

**AGENDA**  
**REGULAR BOARD MEETING OF THE**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**JULY 19, 2022 AT 8:30 A.M.**  
**SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

---

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION  
Ty Cook – 5 Years of Service  
Michael Piper – 20 Years of Service
6. \* **CONSENT CALENDAR**
7. \* [APPROVAL OF MINUTES FOR JUNE 21, 2022 MEETING](#)
8. \* [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
9. \* [WASTEWATER TREATMENT REPORT](#)
10. \* [RECYCLED WATER REPORT](#)
11. \* [REPORTABLE MEETINGS](#)
12. \* ITEMS REMOVED FROM CONSENT CALENDAR

*Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.*

**REGULAR AGENDA**

13. [DESIGN OF BIOSOLIDS DEWATERING IMPROVEMENTS](#)

No action required. This memorandum is submitted for information only.

Staff Reference: Director of Operations

14. [SAN ELIJO JOINT POWERS AUTHORITY UPDATED EMPLOYEE HANDBOOK](#)

1. Accept and File Updated Employee Handbook; and
2. Discuss and take action as appropriate.

Staff Reference: Director of Finance and Administration

15. [LABORATORY LEASE PRESENTATION](#)

No action required. This memorandum is submitted for information only.

Staff Reference: General Manager

16. [AWARD OF ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES –WANKET TANK REFURBISHMENT](#)

1. Authorize the General Manager to execute a professional engineering agreement with Ardurra Group, Inc. for an amount not to exceed \$249,210; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

17. [GENERAL MANAGER'S REPORT](#)

Informational report by the General Manager on items not requiring Board action.

18. [GENERAL COUNSEL'S REPORT](#)

Informational report by the General Counsel on items not requiring Board action.

19. [BOARD MEMBER COMMENTS](#)

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

20. [CLOSED SESSION](#)

*The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three-minute limit.) A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".*

None.

21. [ADJOURNMENT](#)

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, September 20, 2022 at 8:30 a.m.

**NOTICE:**

The San Elijo Joint Powers Authority's open and public meetings comply with the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors, may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at [www.sejpa.org](http://www.sejpa.org). The SEJPA Board meetings are held on the third Tuesday of each month, with no scheduled meetings in August.

**AFFIDAVIT OF POSTING**

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda on the SEJPA website at [www.sejpa.org](http://www.sejpa.org), and in the following locations:

San Elijo Water Campus (formerly known as San Elijo Water Reclamation Facility),  
2695 Manchester Avenue, Cardiff, California  
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California  
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: July 14, 2022



Michael T. Thornton, P.E.  
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON JUNE 21, 2022  
AT THE SAN ELIJO WATER CAMPUS

---

Kellie Hinze, Chair

David Zito, Vice Chair

---

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, June 21, 2022, at 8:30 a.m., at the San Elijo Water Campus

1. CALL TO ORDER

Chair Hinze called the meeting to order at 8:30 a.m.

2. ROLL CALL

*Directors Present:*

Kellie Hinze  
Kristi Becker  
David Zito

*Directors Absent:*

Catherine Blakespear

*Others Present:*

General Manager  
Director of Operations  
Director of Finance and Administration  
Administrative Coordinator  
Laboratory Manager

Michael Thornton  
Chris Trees  
Amy Chang  
Vanessa Hackney  
Susie Arredondo

*SEJPA Counsel:*

Procopio

Adriana Ochoa

*City of Encinitas:*

Deputy City Manager  
Senior Engineer

Jennifer Campbell  
Christina Olsen

*City of Solana Beach:*

Director of Engineering/Public Works

Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

General Manager, Michael Thornton, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

Laboratory Proficiency Certificate of Excellence

6. CONSENT CALENDAR

Moved by Vice Chair Zito and seconded by Board Member Becker to approve the Consent Calendar.

Agenda Item No. 7	Approval of Minutes for the May 17, 2022 Meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	Wastewater Treatment Report
Agenda Item No. 10	Recycled Water Report
Agenda Item No. 11	Reportable Meetings
Agenda Item No. 12	San Elijo Joint Powers Authority Contract for Procurement of Calcium Nitrate
Agenda Item No. 13	San Elijo Joint Powers Authority Contract for Procurement of Ferric Chloride

Motion carried with the following vote of approval:

AYES:	Hinze, Zito, Becker
NOES	None
ABSENT:	Blakespear
ABSTAIN:	None

15. ADOPTION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2022-23 BUDGET, INVESTMENT POLICY, AND APPOINTMENT OF TREASURER

Director of Finance and Administration, Amy Chang, stated that in May 2021, Staff informed the Board of Directors that SEJPA has not received any proposed changes or public comments regarding the FY 2022-23 budget. However, there are four reportable changes to the recommended budget from staff. These changes are as follows:

- \$37,000 increase to the Cardiff Pump Station Program to reflect the transfer of electric utility payment for the Olivenhain Pump Station from the City of Encinitas to SEJPA.
- Move \$22,500 from Recycled Water Program expense budget (pipeline rent) to debt service for Santa Fe Irrigation District Pipeline Loan payment.
- Add \$20,000 to the Recycled Water Program chemical expense budget to reflect cost increase for the purchase of Sodium Hypochlorite.
- Add a Recycled Water Supervisor position to the Classification and Salary Schedule to create a position series.

The FY 2022-23 Budget is anticipated to be adequate to fulfill the mission of SEJPA. This budget consists of \$8,911,445 operating costs, \$3,180,000 capital projects, and \$1,587,716 debt service for a total budget of \$13,679,161.

Director Chang also stated that staff is not recommending any changes to SEJPA's investment policy for FY 2022-23, and that the FY 2022-23 Investment Policy and Guidelines are ready for adoption. The General Manager recommended the appointment of Amy Chang, Director of Finance and Administration, as SEJPA Treasurer for FY 2022-23.

Moved by Vice Chair Zito and seconded by Chair Hinze to:

1. Adopt Resolution No. 2022-04, Resolution Approving the San Elijo Joint Powers Authority Operating and Capital Improvement Budgets for Fiscal Year 2022-23;
2. Adopt Resolution No. 2022-05, Resolution Approving the San Elijo Joint Powers Authority Investment Policy and Guidelines and Appointment of Amy Chang as SEJPA Treasurer.

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Becker  
NOES: None  
ABSENT: Blakespear  
ABSTAIN: None

#### 16. ADOPTION OF NEW LABOR AGREEMENT

General Manager Thornton stated that SEJPA and its employees are currently operating under a 3-year labor agreement that expires June 30, 2022.

staff is seeking to extend the current labor agreement by up to four years with the following adjustments:

- Cost of Living Adjustment (COLA) to all labor positions (excluding the General Manager)
  - July 1, 2022 – 3%
  - July 1, 2023 – 3%
  - July 1, 2024 – 3%
  - July 1, 2025 – 3% (Optional year employees can decline with majority vote, 50% plus one)
- Safety Boots/Shoes – Adjust to \$225/year from \$200/year
- Prescription Safety Glasses – Adjust to \$335/year from \$300/year
- Stand-by Pay for Afterhours Response – Adjust to 2.00 hours/day from 1.25 hours/day
- Health and Wellness – Adjust to \$120/year from \$60/year
- Work from Home – Up to 2 days/week
- Electric Vehicle Charging – No fee for employees at designated chargers

The employees voted to accept the proposed labor agreement. The labor agreement is being presented to the Board of Directors for consideration of approval through the adoption of Resolution No. 2022-06. In addition, the General Manager has prepared the

FY 2022-23 Classification and Salary Schedule in accordance with the labor agreement for the Board of Directors consideration.

Moved by Vice Chair Zito and seconded by Board Member Becker to:

1. Adopt Resolution No. 2022-06, Resolution Adopting the San Elijo Joint Powers Authority Salary and Benefits for Fiscal Years 2022-23, 2023-24, 2024-25 and 2025-26;
2. Approve the FY 2022-23 Classification and Salary Schedule.

Motion carried with the following vote of approval:

AYES:	Hinze, Zito, Becker
NOES	None
ABSENT:	Blakespear
ABSTAIN:	None

17. ASSIGNMENT OF OWNERSHIP RIGHTS AND ACCESS AGREEMENTS FOR THE WANKET RESERVIOR TANK

General Manager Thornton stated that in 1974, San Dieguito and Olivenhain entered into an agreement to construct the J.C. Wanket Reservoir (the "Reservoir"), providing for joint use of the potable water storage reservoir.

Pursuant to the Reservoir Agreement, San Dieguito is entitled to one-third of the capacity in the Reservoir, which the district has never used due to a decline in potable water consumption by its customers over the years. Similarly, Olivenhain stopped using the Reservoir in 2008 due to a declining need for treated potable water storage.

SEJPA desires to rehabilitate the Reservoir to store recycled water and connect it to its nearby recycled water distribution system benefiting customers of both Olivenhain and San Dieguito. SEJPA has experienced a steady increase in recycled water demand which this Reservoir will help serve and it will also improve the operating pressure of the recycled water system in the adjacent area. The Reservoir would more than double the storage capacity of the existing recycled water system and the location of the Reservoir is advantageous for interconnecting to other recycled water districts allowing for expanded service and regional storage and distribution.

Staff and attorneys for San Dieguito, Olivenhain, and SEJPA have reviewed the proposed agreements and support the assignment of San Dieguito's ownership of the Reservoir to SEJPA.

With the assignment of San Dieguito's ownership, SEJPA agrees to assume all rights, obligations, and liabilities of San Dieguito with respect to the Reservoir based on the terms and conditions in the proposed agreement.

The proposed ownership assignment and license access agreement with the San Dieguito is for the total value of \$136,796.40, which is the amount owed by San Dieguito to SEJPA for annual minimum recycled water purchases for fiscal year 2019-20. All such amounts owed by San Dieguito will be considered fully paid and no longer due.

Moved by Chair Hinze and seconded by Vice Chair Zito to:

1. Authorize the General Manager to enter into an agreement with the San Dieguito Water District (SDWD) and the Olivenhain Municipal Water District (OMWD) for assignment of ownership rights and access agreements related to the Wanket Reservoir.

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Becker  
NOES None  
ABSENT: Blakespear  
ABSTAIN: None

18. APPROVE SECOND AMENDMENT – WASTEWATER MAINTENANCE FACILITY LEASE WITH CITY OF ENCINITAS

General Manager Thornton stated that Encinitas leases a small site at the Water Campus for their sanitary sewer and wastewater collection facility maintenance services to Cardiff Sanitation District and the Encinitas Sanitary District.

The original lease agreement was entered into on April 11, 1991. The lease expires in 2022 and the City has expressed interest in amending the lease for a second 30-year term, with options by both parties to terminate early. To date, Encinitas has been a beneficial tenant, as they provide assistance with sewer system cleaning at the Water Campus with the specialized equipment that they store onsite.

Encinitas and SEJPA seek to Amend the Agreement to extend the lease terms for an additional thirty years, term ending April 30, 2052. Encinitas will pay SEJPA annually for all operating, maintenance, and capital expenses necessary and associated with the maintenance facilities, modular office, and onsite operational activities. Encinitas will continue to provide quarterly debris removal and related services for the cleaning and operation of the SEJPA Water Campus.

The proposed second amendment to the 1992 Wastewater Maintenance Facility Lease is designed to be cost neutral to the SEJPA.

Moved by Vice Chair Zito and seconded by Chair Hinze to:

1. Authorize the General Manager execute the Second Amendment to the 1991 Wastewater Maintenance Facility Lease with the City of Encinitas.

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Becker  
NOES None  
ABSENT: Blakespear  
ABSTAIN: None

19. CONSIDERATION OF LEASING LABORATORY SPACE AT THE SAN ELIJO WATER CAMPUS FOR WATER RESEARCH AND EDUCATION

SEJPA has received two unsolicited proposals for leasing laboratory, and potentially office space, at the San Elijo Water Campus. Both proposals are for conducting water related



research/education to address issues of interest for the water/wastewater industry, as well as for the betterment of public health and the environment. The San Elijo Water Campus has space available for conducting research/education and staff supports having research conducted at the campus that advances the agency's mission and vision.

Staff has reviewed the proposals and concluded that both appear to meet the goals of the SEJPA either through:

Proposal A contributing to the science that supports potable reuse.

Proposal B reducing water pollution related to non-biodegradable plastics.

Both firms propose to fund their research, reimburse SEJPA for any needed tenant improvements, and provide a monthly lease payment.

Based on the information provided, staff recommends pursuing the development of a lease agreement with Proposal A as the research has greater alignment with SEJPA's interest in potable reuse and is requesting a smaller footprint in the laboratory. The research will also benefit other public agencies and the state of California, and could lead to other research, education, and grant opportunities being developed at the Water Campus.

The anticipated revenue generated is expected to be on the order of \$15,000 to \$25,000 annually, depending on agreed upon leased space and terms. More information will be provided if this concept develops further, and a lease agreement would be presented at a future meeting for the Board's approval consideration.

No action required.

20. GENERAL MANAGER'S REPORT

General Manager Thornton stated that the Caltrans Regional Bike Path ribbon cutting was held on June 4, 2022 and our agency participated in the event hosting parking, information booths, and facility tours.

General Manager Thornton also gave an update on SEJPA's grant pursuits. SEJPA participated on two multi-agency grant applications for Proposition 1, Integrated Regional Water Management. The first grant pursuit was with Encina Wastewater Authority for Potable Reuse study, however this grant application was not selected. The second application was with the North San Diego Regional Recycled Water Coalition, which was awarded a total of \$3.7 million, of which roughly \$250,000 will be awarded directly to SEJPA for our Wanket Tank Connection Project

21. GENERAL COUNSEL'S REPORT

None.

22. BOARD MEMBER COMMENTS

None.

23. CLOSED SESSION

A closed session was held per Government Code Section 54957 (b), Public Employee Employment, Title: General Manager

24. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE GENERAL MANAGER MERIT BONUS

Moved by Vice Chair Zito and seconded by Board Member Becker to award the General Manager his full \$10,000 bonus per the General Manager's employment agreement.

Motion carried with the following vote of approval:

AYES:	Hinze, Zito, Becker
NOES	None
ABSENT:	Blakespear
ABSTAIN:	None

25. ADJOURNMENT

The meeting adjourned at 9:29 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, July 19, 2022 at 8:30 a.m.

Respectfully submitted,



---

Michael T. Thornton, P.E.  
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY**  
**PAYMENT OF WARRANTS**  
**22-07**

**For the Month of June 2022**

<b>Warrant #</b>	<b>Vendor Name</b>	<b>G/L Account</b>	<b>Warrant Description</b>	<b>Amount</b>
41220	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage container - 06/01/22 - 06/30/22	\$ 359.89
41221	Ardurra Group, Inc	Services - Engineering	Wanket tank conversion eval - 04/01/22 - 04/30/22	830.00
41222	Asbury Environmental Services	Fees - Disposal	Used oil service charge, Waste oily solids and metal drum	326.80
41223	AT&T	Utilities - Telephone	Phone service - 04/13/22 - 05/12/22	594.74
41224	American Water Chemicals, Inc.	Supplies - Chemicals	Antiscalant	9,346.33
41225	Bay City Electric Works	Services - Maintenance	Preventative maintenance - generators	310.00
41226	Black & Veatch	Services - Engineering	Dewatering facilities upgrades through 05/06/22	60,134.67
41227	Boot World, Inc.	Uniforms - Boots	Safety boots - D. Verdon	126.63
41228	California Water Technologies	Supplies - Chem - Ferric Chlo	Ferric chloride	12,245.94
41229	County of San Diego	Fees - Permits	DEH2002-HUPFP-129180	1,937.00
41230	CWEA Membership	Dues & Memberships	Membership - C. Larsen	106.00
41231	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Apr	13,491.67
41232	EDCO Waste & Recycling Service	Utilities - Trash	May	356.90
41233	City of Encinitas	Service - IT Support	IT services - Apr	8,265.43
41234	Environmental Express, Inc.	Supplies - Lab	Disposable BOD bottles	736.95
41235	ERA	Supplies - Lab	Annual proficiency test analysis	334.78
41236	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	110.00
41237	Evantec Scientific	Supplies - Lab	Glucose - glutamic acid	294.31
41238	Grainger, Inc.	Repair Parts Expense	Fork lift oil filters	26.16
41239	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	83.05
41240	Hardy Diagnostics	Supplies - Lab	Various supplies	2,178.01
41241	Idexx Distribution, Inc.	Supplies - Lab	Enterolert, Quanti-tray	3,195.36
41242	Jason Simmons	Accounts Receivable Control	Health and wellness - J. Simmons	50.00
41243	King Lee Chemical Co.	Repair Parts Expense	Water filters	1,648.58
41244	Marine Taxonomic Services, LTD	Services - Contractors	Intensive WQ monitoring - Plume tracking - Apr 2022	2,390.00
41245	McMaster-Carr Supply Co.	Repair Parts Expense, Supplies - Shop & Field	Various supplies	272.71
41246	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Apr	10,170.00
41247	Pacific Pipeline Supply	Repair Parts Expense	Traffic rated valve covers	1,401.57
41248	Peerless Materials Co., LLC	Supplies - Shop & Field	Rags	580.23
41249	Rohan & Sons, Inc	Repair Parts Expense	Installation of heat pump condensing unit	4,965.00
41250	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service and salt bags	259.60
41251	Santa Fe Irrigation District	Utilities - Water	Water	85.69
41252	San Dieguito Water District	Utilities - Water	Water	129.03
41253	San Dieguito Water District	Utilities - Water	Water	1,720.74
41254	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	5,883.44
41255	Unifirst Corporation	Services - Uniforms, Supplies - Safety	Uniform service, gloves	560.83
41256	USA Bluebook	Supplies - Lab	Various supplies	1,501.93
41257	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	8,836.74
41258	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,489.93
41259	VEGA Americas, Inc	Repair Parts Expense	Level sensor	1,387.82
41260	Verizon Wireless	Utilities - Telephone	04/11/22 - 05/10/22	606.41
41261	Benefits Coordinators Corp.	Dental/Vision	Vision - Jun	283.40
41262	WageWorks	Payroll Processing Fees	Admin fee - May	139.25
41263	William Creekmur	Services - Professional	Bee removal and relocation	775.00
41264	Amy Chang	Accounts Receivable Control	Health and wellness - A. Chang	50.00
41265	AT&T	Utilities - Telephone	Alarm service - Jun	410.89
41266	Concepcion Yani Barragan	Seminars/Education, Subsistence - Travel/Rm & Bd	Employee reimbursement - Tuition and book, tuition, mileage and health and wellness	817.26
41267	Corodata	Rent	Record storage - May	107.79
41268	Damon V Suda	Accounts Receivable Control	Health and wellness - D. Suda	50.00
41269	The Reinalt-Thomas Corp.	Vehicle Maintenance	Vehicle tires	1,055.27
41270	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Mar 2022	1,050.00
41271	Environmental Express, Inc.	Supplies - Lab	BOD bottles	138.41
41272	Excel Landscape, Inc.	Services - Landscape, Maintenance	Grounds maintenance service - May 2022, Irrigation repairs	4,311.49
41273	Frankie Abeyta	Supplies - Safety	Employee reimbursement - Prescription safety glasses	300.00
41274	Grainger, Inc.	Repair Parts Expense	Gas regulator	198.14
41275	Hardy Diagnostics	Supplies - Lab	Various supplies	901.98
41276	Casey Larsen	Accounts Receivable Control	Health and wellness - C. Larsen	50.00
41277	Lawson Products Inc.	Supplies - Shop & Field	Socket screw set	11.31
41278	Liquid Environmental Solution	Services - Grit & Screenings, Grease & Scum	Pumping service, Roll off box delivery - inside building	2,296.00
41279	McMaster-Carr Supply Co.	Repair Parts Expense, Supplies - Shop & Field	Various supplies	838.56
41280	Midas Shop	Vehicle Maintenance	Repair pump run truck	2,513.41
41281	Cosby Oil Company, Inc	Fuel	Jun	1,197.86
41282	Olivenhain Municipal Water Dis	Services - Lobbying	BlueWater Strategies LLC - 04/01/22 - 09/30/22	9,750.00
41283	Rohan & Sons, Inc	Services - Maintenance	Bi-annual maintenance	743.18
41284	RSF Security Systems	Services - Alarm	Security	5,502.00
41285	Santa Fe Irrigation District	Utilities - Water (Suppl.)	Water	2,899.20
41286	Sartorius Corporation	Capital Outlay	Bench top pure water system	1,772.46
41287	San Dieguito Water District	Utilities - Water	Water	1,283.66
41288	State Water Resources Control	Dues & Memberships	Certificate - M. Henke	55.00
41289	Terminix Processing Center	Services - Maintenance	Pest control service	535.00
41290	Christopher A. Trees	Licenses, Subsistence - Travel/Rm & Bd	Employee reimbursement - Renewal engineer license T. Chris, mileage IRWM selection	264.71
41291	Unifirst Corporation	Services - Uniforms	Uniform service	103.18
41292	Univar Solutions USA Inc.	Supplies - Chemicals	Citric acid, Caustic soda	7,796.30
41293	UPS	Repair Parts Expense	Shipping	24.81
41294	Underground Service Alert/SC	Services - Alarm	Dig alert - Jun	74.35
41295	USA Bluebook	Supplies - Lab	Various supplies	458.77
41296	Vantagepoint Transfer Agents	EE Deduction Benefits	ICMA - 457	8,822.88
41297	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	4,517.69
41298	Verizon Wireless	Utilities - Telephone	Cell phone service - 05/08/22 - 06/07/22	1,516.32
41299	VWR International, Inc.	Supplies - Lab	Various supplies	1,430.25
41300	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll of disposal	1,602.76
41301	WorkPartners Occupational	Services - Medical	Covid-19 test	158.00
41302	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric	93,514.61
On-line 666	Fuelman	Fuel	May	1,027.97
On-line 667	Aflac	EE Deduction Benefits	Aflac - May	339.60
On-line 668	Home Depot Credit Services	Supplies - Shop & Field	Shop and field supplies and repair parts	1,072.76
On-line 669	JCI Jones Chemicals, Inc	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	4,009.82
On-line 670	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/14/22 - 05/27/22	16,257.57
On-line 671	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	991.20
On-line 672	Aflac	EE Deduction Benefits	Aflac - Jun	339.60
On-line 673	JCI Jones Chemicals, Inc	Supplies - Chem - Sodium Hypo	Sodium hypochlorite	3,954.23
On-line 674	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 05/28/22 - 06/10/22	16,207.87
On-line 675	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - May	1,904.86
On-line 676	BankCard Center	Supplies - Safety	Shop, field, office supplies and parts	7,981.73
	San Elijo Payroll Account	Payroll	Payroll - 06/03/2022	79,576.14
	San Elijo Payroll Account	Payroll	Payroll - 06/17/2022	79,542.04
				<b>\$ 535,857.41</b>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of June 2022**

**As of June 30, 2022**

PAYMENT OF WARRANTS	\$ 535,857.41
Reference Number	22-07

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.



---

Amy Chang  
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
As of June 30, 2022

FUNDS ON DEPOSIT WITH	AMOUNT
<b>LOCAL AGENCY INVESTMENT FUND</b> (JUNE 2022 YIELD 0.861%)	
UNRESTRICTED DEPOSITS	\$ 16,097,364.04
<b>CALIFORNIA BANK AND TRUST</b> ( 2022 JUNE YIELD 0.01%)	
REGULAR CHECKING	1,559,897.25
PAYROLL CHECKING	30,179.06
<b>PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST)</b> (MAY 2022 YIELD 0.28%)	414,221.91
<b>TOTAL RESOURCES</b>	<u>\$ 18,101,662.26</u>

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

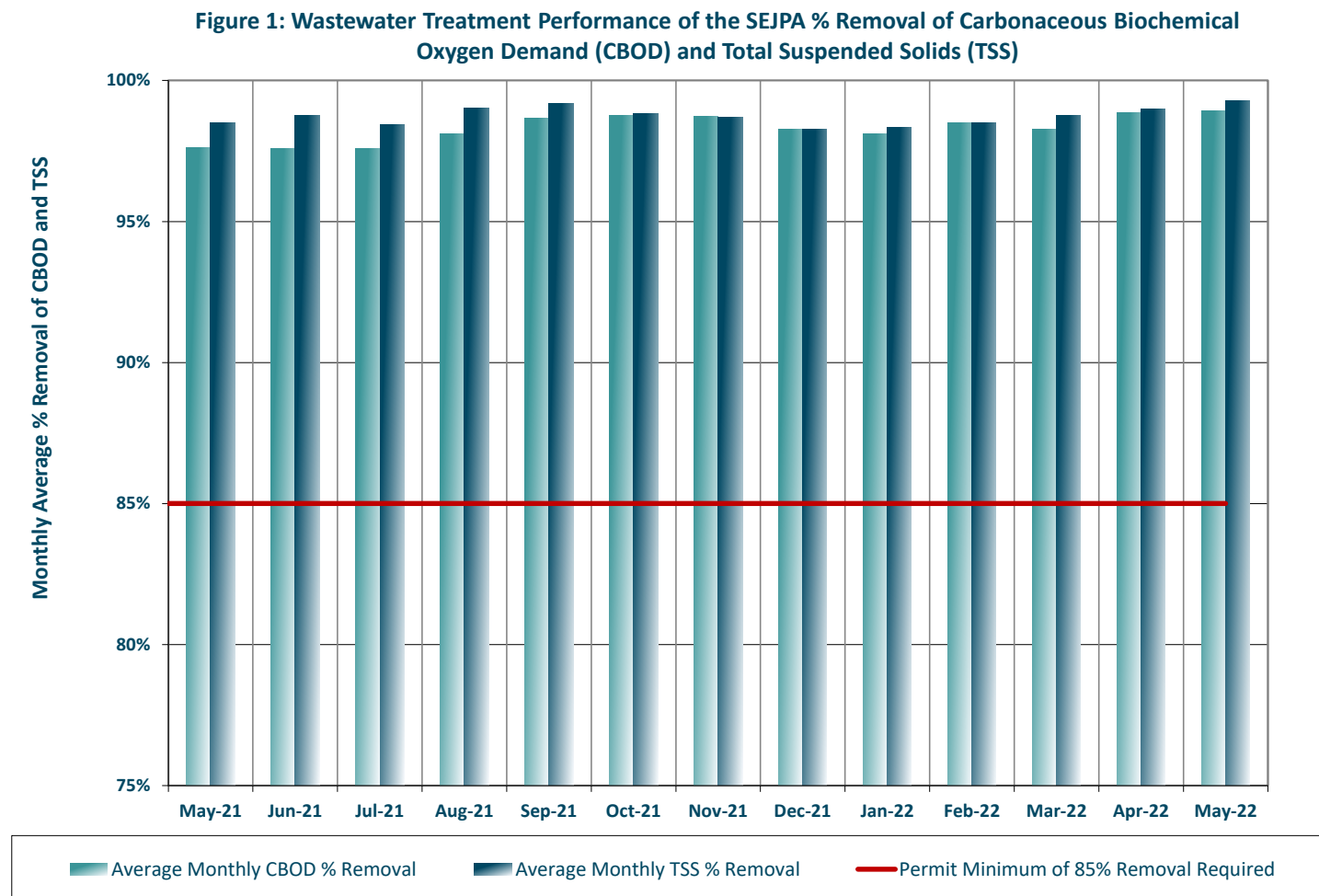
Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of May 2022. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **98.9** and **99.3** percent removal, respectively, during the month of May.

## Exceptional Water Treatment



Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

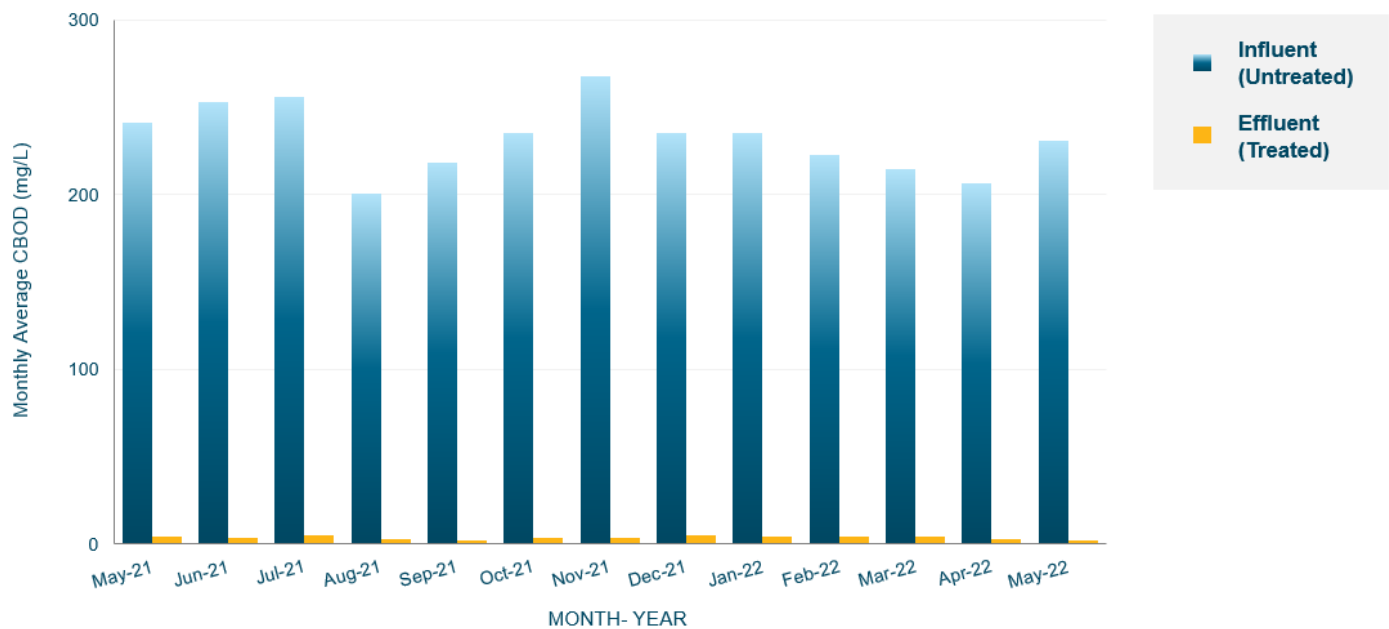
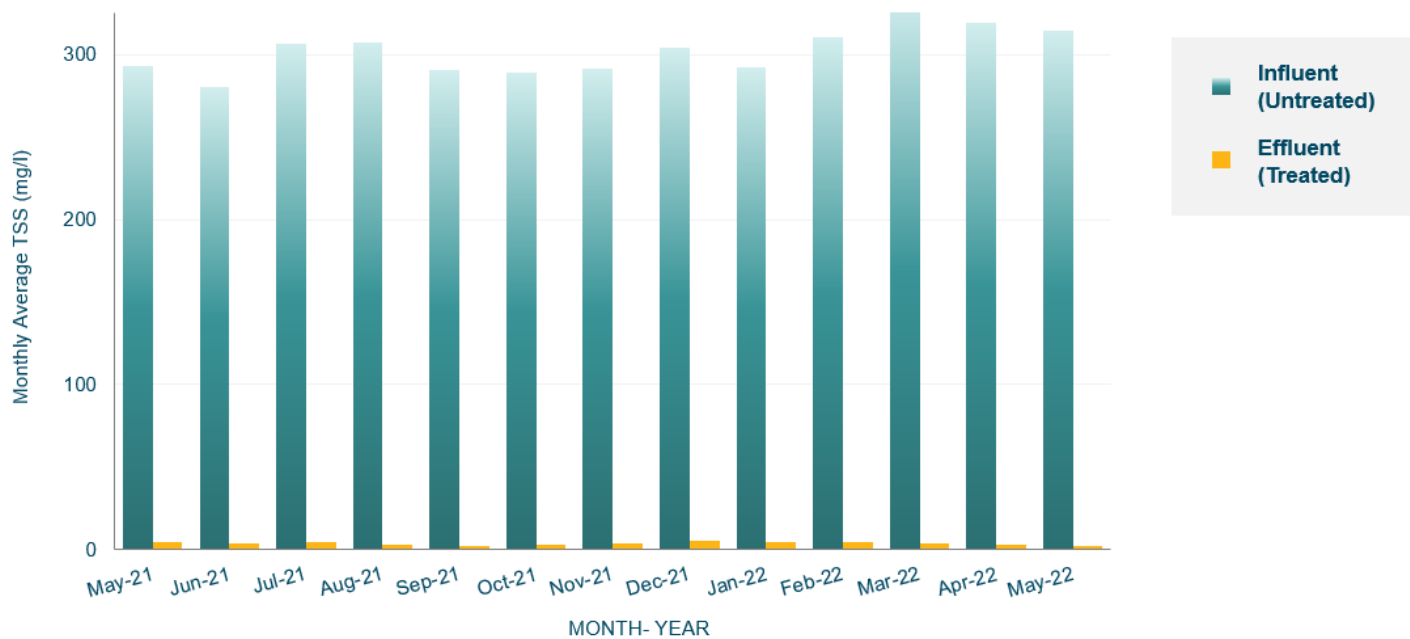


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS





### Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of May. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 87% of the influent flow was recycled for irrigation use in May.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN MAY

MAY			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.144	0.999	0.145
City of Solana Beach	0.877	0.766	0.111
Rancho Santa Fe SID	0.142	0.123	0.019
City of Del Mar	0.301	0.263	0.038
Total San Elijo Water Campus Flow	2.464	2.151	0.313

\* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

**TABLE 2 - SAN ELIJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUs					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Apr-19	1.119	0.138	0.887	0.334	2.478	8,494	568	8,083	2,611	19,756	132	243	110	128	125
May-19	1.125	0.133	0.880	0.361	2.499	8,494	568	8,083	2,611	19,756	132	234	109	138	126
Jun-19	1.162	0.126	0.903	0.507	2.698	8,504	568	8,083	2,611	19,766	137	222	112	194	136
Jul-19	1.127	0.128	0.924	0.546	2.725	8,504	568	8,083	2,611	19,766	133	226	114	209	138
Aug-19	1.148	0.126	0.938	0.567	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140
Sep-19	1.131	0.132	0.918	0.393	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130
Oct-19	1.120	0.124	0.914	0.378	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128
Nov-19	1.230	0.137	0.927	0.437	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138
Dec-19	1.347	0.173	0.946	0.483	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.144	0.142	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	244	108	123	124

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

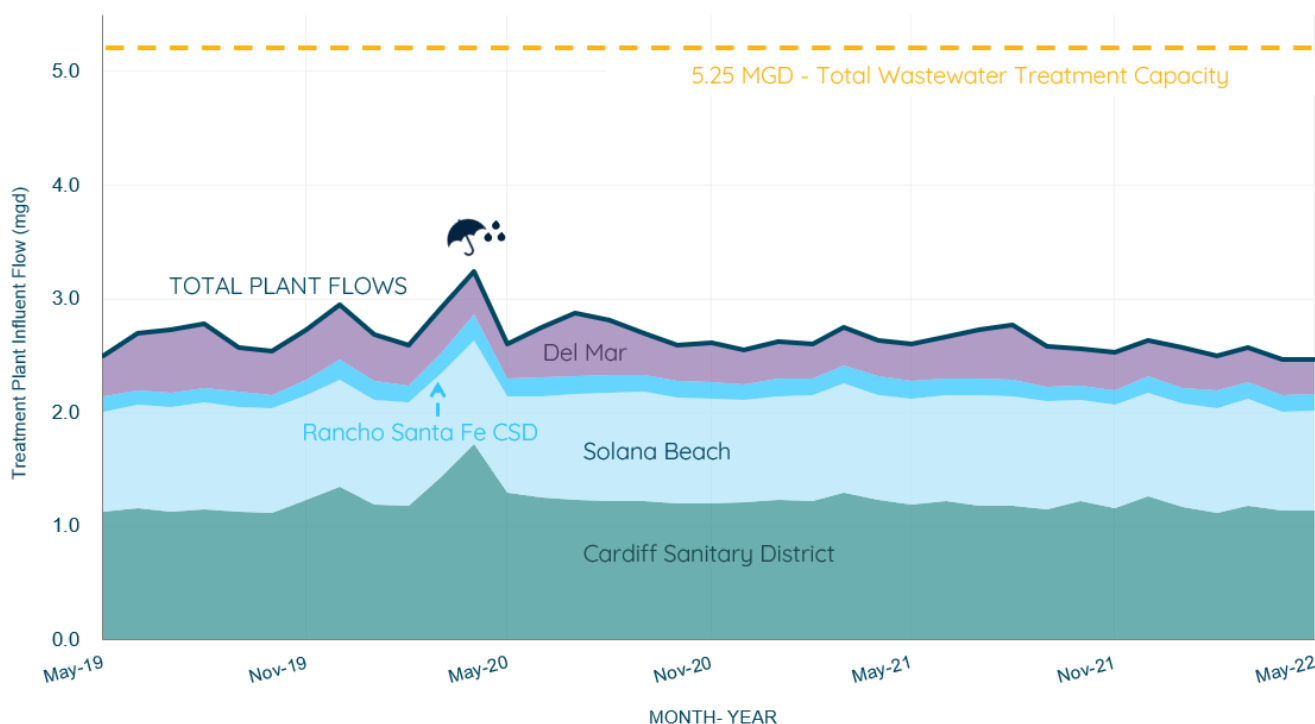
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



### City of Escondido Flows

The average and peak flow rate for the month of May 2022 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 – CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	8.3
Escondido (Peak flow rate)	18.3

### Connected Equivalent Dwelling Units

The City of Solana Beach and the City of Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2021. The City of Encinitas and Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 – CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	582
City of Solana Beach	7,787
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,879

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

*Recycled Water Production*

For the month of May 2022, recycled water demand was 228.1 acre-feet (AF), which was met using 227.8 AF of recycled water and 0.3 AF supplementation with potable water.

May demand was 37% above budget expectations of 166 AF due to dry spring weather in the area coupled with Caltrans reconnecting irrigation to recycled water as part of the I-5 Freeway construction improvements. The total water production for the first 11 months of FY 2021-22 was above budget by 9.1%.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each May for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2021-22.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON



FIGURE 2: MAY RECYCLED WATER DEMAND

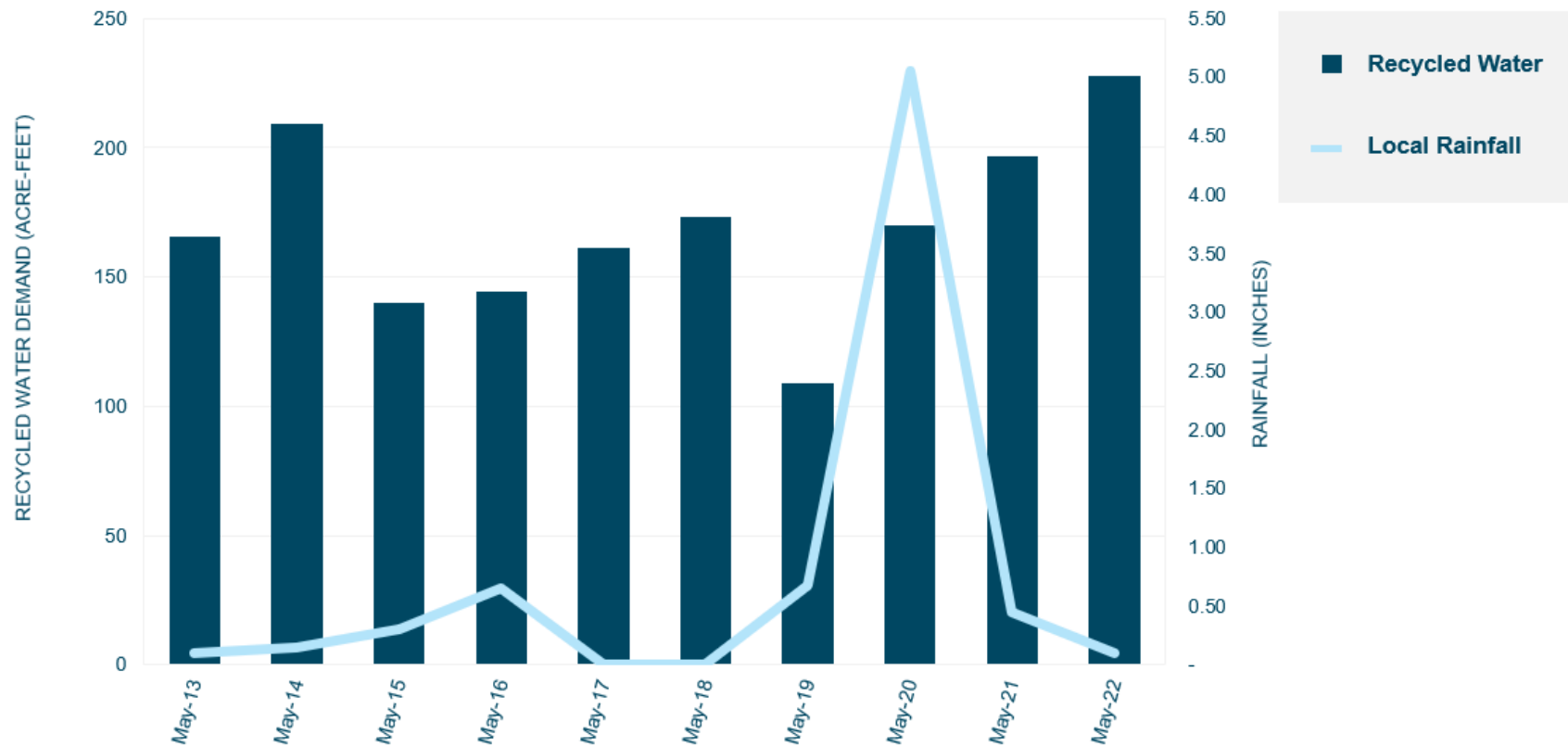


FIGURE 3: FY2021/22 CUMULATIVE DEMAND VS BUDGET





SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since the previous Board Meeting:

1. Meeting to review Board Meeting Agenda with Board Chair Hinze on June 20, 2022.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Operations

SUBJECT: DESIGN OF BIOSOLIDS DEWATERING IMPROVEMENTS

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

As part of the wastewater treatment process, solid material is separated from the wastewater through a series of chemical, biological, and physical processes. These solids are then treated, dewatered, and hauled offsite for use as a fertilizer. The dewatering equipment, electrical support system, and building that houses the equipment were constructed 32 years ago. The equipment and electrical system are at the end of their service life and scheduled to be replaced. The building will require improvements to address process related corrosion and some modifications to accommodate the new dewatering equipment. In addition, safety improvements and chemical containment areas are proposed as part of the project.

DISCUSSION

In August 2021, SEJPA entered into agreement with Black & Veatch to develop the design and construction documents for the Biosolids Dewatering Improvement project. The design is now complete and is currently being reviewed by staff. Following staff review it is anticipated that the project will be advertised for public bidding in August 2022. The public bidding process is expected to take 90 days. Upon completion of the bidding process, the lowest responsive and responsible construction bid will be presented to the Board for award consideration in October or November 2022.

FINANCIAL IMPACT

The final design was completed for \$495,741, which included 88 construction plan sheets and 1,008-page specification requirements. The construction phase of the project is expected to be in the range of \$9.8 million to 11.8 million. Capital funding available for this project is \$12 million.

RECOMMENDATION

No action required. This memorandum is submitted for information only.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CAT', is positioned above a horizontal line.

---

Christopher A. Trees, P.E.  
Director of Operations

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: Director of Finance and Administration

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY UPDATED EMPLOYEE HANDBOOK

RECOMMENDATION

It is recommended that the Board of Directors:

1. Accept and File the Updated Employee Handbook; and
2. Discuss and take action as appropriate.

BACKGROUND

The Employee Handbook is a document that communicates agency policies, state and federal employment laws, and promotes fairness and consistency in the workplace. In addition to these important functions, San Elijo Joint Powers Authority (SEJPA) utilizes the handbook to communicate its business and employment philosophies, employment values, and history of the agency. Furthermore, the handbook helps define the legal relationship between the employer and the employee, and highlights employee's workplace rights and responsibilities.

The employee handbook also provides set standards related to employment practices, compensation and timekeeping, employment benefits, leaves of absence, employee relations and conduct standards, employee health and safety, and other employment policies. The handbook appendices include alcohol and drug use policies, administrative policies, employer-employee organization relations, and labor agreement resolutions, which provide a central location for important employee information.

The Employee Handbook was last updated in May 2020 to reflect changes in employment law and SEJPA employment practices and policies.

DISCUSSION

Staff, working with legal counsel, Procopio Cory Hargreaves & Savitch, LLP, has reviewed the employee handbook to incorporate changes to reflect the labor agreement approved by the

Board of Directors in June 2022 and current employment laws. The changes are highlighted in the attached Employee Handbook.

#### FINANCIAL IMPACT

There is no financial impact associated with accepting and filing the Updated Employee Handbook.

#### RECOMMENDATION

It is, therefore, recommended that the Board of Directors:

1. Accept and File the Updated Employee Handbook; and
2. Discuss and take action as appropriate.

Respectfully submitted,



---

Amy Chang  
Director of Finance and Administration

Attachment 1: Employee Handbook, July 2022



# EMPLOYEE HANDBOOK

July 2022

## Notice of Proprietary Information, Supersedure and Authority to Change

*This Employee Handbook is the property of San Elijo Joint Powers Authority (SEJPA). The information contained herein is proprietary and may not be copied or reproduced without the express written permission of SEJPA. This Handbook has been prepared for the express use of personnel employed by SEJPA.*

*The contents of this Handbook supersede all previously issued personnel, employment, and human resource related policies and practices as of this date, and they may be interpreted and/or amended by the General Manager or a duly authorized designee. Further, the contents of this Handbook are for general information purposes only and do not necessarily express all procedural or processing conditions, eligibility standards, and other qualifying information that may be associated with our employment policies and practices. Employees who have questions concerning specific policies, practices or standards should contact the General Manager or Designee for more detailed information.*

## TABLE OF CONTENTS

---

TABLE OF CONTENTS .....	2
A Welcome from the General Manager .....	6
Mission of San Elijo Joint Powers Authority .....	7
Vision .....	7
SAN ELIJO JOINT POWERS AUTHORITY INFORMATION .....	8
INTRODUCTION: SAN ELIJO JOINT POWERS AUTHORITY BACKGROUND .....	8
SCOPE, AUTHORITY AND APPLICATION .....	9
CONTRACT DISCLAIMER .....	9
SEJPA RIGHTS .....	9
CUSTOMER SERVICE RELATIONS .....	10
EMERGENCY PLANNING / DISASTER PREPAREDNESS .....	10
EMPLOYMENT PRACTICES .....	12
EQUAL EMPLOYMENT OPPORTUNITY .....	12
REASONABLE ACCOMMODATIONS .....	12
UNLAWFUL HARASSMENT INCLUDING SEXUAL HARASSMENT .....	12
RETALIATION .....	14
COMPLAINT PROCEDURE – HARASSMENT, DISCRIMINATION AND RETALIATION ...	14
GOVERNMENTAL ADMINISTRATIVE REMEDIES FOR DISCRIMINATION AND HARASSMENT .....	14
IMMIGRATION LAW COMPLIANCE .....	15
JOB DUTIES AND JOB DESCRIPTIONS .....	15
HIRING OF NEW, RE-EMPLOYED, OR REINSTATED EMPLOYEES .....	15
EMPLOYMENT OF RELATIVES .....	16
JOB POSTINGS .....	16
MERIT SYSTEM OF EMPLOYMENT .....	16
PERFORMANCE EVALUATIONS .....	17
PERFORMANCE IMPROVEMENT PLANS (PIP) .....	17
PROMOTIONS, TRANSFERS AND DEMOTIONS .....	18
EMPLOYEE RECORDS .....	18
EMPLOYEE INFORMATION / EMERGENCY DATA .....	19
EMPLOYMENT VERIFICATIONS .....	19
OUTSIDE EMPLOYMENT .....	19
USE OF SEJPA VEHICLES .....	19
USE OF PERSONAL VEHICLE FOR SEJPA BUSINESS .....	21
REIMBURSEMENT OF BUSINESS EXPENSES .....	22
BUSINESS RELATED TRAVEL .....	22
CONFLICTS OF INTEREST .....	23
CONFIDENTIALITY .....	24
SEPARATION OF EMPLOYMENT .....	24
REDUCTION IN FORCE/LAYOFF .....	25

COMPENSATION AND TIMEKEEPING .....	26
CLASSIFICATION AND COMPENSATION – Appendix B – SEJPA Administrative Policy B-1 .....	26
COMPENSATION PLAN .....	26
WORK SCHEDULES, WORK WEEK AND HOURS OF WORK – Appendix B – SEJPA Administrative Policy B-3 .....	26
PAYDAYS .....	26
TIMEKEEPING / TIMESHEETS .....	26
REST AND MEAL PERIODS .....	27
OVERTIME – Appendix B – SEJPA Administrative Policy B-3 .....	27
COMPENSATORY (“COMP”) TIME – Appendix B – SEJPA Administrative Policy B-3 .....	27
MAKE-UP TIME .....	27
PAYROLL DEDUCTIONS .....	28
PAYCHECK DIRECT DEPOSIT .....	28
AUTHORIZED PAYCHECK PICK-UP .....	29
PAY ADVANCES .....	29
SHOW-UP AND REPORTING PAY .....	29
CALL-BACK PAY – Appendix C - Salary and Benefits Resolution .....	29
ON-CALL/STANDBY PAY – Appendix C - Salary and Benefits Resolution .....	30
SHIFT DIFFERENTIAL PAY/A SCHEDULED WORK SHIFT – Appendix C - Salary and Benefits Resolution .....	30
WORKING OUT-OF-POSITION-SPECIFICATION – Appendix C - Salary and Benefits Resolution .....	30
ATTENDANCE AND PUNCTUALITY .....	30
APPROVED TIME OFF .....	31
SICK LEAVE SHARING .....	31
EMPLOYMENT BENEFITS .....	33
HEALTHCARE: GENERAL INFORMATION AND ELIGIBILITY .....	33
FLEXIBLE SPENDING ACCOUNT — SECTION 125 PLAN .....	34
CONTINUATION OF GROUP HEALTH INSURANCE (COBRA) .....	34
RETIREMENT PLAN .....	35
DEFERRED COMPENSATION PLAN .....	35
WORKERS’ COMPENSATION INSURANCE .....	35
LIFE INSURANCE – Appendix C - Salary and Benefits Resolution .....	36
SHORT TERM DISABILITY INSURANCE .....	36
LONG TERM DISABILITY INSURANCE .....	36
UNEMPLOYMENT INSURANCE .....	37
ADMINISTRATIVE LEAVE – Appendix C - Salary and Benefits Resolution .....	37
HOLIDAYS – Appendix C - Salary and Benefits Resolution .....	37
VACATION – Appendix C - Salary and Benefits Resolution .....	37
SICK LEAVE – Appendix C - Salary and Benefits Resolution .....	38
BEREAVEMENT LEAVE – Appendix C - Salary and Benefits Resolution .....	38
JURY DUTY .....	38
WITNESS DUTY AND SUBPOENAS .....	38
SEMINAR ATTENDANCE AND CONTINUING EDUCATION – Also see Appendix C - Salary and Benefits Resolution .....	39
PROFESSIONAL CERTIFICATIONS .....	40
EMPLOYEE ASSISTANCE PROGRAM .....	41



LEAVES OF ABSENCE .....	42
GENERAL INFORMATION .....	42
PREGNANCY DISABILITY LEAVE .....	42
CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	43
MEDICAL LEAVE OF ABSENCE (ADA).....	44
PERSONAL LEAVE OF ABSENCE.....	44
WORKERS' COMPENSATION LEAVE .....	45
MILITARY LEAVE .....	45
MILITARY SPOUSE LEAVE.....	46
VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING LEAVE & ACCOMMODATIONS .....	46
VICTIMS OF CRIME LEAVE .....	47
ADULT LITERACY LEAVE.....	48
ALCOHOL AND DRUG REHABILITATION LEAVE .....	48
EMERGENCY DUTY/TRAINING LEAVE .....	48
LEAVE FOR BONE MARROW AND ORGAN DONORS .....	48
RETURNING FROM A LEAVE OF ABSENCE .....	49
TERMINATION DURING A LEAVE OF ABSENCE .....	49
SUSPENDED PUPIL/CHILD LEAVE.....	49
SCHOOL ACTIVITIES TIME OFF .....	49
TIME OFF TO VOTE .....	50
CIVIL AIR PATROL LEAVE.....	50
EMPLOYEE RELATIONS AND CONDUCT STANDARDS .....	51
EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS – Appendix B – Administrative Policy B-2 .....	51
OPEN DOOR / SUGGESTIONS AND QUESTIONS/REPORTING FINANCIAL IMPROPRIETIES .....	51
COMMUNICATIONS / BULLETIN BOARDS .....	51
WORKING RELATIONS.....	52
PERSONAL POSSESSIONS .....	52
PERSONAL MAIL, TELEPHONE CALLS, AND VISITORS .....	52
PERSONAL USE OF SEJPA PROPERTY .....	52
SOLICITATION/DISTRIBUTION OF LITERATURE.....	52
TECHNOLOGY AND COMMUNICATION .....	53
RETENTION OF E-MAIL.....	54
SOCIAL MEDIA.....	54
INSPECTION OF FACILITIES/RIGHT TO SEARCH .....	54
USE OF FACILITIES – OFF DUTY .....	54
FALSIFICATION OF RECORDS .....	55
SMOKING AND TOBACCO PRODUCTS.....	55
DRESS CODE.....	55
UNIFORMS – Appendix C – Salary and Benefits Resolution.....	55
IDENTIFICATION.....	55
USE OF TOOLS AND EQUIPMENT .....	56
CELL PHONE USAGE .....	56
PRIVACY .....	56
STANDARD OF CONDUCT AND CORRECTIVE ACTIONS.....	56
DISCIPLINE .....	58

INVESTIGATIONS .....	59
OPEN DOOR POLICY, PROBLEM SOLVING AND HOTLINE .....	60
PERFORMANCE/SAFETY INCENTIVE PROGRAMS – Appendix C – Salary and Benefits Resolution.....	61
EMPLOYEE HEALTH AND SAFETY .....	62
DRUG AND ALCOHOL POLICY .....	62
FITNESS FOR DUTY .....	62
OCCUPATIONAL HEALTH AND SAFETY/JOB INJURIES .....	62
GENERAL HOUSEKEEPING .....	64
WORKPLACE SECURITY AND MONITORING .....	64
EMERGENCY ACTION .....	65
MISCELLANEOUS POLICIES .....	66
SEJPA SPONSORED SOCIAL EVENTS .....	66
CELLULAR PHONE PLAN .....	66
LACTATION ACCOMMODATION .....	68
MEDIA CONTACT/PUBLIC REQUESTS FOR INFORMATION.....	68
VISITORS .....	68
GIFT/GRATUITY ACCEPTANCE .....	68
POLITICAL ACTIVITIES.....	69
TELECOMMUTING PROGRAM – Appendix B – SEJPA Administrative Policy B-4.....	69
ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK .....	70
APPENDIX A - ALCOHOL AND DRUG ABUSE POLICY AND TESTING PROTOCOL POLICY ....	71
APPENDIX B-1 - ADMINISTRATIVE POLICY: Classification and Compensation .....	78
APPENDIX B-2 - Employer-Employee Organization Relations.....	81
APPENDIX B-3 - ADMINISTRATIVE POLICY: Work Shifts, Overtime and Compensating Time Off.....	82
APPENDIX B-4 - ADMINISTRATIVE POLICY: Telecommuting Program .....	84
APPENDIX C – RESOLUTION 2022-06 .....	106

## A Welcome from the General Manager

---

Welcome to San Elijo Joint Powers Authority (herein referred to as “SEJPA”). SEJPA is a joint powers authority between the Cities of Encinitas and Solana Beach (member agencies) and was founded as a county sanitation district. In addition to providing wastewater treatment and disposal to our member agencies, SEJPA provides regional services such as ocean outfall management, analytical laboratory services, and water recycling. We play an important role in the protection of the public’s health and safeguarding the environment from water pollution, while emphasizing resource recovery and recycling in our treatment processes. SEJPA has received industry recognition and awards for innovation, performance, and safety, which is a direct reflection on the work ethic and dedication of our staff. Our employees have been the basis of our success and are the foundation of our future.

The purpose of this Employee Handbook is to help you become acquainted with SEJPA, our employment policies, employee benefits, and operating practices. It summarizes the programs and key policies currently in effect at SEJPA, and explains your responsibilities as an employee. This Handbook supersedes and replaces any and all previously issued employment handbooks and human resource policies and practices concerning the subject matter contained herein.

This Handbook does not cover every aspect of your employment with SEJPA, and it is not intended to provide in detail all policies, practices, and procedures. Consequently, the contents of this Handbook may be amended at any time by SEJPA at its sole discretion. SEJPA retains the right to change, modify, add, suspend, interpret or discontinue any of its policies, procedures, practices, work rules or benefits that are stated in this Handbook as required by changes in law or business conditions. Changes to this Handbook will be communicated through a memo or Handbook update.

Many of the guidelines and benefits contained in this Handbook have been summarized from policy statements, insurance contracts, and legal plan documents. Should there be a difference between the contents of this Handbook and the contents of any current plan document, summary plan description, policy, or contract, then the current plan document or contract will prevail. When questions arise that are not answered in this Handbook, please do not hesitate to contact your supervisor, a director or me for assistance.



Michael T. Thornton  
General Manager

## Mission of San Elijo Joint Powers Authority

---

*To serve our communities by providing safe and reliable recycled water and wastewater services in order to protect the environment and public health.*

### Vision

---

*We pursue innovative practices to produce clean water in an environmentally, socially, and fiscally responsible manner.*

### **As an organization, San Elijo Joint Powers Authority values:**

**Public Trust** - Honor and promote public confidence through transparency, personal character, and the highest level of professional behavior.

**Honesty and Integrity** - Be truthful and factual in upholding the values and ethics of the agency.

**Responsibility** - Be accountable for one's conduct and actions.

**Loyalty** - Faithfully and reliably promote the best interests of the agency and fellow employees.

**Courtesy** - Be respectful, considerate, aware, and caring.

**Human Value** - Provide equal opportunity for all employees to succeed and grow professionally and personally.

**Safety** - Ensure individual safety and the safety of co-workers and the public, without compromise.

**Community** - Demonstrate leadership and stewardship in serving the community and protecting the environment.

**Value** - Provide superior service to the community in a safe, reliable, and cost-effective manner.

# SAN ELIJO JOINT POWERS AUTHORITY INFORMATION

---

## INTRODUCTION: SAN ELIJO JOINT POWERS AUTHORITY BACKGROUND

### Our History

Up to the early 1950s, the communities of Solana Beach and Cardiff-by-the-Sea relied on privately-owned septic systems for wastewater treatment and disposal. As the communities grew, the Cardiff Sanitation District and the Solana Beach Sanitation District formed to collect, treat and dispose of wastewater. The districts built independent plants in the San Elijo Lagoon to provide basic treatment before discharging the effluent directly into the lagoon. Within a decade, authorities determined that water quality in the lagoon was deteriorating, and that treatment needed to improve.

In 1963, Cardiff Sanitation District and Solana Beach Sanitation District formed what is now the San Elijo Joint Powers Authority. Established under state law to protect public health and the environment, the newly formed entity built the San Elijo water pollution control facility and a 4,000-foot-long ocean outfall that was completed in 1965. In 1974, San Elijo adding ocean disposal services to the City of Escondido and increasing the outfall length to 1.5 miles offshore.

The County of San Diego operated and maintained SEJPA's facilities from 1965 until 1987. In 1987, the communities of Encinitas and Solana Beach became cities and gained local control of the wastewater facilities they owned. At that time, the San Elijo Water Pollution Control Facility only provided primary wastewater treatment prior to ocean disposal. In 1991, the water pollution control facility was upgraded to secondary treatment for compliance with the Federal Clean Water Act.

In addition, the deep drought of 1988-1991 was the galvanizing event to launch the SEJPA's recycled water program. In 2000, after nearly a decade of planning, permitting, financing and construction, SEJPA completed its 2.48 MGD Title 22 recycled water system, with recycled water service provided to Santa Fe Irrigation District, San Dieguito Water District, the City of Del Mar and Del Mar Fairgrounds, and the Encinitas Ranch Golf Authority.

Recycled water quality and capacity was increased in 2013 with the addition of microfiltration and reverse osmosis treatment that expanded capacity to 3.03 MGD. With lower TDS and other minerals, recycled water service was expanded to Olivenhain MWD as well as to cooling towers for makeup water.

Wastewater treatment was expanded to the City of Del Mar (2017) which increased influent flow for recycling. In 2021, SEJPA completed construction of its new operations/administration building, 0.6 megawatt solar installation, bike/pedestrian path, and other improvements and renamed the facility the San Elijo Water Campus. In 2022, SEJPA began providing clean water services to 22nd District Agricultural Association (Del Mar Fairgrounds) for stormwater treatment operations of their newly constructed wetland treatment and UV disinfection system.

Currently, the San Elijo Water Campus serves as a regional wastewater and recycled water treatment facility for a service area encompassing approximately 19 square miles, a population of over 40,000 people, and has a primary and secondary treatment capacity of 5.25 million gallons per day (mgd). Wastewater service is provided to the cities of Encinitas, Del Mar, and Solana Beach, as well as to the community of Rancho Santa Fe.

SEJPA recycled water treatment system produces up to 3.02 mgd of recycled water, which is conveyed to four water districts through 20 miles of pipelines. The recycled water treatment includes advanced water purification (AWP) that produces up to 0.5 mgd of highly treated water utilizing microfiltration and reverse osmosis systems.

For disposal of wastewater that is not recycled, SEJPA jointly owns the San Elijo Ocean Outfall with the City of Escondido. The ocean outfall has a rated capacity of 25.5 mgd; however, the average daily flow discharged to the ocean is much less as both SEJPA and the City of Escondido operate recycled water programs.

SEJPA prides itself on providing safe and reliable recycled water, wastewater, and clean water services in order to protect the environment and public health, while providing equal opportunity for all employees to succeed and grow professionally and personally.

## **SCOPE, AUTHORITY AND APPLICATION**

SEJPA's Employee Handbook (Handbook) sets forth employment and human resource policies and procedures of SEJPA. This Handbook is intended to provide for a fair and equitable system of human resource management. The human resource system is based on the principles of a merit system of employment. Therefore, the hiring, retention, and promotion of employees shall be based upon merit, including job-related knowledge, experience, ability, performance, aptitude, attitude, and other factors as SEJPA may deem necessary and appropriate for each position.

The provisions of this Handbook have been adopted by resolution of SEJPA's Board of Directors through the authority of the General Manager as authorized by the Board. This Handbook does not limit the development of internal rules and operating procedures for specific SEJPA departments, or the development of administrative procedures governing the implementation of these policies and procedures.

This Handbook shall apply to all departments, positions, and employees in the service of SEJPA except:

- Elected officers;
- Members of appointment boards, commissions, and committees; and
- Persons engaged under contract for construction, supplies, or expert professional or technical services for a definite period of time except as otherwise herein provided.

## **CONTRACT DISCLAIMER**

This Handbook is not an employment contract. It should not be interpreted to create any expressed or implied contractual rights between SEJPA and any employee; nor should it be construed as a guarantee of continued employment.

The laws of the State of California affirm that employees of SEJPA are hired and serve at the pleasure of SEJPA. The General Manager is fully authorized to appoint and terminate all persons employed by SEJPA. Therefore, the employment relationship is considered to be "at-will", meaning the employment relationship may be terminated at any time either by the employee or by SEJPA for any reason (unless prohibited by law), with or without advance notice. Any verbal or written representations to the contrary are invalid and should not be relied upon by current or prospective employees. Exception to the continuing at-will status of any employee may exist where the Board of Directors expressly authorizes the General Manager to enter into a written employment agreement, the terms of which may alter or modify the at-will employment provision for a period of time.

## **SEJPA RIGHTS**

SEJPA has the right and responsibility to operate its business, which includes but is not limited to the exclusive right to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:

1. The number, location, or types of facilities;
2. Operational and administrative standards, methods, and procedures;
3. The subcontracting of facility construction and maintenance, or work that may be required to be performed by SEJPA through subcontract, outsource, or independent contractors;
4. SEJPA's supplies, tools, vehicles, equipment, and machinery;
5. The promotion, demotion, transfer, discipline, termination, and other performance corrective actions of all employees;
6. The number of employees, including the number of employees assigned to any particular department or shift, and whether, when, or where there is a job opening;
7. Reasonable standards of performance, and whether any employee meets such standards;
8. The need for and the administration of physical examinations or psychological tests, background information, criminal record, or drug screening of employees;
9. The direction, work assignments, and supervision of all employees;
10. The policies, practices, rules, and regulations for all employees;
11. When overtime or on call assignments shall be worked or rescinded;
12. The hiring of full-time, part-time, and temporary employees;
13. The funding of each benefit, including the identity and selection of each carrier, insurer, fiduciary, administrator or trustee, and benefit plan design;
14. The security of the employees, premises, facilities, and property of SEJPA;
15. The utilization of all SEJPA premises, equipment, and facilities; and
16. The job classifications and the content and required qualifications of all SEJPA employees.

## **CUSTOMER SERVICE RELATIONS**

Satisfied customers are an important means by which SEJPA can measure its success. All employees contribute to satisfying our customers through responsive, cooperative, and thorough work results, as well as skillful interaction with customers, co-workers, management, Board Members, and others in the community we serve. Therefore, it is the responsibility of every employee to be pleasant, have a positive attitude, and provide prompt and professional services to our customers at all times.

## **EMERGENCY PLANNING / DISASTER PREPAREDNESS**

SEJPA provides vital public services which affect the health and safety of our customers and the communities we serve. Emergencies such as severe weather, flooding, fires, power failures, earthquakes, or civil disturbances can disrupt SEJPA operations, or the services of other public entities that rely on our services. To deal effectively with such conditions, SEJPA has adopted an Emergency/Disaster Operations Plan in accordance with the Emergency Services Act (Gov't. Code § 8550 et seq.) that enables us to be prepared for conditions that may disrupt service to our customers.

During your introductory employment period, you should become familiar with SEJPA's Emergency/Disaster Operations Plan through discussion with your supervisor/manager. It is imperative that each employee knows his/her role during such an event, including how other aspects of SEJPA operations will perform in order to properly coordinate our work under these conditions. Employees should also understand that it is our public service duty to promptly report to work, and/or call your supervisor/manager or SEJPA office to confirm activation of SEJPA's Emergency/Disaster Operations Plan, in order to expedite service recovery or provide mutual aid to our neighboring agencies.

There may also be instances in which public service or safety of our services is not in jeopardy, but other conditions may require the closing of SEJPA offices and/or operations. When the decision to close is made, employees will receive official notification from management, and time worked will be paid. When the decision to close is made before the workday begins, time off from scheduled work will be unpaid for non-exempt employees and paid for exempt. Non-exempt employees may use available paid leave time, such as unused vacation, holidays, and comp time benefits. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.



# EMPLOYMENT PRACTICES

---

## EQUAL EMPLOYMENT OPPORTUNITY

SEJPA is an Equal Opportunity Employer and makes employment decisions on the basis of merit and/or business necessity. SEJPA's policy prohibits unlawful discrimination based on race (including hair texture and protective hairstyles), color, age, religion, religious creed (which includes religious dress and grooming practices), gender (which includes gender identity and gender expression), sexual orientation, national origin or ancestry (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), immigration/citizenship status (which includes undocumented individuals and human trafficking victims), marital status, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), sex (including pregnancy, childbirth, breastfeeding and related medical conditions), physical or mental disability, medical condition (including genetic characteristics), or any other consideration made unlawful by federal, state, or local laws. It also includes a perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of these characteristics. All such discrimination is unlawful. SEJPA maintains a zero tolerance for violations of this nondiscrimination policy by any employee or other persons doing business with SEJPA, and will take prompt and appropriate measures to enforce an atmosphere of non-discrimination in the workplace. Any employee who believes he/she has been subjected to unlawful discrimination should follow the complaint procedure outlined below.

## REASONABLE ACCOMMODATIONS

The employment-related provisions of the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA) apply to all employees and job applicants seeking employment with SEJPA. Under the ADA and FEHA, a qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the position for which he/she is employed or for which he/she has applied.

SEJPA will attempt to provide reasonable accommodation for known physical or mental disabilities if a job applicant or employee is otherwise qualified, unless undue hardship related to the necessity of business operations would result. An applicant or employee who requires accommodation in order to perform the essential functions of the job should inform SEJPA to request an evaluation of such an accommodation. Pregnancy and lactation accommodations may also be requested.

SEJPA will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, SEJPA will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify SEJPA and request an accommodation.

Contact the General Manager for further information.

## UNLAWFUL HARASSMENT INCLUDING SEXUAL HARASSMENT

SEJPA is committed to maintaining a work environment that is free of any form of harassment. In keeping with this commitment, we will not tolerate harassment of employees by anyone, including any supervisor, manager, co-worker, customer, supplier, vendor, independent contractor, or visitor. Similarly, any employee's harassment of persons seeking employment with SEJPA, or harassment of our customers, suppliers, vendors,

visitors, independent contractors, or anyone else who conducts, attempts to conduct, or is solicited for business with SEJPA will not be tolerated.

SEJPA is equally committed to providing a workplace that is free from sexual harassment, as well as unlawful harassment based on race (including hair texture and protective hairstyles), color, age, religion, religious creed (which includes religious dress and grooming practices), gender (which includes gender identity and gender expression), sexual orientation, national origin or ancestry (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), immigration/citizenship status (which includes undocumented individuals and human trafficking victims), religion, marital status, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), sex (including pregnancy childbirth, breastfeeding and related medical conditions), physical or mental disability, medical condition, including genetic characteristics, or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such harassment is unlawful, and therefore deemed to be a form of gross misconduct.

Sexual harassment is one specifically prohibited type of harassment. Unwelcome or unwanted sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment. It is harassment when, for example:

- Submission to the conduct is an explicit or implicit term or condition of employment;
- Submission to, or rejection of, the conduct is used as the basis for an employment decision; or,
- The conduct has the effect of creating an intimidating, hostile, or offensive working environment or unreasonably interfering with an individual's work performance.

Examples of types of unlawful harassment include:

- Verbal Conduct such as epithets, derogatory or offensive comments, slurs, comments about an individual's body or dress, dirty jokes, persistent request for dates, or unwanted sexual advances, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers).
- Visual Conduct such as derogatory or offensive cartoons, pictures, photographs, drawings, or gestures.
- Physical Conduct such as assault, blocking normal movement, or interference with work directed at an individual because of his/her sex or other protected basis.
- Threats and Demands to submit to sexual requests in order to keep a job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for having reported harassment.

### Reporting Procedures

All employees are responsible for helping to ensure a workplace free of harassment. Any employee who believes he/she has been subjected to unlawful harassment should follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

Employees should contact the General Manager directly with any questions.

## **RETALIATION**

SEJPA prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

Employees who believe they have been subjected to unlawful retaliation should follow the complaint procedure outlined below.

## **COMPLAINT PROCEDURE – HARASSMENT, DISCRIMINATION AND RETALIATION**

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise. If an employee believes he/she has been subjected to any form of such unlawful conduct, or has knowledge of such unlawful conduct, the employee must submit a complaint, preferably in writing, to his or her supervisor or the General Manager. If these individuals are not available, or in the event the employee believes that one of these individuals has engaged in inappropriate behavior in violation of these policies, should submit a complaint to any other supervisor as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Director of Finance and Administration, the Director of Operations, or the General Manager, as appropriate.

All complaints submitted pursuant to this policy should be done in writing, but they may be done verbally. Complaints should be specific and should include the names of the individuals involved and the names of any witnesses.

SEJPA encourages all employees to immediately report any incidents of unlawful discrimination, harassment, and/or retaliation so that complaints can be quickly and fairly resolved. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, SEJPA will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." During the investigation, SEJPA will provide regular progress updates, as appropriate, to those directly involved. SEJPA will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected.

If SEJPA determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by SEJPA to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

## **GOVERNMENTAL ADMINISTRATIVE REMEDIES FOR DISCRIMINATION AND HARASSMENT**

In addition to notifying SEJPA about discrimination, harassment, or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which

has the authority to conduct investigations. Generally, the deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. Employees can contact the nearest DFEH office or the Equal Employment Opportunity Commission (EEOC) at locations listed in EEO posters located within SEJPA facility, their respective websites, or the state government listings in the local telephone directory.

## **IMMIGRATION LAW COMPLIANCE**

SEJPA is committed to employing only those individuals who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility no later than three business days following date of hire. If appropriate documentation is not received within this time, the employment relationship may be terminated.

## **JOB DUTIES AND JOB DESCRIPTIONS**

SEJPA maintains job descriptions/position classifications for every distinct job. Such job descriptions contain, at a minimum, a general summary of the job duties, minimum and desired qualifications and background, essential job functions, and physical/environmental factors associated with performance of the job. Job descriptions are used for such purposes as employment advertising, pay rate assignment, selection, testing (including pre-employment medical assessments and work-related injury assessments), and performance evaluations.

An employee's job responsibilities that are within the general scope, responsibilities, and skills required may change at any time during employment. From time to time, an employee may be asked to work on special projects or to assist with other work if necessary or important to the operation of a department or SEJPA. An employee's cooperation and assistance in performing such additional work is expected.

SEJPA reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities within the general and reasonable scope of each employee's job. Employees are encouraged to ask their supervisor/manager any questions to become better informed about their job responsibilities and SEJPA operations.

Additionally, work hours and/or schedules may be subject to change at any time during employment. Employees are expected to cooperate and perform additional work or work a different schedule as requested.

## **HIRING OF NEW, RE-EMPLOYED, OR REINSTATED EMPLOYEES**

All job applicants will be subject to a thorough, job-related employment screening and testing process to ascertain the relative merit of their education/training, prior experience, skills, knowledge, and abilities to perform the essential and more demanding aspects of the job for which they have applied. Examples of the selection testing include interviews, submission or preparation of work samples, task demonstrations, written examinations and/or exercises, reference and background checks, and pre-employment medical assessment, including drug and alcohol testing. If hired, an introductory period of employment and other job-related tests may also be used.

Former employees who have resigned from their employment with SEJPA may be eligible for re-employment, and those employees who were laid off may be eligible for reinstatement. Consideration will be given to factors concerning prior work experience, the former employee's work record, and circumstances involving the prior separation from SEJPA. At SEJPA's discretion, former employees being considered for re-employment or reinstatement may be subject to the same pre-employment testing processes as potential new hires.

The General Manager and the hiring supervisor/manager must review each candidate before a final determination is made with respect to rehiring any former employee. The General Manager must give final approval on all rehires.

Employees who become re-employed or reinstated shall be considered new employees subject to all related policies and procedures unless rehired within one year from a reduction in force.

## **EMPLOYMENT OF RELATIVES**

On occasion, qualified applicants for job openings at SEJPA may be relatives of present employees.

A relative is defined as any person related to an employee by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The policy applies to all employees without regard to the gender or sexual orientation of the individuals involved. Applicants must identify any individual who is a relative, as defined above, who is employed by SEJPA at the time he/she applies for employment.

Relatives will not be given preferential treatment. SEJPA reserves the right to refuse employment of an employee's relative where such employment would or could reasonably compromise the safety, security, supervision, or morale of SEJPA operations. Should a relative be hired, the new employee will not be employed in the same department or work group as his/her relative or in a direct reporting relationship with a related employee.

In cases where a conflict or the potential for conflict arises such as might occur through a romantic relationship or marriage between two employees, even if there is no managerial relationship involved, the parties may be separated by reassignment or terminated from employment. If the relationship is established after employment, the individuals concerned may decide who is to be transferred or terminated from employment. If that decision is not made within 30 calendar days, management will make the final determination based on operational priorities and other objective factors as deemed appropriate.

## **JOB POSTINGS**

Job openings will be posted on SEJPA website. Employees who wish to be considered for posted jobs should comply with the application process and submit an application form as instructed by the job bulletin. All employees applying for any posted position must meet at least the minimum qualifications of the position description.

In the selection process, SEJPA may consider a number of factors, including the employee's applicable skills, knowledge and education, performance and conduct record, time in current position, length of service, and other relevant factors.

## **MERIT SYSTEM OF EMPLOYMENT**

Employment with SEJPA is based on merit system principles, including job-related knowledge, experience, ability, performance, aptitude, attitude, and such other factors as deemed appropriate to SEJPA operations. The methods used in the employee selection process shall be impartial and of a relevant nature so as to fairly measure the capabilities of job applicants to perform the duties and responsibilities of the position for which they have applied.

"Merit increase" is defined as "a pay increase within the existing salary range". Merit increases are not automatic but are based on job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager and the Director of Finance or their delegates, recommending the merit increase.

In addition to or in lieu of the merit increase, an employee may receive an incentive award, which is based on an employee's outstanding performance, as evaluated against the achievements of their annual goals. Incentive payouts are one-time payments. No employee shall be awarded incentive compensation in an amount greater than five percent of that employee's base salary.

**Promotion** – An employee who is promoted to a position with a higher salary range than his/her current salary range will be placed at least at the minimum range for the new classification. A promotional pay rate increase is given based on related experience, internal equity, and the length of time since the employee's last performance evaluation. Salary increases due to promotion are typically between five and ten percent, but can be influenced by other factors.

If an employee is promoted during or prior to his/her performance review date and is eligible for a merit increase, the employee's supervisor shall complete a performance evaluation and make a recommendation regarding the merit increase prior to promotion. If a merit increase is granted, the employee's salary in the new classification shall be based on the salary placement after the increase is applied to the employee's current salary. Merit increases are effective on the employee's performance review date or as specified on the review form, or as designated by the General Manager.

Employee review dates will be at the discretion of the General Manager; however, the desired review date shall be the employee's hire date or the date of promotion.

## **PERFORMANCE EVALUATIONS**

Performance evaluations are generally conducted annually for all regular full-time and part-time employees. These evaluations are completed in writing, and discussed in a meeting with the employee, his/her supervisor/manager, department director, and the General Manager. During the performance evaluation process, employees and their supervisor/manager should discuss work completed and in progress, successes and lessons learned, strengths and weaknesses, and future goals.

There is no guarantee that a performance evaluation will result in a wage or salary increase. Wage or salary increases are based on merit, as well as budget allowances.

## **PERFORMANCE IMPROVEMENT PLANS (PIP)**

Periodically it may be necessary or appropriate for a supervisor/manager to implement a PIP for an employee. The purpose of a PIP is to provide a mechanism for performance correction when an employee's job performance falls below established standards in one or more essential job duties or responsibilities. Failure to achieve satisfactory performance as defined in a PIP may lead to disciplinary action as deemed appropriate by the General Manager. The following steps should be considered when implementing performance improvement measures, including a PIP:

1. Managers/supervisors should first counsel unsatisfactory performers as frequently as is reasonable to assist in the improvement of performance, unless circumstances warrant an immediate PIP.
2. If an employee continues to demonstrate unsatisfactory performance, the manager/supervisor must complete a PIP explaining to the employee the areas of deficiency, performance expectations, available assistance, and future consequences if significant specified improvements in performance do not occur. Assistance may include additional training.
3. Typically employees will be placed on a 90-day PIP, although the duration of the PIP may vary depending on the circumstances. If during the PIP, the employee does not show signs of

improvement, the employee may be transferred, reclassified, demoted, or terminated from employment.

4. The PIP may be extended at the sole discretion of SEJPA for not more than 120 days. If the employee fails to improve within the 120-day time period, the employee may be transferred, reclassified, demoted, or terminated from employment.

If at any point during the performance improvement period or otherwise, it is determined that the employee's performance is not meeting expectations, or if the employee violates any of SEJPA's policies or procedures, further disciplinary action may be taken, up to and including immediate termination of employment. A PIP does not alter the at-will nature of employment, which means the employee or SEJPA may terminate the relationship at any time, with or without notice or cause.

## **PROMOTIONS, TRANSFERS AND DEMOTIONS**

### Definitions

A promotion is defined as a move up in pay grade, position responsibilities, and skill requirements; a transfer is defined as a lateral move within the same pay grade; and a demotion is defined as a move to a position in a lower pay grade, or a lower pay position having lesser responsibilities and/or required skills.

### Promotions

It is SEJPA's desire to promote from within the organization whenever it is operationally efficient and appropriate based on the skills, knowledge, and other competencies of employees as they relate to vacant position requirements and as they compare to external qualified applicants.

### Transfers

Generally, an employee who requests a transfer to a similar position with the same or a different department is given preference over external applicants, provided the employee is equally or better qualified, and his/her work performance has been exemplary. In order to be eligible for a transfer, an employee must have successfully completed a minimum of 12 months of continuous employment in his/her current position, unless the managers involved in the transfer mutually agree to waive this requirement. An employee on a PIP or disciplinary action is ineligible for transfer unless approved by the General Manager.

### Demotions

SEJPA regards demotions as rare and imposes them only under unusual circumstances. Demotions may be voluntary or involuntary but in either case the affected employee will normally be provided with advance notice of the change of classification. However, SEJPA reserves the right to determine, on an individual basis, how a demotion will affect pay and under what circumstances it is in SEJPA's best interests to demote an employee.

## **EMPLOYEE RECORDS**

SEJPA maintains files of current and former employees and restricts disclosure of employee files only to authorized individuals and as required by law.

Employees wishing to review their personnel file must request an appointment to do so with the General Manager. Such appointments should be made during normal working hours. Files will be reviewed under the supervision of the General Manager or designated SEJPA representative.

Employees may take notes related to documents in their employee file; however, no alterations of these records are permitted nor can a document be added to or removed from the file at the time of an employee's review. Employees may request and receive a copy of any document in their employee file.

## **EMPLOYEE INFORMATION / EMERGENCY DATA**

All employees are required to promptly notify SEJPA's Director of Finance and Administration or designee of any changes to their personal information, including:

- Name
- Home and/or Mailing Address
- Telephone Numbers
- Number, Names, and Status of Dependents
- Change of Emergency Contact Information
- Educational Accomplishments
- Marital Status (including pending divorce proceedings)
- Payroll Deductions
- Benefit Plan Beneficiary

## **EMPLOYMENT VERIFICATIONS**

All employment verification requests, either verbal or written, must be forwarded to SEJPA's Director of Finance and Administration or designee for response. Responses by SEJPA to such requests will be restricted to dates of employment and the last or current job title held by an employee. Requests for salary and any other additional information must be made in writing and accompanied by the employee's signed authorization to release this information except where disclosure is otherwise required by law.

## **OUTSIDE EMPLOYMENT**

Employees may engage in work outside their regular work schedule at SEJPA, provided this work does not detract from their job performance, is not harmful to SEJPA's best interests, and does not present a conflict of interest with their employment at SEJPA. Any outside employment or business activity must be considered secondary to employment with SEJPA. Employees cannot work for a service provider of SEJPA.

SEJPA's workers' compensation insurance will not pay for an illness or injury arising from outside employment or business activity.

Employees who are unable to maintain acceptable performance standards while engaged in outside employment or business activity may be subject to corrective action up to and including termination of employment.

## **USE OF SEJPA VEHICLES**

For the purpose of this section, vehicles are defined as licensed California Department of Motor Vehicles that are allowed to operate on public roads and highways. Other vehicles such as bobcats, forklifts, electric utility



carts and other “vehicles” are considered equipment which are subject to SEJPA policies including safety and training policies prior to an employee operating.

Before an employee is allowed to operate any vehicle for SEJPA business, a valid California driver’s license, proof of current insurance, and a DMV motor vehicle report must be on file with the General Manager. In addition, employees are responsible for immediately reporting to their supervisor/manager and the General Manager any changes in their automobile insurance policy or the status of their driver’s license such as suspension or revocation. Employees who are uninsurable or who create the potential for an increase in SEJPA’s liability insurance premiums may be terminated. Any questions regarding this policy should be directed to the General Manager.

SEJPA, will access Department of Motor Vehicle records for verification of valid California driver licenses, proof of insurance, and to review driving records.

In addition to applying good common sense regarding the safe operation of vehicles, the following rules apply when operating all types of vehicles:

- Any employee who is under the influence of or impaired by any illegal drug, alcoholic beverage or any legal drug that may impair an employee’s abilities must not operate any vehicle.
- SEJPA vehicles are to be used by employees only for official business purposes. Only designated employees may drive SEJPA vehicles.
- Use of any vehicle for SEJPA business must have the prior approval of the employee’s supervisor/manager.
- Non-employees may not be transported at any time in any vehicle being used for SEJPA business except those who have a legitimate business justification for being transported, such as official SEJPA visitors.
- Any mechanical defects of a SEJPA vehicle should be reported by the employee to his/her supervisor/manager for appropriate corrective action before operating the vehicle for business purposes.
- All employees must immediately report to their supervisor/manager and the General Manager any accident and any moving or non-moving violation for which they are cited while driving an SEJPA vehicle. SEJPA accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on SEJPA business under any circumstance. All liabilities created by any citation will be the responsibility of the employee.
- All employees operating vehicles on SEJPA business are required to obey all traffic regulations, including laws regarding the proper use of cell phones while driving.

#### In the Event of an Accident

Employees who are involved in an accident in the course of using any vehicle on SEJPA business are expected to adhere to the following procedure, including completing and submitting to your supervisor/manager the Vehicle Accident Form provided in each SEJPA vehicle:

- Do not argue, do not admit liability, and do not make a statement to anyone except the police, your supervisor/manager, or other appropriate SEJPA management.

- Obtain the names and addresses of:
  1. Owner of other vehicle(s);
  2. Insurance Carrier of the other driver(s);
  3. Witnesses;
  4. Injured person(s);
  5. Other driver(s), including the number of and state issuing the driver's license.
- Note these items:
  1. Speed of each vehicle with its direction of travel;
  2. Signal given by each driver, if any;
  3. Point and time of accident;
  4. Any mechanical aspect of the other vehicle which may have caused the accident (e.g., no brake lights, etc.);
  5. If a camera is available, take pictures of the damage, location, or any other relevant things that may be of value.
- Promptly report any damage done to a customer, the public, SEJPA, an employee, or their property to management.

SEJPA management will promptly handle accident reports and insurance contacts.

### **USE OF PERSONAL VEHICLE FOR SEJPA BUSINESS**

Employees authorized to use their personal vehicle in the course of performing SEJPA business shall be eligible for a mileage reimbursement at the current IRS established business mileage rate. Travel must be confined to only the authorized destination and return location.

Employees who operate their own vehicles on SEJPA business may do so provided the following conditions are followed:

- The vehicle must be in sound and safe operating condition and maintained as such at the employee's own expense;
- The driver and vehicle must be insured in accordance with at least minimum coverage and liability standards established by the State of California;
- The driver must obey all state and local driving laws and observe driving conditions with the utmost care, including but not limited to wearing a seat belt and avoid eating or the use of a cell phone while driving;
- Non-employees may not be transported at any time in any vehicle being used for SEJPA business except those who have a legitimate business justification for being transported, such as official SEJPA visitors; and

- The driver must possess and maintain a valid California driver's license. Employees who are required or may be called upon to use their own vehicle in the course of SEJPA business who have their driver's license suspended, revoked, or receive driving violations other than parking are required to promptly report these conditions to the General Manager. Employees required to drive in the course of SEJPA business or operations who have their license revoked, suspended or receive driving violations other than parking tickets may be subject to either work modification or termination at SEJPA's discretion.

## **REIMBURSEMENT OF BUSINESS EXPENSES**

Certain employees may incur business expenses in the course of their duties. Employees must be authorized in advance to incur business expenses, and all such expenditures must be documented on an expense report that is submitted to the Finance Department for review and approval. All original receipts for expenses are to be attached to the expense report with an explanation as to the nature of the expense. In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.

SEJPA must approve all business expenses, including any airline travel or hotel reservations, before they are incurred. Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made. For questions regarding how particular expenses should be handled, contact the Finance Department before incurring the expenses.

## **BUSINESS RELATED TRAVEL**

Employees will be reimbursed for the cost of authorized travel to any business-related meeting or attendance at training, seminar programs, or attendance at an out-of-area conference. Reimbursement will be made upon written request when accompanied by appropriate receipts, if the travel has been budgeted, scheduled, and previously authorized by the employee's supervisor/manager and approved by the General Manager.

### Covered Expenses

No per diem limit is set; however, employees are expected to use prudent and good judgment in selecting the cost- and time-efficient mode of travel, accommodations, meals, fees, and related incidental costs. Costs deemed excessive by the General Manager may not be reimbursed. Travel expenses for spouses or guests of staff members will not be reimbursed.

Authorized travel expenses include those costs incurred in the use of common carriers, e.g. plane, bus, and/or train from the point of origin to destination and return, rental car fees (where necessary), and bus and taxi fares.

### Example of Allowable Costs

Examples of typical allowable costs include coach rate airfare, train fare, or mileage; hotel; meals; transportation to and from hotel and airport; work-related telephone calls; and auxiliary cost such as tips and parking fees.

### Reimbursement Procedure

Employees requesting reimbursement for expenses incurred in connection with authorized travel shall have the trip scheduled and approved at least 2 weeks prior to travel. Whenever possible, miscellaneous charges should be charged to the hotel bill.

Upon completion of the trip, an expense form must be completed, signed, and submitted to the General Manager for review and payment authorization. Copies of all receipts shall be attached to the statement. Reimbursement will be made for that portion of expenses directly attributable to the authorized business activities.

#### Request for Advance Funds

The General Manager must approve all requests for advance funds for business expenses. Employees must account for all expense advances within 5 working days after returning from an authorized trip. Receipts must be provided, and residual funds returned to SEJPA within 5 working days. If actual approved expenses exceed the amount advanced, SEJPA will reimburse the employee following submission of receipts and an expense report form.

#### **CONFLICTS OF INTEREST**

Employees must avoid entering into transactions where it may appear that they are improperly benefiting from their employment with SEJPA. In general, a conflict of interest describes any situation in which the employee's own interest may influence the way he/she handles SEJPA business. This includes the use of an employee's position or relationship with SEJPA for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of SEJPA must be discussed with the employee's supervisor/manager, department director, and General Manager.

While it is impossible to list every circumstance that may create a possible conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

- Having a direct or indirect financial or ownership interest in an outside concern that does business with or is a provider of SEJPA (except where such financial or ownership interest consists of securities of a publicly owned corporation regularly traded on a public stock exchange).
- Providing managerial, consulting or other services to any outside concern that does business with, renders any services to, or is a service provider of SEJPA, except with the knowledge and written consent of the General Manager.
- Soliciting business for any individual or another entity, redirecting business away from SEJPA's normal services, soliciting existing customers, or interfering with any SEJPA contractual relations or business dealings.
- Accepting loans, kickbacks, or other substantial favors from any outside concern that does or is seeking to do business with SEJPA.
- Representing SEJPA in any transaction in which there may be or is a conflict of interest.
- Disclosing or using confidential information relating to SEJPA for personal profit, advantage, or any other reason.
- Accepting outside employment or work, directly or indirectly, which can or will adversely affect an employee's productivity or availability for a position with SEJPA.

This list is not intended to be all-inclusive or used as a substitute for good judgment. Should an employee become involved in a situation that may possibly give rise to a conflict of interest, immediate disclosure must be made to the General Manager in order to protect the interests of both SEJPA and the employee.

## **CONFIDENTIALITY**

Although SEJPA is a public government agency, some information relating to its business and activities, projects, employees, or customers is considered confidential, and employees shall not divulge any of this information to outside parties, without the prior written consent of the General Manager. All such information must be kept confidential during and subsequent to employment with SEJPA. The following examples are intended to serve as a guide to the types of such confidential information and material:

- Proprietary information including, but not limited to, pending proposals, disbursements, costs, contracts and forms, financial statements, pricing, customer lists, all data regarding customers, mailing lists, designs, drawings, models, plans, plans for future expansion or business development, or any other writings or drawings that may contain proprietary information.
- Matters of a non-public, technical nature such as security codes, computer programs, software, and other copyright protected information.
- Confidential data about employees, including employee addresses, telephone numbers, automobile identification, work location, performance evaluations, and other such personal information.
- Information pertaining to the security of SEJPA's system and customers.
- Privileged records, including those protected under the deliberative process and closed session privileges.

Upon separation of employment, or at any time upon SEJPA's request, employees must deliver to SEJPA any and all copies of confidential information and/or other SEJPA property.

## **SEPARATION OF EMPLOYMENT**

All employment with SEJPA is at-will, meaning an employee or SEJPA may terminate the employment relationship at any time, with or without notice, and with or without cause.

### Voluntary Separation

When an employee resigns or retires, the separation is considered voluntary. Employees are requested to give advance written notice, including all of the reasons for the resignation, to their supervisor/manager. Generally, in order for an employee to leave in good standing, a minimum of 2 weeks' notice is required.

### Involuntary Separation/Termination of Employment

An involuntary separation/termination of employment is one that is initiated by SEJPA for any reason other than a reduction in force.

### Job Abandonment

An employee who has been absent for 3 consecutive scheduled workdays without notification to his/her supervisor/manager, and without extraordinary extenuating circumstances that can be verified, will be considered to have abandoned his/her job and voluntarily terminated his/her employment without notice. The last day worked will be the date of separation.

Failure to return from an approved leave of absence or vacation within the time limits established will also be considered a voluntary termination of employment without notice. The date of the expiration of the leave or vacation will be the separation date.

#### Exit Interviews

Whenever possible, exit interviews will be conducted for separating employees. This interview allows employees to communicate their views on working at SEJPA as well as the job requirements, operations, and training needs of the position.

#### Final Pay

All accrued vested benefits that are due and payable will be paid upon separation of employment. The employee's final pay will be available either on the last day of employment, the first pay-period after the last day of employment, or as soon as practical.

#### Return of SEJPA Property

It is the responsibility of any separating employee to return all SEJPA property that has not previously been returned on or before the last day of work.

### **REDUCTION IN FORCE/LAYOFF**

A layoff is an involuntary termination that is initiated by SEJPA as a result of reorganization, position elimination, declining operations/lack of work, or lack of funds, etc., and not otherwise caused by the affected employee. Layoffs will be determined by position(s) at the sole discretion of SEJPA.

Should more than one employee occupy a position identified for layoff, comparative consideration as to which employee will be laid off shall be given to skills and qualifications possessed, performance records, and work history.

In the event of unusual economic conditions or other business reasons, SEJPA may elect to freeze or decrease pay rates to avoid a layoff or in conjunction with a layoff.

## COMPENSATION AND TIMEKEEPING

---

### CLASSIFICATION AND COMPENSATION – Appendix B – SEJPA Administrative Policy B-1

#### COMPENSATION PLAN

Wage/salary pay ranges are established by the Board of Directors. The General Manager may set an employee's compensation anywhere within the pay range. Rates are based upon an employee's job duties, responsibilities, skill sets, and work performance.

### WORK SCHEDULES, WORK WEEK AND HOURS OF WORK – Appendix B – SEJPA Administrative Policy B-3

Scheduled work hours are determined by SEJPA management and subject to change based on operational needs. All employees are expected to be at their workstations at the start of their scheduled shifts, ready to work. Employees are to check with their supervisor/manager regarding their individual work schedules.

Operation's normal business hours are 6:00 a.m. to 4:30 p.m. Administration's normal business hours are 7:00 a.m. to 4:30 p.m. These hours may change based on operational needs, at SEJPA's discretion.

#### PAYDAYS

Wages are paid on a bi-weekly basis. Paydays are on the Friday following the close of the pay period. If a regular payday falls on a holiday, employees will be paid on the preceding business day.

Employees are expected to report any errors on their paychecks to the Finance Department, which will correct those errors on the next payroll or as soon as practical.

#### TIMEKEEPING / TIMESHEETS

##### Timekeeping

It is the responsibility of every non-exempt employee to accurately record time worked. SEJPA must have an accurate record of time worked in order to calculate employee pay, benefits, and legally mandated deductions. Time worked is the time actually spent on the job performing assigned duties.

Overtime work must always be approved before it is performed. All time is rounded to the nearest 15-minutes.

##### Time Sheets

A time sheet is an official, legal document, and must accurately record time worked. Time is to be recorded daily and submitted at the end of each pay period to the employee's supervisor/manager for approval who then submits to Payroll not later than 9:00 a.m. on the Monday prior to payday.

It is important that time sheets be kept accurately and in a detailed manner. If an error occurs when completing a timecard, the employee should immediately bring it to the attention of his/her supervisor/manager for proper correction.

It is the employee's responsibility to sign their timesheet certifying the accuracy of all time recorded, that meal and break periods have been taken, and no injuries have occurred during this period. Employees are responsible for the accuracy of their own timesheet. Altering, falsifying, tampering with the timesheet, or

recording time on another employee's timesheet is a violation of SEJPA policies and may result in corrective action up to and including termination of employment.

## **REST AND MEAL PERIODS**

Non-exempt employees who work more than 3.50 hours are expected to take a 15-minute period of rest, one in the morning and one in the afternoon. Rest periods or "breaks" should occur as near as possible to the middle of the work period. These breaks are provided to enable employees to take care of their personal needs and may not be extended, added onto meal breaks, or used to compensate for late arrivals or early departures. When employees are not on a break, they are expected to devote their full efforts to their duties.

Any employee working 5 or more hours per day is expected to take a 30-minute meal period. Normally, employees are relieved of all active responsibilities and restrictions during meal periods and are not compensated for that time. Meal periods are expected begin no later than 5 hours after the start of the shift.

Employees are responsible for making sure they take their breaks and meal period. Employees are also responsible for documenting on their timecards that they have taken meal periods.

It is understood that circumstances may arise when employees cannot take their break or meal period because of equipment failure, the engagement in a critical task, or an emergency. All non-exempt employees are to advise their supervisor as soon as practical and receive approval to work through their break and/or lunch period. In this event, the employee will be paid for one extra hour at the employee's regular rate. It is a violation of SEJPA policy for non-exempt employees to work through their meal period without their supervisor's approval.

Any non-exempt employee who is unexpectedly ordered back to work for 2 or more hours beyond the employee's scheduled workday/shift due to an emergency shall be entitled to reimbursement of a meal and non-alcoholic beverages up to the maximum amount established by SEJPA (see Appendix C Salary And Benefits Resolution – Section III. G) upon submission of an acceptable receipt.

Employees who are working in high heat conditions (850 F in heat and 800 F in shade) shall receive a heat recovery break no less than 5 minutes at a time when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.

## **OVERTIME – Appendix B – SEJPA Administrative Policy B-3**

Under normal operations, employees will not be asked to work for 24 consecutive hours. A work day is defined as any consecutive 24-hour period beginning the same time each calendar day, which is 6:00 am for non-exempt operational staff, and 7:00 am for non-exempt administrative staff. As the new workday cycle begins, so do the overtime rules for staff. Therefore, if an employee begins a shift at 6:00 am and works continuously for a 24-hour period, the pay rate reverts to straight time at 6:00 am the following morning, which is a new work day and new shift.

## **COMPENSATORY ("COMP") TIME – Appendix B – SEJPA Administrative Policy B-3**

### **MAKE-UP TIME**

SEJPA allows non-exempt employees to request time off from work and make-up the time during the same work week under the following conditions:

- The request must be made in writing, with the employee's signature, on a form provided by SEJPA;



- The make-up time must be made up in the same work week;
- The immediate supervisor/manager must approve the make-up time prior to taking the time off;
- The request should be made 24 hours in advance; and
- The employee cannot work more than 12 hours in any one workday.

Requests for make-up time by non-exempt employees will be considered for approval based on the legitimate operational needs of SEJPA at the time the request is submitted. A separate written request is required for each occasion that the employee requests make-up time and should be attached to the payroll sheet.

If the time is taken off and the employee is unable to work the scheduled make-up time for any reason, the hours missed will be unpaid or deducted from accrued leave, if available. SEJPA may require make-up time worked in advance of the time planned to be taken off to be taken even if the need no longer exists.

An employee's use of make-up time is completely voluntary and will not be considered overtime hours within the employee's work schedule.

## **PAYROLL DEDUCTIONS**

SEJPA is required to withhold a portion of an employee's pay for taxes, government-mandated benefit programs, and other mandatory deductions from time-to-time. These legally required deductions include, but are not limited to the following items:

- Federal Income Tax
- State Income Tax
- Social Security Medicare Deduction
- CalPERS Retirement Plan contributions
- Court Ordered Deductions (such as garnishments) and Tax Liens

Additionally, employees may authorize certain deductions to be made from their paychecks each month for reasons such as payment of group medical insurance premiums and optional benefit plans. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub, or "pay advice" for using direct deposit.

## **PAYCHECK DIRECT DEPOSIT**

SEJPA offers direct deposit of wages to any bank, savings and loan, credit union, or any other financial institution that is a member of the Federal Reserve System. Employees may have the deposit designated to multiple accounts. To initiate direct deposit, employees must complete a designation form. Information required will include account tracking number(s), financial institution name(s), and amount(s) desired. A voided check is requested to ensure the correct account information.

Paycheck information may be viewed through SEJPA's payroll service, including all payroll deductions, information, and the net deposit made. Any questions regarding the payroll deposit or paycheck should be made as soon as practical.

## **AUTHORIZED PAYCHECK PICK-UP**

Paychecks will not be given to anyone other than employees or their supervisor without prior written authorization. The person picking up the check must show proper identification and sign for it. This policy was created to protect both the employee and SEJPA.

## **PAY ADVANCES**

SEJPA does not permit wage, salary, or pay advances to any employee, regardless of the reason.

## **SHOW-UP AND REPORTING PAY**

Non-exempt employees who are required to report to work and are sent home because work is not available will be paid for one-half the number of hours of the scheduled shift, but in no event less than 2 hours at their regular rate of pay. At SEJPA's option, employees in these circumstances may be assigned to other work not normally performed by the employee, instead of being sent home.

Show-up pay provisions are not applicable under the following conditions:

- Business operations cannot commence or continue due to potentially unsafe conditions for employees or at a property.
- The interruption of work is caused by an act of God or other causes not within SEJPA's control.
- The employee is notified in advance not to report for work.

Any employee sent home from work may supplement their hours with other earned benefit hours to make full pay.

## **CALL-BACK PAY – Appendix C - Salary and Benefits Resolution**

Non-exempt employees who are called back to work outside their normally scheduled workweek and/or normally scheduled working hours, or if their normal schedule has been changed within 72-hours of the posted work schedule, will be paid at the rate of one and one-half times the employee's regular pay rate for actual time worked, or for a minimum of 2 hours, whichever is greater. Call-back on holidays, weekdays, or weekends

after midnight, and before the start of the employee's regular shift, are paid at the rate of two times the employee's regular pay rate. Call-back pay in excess of the time actually worked will not be included in the regular rate of pay nor count towards overtime pay eligibility.

Reasonable meal reimbursement costs will be provided to those employees called back under emergency conditions. For emergency call-back, the employees should wear their uniform; however, in the event employees are unable to wear their uniform, they must wear long pants, shirt, work boots, and appropriate safety equipment necessary for the required work. Clothing that has become soiled or contaminated should be left on site for appropriate laundering.

Call-back time may include round trip travel time from the employee's residence not to exceed 60 minutes, or until their normal shift begins, whichever is the lesser.

Employees assigned to call-back assignments must be able to respond within 45-minutes driving time of the San Elijo Water Campus, during off-peak hours.

## **ON-CALL/STANDBY PAY – Appendix C - Salary and Benefits Resolution**

All on-call/standby assignments will be made for specific days, dates, and hours among those employees whose jobs necessitate their availability to independently respond to SEJPA operational needs and/or emergencies that may arise during abnormal operating days and hours. Generally, these assignments are made in advance with qualified employees by their supervisor/manager and to the extent possible on a rotating or voluntary basis. However, unexpected conditions may arise when advance notice is not possible. In these situations, employees are expected to assume such assignments as a condition of employment.

When a non-exempt employee is assigned an on-call status, on-call/standby time is paid as specified in Appendix C (Salary and Benefits Resolution). Such on-call pay is compensation given to an employee for hours in which he/she agrees to respond should there be a requirement to report for work or to respond to a telephone advisory situation. If the on-call/standby employee is required to respond to an on-site operational need, then the employee will be paid under call-back conditions. In that instance, the employee will resume his/her on-call/standby pay rate upon completion of the call-back work.

Employees who are assigned on-call/standby duty are encouraged to take a SEJPA vehicle home to be used for emergency call-back only. If the employee opts to not use SEJPA vehicle, he/she must have his/her vehicle equipped with the proper clothing, boots, and PPE for the required work. Further, an employee on on-call/standby is expected to use an assigned cell phone to ensure continuous contact during the hours of on-call/standby duty, and to maintain a normal state of mental, emotional, and physical ability as might be exercised for the performance of his/her regular duty.

If deemed necessary, the supervisor/manager has the discretion to reassign the on-call duty schedule.

## **SHIFT DIFFERENTIAL PAY/A SCHEDULED WORK SHIFT – Appendix C - Salary and Benefits Resolution**

Non-exempt employees assigned to other than standard “core” working hours shall be paid shift differential pay in addition to their base rate of pay for actual hours worked. Shift differential pay shall be calculated into the employee’s regular rate of pay for purposes of determining the employee’s overtime pay rate. Example: If an employee were scheduled to work from 1:00 pm to 10:00 pm, the employee would be eligible for shift differential pay, even though the hours may overlap a regular work schedule.

## **WORKING OUT-OF-POSITION-SPECIFICATION – Appendix C - Salary and Benefits Resolution**

An out-of-position-specification assignment shall be recommended in writing by the department director or General Manager and submitted to the General Manager. The recommendations must be approved by the

General Manager.

A regular employee in an out-of-position-specification assignment need not meet all the minimum qualifications of the higher classification.

## **ATTENDANCE AND PUNCTUALITY**

Employees of SEJPA are expected to be punctual and maintain regular attendance. Tardiness and absenteeism place an additional burden on other employees and may cause assignments to be rescheduled. Good attendance is an essential element in determining satisfactory job performance. An unsatisfactory attendance record of tardiness and absences is considered unsatisfactory and can result in corrective action up to and including termination of employment.

An absence is the failure to report for work as scheduled, be at a designated work area, begin or end a rest break or meal period on time, and/or leave prior to the end of a workday as scheduled.

### Reporting an Absence and Health Care Provider's Statement

Employees are requested to speak with or leave a message with their supervisors for any absence or tardiness whenever practical. Not following this policy may result in corrective action up to and including termination of employment.

A health care provider's statement may be required, at management's discretion, for any absence due to illness or injury of more than 3 days. SEJPA may request an evaluation of an employee's medical condition from an appointed health care provider at SEJPA's expense. Alternatively, SEJPA may require a health care provider's verification that employees are capable of resuming their job responsibilities before being permitted to return to work.

Any falsification, misrepresentation, or other violation of an attendance obligation to SEJPA can result in corrective action up to and including termination of employment.

### **APPROVED TIME OFF**

If time off from work is required, employees are required to schedule and obtain approval prior to the absence by submitting a request to their supervisor for time off in accordance with the applicable procedures in this Handbook.

Planned time off includes any situation that might prevent an employee from reporting to work on time for any scheduled workday, or any time off that needs to be scheduled (e.g., vacations, doctor's appointments, personal obligations, leaves of absence, etc.). If prior arrangements have not been made, employees must discuss an absence or inability to be at work on time directly with their supervisor.

SEJPA recognizes that it is sometimes necessary for employees to take care of personal business during the workday. However, personal business should be kept to a minimum and should be conducted during break times whenever possible.

### **SICK LEAVE SHARING**

#### Personal Hardship

Employees who have exhausted all accrued leave (sick, administrative, vacation) may request sick leave donations. The sick leave sharing policy applies to employees suffering from a catastrophic illness or other medical emergency.

#### Eligibility

Employees who are experiencing hardship due to the employee's or a family member's catastrophic illness or medical emergency and who have exhausted all accrued leave (including sick leave, administrative leave, and vacation leave) are eligible to request and receive donations of accrued sick leave from other employees who have agreed to surrender leave to SEJPA sponsored leave bank.

#### Requests for Donations

A written request for sick leave donations shall be submitted to the General Manager. The General Manager will verify the employee's eligibility, and make a written determination which will be given to the employee as soon as practical.

### Donations of Sick Leave

Employees who have more than 40 hours of accrued sick leave and who wish to donate sick leave to SEJPA sponsored leave bank on behalf of an eligible employee shall complete a Sick Leave Donation Form indicating the number of sick leave hours to be donated and the employee, if any, who the employee requests receive the benefit of the donation. All such donations are voluntary and irrevocable.

1. Donating employees must maintain a minimum of 40 hours of accrued sick leave after reducing their accrued leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours to any one eligible employee or more than a total of 100 hours.
3. Voluntary donations of accrued sick leave are final upon submission of a signed Sick Leave Donation Form that satisfies the conditions established by this Policy. The donating employee's accrued sick leave balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's accrued sick leave account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent permitted by law.

### Valuation of Donated Accrued Sick Leave

The value of the donated sick leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of sick hours to be added to the eligible employee's sick leave balance account. The Director of Finance and Administration shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours, which will be treated as taxable "wages" to such eligible employee, as part of any subsequent regularly scheduled payroll. No employee shall receive payment for more than 80 hours of sick leave, whether accrued or donated, during any regular bi-weekly pay period unless required by state or federal law.

# EMPLOYMENT BENEFITS

---

## HEALTHCARE: GENERAL INFORMATION AND ELIGIBILITY

This section of the Handbook is intended to provide a general overview of the benefits currently available to eligible employees of SEJPA. State and/or federal laws govern some of these benefits, while others are determined by SEJPA or governed by a benefit provider. Should there be a discrepancy between the contents of this Handbook and a provision of an applicable law, benefit plan, or contract, then the law, plan document, or contract will prevail.

All employees receive information regarding benefits plans during their Introductory Period and as changes occur. This information includes Summary Plan Descriptions (SPD), which are detailed benefit documents. Employees having questions regarding benefit matters should contact the General Manager.

SEJPA reserves the right to change, suspend, or eliminate any benefit at its sole discretion. When conditions warrant, and following Board approval, employees will be notified of any changes in employee benefit programs.

### Eligibility

Regular full-time and part-time employees are eligible to enroll in the group benefit plans. Coverage is effective the first day of the following month from the date of employment. All other employees (temporary employees or interns) are not eligible for coverage under any of SEJPA's group insurance plans except for employees returning from Military Leave of 30 or more days and who otherwise meet qualifying criteria. Coverage is effective on the first day of the month following eligibility and confirmed enrollment.

### Insurance Enrollment

Eligible employees must take the initiative to enroll themselves and their dependents in the group insurance program. The enrollment forms are provided as part of a new hire packet, and during annual open enrollment periods. It is the employee's responsibility to contact the General Manager during the first 5 business days of employment to sign up for insurance coverage. Failure to enroll within the first 30 days of employment may result in the inability to enroll for insurance coverage until the next open enrollment period.

SEJPA currently offers the following group benefits to its eligible employees:

- Medical
- Dental
- Vision
- Basic Life Insurance and Accidental Death and Dismemberment (AD&D)
- Supplemental Life Insurance
- Short Term Disability (STD)
- Long Term Disability (LTD)

Qualified dependents of enrolled employees may also enroll in the medical, dental, and vision insurance plans selected by the employee. For details regarding these insurance plans, together with a schedule of specific benefits provided by each plan, contact the General Manager.

#### SEJPA Contribution to Health, Dental Insurance, Vision Care Plan and Welfare Plans –

#### Appendix C - Salary and Benefits Resolution

For additional information on group insurance coverage, contact the General Manager.

#### **FLEXIBLE SPENDING ACCOUNT — SECTION 125 PLAN**

Full-time and part-time employees may make pre-tax contributions to SEJPA-sponsored IRS Section 125 Cafeteria/Flex Spending Plan that will allow the employee's health insurance premium payments and other qualified health care and child care costs to be deducted from pre-tax income.

Flexible spending reimbursement accounts can be used to set aside a predetermined dollar amount to cover eligible expenses that are not covered by the group medical, dental, and vision care plans. Employees may elect to contribute to the accounts through payroll deductions.

- The Health Care Reimbursement Account allows for eligible expenses not paid by the group medical plan, such as deductibles, co-payments, chiropractors, and orthodontists, to be paid from pre-tax contributions.
- The Dependent Care Account allows for eligible dependent care expense, such as child day care or adult home care, to be paid from pre-tax contributions.

For further details on the Section 125 Cafeteria/Flex Spending Plan, contact the General Manager or the Director of Finance and Administration.

#### **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

COBRA (the Consolidated Omnibus Budget Reconciliation Act) is a federal law that requires most employers sponsoring group health plans to offer covered employees and qualified beneficiaries the opportunity for a temporary extension of health coverage ("continuation coverage") in certain instances where coverage under the plan would otherwise end. This extension of coverage is offered at group rates plus an administrative fee, the cost of which is fully borne by the employee or beneficiary.

Employees and dependents covered by SEJPA's health insurance plan may have the right to choose continuation coverage if they lose group health coverage due to: termination of employment, reduction in hours, leave of absence, death, divorce or legal separation of an employee, employee's entitlement to Medicare, or a dependent child who no longer meets eligibility requirements. In order to ensure rights to benefit continuation, it is the employee's responsibility to notify SEJPA in writing within 30 days of a qualifying event. Questions concerning COBRA qualifying events and eligibility requirements should be addressed to the General Manager.

#### Certificate of Coverage

Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), SEJPA or the benefit provider will provide a certificate of prior insurance coverage whenever: an employee loses coverage or when COBRA coverage begins; when COBRA coverage ends; or upon request by an employee within 24 months after coverage ends under SEJPA's health insurance plan.

## **RETIREMENT PLAN**

### CalPERS Defined Benefit Plan (Plan)

SEJPA participates in the California Public Employees Retirement System (CalPERS), a defined benefit retirement program. Specific benefits are defined by SEJPA Board of Directors and approved by resolution. Additional information can be obtained from the General Manager.

Both regular full-time and part-time employees are eligible for and automatically enrolled in the Plan effective the first of the month following initial employment. Vesting occurs for each year in which an eligible employee works 1,000 or more hours, and employees become fully vested after the completion of 5 years of qualified service with SEJPA or other CalPERS plan.

Additional information concerning this Plan can be obtained from the General Manager or by contacting CalPERS.

### Social Security

SEJPA does not participate in Social Security; however, employees are required to have the Medicare portion of Social Security deducted from their payroll for future Medicare benefits.

## **DEFERRED COMPENSATION PLAN**

SEJPA provides an opportunity for all regular full-time and part-time employees to participate in SEJPA's Deferred Compensation Plan as a supplemental means of investing toward retirement. Employees are eligible to enroll in this plan effective upon their date of hire.

SEJPA will match up to 4 percent of base pay into a 401A plan for each eligible employee's contribution to the employee's 457 plan. Employees may contribute up to the maximum amount allowed under IRS rules. Employee contributions are made on a pre-tax basis; therefore, contributions are deducted from the employee's gross taxable wages each applicable pay period within annual contribution limits established by the Plan Administrator and IRS regulations.

Employees having questions or interest in learning more about the eligibility, investment options, contribution limits, and other features of SEJPA's Deferred Compensation Plan should contact the General Manager or the Director of Finance and Administration for further information.

## **WORKERS' COMPENSATION INSURANCE**

All employees are covered by workers' compensation insurance, effective the first day of employment. Workers' compensation insurance provides employees and/or their beneficiaries with certain benefits in the event of job-related illness, injury, or accidental death.

If an employee sustains a job-related illness or injury, they must report the illness or injury to their supervisor/manager and the General Manager. Failure to immediately report could result in a delay of benefits by the insurance carrier.

All payments due to a job-related illness or injury, including medical treatment, will be made by the workers' compensation insurance carrier as required by law. Workers' compensation insurance payments may be coordinated with any accrued sick leave or vacation taken as part of a medical or disability leave of absence.

Contact the General Manager for more information about workers' compensation insurance benefits.



SEJPA-Provided Physician (also read “Occupational Health and Safety” under heading “Employee Health and Safety”)

SEJPA provides medical treatment for work-related injuries through California Sanitation Risk Management Authority’s (CSRMA) Workers’ Compensation Medical Provider Network (MPN). The MPN provides appropriate medical care to the injured employees.

Employees who are injured in a work-related accident will be referred to the clinic assigned by SEJPA unless SEJPA has received a prior written notice that the employee wishes to be treated by his/her own health care provider. Pre-Designation of Personal Physician forms are available from the General Manager and must be signed by the employee and his/her doctor annually. The forms must be submitted to the General Manager prior to any injury.

Workers’ Compensation Fraud

Employees and former employees may be encouraged by outside persons, including attorneys or other professionals, to file fraudulent workers’ compensation claims. California law makes it a crime to knowingly file a false or fraudulent claim for workers’ compensation benefits, or to knowingly submit false or fraudulent information in connection with any workers’ compensation claim. Violation of this law is punishable by imprisonment of up to 5 years, a fine of up to \$150,000, or both. Filing a false or fraudulent workers’ compensation claim is also a violation of SEJPA policy, and may result in corrective action up to and including termination of employment.

SEJPA’s workers’ compensation insurance carrier has the right to investigate any claim submitted. Fraudulent claims may be referred to the California Department of Insurance, Fraud Division.

**LIFE INSURANCE – Appendix C - Salary and Benefits Resolution**

**SHORT TERM DISABILITY INSURANCE**

SEJPA pays for a short-term disability (STD) plan for all full-time, part-time, and temporary employees, effective the first day of the month from the date of employment. This insurance plan provides employees with certain benefits in the event of a non-job-related illness or injury, for up to 13 weeks. The benefit received is taxable income and pays 60% of the employee’s normal weekly earnings (maximum of \$1,000.00 per week). Not all forms of disability are covered under this plan. Employees who are covered by the STD plan may receive benefits beginning on the first day of absence for accidents or on the 8th day for sickness.

STD payments are coordinated with any other non-work related disability payments received by an employee. STD payments may be supplemented by accrued vacation, holiday, or comp time as part of a medical or disability leave of absence up to a maximum allowed by the Summary Plan Description. If all available forms of paid leave are exhausted or not sufficiently accrued for coordination with STD, only STD payments will be made so long as the affected employee complies with all required documentation conditions related to the disability. STD benefit claim forms and further information pertaining to benefits and limitations are available from the General Manager or the plan carrier.

**LONG TERM DISABILITY INSURANCE**

SEJPA pays for a long-term disability (LTD) plan for all full-time and part-time employees, effective the first day of employment. This insurance plan provides employees with certain benefits in the event of a non-job-related illness or injury, for a maximum period as defined in the Summary Plan Description. The benefit amount is 66-2/3% of normal monthly earnings (maximum taxable benefit of \$7,500.00 per month). Not all forms of disability are covered under this plan. Employees who are covered by the LTD plan may receive benefits following 90 continuous days of absences due to a covered accident or sickness.

LTD payments are coordinated with any other non-work related disability payments received by an employee, and may be supplemented by accrued time off as allowed by the Plan, vacation, holiday, or comp time taken as part of a medical or disability leave of absence up to a maximum of the employee's normal base pay. If all available forms of paid leave are exhausted or not sufficiently accrued for coordination with LTD, only LTD payments will be made so long as the affected employee complies with all required documentation conditions related to the disability.

LTD benefit claim forms and further information pertaining to benefits and limitations are available from the General Manager or Plan carrier.

## **UNEMPLOYMENT INSURANCE**

SEJPA pays an annual premium to the state unemployment compensation reserve account. Employees do not contribute for this benefit. Unemployment compensation provides a weekly benefit for a specified period of time due to a qualifying condition of unemployment, and may be taxable. These benefits are established by state and federal law and subject to change.

Unemployment insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for cause. At the time of employment separation, employees will be provided with a booklet published by the Employment Development Department explaining benefits, eligibility, and claim filing procedures.

## **ADMINISTRATIVE LEAVE – Appendix C - Salary and Benefits Resolution**

### **HOLIDAYS – Appendix C - Salary and Benefits Resolution**

### **VACATION – Appendix C - Salary and Benefits Resolution**

SEJPA offers paid vacation benefits that may be used for time off for personal appointments, doctors' appointments, family matters, school activities, religious observances, personal obligations, or for other purposes as defined in this Handbook. Employees on unpaid leave do not accrue vacation benefits.

#### Holidays During Vacation

Eligible employees on vacation will be paid holiday pay rather than vacation pay for SEJPA-observed holidays occurring during scheduled vacations.

#### Scheduling a Vacation

Vacation requests are to be submitted for approval to your supervisor at least 2 weeks in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage in the department. SEJPA will make every effort to accommodate vacation requests but reserves the right to approve or deny requests in its sole discretion.

Vacation requests will generally be approved in the order they are submitted. If a conflict arises where two employees simultaneously request the same dates for vacation and only one can be accommodated, the priority will generally be based on length of service.

Vacation pay will be based on the employee's regular pay rate in effect at the time such vacation is taken.

Exempt employees may take vacation leave only in increments of half or whole days. Non-exempt employees may take vacation in increments of 30 minutes or more.

## **SICK LEAVE – Appendix C - Salary and Benefits Resolution**

Employees accrue sick leave at a rate of 8 hours per month accumulated on a bi-weekly basis. The benefit accrual rate for part-time employees will be prorated based on the number of hours worked per week but in no event will be less than 1 hour of sick leave per 30 hours worked. Sick leave benefits may be accrued up to a maximum of 1,000 hours, after which accrual ceases until the balance of maximum accrued hours falls below the maximum accrual rate. Sick leave may be used at the oral or written request of an employee for themselves or a family member for: the diagnosis, care, or treatment of an existing health condition; preventive care; or other specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.

If while on vacation, an employee becomes ill, he/she may have the period of illness charged to his/her accumulated sick leave instead of vacation.

Exempt employees may take sick leave in increments of 2 hours. Non-exempt employees may take sick leave in increments of 30 minutes or more.

## **BEREAVEMENT LEAVE – Appendix C - Salary and Benefits Resolution**

### **JURY DUTY**

An employee shall be granted leave with pay for actual time spent on mandatory jury duty. Pay for the jury duty service shall not exceed the employee's regularly scheduled number of work hours. Employees who work for a governmental entity such as SEJPA are required by the court to waive the normal daily jury duty service fee. The employee may retain any travel allowance provided by the court.

Within 3 days of receiving a Jury Duty notice, employees must provide a copy of the notice to his/her supervisor/manager and to the General Manager for retention in his/her personnel file before reporting for Jury Duty service.

When on Jury Duty, employees must report for work whenever their presence is not required at court, including during "phone in" or "on call" status. If an employee is required to spend 6 or more hours at jury duty during any single day, s/he is excused from the remainder of his/her normal SEJPA workday shift. Employees who cannot report to work due to Jury Duty may be required to show proof of jury service or appearance. SEJPA may submit a request for a postponement in the event of conflicting compelling business reasons. No compensation shall be paid by SEJPA for jury duty served on an employee's regularly scheduled day off.

### **WITNESS DUTY AND SUBPOENAS**

An employee shall be granted time off to appear in court as a witness as required by law. Employees must give reasonable prior notice to SEJPA of the required appearance.

If the employee's presence as a witness is compelled by a properly issued subpoena, the employee shall receive such time off without loss of compensation. If the employee is a party to the proceeding, or an expert witness and receiving pay for services rendered, then the employee must use vacation leave to appear as a witness.

To receive paid time as provided above, the employee must provide SEJPA a copy of the subpoena and any witness fees actually received, except mileage.

An employee who serves as a witness within the course and scope of his/her employment, on a day that is a regularly scheduled day off, shall be paid at the employee's regular base rate of pay or at time and one-half, if

the employee otherwise qualifies for overtime compensation, for all hours the employee actually is required to be in court.

No compensation shall be paid by SEJPA for witness service on an employee's regularly scheduled day off if that service is not related to SEJPA business or the employee's SEJPA job duties.

## **SEMINAR ATTENDANCE AND CONTINUING EDUCATION – Also see Appendix C - Salary and Benefits Resolution**

SEJPA encourages employees to attend training and continuing education programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of SEJPA and the individual employee. Attendance at such activities may be required by SEJPA or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued from the General Manager.

Employees wishing to attend an activity must submit a written request to their supervisor/manager and, if approved, to the General Manager detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose, and justification for attendance.

### Seminars

Where attendance is required or authorized by SEJPA, SEJPA will reimburse reasonable expenses that generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed in advance with the employee's supervisor/manager, department director, and/or the General Manager. Employee attendance at such authorized outside activities will be considered time worked and will be compensated in accordance with normal payroll practices.

### Continuing Education

The continuing education program is available to all regular full-time and part-time employees. Educational assistance provided to part-time employees will be prorated. Only courses of study taken through accredited colleges, universities, correspondence schools, or recognized professional organizations qualify for reimbursement. These courses of study must meet at least one of the following criteria:

- Directly related to the employee's current position and job duties;
- Related to work which the employee can reasonably be expected to perform in the future; or
- Required for additional professional licenses required within their current or related department.

The General Manager will consider applications for financial assistance to cover tuition and certain other educational material costs of a broad range of educational courses that may be taken by a requesting employee outside of work hours. These funds will be available under the provisions of this program on a first come, first served basis. When available funds have been fully utilized, no additional educational assistance request can be approved without prior Board authorization.

In order for a course to be eligible for reimbursement, an employee must complete all of the following requirements:

1. Submit a course approval request to and obtain approval from the department director and General Manager prior to starting the course.

2. Submit a copy of the grade card or similar document from the educational institution, indicating the course of study completed.
3. Receive a passing grade of “C” or better (or “Pass” for courses having a Pass/Fail grading system).
4. Submit the request for reimbursement to the General Manager, including original receipts for all claimed reimbursement.

If an employee is requested by SEJPA to take an educational course, the employee will be paid for his/her time and all related course costs if the course is taken during normal business hours.

If an employee is eligible for scholarship, grant, and/or Veteran’s education benefit from either federal or state governments, they must exhaust those benefits prior to receiving education assistance from SEJPA.

Should the employee receive an unsatisfactory grade or less than a “C”, at the discretion of the General Manager, the employee will not be reimbursed and may be ineligible to participate in the program for the rest of the fiscal year.

#### Membership in a Professional Organization

Professional development may be provided through membership and participation in organizations relating to the employee’s area of responsibility. Participation in professional organizations benefits both SEJPA and the employee by providing:

- Information on new laws, procedures, and policies;
- Information on issues of importance to the profession; and
- Opportunity to increase knowledge and resources in the profession which benefits SEJPA.

The employee’s membership, participation, and fees shall be determined and approved by his/her supervisor/manager and the General Manager.

Involvement in professional organizations will not take precedence over job responsibilities.

#### **PROFESSIONAL CERTIFICATIONS**

Water and wastewater treatment operators, engineers, laboratory analysts, mechanical technologists, backflow prevention specialists, water distribution operators, and electrical/instrumentation specialists who work in water/wastewater facilities may be required by state law to be certified in their field from either State Water Resources Control Board, Department of Health Services, the California Water Environment Association, or the American Water Works Association.

SEJPA will pay the fees for up to two certification exam preparatory classes, the application, and examination fees for those employees who are required to have certification as a condition of continued employment, or at the employee’s request provided the General Manager approves. In addition, SEJPA will provide up to a maximum of 2 days with pay. The employee may use holiday, comp time, or vacation hours if additional time is required which is subject to the General Manager’s approval. Supervisor approval is required for time off which is dependent on operational requirements.

Certification fees and renewals will be paid by SEJPA provided the request for reimbursement is submitted no later than 3 months after the certification due date.

Prior to enrolling in a certification preparatory class, a completed form and/or application fee should be submitted to the employee's supervisor/manager for approval. SEJPA will pay for certification applications, and examination fees for each level of certification, and up to two preparatory classes. For exam reimbursement, proof of a passing grade must be submitted; and proof that certification requirements have been met prior to reimbursement or direct payment.

## **EMPLOYEE ASSISTANCE PROGRAM**

### Personal Wellness

SEJPA has established an Employee Assistance Program (EAP) to provide confidential services for our full- and part-time employees who may be faced with personal, family, or financial challenges. A limited number of hours for these services are paid for by SEJPA and use is voluntary. Employees may call the service provider at the telephone number listed on the bulletin board posting of this program. The only information SEJPA receives from this service provider is a case number and the number of hours used.

### Legal/Financial Benefits

SEJPA also pays for certain legal and financial professional services for eligible employees as part of the EAP. These services may include telephone consultation on legal matters, discounted legal fees, preparation of simple wills, dispute resolutions, and various financial planning and assistance services. Prescribed services and limitations of this Plan are available from the General Manager.

### Disciplinary Action

Under extraordinary circumstances, and as a possible alternative to severe disciplinary action including possible termination of employment, SEJPA may refer an employee to mandatory participation in the EAP. In these rare instances, the full and complete participation and cooperation of the employee becomes a condition of continued employment. The EAP keeps the employee information confidential. The only information received by the General Manager and/or the General Manager's designee is periodic confirmation that the referred employee is in compliance with attendance and outcome conditions. To authorize SEJPA to receive such information, the referred employee will be required to sign an authorization for the EAP to release this information.

# LEAVES OF ABSENCE

---

## GENERAL INFORMATION

Accruals such as sick, vacation, and holiday benefits will be suspended during unpaid leaves of absence, and will resume upon the employee's return to active employment. All leaves provided by SEJPA run concurrent with each other and with any applicable benefits or entitlements, unless expressly stated otherwise or required by law. Any employee who uses a leave of absence for other employment, unless approved by the General Manager, may be terminated from SEJPA. Employee performance and wage and salary review dates may also be adjusted by the total amount of time taken for leaves of absence exceeding 30 consecutive calendar days.

Employees on an unpaid medical leave of absence (MLOA) or Other Disability Leave who are not eligible for continued paid coverage may continue their group health insurance coverage in conjunction with the federal COBRA guidelines by making applicable monthly premium payments.

Employees should contact the General Manager for further information about leaves of absence.

## PREGNANCY DISABILITY LEAVE

SEJPA provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to the General Manager at least 30 days in advance of foreseeable events, and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the General Manager. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

SEJPA will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it medically advisable for an employee to take intermittent leave or a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, SEJPA may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of 4 months (17-1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan, the employee and SEJPA may mutually agree to supplement such benefit payments with allowable accrued available leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved

pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave. However, employees must continue to pay the employees' share of applicable premiums (for the employee and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide SEJPA with at least 1 week's advance notice of the date the employee intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

## **CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

Under the California Family Rights Act (CFRA), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by SEJPA for at least 12 months (not necessarily consecutive) and have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use SEJPA's request form, which is available upon request. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, grandparent, grandchild, sibling or a registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee; or
4. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, parent-in-law, grandparent, grandchild, sibling or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide SEJPA with a medical certification from your health care provider establishing eligibility for the leave, and you must provide SEJPA with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to SEJPA in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from SEJPA.

CFRA leave may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available.



You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued sick leave during unpaid family and medical leave that is due to your own serious health condition. If mutually agreed upon between SEJPA and the employee, sick leave may be used for the care of a qualifying family member or in connection with the birth, adoption or foster care of a child. However, if an employee is receiving benefit payments pursuant to a disability insurance plan or workers' compensation insurance plan, the employee and SEJPA may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law.

### **MEDICAL LEAVE OF ABSENCE (ADA)**

Any regular full-time or part-time employee who is temporarily disabled and unable to work due to a medical condition and who is not otherwise permitted by law to take a leave of absence will, upon request and certification by a healthcare provider, be granted a medical leave of absence without pay (MLOA) as a reasonable accommodation, unless such leave would cause an undue hardship for SEJPA. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave. Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. SEJPA will continue to provide any health, dental, and vision insurance benefits ordinarily provided by SEJPA for up to 120 days of the leave period, after which time, employees may continue coverage at their own expense through COBRA. .

### **PERSONAL LEAVE OF ABSENCE**

Requests for personal leaves of absence will be considered on a case-by-case basis. Consideration is typically based on factors related but not limited to staffing levels in the department among similar jobs, existing or projected workload demands, the requesting employee's work record, and the basis of the request. Personal leaves are generally considered for reasons such as a verifiable family or personal emergency not provided for by legally mandated leaves of absence, to complete a short-term educational requirement not associated with a condition of the employee's present job, or to attend to a medical condition not otherwise eligible or qualified under legally mandated leaves of absence.

Personal leaves requested in writing by a regular full-time or part-time employee and approved by the employee's supervisor/manager and the General Manager shall be for an initial period not to exceed 60 calendar days. Requests for an extension of the initial leave will not be considered unless submitted in writing with reasons for the extension prior to the expiration of the initial period granted, and shall not exceed an additional 30 calendar days.

Personal leaves granted must be taken with accrued vacation time, holiday, or comp time (including administrative time). If no such time is available or is exhausted during a personal leave, the time will be without pay or continuation of employment benefits. If the employee is disabled during a personal leave and sick leave use is authorized, such sick leave will be coordinated with any available disability benefits, whether SEJPA

provided or under a private plan, up to a maximum of the employee's normal full base pay to the extent sick leave is available.

While SEJPA may endeavor to allow the employee to return to their same job, SEJPA is not required to reserve the job of any employee who takes an authorized personal leave of absence, and such employees should not have a right or expectation to return to the same or similar job upon completion of a personal leave of absence.

## **WORKERS' COMPENSATION LEAVE**

Workers' compensation leave, without pay, is granted for situations in which there is a health care provider's written statement that a leave is required because of work-related illness, injury, or other physical disability. The health care provider's statement must provide complete details regarding the nature of the disability and the anticipated length of absence from work. Leaves involving questionable work-related disabilities, as permitted by prevailing state and federal laws, may be investigated by SEJPA and the workers' compensation insurance carrier.

An approved leave for a work-related disability will be extended for the duration of the disability until an employee: is released for either full or partial duty; is determined to be permanently disabled and unable to return to work; or informs SEJPA that he/she does not intend to return to work. If an employee is unable to return to his/her usual and customary position, SEJPA will enter into the interactive process with the employee as required by law.

Prior to returning to work, an employee must obtain and provide the General Manager with a health care provider's written release. The release must include specific restrictions, if any, that affect the employee's ability to return to work, and the anticipated duration of the restrictions. Failure to provide such health care provider's release will result in the employee not being allowed to begin work. In some cases, an additional medical release may be required from a physician appointed and paid for by SEJPA.

## **MILITARY LEAVE**

Military leaves of absence shall be granted for a period of up to 5 years consistent with state and federal law. To be eligible, employees must submit written verification from the appropriate military authority. Recognized military service shall mean active military reserve duty by a person in the armed services, to include the National Guard, during a state of national security emergency, a militia emergency, or to combat terrorism ("U.S. Military Armed Forces Reserve").

The employee shall submit, upon receipt, the active duty orders to his/her supervisor, who shall forward a copy to the General Manager.

An employee who is assigned to a U.S. Military Armed Forces Reserve organization and is subject to active or inactive duty training will be granted leaves of absence without pay, generally for up to 2 weeks. An employee may use his/her accrued, unused vacation, holiday or comp time benefits for all or part of an unpaid leave of absence for Reserve training to supplement his/her military pay so as to equal the amount of pay that would have been received from SEJPA during the leave of absence. Any portion of a leave that occurs after all available accrued vacation, holiday, or comp time benefits have been used will be without pay.

A military leave of absence without pay will be granted to an employee who is called to active duty in the U.S. Military Armed Forces. An employee returning from military duty shall be offered re-employment in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). If an employee fails to notify SEJPA of his/her intent to return to work within the time period allowed by law, the employee will be considered to have abandoned his/her job and voluntarily terminated employment without notice.

SEJPA shall reinstate employees returning from military leave to their same position or comparable position, status, and pay if they meet the following three conditions:

- Have a certificate of satisfactory completion of military services;
- Apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and
- Are qualified or able to become re-qualified with reasonable efforts to fill their former position.

Exceptions to this policy shall be made consistent with applicable federal and state laws and policies.

## **MILITARY SPOUSE LEAVE**

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the U.S. Military Armed Forces Reserve, and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to the General Manager within 2 business days or as soon as practical of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partners will be on leave from deployment.

Non-exempt employees must use vacation, holiday, and comp time in order to receive compensation for this time off. If no accrued time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of 4 or more hours under this policy to his/her vacation time account, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

## **VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING LEAVE & ACCOMMODATIONS**

Employees who are victims of domestic violence, sexual assault, stalking, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if an immediate family member is deceased because of a crime, are eligible for unpaid leave to seek relief related to the crime or abuse. Leave may be requested if an employee is involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety, or welfare of the employee or the employee's child. Employees are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. SEJPA will allow affected employees to use accrued vacation, holiday, and comp time for this purpose or, in the case of certification by a health care provider that the affected employee is disabled from performing their job for a specified duration, accrued sick leave may be used for this form of absence.

In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice to the General Manager of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence through any of the following:

- A police report indicating that the employee was a victim of domestic violence, or documentation from legal counsel.

- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence services advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

Employees have the right to ask SEJPA for help or changes in their workplace to make sure they are safe at work. SEJPA will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. SEJPA may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation.

SEJPA will, to the maximum extent possible and as required by law, maintain the confidentiality of an employee requesting leave under this provision. SEJPA is committed to ensuring employees are not retaliated against because they were a victim of crime or abuse, asked for time off to get help, or asked SEJPA for help or changes in the workplace to ensure safety at work.

Any employee who believes they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

## **VICTIMS OF CRIME LEAVE**

An employee who is a victim or who is the family member of a victim of a violent or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- The employee must be the victim of a crime, or an immediate family member, a registered domestic partner, or the child of a registered domestic partner of a victim.

An immediate family member, as defined by this law, includes a spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather. SEJPA further extends this leave to include a grandparent, grandchild, niece, nephew, domestic partner, or child of a domestic partner.

A registered domestic partner means a domestic partner who is registered in accordance with California state law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above. Before an employee is absent for such a reason, documentation of the scheduled proceeding must be provided to the General Manager. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney, prosecuting attorney's office, or a victim/witness office.

If advance notice is not possible, employees must provide appropriate documentation as soon as practical, but no later than 30 days after the absence. Any absence from work to attend judicial proceedings will be unpaid unless employees choose to take paid time off, such as accrued vacation, or sick leave where conditions would warrant the use of sick leave.

## **ADULT LITERACY LEAVE**

Pursuant to California law, SEJPA will reasonably accommodate any eligible employee seeking to enroll in an adult literacy education program provided the accommodation requested will not result in an undue hardship to the employer. SEJPA does not provide paid time off for participation in an adult literacy education; however, you may utilize accrued vacation, holiday, and comp time to the extent such time is available. Employees who do not have accrued time available will be permitted to take the time off without pay.

## **ALCOHOL AND DRUG REHABILITATION LEAVE<sup>1</sup>**

Pursuant to California law, SEJPA will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on SEJPA. SEJPA does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation, holiday, comp time, or sick leave should you want compensation for this time off. If you do not have accrued time available, you will be permitted to take the time off without pay.

This policy in no way restricts SEJPA's right to discipline an employee, including actions up to and including termination of employment, for violation of SEJPA's drug and alcohol abuse policy.

## **EMERGENCY DUTY/TRAINING LEAVE**

Non-exempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters are also eligible for leave up to 14 days per calendar year for fire or law enforcement training. If you are participating in this kind of emergency duty/training and need time off, please notify your supervisor.

Emergency Duty/Training Leave is unpaid. Non-exempt employees may choose to use accrued vacation, holiday, and comp time to receive compensation for emergency duty or training. Exempt employees who work any portion of the workweek in which they perform emergency duties or receive training will receive their full Salary for that workweek. Exempt employees will not be paid for emergency duties or training for any workweek where no SEJPA work is performed, and may use accrued time off other than sick time.

## **LEAVE FOR BONE MARROW AND ORGAN DONORS**

Pursuant to California law, SEJPA will provide up to 5 days of paid leave within a 1-year period to an employee who donates bone marrow to another person; SEJPA will also provide up to 30 days of paid leave within a 1-year period and up to another 30 days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

SEJPA requires that bone marrow donors use up to 5 days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to 10 days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed at least 90 days prior to the commencement of the leave and must provide written verification of his/her status as an organ or bone marrow donor, and the medical necessity for the donation. During such leave, SEJPA will continue coverage under its group medical insurance plan, if applicable. Employees should give their supervisor/manager and the General Manager as much notice as possible of the intended dates upon which the leave would begin and end.

---

<sup>1</sup> Only applies when SEJPA has 25 or more employees.

## **RETURNING FROM A LEAVE OF ABSENCE**

When an employee is returning from an approved leave with or without pay, the employee must notify their supervisor/manager at least 7 calendar days prior to the scheduled return date. SEJPA, at its discretion and based on anticipated business needs and operational concerns, may or may not be able to hold an employee's position open during a leave of absence.

If the position held no longer exists upon an employee's return, placement in another available position will be made, if such employee is reasonably qualified. If placement in another position cannot be accomplished, such employee will be laid off. Reinstatement after leaves involving pregnancy related disabilities, CFRA, U.S. Military Duty, Jury Duty, those leaves covered by Workers' Compensation, or other leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.

## **TERMINATION DURING A LEAVE OF ABSENCE**

Employees may be replaced or terminated during or following a leave of absence for any of the following reasons:

- Notice of intent to resign is given or demonstration of intention not to return to work.
- Employee fails to return to work within the time specified for the leave without having obtained an SEJPA approved extension of the original leave expiration date.
- Employee fails to supply a physician's or health care provider's certificate or other requested documentation to substantiate the need for a leave or a leave extension.
- Employee fails to accept their former position upon return, or if not available, another position for which they may be reasonably qualified.
- Employee refuses to undergo a medical evaluation by an appointed health care provider at SEJPA expense when requested.
- Employee accepts other employment at any time during the leave of absence.
- Employee's position no longer exists at the conclusion of his/her leave.

## **SUSPENDED PUPIL/CHILD LEAVE**

Pursuant to California law, SEJPA will provide time off for parents required to visit a child's school where this child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades one through twelve and must present to his/her supervisor the school's letter which requests the employee's appearance at the school, at least 2 days before the requested time off. Employees may use accrued vacation, holiday, and comp time while attending a child's school under these circumstances. If no accrued time is available, Suspended Pupil/Child Leave will be unpaid.

## **SCHOOL ACTIVITIES TIME OFF<sup>2</sup>**

California law allows a parent or guardian to take up to a total of 40 hours of time off each calendar year, but no more than 8 hours in 1 month, without pay to participate in their children's activities at school (grades K through twelve) or licensed day care facility. Employees may be required to provide their supervisor/manager

---

<sup>2</sup> Only applies when SEJPA has 25 or more employees.

with documentation from the school verifying that the employee participated in a school activity on the day of the absence.

Employees may use their accrued vacation, holiday, and comp time to receive this time off.

California law and SEJPA policy provide for a maximum of 40 hours of time off regardless of the number of dependents. Additional time may be approved by the General Manager.

### **TIME OFF TO VOTE**

SEJPA encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to reach a polling place during their non-working hours, SEJPA will grant up to 2 hours of paid time off to vote.

Employees must request time off to vote from their supervisor/manager at least 2 working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the workday/shift, whichever causes the least disruption to the normal work schedule. Employees must submit documentation of their polling place and a voter's receipt on the first working day following the election to qualify for paid time off.

### **CIVIL AIR PATROL LEAVE**

Pursuant to California law, SEJPA will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give SEJPA as much notice as possible of the intended dates upon which the leave would begin and end. SEJPA will restore the employee to the position he/she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

## **EMPLOYEE RELATIONS AND CONDUCT STANDARDS**

---

### **EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS – Appendix B – Administrative Policy B-2**

#### **OPEN DOOR / SUGGESTIONS AND QUESTIONS/REPORTING FINANCIAL IMPROPRIETIES**

Work-related questions or suggestions are best addressed by frank and prompt discussions. Accordingly, SEJPA promotes the following “Open Door” practices:

- SEJPA is always looking for better ways of operating our business and serving the community. Employees who have ideas for improving SEJPA’s services or doing a job more simply and economically are encouraged to give their suggestions to their supervisor/manager, department director, or the General Manager. Management will be glad to review and discuss all such suggestions.
- All employees are encouraged to express their views on SEJPA policies to management, either verbally or, preferably, in writing. Employees are expected to express such views in a calm, reasonable, and constructive manner. Anonymous suggestions may be submitted to the General Manager, department directors, or the General Manager.
- Suggestions and questions will be answered as soon as practical.

Employees who have a reasonable, good faith belief that an SEJPA employee, contractor, or other third-party is engaging in financial misconduct relating to SEJPA operations, or is engaging in conduct which results in the waste of the financial resources of SEJPA, should report this misconduct to the General Manager. If the employee feels uncomfortable about making a report to the General Manager, or if the General Manager is involved in the alleged misconduct, the report should be made to the hotline number maintained by the law firm of Procopio, Cory, Hargreaves & Savitch LLP (Procopio) at 760-444-1704. In the event Procopio does not respond adequately in the employee’s judgement, the employee should contact the Board of Directors’ Chairperson.

The General Manager, Board of Directors’ Chairperson, or SEJPA’s legal counsel will promptly investigate any such report of financial misconduct or waste of financial resources, preserving confidentiality to the fullest extent possible. Retaliation against SEJPA employees or any other person for reasonable, good faith reporting under this policy will not be tolerated.

#### **COMMUNICATIONS / BULLETIN BOARDS**

All SEJPA employees are encouraged to openly and honestly communicate while maintaining tact, courtesy, respect, dignity, and professionalism.

##### **Staff Meetings**

Staff meetings are held on an as-needed or pre-scheduled basis. All employees scheduled to work on meeting days are expected to attend, while unscheduled employees are expected to learn about the content of meetings on their next scheduled workday. These meetings are held to provide information, promote employee participation, contribute constructive ideas in solving problems, improve SEJPA, and allow us to operate more efficiently. It is an opportunity to exchange ideas, set goals, discuss opportunities for growth, and solve any problems with particular projects or assignments. If unable to be present, employees should notify their managers and offer to submit ideas in writing.



## **Bulletin Boards**

Bulletin boards are used to display required documents, changes in SEJPA, or information of general interest relative to our operations. SEJPA e-mails also are used to disseminate information to employees.

Posting of any notice or document on bulletin boards or elsewhere on SEJPA premises or website must be approved by management. Employees are generally not permitted to post personal notices and solicitations on SEJPA bulletin and electronic message boards without prior approval from management.

## **WORKING RELATIONS**

All employees are expected to be courteous and considerate of one another and to work with a “team player” attitude, including assisting and providing helpful information to other employees. All employees should accept the suggestions or instructions given to them in proper spirit. Problems should be discussed in private. If differences persist, employees should discuss them with their supervisor/manager, department directors, the General Manager, or the General Manager.

## **PERSONAL POSSESSIONS**

Employees are encouraged to avoid bringing expensive items or personal possessions that have monetary or sentimental value to work and to take all precautions to safeguard all such items.

Employees who bring any kind of personal items and possessions to work do so at their own risk. SEJPA accepts no responsibility for any items or possessions that are stolen, lost, or damaged in any way.

## **PERSONAL MAIL, TELEPHONE CALLS, AND VISITORS**

In general, SEJPA facilities are available for SEJPA business. Due to the volume of business calls required during the business day, personal calls on SEJPA telephones during working hours are to be kept to a minimum. Personal telephone calls, including cell phone calls, should be handled during rest breaks and meal periods.

While in the office during working hours, employees are to keep their cell phones on vibrate or silent mode when possible so as not to disturb others. Use of SEJPA telephones for personal long distance or toll calls is not permitted.

Additionally, SEJPA will assume that all mail addressed to the office is official SEJPA mail, even though it may be addressed to an individual. Employees should not have personal mail sent to them at SEJPA.

All employees should keep personal visitors to a minimum so as not to disrupt work or interfere with others.

## **PERSONAL USE OF SEJPA PROPERTY**

SEJPA resources are to be used only for legitimate SEJPA business purposes. SEJPA property includes equipment and tools, vehicles, and supplies, etc. Using, borrowing, or removing any SEJPA property for personal use without approval is prohibited. Unauthorized use, borrowing, or removal of SEJPA property by an employee is subject to corrective action up to and including termination of employment.

## **SOLICITATION/DISTRIBUTION OF LITERATURE**

In order to avoid disruption of operations, the following rules apply to solicitation and distribution of literature on SEJPA property or premises.

## Outsiders

Persons who are not employed by SEJPA may not solicit or distribute literature on SEJPA premises or property at any time for any purpose, except as permitted by law.

## Employees

Employees may not solicit or distribute literature during “working time” or in “working areas” at any time for any purpose. Working time includes both the working time of the employee doing the soliciting or distributing and the working time of the employee to whom the soliciting or distributing is being directed. Working time does not include meal periods, or any other specific periods during the workday when both employees are properly not engaged in performing their work assignments.

Further, it is strictly prohibited for any employee to solicit or imply their availability to perform private work for any customer or service provider of SEJPA. The solicitation of private work, for pay or no pay, on or off duty, shall result in disciplinary action up to and including termination of employment.

## **TECHNOLOGY AND COMMUNICATION**

The agency’s technology and communications systems include, but are not limited to, all computer, messaging, software, data, cell phones, and Internet.

**Computer Systems:** All computers and computer systems of any type (including, but not limited to, networks and file servers; desktop and laptop computers; smartphones; storage devices; or any other devices) are the property of the agency and are made available to employees for the purpose of conducting agency business. Use of an employee’s personal computers and/or storage devices (including, but not limited to, USB flash drives, zip drives, or any other such data storage device) for work product is not permitted without prior approval from your supervisor/manager.

**Messaging:** E-mail, voice mail, Internet access, and any other electronic communications systems are SEJPA property and are intended for carrying out SEJPA business. All messages transmitted via these systems will be treated as business messages. Any employee who sends a personal message on these systems should be aware that such messages will be considered business messages. Accordingly, no messages are personal, confidential messages of the employee, and all are subject to public record requests.

SEJPA confidential or proprietary information should not be transmitted via these systems outside the organization or even to employees within the organization unless such recipients are authorized to receive such information. Employees must not copy and send by e-mail or the Internet any information or software that is protected by copyright or other intellectual property laws. No software licensed to SEJPA may be duplicated or installed for use on another computer, unless SEJPA purchases a special multi-user license software package. Installation must be limited to the number of licenses.

All employees should keep e-mail, Internet, and voice messages businesslike and refrain from using the systems for gossip, personal messages, chat rooms, or chain letters. E-mail and voice messages should not be profane, vulgar, defamatory, or harassing. No one may use the voice mail, e-mail, the Internet, or other computer systems to download, send, or forward to others any discriminatory or threatening messages, ethnic or racial slurs, indignities, obscenities, sexual or offensive comments, off-color jokes, lewd graphics or pictures, pornography, or anything that may be construed as harassment or showing disrespect for others. Nor may employees use voice mail, e-mail or the Internet to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Any employee misusing the voice mail, e-mail, the Internet or computer systems, including giving another employee a personally assigned password, will be subject to disciplinary action up to and including termination of employment.

**Internet:** Employees are not to load any software programs or download from the Internet any software, screen savers, files, etc. without obtaining approval from SEJPA's Computer Network Administrator.

**Network Security:** Employees should take reasonable care to prevent introduction or spread of computer viruses into or through SEJPA's technology and communication systems and equipment. Employees shall not download, upload, open, or use any file, programs, or e-mail attachment from a source other than SEJPA until it has been scanned with an SEJPA-authorized anti-virus utility.

**No Right to Privacy:** There is no individual right to privacy relative to the use of SEJPA electronic communications or Internet systems. SEJPA may conduct random monitoring, inspections, and access communications to ensure that use complies with SEJPA's policy.

**Public Records:** Information stored in SEJPA technology and communications systems and equipment, including e-mail attachments and voicemail messages, may become public records.

## **RETENTION OF E-MAIL**

Users of e-mails are solely responsible for the management of their mailboxes. All computer users must review e-mail at least weekly and any permanent e-mails that are needed for SEJPA business should be filed appropriately either in a network location, or printed out (either hardcopy or pdf) and filed in the appropriate subject file. All incoming, sent, and deleted e-mails that are older than 90 days may be deleted automatically from the e-mail system on a daily basis. Items in the deleted items folder may be permanently deleted after 90 days.

## **SOCIAL MEDIA**

Employees are required to comply with all SEJPA policies whenever their social media activities may involve or implicate SEJPA in any way, including, but not limited to, the policies contained in this Handbook. Employees should be professional, courteous to their fellow employees and SEJPA's customers, and in addition, refrain from any discriminatory, harassing behavior. Employees should comply with all federal and state laws. Finally, employees may not speak on behalf of SEJPA.

## **INSPECTION OF FACILITIES/RIGHT TO SEARCH**

SEJPA provides offices, desks, cabinets, lockers, computers, equipment, vehicles, and other property that employees use in the performance of their job duties. These facilities are the sole and exclusive property of SEJPA. Accordingly, SEJPA reserves the right to inspect such facilities and property at any time, with or

without advance notice. This policy applies to all SEJPA property, regardless of whether it is for an employee's exclusive use and whether an employee is allowed to maintain a lock or other means to limit access to the property. To facilitate enforcement of this policy, employees also may be questioned, and their personal possessions inspected upon entering and/or leaving the premises with reasonable suspicion.

Employees are expected to cooperate as a condition of employment. Refusal to consent to inspections may result in corrective action up to and including termination of employment.

## **USE OF FACILITIES – OFF DUTY**

Employees are prohibited from remaining on SEJPA premises or making use of SEJPA facilities while not on duty. Employees are prohibited from using SEJPA facilities, property, or equipment for personal use or outside employment (including self-employment). Employees are permitted to use SEJPA's facilities, property and equipment in the same manner and subject to the same conditions as members of the public.

## **FALSIFICATION OF RECORDS**

SEJPA prohibits the falsification of the employment application, personnel, timekeeping, work orders, customer account information, injury report, or any other report, document, or record pertaining to SEJPA employment, operations, business, or compliance with any applicable federal and state laws. Any employee who engages in the falsification of any records shall be subject to disciplinary action up to including immediate termination of employment in addition to possible prosecution regardless of when the falsification occurred.

## **SMOKING AND TOBACCO PRODUCTS**

Research has repeatedly demonstrated the health hazards of the use of tobacco products, including smoking, breathing of second-hand smoke, chewing tobacco, and E-cigarettes. In the best interest of the health and safety of employees and the general public, E-cigarettes, chewing, and smoking of tobacco products is expressly banned within SEJPA buildings, process areas, confined spaces, and in SEJPA vehicles. Those who chew or smoke on SEJPA property must do so outdoors only in designated smoking areas, but not closer than within 25 feet of any entrance to SEJPA facilities, during regularly scheduled rest breaks and meal periods. Chewing or smoking is prohibited when working around combustible materials, or out in the field.

The success of this policy depends on the thoughtfulness, consideration, and cooperation of smokers and non-smokers. All SEJPA employees are responsible for advising members of the public or other visitors who are observed smoking or using tobacco products on SEJPA property, of SEJPA's policy. Employees should notify management of any person or persons who fail to comply with SEJPA's policy after proper communication.

## **DRESS CODE**

Employees are expected to utilize good judgment in determining their dress and appearance while on duty. Clothing and appearance should be neat, clean, business attire, and not constitute a safety hazard. Attire with bare back or midribs, tank tops, or any other revealing or extreme attire is not appropriate.

Certain positions with SEJPA require a uniform to be worn during working hours to protect personal health and safety. Employees whose position requires a uniform may not perform their job duties without wearing the required uniform. Uniforms should always be neat and clean. SEJPA provides uniforms to its employees which may not be removed from the premises or worn to or from work unless reporting on call-back duty or specifically authorized, by a supervisor.

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees that require uniforms for health and safety are required to wear such uniforms when on duty or on-call. Failure to adhere to this policy may result in disciplinary action including, but not limited to termination of employment.

## **UNIFORMS – Appendix C – Salary and Benefits Resolution**

### **IDENTIFICATION**

During new hire processing and orientation, each SEJPA employee will receive an employee identification with his/her photograph. The identification is to be in the employee's possession for identification purposes.

If the identification is lost or stolen, or the employee has had a name change, a request must be made to the General Manager for issuing a replacement identification. Lost or stolen identifications should be reported promptly to the employee's supervisor/manager or the General Manager.

Upon separation from SEJPA, an employee must return his/her identification badge to the General Manager.

## **USE OF TOOLS AND EQUIPMENT**

When using equipment or tools, employees are expected to exercise proper care and follow all operating and maintenance instructions, safety standards, and guidelines. No employee is to attempt to repair any equipment without the express authorization of the supervisor/manager. Use equipment and tools only for the purpose for which they were designed. Do not attempt to operate any equipment or machine until properly trained.

If any SEJPA equipment, machine, or tool is broken, malfunctioning, damaged, defective, or in need of repair, immediately, or as soon as practical, notify your supervisor/manager. Prompt reporting of damage, defects, and need for repairs may prevent deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of tools or equipment, including the removal from SEJPA premises, may result in corrective action up to and including termination of employment.

## **CELL PHONE USAGE**

Employees must adhere to all federal, state, and local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation, or other ordinance.

## **PRIVACY**

It should be understood that records and information about our customers and personnel information about our employees are considered strictly confidential and only those that have a job-related need and authority to know have a right to access and use such information.

Failure on the part of an employee to maintain the confidentiality and privacy of customer and employee information can result in disciplinary action up to and including termination of employment.

## **STANDARD OF CONDUCT AND CORRECTIVE ACTIONS**

SEJPA expects all employees to demonstrate professional behavior while at work. As with all businesses, SEJPA considers certain conduct unacceptable. It is not possible or practical to list every type of unacceptable conduct. The following behaviors are examples of conduct that should not take place in the work environment:

- Obtaining employment based on false or misleading information. Falsifying information or making material omissions in any SEJPA documents or records, including time sheets.
- Willful destruction or damage to SEJPA property or supplies, or to the property belonging to another employee, a customer, a supplier, or a visitor.
- Theft or unauthorized removal of property that belongs to SEJPA, another employee, a customer, a supplier, or a visitor.
- Misappropriation or unauthorized use of money, credit, property, or equipment of SEJPA or belonging to another employee, a customer, a supplier, or a visitor.
- Dishonesty of any kind, including asking another employee to lie, or withholding the truth from management.
- Rude, abusive, or threatening language or outbursts of anger toward management, employees, the public, or others.

- Possessing firearms or weapons on SEJPA property.
- Willful violation of any law, rule, or regulation (other than minor traffic violations or similar offenses) or pleading guilty to or being convicted of a felony or a misdemeanor that affects an employee's suitability for continued employment.
- Violation of SEJPA Policies of Conflicts of Interest and Confidentiality.
- Possessing or communicating confidential information without proper authorization.
- Malicious gossip and/or spreading rumors, engaging in behavior that creates discord or disharmony in the workplace, interfering with another employee on the job, or restricting work output or encouraging others to do the same.
- Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, stopping work before end of the workday, or leaving work early.
- Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by an employee's supervisor.
- Unlawful or unauthorized possession of alcohol or drugs while on duty or on SEJPA premises, or reporting to work under the influence of alcohol or drugs, including prescription drugs that may interfere with an employee's ability to safely and effectively do his/her job.
- Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with SEJPA equipment.
- Negligence, or any other action that results in regulation non-compliance, creates a negative impact to the environment, endangers other people or SEJPA property, or that disrupts work.
- Gambling while on the job or on SEJPA premises.
- Violating any security rules or procedures.
- Harassing, threatening, intimidating, or coercing any employee or another person, including violation of SEJPA's Policy Against Harassment.
- For employees in positions requiring the use of a vehicle for SEJPA business, becoming uninsurable by the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the employee's automobile liability insurance policy.
- Any other violations of SEJPA rules and policies, or those laws governing SEJPA employment and operations.

To ensure proper employee conduct in the workplace, violations of SEJPA policies or standards will result in corrective action based on the employee's conduct.

## DISCIPLINE

Corrective action procedures may include, among other measures, verbal counseling, written warnings, suspension, demotion, and termination of employment. SEJPA may use any form of corrective action deemed appropriate for the situation. Factors to be considered are:

- The number and type of offenses that are involved;
- The severity of the misconduct;
- The time interval and employee response to prior disciplinary action(s); and
- Previous work history of the employee.

For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale or possession of drugs or abuse of alcohol on company property, etc., termination of employment may be the first and only disciplinary step. Any step or steps of the disciplinary process may be bypassed at the discretion of SEJPA based on the results of its investigation of the offense.

### Levels of Discipline

**Counseling** – Counseling includes any discussion with an employee designed to assist the employee in clarifying and remedying a problem. The counseling discussion brings minor performance issues to an employee's attention, and assists the employee to correct them. A "Counseling Interview Memorandum" form will be used.

Counseling is normally given by the immediate supervisor.

**Verbal Warning** – A verbal warning notifies the employee that his/her performance or behavior must be improved for cases involving greater performance issues or when previous counseling has not changed behavior or performance.

A verbal warning defines the areas in which improvement is required, sets up goals leading to improvement, and notifies the employee that failure to improve will result in more serious action.

A verbal warning is normally given by the immediate supervisor, department director, and the General Manager. This action shall only be imposed upon review and approval of the department director and the General Manager. The "Employee Counseling Report" form will be used.

The "Employee Counseling Report" is kept in the employee's personnel file. A copy of the verbal counseling report is given to the employee.

**Letter of Reprimand / Written Warning** – A written warning is a notice to the employee that further disciplinary action may be taken unless performance or behavior improves and is generally given in cases of misconduct or when previous discipline has not changed behavior or performance.

A written warning admonishes an employee for misconduct and advises him/her of the consequences of failing to improve his/her performance or behavior. It generally contains the following information:

- what occurred;
- date and time of the performance or behavior;

- specific rule or policy violated;
- reference to previous conversations, counseling, and/or oral warnings;
- what the employee is expected to do to improve; and
- an outline of subsequent meetings or assignments to ensure that the employee has followed the directions for corrective action.

A written warning is normally given by the supervisor, department director and the General Manager. The General Manager's review and approval for additional disciplinary action will be required.

Copies of written warnings are given to the employee and the originals are placed in the employee's personnel file. The employee can request that verbal warnings and written warnings be removed after 3 years, unless other disciplinary problems have occurred within that time. Violations of the Violence in the Workplace Policy, the Drug and Alcohol Policy, or Sexual Harassment Policy, shall be permanently retained in the file.

**Suspension** – Suspension is the temporary removal of an employee from his/her duties without pay. Suspensions are normally given in cases involving serious misconduct or chronic behavioral problems for which previous discipline has not changed behavior or performance.

A suspension is usually given by the General Manager and Directors. This action shall only be taken upon the review and approval of the General Manager.

Copies of suspension notices are given to the employee and the originals are permanently placed in the employee's personnel file.

## INVESTIGATIONS

It may be necessary for SEJPA to conduct an investigation into an alleged or suspected form of misconduct by an employee. Employees should understand that SEJPA has a legal obligation to conduct, or have conducted, such investigations to ensure that the workplace remains efficient, safe, honest, respectful, ethical, legally compliant, and in other ways professional at all times. Therefore, the reporting of any suspected inappropriate act by any person, and cooperation with any resulting investigation, are both an expectation and condition of employment. Any employee who has information concerning an act of misconduct, or believes that such an act may have occurred, is required to promptly report all known information about the incident to their supervisor, department directors, or the General Manager. Employees should refrain from discussing the matter with other persons.

Failure to report a known or suspected violation of SEJPA's policies, practices, procedures, administrative directives, or violations of any law is considered an act of dishonesty and will be subject to disciplinary action up to and including termination of employment.

**Investigative Suspension** – A paid investigative suspension is a period during which time an employee is relieved of his or her job because of alleged serious misconduct. An employee may be placed on investigative suspension when it is necessary to determine the facts of the case, as in a fight, insubordination, drug or alcohol use at work, or theft.

**Disciplinary Suspension** – An unpaid disciplinary suspension may be given in addition to the investigatory suspension. The additional period of suspension will be at the discretion of the General Manager.



**Crisis Suspension** - A crisis suspension is given at the discretion of the management staff and in the absence of the General Manager. A crisis suspension is given when the alleged misconduct is serious enough to warrant removal from the workplace but the General Manager is unavailable to approve the suspension.

**Demotion or Reduction in Pay** - SEJPA regards demotions as rare and conducted only under unusual circumstances. Demotions may be voluntary or involuntary but in either case the affected employee will normally be provided with advance notice of the change of classification. However, SEJPA reserves the right to determine, on an individual basis, how a demotion will affect pay and under what circumstances it is in the best interests of SEJPA to demote an employee.

**Performance Improvement Plan** - Periodically it may be necessary or appropriate for a supervisor or manager to implement a Performance Improvement Plan (PIP) for an employee. The purpose of a PIP is to provide a mechanism for performance improvement when an employee's job performance falls below the established standards in one or more essential job duties or responsibilities.

**Termination** – Action to permanently terminate an employee's employment with SEJPA for cases involving significant performance issues or when previous discipline has not changed behavior or performance. A termination of employment is usually given by the General Manager. Copies of dismissal notices are given to the employee and the originals are kept in the employee's permanent personnel file.

SEJPA reserves the right to bypass any disciplinary steps and base its disciplinary action on the severity, frequency, or combination of infractions when circumstances warrant immediate action.

## **OPEN DOOR POLICY, PROBLEM SOLVING AND HOTLINE**

### Problem-Solving Procedure

SEJPA has an internal open door policy in which employees can bring grievances or other issues of concern to SEJPA management. The purpose of this process is to foster open, effective communication, and to potentially resolve employment related problems that may occasionally arise. SEJPA encourages all employees to discuss any work-related problems or concerns with their supervisor and to review them with a higher level of management, if necessary. Resolving problems early often prevents misunderstandings that occur when communications break down.

Employees may use the following procedure to resolve any problems or concerns that impact them regarding application or interpretation of SEJPA's human resource policies and practices contained in this Handbook, working conditions, fair treatment, and other terms and conditions of employment without fear of ridicule, retaliation or reprisal:

1. Meet with the Immediate Supervisor/Manager: Discuss the issue with your immediate supervisor/manager within 10 days. The supervisor/manager will provide a written response within 10 working days. In the event satisfaction is not received through this meeting, or if the employee feels he/she cannot go to their immediate supervisor/manager for any reason, employees may discuss the situation with the next higher level of management.
2. Refer the Problem to Department Directors: If the supervisor/manager's response does not resolve the problem to the reasonable satisfaction of the employee, the employee may submit a written request within 10 days for review by the employee's supervisor/manager. If no supervisor/manager position exists for a particular employee, the General Manager will designate another senior manager to hear the matter and pursue resolution that may include further investigation into relevant details. The supervisor/manager or designee will discuss the problem with the employee and any other concerned party within 10 working days of receiving the written request for review. This person shall then respond in writing and verbally to the

affected employee within 10 working days. If the employee is still not satisfied with the decision, he/she may discuss the decision with the General Manager by filing a written request for an appeal within 10 working days of receiving the supervisor's or designee's response.

3. Refer the Problem to the General Manager: Upon the timely receipt of an employee's appeal to the General Manager, or his/her designee, a meeting with the employee and any others deemed appropriate, along with all related documentation, will be arranged within 10 working days. Unless additional time is needed for a further investigation into the matter, the General Manager or designee shall respond and notify the employee in writing of SEJPA's final response to the problem or complaint within 10 working days following the evidentiary meeting.

All time limitations provided above may be waived or otherwise altered at the mutual prior consent of both parties. The General Manager shall be responsible for the processing, monitoring, and guidance of this problem-solving process to objectively ensure its timely and equitable administration.

Employees who do not feel comfortable discussing a problem or concern with their supervisor/manager may discuss the matter privately with the General Manager to determine an appropriate course of action. Likewise, employees who feel they have experienced retaliation as a result of reporting a problem or filing a complaint should immediately contact the General Manager.

#### Hotline

SEJPA has established a Hotline where employees or former employees can report suspected illegal or unethical conduct in the event that internal resolution channels have been ineffective, or where the employee wishes to remain anonymous.

The law firm of Procopio, Cory, Hargreaves & Savitch LLP (Procopio) is responsible to maintain the integrity of the Hotline (760-444-1704). Attorneys will conduct appropriate investigations and follow-up in response to Hotline calls, and report Hotline activity to SEJPA Board of Directors on a regular basis.

A Hotline caller is not required to disclose his or her identity. However, callers should provide sufficient information and facts that will enable Procopio to conduct an effective investigation. No retaliatory action will be taken against any employee for reporting suspected violations on the hotline.

#### **PERFORMANCE/SAFETY INCENTIVE PROGRAMS – Appendix C – Salary and Benefits Resolution**

Any performance/safety incentive programs are dictated by a Board Resolution. The current Resolution is attached for reference.

## EMPLOYEE HEALTH AND SAFETY

---

### DRUG AND ALCOHOL POLICY

Employees are the most valuable resource at SEJPA. For this reason, SEJPA has a critical interest in ensuring the health, safety, and well-being of its employees and the maintenance of a safe and efficient work environment.

To this end, SEJPA follows applicable standards and guidelines in accordance with the Drug-Free Workplace Act of 1988, the Federal Department of Transportation, and other laws. Consistent with these standards, SEJPA may designate “safety sensitive” positions that are subject to discretionary random drug testing. Notice of any such designation will be provided to affected employees.

The possession, use, or sale of controlled substances (such as cocaine, heroin, and other drugs including prescription drugs and marijuana, with or without a prescription) in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. Likewise, the possession, use, or being under the influence of alcohol in the workplace poses safety and production risks. All employees must report to work in a fit condition to perform their jobs safely, effectively, and efficiently.

The manufacture, use, sale, purchase, possession, or distribution of alcoholic beverages, illegal drugs or controlled substances (including marijuana, with or without a prescription) by any employee while on SEJPA property or in a vehicle while performing SEJPA business is strictly prohibited. An illegal drug is any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. Coming to work with illegal drugs in the employee’s system or being under the influence of alcohol or drugs while performing SEJPA business or while on SEJPA property is prohibited.

See Appendix A *Alcohol and Drug Abuse Policy and Testing Protocol* for additional information.

### FITNESS FOR DUTY

Based on documented reasonable suspicion of an employee’s questionable fitness for duty, SEJPA reserves the right as a condition of employment to refer an employee for professional evaluation of their fitness for duty. Such evaluations may include drug and/or alcohol testing, a medical examination by a qualified occupational health physician, referral for evaluation by SEJPA’s Employee Assistance Program, or other professional sources SEJPA considers appropriate.

Referred employees, including secondary referrals, must comply with the instructions, dates, times, and locations of the referred source as a condition of continued employment. Failure to cooperate and/or participate in such referrals may be considered grounds for termination of employment.

All information pertaining to a fitness for duty referral shall be regarded as confidential by the employee’s supervisor/manager and the General Manager. Only the General Manager shall have the authority to receive information from referred sources regarding the nature of the referral and resultant outcomes.

### OCCUPATIONAL HEALTH AND SAFETY/JOB INJURIES

SEJPA is dedicated to maintaining standards for the safety and health of its employees. As part of that goal, SEJPA is committed to providing employees with a work environment that is conducive to safe, effective, and productive job performance. The health and safety of our employees is a priority. All employees must follow safe working practices and encourage others to work safely.

Administration of the safety program is specifically assigned to the Director of Finance and Administration, and general responsibility given to managers, supervisors, and every employee. Your managers and supervisors have been given the full responsibility to enforce the safe job procedures developed for each job function. However, prevention of injuries is only possible through a team effort. SEJPA will comply with all Cal/OSHA rules and regulations including Injury and Illness Prevention Plan. Failure to follow all policies and procedures may be subject to discipline up to and including termination of employment.

Employees are expected to follow all applicable safety procedures. Employees who are uncertain of the safe way to do the job must ask for help. Employees must inform their supervisor/manager of any perceived hazards. Each employee is expected to exhibit the same enthusiasm and pride in supporting our safety program that we do in providing the service that our customers expect from us.

### Accidents/Injuries and Illness

All accidents must be promptly reported to the employee's immediate supervisor/manager and the General Manager. Any injury, no matter how minor, which occurred at the workplace or during the course of employment, must be reported promptly. Employees may be entitled to Workers' Compensation benefits for on-the-job injuries, and prompt, accurate reporting of accidents is required to obtain these benefits.

### Safety

By using good judgment, following proper safety procedures when lifting and carrying heavy objects, and operating equipment properly, employees will help SEJPA meet its objective of preventing personal injury and property damage. The following are a few of the safety guidelines employees must follow:

- Report any unsafe or hazardous condition to management immediately. Reports and concerns about a workplace health and safety issue or the existence of a hazardous condition or practice in the workplace may be made anonymously. All reports can be made without fear of reprisal or retaliation.
- Comply with SEJPA's safety rules and follow the code of safe work practices.
- Do not operate defective equipment, and report all equipment defects to your supervisor/manager immediately. Under no circumstances should any repairs be attempted by anyone other than authorized maintenance personnel. It is the employee's responsibility not to operate defective equipment.
- Notify any supervisor/manager, director, or the General Manager of any emergency situation.
- Avoid awkward positions when bending, stooping, or turning.
- Request assistance when lifting, pushing, or carrying heavy objects.
- Be cautious in the use of extension cords and multi-unit plugs.
- Dispose of damaged extension cords promptly.
- Do not leave any obstructions on the floor. General housekeeping is each employee's responsibility.
- Do not block any exit doors or electrical panels.
- Know the location, contents, and use of first aid, fire equipment, and other safety equipment.

Employees who violate health and safety standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations may be subject to corrective action up to and including termination of employment.

### First Aid

First aid kits are located at Headquarter, Maintenance Garage, Switch Gear #2 restroom, and in each SEJPA vehicle. Employees are not required to provide first aid. First aid is the primary treatment for a job injury, followed-up with care as be required. All injuries that occur in the course and scope of employment with SEJPA, regardless of how minor, must be promptly reported to the injured employee's supervisor/manager and Director of Finance and Administration.

### On the Job Accidents and Reporting Job Injuries

If necessary, your supervisor/manager will call the paramedics, or arrange for transportation to an emergency treatment facility.

As part of the accident investigation, all employees involved in the industrial injury may be required to submit to a post-accident drug test if there is a reasonable suspicion of violation of SEJPA's Alcohol and Drug Abuse Policy.

Supervisor/managers will be required to make a written report of the on-the-job injury/illness using the required forms. These forms must be completed in a reasonable reporting time following the incident for which the employee has realized a work related injury was incurred. It is preferred to be completed within a 24 hour time period.

SEJPA maintains all required logs and reports, posts appropriate notices on the bulletin boards, and ensures that notices are current and adequate.

## **GENERAL HOUSEKEEPING**

SEJPA wants to provide an attractive, safe, and pleasant atmosphere for its employees and customers. All employees are expected to keep their work areas clean, organized, and uncluttered. It is important that employees understand and fulfill their responsibilities to SEJPA and to fellow employees when it comes to housekeeping.

It is every employee's responsibility to keep all work areas clean and trash free. This includes appliances such as the refrigerator, microwave, and coffee maker. All employees are expected to clean up and dispose of food, drink, and trash properly at the end of each rest or meal period. Employees are responsible for the cleaning of the mugs, glasses, dishes, and utensils that they use. In general, it is for the safety and benefit of everyone that we keep our facilities and workstations clean and orderly.

## **WORKPLACE SECURITY AND MONITORING**

SEJPA is committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, SEJPA believes that measures can be adopted to increase protection for employees and to provide a secure workplace. Accordingly, acts and/or

threats of violence by or toward employees will not be tolerated and may be grounds for disciplinary action up to and including immediate termination of employment. Similarly, acts and/or threats of violence by visitors, members of the public, or other non-employees will likewise not be tolerated, and will be grounds for appropriate remedial action. Remedial action includes, but is not limited to, removal of offenders from the premises, removal of employees from work schedules, suspension without pay pending the outcome of an investigation, mandatory participation and completion of an SEJPA-directed Employee Assistance Program,

disciplinary action up to and including termination of employment, the filing of a temporary restraining order or court ordered injunction, and any other actions deemed appropriate based on specific circumstances.

SEJPA believes prevention of workplace violence begins with recognition and awareness of potential early warnings. Workplace violence includes: threats of any kind; threatening or physically aggressive or violent behavior; harassing or threatening phone calls; stalking; other behavior that suggests a propensity toward violence such as belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of SEJPA property; a demonstrated pattern or refusal to follow SEJPA policies and procedures; defacing SEJPA property or causing physical damage to the facilities; or bringing weapons or firearms of any kind on SEJPA premises.

It is every employee's responsibility to report to their supervisor/manager, or a member of the management staff any incident of any threat or act of violence, or use or observation of any weapon on SEJPA premises or vehicles, including acts of intimidation or confrontational behavior. Do not confront any person who is hostile or overly agitated. Instead, immediately report to management any person(s) who acts in a suspicious, hostile, or violent manner. All reports of workplace violence will be taken seriously and will be reviewed promptly, and appropriate corrective action will be taken.

Recommendations to prevent workplace violence, reduce security hazards, and limit access to work areas by unauthorized persons should be made to management.

In an effort to provide security of SEJPA premises and related work locations, SEJPA may inspect, monitor, and/or provide camera surveillance at certain locations from time to time as deemed warranted.

## **EMERGENCY ACTION**

Employees are required to know the location of all emergency exits in their work area and the routes to these exits. Employees are required to know the location of all alarms and fire extinguishers, in addition to becoming familiar with the proper use of emergency equipment. Employees are required to review and become familiar with SEJPA's emergency evacuation plan. Employees should ask their supervisor or manager if they are unsure about the location of emergency equipment or evacuation procedures.

## MISCELLANEOUS POLICIES

---

### SEJPA SPONSORED SOCIAL EVENTS

Employees are not required to attend or participate in any off-duty party or recreational, social, or athletic activity. SEJPA periodically may sponsor such voluntary activities for employees and their immediate families, but no employee is required or expected to attend.

Participation in any off-duty SEJPA sponsored recreational, athletic, or social activity is strictly voluntary and is at the employee's own risk. SEJPA assumes no liability for any injury or accident arising out of any off-duty party, social event, or recreational activity. It is important to remember that injuries or illnesses that may result from participation in an SEJPA-sponsored recreational, athletic, or social activity are not covered by Workers' Compensation insurance.

Employees are advised and expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause them to be unfit for the safe operation of a motor vehicle, or to behave in an intoxicated or disorderly manner. Any employee who feels his/her driving skills or reaction times might be impaired, even slightly, should not drive. Safe options include but are not limited to: taking a cab home, calling a friend or relative for a ride, asking another employee who has not been drinking alcohol for a ride home, or requesting any supervisor/manager to arrange transportation.

The behavior of all employees and their guests attending an SEJPA-sponsored social event is expected to comply with the conduct guidelines of this Handbook.

### CELLULAR PHONE PLAN

The Cellular Phone Plan is to provide guidance on the usage of wireless devices, establish reimbursement procedures, and to distinguish between SEJPA-owned and employee-owned equipment. Cellular or wireless phones include smart phones that have data plans for e-mail, internet access and various applications. The goal of the Cellular Phone Plan is to reduce agency costs related to the use and administration of wireless services. In addition to the terms of this Plan, employee use of cellular phones must comply with all other applicable SEJPA policies.

When an employee's employment activities warrant the use of a cellular phone for business purposes, the employee may elect to use the Agency's cellular phone or receive a reimbursement to maintain a personal cellular phone including a wireless plan.

The following outlines guidelines for the Wireless Plan within the two categories:

#### SEJPA-Owned Equipment

- Based on SEJPA business as determined by the department director or General Manager, designated employees shall be issued an SEJPA-provided wireless phone.
- SEJPA equipment is for business use only.
- Employees in possession of SEJPA-provided wireless phones are expected to protect the equipment from loss, damage, or theft.
- In the event of lost, damaged, or stolen SEJPA-provided wireless phones, the employee must report the incident the next business day or as soon as practical, to the Director of Finance and

Administration. At the discretion of SEJPA based on facts and circumstances, a replacement phone may be provided at no cost to the employee.

- The employee must return the cellular phone upon separation of employment.

#### Employee-Owned Equipment

- Based on SEJPA business as determined by the department director or General Manager, designated employees may elect to use their personal cellular phone for business purpose and receive reimbursement.
- Employees who elect this option are responsible for the purchase of a wireless phone and payment of the monthly service plan charges. The personally-owned wireless phone must be available for the employee to be contacted by SEJPA.
- Employees must provide the Agency with the wireless phone number obtained as a result of the reimbursement.
- The employee must notify SEJPA within 10 business days if the wireless services are cancelled or expired.
- Employees will be responsible for all interaction with their service provider for technical, equipment, and billing.
- All contractual obligations agreed upon by the employee and their service provider is the employee's sole responsibility, including any termination fees.
- The employee is responsible for replacement of lost, damaged, or stolen equipment.
- Employees shall provide documentation if requested by SEJPA verifying continued ownership, business use, and service plan of a cellular phone in order to maintain their monthly reimbursement.
- In the event of lost or stolen cellular phones, the employee must report the incident the next business day or as soon as practical.
- Employees have a limited right to privacy on any private device used for business purposes and agree that upon termination of employment or SEJPA's request, the employee must transfer all work-related information contained on the device to SEJPA then have the device wiped so that all work-related information is permanently deleted.

#### Reimbursement Allocation

The maximum allowable reimbursement for a voice/text/data plan is \$23.08 per pay period.

#### Safety

In accordance with California Vehicle Code Section 23123 and all other applicable laws, the Agency prohibits its employees from driving any motor vehicle while using a hand-held cellular phone during business hours or while performing job duties, unless the cellular phone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. The use of text messaging is strictly prohibited while driving.



To comply with this Cellular Phone Policy, SEJPA encourages its employees not to receive or make calls while driving.

#### Separation from SEJPA

In the event an employee separates from SEJPA, the Cellular Phone Plan reimbursements shall terminate on the employee's separation date.

#### Tax Guidance

The Cellular Phone Plan is non-taxable under current IRS regulations. Employees shall agree to indemnify SEJPA for all taxes and penalties which may be assessed by taxing authorities, including the IRS, in the event of a determination that there was insufficient substantiation of business usage to support a non-taxable reimbursement.

### **LACTATION ACCOMMODATION**

In compliance with California Labor Code § 1030 et seq., SEJPA provides sufficient break time for employees who are breastfeeding to express milk at work. When possible, this need should coincide with the employee's meal or rest periods. Any additional time that is needed will be unpaid. When possible, supervisors will consider flexible schedules to accommodate an employee's needs. In addition, SEJPA will provide a private place to express breast milk, other than a toilet, in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. The lactation location will be safe, free from intrusion and shielded from view, clean and free of toxic or hazardous materials, will contain a surface to place a breast pump and personal items, contain a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. Lactating employees will be provided with access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to the employee's workspace.

Employees have a right to request lactation accommodation under this section and may do so by contacting the General Manager or other supervisor. If SEJPA cannot provide break time or a location that complies with this policy, it shall provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of rights to lactation accommodation provided by law.

### **MEDIA CONTACT/PUBLIC REQUESTS FOR INFORMATION**

Only the General Manager or an employee designated by the General Manager is authorized to release information to the media. In the event the media contacts another employee, the employee should request the name, phone number, and the organization represented, then give that information to their supervisor, who will promptly communicate this information to the General Manager.

### **VISITORS**

All visitors must enter SEJPA facilities at the main entrance and must not enter work areas without specific management permission. Any unauthorized person(s) on SEJPA property will be asked to leave immediately. Those employees who allow unauthorized visitors to enter the premises in any way may be subject to corrective action up to and including termination of employment.

### **GIFT/GRATUITY ACCEPTANCE**

All employees shall comply with restrictions on acceptance of gifts set by the Fair Political Practice Commission and California law for designated public officials. Under these limitations, SEJPA employees may accept gifts valued at less than \$50.00, but not totaling more than \$520 in a calendar year from a single source. All gifts received valued at or over \$50.00 shall be reported to their supervisor in writing within 30 days of receipt. The

value of a gift is the price at which the item would sell for on the open market. The exception to this policy is seasonal holiday gifts of nominal value given to, or shared with, employees in recognition of their customer service excellence. It is strictly prohibited for any employee to solicit any gift, gratuity, or other item, service, or product of monetary value from any other person in connection with their employment with SEJPA. Such actions may be subject to discipline up to and including termination of employment. Employees having any questions concerning this policy, or specific instances, should direct their questions to their supervisor or the General Manager.

## **POLITICAL ACTIVITIES**

Generally, SEJPA encourages employee participation in political activities as a matter of good citizenship. However, since SEJPA is a public agency as chartered under the State of California, and governed by an appointed Board of Directors, guidelines concerning certain political activities by employees must be observed. Therefore, employees may not campaign for or against any candidate or issue, engage in political activities, or solicit funds for political groups during working hours, on SEJPA premises, or while wearing an SEJPA uniform, badge or similar apparel that is likely to identify you as an SEJPA employee. Likewise, employees may not solicit or distribute politically oriented information or materials, nor place or post such materials (including bumper stickers) on SEJPA property, including but not limited to bulletin boards, vehicles, buildings, or other equipment property owned by SEJPA.

These restrictions are solely for the purpose of keeping SEJPA jobs free from political influence. Nothing in this policy is intended to prevent employees from voting, belonging to political organizations, or attending political meetings on their own time.

## **TELECOMMUTING PROGRAM – Appendix B – SEJPA Administrative Policy B-4**

Eligible employees with approval of their respective Director may be allowed up to two (2) days per week to work from home. Employees approved to work from home are required to be available for calls and meetings during scheduled work shift.

## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

---

ALL SEJPA EMPLOYEES MUST READ THE ATTACHED EMPLOYEE HANDBOOK, THEN SIGN, DATE AND RETURN THIS PAGE TO THE GENERAL MANAGER WITHIN 2 WEEKS OF RECEIPT. THIS IS A CONDITION OF EMPLOYMENT.

---

Employee Name  
(Please Print)

This acknowledges that I have been given a copy of the San Elijo Joint Powers Authority's (hereinafter "SEJPA") Employee Handbook. I understand that this Handbook supersedes all previous employee handbooks, written policies, oral and written agreements, procedures, manuals, and memoranda regarding the terms and conditions of my employment. I acknowledge that I am expected to read, understand, and adhere to SEJPA's policies documented in this Handbook. I understand it is my responsibility to comply with the policies contained in this Handbook and any revisions made hereafter.

I understand and agree that I have the right to leave SEJPA at any time, with or without cause, and/or with or without notice, and that SEJPA has the right to terminate me at any time, with or without cause, and/or with or without notice at any time during my employment. I understand that this is called "employment at-will" and that no one other than the General Manager has the authority to change this agreement of employment, to enter into an agreement of employment for a specified period of time, or to make any agreement contrary to this policy. Furthermore, any such agreement must be in writing and signed by both the General Manager and me.

I understand that other than SEJPA's policy of at-will employment, the statements contained in the Handbook are not intended to create any contractual or other legal obligations of SEJPA. I further understand that SEJPA may revise, modify, supplement, or rescind any of the policies summarized in this Handbook without advance notice to me.

I understand that if I am an employee with a written agreement, the written employment agreement will take precedence when there are inconsistencies. Otherwise, the Employee Handbook policies and procedures will apply.

---

Employee Signature

---

Date

# **APPENDIX A - ALCOHOL AND DRUG ABUSE POLICY AND TESTING PROTOCOL POLICY**

---

## **OBJECTIVE**

The purpose of SEJPA's Drug and Alcohol Abuse Policy and Testing Protocol ("policy") is as follows:

- To establish and maintain an alcohol- and drug-free, safe, secure, and healthy working environment for all employees;
- To protect citizens and all other individuals who come in contact with SEJPA employees;
- To reduce alcohol- or drug-related injuries to persons or damage to property;
- To reduce alcohol- or drug-related absenteeism, tardiness, and substandard job performance; and
- To provide guidelines for the rehabilitation of employees who seek SEJPA's help in overcoming addiction to, dependence upon, or other problems associated with the use of alcohol or drugs.

## **SEJPA POLICY**

SEJPA has an obligation to its officers, employees, and members of the public to take reasonable steps to provide an alcohol- and drug-free workplace and to provide services to the public in a safe manner. The following acts are strictly prohibited and constitute cause for disciplinary action up to and including termination of employment:

- Reporting for work or working under the influence of alcohol or drugs;
- The unlawful use, possession, distribution, purchase or sale, or attempted use, possession, transfer, purchase, or sale of alcohol or drugs in any manner during work hours, including rest breaks and meal periods, or while on SEJPA premises or on SEJPA business; and
- Using SEJPA property or premises to unlawfully manufacture alcohol or drugs.

## **DEFINITIONS**

- Alcohol - any beverage that has an alcoholic content in excess of three percent (3%) by volume.
- SEJPA premises - all buildings, parking lots, service yards, patios, lunch rooms, break areas, rest rooms, loading docks, SEJPA-owned vehicles, work sites, or any other sites where employees perform services for SEJPA regardless of SEJPA's ownership or control of the property.
- Drug - any chemical substance (other than alcohol) capable of altering the coordination, reflexes, moods, perception, pain level, attention span, or judgment of the individual consuming it.
- Employee - any individual employed by SEJPA except elected officials. This includes individuals employed on the following basis: full-time, part-time, and temporary.

- Illegal Drug - any drug that is illegal under federal, state, or local law to use, sell, transfer, possess, manufacture, or consume.
- Prescribed Drug - any drug or medication lawfully prescribed by a licensed medical practitioner.
- Under the Influence - behavior modified by alcohol or drugs, resulting in substandard or modified job performance; diminished motor reflexes, impairment of coordination, speech, or mental concentration; or conduct that poses a safety hazard to the employee, co-workers, or others.

## **DISCIPLINE**

Any violation of this policy is cause for disciplinary action up to and including termination of employment. Discipline may be imposed regardless of whether an employee is charged with and/or convicted of a crime relating to any violation of this policy. A second violation of this policy within 1 year of the first violation mandates termination of employment.

## **PRESCRIPTION DRUGS**

No prescription drug shall be possessed or used by any employee other than the employee for whom the drug was prescribed by a licensed medical practitioner. A prescription drug shall be used only in the manner, combination and quantity prescribed. If an employee is using or under the influence of a prescription drug during work hours, it is the employee's responsibility to advise his/her supervisor of the use or influence of the prescription drug before beginning work. Any such medical information provided by an employee will be confidential.

## **REPORTING OF VIOLATIONS TO LAW ENFORCEMENT AGENCIES**

Violations of this policy that may constitute criminal conduct will be reported to the appropriate law enforcement agency.

## **PRE-EMPLOYMENT TESTS**

All applicants for employment are required to submit to a pre-employment physical examination, including an alcohol and/or drug test.

## **SAFETY OF WORK FORCE, MEDICAL EXAMINATIONS, ALCOHOL AND/OR DRUG TESTS**

Each employee may be asked to submit to a medical examination and/or an appropriate test to determine the use of alcohol and/or drugs if there is a reasonable suspicion that the employee has used or is under the influence of alcohol and/or drugs in violation of this policy.

Alcohol and/or drug testing may also be requested following work-related accidents or any suspected violation of safety rules or standards, whether or not injury or damage resulted from the accident or safety violation, if there is a reasonable suspicion that there is a violation of this policy.

The decision to proceed with a medical examination and/or alcohol or drug test will be made by the General Manager or his designee.

An employee determined to be unable to perform his duties in a satisfactory or safe manner based on reasonable suspicion of violation of this policy may be ordered to leave the workplace.

Any employee may notify the General Manager in writing regarding a suspected violation of this policy by any other SEJPA employee.

If an employee charges that a fellow employee has violated this policy and subsequently the allegations are shown to be malicious, knowingly false, or were made so as to harass the employee, appropriate discipline will be imposed on the complaining employee.

## **REFUSAL OF AN EMPLOYEE TO SUBMIT TO A MEDICAL EXAMINATION AND/OR ALCOHOL OR DRUG TEST**

An employee's refusal to consent to a medical examination and/or alcohol or drug test will result in the employee's immediate suspension pending the outcome of SEJPA's investigation of the employee.

An employee who refuses to consent to a medical examination and/or alcohol or drug test shall not be permitted to utilize the rehabilitation benefits and shall be subject to disciplinary action up to and including termination of employment.

An employee who refuses to consent to a medical examination and/or alcohol or drug test may be disciplined for misconduct or unsatisfactory job performance; however, the employee's use of alcohol and drugs shall not be considered as a mitigating factor with regard to the imposition of discipline.

## **INSPECTION TO ADMINISTER AND ENFORCE POLICY**

SEJPA reserves the right to search any SEJPA-owned or controlled articles or property in the employee's control or possession to determine the presence of alcohol or drugs. SEJPA expressly reserves the right to inspect SEJPA-owned or controlled lockers, desks, tool boxes, vehicles, packages, containers, and other articles within the work area.

If the General Manager or his designee has reason to believe that alcohol or drugs are present in a work area in violation of this policy, SEJPA may contact the appropriate law enforcement agency to request a search of the work area.

## **TEST RESULTS**

A positive alcohol or drug test result will be retested. Tests will be conducted by a qualified laboratory or clinic.

A chain of custody of the tested blood, urine, or other sample will be established and maintained by the testing clinic or laboratory.

Laboratory reports and/or test results shall not be placed in an employee's personnel file.

Laboratory reports and/or the results shall be maintained in a separate confidential medical records file. The General Manager or his designee shall file and maintain the confidential medical records a secure location. Laboratory reports and/or test results shall be disclosed only to other individuals on a need-to-know basis and to the employee upon request.

## **GUIDELINES FOR DEPARTMENT HEADS, MANAGERS OR SUPERVISORS**

The suspicion of alcohol or drug use must be based upon objective factors related to the employee's appearance, conduct, speech, behavior, and/or other objective factors. If a department head, manager, or supervisor has reason to believe an employee is under the influence of alcohol or drugs, or has otherwise violated this policy, the department head, manager, or supervisor should carry out the following procedures.

1. Accompany the employee to a private office, room, or other area. If possible, a second supervisor should accompany the employee and the department head, manager, or supervisor. Upon request, the employee may have another employee act as a witness on his/her behalf.

Action regarding the employee shall not be delayed by the request for an employee-selected witness.

2. If it is determined that this policy may have been violated, the General Manager or his designee should be advised. After receiving authorization to conduct a medical examination and/or alcohol or drug test, the employee should be told that his behavior or performance warrants a medical examination and/or alcohol or drug test. The employee should be advised that the examination and/or test will be conducted at an SEJPA-designated testing facility.
3. If the employee agrees to a medical examination and/or alcohol or drug test, the following procedures should be carried out.
  - a. The employee should be asked to read and sign an Authorization for Testing form (Attachment A), and an Authorization for Release and Use of Testing Information (Attachment B).
  - b. The General Manager or his designee will arrange transportation to SEJPA-designated testing facility.
4. If the results of the medical examination and/or alcohol or drug test indicate the employee is under the influence of alcohol and/or drugs or has violated this policy, appropriate disciplinary action may be taken up to and including termination of employment.
5. If the results of the medical examination, alcohol and/or drug test indicate another medical or psychological cause for the employee's behavior, the employee will be placed on medical leave and will be required to provide SEJPA with a medical release from a physician before returning to work. SEJPA may require the employee to be examined and evaluated by an SEJPA-selected physician before being allowed to return to work.
6. If the results of the medical examination and/or alcohol or drug test are negative or inconclusive, no further action will be taken by SEJPA with regard to the violation of this policy.
7. If the employee refuses to consent to a medical examination and/or alcohol or drug test, the following procedures should be carried out.
  - a. The department head, manager, or supervisor must explain to the employee that the requested medical examination and/or alcohol or drug test is used to establish the employee's compliance with this policy and/or fitness to perform his/her job.
  - b. The department head, manager, or supervisor must inform the employee that his/her refusal to consent to a medical examination and/or alcohol or drug test will be interpreted as a deliberate failure to comply with a reasonable request and the employee will be subject to discipline up to and including termination of employment. The employee should also be advised that he/she will not be allowed to use evidence of alcohol or drug abuse as a mitigating factor regarding any discipline imposed for misconduct or unsatisfactory job performance or to utilize the rehabilitation benefits.
  - c. The employee will be immediately suspended if he/she refuses to consent to a medical examination and/or alcohol or drug test. Refusal to submit to a medical examination and/or alcohol or drug test shall mean alcohol or drug abuse shall not be considered a mitigating factor in the imposition of discipline for misconduct or unsatisfactory job performance. Refusal to submit to a medical examination and/or alcohol or drug test shall preclude the employee from utilizing any of the rehabilitation benefits.

- d. The General Manager or his designee must be informed of the situation by the department head, manager, or supervisor. The decision to suspend the employee will be made by the General Manager or his designee.
- e. If the employee is suspended, the department head, manager, or supervisor should arrange for the employee to be transported home.
- f. All department heads, managers, and supervisors involved in any incident investigated under this policy must prepare a written record of the incident within 24 hours of its occurrence.

## **REHABILITATION**

An employee found to have reported to work under the influence of alcohol or drugs may be given an opportunity to participate in an SEJPA-approved counseling program after the first violation of this policy. Employees are encouraged to utilize available employee assistance programs and health insurance plans to help them resolve their alcohol or drug abuse problems.

If necessary, an employee will be placed on a leave of absence to participate in an SEJPA-approved rehabilitation program. The employee may use accumulated sick leave during the first 30 days of the leave of absence. If an employee needs a leave of absence in excess of 30 days to participate in an approved rehabilitation program, SEJPA may extend the leave of absence.

All leaves of absence, returns to employment, the conditions of continued employment, and the payment of sick leave benefits are conditioned upon the employee's good faith and satisfactory participation in the rehabilitation program.

If upon completion of the employee's leave of absence and rehabilitation program the employee can present written evidence from a qualified medical practitioner that the alcohol and/or drug problem has been eliminated or is in remission, the employee may be reinstated.

If at the end of the leave of absence the employee is still experiencing an alcohol and/or drug problem but can provide evidence that he/she is still receiving treatment, an extension of the leave of absence may be granted. If the employee is unable to provide evidence of treatment, elimination or remission of the alcohol or drug problem, the employee will be dismissed upon expiration of the leave of absence.

The General Manager retains the sole discretion to decide if an employee will be granted a rehabilitation leave or returned to work, and the conditions under which the employee may return to work.

If an employee does not violate this policy for a 3-year period after the most recent violation, the records related to the employee's prior violations will be destroyed. Records relating to an employee's participation in a rehabilitation program shall be kept confidential to the extent permitted by law.

## **REPORTING CONVICTIONS**

Employees as a condition of employment must report any conviction under a criminal drug statute for violations occurring on or off SEJPA premises while working for SEJPA. A report of a conviction must be made within 5 days after the conviction.

## **CONDITIONS OF EMPLOYMENT**

Employees must as a condition of employment abide by the terms of this policy.



## **ATTACHMENT A**

### **AUTHORIZATION FOR TESTING**

I, \_\_\_\_\_, (name of employee) voluntarily agree that the San Elijo Joint Powers Authority and other persons or entities acting for or with them are authorized to:

1. Collect blood, urine, saliva, or other necessary samples from me and to test those samples for the presence of alcohol and/or drugs.
2. Conduct other necessary and appropriate medical tests and physical examinations to enforce SEJPA's Alcohol and Drug Abuse Policy.
3. Use the results of any tests or examinations to administer SEJPA's Alcohol and Drug Abuse Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

(NOTE TO EMPLOYEE: Upon request, you will be provided a copy of this form.)

**ATTACHMENT B**

**AUTHORIZATION FOR RELEASE**

**AND USE OF TESTING INFORMATION**

I, \_\_\_\_\_, (name of the employee) authorize Workpartners Occupational Medicine the San Elijo Joint Powers Authority's occupational health provider, to release to SEJPA and its General Manager (or any persons designated by the General Manager) all results of the medical examinations and/or alcohol or drug tests performed on me by Workpartners Occupational Medicine.

I further authorize SEJPA and its management to communicate this information as it deems appropriate for any purpose related to the enforcement of SEJPA's Alcohol and Drug Abuse Policy and Testing Protocol ("Policy").

This authorization shall remain in effect until SEJPA has concluded its investigation and enforcement of the Policy or until the conclusion of any challenge to the enforcement of the Policy by the employee and/or his representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

(NOTE TO EMPLOYEE: Upon request, you will be provided a copy of this form.)

## **APPENDIX B-1 - ADMINISTRATIVE POLICY: Classification and Compensation**

---

Policy Title: **Classification and Compensation**

### **Description:**

It is the intent of the San Elijo Joint Powers Authority (SEJPA) to provide quality staff to efficiently manage, operate, and maintain facilities owned and operated by SEJPA. It is the goal and objective of SEJPA to have the ability to recruit and retain quality personnel. SEJPA desires to maintain compensation and benefits that are both competitive and reasonable with competing labor markets. In order to meet the needs and requirements of SEJPA and its staff, a review of SEJPA's position classifications and compensation may be done as necessary, conducted by the General Manager or his/her designee.

### **Guidelines:**

Review the current classifications to evaluate and provide recommendations to improve, revise, or create position allocations and class specifications as needed.

Review the current compensation schedule in an objective, competitive, and equitable manner which may include conducting industry surveys for salary and benefits.

Hold meetings with staff to identify concerns and issues regarding the current classification, compensation, and benefits.

Conduct job analysis interviews and position description comparisons to establish accurate compensation correlations.

Compile and analyze the compensation data to ensure the competitiveness of SEJPA's salaries and benefits with relevant labor markets.

Develop a specific salary recommendation based upon internal equity and external labor market data.

The Board may consider and act upon the recommendations of the General Manager directly or appoint a committee to review the recommendations in a timely manner, prior to their presentation to the full Board.

### **Compensation**

Compensation paid to new employees will be within the labor classification range set and approved by SEJPA's Board.

The employee's immediate supervisor conducts employee performance reviews regularly. The supervisor may then submit recommendations for compensation adjustments.

When an employee reaches the upper limit of their classification pay range, they will no longer be eligible for merit pay increases. Classification compensation may be adjusted by SEJPA's Board in their review, as stated in the Guidelines above. In lieu of any changes to the classification ranges, the Board may authorize the General Manager to award a lump sum merit payment.

## **Classifications**

The General Manager maintains a complete set of position descriptions for all personnel. The position descriptions outline the requirements, reporting relationships, position characteristics, and responsibilities of each position.

Employees are classified according to the type and level of work performed. Every position belongs to one of two payroll classifications; exempt or non-exempt, as defined by the Federal Labor Standards Act (FLSA).

SEJPA's Board has approved the following classifications:

### Exempt

- General Manager
- Director of Operations
- Director of Finance/Administration
- Project Manager Series
- Chief Plant Operator
- Mechanical Systems Manager
- SCADA Manager
- Laboratory Manager

### Non-Exempt

- Wastewater Treatment Operator-In-Training
- Wastewater Treatment Operator I/II
- Wastewater Treatment Lead Operator
- Recycled Water Series
- Mechanic-In-Training
- Mechanic I/II
- Lead Mechanic
- Systems Integration Technician-In-Training
- Systems Integration Technician I/II
- Laboratory Analyst-In-Training
- Laboratory Analyst I/II

- Senior Laboratory Analyst
- Financial Analyst Series
- Accounting Series
- Administrative Series
- Intern

## Employment Status

Employment status is based on an employee's working hours and duration of employment. Generally, employees fall into one of four categories. They are:

Full-Time - an employee who works 80 hours during a two-week period and whose continuing employment is expected (but not guaranteed) to be for an indefinite period.

Part-Time - an employee who customarily works less than 80 hours during a two-week period and whose continuing employment is expected (but not guaranteed) to be for an indefinite period.

Full-Time Temporary - an employee who customarily works 80 hours during a two-week period and whose employment is not expected to be more than six consecutive months.

Part-Time Temporary - an employee who customarily works less than 80 hours during a two-week period and whose employment is not expected to be more than six consecutive months.

Full-Time Intern - an employee who customarily works 80 hours during a two-week period and whose employment is not expected to be more than six consecutive months.

Part-Time Intern - an employee who customarily works less than 80 hours during a two-week period and whose employment is not expected to be more than six consecutive months.

Full-time employees are eligible for fringe benefits subject to the rules governing such benefits. Part-time employees will receive fringe benefits pro-rated based on the regular hours worked and subject to the rules governing such benefits.

Those employees who work as full-time or part-time temporary or intern employees are not entitled to fringe benefits.

Approved By:	Date Approved:
SEJPA Board	March 10, 2008
SEJPA Board	June 11, 2012
SEJPA Board	July 8, 2013
SEJPA Board	January 11, 2016
SEJPA Board	October 28, 2019
SEJPA Board	May 4, 2020
SEJPA Board	July 19, 2022

## **APPENDIX B-2 - Employer-Employee Organization Relations**

---

### **Description**

The Government Code of the State of California requires that SEJPA provide procedures for the administration of the employer-employee relations between SEJPA and any recognized employee associations. This policy provides guidelines for ensuring that SEJPA and any recognized employee organizations meet and confer in good faith regarding matters concerning the wages, hours, and other terms and conditions of employment.

Resolution No. 2017-01 Attached

## **APPENDIX B-3 - ADMINISTRATIVE POLICY: Work Shifts, Overtime and Compensating Time Off**

---

Amended Effective: April 3, 2020

### **Policy Title: Work Shifts, Overtime and Compensatory Time Off (CTO)**

#### **Description:**

The San Elijo Joint Powers Authority (SEJPA) will pay overtime and compensatory time off in compliance with Federal regulations and consistent with the guidelines below.

From time-to-time, the workload may require SEJPA to request employees to work different work shifts or to work overtime. SEJPA will make every effort to assign regular work shifts and evenly distribute overtime based on operational necessity among the employees with the skills, knowledge and ability for the work that needs to be accomplished. When possible, advance notification of these mandatory assignments will be provided. In order to provide SEJPA employees with consistency and predictability, overtime and shift changes will be made only when based on operational necessity. Employees who refuse to work their assigned shift or overtime shall be subject to corrective action, up to and including termination of employment, depending upon the circumstances. All overtime work must be pre-approved by the immediate supervisor or manager. Working unauthorized overtime is strictly prohibited.

#### **Guidelines:**

##### **Work Shifts**

SEJPA establishes the following work shifts for employees, which will be assigned in two-week minimum increments:

- 7/80: Six 12 hour workdays and one 8 hour workday over a two-week period
- 8/80: Eight 10 hour workdays over a two-week period
- 9/80: Eight 9 hour workdays and one 8 hour workday over a two-week period
- 10/80: Ten 8 hour workdays over a two-week period

An employee's work shift will be assigned in advance by the employee's supervisor or General Manager. Work shifts will be assigned for a minimum two week period, but may thereafter be subject to change in the event of an emergency or unforeseen need. SEJPA reserves the right to modify, delete or add to the work shifts established herein as it deems appropriate and in order to meet its operational needs. The daily and weekly work schedules may vary with each department and may change from time to time to meet the business conditions. SEJPA may request an employee to work the traditional 8-hour workday, 5 days a week. Employees are to check with their supervisor/manager regarding their individual work schedules.

##### **Workweek**

SEJPA reserves the right to assign workweeks to individual employees consistent with the Fair Labor Standards Act.

Employees will be notified of their assigned work week at the time employees are assigned their work shift. The workweek may differ among employees, provided the hours and days are consistent from week to week for each employee.

### **Overtime**

Non-exempt employees will be paid overtime according to the regular rate required by the Fair Labor Standards Act (FLSA) under the following conditions:

- Hours worked in excess of the employee's assigned work shift on a particular workday will be paid at a rate of one and one-half times the employee's regular rate of pay. For example, an employee on an 8/80 work shift will be paid at the rate of one and one-half times the employee's regular rate of pay for time spent on the job that exceeds 10 hours for the given workday, and at a rate of two times the employee's regular hourly rate of pay for time spent on the job that exceeds 12 hours for the given work day.
- Hours worked over 40 in the workweek will be paid at the rate of one and one-half times the employee's regular rate of pay.
- The first eight hours worked on the seventh consecutive day of work in the workweek will be paid at a rate of one and one-half times the employee's regular rate of pay.
- Hours worked in excess of eight hours on the seventh consecutive day of the workweek are to be compensated at a rate of two times the employee's regular hourly rate of pay

Hours worked on weekends do not automatically constitute overtime. To qualify for overtime, such work must fall into one of the overtime categories described above.

Only actual hours worked in a given workday or workweek can apply in calculating overtime. Hours worked are paid once in determining overtime premium pay.

### **Compensatory Time Off (CTO)**

Non-exempt employees may choose to receive compensatory time off (CTO) for overtime hours worked during any workday in lieu of overtime pay by entering such hours on their timecard in the "CTO" column.

- No employee may accrue more than 27 hours of CTO.
- A record will be maintained for CTO time accrued and taken.
- CTO hours are banked at the same rate as would normally be paid for such overtime hours.
- An employee must submit a CTO leave request to their supervisor for approval prior to taking time off.
- All CTO hours will be subject to payout at the time of employment separation.



## APPENDIX B-4 - ADMINISTRATIVE POLICY: Telecommuting Program

---

**Policy Title:** Telecommuting Program

**Description:**

This program is for positions in which management determines it is operationally feasible to perform the work off-site.

Telecommuting is an optional program, not guaranteed, that may be provided to employees whose job duties management determines do not require physical presence at the permanent work site. Employee may not telecommute unless they enter into a Telecommuting Program Agreement with SEJPA.

Employees may be allowed to telecommute up to two (2) days a week. The determination of the number of days an employee is eligible to telecommute will be at the manager's discretion regardless of job requirements. Management may modify the number or designation of on-site days or terminate the Telecommuting Program Agreement at any time with or without cause.

Telecommuting will be offered under the terms of this policy and is a matter of General Manager's discretion, not a universal employee benefit. There are many instances in which telecommuting will not be compatible with public service requirements or expectations, and some work groups or departments may not be able to participate in the Telecommuting Program.

At any time, the General Manager may evaluate the effectiveness of the Telecommuting Program. Upon assessment, the Telecommuting Program may be discontinued or amended.

**Telecommuting is** when employees perform part of their usual job duties at a location away from their usual SEJPA work locations at a telework site, as established in a Telecommuting Program Agreement (Attachment A). Telecommuting can be either regular or occasional.

**Regular telecommuting is** when an employee has an established telecommuting schedule with designated hours and telecommuting days, the designated telecommuting days may not exceed the equivalent of two days per week. The employee must report to the employee's work location on non-telecommuting work days, at management's discretion.

**Occasional telecommuting is** when an employee telecommutes on a preapproved intermittent, temporary or project basis.

**Telework site is** the regular, primary telework site in an area designated in the employee's home for the purpose of performing SEJPA work, to be documented in a Telework Site Safety Checklist and Self-Certification (Attachment B).

**Telecommuter is** an eligible employee participating in the Telecommuting Program.

**Management is** all authorized approvers as reflected on the Telecommuting Program Agreement. This also includes the General Manager and/or a designee.

## **Guidelines:**

### **GENERAL TERMS & CONDITIONS**

- Except for those obligations and responsibilities specifically addressed in this policy and associated documents, an employee's duties, obligations, responsibilities and conditions of employment with SEJPA, including compensation, benefits and work status, remain unchanged while telecommuting.
- Telecommuters and their supervisors must comply with all SEJPA policies and procedures, agreements, organizational rules, and state and federal laws, particularly the federal Fair Labor Standards Act (FLSA).
- The violation of any provision of this policy or the misuse of SEJPA time or any SEJPA-provided equipment may preclude the employee from telecommuting and/or result in disciplinary action, up to and including termination of employment.
- Telecommuters must provide contact information to their supervisors. This contact information will be shared with those managers, co-workers and other business contacts necessary for normal business communications with the telecommuter.
- No in-person meetings may be held at the employee's telework site.

### **ELIGIBILITY**

All full- and part-time employees who meet the criteria outlined below must:

- Adhere to a consistent schedule that has been approved by management.
- Be assigned to a position with responsibilities that management determines can be accomplished offsite, working alone and with equipment that can be used at the alternative work site. (For example, classifications that are the first point of contact at a public counter, or that must supervise the work of others in person, may not be suitable for telecommuting). See the Supervisors' Telecommute Resource (Attachment C) for guidelines to determine positions suitable for telecommuting.
- Have demonstrated the ability to work independently, manage work time, organize and prioritize work, exercise good judgment, stay connected, communicate in a thorough and effective manner, code time and use leave appropriately in payroll systems and have a history of reliability and responsibility in completing work assignments.

### **APPROVAL TO TELECOMMUTE**

SEJPA reserves the right to approve or deny an employee's request to telecommute based on operational needs and the eligibility factors and approval criteria outlined in this policy. Both regular and occasional telecommuting require management preapproval. A decision to approve or deny a request to telecommute is final and not subject to the grievance procedure or any other appeal.

Management, at management's sole discretion, may rotate telecommuting assignments or limit the number of telecommuting employees and employees working alternative schedules any one time.

Employees allowed to telecommute in one classification or assignment may not necessarily be allowed to telecommute after a change in classification or assignment.

## **APPROVAL CRITERIA**

Telecommuting arrangements must satisfy all of the following criteria:

- Not impact the employee's ability to satisfactorily perform the employee's job responsibilities.
- Not unreasonably impact the workload of others.
- Not reduce the level of service to the community or internal customers or reduce hours of operation for SEJPA facilities.
- Not negatively impact coordination of intra- or interdepartmental activities.
- Not result in an increase in cost to SEJPA.
- Be on any workday(s) approved by management.
- Not impact the employee's ability to communicate in a timely and reasonable manner.
- Not impact the employee's ability to stay connected with team members.
- Other departmental needs as determined by management.

## **REGULAR TELECOMMUTING APPROVAL PROCESS**

Employees interested in participating in the Telecommuting Program must meet with their supervisors to discuss their request. In this discussion, employees will propose a telecommuting schedule and describe how they will accomplish their job duties while telecommuting. Supervisors will communicate expectations and objectives for the completion of assignments and the coordination of work while employees are telecommuting.

Employees will complete a Telecommuting Program Agreement (Attachment A) that:

- Specifies the proposed schedule.
- Identifies the telework site and certifies that they will maintain this location in a condition that is free of safety hazards in accordance with the provisions of this policy.
- Provides contact information.
- Identifies equipment to be used while performing job duties, i.e., specialized equipment such as laminating machine, label maker.
- Certifies that they will employ appropriate security measures in the same manner as when in SEJPA facilities.
- Document any other conditions agreed upon between employees and their supervisors.

As described in the work environment and safety section below, employees must also complete a Telework Site Safety Checklist and Self-Certification (Attachment B).

Telecommuting Program Agreements will be routed for approval.

Telecommuting Program Agreements may initially be granted conditional approval for a period of three to six months and then extended upon successful review.

Telecommuting Program Agreements are subject to earlier termination at any time.

Management will assess the impact of all telecommuting arrangements within the department to determine whether organizational needs are being satisfied, SEJPA service levels are being maintained and employee performance is consistently meeting or exceeding expectations.

### **OCCASIONAL TELECOMMUTING APPROVAL PROCESS**

Employees may be allowed to telecommute periodically, subject to the eligibility and approval criteria above, approval of a Telecommuting Program Agreement, and completion of a Telework Site Safety Checklist and Self-Certification. The following are examples of situations that may be appropriate for occasional telecommuting:

- To complete special project work that requires a period of uninterrupted work time.
- During recovery from injury or illness, as appropriate with written approval of a medical provider.
- To provide convenience and maximize work time on days in which offsite meetings or appointments make travel to the regular SEJPA worksite impractical.
- While all reasonable commute routes are blocked.
- While the primary worksite is inaccessible.

### **WORK HOURS**

Telecommuting is not a substitute for paid time off, that is, general leave, management leave, or compensatory time. If ill, telecommuters are expected to call in, report their illness to their supervisor or manager and use their sick leave. Telecommuting is also not a substitute for dependent care. Telecommuters must make regular dependent care arrangements.

If the telecommuter becomes sick or must take time away from telecommuting to assist with a family member's illness or injury, the telecommuter must report to the supervisor the need to use the appropriate bank of hours (e.g., sick leave), state the hours of the telecommuting engagement the telecommuter will be unable to work and complete the timecard in accordance with the changes.

The following provisions regarding work hours shall be followed:

- Telecommuters are expected to work at their usual SEJPA worksite when not telecommuting.
- Telecommuters are expected to work their regular work schedule and be available during that time. Unless changes are otherwise approved in writing, telecommuters are expected to maintain their existing lunch and break schedule.
- Telecommuters must report all hours worked each week on their timecard.
- Telecommuters entitled to overtime pay are required to obtain prior approval from their supervisor to work beyond their regular work schedule.

- Any changes to the agreed upon regular telecommuting schedule must be approved by management, and written approval submitted to Human Resources.
- Telecommuters must forego telecommuting when management determines they are needed in the office on a scheduled telecommuting day to meet operational needs. The supervisor will attempt to provide at least 24-hours advance notice but may give less than 24-hours advance notice should an immediate need arise.

### **PERFORMANCE EXPECTATIONS**

The following provisions regarding performance expectations shall be followed:

- In addition to usual daily duties, specific objectives and/or assignments for each telecommuter may be established by the employee and supervisor and will be approved by management. The duties, objectives, and assignments will be documented in the telecommuter's Telecommuting Program Agreement and monitored by the telecommuter's supervisor.
- Telecommuters are required to comply with the terms of their Telecommuting Program Agreement.
- Telecommuters must be accessible with all forms of communication, such as via telephone, MS Teams or email, just as they are when working at the SEJPA worksite. Telecommuters are required to be intentional about staying connected with co-workers and supervisors. In addition, telecommuters must follow the communications protocol specified by management (Attachment D).
- Telecommuters must maintain performance at a level that meets or exceeds expectations and continue to satisfy the eligibility and approval criteria established in this policy.
- All computer use is logged, monitored, and may be reported to or requested at the discretion of the employee's department director.
- All internet use is captured and can be requested by a telecommuter's department director.

### **PROFESSIONAL APPEARANCE**

Telecommuters must ensure that work-appropriate clothing is worn during work hours in the workplace and on video calls. Appearance must convey a sense of professionalism. Telecommuters may be required to turn on their camera during video calls.

### **TERMINATION OF PARTICIPATION**

Management may terminate an individual employee's participation in the Telecommuting Program, with or without cause, at any time.

### **WORK ENVIRONMENT AND SAFETY**

When an employee is telecommuting, the employee's telework site is considered an extension of SEJPA work premises, and certain Cal/OSHA requirements may be applicable. After an employee's Telecommuting Program Agreement has been approved and before telecommuting begins, the telecommuter must complete all of the following items:

- Designate a workspace as a telework site and commit to properly maintain the telework site when telecommuting.
- The telework site must remain free of obstructions, hazards, and other dangers to the telecommuter and any SEJPA-provided work equipment.
- Complete a Telework Site Safety checklist and Self-Certification Telecommuters are required to provide updated documentation when there are changes to the location of the telework site.

Telecommuters are covered SEJPA workers' compensation insurance program during telecommuting work hours and while conducting SEJPA work. In the event of an injury that occurs at the telework site during telecommuting hours and while conducting SEJPA business, telecommuters must notify their supervisor as soon as practical.

The supervisor must then notify the Director of Finance/Administration or General Manager as soon as practically possible. The telecommuter and supervisor must follow normal workers' compensation procedures and complete all necessary and/or management-requested documents regarding the injury.

In the event an industrial injury occurs at the telework site, or a request is made for a formal accommodation at the telework site, the telework site may be inspected by the SEJPA workers' compensation staff, third party administrator and/or their vendors, as well as by Cal/OSHA inspectors without advance notice.

In all other situations, with at least 24-hours advance notice, SEJPA management may inspect the telework site at any time to ensure compliance with this policy and safety requirements.

### **OFFICE EQUIPMENT, EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT GUIDELINES**

Telecommuters must use only computing equipment issued by SEJPA. No other SEJPA-owned equipment or furniture present from the SEJPA work site may be removed for purposes of telecommuting.

In addition, telecommuters may use personally owned office equipment while telecommuting. Personally owned office equipment includes, but is not limited to, internet access, phone services, monitors, webcams, printers, paper shredders, fax machines, scanners, calculators, furniture, ergonomic equipment, ink cartridges, etc.

Telecommuters may consult with the Director of Finance/Administration for assistance with their SEJPA-assigned laptop and mobile phone. However, SEJPA will not provide technical support for personal office equipment. Telecommuters are also responsible for the maintenance and repair of their own office equipment.

### **LIABILITY**

SEJPA assumes no liability for:

- Loss or destruction to the telecommuter's home or personal property.
- Injury to the telecommuter that occurs outside of telecommuting hours or while not conducting SEJPA work.
- Injury to the telecommuter's family members, visitors or invitees within or around the telecommuter's home.

## INFORMATION SECURITY

It is imperative that confidential information be securely maintained. Telecommuters, like all SEJPA employees, are expected to protect confidential, proprietary, and business information from unauthorized or accidental access, destruction or disclosure.

The following information security guidelines apply to telecommuters:

- Provide a secure workspace for protection of SEJPA equipment, SEJPA data, and SEJPA systems, particularly confidential data.
- Follow all security policies and best practices required at the physical work site and as instructed by SEJPA's ongoing IT security awareness procedures. This includes notifying the Director of Finance/Administration or the General Manager of any security incidents.
- Return materials (paper documents, computer, etc.) containing confidential information to SEJPA for proper storage, shredding or disposal. Do not discard such material in a household receptacle.

## EXPENSES

Telecommuting is a voluntary program. SEJPA is not obligated to pay for the cost to telecommute. However, any necessary telecommuting costs will be allocated as follows:

**Responsibility of SEJPA.** SEJPA will pay the reasonable costs of the following necessary expenses:

- Basic office supplies that normally are available at SEJPA work site for the employee's use (e.g., pens, binders, notepads, post-its, etc.). Just as at SEJPA work site, telecommuters will not be reimbursed for additional office supplies unless approval to purchase the supplies is given in advance. SEJPA-issued supplies will be used for SEJPA work purposes only.
- All purchases are to be approved in accordance with SEJPA Purchasing Policy.

**Responsibility of the employee.** The employee is responsible for the cost of all other telecommuting expenses, including without limitation the following:

- Internet network access set-up and continuing charges.
- Home workspace furniture, ergonomic equipment and related modifications.
- Purchase, repair or replacement of telecommuter's personal office equipment.
- Homeowners' and renters' insurance, including any changes in rates or coverage required for telecommuting and maintaining a home office. Telecommuters are encouraged to obtain coverage for business property through the telecommuter's personally purchased policies.
- Any cost to relocate personal or SEJPA-issued equipment and/or to re-install equipment if the telecommuter moves to a new telework site either at a new residence or a different area in the existing telework site.
- Cost of utilities, such as gas and electricity, including maintenance costs incurred while telecommuting.

- Cost of traveling to work on the telecommuter's regular telecommuting day or to attend meetings or other required work events.
- Cost of repairs or adjustments to the home as required by the telecommuter's initial assessment of the telework site and completion of the Telework Site Safety Checklist and Self-Certification (for example, installation of smoke or carbon monoxide detectors, fire extinguishers, etc.).
- Income taxes.
- Employees may consult with a qualified tax professional at their own expense to discuss income tax implications related to maintaining a home workspace. SEJPA will not provide tax guidance, nor will the SEJPA assume any tax liabilities related to this policy.

## **PROCEDURE FOR TELECOMMUTING**

### **Employee**

- Meet with supervisor to discuss request and complete the Telecommuting Program Agreement. If approved, establish designated telework site and complete the Telework Site Safety Checklist and Self-Certification and online ergonomic educational program.
- Coordinate remote access with the Director of Finance/Administration to comply with SEJPA IT policies and practices.
- Maintain telework site in condition free of safety hazards.
- Comply with terms of Telecommuting Program Agreement and this policy.
- Maintain performance that meets or exceeds expectations.
- Notify supervisor of any change in the location of the telework site.

### **Supervisor or manager**

- Meet with employee to discuss request, establish objectives and assignments, review Telecommuting Program Agreement and recommend approval or denial based on the eligibility factors established in this policy including an assessment of operational needs.
- Forward request to Director.
- On an ongoing basis, monitor effectiveness of the telecommuting arrangement and compliance with the Telecommuting Program Agreement and modify conditions of the Telecommuting Program Agreement as necessary. At the conclusion of the initial approval period, assess the effectiveness of the telecommuting arrangement and compliance with the Telecommuting Program Agreement to recommend whether or not to extend or renew the term of the Telecommuting Program Agreement.

### **Director**

- Review Telecommuting Program Agreement and any subsequent renewal requests and recommend approval or denial based on the eligibility factors established in this policy, including operational needs.



- With assistance from Human Resources, the Director will ensure adherence to any meet and confer obligations before approval of the request.
- Assess the impact of all telecommuting arrangements within the department to determine whether organizational needs are being satisfied, SEJPA service levels are being maintained and employee performance is consistently meeting or exceeding expectations.
- Modify or terminate telecommuting arrangements as appropriate.
- Establish departmental protocol for regular communications between managers, supervisors and team members (see Attachment D for sample protocol).

### **Human Resources**

- Advise Director of any meet and confer obligations to ensure adherence.
- Communicate approval or denial of Telecommuting Program Agreement to the employee and supervisor.
- Communicate the names and telework site addresses of approved telecommuters to Risk Management, as needed.

### **Information Technology**

- To guide and assist employees in telecommuting technology procedures and usage.

### **Benefits and Risk Management**

- For each approved Telecommuting Program Agreement, identify an appropriate medical services provider for the purposes of workers' compensation near the telework site and notify the teleworker.
- Arrange for inspection of the telework site as appropriate in the event an industrial injury occurs at the telework site, or a request is made for a formal accommodation at the telework site, in coordination with the workers' compensation third party administrator and its vendors, as well as by Cal/OSHA inspectors.
- Provide and administer ergonomic training resources.

### **Attachments:**

- A. Telecommuting Program Agreement
- B. Telework Site Safety Checklist and If-Certification
- C. Supervisors' Telecommute Resource
- D. Department Communication Protocol

## **Attachment A**

### **TELECOMMUTING PROGRAM AGREEMENT**

Date: \_\_\_\_\_

#### **CONTACT INFORMATION**

Employee Name	Department
Title	Supervisor Name
Telework Site Phone Number	Telework Site Address

#### **TELECOMMUTING SCHEDULE**

As defined in SEJPA's Telecommuting Program policy, telecommuting can be either regular, with an established schedule, or occasional. The employee must work at the SEJPA worksite during scheduled work hours when not on the telecommuting work schedule

Which type of telecommuting are you requesting?

Occasional \_\_\_\_\_

Regular (please fill out the proposed schedule below) \_\_\_\_\_

Day(s) of the week (circle)	Monday Saturday	Tuesday Sunday	Wednesday	Thursday	Friday
Every work week?	Yes	No	If no, please explain:		
Telecommuting work hours	From: _____ To: _____				

#### **VOLUNTARY TELECOMMUTING AGREEMENT EFFECTIVE DATES**

Telecommuting is entirely voluntary. This agreement has no fixed term and may be terminated or modified by management at any time, with or without cause. The Telecommuting Program may be terminated by SEJPA at any time, with or without cause.

If approved, employee will be authorized to telecommute as of the effective date indicated below. Employee understands that this agreement, and employee's authorization to telecommute, will end no later than one year from the effective date, unless renewed in SEJPA's sole discretion. Employee has no entitlement or ongoing right to telecommute.

Employee understands that SEJPA may schedule a formal telecommuting evaluation during the first 3-6 months of this agreement in order to determine whether, and under what conditions, the telecommuting agreement may continue, if at all.

	Date
Effective Date	
3-6 Month Evaluation	
Annual renewal (if approved)	

## WORK DUTIES AND OBJECTIVES

The employee and supervisor have met to review SEJPA Telecommuting Program policy, including the definition of telecommuting, eligibility criteria general terms and conditions and the process for approval to telecommute. The employee and supervisor have discussed how the employee's job duties can be accomplished while telecommuting resulting in the following expectations.

Duties to be performed/objectives to be accomplished while at the telework site:
How will performance of these duties and progress toward these objectives be monitored and assessed to confirm that the telecommuter is working as expected during telecommuting hours and the telework arrangement is effective?
What challenges regarding completion and coordination of work assignments could you anticipate might occur associated with telecommuting? Please be as specific as possible.
What arrangements will the employee make to address these potential impacts in order to ensure staffing coverage, coordination of work, completion of assigned projects, and responsibilities?
Additional terms or expectations agreed upon by the telecommuter and supervisor are as follows:

## TELEWORK EQUIPMENT

The employee will use the following equipment while telecommuting. SEJPA equipment, if any, will be used only by the employee while telecommuting and will be used for SEJPA business only. If the employee separates from employment, employee will immediately return SEJPA issued equipment at employee's own expense.

SEJPA-provided:	
Employee-provided:	

## INFORMATION SECURITY

Confidential information shall not be taken out of the SEJPA worksite or off of SEJPA's systems unless approved in writing in advance by the telecommuter's supervisor. Approval is required for each instance such materials are required for use at the telework site.

Department head approval is required if authorization is needed for the duration of the Telecommuting Program Agreement.

Is offsite use of confidential information anticipated?	Yes	No
If yes:		
What confidential information will be used at the telework site?		
Will use be authorized for the duration of the Telecommuting Program Agreement?	Yes	No

## EMPLOYEE ACKNOWLEDGMENTS

The employee must read and agree to the following:

- I have read and understand SEJPA Telecommuting Program policy and will comply with all conditions, policies, responsibilities, and procedures set forth in this policy.
- I have read and understand this Telecommuting Program Agreement and will comply with the terms and conditions established herein.
- I agree to adhere to all SEJPA policies and procedures while telecommuting, including FLSA requirements.
- I understand that SEJPA reserves the right to approve or deny my request to telecommute for any reason, including based on the department's operational needs, eligibility factors, and approval criteria outlined in this policy.
- I understand that telecommuting is voluntary, and I may discontinue telecommuting at any time.

- I understand that SEJPA may, at any time, change any or all of the conditions under which I am permitted to telecommute or withdraw permission to telecommute and terminate this agreement.
- I agree that while telecommuting I will perform all of my job duties and the essential functions of my position, to the satisfaction of SEJPA.
- I agree to be available to work with colleagues via email, phone or any other pre-identified technology platforms (e.g. MS Teams) during my established telecommuting hours.
- I agree to check voicemail, email or any other pre-identified communication media and respond to these promptly, upholding the same standards and expectations for responsiveness as when working at my SEJPA worksite.
- I agree to participate in meetings via audio or video conference call or some other means, as scheduled or requested.
- I acknowledge that management retains the right to modify my telecommuting schedule to ensure my attendance at meetings or trainings in person or to accommodate other business needs.
- I agree to work productively without onsite supervision.
- I agree to ensure that a full workday is completed and to obtain prior approval by my supervisor to adjust my work hours or take leave to compensate for non-productive time which occurs due to dependent care needs, personal appointments or other non-SEJPA business matters in the normal work period.
- I agree to take my normal lunch break and other breaks as applicable.
- I agree not to work overtime while telecommuting unless prior approval is received from my supervisor, manager, or department head.
- I understand that it is my responsibility to provide and pay for sufficient power and suitable internet connectivity at my telework site to allow successful telecommuting. At no time will SEJPA be responsible for providing internet connectivity and power at the telework site.
- Should the equipment or access required to perform my work (e.g., computer, internet connection, phone service, etc.) become unavailable during my telecommuting hours, I agree to notify my supervisor and come to my SEJPA worksite or take those hours as time off, as directed.
- I understand that SEJPA owns any work product or data created as a result of my work while telecommuting.
- I agree to keep my username and password confidential to maintain network security, to provide a secure location for any SEJPA-owned equipment and materials, and not to use, or allow others to use, such equipment and materials for purposes other than SEJPA business.
- I agree that restricted-access materials, such as payroll records, personnel files or other confidential documents will not be taken to my telework site without the consent of my supervisor, with approval on a case-by-case basis, or without the consent of my department head if such restricted-access materials are to be approved for use at my telework site for the duration of the Telecommuting Program Agreement.

- I agree to establish and maintain a telework site in a condition that is free of health and safety hazards in accordance with the Telework Site Safety Checklist and Self-Certification document.
- I agree to allow inspection of my telework site by the Director of Finance/Administration, workers' compensation third party administrator and/or its vendors, or Cal/OSHA as necessary in the event of an industrial injury at my telework site or upon request for accommodation(s) at my telework site.
- I agree to comply with tax laws, and I understand that SEJPA is not responsible for substantiating any claim of tax deductions for operating an office in my home.
- I understand that SEJPA assumes no liability for injuries that occur outside my scheduled telecommuting hours, or while I am not engaged in SEJPA business, and that SEJPA assumes no liability for injuries to any third parties and/or my family members associated with my telework site.

### **EMPLOYEE AGREEMENT**

I have read and understand SEJPA Telecommuting Program policy, a copy of which is attached, and will adhere to its terms and conditions. I agree to all employee acknowledgments above and will adhere to the terms and conditions set forth in this Telecommuting Program Agreement.

I understand that my work performance and compliance with this Telecommuting Program Agreement will be evaluated periodically, including during the initial 3-6 month timeframe.

I understand and agree that I am responsible for abiding by the established telecommuting work hours, furnishing and maintaining my remote workspace in a safe manner, employing appropriate telecommuting security measures, and protecting SEJPA assets, information, and systems. I understand and agree that telecommuting is voluntary and can be terminated at any time, with or without cause, by me or by SEJPA. I understand and agree that SEJPA can modify the terms and conditions of telecommuting, this agreement and its policy at any time with or without cause.

Employee name

Employee signature

Date

## **SUPERVISOR ACKNOWLEDGMENTS**

The supervisor must read and initial the following:

- I have read and understand SEJPA Telecommuting Program policy.
- I have read and understand the conditions listed in this Telecommuting Program Agreement.
- I agree to monitor the performance of the telecommuter to assess the effectiveness of the telecommuting arrangement and compliance with this Telecommuting Program Agreement.

## **APPROVAL OF INITIAL TELECOMMUTING PROGRAM REQUEST**

---

Supervisor Signature

---

Date

---

Director Signature

---

Date

---

General Manager Signature

---

Date

## **Attachment B**

### Telework Site Safety Checklist and Self-Certification

Name: \_\_\_\_\_ Employee ID \_\_\_\_\_

Department: \_\_\_\_\_

Telework Site Address: \_\_\_\_\_

As a SEJPA employee, you are responsible for adhering to safe work practices in all locations in which work is performed. Please ensure your telework site meets the following requirements:

#### **Work Environment and Practices**

- Height of chair and desk, along with spacing of computer, keyboard, and other tools are positioned correctly in accordance with ergonomic best practices communicated in handouts and/or online ergonomic training provided by SEJPA.
- Telework site has adequate lighting and computer is free of glare.
- Telework site is arranged to minimize excessive twisting, bending, reaching and pulling.
- Floors and walking surfaces are kept uncluttered and free of slip and fall hazards.
- Proper bending techniques are used when picking up heavy items.
- Ladders or step stools are used when reaching for or storing items in higher places.
- Reasonable workspace temperature can be maintained.

#### **Electrical Equipment**

- Any lamps, fans, heaters, and other electrical equipment or appliances are adequately maintained and plugged in properly and warnings are abided by.
- Adequate electrical outlets exist in telework site to avoid overloading any circuits.
- Extension cords are in good condition without any splices, deterioration, taping or other damage.
- Electrical outlets and extension cords are grounded (for example, three-plug electrical equipment OR appliances are not plugged into two-plug outlets or extension cords).
- Extension cords are protected by cord guards if routed across an aisle or other passageway.
- Multiple outlet strips have circuit breakers and are tested periodically.
- Electrical cover plates are in place over electrical switches and outlets.
- Space heaters have working tip-over switches and are plugged directly into the wall.
- Combustibles are not kept within two feet of the sides and tops of heaters.

#### **Emergency Preparedness**

- First aid supplies are available.
- Exit doors, hallways, and corridors are free of obstacles and combustible storage.
- Smoke detector(s) and carbon monoxide detector(s) are installed and maintained in accordance with applicable code regulations in the city of the telework site.
- A fire extinguisher (at a minimum, model #2A10BC) is fully charged and easily accessible to the telework site.
- There is an evacuation plan, including access to more than one way out of the work area.
- You have immediate access to dial 911.



## SAFETY SELF-CERTIFICATION AND AGREEMENT

1. I acknowledge and fully agree to adhere to safe work practices when performing tasks on behalf of SEJPA when telecommuting.
2. I certify that my workstation meets the requirements listed above.
3. I will notify my supervisor should there be a change in the location of my telework site or its adherence to the requirements in this checklist.
4. I will immediately report any on-the-job injuries to my supervisor, Director of Finance/Administration, or General Manager.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee name

### APPROVED:

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor name

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director name

cc: Human Resources

## **Attachment C**

### Supervisor Telecommute Resource

## **INTRODUCTION AND PURPOSE**

SEJPA is dedicated to creating a work environment that promotes employee engagement, wellness, and high levels of performance. In support of these goals as well as in support of the Climate Action Plan, SEJPA is introducing a Telecommuting Program that may allow eligible employees to telecommute, completing their work from a home telework site.

This resource is for SEJPA supervisors, managers, and directors to help evaluate employee telecommuting requests, determine if the employee's job functions are appropriate for telecommuting, review operational needs, and support effective telecommuting arrangements through clear expectations and ongoing monitoring, feedback and dialogue.

For more information on the SEJPA Telecommuting Program policy, including relevant definitions, conditions and approval procedures, please refer to the full policy document, or contact Director of Finance/Administration with any questions.

## **WHY TELECOMMUTING?**

Telecommuting is a tool for improving the employee experience and increasing productivity. In addition, telecommuting may be used as a strategy to reduce traffic congestion, commute costs for employees, and carbon emissions from driving in support of SEJPA Climate Action Plan.

## **EMPLOYEE ELIGIBILITY**

The Telecommuting Program policy specifies that to be eligible to telecommute, employees must meet the following requirements:

- Be assigned to a position with responsibilities that can be successfully performed away from the regular SEJPA worksite.
- Have demonstrated the ability to work independently, manage time, organize and prioritize work, exercise good judgment, code time and use leave appropriately, and have a history of reliability and responsibility in completing work assignments.
- Employees who are on a Performance Improvement Plan or have received any form of discipline in the last year may not be eligible. The department should consult with the Director of Finance/Administration in making their determination.

Due to the nature of many of the services offered by SEJPA, there may be limits that affect whether telecommuting is possible. As a supervisor, you are most informed about the employee's responsibilities, ability to successfully telecommute, and the potential for telecommuting to be an effective motivator for employees who consistently perform at a high level.

### **Employee eligibility considerations**

- Does the nature of the work lend itself to telecommuting?
- The employee performs tasks or projects independently.
- The job entails periods of working without equipment or with equipment that can be used at the telework site.

- The job entails clearly defined tasks, objectives, priorities, and measurable work activities.
- The job entails periods of time that do not require face-to-face communication or a physical presence and where communicating and coordinating with coworkers, direct reports, internal customers, or community members is appropriate via email or phone.
- The employee's job responsibilities are the same on a regular work day as the telecommuting day.
- Does the employee meet the expectations required for telecommuting?
- Has a history of reliability and responsibility in completing work assignments.
- Able to establish priorities and effectively manage his or her time.
- Able to establish and follow clear objectives.
- Able to work independently and to meet deadlines.
- Flexible.
- Responds to verbal and written communication in a timely manner.
- Able to determine the most effective methods for communicating effectively with supervisors, co-workers, and other team members.
- Communicates frequently about the status of work assignments.

## **OPERATIONAL NEEDS**

Operational needs of departments vary significantly, and it is important for supervisors and managers to consider their own context when considering a telecommute request. Telecommuting arrangements must not:

- Negatively impact the employee's ability to satisfactorily perform their job responsibilities
- Reduce the level of service to the community or internal customers or reduce hours of operation for SEJPA facilities
- Unreasonably impact the workload of others, or the coordination of intra- or interdepartmental activities. This may require that the employee's regular telecommuting day not occur during core days, if any, that have been identified by management
- Result in an increase in cost to SEJPA

## **STRATEGIES FOR SUPERVISING AND MANAGING TELECOMMUTING EMPLOYEES**

Telecommuting programs have many potential benefits to SEJPA, employees and supervisors. The Telecommuting Program Agreement is the first step for both the employee and supervisor to clearly communicate expectations for performance while working remotely. Often, telecommuting programs are successful due to forward thinking principles and a results-oriented approach between the supervisor and employee.

The following are items to consider adding when you are drafting and discussing the Telecommuting Program Agreement with the employee:

- Short-term and long-term goals and objectives the employee must effectively accomplish.
- Projects or assignments the employee can accomplish effectively due to the reduction in day-to-day interruptions in the office.
- Methods that will be used to keep in close and regular communication with telecommuting employees to foster a sense of inclusion and instill the importance of productivity, even when working remotely.
- Clear expectations regarding accessibility, responsiveness, and timelines for the telecommuter's completion of assignments.
- Periodic check-in with questions or requests for status reports.
- Clear expectations of how and when a telecommuting employee should be reachable via telephone or email, during agreed upon work hours.

- Clear performance standards to gauge how the telecommuting arrangement will lead to continued high overall productivity.
- Ongoing monitoring of performance and timely feedback, based on work outputs and behaviors, possibly including:
  - Documents and reports
  - Internal and external email communication
  - Timely responsiveness to phone calls and emails
  - Contributions on conference calls and video conferencing
  - Completion of weekly assignments, meeting project schedules
  - Satisfaction of other departments on interdepartmental support
- Communication of required in-person meetings that need to be considered before scheduling a telecommuting day.

Additional strategies for supporting an effective telecommuting arrangement include:

- List the Telecommuting Program Agreement on the agenda for one-on-one meetings with your employee. During this time, share your own thoughts about the employee's productivity during the employee's telecommuting days, and seek the employee's perspective on how the arrangement is working for the employee.
- Follow the timelines set forth in the policy for monitoring the effectiveness of the telecommuting arrangement and modify the Telecommuting Program Agreement as necessary.

## **Attachment D**

### Communication Protocol for Remote Work

#### **Purpose**

Good communication can be challenging and requires intention. However, when teams do not have the convenience of physically working in the same space it can be a greater challenge especially if there is not an agreed upon protocol or shared set of expectations. When working in this context, it is important that we communicate in a methodical and consistent manner. Response to all business should be conducted as usual other than what's discussed in this protocol.

#### **Protocol**

Guidelines for communication as a team are as follows:

##### **Microsoft Teams**

- We will use MS Teams to replace in-person interaction.
- Since MS Teams will be our go-to communication vehicle, we commit to being responsive to one another. Whether you are a staff member working on or offsite, think of it as being at your desk and communicating with your co-workers.
- Complex discussions should take place via MS Teams audio and video. To ensure we maximize this vehicle, we have established the following guidelines for video conferencing
  - Limit background noise to the best of your ability.
  - Manage use of the mute button. It's best to be muted unless you need to speak but remember to unmute yourself before you need to speak.
  - Use video whenever possible to improve interaction in large meetings. People will be able to see you gesture if you need to speak and will be aware if you're speaking while on mute.
  - Be mentally present. Since our communication will be less frequent, we need to make the most of it; do not multitask.

##### **Email**

- Expectations for email communication are business as usual. Use this tool as you always do.
- Please check and respond to your email throughout the workday.

##### **Phones**

- Have your cell phone with you during your work hours and be available to answer immediately.

##### **Meetings**

- All staff members are expected to check in each morning to signify they are available and on shift.
- All staff members are expected to check in each end of day to:
  - Re-cap of the day
  - Look ahead
  - Major issues
  - Situational awareness (updates regarding the present situation)
- Other meetings will be held and conducted as discussed with your groups.

- If you are scheduled to meet with staff, please let them know when you will be attending remotely.

Please check with your manager for clarification on any of these items.

## **APPENDIX C – RESOLUTION 2022-06**

---

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY  
ADOPTING SALARY AND BENEFITS FOR FISCAL YEARS 2022-23, 2023-24, 2024-25, AND 2025-26

Resolution 2022-06 is attached

RESOLUTION NO. 2017-01

RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE SAN ELIJO JOINT POWERS AUTHORITY  
IMPLEMENTING AN EMPLOYER-EMPLOYEE ORGANIZATIONS RELATIONS  
RESOLUTION

BE IT RESOLVED by the Board of Directors of the San Elijo Joint Powers Authority:

Article I - General Provisions

Section 1. Statement of Purpose

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the San Elijo Joint Powers Authority (SEJPA) and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of State law which regulate the merit system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the SEJPA.

It is the purpose of this Resolution to provide procedures for recognition of employee organizations and meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are preempted by Federal or State law. However, nothing herein shall be construed to restrict any legal or inherent exclusive SEJPA rights with respect to matters of general legislative or managerial policy, which include among others: the right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, mean, and kinds of services to be provided; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit; maintain the efficiency of SEJPA operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the SEJPA Board of Directors retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

This Resolution supersedes Resolution 95-5, passed and adopted by the SEJPA Board of Directors on July 13, 1995.

Definitions

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

- A. Appropriate Unit - a unit of employee classes or positions, established pursuant to Article II hereof.
- B. SEJPA - means the San Elijo Joint Powers Authority, and where appropriate herein, refers to the SEJPA Board of Directors or any duly authorized SEJPA representative as herein defined.



- C. Confidential Employee - an employee who, in the course of his/her duties, has access to confidential information relating to the SEJPA's administration of employer-employee relations.
- D. Consult/Consultation in Good Faith - to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counter proposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.
- E. Day - calendar day unless expressly stated.
- F. Employee Relations Officer - the SEJPA Manager or his duly appointed representative.
- G. Impasse - means the point at which the parties have exhausted the prospects of concluding an agreement and further discussion would be fruitless, which may be the point when the last, best, and final offer of each party has been rejected by a vote of the SEJPA Board of Directors, in the case of the SEJPA, and the general membership in the case of the Recognized Employee Organization.
- H. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of SEJPA policies and programs.
- I. Proof of Employee Support - means a signed petition, authorization cards, or union membership cards that clearly demonstrate that the employee desires to be represented by the petitioning employee organization for the purpose of meeting and conferring on wages, hours and other terms and conditions of employment, and that meets the requirements of Section 61020, Title 8 of the California Code of Regulations. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee within the prior 12 months.
- J. Exclusively, Recognized Employee Organization - an employee organization which has been formally acknowledged by the SEJPA as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
- K. Supervisory Employee - any employee having authority, in the interest of the SEJPA, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

## Article II - Representation Proceedings

### Section 2. Filing of Recognition Petition by Employee Organization

An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

- A. Name and address of the employee organization.
- B. Names and titles of its officers.
- C. Names of employee organization representatives who are authorized to speak on behalf of its members.
- D. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the SEJPA.
- E. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the names and addresses of each such other organization.
- F. Certified copies of the employee organization's constitution and bylaws.
- G. A designation of not more than two persons, including their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice to the employee organization for any purpose.
- H. A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, age, physical disability, or any other bases prohibited by applicable law.
- I. The job classifications or position titles of employees in the bargaining unit or units the employee organization wishes to represent and claims to be appropriate and the approximate number of member employees therein.
- J. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of eligible employees in the appropriate bargaining unit or at least 30% of eligible employees in the case of an intervener employee organization, desire that the employee organization represent them in their employment relations with the SEJPA. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
- K. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

### Section 3. Employee Revocation of Support

Employees who previously signed an instrument showing support of an employee organization may revoke their cards by submitting a letter to the employee organization stating that they no longer wish to be represented by the organization. The employee organization will have an affirmative obligation to provide a copy of the written revocation to the third party neutral prior to the date of the card count.

### Section 4. Determination of Exclusive or Majority Representation

Proof of employee support shall be submitted to and determined by a neutral third party pursuant to the procedures set forth in California Government Code section 3507.1.

### Section 5. SEJPA Response to Recognition Petition

Under receipt of the Petition, the Employee Relations Officer shall determine whether:

- A. There has been compliance with the requirements of the Recognition Petition, and
- B. The proposed representation unit is appropriate in accordance with Section 10 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefor in writing. The petitioning employee organization may appeal such determination in accordance with Section 12 of this Article II.

### Section 6. Open Period for Filing Challenging Petition.

Within thirty (30) days of the date written notice was given to the affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or overlapping unit (one which corresponds with respect to some but not all the classifications or positions set forth in the recognition petition being challenged) , by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 10 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 12 of this Article II.

## Section 7. Election Procedure.

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with its rules and procedures subject to the provisions of this Resolution. All employee organizations which have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the SEJPA. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employee during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation, or other authorized leaves of absence, and who are employed by the SEJPA in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the State Conciliation Services.

Costs of conducting elections shall be borne in equal shares by the SEJPA and by each employee organization appearing on the ballot.

## Section 8. Procedure for Decertification of Exclusively Recognized Employee Organization.

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer at any time following the first full year of recognition. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the information and documentation required by California Code of Regulations, Title 8, Section 61350.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If this determination is in the negative, he shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefor in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 12 of this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall there upon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to

the question of decertification and, if a Recognized Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 8 of this Article II.

If, pursuant to this Section 9, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 9. Policy and Standards for Determination of Appropriate Units.

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the SEJPA and its compatibility with the primary responsibility of the SEJPA and its employees to effectively and economically serve the public, and (2) providing employees effective representation based on a recognized community of interest. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

- A. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
- B. History of representation in the SEJPA and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
- C. Consistency with the organizational patterns of the SEJPA.
- D. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- E. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding, the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section 2 of Article I, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and/or confidential employees may be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

The Employee Relations Officer shall allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section.

Section 10. Procedure for Modification of Established Appropriate Units.

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer at any time. Such petitions must be signed by an

authorized agent of each petitioning party and include the information and documentation required by California Code of Regulations, Title 8, Section 61450.

The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the composition of the appropriate unit(s) in accordance with Section 10 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 12 of this Article. If a unit is modified pursuant to a petition filed by the SEJPA, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit (s) pursuant to section 3 hereof.

#### Section 11. Appeals.

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer under this Article II may appeal such determination to the SEJPA Board of Directors for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination.

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 3), Challenging Petition (Section 7) or Decertification of Recognition Petition (Section 9) - or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (section 9) - may, within fifteen (15) days of notice of such determination, appeal the determination to the SEJPA Board of Directors for final decision.

Appeals to the Board of Directors shall be filed in writing with the SEJPA General Manager. The SEJPA Board of Directors shall consider the matter within thirty (30) days of the filing of the appeal. The Board of Directors may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board on the use of such procedure, and/or any decision of the Board determining the substance of the dispute shall be final and binding.

### Article III - Administration

#### Section 12. Submission of Current Information by Recognized Employee Organizations

All changes in the information filed with the SEJPA by an Exclusively Recognized Employee Organization under items (A) through (G) of its Recognition Petition under Section 3 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

#### Section 13. Payroll Deductions on Behalf of Employee Organizations

Upon formal acknowledgment by the SEJPA of an Exclusively Recognized Employee Organization under this Resolution, only such Exclusively Recognized Employee Organization, contingent on the negotiating process and in accordance with the provisions of the Memorandum of Understanding and/or applicable administrative process, may be provided payroll deductions of membership dues and insurance premiums. After the agreement through the Memorandum of Understanding and/or applicable administrative process, such deductions

are contingent upon the SEJPA's receipt of the written authorization of employees in the unit represented by the Exclusively Recognized Employee Organization on forms provided by the SEJPA for this purpose.

#### Section 14. Employee Organization Activities - Use of SEJPA Resources

Access to SEJPA work locations and the use of SEJPA facilities, equipment, and other resources by employee organizations and those representing them must be authorized in writing by the Employee Relations Officer in advance of such access/use and may be authorized only to the extent provided for in the Memorandum of Understanding and/or SEJPA Employee Handbook and administrative procedures. Such access and use shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and shall not interfere with the efficiency, safety or security of SEJPA operations. Employees and employee organizations may not solicit membership, campaign for office, or hold organization meetings and elections during paid working hours.

#### Section 15. Administrative Rules and Procedures

The SEJPA Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer this Resolution after consultation with affected employee organizations.

#### Article IV - Impasse Procedures

##### Section 16. Initiation of Impasse Procedures

If the meet and confer process has reached impasse as defined in this Resolution, either party may initiate impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- A. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- B. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

##### Section 17. Impasse Procedures

Impasse procedures are as follows:

- A. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, not take any public position at any time concerning the issues.
- B. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may seek

resolution of the impasse as provided under California Government Code section 3505.4 or by any other mutually agreed upon procedure.

If the parties did not agree on mediation or some other mutually agreed upon procedure, or having so agreed, the impasse has not been resolved, the SEJPA Board of Directors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.

#### Section 18. Costs of Impasse Procedures

The costs for the services of a mediator and other mutually incurred costs shall be borne equally by the SEJPA and the Exclusively Recognized Employee Organization.

### Article V - Miscellaneous Provisions

#### Section 19. Construction

This Resolution shall be administered and construed as follows:

- A. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the SEJPA, or any authorized officer, body or other representative of the SEJPA, the rights, power and authority granted by Federal or State law.
- B. This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.
- C. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to SEJPA employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the SEJPA, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by applicable law. In the event employees engage in such actions, they shall submit themselves to discipline up to and including termination, and may be permanently replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit any rights accorded them.

#### Section 20. Severability

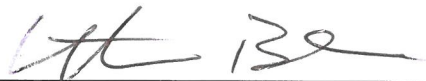
If any provision of this Resolution, or the application of such provision to any persons or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.



PASSED AND ADOPTED THIS 11TH DAY OF JULY, 2016 BY THE FOLLOWING VOTE:

AYES:	Boardmembers: Marshall, Muir, Zito
NOES:	Boardmembers:
ABSTAIN:	Boardmembers:
ABSENT:	Boardmembers: Blakespear

ATTEST:

  
Catherine Blakespear, Chairperson  
SEJPA Board of Directors

ATTEST:

  
Michael T. Thornton, P.E.  
Secretary of the Board

## RESOLUTION NO. 2022-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN ELIJO JOINT POWERS AUTHORITY  
ADOPTING SALARY AND BENEFITS  
FOR FISCAL YEARS 2022-23, 2023-34, 2024-25, and 2025-26**

**WHEREAS**, San Elijo Joint Powers Authority (SEJPA), which provides direct employment of SEJPA employees, desires to meet in an informal input process with SEJPA employees (Employees) regarding the wages, benefits, and certain other terms and conditions of employment;

**WHEREAS**, the Board of Directors has appointed the General Manager to act as a Labor Relations committee;

**WHEREAS**, the General Manager and the SEJPA Board of Directors have reviewed salary and benefit data of comparable service agencies;

**WHEREAS**, the General Manager has met with the Employees regarding compensation and benefits;

**WHEREAS**, the Employees are a valuable and important part of SEJPA and have had the opportunity to meet in the informal input process with the designated SEJPA representative, the General Manager, on compensation, benefits, and other terms and conditions of employment;

**NOW THEREFORE, be it resolved by the Board of Directors of SEJPA** that the salary, benefits, and other terms and conditions of employment for the Employees set forth below are hereby adopted and established as those of the SEJPA. The San Elijo Joint Powers Authority Employee Handbook may be updated as deemed necessary by the General Manager to incorporate these provisions.

## **SECTION I    GENERAL**

The provisions of this resolution shall commence on July 1, 2022 and terminate on June 30, 2026, with FY 2025-26 being the option year that employees can vote to opt out of with majority vote. If a new resolution is not in place by July 1, 2026, the provisions of this resolution will continue with all salary and benefit allowance frozen at the Fiscal Year 2025-26 limits. For Section II, F, the process for determining benefit limits remains the same until a new resolution is in place.

## **SECTION II    BENEFITS**

### **A.      Vacation Leave**

Employees accrue vacation leave as follows:

Vacation Increment	Hours of Leave	Vacation Rate	Bi-Weekly Rate	Accrual	Maximum Accumulation
0-5 years	104		4.00 hours		208 hours
5-10 years	128		4.92 hours		256 hours
10-15 years	152		5.85 hours		304 hours
15+ years	184		7.08 hours		368 hours

## RESOLUTION NO. 2022-06

Vacation leave for part-time employees is prorated based on the number of hours worked, e.g. an employee who works 30 hours per week would accrue vacation leave at a rate of 75 percent of that rate at which a regular full-time employee accrues vacation leave. Vacation accrues on an as-worked basis. Vacation does not accrue during any unpaid leave of absence.

Employees are entitled to accrue vacation leave up to a maximum amount equal to twice the employees' annual accrual rate ("Maximum Accumulation"), after which accrual ceases until the balance of maximum accrued hours falls below the Maximum Accumulation.

### Accrued, Unused Vacation Payout upon Separation of Employment

Upon separation of employment with the SEJPA, accrued vacation benefits that have not been used or cashed out will be paid to the employee in accordance with applicable law.

### Conversion of Accrued, Unused Vacation Leave to Cash

Annually, on December 1st of each year, an employee may elect to cash-out vacation hours in excess of 72 hours, provided that the employee has used at least 72 hours of vacation time within the previous 12 months. The maximum allowable hours to be cashed-out annually is limited to an amount equal to the employee's one-year accrual rate at the time the vacation is cashed out. For example, an employee with who has worked for SEJPA for 0 to 5 years is permitted to cash out a maximum of 104 hours annually, provided the employee has used at least 72 vacation hours during the 12 months preceding December 1. The pay rate will be the employee's applicable hourly wage at the time each cash-out payment is made. Cash-out will be paid on a quarterly basis by the last payday of April, July, October, and January. If an employee's employment is terminated prior to receiving all of the employee's quarterly cash-out payments, the employee will be paid all remaining accrued, unused vacation at the time the employee receives his or her final pay. The election to cash-out vacation hours may not be revoked or modified.

## **B. Holidays**

Employees of San Elijo Joint Powers Authority (SEJPA) receive 12 paid holidays each fiscal year: 10 fixed holidays and 2 floating holidays. Floating holidays for employees hired after the start of the fiscal year are prorated based upon the date of hire. Employees are entitled to pay that is equal to the employee's regularly scheduled hours on any given holiday.

Fixed holidays include:

- |   |  |
|---|--|
| 1. New Year's Day, January 1                        | 6. Labor Day, First Monday in September          |
| 2. Martin Luther King, Jr., Third Monday in January | 7. Veteran's Day, November 11                    |
| 3. President's Day, Third Monday in February        | 8. Thanksgiving Day, Fourth Thursday in November |
| 4. Memorial Day, Last Monday in May                 | 9. Day after Thanksgiving                        |
| 5. Independence Day, July 4                         | 10. Christmas Day, December 25                   |

## **C. Paid Sick Leave**

### Eligible Employees

All employees (including part-time and temporary) who work for SEJPA are eligible to accrue Paid Sick Leave ("PSL") beginning on the first day of employment under the accrual rate and cap set forth in this policy.

## RESOLUTION NO. 2022-06

### Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### Accrual Rate, Maximum, and Carryover

Eligible **full-time employees** will accrue eight hours of PSL per month accumulated on a bi-weekly basis beginning immediately upon hire. Part-time employees will accrue on a prorated bases, but not less than one hour of PSL for every 30 hours worked beginning immediately upon hire. Accrual for non-exempt, part-time employees will be calculated based on actual hours worked. PSL accrues on an as-worked basis and does not accrue during an unpaid leave of absence.

There is a cap on PSL accrual. PSL accrues up to a maximum of 1,000 hours after which accrual ceases until the balance of maximum accrued hours falls below the cap. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

### Limits on Use and Cashing Out

If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence. If while on vacation, an employee becomes ill, he/she may have the period of illness charged to his/her accumulated sick leave instead of vacation.

Employees who have accumulated more than 176 hours of sick leave may elect to be paid for any sick leave in excess of 176 hours provided an election is made prior to December 15<sup>th</sup> each year for payment in the following year. The pay rate will be 50 percent of the employee's hourly wage at the time of the cash-out.

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

### Termination

Employees who are not terminated for cause and have given SEJPA 14 calendar days (beginning on the date the notice is received by SEJPA) written notice shall be paid for 50 percent of their accumulated sick leave. Sick leave pay will be calculated based on the employee's regular rate of pay at the time of the cash-out.

## RESOLUTION NO. 2022-06

All other employees who do not meet the conditions above will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination for cause or where the employee has failed to provide 14 days' notice of termination.

### Retaliation

SEJPA prohibits discrimination or retaliation against employees for using their PSL.

### **D. Bereavement Leave**

Employees may receive 3 days off with pay for bereavement of an individual who is a member of the employee's immediate family. Upon approval by the General Manager, additional sick leave may be used to supplement the bereavement leave in the event of a death of an immediate family member. Immediate family member is defined as:

Spouse	Mother/Father-in-Law
Child/Adopted Child	Daughter/Son-in-Law
Stepchild	Grandparent
Sibling	Niece/Nephew
Parent	Sister/Brother-in-Law
Stepparent	Registered Domestic Partner
Grandchild	Child of Registered Domestic Partner
Aunt/Uncle	Persons who have raised the employee

Employees may receive one paid full day off to attend the funeral of a relative who is not a member of the employee's immediate family. SEJPA may request documentation (i.e. a copy of the death certificate) to certify the need for such leave.

### **E. Administrative Leave**

Exempt employees are exempt from overtime provisions of the Fair Labor Standards Act. In lieu of compensating overtime, these employees shall be entitled to take up to five (5) days of administrative leave annually. This leave must be taken in increments of not less than half a day.

### **F. Health, Dental Insurance, and Vision Care Plan**

Employees and their dependents are provided a group dental and vision care plan; the employer's contribution for premiums for vision and dental plans shall be an amount each year that is 95% of the average of the plans being offered, at the appropriate tier (single, double and family). Eligibility for dental and vision insurance will begin the first of the month following employment. If there is a conflict between this Agreement and the applicable plan document, the plan document shall apply.

Employees and their dependents are provided with group health insurance coverage under the CalPERS PEMCHA program. Effective July 1, 2019, the employer's contribution for each employee shall be an amount each year that is 95% of the average of all health plans CalPERS makes available to SEJPA, excluding the CalPERS Care Plan, at the appropriate tier (single, double and family). The employee shall pay for any premium cost for coverage that exceeds SEJPA contribution. Eligibility for health coverage will begin the first of the month following employment.

Employees who meet the applicable eligibility requirements established by SEJPA, in accordance with applicable law, shall be provided health, dental and vision insurance for themselves and their dependents, upon request. Flexible contributions allocated to part-time employees are prorated based

## RESOLUTION NO. 2022-06

on the number of hours worked, i.e. an employee who works 30 hours per week would receive 75 percent of the maximum annual contribution.

In lieu of health insurance coverage, eligible employees may elect to receive compensation of 25 percent of the single employee benefit in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of SEJPA and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager.

Employees hired before July 1, 2008, shall receive a minimum annual contribution of \$8,870 with maximum cash out of \$6,530.

### **G. Health Care Reimbursement**

Employees shall be able to designate dollars for eligible medical, dental, and vision reimbursement. Employees may supplement Plan contributions with tax-exempt dollars through voluntary payroll deduction. Each employee shall assume responsibility for any income tax obligations resulting from participation in the health care reimbursement program.

### **H. Dependent Care Reimbursement**

Employees shall be able to designate dollars for eligible dependent care reimbursement. Employees may supplement Plan contributions with tax-exempt dollars through voluntary payroll deduction. Each employee shall assume responsibility for any income tax obligations resulting from participation in the dependent care reimbursement program.

### **I. Life and Disability Insurance**

SEJPA provides for its employees' life insurance equal to the employee's annual salary. Each employee shall assume responsibility for any income tax obligations resulting from the payment of insurance premiums.

SEJPA provides for its employees' short-term and long-term disability insurances. Each employee shall assume responsibility for any income tax obligations resulting from the payment of insurance premiums and disability compensation received from the disability insurance provider.

### **J. Retirement**

**For all employees hired prior to July 1, 2012**, SEJPA shall participate in the California Public Employees' Retirement System (CalPERS) program, 2.5% at 55 Full Formula, One-Year Final Compensation for active SEJPA miscellaneous members effective July 1, 2008.

Effective the first pay date of each fiscal year, the employees shall pay the full employee portion as defined or set forth by CalPERS, which as of July 1, 2016, is 8.00%.

**For all employees hired after June 30, 2012 and CalPERS Classic Employees**, SEJPA shall participate in the California Public Employees' Retirement System (CalPERS) program, 2.0% at 60 Full Formula, Three Year Average Final Compensation for active SEJPA miscellaneous members effective July 1, 2012. Effective the first pay date of each fiscal year, the employees shall pay the full employee portion as defined or set forth by CalPERS, which as of July 1, 2016, is 7.00%.



## RESOLUTION NO. 2022-06

**For all employees hired after January 1, 2013**, SEJPA shall participate in the California Public Employees' Retirement System (CalPERS) program, 2.0% at 62 Full Formula, subject to the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). Effective the first pay date of each fiscal year, the employees shall pay the full employee portion as defined or set forth by CalPERS, which as of July 1, 2016, is 6.25%.

### **K. Deferred Compensation Plan**

Where the employee voluntarily participates in the SEJPA's deferred compensation plan, SEJPA shall contribute an equal amount on a matching basis up to 4 percent (4%) of the employee's annual base salary.

### **L. Uniforms and Safety Equipment**

SEJPA shall provide all laboratory, operations and maintenance employees (and any other employee classification as deemed appropriate) with necessary personal protective equipment as required for their duties, including but not limited to uniforms. SEJPA shall provide employees, upon date of hire and yearly thereafter, up to a maximum amount of \$225.00 to purchase safety shoes/boots required of their position. If an employee damages their boots performing work duties, the General Manager has authority to approve reimbursement of replacement boots.

SEJPA shall provide employees up to \$335.00 each fiscal year for the purchase of SEJPA-approved prescription safety glasses.

In certain circumstances, the General Manager also has authority to approve a uniform and safety equipment allowance beyond the maximum amount.

### **M. Tuition Reimbursement**

SEJPA will reimburse employees for certain educational expenses incurred by employees in connection with the employee's successful completion of educational courses approved in advance by SEJPA. Employees may be reimbursed up to \$625.00 for any one course, and up to a maximum of \$2,300.00 per employee per fiscal year.

### **N. Health and Wellness Reimbursement**

Starting in FY 2022-23, each employee is eligible for a reimbursement of up to \$120 per year for purchases related to health and wellness.

### **O. Work from Home**

Eligible employees with approval of their respective director may be allowed up to two (2) days per week to work from home. Employees approved to work from home is required to be available for calls and meetings during scheduled work shift.

### **P. Electric Vehicle Charging**

Electric vehicle charging shall be offered to employees without a fee at designated charging stations.

### **SECTION III. COMPENSATION**

#### **A. Employee Compensation**

Employees, except the General Manager, shall receive compensation in accordance with the adjusted ranges in the Classification and Compensation Schedule.

#### **B. Salary Adjustments**

Effective the first pay date in July 2022, 2023, 2024, and 2025, the Classification and Compensation Schedule for all personnel classifications shall be increased as follows:

<b>Year</b>	<b>Cost of Living Adjustment (COLA)*</b>
July 1, 2022	3.0%
July 1, 2023	3.0%
July 1, 2024	3.0%
July 1, 2025**	3.0%

\* Salary schedule adjustment shall apply to all SEJPA labor classifications except for the General Manager position.

\*\* Option year that employees can vote to opt out of with majority vote by July 31, 2024.

Employees shall be provided a performance review, typically on an annual basis. Employees that are not at the top of their classification salary range shall receive consideration of a merit pay increase. At the discretion of the General Manager, employees may qualify for a one-time annual recognition bonus of up to \$800.00 for exceptional work performance.

The Classification and Compensation Schedule for Fiscal Year 2022-23 is shown in Exhibit A.

SEJPA and its employees acknowledge and agree that during the term of this agreement SEJPA may implement decisions within its discretion related to implementation of its on-going assessment of the competitiveness of SEJPA. This means that job positions, classifications, and their respective job descriptions may be revised, added, or deleted; work and shift hours may be revised; new or revised automation; and new or revised procedures may be implemented. SEJPA invites employees to provide input on these decisions if they result in a modification of any express provision of SEJPA's policies and procedures.

#### **C. Working Out of Position Specification**

Occasionally, an employee is required by the General Manager to assume an "acting" position that is outside his/her job specification. This policy is intended to provide the employee with additional compensation based upon the newly assumed duties.

An employee designated as "acting" by the General Manager, will assume the acting title and associated base salary for the position that he/she is assuming. This title and compensation will continue throughout the duration of the acting period. The General Manager can designate a rate of pay within the range of the assumed position. Under no circumstance will the employee's increased salary exceed the top of the assumed position range.

The needs of SEJPA will prevail in determining the length of time for which the employee assumes the acting position. This provision does not apply to the General Manager.



#### **D. Shift Differential**

SEJPA shall pay non-exempt operations and maintenance employees a shift differential of \$1.50 per hour in addition to their base rate of pay for hours assigned to a work shift other than the day shift.

#### **E. Standby Duty**

Non-exempt operations and maintenance employees are required to be on standby to respond to emergency situations. Non-exempt operations and maintenance employees on standby are compensated at two (2.00) hours at their regular hourly rate of pay per day.

#### **F. Call-Back**

SEJPA shall compensate, at the rate of time and one-half their regular rate of pay, non-exempt employees who are unexpectedly ordered to report back to duty to perform necessary work following completion of the non-exempt employee's workweek or work-shift and their departure from the site. Non-exempt employees called back under this condition shall receive a minimum of two hours compensation. Call-backs on holidays, weekdays or weekends after midnight and before the start of the non-exempt employee's regular shift are compensated at a rate of two times the non-exempt employee's regular hourly rate.

#### **G. Meal Allowance**

SEJPA shall reimburse non-exempt employees a maximum of \$12.00 per meal for food and non-alcoholic beverages when the non-exempt employee is unexpectedly ordered to work due to an emergency for at least two hours overtime beyond the standard work shift.

#### **H. Incentive Program**

The Employee Recognition Program is designed to provide an opportunity for SEJPA to recognize dedicated and loyal employees who contribute to its success.

##### **1. Professional and Technical Achievement**

Recognizes employees for their individual accomplishments in the area of work related professional development such as education or technical certification or recognition by a work related professional organization, payable within 45 days of receiving certification or education and providing proof of completion of the qualifying certification or education.

Industry Awards and Professional Certifications - \$500.00

Associates Degree - \$1,000.00, Bachelor's Degree - \$1,500.00, Master's Degree - \$2,000.00

##### **2. Organizational Performance Achievements**

Recognizes employees for SEJPA accomplishments related to environmental performance, safety and industry recognition.

## RESOLUTION NO. 2022-06

### Environmental Performance

- Region 9 Regional Water Quality Control Board Performance
  - No more than 5 violations of NPDES requirements - \$250.00
  - 100% compliance with NPDES requirements - \$1,000.00
  - 100% compliance with NPDES requirements for 5 consecutive years - \$2,000.00
- Environmental Performance at Pump Stations
  - No reportable spills from pump stations - \$250.00
- Period of Performance
  - The period of performance will be January 1 to December 31, of each year, payable in January of the following year.

Safety Program – Provides incentive funding to all employees up to \$1,000.00 per employee per year that successfully perform safety inspections, safety presentations, develop corrective actions, demonstrate understanding of SEJPA's illness and Injury Prevention Plan, and safety online training as prescribed in the SEJPA Safety Program.

Industry Awards – Industry organizations may include, but not limited to, American Society of Civil Engineers (ASCE), California Water Environment Association (CWEA), WaterReuse, California Association of Sanitary Agencies (CASA), California Sanitary Risk Management Authority (CSRMA), and Water Environment Federation (WEF), payable within 60 days of receiving award and providing proof of receipt of award.

- Local Award – 1<sup>st</sup> place - \$150.00
- State Award – Honorable Mention, Second, or Third Place - \$200.00, First Place - \$300.00

All organizational awards apply to each and every employee employed on the date of award. Employees hired during the award year will receive a prorated award bonus provided they remain an employee on the date of the award. For example, an employee employed for only six (6) months of the award year will receive 50% of the applicable award bonus. Any single project or program may qualify for up to three industry awards in any one fiscal year period. For example, a capital project may achieve award recognition by four different organizations; however, the total award bonus will be limited to three.

### **Terms and Conditions of Employment**

All other terms and conditions of employment are specified in the SEJPA's Employee Handbook.

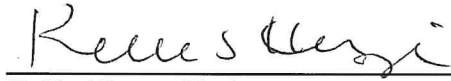
### **Competitiveness Assessment Decision**

The SEJPA will perform a Classification and Compensation Study and present recommendations to the SEJPA Board of Directors prior to the end of this contract.

RESOLUTION NO. 2022-06

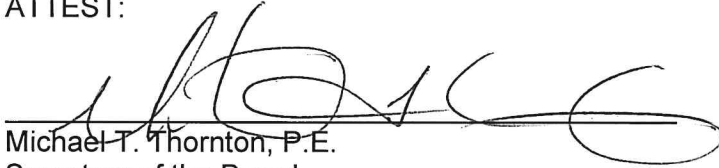
PASSED AND AMENDED this 21<sup>st</sup> day of June 2022, by the following vote:

AYES: Board Members:  
NOES: Board Members:  
ABSENT: Board Members:  
ABSTAIN: Board Members:



Kellie Hinze, Chairperson  
SEJPA Board of Directors

ATTEST:



Michael T. Thornton, P.E.  
Secretary of the Board

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: LABORATORY LEASE PRESENTATION

RECOMMENDATION

No action required. This memorandum is submitted for information only.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA) has received two unsolicited proposals for leasing laboratory, and potentially office space, at the San Elijo Water Campus. Both proposals are for conducting water related research/education to address issues of interest for the water/wastewater industry, as well as for the betterment of public health and the environment. The San Elijo Water Campus has space available for conducting research/education and staff supports having research conducted at the campus that advances the agency's mission and vision.

In June 2022, the Board of Directors considered leasing laboratory space at the San Elijo Water Campus for water research and education. Based on the information provided, staff recommended pursuing the development of a lease agreement with Proposal A, from Trussell Technologies, as the research has greater alignment with SEJPA's interest in potable reuse and is requesting a smaller footprint in the laboratory. The research will also benefit other public agencies and the state of California, and could lead to other research, education, and grant opportunities being developed at the Water Campus. The Board of Directors gave direction to staff to pursue developing a laboratory lease agreement.

DISCUSSION

While the terms of the lease agreement are being developed, staff requested a presentation from Trussell Technologies on the potable reuse research and education that is currently being conducted. Staff anticipates having a draft lease agreement ready for consideration by the Board in September or October 2022. Mr. Shane Trussell, Ph.D., P.E., BCEE, the President and CEO of Trussell, will present an overview of the proposed work to the Board of Directors and answer questions.

RECOMMENDATION

No action required. This memorandum is submitted for information only.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Thornton", with a stylized flourish at the end.

---

Michael T. Thornton, P.E.  
General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

July 19, 2022

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF ENGINEERING DESIGN AND CONSTRUCTION SUPPORT  
SERVICES – WANKET TANK REFURBISHMENT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to execute a professional engineering agreement with Ardurra Group, Inc. for an amount not to exceed \$249,210; and
2. Discuss and take action as appropriate.

BACKGROUND

San Elijo Joint Powers Authority (SEJPA), San Dieguito Water District (SDWD) and Olivenhain Municipal Water District (OMWD) desire to convert the existing J.C. Wanket Reservoir to recycled water storage. The reservoir tank and site property are jointly owned by OMWD and SDWD. In June 2022, SDWD and SEJPA reached agreement on assigning SDWD ownership in the tank to SEJPA.

SEJPA is proposing to convert the existing Wanket tank to recycled water storage and connect it to the north SEJPA recycled water system to increase operational flexibility, improve system service pressure, and expand service capacity and reliability.

In 2020, SEJPA requested engineering proposals to conduct a feasibility analysis of converting the Wanket tank to recycled water storage. Infrastructure Engineering Corporation (IEC) was selected for the project based on their depth of knowledge of the recycled water system and their proposal provided the best value to the agency.

IEC (now the Ardurra Group, Inc.) has completed their engineering analysis that concludes the Wanket tank is in good condition and would provide valuable storage to SEJPA's recycled water system and improve water pressure for SDWD and OMWD customers that are currently experiencing low pressure.

## DISCUSSION

Ardurra Group is already providing services for SEJPA related to the Wanket Tank conversion and has teamed with Peterson Structural Engineers (PSE), the same structural engineering firm that OMWD used to provide an analysis of the tank integrity, so there would be economies and efficiencies of scale by continuing with the current consultant. Due to the unique knowledge gained by the proposed project team of the details related to this conversion, it is apparent that an RFP process to continue the design work would be incongruous and would not result in an advantage. SEJPA has been satisfied with the work produced by Ardurra Group and staff recommends engaging them to prepare the engineering design and construction documents, as well as provide construction support services.

The major elements of the proposed project include the following:

- Conversion of inlet-outlet piping at Wanket Tank to accommodate delivery of recycled water as recommended by *Wanket Tank Conversion Evaluation Report -Final* dated June 2022, as prepared by Ardurra Group, Inc.
- Tank rehabilitation as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022, as prepared by Peterson Structural Engineers (PSE) for OMWD.
- Addition of a potable make-up water connection to an existing OMWD pipeline with a flow meter and a California State Water Resources Control Board, Division of Drinking Water (DDW) compliant air gap delivering the water into the tank.
- Replacement of two (2) valve vaults as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022 as prepared by PSE for OMWD.
- Minor civil site improvements as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022 as prepared by PSE for OMWD.
- Up to 1,200 feet of 12" recycled water pipeline to be located on the tank site and along a new easement that crosses the Encinitas Ranch Golf Course (ERGC) and connects to an existing SEJPA pipeline in Quail Gardens Road The pipe alignment will generally follow the recommended alignment as described in the *Wanket Tank Conversion Evaluation Report - Final* dated June 2022, as prepared by Ardurra Group, Inc.
- Electrical and instrumentation improvements to provide communication with SEJPA SCADA system.

The professional service agreement with the Ardurra Group includes the following tasks:

- Prepare Preliminary Design Report
- Prepare Final Design, Plans, and Specifications
- Provide Support to the Environmental Documentation Process

- Conduct Site Inspections and Potholing for Critical Utility Crossings
- Provide Right of Way and Easement Services
- Develop Construction Cost Estimates and Schedule
- Provide Public Bidding Support Services
- Provide Engineering Support during Construction

#### FINANCIAL IMPACT

Funding for the recommended engineering services agreement in amount of \$249,210 has been included in the FY 2022-23 Budget.

It is recommended that the Board of Directors:

1. Authorize the General Manager execute a professional engineering agreement with Ardurra Group, Inc. for an amount not to exceed \$249,210; and
2. Discuss and take action as appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.  
General Manager

Attachment 1: Ardurra Scope of Work and Fee, dated July 12, 2022





## Scope of Services

### Expansion of North Recycled Water System - Wanket Tank

#### Background

The existing 3.0 MG Wanket Tank is jointly owned by Olivenhain Municipal Water District (OMWD) and San Dieguito Water District and is currently not in operation. Pursuant to discussions with these agencies, the San Elijo Joint Powers Authority (SEJPA) is proposing to convert the existing Wanket Tank to recycled water use and connect it to the north SEJPA recycled water system to add storage capacity and operational flexibility. The major elements of the proposed project are anticipated to be as follows:

- Conversion of inlet-outlet piping at Wanket Tank to accommodate delivery of recycled water as recommended by *Wanket Tank Conversion Evaluation Report - Draft* dated March 2022, as prepared by Ardurra Group, Inc.
- Tank rehabilitation as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022, as prepared by Peterson Structural Engineers (PSE) for OMWD.
- Addition of a potable make-up water connection to an existing OMWD pipeline with a flow meter and a California State Water Resources Control Board, Division of Drinking Water (DDW) compliant air gap delivering the water into the tank.
- Replacement of two (2) valve vaults as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022 as prepared by Peterson Structural Engineers (PSE) for OMWD.
- Minor civil site improvements as recommended by *3.0 MG Wanket Reservoir Evaluation* dated June 2022 as prepared by Peterson Structural Engineers (PSE) for OMWD.
- Up to 1,200 feet of 12" recycled water pipeline to be located on the tank site and along a new easement that crosses the Encinitas Ranch Golf Course (ERGC) and connects to an existing SEJPA pipeline in Quail Gardens Road. The pipe alignment will generally follow the recommended alignment as described in the *Wanket Tank Conversion Evaluation Report - Draft* dated March 2022, as prepared by Ardurra Group, Inc.
- Electrical and instrumentation improvements to provide communication with SEJPA SCADA system.

SEJPA has engaged Ardurra Group, Inc. (Consultant) to provide preliminary design and final design services for the Project. The specific tasks to be performed by the Consultant are described below.



## Scope of Services

### 1. General Tasks

#### 1-1. Project Management

Provide project management on an on-going basis during the project, monitor the budget and schedule, and provide regular status reporting to SEJPA: a bi-monthly e-mail project status report and a monthly written progress report that accompanies each invoice. The reporting will include notification to SEJPA of any budget or schedule issues.

#### 1-2. Quality Control/ Quality Assurance

Prior to submitting each deliverable to SEJPA, and in accordance with IEC's established Quality Management Plan (QMP), perform a QA/QC review by a senior staff member that is not directly involved in the project. Each deliverable will indicate the name of the reviewer.

### 2. Planning, Hydraulics, Alignment Selection, and Preliminary Design Report.

#### 2-1. Review Previous Planning Work and Attend Kickoff Meeting with SEJPA

Review the planning work that was completed by others. Attend kickoff meeting with SEJPA to confirm the information and the general approach proposed for the Project. Kickoff meeting will be held at SEJPA offices.

#### 2-2. Agency Coordination Meetings

Prepare for and conduct up to two (2) meetings with SEJPA staff to discuss and define operational aspects of the Wanket Tank in terms of:

- Normal operations (e.g., SEJPA tank fill rate, hydraulics and timing, SEJPA average and peak demands.
- Non-normal operations (e.g., unusually high or low SEJPA demands, make-up water operation with potable water from OMWD system, facility out of service scenarios)
- SCADA and communication requirements for each agency

Coordination meetings will be held via teleconference. Prepare and distribute meeting notes summarizing the anticipated tank operational parameters.

#### 2-3. Construction Cost Estimate and Construction Phasing Plan

Prepare a planning level opinion of probable construction cost broken down by the major items of work as separate bid schedules. The costs will be based on general unit construction cost factors and will include an assumed inflation factor based on dates of expected construction. Included in cost estimate will be an evaluation of trenchless construction techniques and a planning level comparison of costs.



2-4. Identify Right of Way and Easement Needs

Identify approximate easement that is needed for the pipeline across the ERGC, including temporary access for geotechnical investigation. Provide this information in a technical memorandum to SEJPA. SEJPA will contact ERGC to gain permission for field investigation access and for easement acquisition.

2-5. Identify Special Construction or Permit Areas

Identify areas in the proposed project areas that will require special construction techniques (e.g. night time construction), preservation areas, traffic control, and permits. Identify areas of the golf course that will be impacted by construction and special considerations for timing of the work relative to golf course operations.

2-6. Meet with the City of Encinitas

Meet once with SEJPA staff and the City of Encinitas to review the general system exhibits and collect the City's comments and input. Identify permits and approvals, submittal requirements, fees, signature blocks, and processing time. Obtain City's requirements for repair of potholes and borings in City streets. Obtain the City's traffic control and pavement replacement requirements for trenching along streets.

2-7. Agency Issue, Approval, and Permit Memorandum

Prepare a brief technical memorandum listing agency issues, approvals, and permits related to the project, including coordination with SDG&E concerning a new meter and power feed to the Wanket Tank site.

2-8. Construction Schedule

Prepare a construction schedule that shows general estimates for completion of the plans, bidding, award, major construction elements, and start-up. The schedule will be based, in part, on SEJPA's anticipated availability of recycled water delivery from OMWD.

2-9. Prepare Preliminary Design Report

Prepare a Draft Preliminary Design Report (PDR) that includes the following major sections:

- Summary of Previous Studies (brief summary with references)
- Areas of Special Construction
- Easement Requirements
- Agency Approval and Permit Requirements
- Trenchless Evaluation
- Construction Cost Estimate
- Construction Phasing and Schedule

Submit three (3) hardcopies and one (1) PDF version of the Draft PDR.

Receive SEJPA comments and meet with SEJPA to discuss the comments prior to preparing the Final PDR.

Submit three (3) hardcopies and one (1) PDF version of the Final PDR.



### 3. Support to Environmental Documentation and Public Outreach

#### 3-1. Provide Support to the Environmental Documentation Process

Provide technical information to support SEJPA and SEJPA's consultant in preparing and processing the environmental document (assumed to be a Mitigated Negative Declaration), Coastal Development Permit, and permits for other regulatory agencies. This will include project description information, general maps of the project alignments, identification of areas along the proposed alignment requiring special construction techniques, types and number of construction equipment, estimated number of truck trips, and areas requiring limited hours of work. The level of effort for this task is defined by the assigned budget.

If requested by SEJPA, prepare the complete CEQA documentation, as described under the optional tasks of this scope.

If requested by SEJPA, prepare application and obtain the Coastal Development Permit (via the City of Encinitas), as an amendment to this scope and fee.

#### 3-2. Provide Support to the Public Outreach Process

Provide graphics support to SEJPA's public outreach to the irrigation customers and community as follows:

- Aerial exhibit showing the existing recycled water system, the proposed pipeline layout and work areas.

The level of effort for this task will be defined by the assigned budget.

### 4. Final Design Plans, Specifications, and Cost Estimate (PS&E)

For the purposes of estimating the effort required for this task, the facilities to be designed will be assumed to encompass a total of 1,200 feet of 12" diameter pipeline. All of the pipelines are assumed to be constructed using open cut construction.

#### 4-1. Prepare Mapping

Perform field and aerial surveys necessary to develop the base topographic mapping for design of the pipelines. Include pertinent utility features and golf course irrigation facilities (with assistance from ERGC locating staff).

#### 4-2. Geotechnical Investigation

For the purposes of this scope of services, it is assumed that the field investigation will entail two (2) borings along the proposed alignment, both outside of the public ROW and not requiring traffic control or encroachment permits. It is assumed that the pipeline will be construction using open trench construction techniques at typical installation depths; as a result, maximum boring depths are limited to 20 feet below existing grade. The geotechnical effort will include:

- Review readily available published and in-house geotechnical literature and reports.



- Perform a geologic field reconnaissance along the pipeline alignments by an Engineering Geologist.
- Prepare an illustrated geotechnical reconnaissance report for the project that presents preliminary findings, conclusions and recommendations for preliminary design of the project.
- Mark out of the boring locations for clearance of underground utilities. Underground Service Alert (USA) will be notified to clear the proposed boring locations of utilities.
- Drill, log and sample two (2) exploratory borings at locations to be determined using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers to depths of up to 20 feet below existing grade (or auger refusal).
- Obtain samples at selected intervals and transport them to a laboratory for testing: moisture content and dry density, grain size, shear strength and soil corrosivity (pH, resistivity, chloride content and sulfate content. The borings will be backfilled in accordance with San Diego County Department of Environmental Health (DEH) guidelines and patching the holes using “Perma-Patch” method of repair.

The results of the investigation will be compiled into a summary report that defines recommended design parameters needed for the pipeline design: geologic and seismic hazards, seismic parameters, earthwork, excavatability, fill placement and compaction, foundations, lateral earth pressures, shoring, dewatering and soil corrosivity. Three (3) hardcopies and one (1) PDF of the summary report will be submitted to SEJPA.

#### 4-3. Utility Record Research

Conduct records research and coordinate with the utility companies and agencies to locate existing and proposed facilities in the project corridors.

Plot utilities on the plans and coordinate with utility companies and agencies to resolve conflicts. If necessary to check utilities in the field, visit the project area and review the existing conditions by visual observation. Send plans to each utility owner for conflict check at the 50% and 90% design stages.

#### 4-4. Potholing

Pothole at connection points and/or crossings of critical utilities. This effort will entail acquiring permission from ERGC, encroachment and traffic control permits per City of Encinitas requirements, Dig-Alert coordination, performance of potholing using vacuum excavation techniques, and pavement repair using “Perma-Patch”. For the purposes of this scope of services, it is assumed that the potholing effort will include up to five (5) potholes each up to twelve (12) feet in depth.

#### 4-5. Plans, Specifications, and Estimate (PS&E)

Prepare PS&E at 50%, 90%, 100%, and Final Design milestones for the project according to the following criteria:

- Design drawings will be prepared using AutoCAD/Civil 3D software.
- Pipeline alignments will be developed in consideration of minimizing disruptions to, or modifications of, the utilities impacted by the project. If any unavoidable utility relocations are identified, they will be brought to SEJPA's attention along with a recommendation for resolution.



- SEJPA will provide a sheet format and the “front end” contract documents in Word format which will be modified as required for the project by the Consultant.
- SEJPA's Standard Specifications and Drawings will be incorporated into the project plans and specifications, where applicable.
- The opinion of probable construction cost will be broken down by the major items of work. Costs will be developed based on general unit cost factors.
- The construction schedule will show major milestones such as completion of the plans, bidding, award, major construction elements, and start-up.
- Traffic control plans will be prepared to incorporate City of Encinitas requirements.
- Submit plans to the City of Encinitas for their review at the 50% and 90% design milestones.
- Submit plans to OMWD (for work on/near OMWD facilities and the make-up water system) for their review at 50%, 90% and 100% design milestones.
- Submit plans to County DEH for their review at the 50% and 90% design milestones.
- Submit plans to DDW for their review at the 90% design milestone.
- Meet with OMWD to review their comments at the 90% design stage (one meeting).
- Meet with SEJPA to review comments at the 50%, 90%, and 100% design milestones (up to three (3) meetings).

The drawings anticipated for the project include:

- Title sheet with vicinity map
- General notes
- Construction phasing notes
- Demolition plan (valve vaults)
- Civil site plan
- Pipeline plan and profile (1 inch = 40 feet)
- Connection details
- Wanket tank rehabilitation
- Vault replacement plan
- Inlet/outlet piping modifications
- Potable make-up water connection with air gap
- Electrical and instrumentation improvements
- SEJPA Standards (e.g. ARV's, BO's, water services)

The design deliverables will be as follows:

- 50 Percent Submittal:
  - Three (3) hard copy sets of full-size plans (24" x 36")
  - One (1) copy of technical specifications table of contents
  - Opinion of probable construction cost
  - Construction schedule
  - CD containing one (1) set of pdf files of the submittal
- 90 Percent Submittal:
  - Three (3) hard copy sets of full-size plans (24" x 36")
  - Two (2) hard copy sets of half size plans (scaled 11" x 17")



- One (1) copy of technical specifications including SEJPA front end
- Opinion of probable construction cost
- Construction schedule
- Responses to SEJPA's and OMWD's 50% comments
- CD containing one (1) set of pdf files of the submittal
- 100 Percent Submittal:
  - One (1) hard copy set of full-size plans (24" x 36")
  - One (1) copy of technical specifications including SEJPA front end
  - Opinion of probable construction cost
  - Construction schedule
  - Responses to SEJPA's and OMWD's 90% comments
  - CD containing one (1) set of pdf files of the submittal
- Final Submittal:
  - One (1) set of full-size (24" x 36") signed mylars
  - One (1) copy of technical specifications including SEJPA front end
  - Responses to SEJPA's and OMWD's 100% comments
  - CD containing one (1) set of pdf files of the submittal, the AutoCAD drawing files, and the specification Word documents.

#### 4-6. DEH Coordination

Submit plans to County Department of Environmental Health at the 50% design stage and hold an over-the-counter meeting to discuss the project. Prepare meeting notes to document results.

#### 4-7. CASWRCB-DDW Variance Request

If necessary, prepare and submit request for variance from potable water system separation requirements. Coordinate with DDW to obtain their approval.

#### 4-8. Right of Way Services

Prepare plat maps and legal description for one permanent easement acquisition and one temporary construction easement. It is assumed both documents will apply to a single parcel/property owner. Obtain title reports for one (1) property.

### 5. Bid and Construction Phase Services

#### 5-1. Bid Phase Support Services

- Pre-Bid Meeting - Attend the pre-bid meeting, respond to questions, and take notes.
- Respond to Requests for Clarification - Respond to requests from SEJPA for clarification, in writing.
- Addendum - Prepare one (1) addendum with answers to questions, clarifications/revisions, and pre-bid meeting attendance sign-in sheet. SEJPA will handle distribution of bid packages and addendum to plan rooms and plan holders.
- The level of effort for this task is defined by the assigned budget.





5-2. Construction Phase Support Services

Provide as-needed support services in response to specific SEJPA request: attendance at progress meetings, reviewing contractor submittals and shop drawings, assisting SEJPA with responses to contractor RFI's, and other engineering technical support. The level of effort for these services will be defined by the assigned budget. More comprehensive services, such as additional technical support, construction management, assistance with storm water issues, administration, and inspection services are not included, but can be added upon mutual written agreement.

6. Optional Services

The following subtasks will be performed only upon specific written authorization from SEJPA:

6-1. CEQA Documentation

Prepare CEQA documentation assumed to be an Initial Study/Mitigated Negative Declaration (IS/MND) including technical studies for biology, cultural resources, and paleontology.

Schedule

The schedule assumes the following:

- Notice to proceed on July 25, 2022.
- Three (3) week review period for SEJPA at each submittal milestone.
- Timely responses regarding the scheduling of meetings, information requests, and reviews by other agencies.

The schedule below presents estimated preliminary and final design milestones.

KO Meeting		July 25, 2022
Submit Draft PDR	10 weeks	September 30, 2022
Submit Final PDR	3 weeks	November 11, 2022
Submit 50% PS&E	8 weeks	December 23, 2022
Submit 90% PS&E	4 weeks	February 17, 2023
Submit 100% PS&E	2 weeks	March 24, 2023
Submit Final PS&E	1 week	April 21, 2023

Fee

The services described above will be provided on a time and materials basis per the attached fee schedule. Invoices will be rendered monthly and will list the staff categories and hours expended per major task, with extensions, and reimbursable costs. A written progress report will accompany the invoice.

Assumptions

1. The Project will be prepared as one bid package using a conventional design-bid-build delivery method.





2. ERGC will assist with locating irrigation system and other buried utilities across golf course.
3. Any irrigation improvements impacted by the project will be replaced-in-kind, i.e., irrigation system design is not included in the scope of services.
4. No new irrigation meters will be installed as part of this project.
5. SEJPA will provide all services associated with appraising, negotiating and acquiring property and easements.
6. SEJPA will determine the need for easements on the Wanket Tank site and coordinate those with the property owners.
7. SEJPA will handle all coordination with San Dieguito Water District (SDWD).
8. Unless otherwise stated above, SEJPA will pay for permit, plan review and recording fees.
9. Project is subject to prevailing wage rates. Project reporting requirements, such as providing certified payroll documents, are not included, but can be added upon mutual written agreement.
10. Geotechnical borings will be out of the roadway therefore traffic control and encroachment permits for geotechnical work are not included.
11. Geotechnical investigation scope assumes open trench construction methods will be utilized. Should trenchless construction techniques included in the design, the geotechnical investigation scope will require modification.
12. The cost associated with erection of plywood sound walls around the geotechnical borings, in case noise protection measures are required, is not included, but can be added as an additional cost.
13. Encroachment permit acquisition and construction shoring design will be the responsibility of the contractor.
14. Public outreach will be provided by others.
15. Radio survey, if required, will be provided by others.
16. Central SCADA and PLC programming will be by SEJPA.
17. P&ID's are not required.
18. SEJPA RTU will be housed in a new electrical enclosure at Wanket Tank site.
19. The need for relocation of other utilities is unknown and therefore the agency coordination and design efforts have not been included in this scope of services. If such services are found to be required, the scope and level of effort can be added upon mutual written agreement between the parties.
20. Consistent with the professional standard of care and unless specifically provided herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by SEJPA or others without independent review or evaluation.
21. Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of SEJPA. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to SEJPA.
22. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by Consultant pursuant to this agreement are not intended or represented to be suitable for reuse by SEJPA or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at SEJPA's sole risk and without liability to Consultant. SEJPA agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected



- with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.
23. Since Consultant is not licensed in regard to hazardous materials, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the Project. In the event that SEJPA becomes aware of the presence of asbestos or hazardous material at the jobsite, SEJPA shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant. Consultant shall be entitled to cease any of its services that may be affected by such presence, without any liability to Consultant arising therefrom, and shall assist SEJPA in identifying a different consultant that can assist SEJPA with such materials.
  24. SEJPA agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop or reject the work of the construction contractor
  25. SEJPA will include in the general conditions of the construction contract, language which states that the construction contractor is required to hold harmless and defend SEJPA, Consultant, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed thereunder. SEJPA, Consultant, their agents, employees and consultants shall also be named as additional insureds in any construction contractor's insurance policies.

**FEE ESTIMATE**  
**SAN ELIJO JPA - WANKET TANK CONVERSION DESIGN**  
**Ardurra/IEC**

Task/ Subtask	Task/Subtask Description	Sr. Project Manager	Sr. Project Manager (QC)	Sr. Project Engineer	Engineer III	Engineer I	ENV Project Manager	ENV Specialist II	Admin	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subconsultants	Sub Markup 10%	Total Cost
		\$250.00	\$250.00	\$200.00	\$175.00	\$150.00	\$220.00	\$150.00	\$105.00						
<b>TASK 1</b>	<b>General Tasks</b>														<b>\$8,840</b>
1-1	Project Management	8							8	16	\$2,840				\$2,840
1-2	Quality Control/ Quality Assurance		24							24	\$6,000				\$6,000
<b>TASK 2</b>	<b>Planning, Hydraulics, Alignment Selection, and Preliminary Design Report</b>														<b>\$24,220</b>
2-1	Review Previous Planning Work and Meet with SEJPA	4		4						8	\$1,800	\$50			\$1,850
2-2	Agency Coordination Meetings	6		6						12	\$2,700	\$100			\$2,800
2-3	Construction Cost Estimate and Construction Phasing Plan	4		24		16				44	\$8,200				\$8,200
2-4	Identify Right of Way and Easement Needs			1		4				5	\$800				\$800
2-5	Identify Special Construction or Permit Areas			1		4				5	\$800				\$800
2-6	Meet with the City of Encinitas	3		3						6	\$1,350	\$50			\$1,400
2-7	Agency Issue, Approval, and Permit Memorandum	2		4		6				12	\$2,200				\$2,200
2-8	Construction Schedule	1		2		4				7	\$1,250				\$1,250
2-9	Prepare Preliminary Design Report	2		8		16			4	30	\$4,920				\$4,920
<b>TASK 3</b>	<b>Support to Environmental Documentation and Public Outreach</b>														<b>\$6,200</b>
3-1	Provide Support to the Environmental Documentation Process	2		4		12				18	\$3,100				\$3,100
3-2	Provide Support to the Public Outreach Process	2		4		12				18	\$3,100				\$3,100
<b>TASK 4</b>	<b>Final Design Plans, Specifications, and Cost Estimate (PS&amp;E)</b>														<b>\$185,100</b>
4-1	Prepare Mapping			1	4					5	\$900		\$23,260	\$2,326	\$26,486
4-2	Geotechnical Investigation			1	4					5	\$900		\$18,600	\$1,860	\$21,360
4-3	Utility Record Research			2		8			8	18	\$2,440				\$2,440
4-4	Potholing			1	4	4				9	\$1,500		\$7,500	\$750	\$9,750
4-5	Plans, Specifications, and Estimate (PS&E)	36		96	144	240			4	520	\$89,820	\$100	\$23,176	\$2,318	\$115,414
4-6	DEH Coordination			4	4					8	\$1,500				\$1,500
4-7	CASWRCB-DDW Variance Request	1		4	4					9	\$1,750				\$1,750
4-8	Right of Way Services			2	6					8	\$1,450		\$4,500	\$450	\$6,400
<b>TASK 5</b>	<b>Bid and Construction Phase Services</b>														<b>\$24,850</b>
5-1	Bid Phase Support Services	2		6	12					20	\$3,800	\$50	\$2,500	\$250	\$6,600
5-2	Construction Phase Support Services	4		24	36					64	\$12,100	\$100	\$5,500	\$550	\$18,250
<b>Total Professional Design Services</b>															<b>\$249,210</b>
<b>TASK 6</b>	<b>Optional Services</b>														<b>\$39,960</b>
6-1	CEQA Documentation						48	196		244	\$39,960				\$39,960
<b>Total Optional Services</b>															<b>\$39,960</b>
<b>Total Hours:</b>		<b>77</b>	<b>24</b>	<b>202</b>	<b>218</b>	<b>326</b>	<b>48</b>	<b>196</b>	<b>24</b>	<b>871</b>					
<b>Total Project Cost:</b>		<b>\$19,250</b>	<b>\$6,000</b>	<b>\$40,400</b>	<b>\$38,150</b>	<b>\$48,900</b>	<b>\$10,560</b>	<b>\$29,400</b>	<b>\$2,520</b>		<b>\$195,180</b>	<b>\$450</b>	<b>\$85,036</b>	<b>\$8,504</b>	<b>\$289,170</b>

<b>Professional Design Services TOTAL NOT-TO-EXCEED FEE</b>	<b>\$249,210</b>
<b>Optional Services TOTAL NOT-TO-EXCEED FEE</b>	<b>\$39,960</b>
<b>TOTAL NOT-TO-EXCEED FEE including Optional Services</b>	<b>\$289,170</b>