



**DUBLIN SAN RAMON SERVICES DISTRICT
Board of Directors**

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, November 7, 2017

Quorum will be present at:

PLACE: Dublin San Ramon Services District Boardroom
7051 Dublin Boulevard
Dublin, CA 94568

Alternate Teleconference Location:

PLACE: SpringHill Suites Grand Rapids North
450 Center Drive
Grand Rapids, MI 94544

AGENDA

Our mission is to provide reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and environmentally responsible manner.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Duarte, Halket, Howard, Misheloff, Vonheeder-Leopold
4. CLOSED SESSION
 - 4.A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6
Agency Negotiators: Dan McIntyre, General Manager
Carol Atwood, Administrative Services Manager
Michelle Gallardo, Human Resources and Risk Supervisor
Employee Organizations: 1. Stationary Engineers Local 39
2. Mid-Management Employees Bargaining Unit
3. Professional Employees Bargaining Unit
4. Confidential Employees Bargaining Unit
Additional Attendees: Doug Coty, Assistant General Counsel
 - 4.B. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6
Agency Negotiator: Dan McIntyre, General Manager
Unrepresented Employees: 1. Administrative Services Manager
2. Operations Manager
3. Engineering Services Manager
Additional Attendees: Doug Coty, Assistant General Counsel
5. REPORT FROM CLOSED SESSION

6. SPECIAL ANNOUNCEMENTS/ACTIVITIES

7. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)

At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speakers' cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.

8. REPORTS

8.A. Reports by General Manager and Staff

- Event Calendar
- Correspondence to and from the Board

8.B. Joint Powers Authority and Committee Reports
DSRSD/Dublin Liaison Committee – November 7, 2017

8.C. Agenda Management (consider order of items)

9. APPROVAL OF MINUTES

9.A. Regular Meeting Minutes of October 3, 2017
Recommended Action: Approve by Motion

10. CONSENT CALENDAR

Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board of Directors or the public prior to the time the Board votes on the Motion to adopt.

10.A. Award Construction Agreement to Crosspoint General Engineering for Wide Area Network Communications Phase 2 Project (CIP 17-A007)
Recommended Action: Approve by Resolution

10.B. Advance the Supervisory Control and Data Acquisition (SCADA) Field Wireless Capital Improvement Project (CIP T18-03) to Fiscal Year Ending 2018
Recommended Action: Approve by Resolution

10.C. Approve Proclamation for Central Contra Costa Sanitary District (Central San) Household Hazardous Waste Facility's 20th Anniversary
Recommended Action: Approve by Motion

10.D. Affirm No Changes to Project Cost Allocation Policy (P400-13-2)
Recommended Action: Approve by Motion

10.E. Accept the Following Regular and Recurring Reports: Warrant List and "No Net Change" Operating Budget Adjustments
Recommended Action: Accept by Motion

10.F. Approve Tentative Agreements with the Professional Employees Bargaining Unit (PEBU) and Mid-Management Employees Bargaining Unit (MEBU) for Successor Memoranda of Understanding (MOU)

for the Period December 18, 2017 through December 12, 2021, and with the Confidential Employees Bargaining Unit (CEBU) for the Period December 18, 2017 through April 30, 2022
Recommended Action: Approve by Resolutions (3)

11. BOARD BUSINESS

- 11.A. Receive Annual Legislative and Regulatory Report, November 2017, and Provide Direction on Further Legislative Advocacy
Recommended Action: Receive Report and Provide Direction by Motion
- 11.B. Cast DSRSD Ballot for Association of California Water Agencies (ACWA) Positions of President and Vice President and Proposed Changes to Bylaws
Recommended Action: Approve by Motion
- 11.C. Receive Presentation and Review Zone 7 Water Agency Ozonation Projects
Recommended Action: Receive Presentation and Provide Direction
- 11.D. Approve Amendment No. 1 to the Individual Agreements for Personal Services between Carol A. Atwood, Jeff R. Carson, and Judy A. Zavadil and Dublin San Ramon Services District
Recommended Action: Approve by Resolutions (3)
- 11.E. Adopt the New Job Definition and Salary Range for the Water/Wastewater Systems Operations & Maintenance Supervisor and Abolish the Field Operations Supervisor Classification
Recommended Action: Adopt by Resolution
- 11.F. Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 46-17
Recommended Action: Adopt by Resolution

12. BOARD MEMBER ITEMS

- Submittal of Written Reports from Travel and Training Attended by Directors

13. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection at the front desk of the District Office at 7051 Dublin Blvd., Dublin, during business hours, or by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

Item 9.A.

October 3, 2017

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6 p.m. by President Richard Halket.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Richard M. Halket, Vice President Georgean M. Vonheeder-Leopold, Director D.L. (Pat) Howard, Director Edward R. Duarte, and Director Madelyne (Maddi) A. Misheloff.

District staff present: Dan McIntyre, General Manager; Carol Atwood, Administrative Services Manager/Treasurer; Doug Coty, Assistant General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

President Halket reported that a Special Board Meeting was held shortly before this Regular Meeting of the Board of Directors of Dublin San Ramon Services District. Pursuant to Government Code section 54952.3, no Director will receive any compensation or stipend for participating in more than one meeting on this date, and as further specified in DSRSD Policy P100-16-2, Day of Service.

General Manager McIntyre reported on several updates stemming from recent Zone 7 Water Agency (Zone) meetings. He reported that the Zone updated its strategic plan in mid-August and it includes language on pursuing alternative water supply resources. He will provide copies of the Zone's plan to the Board for their review. The Zone's Board also approved a resolution supporting the California WaterFix. Mr. McIntyre spoke at that meeting offering comments that given the uncertainty of all water supply projects, agencies should keep all reliability options open and bolster consensus and support from the Tri-Valley agencies. Due to some misinterpretation of his comments in an article by The Independent, staff has submitted corrections to the publication. The Zone also held a special meeting today which included a closed session to discuss General Manager Jill Duerig's upcoming retirement. Lastly, he reported that DSRSD will participate in the nationwide *Imagine a Day Without Water* campaign on Thursday October 12, and is using social media, the District Office lobby show video, and an Op-ed done in collaboration with Central Contra Costa Sanitation District and Contra Costa Water District for local newspapers on that event.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:05 p.m. No public comment was received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager McIntyre reported on the following:
 - The Zone 7 Water Agency and the Department of Water Resources are holding a joint event Wednesday, October 4 at 2 p.m. at Lake Del Valle

to celebrate Zone 7's 60th anniversary, and Lake Del Valle's 50th anniversary.

- The District is hosting a tour of water facilities followed by a luncheon for local officials Wednesday October 11 during Water Professionals Appreciation Week.

- Correspondence to and from the Board on an Item not on the Agenda - None

B. Joint Powers Authority and Committee Reports - None

C. Agenda Management (consider order of items) – No changes were made.

7. APPROVAL OF MINUTES – Regular Meeting of September 19, 2017

Director Misheloff MOVED for the approval of the September 19, 2017 minutes. Director Howard SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR – None

9. BOARD BUSINESS

A. Approve New Electrician I/II Job Description and Abolish Electrician Classification

Administrative Services Manager Atwood reviewed the item for the Board.

Vice President Vonheeder-Leopold MOVED to adopt Resolution No. 48-17, to Adopt the New Job Description and Salary Range for the Electrician I/II and Abolish the Electrician Classification. Director Howard SECONDED the MOTION, which CARRIED with FIVE AYES.

B. Receive a Presentation Regarding “Tri-Valley Water 101” and Discuss

Community Affairs Supervisor Sue Stephenson reviewed the item for the Board. She went through the draft PowerPoint presentation that DSRSD and other agencies will present to outside audiences. She asked the Board to provide feedback in order to make improvements to the presentation before it is finalized for public presentations.

The Board provided Ms. Stephenson with feedback regarding content on various slides throughout the proposed presentation, and suggested the final product be condensed to approximately 25 slides, rather than 40 plus, for a more effective viewer experience. The Board and staff also discussed effective speaker preparations, and considered appropriate target audiences. The Board thanked Ms. Stephenson and wished her and the agency speakers good luck with this effort.

10. BOARDMEMBER ITEMS

Director Duarte submitted a written report to Executive Services Supervisor Genzale. He reported that he attended the California Special Districts Association (CSDA) annual conference September 25-28 in Monterey. He summarized the activities and discussions at the meeting. He also reported he will be unable to attend the next Board meeting due to being out of town.

Vice President Vonheeder-Leopold submitted written reports to Executive Services Supervisor Genzale. She reported she attended the California Association of Sanitation Agencies Board Strategic Planning Session September 10-12 in Lafayette, and the CSDA annual conference September 25-28 in Monterey. She summarized the activities and discussions at the meetings.

Both Vice President Vonheeder-Leopold and Director Duarte cited the importance of agencies establishing a social media policy, as conveyed at the CSDA conference. Staff confirmed DSRSD has such a policy and it will be reviewed for possible updates.

Director Howard reported that after many decades, his home in Tahoe finally has a water meter.

President Halket reported that the Dublin Sister City Association will host its free annual fall BBQ event on Friday October 13 from 6 p.m. to 9 p.m., and advised Boardmembers to contact him if they wished to attend.

11. CLOSED SESSION

At 6:53 p.m. the Board went into Closed Session. President Halket announced that Assistant General Counsel Doug Coty will attend in place of General Counsel Carl Nelson.

- A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6
Agency Negotiators: Dan McIntyre, General Manager
Carol Atwood, Administrative Services Manager
Michelle Gallardo, Human Resources and Risk Supervisor

- Employee Organizations:
 1. Stationary Engineers, Local 39
 2. Mid-Management Employees’ Bargaining Unit
 3. Professional Employees’ Bargaining Unit
 4. Confidential Employees’ Bargaining Unit

Additional Attendee: Carl P.A. Nelson, General Counsel

- B. Conference with Labor Negotiator – Pursuant to Government Code Section 54957.6
Agency Negotiator: Dan McIntyre, General Manager
Unrepresented Employees:
 1. Administrative Services Manager
 2. Engineering Services Manager
 3. Operations Manager

Additional Attendee: Carl P.A. Nelson, General Counsel

12. REPORT FROM CLOSED SESSION

At 7:31 p.m. the Board came out of Closed Session. President Halket announced that there was no reportable action.

13. ADJOURNMENT

President Halket adjourned the meeting at 7:32 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor



TITLE: Award Construction Agreement to Crosspoint General Engineering for Wide Area Network Communications Phase 2 Project (CIP 17-A007)

RECOMMENDATION:

Staff recommends the Board of Directors award, by Resolution, a construction agreement for the Wide Area Network Communications Phase 2 Project (CIP 17-A007) project to Crosspoint General Engineering, the lowest responsive, responsible bidder, in the amount of \$248,130.

SUMMARY:

The Wide Area Network Communications Phase 2 (CIP 17-A007) (Project), will add to the existing fiber optic network between the Wastewater Treatment Plant and the District Office to connect the new Field Operations Facility (FOF) on Commerce Circle and the LAVWMA Pump Station site. New conduit and fiber optic cable will be added through the Dedicated Land Disposal site to complete the connections. This Project will improve both business and SCADA Networks access, availability and redundancy, and will improve the District’s disaster recovery and business continuity plans. Increases in application demands and use of database systems cause delays in data transmissions and production slowdowns. This Project will install multi-strand fiber lines for communications in data and phone systems for faster communication links. This new link to the District’s fiber backbone will provide a solid, high-speed connection for both the business/communication network and the SCADA network. Once connected, the wireless point-to-point radios currently handling this traffic will be reconfigured to provide redundant paths to the District Office, FOF, and the Wastewater Treatment Plant. This Project will upgrade the existing communication links for the FOF and LAVWMA Pump Station in areas of data and phone communications. These upgrades will also allow for future bandwidth requirements in areas of audio and video transmission.

Staff recommends the Board award the construction contract for the Project to Crosspoint General Engineering, the lowest responsive, responsible bidder. The bid period for the project began on September 18, 2017 and two bids were received on October 19, 2017. The engineer’s construction cost estimate for the Project was \$296,000. The apparent low bid was received in the amount of \$248,130 (Attachment 1) and contained no irregularities. The contract time for the project is 90 calendar days and is estimated to be completed by March 2018.

Due to timing of expenditures in FYE 2017, staff will be using funds unspent from that fiscal year budget. The total project budget is unchanged.

In conformance with the California Environmental Quality Act (CEQA), a categorical exemption was filed for the project with Alameda County in October 2017.

Originating Department: Engineering Services	Contact: J. Yee	Legal Review: Not Required
Cost: \$248,130	Funding Source: 10% Local Wastewater Replacement (Fund 210) 46% Regional Wastewater Replacement (Fund 310) 44% Water Replacement (Fund 610)	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Bid Results	
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**Dublin San Ramon
Services District**

Water, wastewater, recycled water

**Results of Bid Opening for
Wide Area Network Communications Phase 2 (CIP 17-A007)
Thursday, October 19, 2017 @ 2:00 p.m.**

Engineer's Estimate:	\$ 296,000
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No.	Name of Bidder	Bid Amount
1	Crosspoint General Engineering, Palo Cedro, CA	\$ 248,130
2	Boscacci Inc., DBA Amp Electric, Redwood City, CA	\$ 285,778

Contractor/Subcontractor	Contractor License No.	PWC Registration No.	Location	Trade	Amount of Work to be Performed
Crosspoint General Engineering					
M&M Hansen Communications Contracting	454034	1000025114	Palo Cedro, CA	Construction Services	30%
Boscacci Inc., DBA Amp Electric					
No subs listed					

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AWARD OF CONSTRUCTION AGREEMENT WITH CROSSPOINT GENERAL ENGINEERING FOR WIDE AREA NETWORK COMMUNICATIONS PHASE 2 PROJECT (CIP 17-A007)

WHEREAS, the Wide Area Network Communications Phase 2 Project (CIP 17-A007) (Project) will improve both business and SCADA Networks access, availability and redundancy that will provide reliability for the District's disaster recovery and business continuity plans by connecting and extending fiber optic lines between the District Office, Wastewater Treatment Plant, and Field Operations Facility; and

WHEREAS, on September 18, 2017 the District Secretary advertised for bid for the Project; and

WHEREAS, pursuant to said advertisement, two bids were received for the performance of said work and filed with the District Secretary; and

WHEREAS, Crosspoint General Engineering, is the lowest responsive, responsible bidder, and it is the intention and desire of this Board to accept said bid of Two Hundred Forty-Eight Thousand, One Hundred Thirty Dollars (\$248,130), and

WHEREAS, the total project budget for this project is unchanged.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The bid of Crosspoint General Engineering, in the amount of \$248,130, is hereby accepted, and said bidder is hereby found and declared to be the lowest responsive, responsible bidder for said work.

2. That certain agreement titled "Agreement for the Construction of Wide Area Network Communication Phase 2 (CIP 17-A007)" (Exhibit A), by and between Dublin San Ramon Services District, a California public agency, and Crosspoint General Engineering, a copy of which agreement is on file in the Office of the General Manager, to which copy reference is hereby made for the full particulars thereof, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.

Res. No. _____

3. The District Secretary is hereby authorized and directed to return to all unsuccessful bidders, and to the successful bidder upon execution by it of the aforementioned agreement, all securities guaranteeing execution of the Agreement upon award.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

WIDE AREA NETWORK COMMUNICATIONS PHASE 2 (CIP 17-A007)

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of _____, 20____, between the Dublin San Ramon Services District ("District"), Dublin, California, and **Crosspoint General Engineering, P.O. Box 692, Palo Cedro, CA 96073, (530) 515-5176** ("Contractor").

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Wide Area Network Communications Phase 2 (CIP 17-A007)** in strict conformity with the Contract Documents (collectively defined in Section 01090-2.0), prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.
2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of **Two Hundred Forty-Eight Thousand One Hundred Thirty Dollars (\$248,130)** computed in accordance with Contractor's accepted proposal dated **October 16, 2017**, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.
3. The District hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for

the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability Limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Bid Proposal of said Contractor, then this Agreement shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY & INSURANCE**.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the Work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided in other provisions of the Contract Documents, Contractor hereby expressly guarantees for one (1) full year from the date of the Substantial Completion of the Work under this Agreement and acceptance thereof by the District, to repair or replace any part of the Work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the Work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before Substantial Completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the Work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **BOND OF FAITHFUL PERFORMANCE**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California

be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of Bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate Surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. Contractor covenants that Contractor is licensed in accordance with the provisions of the Contractors' License Law of California as provided in Section 00010, **NOTICE INVITING BIDS**.

13. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

14. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager nor any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

15. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

16. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

17. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a Bid to the District, the Contractor offers and agrees that if the Bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the Bid. Such assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor.

18. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

19. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

CONTRACTOR

By: _____

Title: _____

Dublin San Ramon Services District

By: _____

Daniel McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

***** END OF SECTION *****



TITLE: Advance the Supervisory Control and Data Acquisition (SCADA) Field Wireless Capital Improvement Project (CIP T18-03) to Fiscal Year Ending 2018

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, an amendment to the Capital Improvement Program (CIP) Ten-Year Plan for Fiscal Years Ending 2018 through 2027 and the Two-Year Budget for Fiscal Years Ending 2018 and 2019 to advance the Supervisory Control and Data Acquisition (SCADA) Field Wireless Capital Improvement Project (CIP T18-03).

SUMMARY:

Staff would like to advance the "SCADA Field Wireless Capital Improvement Project (CIP T18-03)" (Project) from the 10-Year CIP Plan to the current Two-Year CIP Budget to address an immediate need of Field Operations staff to securely and more easily access both the business and SCADA networks from the field. This project leverages the new communications infrastructure of the SCADA network to provide secure wireless communication from the various field assets of pump stations and major reservoirs.

This Project will help Field Operations business processes by insuring a solid connection to business network resources, such as work orders and electronic operation manuals, drawings and schematics. Accelerating field wireless will support Field Operations in their efforts to automate more field tasks, such as electronically recording their rounds to make data accessible immediately. Staff will be able to access the SCADA network to compare readings to onsite measurements. This will help address faster calibration of instrumentation so that SCADA reflects as a true picture of operations. Field staff will be safer with access to the District's phone system and Jabber Instant Messaging services. Many of these remote sites have unreliable cellular service. The timing of this project is supported by the Operations Manager and the Acting Field Operations Division (FOD) Supervisor.

This project will be managed and installed by the Information Technology Services (ITS) Division. Due to delays in other projects beyond their control, ITS staffing is available to devote time to this activity this fiscal year.

The project amount of \$53,000 is currently funded through 52% Regional Wastewater Replacement (Fund 310), 37% Water Replacement (Fund 610) and 11% Local Wastewater Replacement (Fund 210). On further review, staff recommends revising the project allocation to be 100% Water Replacement (Fund 610). Advancing the project will not adversely affect the cash flow fund or the approved CIP fund budget limit.

Originating Department: Administrative Services	Contact: B. Treppa	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM TEN-YEAR PLAN FOR FISCAL YEARS ENDING 2018 THROUGH 2027 AND THE TWO-YEAR BUDGET FOR FISCAL YEARS ENDING 2018 AND 2019 TO ADVANCE THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) FIELD WIRELESS CAPITAL IMPROVEMENT PROJECT (CIP T18-03)

WHEREAS, the Board of Directors approved the District’s Capital Improvement Program (“CIP”) Ten- Year Plan for Fiscal Years Ending (FYE) 2018 through 2027 (“CIP Plan”) on June 6, 2017 to serve as a budgetary planning document providing direction and guidance, in accordance with District policies, for the replacement and improvement of existing District facilities and the construction of new facilities; and

WHEREAS, the Board of Directors adopted the current CIP Two-Year Budget for Fiscal Years Ending 2018 and 2019 (“CIP Budget”) on June 6, 2017 authorizing fund budgets for FYE 2018 and FYE 2019 to meet the District’s capital infrastructure needs; and

WHEREAS, District staff recommends revising the CIP Budget by advancing the SCADA Field Wireless Capital Improvement Project (CIP T18-03) (Project) from the CIP Plan to the CIP Budget; and

WHEREAS, District staff recommends revising the Project allocation to be funded 100% from the Water Replacement Fund (610); and

WHEREAS, the fund budgets for FYE 2018 and FYE 2019 remain as adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. SCADA Field Wireless Capital Improvement Project (CIP T18-03) is hereby advanced from the CIP Ten-Year Plan for Fiscal Years Ending 2018 through 2027 (Exhibit A) and incorporated into the CIP Two-Year Budget for Fiscal Years Ending 2018 and 2019 (Exhibit B).

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD CIP 10-Year Plan for FYEs 2018 through 2027

CATEGORY: WATER SYSTEM

Regional Wastewater Replacement (Fund 310)

CIP No. T18-03 SCADA Field Wireless			
Funding Allocation:	52% 310	37% 610	11% 210

Project Manager:

Status: Future Project

Project Summary:

This project leverages the new communications infrastructure of the SCADA network to provide secure wireless communication from the various field assets of pump stations and major reservoirs to the business network resources (i.e. Lucity, SharePoint) and unified communications system (Jabber, phone system).

CEQA: Categorical Exemption [CEQA Guideline 15302].

Reference: To be determined.

Fund Allocation Basis: Based on number of facilities associated with each fund.

10-Year Cash Flow and Estimated Project Cost:

Prior	FYE 18	FYE 19	FYE 20	FYE 21	FYE 22	FYE 23	FYE 24	FYE 25	FYE 26	FYE 27	Future
0	0	0	53,000	0	0	0	0	0	0	0	0

Total Estimated Project Cost **\$53,000**

Current Adopted Budget \$0

Increase/(Decrease) \$53,000

DSRSD CIP 10-Year Plan for FYEs 2018 through 2027

CATEGORY: WATER SYSTEM

Water Replacement (Fund 610)

CIP No. 18-W018 SCADA Field Wireless

Funding Allocation: 100% 610

Project Manager: Bob Treppa

Status: New Project

Project Summary:

This project leverages the new communications infrastructure of the SCADA network to provide secure wireless communication from the various field assets of pump stations and major reservoirs to the business network resources (i.e. Lucity, SharePoint) and unified communications system (Jabber, phone system).

CEQA: Categorical Exemption [CEQA Guideline 15302].

Reference: To be determined.

Fund Allocation Basis: Based on number of facilities associated with each fund.

10-Year Cash Flow and Estimated Project Cost:

Prior	FYE 18	FYE 19	FYE 20	FYE 21	FYE 22	FYE 23	FYE 24	FYE 25	FYE 26	FYE 27	Future
0	53,000	0	0	0	0	0	0	0	0	0	0

Total Estimated Project Cost \$53,000

Current Adopted Budget \$53,000

Increase/(Decrease) \$0



TITLE: Approve Proclamation for Central Contra Costa Sanitary District (Central San) Household Hazardous Waste Facility's 20th Anniversary

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, a Proclamation recognizing Central San's 20th Anniversary of their Household Hazardous Waste Collection Facility.

SUMMARY:

Per the District's Strategic Plan goal to work collaboratively with other agencies to improve service quality and efficiency, staff attended Central San's 20th anniversary of their Household Hazardous Waste Collection Facility on Wednesday, October 18, from 11 a.m. to 1 p.m. and congratulated them. The signed proclamation will be presented to Central San at a later date.

Originating Department: Executive Services	Contact: S. Stephenson	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	23 of 225	

PROCLAMATION
Honoring Central Contra Costa Sanitary District's 20th Anniversary
of its Household Hazardous Waste Collection Facility

WHEREAS, the Central Contra Costa Sanitary District (Central San) established the first permanent Household Hazardous Waste Collection Facility (HHWCF) in Contra Costa County in 1997; and

WHEREAS, the HHWCF provides a safe, reliable, and convenient method for residents and small businesses to dispose of leftover paint, pesticides, used motor oil, batteries, and other household hazardous materials; and

WHEREAS, in its 20 years in operation, the award-winning facility has collected more than 36 million pounds of household hazardous waste and enabled the community to reuse 7.5 million pounds of various cleaners, stains, and solvents; and

WHEREAS, more than 90 percent (30.7 million pounds) of the hazardous waste collected was recycled, recovered as resource conserving fuel, or reused; and

WHEREAS, the HHWCF exemplifies Central San's commitment to environmental protection and pollution prevention; and

WHEREAS, the leadership and staff of Central San commemorated the 20th Anniversary by hosting a community collection drive from October 16–21, 2017; and

WHEREAS, Central San has worked in partnership with Dublin San Ramon Services District to provide critical services such as the HHWCF, and to serve the needs of District customers in Contra Costa County.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, congratulates

Central San's Household Hazardous Waste Collection Facility

on its 20 years of excellent service in Contra Costa County.

Adopted this 7th day of November, 2017

Richard M. Halket, President

Georgean M. Vonheeder-Leopold, Vice President

Madelyne A. Misheloff, Director

Edward R. Duarte, Director

Dwight L. Howard, Director

Nicole Genzale, District Secretary



TITLE: Affirm No Changes to Project Cost Allocation Policy (P400-13-2)

RECOMMENDATION:

Staff recommends the Board of Directions affirm, by Motion, that the Project Cost Allocation policy should remain in place without revision.

SUMMARY:

All District polices are reviewed on a rotating four-year cycle to ensure that they remain current and that the Board seated at that time continues to concur with that policy. The Project Cost Allocation policy was approved in October 2009 and reviewed in 2013.

The current policy allocates project costs in proportion to the benefits that accrue to existing and future customers of each enterprise of the District. Depending on the nature of the project, allocation of a project cost may be to more than one enterprise and/or to more than one fund within the enterprise.

Staff has reviewed the policy and determined that the policy is still appropriate in its current form and that no changes are needed. This policy is scheduled to be reviewed again in 2021.

Originating Department: Engineering Services	Contact: J. Zavadil	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Project Cost Allocation policy (P400-13-2)	



POLICY

Dublin San Ramon Services District

Policy No.:	P400-13-2	Type of Policy:	Finance
Policy Title:	Project Cost Allocation		
Policy Description:	Basis for determining how the cost of projects should be allocated between funds		
Approval Date:	Oct 20, 2009	Last Review Date:	2013 <u>2017</u>
Approval Resolution No.:	57-09	Next Review Date:	2017 <u>2021</u>
Rescinded Resolution No.:	N/A	Rescinded Resolution Date:	N/A

It is the policy of the Board of Directors of Dublin San Ramon Services District:

To allocate project costs in proportion to the benefits that accrue to existing and future customers of each enterprise of the District. In carrying out this policy and depending on the nature of the project, allocation of a project cost may be to more than one enterprise and/or to more than one fund within the enterprise. Procedures for implementing this policy shall be developed and administered by the General Manager to reflect the following guidelines:

1. Project costs are to be equitably allocated to the enterprise (water, local sewer, and regional sewer) in proportion to the benefits derived by that enterprise from the project.
2. Project costs are to be equitably allocated within each enterprise in proportion to the benefits derived by each customer class in proportion to the benefits derived from the project. Projects that provide facilities and capacity to accommodate future customers shall be allocated to expansion funds. Projects that replace and/or enhance an existing facility shall be allocated to replacement and improvement funds.
3. The basis for the allocation of benefits for each capital project shall be documented in the project budget approved by the Board and is to be equitably based upon parameters identifiable to the benefits received. The types of allocations may be Flow based, Product based, Employee based or Customer based. Examples of parameters that are identifiable to the benefit of a project are:

DSRSD Policy

Page 2 of 2

Policy No.: ~~P400-13-2~~

Policy Title: Project Cost Allocation

- a. Flow based – Example: new biosolids dewatering technology will be installed at the Wastewater Treatment Plant to accommodate 10 mgd of current flow and an additional 6 mgd of future flow – split 62.5%/37.5% replacement/expansion.
 - b. Product based – Example: A new generator may be installed to use excess gas available from the anaerobic digesters as a fuel supply; the excess originates as 500 cubic feet per day digester gas from existing users (replacement and improvement funds) and 9,500 cubic feet per day from future users (expansion funds) – split 5%/95% Regional replacement/expansion.
 - c. Employee based – Example: A new maintenance facility to accommodate 8 existing staff (replacement and improvement funds) and 3 staff that will be added as the District grows (expansion funds). – split 72.7%/27.3% to replacement/expansion in the appropriate enterprise or enterprises.
 - d. Customer Based – Example: A project to support the general administration of the District and/or that provide a general benefit to all customers of the District-split based upon the number of customers served by each enterprise.
4. If the above guidelines do not represent an equitable allocation of costs due to the specific circumstances associated with that project, the General Manager may propose an alternative allocation methodology for the Board’s consideration.
 5. All project allocations shall be approved by the Board at the time it approves and/or modifies project budgets.

Policy is current and no changes need to be adopted by the Board of Directors.
 Status Quo Chronology
 Date Adopted October 20, 2009

Reviewed by

Committee Finance Date April 30, 2013

Committee _____ Date _____

Committee _____ Date _____

Committee _____ Date _____



TITLE: Accept the Following Regular and Recurring Reports: Warrant List and “No Net Change” Operating Budget Adjustments

RECOMMENDATION:

Staff recommends the Board of Directors accept, by Motion, the attached regular and recurring reports.

SUMMARY:

To maximize openness and transparency, to allow the Board to be informed about key aspects of District business and to provide direction when appropriate, the Board directed that various regular and recurring reports be presented for Board acceptance at regular intervals. This item is routinely presented to the Board at the second meeting of each calendar month. It appears on this agenda due to the cancellation of the October 17 Regular Board meeting.

Attachment 1 is a summary of the regular and recurring reports that go to the Board each year. Reports presented this month for acceptance are noted below and are submitted as additional attachments:

Ref item A: Warrant List

Ref item I: “No Net Change” Operating Budget Adjustments

The District Financial Statements for the period July through September, 2017, have not been included in this report due to our efforts on the audit and bond refunding projects. These statements will be included in your November 21st packet under Regular and Recurring Reports.

Originating Department: Administrative Services	Contact: K. Vaden	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Summary of Regular and Reoccurring Reports	
		28 of 225

SUMMARY OF REGULAR AND RECURRING REPORTS

Ref.	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance
A	Warrant List	Monthly	Board Direction	Sep 2017	Yes	Nov 2017
B	District Financial Statements ¹	Quarterly	Board Direction	July 2017		Nov 2017
C	Low Income Assistance Program Report	Annually – Fiscal Year	Resolution 41-10	July 2017		July 2018
D	Strategic Work Plan Accomplishments Report	Annually – Fiscal Year	Resolution 24-17	July 2017		July 2018
E	Outstanding Receivables Report	Annually – Fiscal Year	District Code 1.50.050	July 2017		July 2018
F	Employee and Director Reimbursements greater than \$100 ²	Annually – Fiscal Year	CA Government Code 53065.5	July 2017		July 2018
G	Utility Billing Adjustments ³	Annually – Fiscal Year	Utility Billing Adjustment Policy	August 2017		August 2018
H	Annual Rate Stabilization Fund Transfer Calculation	Annually – After Audit	Financial Reserves Policy	Dec 2016		Dec 2017
I	“No Net Change” Operating Budget Adjustments	As they occur but not more frequently than monthly	Board Direction Budget Accountability Policy (See table below)	Oct 2016	Yes	Before end of month after occurrence
J	Capital Outlay Budget Adjustments			May 2016		
K	Capital Project Budget Adjustments			Oct 2014		
L	Unexpected Asset Replacements			Mar 2017		

For the fiscal year ending 2018, the totals for these reports are as follows:

Category	YTD	This Meeting	Total
Capital Outlay Budget Adjustments	\$0	\$0	\$0
Capital Project Budget Adjustments	\$0	\$0	\$0
Unexpected Asset Replacements	\$0	\$0	\$0

¹ Financial statement reporting changed from monthly to quarterly reporting.

² Reimbursements also reported monthly in the Warrant List (Item B). Presented to Board as separate agenda item.

³ Per the policy a report will be presented to the Board if total credits in preceding fiscal year exceeded \$25,000

apCkHistDesc

Check History Description Listing

Page: 1

Printed on: 10/06/2017 9:22AM

Dublin San Ramon Services District

From: 9/11/2017 To: 10/6/2017

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
09/11/2017	9112017	03718 HR SIMPLIFIED	IRS 125 2017 DCA/POS	1,327.84	1,327.84
09/14/2017	94139	03536 U S BANK/ CORP PMT SYSTEMS	QTY (1) IPAD PRO 12.9 WITH APPLE CARE F	1,086.16	
			QTY (1) IPAD PRO WITH APPLE CARE FOR BOA	1,086.16	
			QTY (9) 275GB SSD HARD DRIVES FOR WIN10	983.15	
			REGISTRATION COSTS FOR SIX FOD:SEWER BAC	900.00	
			MARRIOTT - CASA ANNUAL CONFERENCE - MISH	876.44	
			CSDA - REGISTRATION - CHIU - 2017 BOARD	865.00	
			REPLT SOLENOID VALVE FOR FUEL SKID	821.66	
			RMADARANG: REG FEE RE: 2017 ACT ON 09/17	750.00	
			LUCITY ACT 2017 - COLLINS	750.00	
			EMPLOYEE RECOGNITION PLAQUES EOY & SOY (722.06	
			ACWA - REGISTRATION - FALL CONFERENCE -	699.00	
			SAFETY COVER FOR PIPE IN FRONT OF AERATI	687.00	
			SIMMERSON - OSHA PRINCIPLES OF ERGONOMIC	650.00	
			GRASHUIS - OSHA PRINCIPLES OF ERGONOMICS	650.00	
			MISAC CONFERECE REGISTRATION - COLLINS	650.00	
			TREPPA MISAC CONFERENCE REGISTRATION	650.00	
			REPLT FIXTURES FOR FOD WAREHOUSE	622.69	
			MISC SUPPLIES	620.39	
			MARRIOTT - CASA ANNUAL CONFERENCE - VONH	584.29	
			CSDA - REGISTRATION - ANNUAL CONFERENCE	580.00	
			CSDA - REGISTRATION - GENZALE- 2017 BOAR	575.00	
			CLEARED LINE IN MEN'S LOCKER ROOM IN BUI	558.50	
			CIGLIUTI - DISTRICT RETIREMENT GIFT	553.00	
			REPLT SOLENOID VALVE FOR FUEL SKID	533.95	
			CASTELLO MISAC CONFERENCE REGISTRATION 1	525.00	
			MARRIOTT - CASA ANNUAL CONFERENCE - MCIN	507.02	

apCkHistDesc

Check History Description Listing

Page: 2

Printed on: 10/06/2017 9:22AM

Dublin San Ramon Services District

From: 9/11/2017 To: 10/6/2017

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			SSO TRAINING FOD-RICK, TIM, SCOTT	450.00	
			MISAC CONFERENCE	425.00	
			ACCESSORY BOX FOR NEW GOLF CART	421.10	
			QTY (2) APPLE PENCIL AND (1) IPAD PRO SM	400.95	
			TONERS FOR KYOCERA PRINTER - HR	394.35	
			RMADARANG: AIRFARE RE: LUCITY 2017 ACT O	371.46	
			REPLACEMENT 146GB	361.90	
			DYES FOR INSPECTION FIELD TESTS	348.17	
			(2QTY) CORDLESS IMPACT GUN FOR SHOP USE	347.42	
			WATER PROFESSIONALS APPRECIATION WEEK -	325.00	
			SMITH & QUINLAN MOBILE CRANE OPERATOR RE	310.00	
			KOLODZIE - ACWA 2017 REGULATORY SUMMIT	270.00	
			PENDERGRAFT - ACWA 2017 REGULATORY SUMMI	270.00	
			YETI COOLER & MAP/PRO ON-DEMAND FOR BACT	266.55	
			DISTRICT RETIREMENT GIFT - L. IVY	250.00	
			OFFICE SUPPLIES: PAPER, MOUSE PAD, LAPTO	242.08	
			SOLENOID REBUILD KIT FOR FUEL SKID	239.11	
			DIV54 2ND QUARTER RECOGNITION LUNCH	236.69	
			BIAGTAN - HR BOOT CAMP 08/09/17 REGISTRA	225.00	
			GOLDMAN - HR BOOT CAMP 08/09/17 REGISTRA	225.00	
			LOCK SET FOR BLDG S	224.92	
			ANNUAL EPA ID # VERIFICATION CY16	222.50	
			STAPLES OFFICE SUPPLIES	219.73	
			COOLER CHEST FOR FOD SAMPLING	218.49	
			LAVWMA: OEM KEYS/WRENCHES FOR COMPOSITE	218.33	
			(2QTY) FLANGE SPACER FOR RES 4B	216.16	
			OFFICE SUPPLIES: BATTERIES, SHARPIES, VE	215.43	
			SPEC COLOR STANDARD, DPD CHLORINE, LOW R	199.77	
			SIMMERSON - PROPERTY & LIABILITY CLAIMS	199.00	

apCkHistDesc

Check History Description Listing

Page: 3

Printed on: 10/06/2017 9:22AM

Dublin San Ramon Services District

From: 9/11/2017 To: 10/6/2017

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			ZAVADIL CASA FLIGHT	188.96	
			FUEL FOR #109 TRUCK	185.53	
			SPEC COLOR STANDARD, DPD CHLORINE, HIGH	185.32	
			56 60# CONCRETE MIX	181.70	
			DERWA: NFPA PANEL SAFETY SIGNS FOR BLDGS	180.93	
			JMILLER: MEMBERSHIP RENEWAL, EXP 09/20/1	180.00	
			SHALLIDAY: MEMBERSHIP RENEWAL, EXP 09/30	180.00	
			MSAUCEDA: MEMBERSHIP RENEWAL, EXP 08/31/	180.00	
			SQUINLAN: MEMBERSHIP RENEWAL, EXP 09/30/	180.00	
			QTY (1) UAG CASE FOR BAKER SURFACE, QTY	174.22	
			SAFETY SIGNS/DECALS	173.08	
			LABELS	170.39	
			30 DAY SUBSCRIPTION - PHOTOS FOR FY17 AN	169.00	
			OFFICE SUPPLIES: MISC ITEMS FOR MONA'S F	157.50	
			CONCRETE ANCHORS FOR NEW LIGHT FIXTURES	155.00	
			KAPIL SSO TRAINING 8-30-17	150.00	
			MATLS FOR BUILDING TEMPORARY RAS LINE	149.23	
			OFFICE SUPPLIES: PAPER, PENS, LABELS, ET	143.24	
			FACILITY SAFETY SIGNS	138.37	
			CONFINED SPACE TRAINING 7/14 TEAM LUNCH	121.99	
			QTY (1) IPHONE CHARGER FOD, (1) KB/MOUSE	120.14	
			PE LICENSE RENEWAL FOR JACLYN YEE	116.00	
			WINDOW TINT FOR LABORATORY	107.10	
			ERGO: DOCUMENT HOLDER & BACK REST - WEI	101.58	
			MISAC EXCELLENCE IN IT AWARD APPLICATION	100.00	
			PAINTER'S TAPE, CLEAR PLASTIC SHEETING	99.16	
			TEAM BUILDING LUNCH WITH OPERATIONS MANA	92.76	
			STAPLES	91.77	
			MISC SUPPLIES FOR TRUCK #4	90.05	

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			STAPLES OFFICE SUPPLIES	80.53	
			MISC SUPPLIES	79.66	
			SAFETY ICE SCOOPER & HOLDER (QTY 2)	79.12	
			QTY (4) DVI 16.5' CABLES, (6) POWER EXTE	75.32	
			FUEL FOR #109 TRUCK	75.00	
			FUEL FOR #110 TRUCK	75.00	
			FUEL FOR TRUCK #109	75.00	
			RBAKER: FIRE RETARDANT JACKET SHELL	74.48	
			TOOLS & BAG FOR TODD; ELE SUPPLIES	69.82	
			OFFICE SUPPLY: CHAIR MATS	68.81	
			QTY (2) USB BLUETOOTH ADAPTER, QTY (1) B	61.15	
			PHONE CASE & CHARGING CABLE FOR ROB & RO	60.33	
			ERGO: BACKREST - WEISS	60.08	
			QTY (1) LOGITECH MOUSE FOR GRASHUIS (1)	60.07	
			REPLT CHAINSAW BLADE	56.77	
			QTY (1) MICROSOFT WIRELESS KB AND MOUSE	54.61	
			NAMEPLATES FOR SUPERVISORS	54.08	
			MISC SUPPLIES FOR CCTV TRUCK #82	53.90	
			S. OLSON WATER USE EFFICIENCY CERT RENEW	50.00	
			AMAZON-HP 12C PLATINUM CALCULATOR	49.00	
			QTY (2) OTTERBOX DEFENDERS FOR NEW HIRES	48.04	
			QTY (1) MICROSOFT SCULPT BLUETOOTH MOUSE	43.69	
			QTY (1) BELKIN IPHONE CHARGER FOR NEW HI	43.69	
			PARTS FOR DO RESTROOM REPAIR	41.54	
			STRAPS FOR DOPPLER FLOW METER	41.42	
			FITTINGS FOR EQPT GALLERY NEW SUMP PUMP	40.70	
			(2QTY) REPLT 16IN CHAINSAW CHAIN	39.26	
			OFFICE SUPPLY: CHAIR MAT	38.23	
			WORKING LUNCH FOD SCADA PUNCHLIST ITS TO	37.93	

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			ERGO: FOAM ARM PADS - WEISS	37.91	
			2-PACK REPLT 18IN CHAINSAW CHAIN	36.02	
			TREPPA ONBASE CONFERENCE FLIGHT	35.76	
			PRINTER INK	35.01	
			GASOLINE - DISTRICT POOL VEHICLE	33.98	
			BUSINESS MEETING EXPENSE	32.75	
			WALL CLOCK FOR SUPERVISOR'S OFFICE	30.44	
			TREPPA SOUTHWEST FLIGHT WQK45A EARLYBIRD	30.00	
			HAND TRUCK FOR SAMPLE ICE CHESTS	28.36	
			FULL MGMT MEETING REFRESHMENTS	27.55	
			PRO SUBSCRIPTION (AUGUST 2017)	26.00	
			BUSINESS MEETING EXPENSE	25.80	
			QTY (1) KINGDO SURFACE CAR CHARGER FOR R	25.18	
			QTY (1) MICROSOFT 850 WIRELESS KB MOUSE	25.12	
			LAWWMA: SPRAY PAINT FOR GRAFFITI	24.65	
			FOD MEETING	24.28	
			DONUTS FOR COMBINED MAINT STAFF MEETING	23.00	
			QTY (1) LOGITECH WIRELESS MOUSE FOR TV T	21.84	
			SUPERSHUTTLE - MCINTYRE - CASA CONFERENC	21.24	
			RUBBER CORD COVER FOR BOARD ROOM	20.95	
			ROLLER COVER FOR LAB	20.84	
			QTY (4) AUDIO EXT CABLES, QTY (3) 10' CA	19.83	
			OFFICE SUPPLY: COFFEE ORGANIZER	18.56	
			MISC SUPPLIES	17.81	
			KNEEPADS	17.17	
			BUSINESS MEETING EXPENSE	14.43	
			WAX RING KIT FOR BLDG A TOILET REPAIR	13.72	
			TAPE MEASURE, BUCKET & POUR SPOUT FOR UN	13.26	
			CARDS FOR ANN	12.23	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			ADAPTER FOR BBROUGH'S TOOLBOX	11.71	
			DERWA: BALL VALVE FOR PSR1 PUMP #1	9.28	
			PARKING AT CITY OF SACRAMENTO FOR WATERB	9.00	
			FOD SUPPLIES	7.21	
			PAINT FOR RES1A PAX	6.54	
			SPIRAL BINDING FOR NIKON CAMERA MANUAL	6.48	
			LAWWMA: BELT FOR ROOF FAN	6.25	
			BUSINESS MEETING EXPENSE	5.14	
			POLICE REPORT	5.00	
			BUSINESS MEETING EXPENSE	4.07	
			PREMIUM DNS	3.99	
			AMAZON-3 YEAR PROTECTION PLAN FOR HP 12C	3.32	
			EMPLOYEE PLAQUE PHOTOS (REPLACEMENTS) -	2.55	
			0.447G UNL FUEL FOR COMPRESSOR	1.42	
			STAPLES - RETURN - 3 YR PROTECTION PLAN	-7.99	
			TREPPA CANCELLED FLIGHT EARLYBIRD BOARDI	-30.00	
			RETURN: 2-PACK REPLT 18IN CHAINSAW CHAIN	-36.02	
			RETURN: (2QTY) REPLT 16IN CHAINSAW CHAIN	-39.26	
			STAPLES - RETURN - PRINTER INK CARTRIDGE	-73.19	
			STAPLES - RETURN - HP OFFICE JET PRINTER	-98.31	
			TREPPA REFUND SOUTHWEST AIRLINES	-133.96	
			CREDIT - SUPERVISOR 101 TRAINING REGISTR	-185.00	
			CREDIT FOR REFUND OF MERCHANDISE	-304.06	32,638.69
09/14/2017	94140	01013 BARRETT BUSINESS SERVICES	C. HENDRI: W/E 8/20/17	1,036.80	
			D. TOSTADO: W/E 8/20/17	972.80	
			J. HAYES: WE 08/20/17	845.72	
			J. CRIST: W/E 8/20/17	619.52	
			S. AMARAL: W/E 8/20/17	563.20	

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			K. RAMOS: W/E 8/20/17	486.40	
			N. POON: WE 08/20/17	391.68	4,916.12
09/14/2017	94141	06202 CHARLIE BRACKETT	BRACKETT REIMB EXP ON 09/06 - FIELD SUPP	36.00	36.00
09/14/2017	94142	04540 CALCHEM ENTERPRISES	DERWA: CC 2700 POLYALUMINUM CHLORIDE DEL	9,946.56	9,946.56
09/14/2017	94143	00216 DAIOHS U.S.A. INC.	FY2018 HOT BEVERAGE SERVICE DO - SEPT 20	298.57	298.57
09/14/2017	94144	00937 GRAINGER, INC.	DERWA: (3QTY) SAFETY CABINET FOR BLDG R, FLEET SHOP SUPPLIES: FIRST AID KIT, DEGR DERWA: (5QTY) REPLT FILTER MAT FOR WEDEC CARBURETOR CLEANER FOR SHOP STOCK	3,081.44 1,210.18 485.51 163.10	4,940.23
09/14/2017	94145	04424 GRAYBAR ELECTRIC COMPANY	LAVWMA: PUMP STATION LED STREET LIGHTING REPLT LAMPS FOR DO LAMPS FOR DO CAN LIGHTS LED LIGHTING FOR STOCK	16,178.75 336.24 59.48 22.62	16,597.09
09/14/2017	94146	07109 DANIEL MCINTYRE	MCINTYRE REIMB EXP AT 2017 CASA ANN CONF MCINTYRE REIMB EXP FOR AUG 2017 - MILEAG	490.31 85.24	575.55
09/14/2017	94147	00608 OFFICE TEAM	S MONTAGUE: W/E 09/01/17 S MONTAGUE: W/E 09/08/17	1,022.90 849.20	1,872.10
09/14/2017	94148	01403 PRAXAIR DISTRIBUTION INC 186	CYLINDER RENTAL	74.09	74.09
09/14/2017	94149	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	111.23	111.23
09/14/2017	94150	01628 SIERRA CHEMICAL COMPANY	CITRIC ACID DELIVERY AUG '17	1,474.88	1,474.88
09/14/2017	94151	00762 TESTAMERICA LABORATORIES I	LAB ANALYSES LAB ANALYSES	109.50 26.50	136.00
09/14/2017	94152	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR WWTP OPERATIONS SODIUM HYPOCHLORITE FOR WWTP OPERATIONS	2,496.69 2,495.65	4,992.34
09/14/2017	94153	04694 VULCAN MATERIALS CO	2 LOADS OF 3/4IN CL 2 BASE 8-22-17	809.00	809.00

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09/14/2017	94154	07554 AIRGAS USA, LLC	AUG 2017: CYLINDER RENTAL - ACETYLENE, A	64.21	64.21
09/14/2017	94155	02158 AMADOR VALLEY INDUSTRIES	DO GARBAGE SVC FOR AUGUST 2017	363.06	363.06
09/14/2017	94156	00058 ARROWHEAD MOUNTAIN SPRING	WATER SERVICE	59.97	59.97
09/14/2017	94157	06211 ASSOCIATED SERVICES CO.	OPS DEPT HOT BEVERAGE SERVICE SEP '17	77.95	77.95
09/14/2017	94159	02217 BSK ASSOCIATES INC.	LAB ANALYSES	762.00	762.00
09/14/2017	94160	07138 CALIFORNIA WATER TECHNOLOGIES	FERROUS CHLORIDE DELIVERY AUG '17	4,081.12	4,081.12
09/14/2017	94161	01085 CALPERS LONG-TERM CARE PROGRAM	LONG-TERM CARE: PAYMENT	68.12	68.12
09/14/2017	94162	07872 CAL-SAFETY, INC.	LAWWMA: TRAFFIC CONTROL ON DUBLIN CANYON	1,480.00	1,480.00
09/14/2017	94163	05196 COMCAST	COMCAST SEPTEMBER BILL ACCT NO. 81554001	20.91	20.91
09/14/2017	94164	07919 COMTEL SYSTEMS TECHNOLOGIES	SECURITY: SERVICE CALL FOR DISTRICT OFF	675.00	675.00
09/14/2017	94165	01970 CWEA - SFBS	REGISTRATION: DIANE GRIFFIN CERTIFICATION	40.00	40.00
09/14/2017	94166	06283 STATE OF CALIFORNIA DEPARTMENT OF	BIAGTAN - CIVIL ENGINEER CERTIFICATE REN	115.00	115.00
09/14/2017	94167	00280 ECOWATER SYSTEMS	OPS SOFTENER EXCHANGE TANK SERVICE: SEP RO TANKS (QTY 2) SEP '17	211.20 19.00	230.20
09/14/2017	94168	00307 FAIRWAY EQUIPMENT & SUPPLY	STEEL FOR UNIT #112 LIGHTING FAB; STRAPS STEEL FOR BLDG PICK-UP BEDS FOR NEW GOLF REPLT PARTS FOR 3" VALVE ON SHELF	587.05 456.26 165.90	1,209.21
09/14/2017	94169	00368 HACH COMPANY	REPLT SENSOR CAPS & KITS FOR D.O. PROBES	2,514.73	2,514.73
09/14/2017	94170	03142 HI-LINE	FLEET PARTS/SUPPLIES FOR STOCK	379.70	379.70
09/14/2017	94171	07207 HILL BROTHERS CHEMICAL COMPANY	AQUA AMMONIA, 19% 100 GALS	445.66	445.66
09/14/2017	94172	07017 HYDROSCIENCE ENGINEERS, INC.	120014013 CLEAN WATER PROGRAM ADMINISTRATION	3,784.14	3,784.14
09/14/2017	94173	07523 ID ARCHITECTURE	16-A004 TO NO 3 JULY SERVICES 16-A005 TO NO 2 7/15/17-7/31/17	6,900.00 1,467.60	8,367.60

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09/14/2017	94174	03758 JDH CORROSION CONSULTANTS	DERWA: ANNUAL AC MITIGATION AND CP SYSEM	8,000.00	8,000.00
09/14/2017	94175	00468 KAMAN INDUSTRIAL TECHNOLO	REPLT MOTOR FOR CO-GEN #1 AUX EXHAUST FA	473.29	473.29
09/14/2017	94176	07264 MANPOWERGROUP US INC.	M. SCULL: WE 08/20/17 M. ZAKLAN: WE 08/20/17	597.76 404.78	1,002.54
09/14/2017	94177	00536 MC MASTER-CARR SUPPLY CO.	DERWA: PLUMBING PARTS FOR MF PRE- STRAIN DERWA: PLUMBING PARTS FOR MF PRE-STRAINE	314.55 284.72	599.27
09/14/2017	94178	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 08/20/17	1,474.00	1,474.00
09/14/2017	94179	04231 MSC INDUSTRIAL SUPPLY CO	FLAME RESIST SAFETY VEST; COLD WEATHER G (2QTY) 12V JUMP STARTER FOR FLEET USE GREASE GUN & GAS CAN FOR UNIT #60 12-P003: HOLE-SAW BITS & ANTI-SEIZE GOLF CART ACCESSORY BATTERIES FOR SHOP STOCK U-BOLTS FOR PLANT SIGNAGES	622.24 381.81 326.37 316.99 143.60 93.22 50.69	1,934.92
09/14/2017	94180	04796 NAPA AUTO PARTS	AIR BRAKE TUBING, FILTER & FITTINGS FOR REPLT GREASE GUN DRAIN & FILTER FOR UNIT #521E GROVE CRAN IGNITION SWITCH FOR UNIT #77 CLEANING SUPPLIES FOR UNIT #109 RETURN: IGNITION SWITCH FOR UNIT #77 (OR	125.32 50.86 29.74 24.06 15.35 -24.06	221.27
09/14/2017	94181	06596 NATIONAL PLANT SERVICES, INC	16-S034 TWO POINT REPAIRS 7/19/2017	4,995.00	4,995.00
09/14/2017	94182	00620 P G & E	WWTP ELECTRICITY - AUG 2017 PUMP STATION R200B ELEC - SEP 2017 DISTRICT OFFICE ELECTRICITY - AUG 2017 DISTRICT OFFICE GAS SERVICE - AUG 2017 DO UTILITY BUILDING ELEC - AUG 2017	63,610.68 7,678.37 6,039.77 298.29 112.04	

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			RESERVOIR R100 ELEC - SEPTEMBER 2017	37.00	
			DO UTILITY BUILDING GAS SVC - AUG 2017	13.85	
			JOHNSON DRIVE STREETScape ELEC - AUGUST	12.98	
			ALAMO TRUNK SEWER ELEC - AUGUST 2017	12.94	77,815.92
09/14/2017	94183	07945 PIPE AND PLANT SOLUTIONS, IN	CCTV INSPECTION SERVICES SEWERLINE FOR J	9,020.00	9,020.00
09/14/2017	94184	04211 PLATT ELECTRIC SUPPLY	FIELD TECHNICAL SUPPORT FOR DPG IQ TRANS CONTACTOR FOR 750KW ROOM FAN	2,458.13 472.05	2,930.18
09/14/2017	94185	00663 PLEASANTON GARBAGE SVC IN	TRANSPORT OF SOLIDS/GRIT SCREENINGS: AUG AUGUST GARBAGE - FOD COMMERCE CIRCLE	5,036.63 480.43	5,517.06
09/14/2017	94186	05475 PRESIDIO SYSTEMS, INC.	LINEAR FEET - CCTV TRACT 8306 PRESIDIO S	2,089.13	2,089.13
09/14/2017	94187	07727 PURE HEALTH SOLUTIONS, INC.	WWTP: OPS WATER FILTRATION SERVICE AUG '	131.10	131.10
09/14/2017	94188	03898 SEEPEX INC	REPLT PARTS FOR HYPO PUMP #1	6,585.15	6,585.15
09/14/2017	94189	02015 SHERWIN-WILLIAMS CO	PAINTS FOR LABORATORY	165.71	165.71
09/14/2017	94190	06861 SIGNA MECHANICAL	(4G) KEEN ICE OIL; (2QTY) LEG KIT FOR EA	764.09	764.09
09/14/2017	94191	08117 SOLVAY FLUORIDES, LLC	HYDROFLUOROSILICIC ACID - TO1 - 6402 DOU	5,994.76	5,994.76
09/14/2017	94192	08023 ATTN: TOM MAJIC THE BACKFLO	6497 BACKFLOW 25 TESTS AND CERTIFY 08-02 6604 BACKFLOW TEST & CERTIFY BACKFLOW 08	1,875.00 750.00	2,625.00
09/14/2017	94193	00848 THE LIGHTHOUSE	STARTER SWITCH FOR UNIT #77	23.36	23.36
09/14/2017	94194	00861 THYSSEN KRUPP ELEVATOR CO	EALS ELEVATOR SERVICE CALL 8/2/2017	781.50	781.50
09/14/2017	94195	01470 TRI-VALLEY HOSE	PARTS FOR UNIT #521E (GROVE CRANE) REPAI	292.67	292.67
09/14/2017	94196	02845 TYLER TECHNOLOGIES	EDEN PROGRAMMING	1,000.00	1,000.00
09/14/2017	94197	01806 U.S. BANK	COPIER LEASE MAINT/ENGIN/FOD - SEPT 2017	621.63	621.63
09/14/2017	94198	01222 UNITED STATES TREASURY	GARNISHMENT - IRS: PAYMENT	420.50	420.50
09/14/2017	94199	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	217.40	217.40

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09/14/2017	94200	07290 V. W. HOUSEN & ASSOCIATES, IN	15-W017 TO NO OC-1 NTP THROUGH JULY 31 2 650 VW HOUSEN SCHAEFFER RANCH LIFT STATI	17,912.98 5,594.83	23,507.81
09/14/2017	94201	02449 VALLEY POWER SYSTEMS INC	(3QTY) WATER PUMP REPAIR KIT WITH DOUBLE	2,718.98	2,718.98
09/14/2017	94202	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT: AUG '17	562.46	562.46
09/14/2017	94203	00924 VERIZON WIRELESS	CELL PHN SVC AND EQUPTMNT CHARGES 08/04	4,027.63	4,027.63
09/14/2017	94204	04061 WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES: ECO CLIP DEODORIZER JANITORIAL SUPPLIES: ECO CLIP DEODORIZER JANITORIAL SUPPLIES: ECO CLIP DEODORIZER DUSTCARE CLEANING CLOTHS; STAINLESS STEE JANITORIAL SUPPLIES: DUST MOP & DUST MOP	171.25 160.51 151.43 139.68 42.90	665.77
09/14/2017	94205	00957 WEST YOST & ASSOCIATES	17-P004 WEST YOST 7/1/17 - 8/4/17	7,716.53	7,716.53
09/14/2017	94206	00957 WEST YOST & ASSOCIATES	16-R014 WEST YOST INV 2032438 PROF SERVI 16-R014 WEST YOST MAY - JUNE 2017 INV.	855.00 760.00	1,615.00
09/14/2017	94207	00987 ZONE 7 WATER AGENCY	AUGUST 2017 CONNECTION FEES	1,189,334.50	1,189,334.50
09/15/2017	1000917549	01108 CALPERS	FEES FOR GASB-68 MD 06/30/2017	700.00	700.00
09/18/2017	1815	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	27,870.15	27,870.15
09/18/2017	1816	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	41,067.82	41,067.82
09/18/2017	1817	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	143,327.47	143,327.47
09/18/2017	1818	00494 PERS	RETIREMENT: PAYMENT	93,503.88	93,503.88
09/18/2017	8082	05511 CALIFORNIA STATE	CHILD SUPPORT GARNISHMENT: PAYMENT	552.93	552.93
09/18/2017	9182017	03718 HR SIMPLIFIED	IRS 125 2017 POS	372.40	372.40
09/21/2017	94208	00710 AAI TERMITE & PEST CONTROL	LAVWMA: TERMITE & PEST CONTROL AUG '17	74.00	74.00
09/21/2017	94209	01013 BARRETT BUSINESS SERVICES	C. HENDRIX: W/E 8/27/17 D. TOSTADO: W/E 8/27/17	1,049.60 972.80	

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			K. RAMOS: W/E 8/27/17	729.60	
			J. CRIST: W/E 8/27/17	619.52	
			A. HARTRICK: W/E 8/20/17	614.40	
			S. AMARAL: W/E 8/27/17	563.20	
			N. POON: WE 08/27/17	413.44	
			A. HARTRICK: W/E 8/27/17	204.80	5,167.36
09/21/2017	94210	00103 C. OVERAA & CO.	16-R014 PP#7 08/01/17-08/31/17	781,281.08	781,281.08
09/21/2017	94211	04540 CALCHEM ENTERPRISES	DERWA: CC 2700 POLYALUMINUM CHLORIDE DEL	9,371.64	
			DERWA: CC 2700 POLYALUMINUM CHLORIDE DEL	9,258.33	18,629.97
09/21/2017	94212	04691 INC. EQUIFAX INFORMATION SV	EQUIFAX	615.94	615.94
09/21/2017	94213	04727 EVOQUA WATER TECH. LLC	16-R010 DERWA: MEMBRANES FOR MICRO-FILTR	5,738.90	5,738.90
09/21/2017	94214	00937 GRAINGER, INC.	SPARE TOILET PARTS	180.82	180.82
09/21/2017	94215	00937 GRAINGER, INC.	PPE: HARD HATS	134.06	
			PPE: WATER COOLERS FOR FIELD STAFF	58.16	
			PPE: HARD HATS	33.36	225.58
09/21/2017	94216	04424 GRAYBAR ELECTRIC COMPANY	16-P023: ELE MATLS FOR PLANT LIGHTING UP	2,761.08	2,761.08
09/21/2017	94217	04594 MCCAMPBELL ANALYTICAL INC	16-S021 LAB SAMPLE 08-22-17	645.98	645.98
09/21/2017	94218	00608 OFFICE TEAM	S MONTAGUE: W/E 09/15/17	1,100.10	1,100.10
09/21/2017	94219	00805 SUE STEPHENSON	STEPHENSON REIMB EXP FOR W/E 09/11/2017	56.67	56.67
09/21/2017	94220	00762 TESTAMERICA LABORATORIES I	LAB ANALYSES	26.50	26.50
09/21/2017	94221	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR WWTP OPERATIONS	2,467.88	
			SODIUM HYPOCHLORITE FOR DERWA RW OPERATI	2,258.92	
			SODIUM HYPOCHLORITE FOR RES 1A MINI BUL	395.69	5,122.49
09/21/2017	94222	07775 VANGUARD CONCEPT OFFICES	DIV 56 OFFICE WORKSTATIONS	6,275.69	6,275.69
09/21/2017	94223	04694 VULCAN MATERIALS CO	24.26 TONS OF 3/4IN CL 2 BASE 8-23-17	403.02	403.02

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09/21/2017	94224	06643 WEIR TECHNICAL SERVICES	MANAGEMENT SERVICES - AUGUST 2017 MANAGEMENT SERVICES - JULY 2017	9,085.62 3,552.93	12,638.55
09/21/2017	94225	03622 JUDY ZAVADIL	ZAVADIL REIMB EXP AT 2017 CASA CONFERENC	653.76	653.76
09/21/2017	94226	01719 A & M PRINTING, INC.	PRINTING SERVICES - BILL INSERT (DRUG DR	1,326.28	1,326.28
09/21/2017	94227	06124 AIKEN UNDERGROUND INC.	REFUND FOR METER# 65583836	107.81	107.81
09/21/2017	94228	06552 BILLING SOLUTIONS INC. AMERI	AQUAHAEK INV 7334 FOR 09-01-2017	2,083.00	2,083.00
09/21/2017	94229	00045 ANDREWS GLASS CO	LAB SUPPLIES	631.89	631.89
09/21/2017	94230	00058 ARROWHEAD MOUNTAIN SPRIN	OPS BOTTLED WATER AUG '17	118.36	118.36
09/21/2017	94231	00058 ARROWHEAD MOUNTAIN SPRIN	LAWWMA BOTTLED WATER AUG '17	8.73	8.73
09/21/2017	94232	06605 ATLANTIS PROPERTIES	REFUND FOR 3736 BRANDING IRON PL	14.23	14.23
09/21/2017	94233	01697 B & C TRUCK PARTS, INC	FILTERS FOR UNIT #503E CARTRIDGE ASSEMBLY WITH CORE DEPOSIT FOR CREDIT: CORE RETURN FROM INV #129921-P	152.05 78.66 -32.78	197.93
09/21/2017	94234	04076 C/O EBMUD BACWA	BACWA PROGRAM DUES 2017-2018	20,790.00	20,790.00
09/21/2017	94235	06389 BAY AREA GOLF & INDUSTRIAL	(12QTY) TIRE AND WHEEL ASSY FOR CARTS	1,990.06	1,990.06
09/21/2017	94236	04042 BAY AREA NEWS GROUP	BAY AREA NEWS GROUP - UNCLAIMED MONIES N	163.80	163.80
09/21/2017	94237	08247 BAY HILL PROPERTIES	REFUND FOR 2811 E SUGAR HILL TER	200.43	200.43
09/21/2017	94238	07825 C & R TRUCKING INC.	TRUCKING VULCAN MATERIAL 8/22/17 & 8/23/	1,671.84	1,671.84
09/21/2017	94239	07896 CAL ATLANTIC HOMES	REFUND MTR# 63946800	771.95	771.95
09/21/2017	94240	05404 CALIFORNIA FIRST AID & SAFET	WWTP FIRST AID KIT MAINTENANCE DISTRICT OFFICE FIRST AID KIT MAINTENANC COMMERCE CIRCLE FACILITY FIRST AID KIT M	189.82 121.27 52.00	363.09
09/21/2017	94241	00118 CALTEST ANALYTICAL LAB	LAB ANALYSES	175.75	

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			LAB ANALYSES	148.20	
			LAB ANALYSES	61.75	385.70
09/21/2017	94242	08251 DIANA CHIEN	REFUND FOR 9631 CAMASSIA WAY	44.88	44.88
09/21/2017	94243	01167 CITY OF DUBLIN	CITY OF DUBLIN FACILITY PERMIT FEE (DO)	162.00	162.00
09/21/2017	94244	03995 CORELOGIC SOLUTIONS, LLC	METROSCAN FOR MONTH OF AUGUST	324.58	324.58
09/21/2017	94245	01973 CROMER EQUIPMENT	TIRES & BATTERY HOLD DOWN BOLTS FOR UNIT	583.95	583.95
09/21/2017	94246	01156 CWEA	ONLINE JOB POSTING - MECHANIC I/II	285.00	285.00
09/21/2017	94247	00237 DERWA	DERWA - DSRSD SHARE AUG 2017	1,484,815.63	1,484,815.63
09/21/2017	94248	08029 ATTN: TREASURY MANAGEMEN	16-R014 PP#7 OVERAA ESCROW ACCT	41,121.64	41,121.64
09/21/2017	94249	02656 FASTENAL COMPANY	PPE: DO & WWTP LEATHER CLOVES RESTOCK	249.55	
			PPE: GLOVES & EYE GLASS WIPES - DO	132.27	381.82
09/21/2017	94250	00348 GFOA	BAILEY_GFOA MEMBERSHIP 10/17-09/18	160.00	160.00
09/21/2017	94251	08249 SALVATORE GUARNIERI	REFUND FOR 3469 FINNIAN WAY	60.97	60.97
09/21/2017	94252	08250 MOHAN HARIHARA	REFUND FOR 2300 OLEASTER DR	72.44	72.44
09/21/2017	94253	00376 HARRINGTON INDUSTRIAL PLAS	(2QTY) 1/2" 2-WAY SOLENOID VALVE FOR TUR	1,201.09	1,201.09
09/21/2017	94254	06732 HIRERIGHT, INC.	EMPLOYMENT BACKGROUND SCREENING SERVICES	445.08	445.08
09/21/2017	94255	08246 MARINA HUANG	REFUND FOR 5621 N DUBLIN RANCH DR	226.00	226.00
09/21/2017	94256	00578 INNOVYZE, INC.	INNOVYZE INFO WATER UNLIMITED LINKS - S	1,000.00	1,000.00
09/21/2017	94257	02803 INTELLITIME SYSTEMS CORP	ANNUAL SUPPORT 10/1/17 - 09/30/18	1,600.00	1,600.00
09/21/2017	94258	01376 J & M INC	REFUND MTR# 67823958	3,310.64	
			REFUND FOR METER #63983842	654.15	3,964.79
09/21/2017	94259	07848 LLP JARVIS, FAY, DOPORTO & GI	GENERAL COUNSEL SVCS - AUGUST 2017	4,483.50	4,483.50
09/21/2017	94260	05882 KB HOMES	REFUND FOR 3980 WINDSOR WAY	101.72	

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			REFUND FOR 4030 WINDSOR WAY	86.29	188.01
09/21/2017	94261	08241 KB HOMES	REFUND FOR 4010 WINDSOR WAY	34.47	34.47
09/21/2017	94262	06166 KBA	COPIER FOD/ENGR/MAINT 8/1/17 -8/31/17	258.84	258.84
09/21/2017	94263	08242 HYUNWOO KIM	REFUND FOR 4278 JORDAN RANCH RD	136.41	136.41
09/21/2017	94264	00509 LIEBERT CASSIDY WHITMORE	GENERAL LEGAL SERVICES (08/17)	1,464.00	1,464.00
09/21/2017	94265	07614 MAHLER CONSULTING SERVICE	73 MAHLER CONSULTING SERVICE AUGUST 16TH	23,570.00	23,570.00
09/21/2017	94266	07264 MANPOWERGROUP US INC.	M. SCULL: WE 08/27/17	723.85	
			M. ZAKLAN: WE 08/27/17	415.72	1,139.57
09/21/2017	94267	05368 JOHN MARCHAND	SPECIAL BOARD MTG ATTENDANCE - 08/31/17	50.00	50.00
09/21/2017	94268	08244 DAVID MEANY	REFUND FOR 5118 GEORGETOWN CIR	48.94	48.94
09/21/2017	94269	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 08/27/17	1,608.00	1,608.00
09/21/2017	94270	04231 MSC INDUSTRIAL SUPPLY CO	TIEDOWN STRAPS FOR UNIT #77 WATER TANK	113.97	113.97
09/21/2017	94271	07100 ARNE OLSON	SPECIAL BOARD MTG ATTENDANCE - 08/31/17	50.00	50.00
09/21/2017	94272	08234 OSTS, INC.	RESPIRATORY SAFETY TRAINING	2,400.00	
			RESPIRATORY SAFETY TRAINING - INSTRUCTOR	1,167.63	3,567.63
09/21/2017	94273	00620 P G & E	MISC PUMP STNS; DUB LIFT STN; COMM CIR E	34,734.97	
			FSL AERATORS; LAB HVAC; FLEET -AUG 2017	2,099.95	
			LAVWMA PIPELINE & LIVERMORE LINE SEP '17	501.87	37,336.79
09/21/2017	94274	06023 JERRY PENTIN	SPECIAL BOARD MTG ATTENDANCE - 08/31/17	50.00	50.00
09/21/2017	94275	07412 PURETEC INDUSTRIAL WATER	DI RENTAL QUARTERLY	126.00	126.00
09/21/2017	94276	04105 R&B COMPANY	MISC PARTS FOR REPAIRS	14,484.68	
			2 12 OWERMAX FLEX COUPLING W/NUTS & BOLT	1,087.28	
			PARTS FOR REPAIRS	302.00	15,873.96
09/21/2017	94277	08243 MASSIMO RAPPARINI	REFUND FOR 4613 PERSIMMON DR	122.24	122.24

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09/21/2017	94278	02316 RECORDS CONTROL SERVICES	RCS - RECORDS INVENTORY SERVICES - RECOR	1,759.24	1,759.24
09/21/2017	94279	02466 RICOH AMERICAS CORP	COPIER LEASES WWTP/DO ACCOUNTING/DO MAIL	1,438.67	1,438.67
09/21/2017	94280	07981 SUBSITE LLC	RETERMINATE CABLE	472.30	
			CONTROLLER RESET LIGHT NOT WORKING DRAWI	274.44	746.74
09/21/2017	94281	05841 SABAH INTERNATIONAL, INC.	DISTRICT OFFICE FIRE ALARM SYSTEM TESTIN	577.50	
			COMMERCE CIRCLE FIRE ALARM SYSTEM TESTIN	324.00	901.50
09/21/2017	94282	02015 SHERWIN-WILLIAMS CO	PAINT SUPPLIES FOR LAB	165.95	165.95
09/21/2017	94283	08240 PARAMDEEP SINGH	REFUND FOR 7747 SQUIRREL CREEK CIR	333.52	333.52
09/21/2017	94284	08117 SOLVAY FLUORIDES, LLC	HYDROFLUOROSILICIC ACID - TO5 FALLON RD	11,456.56	11,456.56
09/21/2017	94285	08245 DIANE TEAKLE	REFUND FOR 5220 N FORESTDALE CIR	195.81	195.81
09/21/2017	94286	00848 THE LIGHTHOUSE	(10QTY) FIRE EXTINGUISHER FOR FLEET STOC	338.68	338.68
09/21/2017	94287	00862 TIFCO INDUSTRIES	STORAGE EQPT & DRILL SET FOR FACILITIES	548.75	548.75
09/21/2017	94288	08253 BASKARAN TRANQUEBAR	REFUND FOR 3518 SANDALFORD WAY	37.79	37.79
09/21/2017	94289	01806 U.S. BANK	COPIER LEASE MAINT/ENGIN/FOD - 9/1/17-10	547.34	547.34
09/21/2017	94290	07140 USA FLEET SOLUTIONS	SEP 2017: FLEET GPS TRACKING SYSTEM	1,686.05	1,686.05
09/21/2017	94291	00912 VALLEY CARE HEALTH SYSTEM	ERGONOMIC EVALUATIONS - MULTIPLE EE	862.50	
			ERGONOMIC EVALUATION - R. OLSEN	225.00	1,087.50
09/21/2017	94292	06004 VANGUARD CLEANING SYSTEM	SEP 2017: WWTP - JANITORIAL SERVICES	3,045.00	
			SEP 2017: FOD - JANITORIAL SERVICES	1,895.00	4,940.00
09/21/2017	94293	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT: SEP '17	774.00	774.00
09/21/2017	94294	00933 VWR INTERNATIONAL, INC.	LAB CHEMICALS AND SUPPLIES	1,091.09	
			NITRILE GLOVES - OPERATIONS	908.52	
			LAB CHEMICALS AND SUPPLIES	387.00	
			LAB CHEMICALS AND SUPPLIES	262.20	

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			LAB CHEMICALS AND SUPPLIES	76.76	
			LAB CHEMICALS AND SUPPLIES	21.70	2,747.27
09/21/2017	94295	08248 LIJUN WANG	REFUND FOR 3363 MONAGHAN ST	113.28	113.28
09/21/2017	94296	04061 WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES: STAINLESS STEEL CLE	32.06	32.06
09/21/2017	94297	00957 WEST YOST & ASSOCIATES	PROFESSIONAL SEVICES FORM JULY 1-AUG 4	10,182.50	10,182.50
09/21/2017	94298	07021 BOB WOERNER	SPECIAL BOARD MTG ATTENDANCE - 08/31/17	50.00	50.00
09/21/2017	94299	08252 LING ZHANG	REFUND FOR 811 JOREE LN	193.28	193.28
09/25/2017	9252017	03718 HR SIMPLIFIED	IRS 125 2017 DCA/FSA/POS	4,189.59	4,189.59
09/28/2017	94300	00710 AAI TERMITE & PEST CONTROL	LAVWMA: TERMITE & PEST CONTROL SEP '17	74.00	74.00
09/28/2017	94301	03460 ACCO ENGINEERED SYSTEMS II	DERWA: UV CHANNEL (BLDG P) HVAC SERVICE PROVIDE LABOR & MATLS TO REPLACE DAMPER	1,550.50 1,414.00	2,964.50
09/28/2017	94302	01013 BARRETT BUSINESS SERVICES	A. HARTRICK: W/E 9/3/17 D. TOSTADO: W/E 9/3/17 J. CRIST: W/E 9/3/17 K. RAMOS: W/E 9/3/17 C. HENDRIX: W/E 9/3/17	819.20 768.00 598.40 486.40 179.20	2,851.20
09/28/2017	94303	01013 BARRETT BUSINESS SERVICES	N. POON: WE 09/03/17	413.44	413.44
09/28/2017	94304	03614 CAROLLO ENGINEERS INC.	16-R014 CAROLLO PROFESSIONAL SVCS 8/1/17	34,912.00	34,912.00
09/28/2017	94305	03614 CAROLLO ENGINEERS INC.	07-3203 CAROLLO PROFESSIONAL SVCS FROM 8	23,531.25	23,531.25
09/28/2017	94306	03614 CAROLLO ENGINEERS INC.	16-S021 CAROLLO PROFESSIONAL SERVICES 8/	9,099.75	9,099.75
09/28/2017	94307	07915 JEFF CARSON	CARSON REIMB EXP FOR MILEAGE - AUG. 2017	135.08	135.08
09/28/2017	94308	04727 EVOQUA WATER TECH. LLC	16-R010 DERWA: MEMBRANES FOR MICRO-FILTR	1,777.45	1,777.45
09/28/2017	94309	07205 GLENMOUNT GLOBAL SOLUTIONS	09-6101 PP 23 JULY 1 - JULY 31	260,816.66	260,816.66
09/28/2017	94310	00937 GRAINGER, INC.	CORDLESS JIGSAW KIT	162.78	

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			NUMBER STAMP SET FOR SHOP	84.01	
			LAVWMA: PARTS FOR SLSS CHLORINE ANALYZER	46.90	
			REPLT STEEL STAMPS FOR SHOP	23.36	317.05
09/28/2017	94311	04424 GRAYBAR ELECTRIC COMPANY	PARTS FOR MOUNTING LIGHT FIXTURES & FOR ELE PARTS FOR STOCK	568.83 156.22	
			16-P023: RETURN FROM ORIGINAL INVOICE #9	-277.35	447.70
09/28/2017	94312	01242 INFO SEND, INC	UB BILLING PRINTING/MAILING SERVICES AUG	340.02	340.02
09/28/2017	94313	08121 INSITUFORM TECHNOLOGIES, L	16-S021 PP 3 AUG 1 TO AUG 31	1,261,792.85	1,261,792.85
09/28/2017	94314	00439 IUOE LOCAL 39	LOCAL 39 UNION DUES: PAYMENT	4,803.23	4,803.23
09/28/2017	94315	00485 KOFF & ASSOCIATES INC.	DEVELOP CLASS DESCRIPTION	1,000.00	1,000.00
09/28/2017	94316	04594 MCCAMPBELL ANALYTICAL INC	16-S021 LAB SAMPLES 8/22-9/5 INV NO 1709	296.00	296.00
09/28/2017	94317	07493 MADELYNE MISHELOFF	DIRECTOR MISHELOFF - AUGUST 2017 EXPENSE	511.95	511.95
09/28/2017	94318	00608 OFFICE TEAM	S MONTAGUE: W/E 09/22/17	1,100.10	1,100.10
09/28/2017	94319	01293 PK SAFETY SUPPLY	CALIBRATION GAS FOR PERSONAL MONITORS	340.86	340.86
09/28/2017	94320	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	111.23	111.23
09/28/2017	94321	00762 TESTAMERICA LABORATORIES I	LAB ANALYSES	146.00	146.00
09/28/2017	94322	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR WWTP OPERATIONS SODIUM HYPOCHLORITE FOR WWTP OPERATIONS	2,469.41 2,468.90	4,938.31
09/28/2017	94323	04694 VULCAN MATERIALS CO	LOAD OF GRAVEL FOR REPAIRS	44.66	44.66
09/28/2017	94324	03831 JACKIE YEE	YEE REIMB EXP FOR DISTRICT VEHICLE - FUE	58.12	58.12
09/28/2017	94325	01719 A & M PRINTING, INC.	PRINTING - ANNUAL REPORT FY17 PRINTING: INVITATION - WATER PROFESSIONA	993.67 81.65	1,075.32
09/28/2017	94326	00019 A-1 ENTERPRISES	LAVWMA: WEEKLY STREET SWEEPING AUG '17 WWTP: BI-MONTHLY STREET SWEEPING AUG '17	220.00 170.00	390.00

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09/28/2017	94327	06930 ACCOUNTING UNIT ALAMEDA CC	BILLING FOR THE MONTH OF JULY 1 2017 INV	1,200.00	1,200.00
09/28/2017	94328	01076 ALSCO INC	TOWEL SERVICE WWTP AUG '17	836.80	
			TOWEL SERVICE FOD AUG '17	528.70	
			TOWEL SERVICE WWTP JUL '17	425.67	
			TOWEL SERVICE FOD JUL '17	408.30	
			TOWEL SERVICE DO AUG '17	89.84	
			TOWEL SERVICE DO JUL '17	88.59	2,377.90
09/28/2017	94329	00622 AT&T	LAVWMA PS PHONE & DSL SEP '17	350.63	350.63
09/28/2017	94330	00622 AT&T	C3 - CC DO T1 X 2 THRU09-12-17	328.48	
			C3 - T1 WWTP TO PS300 DV THRU 09/12/17	241.18	569.66
09/28/2017	94331	01676 BANK OF AMERICA	BANK CHARGES - AUG 15 - SEPT 15	2,905.36	2,905.36
09/28/2017	94332	01720 CALIFORNIA TRENCHLESS, INC.	16-S019 PP 1 CALIFORNIA TRENCHLESS 6/20	209,779.15	209,779.15
09/28/2017	94333	07138 CALIFORNIA WATER TECHNOLO	FERROUS CHLORIDE DELIVERY 8/30/17	3,909.29	3,909.29
09/28/2017	94334	01085 CALPERS LONG-TERM CARE PR	LONG-TERM CARE: PAYMENT	68.12	68.12
09/28/2017	94335	00105 CAL-STEAM	2965007 CAL-STEAM EQUIPMENT	183.98	183.98
09/28/2017	94336	00157 CITY OF PLEASANTON	FOD: POTABLE WATER SEP '17 (151 UNITS US	1,228.91	
			WWTP: POTABLE WATER SEP '17	609.70	
			DERWA: POTABLE WATER SEP '17	276.28	
			FOD: POTABLE WATER - IRRIGATION SEP '17	211.43	
			LAVWMA: POTABLE WATER SEP '17	148.99	2,475.31
09/28/2017	94337	08239 COUNTY OF ALAMEDA	YEARLY PARCEL CD JULY 2017 - JUNE 2018	240.00	240.00
09/28/2017	94338	00241 DGS OFS SVC REVOLVING FUNE	NATURAL GAS SERVICE @ WTP - 08/17	20,688.26	20,688.26
09/28/2017	94339	00277 EBMUD	LAVWMA LEWELLING WTR & SWR SEP '17	163.02	163.02
09/28/2017	94340	02656 FASTENAL COMPANY	PPE: EARPLUGS, GLASSES, EYEWEAR	350.64	
			BOLTS FOR FOD CART REPAIR	4.80	355.44

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09/28/2017	94341	00313 FASTSIGNS	FOF BANNER FAST SIGNS - NAME PLAQUE - DIRECTOR MISH	318.49 16.39	334.88
09/28/2017	94342	00314 FEDEX	SHIPPING CHARGES 8/15 (HR) & 8/30 (EXEC)	60.95	60.95
09/28/2017	94343	03900 GARTON TRACTOR INC	FSL HARVEST TRACTOR RENTAL 1 WK PRO-RATE	2,023.31	2,023.31
09/28/2017	94344	07137 GOODYEAR COMMERCIAL TIRE	REPLT TIRES FOR UNIT #110 (4QTY) 265/70R17 TIRES FOR UNIT #38 REPLT TIRE FOR TRAILER UNIT #607T	2,944.56 759.65 108.70	3,812.91
09/28/2017	94345	00362 GSE CONSTRUCTION CO., INC.	07-3203 PP 1 JULY 31 - AUGUST 31	548,220.00	548,220.00
09/28/2017	94346	00368 HACH COMPANY	REPLT SENSOR CAP FOR AERATION DO PROBE	258.13	258.13
09/28/2017	94347	07652 HUNT & SONS, INC.	(825G) REG UNLEADED GASOLINE	2,216.77	2,216.77
09/28/2017	94348	07017 HYDROSCIENCE ENGINEERS, IN	PROFESSIONAL SERVICES THROUGH 9/1/2017 H	13,045.00	13,045.00
09/28/2017	94349	01225 KAESER COMPRESSORS, INC	(6QTY) OIL FILTER INSERT FOR PLANT COMPR	1,138.91	1,138.91
09/28/2017	94350	07264 MANPOWERGROUP US INC.	M. SCULL: WE 09/03/17 M. ZAKLAN: WE 09/03/17	747.20 437.60	1,184.80
09/28/2017	94351	08259 MARCOM AWARDS	ENTRY FEE - 2017 MARCOM MARKETING AND CO	255.00	255.00
09/28/2017	94352	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 09/03/17	1,725.25	1,725.25
09/28/2017	94353	04796 NAPA AUTO PARTS	(12QTY) OIL FILTER FOR FLEET STOCK AIR FILTERS FOR FLEET STOCK (2QTY) AIR FILTER FOR BARSCREEN INLET CH	51.65 38.38 21.76	111.79
09/28/2017	94354	02447 NEOGEN CORP	EC MEDIUM	151.86	151.86
09/28/2017	94355	02109 ONE HOUR DELIVERY SERVICE,	ONE HOUR DELIVERY - BOD MAIL DELIVERY 9/	69.00	69.00
09/28/2017	94356	00620 P G & E	LAWWMA PS FEEDER B SEP '17 LAWWMA PS FEEDER A SEP '17 RESERVOIR 3A ELECTRICITY -	42,733.69 16,533.52 55.51	59,322.72

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09/28/2017	94357	07945 PIPE AND PLANT SOLUTIONS, IN	CCTV INSPECTION SEWER LINES FOR AUGUST 2	2,480.00	2,480.00
09/28/2017	94358	04211 PLATT ELECTRIC SUPPLY	DERWA: ELE MATLS FOR HVAC REPAIR THERMAL IMAGING INFRARED CAMERA	561.75 545.16	1,106.91
09/28/2017	94359	06444 RICHERT LUMBER	PLYWOOD TO COVER GRATING ON AERATION DEC (10QTY) WOOD FOR TEMPORARY RAS PIPELINE	155.23 56.45	211.68
09/28/2017	94360	02466 RICOH AMERICAS CORP	COPIER LEASES WWTP/DO ACCOUNTING/DO MAIL	1,501.32	1,501.32
09/28/2017	94361	06345 RON DUPRATT FORD	LEVER FOR UNIT #43 (2QTY) SPARE KEY FOR UNIT #43	33.76 8.46	42.22
09/28/2017	94362	04044 SCOTT VALLEY BANK	07-3203 PP 1 ESCROW 13501033	28,875.00	28,875.00
09/28/2017	94363	02015 SHERWIN-WILLIAMS CO	PAINTS FOR LAB	415.67	415.67
09/28/2017	94364	04072 SIERRA UTILITY SALES, INC.	REPLT LOCKOUT RELAY/SWITCH WITH ELECTRIC	1,339.10	1,339.10
09/28/2017	94365	08258 THAI BASIL EXPRESS	MISC AR REFUND RECEIPT #: 08027 MISC AR REFUND RECEIPT #: 08097 MISC AR REFUND RECEIPT #: 08192 MISC AR REFUND RECEIPT #: 07948	169.49 169.49 169.49 0.72	509.19
09/28/2017	94366	00848 THE LIGHTHOUSE	BACK-UP CAMERA KIT FOR UNIT #112	661.37	661.37
09/28/2017	94367	01222 UNITED STATES TREASURY	GARNISHMENT - IRS: PAYMENT	420.50	420.50
09/28/2017	94368	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	217.40	217.40
09/28/2017	94369	07263 C/O NWRI UTILITY BRANDING NE	ANNUAL MEMBERSHIP DUES (9/1/17 - 8/31/18)	5,000.00	5,000.00
09/28/2017	94370	06004 VANGUARD CLEANING SYSTEMS	SEP 2017: DO JANITORIAL SERVICES	2,675.00	2,675.00
09/28/2017	94371	00933 VWR INTERNATIONAL, INC.	BGB,LTB,TSB,PIPETTE,SULFURIC ACID 0.1N LAB CHEMICALS AND SUPPLIES LAB CHEMICALS AND SUPPLIES LAB CHEMICALS AND SUPPLIES	615.42 210.69 149.36 109.60	1,085.07

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Dublin San Ramon Services District

From: 9/11/2017 To: 10/6/2017

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Date	Check #	Vendor	Description	Amount Paid	Check Total
09/28/2017	94372	05486 WECO INDUSTRIES	3 MANHOLE PROTECTIVE RINGS 22"-32"	1,023.53	1,023.53
09/28/2017	94373	00987 ZONE 7 WATER AGENCY	TREATED WATER SERVICE FOR AUGUST 2017	1,476,685.76	1,476,685.76
10/02/2017	8084	05511 CALIFORNIA STATE	CHILD SUPPORT GARNISHMENT: PAYMENT	690.46	690.46
10/02/2017	10022017	03718 HR SIMPLIFIED	IRS 125 2017 POS	887.24	887.24
10/02/2017	607100217	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	42,265.89	42,265.89
10/02/2017	608100217	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	40.00	40.00
10/02/2017	1000935003	00494 PERS	RETIREMENT: PAYMENT	93,429.82	93,429.82
10/03/2017	10783853	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	665.87	665.87
10/03/2017	33813432	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	132,540.65	132,540.65
10/03/2017	955051904	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	26,403.76	26,403.76
10/03/2017	1059811200	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	40.00	40.00
10/05/2017	94374	01738 3T EQUIPMENT COMPANY INC.	SPARE BALL VALVES FOR UNIT #110	449.71	449.71
10/05/2017	94375	01719 A & M PRINTING, INC.	BUSINESS CARDS - VARIOUS EMPLOYEES	420.61	420.61
10/05/2017	94376	00009 ACWA	ACWA REGION 5 EVENT - TOUR REGISTRATION	30.00	30.00
10/05/2017	94377	07554 AIRGAS USA, LLC	(4QTY) PROPANE FOR FORKLIFT SEP 2017: CYLINDER RENTAL - ACETYLENE, A	176.94 64.21	241.15
10/05/2017	94378	06349 ARCSINE ENGINEERING	09-6101 ARCSINE PROFESSIONAL SVCS 8/1/17 17-A007 ARCSINE PROF. SVCS. 8/1/17 - 8/3	30,640.41 175.20	30,815.61
10/05/2017	94379	06349 ARCSINE ENGINEERING	16-A005 ARCSINE FOD ELECTRICAL HVAC IMPR	2,693.05	2,693.05
10/05/2017	94380	00622 AT&T	C3 - TELE SVCS AND USAGE THRU 09-12-2017 LAWWMA PS & SANLEANDRO DECHLOR STATION S	3,095.88 102.21	3,198.09
10/05/2017	94381	05097 BATTERIES PLUS	BATTERIES FOR EMERGENCY LIGHT @ DO SERVE	43.68	43.68
10/05/2017	94382	00091 BOLD, POLISNER, MADDOW, NEI	MONTHLY LEGAL SERVICES - 08/2017	12,561.78	12,561.78

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Date	Check #	Vendor	Description	Amount Paid	Check Total
10/05/2017	94383	07138 CALIFORNIA WATER TECHNOLO	FERROUS CHLORIDE DELIVERY	4,055.68	4,055.68
10/05/2017	94384	07872 CAL-SAFETY, INC.	LAWWMA: TRAFFIC CONTROL ON DUBLIN CANYON	1,480.00	1,480.00
10/05/2017	94385	00105 CAL-STEAM	FITTING FOR SHOP WATER LINE	15.86	15.86
10/05/2017	94386	00014 COUNTY OF ALAMEDA	FY 2017 FUELING - FOD/INSP/CFRS - AUG 20	2,883.24	2,883.24
10/05/2017	94387	01633 CPS HUMAN RESOURCE SVCS	CUSTOMER SERVICE REP RECRUITMENT TEST MA	1,320.00	1,320.00
10/05/2017	94388	00212 CUMMINS PACIFIC LLC.	PARTS FOR PS 4B GENERATOR-PARTIAL DELIVE	643.97	643.97
10/05/2017	94389	01156 CWEA	CWEA ASSOCIATIN MEMBERSHIP DUES FOR STEF	180.00	180.00
10/05/2017	94390	00280 ECOWATER SYSTEMS	OPS SOFTENER EXCHANGE TANK SERVICE: OCT RO TANKS (QTY 2) OCT '17	211.20 19.00	230.20
10/05/2017	94391	02656 FASTENAL COMPANY	FENDER WASHERS FOR NEW CONDUIT SUPPORTS	10.43	10.43
10/05/2017	94392	00314 FEDEX	WWTP: OVERNIGHT DELIVERY CHARGES SEP '17	32.65	32.65
10/05/2017	94393	03900 GARTON TRACTOR INC	FSL HARVEST - TRACTOR RENTAL PICK UP FSL HARVEST - TRACTOR DEF TOTE OIL CREDI	548.33 -366.88	181.45
10/05/2017	94394	00368 HACH COMPANY	LAWWMA: REPLT PH PROBE SUPPLIES	558.42 362.51	920.93
10/05/2017	94395	00394 HILTI, INC.	DIAMOND CORE BIT & WATER HOSE CONNECTORS	351.24	351.24
10/05/2017	94396	07652 HUNT & SONS, INC.	(8400G) DIESEL FUEL #2	2,186.83	2,186.83
10/05/2017	94397	07481 J.N. ABBOTT DISTRIBUTOR, INC.	CO-GEN OIL: (420QTY) D-A BLUE FLAME HB5	4,829.23	4,829.23
10/05/2017	94398	00451 JM SQUARED ASSOCIATES INC.	(3QTY) REPLT 3 WATER PUMPS	108,895.92	108,895.92
10/05/2017	94399	02353 KELLY-MOORE PAINT CO., INC.	LAWWMA: PAINT FOR PS FENCE	378.01	378.01
10/05/2017	94400	07264 MANPOWERGROUP US INC.	M. SCULL: WE 09/10/17 M. ZAKLAN: WE 09/10/17	597.76 229.74	827.50
10/05/2017	94401	00536 MC MASTER-CARR SUPPLY CO.	DERWA: FLEX HOSE FOR MF PRE-STRAINERS	140.72	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			DERWA: 90 DEG COPPER CONNECTOR FOR MF PR	60.34	201.06
10/05/2017	94402	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: WE 09/10/17	1,038.50	1,038.50
10/05/2017	94403	03978 MICROTECH SCIENTIFIC	LAB SUPPLIES	601.42	601.42
10/05/2017	94404	04231 MSC INDUSTRIAL SUPPLY CO	HYDRANT ADAPTER FOR GARDEN HOSE; REPLT W	128.21	128.21
10/05/2017	94405	04796 NAPA AUTO PARTS	AIR FILTER FOR UNIT #119	12.23	
			JACKET WATER CAP FOR CO-GEN #1	5.29	17.52
10/05/2017	94406	00620 P G & E	PUMP STATION R200A ELEC - 8/24 - 9/24	4,808.44	
			DEPARTING LOAD NON-BYPASSABLE CHARGES	687.41	
			RESERVOIR R200 DERWA TANK 2 ELEC - 8/23	35.15	5,531.00
10/05/2017	94407	04211 PLATT ELECTRIC SUPPLY	16-A002: DUCT HUNTER	1,938.16	1,938.16
10/05/2017	94408	05543 ADMINISTRATORS (PBIA) PREFE	OCTOBER 2017 - DENTAL	21,701.90	21,701.90
10/05/2017	94409	00680 QUENVOLD'S SAFETY SHOEMOI	SAFETY SHOES - ROGER LI	119.90	119.90
10/05/2017	94410	04105 R&B COMPANY	MISC PARTS FOR REPAIRS	7,035.63	
			6 2 ARI D-040 COMBO ARV	2,523.68	
			15-W004 DOUGHTY RD UTILITY	248.84	
			5 2-1/2 MHT X 2 FIP HOSE ADAPTERS	92.86	
			40 COPPER FLARE WASHERS	57.55	9,958.56
10/05/2017	94411	06444 RICHERT LUMBER	07-3203: GRAVEL FOR DIGESTER #4 TEMPORAR	1,026.95	1,026.95
10/05/2017	94412	06345 RON DUPRATT FORD	REPLT MIRROR ASSY FOR UNIT #87	152.20	
			(12QTY) OIL DRAIN PLUG	81.82	234.02
10/05/2017	94413	04698 SAMPLE TRAPS, LLC	LAB SUPPLIES	174.80	174.80
10/05/2017	94414	00810 STUDIO BLUE REPROGRAPHICS	17-A007 STUDIO BLUE BID DOCS	167.02	167.02
10/05/2017	94415	00848 THE LIGHTHOUSE	LED LIGHTBAR FOR UNIT #112	1,567.62	1,567.62
10/05/2017	94416	00862 TIFCO INDUSTRIES	OPERATING SUPPLIES FOR WWTP	923.99	

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Dublin San Ramon Services District

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			RETURN: OPERATING SUPPLIES FOR WWTP	-164.29	759.70
10/05/2017	94417	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT: SEP '17	860.78	860.78
10/05/2017	94418	00933 VWR INTERNATIONAL, INC.	LAB CHEMICALS AND SUPPLIES	196.65	
			BIOINDICATOR	151.65	348.30
10/05/2017	94419	05785 WAUKESHA-PEARCE INDUSTRIE	CO-GEN PARTS & SUPPLIES	4,382.10	4,382.10
10/05/2017	94420	03460 ACCO ENGINEERED SYSTEMS II	DO SERVER ROOM HVAC REPAIR - JOB #181398	2,923.00	
			AUG 2017: WWTP HVAC QUARTERLY MAINTENANC	386.25	3,309.25
10/05/2017	94421	01209 AERC RECYCLING SOLUTIONS	RECYCLING OF LAMPS AND BATTERIES FOR SEP	1,201.67	1,201.67
10/05/2017	94422	01013 BARRETT BUSINESS SERVICES	D. TOSTADO: W/E 9/10/17	915.20	
			A. HARTRICK: W/E 9/10/17	614.40	1,529.60
10/05/2017	94423	01013 BARRETT BUSINESS SERVICES	N. POON: WE 09/10/17	413.44	413.44
10/05/2017	94424	04540 CALCHEM ENTERPRISES	DERWA: CC 2700 POLYALUMINUM CHLORIDE DEL	9,090.44	9,090.44
10/05/2017	94425	03614 CAROLLO ENGINEERS INC.	16-A002 CAROLLO PROF SVCS 8/1-8/31	21,539.00	
			16-S019 CAROLLO PROF SVCS 8/1/17 TO 8/31	5,259.00	26,798.00
10/05/2017	94426	00937 GRAINGER, INC.	DERWA: (2QTY) METERING PUMP FOR MF UVT F	689.37	
			ELE SUPPLIES: EPOXY ADHESIVE, PERMANENT	159.80	
			BRASS TAGS FOR SHOP	25.92	
			ELE SUPPLIES: PAINT MARKER	15.27	
			THREADED STEEL ROD	2.93	893.29
10/05/2017	94427	04424 GRAYBAR ELECTRIC COMPANY	SPARE DRY TRANSFORMER FOR STOCK	532.50	
			ELE MATLS/PARTS FOR STOCK	386.63	
			16-P023: ELE MATLS FOR PLANT LIGHTING UP	219.72	1,138.85
10/05/2017	94428	08268 DIANE GRIFFIN	GRIFFIN REIMB EXP AT 2017 LABWORKS USER	439.45	439.45
10/05/2017	94429	06791 HYLAND SOFTWARE, INC.	HYLAND - TECHQUEST TRAINING - VIVIAN CHI	3,000.00	3,000.00
10/05/2017	94430	04722 STEPHAN KOZANDA	KOZANDA REIMB EXP AT BAYWORKS WORKSHOP 0	24.50	24.50

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Dublin San Ramon Services District

From: 9/11/2017 To: 10/6/2017

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
10/05/2017	94431	04594 MCCAMPBELL ANALYTICAL INC	GRIT ANALYSIS - AUG '17	1,107.00	1,107.00
10/05/2017	94432	00608 OFFICE TEAM	S MONTAGUE: W/E 09/29/17	829.90	829.90
10/05/2017	94433	00666 RUDY PORTUGAL	PORTUGAL REIMB EXP FOR FOD SCADA FINAL W	190.10	190.10
10/05/2017	94434	01403 PRAXAIR DISTRIBUTION INC 186	LIQUID ARGON AND CYLINDER RENTAL	663.77	663.77
10/05/2017	94435	00762 TESTAMERICA LABORATORIES I	LAB ANALYSES	81.50	81.50
10/05/2017	94436	00843 THE COVELLO GROUP INC	16-S021 COVELLO PROFESSIONAL SVCS 8/1/17	55,419.50	
			16-R014 COVELLO PROFESSIONAL SVCS 8/1/20	48,292.88	
			07-3203 COVELLO PROFESSIONAL SVCS 8/1/17	16,085.00	
			16-S019 COVELLO PROFESSIONAL SVCS 8/1/17	7,325.00	127,122.38
10/05/2017	94437	00866 DUC-TRI (TROY) TO	TO REIMB EXP AT LABWORKS 2017 USER WORKS	22.95	22.95
10/05/2017	94438	07392 SINZEE TRAN	TRAN REIMB EXP AT BAYWORKS WORKSHOP 09/2	18.50	18.50
10/05/2017	94439	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR WWTP OPERATIONS	2,469.41	
			SODIUM HYPOCHLORITE FOR WWTP OPERATIONS	2,468.38	
			SODIUM HYPOCHLORITE FOR DERWA RW OPERATI	2,259.86	
			SODIUM HYPOCHLORITE FOR RES 1A MINI BUL	390.44	7,588.09
10/05/2017	94440	01125 KAREN VADEN	VADEN REIMB EXP AT CERBT WORKSHOP 10/04/	26.26	26.26
10/05/2017	94441	05127 VISION SERVICE PLAN - CA (VSF	OCTOBER 2017 - VISION	2,481.72	2,481.72
10/05/2017	94442	04694 VULCAN MATERIALS CO	3 LOADS OF RECYCLED BASE FOR REPAIRS	817.74	
			RECYCLED BASE FOR REPAIRS - 19.90	277.22	1,094.96
10/05/2017	94443	00985 ZASIO ENTERPRISES INC.	ZASIO - ANNUAL MAINTENANCE & SUPPORT VER	8,894.00	8,894.00

322 checks in this report

Total Checks: 9,065,578.02

Karen Vaden
 Digitally signed by Karen Vaden
 DN: cn=Karen Vaden
 Date: 2017.10.06 09:29:39 -07'00'

Administrative Operating Budget Adjustment Request

Policy:

Administrative Adjustments: The General Manager may make "no net change" budget adjustments provided those changes are all within the same fund. This ensures that rates will not be affected.

Reporting: Administrative budget adjustments are reported to the Board directly in lieu of the Finance Committee as they occur, but no more frequently than monthly.

Directions:

1. Complete form.
2. Obtain signature of Department Head and GM.
3. Route the original the Financial Services Manager.

Account Number	Amount – Increase (Decrease) FY2018	Amount – Increase (Decrease) FY2019
900.40.40.000.1.100	(\$30,032.00)	(\$32,638.50)
900.40.40.000.1.125	(\$11,086.40)	(\$11,973.39)
900.40.40.000.1.126	(\$8,337.22)	(\$9,060.81)
900.40.40.000.1.127	(\$1,901.29)	(\$1,972.89)
900.30.30.000.1.100	\$30,032.00	\$32,638.50
900.30.30.000.1.125	\$11,086.40	\$11,973.39
900.30.30.000.1.126	\$8,337.22	\$9,060.81
900.30.30.000.1.127	\$1,901.29	\$1,972.89

Reason for Request:

The Administrative Assistant I position was budgeted at 100% to Engineering Services Division but the position is being shared 50/50 by the Engineering Services Division and Administrative Services Division. Moving cost allocations accordingly.

<i>Carol Atwood</i>	9/7/17	<i>Annunzio Melnyk</i>	11/1/17
Department Head Signature	Date	General Manager Signature	Date

For Accounting Use Only		Date
FSM	Reviewed by Financial Services Manager	
Accountant	Budget Adjustment Posted	
Accountant	Copy Placed in Finance Committee Box	
Accountant	File Original in Budget Binder	

Model: fy2018L3 Date Range: 12/19/2016 thru fiscal 2019

Account Recap	YTD 2017	Thru End 2017	2018	2019	Total all Years
Fund : 900					
Department : 40					
Division : 40					
E 900.40.40.000.1.100-Salaries					
CADAS1-05 ADMINISTRATIVE ASSISTANT I	42,089.37	14,423.50	30,032.00	32,638.50	77,094.00
PADAN2-03 ADMINISTRATIVE ANALYST II	0.00	9,529.65	19,392.75	20,071.35	48,993.75
SESMGR-02 ENGINEERING SERVICES MANAGER	0.00	15,640.95	32,141.85	33,910.50	81,693.30
Total for Salaries :	42,089.37	39,594.10	81,566.60	86,620.35	207,781.05
E 900.40.40.000.1.125 Medical					
CADAS1-05 ADMINISTRATIVE ASSISTANT I	5,324.82	5,330.00	11,086.40	11,973.39	28,389.79
PADAN2-03 ADMINISTRATIVE ANALYST II	0.00	1,476.00	3,070.08	3,315.72	7,861.80
SESMGR-02 ENGINEERING SERVICES MANAGER	0.00	1,476.00	3,070.08	3,315.72	7,861.80
Total for Medical :	5,324.82	8,282.00	17,226.56	18,604.83	44,113.39
E 900.40.40.000.1.126 Retirement					
CADAS1-05 ADMINISTRATIVE ASSISTANT I	10,864.00	3,921.84	8,337.22	9,060.81	21,319.87
PADAN2-03 ADMINISTRATIVE ANALYST II	0.00	2,792.87	5,831.53	6,134.07	14,758.47
SESMGR-02 ENGINEERING SERVICES MANAGER	0.00	4,363.47	8,661.79	9,305.73	22,330.99
Total for Retirement :	10,864.00	11,078.18	22,830.54	24,500.61	58,409.33
E 900.40.40.000.1.127 Other Benefits					
CADAS1-05 ADMINISTRATIVE ASSISTANT I	1,103.96	935.74	1,901.29	1,972.89	4,809.92
PADAN2-03 ADMINISTRATIVE ANALYST II	0.00	311.43	632.77	655.05	1,599.25
SESMGR-02 ENGINEERING SERVICES MANAGER	0.00	367.53	750.56	783.63	1,901.72
Total for Other Benefits :	1,103.96	1,614.70	3,284.62	3,411.57	8,310.89
Total for 900.40.40 :	59,382.15	60,568.98	124,908.32	133,137.36	
Total for 900.40 :	59,382.15	60,568.98	124,908.32	133,137.36	

MOVE ADMIN ASST TO PIN 30



TITLE: Approve Tentative Agreements with the Professional Employees Bargaining Unit (PEBU) and Mid-Management Employees Bargaining Unit (MEBU) for Successor Memoranda of Understanding (MOU) for the Period December 18, 2017 through December 12, 2021, and with the Confidential Employees Bargaining Unit (CEBU) for the Period December 18, 2017 through April 30, 2022

RECOMMENDATION:

The General Manager recommends the Board of Directors approve, by separate Resolutions (3), successor Memoranda of Understandings (MOUs) between the District and the Professional Employees Bargaining Unit (PEBU) and the Mid-Management Employees Bargaining Unit (MEBU) for the period of December 18, 2017 through December 12, 2021, and with the Confidential Employees Bargaining Unit (CEBU) for the period of December 18, 2017 through April 30, 2022.

SUMMARY:

The existing MOUs between the District and each of the two (2) employee bargaining units (PEBU and MEBU) expire on December 17, 2017, and the CEBU MOU is set to expire on April 30, 2018. Negotiations commenced with PEBU and MEBU on August 14, 2017, and with CEBU on October 12, 2017, with District and employee representatives meeting and conferring on a regular basis to reach agreement. Those discussions were successfully concluded in concept by October 26, 2017, and PEBU, MEBU, and CEBU members ratified their respective MOUs by vote on or before November 1, 2017.

The proposed MOUs have been available for public viewing including publication on the District’s website since Friday, November 3, 2017.

Key provisions of all three of the MOUs are as follows:

- Future Salary Increases: COLA (2018, 2019, 2020, 2021) - 2.75% each year;
- Deferred Compensation Incentive extended: \$2,500 dollar-for-dollar matching contribution to employee’s 457 plan each year;
- Classification and Compensation Review: Adds language that defines compensation for the purposes of conducting a District-wide classification review and compensation study during the term of these contracts, with market adjustments to salaries taking place upon completion of the study and all required meet and confer obligations;
- Health Care: Medical insurance contribution for CY 2018 set at CalPERS 2018 Kaiser rate for employee, employee + one, or employee + two or more dependents, and future increases in the Kaiser rate, over the District Maximum Contribution, are shared at 50% District/50% employee over the previous-year Maximum Contribution amount;
- Waiver of Health Care: \$350 per month into employee’s 457 deferred compensation account;
- Holiday Pay: Includes one new 8-hour paid holiday (Martin Luther King, Jr. Day);
- Out-of-Class Pay: Includes added compensation for performing out-of-class assignments of more than 5 days;
- Term of Contract: Four (4) years. (Note: CEBU contract to be four (4) years and four (4) months, expiring in April 30, 2022).

The final step in implementing the MOUs is approval by the District Board.

Originating Department: Administrative Services	Contact: C. Atwood	Legal Review: Yes
Cost: Within Budget and provides cost control for future increases	Funding Source: Operating Budget FY18, FY19	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolutions (3) <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – PEBU Letter of Ratification dated October 19, 2017 Attachment 2 – MEBU Letter of Ratification dated November 1, 2017 Attachment 3 – CEBU Letter of Ratification dated October 20, 2017	

October 19, 2017

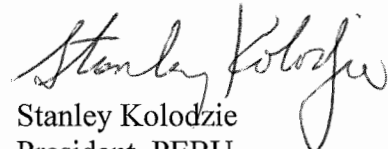
Carol Atwood
DSRSD
7051 Dublin Blvd.
Dublin, CA, 94568

Re: PEBU Approval of Negotiated Contract – October 19, 2017

Dear Carol,

I am happy to report to you that on October 19, 2017 the PEBU membership approved the proposed agreement that was agreed by the negotiators on October 9th. The agreement was approved by a sizable majority.

Our thanks to the District for negotiating this agreement with the PEBU group and for providing the time and place to have our meeting to discuss and vote on the agreement.


Stanley Kolodzie
President, PEBU

October 19, 2017

Michelle Gallardo
DSRSD
7051 Dublin Blvd.
Dublin, CA, 94568

Re: PEBU Approval of Negotiated Contract – October 19, 2017

Dear Michelle,

I am happy to report to you that on October 19, 2017 the PEBU membership approved the proposed agreement that was agreed by the negotiators on October 9th. The agreement was approved by a sizable majority.

Our thanks to the District for negotiating this agreement with the PEBU group and for providing the time and place to have our meeting to discuss and vote on the agreement.



Stanley Kolodzie
President, PEBU

November 1, 2017

To: Carol Atwood, Administrative Services Manager

From: Levi Fuller


President Mid-Management Bargaining Unit

Topic: DSRSD Proposed Memorandum of Understanding December 18, 2017 – December 12, 2021 for the Mid-Management Employee Bargaining Unit.

Dear Mrs. Atwood

I hereby inform you and the District that the members of the Mid-Management Employee Bargaining Unit has voted to accept the terms and provisions of the draft Memorandum of Understanding for the period December 18, 2017 through December 12, 2021 as detailed in the District's draft proposal dated October 23, 2017.

Levi Fuller



President of the Mid-Management Employee Bargaining Unit

CC; MEBU Members

Samantha Koehler, Human Resources Analyst II

October 20, 2017

Carol Atwood
Administrative Services Manager
Dublin San Ramon Services District
7051 Dublin Blvd
Dublin, CA 94568

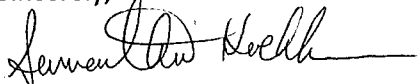
RE: CEBU Approval of Negotiated Contract – October 19, 2017

Dear Carol,

On October 19, 2017, the CEBU membership unanimously approved the proposed agreement that was tentatively agreed to between CEBU and the District on October 12, 2017.

Our thanks to the District for negotiating this agreement with the CEBU group and for providing the time and place to have our meeting to discuss and vote on the agreement.

Sincerely,


Samantha Koehler
President, CEBU

RESOLUTION NO. ____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE PROFESSIONAL EMPLOYEES BARGAINING UNIT

WHEREAS, the current Professional Employees Bargaining Unit ("PEBU") Memorandum of Understanding (the "MOU") expires December 17, 2017; and

WHEREAS, the District ("District") and PEBU (the "Parties") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the Parties have reached an agreement on all matters relating to the employment conditions and employer-employee relations as set forth in the MOU.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, does hereby:

1. Approve the MOU between District and PEBU for the period of December 18, 2017 through December 12, 2021, attached hereto as Exhibit "A" and incorporated by reference herein; and
2. Authorize and direct the General Manager to sign the MOU.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the Counties of Alameda and Contra Costa, California, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Memorandum of Understanding

Between

Professional Employees

Bargaining Unit

And

Dublin San Ramon Services District

December 18, 2017 – December 12, 2021

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MEMORANDUM OF UNDERSTANDING
Between
PROFESSIONAL EMPLOYEES
BARGAINING UNIT
And
DUBLIN SAN RAMON SERVICES DISTRICT

This Memorandum of Understanding (“MOU”) between the Dublin San Ramon Services District (“District”) and the Professional Employees Bargaining Unit (“PEBU”), collectively the “Parties,” is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The Employee Relations Officer (the General Manager of the District under the current Employer-Employee Relations Resolution) is the representative of the District in employer-employee relations’ matters.

PEBU is a formally recognized employee group including those employees whose positions are designated as professional by the District.

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions and proposals and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU for salary and employee benefit adjustments for the period commencing December 18, 2017 (“Effective Date”) and ending December 12, 2021 (“Term”) was approved by PEBU on October 19, 2017 and by the District Board of Directors on November 7, 2017.

The wages, hours and conditions of employment for the PEBU shall be as follows:

Section 1. Professional Employee Designation

1.1 General

Professional Employees are unique from other bargaining group employees in that the individual members must exercise individual initiative to refresh their professional skills on an annual basis to remain current with new developments in their field of expertise. The District recognizes that the professional skills of the individual Professional Employees as well as their professional attitudes toward accomplishing their duties contribute to the overall competence and abilities of the District.

Each Professional Employee is expected to undertake a minimum of forty (40) hours per year keeping his or her professional skills current. This can be accomplished through seminars, classes and/or active participation in State and National professional organizations. The District will support

these activities in accordance with the Dublin San Ramon Services District Personnel Rules, as amended from time to time.

Section 2. Salaries and Cash Benefits

2.1 Salaries

Effective on the first day of the first pay period of the calendar years 2018 through 2021, bargaining unit members will receive a percentage salary increase equal to 2.75%. Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated employees will receive 1.38% cost of living salary increases.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 2.4.

PEBU positions are listed in Exhibit A.

2.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new PEBU entering District service shall be the minimum salary for the classification to which that person is appointed. When circumstances warrant, the Department Manager may recommend, and the General Manager may approve, an entrance salary that is more than the minimum salary. The Board's decision shall be final.

2.3 Step Increases

(a) No Step Increase Automatic

No step increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee's anniversary date, according to the following plan:

- Step B upon completion of twelve (12) months' service in Step A and Senior Manager's approval.
- Step C upon completion of twelve (12) months' service in Step B and Senior Manager's approval.
- Step D upon completion of twelve (12) months' service in Step C and Senior Manager's approval.

- Step E upon completion of twelve (12) months' service in Step D and Senior Manager's approval.

(c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary, after working 2080 hours (equivalent to a full time employee).

2.4 Salary Increase Upon Promotion or Reclassification

When an employee in this bargaining unit is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than or the same as the employee's salary at the time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an employee is promoted or reclassified from one class to a different classification within PEBU, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

2.5 Deferred Compensation Incentive

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option.

Beginning on the first pay date of the first full pay period of calendar year 2018 through 2021, the District will contribute on behalf of each employee an amount equal to 100% of the first two thousand five hundred dollars (\$2,500) the employee voluntarily contributes to the 457 Plan. On the last pay date of the calendar year 2021, the District will no longer contribute on behalf of the employee to the Employee's 457 Plan account.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

2.6 Total Compensation Surveys

All total compensation surveys shall be conducted by the District in accordance with Compensation Survey Procedures in Section 2.6.

2.7 Compensation Survey Procedures

The District will conduct a classification review and compensation study during the term of this MOU. The basis of compensation will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark

positions. Total compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two-thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$8,175.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$8,146.33

The following list of agencies will be used to establish the benchmark level of salaries:

- EBMUD Livermore
- ACWD Pleasanton
- CCCSD DDS
- CCWD Brentwood
- USD

Section 3. Hours of Work

For non-exempt employees, the regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. Each exempt employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular basis. Professional Employees may request an alternative work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted.

Section 4. Overtime and Coverage Compensation

4.1 Overtime Pay and Compensatory Time

(a) Non-Exempt Employees

Those positions that are Non-Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated and made a part of this MOU. All overtime worked by employees designated as Non-Exempt in accordance with the Fair Labor Standards Act must be approved in advance by the General Manager, or designated representative.

Any authorized time a non-exempt employee works in excess of 40 hours a workweek shall be compensated at or granted compensatory time at, the rate of one and one-half

(1 ½) times the employee's regular straight-time rate of pay. Paid holiday and employee leave bank hours constitute "hours worked" for purposes of determining if an employee has worked hours in excess of the regular work week." A Non-Exempt employee will be allowed to annually accrue up to a maximum of forty (40) hours of compensatory time. The maximum amount of hours a non-exempt employee may keep in their compensation time bank shall be capped at 40 hours. Overtime usage shall be subject to the District Personnel Rules, as amended from time to time.

(b) Exempt Employees

Those positions that are Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated herein and made a part of this MOU. Positions designated as "Exempt" in accordance with the Fair Labor Standards Act shall not receive overtime pay.

4.2 Coverage Compensation

Those Laboratory positions that are Exempt, but that are required to provide coverage as a result of vacant Laboratory Technician position(s), will receive Coverage Compensation of three hundred dollars (\$300) per week during each week the employee is assigned to Coverage. Only one employee per week will be assigned Coverage. In addition to the Coverage Compensation, the employee will receive compensation at the rate of one (1) times the employee's regular straight-time rate of pay for every hour worked in excess of four (4) hours during the week.

The Coverage employee will respond to Coverage calls in a time frame that will preserve the integrity of the required laboratory testing being conducted during the Coverage period.

4.3 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform all of the duties of a position having a higher salary range, will be paid the first step of the higher range, which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made for five (5) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for five (5) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

4.4 Temporary Promotions

Compensation provided under this section shall be salary only, as outlined in section 4.3. All benefits will continue at the level of the employee’s permanent position.

Section 5. Health and Welfare

5.1 Medical

(a) Health Care Insurance

The District shall provide health care (medical) insurance to each Professional Employee. The District shall provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations Plans (PPO). In the event that this level of coverage does not remain reasonably available during the term of this MOU, the Parties shall meet and confer in good faith to amend this Section 5.1 of the MOU.

(b) Medical Insurance Premiums:

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, PEBU employees will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	PEBU Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

PEBU employees will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) Post-Retirement Premiums

The District shall provide health care (medical) insurance to each Professional Employee that retires from the District and meets all eligibility requirements, in accordance with

Resolution 65-05. All PEBU employees hired after March 1, 2004 shall be enrolled in the Vesting Program. PEBU employees hired prior to March 1, 2004 will be offered the option, on an annual basis, to opt into the program. Payment of said insurance shall be subject to a vesting schedule established from time to time by either the District or the health care provider whichever has the authority. Any employee promoted into PEBU who has previously elected to vest under their prior Local 39, CEBU, or MEBU MOU shall be required to vest under the PERS vesting program in accordance with Resolution 65-05.

(d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for employees covered by this agreement is enacted into law during the term of this MOU and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage

An employee who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a contribution to the employee's deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Said election must be made for the employee as well as his or her dependents. This contribution amount to the employee's deferred compensation 457 plan shall not count toward the District's deferred compensation incentive match per Section 2.5 of this MOU.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the Savings Program in the District's Personnel Rules.

5.2 Dental

The District shall provide dental care benefits covering the employee, spouse and eligible dependents.

5.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

5.4 Life Insurance

(a) Amount

District shall provide each employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times the employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District will attempt to make arrangements for employees to purchase additional life insurance for themselves or their dependents at employee cost.

5.5 Short Term and Long Term Disability

The District shall provide each employee with Short Term and Long Term Disability Insurance. The Short Term Disability Insurance shall provide for 60% of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days of short term disability coverage. Both Short Term and Long Term Disability Insurance benefits cease the day the termination of employment occurs.

5.6 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse and eligible dependents.

5.7 Retiree Vision

Vision care will not be provided to employees who retire from the District.

5.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement, including employee paid health care premiums, and allow employee contributions up to the maximum extent permitted by law.

5.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is the same as specified in this MOU.

Section 6. Retirement Plan

6.1 Terms of Program

District employees receive retirement benefits through CalPERS. The Retirement Plan between the District and Public Employees Retirement System is documented in a separate MOU between PEBU and District entitled "Regarding PERS Retirement Formula Enhancement" dated November 17, 2004 and includes single highest year option and "Local Miscellaneous 2.7% at 55".

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a “classic member” or “new member” in accordance with the Public Employees’ Pension Reform Act (PEPRA).

“Classic members” are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 “Regarding PERS Retirement Formula Enhancement” MOU. “New members” are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

Section 7. Holidays

7.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

7.2 Holiday Schedule

Holidays for the Professional Employee classifications shall be in accordance with the following schedule:

Holiday	2017	2018	2019	2020	2021
New Year’s Day		Jan-1	Jan-1	Jan-1	Jan-1
Martin Luther King Day		Jan-15	Jan-21	Jan-20	Jan-18
Presidents’ Day		Feb-19	Feb-18	Feb-17	Feb-15
Memorial Day		May-28	May-27	May-25	May-31
Independence Day		July-4	July-4	July-3	July-5
Labor Day		Sept-3	Sept-2	Sept-7	Sept-6
Thanksgiving Day		Nov-22	Nov-28	Nov-26	Nov-25
Day after Thanksgiving		Nov-23	Nov-29	Nov-27	Nov-26
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-24

If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business, as solely determined by the District.

Section 8. Employee Leave Bank

8.1 Eligibility

All PEBU employees begin accruing Employee Leave (Leave) as defined in Section 9.4 from their hire date.

8.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee’s supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

8.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU.

8.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee’s hire date and will be adjusted annually on the employee’s hire date. Example: For a full-time exempt employee, the accrual rate during their first year of employment is 6.15 hours per pay period.

The following table is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Non-exempt Employees					
Year	VAC	FH	Total	Total	Hours
			Days	Hours	PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	21	5	26	208	8.00
13	22	5	27	216	8.31
14	23	5	28	224	8.62
15	24	5	29	232	8.92
16 & after	25	5	30	240	9.23

Exempt Employees						
Year	VAC	FH	ADMIN	Annual	Annual	Hours
				Days	Hours	PP
1	10	5	5	20	160	6.15
2	11	5	5	21	168	6.46
3	12	5	5	22	176	6.77
4	13	5	5	23	184	7.08
5	14	5	5	24	192	7.38
6	15	5	5	25	200	7.69
7	16	5	5	26	208	8.00
8	17	5	5	27	216	8.31
9	18	5	5	28	224	8.62
10	19	5	5	29	232	8.92
11	20	5	5	30	240	9.23
12	21	5	5	31	248	9.54
13	22	5	5	32	256	9.85
14	23	5	5	33	264	10.15
15	24	5	5	34	272	10.46
16 & after	25	5	5	35	280	10.77

8.5 Crediting of Leave

Employee Leave shall be accrued and credited in hours per pay period.

8.6 Employee Leave at Termination

Upon termination of employment, an employee shall be paid cash value of his or her accrued Leave at the time of termination in accordance with the above schedule on a pro rata basis.

8.7 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to eighty (80) hours in that calendar year, provided that there is at least eighty (80) hours remaining after such sell back.

Section 9. Sick Leave

9.1 Benefits

Full-time PEBU employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave shall be posted bi-weekly. Sick leave usage shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity of actual sickness or disability. For non-exempt employees, charge for sick leave used shall be on the basis of one-quarter hour (0.25) hour for each one-quarter hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Exempt employees, throughout the term of this MOU, shall be charged with

sick leave on the basis of eight (8) hours (or nine (9) hours if the employee is on a 9/80 schedule) for each day the employee is away from work. In no event shall sick leave be converted into a cash bonus and is not payable upon separation from employment with the District. Sick leave may not be used before it is credited. Sick leave benefits shall be administered in accordance with applicable state and federal laws.

9.2 Use

Sick leave may be used for purposes defined in the District's personnel rule for Sick Leave, and in accordance with state and federal law.

9.3 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

9.4 Sick Leave Incentive Program – PERS Credit

The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in Government Code of the State of California Section 20965.

Section 10. Leaves of Absence

10.1 Leave without Pay

The General Manager may grant employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that shall increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued Employee Leave Bank time is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this MOU.

10.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

10.3 Industrial Disability Leave

(a) General

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled

to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

10.4 Bereavement Leave

In the event of a death in the immediate family of an employee, he/she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchildren in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of Bereavement Leave.

10.5 Catastrophic Leave

(a) General

District shall provide a Catastrophic Leave system to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The catastrophic leave system shall allow other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

(b) Eligibility

To be eligible for this benefit, the receiving employee must:

- (1) Be a regular, full-time employee who has passed his/her initial District probationary period;
- (2) Have sustained a life threatening or debilitating illness, injury or condition (physician confirmation may be required by the District);
- (3) Have exhausted all accumulated paid leave including leave bank, sick leave, compensatory time off and/or other such leaves;

- (4) Be unable to return to work for at least thirty (30) days; and
- (5) Have applied, and received approval, for a Leave of Absence without Pay for medical reasons.

(c) Benefits

Accrued leave bank and compensatory time off hours donated by other employees shall be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority and all other benefits shall continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months. However, if approved by the General Manager, the total leave credits may be extended on a case-by-case basis up to an overall maximum of six (6) months.

(d) Guidelines

The following guidelines for Donating Leave Credits to the Receiving Employee:

- (1) Accrued leave bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (2) Time donated shall be converted from leave bank or compensatory time off to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- (3) The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months. However, if approved by the General Manager, an extension up to six (6) months total time may be approved.
- (4) Initial leave time donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee cannot donate leave hours that would reduce his/her employee leave bank balance to less than forty (40) hours.
- (5) The use of donated leave hours shall be in consecutive, one-shift increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week).
- (6) While an employee is on leave using donated leave hours, no employee leave bank or sick leave hours shall accrue.
- (7) Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance shall remain with the receiving employee.

Section 11. Probationary Period

11.1 Nature of Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

11.2 Length

For full-time new employees, the probationary period is twelve (12) months. Employees who have already served a District probationary period and have accepted a promotion into the PEBU shall serve a 12-month probationary period. For a PEBU employee who accepts a different position within the PEBU shall serve a probationary period of six (6) months. Employees who, immediately prior to appointment, served in a District Limited-Term position that was subsequently converted to a regular District position, shall not be required to complete a probationary period if the Limited-Term position exceeded twelve (12) months.

For part-time employees, the probationary period shall be 2080 hours worked.

11.3 Rejection

During the probationary period, an employee may be rejected at any time by the General Manager without cause and without the right of appeal.

11.4 Reinstatement to Former Position

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which he/she was promoted, provided the employee has not been discharged or disciplined pursuant to this MOU.

Section 12. Layoff and Re-Employment

12.1 General

The General Manager may lay off an employee in the PEBU. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the classification are laid off.

12.2 Notice

Fifteen (15) calendar days prior to the effective date of the layoff of an employee in the classified service, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file.

12.3 Re-Employment

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

12.4 Termination After Layoff

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

12.5 No Benefits

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, Employee Leave Bank, sick leave, holidays, medical, dental, life insurance, vision care and safety shoes. Any employee re-employed after a layoff shall retain sick leave accruals that the employee did not receive compensation for at the time of layoff.

Section 13. Discipline and Discharge

13.1 Right of Discipline and Discharge

The District shall have the right to discipline and discharge any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and house rules and regulations, which must be conspicuously posted and not in derogation of the MOU, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the MOU. Discipline shall be implemented within sixty (60) days of the District completing the District investigation of the situation causing the problem.

13.2 Appeals

If an employee feels he/she has been unjustly disciplined or discharged, he/she shall have the right to appeal his/her case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed, the right of appeal is lost. Letters of reprimand are not subject to the appeals process.

13.3 Reason for Discipline

Any disciplined employee in the PEBU shall be furnished the reason for the disciplinary action in writing.

13.4 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District. If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to non-binding arbitration for advisory opinion.

13.5 Arbitration

(a) General

An employee may refer any appeal that remains unresolved after the Adjustment Board to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

(b) Selection of Arbitrator

On or after the date of the notice to invoke non-binding arbitration, the District shall request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as an arbitrator. Representatives of the two Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed arbitrators, then the two Parties shall alternately strike an arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name shall be determined by lot. If either party refuses to participate in the selection process, the other party shall make a selection of an arbitrator from the list.

(c) Arbitrator's Decision

Upon conclusion of the arbitration hearing, the arbitrator shall provide both the General Manager and the employee and the Professional Employees' representative with copies of his/her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) days of receipt of the arbitrator's decision, the arbitrator's decision shall become final. The arbitrator's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

13.6 Board of Directors

Any appeal that has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for final decision. Each party may submit written comment or argument regarding the arbitrator's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 14. Personnel Files

An employee or his/her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 15. Grievance Procedure

15.1 General

(a) Definition

A grievance shall be defined as any dispute arising during the term of the MOU that involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure.

(b) Changes to MOU are Non-Grievable

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) Changes to and Interpretations of MOU

No changes in the MOU or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless agreed to by the General Manager and the Professional Employees.

(d) Pay Claims

All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

(d) Letters of Reprimand

Letters of reprimand shall not be subject to the grievance procedure. Three (3) years or more from the date of the letter of reprimand, and if there have been no other letters of reprimand or disciplinary actions, an employee may request that the letter of reprimand be removed from his/her personnel file. If these criteria are met, the letter will be removed; however, if any letters of reprimand or disciplinary action occur within five (5) years of the original date of the letter of reprimand, the letter of reprimand may be returned to the personnel file and cited in subsequent corrective action.

15.2 Initial Discussions

Any employee who believes that he/she has a grievance must inform his/her immediate supervisor of the complaint, along with a copy to the Human Resources & Risk Supervisor, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in which he/she works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

15.3 Adjustment Board

(a) General

In the event the employee and the District are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined), which arises and is presented during the term of the MOU, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

(b) No Decision by Adjustment Board

If an Adjustment Board is unable to arrive at a majority decision, either the employee or the District may require that the grievance be referred to the General Manager.

(c) Jurisdiction

No Adjustment Board shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph of this Section.

15.4 Referral to District Manager

The recognized employee organization, which has jurisdiction over the position directly affected by the grievance, may notify the General Manager in writing that a grievance exists and, in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section which has not first been filed and investigated in pursuance of this Section 15.2 and 15.3. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be referred to non-binding arbitration for an advisory opinion.

15.5 Arbitration

(a) General

Any grievance that remains unresolved after consideration by the General Manager may be referred to non-binding arbitration. A notice to invoke arbitration shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

(b) Selection of Arbitrator

The arbitrator for a grievance matter shall be selected according to the same procedure as specified for an appeal of discharge/discipline.

(c) Arbitrator's Decision

Upon conclusion of the arbitration hearing, the arbitrator shall provide both the General Manager and the employee and the Professional Group representative with copies of his/her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The arbitrator's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) days of receipt of the arbitrator's decision, the arbitrator's decision shall become final. The arbitrator's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

15.6 Board of Directors

Any grievance that has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the arbitrator's advisory opinion for final decision. Each party may submit written comment or argument regarding the arbitrator's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 16. Miscellaneous Provisions

16.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his/her regular working hours. Any person, while in the employment of someone other than the District, shall wear no emblem, badge, uniform or other employee identification.

16.2 Safety

Personal protective equipment (PPE) shall be provided by the District to professional employees exposed in the work place that are not mitigated with other controls. Wearing of PPE when exposed to workplace hazards shall be a condition of employment. PPE shall conform to guidance set forth in applicable safety regulations and be appropriate for the hazard exposure. PPE for each job classification shall be determined on a case-by-case basis by the HR/Safety Division in conjunction with the employee's supervisor. PPE may be replaced after an incident that renders them unusable as protective devices or after normal wear and tear renders them unusable.

16.3 Clothing and Equipment

District shall provide clothing and/or equipment required to perform the work in the employee's job description and as determined or required by the employee's supervisor.

16.4 Certificates

The District shall pay for any required certificates, including renewal, as set forth in the employee's job description or as approved by the General Manager or designee.

Section 17. Separability of Provisions

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Upon such invalidation, the Parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

Section 18. Past Practices and Status of this MOU

18.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this MOU.

18.2 Status of this MOU

This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and the Professional Employees.

It is mutually agreed that the terms herein are effective on the dates indicated or where not indicated, as of the Effective Date of this MOU, which shall be December 18, 2017. When not specifically covered in this MOU, the existing unmodified rules, regulations and ordinances of the District shall apply and, with the terms of this MOU, constitute the wages, hours and working conditions for those employees represented from the Effective Date through December 12, 2021.

Made and entered into this 18th day of December, 2017 (Effective Date).

PROFESSIONAL EMPLOYEES BARGAINING GROUP

By _____ Date _____
Stan Kolodzie
President, Professional Employees Bargaining Unit

DUBLIN SAN RAMON SERVICES DISTRICT

By _____ Date _____
Daniel B. McIntyre
General Manager

ATTEST: _____
Nicole Genzale, District Secretary

EXHIBIT A

LIST OF EXEMPT AND NON-EXEMPT POSITIONS

As of the Effective Date of this MOU, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Accountant II
Administrative Analyst II
Financial Analyst
Assistant Planner
Associate Planner
Buyer
Senior Planner
Assistant Engineer
Associate Civil Engineer - SME
Senior Civil Engineer - SME
Principal Civil Engineer - SME
Clean Water Programs Specialist
Community Affairs Specialist II
Employee Development Specialist
Environmental Chemist II
GIS Analyst II
Graphics Designer
Information Technology Analyst II
Senior Environmental Chemist
Safety Officer

As of the Effective Date of this MOU, the following positions are Non-Exempt positions as determined by application of the Fair Labor Standards Act:

Accountant I
Administrative Analyst I
Community Affairs Specialist I
Environmental Chemist I
GIS Analyst I
Information Technology Analyst I
Junior Engineer
Junior Planner

RESOLUTION NO. ___

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE MID-MANAGEMENT EMPLOYEES BARGAINING UNIT

WHEREAS, the current Mid-Management Employees Bargaining Unit (“MEBU”) Memorandum of Understanding (the “MOU”) expires December 17, 2017; and

WHEREAS, the District (“District”) and MEBU (the “Parties”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the Parties have reached an agreement on all matters relating to the employment conditions and employer-employee relations as set forth in the MOU.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, does hereby:

1. Approve the MOU between District and MEBU for the period of December 18, 2017 through December 12, 2021, attached hereto as Exhibit “A” and incorporated by reference herein; and
2. Authorize and direct the General Manager to sign the MOU.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the Counties of Alameda and Contra Costa, California, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Memorandum of Understanding

Between

Mid-Management Employees

Bargaining Unit

And

Dublin San Ramon Services District

December 18, 2017 – December 12, 2021

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MEMORANDUM OF UNDERSTANDING

Between

MID-MANAGEMENT EMPLOYEES

BARGAINING UNIT

And

DUBLIN SAN RAMON SERVICES DISTRICT

This Memorandum of Understanding (the "MOU") between the Dublin San Ramon Services District (the "District") and the Mid-Management Employees Bargaining Unit (the "MEBU"), collectively the "Parties" is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The Employee Relations Officer (the General Manager of the District under the Employer-Employee Relations Resolution) is the representative of the District in matters concerning employer-employee relations.

MEBU is a formally recognized employee group including those employees whose positions are designated as mid-management by the District.

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions and proposals, and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The Parties acknowledge that the package of wages and benefits specified herein, which were agreed to during the meet and confer process which led to this MOU, are a package which together provide the agreed upon market level total cash equivalent compensation.

This MOU has been presented to the District Board of Directors as the joint recommendation of the undersigned Parties for salary and employee benefit adjustments for the period commencing December 18, 2017 and ending December 12, 2021.

This MOU shall supersede in its entirety that Memorandum of Understanding of December 26, 2011 beginning on December 18, 2017.

The wages, hours and conditions of employment for the MEBU shall be as follows:

Section 1. Salaries and Cash Benefits

1.1 Salaries

Effective on the first day of the first pay period of the calendar years 2018 through 2021, bargaining unit members will receive a percentage salary increase equal to 2.75%. Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-

rated employees will receive 1.38% cost of living salary increases.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 1.3.

MEBU positions are listed in Exhibit A.

1.2 Entrance Salary

Except as herein otherwise provided, the entrance salary shall be the minimum salary for the class to which that person is appointed. When circumstances warrant, the General Manager may approve an entrance salary that is more than the minimum salary.

1.3 Step Increases

(a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the employee's performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee's anniversary date, according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A and Senior Manager's approval.
- Step C upon completion of twelve (12) months' service in Step B and Senior Manager's approval.
- Step D upon completion of twelve (12) months' service in Step C and Senior Manager's approval.
- Step E upon completion of twelve (12) months' service in Step D and Senior Manager's approval.

(c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary after working 2080 hours (equivalent to a full time employee).

1.4 Total Compensation Surveys

All total compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 1.5.

1.5 Compensation Survey Procedures

The District will conduct a classification review and compensation study during the term of this MOU. The basis of compensation will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. Total compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two-thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$8,175.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$8,146.33

The following list of agencies will be used to establish the benchmark level of salaries:

- EBMUD Livermore
- ACWD Pleasanton
- CCCSD DDS
- CCWD Brentwood
- USD

1.6 Salary Increase Upon Promotion or Reclassification

When an employee in this bargaining unit is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than, or the same as, the employee's salary at the time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an employee is promoted or reclassified from one classification to a different classification within MEBU, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

1.7 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform all of the duties of a position having a higher salary range or rate of pay, will be paid the first step of the higher range, which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range. If the position having a higher rate of pay is a senior manager, then employee will be paid 5% higher than the MEBU employee's present salary during the period of the out-of-class assignment (this special pay is not "PERSable" special compensation).

Acting assignments will be made for five (5) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for five (5) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

1.8 Deferred Compensation

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option.

Beginning on the first pay date of the first full pay period of calendar year 2018 through 2021,, the District will contribute on behalf of each employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

On the last pay date of the calendar year 2021, the District will no longer contribute on behalf of the employee to the Employee's 457 Plan account.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

Section 2. Hours of Work

Each employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular basis. As exempt employees, MEBU members may be required to or because of the workload may work in excess of their daily work schedule or eighty (80) hours per pay period and those hours shall be recorded as regular work time on the District's time accounting system but shall not be paid. Occasionally, an employee may work fewer hours than their daily work schedule with the approval of their supervisor, and that time

shall be made up during the same pay period or supplemented by use of leave.

Section 3. Health and Welfare

3.1 Medical

(a) Health Care Insurance

The District is committed to provide health care (medical) insurance to each MEBU employee. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage for the duration of this MOU. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. In that event, the parties will meet and confer in good faith to revise Section 3.1(b) in a manner that is essentially equivalent to the arrangement identified therein for CalPERS coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans. In the event that this level of coverage does not remain reasonably available during the term of this MOU, the Parties shall meet and confer in good faith to amend this Section 3.1 of the MOU.

(b) Medical Insurance Premiums

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, MEBU employees will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will

be calculated by adding 50% of the increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	MEBU Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

MEBU employees will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) Post-Retirement Premiums

The District shall provide health care (medical) insurance to each MEBU employee that chooses the option and retires from the District. The District shall contract with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care in accordance with Resolution 36-07. All MEBU employees hired after September 1, 2007 shall be enrolled in the Vesting Program. MEBU employees hired prior to that date will be offered the option, on an annual basis, to opt into the program. Any employee promoted into MEBU who has previously elected to vest under their prior Local 39, CEBU, or PEBU MOU shall be required to vest under the PERS medical vesting program in accordance with Resolution 36-07.

(d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for employees covered by this agreement is enacted into law during the term of this MOU, and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage

A MEBU employee who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a contribution to the employee's deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month. Such payment may be made on a per pay period basis as determined by the District. Said election must be made for the employee as well as his or her dependents. This contribution amount to the employee's deferred compensation 457 plan shall not count toward the District's deferred compensation incentive match per Section 1.8 of this MOU.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the Savings Program in the District's Personnel Rules.

It shall be the employee's responsibility to promptly notify Human Resources (HR) if any eligibility condition changes. Any overpayment made to the employee due to their failure to notify HR accordingly will be collected from the employee until the overpayment is fully paid back to the District.

3.2 Dental

The District shall provide dental care benefits covering the employee, spouse, and eligible dependents.

3.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

3.4 Life Insurance

(a) Amount

The District shall provide each employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times an employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for employees to purchase additional life insurance for themselves or their dependents at employee cost.

3.5 Short-Term and Long-Term Disability

The District shall provide each employee with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days of short term disability coverage. Both Short Term and Long Term Disability Insurance benefits cease the day the termination of employment occurs.

3.6 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse, and eligible dependents.

3.7 Retiree Vision

Vision care will not be provided to employees who retire from the District.

3.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement, including employee paid health care premiums, and allow employee contributions up to the maximum extent permitted by law.

3.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is similar or better as specified in this MOU.

Section 4. Retirement Plan

4.1 Terms of Program

District employees receive retirement benefits through CalPERS. The Retirement Plan between the District and Public Employees Retirement System (PERS) is documented in a separate MOU between MEBU and District entitled “Regarding PERS Retirement Formula Enhancement” dated November 17, 2004 and includes single highest year option and “Local Miscellaneous 2.7% at 55.”

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a “classic member” or “new member” in accordance with the Public Employees’ Pension Reform Act (PEPRA).

“Classic members” are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 “Regarding PERS Retirement Formula Enhancement” MOU. “New members” are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

Section 5. Holidays

5.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

5.2 Holiday Schedule

The following shall be holidays under this MOU, and shall fall on the calendar or legal date as noted. If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business as solely determined by the District.

Holiday	2017	2018	2019	2020	2021
New Year’s Day		Jan-1	Jan-1	Jan-1	Jan-1
Martin Luther King Day		Jan-15	Jan-21	Jan-20	Jan-18
Presidents’ Day		Feb-19	Feb-18	Feb-17	Feb-15
Memorial Day		May-28	May-27	May-25	May-31
Independence Day		July-4	July-4	July-3	July-5
Labor Day		Sept-3	Sept-2	Sept-7	Sept-6
Thanksgiving Day		Nov-22	Nov-28	Nov-26	Nov-25
Day after Thanksgiving		Nov-23	Nov-29	Nov-27	Nov-26
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-24

5.3 Floating Holidays

Five (5) Floating Holidays (40 hours) shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 7 of this MOU.

Section 6. Administrative Leave

Five (5) Administrative Leave Days (40 hours), which are for the purpose of compensating exempt employees for the additional time required to perform their jobs beyond the normal work day and work week, shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 7 of this MOU.

Section 7. Employee Leave Bank

7.1 Eligibility

All MEBU employees begin accruing Employee Leave (Leave) as defined in Section 7.4 from their hire date.

7.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

7.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU.

7.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date. Example: For a full-time employee, the accrual rate during their first year of employment is 7.69 hours per pay period.

The following table is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Year	VAC	FH	ADMIN	Total Days	Total Hours	Per PP
1	15	5	5	25	200	7.69
2	16	5	5	26	208	8.00
3	17	5	5	27	216	8.31
4	18	5	5	28	224	8.62
5	19	5	5	29	232	8.92
6	20	5	5	30	240	9.23
7	21	5	5	31	248	9.54
8	22	5	5	32	256	9.85
9	23	5	5	33	264	10.15
10	24	5	5	34	272	10.46
11	25	5	5	35	280	10.77

7.5 Crediting of Leave

Employee Leave shall be accrued and credited in hours per pay period.

7.6 Employee Leave at Termination

Upon termination of employment, an employee shall be paid cash value of his or her accrued Leave at the time of termination in accordance with the above schedule on a pro rata basis.

7.7 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to eighty (80) hours, provided that there are at least eighty (80) hours remaining after each such sell back.

Section 8. Sick Leave

8.1 Benefits

Full-time MEBU employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity of actual sickness or disability in accordance with state and federal laws and the District Personnel Rules, or for the employee's dental, eye, or other physical or medical examination or treatment by a licensed practitioner. Part-time employee's sick leave will be prorated according to their scheduled hours.

8.2 Use

Employees may use sick leave on an hour-for-hour basis (or fraction thereof) in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU. Sick leave

may not be used before it is credited and may only be used as outlined in 8.1 above.

8.3 Notification Requirement

If an employee will not be at work as scheduled, he/she must notify the supervisor within one half (1/2) hour of the time to report for work or at the first opportunity.

8.4 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

8.5 Sick Leave Incentive Program – PERS Credit

The District shall contract with PERS for “Credit for Unused Sick Leave at Retirement” as specified in the Government Code of the State of California, Section 20965.

Section 9. Leaves of Absence

9.1 Jury Duty

An employee summoned to jury duty shall inform his or her supervisor and, if required to report and/or serve, may be absent from duty with full pay only for those hours required to report and/or serve.

9.2 Bereavement Leave

In the event of a death in the immediate family of an employee, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. . For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of Bereavement Leave.

9.3 Industrial Disability Leave

(a) General

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers’ Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to

accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

9.4 Catastrophic Leave

(a) General

District shall provide a Catastrophic Leave system to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The catastrophic leave system shall allow other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

(b) Eligibility

To be eligible for this benefit, the receiving employee must:

- (1) Be a regular, full-time employee who has passed his/her initial District probationary period;
- (2) Have sustained a life threatening or debilitating illness, injury or condition (physician confirmation may be required by the District);
- (3) Have exhausted all accumulated paid leave including leave bank, sick leave, compensatory time off and/or other such leaves;
- (4) Be unable to return to work for at least thirty (30) days; and
- (5) Have applied, and received approval, for a Leave of Absence without Pay for medical reasons.

(c) Benefits

Accrued leave bank and compensatory time off hours donated by other employees shall be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority and all other benefits shall continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months. However, if approved by the General

Manager, the total leave credits may be extended on a case-by-case basis up to an overall maximum of six (6) months.

(d) Guidelines

The following guidelines for Donating Leave Credits to the Receiving Employee:

- (1) Accrued leave bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (2) Time donated shall be converted from leave bank or compensatory time off to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- (3) The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three (3) months. However, if approved by the General Manager, an extension up to six (6) months total time may be approved.
- (4) Initial leave time donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee cannot donate leave hours that would reduce his/her employee leave bank balance to less than forty (40) hours.
- (5) The use of donated leave hours shall be in consecutive, one-shift increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week).
- (6) While an employee is on leave using donated leave hours, no employee leave bank or sick leave hours shall accrue.
- (7) Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance shall remain with the receiving employee.

Section 10. Probationary Period

10.1 Nature of Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

10.2 Length

All new and promotional employees into MEBU shall serve a probationary period of twelve (12) months.

10.3 Rejection

During the probationary period, a new employee may be rejected at any time by the General Manager without cause and without the right of appeal.

10.4 Reinstatement

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which he or she was promoted, provided the employee has not been discharged or disciplined pursuant to this MOU.

Section 11. Layoff and Re-employment

11.1 General

The General Manager may lay off an employee in the MEBU. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the class are laid off.

11.2 Notice

Fifteen (15) calendar days prior to the effective date of the layoff of an employee, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file.

11.3 Re-Employment

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

11.4 Termination after Layoff

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

11.5 No Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including, but not limited to, Employee Leave, holidays, medical, dental, life insurance, and vision care. Any employees re-

employed after a layoff shall be credited back any accrued sick leave that the employee did not receive compensation for at the time of layoff.

Section 12. Discharge and Discipline

12.1 Right of Discharge and Discipline

The District shall have the right to discharge and discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and personnel rules and regulations, which must be conspicuously posted and not in derogation of the MOU, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the MOU. Discipline shall be implemented within sixty (60) calendar days of the District completing the District investigation of the situation causing the problem.

12.2 Appeals

If an employee feels he or she has been unjustly disciplined or discharged, he or she shall have the right to appeal his or her case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed the right of appeal is lost.

12.3 Reason for Discipline

Any disciplined employee in the MEBU group shall be furnished the reason for the disciplinary action in writing.

12.4 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District. If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to a Hearing Officer for advisory opinion.

12.5 Administrative Hearing

(a) General

An employee may refer any appeal that remains unresolved after the Adjustment Board to an Administrative Hearing. A request for a Hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

(b) Selection of Hearing Officer

On or after the date of the notice to proceed with a non-binding administrative hearing, the District shall request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as a Hearing Officer. Representatives of the two (2) Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed hearing officers, then the two (2) Parties shall alternately strike a hearing officer's name from the list of seven (7) and shall then repeat this procedure. The remaining person shall be the duly selected hearing officer. The procedure to determine who strikes the first name shall be determined by lot. If either party refuses to participate in the selection process, the other party shall make a selection of a hearing officer from the list.

(c) Hearing Officer's Decision

Upon conclusion of the administrative hearing, the hearing officer shall provide both the General Manager and the employee, and the MEBU group representative with copies of his or her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

12.6 Board of Directors

Any appeal which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 13. Personnel Files

An employee, or his or her representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 14. Grievance Procedure

14.1 General

(a) Definition

A grievance shall be defined as any dispute arising during the term of the MOU which involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, policies, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, policies, rules and regulations shall not be subject to the Grievance Procedure.

(b) Changes to MOU are Non-Grievable

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section, and no Adjustment Board shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) Changes to and Interpretations of MOU

No changes in the MOU or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless mutually agreed to by the General Manager and the MEBU.

(d) Pay Claims

All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) calendar days from the date of filing.

14.2 Initial Discussions

Any employee who believes that he or she has a grievance must inform his or her immediate supervisor of the complaint along with a copy to the Administrative Services Manager, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in which he or she works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

14.3 Adjustment Board

(a) General

In the event the employee and the District are unable to reach a mutually satisfactory

accord on any grievance (as the term "grievance" is hereinabove defined), which arises and is presented during the term of the MOU, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

(b) No Decision by Adjustment Board

If an Adjustment Board is unable to arrive at a majority decision, either the employee or the District may require that the grievance be referred to the General Manager.

(c) Jurisdiction

No Adjustment Board shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph of this Section.

14.4 Referral to District Manager

The recognized employee organization, which has jurisdiction over the position directly affected by the grievance, may notify the General Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section that has not first been filed and investigated in pursuance of Sections 14.2 and 14.3. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be heard before a Hearing Officer for an advisory opinion.

14.5 Administrative Hearing

(b) General

Any grievance that remains unresolved after consideration by the General Manager may be referred to an Administrative Hearing Officer for a non-binding opinion on the merits of the grievance. A notice to invoke an administrative hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

(b) Selection of Hearing Officer

The hearing officer for a grievance matter shall be selected according to the same procedure as specified for an appeal of discharge/discipline.

c) Hearing Officer's Decision

Upon conclusion of the administrative hearing the hearing officer shall provide both the General Manager and the employee and the MEBU group representative with copies of his or her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party, provided that if neither party refers the appeal to the Board of

Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

14.6 Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 15. Miscellaneous Provisions

15.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his or her regular working hours. Any person while in the employment of someone other than the District shall wear no emblem, badge, uniform or other employee identification.

15.2 Safety

Wearing of District approved safety shoes shall be a condition of employment, and where needed, the wearing of hard hats shall be a condition of employment.

15.3 Safety Vests

The District shall provide orange vests that are OSHA and District approved.

15.4 Certificates

The District shall pay for any required certificates, including renewal, as set forth in the employee's job description.

15.5 Part-Time

All wages, hours and conditions of employment governed by this MOU shall be prorated and/or adjusted for part-time employees in accordance with District's Part-Time Rules and Procedures.

Section 16. Separability of Provisions

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the

remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Upon such invalidation, the Parties agree to meet and confer concerning substitute Sections, clauses, or provisions for those rendered or declared illegal or invalid.

Section 17. Past Practices and Status of this MOU

17.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this MOU.

17.2 Status of this MOU

This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and the MEBU group.

It is mutually agreed that the terms herein are effective on the dates indicated, or where not indicated as of the effective date of this MOU, which shall be December 18, 2017. When not specifically covered in this MOU, the existing unmodified policies, resolutions, rules, regulations and ordinances of the District, shall apply and with the terms of this MOU constitute the wages, hours and working conditions for those employees represented for the period of December 18, 2017 through December 12, 2021.

Made and entered into this 18th day of December, 2017 (Effective Date).

MID-MANAGEMENT EMPLOYEES BARGAINING GROUP

By _____ Date _____
Levi Fuller
President, Mid-Management Employees Bargaining Unit

DUBLIN SAN RAMON SERVICES DISTRICT

By _____ Date _____
Daniel B. McIntyre
General Manager

ATTEST: _____
Nicole Genzale, District Secretary

EXHIBIT A

LIST OF EXEMPT POSITIONS

As of the Effective Date of this MOU, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Associate Engineer - Supervisory
Community Affairs Supervisor
Customer Services Supervisor
Electrical and Instrumentation Supervisor
Environmental Services Administrator
Executive Services Supervisor
Field Operations Supervisor
Financial Services Supervisor
Human Resources & Risk Supervisor
Information Services Supervisor
Laboratory Supervisor
Mechanical Supervisor
Principal Engineer - Supervisory
Senior Civil Engineer - Supervisory
Senior Electrical Engineer - Supervisory
Senior Mechanical Engineer - Supervisory
Wastewater Treatment Plant Operations Supervisor

RESOLUTION NO. ___

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND THE CONFIDENTIAL EMPLOYEES BARGAINING UNIT

WHEREAS, the current Confidential Employees Bargaining Unit (“CEBU”) Memorandum of Understanding (the “MOU”) expires April 30, 2018; and

WHEREAS, the District (“District”) and CEBU (the “Parties”) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the Parties have reached an agreement on all matters relating to the employment conditions and employer-employee relations as set forth in the MOU.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, does hereby:

1. Approve the MOU between District and CEBU for the period of December 18, 2017 through April 30, 2022, attached hereto as Exhibit “A” and incorporated by reference herein; and
2. Authorize and direct the General Manager to sign the MOU.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency located in the Counties of Alameda and Contra Costa, California, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

Memorandum of Understanding

Between

Confidential Employees

Bargaining Unit

And

Dublin San Ramon Services District

December 18, 2017 – April 30, 2022

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MEMORANDUM OF UNDERSTANDING
between
DUBLIN SAN RAMON SERVICES DISTRICT
and
CONFIDENTIAL EMPLOYEES Bargaining Unit

This Memorandum of Understanding (the "MOU") between the Dublin San Ramon Services District (the "District") and the Confidential Employees Bargaining Unit (the "CEBU"), collectively the "Parties" is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The Employee Relations Officer (the General Manager of the District under the Employer-Employee Relations Resolution) is the representative of the District in matters concerning employer-employee relations.

CEBU, a new bargaining unit that formed on December 2, 2006, is a formally recognized employee group including those employees whose positions are designated as Confidential by the District.

SUMMARY OF CONFIDENTIAL DESIGNATION

The confidential designation of selected positions protects the confidentiality of the District's bargaining process and strategy, both in general contract negotiations and in day-to-day interaction with employee unions and associations. The employees who occupy positions designated as confidential serve as essential support members to the management team and their confidentiality is assured by their exclusion from any organized bargaining unit.

DEFINITION

The term "confidential employee" identifies those employees who are regularly required to assist District managers responsible for developing and implementing District policies within the area of labor relations. A confidential employee is an employee who normally participates or assists in writing and/or preparing policies affecting employees' wages, hours, and working conditions; or an employee who regularly has advance knowledge of decisions which affect labor relations; or who processes information relating to the District's confidential labor relations matters.

CRITERIA

The following factors are used (in their totality) to determine those positions to be designated as confidential:

- A. The duties assigned to these positions include responsibility for providing clerical and/or technical support to managers who regularly participate in labor negotiations as a chief negotiator or team member; processing paperwork relating to labor negotiations, notes, research, management proposals, contract costing, strategies and plans, strike contingency plans, salary surveys, and problems within departments which are addressed during negotiations.
- B. Responsibility for processing paperwork relating to the disposition of union/association grievances, Skelly hearings, letters of reprimand, counseling memos, employee background checks, and other documents including those relating to all other forms of employee discipline.

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions and proposals, and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The Parties acknowledge that the package of wages and benefits specified herein, which were agreed to during the meet and confer process which led to this MOU, are a package which together provide the agreed upon market level total cash equivalent compensation.

This MOU has been presented to the District Board of Directors as the joint recommendation of the undersigned Parties for salary and employee benefit adjustments for the period referenced in Section 19 - Term.

The wages, hours and conditions of employment for the CEBU shall be as follows:

Section 1. Salaries and Cash Benefits

1.1 Salaries

Effective on the first day of the first pay period of the calendar years 2018 through 2022, bargaining unit members will receive a percentage salary increase equal to 2.75%. Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated employees will receive 1.38% cost of living salary increases.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 1.5.

CEBU positions are listed in Exhibit A.

1.2 Entrance Salary

Except as herein otherwise provided, the entrance salary shall be the minimum salary for the class to which that person is appointed. When circumstances warrant, the General Manager may recommend, and the Board may approve, an entrance salary that is more than the minimum salary. The Board's decision shall be final.

1.3 Step Increases

(a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the employee's performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

(b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee's anniversary date, according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A and Senior Manager's approval.
- Step C upon completion of twelve (12) months' service in Step B and Senior Manager's approval.
- Step D upon completion of twelve (12) months' service in Step C and Senior Manager's approval.
- Step E upon completion of twelve (12) months' service in Step D and Senior Manager's approval.

(c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary, after working 2080 hours (equivalent to a full time employee).

1.4 Salary Increase Upon Promotion or Reclassification

When an employee in this bargaining unit is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than, or the same as, the employee's salary at the time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an employee is promoted or reclassified from one class to a different classification within CEBU, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

1.5 Deferred Compensation Incentive

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option.

Beginning on the first pay date of the first full pay period of calendar year 2018 through 2021, the District will contribute on behalf of each employee an amount equal to one-hundred percent (100%) of the first \$2,500 that the employee voluntarily contributes to the Employee's 457 Plan account. Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan.

This incentive shall be administered in accordance with state and federal regulations, which may

impose limits on such benefits for New Members within the CalPERS Retirement System.

On the last pay date of the calendar year 2021, the District will no longer contribute on behalf of the employee to the Employee’s 457 Plan account.

1.6 Total Compensation Surveys

All total compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 2.6.

1.7 Compensation Survey Procedures

The District will conduct a classification review and compensation study during the term of this MOU. The basis of compensation will be the sixtieth (60th) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. Total compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan, minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement).

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparatory Agency	\$ 7,800.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$ 8,175.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ (162.00)	\$ 8,146.33

The following list of agencies will be used to establish the benchmark level of salaries:

- EBMUD Livermore
- ACWD Pleasanton
- CCCSD DDSD
- CCWD Brentwood
- USD

Section 2. Hours of Work

For non-exempt employees, the regular workweek shall consist of forty (40) hours and the regular workday shall consist of eight (8) hours. Each exempt employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular basis. Confidential Employees may request an

alternative work schedule such as a 9/80 schedule, a 4/9 + 4 work schedule or a 4/10 work schedule and, at the sole discretion of the General Manager, such schedule may or may not be granted.

Section 3. Overtime and Compensatory Time

3.1 Authorization

All overtime worked must be approved in advance by the General Manager or his or her designated representative.

3.2 Overtime Pay

a) Non-Exempt Employees

Those positions that are “Non-Exempt” as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated and made a part of this MOU. All overtime worked by employees designated as “Non-Exempt” in accordance with the Fair Labor Standards Act must be approved in advance by the General Manager, or designated representative.

Any authorized time worked in excess of the Non-Exempt employee's regular workweek shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. This Section 3.2 shall be subject to the Overtime Rule of the District Personnel Rules and Regulations. Holiday pay and Employee Leave Bank pay will count as time worked for purposes of computing overtime pay. Holiday pay is defined as scheduled District holidays.

b) Exempt Employees

Those positions that are “Exempt” as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated herein and made a part of this MOU. Positions designated as “Exempt” in accordance with the Fair Labor Standards Act shall not receive overtime pay.

3.3 Compensatory Time

An employee shall be allowed to accrue up to a maximum of sixty (60) hours of compensatory time annually. The maximum amount of hours a non-exempt employee may keep in their compensation time bank shall be capped at 60 hours. Employees may request compensatory time off even though overtime is required to cover the employee's shift. The times during the calendar year at which an employee shall take compensatory time shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District. The coverage employee may not accrue compensatory time for said time worked and will be paid at the overtime rate.

3.4 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform all of the duties of a position having a higher salary range, will

be paid the first step of the higher range, which is at least five percent (5%) higher than the employee's present salary; during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made for five (5) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for five (5) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

3.5 Temporary Promotions

Compensation provided under this section shall be salary only, as outlined in Section 3.4. All benefits will continue at the level of the employee's regular position.

Section 4. Health and Welfare

4.1 Medical

(a) Health Care Insurance

The District shall provide health care (medical) insurance to each Confidential Employee. The District shall provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations Plans (PPO). The lowest cost HMO and lowest cost PPO shall be the "Base Plans". In the event that this level of coverage does not remain reasonably available during the term of this MOU, the Parties shall meet and confer in good faith to amend this Section 4.1 of the MOU.

(b) Medical Insurance Premiums:

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan an employee selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, CEBU employees will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	CEBU Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

Confidential employees will pay those amounts in excess of the District health care premium Maximum Contribution and the premium of the plan they select. District Maximum Contribution amounts will be rounded up to the nearest dollar.

(c) Post-Retirement Premiums

The District shall provide health care (medical) insurance to each Confidential Employee that retires from the District and meets all eligibility requirements. The District shall contract with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care (CA Government Code 22893) in accordance with Resolution 47-07. All CEBU employees hired after September 24, 2007 shall be enrolled in the Vesting Program. Confidential Employees hired prior to September 24, 2007 will be offered the option, on an annual basis, to opt into the program. Payment of said insurance shall be subject to a vesting schedule established from time to time by either the District or the health care provider; whichever has the authority. Any employee promoted into CEBU who has previously elected to vest under their prior Local 39, PEBU, or MEBU MOU shall be required to vest under the PERS vesting program in accordance with Resolution 47-07.

(d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for employees covered by this agreement is enacted into law during the term of this MOU, and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage

A CEBU employee, who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a contribution to their deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Said election must be made for the employee as well as his or her dependents. This contribution amount to the employee's deferred compensation 457 plan shall not count toward the District's deferred compensation incentive match per Section 1.7 of this MOU.

Eligibility for participation in this program shall be governed by the Guidelines for the

Share the Savings Program in the District's Personnel Rules.

4.2 Dental

The District shall provide dental care benefits covering the employee, spouse, and eligible dependents.

4.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

4.4 Life Insurance

(a) Amount

The District shall provide each employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times an employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for employees to purchase additional life insurance for themselves or their dependents at employee cost.

4.5 Short-Term and Long-Term Disability

The District shall provide each employee with Short-Term and Long-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long-Term Disability Insurance shall provide 66-2/3% of regular monthly salary to a maximum of \$6000 monthly benefit after 365 days of short-term disability coverage. Both Short- and Long-Term disability Insurance benefits cease the day the termination of employment occurs.

4.6 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse, and eligible dependents.

4.7 Retiree Vision Care

Vision care will not be provided to employees who retire from the District other than as specified under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

4.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement and allow employee contributions up to the maximum extent permitted by law as well as allowable pre-tax deductions for employee-paid premiums associated with eligible health care costs.

4.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is similar or better as specified in this MOU.

Section 5. Safety Equipment

Employees that are required to wear safety shoes, personal protective equipment (PPE), or uniform clothing will be provided with these items purchased by the District as deemed necessary by the employee's supervisor for the performance of their job duties.

Section 6. Retirement Plan

6.1 Terms of Program

District employees receive retirement benefits through CalPERS. The Retirement Plan between the District and Public Employees Retirement System (PERS) is documented in a separate MOU between CEBU and District entitled "Regarding PERS Retirement Formula Enhancement" dated September 24, 2007 and includes single highest year option and "Local Miscellaneous 2.7% at 55."

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a "classic member" or "new member" in accordance with the Public Employees' Pension Reform Act (PEPRA).

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan, in accordance with the November 17, 2004 "Regarding PERS Retirement Formula Enhancement" MOU. "New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

Section 7. Holidays

7.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled

workdays immediately preceding and following the holiday.

(a) Reporting Holiday Leave While on Alternative Work Schedule

Employees who work an alternative work schedule (9/80, 10/40) shall report “holiday” time as eight (8) hours and remaining “holiday” time as ELB (Employee Leave Bank) or Compensatory Time (if accrued).

7.2 Holiday Schedule

The following shall be holidays under this MOU, and shall fall on the calendar or legal date as noted. If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business as solely determined by the District.

Holiday	2017	2018	2019	2020	2021
New Year’s Day		Jan-1	Jan-1	Jan-1	Jan-1
Martin Luther King Day		Jan-15	Jan-21	Jan-20	Jan-18
Presidents’ Day		Feb-19	Feb-18	Feb-17	Feb-15
Memorial Day		May-28	May-27	May-25	May-31
Independence Day		July-4	July-4	July-3	July-5
Labor Day		Sept-3	Sept-2	Sept-7	Sept-6
Thanksgiving Day		Nov-22	Nov-28	Nov-26	Nov-25
Day after Thanksgiving		Nov-23	Nov-29	Nov-27	Nov-26
Christmas	Dec-25	Dec-25	Dec-25	Dec-25	Dec-24

Section 8. Employee Leave Bank

8.1 Eligibility

All CEBU employees begin accruing Employee Leave (Leave) as defined in Section 8.4 from their hire date.

8.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee’s supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

8.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU.

8.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date. Example: For a full-time employee, the accrual rate during their first year of employment is 4.62 hours per pay period.

The following table shows the conversion of the leave into the new system and is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Non-exempt Employees					
Year	VAC	FH	Total	Total	Hours
			Days	Hours	PP
1	10	5	15	120	4.62
2	11	5	16	128	4.92
3	12	5	17	136	5.23
4	13	5	18	144	5.54
5	14	5	19	152	5.85
6	15	5	20	160	6.15
7	16	5	21	168	6.46
8	17	5	22	176	6.77
9	18	5	23	184	7.08
10	19	5	24	192	7.38
11	20	5	25	200	7.69
12	21	5	26	208	8.00
13	22	5	27	216	8.31
14	23	5	28	224	8.62
15	24	5	29	232	8.92
16 & after	25	5	30	240	9.23

Exempt Employees						
Year	VAC	FH	ADMIN	Annual	Annual	Hours
				Days	Hours	PP
1	10	5	5	20	160	6.15
2	11	5	5	21	168	6.46
3	12	5	5	22	176	6.77
4	13	5	5	23	184	7.08
5	14	5	5	24	192	7.38
6	15	5	5	25	200	7.69
7	16	5	5	26	208	8.00
8	17	5	5	27	216	8.31
9	18	5	5	28	224	8.62
10	19	5	5	29	232	8.92
11	20	5	5	30	240	9.23
12	21	5	5	31	248	9.54
13	22	5	5	32	256	9.85
14	23	5	5	33	264	10.15
15	24	5	5	34	272	10.46
16 & after	25	5	5	35	280	10.77

8.5 Crediting of Leave

Employee Leave shall be accrued and credited in hours per pay period.

8.6 Employee Leave at Termination

Upon termination of employment, an employee shall be paid cash value of his or her accrued Leave at the time of termination in accordance with the above schedule on a pro rata basis.

8.7 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at his or her current rate of pay up to two (2) times per calendar year, up to eighty (80) hours total in that calendar year; provided that there is at least eighty (80) hours remaining after such sell back.

Section 9. Sick Leave

9.1 Benefits

Full-time CEBU employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave shall be posted bi-weekly. Sick leave usage shall not

be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity of actual sickness or disability. For non-exempt employees, charge for sick leave used shall be on the basis of one-quarter hour (0.25) hour for each one-quarter hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Exempt employees, throughout the term of this MOU, shall be charged with sick leave on the basis of eight (8) hours (or nine [9] hours if the employee is on a 9/80 schedule) for each day the employee is away from work. In no event shall sick leave be converted into a cash bonus and is not payable upon separation from employment with the District. Sick leave may not be used before it is credited. Sick leave benefits shall be administered in accordance with applicable state and federal laws. Part-time employee's sick leave will be prorated according to their scheduled hours.

9.2 Use

Sick leave may be used for purposes defined in the District's personnel rule for Sick Leave, and in accordance with state and federal law.

9.3 Notification Requirement

If an employee will not be at work as scheduled, he/she must notify the supervisor or designee, within one half (1/2) hour of the time to report for work or at the first opportunity.

9.4 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

9.5 Family and Medical Care Leave

Family and Medical Care leave shall be administered in accordance with State and Federal Law.

9.6 Sick Leave Incentive Program - PERS Credit

The District shall contract with PERS for "Credit for Unused Sick Leave at Retirement" as specified in the Government Code of the State of California, Section 20965.

Section 10. Leaves of Absence

10.1 Leave Without Pay

The General Manager may grant employees leave of absence without pay for a period not to exceed one (1) year. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the General Manager. Such leaves shall normally be granted to permit the employee to engage in activities that shall increase his/her value to the District upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued Employee Leave Bank time is taken. Failure on the part of an

employee on leave to report promptly at its expiration shall result in dismissal of the employee. Employee leave bank and sick leave credits shall not accrue to an employee on leave of absence. The decision of the General Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this MOU.

10.2 Jury Duty

An employee summoned to jury duty shall inform his or her supervisor and, if required to report and/or serve, may be absent from duty with full pay only for those hours required to report and/or serve.

10.3 Industrial Disability Leave

(a) General

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker's compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers' Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

10.4 Bereavement Leave

In the event of a death in the immediate family of an employee, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of Bereavement Leave.

10.5 Catastrophic Leave

(a) General

District shall provide a Catastrophic Leave system to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The catastrophic leave system shall allow other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

(b) Eligibility

To be eligible for this benefit, the receiving employee must:

- (1) Be a regular, full-time employee who has passed his/her initial District probationary period;
- (2) Have sustained a life-threatening or debilitating illness, injury or condition (physician confirmation may be required by the District);
- (3) Have exhausted all accumulated paid leave including employee leave bank, sick leave, compensatory time off and/or other such leaves;
- (4) Be unable to return to work for at least thirty (30) days; and
- (5) Have applied, and received approval, for a Leave of Absence without Pay for medical reasons.

(c) Benefits

Accrued leave bank and compensatory time off hours donated by other employees shall be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority and all other benefits shall continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months. However, if approved by the General Manager, the total leave credits may be extended on a case-by-case basis up to an overall maximum of six (6) months.

(d) Guidelines

The following guidelines for Donating Leave Credits to the Receiving Employee:

- (1) Accrued leave bank and compensatory time off may be donated by any employee who has completed his/her initial District probationary period.
- (2) Time donated shall be converted from leave bank or compensatory time off to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- (3) The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three (3) months. However, if approved by the General

- Manager, an extension up to six (6) months total time may be approved.
- (4) Initial leave time donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee cannot donate leave hours that would reduce his/her vacation balance to less than forty (40) hours.
 - (5) The use of donated leave hours shall be in consecutive, one-shift increments (i.e., eight (8) hours for a full-time employee working five, eight-hour days per week).
 - (6) While an employee is on leave using donated leave hours, no vacation or sick leave hours shall accrue.
 - (7) Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for a catastrophic illness/injury, any balance shall remain with the receiving employee.

Section 11. Probationary Period

11.1 Nature of Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

11.2 Length

New and promotional employees into CEBU shall serve a probationary period of twelve (12) months. Employees who, immediately prior to appointment, served in a District Limited-Term position that was subsequently converted to a regular District position, shall not be required to complete a probationary period if the Limited-Term position exceeded twelve (12) months. For part-time employees, the probationary period shall be 2080 hours worked.

11.3 Rejection

During the probationary period, a new employee may be rejected at any time by the General Manager without cause and without the right of appeal.

11.4 Reinstatement

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which he or she was promoted, provided the employee has not been discharged or disciplined pursuant to this MOU.

Section 12. Layoff and Re-Employment

12.1 General

The General Manager may lay off an employee in the CEBU. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of positions shall be laid off before other persons in the class are laid off.

12.2 Notice

Fifteen (15) calendar days prior to the effective date of the layoff of an employee, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file.

12.3 Re-Employment

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

12.4 Termination after Layoff

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

12.5 No Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including, but not limited to, Employee Leave, holidays, medical, dental, life insurance, and vision care. Any employees re-employed after a layoff shall be credited back any accrued sick leave that the employee did not receive compensation for at the time of layoff.

Section 13. Discharge and Discipline

13.1 Right of Discharge and Discipline

The District shall have the right to discharge and discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and personnel rules and regulations, which must be conspicuously posted and not in derogation of the MOU, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the MOU. Discipline shall be implemented within sixty (60) calendar days of the District completing the District investigation of the situation causing the problem.

13.2 Appeals

If an employee feels he or she has been unjustly disciplined or discharged, he or she shall have the right to appeal his or her case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed the right of appeal is lost.

13.3 Reason for Discipline

Any disciplined employee in the CEBU group shall be furnished the reason for the disciplinary action in writing.

13.4 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District. If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to a Hearing Officer for advisory opinion.

13.5 Administrative Hearing

(a) General

An employee may refer any appeal that remains unresolved after the Adjustment Board to an Administrative Hearing. A request for a Hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

(b) Selection of Hearing Officer

On or after the date of the notice to proceed with a non-binding administrative hearing, the District shall request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as a Hearing Officer. Representatives of the two (2) Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed hearing officers, then the two (2) Parties shall alternately strike a hearing officer's name from the list of seven (7) and shall then repeat this procedure. The remaining person shall be the duly selected hearing officer. The procedure to determine who strikes the first name shall be determined by lot. If either party refuses to participate in the selection process, the other party shall make a selection of a hearing officer from the list.

(c) Hearing Officer's Decision

Upon conclusion of the administrative hearing, the hearing officer shall provide both the General Manager and the employee, and the CEBU group representative with copies of his or her decision on the merits of the appeal with references to, and a discussion of,

the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

13.6 Board of Directors

Any appeal which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 14. Personnel Files

An employee, or his or her representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 15. Grievance Procedure

15.1 General

(a) Definition

A grievance shall be defined as any dispute arising during the term of the MOU which involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, policies, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, policies, rules and regulations shall not be subject to the Grievance Procedure.

(b) Changes to MOU are Non-Grievable

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section, and no Adjustment Board shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) Changes to and Interpretations of MOU

No changes in the MOU or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless mutually agreed to by the General Manager and the CEBU.

(d) Pay Claims

All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) calendar days from the date of filing.

15.2 Initial Discussions

Any employee who believes that he or she has a grievance must inform his or her immediate supervisor of the complaint along with a copy to the Administrative Services Manager, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in which he or she works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

15.3 Adjustment Board

(a) General

In the event the employee and the District are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined), which arises and is presented during the term of the MOU, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

(b) No Decision by Adjustment Board

If an Adjustment Board is unable to arrive at a majority decision, either the employee or the District may require that the grievance be referred to the General Manager.

(c) Jurisdiction

No Adjustment Board shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph of this Section.

15.4 Referral to District Manager

The recognized employee organization, which has jurisdiction over the position directly affected

by the grievance, may notify the General Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section that has not first been filed and investigated in pursuance of Sections 15.2 and 15.3. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be heard before a Hearing Officer for an advisory opinion.

15.5 Administrative Hearing

(a) General

Any grievance that remains unresolved after consideration by the General Manager may be referred to an Administrative Hearing Officer for a non-binding opinion on the merits of the grievance. A notice to invoke an administrative hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

(b) Selection of Hearing Officer

The hearing officer for a grievance matter shall be selected according to the same procedure as specified for an appeal of discharge/discipline.

(c) Hearing Officer's Decision

Upon conclusion of the administrative hearing the hearing officer shall provide both the General Manager and the employee and the CEBU group representative with copies of his or her decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party, provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

15.6 Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

Section 16. Miscellaneous Provisions

16.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during his or her regular working hours. Any person while in the employment of someone other than the District shall wear no emblem, badge, uniform or other employee identification.

16.2 Part-Time

All wages, hours and conditions of employment governed by this MOU shall be prorated and/or adjusted for part-time employees in accordance with District's Part-Time Rules and Procedures.

16.3 Re-Opener

On or about October 1 of each year of the Memorandum of Understanding (MOU), except for 2018, either party may request to meet and confer regarding one (1) non-economic item.

16.4 Professional Organizations

For each employee covered by this MOU, the District will pay for the employee's membership in up to two (2) professional/technical organizations related to the employee's classification. The District will also pay for one (1) professional/technical organization meeting per month, within the greater Bay Area, that the employee may choose to attend and in which the employee is a member. If the meeting occurs during regular work hours, the employee will receive compensation during attendance. If the meeting is during non-regular work hours, the employee will not be compensated for attendance. Other memberships and attendance will be determined on a case-by-case basis by the employee's supervisor.

Section 17. Separability of Provisions

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Upon such invalidation, the Parties agree to meet and confer concerning substitute Sections, clauses, or provisions for those rendered or declared illegal or invalid.

Section 18. Past Practices and Status of this MOU

18.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this MOU.

18.2 Status of this MOU

This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and the CEBU group.

Section 19. Term

It is mutually agreed that the terms herein are effective on and until the dates indicated below or the dates specifically identified elsewhere in this MOU as those dates may relate to specific provisions or where not indicated as of the effective date of this MOU. When not specifically covered in this MOU, the existing unmodified policies, resolutions, rules, regulations and ordinances of the District, shall apply and with the terms of this MOU constitute the wages, hours and working conditions for those employees represented for the period of December 18, 2017 through April 30, 2022.

Made and entered into this 18th day of December, 2017 (effective date).

CONFIDENTIAL EMPLOYEES BARGAINING GROUP

By _____ Date _____
Samantha Koehler
President, Confidential Employees Bargaining Unit

DUBLIN SAN RAMON SERVICES DISTRICT

By _____ Date _____
Daniel McIntyre
General Manager

ATTEST: _____
Nicole Genzale, District Secretary

EXHIBIT A

List of Non-Exempt and Exempt Positions

The following positions are Non-Exempt positions as determined by application of the Fair Labor Standards Act:

Administrative Assistant I/II – Confidential
Administrative Technician - Confidential
Human Resources Technician
Human Resources Analyst I

The following position is an Exempt position as determined by application of the Fair Labor Standards Act:

Human Resources Analyst II



TITLE: Receive Annual Legislative and Regulatory Report, November 2017, and Provide Direction on Further Legislative Advocacy

RECOMMENDATION:

Staff recommends the Board of Directors receive a presentation on the Annual Legislative and Regulatory Report, November 2017, and, by Motion, provide direction to staff on proceeding with legislative and regulatory advocacy as noted in the attached 2017 "State Legislative and Regulatory Staff Report."

SUMMARY:

Per the DSRSD Board's Legislative Advocacy policy, staff takes advantage of the District's membership in several organizations to become aware of legislation that may be applicable to the District and participates by sending letters of support or opposition. The organizations the District belongs to include the following: Association of California Water Agencies, American Water Works Association, California Association of Sanitation Agencies, California Special Districts Association, Water Education Foundation, WaterReuse, and the Western Recycled Water Coalition.

Much of the staff work is performed by the Communications Division.

Originating Department: Executive Services	Contact: S. Stephenson	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	143 of 225	

Receive Annual Legislative and Regulatory Report, November 2017, and Provide Direction on Further Legislative Advocacy

BACKGROUND

In the first year of the 2017-2018 California legislative session, legislators voted on 1,800 bills.

The District belongs to many organizations that track legislative and regulatory issues and alert District staff when they think support, oppose, or comment letters are needed to pass or defeat specific bills. These organizations also solicit ideas to create, improve, or eliminate a law or regulation affecting the District. In 2017, DSRSD sent 19 letters: seven support letters, nine oppose letters, and three comment letters. (See *Legislative Letter Log*, Attachment 1).

District staff also came up with the idea that resulted in the California Legislature establishing the Water Professionals Appreciation Week, thanks to an ACWA-led coalition that included the California Association of Sanitation Agencies, California Municipal Utilities Association, California Water Association, California Water Environment Association, and WateReuse. Senate Concurrent Resolution 80 (Attachment 2) was authored by Senator Bill Dodd (D-Napa), approved by the legislature on September 13, 2017, and chaptered (assigned a chapter number by the Secretary of State which subsequently may be used to refer to this resolution) on September 19, 2017. Per SCR 80, Water Professionals Appreciation Week begins on the first Saturday of October and ends on the Sunday of the following weekend each year.

Organizations that Track Legislative and Regulatory Issues

Per DSRSD's *Legislative Advocacy* policy (Attachment 3), the District takes advantage of its membership in the following organizations to become aware of legislative and regulatory issues and the need for advocacy when these issues may impact the District. While these organizations track hundreds of bills, DSRSD only acts on those that have the greatest potential to impact the District.

Association of California Water Agencies (ACWA) is the largest statewide coalition of public water agencies in the country. Its 430 public agency members collectively are responsible for ninety percent of the water delivered to cities, farms, and businesses in California. ACWA promotes local agencies as the most efficient means of providing water service, shares reliable scientific and technical information, tracks and shapes state and federal water policy, advocates for sound legislation and regulation, and facilitates cooperation and consensus among all interest groups. In 2017, ACWA staff tracked 165 bills, conducted 287 analyses (multiple versions of bills), and sent 190 letters to the Capitol.

Bay Area Biosolids (BAB, formerly Bay Area Biosolids to Energy, BAB2E) is a coalition of 19 San Francisco Bay Area agencies committed to creating a local sustainable solution to biosolids management by using the energy remaining in biosolids. The coalition seeks state and federal funding for biosolids projects.

Bay Area Clean Water Agencies (BACWA), a joint powers agency whose members provide sanitary sewer services to more than 6.5 million people in the San Francisco Bay Area, is dedicated to improve and enhance the San Francisco Bay environment by providing technical expertise, financial support, and a public utility perspective to ensure that regulations affecting its members are well-informed, thoughtful, and effective.

California Association of Sanitation Agencies (CASA) has been the leading voice for public wastewater agencies on regulatory, legislative and legal issues for more than 60 years. CASA is comprised of local agencies engaged in advancing the recycling of wastewater into usable water, generating renewable energy, and creating a clean and sustainable environment for Californians. In 2017, CASA tracked 99 bills, engaged with the legislature on 20 bills, drafted position letters on 10 bills and were signatories on five coalition letters.

California Product Stewardship Council (CPSC) recognizes California businesses for outstanding leadership, innovation, and partnerships in product stewardship and green design. The District is especially interested in the council's efforts to encourage proper disposal of batteries, sharps, and pharmaceuticals: "Don't Rush to Flush," and "Meds in the Bin, We all Win!"

California Special Districts Association (CSDA) promotes good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts. Established more than 40 years ago, CSDA membership now includes more than 1,000 organizations throughout California. It is the only statewide association representing all types of independent special districts including irrigation, water, parks and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare, and community services.

WateReuse, is the only trade association that focuses solely on advancing laws, regulations, policy, funding, and public acceptance for water recycling. Its mission is to educate policymakers and the public about the benefits of water reuse and to advocate for laws, policy, and funding to increase water reuse. A not-for-profit trade association for water utilities, businesses, industrial and commercial enterprises, not-for-profit organizations, and associations, WateReuse members represent more than 200 communities and 60 million utility customers around the country.

Western Recycled Water Coalition (WRWC), is a collaboration among 24 cities, water and wastewater districts, and investor owned water utilities, pursuing highly leveraged, locally managed projects that will help ensure the security of water supplies in the western United States for years to come. Its members represent more than four million people. Since 2009, the coalition has secured more than \$38 million in federal funding, which was leveraged with state and local funding to construct eight WRWC projects and to prepare feasibility studies for 14 new projects.

Associations that Perform Legislative and Regulatory Advocacy

Organization	Membership Cost	# Bills Tracked
Association of California Water Agencies, ACWA	\$30,000	165
Bay Area Biosolids, BAB	\$60,500	
Bay Area Clean Water Agencies, BACWA	\$22,652	10
Bay Area Pollution Prevention Group, BAPPG	\$1,200	5
California Association of Sanitation Agencies, CASA	\$18,200	99
California Produce Stewardship Council, CPSC	\$1,000	7
California Special Districts Association, CSDA	\$6,585	
WaterReuse	\$4,700	90
Western Recycled Water Coalition, WRWC	\$7,754	10
Zone 7 Water Agency	NA	63
TOTALS	\$151,591	350

In addition to the above, **Zone 7 Water Agency** shares its legislative updates with DSRSD. DSRSD's wholesaler, Zone 7 supplies treated drinking water to retailers serving approximately 220,000 people in Pleasanton, Livermore, Dublin and Dougherty Valley. Zone 7 also supplies untreated water for irrigation of 3,500 acres, primarily south Livermore Valley vineyards, and provides flood protection to all 425 square miles of eastern Alameda County. Zone 7 is committed to providing a reliable supply of high quality water and an effective flood control system to the Livermore-Amador Valley.

Highlights of State Legislation

Some legislation the District supported became law:

- SB 205 (Senate Governance and Finance Committee) updates the Public Contract Code that governs public works contracting procedures for community services districts.
- SB 496 (Cannella, deLeon) was amended to say that claims against design professionals due to their negligence, recklessness, or willful misconduct are enforceable.
- AB 574 (Quirk) requires the State Water Board to establish a framework for regulation of potable reuse projects by 6/20/2018 and to adopt uniform water recycling criteria for potable reuse through raw water augmentation by 12/2021.
- SB 5 (deLeon), the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act, provides \$250 million for safe drinking water for disadvantaged communities and increases funding for recycled water projects from \$125 to \$375 million.
- SCR 80 (Dodd) designates the first week of October each year as Water Professionals Appreciation Week, a time for water, wastewater and recycled water agencies to offer tours, open houses, and other events to educate Californians on the water industry's important role in protecting public health and the environment, maintaining some of the most stringent water quality standards in the nation, and making California's thriving economy possible.

Some legislation the District opposed did not become law:

- AB 1479 (Bonta, Garcia) would have required public agencies to designate a person as the agency's custodian of records and be responsible for responding to Public Records Act requests. It was vetoed by the Governor because he was "not convinced this bill would have any measurable impact on the speed or accuracy in responding to Public Record Act requests," and that it "has the potential to further confuse an already complex process."

Some bills have become two-year bills and will be further considered in 2018:

- ACWA defeated legislators' attempt to use a budget trailer bill to implement long-term water use efficiency mandates without adequate stakeholder and public input. As a result, nine water use efficiency bills were introduced, but only two remain active. Legislative action is expected in January on SB 606 (Hertzberg and Skinner) and AB 1668 (Friedman), which both propose a complex and comprehensive drought planning and long-term water use efficiency law. While a number of positive amendments were made to the bills over the course of the year, they didn't go far enough for ACWA's State Legislative Committee to change its position of "Oppose Unless Amended."
- SB 623 (Monning) proposed a tax on drinking water. While ACWA agrees with the state's intent to provide safe and affordable drinking water for all Californians, it strongly opposes a tax on drinking water. ACWA advocates solving the drinking water problems with a package of funds that includes federal funds, general obligation bonds, proposed agricultural fees on fertilizers and dairies to address nitrate in groundwater, and the state's General Fund.

While September 15, 2017 was the last day of the first half of this legislative session, ACWA, CASA, and other associations' staff continue meeting on these and other issues throughout the fall. Legislators reconvene in early January, 2018. Also, on October 11, 2017, during the District's celebration of Water Professionals Appreciation Week, staff toured representatives from the offices of Congressman Swalwell, Senator Glazer, and Alameda County Supervisor Haggerty and engaged in a forty-five minute discussion with Assemblywoman Catharine Baker and her staffer Leticia Garcia on the following issues of interest and concern: opposition to the proposed water tax; concern regarding the state imposing one-size-fits-all water conservation measures; and, basing Delta flows on solid science, not unimpaired flows.

Little Hoover Commission's 2017 Report

In addition to the bills mentioned above, the state's Little Hoover Commission's (LHC) detailed study of special districts, and its subsequent report to the legislature and Brown Administration, corrected the many inaccuracies of their Special Districts Report of 2000. (The 2000 LHC report inaccurately stated that water agencies were hoarding large amounts of unfettered cash in reserve funds when, in fact, water agencies' retained earnings included fixed assets.)

ACWA staff proactively reached out to the LHC, met with them early on, pointed out the inaccuracies in the 2000 LHC report and offered accurate data. At the initial hearing, oral and written testimony from the Howard Jarvis Taxpayers' Association echoed familiar themes and made previous inaccurate assumptions found in the 2000 report. ACWA staff and water district representatives immediately corrected the record moving forward. A second hearing was scheduled which highlighted the impressive work water and wastewater agencies had accomplished in the area of climate change. At the November LHC business meeting a few commissioners expressed concerns the draft report didn't go far enough addressing the water and wastewater districts' shortcomings regarding reserves and property taxes. LHC staff regrouped and produced a final draft report acknowledging some of the larger concerns of a few of the commissioners in the body of the report, but did not make specific recommendations on those same issues.

Of the 20 recommendations in the August 23, 2017 LHC report, not one suggested either a cap on the amount of reserves enterprise special districts hold, nor a reallocation of the ad valorem (one percent) property taxes presently apportioned according to the Assembly Bill 8 formula. ACWA, working with CASA, CSDA, and California Municipal Utilities Association (CMUA), faced LHC head on and contributed significant factual information on reserves, property taxes, and climate change vignettes which influenced the final report.

Past Legislative Advocacy Efforts at DSRSD

In addition to belonging to the above organizations, from April 1, 2005 to February 15, 2012, DSRSD paid lobbyists, Nossaman, Gunther, Knox, and Elliott, \$341,120.12 (\$60,000 per year, plus expenses) to lobby on behalf of the District regarding California legislation. Because DSRSD is a medium to small agency, it is more cost effective for the District to belong to several associations that track legislative and regulatory issues and notify their members when they need them to participate by sending support/oppose letters.

How DSRSD Conducts Legislative and Regulatory Advocacy

Generally requests for legislative and regulatory advocacy come to the Communications Division. Staff runs the request by the general manager (GM) or the appropriate senior manager for review. Once the senior manager has approved action, staff drafts the letter for the Board president or GM to sign. In other cases, requests for regulatory or legislative letters come directly to DSRSD departments, which then draft the letter and submit it to the Communications Division to finalize and distribute. In both cases, the Communications Division maintains a log of all correspondence and notifies the Board in accordance with the District policy, usually in the GM's Friday memo to the directors.

Per the District's Legislative Advocacy policy (Attachment 3), if the issue is of general interest to the District and a position on it has been taken by one of the organizations in which the District is a member, the GM can take the position advocated by the member organization on behalf of the District. If the issue has a direct and significant bearing on the District, the GM will circulate a draft letter stating the proposed position to all Board members, requesting comment before the end of the next business day. If two or more Board members object, a special meeting of the Board will be scheduled. If there is insufficient time to circulate a draft letter or schedule a special meeting, the GM is authorized to state a position he believes to be in the overall best interests of the District and to notify all members of the Board of his action.

DISCUSSION

2018 HIGH PRIORITY LEGISLATIVE AND REGULATORY ISSUES

With Board authorization, staff will take positions on the following high priority legislative and regulatory issues. Additionally, as new legislative items come to light in early 2018, staff will return with an update report or emerging legislative and regulatory issues.

Water Tax – SB 623 (Monning) requires water agencies to collect a tax on water to provide safe drinking water in disadvantaged communities. This proposed tax is strongly opposed by ACWA for three reasons: 1) It is wrong to tax something which is so essential for life, water; 2) water agencies should not become tax collectors for the state; and, 3) several other viable options exist to fund safe drinking water for disadvantaged communities. DSRSD staff recommends the District oppose the proposed water tax.

Water Conservation – At the beginning of the legislative session there were nine bills proposing long-term water conservation policies. Midway through the year there were five bills and now there are two: SB 606 (Hertzberg and Skinner) and AB 1668 (Friedman). Both bills propose long-term water conservation and drought policies which ACWA is working to amend to protect local decision-making, recognize the role of local water supply investment, and promote sound policy on water use efficiency and long-term climate adaptation. ACWA submitted a 16-page letter, signed by 100 organizations (including DSRSD), that outlines 10 policy principles stakeholders would like to see addressed in the final legislation:

- State agencies should not have the authority to set and revise water use efficiency targets;

- Water use efficiency target setting needs to be flexible and account for the diversity among California's communities;
- Protect water rights;
- Encourage development of potable reuse and recycled water;
- Regarding enforcement, focus on corrective action, not cease-and-desist orders;
- Preserve local decision-making to avoid or mitigate shortages;
- Encourage investments in resilient water supplies (e.g., potable reuse, recycled water, desalination);
- Annual water supply and demand assessments must be based on and accurately reflect local conditions;
- Maintain the existing legislative intent and challenge period for urban water management plans; and,
- Recognize that energy use is only one aspect of water supply planning.

DSRSD staff recommends the District continue to support ACWA's ten policy principles regarding long-term water conservation.

Water Rates Policy – SCA 4 (Hertzberg) would provide flexibility for local agencies to voluntarily use water service fees to encourage conservation and water use efficiency and authorize voluntary lifeline rates to assist low-income customers. This would create an additional exception to requirements of Proposition 218. DSRSD staff recommends the District support ACWA's efforts regarding SCA 4.

Low Income Water Rate Assistance – AB 401 (Dodd, 2015) requires the State Water Board to develop a plan for implementing a low income water rate assistance program that would result in a subsidy on water bills for about 34 percent of the households in California. State Water Board staff is considering a public goods charge (tax) on water to fund the program, which ACWA strongly opposes. Due to ACWA advocacy, the State Water Board held a series of meetings in the summer of 2017 to gather input on program scenarios from water stakeholders. A report to the legislature is due February 1, 2018. DSRSD staff recommends the District support ACWA's efforts.

Bay-Delta flow requirements – ACWA continues to urge the State Water Board to set aside its problematic "unimpaired flow" approach to setting new water quality objectives and to heed Governor Jerry Brown's call for negotiated agreements. DSRSD staff recommends the District continue supporting ACWA's efforts regarding Bay Delta flow requirements.

Water Storage Investment Program – As the California Water Commission conducts its public process to allocate \$2.7 billion from Proposition 1 to help fund water storage projects, ACWA continues to brief key audiences on a technical study (conducted by MBK Engineers) that examines how California's water supply system could operate more flexibly and effectively with the addition and integrated operation of new storage capacity. DSRSD staff recommends the District support funding from Proposition 1's \$2.7 billion for water storage projects including Los Vaqueros and Sites Reservoir.

Surface Storage and Integration of Surface Water with Groundwater – With passage of the Sustainable Groundwater Management Act (SGMA) in 2014, there have been great strides by state and local water agencies to focus on long-term management of water in California's groundwater basins. The California Department of Water Resources (DWR) approved the SGMA regulations in 2015 and has been working with local water agencies as they form Groundwater Sustainability Agencies (GSA). While advancements have been made toward more sustainable groundwater management, there is a missing nexus between an increase in investment in surface storage and integration of surface water with groundwater as a beneficial use. During the 2015-16 legislative session, AB 647 (Eggman) declared the diversion of water to underground storage constituted a beneficial use of water, if the stored water is thereafter applied to beneficial purposes, or if the water is stored consistent with a sustainable groundwater management plan, statutory authority to conduct groundwater recharge, or a judicial decree. This

bill failed to pass, but Eggman is expected to move it in January 2018. DSRSD staff recommends the District support efforts to declare the diversion of water to underground storage a beneficial use.

Headwaters and Forest Management – At the state level, two bills promoted spending money from cap-and-trade proceeds for tangible, on-the-ground forestry management programs (e.g., dead tree removal) and to rehabilitate watersheds: AB 1342 (Flora), Greenhouse Gas Reduction Fund: Healthy Forest Programs, Organic Waste Projects, and Recycling Projects, and AB 1433 (Wood), Natural and Working Lands: Unified Program Application and Process. At the federal level, HR 2936, the Resilient Federal Forests Act of 2017, passed the House Resources Committee and is similar to ACWA-supported wildfire-headwaters legislation passed by the House during the previous Congress. ACWA is working with a broad coalition of western water suppliers to support collaborative forest management, streamline the environmental review process, and address the unsustainable practice of fire borrowing (tapping funding from non-fire programs when an agency exhausts its fire suppression funds). DSRSD staff recommends the District support the coalition’s efforts to achieve collaborative forest management, streamline the environmental review process, and address the unsustainable practice of fire borrowing.

Waters of the United States – As the U.S. Environmental Protection Agency begins the process to revise the definition of “waters of the United States,” ACWA recommends that water conveyance systems (e.g., aqueducts and ditches) and ephemeral streams (e.g., desert washes, dry arroyos) be excluded. ACWA also recommends that water infrastructure (e.g., recycled water facilities, groundwater recharge basins, storm water retention basins, and constructed wetlands) adjacent to “waters of the United States” be excluded from jurisdiction. DSRSD staff recommends the District support ACWA’s efforts regarding “waters of the United States.”

RECOMMENDATION

Staff recommends the Board of Directors receive a presentation and, by Motion, provide direction to staff on proceeding with legislative and regulatory advocacy as noted in this staff report.

Attachments:

- Attachment 1 – Legislative Letter Log
- Attachment 2 – Bill Text of SCR 80 Water Professionals Appreciation Week
- Attachment 3 – Legislative Advocacy Policy

Date Requested	Date Sent	Bill Number	Type of Letter	Subject/Topic	DSRSD Signature GM	DSRSD Signature BOD Pres	DSRSD Signature Ops Mgr	DSRSD Signature Eng Mgr	Senator Feinstein	Senator Boxer	State Senator Glazer***	Congressman Swalwell	Governor Brown	Assemblymember Baker***	Other Recipients	Party, Organization Requesting Letter	Notes/Status
3.15.17	3.15.17	AB-574 (Quirk)	Support	Potable Reuse -- Seeks to maximize potable reuse and advance the state toward its water recycling goals with the potential to provide 1.1 million acre feet of water per year, enough to serve more than 8 million Californians by 2020.	X									X		WateReuse	Signed by the Governor 10.6.17
3.22.17	3.22.17	SB 205 (Senate Governance and Finance Committee)	Support	Local Government Omnibus Act of 2017 -- Section 8 of the bill would update a cross-reference in Public Contract Code section 22050 to correspond to the current sections of the Public Contract Code that govern public works contracting procedures for community services districts.	X										State Senator Mike McGuire - Chair of the Senate Governance and Finance Committee	DSRSD General Counsel Carl Nelson	Signed by Governor, Chapter by Secretary of State, Chapter 387, Statutes of 2017
	4.12.17	SB 496 (Cannella, deLeon)	Oppose	Indemnity: Design Professionals -- Would require special districts and other local agencies to defend private engineers and architects against lawsuits related to their work. The bill was amended to say that claims that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the design professional are enforceable.	X										Senator Anthony Cannella	CSDA	Signed by Governor 4.28.17
	4.27.17	2016 Building Standards Code Changes (Title 22)	Regulatory Comment Letter	The comment letter stresses the importance of retaining the local recycled water provider as the decision maker as to whether or not it is feasible to serve a site with recycled water. The belief that recycled water purveyors need to retain the decision making role is based on DSRSD's 18 years of experience in designing, constructing and operating a sizable recycled water distribution system, and developing a strong customer base for recycled water within our service area.	X										Michael Nearman - Deputy Executive Director, California Building Standards Commission		
5.2.17	5.2.17	Budget Trailer Bill 810	Oppose	Budget trailer bill 810 Water Conservation as a California Way of Life, related to long-term conservation and water shortage contingency planning. Oppose the use of a budget trailer bill to advance substantive changes in the state law that are not related to the budget. These public policy changes should be heard through the regular policy and fiscal committee process and not the budget trailer process, which does not provide adequate time for stakeholder comment and public input.	X										Senator Richard Bloom, Chair and Senate Budget Subcommittee on Resources, Environmental Protection, Energy & Transportation; Assembly member Richard Bloom, Chair and Assembly Budget Subcommittee on Resources and Transportation	ACWA	The subcommittee did not vote on the budget trailer bill, identified as "810 Water Conservation as a Way of Life," but left it as an "open issue" for potential action later
5.17.17	5.19.17	FY17 CWSRF IUP & Proposition 1	Comment Letter	Encourages the SWRCB to maximize financing efforts for <i>ready to proceed</i> CWSRF projects which may include adding staff and authorizing the sale of bonds to help meet these financing needs.	X										Felicia Marcus Chair, State Water Resources Control Board and members	Western Recycled Water Coalition (WRWC)	
5.25.17	5.26.17	AB968 (Rubio) and AB1654 (Rubio)	Support Rubio bills	AB968 Urban Water Use: Water Efficiency -- establishes new urban water efficiency targets... AB1654 Water Conservation -- establishes new water supply and demand reporting requirements for urban water suppliers	X									X		ACWA	AB968 In Committee: held under submission; AB1654 Re-Referred to Committee on Rules

Date Requested	Date Sent	Bill Number	Type of Letter	Subject/Topic	DSRSD Signature GM	DSRSD Signature BOD Pres	DSRSD Signature Ops Mgr	DSRSD Signature Eng Mgr	Senator Feinstein	Senator Boxer	State Senator Glazer***	Congressman Swalwell	Governor Brown	Assemblymember Baker***	Other Recipients	Party, Organization Requesting Letter	Notes/Status	
6.28.17	7.6.17	AB 1479 (Bonta, Garcia)	Oppose Letter	Public Records: Custodian of Records: Civil Penalties -- As amended, AB 1479, would place substantial burdens on local agencies by adding costly and unnecessary requirements in processing California Public Records Act (CPRA) requests. It would require assignment of a "custodian of record" to review each CPRA request and response, as well as, new and costly civil penalties above plaintiff attorney fee awards which are already mandated in current law.	X										State Senator H. Jackson and R. Bonta, Members Senate Judiciary Committee, Marisa Shea Counsel for Senate Judiciary Committee, Mike Petersen Senate Republican Caucus, Melinda Grant State Deputy Legislative Secretary.	CSDA	Vetoed by the Governor 10.13.17	
7.6.17	7.7.17	AB 1667 (Friedman)	Oppose Letter (added logo and signature to ACWA letter)	Water Management Planning -- As amended to include the Brown Administration's revised budget trailer bill language related to urban water use target setting and drought planning, response and reporting. Among other highly problematic provisions, the amendments would grant the SWRCB the authority to: Adopt and revise standards for indoor residential use and residential/CII outdoor irrigation, adopt and revise performance measures for CII water use and enforce these standards through cease-and-desist orders and misdemeanor penalties.	X										State Senator Robert Hertzberg Senate Committee on Natural Resources and Water, Members of the Senate Committee on Natural Resources & Water, The Honorable Laura Friedman, California State Assembly Dennis O'Connor, Principal Consultant, Senate Natural Resources & Water Committee, Todd Moffitt, Policy Consultant, Senate Republican Policy Office	ACWA	In Committee	
7.17.17	7.17.17	Sites Reservoir Project	Support Response to Verbal Inquiry	Sites Project is a 1.8 million acre-foot, off-stream regulating reservoir that would divert and store excess Sacramento River flows. The diversion levels would be dependent upon hydrologic conditions and would be structured to ensure that water taken out of the Sacramento River is truly in excess of downstream needs. The operational flexibility that the Sites project would provide to the State's entire water system is what makes this project so unique and worthy of funding. A few of the reservoir's many uses include, but are not limited to, dedicated water for fishery and environmental flow purposes, a reliable water supply for California cities and agriculture, increased habitat for migratory birds on the Pacific Flyway, and improved flexibility and drought resiliency for the Central Valley Project and the State Water Project.	X							X				Andrew Ginsburg, Legislative Director Congressman Eric Swalwell		
7.21.17	7.21.17	Long Term Water Conservation	Comment Letter	Comments from Water Suppliers and the Business Community on Legislation Necessary to Help with "Making Water Conservation a California Way of Life" (112 agencies signed letter) referencing AB 968 and AB 1654.	X										State Senator Robert Hertzberg (Chair) & Senate Committee on Natural Resources and Water	ACWA	Done 07/24/17	

Date Requested	Date Sent	Bill Number	Type of Letter	Subject/Topic	DSRSD Signature GM	DSRSD Signature BOD Pres	DSRSD Signature Ops Mgr	DSRSD Signature Eng Mgr	Senator Feinstein	Senator Boxer	State Senator Glazer***	Congressman Swalwell	Governor Brown	Assemblymember Baker***	Other Recipients	Party, Organization Requesting Letter	Notes/Status
7.24.17		SB 5 (deLeon + 31 Democratic Senators and Assemblymembers)	Support and Amend Letter	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 -- California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (as amended July 18, 2017) urges funding for recycled water projects to be increased from \$125 million to \$375 million. (multiple agencies signed letter) *DSRSD was not included in the letter, our logo was not received in time (short turnaround).	X										State Senator Kevin De Leon	Water Reuse California	Signed by the Governor 10.15.17
8.10.17	8.15.17	SB 623 (Monning, deLeon, Hertzberg, Gloom, Dodd, Hernandez, Stone, Vidak)	Oppose Unless Amended Letter	Water Quality: Safe and Affordable Drinking Water Fund -- AKA Water Tax, would establish a special fund to be administered by the State Water Resources Control Board to assist those who do not have safe drinking water. As written, SB 623 contains several fundamental flaws relating to funding categories and eligibility. If language proposing a statewide tax on water, also known as a public goods charge or ratepayer assessment, is amended into the bill, the bill would become completely unacceptable to public water agencies.	X										Assemblymember Gonzalez Fletcher and Assembly Appropriations Committee, Assemblymember Monning, Cindy Tuck ACWA, Jennifer Galehouse Consultant, John Kennedy Consultant	ACWA	9.1.17 Re-Referred to Committee on Rules as a two-year bill
8.27.17	8.28.17	AB 1668 (Friedman, Hertzberg, Skinner, B. Allen, Wiener)	Oppose Unless Amended Letter (added logo and signature to RWA letter)	Water Management Planning -- would require the State Water Resources Control Board to adopt long-term standards for the efficient use of water, as provided, and performance measures for commercial, industrial, and institutional water use on or before June 30, 2021. Requested language amendments: clearly define, in statute, any enforceable standards for efficient urban water use; encourage development of new types of water supplies, including provision which provides full credit for potable reuse and a sufficient allocation in any water budget for recycled water used for irrigation; include a standard for indoor residential use of no less than 55 GPCD; to either remove the annual reporting requirement or ensure that water suppliers will be provided with the resources necessary to calculate accurate water use objectives; require the establishment of variances and implementation processes that account for unique local conditions as well as technical, economic, and administrative feasibility; to shift their emphasis away from providing new punitive enforcement authorities to state agencies and toward technical assistance and information-sharing, along with appropriate authorities to ensure that reporting, planning and other requirements are satisfied.	X										Assemblymember Friedman	Regional Water Authority	9.15.17, Re-Referred to Committee on Rules, making the measure a two-year bill

Date Requested	Date Sent	Bill Number	Type of Letter	Subject/Topic	DSRSD Signature GM	DSRSD Signature BOD Pres	DSRSD Signature Ops Mgr	DSRSD Signature Eng Mgr	Senator Feinstein	Senator Boxer	State Senator Glazer***	Congressman Swalwell	Governor Brown	Assemblymember Baker***	Other Recipients	Party, Organization Requesting Letter	Notes/Status
8.27.17	8.28.17	SB 606 (Skinner, Friedman, Hertzberg)	Oppose Unless Amended Letter (added logo and signature to RWA letter)	This bill would require the State Water Resources Control Board to adopt long-term standards for the efficient use of water, as provided, and performance measures for commercial, industrial, and institutional water use on or before June 30, 2021. Requested language amendments: clearly define, in statute, any enforceable standards for efficient urban water use; encourage development of new types of water supplies, including provision which provides full credit for potable reuse and a sufficient allocation in any water budget for recycled water used for irrigation; include a standard for indoor residential use of no less than 55 GPCD; to either remove the annual reporting requirement or ensure that water suppliers will be provided with the resources necessary to calculate accurate water use objectives; require the establishment of variances and implementation processes that account for unique local conditions as well as technical, economic, and administrative feasibility; to shift their emphasis away from providing new punitive enforcement authorities to state agencies and toward technical assistance and information-sharing, along with appropriate authorities to ensure that reporting, planning and other requirements are satisfied.	X										Senator Hertzberg, Senator Nancy Skinner	Regional Water Authority	Passed in Senate; Ordered to Third Reading in Assembly (eligible for floor debate and final vote)
9.1.2017		Senate Concurrent Resolution 80	Support	Establishes Water Professionals Appreciation Week, an annual event that begins on the first Saturday of October and ends on the Sunday of the following weekend and encourages public water and wastewater agencies to offer tours, open houses, and other events during that time to educate Californians on the important functions of those agencies.											Dodd	ACWA, CASA, WaterReuse, CSDA,	
9.11.17	9.12.17	N/A	Comment Letter	Regarding proposed regulations for Surface Water Augmentation (SWA), DSRSD encouraged the SWRCB to consider several comments to the proposed SWA regulations that promote and facilitate the implementation of recycled water projects while protecting public health and the environment.	X										Jeanine Townsend, State Water Resources Control Board; A. Flores, Zone 7; D. Martin, City of Pleasanton; H. Ling, City of Livermore; F. Vallejo, Cal Water; A. Salvesson, Carollo Engineers	Portable Reuse Project Management Group	Not Sent to Baker and Glazer per D. McIntyre
9.12.17	9.13.17	SB 205 (Senate Governance and Finance Committee)	Support Letter	Local Government Omnibus Act of 2017 -- Letter requesting Governor Brown's signature. The Senate Governance & Finance Committee made the requested change to Section 16 which updates a cross-reference in Public Contract Code section 22050 to correspond to the current sections of the Public Contract Code that govern public works contracting procedures for community services districts.	X								X		Members, Senate Governance & Finance Committee (Senators: McGuire, Nguyen, Beall, Hernandez, Hertzberg, Lara, Moorlach) Anton Favorini-Csorba, Committee Consultant and Ryan Eisberg, Senate Republican Caucus	Carl Nelson, General Counsel for DSRSD	Approved by Governor 9.30.17; Chaptered by Secretary of State 9.30.17

Date Requested	Date Sent	Bill Number	Type of Letter	Subject/Topic	DSRSD Signature GM	DSRSD Signature BOD Pres	DSRSD Signature Ops Mgr	DSRSD Signature Eng Mgr	Senator Feinstein	Senator Boxer	State Senator Glazer***	Congressman Swalwell	Governor Brown	Assemblymember Baker***	Other Recipients	Party, Organization Requesting Letter	Notes/Status
9.11.17	9.13.17	AB 1668 (Friedman, Hertzberg, Skinner, B. Allen, Wiener)	Oppose Unless Amended	Water Management Planning -- Added signature/logo to RWA letter regarding water management planning											Floor Alert	Regional Water Authority	Re-Referred to Committee on Rules, making the measure a two-year bill
9.11.17	9.13.17	SB 606 (Skinner, Friedman, Hertzberg)	Oppose Unless Amended	Water Management Planning -- Added signature/logo to RWA letter regarding water management planning											Floor Alert	Regional Water Authority	Passed in Senate; Ordered to Third Reading in Assembly (eligible for floor debate and final vote)
	9.20.17	AB-574 (Quirk)	Request for Signature	Potable Reuse -- Advances the state toward its water recycling goals with the potential to provide an additional 1.1 million acre fee of water per year, enough water to serve more than 8 million Californians by 2020.	X								X		Jennifer West, WateReuse	WateReuse California	Signed by the Governor 10.6.17

*** cc Catharine Baker on all letters... she encourages us to let her know how we feel about everything, and her staffer Kevin Murray. *** Also CC Glazer and his staffer who covers W/WW/RW issues John Ackler on all letters we send.

Notes/Status
<http://www.leginfo.ca.gov/bilinfo.html> and
www.gov.ca.gov/news



California

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SCR-80 Water Professionals Appreciation Week. (2017-2018)

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Senate Concurrent Resolution No. 80

CHAPTER 159

Relative to water professionals.

[Filed with Secretary of State September 19, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SCR 80, Dodd. Water Professionals Appreciation Week.

This measure would proclaim the first week of October, beginning on the first Saturday of the month and ending on the Sunday of the following weekend, Water Professionals Appreciation Week, and would encourage public water and wastewater agencies to offer tours, open houses, and other events during that time to educate Californians on the important functions of those agencies.

Fiscal Committee: no

WHEREAS, Water is the lifeblood of California, without safe and reliable water, no community and no sector of the economy—from agriculture to high tech to manufacturing—can thrive or expand; and

WHEREAS, Thanks to technological advances by water professionals and the dedication of thousands of water industry professionals in the state, California drinking water and treated wastewater meet some of the most stringent water quality standards in the nation; and

WHEREAS, Depending on where you live in California, your water may come from a nearby well or river, or it may travel hundreds of miles through canals or pipelines to reach your tap; and

WHEREAS, Regardless of where it originates, your drinking water is filtered, cleaned, tested, and distributed in a process carefully managed by water professionals; and

WHEREAS, Public water systems actively serve Californians, delivering six billion gallons of safe drinking water each day through an extensive network of pipelines and distribution systems; and

WHEREAS, Roughly four billion gallons of wastewater is managed each day through 100,000 miles of sanitary sewers and more than 900 wastewater treatment plants in California, protecting communities and reducing toxic chemicals and nutrient buildup in California's surface waters and the entire west coast of the state; and

WHEREAS, California is steadily expanding the reuse of treated wastewater and pioneering the use of advanced purified recycled water to replenish aquifers, prevent seawater intrusion, and improve local water supply resiliency; and

WHEREAS, Water professionals at local public water and wastewater agencies work 24 hours a day, seven days a week to plan for the future, maintain and upgrade their systems, and improve the safety and resiliency of local water supplies; and

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WHEREAS, According to the Public Policy Institute of California, local public water and wastewater agencies invest more than \$25 billion a year on programs and projects that protect the public health and the environment, improve local water supply reliability, replenish and clean up groundwater basins, provide water for fire protection, and protect against floods; and

WHEREAS, Thousands of water, wastewater, and recycled water industry professionals in the state dedicate their careers to keeping drinking water, recycled water, and treated wastewater safe and reliable for use by Californians; and

WHEREAS, The Association of California Water Agencies, WaterReuse California, California Municipal Utilities Association, California Water Association, and California Association of Sanitation Agencies acknowledge and celebrate the work of the professionals employed by their agency members; now, therefore, be it

Resolved by the Senate of the State of California, the Assembly thereof concurring, That the Legislature designates Water Professionals Appreciation Week during the month of October each year, beginning on the first Saturday of the month and ending on the Sunday of the following weekend, and encourages public water agencies and wastewater agencies to offer tours, open houses, and other events during that time to educate Californians on the important functions of those agencies; and be it further

Resolved, That the Legislature encourages residents to learn about the water and wastewater industries in California and consider careers in this important field; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the author for appropriate distribution.



POLICY

Dublin San Ramon Services District

Policy No.:	P100-14-6	Type of Policy:	Board Business
Policy Title:	Legislative Advocacy		
Policy Description:	Taking Positions on Federal and State Legislation and City and County Ordinances		
Approval Date:	Aug 19, 2014	Last Review Date:	2014
Approval Resolution No.:	48-14	Next Review Date:	2018
Rescinded Resolution No.:	55-03	Rescinded Resolution Date:	Nov 18, 2003

It is the policy of the Board of Directors of Dublin San Ramon Services District:

It is the policy of the District to take positions, when appropriate, on Legislation and furthermore, that the District's position on Legislation shall be developed in accordance with the procedures set forth below.

In furtherance of the above policy, the following process shall be used to determine when and how the District will take a position on Legislation:

1. The General Manager shall periodically review pending Legislation and assess its applicability to the District. The General Manager shall take advantage of the District's membership in CASA, ACWA, WaterReuse, CSDA, AWWA, WEF and the Chambers to become aware of Legislation which may be applicable to the District. The General Manager may also use other resources and sources of information to become aware of Legislation which may be applicable to the District.
2. The General Manager shall characterize applicable Legislation as either having direct and significant bearing on the District, being of only general interest and applicability to the District, or of having no interest or applicability to the District.
3. If Legislation has a direct and significant bearing on the District, the General Manager shall present the Legislation to the Board, along with a recommendation from the General Manager for the position to be taken by the District and for the manner in which the District will express that position.
4. If Legislation is of only general interest and applicability to the District, and a position has been taken on the legislation by one of the organizations in which the District is a member such as but not limited

to CASA, ACWA, WateReuse, etc. (“Member Organization”) and that Member Organization requests that the District take action advocating its position, the General Manager may, in consideration of the need for the District to actually take a position on the Legislation given the District’s interest, and in further consideration of available District resources, take the position advocated by the Member Organization on behalf of the District. If the General Manager does so, a summary of the actions taken and the correspondence sent in support of positions taken by a Member Organization shall be communicated to the Board of Directors as soon as practical.

5. If legislation has a direct and significant bearing on the District, the District’s Board of Directors, in consideration of the General Manager’s recommendation, shall determine the position to be taken by the District and the manner in which the District will express that position.
6. If, in the General Manager’s opinion, it becomes necessary for the District to express its position on direct and significant Legislation, and if there is insufficient time for the procedures set forth herein to be followed, the General Manager shall draft a letter stating the District’s position on the Legislation and circulate said letter to all Board Members requesting comment before the end of the ensuing business day. In the event that at least two Board Members object to the position proposed by the General Manager, a special meeting of the Board of Directors shall be scheduled to review the position proposed by the General Manager. In those very rare instances that the General Manager determines that it is critical for the District to take a position on Legislation and there is insufficient time in which to either circulate a draft letter as above and/or to schedule a special meeting of the Board as described herein, the General Manager is hereby authorized to state a position of the District that he/she believes to be in the overall best interests of the District after due consideration of input he or she may have received from any Board Member, and is hereby directed to notify all members of the Board of Directors of his or her actions as soon as practicable.
7. If the District takes a position on Legislation, it shall be one of the following positions which positions shall have the meaning described:
 - A. Support: The Legislation, if passed, will have a direct, significant and positive effect on the District.
 - B. Support if Amended: The Legislation, if amended to address specific shortcomings identified by the District, will have a direct, significant and positive effect on the District.
 - C. Neutral: The Legislation does not have a direct, significant and positive or detrimental effect on the District. The District may identify its position as neutral if asked.
 - D. Oppose Unless Amended: The Legislation, unless amended to address specific shortcomings identified by the District, will have a direct, significant and detrimental effect on the District.

DSRSD Policy

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Policy No.: P100-14-6

Policy Title: Legislative Advocacy

E. Oppose: The Legislation, if passed, will have a direct, significant and detrimental effect on the District.

8. Allowable actions for expressing a position other than neutral include sending letters to legislators and others, contacting legislators, offering direct testimony, and/or similar efforts in support of the District’s taken position.



TITLE: Cast DSRSD Ballot for Association of California Water Agencies (ACWA) Positions of President and Vice President and Proposed Changes to Bylaws

RECOMMENDATION:

Staff recommends the Board of Directors designate, by Motion, a member of the Board, or the General Manager, to cast the District’s ballot regarding the Association of California Water Agencies (ACWA) positions of President and Vice President and proposed changes to ACWA’s bylaws.

SUMMARY:

Every two years, ACWA holds an election for the ACWA Board positions of President and Vice President. The process begins with member agencies nominating candidates for these two positions. Then the ACWA Nominating Committee interviews the candidates and makes a recommendation to the membership. This election, while both positions were uncontested, it’s possible that someone could be nominated from the floor prior to the vote. Such nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding a nomination.

The Association of California Water Agencies (ACWA) Nominating Committee met and interviewed the candidates: Steven LaMar for ACWA Vice President and Brent Hastey for ACWA President (see Attachment 3 for Brief Biographies of ACWA Candidates). A third candidate submitted an application, but he failed to show for the interview. The Nominating Committee was headed by Past President John Coleman (East Bay Municipal Utilities District Director) and included DSRSD’s Community Affairs Supervisor Sue Stephenson and eight other individuals from member agencies throughout California. The Committee recommends current Vice President Brent Hastey for ACWA President and current Federal Affairs Committee Chair Steven LaMar for ACWA Vice President, and DSRSD staff concurs.

The ACWA offices of President and Vice President will be formally nominated and elected during the General Session Membership Meeting at the 2017 Fall Conference in Anaheim, CA, on Wednesday, November 29, in the Platinum Ballroom of the Marriott Anaheim at 1:20 p.m. ACWA will issue each member agency present one proxy card for voting purposes based on the designated voting representative identified by the member agency on the proxy designation form. The designated voting representative is required to register and sign as the proxy holder to receive the proxy card. Proxy cards will only be available for pick-up on Wednesday, November 29, between 9:00 a.m. and 12:00 p.m. at the ACWA General Session Desk in the main foyer outside of the Marquis Ballroom Center, Marriott Anaheim. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

In addition to casting the District’s vote for President and Vice President, member agencies are also asked to vote on proposed amendments to ACWA’s Bylaws (see Attachment 1 for the list of proposed amendments to ACWA’s bylaws and the rationale for the changes).

The Board needs to designate who will cast the District’s ballot. If no Boardmember is attending the meeting, per the District’s “Casting District Ballots” policy (Attachment 2), the General Manager can cast the District’s vote when matters are “non-substantial.” The uncontested elections for President and Vice President and the proposed changes to the by-laws are “non-substantial.”

Originating Department: Executive Services	Contact: S. Stephenson	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Proposed Changes to ACWA Bylaws Attachment 2 - Casting District Ballots policy Attachment 3 – Brief Biographies of ACWA Candidates	
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Proposed Changes to ACWA Bylaws

Article 7 – Standing Committees

1. **Section 4. Committee Composition.** Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committee subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

2. **Committee Composition Terms in Sections 5 through 17.**

Rationale. Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term best applies for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the bylaws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the bylaws).

Staff Response: Staff revised the terms in the committee section descriptions (Sections 5 through 17) to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis. **(See attached bylaws for proposed amendments to these sections.)**

3. **Section 5. Agriculture Committee.** There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.

Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA’s agricultural members has successfully generated momentum amongst ACWA’s agricultural members and a renewed attention to and

involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

4. **Section 12. Legal Affairs Committee.** There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to members of the Association agencies, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the members of the Association agencies and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between ~~35~~ 34 and ~~45~~ 44 attorneys, each of whom shall be a member of the California Bar and shall be, or act as, counsel for a member of the Association agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee.~~ The committee shall consist of a least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition, above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

Article 9 – Meeting of Members

5. **Section 8. Amendments, Revisions, and Resolutions.** Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five not less than 10 days or more than 90 days~~ prior to presentation at such meeting. ~~The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3.~~ The 30 90-day rule may be suspended at any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections 3 5 and 4 6 of this Article.

Rationale: Staff recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide the Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the bylaws. **Note: Staff typically notifies ACWA members at least 45 days prior to a given membership meeting to allow the member agency boards adequate time to designate their authorized voting representative.**

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, workgroup members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

The Board of Directors recommends adoption of the proposed amendments to ACWA's Bylaws through a vote of the membership.



POLICY

Dublin San Ramon Services District

Policy No.:	P100-14-5	Type of Policy:	Board Business
Policy Title:	Casting District Ballots		
Policy Description:	Election of officers and other matters in organizations of which the District is a member		
Approval Date:	Aug 19, 2014	Last Review Date:	2014
Approval Resolution No.:	47-14	Next Review Date:	2018
Rescinded Resolution No.:	19-06	Rescinded Resolution Date:	May 16, 2006

It is the policy of the Board of Directors of Dublin San Ramon Services District:

That the District actively participate in the governance of those organizations in which the District is a member (including but not limited to ACWA, CASA, Alameda County Special District Association, CSDA, East Bay Alliance for Development, etc.), doing so in a manner that protects and furthers the interests of the District and its ratepayers, and further that this is done in a way that provides appropriate opportunity for public debate of matters of substance related to the governance of those organizations while at the same time streamlining the administration of this effort.

Accordingly, when organizations in which the District is a member solicit the District's vote, the matter shall be processed as follows:

For matters that are **Non-Substantial**¹ the General Manager shall make a tentative decision as how to cast the District's vote. The General Manager shall inform the Board of his intentions on the matter. If any Boardmember objects to the General Manager's tentative decision, they shall inform the General Manager of their objection and their reasons for doing so within 72 hours of being informed by the General Manager. If no Boardmember so objects, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers so object, the matter shall be considered "Substantial" and be processed as described below.

¹ Non-substantial matters are those items dealing with the routine running of the business of an organization. They include, but are not limited to matters such as changes to by-laws (excepting those changes to by-laws involving general eligibility for membership), 10% or less increase in dues, and uncontested elections (i.e. number of candidates equals the number of seats in the election).

DSRSD Policy
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Policy No.: P100-14-5
Policy Title: Casting District Ballots

Substantial² matters shall be placed on the Consent Calendar of the Board with the General Manager's recommendation. If the timing of the election is such that Board consideration provides insufficient time for action at the next regularly scheduled Board meeting, then the General Manager shall notify the Board of Directors of his tentative decision so as to provide time for a Boardmember to object if they so desire. If any Boardmember objects to the General Manager's tentative decision, that Boardmember shall raise their objection and their reasons for doing so before the end of the ensuing business day of so being informed by the General Manager. If not more than two Boardmembers so object, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers object, a Special Board meeting shall be scheduled, if possible, for Board consideration.

Highly Relevant³ matters shall be placed on the Board Business portion of the agenda for a determination of the District's position.

Authorization and Direction In all cases (non-substantial, substantial and highly relevant), once a decision is made in accordance with this policy, the General Manager is authorized and directed to cast the District's vote in accordance with that decision unless the by-laws of that organization require a person other than the General Manager to cast the vote, in which case by this policy the person so required by the organization is authorized and directed to do so.

General If the timing of the election in any organization is such that the process outlined herein cannot be followed because regular or special Board meetings cannot be scheduled in a timely manner, the General Manager is authorized and directed to cast the District's vote in a manner which the General Manager believes is in the District's best interest. In those cases, the General Manager shall report his action to the Board of Directors at the next Board meeting.

H:\Board\Policies Current\Casting District Ballots.docx

² Substantial matters include but are not limited to changes to the governance structure of the organization (i.e., changes in the number of governing Board seats or the make-up of the governing Board) or changes in by-laws affecting membership in general, dues increases greater than 10%, contested elections (i.e., the number of candidates exceeds the number of available seats) and any non-substantial matter on which at least two Boardmembers duly raise an objection to the General Manager's tentative decision.

³ Highly Relevant matters include any membership matter that would terminate the District's membership, any contested election for which a member of the District's Board of Directors is a candidate.

Brief Biographies of ACWA Candidates

Brent Hastey is presently the chairman of the Board of Directors of the Yuba County Water Agency and former member of the Yuba County Board of Supervisors. He was elected vice president of ACWA in December 2015 after serving on the Region 2 Board. He has served on the boards of Reclamation District 784, Yuba County LAFCO, Regional Council of Rural Counties and the Sacramento Area Council of Governments. In addition to his service in the water management arena, Hastey has worked in higher education both locally and on a statewide level. In 2010, he was elected to the Yuba Community College District, which serves eight counties and spans nearly 4,200 square miles of rural Northern California. He recently was elected to the California Community College Trustee Board, which represents the state's 72 community college districts.

Steven LaMar was appointed to the Irvine Ranch Water District Board of Directors in February 2009 to fill a board vacancy and was subsequently elected to four-year terms in 2010 and 2014. He has served as the chair of the ACWA Federal Affairs Committee for the last two years. He is also a member of the board of directors of several other water-related organizations, including the National Water Resources Association, the Southern California Water Committee, and CalDesal. He is a past board member of the National Water Research Institute, and he is current president of the Natural Communities Coalition, a nonprofit responsible for implementing California's first Natural Community Conservation Plan (NCCP) to protect 37,000 acres of coastal sage scrub habitat and multiple threatened and endangered species.



TITLE: Receive Presentation and Review Zone 7 Water Agency Ozonation Projects

RECOMMENDATION:

Staff recommends the Board of Directors receive a presentation regarding the Zone 7 Water Agency (Zone 7) ozonation projects and provide direction regarding support for the projects.

SUMMARY:

Zone 7 has been evaluating the addition of ozonation at their treatment plants for over a decade and ozonation projects have been included in Zone 7's 10-year CIP updates since Fiscal Year (FY) 2006. The Zone 7 FY 2018-19 Ten-year Water System Capital Improvement Plan (CIP), adopted on October 18, 2017, included ozonation projects at both the Del Valle Water Treatment Plant (DVWTP) and the Patterson Pass Water Treatment Plant (PPWTP). The cost of the projects, excluding the cost of financing, is estimated to be \$40 million for the DVWTP and \$27.53 million for the PPWTP. The DVWTP project will be funded 100% by rates and the PPWTP project will be funded 50% by rates and 50% through connection fees. Zone 7 is pursuing debt financing for the projects through the Drinking Water State Revolving Fund and the issuance of bonds.

The benefits of ozone treatment include:

- More effective disinfection
- Reduction in disinfection by-products
- Enhancement of the water treatment process reducing chemical and sludge handling costs
- Treatment of Contaminants of Emerging Concern
- Treatment of taste and odor causing compounds

A fact sheet on the DVWTP Ozonation Project is attached for reference.

Originating Department: Engineering Services	Contact: J. Zavadil	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – DVWTP Ozonation Project Fact Sheet	
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Del Valle Water Treatment Plant Ozonation Project

The Del Valle Water Treatment Plant (DVWTP), located in southern Livermore, was built in 1974, as a conventional treatment facility able to produce 18 million gallons per day (MGD). In 1988, the plant was expanded with a new treatment process, additional filters, and additional treated water storage. This expansion doubled the original treatment capacity to 36 MGD.

Why is Zone 7 adding ozone treatment at the DVWTP?

The major source of raw water supply for the DVWTP is surface water imported through the Sacramento-San Joaquin River Delta and conveyed via the South Bay Aqueduct, along with local runoff from Del Valle Reservoir. In recent years, treating this water supply with currently installed treatment processes at the DVWTP has become increasingly difficult due to more frequent algae blooms that can cause taste and odor problems, blue-green algae blooms that can produce algal toxins, high levels of organic matter, diurnal fluctuations in temperature and pH, and high alkalinity.

As noted in Zone 7's mission statement, we are "committed to providing a reliable supply of high quality water... in a fiscally responsible, proactive, and environmentally sensitive way." Ozone has many benefits over chlorine, which is the current disinfectant used. Ozone is more effective at treating organic matter, which is naturally present in the source water for the treatment plant. Also, ozone treatment results in less potentially harmful disinfection by-products (DBPs) than chlorine. Other benefits of ozone treatment include reduction of other chemicals used in the treatment process, more effective treatment of taste- and odor-causing compounds, and providing the best technology for treating cyanotoxins produced by blue-green algae and other contaminants of emerging concern (CECs), such as endocrine disruptors and pharmaceuticals.

What is the cost of providing ozone treatment at the DVWTP?

The capital cost of the ozone project at DVWTP is currently estimated at approximately \$40 million dollars. The construction cost of the project is anticipated to be funded through either Drinking Water State Revolving Fund (DWSRF) loans or bonds. The net annual cost to operate and maintain the ozone system is estimated at approximately \$1.1 million dollars per year (in 2017 dollars).

What facilities will be constructed as part of the ozone project at the DVWTP?

The ozone project will include construction or modification of the following facilities:

- New ozone generation building, which will house the ozone generators and the electrical and mechanical rooms
- New ozone contactor structure, which is where the ozone will be applied to the incoming water
- New chemical storage facilities for liquid oxygen (from which ozone will be created) and carbon dioxide (used for pH stabilization, resulting in the lowest effective ozone dose)
- New utility water pump station, which will provide carrier water for the carbon dioxide and cooling water for the ozone generators
- Modifications to the existing filters and chemical systems, including the chlorine ammonia feed points

What is the anticipated project schedule?

The following is a timeline of actions taken by the Zone 7 Board regarding the ozone project at the DVWTP and an anticipated schedule for project completion:

- The project has been included in the 10-year Capital Improvement Plan (CIP) since fiscal year (FY) 2006/07
- The project was included in the 2015 Cost of Service Study
- Contracts for the design phase awarded in May 2016
- Submittal of the funding application for the DWSRF authorized by the Zone 7 Board in November 2016
- Resolutions for the DWSRF application adopted by the Zone 7 Board in April 2017
- Contracts for pre-construction management support services awarded in July 2017
- [Initial Study/Mitigated Negative Declaration](#) adopted by the Zone 7 Board in October 2017
- Design completion anticipated in December 2017
- Construction to begin approximately May 2018
- Construction to be completed in early 2020

For additional questions, please contact Brandon Woods at bwoods@zone7water.com or (925) 454-5078.



TITLE: Approve Amendment No. 1 to the Individual Agreements for Personal Services between Carol A. Atwood, Jeff R. Carson, and Judy A. Zavadil and Dublin San Ramon Services District

RECOMMENDATION:

The General Manager recommends the Board of Directors approve, by separate Resolutions (3), Amendment No. 1 to the individual Personal Services Agreements with Carol A. Atwood, Jeff R. Carson, and Judy A. Zavadil.

SUMMARY:

The District entered into personal services agreements (PSA) with Judy Zavadil as Engineering Services Manager on July 20, 2016, Carol Atwood as Administrative Services Manager on September 26, 2016, and Jeff Carson as Operations Manager on December 5, 2016. The General Manager has met and conferred with each Manager and has agreed on revised terms related to wages, benefits and other terms and conditions of employment, as outlined in the proposed PSA amendments for your review this evening. As such, the General Manager desires to amend the Agreements to adjust compensation based on a fixed cost of living increase of 2.75% (changed from using the change in Consumer Price Index (CPI) from October to October) and award a merit increase in accordance with the PSAs. Also, the Managers have agreed to the District’s proposal for a new medical insurance contribution rate based on the 2018 CalPERS Kaiser rate (starting in Calendar year 2018), as described in these proposed amendments, as well as a new waiver of coverage option which provides for \$350 per month toward the Manager’s deferred compensation (should the Manager elect to waive medical insurance coverage). The respective amendments also conform with the direction given by the Board to its negotiator (General Manager in closed session).

These amendments would adjust Senior Management base salaries as follows:

Proposed New Senior Manager Base Salary Eff: 12/18/17			
	Administrative Services Manager	Engineering Services Manager	Operations Manager
Current Base Salary (Monthly)	\$17,043	\$17,379	\$16,229
Current Base Salary (Annual)	\$204,516	\$208,548	\$194,748
Merit Adjustment Amount (%)	3%	2%	6.1%
COLA Adjustment Amount (%)	2.75%	2.75%	2.75%
New Monthly Base Salary	\$18,037.23	\$18,214.06	\$17,693.66
New Annual Base Salary	\$216,446.71	\$218,568.73	\$212,323.91

The increases would become effective on December 18, 2017, which is the first day of the District’s first pay period to occur in calendar year 2018. An oral report will be presented for this item, as required by Government Code Section 54953.

Originating Department: Executive Services	Contact: D. McIntyre	Legal Review: Yes
Cost: Within Budget and provides cost control for future increases	Funding Source: Operating Budget FY18, FY19	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolutions (3) <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	171 of 225	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN CAROL A. ATWOOD AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 58-16 adopted September 20, 2016, this Board approved and authorized execution of an agreement for personal services with Carol A. Atwood as Administrative Services Manager (“The Agreement”); and

WHEREAS, following the General Manager’s performance review of the Administrative Services Manager in September 2017, the District and Carol A. Atwood desire to change certain provisions of the Agreement the District as are set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, “Amendment No. 1 to the Agreement for Personal Services Between Carol A. Atwood and the Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN CAROL A. ATWOOD AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 1 to the Agreement for Personal Services between Carol A. Atwood (“Administrative Services Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of November 2017.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (Administrative Services Manager) (also referred to as “Manager”) dated September 26, 2016 (the “Agreement”) under which Administrative Services Manager has provided services for District; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 1.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Subsection 4.2 under Section 4 titled “AVAILABILITY AND COMMUNICATIONS” of the Agreement is hereby superseded and revised in its entirety and shall read as follows:

“AVAILABILITY AND COMMUNICATIONS

4.2 District Furnished Communication Device The District shall provide Administrative Services Manager with use of a mobile device (e.g. smart phone) with cell phone, text, e-mail, and VPN functionality. Email and VPN functionality will also be provided through use of the District-provided notebook or tablet computer.”

Article 2: Section 12 titled “AMENDMENT” of the Agreement is hereby

superseded and revised in its entirety and shall read as follows:

“**Section 12. AMENDMENT** This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the end of any calendar year, either party may request an amendment to any part of this Agreement. The other party is under no obligation to accept such proposed amendment.”

Article 3: Section 1 and Section 2.2 of Exhibit A titled “COMPENSATION” to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on the first day of the first pay period of calendar year 2018, District shall compensate Manager a base salary of \$18,037.23 per month (\$216,446.71 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the General Manager, Manager’s base salary shall be adjusted effective on the first day of the first pay period of Calendar Years 2019, 2020, and 2021 by 2.75%.

1.3 Annual Merit Increase Adjustment Subject to satisfactory performance and accomplishment of goals as assigned by the General Manager, and at the discretion of the General Manager and upon Board approval, Administrative Services Manager shall be eligible to receive a merit increase in base salary (after cost of living adjustment has been applied), in the amount of three percent (3.0%) effective on the first day of the first pay period of Calendar Year 2019. Administrative Services Manager is not automatically entitled to an annual merit increase adjustment. The General Manager, within his discretion, may still determine no merit increase is warranted.

2. DEFERRED COMPENSATION

2.2 District Matching Contribution Beginning in Calendar Year 2018 and continuing through the end of Calendar Year 2021, the District will match Manager’s voluntary deferrals to the Plan up to an amount equal to two thousand five hundred dollars (\$2,500) per calendar year.

Article 4: Subsections 2.1.1, 2.1.2, and 2.1.5 under Subsection 2.1 (“Medical Insurance”) of Section 2 titled “HEALTH & WELFARE/INSURANCE” of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

2 HEALTH & WELFARE/INSURANCE

2.1 Medical Insurance

2.1.1 Availability The District is committed to providing medical insurance to Manager. The District currently obtains its medical insurance through CalPERS and shall endeavor to continue that coverage through 2021. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a medical insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

2.1.2 Premiums District shall pay Manager’s medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. Manager shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan Manager selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, Manager will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser medical insurance premium rates will be shared 50% by the District and 50% by Manager. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the

increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Manager Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

Manager will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan he or she selects. District Maximum Contribution amounts will be rounded up to the nearest dollar.

2.1.5 Waiver of Coverage Consistent with District’s Share the Savings Program, and subject to any limitations of the law, Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution to Manager’s deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Manager must make the election for herself and Manager’s dependents. This contribution amount to Manager’s deferred compensation 457 plan shall not count toward the District’s deferred compensation match per Exhibit A, Section 2.2 to this Agreement (see Article 2 of this Amendment No. 1).

Article 5: Subsection 4.1 and Subsection 4.2 of Section 4 titled “LEAVE BENEFITS” of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

4.1 Employee Leave Bank (“ELB”)

4.1.1 Definition Employee Leave Bank (“ELB”) is paid leave provided to Manager on an accrual basis to be used for personal time away from work and in accordance with the District’s Personnel Rule for Vacation/ELB.

4.1.2 Employee Leave Bank Accrual Rate Manager shall accrue time in the Employee Leave Bank at the rate of 9.54 hours each biweekly pay period (31 days per year based on eight hour work days, 5 work days per week) which rate of accrual shall increase one (1) day per year on the anniversary of the Manager’s original hire date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight (8) hour work days, 5 work days per week), in accordance with the table below:

Year	Vac	FH	Admin	Total Days	Total Hours	Hours Per PP
1-26 (1st year)	15	5	10	30	240	9.23
27-52 (2nd year)	16	5	10	31	248	9.54
53-78 (3rd year)	17	5	10	32	256	9.85
79-104 (4th year)	18	5	10	33	264	10.15
105-130 (5th year)	19	5	10	34	272	10.46
131-156 (6th year)	20	5	10	35	280	10.77
157-182 (7th year)	21	5	10	36	288	11.08
183-209 (8th year)	22	5	10	37	296	11.38
210-235 (9th year)	23	5	10	38	304	11.69
236-261 (10th year)	24	5	10	39	312	12.00
262-287 (11 th year)	25	5	10	40	320	12.31

4.1.3 Maximum Leave Bank Accrual The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two

years of leave accrual at any given time, and will be based upon the then-existing annual accrual rate.

4.1.4 Employee Leave Bank Sell Back Manager shall have an option to annually sell back up to 80 hours of leave from Manager’s Employee Leave Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least eighty (80) hours remaining after such sell back.

4.1.5 Use of Employee Leave Bank All Employee Leave Bank Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

4.2 Holidays Manager shall be entitled to nine days’ holiday leave (based on eight hour work days) in accordance with District’s personnel rules and regulations pertaining to holidays, as may be amended from time to time.

Article 6: After execution, and subject to Board approval, this Amendment No. 1 shall become effective on November 8, 2017 (“Effective Date”).

Article 7: In all other respects the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and date first hereinabove set forth.

DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

ADMINISTRATIVE SERVICES MANAGER

By: _____
Carol A. Atwood

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JEFF R. CARSON AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 72-16 adopted November 15, 2016, this Board approved and authorized execution of an agreement for personal services with Jeff R. Carson as Operations Manager (“The Agreement”); and

WHEREAS, following the General Manager’s performance review of the Operations Manager in November 2017, the District and Jeff R. Carson desire to change certain provisions of the Agreement the District as are set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, “Amendment No. 1 to the Agreement for Personal Services Between Jeff R. Carson and the Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN JEFF R. CARSON AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 1 to the Agreement for Personal Services between Jeff R. Carson (“Operations Manager”) (also referred to as “Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of November 2017.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (Operations Manager) dated December 5, 2016 (the “Agreement”) under which Operations Manager has provided services for District; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 1.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Subsection 4.2 under Section 4 titled “AVAILABILITY AND COMMUNICATIONS” of the Agreement is hereby superseded and revised in its entirety and shall read as follows:

“AVAILABILITY AND COMMUNICATIONS

4.2 District Furnished Communication Device The District shall provide Operations Manager with use of a mobile device (e.g. smart phone) with cell phone, text, e-mail, and VPN functionality. Email and VPN functionality will also be provided through use of the District-provided notebook or tablet computer.”

Article 2: Section 12 titled “AMENDMENT” of the Agreement is hereby superseded and revised in its entirety and shall read as follows:

“**Section 12. AMENDMENT** This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the end of any calendar year, either party may request an amendment to any part of this Agreement. The other party is under no obligation to accept such proposed amendment.”

Article 3: Section 1 and Section 2.2 of Exhibit A titled “COMPENSATION” to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on the first day of the first pay period of calendar year 2018, District shall compensate Manager a base salary of \$17,693.66 per month (\$212,323.91 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the General Manager, Manager’s base salary shall be adjusted effective on the first day of the first pay period of Calendar Years 2019, 2020, and 2021 by 2.75%.

1.3 Annual Merit Increase Adjustment Subject to satisfactory performance and accomplishment of goals as assigned by the General Manager, and at the discretion of the General Manager and upon Board approval, Operations Manager shall be eligible to receive a merit increase in base salary (after cost of living adjustment has been applied), in the amount of five percent (5.0%) on the first day of the first pay period of Calendar Year 2019. Operations Manager is not automatically entitled to an annual merit increase adjustment. The General Manager, within his discretion, may still determine no merit increase is warranted.

2. DEFERRED COMPENSATION

2.2 District Matching Contribution Beginning in Calendar Year 2018 and continuing through the end of Calendar Year 2021, the District will match Manager’s voluntary deferrals to the Plan up to an amount equal to two thousand five hundred dollars (\$2,500) per calendar year.

Article 4: Subsections 2.1.1, 2.1.2, and 2.1.5 under Subsection 2.1 (“Medical Insurance”) of Section 2 titled “HEALTH & WELFARE/INSURANCE” of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

2 HEALTH & WELFARE/INSURANCE

2.1 Medical Insurance

2.1.1 Availability The District is committed to providing medical insurance to Manager. The District currently obtains its medical insurance through CalPERS and shall endeavor to continue that coverage through 2021. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a medical insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

2.1.2 Premiums District shall pay Manager’s medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. Manager shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan Manager selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, Manager will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser medical insurance premium rates will be shared 50% by the District and 50% by Manager. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the

increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Manager Share of Increase	District Max Contribution
Max. Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

Manager will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan he or she selects. District Maximum Contribution amounts will be rounded up to the nearest dollar.

2.1.5 Waiver of Coverage Consistent with District’s Share the Savings Program, and subject to any limitations of the law, Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution to Manager’s deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Manager must make the election for himself and Manager’s dependents. This contribution amount to Manager’s deferred compensation 457 plan shall not count toward the District’s deferred compensation match per Exhibit A, Section 2.2 to this Agreement (see Article 2 of this Amendment No. 1).

Article 5: Subsection 4.1 and Subsection 4.2 of Section 4 titled “LEAVE BENEFITS” of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

4.1 Employee Leave Bank (“ELB”)

4.1.1 Definition Employee Leave Bank (“ELB”) is paid leave provided to Manager on an accrual basis to be used for personal time away from work and in accordance with the District’s Personnel Rule for Vacation/ELB.

4.1.2 Employee Leave Bank Accrual Rate As of the Effective date of this Agreement, Manager shall accrue time in the Employee Leave Bank at the rate of 9.23 hours each biweekly pay period (30 days per year based on eight hour work days, 5 work days per week) which rate of accrual shall increase one (1) day per year on the anniversary of the Manager’s original hire date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight (8) hour work days, 5 work days per week), in accordance with the table below:

Year	Vac	FH	Admin	Total Days	Total Hours	Hours Per PP
1-26 (1st year)	15	5	10	30	240	9.23
27-52 (2nd year)	16	5	10	31	248	9.54
53-78 (3rd year)	17	5	10	32	256	9.85
79-104 (4th year)	18	5	10	33	264	10.15
105-130 (5th year)	19	5	10	34	272	10.46
131-156 (6th year)	20	5	10	35	280	10.77
157-182 (7th year)	21	5	10	36	288	11.08
183-209 (8th year)	22	5	10	37	296	11.38
210-235 (9th year)	23	5	10	38	304	11.69
236-261 (10th year)	24	5	10	39	312	12.00
262-287 (11 th year)	25	5	10	40	320	12.31

4.1.3 Maximum Leave Bank Accrual The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two years of leave accrual at any given time, and will be based upon the then-existing annual accrual rate.

4.1.4 Employee Leave Bank Sell Back Manager shall have an option to annually sell back up to 80 hours of leave from Manager’s Employee Leave Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least eighty (80) hours remaining after such sell back.

4.1.5 Use of Employee Leave Bank All Employee Leave Bank Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

4.2 Holidays Manager shall be entitled to nine days’ holiday leave (based on eight hour work days) in accordance with District’s personnel rules and regulations pertaining to holidays, as may be amended from time to time.

Article 6: After execution, and subject to Board approval, this Amendment No. 1 shall become effective on November 8, 2017 (“Effective Date”).

Article 7: In all other respects the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and date first hereinabove set forth.

DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

OPERATIONS MANAGER

By: _____
Jeff R. Carson

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JUDY A. ZAVADIL AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 47-16 adopted July 19, 2016, this Board approved and authorized execution of an agreement for personal services with Judy A. Zavadil as Engineering Services Manager (“The Agreement”); and

WHEREAS, following the General Manager’s performance review of the Engineering Services Manager in October 2017, the District and Judy A. Zavadil desire to change certain provisions of the Agreement the District as are set forth in Amendment No. 1 to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, as follows:

That certain Agreement titled, “Amendment No. 1 to the Agreement for Personal Services Between Judy A. Zavadil and the Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN JUDY A. ZAVADIL AND THE DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT NO. 1 to the Agreement for Personal Services between Judy A. Zavadil (“Engineering Services Manager”) (also referred to as “Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 7th day of November 2017.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (Engineering Services Manager) dated July 20, 2016 (the “Agreement”) under which Engineering Services Manager has provided services for District; and

WHEREAS, the District (by and through its General Manager) has determined that it is in the best interest of District to modify the Agreement with this Amendment No. 1.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Subsection 4.2 under Section 4 titled “AVAILABILITY AND COMMUNICATIONS” of the Agreement is hereby superseded and revised in its entirety and shall read as follows:

“AVAILABILITY AND COMMUNICATIONS

4.2 District Furnished Communication Device The District shall provide Engineering Services Manager with use of a mobile device (e.g. smart phone) with cell phone, text, e-mail, and VPN functionality. Email and VPN functionality will also be provided through use of the District-provided notebook or tablet computer.”

Article 2: Section 12 titled “AMENDMENT” of the Agreement is hereby

superseded and revised in its entirety and shall read as follows:

“**Section 12. AMENDMENT** This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the end of any calendar year, either party may request an amendment to any part of this Agreement. The other party is under no obligation to accept such proposed amendment.”

Article 3: Section 1 and Section 2.2 of Exhibit A titled “COMPENSATION” to the

Agreement are hereby superseded and revised in their entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on the first day of the first pay period of calendar year 2018, District shall compensate Manager a base salary of \$18,214.06 per month (\$218,568.73 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the General Manager, Manager’s base salary shall be adjusted effective on the first day of the first pay period of Calendar Years 2019, 2020, and 2021 by 2.75%.

1.3 Annual Merit Increase Adjustment Subject to satisfactory performance and accomplishment of goals as assigned by the General Manager, and at the discretion of the General Manager and upon Board approval, Engineering Services Manager shall be eligible to receive a merit increase in base salary (after cost of living adjustment has been applied), in the amount of two percent (2.0%) effective on the first day of the first pay period of Calendar Years 2019. Engineering Services Manager is not automatically entitled to an annual merit increase adjustment. The General Manager, within his discretion, may still determine no merit increase is warranted.

2. DEFERRED COMPENSATION

2.2 District Matching Contribution Beginning in Calendar Year 2018 and continuing through the end of Calendar Year 2021, the District will match Manager’s voluntary deferrals to the Plan up to an amount equal to two thousand five hundred dollars (\$2,500) per calendar year.

Article 4: Subsections 2.1.1, 2.1.2, and 2.1.5 under Subsection 2.1 (“Medical Insurance”) of Section 2 titled “HEALTH & WELFARE/INSURANCE” of Exhibit B to the Agreement are hereby revised in their entirety and shall read as follows:

2 HEALTH & WELFARE/INSURANCE

2.1 Medical Insurance

2.1.1 Availability The District is committed to providing medical insurance to Manager. The District currently obtains its medical insurance through CalPERS and shall endeavor to continue that coverage through 2021. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a medical insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

2.1.2 Premiums District shall pay Manager’s medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. Manager shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan Manager selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

The District medical insurance premium Maximum Contribution for calendar year 2018 is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, Manager will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser medical insurance premium rates will be shared 50% by the District and 50% by Manager. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the

increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Manager Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

Manager will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan he or she selects. District Maximum Contribution amounts will be rounded up to the nearest dollar.

2.1.5 Waiver of Coverage Consistent with District’s Share the Savings Program, and subject to any limitations of the law, Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution to Manager’s deferred compensation 457 plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Manager must make the election for herself and Manager’s dependents. This contribution amount to Manager’s deferred compensation 457 plan shall not count toward the District’s deferred compensation match per Exhibit A, Section 2.2 to this Agreement (see Article 2 of this Amendment No. 1).

Article 5: Subsection 4.1 and Subsection 4.2 of Section 4 titled “LEAVE BENEFITS” of Exhibit B to this Agreement are hereby superseded and revised in their entirety and shall read as follows:

4.1 Employee Leave Bank (“ELB”)

4.1.1 Definition Employee Leave Bank (“ELB”) is paid leave provided to Manager on an accrual basis to be used for personal time away from work and in accordance with the District’s Personnel Rule for Vacation/ELB.

4.1.2 Employee Leave Bank Accrual Rate Manager shall accrue time in the Employee Leave Bank at the rate of 10.77 hours each biweekly pay period (35 days per year based on eight hour work days, five work days per week) which rate of accrual shall increase one (1) day per year on the anniversary of the Manager’s original hire date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight (8) hour work days, five work days per week), in accordance with the table below:

Anniversary of Hire Date	Vac	FH	Admin	Total Days	Total Hours	Hours Per PP
2017	20	5	10	35	280	10.77
2018	21	5	10	36	288	11.08
2019	22	5	10	37	296	11.38
2020	23	5	10	38	304	11.69
2021	24	5	10	39	312	12.00
2022	25	5	10	40	320	12.31

4.1.3 Maximum Leave Bank Accrual The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two years of leave accrual at any given time, and will be based upon the then-existing annual accrual rate.

4.1.4 Employee Leave Bank Sell Back Manager shall have an option to annually sell back up to 80 hours of leave from Manager’s Employee Leave

Bank; said option shall be exercised no more than two times in a calendar year provided that there are at least eighty (80) hours remaining after such sell back.

4.1.5 Use of Employee Leave Bank All Employee Leave Bank Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

4.2 Holidays Manager shall be entitled to nine days' holiday leave (based on eight hour work days) in accordance with District's personnel rules and regulations pertaining to holidays, as may be amended from time to time.

Article 6: After execution, and subject to Board approval, this Amendment No. 1 shall become effective on November 8, 2017 ("Effective Date").

Article 7: In all other respects the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and date first hereinabove set forth.

DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: _____
Daniel B. McIntyre, General Manager

ATTEST:

Nicole Genzale, District Secretary

ENGINEERING SERVICES MANAGER

By: _____
Judy A. Zavadil



TITLE: Adopt the New Job Definition and Salary Range for the Water/Wastewater Systems Operations & Maintenance Supervisor and Abolish the Field Operations Supervisor Classification

RECOMMENDATION:

Staff recommends the Board of Directors adopt, by Resolution, the new job definition and salary range for the Water/Wastewater Systems Operations & Maintenance Supervisor and abolish the Field Operations Supervisor classification.

SUMMARY:

In June 2017, the Field Operations Supervisor incumbent provided his notice of resignation from the District. The District has conducted a recruitment process to fill the vacant Field Operations Supervisor position, however the process did not yield a candidate with the level of experience and skills needed by the District to appropriately perform the job functions. As such, the Operations Manager and Human Resources staff reviewed the needs of the Field Operations Division to determine the level of experience, knowledge, and skills that would be required of a supervisor position to effectively manage the division’s operations. Due to the continued growth of the District’s distribution and collections systems, the increase in capital improvement projects and asset management efforts for the distribution and collections systems, and increasing regulatory compliance requirements, it was determined that a higher level of experience, technical and regulatory knowledge, and supervisory skills are needed to manage the Field Operations Division. The new Water/Wastewater Systems Operations & Maintenance Supervisor will replace the Field Operations Supervisor classification and will be responsible for managing the operations and maintenance programs for the distribution and collections systems, be a technical expert in and make appropriate operational decisions related to regulatory requirements for the distribution and collections systems, participate in the technical and operational design review of capital improvement projects for the distribution and collections systems, and serve as the District’s Chief Operator for the water distribution system.

Applicants for the Water/Wastewater Systems Operations & Maintenance Supervisor will be required to have at least an Associate’s Degree in water distribution, wastewater collections, and recycled water distribution systems, or a related field, and seven (7) years of increasingly responsible work experience in the operation and maintenance of a variety of water distribution, wastewater collection and recycled water distribution facilities, including three (3) years in a supervisory capacity. In accordance with the State Water Resources Control Board requirements for the size of the District’s water distribution system, applicants will be required to obtain a D5 Water Distribution Operator certificate and T1 Water Treatment certificate within one (1) year of appointment. Staff believes these new requirements and the higher level of duties will allow the District to attract higher quality applicants who possess the necessary experience and knowledge to effectively manage the Field Operations Division.

The proposed salary range for the new Water/Wastewater Systems Operations & Maintenance Supervisor is set internally equal to the Wastewater Treatment Plant Operations Supervisor, in accordance with the Mid-Management Employees’ Bargaining Unit (MEBU) Memorandum of Understanding (MOU) and District’s compensation structure. The salary range for the Water/Wastewater Systems Operations & Maintenance Supervisor position will be \$12,682 - \$15,413 per month. This new position will be included in the successor MOU and the salary will be reviewed and set in accordance with MOU requirements. Staff has met and consulted with representatives of MEBU on the proposed new job definitions and salary ranges for the Water/Wastewater Systems Operations & Maintenance Supervisor job description. Upon adoption, staff intends to begin recruiting to fill the vacant position in the Field Operations Division.

Originating Department: Administrative Services	Contact: S. Koehler	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Water/Wastewater Systems Operations & Maintenance Supervisor Job Description	
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DUBLIN SAN RAMON SERVICES DISTRICT

JOB DESCRIPTION

Job Title:	Water/Wastewater Systems Operations & Maintenance Supervisor
W/C Code:	7520
FLSA Status:	Exempt
Unit:	Mid-Management
Adopted Date:	November 7, 2017
JD Code:	MWWSOM

DEFINITION

Under general direction of the Operations Manager, manages, administers, and provides direction and oversight of the Field Operations Division for a comprehensive water distribution, wastewater collection, and recycled water distribution operations and maintenance program; manages and coordinates the installation, operation, maintenance, and repair of wastewater collection and water distribution systems including underground lines and related facilities; ensures capital improvement and asset management plans for the distribution and collection systems meet operational and regulatory needs; ensures that division operations and maintenance functions meet all applicable laws, regulations, and District policies; provides professional assistance to District management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies; and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a mid-management level position that oversees and directs all activities of the Field Operations Division, including day-to-day operations, maintenance and repair, short- and long-range planning, and budgeting. Responsibilities include managing the division's activities and coordinating with those of other divisions, accomplishing the complex and varied functions of the division, participating in the technical and operational design review and evaluation of capital improvement project plans for the distribution and collection systems, and proficiently making a wide variety of operational and technical decisions that have District-wide implications in the operation and maintenance of the District's water distribution, wastewater collections, and recycled water distribution systems. The incumbent is accountable for accomplishing divisional planning and operational goals and objectives, and for furthering District goals and objectives within general policy guidelines. The incumbent is the designated Chief Operator as defined under the State Water Resources Control Board certification regulations and receives general direction from the Operations Manager, and exercises general direction to professional, technical, advanced journey level field operators, and administrative staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops, directs, and implements the goals, objectives, policies, procedures, and work standards for the division.
- Establishes and revises the division's operational and maintenance programs and priorities for the water distribution, wastewater collections, and recycled water distribution systems.
- Prepares, administers, and is responsible for the division's budget; forecasts additional funds needed for staffing, equipment, materials, and supplies; and administers the approved budget.
- Authorizes, monitors, and controls expenditures.
- Plans, organizes, administers, reviews, and evaluates the work of professional, technical, administrative and operations and maintenance staff directly and through subordinate levels of supervision.
- Manages the selection, training, professional development, and work evaluation of division staff; creates and implements staff training programs related to the division's functions; authorizes discipline as required; and provides policy guidance and interpretation to staff.
- Ensures the District's water distribution and wastewater collections systems meet all regulatory requirements;
- Develops, reviews, and implements policies and procedures to meet legal requirements and District needs; continuously monitors and evaluates the efficiency and effectiveness of division policies, procedures, and performance; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.

Job Description

- Coordinates activities of staff and the division with those of other District divisions and outside agencies in a manner that leads to maximum efficiency and effectiveness.
- Directs, oversees, and develops the division's work plan; assigns work activities, projects, and programs; monitors work flow; reviews and evaluates work products, methods, and procedures; prepares various staff reports on operations and activities.
- Manages the division's asset management functions for the water distribution and wastewater collections system, including reviewing and assessing system performance and needs; recommending system improvements; overseeing underground line construction and repair, and developing and coordinating division's work plan with other District divisions.
- Reviews capital improvement project plans and specifications for the water distribution and wastewater collections systems to prior to installation and construction to ensure designs meet all regulatory requirements, current and future system needs, and the District's goals and objectives.
- Participates in strategic planning for the District and sets goals for the division to support the strategic plan; develops policies, procedures, and protocols to implement District goals and objectives.
- Implements, oversees, monitors, and evaluates the use and efficiency of computer systems utilized in division operations, including SCADA and GIS; coordinates with staff and other District divisions to maintain and update system settings and records; recommends and implements changes as needed.
- Oversees division's program for basic field sample collection and analyses.
- Exercises authority over and administers water and collections operations and maintenance programs in accordance with direction provided from the Operations Manager.
- Ensures compliance of fluoride addition and established fluoride monitoring plan.
- Performs periodic inspections of all phases of the water distribution, wastewater collection, recycled water distribution systems, and property management activities to ensure the systems operate as planned; recommends alterations and changes in operating procedures as necessary.
- Oversees calls for assistance, and participates in public relations program on behalf of the District related to water distribution, wastewater collection, and recycled water distribution.
- Manages the development or update of the District's collection and distribution system plans and programs; and other plans related to District infrastructure.
- Prioritizes and allocates available resources, reviews and evaluates program and service delivery, makes recommendations for improvement, and ensures maximum effective service provision.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures and other written materials.
- Maintains and directs the maintenance of working and official divisional files.
- Monitors changes in laws, regulations and technology that may affect divisional operations; and implements policy and procedural changes as required.
- Provides technical advice to the District's management and the Board of Directors in area of expertise.
- Keeps Operations Manager fully informed on divisional activities and issues.
- Establishes and ensures compliance with CalOSHA and District operational safety standards and policies.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Supports Total Quality Improvement initiatives by implementing principles into daily division practices and demonstrating such support through the participation in TQI activities and encouraging active participation by staff members.
- Builds and maintains positive working relationships with co-workers, other District employees, and the public.
- Confers with and represents the division and the District in meetings with members of the Board of Directors, various governmental agencies, developers, contractors, businesses, industrial groups, and the public.
- Drives a motor vehicle.
- Performs other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Description

Knowledge of:

- Management principles and practices, including work planning, goal setting, and program development, implementation, and evaluation.
- Principles and practices of budget development, administration, and control.
- Principles and practices of employee supervision, including staff development, training, and performance evaluation.
- Organization and supervisory practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the division.
- Principles and practices of the development, operation, maintenance, and management of wastewater collection, water distribution, reservoir treatment systems, and related facilities and appurtenances.
- Principles and techniques of capital improvement and asset management functions, including construction, inspection, funding, and long-term maintenance.
- Technical regulations applicable to the operations and maintenance of water distribution and wastewater collections systems.
- Applicable Federal and State laws; District, Department, and Division regulations, codes, policies, and procedures.
- Practices of researching program issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safe work practices and safety regulations, including confined space entry and rescue operations.
- Intermediate mathematics and computer skills including SCADA operating systems.
- Modern office practices, methods, and computer equipment.
- Recordkeeping principles and procedures.
- Computer applications and software programs related to the work, including SCADA and GIS systems.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.

Ability to:

- Develop, administer, coordinate, review, and evaluate a water distribution and wastewater collection system operations and maintenance program.
- Administer programs and the work of staff directly and through subordinate levels of supervision.
- Provide for the selection, training, development, motivation, and work evaluation of staff.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the division.
- Interpret, apply, and explain complex laws, codes, regulations, and ordinances, particularly those relating to water distribution and wastewater collections.
- Prepare and administer budgets; allocate limited resources in a cost effective manner.
- Effectively represent the division and the District in meetings with governmental agencies, professional, regulatory, and legislative organizations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Make sound, independent decisions in day-to-day activities and in emergency situations.
- Analyze, interpret, summarize, and present administrative information, technical information, and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Analyze situations and identify pertinent problems/issues; collect relevant information; evaluate realistic options; and recommend/implement appropriate course of action.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Make accurate arithmetic, financial, and statistical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Maintain attention to detail and accuracy while meeting critical deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Perform work in confined spaces, following required confined space entry procedures.
- Identify and take appropriate action when unusual operating problems occur.
- Use English effectively to communicate in person, over the telephone, and in writing.

Job Description

- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.

EDUCATION and EXPERIENCE

The minimum qualifications and acceptable substitutions described on class specifications represent the typical way to obtain the required knowledge, skills, and abilities to perform the essential duties of the job. Any combination of education, licensing, and/or experience which has provided the knowledge, skills, and abilities necessary to perform the job satisfactorily may qualify the candidates to be considered for open positions in the class specification.

Equivalent to an Associate’s Degree in water distribution, wastewater collection, recycled water distribution systems, or a related field; and seven (7) years of increasingly responsible work experience in the operation and maintenance of a variety of water distribution, wastewater collection, and recycled water distribution facilities, including at least three (3) years in a supervisor capacity.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a Class C Driver's License required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of said driver's license in compliance with established District vehicle operation standards, and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.

Possession of a California State Water Resources Control Board (SWRCB) D5 Water Distribution Operator certification within one (1) year of appointment. Possession of a California State Water Resources Control Board (SWRCB) T1 Water Treatment certification within one (1) year of appointment.

Possession of a California Water Environment Association (CWEA) Collection System Maintenance Level II certification within two (2) years of employment and a California Water Environment Association (CWEA) Collection System Maintenance Level III certification within four (4) years of employment.

DISASTER SERVICE WORKER

All Dublin San Ramon Services District employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

WORK ENVIRONMENT

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk or hear. Incumbents must climb ladders and work at heights. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus. Additionally, the employee is frequently exposed to outside weather conditions. The

Job Description

employee is occasionally exposed to confined spaces; fumes or airborne particles; toxic or caustic chemicals; extreme cold; extreme heat; and risk of electrical shock or mechanical hazards. Employees in this classification may perform duties that involve a potential risk of exposure to blood borne pathogens. In addition, employees use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment and work in heavy vehicle traffic conditions. The noise level in the work environment is usually loud. The employee works in an office environment, which is temperature controlled. Works at heights, including reservoir ladders.

PHYSICAL DEMANDS

STANDING

Average Frequency: Up to 1 hour.
Duration: Seconds to 15 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.
Description: Performs while supervising and overseeing work activities, communicating with coworker, contractors or public during informal meetings, operating standard office equipment, accessing file drawers or shelves, perform field inspections and performing other described job duties.

WALKING

Average Frequency: 1 to 2 hours.
Duration: Seconds to 10 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.
Description: Performs while supervising and overseeing work activities, within buildings, to and from offices, relocating files/paperwork or office supplies, using a cart or dolly and performing other described job duties.

SITTING

Average Frequency: Up to 6 hours.
Duration: 30 minutes to 1 hour at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Cushioned vehicle seat or office chair.
Description: Performs while performing various desk station activities including using a computer, reading or writing, driving a vehicle, during meetings and performing other described job duties.

KNEELING/CROUCHING/SQUATTING

Average Frequency: 1 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Up to 10 times.
Duration: Seconds at a time.
Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.

Job Description

Description: Performs while performing field inspections, retrieving or positioning paperwork, files or boxes on and off upper shelves, drawers or ground level and performing other described job duties.

CRAWLING

Not a job requirement.

LAYING ON BACK/STOMACH

Not a job requirement.

CLIMBING/BALANCING

Average Frequency: 10 to 20 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A.
Surfaces: Stair or ladder steps, vehicle floorboard.
Description: Performs while ascending or descending stairs to access plant sites or an office trailer, entering or exiting a vehicle cab, one step, ascending or descending ladders to access reservoirs, up to 30 feet.

REACHING

• **Above Shoulder Level:**

Average Frequency: 1 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while accessing or placing files, paperwork and related items on and off upper shelves. Unilateral or bilateral upper extremities from less than full-to-full extensions at each occurrence. A variable to reaching above shoulder level includes employee's height.

• **Between Waist and Shoulder Level:**

Average Frequency: 3 to 4 hours.
Duration: Seconds to 20 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while utilizing a computer keyboard input device to enter or retrieve data, which includes reaching within the primary reach zone, operating standard office equipment including a copy or fax machine, handling office supplies, driving a vehicle in conjunction with maneuvering a steering wheel, using a cart or dolly to transport office supplies, possibly during field inspections, and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

• **Below Waist Level:**

Average Frequency: 1 to 2 times.

Job Description

Duration: Seconds at a time.
Maximum Frequency: Up to 10 times.
Duration: Seconds at a time.
Description: Performs while performing field inspections, retrieving or positioning paperwork, files or boxes on and off upper shelves, drawers or ground level and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

PUSHING/PULLING

Average Frequency: 2 to 4 times.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while opening or closing file cabinet drawers, using a dolly or cart to transport file boxes or related items, and performing other described job duties. Unilateral or bilateral arm use.

TWISTING/ROTATING

• **Waist:**

Average Frequency: 0 to 5 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs possibly during field inspections.

• **Neck:**

Average Frequency: 1 to 2 hours.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, performing general office tasks, during field inspections, driving and performing other described job duties.

• **Wrists:**

Average Frequency: Up to 15 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling office supplies, paperwork, possibly during field inspections and performing other described job duties. Unilateral or bilateral hand use.

BENDING

• **Waist:**

Average Frequency: 0 to 5 minutes.

Job Description

Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs possibly during field inspections.

• **Head/Neck:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, reading, writing and reviewing paperwork, operating standard office equipment, performing general office tasks, during field inspections and performing other described job duties.

• **Wrists:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, handling office supplies and paperwork, driving in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral hand use.

LIFTING/CARRYING

0 to 10 lbs.

Objects: Chlorine analyzer test kit, camera, writing utensils, paperwork/files, telephone handset, office supplies, standard office tools and other related items.
Average Frequency: 3 to 4 hours.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 15 minutes at a time.
Distance: 0 to 100 feet.
Height: Ground to shoulder or above.
Description: Performs while utilizing testing equipment, writing utensil to complete paperwork, using a telephone, handling paperwork or files, office supplies, and other related items.

11 to 25 lbs.

Objects: File box.
Average Frequency: 1 time per month.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 5 minutes at a time.
Distance: Up to 5 feet.
Height: Ground to waist level.
Description: Performs while retrieving and relocating a file box, as needed.

26 to 50 lbs.

Job Description

Objects: SCBA Equipment, up to 35 lbs.
Average Frequency: 1 to 2 times per year
Maximum Frequency: Average frequency is consistent.
Duration: up to 15 minutes at a time.
Distance: Up to 50 feet.
Height: Ground to shoulder level.
Description: Performs while wearing SCBA equipment during trainings.

51 to 75 lbs.

Not a job requirement.

76 to 100 lbs.

Not a job requirement.

100+ lbs.

Not a job requirement.

SIMPLE GRASPING

Average Frequency: 3 to 5 hours.
Duration: Seconds to 15 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling paperwork or files, handling office supplies, using a telephone handset, driving in conjunction with maneuvering a steering wheel, using a cart or dolly, possibly during field inspections, performing other described job duties. Unilateral or bilateral hand use.

POWER GRASPING

Average Frequency: 1 time per month.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while retrieving and relocating SCBA equipment or file box, as needed. Bilateral hand use.

FINE MANIPULATION

Average Frequency: 1 ½ to 2 ½ hours.
Duration: Seconds to 20 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A.
Description: Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes a combination of fine manipulation and simple grasping, sorting and handling paperwork, pressing telephone buttons to make outgoing calls, operating office equipment by pressing buttons, using writing utensils to complete paperwork, using a digital camera and performing other described job duties. Unilateral or bilateral hand use.

Job Description

MACHINES/TOOLS

- Writing utensils
- Computer
- Standard office equipment including copy and fax machines, scanners and printers
- Telephone
- Standard office tools including staplers, stapler removers and other related items
- Vehicle
- Camera
- Cart or dolly

PERSONAL PROTECTIVE EQUIPMENT

- Depending on the exposure, the employee is required to wear hearing, foot, eye, respiratory, self-contained breathing apparatus, head protection.

WEIGHTS AND MEASURES

Items Weighed:

- File box (full) – 30 lbs.
- SCBA with case – 35 pounds; without case – 30 pounds

NOTICE: The Examples of Functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT TO ADOPT THE NEW JOB DEFINITION AND SALARY RANGE FOR THE WATER/WASTEWATER SYSTEMS OPERATIONS & MAINTENANCE SUPERVISOR AND ABOLISH THE FIELD OPERATIONS SUPERVISOR CLASSIFICATION

WHEREAS, the Board of Directors has authority to establish job titles, job definitions and salaries, and provide for the General Manager to define and establish duties and requirements for each class specification in the classified services as described in Resolution No. 6-90; and

WHEREAS, the District has a vacant, full-time supervisor position in the Field Operations Division; and

WHEREAS, the Operations Manager has determined that a higher level supervisor classification would better serve the business needs of the Field Operations Division than the current Field Operations Supervisor classification; and

WHEREAS, the new job definition and salary range for the Water/Wastewater Systems Operations & Maintenance Supervisor requires a higher level of duties, supervision, and technical and regulatory understanding of water distribution and wastewater collections systems; and

WHEREAS, the Water/Wastewater Systems Operations & Maintenance Supervisor job classification is subject to the provisions of the Memorandum of Understanding between the District and the Mid-Management Employees' Bargaining Unit (MEBU), dated December 26, 2011; and

WHEREAS, all meet and confer obligations have been met by the District and MEBU.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, that job definition and salary ranges for Water/Wastewater Systems Operations & Maintenance Supervisor shall be listed as follows:

1. The job definition to be stated "Under general direction of the Operations Manager, manages, administers, and provides direction and oversight of the Field Operations Division for a comprehensive water distribution, wastewater collection, and recycled water distribution operations and maintenance program; manages and coordinates the installation, operation, maintenance, and repair of wastewater collection and water distribution systems including underground lines and related facilities; ensures capital improvement and asset management plans for the distribution and collection systems meet operational and regulatory needs; ensures that division operations and maintenance

Res. No. _____

functions meeting all applicable laws, regulations, and District policies; provides professional assistance to District management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies; and performs other duties as assigned.”

2. The Water/Wastewater Systems Operations & Maintenance Supervisor salary is set to \$12,682/month - \$15,413/month, and all sections of the new job description specify the higher level knowledge and skills required to perform the duties of the position.
3. Abolish the current Field Operations Supervisor classification as listed in Exhibit “A.”

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary



DUBLIN SAN RAMON SERVICES DISTRICT

JOB DESCRIPTION

Job Title:	Field Operations Supervisor
W/C Code:	7520
FLSA Status:	Exempt
Unit:	Mid-Management
Adopted Date:	December 20, 1994
Revised Date:	December 22, 2008 December 9, 2008 September 1, 2016 June 13, 2017
JD Code:	MFOSUP

DEFINITION

Under general direction of the Operations Manager, plans, organizes, and provides direction and oversight for a comprehensive Field Operations Division of the District including water distribution, wastewater collection, recycled water distribution, and property maintenance functions and activities; plans, manages, and coordinates the installation, operations, maintenance, and repair of wastewater collection and water distribution systems including underground lines; ensures that division operations and maintenance functions meet all applicable laws, regulations, and District policies; provides professional assistance to District management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies; and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a mid-management level position that oversees and directs all activities of the Field Operations Division, including day-to-day operations, maintenance and repair, short- and long-range planning including budgeting. Responsibilities include coordinating the activities of the division with those of other divisions and managing and accomplishing the complex and varied functions of the division. The incumbent is accountable for accomplishing divisional planning and operational goals and objectives, and for furthering District goals and objectives within general policy guidelines. The incumbent is the designated Chief Operator as defined under the State Water Resources Control Board certification regulations and receives general direction from the Operations Manager, and exercises general direction to technical and advanced journey level field operations personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the division.
- Prepares, administers, and is responsible for the budget for assigned function; forecasts additional funds needed for staffing, equipment, materials, and supplies; and administers the approved budget.
- Authorizes, monitors, and controls expenditures.
- Plans, organizes, administers, reviews, and evaluates the work of operations and maintenance staff directly and through subordinate levels of supervision.
- Provides for the selection, training, professional development, and work evaluation of division staff; authorizes discipline as required; and provides policy guidance and interpretation to staff.
- Contributes to the overall quality of the division's services by developing, reviewing, and implementing policies and procedures to meet legal requirements and District needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.
- Coordinates activities of staff and the division with those of other District divisions and outside agencies in a manner that leads to maximum efficiency and effectiveness.

- Directs, oversees, and develops the work plan related to assigned function; assigns work activities, projects, and programs; monitors work flow; reviews and evaluates work products, methods, and procedures; prepares various staff reports on operations and activities.
- Participates in strategic planning for the District and sets goals for the division to support the strategic plan; develops policies, procedures, and protocols to implement District goals and objectives.
- Participates in and provides input for the District's capital improvement program, including assisting the engineering department in determining facility construction and upgrade needs and providing project oversight and inspection as required.
- Oversees basic field sample collection and analyses.
- Exercises authority over water and collections operations matters in accordance with direction provided from the Operations Manager.
- Ensures compliance of fluoride addition and established fluoride monitoring plan.
- Performs periodic inspections of all phases of the water distribution, wastewater collection, recycled water distribution systems, and property management activities to ensure the systems operate as planned; recommends alterations and changes in operating procedures as necessary.
- Oversees calls for assistance, and participates in public relations program on behalf of the District related to water distribution, wastewater collection, and recycled water distribution.
- Oversees the development or update of the District's collection and distribution system plans and programs; and other plans related to District infrastructure.
- Prioritizes and allocates available resources, reviews and evaluates program and service delivery, makes recommendations for improvement, and ensures maximum effective service provision.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures and other written materials.
- Maintains and directs the maintenance of working and official divisional files.
- Monitors changes in laws, regulations and technology that may affect divisional operations; and implements policy and procedural changes as required.
- Provides technical advice to the District's management and the Board of Directors in area of expertise.
- Keeps Operations Manager fully informed on divisional activities and issues.
- Establishes and ensures compliance with CalOSHA and District operational safety standards and policies.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Supports Total Quality Improvement initiatives by implementing principles into daily division practices and demonstrating such support through the participation in TQI activities and encouraging active participation by staff members.
- Builds and maintains positive working relationships with co-workers, other District employees, and the public.
- Confers with and represents the division and the District in meetings with members of the Board of Directors, various governmental agencies, developers, contractors, businesses, industrial groups, and the public.
- Drives a motor vehicle.
- Performs other duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of budget development, administration, and accountability.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Organization and supervisory practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned division.
- Principles and practices of the development, operation, maintenance, and management of wastewater collection, water distribution, reservoir treatment systems, and related facilities and appurtenances.

- Principles and techniques of capital improvement construction, inspection, funding, and long-term maintenance.
- Applicable Federal and State laws; District, Department, and Division regulations, codes, policies, and procedures.
- Practices of researching program issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safe work practices and safety regulations, including confined space entry and rescue operations.
- Intermediate mathematics and computer skills including SCADA operating systems.
- Modern office practices, methods, and computer equipment.
- Recordkeeping principles and procedures.
- Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.

Ability to:

- Plan, organize, administer, coordinate, review, and evaluate a water distribution and wastewater collection system operations and maintenance program.
- Administer programs and the work of staff directly and through subordinate levels of supervision.
- Provide for the selection, training, development, motivation, and work evaluation of staff.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the division.
- Interpret, apply, and explain complex laws, codes, regulations, and ordinances.
- Prepare and administer budgets; allocate limited resources in a cost effective manner.
- Effectively represent the division and the District in meetings with governmental agencies, professional, regulatory, and legislative organizations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Make sound, independent decisions in day-to-day activities and in emergency situations.
- Analyze, interpret, summarize, and present administrative information, technical information, and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Analyze situations and identify pertinent problems/issues; collect relevant information; evaluate realistic options; and recommend/implement appropriate course of action.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Make accurate arithmetic, financial, and statistical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Maintain attention to detail and accuracy while meeting critical deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Perform work in confined spaces, following required confined space entry procedures.
- Identify and take appropriate action when unusual operating problems occur.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.

EDUCATION and EXPERIENCE

The minimum qualifications and acceptable substitutions described on class specifications represent the typical way to obtain the required knowledge, skills, and abilities to perform the essential duties of the job. Any combination of education, licensing, and/or experience which has provided the knowledge, skills, and abilities necessary to perform the job satisfactorily may qualify the candidates to be considered for open positions in the class specification.

Equivalent to the completion of the twelfth (12th) grade and five (5) years of increasingly responsible work experience in the operation and maintenance of a variety of water distribution, wastewater collection, and recycled water distribution facilities, including at least two (2) years in a lead capacity.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a Class C Driver's License required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of said driver's license in compliance with established District vehicle operation standards, and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.

Possession of a California State Water Resources Control Board (SWRCB) D5 Water Distribution Operator certification within one (1) year of appointment. Possession of a California State Water Resources Control Board (SWRCB) T1 Water Treatment certification within one (1) year of appointment.

Possession of a California Water Environment Association (CWEA) Collection System Maintenance Level II certification within two (2) years of employment and a California Water Environment Association (CWEA) Collection System Maintenance Level III certification within four (4) years of employment.

DISASTER SERVICE WORKER

All Dublin San Ramon Services District employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

WORK ENVIRONMENT

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk or hear. Incumbents must climb ladders and work at heights. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus. Additionally, the employee is frequently exposed to outside weather conditions. The employee is occasionally exposed to confined spaces; fumes or airborne particles; toxic or caustic chemicals; extreme cold; extreme heat; and risk of electrical shock or mechanical hazards. Employees in this classification may perform duties that involve a potential risk of exposure to blood borne pathogens. In addition, employees use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment and work in heavy vehicle traffic conditions. The noise level in the work environment is usually loud. The employee works in an office environment, which is temperature controlled. Works at heights, including reservoir ladders.

PHYSICAL DEMANDS

STANDING

Average Frequency:	Up to 1 hour.
Duration:	Seconds to 15 minutes at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A

Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.
Description: Performs while supervising and overseeing work activities, communicating with coworker, contractors or public during informal meetings, operating standard office equipment, accessing file drawers or shelves, perform field inspections and performing other described job duties.

WALKING

Average Frequency: 1 to 2 hours.
Duration: Seconds to 10 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.
Description: Performs while supervising and overseeing work activities, within buildings, to and from offices, relocating files/paperwork or office supplies, using a cart or dolly and performing other described job duties.

SITTING

Average Frequency: Up to 6 hours.
Duration: 30 minutes to 1 hour at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Cushioned vehicle seat or office chair.
Description: Performs while performing various desk station activities including using a computer, reading or writing, driving a vehicle, during meetings and performing other described job duties.

KNEELING/CROUCHING/SQUATTING

Average Frequency: 1 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Up to 10 times.
Duration: Seconds at a time.
Surfaces: Tile, carpet, concrete, asphalt, dirt, gravel, mud, metal grating, grass, uneven terrain.
Description: Performs while performing field inspections, retrieving or positioning paperwork, files or boxes on and off upper shelves, drawers or ground level and performing other described job duties.

CRAWLING

Not a job requirement.

LAYING ON BACK/STOMACH

Not a job requirement.

CLIMBING/BALANCING

Average Frequency: 10 to 20 times.
Duration: Seconds at a time.

Maximum Frequency: Average frequency is consistent.
Duration: N/A.
Surfaces: Stair or ladder steps, vehicle floorboard.
Description: Performs while ascending or descending stairs to access plant sites or an office trailer, entering or exiting a vehicle cab, one step, ascending or descending ladders to access reservoirs, up to 30 feet.

REACHING

- **Above Shoulder Level:**

Average Frequency: 1 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while accessing or placing files, paperwork and related items on and off upper shelves. Unilateral or bilateral upper extremities from less than full-to-full extensions at each occurrence. A variable to reaching above shoulder level includes employee's height.

- **Between Waist and Shoulder Level:**

Average Frequency: 3 to 4 hours.
Duration: Seconds to 20 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while utilizing a computer keyboard input device to enter or retrieve data, which includes reaching within the primary reach zone, operating standard office equipment including a copy or fax machine, handling office supplies, driving a vehicle in conjunction with maneuvering a steering wheel, using a cart or dolly to transport office supplies, possibly during field inspections, and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

- **Below Waist Level:**

Average Frequency: 1 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Up to 10 times.
Duration: Seconds at a time.
Description: Performs while performing field inspections, retrieving or positioning paperwork, files or boxes on and off upper shelves, drawers or ground level and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

PUSHING/PULLING

Average Frequency: 2 to 4 times.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A

Description: Performs while opening or closing file cabinet drawers, using a dolly or cart to transport file boxes or related items, and performing other described job duties. Unilateral or bilateral arm use.

TWISTING/ROTATING

- **Waist:**

Average Frequency: 0 to 5 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs possibly during field inspections.

- **Neck:**

Average Frequency: 1 to 2 hours.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, performing general office tasks, during field inspections, driving and performing other described job duties.

- **Wrists:**

Average Frequency: Up to 15 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling office supplies, paperwork, possibly during field inspections and performing other described job duties. Unilateral or bilateral hand use.

BENDING

- **Waist:**

Average Frequency: 0 to 5 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs possibly during field inspections.

- **Head/Neck:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, reading, writing and reviewing paperwork, operating standard office equipment, performing general office tasks, during field inspections and performing other described job duties.

- **Wrists:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, handling office supplies and paperwork, driving in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral hand use.

LIFTING/CARRYING

0 to 10 lbs.

Objects: Chlorine analyzer test kit, camera, writing utensils, paperwork/files, telephone handset, office supplies, standard office tools and other related items.
Average Frequency: 3 to 4 hours.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 15 minutes at a time.
Distance: 0 to 100 feet.
Height: Ground to shoulder or above.
Description: Performs while utilizing testing equipment, writing utensil to complete paperwork, using a telephone, handling paperwork or files, office supplies, and other related items.

11 to 25 lbs.

Objects: File box.
Average Frequency: 1 time per month.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 5 minutes at a time.
Distance: Up to 5 feet.
Height: Ground to waist level.
Description: Performs while retrieving and relocating a file box, as needed.

26 to 50 lbs.

Objects: SCBA Equipment, up to 35 lbs.
Average Frequency: 1 to 2 times per year
Maximum Frequency: Average frequency is consistent.
Duration: up to 15 minutes at a time.
Distance: Up to 50 feet.
Height: Ground to shoulder level.
Description: Performs while wearing SCBA equipment during trainings.

51 to 75 lbs.

Not a job requirement.

76 to 100 lbs.

Not a job requirement.

100+ lbs.

Not a job requirement.

SIMPLE GRASPING

Average Frequency: 3 to 5 hours.
Duration: Seconds to 15 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling paperwork or files, handling office supplies, using a telephone handset, driving in conjunction with maneuvering a steering wheel, using a cart or dolly, possibly during field inspections, performing other described job duties. Unilateral or bilateral hand use.

POWER GRASPING

Average Frequency: 1 time per month.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while retrieving and relocating SCBA equipment or file box, as needed. Bilateral hand use.

FINE MANIPULATION

Average Frequency: 1 ½ to 2 ½ hours.
Duration: Seconds to 20 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A.
Description: Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes a combination of fine manipulation and simple grasping, sorting and handling paperwork, pressing telephone buttons to make outgoing calls, operating office equipment by pressing buttons, using writing utensils to complete paperwork, using a digital camera and performing other described job duties. Unilateral or bilateral hand use.

MACHINES/TOOLS

- Writing utensils
- Computer
- Standard office equipment including copy and fax machines, scanners and printers
- Telephone
- Standard office tools including staplers, stapler removers and other related items
- Vehicle
- Camera
- Cart or dolly

PERSONAL PROTECTIVE EQUIPMENT

- Depending on the exposure, the employee is required to wear hearing, foot, eye, respiratory, self-contained breathing apparatus, head protection.

WEIGHTS AND MEASURES

Items Weighed:

- File box (full) – 30 lbs.
- SCBA with case – 35 pounds; without case – 30 pounds

NOTICE: The Examples of Functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.



TITLE: Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 46-17

RECOMMENDATION:

Staff recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 46-17.

SUMMARY:

Per Resolution No. 46-17, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

The pay schedule has been updated to reflect the new classification and base salary for the Water/Wastewater Systems Operations & Maintenance Supervisor, in accordance with Board approval of the resolution to adopt the new job definition and salary presented earlier on this evening’s Board agenda. Additionally, the pay schedule has been updated to remove the abolished Field Operations Supervisor classification and salary in accordance with the Board approval of the resolution to abolish the classification presented earlier on this evening’s Board agenda. Finally, the pay schedule has been updated to reflect the new classifications and base salaries for the Electrician I/II classifications, in accordance with Board approval of the resolution to adopt the new job definitions and salaries during its regular meeting on October 3, 2017. All updates to the pay schedule have been made as required by CCR, Title 2, Section 570.5.

The regulation specifies that compensation earnable is defined in statute and further clarified by CCR, Title 2, Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to CalPERS.

This pay schedule shall reflect salaries currently in place and previously agreed to by the District in accordance with the various Memoranda of Understanding and the Personal Services Agreements.

Originating Department: Administrative Services	Contact: S. Koehler	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	218 of 225	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 46-17

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 46-17, the Board-adopted pay schedule was approved on September 19, 2017; and

WHEREAS, pursuant to District Code Section 6.10.010(C) the Board has the sole authority to approve job titles and compensation; and

WHEREAS, the Board approved the new job definition and salaries for the Electrician I/II classifications during its regular meeting on October 3, 2017; and

WHEREAS, the District has met and conferred with the Mid-Management Employees' Bargaining Unit to establish a classification and salary for the Water/Wastewater Systems Operations & Maintenance Supervisor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, as follows:

1. That the attached pay schedule titled "DSRSD Pay Schedule," set forth in Exhibit A attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 46-17 is hereby rescinded and attached as Exhibit B.
2. That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of November, 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).
Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

Non-Exempt, Hourly Classifications	Exempt	Code	Effective Date	Resolution #	Monthly Salary					Hourly Pay Rate				
					Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNT CLERK I	H	cack1	12/19/2016	25-16	4,753	4,993	5,240	5,504	5,778	27.4212	28.8058	30.2308	31.7538	33.3346
ACCOUNT CLERK II	H	cack2	12/19/2016	25-16	5,229	5,491	5,766	6,054	6,358	30.1673	31.6788	33.2654	34.9269	36.6808
ACCOUNTANT I	H	pacct1	12/19/2016	10-16	7,283	7,647	8,030	8,431	8,852	42.0173	44.1173	46.3269	48.6404	51.0692
ACCOUNTING TECHNICIAN I	H	cactc1	12/19/2016	25-16	5,798	6,090	6,395	6,714	7,049	33.4500	35.1346	36.8942	38.7346	40.6673
ACCOUNTING TECHNICIAN II	H	cactc2	12/19/2016	25-16	6,378	6,696	7,032	7,384	7,753	36.7962	38.6308	40.5692	42.6000	44.7288
ADMIN ASSISTANT I - CONFIDENTIAL	H	hadas1	12/19/2016	11-16	5,522	5,797	6,088	6,393	6,710	31.8577	33.4442	35.1231	36.8827	38.7115
ADMIN ASSISTANT II - CONFIDENTIAL	H	hadas2	12/19/2016	11-16	6,070	6,374	6,693	7,029	7,380	35.0192	36.7731	38.6135	40.5519	42.5769
ADMINISTRATIVE ANALYST I	H	padan1	12/19/2016	10-16	7,973	8,372	8,792	9,231	9,693	45.9981	48.3000	50.7231	53.2558	55.9212
ADMINISTRATIVE ASSISTANT I	H	cadas1	12/19/2016	25-16	4,808	5,046	5,302	5,566	5,842	27.7385	29.1115	30.5885	32.1115	33.7038
ADMINISTRATIVE ASSISTANT II	H	cadas2	12/19/2016	25-16	5,289	5,556	5,832	6,124	6,430	30.5135	32.0538	33.6462	35.3308	37.0962
ADMINISTRATIVE TECHNICIAN	H	cadmtc	12/19/2016	25-16	6,213	6,526	6,851	7,194	7,554	35.8442	37.6500	39.5250	41.5038	43.5808
ADMINISTRATIVE TECHNICIAN-CONFIDENTIAL	H	hadmtc	12/19/2016	11-16	6,472	6,795	7,133	7,491	7,867	37.3385	39.2019	41.1519	43.2173	45.3865
CO-GENERATION SPECIALIST	H	ccogsp	12/19/2016	25-16	8,341	8,761	9,197	9,659	10,139	48.1212	50.5442	53.0596	55.7250	58.4942
COMMUNITY AFFAIRS SPECIALIST I	H	pcafs1	12/19/2016	10-16	7,642	8,025	8,427	8,847	9,289	44.0885	46.2981	48.6173	51.0404	53.5904
CONSTRUCTION INSPECTOR I	H	ccoin1	12/19/2016	25-16	7,140	7,495	7,871	8,265	8,675	41.1923	43.2404	45.4096	47.6827	50.0481
CONSTRUCTION INSPECTOR II	H	ccoin2	12/19/2016	25-16	7,851	8,243	8,659	9,089	9,543	45.2942	47.5558	49.9558	52.4365	55.0558
CUSTOMER FIELD REPRESENTATIVE I	H	ccfdr1	12/19/2016	25-16	5,407	5,679	5,964	6,261	6,573	31.1942	32.7635	34.4077	36.1212	37.9212
CUSTOMER FIELD REPRESENTATIVE II	H	ccfdr2	12/19/2016	25-16	5,946	6,245	6,560	6,886	7,231	34.3038	36.0288	37.8462	39.7269	41.7173
CUSTOMER SERVICES REPRESENTATIVE I	H	ccsrp1	12/19/2016	25-16	4,724	4,960	5,208	5,469	5,742	27.2538	28.6154	30.0462	31.5519	33.1269
CUSTOMER SERVICES REPRESENTATIVE II	H	ccsrp2	12/19/2016	25-16	5,197	5,459	5,729	6,013	6,315	29.9827	31.4942	33.0519	34.6904	36.4327
CUSTOMER SERVICES REPRESENTATIVE III	H	ccsrp3	12/19/2016	25-16	6,542	6,871	7,215	7,577	7,954	37.7423	39.6404	41.6250	43.7135	45.8885
ELECTRICIAN I	H	celec1	10/4/2017	48-17	6,975	7,324	7,690	8,075	8,479	40.2404	42.2538	44.3654	46.5865	48.9173
ELECTRICIAN II	H	celec2	10/4/2017	48-17	7,674	8,056	8,461	8,883	9,327	44.2731	46.4769	48.8135	51.2481	53.8096
ENGINEERING TECHNICIAN / GIS SPECIALIST I	H	centc1	12/19/2016	25-16	6,535	6,864	7,207	7,567	7,945	37.7019	39.6000	41.5788	43.6558	45.8365
ENGINEERING TECHNICIAN / GIS SPECIALIST II	H	centc2	12/19/2016	25-16	7,189	7,547	7,926	8,322	8,738	41.4750	43.5404	45.7269	48.0115	50.4115
ENVIRONMENTAL CHEMIST I	H	pench1	12/19/2016	10-16	7,507	7,882	8,275	8,692	9,124	43.3096	45.4731	47.7404	50.1462	52.6385
ENVIRONMENTAL COMPLIANCE INSPECTOR I-CLEAN WATER	H	cecic1	12/19/2016	25-16	6,907	7,250	7,614	7,997	8,395	39.8481	41.8269	43.9269	46.1365	48.4327
ENVIRONMENTAL COMPLIANCE INSPECTOR II-CLEAN WATER	H	cecic2	12/19/2016	25-16	7,601	7,978	8,377	8,797	9,234	43.8519	46.0269	48.3288	50.7519	53.2731
ENVIRONMENTAL COMPLIANCE INSPECTOR I-PRETREATMENT	H	cecip1	12/19/2016	25-16	6,907	7,250	7,614	7,997	8,395	39.8481	41.8269	43.9269	46.1365	48.4327
ENVIRONMENTAL COMPLIANCE INSPECTOR II-PRETREATMENT	H	cecip2	12/19/2016	25-16	7,601	7,978	8,377	8,797	9,234	43.8519	46.0269	48.3288	50.7519	53.2731
FLEET MECHANIC	H	cfmech	12/19/2016	25-16	6,836	7,178	7,537	7,913	8,309	39.4385	41.4115	43.4827	45.6519	47.9365
GIS ANALYST I	H	pgisa1	12/19/2016	10-16	8,419	8,840	9,283	9,747	10,233	48.5712	51.0000	53.5558	56.2327	59.0365
HUMAN RESOURCES ANALYST I	H	hhran1	12/19/2016	11-16	8,040	8,441	8,863	9,307	9,772	46.3846	48.6981	51.1327	53.6942	56.3769
HUMAN RESOURCES TECHNICIAN	H	hhrtc	12/19/2016	11-16	6,472	6,795	7,133	7,491	7,867	37.3385	39.2019	41.1519	43.2173	45.3865
INFORMATION SYSTEMS TECHNICIAN I	H	cistc1	12/19/2016	25-16	6,230	6,540	6,869	7,212	7,574	35.9423	37.7308	39.6288	41.6077	43.6962
INFORMATION SYSTEMS TECHNICIAN II	H	cistc2	12/19/2016	25-16	6,851	7,194	7,554	7,933	8,331	39.5250	41.5038	43.5808	45.7673	48.0635
INFORMATION TECHNOLOGY ANALYST I	H	pitan1	12/19/2016	10-16	8,595	9,022	9,473	9,947	10,445	49.5865	52.0500	54.6519	57.3865	60.2596
INSTRUMENTATION TECHNICIAN	H	cinstr	12/19/2016	25-16	7,843	8,237	8,647	9,081	9,536	45.2481	47.5212	49.8865	52.3904	55.0154
JUNIOR ENGINEER	H	pjreng	12/19/2016	10-16	7,983	8,381	8,801	9,239	9,702	46.0558	48.3519	50.7750	53.3019	55.9731
JUNIOR PLANNER	H	pjrpln	12/19/2016	10-16	7,518	7,893	8,286	8,702	9,136	43.3731	45.5365	47.8038	50.2038	52.7077
LABORATORY TECHNICIAN	H	clabtc	12/19/2016	25-16	6,568	6,897	7,240	7,604	7,983	37.8923	39.7904	41.7692	43.8692	46.0558
MAINTENANCE WORKER I	H	cmtwk1	12/19/2016	25-16	5,561	5,837	6,130	6,436	6,759	32.0827	33.6750	35.3654	37.1308	38.9942

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

MAINTENANCE WORKER II	H	cmtwk2	12/19/2016	25-16	6,114	6,421	6,743	7,079	7,432	35.2731	37.0442	38.9019	40.8404	42.8769
MECHANIC I	H	cmech1	12/19/2016	25-16	6,414	6,734	7,072	7,425	7,798	37.0038	38.8500	40.8000	42.8365	44.9885
MECHANIC II	H	cmech2	12/19/2016	25-16	7,054	7,407	7,777	8,168	8,575	40.6962	42.7327	44.8673	47.1231	49.4712
MECHANIC II-CRANE CERTIFIED	H	cmeccc	12/19/2016	25-16	7,232	7,594	7,973	8,372	8,792	41.7231	43.8115	45.9981	48.3000	50.7231
OPERATIONS CONTROL SYSTEM SPECIALIST	H	copcsc	12/19/2016	25-16	8,372	8,792	9,230	9,693	10,176	48.3000	50.7231	53.2500	55.9212	58.7077
OPERATOR-IN-TRAINING	H	cwtptot	12/19/2016	25-16	5,469	5,742	6,029	6,331	6,646	31.5519	33.1269	34.7827	36.5250	38.3423
PROCESS LEAD WWTP OPERATOR IV	H	cwtpt04	12/19/2016	25-16	7,991	8,389	8,808	9,249	9,711	46.1019	48.3981	50.8154	53.3596	56.0250
PROCESS LEAD WWTP OPERATOR V	H	cwtpt05	12/19/2016	25-16	8,389	8,808	9,249	9,711	10,198	48.3981	50.8154	53.3596	56.0250	58.8346
SAFETY TECHNICIAN	H	csafte	12/19/2016	25-16	6,568	6,897	7,240	7,604	7,983	37.8923	39.7904	41.7692	43.8692	46.0558
SENIOR ACCOUNTING TECHNICIAN	H	csactc	12/19/2016	25-16	7,018	7,369	7,735	8,122	8,529	40.4885	42.5135	44.6250	46.8577	49.2058
SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	H	cseetc	12/19/2016	25-16	8,630	9,063	9,513	9,988	10,487	49.7885	52.2865	54.8827	57.6231	60.5019
SENIOR ELECTRICIAN	H	csrelect	12/19/2016	25-16	8,441	8,863	9,306	9,772	10,260	48.6981	51.1327	53.6885	56.3769	59.1923
SENIOR ENGINEERING TECHNICIAN / GIS SPECIALIST	H	csentc	12/19/2016	25-16	7,907	8,303	8,716	9,156	9,611	45.6173	47.9019	50.2846	52.8231	55.4481
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR	H	csreci	12/19/2016	25-16	8,360	8,776	9,215	9,674	10,160	48.2308	50.6308	53.1635	55.8115	58.6154
SENIOR INSTRUMENTATION/CONTROLS TECHNICIAN	H	csrictech	12/19/2016	25-16	9,208	9,669	10,152	10,662	11,195	53.1231	55.7827	58.5692	61.5115	64.5865
SENIOR MECHANIC	H	csrmec	12/19/2016	25-16	7,763	8,148	8,558	8,984	9,432	44.7865	47.0077	49.3731	51.8308	54.4154
SENIOR MECHANIC-CRANE CERTIFIED	H	csrmcc	12/19/2016	25-16	7,954	8,351	8,769	9,208	9,668	45.8885	48.1788	50.5904	53.1231	55.7769
SENIOR WWTP OPERATOR III	H	cswtpt03	12/19/2016	25-16	7,609	7,991	8,389	8,808	9,249	43.8981	46.1019	48.3981	50.8154	53.3596
WASTEWATER TREATMENT PLANT OPERATOR I	H	cwtpt01	12/19/2016	25-16	6,291	6,602	6,933	7,279	7,643	36.2942	38.0885	39.9981	41.9942	44.0942
WASTEWATER TREATMENT PLANT OPERATOR II	H	cwtpt02	12/19/2016	25-16	6,917	7,264	7,626	8,007	8,409	39.9058	41.9077	43.9962	46.1942	48.5135
WATER/WASTEWATER SYSTEMS LEAD OPERATOR	H	cwwslo	12/19/2016	25-16	8,600	9,030	9,479	9,952	10,449	49.6154	52.0962	54.6865	57.4154	60.2827
WATER/WASTEWATER SYSTEMS OPERATOR IV-ON CALL	H	cww4oc	12/19/2016	25-16	7,800	8,188	8,600	9,030	9,479	45.0000	47.2385	49.6154	52.0962	54.6865
WATER/WASTEWATER SYSTEMS OPERATOR I	H	cwwso1	12/19/2016	25-16	5,469	5,742	6,029	6,331	6,646	31.5519	33.1269	34.7827	36.5250	38.3423
WATER/WASTEWATER SYSTEMS OPERATOR II	H	cwwso2	12/19/2016	25-16	6,291	6,602	6,933	7,279	7,643	36.2942	38.0885	39.9981	41.9942	44.0942
WATER/WASTEWATER SYSTEMS OPERATOR III	H	cwwso3	12/19/2016	25-16	6,917	7,264	7,626	8,007	8,409	39.9058	41.9077	43.9962	46.1942	48.5135
WATER/WASTEWATER SYSTEMS OPERATOR IV	H	cwwso4	12/19/2016	25-16	7,609	7,991	8,389	8,808	9,249	43.8981	46.1019	48.3981	50.8154	53.3596

Exempt Classifications	Exempt	Code	Effective Date	Resolution #	Monthly Salary					Bi-Weekly Pay Rate				
					Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT II	S	pacct2	12/19/2016	10-16	7,950	8,347	8,765	9,203	9,663	3669.23	3852.46	4045.38	4247.54	4459.85
ADMINISTRATIVE ANALYST II	S	padan2	12/19/2016	10-16	8,710	9,145	9,603	10,084	10,588	4020.00	4220.77	4432.15	4654.15	4886.77
ADMINISTRATIVE SERVICES MANAGER	S	asm	12/19/2016	58-16	0	0	0	0	17,043	0.00	0.00	0.00	0.00	7866.00
ASSISTANT ENGINEER	S	paseng	12/19/2016	10-16	8,721	9,157	9,613	10,095	10,599	4025.08	4226.31	4436.77	4659.23	4891.85
ASSISTANT GENERAL MANAGER	S	agm	12/19/2016	59-16	0	0	0	0	18,174	0.00	0.00	0.00	0.00	8388.00
ASSISTANT PLANNER	S	paspln	12/19/2016	10-16	8,207	8,618	9,049	9,502	9,977	3787.85	3977.54	4176.46	4385.54	4604.77
ASSOCIATE CIVIL ENGINEER-SUBJECT MATTER EXPERT (SME)	S	paesme	12/19/2016	10-16	9,936	10,433	10,953	11,501	12,077	4585.85	4815.23	5055.23	5308.15	5574.00
ASSOCIATE ENGINEER-SUPERVISORY	S	maengs	12/19/2016	9-16	10,584	11,112	11,668	12,252	12,865	4884.92	5128.62	5385.23	5654.77	5937.69
ASSOCIATE PLANNER	S	pasopl	12/19/2016	10-16	8,971	9,418	9,888	10,383	10,903	4140.46	4346.77	4563.69	4792.15	5032.15
BUYER	S	pbuyer	12/19/2016	10-16	7,495	7,870	8,264	8,674	9,110	3459.23	3632.31	3814.15	4003.38	4204.62
CLEAN WATER PROGRAMS SPECIALIST	S	pcwpsp	12/19/2016	10-16	8,955	9,403	9,872	10,366	10,882	4133.08	4339.85	4556.31	4784.31	5022.46
COMMUNITY AFFAIRS SPECIALIST II	S	pcafs2	12/19/2016	10-16	8,346	8,764	9,202	9,662	10,145	3852.00	4044.92	4247.08	4459.38	4682.31
COMMUNITY AFFAIRS SUPERVISOR	S	mcasup	12/19/2016	9-16	10,624	11,154	11,714	12,300	12,915	4903.38	5148.00	5406.46	5676.92	5960.77
CUSTOMER SERVICES SUPERVISOR	S	mcssup	12/19/2016	9-16	9,562	10,039	10,540	11,069	11,622	4413.23	4633.38	4864.62	5108.77	5364.00
ELECTRICAL AND INSTRUMENTATION SUPERVISOR	S	meisup	12/19/2016	9-16	9,456	9,929	10,424	10,947	11,496	4364.31	4582.62	4811.08	5052.46	5305.85
EMPLOYEE DEVELOPMENT SPECIALIST	S	peedsp	12/19/2016	10-16	8,790	9,229	9,690	10,175	10,683	4056.92	4259.54	4472.31	4696.15	4930.62
ENGINEERING SERVICES MANAGER	S	esm	12/19/2016	47-16	0	0	0	0	17,379	0.00	0.00	0.00	0.00	8021.08

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

Exhibit A

ENVIRONMENTAL SERVICES ADMINISTRATOR	S	mesadm	12/19/2016	9-16	12,682	13,314	13,980	14,678	15,413	5853.23	6144.92	6452.31	6774.46	7113.69
ENVIRONMENTAL CHEMIST II	S	pench2	12/19/2016	10-16	8,196	8,606	9,036	9,487	9,963	3782.77	3972.00	4170.46	4378.62	4598.31
EXECUTIVE SERVICES SUPERVISOR	S	messup	12/19/2016	9-16	11,336	11,903	12,498	13,120	13,778	5232.00	5493.69	5768.31	6055.38	6359.08
FINANCIAL ANALYST	S	pfinan	12/19/2016	10-16	9,015	9,467	9,940	10,437	10,957	4160.77	4369.38	4587.69	4817.08	5057.08
FINANCIAL SERVICES SUPERVISOR	S	mfssup	12/19/2016	9-16	11,375	11,943	12,539	13,168	13,825	5250.00	5512.15	5787.23	6077.54	6380.77
FINANCIAL SERVICES MANAGER -TEMPORARY/RA	S	tfsm	9/19/2017	46-17	0	0	0	0	15,600	0.00	0.00	0.00	0.00	7200.00
GENERAL MANAGER	S	gm	12/19/2016	78-16	0	0	0	0	21,713	0.00	0.00	0.00	0.00	10021.38
GIS ANALYST II	S	pgisa2	12/19/2016	10-16	9,201	9,661	10,143	10,650	11,183	4246.62	4458.92	4681.38	4915.38	5161.38
GRAPHIC DESIGNER	S	pgprtc	12/19/2016	10-16	8,346	8,764	9,202	9,662	10,145	3852.00	4044.92	4247.08	4459.38	4682.31
HUMAN RESOURCES ANALYST II	S	hhran2	12/19/2016	11-16	8,784	9,223	9,684	10,167	10,677	4054.15	4256.77	4469.54	4692.46	4927.85
HUMAN RESOURCES AND RISK SUPERVISOR	S	mhrsup	12/19/2016	9-16	11,477	12,051	12,653	13,286	13,950	5297.08	5562.00	5839.85	6132.00	6438.46
INFORMATION SERVICES SUPERVISOR	S	missup	12/19/2016	9-16	12,342	12,957	13,606	14,288	15,002	5696.31	5980.15	6279.69	6594.46	6924.00
INFORMATION TECHNOLOGY ANALYST II	S	pitan2	12/19/2016	10-16	9,393	9,862	10,354	10,873	11,416	4335.23	4551.69	4778.77	5018.31	5268.92
LABORATORY SUPERVISOR	S	mlbsup	3/8/2017	5-17	10,659	11,190	11,751	12,337	12,956	4919.54	5164.62	5423.54	5694.00	5979.69
MECHANICAL SUPERVISOR	S	mmsup	12/19/2016	9-16	9,252	9,714	10,200	10,711	11,245	4270.15	4483.38	4707.69	4943.54	5190.00
OPERATIONS MANAGER	S	sopmgr	12/19/2016	72-16	0	0	0	0	16,229	0.00	0.00	0.00	0.00	7490.31
PRINCIPAL ENGINEER-SUBJECT MATTER EXPERT (SME)	S	ppesme	12/19/2016	10-16	11,895	12,488	13,114	13,770	14,457	5490.00	5763.69	6052.62	6355.38	6672.46
PRINCIPAL ENGINEER-SUPERVISORY	S	mpreng	12/19/2016	9-16	12,809	13,448	14,120	14,827	15,569	5911.85	6206.77	6516.92	6843.23	7185.69
SAFETY OFFICER	S	psafof	12/19/2016	10-16	9,255	9,718	10,204	10,714	11,249	4271.54	4485.23	4709.54	4944.92	5191.85
SENIOR CIVIL ENGINEER-SUBJECT MATTER EXPERT (SME)	S	psesme	12/19/2016	10-16	10,868	11,411	11,981	12,580	13,210	5016.00	5266.62	5529.69	5806.15	6096.92
SENIOR ELECTRICAL ENGINEER-SUPERVISORY	S	msrees	12/19/2016	9-16	11,642	12,226	12,837	13,478	14,150	5373.23	5642.77	5924.77	6220.62	6530.77
SENIOR ENGINEER-SUPERVISORY	S	msengs	12/19/2016	9-16	11,642	12,226	12,837	13,478	14,150	5373.23	5642.77	5924.77	6220.62	6530.77
SENIOR ENVIRONMENTAL CHEMIST	S	psrech	12/19/2016	10-16	8,955	9,403	9,872	10,366	10,882	4133.08	4339.85	4556.31	4784.31	5022.46
SENIOR MECHANICAL ENGINEER-SUPERVISORY	S	msrmes	12/19/2016	9-16	11,642	12,226	12,837	13,478	14,150	5373.23	5642.77	5924.77	6220.62	6530.77
SENIOR PLANNER	S	psrpln	12/19/2016	10-16	9,804	10,296	10,810	11,349	11,917	4524.92	4752.00	4989.23	5238.00	5500.15
WASTEWATER TREATMENT PLANT OPERATIONS SUPERVISOR	S	mwtpos	12/19/2016	9-16	12,682	13,314	13,980	14,678	15,413	5853.23	6144.92	6452.31	6774.46	7113.69
WATER/WASTEWATER SYSTEMS OPERATIONS & MAINTENANCE SUPERVISOR	S	mwwsom	TBD		12,682	13,314	13,980	14,678	15,413	5853.23	6144.92	6452.31	6774.46	7113.69

RESOLUTION NO. 46-17

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 6-17

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 6-17, the Board-adopted pay schedule was approved on March 7, 2017; and

WHEREAS, pursuant to District Code Section 6.10.010(C) the Board has the sole authority to approve job titles and compensation; and

WHEREAS, the Board approved the District to hire a retired annuitant as "extra-help" for the 2011 Water Revenue Bonds refunding project during its regular meeting on September 5, 2017; and

WHEREAS, the District staff has determined the appropriate classification and salary for the "extra-help" retired annuitant for the 2011 Water Revenue Bonds refunding project is the Financial Services Manager-Temporary/Retired Annuitant; and

WHEREAS, the California Public Retirement System requires that a retired annuitant be hired on an "extra-help" basis and be appointed to a classification and salary posted on a publicly available pay schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, as follows:

1. That the attached pay schedule titled "DSRSD Pay Schedule," set forth in Exhibit A attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 6-17 is hereby rescinded and attached as Exhibit B.

Res. No. 46-17

2. That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of September 2017, and passed by the following vote:

AYES: 5-Directors Georgean M. Vonheeder-Leopold, Madelyne A. Misheloff, Edward R. Duarte, D.L. (Pat) Howard, Richard M. Halket

NOES: 0

ABSENT: 0

ATTEST:


Nicole Genzale, District Secretary


Richard M. Halket, President

CERTIFIED AS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THE OFFICE OF
DUBLIN SAN RAMON SERVICES DISTRICT
Secretary



SEP 20 2017