency use of the facility is scheduled. This permission to use Agency facilities is subject to revocation upon ten (10) days' notice to the SEA.

I. ACCRUAL OF NEW OR EXISTING FACILITIES

In the event any new or existing plant and/or facility is acquired by, or comes under the control or direction of the Agency during the time of this Memorandum of Understanding, the parties agree that the employees of any such plants and/or facilities, occupying positions identical, or substantially similar to, and/or performing job duties identical, and/or substantially similar to classifications contained herein, shall be governed by the provisions of this Agreement to the extent allowed by law. In the event that there is any discrepancy between policies, procedures, or other practices currently governing such employees, the current MOU between SOCWA and SEA and the personnel policies of the Agency would govern.

J. AGENDAS

Agendas of SOCWA Board of Director meetings will be furnished to SEA at no charge.

K. AMERICANS WITH DISABILITIES ACT

The parties recognize that they are subject to the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act ("FEHA"), and that these laws may require, among other things, that the Agency provide reasonable accommodation to employees with disabilities. Accordingly, the Agency is permitted to take all actions necessary to comply with the ADA and FEHA.

SECTION II EMPLOYMENT

A. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the

probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least six (6) and up to nine (9) months probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
 5. Reclassification. When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
 6. Performance Evaluation: Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date). Such evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

B. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday and end on Saturday. The designated work schedule will include a one half-hour lunch period for which the employee will be compensated.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the general manager at his or her sole discretion.

Current work schedules available year –around are:

5 days per week, 8 hours per day (5/40) 9 days per pay period (9/80)

4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

Employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.
4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

C. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:

- a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this MOU.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.

a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. An SEA representative will be permitted at a mutually agreed upon time so as not to negatively impact agency operations, as a neutral observer of the discussion in the event the employee so chooses. Management retains the right to have a representative from Human Resources present at such a grievance meeting.

b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One, employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter. The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.

c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two, employees may submit the grievance in writing to the Department Director, within seven (7) calendar days thereafter. The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

d. Step Four: If the grievance is not resolved in the Third Step, the aggrieved employee may submit it in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received. The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance and shall deliver his/her answer in writing within seven (7) calendar days after such meeting.

After Step One, failure of the aggrieved employee to follow the timeline set

forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

D. DISCIPLINARY ACTIONS

1. Disciplinary actions shall be administered as set forth in the SOCWA Employee Manual, except that a disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed by the SEA to final and binding arbitration.
 - a. The appeal to arbitration shall be made in writing to the General Manager.
 - b. Within ten (10) calendar days of the appeal to arbitration, the parties shall either mutually select an impartial arbitrator or jointly make a request to the State Mediation & Conciliation Service to provide a list of seven names to the parties.
 - c. Within Five (5) working days of receipt of the State Mediation & Conciliation Service list, the parties shall select an arbitrator from said list by alternatively striking names until only one name remains. The party starting first shall be determined by a coin flip.
 - d. The cost of the arbitrator shall be shared equally by SOCWA and SEA.
 - e. An employee shall suffer no loss of pay for the time spent as a witness at an arbitration hearing held pursuant to this procedure.
 - f. The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing.
 - g. The decision of the arbitrator shall be final and binding.

E. LAYOFF PROCEDURES

Business and operational needs may necessitate a decrease in the number of employees. Layoffs are not used for disciplinary reasons or to discriminate against any protected person or group. Layoffs are to be determined by the General Manager to meet current staffing needs. In determining who is to be affected by a layoff, the General Manager will consider the length of service of each employee and the individual skills and abilities of each employee. The Agency reserves the right to add, delete or modify individual job responsibilities to maintain maximum operating efficiency.

Should a reduction-in-force be deemed necessary, the Agency will observe the following procedures:

1. Order of Layoff:
 - a. Temporary employees.

- b. Probationary employees who have not yet completed their probation, excluding promotional probationary employees who shall be considered full-time employees.
- c. Full-time employees.

In each of the above categories when a reduction in the work force is necessary, the Agency will select employees for layoff based on consideration of all of the following factors:

- 1) Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, or Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility).
- 2) Past and present performance based on performance evaluations.
- 3) Demonstrated special skills/abilities of the individual employee.
- 4) Inter-agency cross training.
- 5) Education and/or job certification beyond the minimum required.

It is to be noted that when all other factors are equal, length of continuous service will be the determining factor when evaluating persons for layoff.

All SOCWA employees, whether in Operations, Maintenance, Laboratory or other Departments, will be considered for available job openings within respective departments (at all plant facilities), to avoid layoffs.

An employee who holds a higher-level position within a Department (such as Operations, Maintenance or Laboratory) may be placed (bumped) into a lower level position within the same Department for which the employee is qualified in order to avoid a layoff. This may necessitate the layoff of an employee holding a lower level position. For purposes of this section, "qualification" is presumed where the person has held the position previously with the Agency or where the person meets the minimum qualifications for the position. An employee may not have "bumping" rights in the event an entire classification is eliminated unless they have previously held a like position within SOCWA that would qualify them for such position. The Agency's decision to abolish a position is not subject to the employee's right of appeal or grievance.

- 2. Y-Rate: An employee's salary is Y-Rated or frozen when the employee bumps into a lower level position for which the top range of the salary scale is below the employee's salary in his/her previous position. The employee will continue to receive his former salary and will be frozen at this salary level until such time as subsequent general salary increases cause the top range of the salary scale for the lower level position to exceed the employee's salary at the Y-Rate. The employee's salary anniversary date shall not change. If the employee's salary rate in the lower level position is below the top of the range for that position, he/she shall be entitled to be considered for normal salary increases.

3. Notification to Employees: Written notices of layoff shall be served to employees personally at work whenever practicable. The notice of layoff shall include the proposed effective date of the layoff. The Agency shall give at least thirty (30) days' notice of layoff to affected employees.
4. Status on Re-employment: An employee who is laid off according to this policy and is subsequently re-hired within eighteen (18) months from the date of his/her layoff to a regular, full-time position will receive the following considerations and benefits:
 - a. All unpaid sick leave at the time of the layoff will be credited to the employee's account when employment is restored; and
 - b. All prior service is credited for all purposes.
5. Recall: Recall will be in reverse order of layoff, with the recall list being maintained for a period of eighteen (18) months. The employee must qualify for such position being recalled by holding a like position when previously employed with SOCWA.

Laid-off employees are eligible for recall for up to eighteen (18) months.
6. Separation Pay: Regular full-time employees whose employment with the Agency terminates due to a reduction-in-force or layoff are eligible to receive separation pay equivalent to two (2) weeks salary providing an employee has completed at least six (6) months to one (1) full year of continuous service to the Agency, with an additional week for every full year of employment thereafter. Receipt of separation pay will not impact a terminated employee's right to apply for unemployment insurance benefits. All employees affected by a layoff are eligible for unemployment and COBRA benefits as provided by law.

Manner in Which Points are Calculated Under SOCWA - SEA Layoff Provision:

1. Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility). This factor will have a **maximum** weight of 12 points, with each full year of service up to 12 years receiving one point.
2. Past and present performance based on the two most recent performance evaluations. This factor will have a **maximum** weight of 5 points to be determined as outlined below:

For Each Performance Review:

Superior or Outstanding	2.5
Exceeds Expectations or Above Standard	2
Meets Standard or Standard	1
Needs Improvement	0
Unsatisfactory	-.5

This could give a maximum total of 5 points after reviewing the two most recent performance evaluations.

Example:

2 Superior or Outstanding = 5

2 Exceeds Expectations or Above Standard = 4

Above standard or Exceeds Expectations & 1 standard or Meets Standard = 3

2 Standards or 2 Meets Standard = 2

1 Standard or Meets Standard & 1 needs improvement = 1

3. Demonstrated special skills/abilities of the individual employee. This factor will have a **maximum** weight of 5 points to be determined by how many relevant special skills/abilities the employee will bring into the job that are not requirements in the job description. Each additional skill/ability will be counted as one point, up to a **maximum** of 5 total points for this category. Skills/abilities will be determined by the Agency.

The following types of demonstrated skills/abilities are examples of what may be determined to be relevant, depending on the circumstances: Welding skills, truck driving, heavy equipment operator skills, carpentry skills, electrical experience, computer skills, etc. This is not intended to be an exhaustive list.

4. Cross-training: This factor will have a **maximum** weight of 5 points to be determined by the number of different Agency/jobs/departments the employee has been cross-trained in.

Example:

Cross-training at different plant (minimum 1-year at each facility) = 2 points

Cross-training in separate department at same plant (until proficient at task/job) = 1 points

SOCWA cross-training program (minimum 120 hours at different plant) = 1 points

5. Education and/or job certification beyond the minimum required per the job description. This factor will have a **maximum** weight of 5 points and will be determined by giving one point for any certification above the minimum required (i.e., an Operator in a position requiring a Grade II certificate will receive 2 points if he/she has a Grade IV certificate). Additional points may be given in the Agency discretion for (a) any job-related class that has been approved by the Agency and successfully completed by the employee, or (b) other relevant education deemed beneficial to the long-term interests of the Agency.

SECTION III BENEFITS

A. VACATION

1. Accrual Rates:

For employees hired prior to July 1, 2014, the following applies:

Full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

- First year through five years of employment - 96 hours per year.
- Sixth year through tenth year of employment - 120 hours per year.
- After ten years of employment - 160 hours per year.

1(b) For employees hired on or after July 1, 2014, the following applies:

- First year through five years of employment - 80 hours per year.
 - Sixth year through tenth year of employment - 120 hours per year. After ten years of employment - 160 hours per year.
2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.
 3. All vacation time must have prior approval. The Director may approve vacation requests up to three (3) days.
 4. Vacation requests for over three (3) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
 5. No vacation time for over thirty (30) hours shall be taken without prior approval of the General Manager or his/her designee.
 6. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
 7. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee, except in cases of an emergency as determined by the General Manager, his/her designee or the Assistant General Manager/Director of Operations.
 8. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
 9. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year, nor may an employee receive pay in lieu of taking a vacation, without prior approval of the General Manager. Every effort shall be made by the employees to schedule at least one continuous forty (40) hour (one week) vacation during the year.

10. Eligible new hires shall accrue vacation beginning with the date of hire, but may not utilize such during the first six (6) months of their probationary period.
11. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal holidays, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)

President's Day (third Monday in February) Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September) Veteran's Day (November 11) Thanksgiving Day

Thanksgiving Holiday (Friday after Thanksgiving Day) Christmas Day (December 25)

2. Holiday overtime pay will only be paid for working on the above nine dates, the actual day of the holiday
3. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
4. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
5. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. Personal days must be taken as a full day off. Advanced notification of an employee's use of a personal day is encouraged, but not required. Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9 or 10 hour shift).

6. All Part-time employees are eligible to receive 1 ½ days of Personal Leave per calendar year.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal holidays.

7. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
8. All employees eligible to receive paid holidays, and who are scheduled by management to work on the holiday, shall be paid at one and one-half times their normal rate of pay. This is in addition to the holiday pay (or day off in lieu) at eight or nine hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive eight, nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond eight, nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.

SOCWA shall solicit from employees their interest in working their regular schedule and the holiday itself. Then, Management shall determine the staffing needs for the week, taking into account the employees' requests. If more employees would prefer to work their regular schedule and the holiday then is determined by Management to be necessary, then Management shall schedule employees by seniority to work their regular schedule and the holiday with the most senior employees being scheduled first.(Notwithstanding the above, if a holiday occurs on an employee's regularly scheduled workday, the employee(s) shall have 1st choice to work on the holiday. If there are more employees in the classification than determined by Management to be scheduled to work on the holiday, then the most senior employee(s) will be scheduled to work on the holiday.) Conversely, if less than the required number of employees, as determined by Management, want to work their regular schedule plus the holiday, Management shall schedule the least senior employees to fill the additional staffing needs. Seniority shall be determined by date of hire with SOCWA.

9. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All full-time employees hired prior to July 1, 2014; earn ninety-six (96) hours of sick leave per year. All full-time employees hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year. Employees shall accrue sick leave beginning with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
2. Part-time regular employees who work at least forty (40) hours in a pay period shall accrue sick leave subject to Paragraph 1 above, but it shall be prorated on the basis of the number of hours worked per week versus a 40 hour week, and in no case shall it be less than the amount required by applicable law. Other part- time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Not more than forty-eight (48) hours of sick leave per calendar year may be taken in cases where an employee's presence is required elsewhere to attend to the illness

of an "immediate family member". An employee's "immediate family" includes a registered domestic partner, spouse, parent, child, brother, sister, grandparent, and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) A non-serious illness or disability is defined as one that is not covered under the Family and Medical Leave Act of 1993. Employee leave for the serious health condition of members of their immediate family is governed by the Agency Family Leave policy as detailed in the Employee Manual.

4. The General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate may be mandatory in order to return to work.
5. An employee may carry over a maximum of two hundred forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of one hundred seventy six (176) hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees, who have given at least two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above one hundred seventy six (176) hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for unused sick leave at a rate of 75% upon retirement (remaining 25% converting to service credit with CalPERS). Departing retiring employees have the option to convert 100% of their unused sick leave to service credit with CalPERS.

D. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN FOR EMPLOYEES

1. Full-time and part-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Full-time employees and their dependents are provided with group health insurance

coverage under the CalPERS PEMHCA program. The Agency shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Agency shall pay to CalPERS, on behalf of each employee and retired employee who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Government Code Section 22892(b)(2) ("PEMHCA Minimum").

3. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork will be required.

The PEMHCA Minimum is established by CalPERS and may change annually. Additional employer contributions shall be provided in accordance with the terms set forth in this Section D and Section E below.

4. Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution set forth in paragraph #2 above and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.
5. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.
6. The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #3 above.
7. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
8. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300.00 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager.

Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.

9. The post-retirement health insurance plan must be selected from the health care plans provided to other full-time SOCWA employees in accordance with requirements of the PERS Program, which may be revised from time to time.

E. RETIREE HEALTH INSURANCE

1. Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2. The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

- a) Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and

a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by

the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section E.2.a enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retirees enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

- b) Employees hired on or after July 1, 2017.
 - Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section E.2.b enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's

responsibility.

- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200 during the term of this MOU. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third party administrator selected by the Agency.

F. LONG-TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

G. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees in an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes).
2. It is mandatory that each employee notify the Human Resource Department whenever any additions or deletions occur in the status of his/her dependents, as well as any desired change in beneficiary data.

H. RETIREMENT

1. PERS Retirement Plans
 - a. All regular full and part-time employees' are covered by the Public Employees' Retirement System (PERS). Employees hired prior to February 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
 - b. Employees hired after February 2011 but prior to January 1, 2013, and employees that are hired after January 1, 2013 but qualify as an existing PERS "Classic" employee will be on the 2% at 55 formula with the employee paying the full employee contribution.
 - c. Employees hired after of January 1, 2013 that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

I. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution for deferred compensation during the term of this MOU up to \$1,500.00 per fiscal year.

J. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency's

separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed; the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear- and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the department head. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (as defined herein as Exhibit B attached).
2. Pay days are on a biweekly basis - every other Thursday.

B. BONUS/MERIT POOL

During the term of this agreement a merit pay pool equal to approximately 3.0% of the salaries of all employees covered by this MOU will be established for the purpose of awarding merit/bonus increases. Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager.

The total amount of meritorious salary increases shall not exceed the 3.0% merit pay pool in any fiscal year. SOCWA will provide training for supervisors and managers to assure compliance with this section.

In the event an employee covered by this MOU receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a monetary bonus, which shall not be considered as reportable compensation to CalPERS..

C. SALARY ADJUSTMENTS

1. All employees shall receive a ~~63.0~~ percent (~~63.0~~%) cost-of-living increase, effective the first full pay period which includes July 1, 2025~~4~~.
2. Effective July 1, 2026, all employees shall receive a salary adjustment equal to the Los Angeles-Long Beach-Anaheim CPI-U for the preceding 12 months ending in March 2026, subject to a one percent (1%) minimum and four percent (4%) maximum. If the CPI is higher than five percent (5%) for that period, the parties shall reopen on wages for the next fiscal year (2026-2027).
3. Effective July 1, 2027, all employees shall receive a salary adjustment equal to the Los Angeles-Long Beach-Anaheim CPI-U for the preceding 12 months ending in March 2027 subject to a one percent (1%) minimum and a five percent (5%) maximum. If the CPI increase for that period is greater than five percent (5%), the parties shall reopen on wages for the next fiscal year (2027-2028).

D. INCENTIVE PAY

Education Certification Incentive Program

Employees who obtain a job-related educational certificate which exceeds their minimum job requirements are eligible to receive an incentive pay increase and shall be considered as reportable special compensation for each certificate received in accordance with Agency policy. Certificates must be recognized by CWEA, State Water Resource Board and NCCCO.

1. For Employees hired prior to July 1, 2017:
 - a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% of base pay reported as special compensation.
 - Any Grade III employees may receive an additional 2.5% of base pay reported as educational incentive if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
 - b. Employees will receive a 2.5% of base pay reported as special compensation upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:
 - a. Employees will receive a one-time lump sum educational incentive of \$800.00 payment on achieving a Grade 2.
 - b. Employees will receive a one-time lump sum educational incentive of \$800.00 payment upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
 - c. Employees will receive a one-time lump sum educational incentive of \$1200.00 payment upon achieving a Grade 3 or higher certification.

D. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities as assigned in addition to their regular pay.
2. Standby duties require an operations employee to be available upon forty-five (45) minutes' notice, on a twenty-four hour basis.

Maintenance and Electrical employees to report within 90-minutes.

3. A mobile phone will be provided for **all** personnel. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost.
4. When any employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay. The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regularly hourly rate.

E. COMPENSATORY TIME OFF

Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.

Date: _____

Date: _____

~~Matt Collings~~ Frank Ury
Chairperson, Board of Directors
South Orange County Wastewater
Authority

~~Daniel Grilley~~ Joshua Papas, SEA
President
For South Orange County Wastewater
Authority Employee Association

Charles Barfield,
General Manager
OCEA

EXHIBIT "A" SOCWA

SOCWA EMPLOYEE ASSOCIATION SEA REPRESENTED CLASSIFICATIONS

Operator Grade III
Operator Grade II
Operator Grade I
Operator in Training

Maintenance Mechanic III / Truck Driver
~~Truck Driver~~ / Maintenance Mechanic II
Maintenance Mechanic II
Maintenance Mechanic I

~~O & M Inventory / Purchasing Specialist~~ Procurement Technician

Sr. Electrician / SCADA Technician ~~Maintenance Mechanic III~~
~~w/Co-gen~~ Lead Electrical / Instrumentation Technician
Electrical Instrumentation Technician
Electrical Technician

Laboratory Q&A Specialist
Laboratory Technician III
Laboratory Technician II
Laboratory Technician I
Laboratory Aide/Sampler
~~Laboratory Q&A Specialist~~

EXHIBIT "B" SOCWA

EXHIBIT "B"

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

MEMORANDUM OF UNDERSTANDING - JOB CLASSIFICATION SALARY SCHEDULE

REVISED 7/1/2025 w/COLA of 3%

SEA Represented Classifications / Non-Exempt

Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Operator Grade III	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Operator Grade II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Operator Grade I	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13
Operator in Training	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93
<i>Maintenance</i>					
Maintenance Mechanic III / Truck Driver	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Maintenance Mechanic III	42.5	\$ 51.75	\$ 66.04	\$ 8,970.00	\$ 11,446.93
Maintenance Mechanic II	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Maintenance Mechanic I	36	\$ 37.67	\$ 48.08	\$ 6,529.47	\$ 8,333.87
Procurement Technician	40.5	\$ 46.94	\$ 59.90	\$ 8,136.27	\$ 10,382.67
<i>Support Services</i>					
Sr. Electrician/SCADA Technician	45	\$ 58.40	\$ 74.60	\$ 10,122.67	\$ 12,930.67
Lead Electrical/Instrumentation Technician	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Electrical/Instrumentation Technician	42	\$ 50.47	\$ 64.45	\$ 8,748.13	\$ 11,171.33
Electrical Technician	40	\$ 45.79	\$ 58.40	\$ 7,936.93	\$ 10,122.67
<i>Laboratory Services</i>					
Laboratory Q&A Specialist	44.5	\$ 57.10	\$ 72.82	\$ 9,897.33	\$ 12,622.13
Laboratory Technician III	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Laboratory Technician II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Laboratory Technician I	39	\$ 43.65	\$ 55.68	\$ 7,566.00	\$ 9,651.20
Laboratory Aide/Sampler	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
AND THE
SOCWA EMPLOYEE ASSOCIATION

July 1, 2025 to June 30, 2028

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SECTION I

A. RECOGNITION

The South Orange County Wastewater Authority, hereinafter referred to collectively as the "Agency," recognize the SOCWA Employee Association, hereinafter referred to as the "SEA", as the exclusive recognized employee organization for matters within the scope of representation for the classifications shown in Exhibit "A".

B. DURATION

This Memorandum of Understanding shall become effective as of July 1, 2025 and shall remain in full force and effect until June 30, 2028 and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of their desire to modify or terminate this Agreement.

C. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that SEA hereto voluntarily and unqualifiedly waives its rights, and agrees that the Agency will not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Except in cases of emergency as provided by Government Code Section 3504.5, the Agency shall provide reasonable written notice to the SEA of any ordinance, resolution; rule or regulation directly related to matters within the scope of representation proposed to be adopted by the Agency Board of Directors and shall give SEA the opportunity to meet with the Agency representatives.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in writing signed by both parties and approved and implemented by the Agency Board of Directors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

D. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, and federal and state regulations. If any part of a provision of this Memorandum of Understanding is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

E. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Memorandum of Understanding, all management rights, including the control, direction, and supervision of all SOCWA operations and personnel are vested in the Agency. Such functions include, but are not limited to, the right to hire new employees; to direct the work force; to determine the types and kind of services to be provided; to hire outside companies and vendors to perform services; to increase and decrease the amount of work available; to schedule and assign work; to determine the number of work shifts and hours of work; to subcontract work; to determine the types of work to be performed; to establish and enforce job standards; qualifications; conduct and safety regulations; to determine job content; and to change materials, processes, services, equipment, jobs, operations, locations and the number and type of facilities. The Agency also retains the right to hire, transfer, promote, demote, layoff and recall employees and to discharge, suspend and discipline employees for just cause.

F. NO STRIKE OR LOCKOUT

During the term of this Memorandum of Understanding, the employees, their agents and representatives, including, but not limited to, SEA will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slow down, concerted stoppage of work, sick- out, or any other disruption of the operations of the Agency, regardless of the reason for so doing. Any employee engaging in such activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to and including termination.

During the term of this Memorandum of Understanding, the Agency will not institute a lockout over a dispute with the employees so long as there is no breach of the above no-strike provision.

G. DUES DEDUCTIONS AND NEW HIRE ORIENTATION

The Agency will deduct from each regular paycheck of all employees who have submitted a Dues, Deduction to SEA and remit to the SEA Treasurer, the dues, initiation fees and assessments for each employee as required by California law.

Authorizations for payroll deductions and authorizations to stop payroll deductions will be submitted in writing by the employee to the SEA Treasurer.

The Association will receive no less than 10 days written notice (via email) in advance of an orientation for new hires whose positions are within their bargaining unit, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the SOCWA's operations that was not reasonably foreseeable. The Association representative shall have 15 minutes during the orientation, or a longer time if mutually agreed upon, to present information to the new hire(s) related to the Association and MOU. Within 30 days of the date of hire, the SOCWA shall provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the SOCWA and the home address of the new hire (personal information may be excluded upon written request of the employee as set forth in Government Code section 6254.3(c)). In addition, the SOCWA shall provide the same information for all employees in the bargaining unit to the Association every six months.

H. USE OF AGENCY FACILITIES

SEA may use Agency facilities to hold general membership and Board of Directors meetings with employees. Reasonable release time will be allowed to conduct Association business, subject to approval by the General Manager. Such requests must be made in writing to the Human Resources Department at least 48 hours prior to the date requested. Approval will be granted unless prior Agency use of the facility is scheduled. This permission to use Agency facilities is subject to revocation upon ten (10) days' notice to the SEA.

I. ACCRUAL OF NEW OR EXISTING FACILITIES

In the event any new or existing plant and/or facility is acquired by, or comes under the control or direction of the Agency during the time of this Memorandum of Understanding, the parties agree that the employees of any such plants and/or facilities, occupying positions identical, or substantially similar to, and/or performing job duties identical, and/or substantially similar to classifications contained herein, shall be governed by the provisions of this Agreement to the extent allowed by law. In the event that there is any discrepancy between policies, procedures, or other practices currently governing such employees, the current MOU between SOCWA and SEA and the personnel policies of the Agency would govern.

J. AGENDAS

Agendas of SOCWA Board of Director meetings will be furnished to SEA at no charge.

K. AMERICANS WITH DISABILITIES ACT

The parties recognize that they are subject to the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act ("FEHA"), and that these laws may require, among other things, that the Agency provide reasonable accommodation to employees with disabilities. Accordingly, the Agency is permitted to take all actions necessary to comply with the ADA and FEHA.

SECTION II EMPLOYMENT

A. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the

probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least six (6) and up to nine (9) months probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
 5. Reclassification. When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
 6. Performance Evaluation: Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date). Such evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

B. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday and end on Saturday. The designated work schedule will include a one half-hour lunch period for which the employee will be compensated.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the general manager at his or her sole discretion.

Current work schedules available year –around are:

5 days per week, 8 hours per day (5/40) 9 days per pay period (9/80)

4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

Employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.
4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

C. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:

- a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this MOU.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.

- a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. An SEA representative will be permitted at a mutually agreed upon time so as not to negatively impact agency operations, as a neutral observer of the discussion in the event the employee so chooses. Management retains the right to have a representative from Human Resources present at such a grievance meeting.
- b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One, employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter. The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.

- c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two, employees may submit the grievance in writing to the Department Director, within seven (7) calendar days thereafter. The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.
- d. Step Four: If the grievance is not resolved in the Third Step, the aggrieved employee may submit it in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received. The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance and shall deliver his/her answer in writing within seven (7) calendar days after such meeting.

After Step One, failure of the aggrieved employee to follow the timeline set

forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

D. DISCIPLINARY ACTIONS

1. Disciplinary actions shall be administered as set forth in the SOCWA Employee Manual, except that a disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed by the SEA to final and binding arbitration.
 - a. The appeal to arbitration shall be made in writing to the General Manager.
 - b. Within ten (10) calendar days of the appeal to arbitration, the parties shall either mutually select an impartial arbitrator or jointly make a request to the State Mediation & Conciliation Service to provide a list of seven names to the parties.
 - c. Within Five (5) working days of receipt of the State Mediation & Conciliation Service list, the parties shall select an arbitrator from said list by alternatively striking names until only one name remains. The party starting first shall be determined by a coin flip.
 - d. The cost of the arbitrator shall be shared equally by SOCWA and SEA.
 - e. An employee shall suffer no loss of pay for the time spent as a witness at an arbitration hearing held pursuant to this procedure.
 - f. The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing.
 - g. The decision of the arbitrator shall be final and binding.

E. LAYOFF PROCEDURES

Business and operational needs may necessitate a decrease in the number of employees. Layoffs are not used for disciplinary reasons or to discriminate against any protected person or group. Layoffs are to be determined by the General Manager to meet current staffing needs. In determining who is to be affected by a layoff, the General Manager will consider the length of service of each employee and the individual skills and abilities of each employee. The Agency reserves the right to add, delete or modify individual job responsibilities to maintain maximum operating efficiency.

Should a reduction-in-force be deemed necessary, the Agency will observe the following procedures:

1. Order of Layoff:
 - a. Temporary employees.

- b. Probationary employees who have not yet completed their probation, excluding promotional probationary employees who shall be considered full-time employees.
- c. Full-time employees.

In each of the above categories when a reduction in the work force is necessary, the Agency will select employees for layoff based on consideration of all of the following factors:

- 1) Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, or Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility).
- 2) Past and present performance based on performance evaluations.
- 3) Demonstrated special skills/abilities of the individual employee.
- 4) Inter-agency cross training.
- 5) Education and/or job certification beyond the minimum required.

It is to be noted that when all other factors are equal, length of continuous service will be the determining factor when evaluating persons for layoff.

All SOCWA employees, whether in Operations, Maintenance, Laboratory or other Departments, will be considered for available job openings within respective departments (at all plant facilities), to avoid layoffs.

An employee who holds a higher-level position within a Department (such as Operations, Maintenance or Laboratory) may be placed (bumped) into a lower level position within the same Department for which the employee is qualified in order to avoid a layoff. This may necessitate the layoff of an employee holding a lower level position. For purposes of this section, "qualification" is presumed where the person has held the position previously with the Agency or where the person meets the minimum qualifications for the position. An employee may not have "bumping" rights in the event an entire classification is eliminated unless they have previously held a like position within SOCWA that would qualify them for such position. The Agency's decision to abolish a position is not subject to the employee's right of appeal or grievance.

- 2. Y-Rate: An employee's salary is Y-Rated or frozen when the employee bumps into a lower level position for which the top range of the salary scale is below the employee's salary in his/her previous position. The employee will continue to receive his former salary and will be frozen at this salary level until such time as subsequent general salary increases cause the top range of the salary scale for the lower level position to exceed the employee's salary at the Y-Rate. The employee's salary anniversary date shall not change. If the employee's salary rate in the lower level position is below the top of the range for that position, he/she shall be entitled to be considered for normal salary increases.

3. Notification to Employees: Written notices of layoff shall be served to employees personally at work whenever practicable. The notice of layoff shall include the proposed effective date of the layoff. The Agency shall give at least thirty (30) days' notice of layoff to affected employees.
4. Status on Re-employment: An employee who is laid off according to this policy and is subsequently re-hired within eighteen (18) months from the date of his/her layoff to a regular, full-time position will receive the following considerations and benefits:
 - a. All unpaid sick leave at the time of the layoff will be credited to the employee's account when employment is restored; and
 - b. All prior service is credited for all purposes.
5. Recall: Recall will be in reverse order of layoff, with the recall list being maintained for a period of eighteen (18) months. The employee must qualify for such position being recalled by holding a like position when previously employed with SOCWA.

Laid-off employees are eligible for recall for up to eighteen (18) months.
6. Separation Pay: Regular full-time employees whose employment with the Agency terminates due to a reduction-in-force or layoff are eligible to receive separation pay equivalent to two (2) weeks salary providing an employee has completed at least six (6) months to one (1) full year of continuous service to the Agency, with an additional week for every full year of employment thereafter. Receipt of separation pay will not impact a terminated employee's right to apply for unemployment insurance benefits. All employees affected by a layoff are eligible for unemployment and COBRA benefits as provided by law.

Manner in Which Points are Calculated Under SOCWA - SEA Layoff Provision:

1. Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility). This factor will have a **maximum** weight of 12 points, with each full year of service up to 12 years receiving one point.
2. Past and present performance based on the two most recent performance evaluations. This factor will have a **maximum** weight of 5 points to be determined as outlined below:

For Each Performance Review:

Superior or Outstanding	2.5
Exceeds Expectations or Above Standard	2
Meets Standard or Standard	1
Needs Improvement	0
Unsatisfactory	-.5

This could give a maximum total of 5 points after reviewing the two most recent performance evaluations.

Example:

2 Superior or Outstanding = 5

2 Exceeds Expectations or Above Standard = 4

Above standard or Exceeds Expectations & 1 standard or Meets Standard = 3

2 Standards or 2 Meets Standard = 2

1 Standard or Meets Standard & 1 needs improvement = 1

3. Demonstrated special skills/abilities of the individual employee. This factor will have a **maximum** weight of 5 points to be determined by how many relevant special skills/abilities the employee will bring into the job that are not requirements in the job description. Each additional skill/ability will be counted as one point, up to a **maximum** of 5 total points for this category. Skills/abilities will be determined by the Agency.

The following types of demonstrated skills/abilities are examples of what may be determined to be relevant, depending on the circumstances: Welding skills, truck driving, heavy equipment operator skills, carpentry skills, electrical experience, computer skills, etc. This is not intended to be an exhaustive list.

4. Cross-training: This factor will have a **maximum** weight of 5 points to be determined by the number of different Agency/jobs/departments the employee has been cross-trained in.

Example:

Cross-training at different plant (minimum 1-year at each facility) = 2 points

Cross-training in separate department at same plant (until proficient at task/job) = 1 points

SOCWA cross-training program (minimum 120 hours at different plant) = 1 points

5. Education and/or job certification beyond the minimum required per the job description. This factor will have a **maximum** weight of 5 points and will be determined by giving one point for any certification above the minimum required (i.e., an Operator in a position requiring a Grade II certificate will receive 2 points if he/she has a Grade IV certificate). Additional points may be given in the Agency discretion for (a) any job-related class that has been approved by the Agency and successfully completed by the employee, or (b) other relevant education deemed beneficial to the long-term interests of the Agency.

SECTION III BENEFITS

A. VACATION

1. Accrual Rates:

For employees hired prior to July 1, 2014, the following applies:

Full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

- First year through five years of employment - 96 hours per year.
- Sixth year through tenth year of employment - 120 hours per year.
- After ten years of employment - 160 hours per year.

1(b) For employees hired on or after July 1, 2014, the following applies:

- First year through five years of employment - 80 hours per year.
 - Sixth year through tenth year of employment - 120 hours per year. After ten years of employment - 160 hours per year.
2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.
 3. All vacation time must have prior approval. The Director may approve vacation requests up to three (3) days.
 4. Vacation requests for over three (3) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
 5. No vacation time for over thirty (30) hours shall be taken without prior approval of the General Manager or his/her designee.
 6. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
 7. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee, except in cases of an emergency as determined by the General Manager, his/her designee or the Assistant General Manager/Director of Operations.
 8. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
 9. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year, nor may an employee receive pay in lieu of taking a vacation, without prior approval of the General Manager. Every effort shall be made by the employees to schedule at least one continuous forty (40) hour (one week) vacation during the year.

10. Eligible new hires shall accrue vacation beginning with the date of hire, but may not utilize such during the first six (6) months of their probationary period.
11. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal holidays, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)
President's Day (third Monday in February) Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September) Veteran's Day (November 11) Thanksgiving Day
Thanksgiving Holiday (Friday after Thanksgiving Day) Christmas Day (December 25)
2. Holiday overtime pay will only be paid for working on the above nine dates, the actual day of the holiday
3. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
4. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
5. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. Personal days must be taken as a full day off. Advanced notification of an employee's use of a personal day is encouraged, but not required. Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9 or 10 hour shift).
6. All Part-time employees are eligible to receive 1 ½ days of Personal Leave per calendar year.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal holidays.

7. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
8. All employees eligible to receive paid holidays, and who are scheduled by management to work on the holiday, shall be paid at one and one-half times their normal rate of pay. This is in addition to the holiday pay (or day off in lieu) at eight or nine hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive eight, nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond eight, nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.

SOCWA shall solicit from employees their interest in working their regular schedule and the holiday itself. Then, Management shall determine the staffing needs for the week, taking into account the employees' requests. If more employees would prefer to work their regular schedule and the holiday then is determined by Management to be necessary, then Management shall schedule employees by seniority to work their regular schedule and the holiday with the most senior employees being scheduled first. (Notwithstanding the above, if a holiday occurs on an employee's regularly scheduled workday, the employee(s) shall have 1st choice to work on the holiday. If there are more employees in the classification than determined by Management to be scheduled to work on the holiday, then the most senior employee(s) will be scheduled to work on the holiday.) Conversely, if less than the required number of employees, as determined by Management, want to work their regular schedule plus the holiday, Management shall schedule the least senior employees to fill the additional staffing needs. Seniority shall be determined by date of hire with SOCWA.

9. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All full-time employees hired prior to July 1, 2014; earn ninety-six (96) hours of sick leave per year. All full-time employees hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year. Employees shall accrue sick leave beginning with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
2. Part-time regular employees who work at least forty (40) hours in a pay period shall accrue sick leave subject to Paragraph 1 above, but it shall be prorated on the basis of the number of hours worked per week versus a 40 hour week, and in no case shall it be less than the amount required by applicable law. Other part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Not more than forty-eight (48) hours of sick leave per calendar year may be taken in cases where an employee's presence is required elsewhere to attend to the illness

of an "immediate family member". An employee's "immediate family" includes a registered domestic partner, spouse, parent, child, brother, sister, grandparent, and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) A non-serious illness or disability is defined as one that is not covered under the Family and Medical Leave Act of 1993. Employee leave for the serious health condition of members of their immediate family is governed by the Agency Family Leave policy as detailed in the Employee Manual.

4. The General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate may be mandatory in order to return to work.
5. An employee may carry over a maximum of two hundred forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of one hundred seventy six (176) hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees, who have given at least two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above one hundred seventy six (176) hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for unused sick leave at a rate of 75% upon retirement (remaining 25% converting to service credit with CalPERS). Departing retiring employees have the option to convert 100% of their unused sick leave to service credit with CalPERS.

D. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN FOR EMPLOYEES

1. Full-time and part-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Full-time employees and their dependents are provided with group health insurance

coverage under the CalPERS PEMHCA program. The Agency shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Agency shall pay to CalPERS, on behalf of each employee and retired employee who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Government Code Section 22892(b)(2) ("PEMHCA Minimum").

3. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork will be required.

The PEMHCA Minimum is established by CalPERS and may change annually. Additional employer contributions shall be provided in accordance with the terms set forth in this Section D and Section E below.

4. Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution set forth in paragraph #2 above and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.
5. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.
6. The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #3 above.
7. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
8. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300.00 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager.

Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.

9. The post-retirement health insurance plan must be selected from the health care plans provided to other full-time SOCWA employees in accordance with requirements of the PERS Program, which may be revised from time to time.

E. RETIREE HEALTH INSURANCE

1. Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2. The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

- a) Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and

a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by

the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section E.2.a enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retirees enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

- b) Employees hired on or after July 1, 2017.
 - Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section E.2.b enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's

responsibility.

- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200 during the term of this MOU. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third party administrator selected by the Agency.

F. LONG-TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

G. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees in an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes).
2. It is mandatory that each employee notify the Human Resource Department whenever any additions or deletions occur in the status of his/her dependents, as well as any desired change in beneficiary data.

H. RETIREMENT

1. PERS Retirement Plans
 - a. All regular full and part-time employees' are covered by the Public Employees' Retirement System (PERS). Employees hired prior to February 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
 - b. Employees hired after February 2011 but prior to January 1, 2013, and employees that are hired after January 1, 2013 but qualify as an existing PERS "Classic" employee will be on the 2% at 55 formula with the employee paying the full employee contribution.
 - c. Employees hired after of January 1, 2013 that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

I. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution for deferred compensation during the term of this MOU up to \$1,500.00 per fiscal year.

J. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency's

separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed; the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear- and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the department head. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (as defined herein as Exhibit B attached).
2. Pay days are on a biweekly basis - every other Thursday.

B. BONUS/MERIT POOL

During the term of this agreement a merit pay pool equal to approximately 3.0% of the salaries of all employees covered by this MOU will be established for the purpose of awarding merit/bonus increases. Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager.

The total amount of meritorious salary increases shall not exceed the 3.0% merit pay pool in any fiscal year. SOCWA will provide training for supervisors and managers to assure compliance with this section.

In the event an employee covered by this MOU receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a monetary bonus, which shall not be considered as reportable compensation to CalPERS..

C. SALARY ADJUSTMENTS

1. All employees shall receive a 3.0 percent (3.0%) cost-of-living increase, effective the first full pay period which includes July 1, 2025.
2. Effective July 1, 2026, all employees shall receive a salary adjustment equal to the Los Angeles-Long Beach-Anaheim CPI-U for the preceding 12 months ending in March 2026, subject to a one percent (1%) minimum and four percent (4%) maximum. If the CPI is higher than five percent (5%) for that period, the parties shall reopen on wages for the next fiscal year (2026-2027).
3. Effective July 1, 2027, all employees shall receive a salary adjustment equal to the Los Angeles-Long Beach-Anaheim CPI-U for the preceding 12 months ending in March 2027 subject to a one percent (1%) minimum and a five percent (5%) maximum. If the CPI increase for that period is greater than five percent (5%), the parties shall reopen on wages for the next fiscal year (2027-2028).

D. INCENTIVE PAY

Education Certification Incentive Program

Employees who obtain a job-related educational certificate which exceeds their minimum job requirements are eligible to receive an incentive pay increase and shall be considered as reportable special compensation for each certificate received in accordance with Agency policy. Certificates must be recognized by CWEA, State Water Resource Board and NCCCO.

1. For Employees hired prior to July 1, 2017:
 - a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% of base pay reported as special compensation.
 - Any Grade III employees may receive an additional 2.5% of base pay reported as educational incentive if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
 - b. Employees will receive a 2.5% of base pay reported as special compensation upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:
 - a. Employees will receive a one-time lump sum educational incentive of \$800.00 payment on achieving a Grade 2.
 - b. Employees will receive a one-time lump sum educational incentive of \$800.00 payment upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
 - c. Employees will receive a one-time lump sum educational incentive of \$1200.00 payment upon achieving a Grade 3 or higher certification.

D. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities as assigned in addition to their regular pay.
2. Standby duties require an operations employee to be available upon forty-five (45) minutes' notice, on a twenty-four hour basis.

Maintenance and Electrical employees to report within 90-minutes.

3. A mobile phone will be provided for **all** personnel. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost.
4. When any employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay. The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regularly hourly rate.

E. COMPENSATORY TIME OFF

Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.

Date: _____

Date: _____

Frank Ury
Chairperson, Board of Directors
South Orange County Wastewater
Authority

Joshua Papas, SEA President

For South Orange County Wastewater
Authority Employee Association

Charles Barfield,
General Manager
OCEA

EXHIBIT “A” SOCWA

SOCWA EMPLOYEE ASSOCIATION SEA REPRESENTED CLASSIFICATIONS

Operator Grade III
Operator Grade II
Operator Grade I
Operator in Training

Maintenance Mechanic III / Truck Driver
Maintenance Mechanic III
Maintenance Mechanic II
Maintenance Mechanic I

Procurement Technician

Sr. Electrician / SCADA Technician
Lead Electrical / Instrumentation Technician
Electrical Instrumentation Technician
Electrical Technician

Laboratory Q&A Specialist
Laboratory Technician III
Laboratory Technician II
Laboratory Technician I
Laboratory Aide/Sampler

EXHIBIT "B" SOCWA

EXHIBIT "B"					
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY					
MEMORANDUM OF UNDERSTANDING - JOB CLASSIFICATION SALARY SCHEDULE					
REVISED 7/1/2025 w/COLA of 3%					
SEA Represented Classifications / Non-Exempt					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Operator Grade III	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Operator Grade II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Operator Grade I	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13
Operator in Training	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93
<i>Maintenance</i>					
Maintenance Mechanic III / Truck Driver	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Maintenance Mechanic III	42.5	\$ 51.75	\$ 66.04	\$ 8,970.00	\$ 11,446.93
Maintenance Mechanic II	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Maintenance Mechanic I	36	\$ 37.67	\$ 48.08	\$ 6,529.47	\$ 8,333.87
Procurement Technician	40.5	\$ 46.94	\$ 59.90	\$ 8,136.27	\$ 10,382.67
<i>Support Services</i>					
Sr. Electrician/SCADA Technician	45	\$ 58.40	\$ 74.60	\$ 10,122.67	\$ 12,930.67
Lead Electrical/Instrumentation Technician	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Electrical/Instrumentation Technician	42	\$ 50.47	\$ 64.45	\$ 8,748.13	\$ 11,171.33
Electrical Technician	40	\$ 45.79	\$ 58.40	\$ 7,936.93	\$ 10,122.67
<i>Laboratory Services</i>					
Laboratory Q&A Specialist	44.5	\$ 57.10	\$ 72.82	\$ 9,897.33	\$ 12,622.13
Laboratory Technician III	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Laboratory Technician II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Laboratory Technician I	39	\$ 43.65	\$ 55.68	\$ 7,566.00	\$ 9,651.20
Laboratory Aide/Sampler	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93

Agenda Item

8.B.

Board of Directors Meeting

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Dina Ash, Human Resources Administrator

SUBJECT: Resolution 2025-10, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual for All SOCWA Employees

Summary/Discussion

With the approval of the SOCWA Employee Association Memorandum (“MOU”) and related tentative agreements contained in the SOCWA Employee Manual for the represented employees of the SOCWA Employee Association (SEA) on June 5, 2025, the next step is to formally update the SOCWA Employee Manual.

The Employee Manual incorporates many items from the MOU that might also pertain to the unrepresented group of employees and covers all non-negotiated SOCWA policies that pertain to all employees, whether represented or non-represented. This includes providing the unrepresented employees the same compensation changes given to the represented employees.

The Employee Manual has also been updated to incorporate applicable changes to employment laws and regulations. SOCWA’s Labor Counsel, Brad Neufeld, will provide an overview of the Employee Manual changes at the Board meeting.

Fiscal Impact

The approved 2025-2026 SOCWA Budget includes the funding for salaries and benefits for the revised MOU and Employee Manual.

Recommended Action: Staff recommends that the Board of Directors approve Resolution 2025-10, A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual for All SOCWA Employees.

Attachment(s): SOCWA Employee Manual
Resolution No. 2025-10

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY APPROVING
THE UPDATED EMPLOYEE MANUAL FOR ALL SOCWA EMPLOYEES**

WHEREAS, the employees represented by the South Orange County Wastewater Authority are a viable and important part of the SOCWA organization; and

WHEREAS, this updated Employee Manual has been presented to the Board for its approval.

NOW, THEREFORE, the Board of Directors of the South Orange County Wastewater Authority does hereby **RESOLVE, DETERMINE, AND ORDER** as follows:

Section 1. The General Manager is authorized to issue the updated Employee Manual to all employees on behalf of the authority and provide for its implementation, which includes a 3% salary increase to the salary ranges in Exhibit A and salary schedules in Exhibit B.

Section 2. The Secretary of SOCWA shall certify the adoption of Resolution No. 2025-10 and shall maintain a certified copy thereof at the principal office of SOCWA.

PASSED AND ADOPTED this 23rd day of June 2025.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

By: _____
Frank Ury, Chairman

By: _____
Amber Boone, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, AMBER BOONE, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY ("SOCWA"), do hereby certify that the foregoing Resolution No. 2025-10 was duly adopted by the SOCWA Board of Directors at their Board Meeting held on the 23rd day of June 2025 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: June 23, 2025

Amber Boone, Secretary/Acting General Manager
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, AMBER BOONE, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY ("SOCWA"), do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2025-10 of said Board and that the same has not been amended or repealed.

Dated: June 23, 2025

Amber Boone, Secretary/Acting General Manager
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
EMPLOYEE MANUAL

Effective ~~June~~ July 1, 2025⁴
Until Revised

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EMPLOYMENT POLICIES GENERALLY

These employment policies are designed to comply with all applicable federal, state and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances the South Orange County Wastewater Authority's employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a South Orange County Wastewater Authority employment policy is in conflict with one of these, please notify Human Resources so that appropriate remedial measures may be undertaken. When the South Orange County Wastewater Authority becomes aware of an actual conflict between its policies and applicable law, regulations or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

SECTION I.

A. PURPOSE

It is the objective of the South Orange County Wastewater Authority (SOCWA), hereinafter referred to as the "Agency", to provide fair and equitable personnel management within the Agency.

This manual is intended to insure uniform and fair treatment of applicants for employment and of the Agency employees and to define the obligations, rights, privileges, benefits and prohibitions to all employees of the Agency. This manual may be modified at any time. For employees in a recognized bargaining unit, if there is a conflict between the provisions of this manual and a valid MOU, the MOU shall control.

B. DEFINITIONS

For purposes of this Employee Manual, the following definitions shall apply:

1. **AGENCY**
This shall mean the South Orange County Wastewater Authority authorized under the California State Government Code Section 6500 et al.
2. **SEA**
This shall mean the SOCWA Employee Association.
3. **BOARD OF DIRECTORS**
This shall mean the Board of Directors of the Agency.
4. **GENERAL MANAGER**
This shall mean the General Manager of the Agency, appointed by the Board of Directors.
5. **DIRECTOR OF OPERATIONS**
This shall mean the Director of Operations of the Agency.
6. **FULL-TIME EMPLOYEE**
This shall mean all employees appointed by the General Manager for employment on a regular basis of eighty hours (80) per pay period.
7. **PART-TIME EMPLOYEE**
This shall mean all employees appointed by the General Manager for employment on a regular basis who work between 40 and 72 hours per pay period.

8. **TEMPORARY EMPLOYEE**

This shall mean any employee hired by the General Manager for a limited period of time and paid by the hour. Except as otherwise explicitly stated in this Manual, temporary employees only receive those benefits required by applicable law.

9. **PROBATIONARY EMPLOYEE**

This shall mean any employee who has taken a new appointment. The employee shall be subject to a probationary period of between six to twelve months.

10. **REGULAR EMPLOYEE**

This shall mean any employee (who is not a temporary employee) who has successfully passed his/her probationary period.

11. **DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER OR DESIGNEE**

This shall mean that in the absence of the General Manager, his/her designated representative shall act in his/her behalf.

12. **SAFETY HANDBOOK**

This shall mean that document which contains the Agency Injury and Illness Prevention Safety Program.

C. ORGANIZATION CHART

The Agency current table of organization is depicted as Exhibit "C" to this policy, which exhibit is attached hereto and by reference incorporated herein. The same shall be revised from time to time in each fiscal year and shall be shown in the budget.

SECTION II EMPLOYMENT

A. HIRING

1. The Agency subscribes to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment because of race, religious creed, color, age (40 or over), sex, gender, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender identity, gender expression, genetic information, sexual orientation, marital status, military and veteran status or ancestry. It is the policy of the Agency to provide equal employment opportunity to all persons. Its recruitment and employment practices, all offers of employment and all its courses of action concerning training opportunities and training, job placement, promotion, compensation and termination are based solely on merit without regard to race, religious creed, color, age (40 or over), sex, gender, gender identity, sexual orientation, marital status, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender expression, genetic information, ancestry, military and veteran status or any other protected category. To assist in fulfilling the Agency policies regarding equal employment, the Agency has elected to undertake certain Equal Employment Opportunity Policies set forth in this Employee Manual.
2. All employees shall be appointed to their positions by the General Manager.
3. The General Manager shall hire new employees from time to time for positions as identified in the annual budget. Job classifications are approved by the Board of Directors as detailed in Exhibit "B" and shown on Exhibit "C" with the same being modified from time to time in accordance with Section IV.L.
4. Without approval from the Board of Directors, no direct relations of any Agency personnel shall be employed on a full-time, part-time or temporary basis. (The Agency will follow applicable law regarding marital status discrimination).
5. It shall be required that all employees certify, by signature, that they have received, read and fully understand the current Employee Manual and Safety Handbook.
6. The Agency will comply, to the extent applicable, with the provisions of the Fair Labor Standards Act, and other applicable statutes and regulations regarding wages, hours and benefits.

7. All employees entering full-time or part-time employment are required by Chapter 8 (commencing with Section 3100) Division 4, Title 1 of the Government Code to take and subscribe to an oath of allegiance to support and defend the Constitution of the United State of California.
8. All applicants for employment must complete all portions of the Agency employment application form.
9. It shall be required that all individuals accepting employment provide verification of work authorization and identity pursuant to the Immigration Reform and Control Act of 1986. Completion of the Employee section of Form I-9 is mandatory at hiring.
10. If an employee or applicant has a disability that limits their ability to perform essential job functions, the Agency will make reasonable efforts to accommodate them. To assist in the consideration of reasonable accommodation measures, the employee or applicant is encouraged to submit any relevant information from their physician or other healthcare practitioner. Further, upon an employee or applicant's request for accommodations, a meeting will be scheduled with the Human Resources department to engage in the "interactive process" where potential accommodations will be discussed.

B. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least a six (6) month and up to a nine (9) month probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
- 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.

4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
5. Reclassification. When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
6. Performance Evaluation: All employees receive annual performance reviews each July, with any applicable merit increases taking effect in the pay period following review completion.

For employees whose probationary period started before July 1, 2025, performance reviews occur at the end of the probationary period rather than in July. Upon successful completion of probation, these employees receive any applicable merit increase in the pay period immediately following probation completion. Those employees then transition to the standard annual review cycle each July thereafter.

~~Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date) (If an employee is out on an approved leave of greater than two consecutive weeks (excluding vacations), the evaluation date shall be moved back by an amount equal to the leave, less two weeks.)~~ Additional evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

C. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday at midnight and end on Saturday at 11:59 p.m., except for employees assigned to a 9/80 schedule.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the General Manager at his or her sole discretion.

Current work schedules available year-round are:

5 days per week, 8 hours per day (5/40)
9 days per pay period (9/80)
4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

In addition, employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the

weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.

4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

D. OUTSIDE EMPLOYMENT

1. No full-time employee shall be permitted outside employment without a written request approved by the General Manager so that it can be determined if there is any conflict of interest with his/her job with the Agency. Conflicts of interest include, but are not limited to, (a) having a financial interest in or working for or with any contractor, subcontractor, agency, district, or any other entity retained by the Agency, and (b) holding an outside job which precludes the employee from fulfilling each and every aspect of his/her job with the Agency, including, for example, the ability to meet standby commitments, to be at work on time and to work overtime.
2. It is understood that all employees represent the Agency and their actions shall not be in conflict with the mission of the Agency. Any failure to comply will be considered grounds for disciplinary action.

E. JOB INJURY

1. The Agency has entered into a Self-Insurance Program for California Workers' Compensation Liabilities. On-the-job injury claims will be processed by a third-party adjuster.
2. All on-the-job injuries shall be reported within twenty-four (24) hours to the employees' supervisor, Department Director, Human Resources or General Manager. Any necessary medical treatment or first aid will be obtained immediately. All work-related injuries will be referred to a licensed medical physician selected by the Agency, unless the employee

has a pre-designated physician form on file. Work-related injuries not treated by the Agency physician may not be covered by workers' compensation.

3. Workers' compensation benefits may be coordinated with sick leave benefits and/or accrued vacation time if the employee notifies Human Resources in writing as soon as reasonably possible after the leave commences.

F. CAL/OSHA (OCCUPATIONAL SAFETY AND HEALTH ACT)

1. The Agency will furnish the employee with a place of employment which is safe and healthful as required by applicable law.

Due to the occupation exposure to potentially infectious material, the Agency offers vaccinations listed below at no out of pocket cost to the employee:

Hepatitis A Hepatitis B Typhoid Tetanus Polio

The General Manager will periodically review and update this list based on the potential for employee exposures.

2. The employee's personal matters including attire and hair shall not present a safety hazard or prevent full and proper utilization of safety equipment.
3. The Agency shall maintain safety rules and regulations, updated as necessary but at least annually, which are in complete conformance with the Federal and State regulations. (Refer to the Safety Handbook.)
4. Safety meetings shall be held on a regular basis and all plant personnel are required to attend. Administrative (non-plant) personnel may attend said meetings as directed by the General Manager.
5. It shall be required that all employees certify by signature that they have received, read and fully understand the adopted safety rules and regulations. The safety rules and regulations will be certified annually by the employees.
6. All employees shall be expected to comply with all safety rules and regulations and failure to do so shall be considered as grounds for dismissal.

G. DISCIPLINARY ACTION OR TERMINATION

1. The General Manager or his/her designee has the authority to discipline or terminate any employee for cause. The following is a nonexclusive list of the types of disciplinary actions which may be imposed.
 - a. Oral or written warnings.
 - b. Probation - the placing of an individual in a position wherein his/her past and current performance is being re-evaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.
 - c. Suspension – an involuntary absence with or without pay.
 - d. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary).
 - e. Termination - discharge from service with the Agency.
2. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. Failure of the employee to respond to the corrective action may result in further disciplinary action up to and including termination. The following is a nonexclusive list of the more common causes for disciplinary action or termination:
 - a. Action contrary to the personnel rules and regulations of the Agency.
 - b. Inefficiency or incompetence.
 - c. Willful disobedience or insubordination.
 - d. Self-imposed physical or mental disability.
 - e. Dishonesty.
 - f. Possession or use of illegal drugs (including, but not limited to, marijuana, in all forms, as it remains illegal under federal law).
 - g. Improper use of legal drugs.
 - h. Being under the influence of drugs or alcohol on the Agency premises, or while engaged in Agency business.

- i. Possession and or use of a firearm or other non-authorized weapon on Agency premises, in an Agency vehicle, or while engaged in Agency business.
 - j. Disorderly, immoral or illegal conduct.
 - k. Discourteous treatment of the public or fellow employees.
 - l. Conviction of a felony.
 - m. Unauthorized absence without leave.
 - n. Neglect of duty
 - o. Action incompatible with, or not in the best interest of public service.
 - p. Failure to follow safe working practices or failure to report promptly any injury.
 - q. Falsification of any Agency record.
3. In cases of disciplinary suspensions, demotions or terminations, a regular employee shall be given prior written notification of the proposed disciplinary action. Notification shall include the following (1) A statement of the proposed action; (2) The reason therefore; (3) The effective date of the disciplinary action; (4) The name, position and authority of the person or persons initiating the proposed disciplinary action; (5) The name, position and authority of the person or persons with whom rests the final decision of the proposed action; (6) The names of witnesses used to substantiate the cause for the disciplinary action, and (7) The notice of the right to respond orally or in writing to the authority imposing the discipline. Copies of materials supportive of the disciplinary action shall be attached to the notification.
 4. Any regular employees (not probationary and temporary employees) shall have the right to an Administrative Review of a disciplinary suspension, a demotion, or termination. A written request for such a review shall be submitted to the General Manager within seven (7) calendar days of the date of mailing or personal service of the notice to proposed disciplinary action. If a timely request for review is submitted, the review shall be conducted before a representative of management (the General Manager or his/her designee) prior to the effective date of the disciplinary action.

The employee may submit written rebuttal material prior to the review and present oral and written evidence at the time of the review. The employee is entitled to representation (including an attorney). The management

representative conducting the review shall make a finding of fact to support the reason for the disciplinary action, should such action be deemed appropriate. The employee shall be notified of the management representative's decision in writing. This decision shall be final.

5. A disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed to the Board of Directors or designee(s) by filing a written appeal with the General Manager within ten (10) calendar days from the date of the disciplinary notice.
6. Upon termination, the employee shall be given an exit interview during which final administrative and personnel tasks can be completed. During the interview, the employee will be given a full accounting and check for all moneys due the employee computed to termination date. The review, will include, but is not limited to, a discussion of all benefits, including accrued sick leave, accrued vacation, public employees' retirement system, health insurance, life insurance and disability insurance, and the ability to continue these as provided by law.
7. Upon termination, the employee shall return all previously assigned property of the Agency. The cost of property not returned shall be charged to the employee.

H. ADDRESS CHANGE

It is important that the Agency maintain current home addresses and telephone numbers for all employees. Should the employee's telephone become disconnected for any reason, it is the responsibility of the employee to establish an emergency contact and provide that information to the Agency as soon as possible. There may be occasions when it is imperative that the Agency reach an employee when he/she is at home. The Agency should also be able to contact the employee's family or emergency contact person in case of accident or illness at work. Employees shall notify the Agency of any change of address or telephone number by updating their information through the ADP Payroll Systems.

I. PHYSICAL EXAMINATION

1. Due to safety concerns involved in plant operation, all employees shall be required to pass a medical or physical examination and, for positions designated by the General Manager only, a drug test prior to employment with the Agency. The Agency shall select a licensed medical physician to perform the examination and test, the cost of which shall be borne by the Agency. The examination will determine the applicant's physical fitness to perform the job.

2. In accordance with OSHA regulations, all employees who, in the course of their employment are required to wear respiratory protective equipment must undergo a health evaluation to determine if they are physically able to perform the work and use the equipment. The evaluation may include a spirometer test and may also include a physical examination if determined medically necessary by a licensed medical physician selected by the Agency. The evaluation will be done annually. The cost of the examination will be borne by the Agency.
3. The Agency shall bear the cost of a physical examination and drug test for all employees required to take such examination as a condition of continued employment.

J. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:
 - a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this Manual.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.
 - a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. Management retains the right to have a representative from Human Resources present at such a grievance meeting.
 - b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One.
 - Employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter.
 - The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance.

- The division supervisor shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.

c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two,

- Employees may submit the grievance in writing to the Department Director within seven (7) calendar days thereafter.
- The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance.
- The Department Director shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

d. Step Four: If the grievance is not resolved in the Third Step,

- The aggrieved employee may submit the grievance in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received.
- The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance.
- The General Manager shall deliver his/her answer in writing within seven (7) calendar days after such a meeting.

After Step One, failure of the aggrieved employee to follow the timeline set forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

K. SMOKING

Smoking (including vapes and e-cigarettes) is prohibited on SOCWA property except in designated areas on approved breaks.

L. SOLICITATION

Persons who are not employees of the Agency are not permitted to solicit or distribute anything for any purpose inside Agency buildings or elsewhere on Agency property. Employees are not permitted to distribute anything for any purpose during working time, or on nonworking time in working areas. No employee shall deface or alter any Agency building or property or employee property by affixing any poster, sign, sticker, or other type of advertising or propaganda matter or device. This policy does not prohibit protected Union activity.

SECTION III. BENEFITS

A. VACATION

1. Accrual Rates:

All regular full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

i. For employees hired prior to July 1, 2014, the following applies:

- 1st through 5 years of employment (end of 5th year) - 96 hours per year
- 6 through 10 years of employment (end of 10th year) - 120 hours per year
- Beginning the 11th year of employment - 160 hours per year

ii. For employees hired on or after July 1, 2014, the following applies:

- 1st through 5 years of employment (end of 5th year) - 80 hours per year
- 6 through 10 years of employment (end of 10th year) - 120 hours per year
- Beginning the 11th year of employment - 160 hours per year

2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.

3. All vacation time must have prior approval. The Supervising Managers/Department Head may approve vacation.

4. Vacation requests for over forty (40) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
5. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
6. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee except in cases of an emergency as determined by the General Manager, his/her designee or the Department Director.
7. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
8. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year. For all hours in excess of 240 hours, employees will receive compensation for those hours at their current rate of pay at the end of the first pay period that ends in December.
9. Eligible new hires shall accrue vacation beginning with the date of hire but may not utilize such during the first six (6) months of their probationary period.
10. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal days, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.
11. Every effort shall be made by the employee to schedule at least one continuous forty (40) hour (one week) vacation during the year.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)

Presidents Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day
Thanksgiving Holiday (Friday after Thanksgiving Day)
Christmas Day (December 25)

2. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
3. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
4. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. If the need for paid personal days is foreseeable, the employee must provide their immediate supervisor reasonable advance notification.

Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9- or 10-hour shift).

All Part-time employees are eligible to receive 13 ½ hours of personal leave per fiscal year (beginning July 1) or to be determined based on which quarter hired in.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal days.

5. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
6. All employees eligible to receive paid holidays, and who are scheduled by management to work on an Agency holiday, shall be paid at one and one-

half times their normal rate of pay for hours worked on the holiday. This is in addition to the holiday pay (or day off in lieu) at eight, nine or ten-hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive eight, nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond eight, nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.

7. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All regular full-time employees shall accrue sick leave hours which will begin with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
 - Employee hired prior to July 1, 2014, earn ninety-six (96) hours of sick leave per year:
 - Employee hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year (accrual rate shall be as required by applicable law):
2. Part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Sick leave may be used as required by California law including cases where an employee's presence is required elsewhere to attend to the illness of a "family member" or a "designated person." "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) Employee leave for the serious health condition of members of their immediate family is also governed by the Agency Family Leave policy as detailed in this Employee Manual Attachment "C". The Agency will also approve the use of employee's accrued paid sick time if the employee or an eligible family

member is a "victim of domestic violence", for jury duty, to appear in court as a witness in a judicial proceeding ~~sexual assault, stalking~~ and as otherwise required by applicable law.

4. Except where prohibited by applicable law, the General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate shall generally be mandatory in order to return to work.
5. An employee may carry over a maximum of two hundred and forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of 176 hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees who have given two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above 176 hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for all unused sick leave at a rate of 75% upon retirement (remaining 25% converting to service credit with CalPERS). Departing retiring employees have the option to convert 100% of their unused sick leave to service credit with CalPERS.

9. Sick leave shall not be used in lieu of or in addition to vacation and/or holidays for the intent of extending the vacation or the holiday period.
10. Sick leave notification: Employees calling in sick must speak directly to their immediate supervisor; text messages, phone messages or emails will not be considered appropriate notification. Sick leave notification must be given to your immediate supervisor by 8:00 a.m., or within one hour of the start of your normal work day schedule. If the need for paid sick days is

foreseeable, the employee must provide their immediate supervisor reasonable advance notification.

11. Temporary employees accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked. They are eligible to use sick leave beginning on the 90th day of their employment with the Agency. Temporary employees may not cash out any accrued but unused sick leave for any reason during their employment at the Agency. Sick leave will not be paid-out upon termination of employment for temporary employees.

D. LEAVE OF ABSENCE

1. Non-Medical Leave: Upon approval from the General Manager on a written request, an employee may be granted a leave of absence without pay for non-medical reasons. No employee benefits will be paid or accrue during this absence, with the exception of insurance coverage which will remain in effect for the remaining days of the month in which the leave began.
2. Military Leave of Absence: Military leave of absence is governed by provisions of federal law and the Military and Veterans Code of the State of California, including Section Nos. 395 and 395.02 and applicable federal law.
3. Miscellaneous:
 - An employee on an unpaid leave of absence shall not accrue vacation pay or sick leave during their leave, nor shall they be eligible for holiday pay (see Section III-B, par 6). Except as may be required by law, all benefits, including medical insurance, will cease for any employee whose leave of absence exceeds twelve (12) months.
 - Employees must provide their supervisor a written request for any unpaid time off.
 - An employee who falsely claims leave under this policy or supplies false information, in an attempt to obtain leave under this policy shall be subject to disciplinary action up to and including discharge. An employee who works for any other employer while out on leave is also subject to disciplinary action up to and including discharge.
 - The workweek schedule will commence on Sunday and end on Saturday. An employee is permitted the use of accumulated vacation time once sick leave is exhausted when an employee is on an extended leave of absence (2 weeks or more), without securing separate approval for use of the vacation. Employees are

responsible to notify Human Resources if they wish to use this provision.

- The following leave of absences with pay shall not reduce any employee benefits, including their allowable California Family Rights Act (“CFRA”) and Federal Family and Medical Leave Act (“FMLA”) time as described in Attachment C.
3. Bereavement Leave: Employees are provided five (5) days of Bereavement Leave in accordance with California law. This leave is available for employees who have been employed for at least thirty (30) days prior to the commencement of the leave.

Whenever any full-time employee is compelled to be absent from duty for reason of death or critical illness of a member of his/her family or his/her spouse's family such as a spouse, registered domestic partner, parent, parent-in-law, child, brother, sister, grandchild or grandparent, the employee shall be entitled to three (3) days of leave with pay and two (2) additional unpaid days. If necessary, the employee may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Part-time employees are provided up to five (5) unpaid days of Bereavement Leave.

For all employees, the five (5) days need not be consecutive, but all Bereavement Leave must generally be completed within three (3) months of the date of death of the family member. The Agency may require documentation of the death of the family member so long as it is requested within thirty (30) days of the first day of the leave. Employees may utilize accrued and available sick leave, personal leave, compensatory time off or vacation leave while on unpaid Bereavement Leave. The Agency requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

5. Absence due to a birth or adoption in the immediate family: Whenever any full-time employee is compelled to be absent from duty for reason of the birth or adoption of a child, the employee shall be entitled to five (5) days of leave with pay and if necessary, may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Employees may also be entitled to additional unpaid time off pursuant to the Agency’s FMLA/CFRA policy set forth in Attachment C.

E. LIGHT DUTY

Light duty is defined as a temporary work assignment provided to injured employees (1) who are unable to perform their normal job duties, and (2) who have obtained from their doctor a release to work with restrictions.

Employees who are injured and are able to return to work with restrictions will be entitled to light duty provided (1) there is light duty available, (2) the employee is qualified to perform the light duty assignment, and (3) the light duty assignment can be performed within the scope of the employee's restrictions.

F. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN

1. Full-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency for full-time employees. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.

The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #2 above.

- Full-time employees and their dependents are provided with group health insurance coverage under the CalPERS PEMCHA program.

Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.

3. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year.
4. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork will be required. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
5. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager. Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.

G. SHORT TERM AND LONG -TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

H. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees at an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums, paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes.)
2. It is mandatory that each employee notify the Human Resource Department whenever any desired change in beneficiary data.
3. SOCWA offers employees the option to purchase additional life insurance coverage for themselves, spouse and dependents.

I. UNEMPLOYMENT INSURANCE

Unemployment insurance may be available to qualified employees by the Agency. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department office.

J. RETIREMENT

1. All regular full and part-time employees are covered by the Public Employees' Retirement System (PERS).

TIER 1 Employees hired prior to February 1, 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.

TIER 2 Employees hired between February 1, 2011 and December 31, 2012, will be on the 2% at 55 formula with the employee paying the full employee contribution.

TIER 3 Employees hired as of January 1, 2013, that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

2. Post-Retirement Health Care

2.2 Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2.3 The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

- a. Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

- an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and

- a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section J(2.3)(a) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retiree enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

b. Employees hired on or after July 1, 2017.

- Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section J(2.3)(b) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's responsibility.
- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third-party administrator selected by the Agency.

3. Temporary Employees

- 3.1 Temporary employee retirement is covered by the Agency deferred compensation plan.
- 3.2 Temporary employees will be subject to a percentage withholding of their gross salary for retirement as mandated by federal law. Employees must contribute to one of the Agency's deferred compensation plans. The

amount must be equal to or greater than the amount which would normally be withheld for Social Security.

- 3.3 If an employee works more than nine hundred sixty (960) hours per fiscal year, he/she will be added to the PERS system. In such an event, the contributions for the employee and employer will be consistent with applicable law.

K. SOCIAL SECURITY – MEDICARE PORTION

All employees are subject to Medicare tax withholding.

L. EDUCATIONAL REIMBURSEMENT

Employees are encouraged to improve their own job effectiveness and opportunity for advancement by taking courses and working for a degree, credentials or licenses. The Agency shall provide employees with funds to cover the cost of tuition and registration fees, regular textbooks, lab fees and parking fees for approved job-related courses, as approved in advance by the General Manager. These courses of study must be taken through accredited colleges, universities, correspondence schools or recognized professional organizations. All textbooks paid through this program become property of the Agency. These courses of study must meet at least one of the following criteria: (1) Directly related to the employee's current position and job duties; (2) Related to their current or related department; or (3) Required for additional professional licenses required within their current or related department.

An employee may receive reimbursement for approved educational expenses up to a maximum of \$750 for any one course and not more than \$3,000 in any one calendar year. No reimbursement will be made until after the completion of the courses and will not be made if reimbursement has been made from any other source.

In order to be eligible for reimbursement an employee must meet all of the following requirements:

- Submit a course approval request to the General Manager prior to starting the course.
- Submit a copy of the "grade card" or similar document from the educational institution, indicating the course of study was completed.
- Receive a passing grade.
- Remain a regular employee with the Agency for a period of one year after the date the course was completed. If the employee does not complete this requirement, the employee must reimburse the Agency upon termination.
- Submit the request for reimbursement to the Finance Department, including original receipts for all eligible expenses.

M. MILEAGE ALLOWANCE

1. Any employee who is required to use a private vehicle in the discharge of his/her duties shall receive the maximum mileage reimbursement as established by the Internal Revenue Service. Such mileage reimbursement shall be made in the next bill payment cycle, after submittal of an approved reimbursement request.
2. The employee shall furnish the Agency and have on file at the office, a current copy of his/her Certificate of Automobile Insurance including Public Liability and Property Damage, minimum coverage (\$30,000, \$60,000, and \$10,000).
3. Use of a private vehicle, for Agency purposes or on Agency property, by an employee is governed by a separate Vehicle and Equipment Policy.

N. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution up to \$1,500 per fiscal year.

O. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed, the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear-and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the General Manager. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed “new members” under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV: COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (Exhibit A) and job classification (Exhibit B), and the same shall be revised from time to time by action of the Agency Board.
2. Pay days are on a biweekly basis - every other Thursday.

B. MERIT POOL

Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager. A merit pay pool equal to approximately 3% of the salaries of all employees will generally be established for the purpose of awarding merit increases.

Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. The total amount of meritorious salary increases shall not exceed the 3% merit pay pool in any fiscal year.

In the event an employee receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a lump sum, which shall not be considered as reportable compensation to CalPERS.

C. SALARY ADJUSTMENTS

All employees shall receive a ~~seven-three~~ percent (~~763~~%) increase, effective July 1, 202~~53~~:

In an effort to remain competitive, SOCWA will review salary ranges against comparator agencies on a bi-annual basis and will adjust ranges if necessary, with the recommendations of the General Manager and approval by the Board. The approved new ranges will be effective at the start of the next fiscal year.

D. INCENTIVE PAY

Education Certification Incentive Program

Employees who obtain a job-related educational certificate which exceeds their minimum job requirements are eligible to receive an incentive pay increase and shall be considered as reportable special compensation for each certificate received in accordance with Agency policy. Certificates must be recognized by CWEA, State Water Resource Board and NCCCO.

1. For Employees hired prior to July 1, 2017
 - a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% of base pay reported as special compensation.
 - Any Grade III employees may receive an additional 2.5% of base pay reported as educational incentive if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
 - b. Employees will receive a 2.5% of base pay reported as special compensation upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:
 - a. Employees will receive a one-time lump sum educational incentive of \$800.00 payment on achieving a Grade 2.
 - b. Employees will receive a one-time lump sum educational incentive of \$800.00 payment upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
 - c. Employees will receive a one-time lump sum educational incentive of \$1200.00 payment upon achieving a Grade 3 or higher certification.

E. MERIT ADVANCEMENT

Full-time and/or part-time employees in good standing may be recommended for merit advancement. Merit reviews shall take place on an annual basis upon completion of the probationary period.

An employee in good standing is defined as one who has received a performance evaluation rating which meets or exceeds expected standards and who has not received any of the following disciplinary actions within the past twelve (12) month period:

- a) Letter of reprimand

- b) Probation for disciplinary purposes
- c) Suspension and/or demotion for disciplinary purposes

The merit recommendations, if any, are to be made by the employee's supervisor and must be approved by the Department Director and the General Manager.

F. SPECIAL PERFORMANCE AWARD

In recognition of situations where long-term SOCWA employees have reached the top of the established salary range for their current positions and are consequently, no longer eligible to receive salary advancements under the regular merit pool, such employees may be considered for a special performance award. The employee must have received an overall merit-based performance review rating of at least "Exceeds Expectations" or "Above Standard" for the preceding twelve-month evaluation period. The General Manager shall approve all such performance awards in writing. The decision of the General Manager shall be final. No award granted under this program shall be considered to increase the employee's base salary, nor shall the award limit the employee's ability to receive general cost of living increases, which may be granted from time to time. No employee shall receive an award under this program more frequently than once in any twelve-month period. No award granted under this program shall exceed five percent (5%) of the employee's base salary. The award shall be paid in a lump sum to the employee. No award approved by the General Manager under this program shall require further approval by the Board of Directors; provided, however, that the General Manager shall annually following the end of the fiscal year provide a summary of the granted award during the previous twelve-month period to the Board of Directors. All employees, whether represented by the SOCWA Employee Association (SEA) or not, including management, supervisory, and confidential employees shall be eligible for this program. The decision of the General Manager to grant or withhold an award under this program shall not be subject to the grievance procedure.

G. OVERTIME

1. All employees who are classified as "non-exempt" employees, as defined under the FLSA, will be eligible for overtime pay. For purpose of defining "non-exempt" employees, the Agency policy shall mean all employees except the employees designated in the Management Division.
2. Administrative nonexempt employees will be paid overtime when they actually work more than 40 hours in a workweek. Overtime pay for bargaining unit employees is defined as that time spent on the job over eight (8) hours in one day for those employees on an eight (8) hour, five (5) day week schedule; or over nine/eight (9/8) hours in one day for those employees on a nine/eighty (9/80) schedule; or over ten (10) hours in one day for those employees on a four/ten (4/10) schedule, or over nine/four (9/4) hours in one day for those employees on a nine/four (9/4), five (5)

day per week schedule. The workweek for purposes of overtime calculation shall be: (i) for employees on a nine/eighty (9/80) schedule shall begin at the mid-point of their shift on their eight (8) hour day and end seven (7) days later. In order to be eligible for overtime pay, an employee must have his/her supervisor's approval before working overtime.

3. Overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for hours worked in excess of 40 in the workweek for administrative employees and for bargaining unit employees, hours worked beyond the normal work schedule. Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Non-bargaining unit employees must also agree with their supervisor prior to performing the work that it will be CTO. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.
4. Time worked on a holiday in excess of the regular shift (eight, nine or ten hours) is paid at triple time rate. This applies to either the regularly scheduled employee or to the employee called in to work.
5. Overtime pay, as defined in paragraph 4 above, will be paid to bargaining unit employees who continuously work up to four (4) hours in excess of their normal work schedule or up to eight (8) hours on their regularly scheduled day off. Double time pay, defined as compensation equal to two times an employee's normal rate of pay, will be paid for those hours worked beyond the four (4) or eight (8) hours described above for bargaining unit employees. Hours must be consecutive in order to receive double-time or triple-time pay.
6. For the purpose of computing overtime pay, the formula shall be as follows: regular rate multiplied by 1.5 for the time and one half or 2.0 for double-time pay and 3.0 for triple-time.
7. When hourly employees are required to work overtime for four (4) hours or more beyond his/her regular work schedule or when hourly employees are called out for work outside their regular work schedule and their meal period occurs during such work, they will be given a reasonable meal allowance or furnished a meal and reasonable work time to eat it. Additional meal allowances or meals will be provided at four (4) hour intervals thereafter during the work period. Employees shall submit a receipt and shall be reimbursed for food and non-alcoholic beverages up to a maximum of \$5.00.

8. Efforts will be made to assign overtime on an equal basis to employees who, in management's discretion, are qualified to perform the overtime work. Work will be scheduled by the Director of Operations or his/her designee in advance if possible.
9. Any employee who works weekends (Saturday and/or Sunday) will receive a differential compensation rate, above their normal rate of pay of \$3.00 per hour.
10. Non-Exempt Employee Use of Communication Devices

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior instruction from management. In other words, non-exempt employees are not required to review, read, send, or respond to work-related emails outside of their regularly scheduled hours unless requested to do so with management authorization. All time spent shall be recorded as time worked.

H. ADMINISTRATIVE LEAVE

The General Manager, or designee, may grant paid administrative leave to employees. This may include, but is not limited to, times when exempt employees are required to work above and beyond their normal working hours on behalf of the Agency without additional compensation.

I. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities when assigned to standby in addition to their regular pay.
2. Standby duties require OPERATORS to be available upon forty-five (45) minutes notice and Maintenance and Electrical/SCADA to be available upon ninety (90) minutes notice, on a twenty-four-hour basis.
3. A mobile phone will be provided for all personnel designated on standby. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost or damaged due to a willful act or gross negligence.

4. When an employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay.

The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regular hourly rate.

J. JURY DUTY

Any regular or probationary employee who is required to serve as a juror or who is subpoenaed as a witness in any court in this state, of the United States, or any administrative board or tribunal, shall submit to his/her supervisor notification of the need for such leave of absence as soon as such employee receives notification himself/herself. Any regular or probationary employee shall be entitled to a leave of absence with pay while performing services as a juror or a witness (witness pay is limited to circumstances set forth in applicable Government Code statutes), provided that any such employee shall pay to the Agency any amount received for jury fees, if any, exclusive of travel and subsistence. All regular or probationary employees shall be allowed time off with pay up to a maximum of fifteen (15) working days for the actual period of service required on such jury. Exempt employee's salary will not be reduced while on jury duty unless they perform no work during the entire work week following the 15 working days of paid jury service. Any jury duty beyond the fifteen (15) days will have to be served under the leave of absence criteria set forth in this policy. Upon return to work, the employee will present to the General Manager proof of service for the actual days served and have it duly authorized by the court.

K. SALARY SCHEDULE

The Agency current salary schedule is depicted as Exhibit "A" to this policy, which exhibit is attached hereto and by this reference incorporated herein.

L. JOB CLASSIFICATION

Job classifications are determined from time to time by the General Manager, and as of July 1, 2019, with the approval of the Annual Budget, the job classifications approved by the Board of Directors are depicted as Exhibit "B" to this policy. Annually, with the approval of the Budget, the General manager shall submit to the Board of Directors changes in job classifications implemented in the prior year due to promotions and hiring for business needs and/or as proposed to be implemented in the coming fiscal year.

M. FAIR PAY ACT POLICY

The Agency follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of

another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law. California's Fair Pay Act and the Agency prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the Human Resources Department so that appropriate corrective action may be taken.

ATTACHMENT A

Policy Against Employee Harassment and Discrimination.

1. Policy Statement

The Agency strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military and veteran status, or any other protected class under applicable law.

2. Application

- A. This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- B. This policy applies to all officers and employees of the Agency, including, but not limited to, full and part-time employees, per diem employees, temporary employees, and persons working under contract for the Agency.

3. Harassment Defined

- A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:
 - (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment;
 - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
 - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- B. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
 - (1) Kidding or joking about sex or membership in one of the protected classifications;

- (2) Hugs, pats, and similar physical contact;
- (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- (4) Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
- (5) Threats intended to induce sexual favors;
- (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- (8) Prolonged staring or leering at a person;
- (9) Denying an employee use of a restroom consistent with the employee's gender identity;
- (10) Repeatedly and intentionally misgendering employees by use of an incorrect pronoun;
- (11) Harassing an employee about contraceptive or other reproductive choices.
- (12) Outing an employee's sexual orientation or gender identity without their permission.
- (9)(13) Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

4. Procedure

A. Internal Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment or discrimination by co-workers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify his or her supervisor or, in the alternative, the General Manager,

depending on which individual the employee feels most comfortable in contacting.

- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the General Manager so the Agency can try to resolve the claim internally.

B. External Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Civil Rights Department ("the CRD") or the Equal Employment Opportunity Commission. ~~The phone number for the CRD is located in the phone book under government agencies. The CRD may be contacted at contact.center@calcivilrights.ca.gov.~~

5. Investigation

- A. Upon the filing of a complaint with the Agency, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the Agency to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the General Manager; a different investigator shall be appointed by the Chairperson or the Board of Directors. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.
- B. Charges filed with the CRD are investigated by the CRD.

6. Internal Documentation Procedure

- A. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made

at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.

- C. Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the General Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the General Manager. All investigations should be closed in a timely manner.

7. Confidentiality

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

8. Remedies

A. Remedial Action

- (1) If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- (2) Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Agency's operations.

- B. In the event a complaint is filed with the CRD, and the CRD finds that the complaint has merit, the CRD will attempt to negotiate a settlement between the parties. If not settled, the CRD may issue a determination on the merits of the case.

- (1) Where a case is not settled, the CRD may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal

remedies available through the CRD for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.

- (2) In the alternative, the CRD may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

9. Retaliation

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the Agency or the CRD, is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

10. Employee Obligation

- A. Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment.
- B. Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:
 - (1) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and
 - (2) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Agency investigation of alleged harassment or discrimination.
- C. Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall result in disciplinary action, up to and including, termination of employment.

11. Training

The Agency will provide training to employees as required by applicable law. In addition, employees may access online sexual harassment training courses on the internet website of the Civil Rights Department at www.cacivilrights.ca.gov.

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ATTACHMENT B

Your Rights and Responsibilities as a Pregnant Employee

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

The Agency has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 $\frac{1}{3}$ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the Agency has been informed that you need to take PDL, the Agency must guarantee in writing that you can return to work in your same position if you request a written guarantee. The Agency may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe

“morning sickness,” gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.
- Your leave will be paid or unpaid depending on the Agency policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The Agency requires you to use any available sick leave during your PDL.
- The Agency is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Notice Obligations of Employees:

- Give the Agency reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the Agency sufficient notice for it to make appropriate plans. Sufficient notice means 30 days’ advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the Agency may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is

an emergency or unforeseeable, you must provide this certification within the time frame the Agency requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The Agency must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

- PLEASE NOTE that if you fail to give the Agency reasonable advance notice or written medical certification of your medical need, the Agency may be justified in delaying your reasonable accommodation, transfer, or PDL.

You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave and work at a worksite with 50 or more employees within 75 miles of that worksite. This leave may be up to 12 workweeks in a 12-month period.. For further information on the availability of CFRA leave, please review your employer's policy regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the California Civil Rights Department's website at www.calcivilrights.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Department's website at www.calcivilrights.ca.gov.

ATTACHMENT C

Employee Rights And Responsibilities Under The Family And Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

The 12 month period will be calculated using a rolling 12 month period measured backward from the date the leave is first used.

Military Leave Family Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or are called to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles of the employee making the request. (Currently there are no eligible employees because the Agency employs less than 50 employees.)

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of an accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

CALIFORNIA FAMILY RIGHTS ACT LEAVE

Under the California Family Rights Act of 1993 ("CFRA"), if an employee has more than 12 months of service with the Agency and has worked at least 1250 hours in the past 12 months, and the Agency employs five or more employees, the employee may have a right to CFRA leave.

In computing the 12 month period, the Agency utilizes a rolling 12-month period measured backward from the date leave is used.

If eligible for such leave, an employee may be entitled to take up to 12 work weeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of employee's child, for an employee's own serious health condition or to care for employee's child, parent, parent-in-law, spouse, grandparent, grandchild, sibling, registered domestic partner or "designated person". ("Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) "designated person" per 12-month period.) In addition, under CFRA an employee may take leave because of a qualifying exigency related to covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child or parent in the armed forces of the United States as specified in applicable law.

For CFRA leave, the Agency generally requires the employee to utilize vacation leave and sick leave while on such leave. An exception to this is the employee may not use sick leave during a period of CFRA leave in connection with the birth, adoption or foster care of a child, ~~or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person~~ unless mutually agreed to by the employee and the General Manager.

Another exception is that employees will not be required to use their sick leave if the employee's CFRA leave also qualifies as "kin care" under California law. Under these circumstances, it will be the employee's sole discretion as to whether they wish to utilize sick leave.

While on CFRA leave, the Agency will maintain and pay for coverage under a group health plan, for the duration of the leave, not to exceed 12 workweeks in a 12 month period, commencing on the date leave under CFRA commences, at the level and under the conditions coverage would have been provided if the employee continued employment continuously for the duration of the leave. Employees must continue to pay their portion of group health plan premiums while on CFRA leave.

During CFRA leave, the leave shall not constitute a break in service for any employee benefit plan. An employee shall return with no less seniority than employee had when

leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority related benefits, such as vacation.

If the employee's need for leave is foreseeable, the employee shall provide the Agency with reasonable advance notice of the need for the leave.

If the employee's need for leave pursuant to this section is foreseeable due to planned medical treatments or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the Agency, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

The Agency requires that an employee's request for leave to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
- (D) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the Agency requires the employee to obtain recertification, if additional leave is required.

The Agency requires that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The Agency requires that employees obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, if additional leave is required.

As a condition of an employee's return from leave taken because of an employee's own serious health condition, the Agency requires the employee to obtain a certification from the employee's health care provider that the employee is able to resume work.

CFRA leave provided for in this Policy may be taken in one or more periods.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1) Inpatient care in a hospital, hospice or residential health care facility; or
- 2) Continuing treatment or continuing supervision by a health care provider.

“Health care provider” means any of the following: an individual holding either a physician’s and surgeon’s certificate issued pursuant to California law, an osteopathic physician and surgeon certificate issued pursuant to California law, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition. In addition, any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA shall also qualify as a health care provider.

The Agency may recover the premiums for such group health plans that it pays on behalf of the employee if both of the following conditions occur:

- 1) The Employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- 2) The failure of the employee to return from the leave is for a reason other than the continuation, recurrence, or onset of “serious health condition” or other circumstances beyond the control of the employee.

~~Eligible employees may also take Qualifying Exigency Leave as set forth in California law.~~

ATTACHMENT D

Weapons/Anti Violence Policy

The Agency has adopted a Zero Tolerance Policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Agency, or which occur on Agency property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Agency or to create a hostile, abusive, or intimidating work environment for one or several Agency employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- All threats or acts of violence occurring off the Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- All threats or acts of violence occurring off the Agency premises involving an employee of the Agency if the threats or acts affect the legitimate interests of the Agency.
- Any acts or threats resulting in the conviction of an employee or agent of the Agency, or of an individual performing services for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Agency.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Agency property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.

- Unauthorized possession or inappropriate use of firearms or weapons.

The Agency's prohibition against threats and acts of violence applies to all persons involved in the Agency's operation, including but not limited to Agency personnel, contract, and temporary workers and anyone else on Agency property. Violations of this policy by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property, or by any individual acting off of Agency property when his/her actions affect the Agency's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Possession while on duty or bringing onto Agency property unauthorized material, such as explosives, weapons (including, but not limited to, firearms and knives), or other similar items, is strictly prohibited.

Every employee and every person on Agency property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which he/she is aware. The report should be made to the Human Resources Department, the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. Nothing in this policy alters any other reporting obligation established in Agency policies or in state, federal, or other applicable law.

ATTACHMENT E

Rights of Victims of Domestic Violence, Sexual Assault, Stalking, Crimes that Cause Physical Injury or Mental Injury, and Crimes Involving a Threat of Physical Injury; and of Persons Whose Immediate Family Member is Deceased as a Direct Result of a Crime

Your Right to Take Time Off:

- You have the right to take time off from work to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare.
- If your Agency has 25 or more workers, you can take time off from work to get medical attention for injuries caused by crime or abuse, receive services from a domestic violence shelter, program, rape crisis center, receive psychological counseling or mental health services related to an experience of crime or abuse, or participate in safety planning and take other actions to increase safety from future crime or abuse.
- You may use accrued paid sick leave or vacation, personal leave, or compensatory time off that is otherwise available for your leave unless you are covered by a union agreement that says something different. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related to trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

1. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number,

transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

2. Your Right to be Free From Retaliation and Discrimination:
Your employer cannot treat you differently or fire you because:

You are a victim of domestic violence, sexual assault, or stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury, or are someone whose immediate family member is deceased as a direct result of a crime.

- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the CA Civil Rights Department Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

ATTACHMENT F

Lactation Accommodation Policy

The Agency provides employees the right to request lactation accommodation in accordance with California law. The Agency will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

The Agency will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials.– The room will be shielded from view and free from intrusion while the employee is lactating and contain a place to sit. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, the Agency may provide another cooling device suitable for storing milk, such as an Agency-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

A copy of this policy will be provided when an employee is hired or makes an inquiry about, or requests, parental leave.

Employees who require lactation accommodation should contact Human Resources. If the Agency cannot provide break time or a location that complies with California law the Agency will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

ATTACHMENT G

Artificial Intelligence (AI) Policy SOCWA

I. Purpose

This AI Policy establishes a comprehensive, yet flexible, governance structure for AI systems (as defined below) used by, or on behalf of, SOCWA. This AI Policy enables SOCWA to use AI systems for the benefit of the member agencies while safeguarding against potential harms.

The key objectives of this AI Policy are to:

- Provide guidance that is clear, easy to follow, and supports decision-making for the staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining SOCWA's AI systems or leveraging AI systems to provide services to SOCWA.
- Ensure that when using AI systems, SOCWA or those operating on its behalf, adhere to the Guiding Principles that represent values with regards to how AI systems are purchased, configured, developed, operated, or maintained.
- Define roles and responsibilities related to SOCWA's usage of AI systems.
- Establish and maintain processes to assess and manage risks presented by AI systems used by SOCWA
- Align the governance of AI systems with existing data governance, security, and privacy measures in accordance with SOCWA's Acceptable Use Policy.
- Define prohibited uses of AI systems.
- Establish "sunset" procedures to safely retire AI systems that no longer meet the needs of SOCWA.
- Define how AI systems may be used for legitimate SOCWA purposes in accordance with applicable local, state, and federal laws, and existing SOCWA policies.

SOCWA defines "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments.

SOCWA defines an "AI system" to be any system, software, sensor, or process that automatically generates outputs including, but not limited to, predictions, recommendations, or decisions that augment or replace human decision-making. This extends to software, hardware, algorithms, and data generated by these systems, used to automate large-scale processes or analyze large data sets. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.

II. Scope

This AI Policy applies to:

1. All AI systems deployed by SOCWA and
2. Staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining SOCWA's AI systems or who may be leveraging AI systems to provide services to SOCWA.

III. Guiding Principles for Responsible AI Systems

These principles describe the SOCWA's values with regards to how AI systems are purchased, configured, developed, operated, or maintained.

1. **Human-Centered Design:** AI systems are developed and deployed with a human-centered approach that evaluates AI powered services for their impact on the public.
2. **Security & Safety:** AI systems maintain confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use. Implementation of AI systems is reliable and safe, and minimizes risks to individuals, society, and the environment.
3. **Privacy:** Privacy is preserved in all AI systems by safeguarding personally identifiable information (PII) and sensitive data from unauthorized access, disclosure, and manipulation.
4. **Transparency:** The purpose and use of AI systems is proactively communicated and disclosed to the public. An AI system, its data sources, operational model, and policies that govern its use are understandable and documented.
5. **Equity:** AI systems support equitable outcomes for everyone. Bias in AI systems is effectively managed with the intention of reducing harm for anyone impacted by its use.
6. **Accountability:** Roles and responsibilities govern the deployment and maintenance of AI systems, and human oversight ensures adherence to relevant laws and regulations.
7. **Effectiveness:** AI systems are reliable, meet their objectives, and deliver precise and dependable outcomes for the utility and contexts in which they are deployed.
8. **Workforce Empowerment:** Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity.

IV. Roles & Responsibilities

Several roles are responsible for enforcing this AI Policy, outlined below.

- SOCWA's Chief Technology Officer (CTO) ~~IT Systems Administrator (ITSA)~~, or equivalent position, is responsible for directing SOCWA technology resources, policies, projects, services, and coordinating the same with other SOCWA

departments. The ~~ITSA-CTO~~ shall actively ensure AI systems are used in accordance with the SOCWA Acceptable Use Policy. The ~~ITSA-CTO~~ shall actively ensure the AI system is used in accordance with this AI Policy.

- The ~~ITSA-CTO~~ is responsible for overseeing the enterprise security infrastructure, cybersecurity operations, updating security policies, procedures, standards, guidelines, and monitoring policy compliance.
- The ~~ITSA-CTO~~ is responsible for overseeing the enterprise digital privacy practices, data processing practices, and responsible usage of technology in compliance with the Acceptable Use Policy. The ~~ITSA-CTO~~ is responsible overseeing the privacy practices of AI systems used by or on behalf of SOCWA departments.
- SOCWA departments are responsible for following this AI Policy and following updates to this AI Policy and the Acceptable Use Policy and shall check compliance with these documents at least annually.
- The ~~ITSA-CTO~~ shall notify SOCWA departments when an update to this AI Policy or the Acceptable Use Policy is released.
- SOCWA General Counsel is responsible for advising of any legal issues or risks associated with AI systems usage by or on behalf of SOCWA departments.
- The Acting General Manager or General Manager may, at his/her discretion, inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.
- The IT Department is responsible for overseeing the procurement of AI systems and requiring vendors to comply with SOCWA policy standards through contractual agreements.

V. Policy

When purchasing, configuring, developing, operating, or maintaining AI systems, SOCWA will:

- Uphold the Guiding Principles for Responsible AI Systems.
- Conduct an AI review to assess the potential risk of AI systems. The ~~ITSA-CTO~~ is responsible for coordinating review of AI systems used by SOCWA.
- Obtain technical documentation about AI systems or create equivalent documentation if internally developing the AI system.
- Require contractors to comply with this AI Policy overseen by the ~~ITSA-CTO~~; and
- In the event of an incident involving the use of the AI system, SOCWA will follow an incident response plan in accordance with State and Federal guidelines. The ~~ITSA-CTO~~ is responsible for overseeing the security practices of AI systems used by or on behalf of SOCWA departments.

Prohibited Uses

The use of certain AI systems is prohibited due to the sensitive nature of the information processed and severe potential risk. This includes the following prohibited purposes:

- Real-time and covert biometric identification.

- Emotion analysis, or the use of computer vision techniques to classify human facial and body movements into certain emotions or sentiment (e.g., positive, negative, neutral, happy, angry, nervous).
- Fully automated decisions that do not require any meaningful human oversight but substantially impact individuals.
- Social scoring, or the use of AI systems to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics.
- Cognitive behavioral manipulation of people or specific vulnerable groups.
- Autonomous weapons systems.

If SOCWA staff become aware of an instance where an AI system has caused harm, staff must report the instance to their supervisor and the ~~ITSA~~-CTO within 24 hours.

No third-party intellectual property (including without limitation copyright protected information, confidential or trade secret information, or proprietary information of third parties (i.e., any person or entity outside of SOCWA) may be input into any AI system without (i) the express written consent of the third party; and (ii) the express written approval of SOCWA management.

Employees who use AI are responsible for their work product. Therefore, all employees who use AI for work purposes are required to review, evaluate, analyze, and approve AI content for accuracy, completeness, and responsiveness to the task at hand as if the employee created the work product without use of AI. This also includes a review to ensure that AI content has not created or used intellectual property in violation of SOCWA's or another party's intellectual property rights.

Employees who use AI are required to save all instructions used to create AI content and make such instructions available to management upon request.

The use of AI to engage in, facilitate, or promote illegal activities or violation of any SOCWA policy or practice is strictly prohibited.

Employees may only use AI programs and platforms that have been approved by SOCWA, in its sole discretion. Contact SOCWA's ~~ITSA~~-CTO to determine if the program and platform have been approved for use.

SOCWA Data

No SOCWA data (including without limitation trade secret, proprietary, and/or confidential information that belongs to SOCWA, including, but not limited to, treatment plant related plans; business plans; internal business processes; bids; the identities of clients and prospective clients and client and prospective client lists and/or contact information; the terms and conditions of client contracts with SOCWA, including pricing information; the terms and conditions of vendor contracts with SOCWA, including pricing information; financial information concerning SOCWA; SOCWA's sales, procurement, operations, and other training information and materials; ~~;~~ undisclosed

pricing information; pricing policies; client information and data acquired as a result of Employee's employment with SOCWA; vendor information and data acquired as a result of Employee having access to information regarding, participating, or assisting in the purchase of components, materials, and/or parts; trade secrets; reports; production, fabrication, materials procurement, financial performance forecasts; marketing and sales plans, initiatives, and strategies; research and development initiatives and plans and conclusions made therefrom; and any other information regarding the business of clients, prospective clients, and/or vendors; and any other information that, if disclosed, may give a competing business an advantage in the marketplace (whether or not confidential)) may be input into any AI system without the express written approval of SOCWA management.

No SOCWA employee data (including without limitation names; contact information; personal information such as social security numbers, health information, leave information, wages, benefits, evaluations, disciplinary records, or other employee-related information (whether or not confidential)) may be input into any AI system.

No member agency or vendor data (including without limitation names; contact information; project design, plans, or terms; historical projects; pricing; or other client-related information (whether or not confidential)) may be input into any AI system without (i) the express written consent of the member agency or vendor; or –(ii) the express written approval of SOCWA management.

Sunset Procedures

If an AI system operated by SOCWA or on its behalf ceases to provide a positive utility to SOCWA's member agencies as determined by the ~~ITSA-CTO~~ then the use of that AI system must be halted unless express exception is provided by the Acting General Manager or General Manager. If the abrupt cessation of the use of that AI system would significantly disrupt the delivery of SOCWA services, usage of the AI system shall be gradually phased out over time.

Public Records

SOCWA is subject to the California Public Records Act requests. SOCWA staff must follow all current procedures for records retention and disclosure.

Policy Enforcement

All employees, representatives, and agents of SOCWA, whether permanent or temporary, interns, volunteers, contractors, consultants, vendors, and other third parties operating AI systems on behalf of SOCWA are required to abide by this AI Policy and SOCWA's Acceptable Use Policy.

Training

Employees will be provided training regarding the Policy.

VI. Violations of the AI Policy

Violations of any section of the AI Policy, including failure to comply with SOCWA's Acceptable Use Policy may be subject to disciplinary action, up to and including termination. Violations made by a third party while operating an AI system on behalf of SOCWA may result in a breach of contract and/or pursuit of damages. Infractions that violate local, state, federal or international law may be remanded to the proper authorities.

Last Updated: ~~10/04/2024~~ 06/20/2025

Exhibit A

Salary Schedule

EXHIBIT "A"

SOCWA
EMPLOYEE MANUAL SALARY RANGE SUMMARY
07/01/2025 - 06/30/2026

Ranges	COLA @ 3% 1.030			
	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
30.00	28.07	35.78	\$4,865.47	\$6,201.87
30.50	28.77	36.68	\$4,986.80	\$6,357.87
31.00	29.49	37.60	\$5,111.60	\$6,517.33
31.50	30.23	38.54	\$5,239.87	\$6,680.27
32.00	30.98	39.50	\$5,369.87	\$6,846.67
32.50	31.75	40.49	\$5,503.33	\$7,018.27
33.0	32.55	41.54	\$5,642.00	\$7,200.27
33.5	33.36	42.55	\$5,782.40	\$7,375.33
34.0	34.17	43.65	\$5,922.80	\$7,566.00
34.5	35.01	44.73	\$6,068.40	\$7,753.20
35.0	35.89	45.79	\$6,220.93	\$7,936.93
35.5	36.77	46.94	\$6,373.47	\$8,136.27
36.0	37.67	48.08	\$6,529.47	\$8,333.87
36.5	38.60	49.26	\$6,690.67	\$8,538.40
37.0	39.53	50.47	\$6,851.87	\$8,748.13
37.5	40.54	51.45	\$7,026.93	\$8,918.00
38.0	41.54	53.02	\$7,200.27	\$9,190.13
38.5	42.55	54.35	\$7,375.33	\$9,420.67
39.0	43.65	55.68	\$7,566.00	\$9,651.20
39.5	44.73	57.09	\$7,753.20	\$9,895.60
40.0	45.79	58.40	\$7,936.93	\$10,122.67
40.5	46.94	59.90	\$8,136.27	\$10,382.67
41.0	48.08	61.37	\$8,333.87	\$10,637.47
41.5	49.26	62.90	\$8,538.40	\$10,902.67
42.0	50.47	64.45	\$8,748.13	\$11,171.33
42.5	51.75	66.04	\$8,970.00	\$11,446.93
43.0	53.02	67.66	\$9,190.13	\$11,727.73
43.5	54.35	69.35	\$9,420.67	\$12,020.67
44.0	55.68	71.04	\$9,651.20	\$12,313.60
44.5	57.10	72.82	\$9,897.33	\$12,622.13
45.0	58.40	74.60	\$10,122.67	\$12,930.67
45.5	59.90	76.45	\$10,382.67	\$13,251.33
46.0	61.37	78.32	\$10,637.47	\$13,575.47
46.5	62.90	80.29	\$10,902.67	\$13,916.93
47.0	64.45	82.28	\$11,171.33	\$14,261.87
47.5	66.04	84.27	\$11,446.93	\$14,606.80
48.0	67.66	86.38	\$11,727.73	\$14,972.53
48.5	69.35	88.50	\$12,020.67	\$15,340.00
49.0	71.04	90.68	\$12,313.60	\$15,717.87
49.5	72.82	92.96	\$12,622.13	\$16,113.07
50.0	74.60	95.21	\$12,930.67	\$16,503.07
50.5	76.45	97.60	\$13,251.33	\$16,917.33
51.0	78.32	99.95	\$13,575.47	\$17,324.67
51.5	80.28	102.45	\$13,915.20	\$17,758.00
52.0	82.28	104.98	\$14,261.87	\$18,196.53
52.5	84.27	107.58	\$14,606.80	\$18,647.20
53.0	86.33	110.21	\$14,963.87	\$19,103.07
53.5	88.56	112.98	\$15,350.40	\$19,583.20
54.0	90.67	115.73	\$15,716.13	\$20,059.87
54.5	92.95	118.59	\$16,111.33	\$20,555.60
55.0	95.21	121.51	\$16,503.07	\$21,061.73

0

EXHIBIT B

JOB CLASSIFICATIONS

EXHIBIT "B"

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY EMPLOYEE HANDBOOK - JOB CLASSIFICATION SALARY SCHEDULE REVISED 7/1/2025 w/COLA of 3%

SEA Represented Classifications / Non-Exempt					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Operator Grade III	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Operator Grade II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Operator Grade I	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13
Operator in Training	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93
<i>Maintenance</i>					
Maintenance Mechanic III / Truck Driver	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Maintenance Mechanic III	42.5	\$ 51.75	\$ 66.04	\$ 8,970.00	\$ 11,446.93
Maintenance Mechanic II	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Maintenance Mechanic I	36	\$ 37.67	\$ 48.08	\$ 6,529.47	\$ 8,333.87
Procurement Technician	40.5	\$ 46.94	\$ 59.90	\$ 8,136.27	\$ 10,382.67
<i>Support Services</i>					
Sr. Electrician/SCADA Technician	45	\$ 58.40	\$ 74.60	\$ 10,122.67	\$ 12,930.67
Lead Electrical/Instrumentation Technician	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Electrical/Instrumentation Technician	42	\$ 50.47	\$ 64.45	\$ 8,748.13	\$ 11,171.33
Electrical Technician	40	\$ 45.79	\$ 58.40	\$ 7,936.93	\$ 10,122.67
<i>Laboratory Services</i>					
Laboratory Q&A Specialist	44.5	\$ 57.10	\$ 72.82	\$ 9,897.33	\$ 12,622.13
Laboratory Technician III	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Laboratory Technician II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Laboratory Technician I	39	\$ 43.65	\$ 55.68	\$ 7,566.00	\$ 9,651.20
Laboratory Aide/Sampler	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93

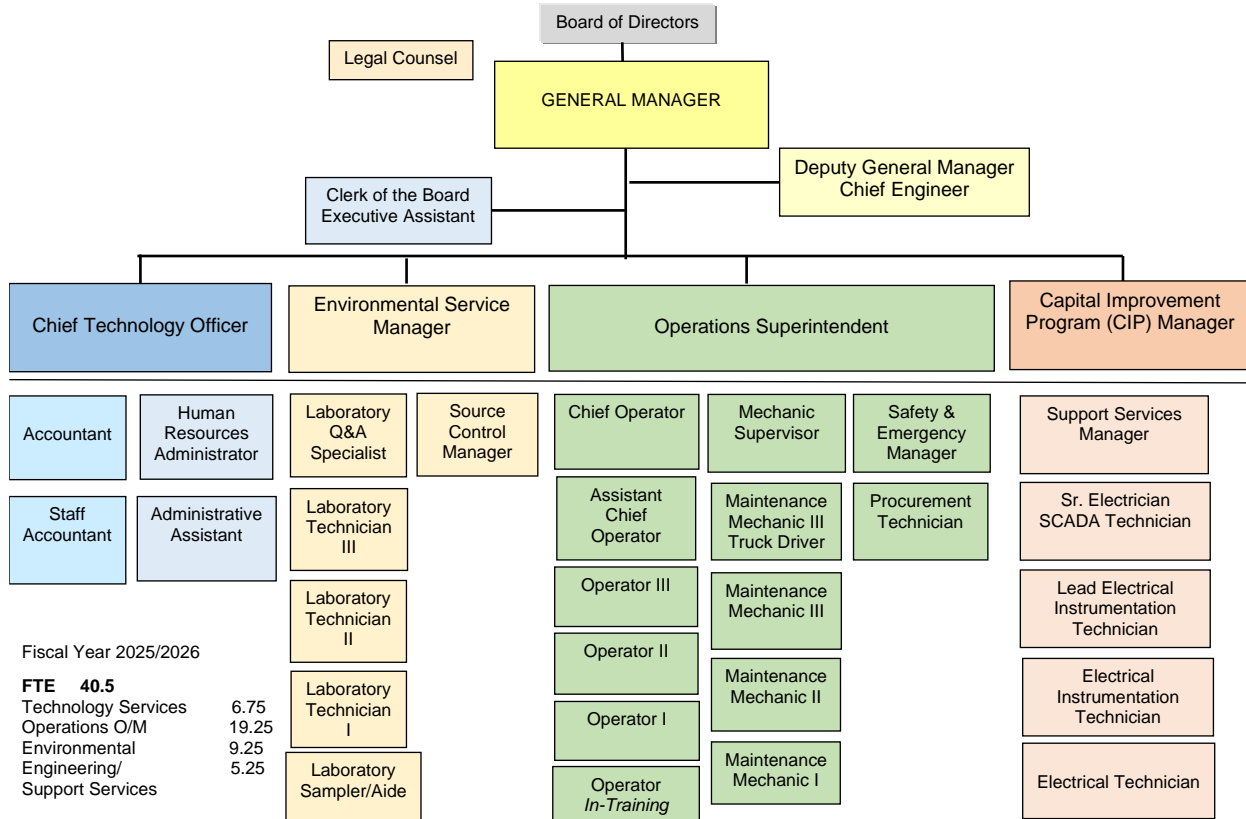
Unrepresented Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Assistant Chief Operator	44	\$ 55.68	\$ 71.04	\$ 9,651.20	\$ 12,313.60
<i>Maintenance</i>					
Maintenance Mechanic Supervisor	44	\$ 55.68	\$ 71.04	\$ 9,651.20	\$ 12,313.60
<i>Environmental Compliance</i>					
Source Control Manager	48	\$ 67.66	\$ 86.38	\$ 11,727.73	\$ 14,972.53
<i>Administration</i>					
Executive Assistant	46	\$ 61.37	\$ 78.32	\$ 10,637.47	\$ 13,575.47
Clerk of the Board	30	\$ 28.07	\$ 35.78	\$ 4,865.47	\$ 6,201.87
Administrative Assistant	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Sr. Accountant	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Accountant	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13

Professional Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations / Safety / Maintenance</i>					
Chief Operator	50	\$ 74.60	\$ 95.21	\$ 12,930.67	\$ 16,503.07
Safety & Emergency Manager	45.5	\$ 59.90	\$ 76.45	\$ 10,382.67	\$ 13,251.33
<i>Support Services</i>					
Support Services Manager	50	\$ 74.60	\$ 95.21	\$ 12,930.67	\$ 16,503.07
<i>Environmental Compliance / Laboratory Services</i>					
Source Control Manager	48	\$ 67.66	\$ 86.38	\$ 11,727.73	\$ 14,972.53
<i>Administration Division</i>					
Human Resource Administrator	49	\$ 71.04	\$ 90.68	\$ 12,313.60	\$ 15,717.87

Management Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Executive Management Division</i>					
General Manager		Set by the Board by Contract			\$ 25,380.99
Deputy GM/Chief Engineer	55	\$ 95.21	\$ 121.51	\$ 16,503.07	\$ 21,061.73
<i>Operations / Safety / Maintenance</i>					
Operations Superintendent	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Capital Improvement Program (CIP) Manager	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Chief Technology Officer	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Environmental Compliance Manager	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53

EXHIBIT C

TABLE OF ORGANIZATION



ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the SOCWA EMPLOYEE MANUAL (hereinafter "Manual"), 202⁵⁴, and that I understand that I am to promptly read its contents. I understand that if I have any questions about the Manual or its contents, I am to discuss them with my supervisor or the Human Resources Department.

I recognize that this Manual supersedes and replaces any previous Manuals, and to the extent that provisions of this Manual conflict with previously issued policies or practices, whether or not such policies and practices were contained in an Employee Manual, this Manual shall prevail. I understand that SOCWA reserves the right to make changes to the Manual. I agree that changes in the policies set out in the Manual are not valid unless made and approved, in writing, by the Board of Directors.

Employee's Name (print or type)

Date: _____

Employee Signature

Date: _____

Witness

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
EMPLOYEE MANUAL

Effective July 1, 2025
Until Revised

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EMPLOYMENT POLICIES GENERALLY

These employment policies are designed to comply with all applicable federal, state and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances the South Orange County Wastewater Authority's employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a South Orange County Wastewater Authority employment policy is in conflict with one of these, please notify Human Resources so that appropriate remedial measures may be undertaken. When the South Orange County Wastewater Authority becomes aware of an actual conflict between its policies and applicable law, regulations or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

SECTION I.

A. PURPOSE

It is the objective of the South Orange County Wastewater Authority (SOCWA), hereinafter referred to as the "Agency", to provide fair and equitable personnel management within the Agency.

This manual is intended to insure uniform and fair treatment of applicants for employment and of the Agency employees and to define the obligations, rights, privileges, benefits and prohibitions to all employees of the Agency. This manual may be modified at any time. For employees in a recognized bargaining unit, if there is a conflict between the provisions of this manual and a valid MOU, the MOU shall control.

B. DEFINITIONS

For purposes of this Employee Manual, the following definitions shall apply:

1. **AGENCY**

This shall mean the South Orange County Wastewater Authority authorized under the California State Government Code Section 6500 et. al.

2. **SEA**

This shall mean the SOCWA Employee Association.

3. **BOARD OF DIRECTORS**

This shall mean the Board of Directors of the Agency.

4. **GENERAL MANAGER**

This shall mean the General Manager of the Agency, appointed by the Board of Directors.

5. **DIRECTOR OF OPERATIONS**

This shall mean the Director of Operations of the Agency.

6. **FULL-TIME EMPLOYEE**

This shall mean all employees appointed by the General Manager for employment on a regular basis of eighty hours (80) per pay period.

7. **PART-TIME EMPLOYEE**

This shall mean all employees appointed by the General Manager for employment on a regular basis who work between 40 and 72 hours per pay period.

8. **TEMPORARY EMPLOYEE**

This shall mean any employee hired by the General Manager for a limited period of time and paid by the hour. Except as otherwise explicitly stated in this Manual, temporary employees only receive those benefits required by applicable law.

9. **PROBATIONARY EMPLOYEE**

This shall mean any employee who has taken a new appointment. The employee shall be subject to a probationary period of between six to twelve months.

10. **REGULAR EMPLOYEE**

This shall mean any employee (who is not a temporary employee) who has successfully passed his/her probationary period.

11. **DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER OR DESIGNEE**

This shall mean that in the absence of the General Manager, his/her designated representative shall act in his/her behalf.

12. **SAFETY HANDBOOK**

This shall mean that document which contains the Agency Injury and Illness Prevention Safety Program.

C. ORGANIZATION CHART

The Agency current table of organization is depicted as Exhibit "C" to this policy, which exhibit is attached hereto and by reference incorporated herein. The same shall be revised from time to time in each fiscal year and shall be shown in the budget.

SECTION II EMPLOYMENT

A. HIRING

1. The Agency subscribes to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment because of race, religious creed, color, age (40 or over), sex, gender, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender identity, gender expression, genetic information, sexual orientation, marital status, military and veteran status or ancestry. It is the policy of the Agency to provide equal employment opportunity to all persons. Its recruitment and employment practices, all offers of employment and all its courses of action concerning training opportunities and training, job placement, promotion, compensation and termination are based solely on merit without regard to race, religious creed, color, age (40 or over), sex, gender, gender identity, sexual orientation, marital status, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender expression, genetic information, ancestry, military and veteran status or any other protected category. To assist in fulfilling the Agency policies regarding equal employment, the Agency has elected to undertake certain Equal Employment Opportunity Policies set forth in this Employee Manual.
2. All employees shall be appointed to their positions by the General Manager.
3. The General Manager shall hire new employees from time to time for positions as identified in the annual budget. Job classifications are approved by the Board of Directors as detailed in Exhibit “B” and shown on Exhibit “C” with the same being modified from time to time in accordance with Section IV.L.
4. Without approval from the Board of Directors, no direct relations of any Agency personnel shall be employed on a full-time, part-time or temporary basis. (The Agency will follow applicable law regarding marital status discrimination).
5. It shall be required that all employees certify, by signature, that they have received, read and fully understand the current Employee Manual and Safety Handbook.
6. The Agency will comply, to the extent applicable, with the provisions of the Fair Labor Standards Act, and other applicable statutes and regulations regarding wages, hours and benefits.

7. All employees entering full-time or part-time employment are required by Chapter 8 (commencing with Section 3100) Division 4, Title 1 of the Government Code to take and subscribe to an oath of allegiance to support and defend the Constitution of the United State of California.
8. All applicants for employment must complete all portions of the Agency employment application form.
9. It shall be required that all individuals accepting employment provide verification of work authorization and identity pursuant to the Immigration Reform and Control Act of 1986. Completion of the Employee section of Form I-9 is mandatory at hiring.
10. If an employee or applicant has a disability that limits their ability to perform essential job functions, the Agency will make reasonable efforts to accommodate them. To assist in the consideration of reasonable accommodation measures, the employee or applicant is encouraged to submit any relevant information from their physician or other healthcare practitioner. Further, upon an employee or applicant's request for accommodations, a meeting will be scheduled with the Human Resources department to engage in the "interactive process" where potential accommodations will be discussed.

B. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least a six (6) month and up to a nine (9) month probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
5. Reclassification: When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
6. Performance Evaluation: All employees receive annual performance reviews each July, with any applicable merit increases taking effect in the pay period following review completion.

For employees whose probationary period started before July 1, 2025, performance reviews occur at the end of the probationary period rather than in July. Upon successful completion of probation, these employees receive any applicable merit increase in the pay period immediately following probation completion. Those employees then transition to the standard annual review cycle each July thereafter.

~~Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date) (If an employee is out on an approved leave of greater than two consecutive weeks (excluding vacations), the evaluation date shall be moved back by an amount equal to the leave, less two weeks.)~~ Additional evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

C. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday at midnight and end on Saturday at 11:59 p.m., except for employees assigned to a 9/80 schedule.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the General Manager at his or her sole discretion.

Current work schedules available year-round are:

5 days per week, 8 hours per day (5/40)
9 days per pay period (9/80)
4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

In addition, employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the

weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.

4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

D. OUTSIDE EMPLOYMENT

1. No full-time employee shall be permitted outside employment without a written request approved by the General Manager so that it can be determined if there is any conflict of interest with his/her job with the Agency. Conflicts of interest include, but are not limited to, (a) having a financial interest in or working for or with any contractor, subcontractor, agency, district, or any other entity retained by the Agency, and (b) holding an outside job which precludes the employee from fulfilling each and every aspect of his/her job with the Agency, including, for example, the ability to meet standby commitments, to be at work on time and to work overtime.
2. It is understood that all employees represent the Agency and their actions shall not be in conflict with the mission of the Agency. Any failure to comply will be considered grounds for disciplinary action.

E. JOB INJURY

1. The Agency has entered into a Self-Insurance Program for California Workers' Compensation Liabilities. On-the-job injury claims will be processed by a third-party adjuster.
2. All on-the-job injuries shall be reported within twenty-four (24) hours to the employees' supervisor, Department Director, Human Resources or General Manager. Any necessary medical treatment or first aid will be obtained immediately. All work-related injuries will be referred to a licensed medical physician selected by the Agency, unless the employee has a pre-

designated physician form on file. Work-related injuries not treated by the Agency physician may not be covered by workers' compensation.

3. Workers' compensation benefits may be coordinated with sick leave benefits and/or accrued vacation time if the employee notifies Human Resources in writing as soon as reasonably possible after the leave commences.

F. CAL/OSHA (OCCUPATIONAL SAFETY AND HEALTH ACT)

1. The Agency will furnish the employee with a place of employment which is safe and healthful as required by applicable law.

Due to the occupation exposure to potentially infectious material, the Agency offers vaccinations listed below at no out of pocket cost to the employee:

Hepatitis A Hepatitis B Typhoid Tetanus Polio

The General Manager will periodically review and update this list based on the potential for employee exposures.

2. The employee's personal matters including attire and hair shall not present a safety hazard or prevent full and proper utilization of safety equipment.
3. The Agency shall maintain safety rules and regulations, updated as necessary but at least annually, which are in complete conformance with the Federal and State regulations. (Refer to the Safety Handbook.)
4. Safety meetings shall be held on a regular basis and all plant personnel are required to attend. Administrative (non-plant) personnel may attend said meetings as directed by the General Manager.
5. It shall be required that all employees certify by signature that they have received, read and fully understand the adopted safety rules and regulations. The safety rules and regulations will be certified annually by the employees.
6. All employees shall be expected to comply with all safety rules and regulations and failure to do so shall be considered as grounds for dismissal.

G. DISCIPLINARY ACTION OR TERMINATION

1. The General Manager or his/her designee has the authority to discipline or terminate any employee for cause. The following is a nonexclusive list of the types of disciplinary actions which may be imposed.
 - a. Oral or written warnings.
 - b. Probation - the placing of an individual in a position wherein his/her past and current performance is being re-evaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.
 - c. Suspension – an involuntary absence with or without pay.
 - d. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary).
 - e. Termination - discharge from service with the Agency.
2. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. Failure of the employee to respond to the corrective action may result in further disciplinary action up to and including termination. The following is a nonexclusive list of the more common causes for disciplinary action or termination:
 - a. Action contrary to the personnel rules and regulations of the Agency.
 - b. Inefficiency or incompetence.
 - c. Willful disobedience or insubordination.
 - d. Self-imposed physical or mental disability.
 - e. Dishonesty.
 - f. Possession or use of illegal drugs (including, but not limited to, marijuana, in all forms, as it remains illegal under federal law).
 - g. Improper use of legal drugs.
 - h. Being under the influence of drugs or alcohol on the Agency premises, or while engaged in Agency business.

- i. Possession and or use of a firearm or other non-authorized weapon on Agency premises, in an Agency vehicle, or while engaged in Agency business.
 - j. Disorderly, immoral or illegal conduct.
 - k. Discourteous treatment of the public or fellow employees.
 - l. Conviction of a felony.
 - m. Unauthorized absence without leave.
 - n. Neglect of duty
 - o. Action incompatible with, or not in the best interest of public service.
 - p. Failure to follow safe working practices or failure to report promptly any injury.
 - q. Falsification of any Agency record.
3. In cases of disciplinary suspensions, demotions or terminations, a regular employee shall be given prior written notification of the proposed disciplinary action. Notification shall include the following (1) A statement of the proposed action; (2) The reason therefore; (3) The effective date of the disciplinary action; (4) The name, position and authority of the person or persons initiating the proposed disciplinary action; (5) The name, position and authority of the person or persons with whom rests the final decision of the proposed action; (6) The names of witnesses used to substantiate the cause for the disciplinary action, and (7) The notice of the right to respond orally or in writing to the authority imposing the discipline. Copies of materials supportive of the disciplinary action shall be attached to the notification.
 4. Any regular employees (not probationary and temporary employees) shall have the right to an Administrative Review of a disciplinary suspension, a demotion, or termination. A written request for such a review shall be submitted to the General Manager within seven (7) calendar days of the date of mailing or personal service of the notice to proposed disciplinary action. If a timely request for review is submitted, the review shall be conducted before a representative of management (the General Manager or his/her designee) prior to the effective date of the disciplinary action.

The employee may submit written rebuttal material prior to the review and present oral and written evidence at the time of the review. The employee is entitled to representation (including an attorney). The management representative conducting the review shall make a finding of fact to support

the reason for the disciplinary action, should such action be deemed appropriate. The employee shall be notified of the management representative's decision in writing. This decision shall be final.

5. A disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed to the Board of Directors or designee(s) by filing a written appeal with the General Manager within ten (10) calendar days from the date of the disciplinary notice.
6. Upon termination, the employee shall be given an exit interview during which final administrative and personnel tasks can be completed. During the interview, the employee will be given a full accounting and check for all moneys due the employee computed to termination date. The review, will include, but is not limited to, a discussion of all benefits, including accrued sick leave, accrued vacation, public employees' retirement system, health insurance, life insurance and disability insurance, and the ability to continue these as provided by law.
7. Upon termination, the employee shall return all previously assigned property of the Agency. The cost of property not returned shall be charged to the employee.

H. ADDRESS CHANGE

It is important that the Agency maintain current home addresses and telephone numbers for all employees. Should the employee's telephone become disconnected for any reason, it is the responsibility of the employee to establish an emergency contact and provide that information to the Agency as soon as possible. There may be occasions when it is imperative that the Agency reach an employee when he/she is at home. The Agency should also be able to contact the employee's family or emergency contact person in case of accident or illness at work. Employees shall notify the Agency of any change of address or telephone number by updating their information through the ADP Payroll Systems.

I. PHYSICAL EXAMINATION

1. Due to safety concerns involved in plant operation, all employees shall be required to pass a medical or physical examination and, for positions designated by the General Manager only, a drug test prior to employment with the Agency. The Agency shall select a licensed medical physician to perform the examination and test, the cost of which shall be borne by the Agency. The examination will determine the applicant's physical fitness to perform the job.
2. In accordance with OSHA regulations, all employees who, in the course of their employment are required to wear respiratory protective equipment must undergo a health evaluation to determine if they are physically able to

perform the work and use the equipment. The evaluation may include a spirometer test and may also include a physical examination if determined medically necessary by a licensed medical physician selected by the Agency. The evaluation will be done annually. The cost of the examination will be borne by the Agency.

3. The Agency shall bear the cost of a physical examination and drug test for all employees required to take such examination as a condition of continued employment.

J. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:
 - a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this Manual.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.
 - a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. Management retains the right to have a representative from Human Resources present at such a grievance meeting.
 - b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One.
 - Employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter.
 - The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance.

- The division supervisor shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.

c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two,

- Employees may submit the grievance in writing to the Department Director within seven (7) calendar days thereafter.
- The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance.
- The Department Director shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

d. Step Four: If the grievance is not resolved in the Third Step,

- The aggrieved employee may submit the grievance in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received.
- The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance.
- The General Manager shall deliver his/her answer in writing within seven (7) calendar days after such a meeting.

After Step One, failure of the aggrieved employee to follow the timeline set forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

K. SMOKING

Smoking (including vapes and e-cigarettes) is prohibited on SOCWA property except in designated areas on approved breaks.

L. SOLICITATION

Persons who are not employees of the Agency are not permitted to solicit or distribute anything for any purpose inside Agency buildings or elsewhere on Agency property. Employees are not permitted to distribute anything for any purpose during working time, or on nonworking time in working areas. No employee shall deface or alter any Agency building or property or employee property by affixing any poster, sign, sticker, or other type of advertising or propaganda matter or device. This policy does not prohibit protected Union activity.

SECTION III. BENEFITS

A. VACATION

1. Accrual Rates:

All regular full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

i. For employees hired prior to July 1, 2014, the following applies:

- 1st through 5 years of employment (end of 5th year) - 96 hours per year
- 6 through 10 years of employment (end of 10th year) - 120 hours per year
- Beginning the 11th year of employment - 160 hours per year

ii. For employees hired on or after July 1, 2014, the following applies:

- 1st through 5 years of employment (end of 5th year) - 80 hours per year
- 6 through 10 years of employment (end of 10th year) - 120 hours per year
- Beginning the 11th year of employment - 160 hours per year

2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.

3. All vacation time must have prior approval. The Supervising Managers/Department Head may approve vacation.

4. Vacation requests for over forty (40) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
5. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
6. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee except in cases of an emergency as determined by the General Manager, his/her designee or the Department Director.
7. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
8. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year. For all hours in excess of 240 hours, employees will receive compensation for those hours at their current rate of pay at the end of the first pay period that ends in December.
9. Eligible new hires shall accrue vacation beginning with the date of hire but may not utilize such during the first six (6) months of their probationary period.
10. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal days, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.
11. Every effort shall be made by the employee to schedule at least one continuous forty (40) hour (one week) vacation during the year.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)
Presidents Day (third Monday in February)
Memorial Day (last Monday in May)

Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day
Thanksgiving Holiday (Friday after Thanksgiving Day)
Christmas Day (December 25)

2. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
3. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
4. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. If the need for paid personal days is foreseeable, the employee must provide their immediate supervisor reasonable advance notification.

Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9- or 10-hour shift).

All Part-time employees are eligible to receive 13 ½ hours of personal leave per fiscal year (beginning July 1) or to be determined based on which quarter hired in.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal days.

5. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
6. All employees eligible to receive paid holidays, and who are scheduled by management to work on an Agency holiday, shall be paid at one and one-half times their normal rate of pay for hours worked on the holiday. This is in addition to the holiday pay (or day off in lieu) at eight, nine or ten-hour's

straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive eight, nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond eight, nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.

7. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All regular full-time employees shall accrue sick leave hours which will begin with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
 - Employee hired prior to July 1, 2014, earn ninety-six (96) hours of sick leave per year:
 - Employee hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year (accrual rate shall be as required by applicable law):
2. Part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Sick leave may be used as required by California law including cases where an employee's presence is required elsewhere to attend to the illness of a "family member" or a "designated person." "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) Employee leave for the serious health condition of members of their immediate family is also governed by the Agency Family Leave policy as detailed in this Employee Manual Attachment "C". The Agency will also approve the use of employee's accrued paid sick time if the employee or an eligible family member is a "victim of violence", for jury duty, to appear in court as a witness in a judicial proceeding and as otherwise required by applicable law.

4. Except where prohibited by applicable law, the General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate shall generally be mandatory in order to return to work.
5. An employee may carry over a maximum of two hundred and forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of 176 hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees who have given two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above 176 hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for all unused sick leave at a rate of 75% upon retirement (remaining 25% converting to service credit with CalPERS). Departing retiring employees have the option to convert 100% of their unused sick leave to service credit with CalPERS.

9. Sick leave shall not be used in lieu of or in addition to vacation and/or holidays for the intent of extending the vacation or the holiday period.
10. Sick leave notification: Employees calling in sick must speak directly to their immediate supervisor; text messages, phone messages or emails will not be considered appropriate notification. Sick leave notification must be given to your immediate supervisor by 8:00 a.m., or within one hour of the start of your normal work day schedule. If the need for paid sick days is foreseeable, the employee must provide their immediate supervisor reasonable advance notification.
11. Temporary employees accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked. They are eligible to use sick leave beginning on

the 90th day of their employment with the Agency. Temporary employees may not cash out any accrued but unused sick leave for any reason during their employment at the Agency. Sick leave will not be paid-out upon termination of employment for temporary employees.

D. LEAVE OF ABSENCE

1. Non-Medical Leave: Upon approval from the General Manager on a written request, an employee may be granted a leave of absence without pay for non-medical reasons. No employee benefits will be paid or accrue during this absence, with the exception of insurance coverage which will remain in effect for the remaining days of the month in which the leave began.
2. Military Leave of Absence: Military leave of absence is governed by provisions of federal law and the Military and Veterans Code of the State of California, including Section Nos. 395 and 395.02 and applicable federal law.
3. Miscellaneous:
 - An employee on an unpaid leave of absence shall not accrue vacation pay or sick leave during their leave, nor shall they be eligible for holiday pay (see Section III-B, par 6). Except as may be required by law, all benefits, including medical insurance, will cease for any employee whose leave of absence exceeds twelve (12) months.
 - Employees must provide their supervisor a written request for any unpaid time off.
 - An employee who falsely claims leave under this policy or supplies false information, in an attempt to obtain leave under this policy shall be subject to disciplinary action up to and including discharge. An employee who works for any other employer while out on leave is also subject to disciplinary action up to and including discharge.
 - The workweek schedule will commence on Sunday and end on Saturday. An employee is permitted the use of accumulated vacation time once sick leave is exhausted when an employee is on an extended leave of absence (2 weeks or more), without securing separate approval for use of the vacation. Employees are responsible to notify Human Resources if they wish to use this provision.
 - The following leave of absences with pay shall not reduce any employee benefits, including their allowable California Family Rights Act ("CFRA") and Federal Family and Medical Leave Act ("FMLA") time as described in Attachment C.

4. Bereavement Leave: Employees are provided five (5) days of Bereavement Leave in accordance with California law. This leave is available for employees who have been employed for at least thirty (30) days prior to the commencement of the leave.

Whenever any full-time employee is compelled to be absent from duty for reason of death or critical illness of a member of his/her family or his/her spouse's family such as a spouse, registered domestic partner, parent, parent-in-law, child, brother, sister, grandchild or grandparent, the employee shall be entitled to three (3) days of leave with pay and two (2) additional unpaid days. If necessary, the employee may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Part-time employees are provided up to five (5) unpaid days of Bereavement Leave.

For all employees, the five (5) days need not be consecutive, but all Bereavement Leave must generally be completed within three (3) months of the date of death of the family member. The Agency may require documentation of the death of the family member so long as it is requested within thirty (30) days of the first day of the leave. Employees may utilize accrued and available sick leave, personal leave, compensatory time off or vacation leave while on unpaid Bereavement Leave. The Agency requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

5. Absence due to a birth or adoption in the immediate family: Whenever any full-time employee is compelled to be absent from duty for reason of the birth or adoption of a child, the employee shall be entitled to five (5) days of leave with pay and if necessary, may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Employees may also be entitled to additional unpaid time off pursuant to the Agency's FMLA/CFRA policy set forth in Attachment C.

E. LIGHT DUTY

Light duty is defined as a temporary work assignment provided to injured employees (1) who are unable to perform their normal job duties, and (2) who have obtained from their doctor a release to work with restrictions.

Employees who are injured and are able to return to work with restrictions will be entitled to light duty provided (1) there is light duty available, (2) the employee is qualified to perform the light duty assignment, and (3) the light duty assignment can be performed within the scope of the employee's restrictions.

F. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN

1. Full-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency for full-time employees. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.

The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #2 above.

- Full-time employees and their dependents are provided with group health insurance coverage under the CalPERS PEMCHA program.

Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.

3. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year.
4. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork will be required. It is mandatory that each employee notifies the Agency, in writing,

whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).

5. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager. Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.

G. SHORT TERM AND LONG -TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

H. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees at an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums, paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes.)
2. It is mandatory that each employee notify the Human Resource Department whenever any desired change in beneficiary data.
3. SOCWA offers employees the option to purchase additional life insurance coverage for themselves, spouse and dependents.

I. UNEMPLOYMENT INSURANCE

Unemployment insurance may be available to qualified employees by the Agency. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department office.

J. RETIREMENT

1. All regular full and part-time employees are covered by the Public Employees' Retirement System (PERS).

- TIER 1** Employees hired prior to February 1, 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
- TIER 2** Employees hired between February 1, 2011 and December 31, 2012, will be on the 2% at 55 formula with the employee paying the full employee contribution.
- TIER 3** Employees hired as of January 1, 2013, that do not qualify as an existing PERS “Classic” employee are on the 2% at 62 formula with the employee paying the full employee contribution.

2. Post-Retirement Health Care

- 2.2 Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements (“Eligible Retirees”) are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.
- 2.3 The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree’s date of employment with the Agency. The Agency provides retiree health benefits as follows:
- a. Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees (“Tier I Allowance”). The Tier I Allowance will be paid as follows:
- an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and
 - a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section J(2.3)(a) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the

excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retirees enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

b. Employees hired on or after July 1, 2017.

- Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section J(2.3)(b) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's responsibility.
- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third-party administrator selected by the Agency.

3. Temporary Employees

- 3.1 Temporary employee retirement is covered by the Agency deferred compensation plan.
- 3.2 Temporary employees will be subject to a percentage withholding of their gross salary for retirement as mandated by federal law. Employees must contribute to one of the Agency's deferred compensation plans. The amount must be equal to or greater than the amount which would normally be withheld for Social Security.
- 3.3 If an employee works more than nine hundred sixty (960) hours per fiscal year, he/she will be added to the PERS system. In such an event, the contributions for the employee and employer will be consistent with applicable law.

K. SOCIAL SECURITY – MEDICARE PORTION

All employees are subject to Medicare tax withholding.

L. EDUCATIONAL REIMBURSEMENT

Employees are encouraged to improve their own job effectiveness and opportunity for advancement by taking courses and working for a degree, credentials or licenses. The Agency shall provide employees with funds to cover the cost of tuition and registration fees, regular textbooks, lab fees and parking fees for approved job-related courses, as approved in advance by the General Manager. These courses of study must be taken through accredited colleges, universities, correspondence schools or recognized professional organizations. All textbooks paid through this program become property of the Agency. These courses of study must meet at least one of the following criteria: (1) Directly related to the employee's current position and job duties; (2) Related to their current or related department; or (3) Required for additional professional licenses required within their current or related department.

An employee may receive reimbursement for approved educational expenses up to a maximum of \$750 for any one course and not more than \$3,000 in any one calendar year. No reimbursement will be made until after the completion of the courses and will not be made if reimbursement has been made from any other source.

In order to be eligible for reimbursement an employee must meet all of the following requirements:

- Submit a course approval request to the General Manager prior to starting the course.
- Submit a copy of the "grade card" or similar document from the educational institution, indicating the course of study was completed.
- Receive a passing grade.
- Remain a regular employee with the Agency for a period of one year after the date the course was completed. If the employee does not complete this requirement, the employee must reimburse the Agency upon termination.
- Submit the request for reimbursement to the Finance Department, including original receipts for all eligible expenses.

M. MILEAGE ALLOWANCE

1. Any employee who is required to use a private vehicle in the discharge of his/her duties shall receive the maximum mileage reimbursement as established by the Internal Revenue Service. Such mileage reimbursement shall be made in the next bill payment cycle, after submittal of an approved reimbursement request.
2. The employee shall furnish the Agency and have on file at the office, a current copy of his/her Certificate of Automobile Insurance including Public

Liability and Property Damage, minimum coverage (\$30,000, \$60,000, and \$10,000).

3. Use of a private vehicle, for Agency purposes or on Agency property, by an employee is governed by a separate Vehicle and Equipment Policy.

N. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution up to \$1,500 per fiscal year.

O. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed, the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear-and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the General Manager. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public

Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV: COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (Exhibit A) and job classification (Exhibit B), and the same shall be revised from time to time by action of the Agency Board.
2. Pay days are on a biweekly basis - every other Thursday.

B. MERIT POOL

Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager. A merit pay pool equal to approximately 3% of the salaries of all employees will generally be established for the purpose of awarding merit increases.

Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. The total amount of meritorious salary increases shall not exceed the 3% merit pay pool in any fiscal year.

In the event an employee receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a lump sum, which shall not be considered as reportable compensation to CalPERS.

C. SALARY ADJUSTMENTS

All employees shall receive a three percent (3%) increase, effective July 1, 2025:

In an effort to remain competitive, SOCWA will review salary ranges against comparator agencies on a bi-annual basis and will adjust ranges if necessary, with the recommendations of the General Manager and approval by the Board. The approved new ranges will be effective at the start of the next fiscal year.

D. INCENTIVE PAY

Education Certification Incentive Program

Employees who obtain a job-related educational certificate which exceeds their minimum job requirements are eligible to receive an incentive pay increase and shall be considered as reportable special compensation for each certificate received in accordance with Agency policy. Certificates must be recognized by CWEA, State Water Resource Board and NCCCO.

1. For Employees hired prior to July 1, 2017
 - a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% of base pay reported as special compensation.
 - Any Grade III employees may receive an additional 2.5% of base pay reported as educational incentive if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
 - b. Employees will receive a 2.5% of base pay reported as special compensation upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:
 - a. Employees will receive a one-time lump sum educational incentive of \$800.00 payment on achieving a Grade 2.
 - b. Employees will receive a one-time lump sum educational incentive of \$800.00 payment upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
 - c. Employees will receive a one-time lump sum educational incentive of \$1200.00 payment upon achieving a Grade 3 or higher certification.

E. MERIT ADVANCEMENT

Full-time and/or part-time employees in good standing may be recommended for merit advancement. Merit reviews shall take place on an annual basis upon completion of the probationary period.

An employee in good standing is defined as one who has received a performance evaluation rating which meets or exceeds expected standards and who has not received any of the following disciplinary actions within the past twelve (12) month period:

- a) Letter of reprimand
- b) Probation for disciplinary purposes

- c) Suspension and/or demotion for disciplinary purposes

The merit recommendations, if any, are to be made by the employee's supervisor and must be approved by the Department Director and the General Manager.

F. SPECIAL PERFORMANCE AWARD

In recognition of situations where long-term SOCWA employees have reached the top of the established salary range for their current positions and are consequently, no longer eligible to receive salary advancements under the regular merit pool, such employees may be considered for a special performance award. The employee must have received an overall merit-based performance review rating of at least "Exceeds Expectations" or "Above Standard" for the preceding twelve-month evaluation period. The General Manager shall approve all such performance awards in writing. The decision of the General Manager shall be final. No award granted under this program shall be considered to increase the employee's base salary, nor shall the award limit the employee's ability to receive general cost of living increases, which may be granted from time to time. No employee shall receive an award under this program more frequently than once in any twelve-month period. No award granted under this program shall exceed five percent (5%) of the employee's base salary. The award shall be paid in a lump sum to the employee. No award approved by the General Manager under this program shall require further approval by the Board of Directors; provided, however, that the General Manager shall annually following the end of the fiscal year provide a summary of the granted award during the previous twelve-month period to the Board of Directors. All employees, whether represented by the SOCWA Employee Association (SEA) or not, including management, supervisory, and confidential employees shall be eligible for this program. The decision of the General Manager to grant or withhold an award under this program shall not be subject to the grievance procedure.

G. OVERTIME

1. All employees who are classified as "non-exempt" employees, as defined under the FLSA, will be eligible for overtime pay. For purpose of defining "non-exempt" employees, the Agency policy shall mean all employees except the employees designated in the Management Division.
2. Administrative nonexempt employees will be paid overtime when they actually work more than 40 hours in a workweek. Overtime pay for bargaining unit employees is defined as that time spent on the job over eight (8) hours in one day for those employees on an eight (8) hour, five (5) day week schedule; or over nine/eight (9/8) hours in one day for those employees on a nine/eighty (9/80) schedule; or over ten (10) hours in one day for those employees on a four/ten (4/10) schedule, or over nine/four (9/4) hours in one day for those employees on a nine/four (9/4), five (5) day per week schedule. The workweek for purposes of overtime calculation shall be: (i) for employees on a nine/eighty (9/80) schedule shall begin at

the mid-point of their shift on their eight (8) hour day and end seven (7) days later. In order to be eligible for overtime pay, an employee must have his/her supervisor's approval before working overtime.

3. Overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for hours worked in excess of 40 in the workweek for administrative employees and for bargaining unit employees, hours worked beyond the normal work schedule. Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Non-bargaining unit employees must also agree with their supervisor prior to performing the work that it will be CTO. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.
4. Time worked on a holiday in excess of the regular shift (eight, nine or ten hours) is paid at triple time rate. This applies to either the regularly scheduled employee or to the employee called in to work.
5. Overtime pay, as defined in paragraph 4 above, will be paid to bargaining unit employees who continuously work up to four (4) hours in excess of their normal work schedule or up to eight (8) hours on their regularly scheduled day off. Double time pay, defined as compensation equal to two times an employee's normal rate of pay, will be paid for those hours worked beyond the four (4) or eight (8) hours described above for bargaining unit employees. Hours must be consecutive in order to receive double-time or triple-time pay.
6. For the purpose of computing overtime pay, the formula shall be as follows: regular rate multiplied by 1.5 for the time and one half or 2.0 for double-time pay and 3.0 for triple-time.
7. When hourly employees are required to work overtime for four (4) hours or more beyond his/her regular work schedule or when hourly employees are called out for work outside their regular work schedule and their meal period occurs during such work, they will be given a reasonable meal allowance or furnished a meal and reasonable work time to eat it. Additional meal allowances or meals will be provided at four (4) hour intervals thereafter during the work period. Employees shall submit a receipt and shall be reimbursed for food and non-alcoholic beverages up to a maximum of \$5.00.
8. Efforts will be made to assign overtime on an equal basis to employees who, in management's discretion, are qualified to perform the overtime work. Work will be scheduled by the Director of Operations or his/her designee in advance if possible.

9. Any employee who works weekends (Saturday and/or Sunday) will receive a differential compensation rate, above their normal rate of pay of \$3.00 per hour.

10. **Non-Exempt Employee Use of Communication Devices**

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior instruction from management. In other words, non-exempt employees are not required to review, read, send, or respond to work-related emails outside of their regularly scheduled hours unless requested to do so with management authorization. All time spent shall be recorded as time worked.

H. ADMINISTRATIVE LEAVE

The General Manager, or designee, may grant paid administrative leave to employees. This may include, but is not limited to, times when exempt employees are required to work above and beyond their normal working hours on behalf of the Agency without additional compensation.

I. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities when assigned to standby in addition to their regular pay.
2. Standby duties require OPERATORS to be available upon forty-five (45) minutes notice and Maintenance and Electrical/SCADA to be available upon ninety (90) minutes notice, on a twenty-four-hour basis.
3. A mobile phone will be provided for all personnel designated on standby. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost or damaged due to a willful act or gross negligence.
4. When an employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay.

The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regular hourly rate.

J. JURY DUTY

Any regular or probationary employee who is required to serve as a juror or who is subpoenaed as a witness in any court in this state, of the United States, or any administrative board or tribunal, shall submit to his/her supervisor notification of the need for such leave of absence as soon as such employee receives notification himself/herself. Any regular or probationary employee shall be entitled to a leave of absence with pay while performing services as a juror or a witness (witness pay is limited to circumstances set forth in applicable Government Code statutes), provided that any such employee shall pay to the Agency any amount received for jury fees, if any, exclusive of travel and subsistence. All regular or probationary employees shall be allowed time off with pay up to a maximum of fifteen (15) working days for the actual period of service required on such jury. Exempt employee's salary will not be reduced while on jury duty unless they perform no work during the entire work week following the 15 working days of paid jury service. Any jury duty beyond the fifteen (15) days will have to be served under the leave of absence criteria set forth in this policy. Upon return to work, the employee will present to the General Manager proof of service for the actual days served and have it duly authorized by the court.

K. SALARY SCHEDULE

The Agency current salary schedule is depicted as Exhibit "A" to this policy, which exhibit is attached hereto and by this reference incorporated herein.

L. JOB CLASSIFICATION

Job classifications are determined from time to time by the General Manager, and as of July 1, 2019, with the approval of the Annual Budget, the job classifications approved by the Board of Directors are depicted as Exhibit "B" to this policy. Annually, with the approval of the Budget, the General manager shall submit to the Board of Directors changes in job classifications implemented in the prior year due to promotions and hiring for business needs and/or as proposed to be implemented in the coming fiscal year.

M. FAIR PAY ACT POLICY

The Agency follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law. California's Fair Pay Act and the Agency prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the Human Resources Department so that appropriate corrective action may be taken.

ATTACHMENT A

Policy Against Employee Harassment and Discrimination.

1. Policy Statement

The Agency strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military and veteran status, or any other protected class under applicable law.

2. Application

- A. This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- B. This policy applies to all officers and employees of the Agency, including, but not limited to, full and part-time employees, per diem employees, temporary employees, and persons working under contract for the Agency.

3. Harassment Defined

- A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:
 - (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment;
 - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
 - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- B. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
 - (1) Kidding or joking about sex or membership in one of the protected classifications;

- (2) Hugs, pats, and similar physical contact;
- (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- (4) Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
- (5) Threats intended to induce sexual favors;
- (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- (8) Prolonged staring or leering at a person;
- (9) Denying an employee use of a restroom consistent with the employee's gender identity;
- (10) Repeatedly and intentionally misgendering employees by use of an incorrect pronoun;
- (11) Harassing an employee about contraceptive or other reproductive choices.
- (12) Outing an employee's sexual orientation or gender identity without their permission.
- (13) Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

4. Procedure

A. Internal Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment or discrimination by co-workers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify his or her supervisor or, in the alternative, the General Manager,

depending on which individual the employee feels most comfortable in contacting.

- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the General Manager so the Agency can try to resolve the claim internally.

B. External Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Civil Rights Department ("the CRD") or the Equal Employment Opportunity Commission. The CRD may be contacted at contact.center@calcivilrights.ca.gov.

5. Investigation

- A. Upon the filing of a complaint with the Agency, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the Agency to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the General Manager; a different investigator shall be appointed by the Chairperson or the Board of Directors. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.
- B. Charges filed with the CRD are investigated by the CRD.

6. Internal Documentation Procedure

- A. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of

the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.

- C. Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the General Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the General Manager. All investigations should be closed in a timely manner.

7. Confidentiality

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

8. Remedies

A. Remedial Action

- (1) If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- (2) Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Agency's operations.

- B. In the event a complaint is filed with the CRD, and the CRD finds that the complaint has merit, the CRD will attempt to negotiate a settlement between the parties. If not settled, the CRD may issue a determination on the merits of the case.

- (1) Where a case is not settled, the CRD may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the CRD for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay;

front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.

- (2) In the alternative, the CRD may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

9. Retaliation

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the Agency or the CRD, is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

10. Employee Obligation

- A. Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment.
- B. Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:
 - (1) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and
 - (2) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Agency investigation of alleged harassment or discrimination.
- C. Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall result in disciplinary action, up to and including, termination of employment.

11. Training

The Agency will provide training to employees as required by applicable law. In addition, employees may access online sexual harassment training courses on the internet website of the Civil Rights Department at www.calcivilrights.ca.gov.

ATTACHMENT B

Your Rights and Responsibilities as a Pregnant Employee

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

The Agency has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 $\frac{1}{3}$ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the Agency has been informed that you need to take PDL, the Agency must guarantee in writing that you can return to work in your same position if you request a written guarantee. The Agency may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe "morning sickness," gestational diabetes, pregnancy-induced hypertension,

preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression.

- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.
- Your leave will be paid or unpaid depending on the Agency policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The Agency requires you to use any available sick leave during your PDL.
- The Agency is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Notice Obligations of Employees:

- Give the Agency reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the Agency sufficient notice for it to make appropriate plans. Sufficient notice means 30 days' advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the Agency may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame the Agency requests, unless it is not practicable for you to do so under the

circumstances despite your diligent, good faith efforts. The Agency must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

- PLEASE NOTE that if you fail to give the Agency reasonable advance notice or written medical certification of your medical need, the Agency may be justified in delaying your reasonable accommodation, transfer, or PDL.

You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave and work at a worksite with 50 or more employees within 75 miles of that worksite. This leave may be up to 12 workweeks in a 12-month period.. For further information on the availability of CFRA leave, please review your employer's policy regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the California Civil Rights Department's website at www.calcivilrights.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Department's website at www.calcivilrights.ca.gov.

ATTACHMENT C

Employee Rights And Responsibilities Under The Family And Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

The 12 month period will be calculated using a rolling 12 month period measured backward from the date the leave is first used.

Military Leave Family Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or are called to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles of the employee making the request. (Currently there are no eligible employees because the Agency employs less than 50 employees.)

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of an accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

CALIFORNIA FAMILY RIGHTS ACT LEAVE

Under the California Family Rights Act of 1993 ("CFRA"), if an employee has more than 12 months of service with the Agency and has worked at least 1250 hours in the past 12 months, and the Agency employs five or more employees, the employee may have a right to CFRA leave.

In computing the 12 month period, the Agency utilizes a rolling 12-month period measured backward from the date leave is used.

If eligible for such leave, an employee may be entitled to take up to 12 work weeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of employee's child, for an employee's own serious health condition or to care for employee's child, parent, parent-in-law, spouse, grandparent, grandchild, sibling, registered domestic partner or "designated person". ("Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) "designated person" per 12-month period.) In addition, under CFRA an employee may take leave because of a qualifying exigency related to covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child or parent in the armed forces of the United States as specified in applicable law.

For CFRA leave, the Agency generally requires the employee to utilize vacation leave and sick leave while on such leave. An exception to this is the employee may not use sick leave during a period of CFRA leave in connection with the birth, adoption or foster care of a child, unless mutually agreed to by the employee and the General Manager.

Another exception is that employees will not be required to use their sick leave if the employee's CFRA leave also qualifies as "kin care" under California law. Under these circumstances, it will be the employee's sole discretion as to whether they wish to utilize sick leave.

While on CFRA leave, the Agency will maintain and pay for coverage under a group health plan, for the duration of the leave, not to exceed 12 workweeks in a 12 month period, commencing on the date leave under CFRA commences, at the level and under the conditions coverage would have been provided if the employee continued employment continuously for the duration of the leave. Employees must continue to pay their portion of group health plan premiums while on CFRA leave.

During CFRA leave, the leave shall not constitute a break in service for any employee benefit plan. An employee shall return with no less seniority than employee had when leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority related benefits, such as vacation.

If the employee's need for leave is foreseeable, the employee shall provide the Agency with reasonable advance notice of the need for the leave.

If the employee's need for leave pursuant to this section is foreseeable due to planned medical treatments or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the Agency, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

The Agency requires that an employee's request for leave to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
- (D) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the Agency requires the employee to obtain recertification, if additional leave is required.

The Agency requires that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The Agency requires that employees obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, if additional leave is required.

As a condition of an employee's return from leave taken because of an employee's own serious health condition, the Agency requires the employee to obtain a certification from the employee's health care provider that the employee is able to resume work.

CFRA leave provided for in this Policy may be taken in one or more periods.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1) Inpatient care in a hospital, hospice or residential health care facility; or
- 2) Continuing treatment or continuing supervision by a health care provider.

“Health care provider” means any of the following: an individual holding either a physician’s and surgeon’s certificate issued pursuant to California law, an osteopathic physician and surgeon certificate issued pursuant to California law, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition. In addition, any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA shall also qualify as a health care provider.

The Agency may recover the premiums for such group health plans that it pays on behalf of the employee if both of the following conditions occur:

- 1) The Employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- 2) The failure of the employee to return from the leave is for a reason other than the continuation, recurrence, or onset of “serious health condition” or other circumstances beyond the control of the employee.

ATTACHMENT D

Weapons/Anti Violence Policy

The Agency has adopted a Zero Tolerance Policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Agency, or which occur on Agency property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Agency or to create a hostile, abusive, or intimidating work environment for one or several Agency employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- All threats or acts of violence occurring off the Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- All threats or acts of violence occurring off the Agency premises involving an employee of the Agency if the threats or acts affect the legitimate interests of the Agency.
- Any acts or threats resulting in the conviction of an employee or agent of the Agency, or of an individual performing services for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Agency.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Agency property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.

- Unauthorized possession or inappropriate use of firearms or weapons.

The Agency's prohibition against threats and acts of violence applies to all persons involved in the Agency's operation, including but not limited to Agency personnel, contract, and temporary workers and anyone else on Agency property. Violations of this policy by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property, or by any individual acting off of Agency property when his/her actions affect the Agency's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Possession while on duty or bringing onto Agency property unauthorized material, such as explosives, weapons (including, but not limited to, firearms and knives), or other similar items, is strictly prohibited.

Every employee and every person on Agency property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which he/she is aware. The report should be made to the Human Resources Department, the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. Nothing in this policy alters any other reporting obligation established in Agency policies or in state, federal, or other applicable law.

ATTACHMENT E

Rights of Victims of Domestic Violence, Sexual Assault, Stalking, Crimes that Cause Physical Injury or Mental Injury, and Crimes Involving a Threat of Physical Injury; and of Persons Whose Immediate Family Member is Deceased as a Direct Result of a Crime
Your Right to Take Time Off:

- You have the right to take time off from work to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare.
- If your Agency has 25 or more workers, you can take time off from work to get medical attention for injuries caused by crime or abuse, receive services from a domestic violence shelter, program, rape crisis center, receive psychological counseling or mental health services related to an experience of crime or abuse, or participate in safety planning and take other actions to increase safety from future crime or abuse.
- You may use accrued paid sick leave or vacation, personal leave, or compensatory time off that is otherwise available for your leave unless you are covered by a union agreement that says something different. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related to trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

1. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your

need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

2. Your Right to be Free From Retaliation and Discrimination:
Your employer cannot treat you differently or fire you because:

You are a victim of domestic violence, sexual assault, or stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury, or are someone whose immediate family member is deceased as a direct result of a crime.

- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the CA Civil Rights Department against your employer if he/she retaliates or discriminates against you.

ATTACHMENT F

Lactation Accommodation Policy

The Agency provides employees the right to request lactation accommodation in accordance with California law. The Agency will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

The Agency will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials. The room will be shielded from view and free from intrusion while the employee is lactating and contain a place to sit. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, the Agency may provide another cooling device suitable for storing milk, such as an Agency-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

A copy of this policy will be provided when an employee is hired or makes an inquiry about, or requests, parental leave.

Employees who require lactation accommodation should contact Human Resources. If the Agency cannot provide break time or a location that complies with California law the Agency will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

ATTACHMENT G

Artificial Intelligence (AI) Policy SOCWA

I. Purpose

This AI Policy establishes a comprehensive, yet flexible, governance structure for AI systems (as defined below) used by, or on behalf of, SOCWA. This AI Policy enables SOCWA to use AI systems for the benefit of the member agencies while safeguarding against potential harms.

The key objectives of this AI Policy are to:

- Provide guidance that is clear, easy to follow, and supports decision-making for the staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining SOCWA's AI systems or leveraging AI systems to provide services to SOCWA.
- Ensure that when using AI systems, SOCWA or those operating on its behalf, adhere to the Guiding Principles that represent values with regards to how AI systems are purchased, configured, developed, operated, or maintained.
- Define roles and responsibilities related to SOCWA's usage of AI systems.
- Establish and maintain processes to assess and manage risks presented by AI systems used by SOCWA
- Align the governance of AI systems with existing data governance, security, and privacy measures in accordance with SOCWA's Acceptable Use Policy.
- Define prohibited uses of AI systems.
- Establish "sunset" procedures to safely retire AI systems that no longer meet the needs of SOCWA.
- Define how AI systems may be used for legitimate SOCWA purposes in accordance with applicable local, state, and federal laws, and existing SOCWA policies.

SOCWA defines "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments.

SOCWA defines an "AI system" to be any system, software, sensor, or process that automatically generates outputs including, but not limited to, predictions, recommendations, or decisions that augment or replace human decision-making. This extends to software, hardware, algorithms, and data generated by these systems, used to automate large-scale processes or analyze large data sets. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.

II. Scope

This AI Policy applies to:

1. All AI systems deployed by SOCWA and
2. Staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining SOCWA's AI systems or who may be leveraging AI systems to provide services to SOCWA.

III. Guiding Principles for Responsible AI Systems

These principles describe the SOCWA's values with regards to how AI systems are purchased, configured, developed, operated, or maintained.

1. **Human-Centered Design:** AI systems are developed and deployed with a human-centered approach that evaluates AI powered services for their impact on the public.
2. **Security & Safety:** AI systems maintain confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use. Implementation of AI systems is reliable and safe, and minimizes risks to individuals, society, and the environment.
3. **Privacy:** Privacy is preserved in all AI systems by safeguarding personally identifiable information (PII) and sensitive data from unauthorized access, disclosure, and manipulation.
4. **Transparency:** The purpose and use of AI systems is proactively communicated and disclosed to the public. An AI system, its data sources, operational model, and policies that govern its use are understandable and documented.
5. **Equity:** AI systems support equitable outcomes for everyone. Bias in AI systems is effectively managed with the intention of reducing harm for anyone impacted by its use.
6. **Accountability:** Roles and responsibilities govern the deployment and maintenance of AI systems, and human oversight ensures adherence to relevant laws and regulations.
7. **Effectiveness:** AI systems are reliable, meet their objectives, and deliver precise and dependable outcomes for the utility and contexts in which they are deployed.
8. **Workforce Empowerment:** Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity.

IV. Roles & Responsibilities

Several roles are responsible for enforcing this AI Policy, outlined below.

- SOCWA's IT Systems Administrator (ITSA), or equivalent position, is responsible for directing SOCWA technology resources, policies, projects, services, and coordinating the same with other SOCWA departments. The ITSA shall actively

ensure AI systems are used in accordance with the SOCWA Acceptable Use Policy. The ITSA shall actively ensure the AI system is used in accordance with this AI Policy.

- The ITSA is responsible for overseeing the enterprise security infrastructure, cybersecurity operations, updating security policies, procedures, standards, guidelines, and monitoring policy compliance.
- The ITSA is responsible for overseeing the enterprise digital privacy practices, data processing practices, and responsible usage of technology in compliance with the Acceptable Use Policy. The ITSA is responsible overseeing the privacy practices of AI systems used by or on behalf of SOCWA departments.
- SOCWA departments are responsible for following this AI Policy and following updates to this AI Policy and the Acceptable Use Policy and shall check compliance with these documents at least annually.
- The ITSA shall notify SOCWA departments when an update to this AI Policy or the Acceptable Use Policy is released.
- SOCWA General Counsel is responsible for advising of any legal issues or risks associated with AI systems usage by or on behalf of SOCWA departments.
- The Acting General Manager or General Manager may, at his/her discretion, inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.
- The IT Department is responsible for overseeing the procurement of AI systems and requiring vendors to comply with SOCWA policy standards through contractual agreements.

V. Policy

When purchasing, configuring, developing, operating, or maintaining AI systems, SOCWA will:

- Uphold the Guiding Principles for Responsible AI Systems.
- Conduct an AI review to assess the potential risk of AI systems. The ITSA is responsible for coordinating review of AI systems used by SOCWA.
- Obtain technical documentation about AI systems or create equivalent documentation if internally developing the AI system.
- Require contractors to comply with this AI Policy overseen by the ITSA; and
- In the event of an incident involving the use of the AI system, SOCWA will follow an incident response plan in accordance with State and Federal guidelines. The ITSA is responsible for overseeing the security practices of AI systems used by or on behalf of SOCWA departments.

Prohibited Uses

The use of certain AI systems is prohibited due to the sensitive nature of the information processed and severe potential risk. This includes the following prohibited purposes:

- Real-time and covert biometric identification.

- Emotion analysis, or the use of computer vision techniques to classify human facial and body movements into certain emotions or sentiment (e.g., positive, negative, neutral, happy, angry, nervous).
- Fully automated decisions that do not require any meaningful human oversight but substantially impact individuals.
- Social scoring, or the use of AI systems to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics.
- Cognitive behavioral manipulation of people or specific vulnerable groups.
- Autonomous weapons systems.

If SOCWA staff become aware of an instance where an AI system has caused harm, staff must report the instance to their supervisor and the ITSA within 24 hours.

No third-party intellectual property (including without limitation copyright protected information, confidential or trade secret information, or proprietary information of third parties (i.e., any person or entity outside of SOCWA) may be input into any AI system without (i) the express written consent of the third party; and (ii) the express written approval of SOCWA management.

Employees who use AI are responsible for their work product. Therefore, all employees who use AI for work purposes are required to review, evaluate, analyze, and approve AI content for accuracy, completeness, and responsiveness to the task at hand as if the employee created the work product without use of AI. This also includes a review to ensure that AI content has not created or used intellectual property in violation of SOCWA's or another party's intellectual property rights.

Employees who use AI are required to save all instructions used to create AI content and make such instructions available to management upon request.

The use of AI to engage in, facilitate, or promote illegal activities or violation of any SOCWA policy or practice is strictly prohibited.

Employees may only use AI programs and platforms that have been approved by SOCWA, in its sole discretion. Contact SOCWA's ITSA to determine if the program and platform have been approved for use.

SOCWA Data

No SOCWA data (including without limitation trade secret, proprietary, and/or confidential information that belongs to SOCWA, including, but not limited to, treatment plant related plans; business plans; internal business processes; bids; the identities of clients and prospective clients and client and prospective client lists and/or contact information; the terms and conditions of client contracts with SOCWA, including pricing information; the terms and conditions of vendor contracts with SOCWA, including pricing information; financial information concerning SOCWA; SOCWA's sales, procurement, operations, and other training information and materials; ; undisclosed pricing information; pricing

policies; client information and data acquired as a result of Employee's employment with SOCWA; vendor information and data acquired as a result of Employee having access to information regarding, participating, or assisting in the purchase of components, materials, and/or parts; trade secrets; reports; production, fabrication, materials procurement, financial performance forecasts; marketing and sales plans, initiatives, and strategies; research and development initiatives and plans and conclusions made therefrom; and any other information regarding the business of clients, prospective clients, and/or vendors; and any other information that, if disclosed, may give a competing business an advantage in the marketplace (whether or not confidential)) may be input into any AI system without the express written approval of SOCWA management.

No SOCWA employee data (including without limitation names; contact information; personal information such as social security numbers, health information, leave information, wages, benefits, evaluations, disciplinary records, or other employee-related information (whether or not confidential)) may be input into any AI system.

No member agency or vendor data (including without limitation names; contact information; project design, plans, or terms; historical projects; pricing; or other client-related information (whether or not confidential)) may be input into any AI system without (i) the express written consent of the member agency or vendor; or (ii) the express written approval of SOCWA management.

Sunset Procedures

If an AI system operated by SOCWA or on its behalf ceases to provide a positive utility to SOCWA's member agencies as determined by the ITSA then the use of that AI system must be halted unless express exception is provided by the Acting General Manager or General Manager. If the abrupt cessation of the use of that AI system would significantly disrupt the delivery of SOCWA services, usage of the AI system shall be gradually phased out over time.

Public Records

SOCWA is subject to the California Public Records Act requests. SOCWA staff must follow all current procedures for records retention and disclosure.

Policy Enforcement

All employees, representatives, and agents of SOCWA, whether permanent or temporary, interns, volunteers, contractors, consultants, vendors, and other third parties operating AI systems on behalf of SOCWA are required to abide by this AI Policy and SOCWA's Acceptable Use Policy.

Training

Employees will be provided training regarding the Policy.

VI. Violations of the AI Policy

Violations of any section of the AI Policy, including failure to comply with SOCWA's Acceptable Use Policy may be subject to disciplinary action, up to and including termination. Violations made by a third party while operating an AI system on behalf of SOCWA may result in a breach of contract and/or pursuit of damages. Infractions that violate local, state, federal or international law may be remanded to the proper authorities.

Last Updated: 10/04/2024

Exhibit A

Salary Schedule

EXHIBIT "A"

SOCWA
EMPLOYEE MANUAL SALARY RANGE SUMMARY
07/01/2025 - 06/30/2026

Ranges	COLA @ 3%				1.030
	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
30.00	28.07	35.78	\$4,865.47	\$6,201.87	
30.50	28.77	36.68	\$4,986.80	\$6,357.87	
31.00	29.49	37.60	\$5,111.60	\$6,517.33	
31.50	30.23	38.54	\$5,239.87	\$6,680.27	
32.00	30.98	39.50	\$5,369.87	\$6,846.67	
32.50	31.75	40.49	\$5,503.33	\$7,018.27	
33.0	32.55	41.54	\$5,642.00	\$7,200.27	
33.5	33.36	42.55	\$5,782.40	\$7,375.33	
34.0	34.17	43.65	\$5,922.80	\$7,566.00	
34.5	35.01	44.73	\$6,068.40	\$7,753.20	
35.0	35.89	45.79	\$6,220.93	\$7,936.93	
35.5	36.77	46.94	\$6,373.47	\$8,136.27	
36.0	37.67	48.08	\$6,529.47	\$8,333.87	
36.5	38.60	49.26	\$6,690.67	\$8,538.40	
37.0	39.53	50.47	\$6,851.87	\$8,748.13	
37.5	40.54	51.45	\$7,026.93	\$8,918.00	
38.0	41.54	53.02	\$7,200.27	\$9,190.13	
38.5	42.55	54.35	\$7,375.33	\$9,420.67	
39.0	43.65	55.68	\$7,566.00	\$9,651.20	
39.5	44.73	57.09	\$7,753.20	\$9,895.60	
40.0	45.79	58.40	\$7,936.93	\$10,122.67	
40.5	46.94	59.90	\$8,136.27	\$10,382.67	
41.0	48.08	61.37	\$8,333.87	\$10,637.47	
41.5	49.26	62.90	\$8,538.40	\$10,902.67	
42.0	50.47	64.45	\$8,748.13	\$11,171.33	
42.5	51.75	66.04	\$8,970.00	\$11,446.93	
43.0	53.02	67.66	\$9,190.13	\$11,727.73	
43.5	54.35	69.35	\$9,420.67	\$12,020.67	
44.0	55.68	71.04	\$9,651.20	\$12,313.60	
44.5	57.10	72.82	\$9,897.33	\$12,622.13	
45.0	58.40	74.60	\$10,122.67	\$12,930.67	
45.5	59.90	76.45	\$10,382.67	\$13,251.33	
46.0	61.37	78.32	\$10,637.47	\$13,575.47	
46.5	62.90	80.29	\$10,902.67	\$13,916.93	
47.0	64.45	82.28	\$11,171.33	\$14,261.87	
47.5	66.04	84.27	\$11,446.93	\$14,606.80	
48.0	67.66	86.38	\$11,727.73	\$14,972.53	
48.5	69.35	88.50	\$12,020.67	\$15,340.00	
49.0	71.04	90.68	\$12,313.60	\$15,717.87	
49.5	72.82	92.96	\$12,622.13	\$16,113.07	
50.0	74.60	95.21	\$12,930.67	\$16,503.07	
50.5	76.45	97.60	\$13,251.33	\$16,917.33	
51.0	78.32	99.95	\$13,575.47	\$17,324.67	
51.5	80.28	102.45	\$13,915.20	\$17,758.00	
52.0	82.28	104.98	\$14,261.87	\$18,196.53	
52.5	84.27	107.58	\$14,606.80	\$18,647.20	
53.0	86.33	110.21	\$14,963.87	\$19,103.07	
53.5	88.56	112.98	\$15,350.40	\$19,583.20	
54.0	90.67	115.73	\$15,716.13	\$20,059.87	
54.5	92.95	118.59	\$16,111.33	\$20,555.60	
55.0	95.21	121.51	\$16,503.07	\$21,061.73	

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EXHIBIT B

JOB CLASSIFICATIONS

EXHIBIT "B"

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY EMPLOYEE HANDBOOK - JOB CLASSIFICATION SALARY SCHEDULE REVISED 7/1/2025 w/COLA of 3%

SEA Represented Classifications / Non-Exempt					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Operator Grade III	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Operator Grade II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Operator Grade I	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13
Operator in Training	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93
<i>Maintenance</i>					
Maintenance Mechanic III / Truck Driver	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Maintenance Mechanic III	42.5	\$ 51.75	\$ 66.04	\$ 8,970.00	\$ 11,446.93
Maintenance Mechanic II	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Maintenance Mechanic I	36	\$ 37.67	\$ 48.08	\$ 6,529.47	\$ 8,333.87
Procurement Technician	40.5	\$ 46.94	\$ 59.90	\$ 8,136.27	\$ 10,382.67
<i>Support Services</i>					
Sr. Electrician/SCADA Technician	45	\$ 58.40	\$ 74.60	\$ 10,122.67	\$ 12,930.67
Lead Electrical/Instrumentation Technician	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Electrical/Instrumentation Technician	42	\$ 50.47	\$ 64.45	\$ 8,748.13	\$ 11,171.33
Electrical Technician	40	\$ 45.79	\$ 58.40	\$ 7,936.93	\$ 10,122.67
<i>Laboratory Services</i>					
Laboratory O&A Specialist	44.5	\$ 57.10	\$ 72.82	\$ 9,897.33	\$ 12,622.13
Laboratory Technician III	43.5	\$ 54.35	\$ 69.35	\$ 9,420.67	\$ 12,020.67
Laboratory Technician II	41	\$ 48.08	\$ 61.37	\$ 8,333.87	\$ 10,637.47
Laboratory Technician I	39	\$ 43.65	\$ 55.68	\$ 7,566.00	\$ 9,651.20
Laboratory Aide/Sampler	35	\$ 35.89	\$ 45.79	\$ 6,220.93	\$ 7,936.93

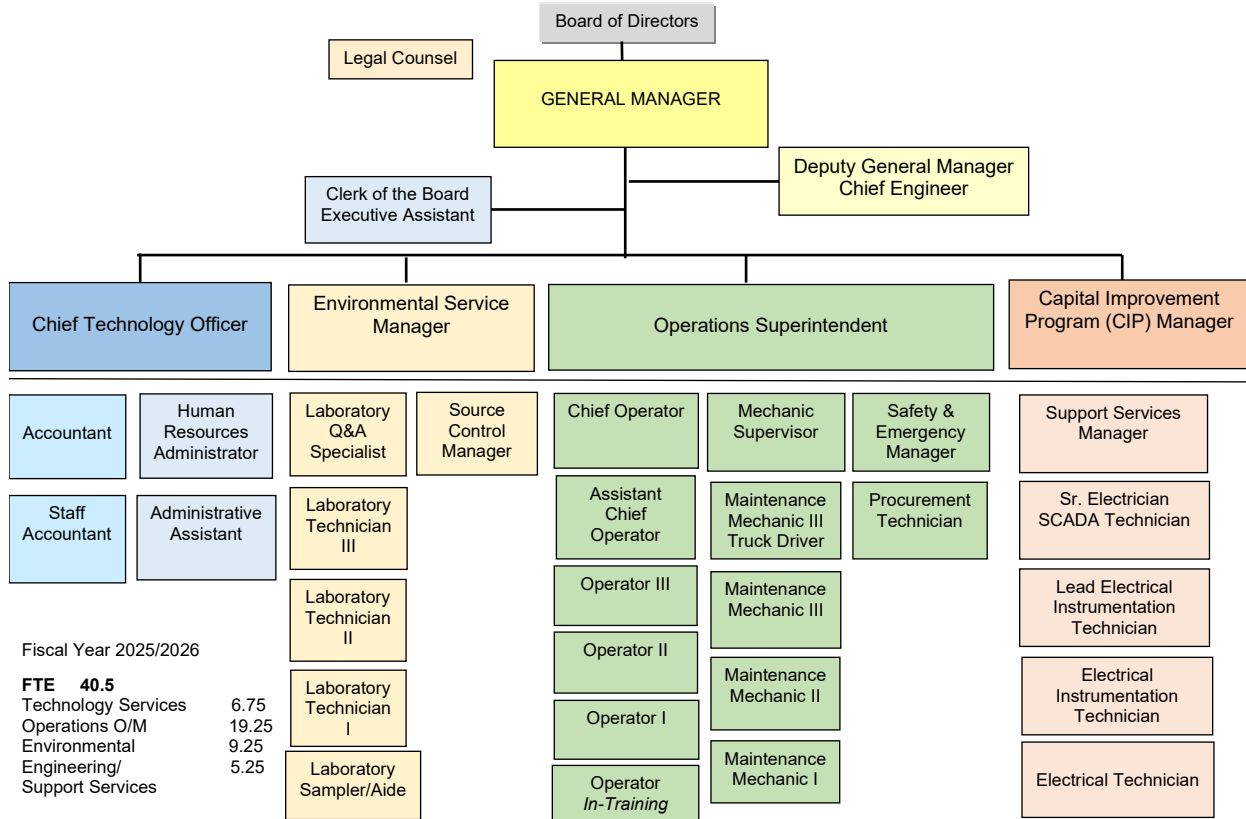
Unrepresented Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations</i>					
Assistant Chief Operator	44	\$ 55.68	\$ 71.04	\$ 9,651.20	\$ 12,313.60
<i>Maintenance</i>					
Maintenance Mechanic Supervisor	44	\$ 55.68	\$ 71.04	\$ 9,651.20	\$ 12,313.60
<i>Environmental Compliance</i>					
Source Control Manager	48	\$ 67.66	\$ 86.38	\$ 11,727.73	\$ 14,972.53
<i>Administration</i>					
Executive Assistant	46	\$ 61.37	\$ 78.32	\$ 10,637.47	\$ 13,575.47
Clerk of the Board	30	\$ 28.07	\$ 35.78	\$ 4,865.47	\$ 6,201.87
Administrative Assistant	43	\$ 53.02	\$ 67.66	\$ 9,190.13	\$ 11,727.73
Sr. Accountant	38	\$ 41.54	\$ 53.02	\$ 7,200.27	\$ 9,190.13
Accountant	37	\$ 39.53	\$ 50.47	\$ 6,851.87	\$ 8,748.13

Professional Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Operations / Safety / Maintenance</i>					
Chief Operator	50	\$ 74.60	\$ 95.21	\$ 12,930.67	\$ 16,503.07
Safety & Emergency Manager	45.5	\$ 59.90	\$ 76.45	\$ 10,382.67	\$ 13,251.33
<i>Support Services</i>					
Support Services Manager	50	\$ 74.60	\$ 95.21	\$ 12,930.67	\$ 16,503.07
<i>Environmental Compliance / Laboratory Services</i>					
Source Control Manager	48	\$ 67.66	\$ 86.38	\$ 11,727.73	\$ 14,972.53
<i>Administration Division</i>					
Human Resource Administrator	49	\$ 71.04	\$ 90.68	\$ 12,313.60	\$ 15,717.87

Management Classifications					
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary
<i>Executive Management Division</i>					
General Manager		Set by the Board by Contract			\$ 25,380.99
Deputy GM/Chief Engineer	55	\$ 95.21	\$ 121.51	\$ 16,503.07	\$ 21,061.73
<i>Operations Superintendent</i>					
Operations Superintendent	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Capital Improvement Program (CIP) Manager	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Chief Technology Officer	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53
Environmental Compliance Manager	52	\$ 82.28	\$ 104.98	\$ 14,261.87	\$ 18,196.53

EXHIBIT C

TABLE OF ORGANIZATION



ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the SOCWA EMPLOYEE MANUAL (hereinafter "Manual"), 2025, and that I understand that I am to promptly read its contents. I understand that if I have any questions about the Manual or its contents, I am to discuss them with my supervisor or the Human Resources Department.

I recognize that this Manual supersedes and replaces any previous Manuals, and to the extent that provisions of this Manual conflict with previously issued policies or practices, whether or not such policies and practices were contained in an Employee Manual, this Manual shall prevail. I understand that SOCWA reserves the right to make changes to the Manual. I agree that changes in the policies set out in the Manual are not valid unless made and approved, in writing, by the Board of Directors.

Employee's Name (print or type)

Date: _____

Employee Signature

Date: _____

Witness

Agenda Item

8.D.

Legal Review: Yes

Meeting Date: June 23, 2025

TO: Board of Directors

FROM: Amber Boone, General Manager

STAFF CONTACT: Dina Ash, HR Administrator

SUBJECT: Employee Reimbursement to Moulton Niguel Water District

Summary

Prior to the December 9, 2024, Reorganization Agreement, SOCWA employees who were planning to transfer to MNWD elected to have leave balances (vacation, compensatory time-off, and sick leave at the time of transition) transferred to MNWD once the agreements were finalized. The Labor Transition and Commitment to Shared Services MOU between MNWD, SOCWA, and the SOCWA Employees Association describes the execution:

“2. Leave Balance Accruals. Employees who choose to transition to MNWD shall retain their accrued but unused leave balances for vacation, compensatory time-off, and sick leave at the time of transition, in accordance with the applicable caps in the MNWD Personnel and Salary Policy and MOU. Notwithstanding the above, employees will retain the option to cash out these leave balances as set forth in the SOCWA Employee Manual. SOCWA shall compute the dollar value of the leave [at SOCWA rates] balances that have been accrued and funded for the transitioning employees and shall fund MNWD with the value of the leave at the time of the transition.”

SOCWA and MNWD computed the dollar value of the leave balances to be transferred and determined the dollar value of accumulated leave balances was \$274,371.93 as of the employee's final resignation date of December 11, 2024, as illustrated in Table 1.

Table 1: MNWD Transferred Employee Hours and Hourly Rate

Employee Number	Hourly Rate	Total Sick Balance (Hours)	75% Sick Balance	Total Vacation Balance (Hours)	Total Vacation Dollars (\$)	Total Comp Balance (Hours)	Total Comp Dollars (\$)	Total Personal Balance (Hours)	Total Personal Dollars (\$)	MNWD Employee Transfer Total (\$)
1	\$44.02	87.86	\$ 2,900.70	129.36	\$ 5,694.43	16.25	\$ 715.33	9	396.18	
2	\$44.44	16.45	\$ 548.28	11.7	\$ 519.95					
3	\$45.05	41.49	\$ 1,401.84	264.29	\$ 11,906.26					
4	\$50.07	193.09	\$ 7,251.01	97.83	\$ 4,898.35	2	\$ 100.14	18	901.26	
5	\$51.80	88.47	\$ 3,437.06	64.89	\$ 3,361.30					
6	\$55.52	81.50	\$ 3,393.66	147.5	\$ 8,189.20					
7	\$55.73	181.74	\$ 7,596.28	171.24	\$ 9,543.21					
8	\$56.49	24.59	\$ 1,041.82	69.8	\$ 3,943.00					
9	\$61.17	48.30	\$ 2,215.88	121.37	\$ 7,424.20	19.75	\$ 1,208.11	9	550.53	
10	\$64.97	101.79	\$ 4,959.97	149.99	\$ 9,744.85	14	\$ 909.58	18	1169.46	
11	\$67.34	309.17	\$ 15,614.63	393.29	\$ 26,484.15	40	\$ 2,693.60	18	1212.12	
12	\$68.97	296.21	\$ 15,322.20	207.06	\$ 14,280.93			27	1862.19	
13	\$70.69	236.14	\$ 12,519.55	273.06	\$ 19,302.61	18	\$ 1,272.42	27	1908.63	
14	\$72.43	93.86	\$ 5,098.71	284.92	\$ 20,636.76	8.12	\$ 588.13			
15	\$90.27	248.21	\$ 16,804.44	142.34	\$ 12,849.03					
			\$ 100,106.03		\$ 158,778.23		\$ 7,487.30		\$ 8,000.37	\$ 274,371.93

Fiscal impact

Effective July 1, 2024, FY 2024-25, SOCWA changed from the termination value for sick leave to full accrual per GASB 101 implementation, which means that SOCWA collected enough monies for the payout as per the MOU and previous SOCWA employee requests.

Recommended Action: The Finance Committee recommends that the Board of Directors authorize the General Manager to execute the payment of \$274,371.93 to Moulton Niguel Water District for SOCWA terminated employees' leave balances.

Attachment(s): Fully Executed Labor Transition MOU

MEMORANDUM OF UNDERSTANDING

Terms of Labor Transition and Commitment to Shared Services

This Memorandum of Understanding (“MOU”) regarding the terms for labor transition from SOCWA to MNWD and commitment to ongoing shared services dated November 14, 2024, is by and between the Moulton Niguel Water District, a California Water District (referred to as “MNWD”), the South Orange County Wastewater Authority, a California Joint Powers Authority (referred to as “SOCWA”), and the SOCWA Employees Association, a recognized employee association (referred to as “SEA”). From time to time within this MOU, MNWD, SOCWA, and SEA may be collectively referred to herein as the “Parties” and each individually as “Party.”

RECITALS

- A. SOCWA is currently comprised of the following member agencies: MNWD, South Coast Water District, a county water district (“SCWD”), Emerald Bay Service District, a California municipality Community Services District (“EBSD”), City of Laguna Beach, a California municipality (“CLB”), City of San Clemente, a California municipality (“CSC”), Santa Margarita Water District, a California water district (“SMWD”) and El Toro Water District, a California water district (“ETWD”). (collectively, the “Member Agencies”).
- B. The Member Agencies are all parties to the Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority, dated July 1, 2001 (the “Joint Powers Agreement”).
- C. SOCWA currently owns and operates the Regional Treatment Plant (“RTP”) for MNWD, SCWD, CLB, EBSD, and ETWD (“RTP Original Members”). MNWD owns capacity rights for treating wastewater flows and the RTP Original Members all own capacity rights for processing solids at the RTP. SCWD, EBSD, CLB and ETWD are collectively referred to herein as the “RTP Transferors”.
- D. SOCWA and the RTP Transferors will agree to transfer ownership and operation of the RTP to MNWD and MNWD has agreed to accept the transfer of their interest in the RTP to MNWD.
- E. In consideration of the transfer of the RTP, MNWD will offer employment to SOCWA employees to operate and maintain the RTP upon completion of the transfer. MNWD and SOCWA desire to enter into an agreement for shared services opportunities as necessary to operate wastewater facilities as a component of the transfer of the RTP operations to MNWD.
- F. Many of the SOCWA employees are members of the SEA and represented by the Orange County Employees Association.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Transfer of SOCWA Employees. MNWD will pay any reasonable severance agreed upon for those employees unwilling to transfer to MNWD that may be laid off as a result of SOCWA no longer owning and operating the Regional Treatment Plant. SOCWA retains the ability to transfer the remaining employees between its facilities to support its operation and maintenance requirements.
2. Leave Balance Accruals. Employees who choose to transition to MNWD shall retain their accrued but unused leave balances for vacation, compensatory time-off, and sick leave at the time of transition, in accordance with the applicable caps in the MNWD Personnel and Salary Policy and MOU. Notwithstanding the above, employees will retain the option to cash out these leave balances as set forth in the SOCWA Employee Manual. SOCWA shall compute the dollar value of the leave balances that have been accrued and funded for the transitioning employees and shall fund MNWD with the value of the leave at the time of the transition.
3. Shared Services. MNWD and SOCWA agree to work collaboratively to provide shared services as necessary to support the continued operation of the RTP and wastewater treatment facilities operated by SOCWA. The shared services to be provided between MNWD and SOCWA will be established during the transition of the RTP, and thereafter for the term of this MOU, by mutual agreement of the Parties as defined below.
 - a. Defined Services. The General Managers for MNWD and SOCWA will execute individual task orders to define each service to be provided by one Party to the other Party. MNWD and SOCWA agree to cooperate in executing shared service task orders and will not unreasonably withhold approval of a task order. Each task order shall include an estimate of hours and costs required during a defined term. If practical, task orders will be submitted or modified for approval in advance of the upcoming fiscal year to incorporate into the Parties' individual budgets.
 - b. Costs, Invoicing and Payment. Each Party shall invoice the other Party on a no less than annual basis, for actual costs to provide the agreed upon services. The costs will be based on the Party's actual direct costs, and on a time and materials basis, and shall include reasonable overhead costs which shall not exceed ten percent and shall be presented with the annual task order budget. Invoices for all services under this Agreement shall be paid no later than 45 days after receipt of invoices.

- c. Indemnity. Each Party shall indemnify, defend, and hold harmless the other Parties from any claims arising out of or related to the provided services on or after the Effective Date, unless such claims arise out of the intentional misconduct or gross negligence of the Party's employee performing the service.
4. Signing Authority. Each Party represents and warrants that each person or persons executing this MOU on its behalf is duly authorized to do so by the respective Party and that this MOU shall bind the Parties.
5. Notices. Any written notice required by this MOU shall be made by U.S. mail or by reliable overnight courier and delivered to the following address, together with a courtesy copy by email:
- To MNWD: Moulton Niguel Water District
 26161 Gordon Road
 Laguna Hills, CA 92653
 Attn: General Manager
- To SOCWA: South Orange County Wastewater Authority
 34156 Del Obispo Street
 Dana Point CA 92629
 Attn: General Manager
- Any Party may, by written notice to the others, designate a different address or addressee, which will be substituted immediately for that specified above.
6. Severability. If any provision of this MOU, for any reason, is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this MOU, but this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been set forth herein, and the remainder will be enforceable to the fullest extent permitted by law.
7. Successors & Assigns. The terms of this MOU are binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the Parties.
8. Term. The term of this MOU shall be 5 years from the Effective Date. This MOU will automatically extend on a yearly basis after the initial term unless terminated by a Party with one hundred eighty days' written notice prior to the beginning of a new fiscal year by MNWD or SOCWA.

9. Counterparts. Each Party represents and warrants that it has the full power and authority to execute this MOU. This MOU may be executed in counterparts and/or electronically (e.g., via DocuSign), each of which shall be deemed an original and all of which shall constitute one instrument. A faxed, .pdf, scanned or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

The Parties are signing this MOU as of the dates indicated below.


For Moulton Niguel Water District "MNWD"

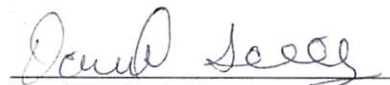
Date

11/14/24


For South Orange County Wastewater Authority "SOCWA"

Date

11/7/24


For SOCWA Employees Association "SEA"

Date

11/7/24