

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT

October 8, 2014

A Regular Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, October 8, 2014, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Dorey called the meeting to order at 8:31 a.m.

2. ROLL CALL

Directors present: Miller, Vásquez, Dorey, Franklin, and MacKenzie.

Directors absent: None.

Staff present: Roy Coox, General Manager; Lisa Soto, Secretary of the Board; Eldon Boone, Assistant General Manager; Don Smith, Director of Water Resources; Brian Smith, Director of Engineering; Brett Hodgkiss, Administrative Services Manager; Dan Dambach, Field Services Manager; Marlene Kelleher, Finance Manager; and Marian Schmidt, Administrative Assistant. Back-up General Counsel Jeremy Jungreis was also present.

Other attendees: None.

3. PLEDGE OF ALLEGIANCE

Director Miller led the pledge of allegiance.

4. APPROVAL OF AGENDA

14-10-82	<i>Upon motion by Director MacKenzie, seconded by Director Miller and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the agenda as presented.</i>
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5. PUBLIC COMMENT TIME

No public comments were presented on items not appearing on the agenda.

6. CONSENT CALENDAR

14-10-83	<i>Upon motion by Director MacKenzie, seconded by Director Vasquez and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the Consent Calendar, including Resolution No. 14-25 approving disbursements.</i>
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Director Vásquez noted in Item 6.C of the Consent Calendar that a payment was made to Packard Governmental Affairs (PGA), and he inquired as to the status of the agreement with PGA. General Manager Roy Coox responded that he planned to update the Board on this agreement and a proposal to extend the agreement in Closed Session Item 17A. Mr. Coox stated that the recent payment made to PGA represented the final payment in the current agreement for which the Board authorized an extension through August 2014.

A. SCADA Software Development for Pechstein area facilities

See staff report attached hereto. Staff recommended and the Board authorized the General Manager to enter into a contractual services agreement with IDAC West for SCADA (Supervisory Control and Data Acquisition) software development and communication integration for Pechstein area facilities.

B. Minutes of Board of Directors meeting on September 24, 2014

The minutes of September 24, 2014 were approved as presented.

C. Resolution ratifying check disbursements

RESOLUTION NO. 14-25

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 48450 through 48551 drawn on Union Bank totaling \$736,773.40.

FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 8th day of October 2014.

**AYES: Directors Miller, Vásquez, Franklin, MacKenzie, and Dorey
NOES: None
ABSTAIN: None
ABSENT: None**

7. DIVISION REPORTS

See staff report attached hereto.

The Board noted and filed the Division Reports.

8. RECYCLED WATER PROJECT

See staff report attached hereto.

Mr. Coox said that the District has many concurrent efforts underway for recycled water. Mr. Coox said that the District has done all that it can to move these projects forward, but in most cases the ball is in other agencies' courts at this time. Mr. Coox said that new information was received the previous day relevant to the District's interests in recycled water projects that might be helpful for the Board to know. Mr. Coox stated that the Shadowridge Golf Course's well appears to now be in full production, with the Golf Course's potable water usage down 84% this month compared to July 2014. Mr. Coox further reported that Cari Dale, the Director of Water Utilities for the City of Oceanside (Oceanside) with whom the District has worked closely on a recycled water project between VID, Oceanside, and the City of Carlsbad (Carlsbad), is leaving Oceanside for a position with Olivenhain Municipal Water District. Mr. Coox said that Ms. Dale had been the main champion of negotiating the three-party agreement between Oceanside, Carlsbad, and the District. Mr. Coox said that with Ms. Dale's departure and with the Golf Course's well producing as it is, negotiations for the three-party project for recycled water between VID, Oceanside, and Carlsbad may suffer a set-back.

Mr. Coox said that a decision point in the Regional recycled water effort will be coming up by the end of this year to decide whether the District will sign on to continue with the Prop 84 funding efforts and the lobbying efforts to receive Water Resources Reform and Development Act of 2014 (WRDA) funding. Both of these efforts will require funding on the District's part. The decision whether or not to expend District funds on these efforts may depend on whether or not the District will have a viable project in which to participate. Mr. Coox said that if at the end of the year there appears to be no project for the District, perhaps the District could take an inactive member status with the North County Water Recycling Project, and abstain from expending District funds on these efforts. The Board discussed this matter briefly, with Director of Engineering Brian Smith providing clarifications as needed. The Board directed staff to continue to monitor the situation over the next few months and report back later with a recommendation on how to proceed.

9. LABOR AGREEMENTS

See staff report attached hereto.

Mr. Coox said that this item is to adopt a labor agreements covering the next three-year period. Mr. Coox said that these agreements were developed based on direction previously provided to the negotiating team by the Board. Mr. Coox commended the negotiation team, Human Resources Manager Phil Zamora and Assistant General Manager Eldon Boone, on a job well done. Mr. Coox said the negotiations were completed ahead of schedule and within the negotiation parameters provided by the Board. Mr. Coox highlighted the fact that the recent labor negotiations included the voluntary decertification of one of the employee labor unions, the Vista Irrigation Supervisory Association (VISA). Mr. Coox said that this was a tremendous accomplishment for the District, cutting in half the workload associated with the District's labor negotiations. Mr. Coox said that the voluntary decertification of the VISA group is a testament to the trust the supervisors have in management and in the leadership provided by the Board.

Assistant General Manager Eldon Boone agreed that the biggest accomplishment coming out of the recent negotiations was the voluntary decertification of the VISA group, which was unanimously passed by its members. Mr. Boone said the second biggest accomplishment was keeping costs and future commitments to the employees in a sustainable position. Mr. Boone said that other than a salary adjustment, there were no other enrichments to the contract. Mr. Boone reviewed some of the details of the agreements. Mr. Coox pointed out that the District was ahead of the trend when it scaled back the PERS formula for new employees in 2012, a year before it became mandatory for all agencies to do the same. Mr. Coox said that the District is leading the way once again by discontinuing retiree health for new employees.

Mr. Boone provided some background regarding the decertification of the VISA labor agreement and explained that this group would be incorporated into the unrepresented group which includes management and executive management. Human Resources Manager Phil Zamora echoed the comments made by Mr. Coox and Mr. Boone about the proactive approach taken by the District in its negotiations in 2012 and again in the recent negotiation to scale back, and about the trust exhibited by employees.

14-10-84 *Upon motion by Director Miller, seconded by Director Vásquez, the Board of Directors adopted Resolution 14-26 covering wages, hours and terms and conditions of employment with the California Teamsters Public, Professional and Medical Employees Union Local 911 for employees in the Non-Supervisory Unit for the calendar years 2015, 2016, and 2017, by the following roll-call vote:*

*AYES: Directors Miller, Vásquez, Franklin, MacKenzie, and Dorey
NOES: None
ABSTAIN: None
ABSENT: None*

Copies of Resolution 14-26 is on file in the official Resolution Book of the District.

14-10-85 *Upon motion by Director Vásquez, seconded by Director MacKenzie, the Board of Directors adopted Resolution 14-27 covering wages, hours and terms and conditions of employment with the confidential employees and management employees for the calendar years 2015, 2016, and 2017, by the following roll-call vote:*

*AYES: Directors Miller, Vásquez, Franklin, MacKenzie, and Dorey
NOES: None
ABSTAIN: None
ABSENT: None*

Copies of Resolution 14-27 is on file in the official Resolution Book of the District.

The Board acknowledged that the success of the recent negotiations was a good indication of the level of trust that exists between staff and the Board. The Board thanked the District employees and staff for the hard work and diligence that went into the recent negotiations resulting in the adoption of these two agreements.

Phil Zamora left the meeting following the above discussion.

10. SAN DIEGO CHAPTER OF CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BYLAWS REVISIONS

See staff report attached hereto.

The Board discussed this matter briefly.

14-10-86 *Upon motion by Director Miller, seconded by Director Franklin and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the proposed revisions to the bylaws of the San Diego Chapter of the California Special Districts Association (Chapter) and authorized that a representative from VID present at the Annual Chapter meeting cast the District's vote in favor of the bylaws' adoption by the Chapter Board.*

11. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller reported that at the last Water Authority Board meeting there was only one action item on the agenda, with the rest of the meeting being discussion items and updates. Director Miller reported on the field trip he attended to the Carlsbad Desalination Project, which he stated was quite impressive and making good progress. Director Miller reported that this project is still on track to be complete in late 2015, with much of the pipeline already installed. Director Miller reported that he attended a meeting of the Pumped Storage Task Force. Director Miller noted that a proposal would soon be made by the Task Force to the Water Authority Board for the approval of the delivery method for the desalinated water from the Carlsbad Desalination Project.

12. REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS, AND AUTHORIZATION FOR DIRECTOR ATTENDANCE AT UPCOMING MEETINGS AND EVENTS

See staff report attached hereto.

Director Vásquez reported on his attendance at the California Special Districts Association (CSDA) Annual Conference in Palm Springs where he attended many of the break-out sessions including one on the Brown Act. Director Vásquez noted that between General Counsel, the Board Secretary, and staff's efforts, the District seems to be doing everything correctly regarding the Brown Act. He also reported on a session he attended regarding board compensation.

Director MacKenzie reported on her attendance at the CSDA Conference, which she characterized as CSDA's best so far. Director MacKenzie reported on the keynote presentations regarding trust and improving one's memory. Director MacKenzie also attended the session regarding the Brown Act. She noted that there was a discussion regarding the proper method for making changes to an agency's regular board meeting schedule. She noted that the Board Secretary was also in this session, and that she would follow up on this matter with General Counsel to make sure the District takes the appropriate steps whenever it makes changes to its regular meeting schedule.

Director MacKenzie requested to attend the Council of Water Utilities meeting on October 21, 2014 in Poway. Director Vásquez requested to attend the Colorado River Water Users Association Annual Conference, December 10-12, 2014 in Las Vegas.

14-10-87 *Upon motion by Director Miller, seconded by Director Franklin and unanimously carried (5 ayes: Miller, Vásquez, Franklin, MacKenzie, and Dorey), the Board of Directors approved the following: Director MacKenzie to attend the Council of Water Utilities meeting on October 21, 2014 in Poway; Director Vásquez to attend the Colorado River Water Users Association Annual Conference, December 10-12, 2014 in Las Vegas.*

13. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

None were presented.

14. COMMENTS BY DIRECTORS

Director MacKenzie received clarification about the reporting requirements when an agency gives a gift to a public official. Back-up General Counsel Jeremy Jungreis responded that there are no regulations under the Federal Political Practices Commission (FPPC) for the giver of the give to report it. Mr. Jungreis said it is incumbent on the public official receiving the gift to report it under the FPPC rules.

Director Franklin stated that he received an inquiry from a business owner in the Vista Business Park about landscape regulations. The business owner indicated that he would like to install landscaping that uses little or no water, but he has been told that this would not meet the landscape requirements of the business park. Mr. Coox said that staff would look into this matter to see if the Vista Business Park Association would be subject to the provisions of Assembly Bill (AB) 2104 (Gonzalez) which prevents homeowners associations from penalizing residents for replacing lawns with low-water plants over concerns about a neighborhood's character. Director Franklin stated he would like to discuss in the upcoming Public Affairs Committee meeting the possibility of a program targeting the members of Vista Business Park Association to promote water-wise concepts and drought tolerant landscaping.

15. COMMENTS BY GENERAL COUNSEL

Mr. Jungreis informed the Board that he and General Counsel Joel Kuperberg would be making presentations on pending groundwater legislation on November 3 and 6, 2014 at the Rutan & Tucker offices in Costa Mesa. Mr. Jungreis stated that the presentation on November 3 would be open to attend free of charge if anyone is interested in learning more about this topic. Mr. Jungreis said that he would forward detailed information about these events to Mr. Coox.

Mr. Coox said that with regard to the new groundwater legislation (including AB 1739 and Senate Bill 1168) staff's understanding is that agencies will be able to apply and compete to be lead agencies on groundwater matters. Mr. Coox said that the District may want to be proactive and seek to become the lead agency for groundwater management in the Warner basin.

Mr. Jungreis reported on a new permit out for public comment regarding drinking water system discharges from wells. He stated that since the District's wells are fairly isolated on the Warner Ranch, this matter would not likely have much of an impact on the District's operations.

16. COMMENTS BY GENERAL MANAGER

Mr. Coox informed the Board that the water level at Lake Henshaw was at 2,500 acre feet. He noted that releases have been stopped for approximately eight weeks for the regular Fall maintenance period on the canal.

Mr. Coox informed the Board that the District received an offer from the City of San Diego to make a presentation to the Board on its Pure Water Program. Mr. Coox said the City of San Diego is seeking support from Water Authority member agencies for its indirect potable reuse program for the benefit of the region. Mr. Coox said that this item will be on an upcoming agenda.

Mr. Coox advised that on the next Board agenda staff would present for the Board's discussion an item regarding an unsolicited proposal the District received to lease the District's empty four-acre lot across the street on Pipeline Drive. Mr. Coox recalled that in the past the Board has given direction that even though the District would like to retain this property, the Board would like to consider any lucrative opportunities which may come up regarding the use of this land. Mr. Coox said that staff is gathering information about the proposal made by a subsidiary of the Mitsubishi Corporation. Mr. Coox said that the proposal is to create a battery storage facility on the property and to contract with SDG&E as part of its alternative energy program.

Following the above discussion everyone in the audience left the meeting except for Don Smith.

17. CLOSED SESSION FOR CONFERENCE WITH LEGAL COUNSEL

President Dorey adjourned the meeting to closed session at 10:14 a.m. for a conference with legal counsel per Paragraph (1) of subdivision (d) of Government Code section 54956.9 to discuss the following pending litigation:

- A. San Luis Rey Indian Water Rights Litigation (Settlement)
- B. Quantification Settlement Agreement (QSA)

The meeting reconvened in open session at 10:48 a.m. President Dorey declared that the following reportable action had been taken:

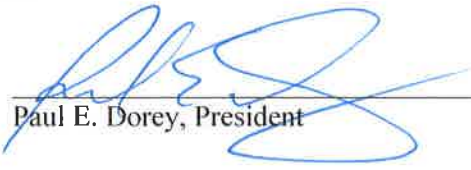
14-10-88	<i>Upon motion by Director Miller, seconded by Director MacKenzie and carried (3 ayes: Miller, MacKenzie, and Dorey; and 2 noes: Vásquez and Franklin), the Board of Directors authorized a period extension to the existing contract with Packard Governmental Affairs through December 31, 2014 with additional funding not to exceed \$5,000.</i>
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Mr. Jungreis stated that he was able to quickly research the question posed by Director Miller earlier in the meeting regarding whether the landscaping in the Vista Business Park would be subject to the provisions of AB 2104 (Gonzalez) which prevents homeowners associations from penalizing residents for replacing lawns with low-water plants over concerns about a neighborhood's character. Mr. Jungreis stated that this legislation applies to common interest developments which would include planned developments. Mr. Jungreis stated that depending on how the Vista Business Park was developed, he believed that it would most likely be subject to AB 2104.

Mr. Jungreis commented that AB 2104 only applies during a period of declared emergency either by the State or local government. Mr. Jungreis said that AB 2104 currently applies due to the drought emergency declared by Governor Brown. Mr. Jungreis said that he is not sure what happens to the low-water landscaping installed under the provisions of AB 2104 once the drought emergency is over.

18. ADJOURNMENT

There being no further business to come before the Board, at 11:00 a.m. President Dorey adjourned the meeting to October 22, 2014 at 9:00 a.m.



Paul E. Dorey, President

ATTEST:



Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date: October 8, 2014
Prepared By: Frank Wolinski
Reviewed By: Don Smith
Approved By: Roy Coox

SUBJECT: SCADA SOFTWARE DEVELOPMENT FOR PECHSTEIN AREA FACILITIES

RECOMMENDATION: Authorize the General Manager to enter into a contractual services agreement with IDAC West for SCADA (Supervisory Control and Data Acquisition) software development and communication integration for Pechstein area facilities.

PRIOR BOARD ACTION: Approved as part of Fiscal Year 2015 Budget (Capital Item 15-12).

FISCAL IMPACT: \$61,720.

SUMMARY: IDAC West has been the sole SCADA integrator to the District for over 20 years to ensure consistency, reliability and security for the District's SCADA system.

DETAILED REPORT: The current serial based OPTO 22 SCADA hardware and software (called FactoryFloor) for the Pechstein area was developed and installed in the mid-1990's to provide automated control, monitoring capabilities and security features for two reservoirs, two chlorination plants and two pump stations. Working with District staff, IDAC West originally developed the SCADA architecture, communication and control strategies, as well as the construction of the control panels for the various facilities in the Pechstein area. Since that time, IDAC West has been contracted as the SCADA system provider for the District and has performed minor upgrades and control strategy modifications to SCADA facilities in the Pechstein area to accommodate system needs and changes. The current hardware and software platforms are considered legacy systems by OPTO 22; and although are currently supported, some hardware components are in limited supply.

To maintain consistent SCADA architecture with previous upgrades in the distribution system, OPTO 22 Ethernet based hardware and software (called PAC Project) will be utilized for the Pechstein area. IDAC West is an authorized OPTO 22 System Integrator and has extensive experience working with both FactoryFloor and PAC Project software suites. Additionally, they have institutional knowledge of the specific software and existing code in the Pechstein area and have successfully performed all OPTO 22 SCADA Ethernet upgrades within the District. For these reasons staff proposes to award the software development and communication integration for the Pechstein area facilities to IDAC West as a sole – source procurement.

ATTACHMENTS:

IDAC West proposal for Pechstein Area software development



August 27, 2014

Mr. Frank Wolinski
Operations Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92083

Frank,

Per your request, IDAC WEST is pleased to submit the following proposal for the Pechstein Area SCADA Project. We are basing our proposal on the document submitted to us in January 2014 ("Draft Pechstein SCADA CIP"), knowledge of VID's overall SCADA System, and more recent meetings at your facilities with Alan LeVezu (IDAC WEST).

We understand the scope as upgrading the existing Pechstein area controls to new Opto 22 Hardware - PAC S1 Controller and Software (PAC Project Pro) utilizing an Ethernet based communication protocol throughout the Pechstein Area SCADA Project. Sites in the Pechstein upgrade project include (2) storage reservoirs, (3) pump stations, and (2) chlorination plants. These sites are known as Plant 3 (currently the area Submaster), Station 10, Station 12, Plant 4, and HB Reservoir. We understand a major element in the Upgrade scope of work is relocating the "submaster" from Plant 3 to Station 12 which will have a new PAC S1 controller installed by VID and a hardwire connection made between Station 12 and Plant 3. Ethernet radio communication will be directed to VID's SCADA Master facility (Engineer Street, Vista) from Station 12. A noted modification is the removal of the Plant 4 controller and all existing I/O at Plant 4 being hardwired at Station 10. A new R1 SNAP PAC controller and SNAP I/O will be added at Station 11 and be added to the Ethernet communication and polling charts in the Pechstein Area. Please note that the S1 PAC controller at Station 12 will be used solely for communications (submastering) to the SCADA base system. An R1 SNAP PAC controller will also be installed for local control functionality at Station 12. The communications path for Station 12's submaster S1 PAC controller will be through HP Reservoir that will function as a communications "repeater."

The Proposed Software development for this project relating to local control logic, communications logic, and Wonderware programming at the Base SCADA Master location at VID Headquarters is based on the documentation (referenced above) supplied to us by VID.

Description of IDAC WEST Engineering Services	
<p>1) Site Development at Station 12 - Submaster/Control Logic for Pechstein Area Project Upgrade:</p> <ul style="list-style-type: none"> • SCADA "Master" (Opto 22 PAC-PRO) Integration: This effort includes integration of a new S1 PAC controller "submaster" communicating via Ethernet through an existing repeater site at HP Reservoir to the SCADA "master" at VID's Headquarters. 	\$10,200.00
<p>2) Wonderware and OPC Integration with PAC Pro Software: This requires database configuration with OPC Server on Wonderware platform communicating to the PAC S controller / master for all Pechstein Area Sites listed in this proposal. This also includes integration with FOB System and WIN 911 Alarming/Paging Software. This includes integration as described in the Functional Description in the Pechstein Area Project Definition supplied by VID.</p>	\$17,500.00
<p>3) Upgrade Control Logic & Site Work using new PAC Pro Professional Software from Opto 22 for Pechstein Area Project Upgrade: This includes control logic development as stated in the Pechstein Area Project Definition for Station 12 (site will also have new R1 PAC controller for local site control), Plant 3, Plant 4 (control logic to be relocated to Station 10), Station 11, and logic relating to HB Reservoir. This also includes integration with WIN 911 integration.</p>	\$18,270.00
<p>4) Off Site Testing & On site Installation: Includes testing of Wonderware SCADA software, master PAC S1 controller(s), WIN 911 Alarm Software, radio network, and post support that is required.</p>	\$15,750.00
Total	<u>\$61,720.00</u>

Installation Notes: The proposed software installation figures are based on and include debugging HMI screens developed for project prior to final software install.

Control Hardware / Radios: To be purchased and assembled by VID.

Delivery:

To be determined

Terms:

25% -At receipt of order

25% -At receipt of Pechstein PAC (S1) controller development – Net 30

40% -At completion of Pechstein PAC (R1) site development and HMI – Net 30

10% -At completion of performance testing – Net 30

Shipping and Handling: F.O.B. Origin

If you have any questions regarding any of the content of this proposal, please contact me at your earliest convenience. Thank you again for the opportunity and we look forward to working with you on this project.

Sincerely,

Dave Smith

Dave Smith
IDAC WEST, Inc. – Vista, California

Cash Disbursement Report



Payment Dates 9/4/2014 - 9/17/2014

Payment Number	Payment Date	Vendor	Description	Amount
48450	09/10/2014	Aquajet Art	Cut/Bend ASME Tank Brackets - Station 11	100.00
48451	09/10/2014	Asbury Environmental Services	Waste Disposal of Mixed Fuels	172.00
48452	09/10/2014	AT&T	07/13/2014-08/12/2014 Charges	2,336.80
48453	09/10/2014	AT&T Mobility	Air Card	38.77
48454	09/10/2014	Atkins North America Inc	Recycled Water Master Plan Update	1,155.00
48455	09/10/2014	Benetrac	Employee Benefits Tracking 06/2014	400.00
	09/10/2014		Employee Benefits Tracking 07/2014	400.00
	09/10/2014		Employee Benefits Tracking 08/2014	400.00
48456	09/10/2014	Boot World Inc	Footwear Program (2)	340.22
48457	09/10/2014	California Department of Justice	Fingerprinting	49.00
48458	09/10/2014	CDW Government Inc	Software Maintenance for SAP Crystal Server	1,765.00
	09/10/2014		Software Support for APC DCE	250.00
48459	09/10/2014	Cecilia's Safety Service Inc	Traffic Control - Cypress Drive	1,008.00
48460	09/10/2014	City of Vista	ROW Permits-City of Vista	4,690.00
48461	09/10/2014	CompuCom Systems Inc	Adobe Acrobat Pro Upgrade Plan Renewal	777.00
	09/10/2014		Adobe Acrobat Pro Upgrade Plan Renewal	51.80
48462	09/10/2014	Crozier's Flowers	Flowers	68.30
	09/10/2014		Flowers	74.82
	09/10/2014		Flowers (4)	269.95
48463	09/10/2014	Department of Forestry & Fire Protection	Brush/Weed Abatement/Flume Roads & Reservoirs	1,081.82
48464	09/10/2014	Diamond Environmental Services	Portable Restroom Service	162.57
	09/10/2014		Portable Restroom Service	29.09
	09/10/2014		Portable Restroom Service	84.88
48465	09/10/2014	Direct Energy	Electric 07/2014	884.51
	09/10/2014		Electric 07/2014	14,349.25
	09/10/2014		Electric 07/2014	41.29
	09/10/2014		Electric 07/2014	18.11
	09/10/2014		Electric 07/2014	5,078.82
	09/10/2014		Electric 07/2014	35.03
48466	09/10/2014	EDCO Waste & Recycling Services Inc	Trash & Recycle 08/2014	204.01

Payment Number	Payment Date	Vendor	Description	Amount
48467	09/10/2014	Feast California Cafe LLC	Lunch / Water Distribution D1-D2 Workshop (Prepaid)	124.64
	09/10/2014		Lunch / Settlement Mtg (3)	77.56
	09/10/2014		Lunch / Settlement Mtg 9/3/2014 (4)	45.15
	09/10/2014		Lunch / Interview Panel Lunch (3)	34.75
48468	09/10/2014	Ferguson Waterworks	1" Brass Clamps	234.36
	09/10/2014		1-1/4" x 1" Nylon Bushing	135.63
48469	09/10/2014	Glennie's Office Products Inc	Office Supplies	659.01
	09/10/2014		Office Supplies	794.22
	09/10/2014		Office Supplies	459.51
	09/10/2014		Office Supplies	28.16
	09/10/2014		Office Supplies	85.35
	09/10/2014		Office Supplies	35.62
	09/10/2014		Office Supplies	379.21
48470	09/10/2014	Grainger	Heat Shrink Labels	171.07
	09/10/2014		Labeler Cartridge	22.39
48471	09/10/2014	Hidden Valley Pump Sys Inc	Motor Saver, Current Transformers - Station 10	726.97
48472	09/10/2014	Home Depot Credit Services	Rain Gauges, Ant Bait, Cell Phone Holder	30.24
	09/10/2014		Valve Seats, Screws, Hose Parts	24.62
	09/10/2014		Misc Building Maintenance Supplies	185.68
	09/10/2014		Pressure Wash Nozzle - VM1	113.83
	09/10/2014		Truck Bed Material - Truck 7	22.71
	09/10/2014		Screen & Lumber - MD Reservoir	168.73
	09/10/2014		Screen - MD Reservoir	113.29
	09/10/2014		Paint & Paint Supplies - MD Reservoir	190.89
	09/10/2014		Blocks for Retaining Wall - MD Reservoir	60.96
	09/10/2014		Mortar & Mixing Paddle - Flume	66.29
	09/10/2014		Mortar - Flume	50.67
	09/10/2014		Electrical Plugs & Covers -Weir House & Dam House	143.50
	09/10/2014		Blocks - Goldenrod	26.96
48473	09/10/2014	Ken-Tech Products Corp.	Water Level Indicator Repair	27.00
48474	09/10/2014	Marian Schmidt	Reimbursement - VID Picnic Prizes	160.66
48475	09/10/2014	Midas	Tires & Mounting - Truck 23 (2)	269.87
48476	09/10/2014	NAPA Auto Parts	Ignition Coil - Truck 69	46.00
	09/10/2014		Air Bag Clock Spring - Truck 41	74.90
	09/10/2014		Oil Filter - Truck 21	3.12
	09/10/2014		Strobe Rocker Switch - Truck 29 (2)	44.14

Payment Number	Payment Date	Vendor	Description	Amount
	09/10/2014		Air & Oil Filter - Truck 2	6.99
	09/10/2014		Radiator - Truck 72	144.50
	09/10/2014		Engine Ignition Coil - Truck 72 (2)	87.66
	09/10/2014		Ignition Coil Connector - Truck 72	21.82
48477	09/10/2014	National Meter & Automation Inc	Meter 1.5" electronic read (36)	11,483.64
48478	09/10/2014	North County Auto Parts	Trailer Electrical Plug - T9	13.03
	09/10/2014		Air Line Couplers - Shop Use	83.46
	09/10/2014		Spark Plugs - Truck 72 (2)	26.69
	09/10/2014		Electrical Pigtail for Engine Coil - Truck 72	24.25
48479	09/10/2014	OCHS Oil Co	Fuel 08/2014	163.98
48480	09/10/2014	One Source Distributors	Switch Padlock Covers (2)	77.10
48481	09/10/2014	O'Reilly Auto Parts	Steering Wheel Cover - Truck 16	10.84
	09/10/2014		Steering Wheel Cover - Truck 16	10.84
	09/10/2014		Steering Wheel Cover - Truck 16	10.84
	09/10/2014		Steering Wheel Cover - Truck 16	10.84
	09/10/2014		Steering Wheel Covers - Truck 16	(32.52)
48482	09/10/2014	Pacific Pipeline Supply	6" gate valve	943.46
	09/10/2014		Repair Couplings, Bushings, Pvc Pipe	256.71
	09/10/2014		Weld flange 3"	13.89
	09/10/2014		Weld flange 6"	42.21
48483	09/10/2014	Packard Government Affairs	Indian Water Settlement 08/2014	1,410.24
48484	09/10/2014	R J Supply Co Inc	Lanyard	156.24
	09/10/2014		Gloves Disp Latex 100 per box (20)	121.53
	09/10/2014		Vest Lime Hi-Viz Lg (10)	111.43
	09/10/2014		Vest Lime Hi-Viz Xl (15)	167.14
	09/10/2014		Gloves Rubber Nitrile Lg 100 per box (30)	247.38
	09/10/2014		Vest Lime Hi-Viz Med (5)	55.71
	09/10/2014		Gloves Disp Latex 100 per box (5)	30.38
	09/10/2014		Gloves Rubber Nitrile Lg 100 per box (20)	164.92
48485	09/10/2014	Ramona Disposal Service	Trash Service 08/2014	147.53
48486	09/10/2014	Ramone's Mexican BBQ	Picnic - Final 09/06/2014	111.51
48487	09/10/2014	Rouse Sign & Graphics	Stickers for Construction Signs	61.85
48488	09/10/2014	S & J Supply Company Inc	Pipe 8" PVC DR-14 C900 (2600')	25,699.31
	09/10/2014		Tee 8" Cast Iron POxFL (2)	451.36
	09/10/2014		Ell 8" Cast Iron PO 11.25 Degree (3)	335.27
	09/10/2014		Ell 8" Cast Iron PO 22.5 Degree (3)	328.76

Payment Number	Payment Date	Vendor	Description	Amount
	09/10/2014		Pipe 4" PVC DR-14 C900 (20)	61.41
	09/10/2014		Gate Valve 8" R/S Cast Iron Flange	1,082.83
	09/10/2014		Gate Valve 8" POxFL R/W C900 (2)	2,170.00
	09/10/2014		Gate Valve 4" POxFL R/W C900	554.44
	09/10/2014		Gate Valve 6" POxFL R/W C900 (3)	2,076.69
	09/10/2014		Pipe 6" PVC DR-14 C900 (60)	358.05
	09/10/2014		Corp Stop 1" Flare (5)	254.98
	09/10/2014		Curb Stop 1" Flare (5)	455.70
	09/10/2014		Service Saddle 4x1 C900 PVC	81.38
	09/10/2014		Service Saddle 8x1 C900 PVC (3)	345.03
	09/10/2014		Ell 6"x16" POxFL Bury Cast Iron (2)	503.44
	09/10/2014		Pipe 12" PVC DR-14 C900 (20)	431.74
	09/10/2014		Tubing 1" Copper Soft (1260')	6,521.07
	09/10/2014		Curb Stop 1" Flare (41)	3,736.74
	09/10/2014		Wire 10 Copper (4000')	1,041.60
	09/10/2014		Corp Stop 1" Flare (41)	2,090.80
	09/10/2014		Flange 4" SOW	16.28
	09/10/2014		Service Saddle 8x1 C900 PVC (41)	4,715.41
	09/10/2014		Adapter 2" Copper x MIP (3)	39.06
	09/10/2014		Ell 2" Brass 90 Degree St (3)	94.40
	09/10/2014		Coupling 8" Deflection C900 (26)	1,466.92
	09/10/2014		Corp Stop 2" (3)	563.12
	09/10/2014		Nipple 2x4 Brass (3)	45.57
	09/10/2014		Adapter 4" Cast Iron POxFL	57.51
	09/10/2014		Coupling 8" Repair PVC C900 (8)	529.48
	09/10/2014		Ell 2" 90 Degree (3)	68.36
	09/10/2014		Ell 8" Cast Iron POxFL 11.25 degree	146.48
	09/10/2014		Ell 8" Cast Iron POxFL 22.5 Degree (2)	299.46
	09/10/2014		Ell 8" Cast Iron PO 45 Degree (3)	400.37
	09/10/2014		Tee 8x4 Cast Iron Flange	256.06
	09/10/2014		Tee 8x6 Cast Iron POxFL (3)	553.35
	09/10/2014		Zinc Anode bag 30lb (41)	4,670.93
	09/10/2014		Service Saddle 8x2 C900 PVC (3)	380.84
	09/10/2014		Meter Box 4.5 Concrete (10)	141.05
	09/10/2014		Meter Box medium (31)	908.15
	09/10/2014		Meter Box Lid Medium (31)	538.16

Payment Number	Payment Date	Vendor	Description	Amount
	09/10/2014		Service Saddle 6x1 C900 PVC	93.31
	09/10/2014		Sleeve 8" Galvanized Top Sections (360)	2,460.78
	09/10/2014		4" PLT 150# B&N Set	4.34
	09/10/2014		NARG4 4" 150# Non Asb Ring Gskt 1/16th (50)	81.38
	09/10/2014		EISEL 437 CONC 1PC Cover (10)	119.35
	09/10/2014		1" BRS Anode Clamps (41)	133.44
	09/10/2014		8" Clow PO x PO Gate Valve	1,128.40
	09/10/2014		6" - 8" PLT 150# B&N Set 8PCS 3/4" X 3-1/4" (13)	98.74
	09/10/2014		8" 150# Non Asb Ring Gskt 1/16th (25)	81.38
	09/10/2014		Tubing 2" Copper Soft (20')	333.11
48489	09/10/2014	San Diego Gas & Electric	Electric 08/2014	93.16
	09/10/2014		Electric 08/2014	58.49
	09/10/2014		Electric 07/2014	435.67
48490	09/10/2014	San Diego Union-Tribune LLC	Employment Ad - IT Specialist	1,940.92
	09/10/2014		Resolution 14-19	269.44
48491	09/10/2014	Sloan Electric Company	Non-Stock Shipping Charge	29.61
	09/10/2014		SymCom RS485-2W Communication Module	406.88
	09/10/2014		SymCom Remote Monitor RM1000	992.78
	09/10/2014		SymCom 777P2	1,611.23
	09/10/2014		SymCom 150:5 Current Transformers	597.91
48492	09/10/2014	TS Industrial Supply	6-26 Tip Cleaner Kit (6)	21.35
	09/10/2014		1-1/2 Nst Swivel Gasket (24)	29.90
	09/10/2014		2-1/2 NST Swivel Gasket (24)	45.99
	09/10/2014		3/4IN Brass Hose Bib (6)	102.76
	09/10/2014		3/4 Brass Male Hose Coupling (6)	14.26
	09/10/2014		Freight	74.88
	09/10/2014		GHT Quick Coupler (12)	104.83
	09/10/2014		3/4 Brass Female Hose Coupling (6)	19.01
	09/10/2014		Fght X 3/4 Fpt Swivel (25)	181.49
	09/10/2014		Fght X Fght Swivel (25)	173.11
	09/10/2014		Liquid Filled Gauges (5)	107.62
	09/10/2014		Safety Glasses (3)	16.11
48493	09/10/2014	UniFirst Corporation	Uniform Services	315.98
48494	09/10/2014	Vista Fence Company Inc	Chain Link Fence Pipe	41.40
	09/10/2014		Fencing & Post for Station 11	2,798.00
48495	09/10/2014	Vista Firestone Brake & Smog	Tires & Mounting - Truck 79 (2)	364.74

Payment Number	Payment Date	Vendor	Description	Amount
48496	09/10/2014	Vista Printing	Forms - Vehicle Work Order	137.81
48497	09/10/2014	Vortex Industries Inc	Door-Gate Lock Maint. & Repair	518.05
48498	09/10/2014	Walters Wholesale Electric Co	Intercom - Back Gate	301.63
48499	09/17/2014	ACWA/JPIA	Auto/General Liability 10/01/2014-10/01/2015	371,704.00
48500	09/17/2014	Allied Electronics Inc	Fuses and Relays	390.70
48501	09/17/2014	Big Apple Bagels	All Hands Mtg 08/19/2014	58.97
48502	09/17/2014	Blue Shield of CA Life & Health	Health-Vision Insurance 9/2014	(25.56)
	09/17/2014		Health-Vision Insurance 9/2014 VID	1,559.53
	09/17/2014		Health-Vision Insurance 9/2014 J Franklin	13.83
	09/17/2014		Health-Vision Insurance 9/2014 J MacKenzie	13.83
	09/17/2014		Health-Vision Insurance 9/2014 R Vasquez	13.83
	09/17/2014		Health-Vision Insurance 9/2014 P Dorey	13.83
	09/17/2014		Health-Vision Insurance 9/2014 M Miller	13.83
48503	09/17/2014	Boot World Inc	Footwear Program	690.21
48504	09/17/2014	Capital One Commercial	Warehouse Supplies	(59.50)
	09/17/2014		Warehouse Supplies	1,472.23
	09/17/2014		Warehouse Supplies	(208.28)
	09/17/2014		Supplies - All Hands 8/19 & Forklift Training 8/26	180.90
48505	09/17/2014	CDW Government Inc	Belkin Patch Cable Snagless 5ft	94.70
48506	09/17/2014	Cecilia's Safety Service Inc	Traffic Control - 1318 Nordahl	378.00
48507	09/17/2014	City of Vista	Paseo Santa Fe Project	2,775.00
48508	09/17/2014	Council of Water Utilities	Meeting 09/16/2014 R Vasquez	25.00
	09/17/2014		Meeting 09/16/2014 P Dorey	25.00
	09/17/2014		Meeting 09/16/2014 E Boone	25.00
48509	09/17/2014	Cummins Pacific Inc	Emergency Generator Repair and Maintenance	1,673.84
48510	09/17/2014	Delta Dental Insurance Company	Dental 09/2014	204.21
48511	09/17/2014	Delta Dental of California	Dental 09/2014	84.50
	09/17/2014		Dental 09/2014 VID	9,598.21
	09/17/2014		Dental 09/2014 J Franklin	84.50
	09/17/2014		Dental 09/2014 J MacKenzie	84.50
	09/17/2014		Dental 09/2014 R Vasquez	84.50
	09/17/2014		Dental 09/2014 M Miller	84.50
	09/17/2014		Dental 09/2014 P Dorey	84.50
48512	09/17/2014	Diamond Environmental Services	Portable Restroom Service	135.00
48513	09/17/2014	Downtown Ford Sales	Ford F350 Truck	(500.00)
	09/17/2014		Ford F350 Truck	31,526.13

Payment Number	Payment Date	Vendor	Description	Amount
48514	09/17/2014	Drug Testing Network Inc	Testing	60.00
48515	09/17/2014	El Camino Rental	Concrete- sidewalk repair	173.60
48516	09/17/2014	Equarius Waterworks	Meter 1" electronic read (80)	13,454.00
	09/17/2014		Meter 1.5" electronic read (150)	46,383.75
	09/17/2014		Meter 2" electronic read (112)	45,570.00
48517	09/17/2014	Ferguson Waterworks	Gate Valve 6" POxFL R/W C900	3,206.39
48518	09/17/2014	First Bankcard	CA-NV Water Education Seminar	145.00
	09/17/2014		CA-NV Water Education Seminar	145.00
	09/17/2014		Notary Training/State Exam	473.98
	09/17/2014		Groundwater Resources Assoc Conf - P Dorey	36.00
	09/17/2014		ACWA Groundwater Committee Mtg - P Dorey	322.20
	09/17/2014		Colorado River Wtr Users Assoc Conf- M Miller	140.45
	09/17/2014		Groundwater Resources Assoc Conf- P Dorey	180.20
	09/17/2014		Colorado River Wtr Users Assoc Conf- J MacKenzie	140.45
	09/17/2014		Colorado River Wtr Users Assoc Conf- P Dorey	140.45
	09/17/2014		CSDA Annual Convention - R Vasquez	550.00
	09/17/2014		CSDA Annual Conference - J MacKenzie	425.00
	09/17/2014		CSDA Preconference Workshop & Convention - E Boone	650.00
	09/17/2014		CSDA Annual Convention - L Soto	550.00
	09/17/2014		CSDA Annual Convention - R Coox	550.00
48519	09/17/2014	Garza Paving	Road Repair	13,310.05
48520	09/17/2014	Gemini Pest Control Inc	Pest Control - Facilities	85.00
	09/17/2014		Removal of Bees (10)	850.00
48521	09/17/2014	Glennie's Office Products Inc	Office Supplies	129.05
	09/17/2014		Office Supplies	64.61
48522	09/17/2014	Government Finance Officers Association	Membership 10/2014-9/2015 (2)	310.00
48523	09/17/2014	HD Supply Waterworks	Cover 8" Valve Cast Iron water	886.45
	09/17/2014		Coupling Meter 1x1.5"	191.23
	09/17/2014		Flange 6" SOW 6-hole	224.61
	09/17/2014		Flange 6" SOW 6-hole	24.97
48524	09/17/2014	HDR Engineering Inc	FERC Relicensing Consultant	596.87
48525	09/17/2014	HUB Construction Specialties	14" SAW - Gas Powered Cutoff	1,079.99
48526	09/17/2014	Inland Water Works Supply Co	1.5" Turbine Water Meters (6)	2,371.79
	09/17/2014		Brackets for Itron Devices (30)	146.48
48527	09/17/2014	Interstate Battery of San Diego Inc	Battery - Truck 17	107.64
48528	09/17/2014	Jurman's Emergency Training Service	CPR/First Aid Class Makeup	315.00

Payment Number	Payment Date	Vendor	Description	Amount
48529	09/17/2014	KG Real Estate	Customer Refund - Closing	111.28
48530	09/17/2014	Lighthouse Inc	Strobe LED Lightbar - Truck 20	1,057.35
48531	09/17/2014	Marko Petric	Customer Refund - Overpayment	207.15
48532	09/17/2014	Marlene Kelleher	CPA Training/ Fingerprinting	150.26
48533	09/17/2014	Moody's	Dump fee (2)	100.00
	09/17/2014		Dump fees- D2144	50.00
48534	09/17/2014	NAPA Auto Parts	Oil Filter - F1	4.20
	09/17/2014		Oil Filter - Truck 23	3.11
48535	09/17/2014	North County Auto Parts	Oil, Fuel, Air Filter - Truck 11	54.23
	09/17/2014		Hose Fitting for Hydraulic Tank - Truck 1	8.75
	09/17/2014		Oil Filter - Truck 70	3.88
	09/17/2014		Oil Filter - Truck 35	3.59
	09/17/2014		Battery - L3	133.39
	09/17/2014		Fan Belts - Truck 53 (3)	91.77
48536	09/17/2014	Park West General Contractor	Customer Refund / Closing	1,513.56
48537	09/17/2014	Ramco Petroleum	Fuel 08/2014	2,072.32
48538	09/17/2014	RC Auto & Smog	Smog Test - Truck 2	50.00
	09/17/2014		Smog Test - Truck 5	50.00
	09/17/2014		Smog Test - Truck 37	50.00
48539	09/17/2014	Rincon del Diablo MWD	MD Reservoir Water Service	38.11
48540	09/17/2014	S & J Supply Company Inc	Curb Stop 2" FNPT X FNPT (3)	654.26
	09/17/2014		Coupling 6" Repair XR501	287.52
	09/17/2014		Coupling 8" Deflection C900 (14)	789.88
	09/17/2014		Meter Box Lid Jumbo (24)	1,822.80
48541	09/17/2014	San Diego Gas & Electric	Electric 08/2014	18,808.52
48542	09/17/2014	Sparkletts	Drinking Water	765.59
48543	09/17/2014	Spok, Inc	Pager Service 09/2014	28.97
48544	09/17/2014	Sunrise Materials Inc	Waddles	62.93
48545	09/17/2014	Technology Unlimited	Check Scanner, Software Installation	6,161.75
48546	09/17/2014	thinkASG	IBM Hardware/Software Maintenance	5,321.96
48547	09/17/2014	TS Industrial Supply	Banner Red Aerosol Paint Rustoleum (6)	32.81
48548	09/17/2014	UniFirst Corporation	Uniform Services	311.18
48549	09/17/2014	VG Donuts & Bakery Inc	Board Meeting 09/10/2014	31.04
48550	09/17/2014	Vista Hi Noon Rotary Club	Dues - B Hodgkiss	37.50
	09/17/2014		Meetings & Meals - R Coox	90.00
	09/17/2014		Dues - R Coox	37.50

Payment Number	Payment Date	Vendor	Description	Amount
48551	09/17/2014	Winzip Computing LLC	WinZip Standard Maintenance (1 Yr) ML	336.00
Grand Total:				736,773.40



STAFF REPORT

Agenda Item: 7

Board Meeting Date: October 8, 2014
Prepared By: Eldon Boone, Brian Smith
Don Smith
Approved By: Roy Coox

SUBJECT: DIVISION REPORTS

RECOMMENDATION: Note and file informational report.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: Previous month's and anticipated activities are reported by each division.

WATER RESOURCES DIVISION

**VID Water Production
August 2014**

Description	Current Month Production		Average Production of Last 12 Months		Total, Fiscal Year-to-Date
	(mgd)	(af)	(mgd)	(af)	(af)
VID's EVWTP Production					
Local Water	3.49	332.40	1.09	102.60	656.20
SDCWA Raw Water	7.85	747.20	8.38	782.65	1,542.50
Subtotal (EVWTP Production)	11.35	1,079.60	9.47	885.25	2,198.70
Oceanside Contract Water (*)	6.35	603.90	5.14	480.01	1,303.80
SDCWA Treated Water	2.76	262.70	4.05	378.39	552.40
TOTAL WATER PRODUCTION	20.46	1,946.20	17.80	1,663.65	4,054.90

* Averages since November 2013

Lake Henshaw and Warner Ranch Wellfield statistics are summarized as follows:

Lake Henshaw

Storage as of September 29, 2014: 2,615 af (5% of 51,774 af capacity)
 Current releases: 10 cfs
 Change in storage for month of August: 675 af (loss)
 Total releases for month of August: 760 af
 Hydrologic year-to-date rain total: 0.87 inches (September 29, 2014)
 Percent of yearly average rain: 3% (30-year average: 24.75 inches)
 Percent of year-to-date average rain: 72% (30-year average through September: 1.21 in.)

Warner Ranch Wellfield

Number of wells running in August: 14
 Total production for month of August: 630 af
 Average depth to water table (September): 94 ft

September

- Station # 10 – replaced part winding motor starter system for motor # 2 with a new soft-start motor starter, rewired control circuitry and installed a programmable electronic overload relay.
- Replaced and re-routed electrical conduit at Plant # 9 and C reservoir regulator vault.
- BCS regulator – re-plumbed pilot controls and replaced block and bleed valves.
- Replaced the water quality pump and low suction cut-out at Station # 12.
- Third Quarter Stage 2 Disinfection Byproduct (DBP) samples were collected on August 20, 2014. Compliance for the Stage 2 DBP rule is determined based on a Locational Running Annual Average (LRAA). For THMs, each LRAA must be below 80 ug/L and HAAs must be below 60 ug/L. THM tests results ranged from 32-47 ug/L. and HAAs ranged from 6-18 ug/L.
- Analyzed 125 routine (reportable to CDPH) bacteriological samples. All samples were negative for total coliforms (TC-). The average chlorine residual for September was 2.52 mg/L.
- WQ Calls/Incidents for September – Received three taste and odor and one discolored water call. Two taste and odor calls were related to the high geosmin levels from Lake Skinner with the other was a private issue. The discolored water call was resolved with minimal flushing.
- Henshaw – installed SCADA back-panels, cooling fans and intrusion monitoring at Well # 11A, 14A, 34A, 76 & 78.

October

- Conduct triennial State Water Resources Control Board sanitary survey.
- Shutdown Flume for Borden Bench inspection (Warren Environmental epoxy pilot) and make repairs on Twin Oaks siphon.
- Continue Station # 10 motor control system upgrades.

WARNER RANCH, SAN LUIS REY RIVER, FERC and ESCONDIDO ISSUES

- Henshaw releases expected to be suspended on the week of October 6 in anticipation of performing Fall maintenance on the Escondido Canal.
- Attended meeting of the San Luis Rey Watershed Council.
- Cattle counts for August: Hettinga – 1,269 Mendenhall – 7 (short term minimum).
- See the attached reports on activity for July 2014 for the Lake Henshaw Resort, Inc.

ATTACHMENTS:

Lake Henshaw Resort, Inc., Activity Reports – July 31, 2014

ADMINISTRATION AND FIELD SERVICES DIVISION

September

- Coordinated the District's annual employee picnic.
- Distributed California Special Districts Association, San Diego Chapter, educational grant program materials to local elementary, middle and high schools. Posted an electronic copy of the application materials on the District's web site.
- Coordinated the District's annual independent audit of the Financial Statements.
- Continued implementation of Tyler Financial System.
- Coordinated Water Distribution classes and technical training on valves. The classes and training were open to other water districts.
- Coordinated annual employee flu shots.
- Completed the recruitment for the Information Technology Specialist position. Bart Davis accepted the offer for the position.
- Continued recruitments for System Operator, Water Quality Operator and Laborer positions.

- Continued main line installation on Ocean View Drive (Phase 1) – 1,200’ of 8” pipe, 25 services and 2 fire hydrants.
- Continued main line installation on Ocean View Drive (Phase 2) – 1,800’ of 8” pipe, 36 services and 3 fire hydrants.

October

- Host one-day Homeowner Landscape Class on October 18, 2014.
- Present information on water supply conditions and the drought to Grace Presbyterian Church group.
- Continue implementation of Tyler Financial System.
- Coordinate annual Employee Health, Safety and Benefits Fair.
- Continue recruitments for System Operator, Water Quality Operator and Laborer positions.
- Coordinate traffic control class for field employees. The class is open to other water districts.
- Continue main line installation on Ocean View Drive (Phase 1) – 1,200’ of 8” pipe, 25 services and 2 fire hydrants.
- Continue main line installation on Ocean View Drive (Phase 2) – 1,800’ of 8” pipe, 36 services and 3 fire hydrants.

ENGINEERING DIVISION

September

- Continued working on design of main replacement projects.
- Continued discussions with City of Carlsbad and Oceanside staff for purchase of recycled water from Carlsbad.
- Attended meeting of the North County Water Reuse Coalition.

October

- Mainline Replacement Projects in Design (current projects): Buena Creek Road, Canyon Drive, Ocean View (Park Avenue to Crest Drive), Alley Way (North Santa Fe and Indiana Avenue), S. Melrose Drive, E. Vista Way, Mason Road, E. Vista Way (Larkhill to Corvalla), N. Citrus Avenue, Nevada Avenue, Lemon Avenue, Lado De Loma, Eddy Drive, Peters Drive, Rancho Vista Drive, Bandini Place.,
- AB Line Replacement (Esplendido Avenue and Companero Drive) and Meyers Siphon Replacement Projects – Staff has reviewed proposals from three consultants and selected Infrastructure Engineering Corporation (IEC) to design replacement/rehabilitation options. Staff is in the process of negotiating fees and a final scope of work for consideration by the Board at a future Board meeting.
- Mainline Replacement Projects in Planning (future projects): HN Line (Gopher Canyon to Fairview), Peach Grove Lane, Palomar Place, Oak Drive, Ora Avo Drive, Shale Rock, McGavran Drive, Camino Patricia, Camino Corto, Primrose Avenue, Las Flores Drive, La Mirada Drive, Descanso Avenue, S. Santa Fe Pipeline (Mar Vista Dr. to Montgomery Dr.), Phillips Street, Pump Station No. 10 by-pass (Blue Bird Canyon Road), Mar Vista Dr, Rockhill Rd., Estrelita Dr., and San Clemente Ave.
- City of Vista Projects: Paseo Santa Fe Streetscape Improvements- Phase I along South Santa Fe Avenue from Main Street to Oceanview Dr. (CIP 8232) - Downtown Redevelopment Project. Staff to continue to provide inspection of water facilities affected by street improvements.
- CWA Projects: Carlsbad Desalination Project (Contractor Kiewit Shea Desalination-KSD) - Continuing construction within Carlsbad Segment- Melrose Drive and Faraday Ave.; Pipeline 3 Relining Project, Portal 5 (Contractor L.H. Woods & Sons, Inc.)- Contractor utilizing District leased property near Pechstein reservoir. Staff to provide inspection of water facilities affected by lining project.
- Attend meeting of the North County Water Reuse Coalition.



**LAKE HENSHAW RESORT, INC.
ACTIVITY REPORT
AS OF JULY 31, 2014**

	2013 Jul	2013 Aug	2013 Sep	2013 Oct	2013 Nov	2013 Dec	2014 Jan	2014 Feb	2014 Mar	2014 Apr	2014 May	2014 Jun	2014 Jul	12 MO AVG
Fishing Permits	808	756	437	287	205	101	171	242	267	619	776	797	681	512
Boat Launches	24	8	2	0	2	14	9	6	5	34	46	44	23	20
Motor Boats (full day rental)	101	87	30	15	9	32	32	19	19	47	73	81	66	51
Motor Boats (half day rental)	13	11	5	4	2	0	3	3	1	4	10	21	8	6
Campground/Head Count	2,069	2,150	1,191	776	365	158	264	307	411	693	2,077	859	2,249	970
Campground/Cars, Trucks, etc.	579	710	260	278	77	25	54	75	108	179	765	253	560	290
Campground/Recreational Vehicles	27	11	15	6	20	7	10	11	12	13	20	10	32	15
Mobile Home/Spaces	66	66	66	66	63	63	61	61	60	61	59	59	59	64
M.H.P. Daily (Visitors/Head Count)	155	156	123	102	119	115	76	88	107	134	127	94	123	123
M.H.P. (Residents/Head Count)	93	93	93	93	86	86	85	85	83	85	82	82	82	90
Storage	9	9	9	9	8	8	6	6	6	6	6	8	8	9
Cabins	223	239	126	118	150	93	141	166	167	230	188	150	201	162
Hunters	0	0	0	0	0	175	171	0	0	0	0	0	0	29



STAFF REPORT

Agenda Item: 8

Board Meeting Date: October 8, 2014
Prepared By: Brian Smith
Approved By: Roy Coox

SUBJECT: RECYCLED WATER PROJECT

RECOMMENDATION: Receive update on the District's recycled water efforts.

PRIOR BOARD ACTION:

- 12-18-13 Authorized a contribution of \$10,000 for the WaterReuse Research Foundation's Direct Potable Reuse Initiative
- 4-17-13 Authorized the execution of the Local Project Participant Agreement with Olivenhain Municipal Water District for the North San Diego County Regional Recycled Water Project.
- 1-9-13 Approved amendment to Atkin's agreement for the Shadowridge recycled water study to include evaluation of partnership opportunities with the City of Oceanside and potential customers along the Melrose corridor.
- 12-10-12 Received update on the District's recycled water efforts.
- 10-17-12 Received update on the District's recycled water efforts including draft report on Shadowridge Golf Course Recycled Water Supply Analysis.
- 4-4-12 Approved the proposal from Atkins for the "Recycled Water Master Plan Update" for a cost not to exceed \$42,600 and authorized the General Manager to continue participation in the Joint Lobbying Agreement with The Furman Group to assist in obtaining federal funding for regional water recycling projects.
- 10-5-11 Staff provided an informational report on the North County Regional Recycled Water Group and Project (Regional Project).
- 10-6-10 Staff provided an update to the Board regarding the Shadowridge Water Reclamation Facility Local Investigations and Studies Assistance (LISA) Grant Study.
- 4-21-10 Staff provided an update to the Board regarding the District's participation in the North County Water Recycling Project.
- 3-4-09 Approved the City of Vista's request to participate in the cost of the matching portion of the LISA Grant funding from the San Diego County Water Authority (CWA) for the Feasibility and Preliminary Design of the Shadowridge Water Reclamation Facility (SWRF) for a cost not to exceed \$75,000.

FISCAL IMPACT: Since 2009, the District has expended \$201,743 for several recycled water efforts. To date, the District has been reimbursed \$21,283 from CWA's LISA Grant program and \$62,839 has been submitted for reimbursement from Proposition 84 Round 1 Grant funding. Below is a breakdown of the current and anticipated future expenditures and reimbursements for the various recycled water efforts the District has participated in:

	EXPENDITURES			REIMBURSEMENTS				ANTICIPATED FINAL COSTS
	Approved Amount	Total Billed	Remaining Amount	LISA Grant (Rec'd)	PROP 84 (Submitted)	PROP 84 (Future)	TOTAL	
SWRF Joint Feasibility Study w/ City of Vista	75,000	29,902	-				-	29,902
Shadowridge Recycle/Oceanside Joint Study	60,600	56,618	-	21,283	35,335		56,618	-
Regional Project	68,729	42,279	26,450		27,504	26,450	53,954	14,775
Joint Lobbying Agreement	64,000	62,994	-				-	62,994
WaterReuse DPR Initiative	10,000	10,000	-				-	10,000
	\$278,329	\$201,793	\$ 26,450				\$110,572	\$ 117,671

SUMMARY: Staff has continued to participate in several concurrent efforts to evaluate recycled water projects in and around our service area. These efforts include:

- 1) North County Water Recycling Project (now North County Water Reuse Coalition)
- 2) Shadowridge Golf Course/City of Oceanside Recycled Water analysis
- 3) City of Carlsbad recycled water pricing
- 4) Proposition 84 Round 1 and 2 Grant Funding
- 5) WaterReuse DPR Initiative

Following is an update on each of these efforts:

- 1) **North County Water Recycling Project** - Since 2010, the District has joined with nine other agencies (Olivenhain Municipal Water District, Carlsbad Municipal Water District, Vallecitos Water District, City of Oceanside, Leucadia Wastewater District, San Elijo Joint Powers Authority, Rincon del Diablo Municipal Water District, City of Escondido and Santa Fe Irrigation District) to develop a regional recycled water plan and project for North County. Several other agencies (County Water Authority, City of Vista, Camp Pendleton, Encina Wastewater Authority, Fallbrook Public Utilities District, Rainbow Municipal Water District, and City of Poway) have demonstrated different degrees of interest and participation. The objective of this joint effort is to identify existing and potential recycled water supplies and markets in order to maximize the use of recycled water on a regional level.

In October of 2011, staff presented the Board with the Regional Recycled Water Facilities Plan (Facilities Plan) which was prepared by RMC Environmental, Inc. for the North San Diego Water Reuse Coalition (Coalition). The Facilities plan is intended to assist the Coalition in identifying the benefits of regionalization of existing and planned recycled water systems, and to identify regional recycled water projects that create the best opportunity for Federal, State and local funding. The continued efforts of the Coalition consist of:

- a) Preparation of a Programmatic Environment Impact Report (PEIR) for the Facilities Plan. A Notice of Preparation of a Draft PEIR was issued and the review period ran from August 11 through September 9. A scoping meeting was held August 25.
- b) Expansion of the work completed previously for the Facilities Plan and modification of the document to satisfy the requirements of Title XVI for Feasibility Studies.
- c) Development of a public outreach program for the Regional Project.
- d) Over the last 4 years the District has participated in lobbying efforts with 8 of the Coalition partners, through engagement of the Furman Group to assist in obtaining federal funding for the Regional Project. The lobbying agreement is on a year to year basis and is up for renewal in the spring of 2015. Yearly cost for participating partners is approximately \$16,000 and currently 8 of the 10 partners are participating. Participation in the lobbying effort is required if a Coalition Partner wants to be included in potential funding from federal sources such as Title XVI or Water Resources Development Act (WRDA). Title XVI does not look promising in the short term and if obtained, would fund up to 25% of project costs. In June of 2014, the President signed into law the Water Resources Reform and Development Act of 2014 (WRRDA). Under this law the Coalition partners participating in the lobbying effort can submit a feasibility study to the Army Corp of Engineers for consideration of approval for future WRRDA appropriations. The guidelines for this process are anticipated to be completed by the Army Corp in the spring of 2015. WRRDA funding is up to 50% of project costs (requiring a 50% match by the receiving agency).

- 2) **Shadowridge Golf Course/City of Oceanside Recycled Water Analysis** - In January of 2013, the Board authorized Atkins to expand the analysis of delivering water to the Shadowridge Golf Course to also include evaluation of partnership opportunities with the City of Oceanside. Atkins has completed the attached joint study entitled "Melrose Drive Recycled Water Extension for the City of Oceanside and Vista Irrigation District" (Joint Study). This study evaluated the infrastructure and cost required to deliver recycled water from the City of Carlsbad's system at Melrose Drive and Faraday Drive to the Shadowridge Golf Course and the Ocean Hills Golf Course. The study also evaluated other smaller recycled water customers that could be served along the proposed alignment(s). The study concludes that approximately 532 acre-feet per year (AFY) of recycled water could be delivered through extension of approximately 26,200 feet of recycled pipeline from the Carlsbad system, at a cost of nearly \$8.9 million. This translates to approximately \$1,200/acre-foot or \$2.75 per unit (amortized capital cost and operation and maintenance costs). This rate does not include the cost to purchase recycled water from the City of Carlsbad.

The Atkins study assumes that the Shadowridge Golf Course would use 200 AFY of recycled water, which is nearly 40% of the entire demand of all recycled markets identified. As the Board is aware, the Shadowridge Golf Course is in the process of constructing a groundwater well. Golf Course staff has indicated that they may be able to supply 30 to 40% of their needs from the well. They are also considering removing 10-15 acres of turf through the MWD turf removal program. These improvements will have an impact on the demand for recycled water and would drive up the unit cost for the extended recycled water system.

Oceanside has proceeded with preliminary design of the recycled pipelines within its City limits. Oceanside will not be proceeding with final design until an agreement is reached on an acceptable price for recycled water with the City of Carlsbad.

- 3) **City of Carlsbad recycled water pricing** – The City of Carlsbad completed a Potable Water and Recycled Water Rate Study in 2013. The Recycled Rate adopted by the City is \$3.53 per unit. This rate added to the unit cost of extending a recycled system as discussed above would drive the cost of delivered recycled water to over \$6.00 per unit. In comparison, the District’s current Tier 1 and Tier 2 water rates are \$3.61 per unit and \$4.15 per unit, respectively. Carlsbad staff has indicated that their Legal Counsel has determined that due to AB 218 requirements, they currently have no ability to sell recycled water to anyone at a reduced rate. Ongoing discussions with Carlsbad staff have been centered on exploring other options that would give Carlsbad a basis for considering a different wholesale type rate.

Carlsbad staff is currently in the process of reviewing their rates, and therefore a joint letter with Oceanside has been sent requesting that Carlsbad analyze a separate wholesale recycled water rate as part of the effort.

- 4) **Proposition 84 Round 1 and 2 Grant Funding** – In 2013, the Coalition was awarded \$1.455 million in Round 1 Proposition 84 grant funds. The Coalition is currently utilizing a portion of this funding for completion of a Programmatic Environmental Impact Report, a public outreach program and a feasibility study for the Regional Project. The remaining funds are being divided evenly amongst the project partners and are being used for reimbursement of the cost for various on-going studies.

The Coalition was also approved for \$3.4 million in grants from the Prop 84 Round 2 funding. Therefore, each of the 10 agencies in the Group can receive approximately \$340,000, with a 25% matching requirement. The Coalition submitted 10 projects (one from each agency) with a total estimated construction cost of \$34 million. The Coalition requested \$4.75 million in grant funding out of the total \$10 million available in the Round 2 funding. The project submitted by the District was the Shadowridge Golf Course Recycled Project.

The \$340,000 available for VID, along with the required 25% match, could be applied to fund a District project to supply recycled water to the Shadowridge Golf Course or combined into a joint project with Oceanside to supply the Ocean Hills Golf Course and additional VID and Oceanside customers along pipeline routes, as described in the attached Joint Study.

Olivenhain Municipal Water District (OMWD), acting in the capacity as the Coalition’s Local Project Sponsor (LPS), is currently finalizing a funding agreement for the Round 2 grant with CWA. Upon execution of this agreement, OMWD will be requesting that each of the Coalition partners enter into a Local Project Participant (LPP) funding agreement. Therefore, in the near future, the District will need to decide whether to: 1) reject the grant funding based on the ultimate costs and/or feasibility of the project (keeping in mind the potentially significant reduced demand from the Shadowridge Golf Course), or 2) accept the grant funding and provide matching funds to complete the recycled water project to the Shadowridge Golf Course or the joint project with the City of Oceanside.

- 5) **WaterReuse DPR Initiative** – The District has contributed \$10,000 to the WaterReuse Foundation’s (WRF) multi-year DPR research effort. This effort is intended to ensure that relevant scientific, technical, public acceptance and other factors are available to the California Department of Health (CDPH) for the development of DPR criteria. The CDPH is required to report to the State Legislature on the feasibility of developing uniform water recycling criteria for DPR by December 31, 2016.

ATTACHMENTS: Melrose Drive Recycled Water Extension Study for the City of Oceanside and Vista Irrigation District, dated August 19, 2014



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August 19, 2014

Mr. Jason Dafforn
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Mr. Brian Smith
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

Subject: Melrose Drive Recycled Water Extension Study for the City of Oceanside and Vista
Irrigation District

Dear Mr. Dafforn and Mr. Smith:

SUMMARY

Summary of findings and recommendations:

1. Approximately 500 afy of current potable irrigation may be reasonably converted to recycled water use.
2. The Shadowridge Golf Club and Ocean Hills Golf Course account for 60% of the potential demand.
3. A total of five (5) miles of recycled water pipeline, ranging in size from 4-inch to 12-inch, would be required by VID and Oceanside to serve over 50 customers.
4. The Carlsbad (CMWD) recycled water system has sufficient capacity to supply the potential recycled water demand.
5. Recycled water quality delivered by CMWD should be carefully reviewed in serving the two golf courses. It will be important to determine if the tees and greens could be served with recycled water, as both courses are not currently set-up to isolate these more sensitive areas.
6. The total project costs would range from \$7-9 million in capital costs, depending on potential retrofit costs contributed by the agencies.
7. Oceanside and VID should continue to work with the North County Group to determine the opportunity for additional funding and CMWD regarding future recycled water pricing.

INTRODUCTION

The City of Oceanside (Oceanside) and Vista Irrigation District (VID) have been identified by the City of Carlsbad (Carlsbad) as viable wholesale recycled water customers, allowing Carlsbad to expand its recycled water system and utilize its available recycled water supply. Carlsbad Municipal Water District (CMWD) recently completed a Recycled Water Master Plan (August 2012) and Phase 3 Feasibility Study (June 2012), which developed both near term and long term plans to expand the recycled water system north in Melrose Drive. All three agencies have participated in a coalition of North County agencies to jointly pursue federal funding opportunities and grants to cost effectively expand recycled water use in North County.

Oceanside desires to investigate the expansion of recycled water to the Ocean Hills area of the City, an area characterized by a large number of irrigation meters and a golf course and is adjacent to both the City of Carlsbad and VID. A recycled water pipeline route via Melrose Drive and Cannon Road or Shadowridge Drive would provide recycled water service to the Ocean Hills community.

VID has a renewed interest in serving recycled water to the Shadowridge Golf Club, due to continual rising potable water costs. VID recently completed a feasibility study, Draft Shadowridge Golf Course Study (September 2012), to evaluate recycled water service to only the Golf Club. Recently, VID has expressed interest to serve a number of potable irrigation customers along Melrose Drive in addition to the Golf Club, should a recycled water line be extended. With a recycled water supply from CMWD, Oceanside and VID can advance their respective strategic plan goals by developing a drought-proof local water source and providing year round irrigation for two golf courses, as well as, a number of irrigation services in the area.

STUDY OBJECTIVES

Oceanside commissioned a feasibility study to provide preliminary engineering and technical analyses for the Melrose Drive Recycled Water Extension, as planned in the CMWD Recycled Water Master Plan (August 2012) and evaluated in the VID Draft Shadowridge Golf Course Study (September 2012). Oceanside's goal is to identify the potential recycled water market, infrastructure required, and cost benefit to expand service from CMWD.

As participants in the North County recycled water group, it became desirable for VID to conduct a parallel study effort and evaluate potential recycled water use, beyond just the Shadowridge Golf Club. Therefore, Oceanside and VID agreed to prepare one joint feasibility study for the purposes of maximizing the potential recycled water market and optimally sizing the required infrastructure.

PROJECT SCOPE OF WORK

Oceanside and VID authorized Atkins under separate agreements (January 16, 2013 and January 9, 2013, respectively) to complete the feasibility study. A summary of the scope of works are as outlined below:

Market Assessment

- Review Oceanside and VID irrigation meter records (approximately 50 meters) in the Ocean Hills area and Shadowridge community.

- Summarize irrigation demands and locate meters on base map and estimate average and peak month demands.
- Assess potential recycled water demand and users in Oceanside and VID including potential retrofit costs, timing, and water quality issues along the corridor.
- Summarize total potential recycled water average annual and peak month demand.

Proposed System Layout and Sizing

- Review Oceanside and VID potable water pressure zones, service elevations and minimum pressures at irrigation meters.
- Based on the above and the market assessment develop preliminary layout of backbone pipelines and extensions to serve the Ocean Hills Golf Course and HOA and review with Oceanside staff.
- Size pipelines based on assumed peak demands and service from CMWD's 660 Pressure Zone. Assume a constant recycled water supply to Shadowridge Golf Club.
- Prepare cost estimate for Melrose Drive extension and other identified recycled water distribution lines.
- Summarize potential retrofit costs based on similar projects within Carlsbad
- Prepare summary report/memorandum.

MARKET ASSESSMENT AND DEMAND ANALYSIS

A detailed investigation of potable irrigation meters in the VID and Ocean Hills area was conducted to determine large irrigation users along the proposed pipeline corridor in Melrose Drive and Cannon Road.

City of Oceanside

Water billing data from 93 potable irrigation meters in the Ocean Hills and Ocean Terrace area was reviewed. The review identified 38 potable irrigation meters with the potential for conversion in the Ocean Hills service area and along the Cannon Road corridor. Some of the larger irrigation users include the Ocean Hills Golf Course, Ocean Hills HOA, Ocean Terrace HOA, St Thomas Moore Catholic Church, Lake Elementary School, and Madison Middle School. The converted meters potentially have an average recycled water irrigation demand of 277 AFY.

Vista Irrigation District

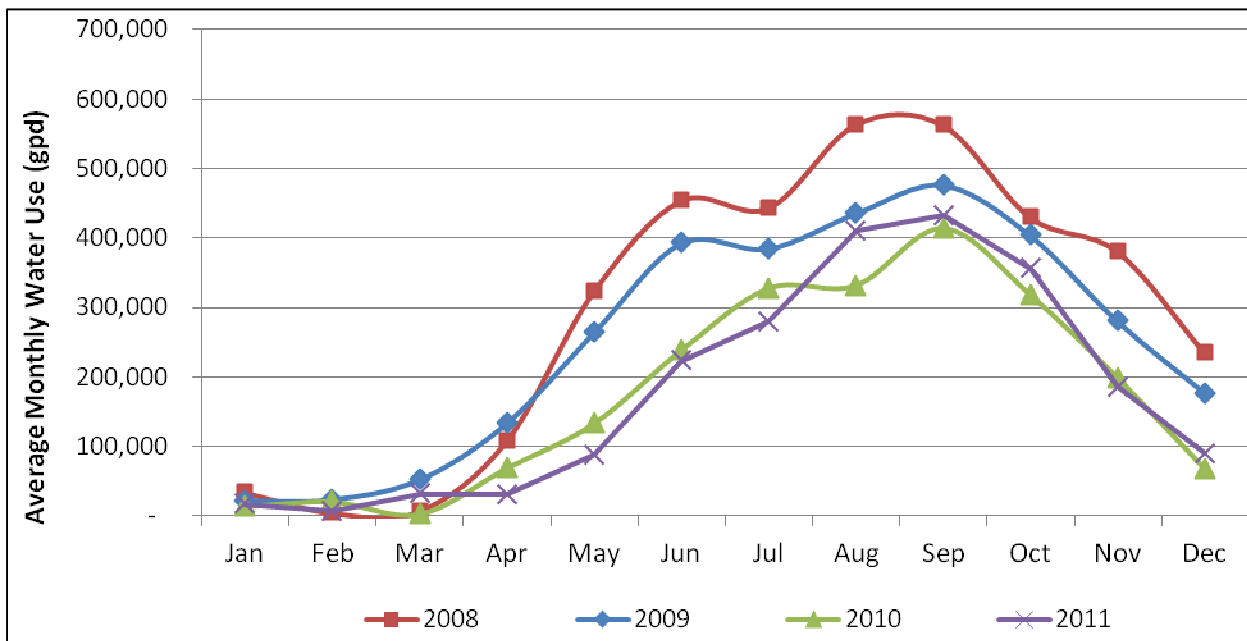
Water billing data from 454 potable irrigation meters in the VID proposed study area was reviewed, including demand data from the Shadowridge Golf Club. The review identified 19 potable irrigation meters with the potential for conversion to recycled water along the Melrose Drive corridor, from the existing Shadowridge Failsafe pipeline (near Faraday Avenue and Melrose Drive), north to Oceanside's service boundary near Cannon Road. The converted meters, including the proposed relocated Shadowridge Golf Club meter, potentially have an average recycled water irrigation demand of 255 AFY.

Golf Course Demands

Water billing records were obtained for the 10-inch Shadowridge golf course irrigation meter for the calendar years 2008-2011, and the monthly water consumption is shown on Figure 1. Water use has been decreasing due to water conservation efforts in response to drought conditions and steep

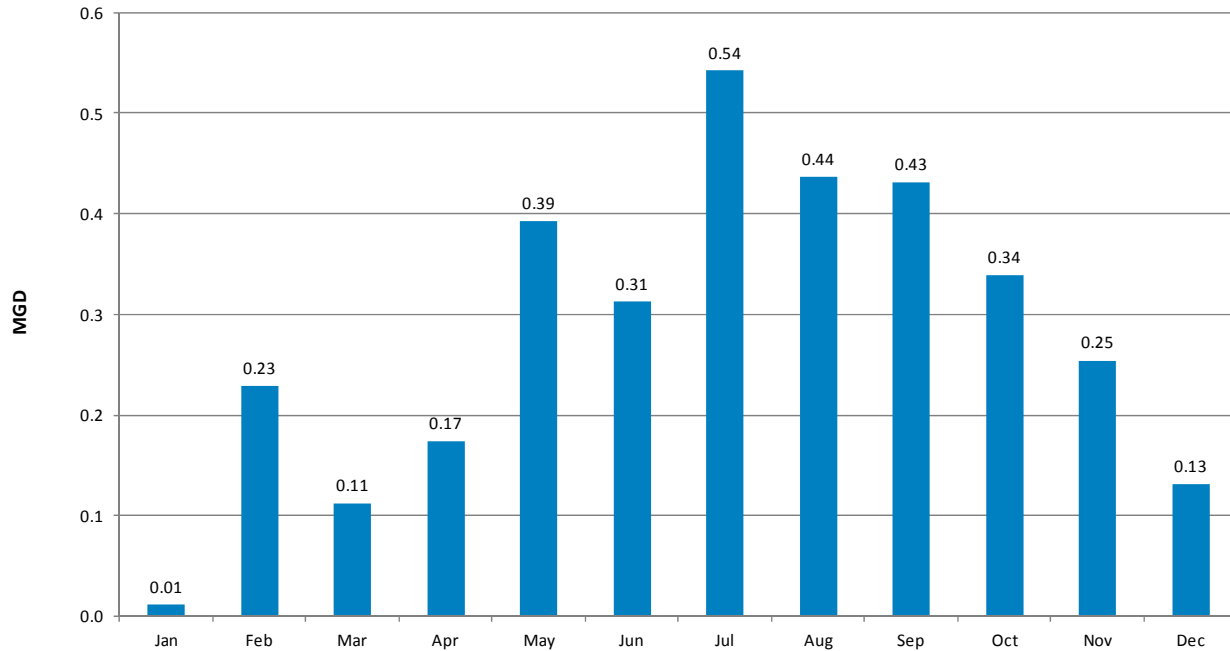
price increases, including the implementation of tiered water rates at the end of 2009. Conservation efforts include close monitoring and management of the irrigation system, replacement of high water use landscaping with drought tolerant plantings, and turning off water supply to some irrigation stations altogether. The result of these efforts is that water consumption during 2010 and 2011 was 60 percent of the water used in 2008. Water use for 2010 and 2011 averaged approximately 200 acre-feet per year (180,000 gpd) and the maximum month water use was approximately 2.4 times the average, or 430,000 gpd. It is noted that “overseeding” of the grass, which can dramatically increase water use for several weeks, has not been performed for at least 7 to 8 years.

Figure 1 Shadowridge Golf Club Monthly Irrigation Demands



Water billing records were reviewed for the Ocean Hills Golf Course 6-inch irrigation meter for FY 2011 and monthly water consumption is shown in Figure 2. The maximum month average day demand is approximately 540,000 gpd (375 gpm). A Preliminary Design Memorandum (dated July 2014 by TetraTech) recommended a recycled water peak demand of 500 gpm for the Ocean Hills Golf Course to be used in the hydraulic analysis based on an understanding of their irrigation system and consideration of future potable water irrigation for the tees and greens only.

Figure 2 Ocean Hills Golf Course Monthly Irrigation Demands (2011)



RECYCLED WATER SYSTEM ANALYSIS

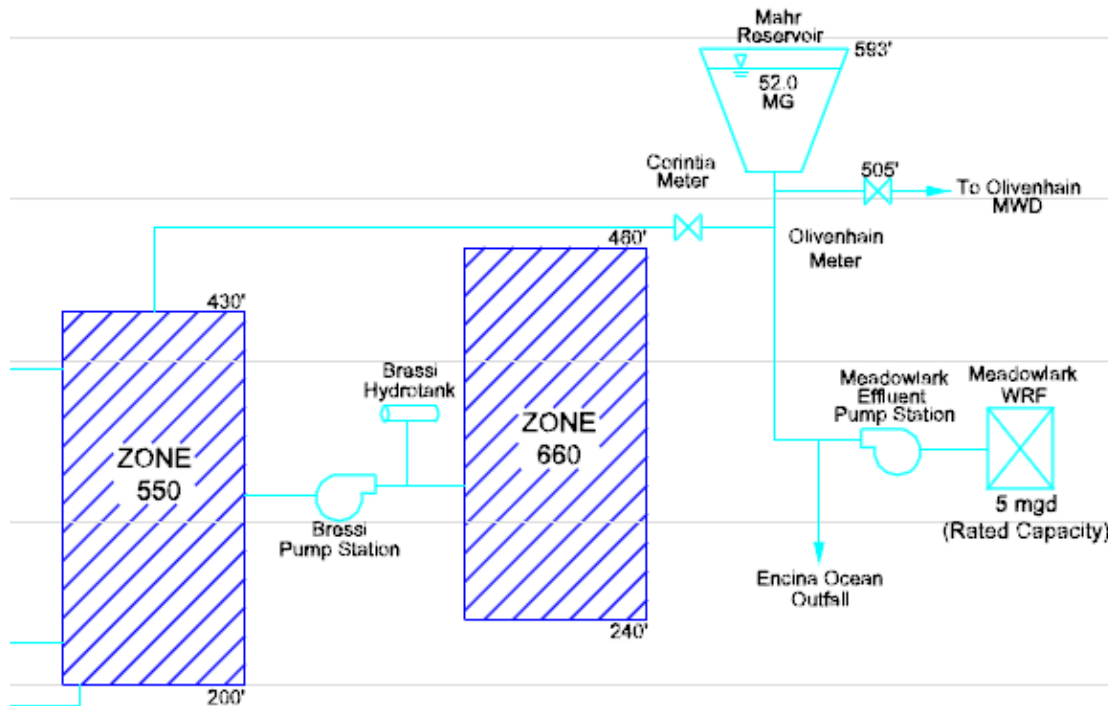
This section summarizes the potential extension of the CMWD recycled water system and our preliminary hydraulics analyses.

Bressi Pump Station and 660 Zone

The CMWD 660 Pressure Zone (PZ) is a smaller pumped zone that serves higher elevations near the eastern boundary of the City between Faraday Avenue and Palomar Airport Road. The 660 PZ is supplied from the Bressi Pump Station (PS), which pumps water from the 550 PZ into a closed zone without storage. Since there is no storage, the discharge from the pump station fluctuates to match 660 PZ demands. The Bressi PS is equipped with three primary pumps (1,000 gpm each), a smaller jockey pump for low flows (180 gpm), and a hydro-pneumatic tank to control pump operations and regulate pressures.

Currently, there is very low demand in the 660 PZ, and only the jockey pump is in operation. The primary 660 PZ transmission main is in Palomar Airport Road, and the nearest recycled water pipeline is a 12-inch diameter pipeline in Melrose Drive that terminates at Faraday Avenue, adjacent to the 12-inch diameter Failsafe Pipeline. In 2012, only a minimal quantity of recycled water was supplied by the Bressi PS, resulting in an approximate annual energy cost of about \$5,000. Figure 3 below illustrates the CMWD recycled water system and hydraulic profile.

Figure 3 CMWD Recycled Water Hydraulic Profile (660 PZ)



Source: Existing System Hydraulic Profile, CMWD Recycled Water Master Plan (Carollo, 2011)

Failsafe Pipeline Reuse

The VID Shadowridge Golf Course Recycled Water Supply Analysis (2012) determined that the existing former Shadowridge Water Reclamation Plant (WRP) Failsafe Pipeline has available capacity and could be used to serve recycled water to VID and possibly Oceanside. The Failsafe Pipeline is currently abandoned and is owned by the Buena Sanitation District (and City of Vista). The pipeline was designed to convey excess recycled water from the Shadowridge WRP to the Ocean Outfall. Portions of this pipeline could be re-used to serve recycled water from CMWD to VID and Oceanside. Table 1 describes the critical reaches and detail of the Failsafe Pipeline. VID and Oceanside would have to acquire the Failsafe Pipeline from the City of Vista to use the infrastructure for recycled water.

Current recommendations include utilizing the portion of the failsafe line to connect to the CMWD 660 PZ 12-inch recycled water line at Faraday Avenue and Melrose Drive, and then extend a recycled water system in Melrose Drive to serve VID and Oceanside. This proposed alignment requires crossing the Aqua Hedionda Creek; however, VID installed an extra sleeve in the bridge cell during construction which can be used to accommodate a new 12-inch pipeline through the creek bridge.

Table 1 Shadowridge WRP Failsafe Pipeline Details

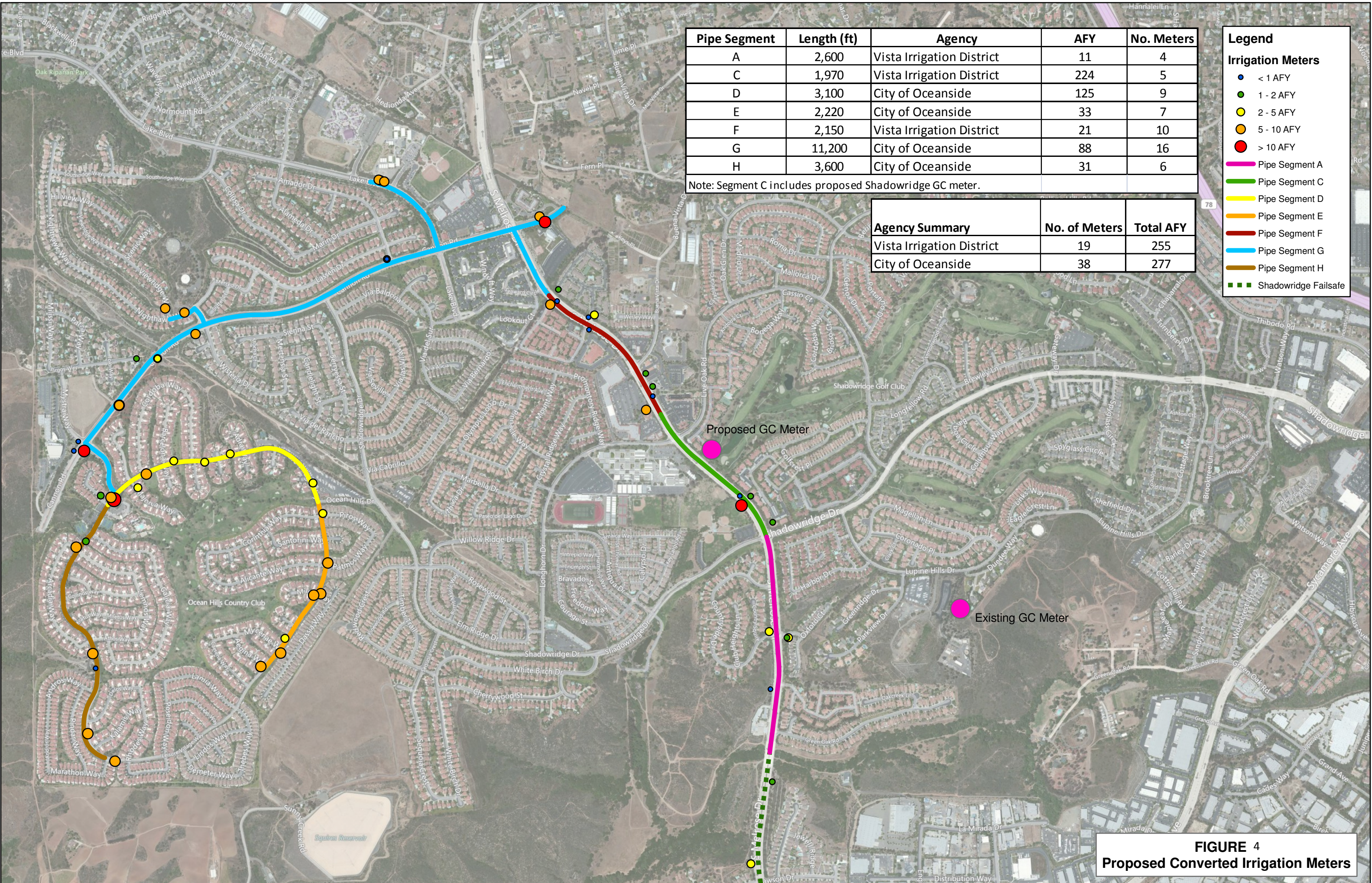
	Pipeline Section (Upstream to Downstream)	As-Built Date	Diameter	Material	Pressure Class
1-	Shadowridge WRP to Buena Pump Station site – in sewer easement	1981	16"	Ductile Iron	Class 50 (250 psi)
2-	Melrose Dr - Buena Pump Station site to Sycamore Ave	1989	14"	Ductile Iron	Class 50 (250 psi)
3-	Melrose Dr – Sycamore Ave to Faraday	1990	14"	PVC	C905 DR-25 (165 psi)
4-	Melrose Dr to Camino Vida Roble /Yarrow Dr – in sewer easement	1982	12"	AC(?)	unknown

Hydraulic System Analysis

A hydraulic analysis was conducted using the CMWD recycled water computer model to evaluate and size the proposed distribution system. Appendix A includes a summary of the analyses and assumed peaking criteria to deliver water to both golf courses and the total estimated 525 afy of average demand. A total of 57 meters were assumed converted to the recycled water system. The proposed VID irrigation meters can be served by a new 12-inch line in Melrose Drive extending from the existing Failsafe Pipeline northward to Shadowridge Golf Club. Oceanside irrigation meters will be primarily served from an 8-inch line in Cannon Road and then 4-inch and 6-inch pipelines within Leisure Village Way. Additional small diameter pipeline extensions may be required depending on the final connection location. Figure 4 illustrates the proposed recycled water system.

The proposed expansion of CMWD system to serve 525 afy of recycled water to VID and Oceanside is consistent with the CMWD Recycled Water Master Plan. Although the project area average annual demand is about 0.47 mgd (325 gpm), during peak summer demands, the peak hour irrigation demands will increase to 1500-1,800 gpm. This demand must be supplied by the Bressi PS, which currently has available capacity and would likely require operation of two of the larger booster pumps.

One of the benefits of adding the Shadowridge Golf Club is their ability to take recycled water nearly 24 hours a day because of an onsite storage pond. Many recycled water systems are operated over a more restrictive 10 pm-6 am irrigation period, and are sized accordingly. CMWD will have greater flexibility to serve recycled water during the daytime to the Shadowridge Golf Club to optimize CMWD system operations and improve water quality. We recommend close coordination with the Golf Club and pond refill rates, as CMWD may want to avoid some high peak energy period for the Bressi PS.



Pipe Segment	Length (ft)	Agency	AFY	No. Meters
A	2,600	Vista Irrigation District	11	4
C	1,970	Vista Irrigation District	224	5
D	3,100	City of Oceanside	125	9
E	2,220	City of Oceanside	33	7
F	2,150	Vista Irrigation District	21	10
G	11,200	City of Oceanside	88	16
H	3,600	City of Oceanside	31	6

Note: Segment C includes proposed Shadowridge GC meter.

Agency Summary	No. of Meters	Total AFY
Vista Irrigation District	19	255
City of Oceanside	38	277

Legend

Irrigation Meters

- < 1 AFY
- 1 - 2 AFY
- 2 - 5 AFY
- 5 - 10 AFY
- > 10 AFY

Pipe Segments

- Pipe Segment A
- Pipe Segment C
- Pipe Segment D
- Pipe Segment E
- Pipe Segment F
- Pipe Segment G
- Pipe Segment H
- - - Shadowridge Failsafe

FIGURE 4
Proposed Converted Irrigation Meters

Recycled Water Quality

Recycled water quality is dependent on the source water (potable water), types of wastewater discharge, and reclamation treatment processes, and will vary somewhat throughout the year. CMWD receives recycled water from three water reclamation plants (WRP): the CMWD WRF, Meadowlark WRF, and Gafner WRF. Under normal operating conditions, recycled water delivered from the CMWD 660 PZ is produced at the Meadowlark WRF.

The CMWD Recycled Water Master Plan provides a comparison of recycled water quality parameters with published guidelines for irrigation use. The report states that based on average historical water quality samples there are no parameters that fall in the severe restriction category. However, the use of recycled water may not be suitable for sensitive plant species. The Total Dissolved Solids (TDS) in recycled water from the Meadowlark WRF averaged 991 milligrams per liter (mg/L) based on samples taken from 1998 through September 2009. According to the VID 2011 water quality report, the average TDS of potable water ranged between 270 and 380 mg/L, depending on the water source.

The Shadowridge Golf Course was previously irrigated with recycled water for several years when the Shadowridge WRP was operational. Therefore, Golf Club staff should already be familiar with the operational challenges associated with recycled water use. The Ocean Hills Golf Course has always been irrigated with Oceanside imported water.

In the Carlsbad area, the Crossings at Carlsbad, Aviara Golf Club, and the La Costa South Golf Course are all irrigated with recycled water supplied from CMWD. The Crossings and Aviara were both designed for recycled water and have separate potable water irrigation systems for the greens and tees. The La Costa Golf Course is an older course that blends potable water with recycled water in their irrigation pond to decrease TDS concentrations. The La Costa South Course is supplied with recycled water from the Gafner WRP through a separate distribution system, and modifications to the golf course irrigation system are planned to supply potable water to the greens and tees in the future. It is noted that the quality of effluent from the Meadowlark WRF has a lower degree of irrigation use restriction than effluent from the Gafner WRP based on the water quality data provided in the CMWD Recycled Water Master Plan.

SUMMARY OF PROBABLE COSTS

An opinion of probable cost was developed for construction of a backbone recycled water system. Construction costs considered such impacts as traffic, paving replacement, and likely utility conflicts. Pipeline costs were based on average of \$25 per diameter inch of pipe, based on similar experiences cost in both Oceanside and VID. Proposed baseline construction costs only for the various pipeline segments serving the converted irrigation meters are summarized in Table 2.

In order to present an overall cost feasibility of the project, a preliminary financial analysis was conducted considering a pay-back period, engineering and construction management, user retrofits, and contingencies. Table 3 includes an estimate of the total project costs.

Table 4 presents an equivalent annual cost of water based on an assumed amortization of the total project capital costs and annual recycled water demand. This analysis does not include the cost of recycled water to be charged by CMWD. It is intended to show the approximate cost and benefit based on the project scope.

Table 2 Probable Costs for RW Pipeline Extension

Pipe Segment	Length (ft)	Demand	Diameter	\$/LF ¹	Cost
A	2,600	VID Irrigation (from Failsafe)	12	300	\$780,000
B	N/A				\$-
C	1,970	VID Irrigation (Melrose)	12	300	\$591,000
D	3,100	Ocean Hills Irrigation	6	150	\$465,000
E	2,220	Ocean Hills Irrigation	6	150	\$333,000
F	2,150	VID Irrigation (Melrose)	12	300	\$645,000
G	6,281	Ocean Terrace Irrigation	12	300	\$1,884,330
	729		8	200	\$145,800
	3,550		4	100	\$355,000
H	3,600	Ocean Hills Irrigation	4	100	\$360,000
Total	26,200				\$5,559,130

Notes:

1. Based on \$25 per diameter inch
2. Failsafe conversion in Melrose not included.
3. No soft costs included.
4. No retrofit costs included.

Table 3 Project Capital Costs

Description	Quantity	Unit Cost	Total Cost
Pipeline Construction (see Table 2)	26,200 LF	varies	\$5,559,130
Failsafe Conversion/Purchase	1 LS	\$100,000	\$100,000
Miscellaneous Connections/Retrofits	1 LS	\$300,000	\$300,000
CMWD Metering/Controls	1 LS	\$200,000	\$200,000
<i>Subtotal</i>			<i>\$6,159,130</i>
Design, Construction, Administration (20%)			\$1,231,826
<i>Subtotal</i>			<i>\$7,390,956</i>
Contingency (20%)			\$1,478,191
Total			\$8,869,147

Table 4 Equivalent Annual Cost and Unit Cost of Water

Total Project Capital Cost	Amortized Capital Cost (30 yr, <i>i</i> = 5%)	Total O&M Cost (\$/yr)	Total Equivalent Annual Cost	Annual Beneficial Reuse (AFY)	Unit Cost of Water Beneficially Reused (\$/AF)
\$8,869,130	\$530,100	\$106,000	\$636,100	532	\$1,200

Mr. Jason Dafforn
Mr. Brian Smith
August 19, 2014
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CONCLUSIONS

The proposed recycled water extension offers both agencies an opportunity to replace potable water irrigation at two golf courses in North County with recycled water and is consistent with the master plan by CMWD to increase water reuse outside of Carlsbad. The future cost and benefit will depend on refinement of the number users to be connected, potential retrofit costs, and more pipeline costs coupled with recycled water rates to be charged by CMWD.

We encourage continue discussion between all the agencies to further develop the project. Please do not hesitate to call me at 858.514.1042 with any questions.

Respectfully submitted,
Atkins

A handwritten signature in blue ink that reads "Mark B. Elliott".

Mark B. Elliott, PE
Project Director

APPENDIX A - HYDRAULIC SYSTEM ANALYSIS

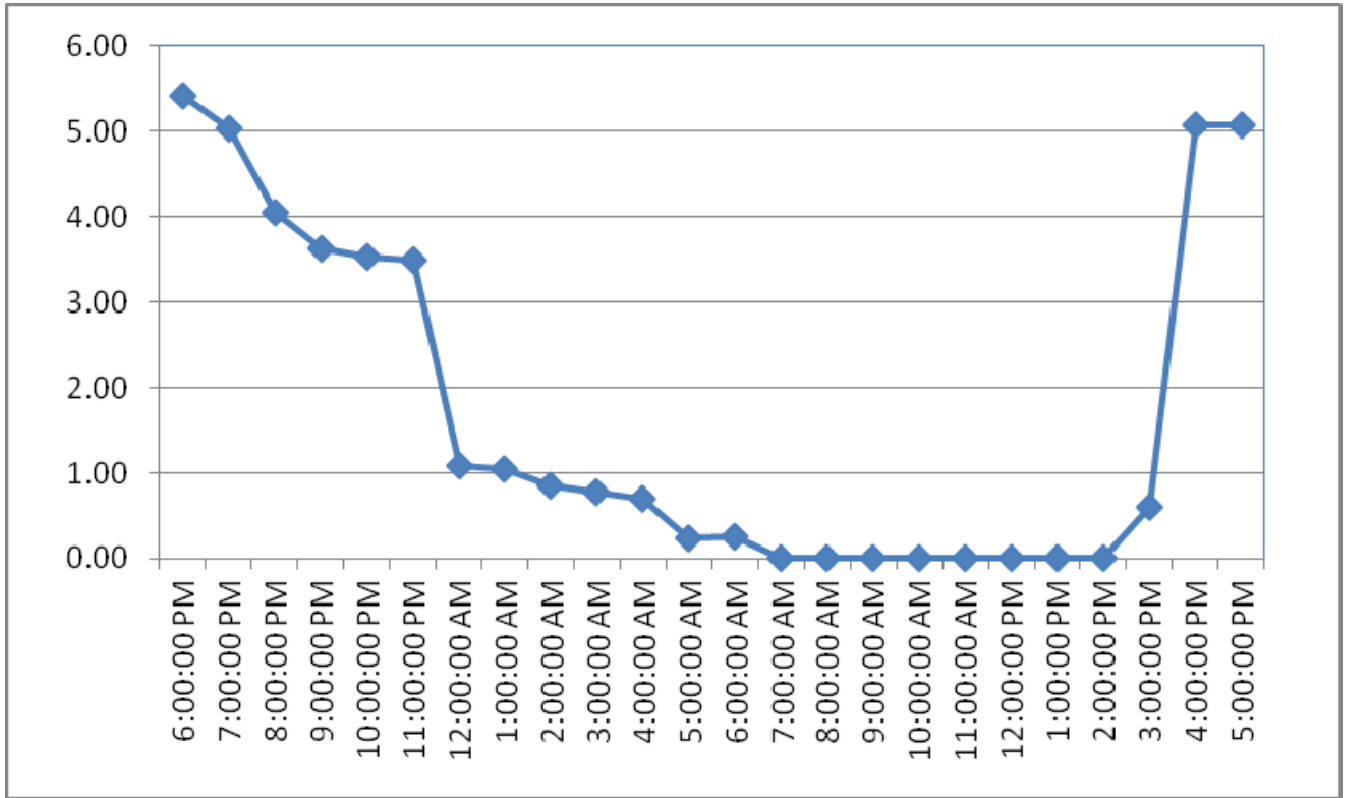
Junction Output Report

ID	Demand (gpm)	Elevation (ft)	Head (ft)	Pressure (psi)
C117	103.4	308	621.79	135.97
C121	70.37	319.88	627.01	133.08
C139	19.35	378.61	644.69	115.29
1108	0	308	622.77	136.39
1110	0	318	627.71	134.2
1112	0	390.75	644.73	110.05
1122	500	389	627.06	103.15
1278	0	338	663.98	141.25
1280	249.88	380.58	656.23	119.44
1284	129.69	398.62	645.3	106.89
1286	70.92	375.9	633.93	111.8
1288	0	359.91	642.36	122.39
1290	0	356.96	642.47	123.71
1292	0	318	627.51	134.11
1294	0	308	622.77	136.39
1706	35.06	419	675.73	111.24
1804	0	434	636.02	87.54
J5003	104	454	621.28	72.48
J5005	0	450	623.76	75.29
1276	0	386	684.98	129.55
J5007	69.3	385	652.7	115.99
J5009	40.53	486	637.16	65.5
J5011	96.25	398	623.54	97.73

Pipe Output Report

ID	From Node	To Node	Length (ft)	Diameter (in)	Roughness	Flow (gpm)	Velocity (ft/s)	Headloss (ft)	HL/1000 (ft/kft)
LAT076	C117	1108	121.83	4	130	-103.4	2.64	0.97	8
LAT077	C121	1110	178.06	4	130	-70.37	1.8	0.7	3.92
LAT078	C139	1112	132.52	4	130	-19.35	0.49	0.05	0.36
FUT059	1278	1280	1,528.60	12	130	1,453.70	4.12	7.75	5.07
FUT061	1280	J5007	989.83	12	130	1,203.82	3.41	3.54	3.57
FUT063	1286	1804	1,334.08	12	130	-771.18	2.19	2.09	1.57
FUT064	1288	1290	63.29	12	130	-811.71	2.3	0.11	1.72
FUT065	1290	1110	706.05	4	130	173.76	4.44	14.76	20.91
FUT066	1290	1112	917.42	12	130	-985.47	2.8	2.26	2.47
FUT067	1294	1108	683.77	4	130	0	0	0	0
FUT069	1286	1122	728.54	8	130	700.26	4.47	6.88	9.44
FUT332	1276	1706	3,699.68	14	130	1,488.76	3.1	9.25	2.5
FUT350	1706	1278	2,318.60	12	130	1,453.70	4.12	11.75	5.07
FUT065_2	1110	1292	24.81	4	130	103.4	2.64	0.2	8
FUT066_2	1112	1284	221.39	12	130	-1,004.83	2.85	0.57	2.56
FUT067_2	1108	1292	593.04	4	130	-103.4	2.64	4.74	8
FUT063_2	1804	J5009	727.21	12	130	-771.18	2.19	1.14	1.57
P2006	J5005	1122	2,941.68	6	130	-104	1.18	3.3	1.12
P2008	J5005	J5003	2,212.16	6	130	104	1.18	2.48	1.12
P2000	J1958	1276	2,392.96	14	130	1,488.76	3.1	5.98	2.5
P2010	J5007	1284	2,309.95	12	130	1,134.52	3.22	7.4	3.2
P2012	J5009	1288	3,017.71	12	130	-811.71	2.3	5.2	1.72
P2014	1122	J5011	3,616.95	6	130	96.25	1.09	3.51	0.97

Diurnal Curve





STAFF REPORT

Agenda Item: 9

Board Meeting Date: October 8, 2014
Prepared By: Phil Zamora
Reviewed By: Eldon Boone
Approved By: Roy Coox

SUBJECT: LABOR AGREEMENTS

RECOMMENDATION: That the Board:

1. Adopt a resolution covering wages, hours and terms and conditions of employment with California Teamsters Public, Professional and Medical Employees Union Local 911 for employees in the Non-Supervisory Unit for the calendar years 2015, 2016 and 2017.
2. Adopt a resolution covering wages, hours and terms and conditions of employment with confidential employees and management employees for the calendar years 2015, 2016 and 2017.

PRIOR BOARD ACTION: On November 2, 2011 the Board adopted resolutions approving labor agreements for the calendar years 2012, 2013 and 2014.

FISCAL IMPACT: These resolutions will increase the District's total annual cost of labor and benefits approximately \$277,000. Depending on the amount of any future changes in the San Diego Consumer Price Index (CPI), the total cost of labor and benefits could increase by additional amounts for calendar years 2016 and 2017. These resolutions reflect an agreement for salaries to adjust by ninety-five percent (95%) of the San Diego CPI in 2016 and 2017.

These resolutions also eliminate a separate labor agreement for the Vista Irrigation Supervisory Association (VISA) employee group and the meet and confer obligations required to negotiate a separate labor agreement for District supervisors. As a result there will be an additional long-term savings to the District arising from the time savings and legal costs associated with administering and negotiating the separate agreement.

SUMMARY: The District's negotiating team has been engaged in labor negotiations with the Teamster's Union and VISA since May 21, 2014, regarding labor proposals and District policies. The negotiating team also consulted with unrepresented (confidential and management) employees. Under Board direction, the negotiating team has arrived at tentative agreements with all groups of employees.

DETAILED REPORT: In accordance with direction from the Board, the District's negotiating team engaged in meet and confer sessions with the representatives of the Teamster's Union and VISA. At the same time the negotiators were concluding agreements with represented groups, they were collecting requests from unrepresented employees. While unrepresented employees do not engage in meet and confer, they have the right to make requests regarding terms and conditions of employment. The attached resolutions are the products of this process. These resolutions have been reviewed by labor counsel.

The District values its employees and continues to attempt to arrive at labor agreements that recognize the interests of the District ratepayers, management, and staff. In light of current concerns regarding the affordability and sustainability of fringe benefits such as pensions, retiree health care, and employee health insurance, the District has negotiated agreements with all of its employees which accomplish the following:

- Eliminates the existing VISA labor agreement and incorporates all supervisory employees into the unrepresented group and the resolution governing managers and executive managers.
- Continues to require all employees to pay the full cost of their pension contributions.
- Continues to require all employees to pay a portion of their health insurance costs.
- Continues to offer only the lowest cost PERS pension plan available (2% at 62 formula) for new employees.
- Continues the elimination of future retiree health benefits.

The economic changes included in the resolutions are as follows:

- A salary adjustment of two and nine tenths percent (2.9%) effective January 1, 2015. Future salary adjustments in 2016 and 2017 will be tied to ninety-five percent (95%) of the San Diego Consumer Price Index.
- Eliminates the \$500 excess grade level certification bonus for supervisory employees.
- Increases the reimbursement limit for required prescription safety glasses to \$200 every two years.

These resolutions also include language changes that enhance and clarify District administrative policy and procedures in the following areas:

- Procedural changes for overtime and night work.
- Provides bereavement leave for the verified death of an employee's grandchild or step-grandchild.
- Reorganizes the layout of existing policies within the body of the labor agreements.

ATTACHMENTS:

- Draft Resolution 14-XX for Teamsters with Memorandum of Agreement
- Draft Resolution 14-XX for confidential and management employee

RESOLUTION NO. 14-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
ESTABLISHING SALARIES, BENEFITS, AND OTHER EMPLOYMENT CONDITIONS
WITH CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION LOCAL 911 FOR EMPLOYEES
OF THE VISTA IRRIGATION DISTRICT
IN THE NON-SUPERVISORY UNIT
FOR THE CALENDAR YEARS 2015, 2016, AND 2017

WHEREAS, the Vista Irrigation District's negotiation team has been engaged in meet and confer labor negotiations since May 21, 2014, on proposals for 2015, 2016, and 2017 salaries and benefits as set forth in the form of a Memorandum of Agreement with California Teamsters Public, Professional and Medical Employees Union, Local 911 (Union); and

WHEREAS, the District has recognized the Union as representative of the employees in the Non-Supervisory Unit; and

WHEREAS, details of the negotiated agreement concerning salaries and benefits are set forth in the Memorandums of Agreement and the Personnel Policy Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby approve the Memorandum of Agreement (Exhibit "A") which itemizes salaries, benefits and employment conditions covering employees for the calendar years 2015, 2016, and 2017.

BE IT FURTHER RESOLVED that the Board of Directors has authorized execution of documents by the General Manager, Assistant General Manager, and Human Resources Manager.

PASSED AND ADOPTED by the Board of Directors this 8th day of October 2014, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Dorey, President

ATTEST:

Lisa Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

**EXHIBIT A
OF
RESOLUTION 14-**

FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

MEMORANDUM OF AGREEMENT

BETWEEN THE

VISTA IRRIGATION DISTRICT

AND

CALIFORNIA TEAMSTERS

PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION

LOCAL 911

FOR ALL DISTRICT EMPLOYEES

IN THE

NON-SUPERVISORY UNIT

OF VISTA IRRIGATION DISTRICT

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**MEMORANDUM OF AGREEMENT
JANUARY 1, 2015 THROUGH DECEMBER 31, 2017
BETWEEN THE
VISTA IRRIGATION DISTRICT
AND THE
CALIFORNIA TEAMSTERS
PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION
LOCAL 911
FOR ALL DISTRICT EMPLOYEES
IN THE
NON-SUPERVISORY UNIT**

This Memorandum of Agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Rules and Regulations for the Administration of Employer-Employee Relations of the Vista Irrigation District and is made by and between authorized representatives of the Vista Irrigation District (hereinafter referred to as "District") and the California Teamsters Public, Professional and Medical Employees Union, Local 911 (hereinafter referred to as "Union"). Whenever the masculine or feminine form of any word is used in this Memorandum of Agreement, it also includes the other gender unless the context clearly indicates a contrary intent.

It is understood and agreed that nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 1 - RECOGNITION AND AGENCY SHOP

The District recognizes the Union as the exclusively recognized employee organization representing those employees in the non-supervisory unit (as defined in the District's Personnel Policy Manual, including the Administration of Employer-Employee Relations Policy).

Pursuant to Government Code 3502.5, there exists an agency shop arrangement between the District and the Union. Accordingly, and pursuant to Government Code 3502.5(b), the Union shall indemnify and hold the District harmless against any liability arising from any claims, demands or other action relating to the District's compliance with the agency fee obligation.

ARTICLE 2 - IMPLEMENTATION

This Memorandum of Agreement constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors. It is agreed that this Memorandum of Agreement shall not be binding upon the parties either in whole or in part unless and until ratified by the Union's membership, and unless and until the District's Board of Directors acts, by majority vote, formally to approve this Memorandum of Agreement; appropriates the necessary funds required to implement the provisions of this Memorandum of Agreement which require funding; and takes any other action required.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall be effective upon approval by the Board of Directors, but in no event shall this Memorandum of Agreement become effective prior to 12:01 AM on January 1, 2015. This Agreement is for a period of three (3) years and shall terminate at 11:59 p.m. on December 31, 2017; except that it shall continue from year to year thereafter, unless and until either party fulfills the requirements of Article 4, Renegotiation.

ARTICLE 4 - RENEGOTIATION

In the event either party desires to negotiate a successor Agreement, such party shall serve upon the other by the month of September of the last year in the term of this Agreement, its written notice to commence negotiations, as well as its entire written proposal for a successor Agreement.

Negotiations shall begin no later than 30 days from the timely receipt by one party, of the other party's notice and initial proposals for a successor Agreement.

ARTICLE 5 - PEACEFUL PERFORMANCE OF DISTRICT SERVICE

Public employees may not strike if such action would result in danger to public health and safety. Prior to any strike by employees or any employee organization such employees or employee organization must give (10) calendar days notice to the General Manager.

The General Manager will then conduct an investigation to determine whether the proposed strike would result in danger to public health and safety. If the General Manager determines that the proposed strike would not result in danger to public health or safety, or fails to conclude an investigation within ten (10) calendar days, the strike will be considered as authorized. If the General Manager determines that the proposed strike would result in danger to public health and safety, any strike would be unauthorized. The General Manager shall make determination in writing which shall include the specific criteria and reasons for the determination. Such determination, however, may be appealed to the Board of Directors who will schedule a hearing with ten (10) days of the written appeal to review written arguments why a strike should be authorized. Any decision by the Board of Directors to not authorize a strike may be appealed to the court of competent jurisdiction.

ARTICLE 6 - NON-DISCRIMINATION

The District and the Union agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, gender, age, pregnancy, sexual orientation or any other classification which becomes protected by state or federal discrimination law.

The District and the Union further agree that employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or non-exercise of these rights.

ARTICLE 7 - DISABILITIES LAWS

The parties recognize that the District may be required to make accommodations in order to carry out its obligations under state and federal disability laws. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of disability laws.

The parties recognize that circumstances surrounding disability compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the District.

Actions taken by the District under this Article shall not be subject to the grievance procedure.

ARTICLE 8 - UNION SECURITY

8.1 Payroll Deductions for Dues or Other Approved Deductions and Indemnification

Pursuant to the Government Code 3502 agency shop arrangement between the District and the Union, unit members are required as a condition of continued employment on the 31st day of employment to either join the Union or to pay the Union a service fee in the amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. Said dues fees and/ or assessments shall be deducted from the unit members' compensation received on a bi-weekly pay period basis, and shall be remitted to the appropriate officer designated by the Union. A non-supervisory unit employee who fails to complete the authorization for payroll deduction form within two weeks of their 31st day of employment will be immediately subject to rejection from probation for failure to comply with the agency shop requested by the Union representing their bargaining unit. The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of Article 8.1 and Article 1.

8.2 Reasonable Time Off to Meet and Confer

An exclusively recognized employee union may select not more than four employee members of the union to attend scheduled meetings with the District Representative(s) on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the District General Manager may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee union shall submit the names of the employee representatives to the District General Manager at least five (5) days in advance of such meetings. Any such meeting is subject to scheduling by the District General Manager in a manner consistent with operating needs and work schedules of the District.

8.3 Use of Bulletin Boards

The District shall make available bulletin board space in two locations which shall be designated for the use of the Union. Bulletin boards shall only be used for the following notices:

1. Scheduled Union meetings, agendas and minutes.
2. Information on Union elections and the results thereof.
3. Information regarding Union social, recreational and related news bulletins.
4. Reports of official business of the Union.

Posted notices shall be in keeping with a positive employee relations atmosphere. All notices to be posted must be dated and signed by an authorized representative of the Union. The District's equipment, materials, supplies, or interoffice mail system shall not be used for the preparation, reproduction, or distribution of notices or Union material. Union notices and material shall not be prepared by employees while on duty.

8.4 Activities on District's Premises and Access

Membership meetings, organizing activities, membership campaigns, or dues collecting by the Union or their representatives on District premises or at work locations during business hours shall not be permitted. Authorized representatives of the Union shall be granted reasonable access to employee work locations to investigate matters relating to employer-employee relations only if such investigation cannot be conducted elsewhere, unless such access to given work locations would constitute a safety hazard or would interfere with the operations of the District. Access to work locations may be regulated by the District General Manager so as not to constitute a safety hazard or to interfere with operations of the District. Representatives of the Union shall not enter a work location without the consent of the District General Manager or his/her designee in his/her absence. The name of the authorized Union Representative is: Chester Mordasini, President/Business Representative.

8.5 Access to Personnel Files

An employee, or Union Representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. An employee shall be entitled to read any statement, written by the employee's

supervisor or management, on his/her work performance or conduct if such statement is to be filed. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 9 - DISCIPLINE

Formal disciplinary action includes suspension, demotion or discharge. If the employee protests the action, the District will, upon request of the employee, furnish the Union Representative with copies of the disciplinary documents.

9.1 Disciplinary Actions Subject to Notice and Hearing Procedures

Disciplinary Procedures for Regular Employees

9.1.1 Purpose

This section sets forth the procedure for all regular employees when subjected to suspension, demotion or discharge. These procedures do not apply to probationary employees who are at-will employees during their probationary period.

9.1.2 Acting Appointing Authority

Employees may be suspended, discharged or otherwise disciplined by the General Manager or anyone to whom he/she has delegated that authority. That person shall be referred to herein as the Acting Appointing Authority

9.1.3 Notice of Proposed Action

The Acting Appointing Authority shall consider the matter, and decide whether to proceed with discipline. If the Acting Appointing Authority decides to proceed, the Human Resources Manager or his/her designee shall mail or deliver to the employee or to the employee's residence a written notice of the Acting Appointing Authority's intention to suspend or dismiss. The statement shall be signed by the Acting Appointing Authority. This statement shall include:

1. The proposed disciplinary action and the date said action is proposed to become effective.

2. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made.
3. A time and date by which the employee may file a written response or set up a meeting to make an oral response.

Pre-disciplinary procedures are not required for suspensions of five days or less. For suspensions of five days or less, the notice procedures of Section 9.1.3 and the response and determination procedures of Sections 9.1.4 through 9.1.5 may be provided to the employee after the suspension within a reasonable time thereafter.

9.1.4 Response of Employee

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the Acting Appointing Authority for a reasonable period if the Acting Appointing Authority determines it is necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Acting Appointing Authority.

9.1.5 Oral Response

If the employee gives the notice described, the oral response of the employee shall be presented to the Acting Appointing Authority. The Acting Appointing Authority shall render a final decision. At the time of the employee's oral response the employee shall have the right to be represented by counsel, if desired, or by a representative of a recognized employee organization. The proceeding at which the oral response is presented may be recorded.

9.1.6 Determination by the Acting Appointing Authority

Upon expiration of the period of time set forth in the District's notice for response, or after a written or oral response is presented, whichever is later, the Acting Appointing Authority shall review the matter, including the response of the employee and his/her representatives. The Acting Appointing Authority shall make a decision whether to discharge or otherwise discipline the employee. The Acting Appointing Authority shall then issue the final disciplinary notice. It shall include:

1. The disciplinary action taken and the date it becomes effective.

2. The specific charges upon which such action has been taken and the reasons why such action is being taken.
3. A copy of all documents upon which the action is based.

9.1.7 If the Acting Appointing Authority Issues the Final Notice

The notice shall be personally served on the employee or shall be sent by mail to the employee's place of residence as shown in the records of the District.

9.1.8 Disqualification of General Manager

If the General Manager does not delegate appointing authority to a high ranking District manager or if the General Manager, in his/her own judgment, has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly appointing an uninvolved post disciplinary hearing officer, the General Manager shall so advise the Human Resources Manager and shall thereupon appoint another person to act on his/her behalf. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the General Manager.

9.1.9 Appeal of Decision of Acting Appointing Authority

An employee dissatisfied with the determination made by the Acting Appointing Authority pertaining to a suspension, demotion or discharge may follow applicable grievance or appeal procedure. For suspensions or discharge employees may choose to either have the matter reviewed via normal grievance procedures or request an appeal (hearing), but not both. That is, employees choosing to follow grievance procedures must file a written notice to the Human Resources Manager stating that they have irrevocably waived any right to an appeal hearing (evidentiary), or those employees requesting appeal (hearing) irrevocably waive any right to grieve when they fail to execute timely grievance documents. Requests for appeal shall be considered, provided that a written request for appeal (hearing in lieu of grievance) is filed with the Secretary of the District no later than 15 calendar days after the date of personal service or mailing of the notice of the Acting Appointing Authority's determination, whichever is sooner.

If a timely request for appeal hearing is filed with the Secretary of the District, the General Manager will make a decision about whether or not to review the issue further. Hearings will not be delayed unreasonably if the General Manager decides to review the issue.

9.1.10 Hearing Officer

If an appeal is filed in a timely manner, the General Manager shall appoint an uninvolved hearing officer (In cases of suspensions, the General Manager may appoint a District manager selected by the appellant from a list approved by the General Manager of at least three available, appropriate VID managers. In cases of dismissal, the General Manager may appoint a manager from another governmental employer selected by the appellant from a list approved by the General Manager of at least three available hearing officers). The General Manager or Hearing Officer may extend the time to schedule the hearing upon a determination of good cause. Nothing in this agreement precludes the General Manager from using these procedures for other matters that, in the opinion of the General Manager, merit a hearing, nor precludes the District from appointing an arbitrator or alternative hearing officer(s) as long as it is acceptable to the Union. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final.

9.1.11 Conduct of Hearing

Hearings shall be conducted in accordance with District procedures. A time for an appeal hearing shall be established which shall not be less than twenty (20) working days, nor more than forty-five (45) working days, unless this period is extended by the General Manager, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

All hearings shall be public; provided, however, that either party may request a private hearing via written request submitted at least five (5) days prior to the hearing date.

9.1.12 Status of Employee

During the period prior to the determination of the matter by the Acting Appointing Authority or the General Manager, the employee may continue in his/her duties, be placed on Administrative Leave or may be reassigned to other duties at the sole discretion of the Acting Appointing Authority or the General Manager.

9.1.13 Judicial Review

Judicial review of any decision of the District, or of any commission, advisory officer, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review

under Code of Civil Procedure section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.6.

ARTICLE 10 - GRIEVANCE

10.1 Steward

Union members may designate two stewards and one alternate steward to represent employees in the processing of grievances. Stewards and the alternate shall be released from their duties, with pay, for a full day to attend Union's annual grievance/steward training, when available. Grievances shall be subject to the following procedures:

1. When requested by an employee, the steward, with permission of his/her immediate supervisor, may investigate any alleged grievance in his/her assigned work area and assist in its preparation and presentation.
2. After notifying and receiving approval of his/her immediate supervisor, the steward shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the steward to leave his/her work unless circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
3. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise him of the nature of his/her business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
4. A steward's interview or discussions with an employee on District time will be handled expeditiously.

10.2 Grievance Procedure

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit to be involved in a grievance.

10.2.1 Definitions

A grievance is any complaint concerning the interpretation or application of this Memorandum of Agreement and/or Personnel Policy Manual which management has the ability to remedy and that the employee and his/her supervisor have not been able to resolve.

The term employee includes employees wherever applicable within this procedure.

10.2.2 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's grievance with him/her at a mutually satisfactory time.
2. An employee represented by the Union shall be encouraged by that representative to informally discuss his/her grievance with his/her immediate supervisor.

10.2.3 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.
5. Whenever applicable, the term "business days" means calendar days exclusive of Saturdays, Sunday, and legal holidays.

10.2.4 Employee Rights to Representation

1. The employee has the right to the assistance of an authorized Union Representative in the investigation, preparation and presentation of his/her written grievance. Either party has the right to require the grievant to be present at any formal grievance meeting.
2. A Union steward selected as a representative in a grievance shall be afforded all the rights, privileges and obligations ordinarily provided to employee representatives.
3. A grievance will normally be presented and processed on District time. In scheduling the time, place and duration of any grievance meeting, the employee, the steward and Management will give due considerations to all the participants' responsibilities in the essential operations of the District.

10.2.5 The Parties' Rights and Restrictions

1. The Union, when it represents an employee, will notify Management of the name of the Union Representative. Insofar as possible such information shall be provided by the Union prior to a scheduled formal grievance meeting.
2. Only authorized Union Representatives may be selected by an employee to represent him/her in grievance hearings.
3. The Union has the sole right of representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Agreement.

10.2.6 Informal Complaint

Step No. 1:

- a. Within five (5) business days from the occurrence of the matter on which a grievance is based, or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor or otherwise give notice of his/her complaint.
- b. Within two (2) business days from the day of the notice by or discussion with the employee, the immediate supervisor shall verbally give his/her decision to the employee on his/her complaint.

10.2.7 Formal Grievance

Step No. 1:

- a. Within three (3) business days from the receipt of the immediate supervisor's decision, the employee may appeal the supervisor's decision to the designated Management representative by filing a formal written grievance. The Management representative shall review and discuss the grievance with all parties concerned before reaching a decision.
- b. Three (3) copies of the grievance form shall be completed and signed by the employee, stating the nature of the grievance and the remedy requested. The employee shall submit two (2) copies to the Management representative and retain the third copy.
- c. Within five (5) business days from receipt of the grievance, the Management representative shall give a written decision to the employee or his/her Union Representative.

Step No. 2:

- a. Within three (3) business days from the receipt of the Management representative's decision, the employee may appeal the decision to the District General Manager using the original grievance form.
- b. Within ten (10) business days from the receipt of the employee's grievance, District General Manager or his/her designated representative, who has not been involved in the grievance at prior levels, shall make a thorough review of the grievance, meet with the parties concerned, and present a written decision to the employee or his/her Union Representative.

ARTICLE 11 - PAY

11.1 Salaries

11.1.1 Salary Range Adjustments Effective for Calendar Years 2015 through 2017

1. **2015:** For the first year of this contract effective January 1, 2015 salary ranges will be increased by two point nine percent (2.9%). .
2. **2016:** For the calendar year beginning January 1, 2016, salary ranges

will be adjusted by 95% of the San Diego Consumer Price Index CPI (CPI-U) for the 12 month period ending June 30, 2015 with a floor of zero.

3. **2017:** For the calendar year beginning January 1, 2017, salary ranges will be adjusted by 95% of the San Diego CPI (CPI-U) for the 12 month period ending June 30, 2016 with a floor of zero.

11.1.2 Deferred Compensation Pay

The District will match each employee's annual contributions in the District deferred compensation program according to the following schedule of District service:

- For employment commencing from the date of employment through the first nine years of service, the District will match each employee's contribution up to but not exceeding a maximum of \$250 per employee per year;
- For the calendar year in which the date of the employee's tenth year anniversary of employment occurs through the fourteenth year of employment, the District will match each employee's contributions up to but not exceeding a maximum of \$600 per employee per year;
- For the calendar year in which the date of the employee's fifteenth year anniversary of employment occurs and for service exceeding fifteen years, the District will match each employee's contributions up to but not exceeding a maximum of \$1,200 per employee per year.

District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred comp at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for purposes of determining maximum allowable contributions and shall be subject to all applicable laws.

11.1.3 Salary Range-Step System

A system of salary ranges with five steps has been established. A newly hired employee, unless given credit for specific prior experience, will

begin at Step A of the salary range assigned to his/her job description. At six months, he/she moves to Step B, at eighteen months to Step C, at thirty months to Step D, and at forty-two months to Step E. Salary Ranges will generally change only with cost-of-living increases.

Prior to advancing to the next highest step, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending advancement to the next step. An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be twelve (12) months from the date he/she entered his/her new step (e.g., employee on Step B is not recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be twelve (12) months from the date he/she entered Step C). The twelve (12) months required to advance to the next step shall include time on active duty not including unpaid leaves of absences (e.g., paid/unpaid FMLA, CFRA, or workers' compensation, etc.). Vacation, sick, holiday leave and Compensatory Time Off are considered time worked for this purpose.

11.2 Overtime and Night Work

Overtime is considered to be work performed in excess of forty (40) hours per payroll workweek, (as defined under Hours of Work). The forty hour requirement shall include hours of service, pre-approved vacation, paid holidays, compensatory time off and paid sick leave (flex hours [defined below] and all other paid leave is excluded from overtime calculations). Time begins when the employee reports and is fully ready to work at the District yard or job site (whichever occurs first) and ends when the employee leaves the District yard to return home.

Daily work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may request to modify his/her work schedule thereby avoiding overtime in the workweek. When agreed between employee and supervisor, extra hours worked (defined, for purposes of this article, as flex hours), may be adjusted hour-for-hour for time off within the employee's workweek. In general, overtime work shall be voluntary, except in the event of operational necessities.

Overtime work is compensated at the rate of one and one-half (1-1/2). It may be paid at one and one-half the employee's hourly rate, or it may be accumulated as compensatory time off (CTO) at one and one-half hour for every hour worked. The employee must designate on their timecard every pay period if they should be paid overtime or have the time added to their CTO accruals (bank).

Any employee who has accumulated CTO may sell back any amount once a year at an optional CTO sell back in July. In addition, once a year all CTO balances will be completely paid off. This obligatory pay off of all CTO will occur in November. Upon separation from District employment, all accrued CTO will be paid in a lump sum in accordance with applicable law.

An employee who is required to work an extended shift of more than 11 hours may be granted the following day off providing the following day is a regularly scheduled work day. The employee may elect to use time worked on the previous day (flex hours), vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose), compensatory time from the employees' accrued compensation time bank, or s/he may elect to take approved leave without pay.

If an employee works four (4) or more hours between midnight and 7:00 AM, of the next day, and if the employee goes home because s/he is too tired to work safely, the employee will be allowed to use sick leave, vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose) or compensatory time off from the employees' accrued compensation time bank, for the entire regularly scheduled shift that falls within an eight (8) hour or nine (9) or ten (10) hour period starting when the employee leaves the work site.

Safety Break. An employee required to work an irregular and temporary shift of six (6) hours or more, in which at least fifty (50) percent of the shift falls between the hours of 10 PM and 4 AM, is eligible for a paid safety break of thirty minutes. An employee required to work overtime or on an irregular and temporary shift of eight (8) hours or more, in which at least fifty (50) percent of the shift falls between the hours of 10 PM and 4 AM, is eligible for a paid safety break of sixty minutes. At the supervisor's discretion (or in the absence of a supervisor, the Duty Officer) the safety break may be taken at the end of the shift with the employee being paid as though s/he worked the additional (for purposes of overtime, the safety break shall be treated as time worked). When the safety break is taken at the end of an employee's shift, upon leaving District premises (or the job site, where applicable) the employee is dismissed from duty.

Unscheduled Night Work Premium. An employee, who is called back or works an unanticipated extended shift during the hours of midnight to six (6) a.m., will earn double-time pay (or compensatory time-off,) for the time actually worked during the hours of midnight to six (6) a.m. This premium may not be combined with Holiday Premium Pay or a Safety Break as described in this article.

Overtime Meal Reimbursement. Employees required to work overtime will be eligible for a reimbursement of up to \$11 for meal expenses incurred as a result of overtime work after every six (6) consecutive hours worked either during an extended day or when called in on overtime assignment. For employees working an extended day, these six hours shall be measured from the end of the employee's last meal. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$11.00. This provision applies equally seven days a week. This reimbursement will occur on the next business day.

The District agrees to maintain its current scheduling practices, in that shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary in the interest of efficient operations or for safety concerns to establish schedules departing from the normal workday or workweek, the District will give notice of such change to the individual as far in advance as is reasonably practical but a minimum of forty-eight (48) hours advance notice shall be required.

11.2.1 Overtime (Exempt Employees)

Overtime, standby, and out-of-class pay shall not apply to employees designated by the District as exempt (from the overtime provisions of the law) under the Fair Labor Standards Act.

11.3 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending the merit increase. When a merit increase is granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to one year from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

11.4 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Laborer to Construction Worker). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Evaluation, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in-grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase in six (6) months from the date of the promotion and yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the new range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

11.5 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages, with the employee ineligible for salary adjustments as described in Article 11. Any employee y-rated will remain y-rated until the salary range of the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

11.5.1 Reclassification of Job Description

A Reclassification of Job Description is defined as an existing position that is rewritten to include expanded or reduced duties and responsibilities.

When an employee's present job description is rewritten to expand duties and responsibilities, it may be reclassified to a higher salary range. When this occurs, the in-grade starting date for the employee does not change. The position moves to the new salary range and the employee advances through the steps of the new range based on his/her existing in-grade starting date.

When an employee's present job description is rewritten to reduce duties and responsibilities, an incumbent employee shall remain at his/her current pay rate even if the current pay rate is in excess of the top step for the reduced classification. Employees whose positions are reduced as a result of a reclassification shall remain at their current pay rate until such time as

that pay rate is met or exceeded by the rate of pay for the lower classification due to subsequent overall adjustments of all District salary ranges.

When a new non-supervisory classification is established or an existing one is substantially changed, the District will submit a description in writing and a proposed wage assignment to the union within 30 days. Management will assign wages using the District's classification methodology.

11.6 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

11.7 Callback Pay

When, because of unanticipated work requirements (there is an exception to the "unanticipated work requirement" that is described below for employees headquartered at Lake Henshaw), an employee is ordered to return to duty following the termination of his/her normal shift or workweek and after departure from his/her work location, he/she shall receive a minimum payment equivalent to two (2) hours of premium overtime pay. Callback pay may not be combined with Standby Pay.

Lake Henshaw Callback Pay

Employees headquartered at Lake Henshaw are eligible for Callback Pay when required to return to a worksite for anticipated or unanticipated work falling after a scheduled shift. Lake Henshaw Callback Pay events may not be stacked, combined or pyramided within a day or within the period falling between scheduled shifts on consecutive days.

11.8 Standby Pay

Weekdays: Employees, except the Duty Officer, required to stand by during weekdays (Monday through Friday), except legal holidays, shall be paid one (1) hour standby for each weekday assigned. If called for duty while standing by, they will be paid for time worked, plus one (1) hour standby.

Duty Officer: A Duty Officer required to standby during weekdays (Monday

through Friday), except legal holidays, shall be paid one (1) hour standby for each weekday assigned. If called for duty while standing by, the employee will be paid for time worked, plus the one (1) hour standby.

Weekends and Legal Holidays: Employees, except the Duty Officer, required to stand by during weekends (Saturday and Sunday) and legal holidays shall be paid two (2) hours standby. If called for duty while standing by, pay will include the two (2) hours standby plus actual hours worked.

Duty Officer: The Duty Officer required to stand by after regularly scheduled shifts on weekends (Saturday or Sunday) and legal holidays shall be paid two (2) hours standby for each day of the weekend or holiday assigned. If the Duty Officer is required to stand by a full twenty-four hour day on weekends (Saturday or Sunday) or legal holidays, then the Officer will be paid two (2) hours standby. If called for duty while standing by, pay will include the applicable standby plus the actual hours worked.

The following exception applies:

- Employees, except the Duty Officer, standing by after the regularly scheduled shift on weekends and holidays would receive one (1) hour standby for each of those days. If the employee is standing by for the full 24 hour period, then two (2) hours standby would be paid.
- Employees called back, but not required to stand by shall be paid actual hours worked (See Callback Pay). Standby assignments are posted in advance.
- Pagers, mobile phones or other remote devices shall be provided to each employee who is on standby duty. The employee shall report to the work site designated by the Duty Officer within 45 minutes. Employees on standby may not consume alcoholic beverages.

No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of the article or this agreement.

11.9 Out-of-Class Pay

Employees temporarily assigned to a higher job classification for the convenience of the District are eligible to receive five percent (5%) above their regular rate of pay. It is agreed that the District retains the sole right to make out-of-class assignments.

An employee who is temporarily assigned to a higher job classification for the convenience of the District is eligible to receive five percent (5%) above his/her regular rate of pay beginning with the next scheduled day after completion of eighty (80) consecutive hours of out of class work and continuing for the period such employee continues in the new assignment. An employee who receives a paid temporary assignment to a higher job classification for a period in excess of six (6) consecutive calendar months, shall be assigned to the higher position (provided there is no incumbent in said higher job classification).

Employees enrolled in the District's Apprenticeship Training Program and employees who are classified as overtime exempt in accordance with the requirements of the Fair Labor Standards Act (FLSA), shall not be entitled to out-of-class pay.

ARTICLE 12 - ATTENDANCE

12.1 Leave of Absence

A leave of absence, or leave without pay, up to but not to exceed ninety (90) days, may be granted for good cause at the discretion of the General Manager. Such leave would commence upon exhaustion of all vacation and compensatory time off accruals. Requests for leave of absence will be considered while weighing factors such as an employee's length of employment, the performance and work record, the reason for the request of a leave, and the position occupied by the employee. These factors will be weighed against concerns relating to the potential disruption that would occur if the leave is granted. A leave of absence in excess of ten (10) working days will change the employee's anniversary date by the amount of time absent. No benefits accumulate and no holidays are paid while the employee is on leave of absence without pay in excess of ten days. During the leave of absence in excess of ten days, the employee's health, dental, vision care, long-term disability, and life insurance will be continued by the District. Full payment of the premiums for these benefits for the period of absence will be the responsibility of the employee and funds must be deposited with the District for this purpose prior to the employee's commencement of leave without pay.

12.2 Court Appearances

An employee required to appear in court on a matter wherein the Vista Irrigation District is named principal shall be paid his/her normal rate of pay for all time involved with said court appearance.

12.3 Jury Duty Leave

District employees ordered to serve on jury duty are entitled to regular pay for up to two weeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or compensatory time off and the fee received from the court for serving on jury duty shall be retained by the employee. Employees on jury duty may be absent on paid District jury duty leave for up to eighty hours of jury service per calendar year. (An extension beyond the two week maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.) Jury service falling on a District holiday or on employee's regularly scheduled day off is not payable as jury duty.

During the period of jury duty service, employees are expected to report either to their assigned work at the District or to the court during working hours. For example, if an employee is required to report to court at 10:00 AM, he/she must report to work at the District at his/her regular starting time.

It is the responsibility of all employees on jury duty to advise their immediate supervisors of their jury schedule, which includes starting and ending times on a daily basis.

ARTICLE 13 - HOURS OF WORK

1. Work Day: The normal work day within a consecutive 24-hour period shall be eight (8) consecutive hours of work (shift) exclusive of a lunch period.
2. Work Night: The normal work night within a consecutive 24-hour period shall be eight (8) consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The FLSA workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek schedule shall begin at exactly four hours after the start of shift on Friday and shall consist of one-half (1/2) work day followed by two (2) consecutive days of rest followed by four and one-half (4 1/2) consecutive work days and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.

4. Employees are scheduled to work on regular work shifts (period of time in a work day), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular schedules (e.g., nine, ten, or other shifts in a work day). Such positions shall be designated by the General Manager, or his authorized representative. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from those in Paragraphs (1) and (4) above.
6. Employees working approved alternate, (e.g., "9/80" [nine hour] shifts or "4/10"[ten hour] shift schedules) are required to maintain at least 8 hour balances of compensatory time off (CTO) and/or vacation. These balances will be used to complete holiday time off, since all District holidays are eight hours. Hours of holiday time off in excess of eight hours will be made up by deducting the applicable hours from the employee's own vacation, flex or CTO hours (except when holidays fall on eight hour days for employees working 9/80 schedules).
7. Employees working approved alternate shifts in excess of eight hours with no CTO, vacation or flex hour balances revert to unpaid status during holidays. Employees on unpaid status for any period of a work day falling immediately before, during (including the ninth hour or tenth hours of) the holiday off, or immediately after a holiday, forfeit full holiday pay for the applicable holiday(s).
8. Employees working approved alternate shifts in excess of eight (8) hours may designate the use of vacation for the time off in excess of eight (8) hours that is necessary to complete the hours of a scheduled shift that falls on a District holiday. In the absence of a designation of vacation for this purpose, the hour(s) of holiday pay may be made up by CTO, or the time taken first from flex time balances earned in that payroll week.

ARTICLE 14 - LAYOFF AND REEMPLOYMENT

14.1 Authorization

The General Manager may layoff, without prejudice, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five (5) days after the receipt by the employee of a notice in writing of the proposed layoff action. The decision of the General Manager to lay off employees is not subject to appeal or is not subject to the grievance procedure.

14.2 Order of Layoff

Layoffs shall be by classification within each department. Within each classification, employees will be selected for layoff based on past performance and seniority.

When it becomes necessary because of lack of work, lack of funds or other reasons to reduce the number of employees within a given employee classification, the General Manager or designee will prepare a layoff list in the following order:

1. Temporary employees.
2. Probationary employees serving an original probationary period.
3. Employees whose current overall performance evaluation does not meet expectations.
4. Regular employees.

The General Manager reserves the right to deviate from this order whenever circumstances warrant.

14.3 Return to Former Class

In the event of a layoff, employees who have been promoted during their service with the District may bump back to the highest paid lower classification in their career series which they formerly held, if there is an employee in the lower classification with less seniority than the laid off employee.

14.4 Seniority Defined

For purposes of this provision, seniority shall be defined as the number of months of paid service since the employee's most recent hire date with the District. Layoff and reemployment will not result in a break in paid service.

14.5 Benefits Upon Reemployment

Upon reemployment by the District, an employee will accrue vacation at the accrual rate applicable if the employee had not been laid off, i.e., the rate at which he/she was accruing at the time of his/her layoff.

Any sick leave balances not paid off upon layoff will be reinstated at the time of reemployment. An employee upon reemployment may have sick leave which was paid off at the time of layoff reinstated at the employees' option by refunding to the District the cost equivalent to the sick leave paid off.

Employees upon reemployment would be eligible for benefits as if they were a new hire unless otherwise provided for by insurance eligibility provisions or state/federal regulations.

14.6 Order of Reemployment

Employees on a layoff reemployment list shall have preference over new hires for one year following layoff. Employees on a layoff reemployment list, for one year following layoff, shall be offered reemployment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

14.7 Notice of Reemployment

The District shall give the employee reasonable advanced notice of the opportunity for reemployment. Employees recalled to work shall return to work at the time specified by the District. Any laid off employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned.

ARTICLE 15 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

15.1 Tools, Supplies and Equipment

The District provides all tools, supplies and equipment necessary for the performance of job functions and duties, without cost to the employee, except for mechanics employed by the District who shall provide their own tools. All tools stolen or broken will be replaced by the District, unless such theft or breakage is the result of the gross negligence of the employee.

15.2 Clothing Allowances

15.2.1 Uniforms

The District pays one hundred (100%) percent of cost of uniform rental up to a maximum of eleven sets of uniforms and a jacket (to be worn during District work only) for all employees who normally wear such in the course of their employment. The District will pay for the cost of cleaning jackets.

An employee is eligible for this benefit after completion of thirty (30) days of his/her probationary period. In certain job descriptions, the District

retains the right to require uniforms for the purpose of identification. The employee is responsible for one hundred (100%) percent of costs for damages due to excessive wear and tear to the uniform and for lost and unreturned uniforms, based on the billing to the District by the uniform supplier. The District retains the right to select the uniform supplier.

15.2.2 Work Gloves

The District will furnish work gloves to all field personnel. When the gloves wear out, they must be turned in to the Inventory Control Clerk in order for a new pair to be issued at no cost to the employee. If the old gloves are not turned in, a new pair will not be issued.

15.2.3 Safety Shoes and Walking Shoes

The District will provide safety shoes for designated eligible employees. The District will provide appropriate walking shoes for Meter Readers (in addition to safety shoes). The Safety Manager will determine who is a designated eligible employee for safety shoes. Safety Shoes provided must meet the ASTM F2412 and F2413 safety standards.

It is expected that all designated employees will wear their safety shoes or District provided walking shoes while on the job. The Safety Manager will inspect the condition of employees' safety shoes (or walking shoes) from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary. Failure to replace worn out safety shoes may result in disciplinary action. Failure to have the safety shoes on will result in being sent home without pay to get the shoes. In the case of repeated offense, suspension may result. It is grounds for suspension or dismissal if an employee receives a toe injury and does not have his/her safety shoes on.

15.2.4 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382, these work conditions include job functions that may cause punctures, abrasions, contusions, or burns as a result of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANZI Z87.1 safety standards.

Upon approval from the Safety & Risk Manager, the District will reimburse up to the amount of \$200.00 for new or replacement safety eyewear every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for the safety eyewear up to \$200.00 in a two-year period. Care and maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 16 - BENEFITS

16.1 Leave Programs

16.1.1 Vacation

All regular employees shall earn leave and have it accrued for each hour of service or while absent for District holidays or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, military and court leave) as follows (leave accrual and the following calculations are based upon regular scheduled hours of work, not to exceed forty (40) hours per payroll week):

- Commencing with the date of employment through the first five years, one hundred and twenty (120) hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave);
- Commencing with the sixth year, up through and including the tenth year, one hundred and sixty (160) hours are accrued per year (accrued at the rate of 0.0770 hours per paid hour of service or leave);
- Commencing with the eleventh year, up through and including the fifteenth year, two hundred (200) hours per year are accrued (accrued at the rate of 0.0962 hours per paid hour of service or leave); and Commencing with the sixteenth year, the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
16	208 (0.1000 hours/paid hour)
17	216 (0.1039 hours/paid hour)
18	224 (0.10770 hours/paid hour)
19	232 (0.1116 hours/paid hour)
20	240 (0.1154 hours/paid hour)

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation during the last 12 months (if a week is taken off including compensatory time off, it will count toward this requirement);
2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually, in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.
4. An employee stops accruing vacation when his/her accrual/accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy. Vacation (or compensatory time off) requests for Friday's off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions can be made for vacations of at least one full calendar week (including the requested Friday off), and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

16.1.2 Resignations and Separation from District Service

Resignations or other notices of an employee's intent to leave District service (such as retirement notices) are considered final decisions after District acceptance and may not be rescinded without the written permission of the General Manager. Employees who resign or otherwise separate from District service are not eligible to take leave at the conclusion of District service (terminal leave), except in the case of approved family and medical leave granted in accordance with state or federal law, or for an approved sick leave absence. Employees who are otherwise absent at the conclusion of District service will have their paid leave approval revoked and be placed upon leave without pay back to the date of their last work day.

16.1.3 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if s/he deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six (6) months or less. Rehired employees with a break in service in excess of six (6) months will be treated as a new hire for all such purposes.

16.1.4 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of fifty-six (56) hours per year (accrued at the rate of 0.0270 hours per hour of service or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave] but not to exceed forty (40) hours per payroll week). Each request for sick leave shall be set forth on a leave request form. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, accrued compensatory time may be used and then accrued vacation for authorized sick leave.

Upon termination of employment for other than disciplinary reasons and with a minimum of two weeks' notice of termination (unless such notice requirement is waived by the General Manager), an employee will receive payment equal to twenty-five (25%) percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave. Upon retirement, and with a minimum of two weeks' notice of retirement (unless such notice is waived by the General Manager), an employee will receive payment equivalent to fifty (50%) percent of the accumulated hours of sick leave and have the remaining hours credited to PERS for service credit. Upon retirement, and with a minimum of two weeks' notice of retirement (unless such notice is waived by the General Manager), with twenty years or more of service with the District, an employee will receive payment equivalent to seventy-five (75%) percent of the accumulated hours of sick leave and have the remaining hours credited to PERS for service credit.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid one hundred (100%) percent of the excess hours during November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to the illness or incapacity of the employee or member of employee's immediate family, registered domestic partner or household.

16.2 Health Leave

Leave of absence without pay for up to one (1) year may be requested and granted to regular employees for the purpose of recovery from their own serious illness or injury. Health Leave shall run concurrently with Family and Medical Leave. District approval of leave may be contingent upon the receipt of acceptable written certification(s) issued from a health care provider.

An employee shall have the right to return to his/her former position if such leave is no longer than six (6) months and shall have the right to any available vacant position for which the employee is qualified if the leave is longer than six (6) months, but less than one (1) year.

Employees on approved health leave shall be responsible for the expense of health

benefit premiums after the period of Family and Medical Leave has been exhausted. Employees on health leave in excess of the period of Family and Medical Leave shall earn no benefits, including accrual of vacations, sick leave and holidays; and accrue no seniority.

No combination of leaves (paid or unpaid) may exceed twelve months in a consecutive eighteen (18) month period unless expressly required by law.

16.3 Insurance

16.3.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plans or any other such insurance coverages provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. This District shall retain complete discretion.

All employees will be required to pay through payroll deduction a portion of their health care premiums as follows:

1. **2015:** For the first year of this contract effective January 1, 2015, six hundred dollars (\$600.00) a year.
2. **2016:** For the second year of this contract effective January 1, 2016, six hundred dollars (\$600.00) a year.
3. **2017:** For the third year of this contract effective January 1, 2017, six hundred dollars (\$600.00) a year.

All employees will be required to participate in the District provided health care and they will not be allowed to “opt out” of the program or receive cash in lieu thereof.

16.3.2 Health Insurance

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for each employee and his/her eligible spouse and eligible dependents. For purposes of this article, married individuals (of the same or different sex) and registered domestic partners are considered to be spouses if they are registered with the state as domestic partners [as

defined under section 297 and 299.2 of the California Family Code] to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses based on the following criteria and conditions:

1. Eligibility is limited to employees who retire from the District on or after January 1, 2006, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.
2. Upon retirement, the retiree must have completed fifteen (15) years of service with the District.
3. An employee who retires from District service and meets the criteria in Sections 1 and 2 shall receive up to fifteen (15) years of District – provided retiree health coverage.
4. The years of coverage provided may be split between the retiree and the retiree’s eligible spouse if any.
5. The maximum number of years of eligibility for coverage for a retiree may not exceed ten years. The number of years of coverage for the spouse may not exceed the number of years of coverage for the retiree.
6. The District will provide coverage in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District’s contract for health insurance is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.

7. If permitted by the RHIP provider, retirees may select cash reimbursement in lieu of participation in the District's RHIP. This option will be made available to employees moving to a service area outside of the coverage of the RHIP. District reimbursement will be limited to the actual cost of the alternative health insurance, but not to exceed the cost of the retiree (and spouse, if applicable) premiums that would be paid if the retiree was a participant in the RHIP.
8. In order to participate in the RHIP, the retiree must have completed a minimum of fifteen years of service with the District, with a PERS retirement date no more than 120 days beyond the date of separation from District service, and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
9. It is mandatory that both retirees and their eligible spouses enroll in Medicare Parts A and B as they become age eligible. In addition, retirees and spouses who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
10. An eligible spouse for the purposes of retiree medical coverage is defined as a spouse who is married to (or is a registered domestic partner of) the employee as of one year prior to the date of his/her retirement and continuously thereafter.
11. Participation in the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the District, except for continuation of spousal benefits as described in Section 12 below.
12. At time of retirement, retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse. Allocated coverage for a spouse may not exceed the term of retiree medical coverage for the retiree. (District-paid coverage for a retiree may not exceed ten years, as described in Section 4.) In the event of a retiree's death, any remaining

allocation for the spouse will continue to be provided by the District, but will terminate upon remarriage. A divorced spouse (or former domestic partner) will not be eligible for any District-provided health benefits or for continuation of coverage under the RHIP.

13. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the employee's expense if the dependents live within the service areas defined by the plan provider and are acceptable to the plan provider.

14. If permitted by law and by the retiree health plan, a retiree or spouse (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouses, and/or dependents. Dependents may not continue coverage under the retiree health plan if the retiree and spouse are no longer eligible for continuation of coverage.

16.3.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

16.3.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

16.3.5 Disability Insurance

The District provides a policy for short and long-term disability which becomes effective 30 days after occurrence of disability.

16.3.6 State Disability Insurance

The District participants in the State Disability Insurance Program which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California. Employees may coordinate the use of their accrued leave balances (vacation, compensatory time, and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

16.3.7 Unemployment Insurance

The District provides Unemployment Insurance.

16.3.8 Life Insurance

The District provides a life insurance policy for each employee equal to two (2) year's salary.

16.4 Holidays

The District will grant thirteen (13) holidays during each year as follows:

HOLIDAY

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight (8) hours of vacation.

Holiday Premium Pay

An employee required to work on Thanksgiving, Christmas (December 25), or New Year's (January 1), will be entitled to double-time pay for all hours actually worked. Holiday Premium Pay cannot be combined with the Unscheduled Night Work Premium.

16.5 Pension Plan

The District is a member of the Public Employees' Retirement System of the State of California (PERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012, and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into the Public Employees' Retirement System to be credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012 will include the following provisions:

1. 3% @ 60 Formula for local miscellaneous members
2. One year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.
4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5%.

The pension plan will include the following provisions for all employees hired after January 1, 2012 and prior to January 1, 2013:

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013 pursuant to the Public Employees' Pension Reform Act of 2013 ("PEPRA"):

New (CalPERS) Members:

1. 2% @ 62 formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest and consecutive months).
3. Employee contribution rate of 6.25%.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS):

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

16.6 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five (5) days, to be absent from duty because of the verified death of the employee's parents, grandparents, step parents, parents-in-law, siblings, spouse (including registered domestic partners), children, stepchildren, grandchildren, step-grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

16.7 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 (thirty) days per fiscal year where appropriate under the Military and Veterans Code. The District follows both state and federal law regarding military leave.

16.8 Rest Periods

All District employees are entitled to two (2) fifteen (15) minute rest periods in each scheduled workday. Each four (4) hours of work time shall include a fifteen (15) minute rest period. Rest periods shall be taken on the day that they are earned and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when work-load permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

16.9 Employee Assistance Program

Vista Irrigation District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems which may affect job performance. Typical examples of the types

of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can require referral because of job performance. In this case, the employee will be given time during his/her regular working hours to attend the consultation.

Employees are assured that their present jobs and future opportunities will not be jeopardized solely as a consequence of their participation in this program, and any and all information regarding this matter will be held in strict confidence. The need for satisfactory job performance continues while participating in the program, and continued unsatisfactory job performance may result in disciplinary action or termination.

16.10 Fenced Parking

The District will provide fenced parking for employees.

ARTICLE 17 - APPRENTICESHIP TRAINING PROGRAM

The General Manager may establish Apprenticeship Training Programs for various positions within the District. Announcement containing the job definition, areas of instruction, eligibility standards, selection process, and length of each program shall be posted prior to start of each program. The length of each program, as determined by the General Manager, will vary according to the amount of non-consecutive work days required to learn or train for each position. All candidates selected for each program will receive his/her normal rate of pay and shall not be eligible for out-of-class pay during the training period.

ARTICLE 18 - PROBATIONARY EMPLOYEES

There is a probationary period for all employees hired by the Vista Irrigation District and for all District employees who are promoted or reclassified (with the exception of those who are reclassified within the same pay band and grade [e.g., A-1-1 through A-1-4, or B-2-1 through B-2-5]). Employees complete the probation period after working 2080 hours, exclusive of overtime and no period of absence, light duty, or modified duty due to

illness or injury, counts toward the completion of this probationary period. Any employee may be terminated at any time during this period and such termination is not subject to the grievance procedure or any appeal outlined in this Memorandum of Agreement. Regular employees who have previously passed a probation period, are subsequently promoted, and then are unsuccessful in completing the probation period (or if they are “bumped” from their promotional position by another employee with greater rights [see “Order of Layoff”]) will be returned to their previous position, if that position and classification still exist. If their previous position does not exist, the employee may be subject to layoff.

If an employee is hired to fill a position other than a temporary or part-time position, he/she will become eligible for certain benefits based on the individual contracts with the District. These are: the first of the month following hire for health insurance, vision care insurance, life insurance, long-term disability coverage, and dental insurance.

ARTICLE 19 - PROVISIONS OF LAW

This Memorandum of Agreement is subject to all current and future applicable federal, state and local laws. If any part or provision of the Memorandum of Agreement is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum of Agreement shall not be affected thereby.

ARTICLE 20 - MODIFICATION AND WAIVERS

1. No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District’s Board of Directors.
2. The waiver of any breach, term or condition of this Memorandum of Agreement by either party shall not constitute a precedent in the future enforcements of all its terms and provisions.

ARTICLE 21 - AUTHORIZED AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

1. District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757

2. The Union's principal agent shall be the Secretary-Treasurer or the duly authorized representative for the California Teamsters Public, Professional and Medical Employees Union, Local 911:

Raymond Whitmer
Secretary-Treasurer
California Teamsters Public,
Professional & Medical Employees Union, Local 911
9900 Flower Street,
Bellflower, CA 90706
(562) 595-4518

2015 through 2017

MEMORANDUM OF AGREEMENT

BETWEEN

TEAMSTERS LOCAL 911

AND VISTA IRRIGATION DISTRICT

FOR THE
CALIFORNIA TEAMSTERS
PUBLIC, PROFESSIONAL & MEDICAL
EMPLOYEES UNION, LOCAL 911:

FOR THE
VISTA IRRIGATION DISTRICT:

Chester Mordasini,
Negotiator, Teamsters

Eldon Boone,
Assistant General Manager

Ben Parks,
Negotiator, Union Member

Phil Zamora,
Human Resources Manager

Jeanette Bradshaw,
Negotiator, Union Member

Roy Coox,
General Manager

Chris Weatherwax
Negotiator, Union Member

Richard Howard,
Negotiator, Union Member

Date

Date

RESOLUTION NO. 14-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF VISTA IRRIGATION DISTRICT
ESTABLISHING SALARIES, BENEFITS AND OTHER
EMPLOYMENT CONDITIONS FOR CONFIDENTIAL AND MANAGEMENT
EMPLOYEES FOR THE
CALENDAR YEARS 2015, 2016, AND 2017

WHEREAS, the Vista Irrigation District's negotiation team has been engaged in meet and confer labor negotiations since May 21, 2014, on proposals for 2015, 2016, and 2017 salaries and benefits as set forth in the form of a Memorandum of Agreement with the represented employee units; and

WHEREAS, certain District employees are at this time Confidential, Supervisory, Management or Executive Management who are unrepresented, and have their salary and benefits set forth in Board Resolutions, and

WHEREAS, certain District employees are at this time Supervisors who are represented by the Vista Irrigation Supervisory Association (VISA) and these employees have elected to decertify their representation effective December 31, 2014, and are therefore now covered by this Resolution, and

WHEREAS, details of the agreement concerning salaries and benefits are set forth in Exhibits A and B of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District does hereby approve the attached Exhibits A and B which itemize salaries, benefits and employment conditions covering employees for the calendar years 2015, 2016, and 2017.

BE IT FURTHER RESOLVED that the Board of Directors has authorized execution of these documents by the General Manager, Assistant General Manager, and Human Resources Manager.

PASSED AND ADOPTED by the Board of Directors this 8th day of October 2014 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Paul Dorey, President

ATTEST:

Lisa Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

**EXHIBIT A
OF
RESOLUTION 14-**

OF THE BOARD OF DIRECTORS

OF VISTA IRRIGATION DISTRICT

ESTABLISHING SALARIES, BENEFITS AND OTHER
TERMS AND CONDITIONS OF EMPLOYMENT

FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

FOR

CONFIDENTIAL EMPLOYEES

OF VISTA IRRIGATION DISTRICT

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RESOLUTION

Whenever the masculine or feminine form of any work is used in this Resolution includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 1 - TERM

The terms set forth herein shall be effective on January 1, 2015, at 12:01 a.m. This Resolution is for a period of three (3) years and shall terminate at 12:00 midnight on December 31, 2017; except that it shall continue from year to year thereafter, unless the Board of Directors determines to amend it by Resolution.

ARTICLE 2 - NON-DISCRIMINATION

The provisions of this Resolution shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, gender, age, pregnancy, sexual orientation or any other classification which becomes protected by state or federal discrimination law.

ARTICLE 3 - ACCESS TO PERSONNEL FILES

An employee may inspect his/her personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. An employee shall be entitled to read any statement, written by the employee's supervisor or management, on his/her work performance or conduct if such statement is to be filed. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 4 - DISCIPLINE

Formal disciplinary action includes suspension, demotion, or discharge. If the employee protests the action, the District will, upon request of the employee, furnish the Board of Directors with copies of the disciplinary documents.

4.1 Disciplinary Actions Subject to Notice and Hearing Procedures

Disciplinary Procedures for Regular Employees

4.1.1 Purpose

This section sets forth the procedure for all regular employees when subjected to suspension, demotion or discharge. These procedures do not apply to probationary employees who are at-will employees during their probationary period.

4.1.2 Acting Appointing Authority

Employees may be suspended, discharged or otherwise disciplined by the General Manager or anyone to whom he/she has delegated that authority. That person shall be referred to herein as the Acting Appointing Authority.

4.1.3 Notice of Proposed Action

The Acting Appointing Authority shall consider the matter, and decide whether to proceed with discipline. If the Acting Appointing Authority decides to proceed, the Human Resources Manager or his/her designee shall mail or deliver to the employee or to the employee's residence a written notice of the Acting Appointing Authority's intention to suspend or dismiss. The statement shall be signed by the Acting Appointing Authority. This statement shall include:

1. The proposed disciplinary action and the date said action is proposed to become effective.
2. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made.
3. A time and date by which the employee may file a written response or set up a meeting to make an oral response.

Pre-disciplinary procedures are not required for suspensions of five days or less. For suspensions of five days or less, the notice procedures of Section 4.1.3 and the response and determination procedures of Sections 4.1.4 through 4.1.5 may be provided to the employee after the suspension within a reasonable time thereafter.

4.1.4 Response of Employee

The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the Acting Appointing Authority for a reasonable period if the Acting Appointing Authority determines it is necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Acting Appointing Authority.

4.1.5 Oral Response

If the employee gives the notice described, the oral response of the employee shall be presented to the Acting Appointing Authority. The Acting Appointing Authority shall render a final decision. At the time of the employee's oral response the employee shall have the right to be represented by counsel, if desired, or by a representative of a recognized employee organization. The proceeding at which the oral response is presented may be recorded.

4.1.6 Determination by the Acting Appointing Authority

Upon expiration of the period of time set forth in the District's notice for response, or after a written or oral response is presented, whichever is later, the Acting Appointing Authority shall review the matter, including the response of the employee and his/her representatives. The Acting Appointing Authority shall make a decision whether to discharge or otherwise discipline the employee. The Acting Appointing Authority shall then issue the final disciplinary notice. It shall include:

1. The disciplinary action taken and the date it becomes effective.
2. The specific charges upon which such action has been taken and the reasons why such action is being taken.
3. A copy of all documents upon which the action is based.

4.1.7 If the Acting Appointing Authority Issues the Final Notice

The notice shall be personally served on the employee or shall be sent by mail to the employee's place of residence as shown in the records of the District.

4.1.8 Disqualification of General Manager

If the General Manager does not delegate appointing authority to a high

ranking District manager or if the General Manager, in his/her own judgment, has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly appointing an uninvolved post disciplinary hearing officer, the General Manager shall so advise the Human Resources Manager and shall thereupon appoint another person to act on his/her behalf. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the General Manager.

4.1.9 Appeal of Decision of Acting Appointing Authority

An employee dissatisfied with the determination made by the Acting Appointing Authority pertaining to a suspension, demotion or discharge may follow applicable grievance or appeal procedure. For suspensions or discharge employees may choose to either have the matter reviewed via normal grievance procedures or request an appeal (hearing), but not both. That is, employees choosing to follow grievance procedures must file a written notice to the Human Resources Manager stating that they have irrevocably waived any right to an appeal hearing (evidentiary), or those employees requesting appeal (hearing) irrevocably waive any right to grieve when they fail to execute timely grievance documents. Requests for appeal shall be considered, provided that a written request for appeal (hearing in lieu of grievance) is filed with the Secretary of the District no later than 15 calendar days after the date of personal service or mailing of the notice of the Acting Appointing Authority's determination, whichever is sooner.

If a timely request for appeal hearing is filed with the Secretary of the District, the General Manager will make a decision about whether or not to review the issue further. Hearings will not be delayed unreasonably if the General Manager decides to review the issue.

4.1.10 Hearing Officer

If an appeal is filed in a timely manner, the General Manager shall appoint an uninvolved hearing officer (in cases of suspensions, the General Manager may appoint a District manager selected by the appellant from a list of approved by the General Manager of at least three available, appropriate VID managers. In cases of dismissal, the General Manager may appoint a manager from another governmental employer selected by the appellant from a list of approved by the General Manager of at least three available hearing officers). The General Manager or Hearing Officer may extend the time to schedule the hearing upon a determination of good

cause. Nothing in this agreement precludes the General Manager from using these procedures for other matters that, in the opinion of the General Manager, merit a hearing, nor precludes the District from appointing an arbitrator or alternative hearing officer(s) as long as it is acceptable to the Board. The General Manager may ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the General Manager shall be final.

4.1.11 Conduct of Hearing

Hearings shall be conducted in accordance with District procedures. A time for an appeal hearing shall be established which shall not be less than twenty (20) working days, nor more than forty-five (45) working days, unless this period is extended by the General Manager, from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

All hearings shall be public; provided, however, that either party may request a private hearing via written request submitted at least five (5) days prior to the hearing date.

4.1.12 Status of Employee

During the period prior to the determination of the matter by the Acting Appointing Authority of the General Manager, the employee may continue in his/her duties, be placed on Administrative Leave or may be reassigned to other duties at the sole discretion of the Acting Appointing Authority or the General Manager.

4.1.13 Judicial Review

Judicial review of any decision of the District, or of any commission, advisory officer, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedure section 1094.5, may be had pursuant to this section only if a petition for writ of mandate is filed in Superior Court within the time limits specified in Code of Civil Procedure section 1094.6.

ARTICLE 5 - GRIEVANCE

5.1 Employee's Representatives

The employee may designate a representative to represent him/her in the processing of grievances or may represent himself/herself subject to the following

procedures:

1. When requested by an employee, the representative, with permission of his/her immediate supervisor, may investigate any alleged grievance in his/her assigned work area and assist in its preparation and presentation.
2. After notifying and receiving approval of his/her immediate supervisor, a representative shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the representative to leave his/her work unless circumstances require refusal of such permission, in which case the immediate supervisor shall inform the representative of the reasons for the denial and establish an alternate time when the representative can reasonably be expected to be released from his/her work assignment.
3. When a representative desires to contact an employee, the representative shall first contact the immediate supervisor of that employee, advise her/him of the nature of his/her business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless circumstances prohibit the employee's availability, in which case the supervisor will notify the representative when he/she can reasonably expect to contact the employee.
4. A representative's interview or discussions with an employee on District time will be handled expeditiously.

5.2 Grievance Procedure

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit to be involved in a grievance.

5.2.1 Definitions

A grievance is any complaint concerning the interpretation or application of this Resolution and/or Personnel Policy Manual which management has the ability to remedy and that the employee and his/her supervisor have not been able to resolve.

The term employee includes employees wherever applicable within this procedure.

5.2.2 Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's grievance with her/him at a mutually satisfactory time.
2. An employee represented by a representative shall be encouraged by that representative to informally discuss his/her grievance with his/her immediate supervisor.

5.2.3 Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grant to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement
3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.
5. Whenever applicable, the term "business days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

5.2.4 Employee Rights to Representation

1. The employee has the right to the assistance of a representative in the investigation, preparation and presentation of his/her written grievance. Either party has the right to require the grievant to be present at any formal grievance meeting.
2. A representative in a grievance shall be afforded all the rights, privileges and obligations ordinarily provided to employee representatives.
3. A grievance will normally be presented and processed on District time. In scheduling time, place and duration of any grievance meeting the employee, the representative and Management will

give due consideration to all the participants' responsibilities in the essential operations of the District.

5.2.5 The Parties' Rights and Restrictions

1. The employee has the right to the assistance of a representative. Insofar as possible, such information shall be provided prior to a scheduled formal grievance meeting.
2. Only an authorized representative may represent the employee in grievance hearings.
3. Only the employee or his/her designated representative has the sole right of representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of the Resolution.

5.2.6 Informal Complaint

Step No. 1

- a. Within five (5) business days from the occurrence of the matter on which a grievance is based, or within five (5) business days from his/her knowledge of such occurrence, an employee may discuss his/her complaint in a meeting with his/her immediate supervisor or otherwise give notice of his/her complaint.
- b. Within two (2) business days from the day of the notice by or discussion with the employee, the immediate supervisor shall verbally give his/her decision to the employee on his/her complaint.

5.2.7 Formal Grievance

Step No. 1:

- a. Within three (3) business days from the receipt of the immediate supervisor's decision, the employee may appeal the supervisor's decision to the designated Management representative by filing a formal written grievance. The Management representative shall review and discuss the grievance with all parties concerned before reaching a decision.
- b. Three (3) copies of the grievance form shall be completed and signed by the employee, stating the nature of the grievance and the remedy requested. The employee shall submit two (2) copies to

the Management representative and retain the third copy.

- c. Within five (5) business days from receipt of the grievance, the Management representative shall give a written decision to the employee or his/her representative.

Step No. 2:

- a. Within three (3) business days from the receipt of the Management representative's decision, the employee may appeal the decision to the District General Manager using the original grievance form.
- b. Within ten (10) business days from the receipt of the employee's grievance, District General Manager or his/her designated representative, who has not been involved in the grievance at prior levels, shall make a thorough review of the grievance, meet with the parties concerned, and present a written decision to the employee or his/her representative.

ARTICLE 6 - PAY

6.1 Salaries

6.1.1 Salary Adjustments Effective for Calendar Years 2015 through 2017

1. **2015:** For the first year of this contract effective January 1, 2015 salary ranges will be increased by two point nine percent (2.9%). .
2. **2016:** For the calendar year beginning January 1, 2016, salary ranges will be adjusted by 95% of the San Diego Consumer Price Index (CPI-U) for the 12 month period ending June 30, 2015 with a floor of zero.
3. **2017:** For the calendar year beginning January 1, 2017, salary ranges will be adjusted by 95% of the San Diego CPI (CPI-U) for the 12 month period ending June 30, 2016 with a floor of zero.

6.1.2 Deferred Compensation Pay

The District will match each employee's annual contributions in the District deferred compensation program according to the following schedule of District service:

- For employment commencing from the date of employment

through the first nine years of service, the District will match each employee's contribution up to but not exceeding a maximum of \$250 per employee per year;

- For the calendar year in which the date of the employee's tenth year anniversary of employment occurs through the fourteenth year of employment, the District will match each employee's contributions up to but not exceeding a maximum of \$600 per employee per year;
- For the calendar year in which the date of the employee's fifteenth year anniversary of employment occurs and for service exceeding fifteen years, the District will match each employee's contributions up to but not exceeding a maximum of \$1,200 per employee per year.

District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred comp at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for purposes of determining maximum allowable contributions and shall be subject to all applicable laws.

6.1.3 Salary Range-Step System

A system of salary ranges with five steps has been established. A newly hired employee, unless given credit for specific prior experience, will begin at Step A of the salary range assigned to his/her job description. At six months, he/she moves to Step B, at eighteen months to Step C, at thirty months to Step D, and at forty-two months to Step E. Salary Ranges will generally change only with cost-of-living increases.

Prior to advancing to the next highest step, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending advancement to the next step. An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be twelve (12) months from the date he/she entered his/her new step (e.g., employee on Step B is not

recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be twelve (12) months from the date he/she entered Step C). The twelve (12) months required to advance to the next step shall include time on active duty not including unpaid leaves of absence (e.g. FMLA, CFRA, or workers' compensation, etc.) Vacation, sick, holiday leave and Compensatory Time Off are considered time worked for this purpose.

6.2 Overtime and Night Work

Overtime is considered to be work performed in excess of forty (40) hours per payroll workweek, (as defined under Hours of Work). The forty hour requirement shall include hours of service, pre-approved vacation, paid holidays, compensatory time off and paid sick leave (flex hours [defined below] and all other paid leave is excluded from overtime calculations). Time begins when the employee reports and is fully ready to work at the District yard or job site (whichever occurs first) and ends when the employee leaves the District yard to return home.

Daily work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may request to modify his/her/ work schedule thereby avoiding overtime in the workweek. When agreed between employee and supervisor, extra hours worked (defined, for purposes of this article, as flex hours), may be adjusted hour-for-hour for time off within the employee's workweek. In general, overtime work shall be voluntary, except in the event of operational necessities.

Overtime work is compensated at the rate of one and one-half (1-1/2). It may be paid at one and one-half the employee's hourly rate, or it may be accumulated as Compensatory Time Off (CTO) at one and one-half hour for every hour worked. The employee must designate on their timecard every pay period if they should be paid overtime or have the time added to their CTO accruals (bank).

Any employee who has accumulated CTO may sell back any amount once a year at an optional CTO sell back in July. In addition, once a year all CTO balances will be completely paid off. This obligatory pay off of all CTO will occur in November. Upon separation from District employment, all accrued CTO will be paid in a lump sum in accordance with applicable law.

An employee who is required to work an extended shift of more than 11 hours may be granted the following day off providing the following day is a regularly scheduled work day. The employee may elect to use time worked on the previous

day (flex hours), vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose), compensatory time from the employees' accrued compensation time bank or he/she may elect to take approved leave without pay.

If an employee works four (4) or more hours between midnight and 7:00 AM, of the next day, and if the employee goes home because he/she is too tired to work safely, the employee will be allowed to use sick leave, vacation (which is an exception to the ordinary notice requirement for vacation and is considered pre-approved for this purpose) or compensatory time off from the employees' accrued compensation time bank for the entire regularly scheduled shift that falls within an eight (8) hour or nine (9) or ten (10) hour period starting when the employee leaves the work site.

Safety Break. An employee required to work overtime or on an irregular and temporary shift of six (6) hours or more, in which at least fifty (50) percent of the shift falls between the hours of 10 PM and 4 AM, is eligible for a paid safety break of thirty minutes. An employee required to work overtime or on an irregular and temporary shift of eight (8) hours or more, in which at least fifty (50) percent of the shift falls between the hours of 10 PM and 4 AM, is eligible for a paid safety break of sixty minutes. At the supervisor's discretion (or in the absence of a supervisor, the Duty Officer) the safety break may be taken at the end of the shift with the employee being paid as though he/she worked the additional time (for purposes of overtime, the safety break shall be treated as time worked). When the safety break is taken at the end of an employee's shift, upon leaving District premises (or the job site, where applicable) the employee is dismissed from duty.

Unscheduled Night Work Premium. An employee, who is called back or works an unanticipated extended shift during the hours of midnight to six (6) a.m., will earn double-time pay (or compensatory time-off) for the time actually worked during the hours of midnight to six (6) a.m. This premium may not be combined with Holiday Premium Pay or a Safety Break as described in this article.

Overtime Meal Reimbursement. Employees required to work overtime will be eligible for a reimbursement of up to \$11 for meal expenses incurred as a result of overtime work after every six (6) consecutive hours worked during an extended day or when called in on overtime assignment. For employees working an extended day, these six hours shall be measured from the end of the employee's last meal. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$11.00. This provision applies

equally seven days a week. This reimbursement will occur on the next business day.

The District agrees to maintain its current scheduling practices, in that shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary in the interest of efficient operations or for safety concerns to establish schedules departing from the normal workday or workweek, the District will give notice of such change to the individual as far in advance as is reasonably practical but a minimum of forty-eight (48) hours advance notice shall be required.

6.2.1 Overtime (Exempt Employees)

Overtime, standby, and out-of-class pay shall not apply to employees designated by the District as exempt (from the overtime provisions of the law) under the Fair Labor Standards Act.

6.3 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending the merit increase. When a merit increase is granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to one year from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

6.4 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Accounting Technician to Payroll Specialist). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Evaluation, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in-grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase in six (6) months from the date of the promotion and

yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the new range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

6.5 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages, with the employee ineligible for salary adjustments as described in Article 6.1.3. Any employee y-rated will remain y-rated until the salary range of the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

6.6 Reclassification of Job Description

A Reclassification of Job Description is defined as an existing position that is rewritten to include expanded or reduced duties and responsibilities.

When an employee's present job description is rewritten to expand duties and responsibilities, it may be reclassified to a higher salary range. When this occurs, the in-grade starting date for the employee does not change. The position moves to the new salary range and the employee advances through the steps of the new range based on his/her existing in-grade starting date.

When an employee's present job description is rewritten to reduce duties and responsibilities, an incumbent employee shall remain at his/her current pay rate even if the current pay rate is in excess of the top step for the reduced classification. Employees whose positions are reduced as a result of a reclassification shall remain at their current pay rate until such time as that pay rate is met or exceeded by the rate of pay for the lower classification due to subsequent overall adjustments of all District salary ranges.

6.7 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

6.8 Callback Pay

When, because of unanticipated work requirements, an employee is ordered to return to duty following the termination of his/her normal shift or workweek and after departure from his/her work location, he/she shall receive a minimum payment equivalent to two (2) hours of premium overtime pay.

6.9 Standby Pay (Not Applicable)

6.10 Out-of-Class Pay

Employees temporarily assigned to a higher job classification for the convenience of the District are eligible to receive five percent (5%) above their regular rate of pay. It is agreed that the District retains the sole right to make out-of-class assignments.

An employee who is temporarily assigned to a higher job classification for the convenience of the District is eligible to receive five percent (5%) above his/her regular rate of pay beginning with the next scheduled day after completion of eighty (80) consecutive hours of out of class work and continuing for the period such employee continues in the new assignment. An employee who receives a paid temporary assignment to a higher job classification for a period in excess of six (6) consecutive calendar months, shall be assigned to the higher position (provided there is no incumbent in said higher job classification).

Employees enrolled in the District's Apprenticeship Training Program and employees who are classified as exempt in accordance with the requirements of the Fair Labor Standards Act (FLSA), shall not be entitled to out-of-class pay.

ARTICLE 7 - ATTENDANCE

7.1 Leave of Absence

A leave of absence, or leave without pay, up to but not to exceed ninety (90) days, may be granted for good cause at the discretion of the General Manager. Such leave would commence upon exhaustion of all vacation and compensatory time off accruals. Requests for leave of absence will be considered while weighing factors such as an employee's length of employment, the performance and work record, the reason for the request of a leave, and the position occupied by the employee. These factors will be weighed against concerns relating to the potential disruption that would occur if the leave is granted. A leave of absence in excess

of ten (10) working days will change the employee's anniversary date by the amount of time absent. No benefits accumulate and no holidays are paid while the employee is on leave of absence without pay in excess of ten days. During the leave of absence in excess of ten days, the employee's health, dental, vision care, long-term disability, and life insurance will be continued by the District. Full payment of the premiums for these benefits for the period of absence will be the responsibility of the employee and funds must be deposited with the District for this purpose prior to the employee's commencement of leave without pay.

7.2 Court Appearances

An employee required to appear in court on a matter wherein the Vista Irrigation District is named principal shall be paid his/her normal rate of pay for all time involved with said court appearance.

7.3 Jury Duty Leave

District employees ordered to serve on jury duty are entitled to regular pay for up to two weeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or compensatory time off and the fee received from the court for serving on jury duty shall be retained by the employee. Employees on jury duty may be absent on paid District jury duty leave for up to eighty hours of jury service per calendar year. (An extension beyond the two week maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.) Jury service falling on a District holiday or on employee's regularly scheduled day off is not payable as jury duty.

During the period of jury duty service, employees are expected to report either to their assigned work at the District or to the court during working hours. For example, if an employee is required to report to court at 10:00 AM, he/she must report to work at the District at his/her regular starting time.

It is the responsibility of all employees on jury duty to advise their immediate supervisors of their jury schedule, which includes starting and ending times on a daily basis.

ARTICLE 8 - HOURS OF WORK

1. Work Day: The normal work day within a consecutive 24-hour period shall be

eight (8) consecutive hours of work (shift) exclusive of a lunch period.

2. Work Night: The normal work night within a consecutive 24-hour period shall be eight (8) consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The FLSA workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek shall begin at exactly four hours after the start of shift on Friday and shall consist of one-half (1/2) work day followed by two (2) consecutive days of rest followed by four and one-half (4 1/2) consecutive work days and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.
4. Employees are scheduled to work on regular work shifts (period of time in a work day), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular schedules (e.g., nine, ten, or other shifts in a work day). Such positions shall be designated by the General Manager, or his/her authorized representative. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from those in Paragraphs (1) and (4) above.
6. Employees working approved alternate, (e.g., "9/80" [nine hour] shifts or "4/10"[ten hour] shift schedules) are required to maintain at least 8 hour balances of compensatory time off (CTO) and/or vacation. These balances will be used to complete holiday time off, since all District holidays are eight hours. Hours of holiday time off in excess of eight hours will be made up by deducting the applicable hours from the employee's own vacation, flex or CTO hours (except when holidays fall on eight hour days for employees working 9/80 schedules).
7. Employees working approved alternate shifts in excess of eight hours with no CTO, vacation or flex hour balances revert to unpaid status during holidays. Employees on unpaid status for any period of a work day falling immediately before, during (including the ninth hour or tenth hours of) the holiday off, or immediately after a holiday, forfeit full holiday pay for the applicable holiday(s).
8. Employees working approved alternate shifts in excess of eight (8) hours may designate the use of vacation for the time off in excess of eight (8) hours that is

necessary to complete the hours of a scheduled shift that falls on a District holiday. In the absence of a designation of vacation for this purpose, the hour(s) of holiday pay may be made up by CTO or the time taken first from flex time balances earned in that payroll week.

ARTICLE 9 - LAYOFF AND REEMPLOYMENT

9.1 Authorization

The General Manager may layoff, without prejudice, any employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five (5) days after the receipt by the employee of a notice in writing of the proposed layoff action. The decision of the General Manager to layoff employees is not subject to appeal or is not subject to the grievance procedure.

9.2 Order of Layoff

Layoffs shall be by classification within each department. Within each classification, employees will be selected for layoff based on past performance and seniority.

When it becomes necessary because of lack of work, lack of funds or other reasons to reduce the number of employees within a given employee classification, the General Manager or designee will prepare a layoff list in the following order:

1. Temporary employees.
2. Probationary employees serving an original probationary period.
3. Employees whose current overall performance evaluation does not meet expectations.
4. Regular employees.

The General Manager reserves the right to deviate from this order whenever circumstances warrant.

9.3 Return to Former Class

In the event of a layoff, employees who have been promoted during their service with the District may bump back to the highest paid lower classification in their career series which they formerly held, if there is an employee in the lower

classification with less seniority than the laid off employee.

9.4 Seniority Defined

For purposes of this provision, seniority shall be defined as the number of months of paid service since the employee's most recent hire date with the District. Layoff and reemployment will not result in a break in paid service.

9.5 Benefits Upon Reemployment

Upon reemployment by the District, an employee will accrue vacation at the accrual rate applicable if the employee had not been laid off, i.e., the rate at which he/she was accruing at the time of his/her layoff.

Any sick leave balances not paid off upon layoff will be reinstated at the time of reemployment. An employee upon reemployment may have sick leave which was paid off at the time of layoff reinstated at the employees' option by refunding to the District the cost equivalent to the sick leave paid off.

Employees upon reemployment would be eligible for benefits as if they were a new hire unless otherwise provided for by insurance eligibility provisions or state/federal regulations.

9.6 Order of Reemployment

Employees on a layoff reemployment list shall have preference over new hires for one year following layoff. Employees on a layoff reemployment list, for one year following layoff, shall be offered reemployment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

9.7 Notice of Reemployment

The District shall give the employee reasonable advanced notice of the opportunity for reemployment. Employees recalled to work shall return to work at the time specified by the District. Any laid off employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned.

ARTICLE 10 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

10.1 Tools, Supplies and Equipment

The District provides all tools, supplies and equipment necessary for the performance of job functions and duties, without cost to the employee. All tools and/or equipment stolen or broken will be replaced by the District, unless such theft or breakage is the result of the gross negligence of the employee.

10.2 Safety Shoes

The District will provide safety shoes for designated eligible employees. The Safety Manager will determine who is a designated eligible employee. Shoes provided must meet the ANSI Z41.1 or Z41.2 safety standards.

It is expected that all designated employees will wear their safety shoes while on the job. The Safety Manager will inspect the condition of employees' safety shoes from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary. Failure to replace worn out safety shoes may result in disciplinary action. Failure to have the safety shoes on will result in being sent home without pay to get the shoes. In the case of repeated offense, suspension may result. It is grounds for suspension or dismissal if an employee receives a toe injury and does not have his/her safety shoes on.

10.3 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382 these work conditions include job functions that may cause punctures, abrasions, contusions, or burns as a result of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANZI Z87.1 safety standards.

Upon approval from the Safety & Risk Manager, the District will reimburse up to the amount of \$200.00 for new or replacement safety eyewear every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for the safety eyewear up to \$200.00 in a two-year period. Care and

maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 11 - BENEFITS

11.1 Leave Programs

11.1.1 Vacation

All regular employees shall earn leave and have it accrued for each hour of service or while absent for District holidays or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, military and court leave) as follows (leave accrual and the following calculations are based upon regular scheduled hours of work, not to exceed forty (40) hours per payroll week):

- Commencing with the date of employment through the first five years, one hundred and twenty (120) hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave);
- Commencing with the sixth year, up through and including the tenth year, one hundred and sixty (160) hours are accrued per year (accrued at the rate of 0.0770 hours per paid hour of service or leave);
- Commencing with the eleventh year, up through and including the fifteenth year, two hundred (200) hours per year are accrued (accrued at the rate of 0.0962 hours per paid hour of service or leave);
- and Commencing with the sixteenth year, the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
16	208 (0.1000 hours/paid hour)
17	216 (0.1039 hours/paid hour)
18	224 (0.10770 hours/paid hour)
19	232 (0.1116 hours/paid hour)
20	240 (0.1154 hours/paid hour)

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation during the last 12 months (if a week is taken off including compensatory time off, it will count toward this requirement);
2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually, in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.
4. An employee stops accruing vacation when his/her accrual/accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy (which ordinarily requires two weeks written notice on the proper form). Vacation (or compensatory time off) requests for Friday's off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions can be made for vacations of at least one full calendar week (including the requested Friday off), and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

11.1.2 Resignations and Separation from District Service

Resignations or other notices of an employee's intent to leave District service (such as retirement notices) are considered final decisions after District acceptance and may not be rescinded without the written permission of the General Manager. Employees who resign or otherwise separate from District service are not eligible to take leave at the conclusion of District service (terminal leave), except in the case of approved family and medical leave granted in accordance with state or

federal law, or for an approved sick leave absence. Employees who are otherwise absent at the conclusion of District service will have their paid leave approval revoked and be placed upon leave without pay back to the date of their last work day.

11.1.3 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if s/he deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six (6) months or less. Rehired employees with a break in service in excess of six (6) months will be treated as a new hire for all such purposes.

11.1.4 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of fifty-six (56) hours per year (accrued at the rate of 0.0270 hours per hour of service or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave] but not to exceed forty (40) hours per payroll week). Each request for sick leave shall be set forth on a leave request form. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, accrued compensatory time may be used and then accrued vacation for authorized sick leave.

Upon termination of employment for other than disciplinary reasons, and with a minimum of two weeks' notice of termination (unless such notice requirement is waived by the General Manager) an employee will receive payment equal to twenty-five (25%) percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave. Upon retirement, an employee will receive payment equivalent to fifty

(50%) percent of the accumulated hours of sick leave and have the remaining hours credited to PERS for service credit. Upon retirement, with twenty years or more of service with the District, an employee will receive payment equivalent to seventy-five (75%) percent of the accumulated hours of sick leave and have the remaining hours credited to PERS for service credit.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid one hundred (100%) percent of the excess hours during November. The sale of available qualifying hours shall occur annually during November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to the illness or incapacity of the employee or member of employee's immediate family, registered domestic partner or household.

11.2 Health Leave

Leave of absence without pay for up to one (1) year may be requested and granted to regular employees for the purpose of recovery from their own serious illness or injury. Health Leave shall run concurrently with Family and Medical Leave. District approval of leave may be contingent upon the receipt of acceptable written certification(s) issued from a health care provider.

An employee shall have the right to return to his/her former position if such leave is no longer than six (6) months and shall have the right to any available vacant position for which the employee is qualified if the leave is longer than six (6) months, but less than one (1) year.

Employees on approved health leave shall be responsible for the expense of health benefit premiums after the period of Family and Medical Leave has been exhausted. Employees on health leave in excess of the period of Family and Medical Leave shall earn no benefits, including accrual of vacations, sick leave and holidays; and accrue no seniority.

No combination of leaves (paid or unpaid) may exceed twelve months in a consecutive eighteen (18) month period unless expressly required by law.

11.3 Insurance

11.3.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plans or any other such insurance coverages provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. This District shall retain complete discretion.

All employees will be required to pay through payroll deduction a portion of their health care premiums beginning on as follows:

1. **2015:** For the first year of this contract effective January 1, 2015, six hundred dollars (\$600.00) a year.
2. **2016:** For the second year of this contract effective January 1, 2016, six hundred dollars (\$600.00) a year.
3. **2017:** For the third year of this contract effective January 1, 2017, six hundred dollars (\$600.00) a year.

All employees will be required to participate in the District provided health care and they will not be allowed to “opt out” of the program or receive cash in lieu thereof.

11.3.2 Health Insurance

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for the each employee and his/her eligible spouse and eligible dependents. For purposes of this article, domestic partners, if registered with the state as domestic partners (as defined under section 297 and 299.2 of the California Family code) have the same coverage as spouses to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses based on the following criteria and conditions:

1. Eligibility is limited to employees who retire from the District on or after January 1, 2009, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.
2. Upon retirement, the retiree must have completed fifteen (15) years of service with the District.
3. An employee who retires from District service and meets the criteria in Sections 1 and 2 shall receive up to fifteen (15) years of District – provided retiree health coverage.
4. The years of coverage provided may be split between the retiree and the retiree’s eligible spouse if any.
5. The maximum number of years of eligibility for coverage for a retiree may not exceed ten years. The number of years of coverage for the spouse may not exceed the number of years of coverage for the retiree.
6. The District will provide coverage in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District’s contract for health insurance plan is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.
7. If permitted by the RHIP provider, retirees may select cash reimbursement in lieu of participation in the District’s RHIP. This option will be made available to retirees moving to a service area outside of the coverage of the RHIP. District reimbursement will be limited to the actual cost of the alternative health insurance, but not to exceed the cost of the retiree (and spouse, if applicable) that would be paid if the retiree was a participant in the RHIP.

8. In order to participate in the RHIP, the retiree must have completed a minimum of fifteen years of service with the District, with a PERS retirement date no more than 120 days beyond the date of separation from District service, and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
9. It is mandatory that both retirees and their eligible spouses enroll in Medicare Parts A and B as they become age eligible. In addition, retirees and spouses who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
10. An eligible spouse for the purposes of retiree medical coverage is defined as a spouse who is married to (or is a registered domestic partner of the employee/retiree) as of one year prior to the date of his/her retirement and continuously thereafter.
11. Participation the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the District, except for continuation of spousal benefits as described in Section 11 below.
12. At time of retirement, retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse. Allocated coverage for a spouse may not exceed the term of retiree medical coverage for the retiree. (District-paid coverage for a retiree may not exceed ten years, as described in Section 4). In the event of a retiree's death, any remaining allocation for the spouse will continue to be provided by the District, but will terminate upon remarriage. A divorced spouse (or former domestic partner) will not be eligible for any District-provided health benefits or for continuation of coverage under the RHIP.
13. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the retiree's expense if the

dependents live within the service areas defined by the plan provider and if dependents are accepted by the plan provider.

14. If permitted by law and by the retiree health plan, a retiree or spouse (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouses, and/or dependents. Dependents may not continue coverage under the retiree health plan if the retiree and spouse are no longer eligible for continuation of coverage.

11.3.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

11.3.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

11.3.5 Disability Insurance

The District provides a policy for short and long-term disability which becomes effective 30 days after occurrence of disability.

11.3.6 State Disability Insurance

The District participates in the State Disability Insurance Program which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California. Employees may coordinate the use of their accrued leave balances (vacation, compensatory time and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

11.3.7 Unemployment Insurance

The District provides Unemployment Insurance.

11.3.8 Life Insurance

The District provides a life insurance policy for each employee equal to two (2) year's salary.

11.4 Holidays

The District will grant thirteen (13) holidays during each year as follows:

HOLIDAY

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight (8) hours of vacation.

11.5 Holiday Premium Pay

An employee required to work on Thanksgiving, Christmas Day (December 25), or New Year's (January 1), will be entitled to double-time pay for all hours actually worked. Holiday Premium Pay cannot be combined with the Unscheduled Night Work Premium.

11.6 Pension Plan

The District is a member of the Public Employee's Retirement System of the State of California (PERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012 and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into the Public Employees' Retirement System to be

credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012 will include the following provisions:

1. 3% @ 60 Formula for local miscellaneous members.
2. One year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.
4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5%.

The pension plan will include the following provision for all employees hired after January 1, 2012 and prior to January 1, 2013:

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013 pursuant to the Public Employees' Pension Reform Act of 2013 ("PEPRA"):

New (CalPERS) Members:

1. 2% @ 62 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest and consecutive months).
3. Employee contribution rate of 6.25%.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS)::

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

11.7 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five (5) days, to be absent from duty because of the verified death of the employee's parents, grandparents, step parents, parents-in-law, siblings, spouse, (including registered domestic partners) children, stepchildren, grandchildren or step-grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

11.8 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 days per fiscal year where appropriate under the Military and Veterans Code. The District follows both the state and federal law regarding military leave.

11.9 Rest Periods

All District employees are entitled to two (2) fifteen (15) minute rest periods in each scheduled workday. Each four (4) hours of work time shall include a fifteen (15) minute rest period. Rest periods shall be taken on the day that they are earned and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when work-load permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

11.10 Employee Assistance Program

Vista Irrigation District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems which may affect job performance. Typical examples of the types of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can require referral because of job performance. In this case, the employee will be given time during his/her regular working hours to attend the consultation.

Employees are assured that their present jobs and future opportunities will not be jeopardized solely as a consequence of their participation in this program, and any and all information regarding this matter will be held in strict confidence. The need for satisfactory job performance continues while participating in the program, and continued unsatisfactory job performance may result in disciplinary action or termination.

11.11 Fenced Parking

The District will provide fenced parking for all employees.

ARTICLE 12 - APPRENTICESHIP TRAINING PROGRAM

The General Manager may establish Apprenticeship Training Programs for various positions within the District. Announcement containing the job definition, areas of instruction, eligibility standards, selection process, and length of each program shall be posted prior to start of each program. The length of each program, as determined by the General Manager, will vary according to the amount of non-consecutive work days required to learn or train for each position. All candidates selected for each program will receive his/her normal rate of pay and shall not be eligible for out-of-class pay during the training period.

ARTICLE 13 - PROBATIONARY EMPLOYEES

There is a probationary period for all employees hired by the Vista Irrigation District and for all District employees who are promoted or reclassified (with the exception of those who are reclassified within the same pay band and grade [e.g., A-1-1 through A-1-4, or B-2-1 through B-2-5]). Employees complete the probation period after working 2080 hours, exclusive of overtime and no period of absence, light duty, or modified duty due to illness or injury, counts toward the completion of this probationary period. Any employee may be terminated at any time during this period and such termination is not subject to the grievance procedure or any appeal outlined in this Memorandum of Agreement. Regular employees who have previously passed a probation period, are subsequently promoted, and then are unsuccessful in completing the probation period (or if they are “bumped” from their promotional position by another employee with greater rights [see “Order of Layoff”]) will be returned to their previous position, if that position and classification still exist. If their previous position does not exist, the employee may be subject to layoff.

If an employee is hired to fill a position other than a temporary or part-time position, he/she will become eligible for certain benefits based on the individual contracts with the District. These

are: the first of the month following hire for health insurance, vision care insurance, life insurance, long-term disability coverage, and dental insurance.

ARTICLE 14 - PROVISIONS OF LAW

This Resolution is subject to all current and future applicable federal, state and local laws. If any part or provision of the Resolution is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Resolution shall not be affected thereby.

ARTICLE 15 - AUTHORIZED AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757

**EXHIBIT B
OF
RESOLUTION 14-**

OF THE BOARD OF DIRECTORS

OF VISTA IRRIGATION DISTRICT

ESTABLISHING SALARIES, BENEFITS AND OTHER
TERMS AND CONDITIONS OF EMPLOYMENT

FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

FOR

SUPERVISORS, MANAGERS AND EXECUTIVE MANAGERS

OF VISTA IRRIGATION DISTRICT

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RESOLUTION

Whenever the masculine or feminine form of any word is used in this Resolution it includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 1 - AT-WILL STATUS

All Supervisors, Managers and Executive Managers serve at the pleasure of the General Manager. Such Employees may be terminated at any time without cause with or without prior notice, and without any right of appeal, at the option of the General Manager. Nothing contained in any application, or conveyed during any interview or meeting between employees filling these positions and District personnel is intended to or actually creates a property interest in the job or an employment contract with the District. Any promises or representations contrary to the at-will status of employees are not binding on the District unless made in writing and signed by the employee and the General Manager or adopted by the Board of Directors as a resolution specifically granting employees that status.

ARTICLE 2 - TERM

The terms set forth herein shall be effective on January 1, 2015 at 12:01 a.m. this Resolution is for a period of three (3) years, and shall terminate at 11:59 p.m. on December 31, 2017; except that it shall continue from year to year thereafter, unless the Board of Directors determines to amend it by Resolution.

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Resolution shall be applied equally to employees covered herein without favor or discrimination because of race, ethnicity, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, pregnancy, sexual orientation or any other classification which becomes protected by state or federal discrimination law.

ARTICLE 4 - ACCESS TO PERSONNEL FILES

Employees may inspect the contents of their own personnel file with the exception of all material obtained from references, other employers and agencies at the time that the employee was hired. An employee shall be entitled to read any statement, written by the employee's supervisor or manager, on his/her work performance or conduct if such statement is to be filed prior to its placement in the personnel file. The employee shall acknowledge that he/she has read such

material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

ARTICLE 5 - PRECEDENCE OVER OTHER RULES

This Resolution takes precedence over any other articles, policies, procedures, and/or practices that conflict with the absolute condition of employment as being at-will and serving at the pleasure of the General Manager.

ARTICLE 6 - DISCIPLINE

As previously noted, employment may be terminated by the employee or at the will of the General Manager, at any time with or without cause and without following any system of discipline or warnings. Nevertheless the District may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of disciplinary action include written reprimand, suspensions, or discharge. The District will, upon request of the employee, furnish him/her with copies of any such document. The District may also terminate the employment relationship at any time without following any particular steps whenever it determines, at the discretion of the General Manager, that such action should occur. Employees are excluded from any due-process protection provided in the District's Discipline Policy and they are not covered by any District policy providing for pre-disciplinary or post disciplinary hearings or reviews. This resolution takes precedence in any conflict between this document and any District Policy.

ARTICLE 7 - PAY

7.1 Salaries

7.1.1 Salaries Range Adjustments Effective for Calendar Years 2015 through 2017

1. **2015:** For the first year of this contract effective January 1, 2015, salary ranges will be increased by two point nine percent (2.9%).
2. **2016:** For the calendar year beginning January 1, 2016, salary ranges will be adjusted by 95% of the San Diego Consumer Price Index (CPI-U) for the 12 month period ending June 30, 2015 with a floor of zero.

3. **2017:** For the calendar year beginning January 1, 2017, salary ranges will be adjusted by 95% of the San Diego CPI (CPI-U) for the 12 month period ending June 30, 2016 with a floor of zero.

7.1.2 Salary Range-Step System

A system of salary ranges with seven steps has been established for Supervisors, Managers and Executive Managers. A newly hired employee covered under this Article, unless given credit for specific prior experience, will begin at Step A of the salary range assigned to his/her job description. At six months, he/she is eligible to move to Step B, at eighteen months to Step C, at thirty months to Step D, and at forty-two months to Step E. Employees must serve at least twenty-four months at Step E (or equivalent) before they become eligible for Step F. Employees with twenty-five (25) years of service may advance to either Step F or Step G after one year. Prior to advancing to the next step, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending advancement to the next step. Advancement to Steps F or G depends upon the employee's outstanding or meritorious service, in the sole judgment and discretion of the General Manager.

An employee not recommended for advancement will remain at his/her present step. If such an employee is subsequently advanced to the next step, his/her date for eligibility to the next higher step shall be twelve (12) months (or twenty-four (24) months for Steps F and G) from the date he/she entered his/her new step (e.g., employee on Step B is not recommended to Step C; however, he/she improved his/her performance and is subsequently advanced to Step C. His/her eligibility date for advancement to Step D shall be twelve (12) months from the date he/she entered Step C. Similarly, when an employee on Step E is not recommended to Step F; however, he/she improved his/her performance and is subsequently advanced to Step F. In this case his/her eligibility date for advancement to Step G shall be twenty-four (24) months from the date he/she entered Step F). The twelve (12) months required to advance to the next step shall include time on active duty not including unpaid leaves of absences (e.g. FMLA, CFRA, or workers' compensation, etc.). Vacation, sick and holiday leave are considered time worked for this purpose.

7.1.3 Deferred Compensation Pay

The District will provide Supervisors additional compensation in the form of Supervisory Employee's Deferred Compensation Pay. The District will

provide additional compensation to match, on a dollar per dollar basis, each supervisory employee's contributions to deferred compensation up to an amount equivalent to one and a half (1.5) percent of the supervisory employee's annual salary. District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

The District will provide Managers additional compensation in the form of Manager's Deferred Compensation Pay. The District will provide additional compensation to match, on a dollar per dollar basis, each Manager's contributions to deferred compensation up to an amount equivalent to two (2) percent of the employee's annual salary. District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

The District will provide Executive Managers additional compensation in the form of Executive Deferred Compensation Pay. The District will provide additional compensation to match, on a dollar per dollar basis, each Executive employee's contributions to deferred compensation up to an amount equivalent to four (4) percent of the executive's annual salary. District deferred compensation match shall be administered in accordance with procedures established and approved by the General Manager. It is the District's intent to establish a procedure that matches deferred compensation at the same time as the employee makes the contribution, or within one pay period of employee's contribution. Deferred compensation match shall be considered an employee contribution for determining annual maximum contributions and shall be subject to all applicable laws.

7.1.4 Auto Allowance

Executive Managers will receive an annual auto allowance of \$5,400.

This allowance is to reimburse for District travel within San Diego County and is in lieu of receiving actual mileage reimbursement.

7.1.5 Overtime (Exempt Employees)

Supervisors, Managers and Executive Managers are designated by the District as exempt under the Fair Labor Standards Act. The salary takes into consideration that these employees may be required to work longer hours than non-exempt employees. As such, exempt employees are not eligible for any premium pay in addition to base salary, such as out-of-class, standby, or call-back pay.

7.1.6 Merit Increases

Merit Increase is defined as "an advance from one step to a higher step within the existing salary range" (e.g., Step B to Step C) prior to the normal step advancement date. Merit Increase is limited to Steps B through E only. This type of increase can be granted to an employee because of outstanding job performance. Prior to receiving the merit increase, the employee must receive an Employee Performance Evaluation, approved by the General Manager, recommending the merit increase. When a merit increase is granted, it will not change the employee's in-grade starting date but the anniversary date for the next step increase shall be advanced to one year from the date of the merit increase. A merit increase allows an employee to advance through the steps within the salary range of his/her job description more rapidly, thus acknowledging the outstanding performance.

7.1.7 Promotions

A promotion is defined as an appointment to a classification with a higher range of pay, (e.g. Accounting Technician to Payroll Specialist). A promotion is separate and distinct from a reclassification. Prior to being promoted, the employee must receive an Employee Performance Evaluation, approved by the General Manager recommending the promotion. An employee may be promoted to any step within the job classification range depending on his/her experience and other qualifications. When an employee is promoted to a higher position, his/her in-grade starting date will change to the date of the promotion. If the employee is promoted to Step A of the new range, the employee will be eligible for the next salary increase in six (6) months from the date of the promotion and yearly thereafter until the top step of the range has been achieved. If the employee is promoted to Step B or above on the new

range, the employee will be eligible for increases on a yearly basis from the date of the promotion until the top step of the range has been achieved.

7.1.8 Lateral Position Transfer

A Lateral Position Transfer is defined as "an appointment to a position in the same range of pay". An employee may move from one position to a completely different position on the same salary range. If such a move is made, the in-grade starting date will change to the date of transfer. There is no change in salary in this type of position change.

7.1.9 Promotion and Reclassification

Employees covered by this Article, if promoted, demoted or if their present position is reclassified at the discretion of the General Manager, then their base salary shall be increased or decreased to an amount which in the sole discretion of the General Manager is commensurate with their new position.

7.1.10 Definition of Y-Rating

Y-rating is defined as a cap on an employee's salary/wages, with the employee ineligible for salary adjustments as described in Article 7~~4~~. Any employee y-rated will remain y-rated until the salary range for the employee's position equals or exceeds his/her current rate of pay (through cost-of-living or other adjustments), or the employee promotes into a higher paid position. At the time the employee's salary range equals or exceeds his/her current rate of pay by promotion or other adjustment, the employee will be eligible for future salary adjustments.

ARTICLE 8 - ATTENDANCE

8.1 Leave of Absence

A leave of absence, or leave without pay, up to but not to exceed ninety (90) days, may be granted for good cause at the discretion of the General Manager. Such leave would commence upon exhaustion of all vacation and compensatory time off accruals. Requests for leave of absence will be considered while weighing factors such as an employee's length of employment, the performance and work record, the reason for the request of a leave, and the position occupied by the employee. These factors will be weighed against concerns relating to the potential disruption that would occur if the leave is granted. A leave of absence in excess of ten (10) working days will change the employee's anniversary date by the

amount of time absent. No benefits accumulate and no holidays are paid while the employee is on leave of absence without pay in excess of ten days. During the leave of absence in excess of ten days, the employee's health, dental, vision care, long-term disability, and life insurance will be continued by the District. Full payment of the premiums for these benefits for the period of absence will be the responsibility of the employee and funds must be deposited with the District for this purpose prior to the employee's commencement of leave without pay.

8.2 Court Appearances

An employee required to appear in court on a matter wherein the Vista Irrigation District is named principal shall be paid his/her normal rate of pay for all time involved with said court appearance.

8.3 Jury Duty Leave

Overtime-exempt employees ordered to serve on jury duty are entitled to receive their salaries and may be released from their daytime work schedule for up to two workweeks of jury duty leave per calendar year. Time served on jury duty leave is not chargeable to employee's accumulated vacation, sick leave, or executive leave and the fee received from the court for serving on jury duty shall be retained by the employee. (An extension beyond the two workweeks maximum of paid jury duty may be made by the General Manager when an employee is serving on a jury that extends beyond the anticipated maximum duration of the trial.)

ARTICLE 9 - HOURS OF WORK

1. Work Day: The normal work day within a consecutive 24-hour period shall be eight (8) consecutive hours of work (shift) exclusive of a lunch period.
2. Work Night: The normal work night within a consecutive 24-hour period shall be eight (8) consecutive hours of work (shift) inclusive of a lunch period.
3. Workweek: The FLSA workweek for each employee shall begin exactly four hours after the start of the employee's shift on Friday and end exactly 168 hours later. The normal workweek schedule shall begin at exactly four hours after the start of employee's shift on Friday and shall consist of one-half (1/2) work day followed by two (2) consecutive days of rest followed by four and one-half (4 1/2) consecutive work days and end four hours after the start of the shift on the following Friday. The workweek for employees at Lake Henshaw shall begin

exactly at the end of the normally scheduled shift on Friday and end exactly 168 hours later. Alternative FLSA workweeks may be authorized by the General Manager according to the needs of the District.

4. Employees are scheduled to work on regular work shifts (period of time in a work day), having regular and fixed starting and quitting times. Work schedules are made known to all employees.
5. Nothing in this section shall be construed to prevent the establishment of irregular schedules (e.g., nine, ten, or other shifts in a work day). Such positions shall be designated by the General Manager, or his/her authorized representative. An irregular schedule is defined as one with starting and ending times/days and/or number of days worked that differ from those in Paragraphs (1) and (4) above.

ARTICLE 10 - WORK EQUIPMENT AND CLOTHING ALLOWANCES

10.1 Safety Shoes

The District will provide safety shoes for designated eligible employees. The Safety Manager will determine who is a designated eligible employee. Shoes provided must meet the ASTM F2412 and F2413 safety standards.

It is expected that all designated employees will wear their safety shoes while on the job. The Safety Manager will inspect the condition of employees' safety shoes from time to time and require that employees replace the shoes should the condition of the shoes deem it necessary.

10.2 Prescription Safety Glasses

Employees prescribed to wear glasses with corrective lenses shall wear Prescription Safety Glasses when work conditions warrant the use of protective safety eyewear. In accordance with Cal/OSHA's General Industry Safety Orders section 3382, these work conditions include job functions that may cause punctures, abrasions, contusions, or burns as a result of contact with flying particles. Employees who work with hazardous substances or injurious light rays are also included. Prescription safety glasses must comply with the ANSI Z87.1 safety standards.

Upon approval from the Safety & Risk Manager, the District will provide safety eyewear up to the amount of \$200.00 for new or replacement safety eyewear

every two years. This amount includes frames, lenses, and side shields, the dispensing fee and applicable sales tax. Employees seeking reimbursement must provide a receipt reflecting the purchase of safety eyewear that complies with the ANSI Z87.1 safety standards. Reimbursement will only be provided at the actual cost to the employee for safety eyewear up to \$200.00 in a two-year period.. Care and maintenance of the prescription safety glasses are the responsibility of the employee. Lost or damaged prescription safety glasses are to be replaced at the employee's expense.

ARTICLE 11 - BENEFITS

11.1 Leave Programs

11.1.1 Vacation

Employees shall earn leave and have it accrued for each hour of service or while absent for District holidays or on paid District Leave (i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury, and court leave) as follows (leave accrual and the following calculations are based upon regular scheduled hours of work, exclusive of overtime):

Commencing with the date of employment through the first year, one hundred and twenty (120) hours are accrued per year (accrued at the rate of 0.0577 hours per paid hour of service or leave);

Commencing with the first pay period of the second year of service (and the first pay period of the third through tenth, and the sixteenth, seventeenth, eighteenth, ninetieth and twentieth years of subsequent service), the following hours will be accrued:

<u>Years</u>	<u>Hours Accrued</u>
02	128 (0.0615 hours/paid hour)
03	136 (0.0654 hours/paid hour)
04	144 (0.0692 hours/paid hour)
05	152 (0.0731 hours/paid hour)
06	160 (0.0769 hours/paid hour)
07	168 (0.0808 hours/paid hour)
08	176 (0.0846 hours/paid hour)
09	184 (0.0885 hours/paid hour)
10	192 (0.0923 hours/paid hour)

11 through 15	200 (0.0962 hours/paid hour)
16	208 (0.1000 hours/paid hour)
17	216 (0.1038 hours/paid hour)
18	224 (0.1077 hours/paid hour)
19	232 (0.1115 hours/paid hour)
20 & 20+	240 (0.1154 hours/paid hour)

Employees may earn up to 480 hours of vacation. Since an employee may not accrue vacation beyond 480 hours, an employee may not be paid for vacation hours which are not earned because the employee's vacation accrual cap is at the 480 hour maximum cap.

An employee may make an irrevocable request for payment in lieu of vacation time under the following conditions:

1. Employee has already taken one consecutive week of vacation during the last 12 months (if a week is taken off including compensatory time off, it will count toward this requirement);
2. A request is irrevocable. A completed request shall state the number of hours to be paid in lieu of vacation. At least 80 hours of accrued vacation time shall remain on the books after payoff; and
3. The irrevocable request shall occur annually, in December. The request shall specify the number of previously accrued leave hours requested in the form of pay. Payments will be made during the month of February of the year following the irrevocable request for payment in lieu of vacation time.
4. An employee stops accruing vacation when his/her accrual/accumulation reaches 480 hours.

An employee who fails to return to duty at the time specified on the leave request form shall be considered to have resigned from the service in the absence of extenuating circumstances.

Vacation requests shall be administered in accordance with District policy. Vacation (or compensatory time off) requests for Friday's off made by employees working flexible "9/80" schedules are unduly disruptive to District operations due to reduced staffing levels on Friday. Exceptions

can be made for vacations of at least one full calendar week (including the requested Friday off), and in other very limited circumstances. Such requests require advance review and approval of the supervisor and department manager in order to assure sufficient staffing on Fridays.

11.1.2 Hiring of Former Employees

It shall be the policy of the District to not rehire former District employees. The General Manager may grant exemptions to this policy if s/he deems that it is in the District's best interest to rehire a former employee. This hiring restriction does not apply to retired employees who may be rehired in accordance with PERS regulations to work no more than 960 hours in any fiscal year. All rehired employees will be granted credit for prior service for all purposes (vacation, sick leave, layoff, etc.) if their break in service was for six (6) months or less. Rehired employees with a break in service in excess of six (6) months will be treated as a new hire for all such purposes.

11.1.3 Paid Sick Leave

Sick leave is an employee benefit regarded as a measure of protection against temporary disability. All payments for sick leave shall be made at the employee's current rate of pay. Sick leave for employees accumulates at the rate of fifty-six (56) hours per year (accrued at the rate of 0.0270 hours per hour of service [exclusive of overtime] or paid District leave [i.e., vacation, paid sick leave, compensatory time off, bereavement leave, jury duty, military leave and court leave]). Each request for sick leave shall set forth the reasons for the request. A doctor's verification or other satisfactory evidence demonstrating the employee's incapacity or necessity to be absent may be required by the General Manager.

In the event the employee has no accrued sick leave, executive leave time may be used and then accrued vacation may be converted to sick leave for authorized usage.

Upon termination of employment for other than disciplinary reasons and with a minimum of two weeks notice of termination (unless such notice requirement is waived by the General Manager), an employee will receive payment equal to twenty-five (25%) percent of sick leave hours accumulated to date of termination. An employee terminated by the District for cause shall not receive payment for their accrued sick leave.. Upon retirement, and with a minimum of two weeks notice of retirement (unless such notice is waived by the General Manager), an employee will receive payment equivalent to fifty (50%) percent of the accumulated

hours of sick leave. Upon retirement, and with a minimum of two weeks notice of retirement (unless such notice is waived by the General Manager), with twenty years or more of service with the District, an employee will receive payment equivalent to seventy-five (75%) percent of the accumulated hours of sick leave. Employees have the option to submit a written request to decline payment for all or some portion of accrued sick leave balances in order to have more of their remaining sick leave (unused sick leave) apply to PERS retirement service credit.

Before the first pay period in November, any employee who has accrued in excess of 1,000 hours sick leave will be paid one hundred (100%) percent of the excess hours at the employee's. The sale shall occur annually in November. The employee's sick leave account will be reduced to 1,000 hours at that time.

Use of paid sick leave is permitted due to the illness or incapacity of the employee or member of employee's immediate family, registered domestic partner or household

11.1.4 Executive Leave

Supervisors, Managers and Executive Managers will be credited with five days of Executive Leave (release time) in January of each calendar year. Executive Leave must be taken in the year in which it is credited and unused leave does not carry into subsequent calendar years. The General Manager has the sole authority to approve the timing of Executive Leave. Supervisors, Managers and Executive Managers hired after January of the year will be credited with up to five days of Executive Leave at time of hire.

11.1.5 Health Leave

Leave of absence without pay for up to one (1) year may be requested and granted to regular employees for the purpose of recovery from their own serious illness or injury. Health Leave shall run concurrently with Family and Medical Leave. District approval of leave may be contingent upon the receipt of acceptable written certification(s) issued from a health care provider.

An employee shall have the right to return to his/her former position if such leave is not longer than six (6) months and shall have the right to any available vacant position for which the employee is qualified if the leave is

longer than six (6) months, but less than one (1) year.

Employees on approved health leave shall be responsible for the expense of health benefit premiums after the period of Family and Medical Leave has been exhausted. Employees on health leave in excess of the period of Family and Medical Leave shall earn no benefits, including accrual of vacations, sick leave and holidays; and accrue no seniority.

No combination of leaves (paid or unpaid) may exceed twelve months in a consecutive eighteen (18) month period unless expressly required by law.

11.2 Insurance

11.2.1 Introduction

If during the term of this agreement it becomes necessary, as determined by the District, to replace one of the medical, dental, vision insurance plan or any other such insurance coverage/plans provided by the District, the District shall make reasonable efforts to provide replacement coverage that is as similar as possible to the coverage that is replaced. This District shall retain complete discretion to make this determination.

All employees will be required to pay through payroll deduction a portion of their health care premiums beginning as follows:

1. **2015:** For the first year of this contract effective January 1, 2015, six hundred dollars (\$600.00) a year.
2. **2016:** For the second year of this contract effective January 1, 2016, six hundred dollars (\$600.00) a year.
3. **2017:** For the third year of this contract effective January 1, 2017, six hundred dollars (\$600.00) a year.

All employees will be required to participate in the District provided health care and they will not be allowed to “opt out” of the program or receive cash in lieu thereof.

11.2.2 Health Insurance

Active Employees

The District will provide health insurance coverage that will attempt to include HMO and/or PPO options. The District provides medical insurance coverage for each employee and his/her eligible spouse and

eligible dependents. For purposes of this article, domestic partners, if they are registered with the state as domestic partners [as defined under section 297 and 299.2 of the California Family Code], have the same coverage as spouses to the extent required by law.

Retired Employees

The District will offer medical health insurance coverage to eligible retiring employees and their eligible spouses or domestic partners based on the following criteria and conditions:

1. Eligibility is limited to employees who retire from the District on or after January 1, 2006, after they reach the minimum age of 50. Retiree medical health insurance coverage will only be offered to all active employees of the District as of December 31, 2011. Retiree medical health insurance coverage will not be offered to employees hired on or after January 1, 2012.
2. Upon retirement, the retiree must have completed ten (10) years of service with the District.
3. An employee, who, at the time of his/her retirement, has no spouse/domestic partner, and who retires from District service with a minimum of ten (10) years of service shall receive ten (10) years of District-provided retiree health insurance coverage, regardless of the total number of years of District service, to be used by the retiree only.
4. An employee, who at the time of his/her retirement, has a spouse/domestic partner, and who retires from District service with a minimum of ten (10) years of service shall receive one (1) year of District-provided retiree health insurance coverage for each year of District service, from a minimum of ten (10) years of coverage and up to a maximum of twenty (20) years. The years of coverage provided may be divided between the retiree and the retiree's eligible spouse/domestic partner, provided that the number of years of coverage for the spouse/domestic partner may not exceed the number of years of coverage for the retiree and the maximum number of years of eligibility for coverage for a retiree may not exceed ten (10) years.
5. Subject to availability limitations described below in this paragraph, the District will provide coverage (paying the full premium cost) in a Retiree Health Insurance Plan (RHIP) that is similar to the health plans available to active employees or in a comparably priced alternative provider. If, for any reason, the District's contract for

health insurance is terminated during the life of this Memorandum of Agreement, the District will make all reasonable efforts to secure a replacement plan for retirees with both coverage and premium costs similar to the insurance available to active employees. It cannot be guaranteed that such coverage will, under those circumstances, be made available.

6. A retiree who moves to a geographical service area not covered by the RHIP, if permitted by the District and the RHIP provider, may select cash reimbursement for alternative health insurance (which retiree obtains) in lieu of participation in the District's RHIP. Any such reimbursement by the District will be made after incursion of any expense related to any such alternative health insurance and will be limited to either the actual cost of the alternative health insurance premiums or the District's actual cost liability for the premiums of the retiree (and spouse/domestic partner, if applicable) if the retiree (and spouse/domestic partner, if applicable) had participated in the District's RHIP, whichever is lower.
7. In order to participate in the RHIP, the retiree must have completed a minimum of ten (10) years of service with the District, with a PERS retirement date no more than 120 days beyond the date of separation from District service, and have uninterrupted health insurance coverage that is acceptable to the retiree health provider.
8. It is mandatory that both retirees and their eligible spouses enroll in Medicare Parts A and B as they become age eligible. In addition, retirees and spouse/domestic partners who reach Medicare Age and have remaining eligibility for District-provided coverage must select the RHIP coverage (or alternative health plan through the reimbursement option) designed to coordinate/supplement Medicare.
9. An eligible spouse/domestic partner for the purposes of retiree medical coverage is defined as a spouse/domestic partner who is married to (or is a registered domestic partner of the employee/retiree) as of one year prior to the date of his/her retirement and continuously thereafter. An eligible spouse/domestic partner who subsequently becomes divorced from (or a former domestic partner of) the retiree will not be eligible for District-provided health benefits.
10. Participation in the RHIP begins at retirement and remains in effect continuously until eligibility is exhausted. No period of hiatus from participation is permitted and any unused eligibility reverts to the

District, except for continuation of spousal benefits as described in Section 11 below.

11. At time of retirement, employees/retirees must make a written one-time irrevocable decision on how their available years of District provided medical coverage will be apportioned between the retiree and the spouse/domestic partner, (in accordance with the proportions and rules described in Section 4 above). In the event of a retiree's death, the years allocated to the retiree will terminate, and any remaining allocation for the spouse/domestic partner only will continue to be provided by the District, but will terminate in the event the spouse/domestic partner remarries. Likewise, if a spouse dies, the years allocated to the spouse will terminate, and any remaining allocation of years of coverage for the retiree only will continue to be provided by the District.
12. Medical insurance coverage under the retiree health plan will be made available to eligible dependents at the retiree's expense if the dependents live within the service areas defined by the plan provider and if dependents are accepted by the plan provider.
13. If permitted by law and by the retiree health plan, a retiree or spouse/domestic partner (and eligible dependents) may continue medical coverage at the conclusion of the District-provided coverage term by paying the District the full cost of the applicable premium in advance. Failure to submit payment prior to the premium due date may result in cancellation of coverage for retirees, spouse/domestic partners, and/or dependents. Dependents may continue coverage under the retiree health plan if the retiree and spouse/domestic partner remain eligible for continuation of coverage.

11.2.3 Dental Insurance

The District provides for each employee and all eligible dependents dental insurance to include orthodontics benefits.

11.2.4 Vision Care Insurance

The District provides a vision care plan for each employee and all eligible dependents.

11.2.5 Disability Insurance

The District provides a policy for short and long-term disability which becomes effective 30 days after occurrence of disability.

11.2.6 State Disability Insurance

The I District participates in the State Disability Insurance Program which will be paid for by payroll deduction of the employee's salary up to the maximum base per year as established by the State of California.

Employees may coordinate the use of their accrued leave balances (vacation, executive leave and sick leave) to supplement CASDI, up to, but not to exceed, the employee's basic wage rate.

11.2.7 Unemployment Insurance

The District provides Unemployment Insurance.

11.2.8 Life Insurance

The District provides a life insurance policy for each employee equal to two (2) year's salary.

11.3 Holidays

The District will grant thirteen (13) holidays during each year as follows:

HOLIDAY

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

In addition, holidays include special holidays proclaimed by the President of the United States or the Governor of the State of California in the event that the General Manager determined that other agencies, including the City of Vista and County of San Diego, are observing such holidays. Holidays that fall on a Sunday are observed on the following Monday, and holidays falling on a Saturday are observed on the preceding Friday. If a recognized holiday falls during an employee's vacation, it is paid as such and not charged as a day of vacation. If a recognized holiday falls during an employee's regularly scheduled day off (alternative schedules) employees shall accrue eight (8) hours of vacation.

11.4 Pension Plan

The District is a member of the Public Employee's Retirement System of the State of California (PERS). Membership of employees (other than temporary and part-time) is compulsory. Effective January 1, 2012 and continuously thereafter, employees will contribute the full employee member contribution established by law via payroll deduction into the Public Employees' Retirement System to be credited to the employee's account.

The pension plan for employees hired prior to January 1, 2012 will include provisions:

1. 3% @ 60 Formula for local miscellaneous members.
2. One year final compensation (12 highest paid consecutive months).
3. Full Formula plus social security.
4. Post-retirement survivor allowance.
5. Credit for unused sick leave.
6. Employee contribution rate of 4.5%.

The pension plan will include the following provisions for all employees hired after January 1, 2012 and prior to January 1, 2013:

1. 2% @ 60 Formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

The pension plan will include the following provisions for all employees hired on or after January 1, 2013 pursuant to the Public Employees' Pension Reform Act of 2013 ("PEPRA"):

New (CalPERS) Members:

1. 2% @ 62 formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest and consecutive months).
3. Employee contribution rate of 6.25%.
4. The District has not and will not contract for any contract enhancements for this pension formula.

Classic Members (employees who are already members of CalPERS):

1. 2% @ 60 formula for local miscellaneous members.
2. Three year average final compensation (average of 36 highest paid consecutive months).
3. Employee contribution rate of seven percent (7%).
4. The District has not and will not contract for any contract enhancements for this pension formula.

11.5 Bereavement Leave

District employees are eligible to receive the time necessary, not to exceed five (5) days, to be absent from duty because of the verified death of the employee's parents, grandparents, step parents, parents-in-law, siblings, spouse, (including registered domestic partners) children, stepchildren, grandchildren, step-grandchildren or a qualified domestic partner. Upon the employees' request, and with prior approval of the District, an employee shall use the necessary portion of his/her available sick leave, compensatory time off, or vacation for the purpose of supplementing bereavement leave.

11.6 Military Leave

The District complies with the State of California practice of paying regular salary during military leave up to 30 days per fiscal year where appropriate under the Military and Veterans Code. The District follows both state and federal law regarding military leave.

11.7 Rest Periods and Meals

All District employees are entitled to two (2) fifteen (15) minute rest periods in each scheduled workday. Each four (4) hours of work time shall include a fifteen (15) minute rest period. Rest periods shall be taken on the day that they are earned and they shall not be combined or accumulated. Rest periods will ordinarily be granted at mid-morning or mid-afternoon when workload permits, or at times comparable to mid-morning and mid-afternoon during evening and night shifts.

Meal Reimbursement. Employees required to work extended hours will be eligible for a reimbursement of up to \$11 for meal expenses incurred as a result of extended work after every six (6) consecutive hours worked after a normal shift on an extended day or when called in on overtime assignment. For employees

working an extended day, this six hours shall be measured from the end of the employee's last meal. If the assignment is completed after six hours, an employee will be reimbursed for actual meal expenses of up to \$11.00. This provision applies equally seven days a week. This reimbursement will occur on the next business day.

11.8 Employee Assistance Program

Vista Irrigation District provides professional consultation and referral services to employees experiencing behavioral, medical or emotional problems that may impair job performance. The purpose of this service is to help employees deal with problems which may affect job performance. Typical examples of the types of problems handled are alcohol abuse, drug abuse, family or marital discord, nervous or emotional disorders.

This service is available to all employees and member of their immediate families for private consultation. If an employee desires private consultations, he/she will be required to use sick leave or vacation time under the rules governing these types of leave. The District can make a recommendation to participate because of an employee's job performance. In the case of a District referral, while participation is voluntary, the employee will be given time during regular working hours to attend the consultation.

Employees are assured that information provided to a professional counselor will be held in strict confidence, unless specifically released of this requirement by the employee. The need for satisfactory job performance continues while participating in the program.

11.9 Fenced Parking

The District will provide fenced parking for all employees.

ARTICLE 12 - EMPLOYER-EMPLOYEE RELATIONS

Supervisors, Managers and Executive Managers are designated as management and/or confidential employees. These employees are restricted from being represented by or from representing any recognized employee organization which represents other employees of Vista Irrigation District in employer-employee relations.

ARTICLE 13 - PROBATIONARY EMPLOYEES

There is no probationary period for Supervisors, Managers and Executive Managers. . Employment at the District is for no definite or determinable period and may be terminated at any time, without cause and without prior notice or right of appeal, at the option of the General Manager.

ARTICLE 14 - LAYOFF AND DISCIPLINE

Supervisors, Managers and Executive Managers are entitled to severance pay in an amount equal to one-fourth (25%) of their annual salary if discharged any time after their first year of service. Although said employees may be discharged without cause, if the discharge is based upon unsatisfactory performance or misconduct as determined by the General Manager, all severance pay may be withheld.

ARTICLE 15 - RESIGNATION AND RETIREMENT

Employees covered by this Article who wish to voluntarily terminate their employment or retire from the District, are encouraged to tender 90-day written notice to the General Manager. As this notice is to effect a smooth transition created by the absence of the employee and subsequent replacement, said notice shall be extended, on a day for day basis, if the employee requests, and is granted vacation leave during the 90 day period. Upon such termination they shall be entitled to all salary and benefits as provided in this Resolution, by law, and such benefits as may be provided by the rules and procedures of District.

ARTICLE 16 - GRIEVANCE

Employees covered by this Article are not entitled to the grievance or employee representation provisions that apply to non-at-will employees. Employees who have any questions or problems are encouraged to bring them to the attention of their immediate supervisor. If an employee is unable to resolve these questions or problems after this discussion, he/she may contact the Human Resources Manager to discuss the questions or problems further. The Human Resources Manager will attempt to investigate the employee's concerns and provide the employee with a response as soon as reasonably possible. Employees are subject to all provisions of the District's Discrimination and Harassment Policy and are advised to strictly follow all procedures contained therein, including all complaint procedures, if applicable. Failure to follow District policy may result in loss of some rights under law.

An effort will be made to provide employees an opportunity to raise their questions or problems in confidence. They may also do so without fear of reprisal or discrimination. The District will make good faith efforts to resolve and settle employees' problems on a fair and equitable basis. If necessary, the General Manager has the discretionary authority to appoint a disinterested third party to render an advisory ruling on items of dispute.

ARTICLE 17 - PROVISIONS OF LAW

This Resolution is subject to all current and future applicable federal, state and local laws. If any part or provision of the Resolution is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Resolution shall not be affected thereby.

ARTICLE 18 - AUTHORIZATION AGENT FOR DISTRICT

For the purpose of administering the terms and provisions of this Resolution:

1. District's principal authorized agent shall be the General Manager or duly authorized representative:

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081
(760) 597-3100
FAX (760) 598-8757



STAFF REPORT

Agenda Item: 10

Board Meeting Date: October 8, 2014
Prepared By: Lisa Soto
Approved By: Roy Coox

SUBJECT: SAN DIEGO CHAPTER OF CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
BYLAWS REVISIONS

RECOMMENDATION: Consider approval of the proposed revisions to the bylaws of the San Diego Chapter of the California Special Districts Association.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: The San Diego Chapter of the California Special Districts Association (Chapter) Board of Directors has proposed revisions to the Chapter bylaws. The last time the bylaws were revised was in 2006, and the proposed revisions update and clarify language in the document, particularly relating to the composition and responsibilities of the Board, Officers, and Committees. The Chapter Board has disseminated the draft bylaws to all of its member agencies for review, comments and/or approval prior to their adoption by the Chapter Board of Directors. The proposed bylaws will be presented to the Chapter Board for adoption at the November 20, 2014 Quarterly Chapter Dinner meeting.

ATTACHMENTS:

1. Redline/strikeout version of the proposed Chapter bylaws
2. Clean version of the proposed Chapter bylaws

~~RULES AND REGULATIONS~~
~~BYLAWS~~

~~SAN DIEGO COUNTY CHAPTER~~
~~OF~~
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
~~SAN DIEGO COUNTY CHAPTER~~

ARTICLE I

GENERAL

Section 1.1. General.

The bylaws of the ~~parent~~ California Special Districts Association (“CSDA”) are, by this reference, incorporated herein as the bylaws of the San Diego County Chapter of the California Special Districts Association (“Chapter”). Bylaws of the local Chapter shall not be inconsistent with the Articles of Incorporation or bylaws of CSDA. The following ~~rules and regulations~~ bylaws are intended only to supplement ~~the parent~~ CSDA bylaws and any conflict between these ~~rules~~ bylaws and referenced bylaws shall be resolved in favor of the ~~parent bylaws.~~ Any article or section not expressly cited herein shall be read as the State CSDA articles or section without modification CSDA bylaws.

Section 1.2.- Principal Office.

The principal office for the transaction of the business of the ~~San Diego~~ Chapter ~~of CSDA~~ is to be the office of the President of the ~~San Diego County~~ Chapter. The Officers are granted full power and authority to change the location of the principal office from one location to another within the county County, and such change shall not be considered an amendment of these bylaws.

ARTICLE II
MEMBERSHIP

Section 2.1.- Regular Membership.

Any Special District in San Diego County, which is an agency of the State of California for the local performance of governmental or proprietary functions within limited boundaries, is eligible for regular membership. (Excluding county or city school districts). ~~After making application for membership and payment of dues, a.)~~ A Special District shall be a regular member of the organization. ~~Chapter once application for membership and payment of dues is received.~~

Section 2.-2. Associate Membership.

Any business, person, or organization that does business with a Special District. After making application for membership and payment of dues, that entity shall be an associate member of the ~~organization.~~ Chapter.

Section 2.3.- Voting Rights.

Each regular member shall be entitled to one ~~(1)~~ vote on all matters brought before the membership for vote at a general or special meeting. If several members of a Special District are in attendance, they shall select one representative for voting purposes. A majority vote of those members present will prevail.

~~Section 2.3.1.~~ Associate ~~Members~~members shall not have a vote on any matter brought before the membership.

Section

~~2.3.2.~~ Proxies shall not be permitted.

Section

~~2.3.3.~~ ~~Voting by mail on any issue may be decided by the~~ Board of Directors. ~~Such written~~ may determine issues subject to email/U.S. Mail ballot.

~~2.3.4.~~ Ballot shall be emailed/U.S. mailed to each regular member no later than ~~thirty (30)~~ days in advance of the date selected for the return and counting of the ballots. A majority vote will prevail.

Section 2.4.- Termination of Membership.

Any member in arrears in the payment of annual dues for a period of three ~~(3)~~ months after the due date shall have its membership terminated. ~~-~~Membership will be restored upon payment of annual dues.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 3.1.- Meetings.

~~This organization~~The Chapter shall meet quarterly, ~~with or as determined by the~~ Board of Directors or its membership. The annual meeting ~~being~~will be held in the fourth quarter for the purpose of electing Officers and voting on such other matters as may come before the membership. ~~The meetings shall be held any place in San Diego County~~Each district present will have one vote, no proxies accepted.

Section 3.2. Quorum of Members.

The member districts present will constitute a quorum of the membership.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Number— of Directors.

~~The Board of Directors shall consist of a maximum of eight (8) persons.~~

The Board of Directors shall consist of a minimum of six or a maximum of nine persons; six Officers and three Chapter members who are presently serving on the CSDA Board of Directors.

The Officers of the Board of Directors shall consist of the following: President, First Vice President, Second Vice President, Secretary, Treasurer, and Immediate Past President. Each member of the Board of Directors shall have one vote.

Section 4.2. Nomination of Officers.

Any board member or employee of whose district is a regular member of CSDA and a member of Special District the Chapter may be nominated by his/her Board of Directors for election as an officer of this Association. Only one person per district may be nominated. An Officer whose district is not a member of CSDA at the time of adoption of these bylaws, may serve the remainder of their term.

Section 4.3. Election of Officers.

Officers shall be elected at the annual meeting to be held in the fourth quarter of each year, or may be elected by mail ballot of all Special Districts who are current members of the San Diego Chapter. Nominees from the floor, if the election is held during the quarterly meeting, or by written in, if held by mail ballot, is permissible. The election of President, First Vice President and Treasurer shall be held in even years. The election of Second Vice President and Secretary shall be held in odd years. The slate of officers will be presented by the Nomination Committee. Nominees from the floor are permissible. In the event there is more than one nominee for an office, a secret ballot will be conducted.

The election of President, First Vice President and Treasurer shall be held in even years. The election of Second Vice President and Secretary shall be held in odd years.

Section 4.4. Term of Office.

At the annual meeting of the Chapter, the members shall fill, by election all vacant, officer positions of the Executive Committee as referenced in Article IV, Section 4.3 to serve a term of two (2) years, beginning in January 1 of the following years year, or until the election of his/her their successor.

Section 5. Board of Directors.

The Board of Directors shall consist of the Executive Committee/Officers and San Diego Chapter members who are presently serving on the State CSDA Board.

Section 6. Executive Committee/Officers.

The Executive Committee of the Board shall consist of the following: President, First Vice President, Second Vice President, Secretary, Treasurer, and Immediate Past President.

Section 7. Voting.

Each member of the Board of Directors shall have one vote.

~~ARTICLE V~~
~~MEETINGS OF DIRECTORS~~

Section 5.1.- Regular Board Meetings.

Regular meetings of the Board of Directors shall be held prior to the quarterly membership meetings at a place within San Diego County ~~which has been~~ designated by the Officers ~~prior to the quarterly membership meetings~~.

Section 5.2.- Special Board Meetings.

Special meetings of the Board of Directors for ~~any purpose~~ immediate issues may be called at any time by any member of the Board. Meetings may be held in any place designated by the Board ~~of Directors~~.

Section 5.3. Quorum of Directors.

~~Five (5)~~ A minimum of two-thirds of the Board ~~members of~~ Directors shall constitute a quorum for the purpose of transacting business. Action taken by a minimum of ~~five~~ two-thirds of directors present at a meeting duly held constitutes action of the Board of Directors.

ARTICLE VI
COMMITTEES

Section 6.1.- Standing Committees.

Standing committees of the ~~Association~~ Chapter shall be: Executive, Membership, Legislation, Scholarship, and Nomination.

~~Section 6.1.1~~ **Executive Committee.** Composed of the Officers elected and is responsible for conducting the affairs of the ~~Association~~ Chapter. It shall transmit its decisions in writing, by phone, or other type of electronic communications to all members, as required, to meet commitments made.

Section

6.1.2 Executive Committee ~~Members and~~ Members' Duties.

President (1) shall preside over all meetings; (2) shall ~~act as chairperson of~~ oversee the Scholarship/Grant Committee; and (3) shall sign checks in the absence of the Treasurer.

First Vice President (1) shall be responsible for speaker/program for the regular meetings; (2) shall act in the place of the President as necessary; ~~and~~ (3) shall be the ~~Chairperson~~ chairperson of the Nomination Committee in alternate years when not standing for election, and (4) be responsible for maintaining and updating the San Diego Chapter information on the CSDA website.

Second Vice President (1) shall be responsible for membership recruitment; (2) shall be chairperson of the Membership Committee; and (3) shall act as ~~Chairperson~~ chairperson of the Nomination Committee in alternate years when not standing for election.

Secretary (1) shall be responsible for keeping minutes of the ~~Regular Membership meetings~~annual meeting and the Board of Director meetings; and (2) for publication and distribution of the ~~Association's~~Chapter's quarterly newsletter.

Treasurer (1) shall be responsible for collecting and depositing all funds; (2) for dispensing funds as specified by the Board of Directors; and (3) for keeping current records showing the names and addresses of all members.

Section

6.1.3 **Membership Committee.** Shall be responsible for recruitment and providing membership services, ~~such as notification of acceptance of membership in the Association.~~

Section

6.1.4 **Legislation Committee.** Shall be responsible for making recommendations to the ~~Executive Committee~~Board of Directors and Chapter members on legislative issues.

Section

6.1.5 ~~**Nomination Committee.**~~ (1) ~~Shall~~shall conduct and oversee the elections, either by mail or by vote at the annual meeting; (2) shall propose a slate of Officers, or individual replacement of Officers who have resigned during their term of office; (3) shall consist of three ~~(3)~~ to five ~~(5)~~Chapter members.

Section

6.1.6 **Scholarship/Grant Committee.** (1) ~~Shall~~shall review ~~Scholarships~~scholarship/grant criteria ~~and,~~ (2) make recommendations to the Board of Directors for any ~~change;~~ ~~(2)~~modification; (3) shall send scholarship/grant information and timeline to ~~San Diego~~ Chapter members; ~~(3)~~ shall review applications received from Chapter ~~Member Districts;~~ ~~(4)~~members, and (5) shall designate and notify recipients.

~~Section~~

6.1.6.1 Committee Membership. Shall consist of a maximum of 11 Chapter members with no more than three members of the Board of Directors and consisting of no more than one representative from a member district.

6.1.7 **Other committees.** ~~Appointed as required~~Committees. Created by a ~~decision of the Officers to create new committees~~the Board of Directors for specific purposes.

All committee members shall be appointed ~~prior to~~at the first meeting of the calendar year by the President.

Committees shall not commit Chapter funds without prior approval of the Board of Directors.

ARTICLE VII DUES

Section 7.1.- Annual Dues.

Annual dues shall be due and payable on or before the first day of July of each ~~calendar~~fiscal year. New members shall pay their annual dues ~~at the time they are approved for~~with their membership in the Association application. Membership dues shall not be pro-rated.

The Board of Directors, at the second meeting of the year, shall set the annual dues to meet the financial requirements of the ~~Association.~~Chapter.

Section 7.2.- Budget.

The Board of Directors shall determine the budget ~~by the~~based on dues ~~paid in~~received. No assessment shall be levied on the members by the Board of Directors other than the payment of regular dues specified.

~~Section 7.2.1~~ The following expenses will be paid by the Chapter: (1) Board of Directors meeting lunches (no alcohol); (2) the meal for the quarterly speaker and guest; (3) Chapter stationery; (4) postage; (5) and required annual liability insurance.

Section 7.2.2-

The ~~President can~~Treasurer may approve other expenditures of ~~less than~~ \$100.00 or less; documentation ~~of and receipts for~~ such approval ~~and receipts~~ shall be kept on file by the Treasurer. Expense requests exceeding \$100.00 shall be approved by the Board of Directors; ~~documentation of such approval and~~ shall be ~~kept on file by~~noted in the ~~Treasurer~~Board of Directors' minutes.

Section

7.2.3

The number and dollar amount of scholarships/grants given annually shall be established by the Board of Directors based on funds available.

ARTICLE VIII

STATE ASSOCIATION CSDA'S BYLAWS REGARDING COUNTY CHAPTERS

Members of ~~this Association~~the Chapter are referred to ~~the State Association~~CSDA's bylaws regarding ~~the formation and operation of County~~Local Chapters ~~recommended in~~ ARTICLE ~~VII of the State organization.~~(VIII--Local Chapters. Nothing in these ~~local~~Local Chapter bylaws ~~should~~shall be construed to violate or alter the ~~California Special Districts Association~~CSDA's bylaws-).

**ARTICLE IX
AMENDMENTS TO BYLAWS**

Section 1.- Adoption, Amendment or Repeal.

The ~~Bylaws~~bylaws may be adopted, amended or repealed by a majority of the regular members present at the annual meeting, or at any meeting called for that purpose.

~~Adopted: February 16, 2006~~

~~M/S: Betty Ferguson, Vallecitos Water District/Bill Knutson, Yuima Municipal Water District~~

~~Vote: Unanimous~~ Proposed amendments to the bylaws will be emailed to all special district members at least 30 days prior to the annual meeting.

BYLAWS
SAN DIEGO COUNTY CHAPTER
OF
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

ARTICLE I
GENERAL

Section 1.1. General.

The bylaws of the California Special Districts Association (“CSDA”) are, by this reference, incorporated herein as the bylaws of the San Diego County Chapter of the California Special Districts Association (“Chapter”). Bylaws of the local Chapter shall not be inconsistent with the Articles of Incorporation or bylaws of CSDA. The following bylaws are intended only to supplement CSDA bylaws and any conflict between these bylaws and referenced bylaws shall be resolved in favor of the CSDA bylaws.

Section 1.2. Principal Office.

The principal office for the transaction of the business of the Chapter is to be the office of the President of the Chapter. The Officers are granted full power and authority to change the location of the principal office within the County, and such change shall not be considered an amendment of these bylaws.

ARTICLE II
MEMBERSHIP

Section 2.1. Regular Membership.

Any Special District in San Diego County, which is an agency of the State of California for the local performance of governmental or proprietary functions within limited boundaries, is eligible for regular membership. (Excluding county or city school districts.) A Special District shall be a regular member of the Chapter once application for membership and payment of dues is received.

Section 2.2. Associate Membership.

Any business, person, or organization that does business with a Special District. After making application for membership and payment of dues, that entity shall be an associate member of the Chapter.

Section 2.3. Voting Rights.

Each regular member shall be entitled to one vote on all matters brought before the membership for vote at a general or special meeting. If several members of a Special District are in attendance, they shall select one representative for voting purposes. A majority vote of those members present will prevail.

- 2.3.1.** Associate members shall not have a vote on any matter brought before the membership.

- 2.3.2. Proxies shall not be permitted.
- 2.3.3. Board of Directors may determine issues subject to email/U.S. Mail ballot.
- 2.3.4. Ballot shall be emailed/U.S. mailed to each regular member no later than 30 days in advance of the date selected for the return and counting of the ballots. A majority vote will prevail.

Section 2.4. Termination of Membership.

Any member in arrears in the payment of annual dues for a period of three months after the due date shall have its membership terminated. Membership will be restored upon payment of annual dues.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 3.1. Meetings.

The Chapter shall meet quarterly or as determined by the Board of Directors or its membership. The annual meeting will be held in the fourth quarter for the purpose of electing Officers and voting on such other matters as may come before the membership. Each district present will have one vote, no proxies accepted.

Section 3.2. Quorum of Members.

The member districts present will constitute a quorum of the membership.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Number of Directors.

The Board of Directors shall consist of a minimum of six or a maximum of nine persons; six Officers and three Chapter members who are presently serving on the CSDA Board of Directors. The Officers of the Board of Directors shall consist of the following: President, First Vice President, Second Vice President, Secretary, Treasurer, and Immediate Past President. Each member of the Board of Directors shall have one vote.

Section 4.2. Nomination of Officers.

Any board member or employee whose district is a regular member of CSDA and a member of the Chapter may be nominated by his/her Board of Directors. Only one person per district may be nominated. An Officer whose district is not a member of CSDA at the time of adoption of these bylaws, may serve the remainder of their term.

Section 4.3. Election of Officers.

Officers shall be elected at the annual meeting to be held in the fourth quarter of each year. The slate of officers will be presented by the Nomination Committee. Nominees from the floor are permissible. In the event there is more than one nominee for an office, a secret ballot will be conducted.

The election of President, First Vice President and Treasurer shall be held in even years. The election of Second Vice President and Secretary shall be held in odd years.

Section 4.4. Term of Office.

At the annual meeting of the Chapter, the members shall fill, by election, officer positions as referenced in Article IV, Section 4.3 to serve a term of two years, beginning January 1 of the following year, or until the election of their successor.

**ARTICLE V
MEETINGS OF DIRECTORS**

Section 5.1. Regular Board Meetings.

Regular meetings of the Board of Directors shall be held prior to the quarterly membership meetings at a place within San Diego County designated by the Officers.

Section 5.2. Special Board Meetings.

Special meetings of the Board of Directors for immediate issues may be called at any time by any member of the Board. Meetings may be held in any place designated by the Board of Directors.

Section 5.3. Quorum of Directors.

A minimum of two-thirds of the Board of Directors shall constitute a quorum for the purpose of transacting business. Action taken by a minimum of two-thirds of directors present at a meeting duly held constitutes action of the Board of Directors.

**ARTICLE VI
COMMITTEES**

Section 6.1. Standing Committees.

Standing committees of the Chapter shall be: Executive, Membership, Legislation, Scholarship, and Nomination.

6.1.1 Executive Committee. Composed of the Officers elected and is responsible for conducting the affairs of the Chapter. It shall transmit its decisions in writing, by phone, or other type of electronic communications to all members, as required, to meet commitments made.

6.1.2 Executive Committee Members' Duties.

President (1) shall preside over all meetings; (2) shall oversee the Scholarship/Grant Committee; and (3) shall sign checks in the absence of the Treasurer.

First Vice President (1) shall be responsible for speaker/program for the regular meetings; (2) shall act in the place of the President as necessary; (3) shall be the chairperson of the Nomination Committee in alternate years when not standing

for election, and (4) be responsible for maintaining and updating the San Diego Chapter information on the CSDA website.

Second Vice President (1) shall be responsible for membership recruitment; (2) shall be chairperson of the Membership Committee; and (3) shall act as chairperson of the Nomination Committee in alternate years when not standing for election.

Secretary (1) shall be responsible for keeping minutes of the annual meeting and the Board of Director meetings; and (2) for publication and distribution of the Chapter's quarterly newsletter.

Treasurer (1) shall be responsible for collecting and depositing all funds; (2) for dispensing funds as specified by the Board of Directors; and (3) for keeping current records showing the names and addresses of all members.

6.1.3 **Membership Committee.** Shall be responsible for recruitment and providing membership services.

6.1.4 **Legislation Committee.** Shall be responsible for making recommendations to the Board of Directors and Chapter members on legislative issues.

6.1.5 **Nomination Committee.** (1) shall conduct and oversee the elections, either by mail or by vote at the annual meeting; (2) shall propose a slate of Officers, or individual replacement of Officers who have resigned during their term of office; (3) shall consist of three to five Chapter members.

6.1.6 **Scholarship/Grant Committee.** (1) shall review scholarship/grant criteria, (2) make recommendations to the Board of Directors for any modification; (3) shall send scholarship/grant information and timeline to Chapter members; (4) shall review applications received from Chapter members, and (5) shall designate and notify recipients.

6.1.6.1 **Committee Membership.** Shall consist of a maximum of 11 Chapter members with no more than three members of the Board of Directors and consisting of no more than one representative from a member district.

6.1.7 **Other Committees.** Created by the Board of Directors for specific purposes.

All committee members shall be appointed at the first meeting of the calendar year by the President.

Committees shall not commit Chapter funds without prior approval of the Board of Directors.

ARTICLE VII DUES

Section 7.1. Annual Dues.

Annual dues shall be due and payable on or before the first day of July of each fiscal year. New members shall pay their annual dues with their membership application. Membership dues shall not be pro-rated.

The Board of Directors, at the second meeting of the year, shall set the annual dues to meet the financial requirements of the Chapter.

Section 7.2. Budget.

The Board of Directors shall determine the budget based on dues received. No assessment shall be levied on the members by the Board of Directors other than the payment of regular dues specified.

- 7.2.1** The following expenses will be paid by the Chapter: (1) Board of Directors meeting lunches (no alcohol); (2) the meal for the quarterly speaker and guest; (3) Chapter stationery; (4) postage; (5) and required annual liability insurance.

- 7.2.2** The Treasurer may approve other expenditures of \$100.00 or less; documentation and receipts for such approval shall be kept on file by the Treasurer. Expense requests exceeding \$100.00 shall be approved by the Board of Directors and shall be noted in the Board of Directors' minutes.

- 7.2.3** The number and dollar amount of scholarships/grants given annually shall be established by the Board of Directors based on funds.

ARTICLE VIII CSDA'S BYLAWS REGARDING COUNTY CHAPTERS

Members of the Chapter are referred to CSDA's bylaws regarding Local Chapters in *ARTICLE VIII--Local Chapters*. Nothing in these Local Chapter bylaws shall be construed to violate or alter the CSDA's bylaws.

ARTICLE IX AMENDMENTS TO BYLAWS

Section 1. Adoption, Amendment or Repeal.

The bylaws may be adopted, amended or repealed by a majority of the regular members present at the annual meeting, or at any meeting called for that purpose. Proposed amendments to the bylaws will be emailed to all special district members at least 30 days prior to the annual meeting.



Agenda Item: 11

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Roy Coox

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



STAFF REPORT

Agenda Item: 12.A

Board Meeting Date: October 8, 2014
Prepared By: Marian Schmidt
Approved By: Roy Coox

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.



STAFF REPORT

Agenda Item: 12.B

Board Meeting Date: October 8, 2014
Prepared By: Marian Schmidt
Approved By: Roy Coox

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS AND DIRECTORS ATTENDING

SUMMARY: The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1	Russian River Tour (Water Education Foundation) <i>Oct. 9-10, 2014 – Santa Rosa</i> <i>Reservation deadline: 9/24/14</i>	
2	Santa Ana River Watershed Conference (Water Education Foundation) <i>Oct. 14, 2014 – Riverside Convention Center</i> <i>Registration deadline: 10/10/14</i>	Vásquez (R)
3	Groundwater Annual Conference & GRA Annual Meeting <i>Oct. 15-16, 2014 – Hilton Sacramento Arden West – Sacramento</i> <i>Registration deadline: 9/19/14</i>	Dorey (R,A,H)
4 *	Council of Water Utilities Meeting <i>Oct. 21, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 10/17/14</i>	Vásquez Dorey
5 *	North County Water Group Meeting <i>Oct. 22, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
6	Northern California Tour (Water Education Foundation) <i>Oct. 22-24, 2014 – Sacramento Airport</i> <i>Reservation deadline: 10/14/14</i>	
7	ACWA Region 8, 9, 10 Conference <i>Oct. 26-27, 2014 – Hilton San Diego/Del Mar</i> <i>Tour Registration deadline: 10/3/14; Regular Registration deadline: 10/20/14</i>	
8	San Joaquin River Restoration Tour (Water Education Foundation) <i>Nov. 6-7, 2014 – Fresno</i> <i>Reservation deadline: 10/22/14</i>	
9	Ethics Compliance Training AB 124 Webinar (CSDA) <i>Nov. 13, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 11/10/14</i>	
10	Colorado River Aqueduct System Tour (SDCWA & MWD) <i>Nov. 14-15, 2014 – Meets at SDCWA</i> <i>Reservation deadline: First Come First Serve Basis</i>	
11	Special District Leadership Academy Conference <i>Nov. 16-19, 2014 – Embassy Suites Anaheim – South, Garden Grove</i> <i>Registration deadline (Early Bird): 10/16/14</i>	
12 *	Council of Water Utilities Meeting <i>Nov. 18, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 11/14/14</i>	Vásquez
13 *	North County Water Group Meeting <i>Nov. 19, 2014, 7:30 a.m. – Rincon del Diablo MWD, Escondido</i>	
14 *	CSDA Quarterly Dinner Meeting <i>Nov. 20, 2014 – Location TBD</i>	

15	ACWA Fall Conference <i>Dec. 2-5, 2014 – Manchester Grand Hyatt, San Diego</i> <i>Registration deadline: 11/7/14</i>	Dorey MacKenzie (H) Miller Vásquez (H)
16	Must Have Communication Protocols – Board & Staff Webinar (CSDA) <i>Dec. 10, 2014, 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 12/5/14</i>	
17	Colorado River Water Users Association Annual Conference <i>Dec. 10-12, 2014 – Caesars Palace, Las Vegas</i> <i>Registration deadline: 11/28/14</i>	MacKenzie (A,H)
18 *	Council of Water Utilities Meeting <i>Dec. 16, 2014, 7:15 a.m. – StoneRidge Country Club, Poway</i> <i>Reservation deadline: 12/12/14</i>	Vásquez
19	Colorado River Aqueduct System Tour (SDCWA & MWD) <i>Jan. 24-25, 2015 – Meets at SDCWA</i> <i>Reservation deadline: Registration not open</i>	
20	State Water Project/Bay Delta Tour (SDCWA & MWD) <i>Feb. 21-22, 2015 – Meets at SDCWA</i> <i>Reservation deadline: Registration not open</i>	
21	State Water Project/Bay Delta Tour (SDCWA & MWD) <i>Mar. 20-22-2015 – Meets at SDCWA</i> <i>Reservation deadline: Registration not open</i>	
22	Hoover Dam & Colorado River Aqueduct Tour (SDCWA & MWD) <i>Apr. 18-19, 2015 – Meets at SDCWA</i> <i>Reservation deadline: Registration not open</i>	
23	Colorado River Aqueduct System Tour (SDCWA & MWD) <i>May 1-2, 2015 – Meets at SDCWA</i> <i>Reservation deadline: Registration not open</i>	
24	ACWA Spring Conference <i>May 5-8, 2015 – Sacramento Convention Center</i> <i>Reservations deadline: TBD</i>	

* Non-per diem meeting except when serving as an officer of the organization

The following abbreviations indicate arrangements that have been made by staff:

A=Airline; **R**=Registration; **C**=Car; **H**=Hotel; **T**=Tentative



Agenda Item: 13

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Marian Schmidt

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

Staff-generated list of tentative items for future agendas:

- General Manager performance evaluation
- Work Order System Software Selection
- Drought update / Review of water conservation measures



Agenda Item: 14

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Marian Schmidt

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



Agenda Item: 15

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Roy Coox

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.



Agenda Item: 16

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Roy Coox

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.



Agenda Item: 17

STAFF REPORT

Board Meeting Date: October 8, 2014
Prepared By: Roy Coox

SUBJECT: CLOSED SESSION FOR CONFERENCE WITH LEGAL COUNSEL

SUMMARY: Conference with legal counsel per paragraph (1) of subdivision (d) of Government Code section 54956.9 to discuss the following existing litigation:

- A. San Luis Rey Indian Water Rights Litigation (Settlement)
- B. Quantification Settlement Agreement (QSA)

NOTICE OF ADJOURNED MEETING
OF THE BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF VISTA IRRIGATION DISTRICT, HELD ON OCTOBER 8, 2014, WAS ADJOURNED UNTIL 9:00 AM, OCTOBER 22, 2014, AT THE OFFICE OF THE VISTA IRRIGATION DISTRICT, 1391 ENGINEER STREET, VISTA, CALIFORNIA.

* * * * *

AFFIDAVIT OF POSTING ORDER OF ADJOURNMENT OF MEETING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Lisa Soto, hereby certify that I am the duly appointed, qualified Secretary of the Board of Directors of Vista Irrigation District; that the foregoing is duly noted in the Minutes of said Regular Meeting of the Board of Directors of Vista Irrigation District; that said Regular Board Meeting was ordered adjourned to the time and place above specified; and that I posted a copy of this order of adjournment near the public entrance to the Board Room at the offices of the District.



Lisa R. Soto, Secretary
Board of Directors
Vista Irrigation District

POSTED: October 8, 2014