



TAMI RITTER, CHAIR  
Supervisor, District #3

ADDISON WINSLOW, VICE CHAIR  
Councilmember, Chico

BILL CONNELLY  
Supervisor, District #1

PETER DURFEE  
Supervisor, District #2

TOD KIMMELSHUE  
Supervisor, District #4

DOUG TEETER  
Supervisor, District #5

CHUCK NUCHOLS  
Vice Mayor, Biggs

ANGEL CALDERON  
Councilmember, Gridley

ERIC SMITH  
Vice Mayor, Oroville

ROSE TRYON  
Councilmember, Paradise

STEPHEN ERTL  
Air Pollution Control Officer

PATRICK LUCEY  
Assistant Air Pollution Control Officer

# REGULAR MEETING NOTICE OF THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT GOVERNING BOARD October 24, 2024 - 10:00 a.m.

## Meeting Location:

Butte County Association of Governments Board Room  
326 Huss Drive, Suite 100, Chico, California

Members of the public are encouraged to attend the meeting in real time using the Zoom information listed below. Please note: To join the video conference, you will need a webcam and computer audio (speakers and microphone). If you do not have either, you may dial 1-669-900-9128 to join by audio only.

<https://us02web.zoom.us/j/87111751705?pwd=em1GWGk2cVJZTExqYmwraGw2T1pzd09>

Zoom Meeting ID: 871 1175 1705 Passcode: 298155

The Governing Board is committed to making its proceedings accessible to all citizens. Individuals with special needs should call the Clerk of the Board at (530) 332-9400, Monday through Friday, 7:30 a.m. to 4:30 p.m. to request disability-related modifications, accommodations or to request materials in alternate formats. All requests for special accommodations and/or alternative format documents must be made 48 hours prior to the meeting. Every reasonable attempt will be made to provide such accommodations.

1. **Call to Order and Roll Call.** **Chair**  
Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449.
2. **Additions and Deletions to the Consent Agenda.** **Chair**

## **CONSENT AGENDA**

- 3.1 Minutes of the September 26, 2024 Meeting of the Board of Directors. **Kelly Towne**
- 3.2 Activity Report on Butte County Air Quality Management District Activities. **Stephen Ertle**
- 3.3 Financial Status Report Fiscal Year 2024-2025. **Aleah Ing**
- 3.4 Calendar of Events. **Stephen Ertle**
- 3.5 Status Report on Communications. **Kelly Towne**
- 3.6 Health Disclosure Statement. **Aleah Ing**

3.7 FY 24-25 Carl Moyer Program

*Jason Mandly*

## **REGULAR AGENDA**

### **ITEMS FOR ACTION**

- |   |                      |
|---|----------------------|
| 4. Items removed from the consent agenda for Board consideration and action - <i>if any</i> .                 | <i>Chair</i>         |
| 5. 2024-2027 BCAQMD Employee Association Memorandum of Understanding Adoption (Motion to approve resolution). | <i>Stephen Ertle</i> |
| 6. FY24/25 1 <sup>st</sup> Quarter Grant Revenue Report (Motion to accept and file).                          | <i>Aleah Ing</i>     |
| 7. AB2588 Annual Report (Motion to accept and file).  | <i>Riley Peacock</i> |
| 8. CAP Support Grants approval (Motion for approval).   | <i>Sam Nassie</i>    |
| 9. FY23/24 Final & FY24/25 Initial Budget Amendments (Motion for approval).                                   | <i>Aleah Ing</i>     |

### **ITEMS FOR INFORMATION**

- |   |                      |
|---|----------------------|
| 10. SDRMA President's Special Acknowledgment Award (Receive report).  | <i>Stephen Ertle</i> |
| 11. Other Business.   | <i>Chair</i>         |
| 12. <b>Public Comment Period.</b> Any person may address the Board of Directors on any matter within the jurisdiction of the Board that is not on the agenda for this meeting. Any person may address the Board on an agenda item when that time is called. The chair requests that each person addressing the Board limits their presentation to five (5) minutes. | <i>Chair</i>         |
| 13. <b>Adjourn to Closed Session.</b><br>Conference with Labor Negotiators/Potential Litigation.  | <i>Chair</i>         |
| 14. Report from Closed Session.   | <i>Chair</i>         |

## **ADJOURNMENT**

- |  |              |
|--|--------------|
| 15. The next Board of Directors Meeting is scheduled for December 12, 2024, at 10:00 a.m. at the Butte County Association of Governments Board Room, 326 Huss Drive, Suite 100, Chico, California. | <i>Chair</i> |
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Questions, comments, and correspondence may be directed to:

Kelly Towne, Clerk of the Board

629 Entler Avenue, Suite 15

Chico, CA 95928

[ktowne@bcaqmd.org](mailto:ktowne@bcaqmd.org) or 530-332-9400 ext. 109





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*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

## Draft Minutes of the Butte County Air Quality Management District Governing Board of Directors Meeting of September 26, 2024

### Members Present:

Bill Connelly	Supervisor District 1
Tami Ritter	Supervisor, District 3
Tod Kimmelshue	Supervisor, District 4
Doug Teeter	Supervisor, District 5
Addison Winslow	Councilmember, Chico
Angel Calderon	Councilmember, Gridley
Chuck Nuchols	Vice Mayor, Biggs

### Members Absent:

Rose Tryon	Councilmember, Town of Paradise
Eric Smith	Vice Mayor, City of Oroville
Peter Durfee	Supervisor, District 2

### Staff Present:

Stephen Ertle	Air Pollution Control Officer (APCO)
Kelly Towne	Clerk of the Board
Patrick Lucey	Assistant Air Pollution Control Officer

### Remote Staff:

Aleah Ing	Administrative Services Officer
David Campbell	Air Quality Compliance Specialist II
Jason Mandly	Senior Air Quality Planner
Sam Nassie	Air Quality Compliance Specialist II

### Others Remote:

Greg Einhorn	District Counsel
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### 1. Call to Order and Roll Call.

Chair Ritter called the meeting to order at 10:04 a.m. at the BCAG Board Room, 326 Huss Drive, Suite 100, Chico, California.

### 2. Additions and Deletions to the Consent or Regular Agenda.

No additions or deletions.

**3. Consent Agenda.**

- 3.1 Minutes of the June 27, 2024 Meeting of the Board of Directors.
- 3.2 Activity Report on Butte County Air Quality Management District Activities.
- 3.3 Financial Status Report Fiscal Year 2023-2024.
- 3.4 Status Report on Calendar of Events.
- 3.5 Status Report on Communications.
- 3.5 Health Disclosure Statement.

**ACTION REQUESTED: Approve Consent Agenda Items.**

Board comments: None.  
Public comments: None.

A motion was made by Supervisor Kimmelshue and seconded by Vice Mayor Nuchols to approve the Consent Agenda Items.

**Motion carries by the following vote:**

- AYES: Supervisor Ritter, Councilmember Winslow, Supervisor Connelly, Supervisor Kimmelshue (motion), Supervisor Teeter, Vice Mayor Nuchols (second), and Councilmember Calderon.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Supervisor Durfee, Vice Mayor Smith, and Councilmember Tryon.

**ITEMS FOR ACTION**

**4. Items removed from the Consent Agenda for Board consideration and actions.**

No items removed from the Consent Agenda.

**5. Fiscal Year 23/24 4<sup>th</sup> Quarter Grant Revenue Report.**

**ACTION REQUESTED:** Accept and file report.

The FY 23/24 4<sup>th</sup> Quarter Grant Revenue Report was presented by Aleah Ing, Administrative Services Officer.

Board Discussion: Board discussion ensued.  
Public comments: None.

A motion was made by Supervisor Connelly and seconded by Supervisor Teeter to accept and file the FY 23/24 4<sup>th</sup> Quarter Grant Revenue Report.

**Motion carries by the following vote:**

AYES: Supervisor Ritter, Councilmember Winslow, Supervisor Connelly (motion), Supervisor Kimmelshue, Supervisor Teeter (second), Vice Mayor Nuchols, and Councilmember Calderon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Supervisor Durfee, Vice Mayor Smith, and Councilmember Tryon.

**6. Fiscal Year 23/24 Final Budget Amendments.**

**ACTION REQUESTED:** Approve budget transfers and amendments for both FY 2023-24 and FY 2024-25.  
The item was tabled to a future meeting date.

Board discussion: None.  
Public comments: None.

**7. 2024-2027 BCAQMD Management Association Memorandum of Understanding Adoption.**

**ACTION REQUESTED:** Adopt Resolution 2024-10 approving the 3-Year Memorandum of Understanding with the District MA and authorize the Chair to sign.  
The 2024-2027 BCAQMD Management Association Memorandum of Understanding report was presented by Stephen Ertle, Air Pollution Control Officer.

Board discussion: None.  
Public comments: None.

A motion was made by Councilmember Calderon and seconded by Supervisor Kimmelshue to Adopt Resolution 2024-10 approving the 3-Year Memorandum of Understanding with the District MA and authorize the Chair to sign.

**Motion carries by the following vote:**

AYES: Supervisor Ritter, Councilmember Winslow, Supervisor Connelly, Supervisor Kimmelshue (second), Supervisor Teeter, Vice Mayor Nuchols, and Councilmember Calderon (motion).  
NOES: None.  
ABSTAIN: None.  
ABSENT: Supervisor Durfee, Vice Mayor Smith, and Councilmember Tryon.

**8. PERS Classic & Pepra Valuation Report, PERS CEPPT Trust Summary.**

**ACTION REQUESTED:** Receive report and approve CalPERS Annual Valuation reports for CLASSIC and PEPRA ending 6/30/2023 and the CalPERS CEPPT Account Summary Report as of 6/30/2023.  
The PERS Classic & Pepra Valuation report, PERS CEPPT Trues Summary was presented by Aleah Ing, Administrative Services Officer.

Board discussion: None.  
Public comments: None.

A motion was made by Councilmember Winslow and seconded by Supervisor Kimmelshue to receive and approve the CalPERS Annual Valuation reports for CLASSIC and PEPRA ending 6/30/2023 and the CalPERS CEPPT Account Summary Report as of 6/30/2023.

**Motion carries by the following vote:**

AYES: Supervisor Ritter, Councilmember Winslow (motion), Supervisor Connelly, Supervisor Kimmelshue (second), Supervisor Teeter, Vice Mayor Nuchols, and Councilmember Calderon.

NOES: None.

ABSTAIN: None.

ABSENT: Supervisor Durfee, Vice Mayor Smith, and Councilmember Tryon.

**ITEMS FOR INFORMATION**

**9. Other Business.**

**APCO Report.**

This item was left off the regular Agenda and was presented by APCO, Stephen Ertle.

See Addendum to the minutes for the report.

Board Discussion: Board Discussion ensued.

Public Comment: None.

**10. Public Comment Period.** Any person may address the Board of Directors on any matter within the jurisdiction of the Board that is not on the agenda for this meeting. Any person may address the Board on an agenda item when that time is called. The Chair requests that each person addressing the Board limits their presentation to five (5) minutes.

**11. Adjourn to Closed Session.**

- The meeting adjourned to closed session at 10:26 a.m.

**12. Report From Closed Session.**

- No report from closed session.

**13. The meeting adjourned at 10:46 a.m. The next Board of Directors Meeting is scheduled for October 24, 2024 at 10:00 a.m. at the Butte County Association of Governments Board Room, 326 Huss Drive, Suite 100, Chico, California.**

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Stephen Ertle, Air Pollution Control Officer  
Butte County Air Quality Management District

I hereby attest that this is a true and correct copy of the action taken by the Butte County Air Quality Management District Board of Directors on September 26, 2024.

ATTEST: \_\_\_\_\_  
Kelly Towne, Clerk of the Governing Board

# **Attachment 1**

## **APCO Report**

### Federal Update

- **Congressman Troy E. Nehls (R-TX-22)** introduced the *Stop California from Advancing Regulatory Burden Act*, or the *Stop CARB Act*. **Senator Mike Lee (R-UT)** is leading the Senate companion to this legislation (September 12). This legislation would repeal Section 177 of the CAA, which allows other states across the nation to adopt the California emissions standards and would nullify any active or pending waivers, and clean up references to the waiver in other statute.

### State Update/Legislative Update

- **AB 1465 (Wicks) Penalty ceiling increase. BAAQMD Sponsored. CAPCOA and South Coast Supported.** Triples the ceiling on civil penalties for Title V sources of air pollution that violate air pollution control rules, regulations, or permit conditions.
- **SB 1158 (Archuleta) Moyer Liquidation deadlines. South Coast Sponsored. CAPCOA Supported.** This bill extends the time air districts have to disburse Carl Moyer Program funds from four to six years.
- **AB 2561 (McKinnor) Local Public Agency Vacancies. CAPCOA and South Coast Opposed Unless Amended on previous versions.** Neutral on the last two versions. This labor sponsored bill requires local public agencies to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing.
- **AB617 Funding: CARB OCAP** proposing increase from 1% to 2% for their administration of the program (use incentives funds to support admin?). CARB exploring admin increase for Districts as well (currently 6.25% large, 12.5% others).
- **FARMER program** was funded at \$2 million. No indications of how that will be allocated across the State.
- **Satellite methane plume study with public data-** Data will start releasing in the Spring.

### Local Update

- **Awarded Grant for “Mobile & Portable Air Monitoring Enhancements”** to build a mobile monitoring platform that can respond throughout Butte to screen for impacts from criteria air pollutants (\$139,939.00 total: \$112,110.55/\$27,828.45).
  - respond to wildfire smoke episodes,
  - evaluate impacts from open burning,
  - conduct community air quality studies,
  - supplement monitoring in communities impacted by power outages due to wildfire damage or Public Safety Power Shutoff events,
  - Refined measurements will allow the District to adjust messaging in air quality advisories and notifications to the public, and
  - Additional data may also help support future exceptional events demonstrations.
- **New Website:** State requirements for websites go into effect in January-In response we developed a new website designed to work on mobile platforms and includes the ability for agricultural burning notifications to be made through the website (increases options for burners and reduces data entry time for staff).

### CAPCOA Leg Retreat and Board Meeting

- **CHIRP Allocations (Climate Heat Impact Response Program)** for 2022 year (Butte to receive >\$100,000 for pollution mitigation)





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Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: **Activity Report**

**ISSUE:**

Summary of District activities for calendar years 2022, 2023 and 2024 as of September 30, 2024.

**ACTION REQUESTED:**

Accept and file report.

**DISCUSSION:**

None.

Attachment:

2024 Activity Report.

## Agenda Item 3.2

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Activity (2024)	2022	2023	Jan	Feb*	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD <sup>1</sup>
Permits to Operate Issued/Renewed	813	804	51	71	69	66	155	66	89	53	45				665
Authority to Construct Permits Issued	50	38	1	3	2	5	0	4	1	2	0				18
Portable Equipment Registrations	34	38	2	6	1	1	3	2	0	7	4				26
Engine Registrations Issued/Renewed	261	0	0	246	0	0	0	0	0	0	0				246
Inspections Performed by Facility	496	348	41	44	40	26	27	31	16	30	27				282
Inspections Performed by Permits	658	472	57	69	43	32	30	50	19	37	30				367
Status Change Reports Received	3	84	4	16	4	1	11	8	5	5	8				62
Agricultural Burn Days <sup>2*</sup>	356	353	31	29*	31	30	31	30	31	25**	30				214
Agricultural No-Burn Days <sup>2*</sup>	9	12	0	0	0	0	0	0	0	6**	0				0
Burn Permits Issued	750	727	55	33	79	117	81	44	43	59	57				568
Burn Notifications	5,152	4,826	257	299	422	611	436	306	199	303	347				3180
Rice Fields Reported Harvested	375	394	0	0	0	3	0	0	0	0	92				95
Complaints Received	134	87	3	7	10	12	10	12	3	4	9				70
Notices of Noncompliance Issued	104	79	7	4	6	5	13	4	3	2	4				48
Notices to Comply Issued	23	5	0	1	1	0	1	0	0	0	0				3
Public Outreach	499	651	65	53	57	48	516	107	77	76	38				1037
Environmental Documents Reviewed	5	1	0	0	0	0	0	0	0	0	0				0
Public Records Requests	64	31	9	4	3	5	3	2	4	1	5				36

<sup>1</sup> YTD = Year-to-date totals

<sup>2</sup> Burn Day Status reported below 3000' elevation

\*\* Six No Burn Days declared by APCO due to exceptional event; five of these days were CARB Permissive Burn Days.

\* Leap Year

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Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Aleah Ing, Administrative Services Officer

Re: **Financial Status Report Fiscal Year 2024-2025**

**ISSUE:**

Financial Status Report.

**ACTION REQUESTED:**

Accept and file report.

**DISCUSSION:**

The attached financial report summarizes the District's finances during the period of July 1, 2024 through September 30, 2024 and the Balance sheet for the period ending September 30, 2024.

Attachment:

1-Fiscal Year 24-25 September Balance Sheet.

2-Fiscal Year 24-25 September Revenue and Expense Report.

# Agenda Item 3.3

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**Butte Co. Air Quality Management Dist.**  
**Balance Sheet**  
As of Sept 30, 2024

	<b>Sep 30, 24</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1002 · Cash on Hand - Change Box	200.00
1003 · Bank of America - General-0648	474,447.24
1004 · Bank of America - Payroll-0649	12,467.80
1007 · B of A Reserve Acct - 1789	329,696.32
1010 · B of A - 0980 (Grant 1)	178,344.83
1011 · Tri Counties - Carl Moyer 2618	611,882.49
1012 · Tri Counties - FARMER - 6831	1,123,897.27
1013 · Tri Counties - CAP-6855	624,979.87
1017 · Tri Counties - AB 617-6818	129,172.65
1018 · State LAIF Acct	1,287,072.75
<b>Total Checking/Savings</b>	4,772,161.22
<b>Accounts Receivable</b>	
1200 · Accounts Receivable	1,146,647.88
<b>Total Accounts Receivable</b>	1,146,647.88
<b>Other Current Assets</b>	
1102 · Due From Other Governments	128,063.84
1500 · Undeposited Funds	64,412.13
<b>Total Other Current Assets</b>	192,475.97
<b>Total Current Assets</b>	6,111,285.07
<b>Other Assets</b>	
1300 · Prepaid Costs	13,681.93
<b>Total Other Assets</b>	13,681.93
<b>TOTAL ASSETS</b>	<b>6,124,967.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	20,441.53
2001 · A/P - Grantees	1,477,563.92
<b>Total Accounts Payable</b>	1,498,005.45
<b>Credit Cards</b>	
2400 · Credit Cards	
2401 · Valero -7182	286.50
<b>Total 2400 · Credit Cards</b>	286.50
<b>Total Credit Cards</b>	286.50
<b>Other Current Liabilities</b>	
2100 · Accrual Payroll & Benefits	
210004 · HI 125	940.35

	<b>Sep 30, 24</b>
210011 · PERS Survivor Benefits	-2,539.71
210013 · MED FLEX	1,953.50
210017 · 457 Contributions	-824.70
210035 · PERS-Employee Contribution	2,539.50
2100 · Accrual Payroll & Benefits - Other	15,591.88
<b>Total 2100 · Accrual Payroll &amp; Benefits</b>	<b>17,660.82</b>
<b>2107 · Unearned Revenue</b>	
210904 · FARMER	331,616.29
210906 · Carl Moyer	46,817.72
210910 · Community (CAP)	282,866.90
210914 · AB 617	151,605.24
210917 · Prescribed Fire Grant	77,102.03
<b>Total 2107 · Unearned Revenue</b>	<b>890,008.18</b>
<b>Total Other Current Liabilities</b>	<b>907,669.00</b>
<b>Total Current Liabilities</b>	<b>2,405,960.95</b>
<b>Total Liabilities</b>	<b>2,405,960.95</b>
<b>Equity</b>	
3100 · Reserves	329,626.07
<b>3200 · Restricted Fund</b>	
3004 · Carl Moyer Program	226,115.08
3005 · Reserved FARMER Prgm	66,814.43
3009 · Woodsmoke Grant	132,343.27
3012 · Community (CAP)	1,117,224.30
<b>Total 3200 · Restricted Fund</b>	<b>1,542,497.08</b>
3900 · Retained Earnings	2,021,332.96
Net Income	-174,450.06
<b>Total Equity</b>	<b>3,719,006.05</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,124,967.00</b>



**Butte Co. Air Quality Management Dist.**  
**Profit & Loss Budget vs. Actual**  
 Sept 2024 -25% of the Year

Accrual Basis

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>421 · License and Permits</b>				
4213010 · Ag Burn Permits	16,789.35	90,000.00	-73,210.65	18.66%
4213013 · Ag Engine Registration Program	-50.87	3,500.00	-3,550.87	-1.45%
4213020 · Title V Permits	0.00	4,500.00	-4,500.00	0.0%
4213030 · Operating Permits	136,487.77	490,266.00	-353,778.23	27.84%
4213035 · Portable Engine Registration	1,584.00	45,659.00	-44,075.00	3.47%
4213038 · Asbestos Program	9,820.80	43,092.00	-33,271.20	22.79%
4213040 · Auth to Construct	3,672.92	29,000.00	-25,327.08	12.67%
4213055 · Emission Reduction Fee	0.00	0.00	0.00	0.0%
4213060 · Misc. Other Permits	0.00	600.00	-600.00	0.0%
4713061 · Technical Evaluation	633.60	5,000.00	-4,366.40	12.67%
<b>Total 421 · License and Permits</b>	<b>168,937.57</b>	<b>711,617.00</b>	<b>-542,679.43</b>	<b>23.74%</b>
<b>430 · Fines, Forfeitures &amp; Penalties</b>				
4300001 · Civil Settlements	11,390.00	45,000.00	-33,610.00	25.31%
<b>Total 430 · Fines, Forfeitures &amp; Penalties</b>	<b>11,390.00</b>	<b>45,000.00</b>	<b>-33,610.00</b>	<b>25.31%</b>
<b>441 · Interest Income</b>	383.53	35,792.00	-35,408.47	1.07%
<b>451 · Intergovernmental</b>				
<b>45000 · Governmental Funds</b>				
4500001 · State Subvention	0.00	65,300.00	-65,300.00	0.0%
4511001 · DMV Surcharge	189,717.68	735,500.00	-545,782.32	25.79%
<b>Total 45000 · Governmental Funds</b>	<b>189,717.68</b>	<b>800,800.00</b>	<b>-611,082.32</b>	<b>23.69%</b>
<b>45105 · Direct Grant Funds</b>				
4510500 · AB 2588 Hot Spots Fee	0.00	134.00	-134.00	0.0%
4510501 · 105 Pilot Project Grant Funding	0.00	61,012.00	-61,012.00	0.0%
4510502 · AB 197 Funding	0.00	8,583.00	-8,583.00	0.0%
4510503 · AB 617 Funding	18,418.11	158,526.11	-140,108.00	11.62%
4510504 · Prescribed Fire Grant	20,210.30	87,598.03	-67,387.73	23.07%
4510505 · GHG Oil & Gas Funding	0.00	6,000.00	-6,000.00	0.0%
<b>Total 45105 · Direct Grant Funds</b>	<b>38,628.41</b>	<b>321,853.14</b>	<b>-283,224.73</b>	<b>12.0%</b>
<b>45109 · Pass Through Grants</b>				
4510904 · FARMER Funding	0.00	0.00	0.00	0.0%
4510906 · Carl Moyer Grant	0.00	0.00	0.00	0.0%
4510909 · Woodsmoke Grant	0.00	0.00	0.00	0.0%
4510915 · Community Air Program (CAP)	967,559.27	0.00	967,559.27	100.0%
<b>Total 45109 · Pass Through Grants</b>	<b>967,559.27</b>	<b>0.00</b>	<b>967,559.27</b>	<b>100.0%</b>
<b>Total 451 · Intergovernmental</b>	<b>1,195,905.36</b>	<b>1,122,653.14</b>	<b>73,252.22</b>	<b>106.53%</b>
<b>471 · Miscellaneous Revenue</b>				
4712523 · Other Misc. Revenue	4,266.72	16,695.00	-12,428.28	25.56%
<b>4712550 · Implementation Funds</b>				
Carl Moyer Implementation	33,873.89	63,772.57	-29,898.68	53.12%
Community CAP Implementation	31,359.01	496,060.11	-464,701.10	6.32%
FARMER Implementation	33,258.36	408,543.08	-375,284.72	8.14%
WoodSmoke Implementation	4,555.65	0.00	4,555.65	100.0%
4712550 · Implementation Funds - Other	138,222.73			
<b>Total 4712550 · Implementation Funds</b>	<b>241,269.64</b>	<b>968,375.76</b>	<b>-727,106.12</b>	<b>24.92%</b>
<b>Total 471 · Miscellaneous Revenue</b>	<b>245,536.36</b>	<b>985,070.76</b>	<b>-739,534.40</b>	<b>24.93%</b>
<b>Total Income</b>	<b>1,622,152.82</b>	<b>2,900,132.90</b>	<b>-1,277,980.08</b>	<b>55.93%</b>
<b>Gross Profit</b>	<b>1,622,152.82</b>	<b>2,900,132.90</b>	<b>-1,277,980.08</b>	<b>55.93%</b>
<b>Expense</b>				
<b>511 · Payroll Expenses</b>				
511001 · Salaries & Wages	210,655.37	1,017,187.00	-806,531.63	20.71%
512000 · Extra Help	0.00	16,000.00	-16,000.00	0.0%
514000 · Overtime	0.00	4,000.00	-4,000.00	0.0%
<b>518 · Employee Benefits</b>				
518008 · Health Care	46,896.48	156,500.00	-109,603.52	29.97%
518009 · Cafeteria	11,616.33	49,000.00	-37,383.67	23.71%
518010 · Other Employee Benefits	16,847.96	36,500.00	-19,652.04	46.16%

	<b>Jul - Sep 24</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
518011 · Vehicle Allowance	1,860.00	7,440.00	-5,580.00	25.0%
518700 · Retirement Pension	36,969.06	164,600.00	-127,630.94	22.46%
518800 · Contrib to Pension Liability	152,351.00	157,500.00	-5,149.00	96.73%
518900 · Retiree's OPEB	16,197.14	56,900.00	-40,702.86	28.47%
518901 · Contrib to OPEB Liability	0.00	39,438.00	-39,438.00	0.0%
<b>Total 518 · Employee Benefits</b>	<b>282,737.97</b>	<b>667,878.00</b>	<b>-385,140.03</b>	<b>42.33%</b>
<b>Total 511 · Payroll Expenses</b>	<b>493,393.34</b>	<b>1,705,065.00</b>	<b>-1,211,671.66</b>	<b>28.94%</b>
<b>520 · Materials &amp; Supplies</b>				
521104 · Postage	2,000.00	3,850.00	-1,850.00	51.95%
522201 · Office Supplies	1,134.06	9,500.00	-8,365.94	11.94%
523001 · Telecommunications	7,234.29	19,090.00	-11,855.71	37.9%
524544 · Utilities - Elec/Gas/Wtr/Grbge	2,537.87	9,577.00	-7,039.13	26.5%
525545 · Auto Fuel Costs/ Road Expense	1,025.21	6,900.00	-5,874.79	14.86%
<b>Total 520 · Materials &amp; Supplies</b>	<b>13,931.43</b>	<b>48,917.00</b>	<b>-34,985.57</b>	<b>28.48%</b>
<b>530 · Servies &amp; Other Operating</b>				
531201 · Household Janitorial	3,437.50	6,050.00	-2,612.50	56.82%
532527 · Insurance -Liability & Vehicle	15,025.05	15,550.00	-524.95	96.62%
533533 · Memberships, Dues & Subscript..	3,680.02	7,500.00	-3,819.98	49.07%
534537 · Public & Legal Notices	0.00	3,740.00	-3,740.00	0.0%
535540 · Public Outreach	150.00	19,000.00	-18,850.00	0.79%
536101 · Training	799.95	13,950.00	-13,150.05	5.73%
537202 · Travel & Conference Expenses	2,919.94	27,410.00	-24,490.06	10.65%
<b>Total 530 · Servies &amp; Other Operating</b>	<b>26,012.46</b>	<b>93,200.00</b>	<b>-67,187.54</b>	<b>27.91%</b>
<b>540 · Rents Lease, Repair, NonCapital</b>				
541538 · Property Rents & Leases	0.00	1,460.00	-1,460.00	0.0%
542539 · Equipment Rents & Leases	183.06	785.00	-601.94	23.32%
543103 · Office Furniture & Equip	0.00	17,862.00	-17,862.00	0.0%
543203 · Computer Equipment	5,049.33	15,055.00	-10,005.67	33.54%
543204 · Computer Software-Subscriptions	7,653.12	21,219.65	-13,566.53	36.07%
543541 · Air Monitoring Equipment & Main	0.00	6,500.00	-6,500.00	0.0%
544001 · Vehicles Maintenance	1,437.29	5,850.00	-4,412.71	24.57%
544042 · IT Maintenance	7,302.25	33,085.00	-25,782.75	22.07%
544103 · Building Maintenance	175.00	15,395.00	-15,220.00	1.14%
<b>Total 540 · Rents Lease, Repair, NonCapital</b>	<b>21,800.05</b>	<b>117,211.65</b>	<b>-95,411.60</b>	<b>18.6%</b>
<b>550 · Professional/Consulting Service</b>				
551137 · AB2588 Hot Spots Fee	0.00	134.00	-134.00	0.0%
551536 · Professional Services	14,838.27	96,500.00	-81,661.73	15.38%
551547 · Legal Services	3,000.00	19,075.00	-16,075.00	15.73%
555580 · Contingencies	0.00	20,000.00	-20,000.00	0.0%
<b>Total 550 · Professional/Consulting Service</b>	<b>17,838.27</b>	<b>135,709.00</b>	<b>-117,870.73</b>	<b>13.15%</b>
<b>560 · Grants</b>				
560006 · Carl Moyer Grant	271,438.61	284.38	271,154.23	95,449.26%
560007 · Community Air (CAP)	162,505.56	29,805.13	132,700.43	545.23%
560009 · WoodSmoke Grant	127,494.25	3,500.00	123,994.25	3,642.69%
560011 · NRM NOx Remediation Funds	0.00	0.00	0.00	0.0%
560020 · Special Clean Air Grants	11,367.11	92,000.00	-80,632.89	12.36%
560021 · FARMER	632,221.80	682.50	631,539.30	92,633.23%
<b>Total 560 · Grants</b>	<b>1,205,027.33</b>	<b>126,272.01</b>	<b>1,078,755.32</b>	<b>954.31%</b>
<b>565 · Debt Service</b>				
565087 · GASB 87 Lease Principal	17,758.56	53,396.63	-35,638.07	33.26%
565987 · GASB 87 Lease Interest & Other	841.44	2,403.37	-1,561.93	35.01%
<b>Total 565 · Debt Service</b>	<b>18,600.00</b>	<b>55,800.00</b>	<b>-37,200.00</b>	<b>33.33%</b>
<b>570 · Capital Outlay</b>				
573105 · Vehicles -Fixed Asset Inventory	0.00	35,000.00	-35,000.00	0.0%
<b>Total 570 · Capital Outlay</b>	<b>0.00</b>	<b>35,000.00</b>	<b>-35,000.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>1,796,602.88</b>	<b>2,317,174.66</b>	<b>-520,571.78</b>	<b>77.53%</b>
<b>Net Ordinary Income</b>	<b>-174,450.06</b>	<b>582,958.24</b>	<b>-757,408.30</b>	<b>-29.93%</b>
<b>Net Income</b>	<b>-174,450.06</b>	<b>582,958.24</b>	<b>-757,408.30</b>	<b>-29.93%</b>



TAMI RITTER, CHAIR  
Supervisor, District #3

ADDISON WINSLOW, VICE CHAIR  
Councilmember, Chico

BILL CONNELLY  
Supervisor, District #1

PETER DURFEE  
Supervisor, District #2

TOD KIMMELSHUE  
Supervisor, District #4

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Supervisor, District #5

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Vice Mayor, Biggs

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Councilmember, Gridley

ERIC SMITH  
Vice Mayor, Oroville

ROSE TRYON  
Councilmember, Paradise

STEPHEN ERTLE  
Air Pollution Control Officer

PATRICK LUCEY  
Assistant Air Pollution Control Officer

Date of Release: October 17, 2024

Board Consideration: October 30, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: **Calendar of Events**

DATE	EVENT	LOCATION
October 24-25	Enforcement Managers	South Lake Tahoe
October 28-30	Engineering Managers	Virtual
October 28-31	CAPCOA Fall Membership	Monterey
November 4-6	Engineering Managers	Virtual
November 6	Fire Safe Council Meeting	Paradise
November 11	District Office Close in honor of Veterans Day	Chico
November 14	The Professionals – QEEPs	Colusa
November 20	Technical Advisory Committee (TAC)	Auburn
November 28-29	District Office Closed in honor of Thanksgiving Holiday	Chico
December 6	Sacramento Valley BCC Meeting	Yuba City
December 12	<b>Butte County AQMD Board Meeting</b>	<b>Chico</b>
December 18	Technical Advisory Committee (TAC)	Chico
December 25	District Office Closed in honor of Christmas	Chico
January 1, 2025	District Office Closed in honor of New Year's Day	Chico
November 6	Fire Safe Council Meeting	Paradise
January 20, 2025	District Office Closed in honor of Martin Luther King Day	Chico
January 23, 2025	<b>Butte County AQMD Board Meeting</b>	<b>Chico</b>

# Agenda Item 3.4

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TAMI RITTER, CHAIR  
*Supervisor, District #3*

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*Councilmember, Chico*

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STEPHEN ERTLE  
*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Kelly Towne, Board Clerk

Re: **Status Report on Communications**

**ISSUE:**

Status Report on Communications with Board Members in September.

**ACTION REQUESTED:**

None. For information only.

**DISCUSSION:**

No communications outside of regularly scheduled Board meeting.

Attachment:

None.

# Agenda Item 3.5

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TAMI RITTER, CHAIR  
*Supervisor, District #3*

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*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Aleah Ing, Administrative Services Officer

Re: **Health Disclosure Statement**

**ISSUE:**

Health Care Provider Compensation Disclosure Statements, Health & Safety Code 1367.08 (AB 2589).

**ACTION REQUESTED:**

Accept and File.

**DISCUSSION:**

Health and Safety Code Section 1367.08 requires that a health care service plan shall annually be disclosed to the governing board of a public agency that is the subscriber of a group contract, the name and address of, and amount paid to, any agent, broker, or individual to whom the plan paid fees or commissions related to the public agency's group contract. As part of this disclosure, the health care service plan shall include the name, address and amounts paid to the specific agents, brokers or individuals involved in transactions with the public agency. The compensation disclosure required by this section is in addition to any other compensation disclosure requirements that exist under law.

Please see attached Compensation Disclosure Statements for specific information.

Attachment:

2024-05-06 Delta Dental Disclosure Statement May 2024.

# Agenda Item 3.6

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5/6/2024

Butte County Air Quality Mgmt Dist  
629 Entler Ave Ste 15  
Chico CA 95928

Re: Compensation Disclosure Statement

Dear Aleah Ing

Delta Dental recognizes the important role health coverage brokers or consultants play in advising public agency groups about appropriate health plan options.

In compliance with California Health & Safety Code § 1367.08 (AB 2589), Delta Dental is committed to disclosing to each Governing Board of applicable public agencies information about fees and compensation paid to a broker and/or a General Agent relative to any public agency contract with Delta Dental. The applicable definition (California Government Code § 6500) of a public agency is:

*“Public agency includes, but is not limited to, the federal government or any federal department or agency, this state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.”*

The Compensation Disclosure information attached lists the compensation Delta Dental paid during the 2023 plan year to a broker and/or a General Agent in relation to your public agency group dental plan.

Delta Dental of California  
Headquarters:  
560 Mission Street  
Suite 1300  
San Francisco, CA 94105  
Telephone: 415-972-8300

Southern California  
Sales:  
17871 Park Plaza Drive  
Suite 200  
Cerritos, CA 90703  
Telephone: 562-403-4040

Commercial Programs  
Claims Processing/  
Customer Service:  
P.O. Box 997330  
Sacramento, CA 95899-7330

Offices in:  
Cerritos,  
Rancho Cordova,  
San Diego and  
San Francisco



Compensation Disclosure Statement

Public Agency Name: Butte County Air Quality Mgmt Dist

Group Number: 7917-7735

Broker Name: Damien Alexander

Address:

2321 G Street Unit 9

Sacramento CA 75244

Email:

Calendar Year 2023 Total Compensation Paid: \$1432.63

General Agency Name: Benefitmall

Address:

4851 LBJ FWY #1100

Dallas TX 75244

Email: adela.garcia@benefitmall.com

Calendar Year 2023 Total Compensation Paid: \$573.07

If you have any questions regarding Delta Dental’s compliance with this law, please contact me at (415) 974-8524.

Thank you for doing business with Delta Dental.

Sincerely,

Rose O’Sullivan  
Small Business Senior Sales Manager  
Delta Dental of California

Delta Dental of California  
Headquarters:  
560 Mission Street  
Suite 1300  
San Francisco, CA 94105  
Telephone: 415-972-8300

Southern California  
Sales:  
17871 Park Plaza Drive  
Suite 200  
Cerritos, CA 90703  
Telephone: 562-403-4040

Commercial Programs  
Claims Processing/  
Customer Service:  
P.O. Box 997330  
Sacramento, CA 95899-7330

Offices in:  
Cerritos,  
Rancho Cordova,  
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*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Jason Mandly, Senior Air Quality Planner

Re: **FY 2024-2025 (Year 27) Carl Moyer Program**

**ISSUE:**

Staff requests the Board approve the Carl Moyer FY 2024-2025 (Year 27) Grant Application.

**ACTION REQUESTED:**

Adopt proposed Resolution 2024-11 approving the Carl Moyer FY 2024-2025 Grant Application.

**DISCUSSION:**

The Carl Moyer Program was established in 1998, as a grant program to fund the incremental cost of cleaner-than-required heavy-duty engines that emit less Oxides of Nitrogen (NOx), Particulate Matter (PM), and Reactive Organic Gases (ROG) emissions. The California Air Resources Board (CARB) provides administration and guidance for the program through their Program Guidelines. The District implements the program, locally, with direction from the Governing Board approved Policies and Procedures Manual.

Projects currently eligible for funding through the Carl Moyer Program include off-road diesel equipment such as tractors, large spark-ignited equipment, a limited number of stationary agricultural engines, school buses, and infrastructure for zero-emission charging and fueling. Cost-effectiveness caps and state regulations may limit certain projects.

District staff request approval of the application to CARB for a total program allocation of \$200,000 in State Carl Moyer Program Year 27 funds. Staff submitted a completed application to CARB in time to meet the application deadline. This resolution will finalize application requirements.

# Agenda Item 3.7

Attachments:

Resolution 2024-11 Approval of Carl Moyer Application Year 27 for Fiscal Year 2024-2025.

Carl Moyer FY 2024-2025 Application.

Solicitation Memo.

**RESOLUTION 2024-11  
BEFORE THE BOARD OF DIRECTORS OF  
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
STATE OF CALIFORNIA  
APPROVAL OF CARL MOYER APPLICATION YEAR 27 FOR FISCAL YEAR 2024-2025**

Resolution 2024-11 ..... )  
Approval Of Carl Moyer Application Year 27 ..... )

WHEREAS, California Health and Safety Code Sections 44275-44299.2 authorize the California Air Resources Board to allocate Carl Moyer Program funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

AND WHEREAS, the District has participated in the Carl Moyer Program since 2000, providing additional grant opportunities to businesses in Butte County to voluntarily reduce diesel exhaust emissions;

AND WHEREAS, the District staff requests to submit an application to California Air Resources Board for the total allocation of \$200,000 in State Carl Moyer Memorial Air Quality Standards Attainment Program Funding for Year 27 Fiscal Year 2024-2025;

AND WHEREAS, the District will implement the Carl Moyer Heavy-Duty Low Emission Vehicle Incentive Program in accordance to Health and Safety Code Sections 44286, 44275, 44280-44288, 44290, and 44295-44297, the applicable Carl Moyer Program Guidelines, and the District's Carl Moyer Program Policies and Procedures;

AND WHEREAS, the Butte County Air Quality Management District Board most recently approved the Carl Moyer Program Policies and Procedures Manual on December 8, 2022;

BE IT FURTHER RESOLVED, that the Board authorizes the acceptance of any supplemental Carl Moyer funds that may become available from other Districts, or awarded under the Rural District Assistance Program, Carl Moyer State Reserve, as well as any other Carl Moyer funds;

BE IT FURTHER RESOLVED, that the Board authorizes amendment of the District's approved budget to reflect the acceptance of additional grant funds if necessary;

BE IT FURTHER RESOLVED, that the Butte County Air Quality Management District Board hereby authorizes the Air Pollution Control Officer, subject to review by District Counsel, to make such minor modifications in the sample agreement, applications and program information in the policies and procedures manual as may be necessary from time to time to ensure the smooth and efficient operation of the Carl Moyer Memorial Air Quality Standards Attainment Program and to comply with State requirements.

THEREFORE, BE IT RESOLVED, that the Butte County Air Quality Management District Board hereby approves the Carl Moyer Application Year 27 for Fiscal Year 2024-2025.

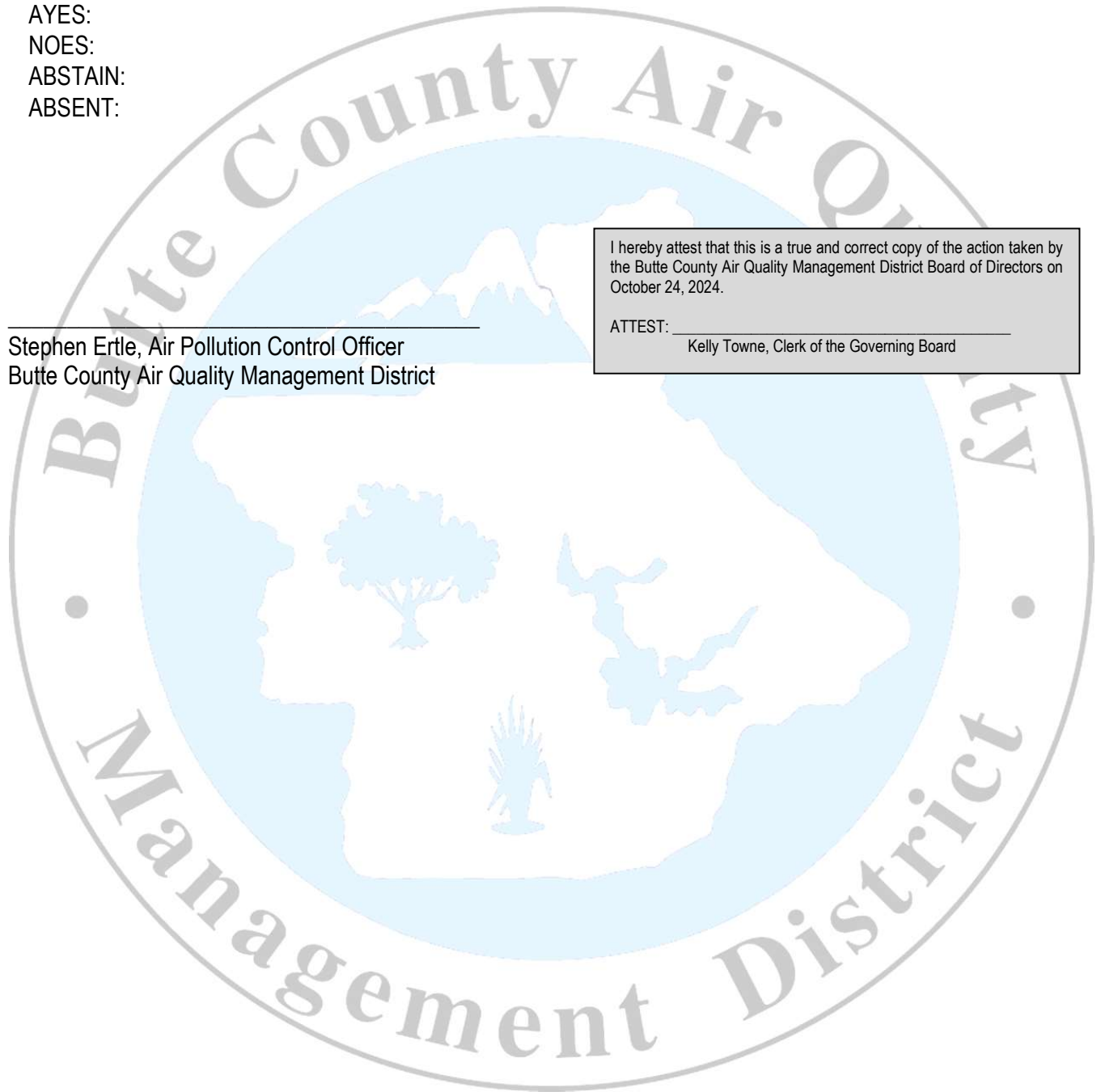
On Motion of \_\_\_\_\_, Seconded by \_\_\_\_\_, the foregoing resolution is hereby PASSED AND ADOPTED by the Air Quality Management District Board of Directors on this 24th day of October, 2024 by the following:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Stephen Ertle, Air Pollution Control Officer  
Butte County Air Quality Management District

I hereby attest that this is a true and correct copy of the action taken by the Butte County Air Quality Management District Board of Directors on October 24, 2024.

ATTEST: \_\_\_\_\_  
Kelly Towne, Clerk of the Governing Board



**Attachment 3: Carl Moyer Program Application**

MSCD/TAB=099 (REV. 09/2024) Page 1 of 3

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo <https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives>.

Send the Air District's signed application to MSCD Grants at [MSCDGrants@arb.ca.gov](mailto:MSCDGrants@arb.ca.gov) with a CC to your Air District Liaison.

**Section 1: Applicant Air District**

Air District Name: Butte County AQMD	
Street Address: 629 Entler Avenue Suite 15	City/Zip Code: Chico, CA 95928
Contact Person: Jason Mandly	Telephone Number: 530-332-9400 x108
E-mail: <a href="mailto:jmandly@bcaqmd.org">jmandly@bcaqmd.org</a>	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If no, the Air District will be submitting a corrected STD. 204 or Government Agency Taxpayer ID Form to CARB.	

**Section 2: Program Administration**

Mover Year: Moyer Year 27	Fiscal Year: Fiscal Year 24-25
Based on the box selected below, this will determine your percentage of administration funds Per the Moyer Guidelines <input type="checkbox"/> Air District is with one million or more inhabitants <sup>1</sup> Select Percentage <input checked="" type="checkbox"/> Air District is under one million inhabitants <sup>1</sup> 15%	

If the Air District wishes to request a program administration grant percentage lower than the amount allowed in the Carl Moyer Guidelines, check the box and enter the percentage.

<input type="checkbox"/> The Air District requests program administration funds be included in this grant at a lower portion than allowed by the Carl Moyer Guidelines (Chapter 3). Percent of the total grant:
--

<sup>1</sup> This currently reflects the current and proposed admin percentages

**Attachment 3: Carl Moyer Program Application**

**Section 3: Air District Request of Carl Moyer Program Funding**

Check one box and enter the dollar amount (if applicable).

<input type="checkbox"/> Tentative allocation ("Total Allocation" amount from Attachment 1):	\$	
<input type="checkbox"/> Greater amount than tentative allocation, if available:	\$	
Sum of tentative allocation plus greater amount:	\$	
<input type="checkbox"/> Less amount than the tentative allocation, but more than minimum	\$	
Sum of tentative allocation minus the lesser amount	\$	
<input checked="" type="checkbox"/> Minimum allocation of \$200,000 (no match required).		
<input type="checkbox"/> Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
<input type="checkbox"/> Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
<input type="checkbox"/> No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

**Section 4: Air District Matching Funds  
 (15% Of Funding Request, For Applications Over \$200,000)**

The Total Air District Match is based on the:

Tentative allocation:  
 Total Air District Match:

Request Allocation (Tentative allocation plus greater amount)  
 Total Air District Match:

Other  
 Total Air District Match: N/A

Specify match funding by Source and Amount (The total should equal the total amount indicated above):

Source of Funding	Dollar Amount
N/A	N/A
Estimated In-Kind Administration: (Up to 15% of Total District Match) N/A	



**Attachment 3: Carl Moyer Program Application**

**Section 5: Board Resolution**

An Air District should not submit a completed application if the district does not have approval/authority from their governing board or is not scheduled to go before their governing board to participate.

Check one box and complete the date (if applicable).

- This application has been duly approved and authorized by the Air District Board, as specified in the attached resolution.
- This application is scheduled to go before the Air District Board.  
Date scheduled to go before the Air District Board: *October 24, 2024*

**Section 6: Air District Contact Information**

Air District Air Pollution Control Officer	Telephone Number	Email Address
Stephen Ertle	530-332-9400 x113	sertle@bcaqmd.org

Air District Carl Moyer Program Manager	Telephone Number	Email Address
Jason Mandly	530-332-9400 x108	

**Section 7: Air District APCO/EO Approved Signature**

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer: 	Date of Signature: <i>September 26, 2024</i>
--	---

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To: Air Pollution Control Officers  
From: Maritess Sicat, Chief, Incentives and Technology Advancement Branch  
Date: September 17, 2024  
Subject: SOLICITATION FOR APPLICATIONS TO RECEIVE FUNDING FROM THE CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM: FISCAL YEAR (FY) - 2024-2025 (YEAR 27) FUNDS - APPLICATIONS DUE THURSDAY, OCTOBER 17, 2024.

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This memo solicits applications for FY 2024-2025 (Year 27) grants from the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program). All California Air Pollution Control and Air Quality Management Districts may apply for these grants funded by smog abatement and tire fees.

For Year 27, the California Air Resources Board (CARB) estimates, based on authority and projected Carl Moyer Program air district project and administration funds for FY 2024-2025, approximately \$123 million will be available for grants to air districts under regular Carl Moyer Program and State Reserve funds. The tentative allocation of regular Carl Moyer Program funds reflects updated information on air district populations and air pollution severity under the requirements of Health and Safety Code section 44299.2. The share of air district funds available for Carl Moyer Program administration reflects current statutory allowances. An air district may, however, request a lower administrative portion and retain the difference in project funds.

**A response to the solicitation notice must be received by Thursday, October 17, 2024 and should include the completed and signed application. Attached to this notice is the tentative allocation table and application form.** The solicitation package includes attachments that you will need to complete your application:

- Attachment 1 provides air districts' tentative funding allocations for regular Carl Moyer Program funds.
- Attachment 2 provides air districts' tentative funding allocations for regular Carl Moyer Program funds, following CARB's Board (Board) approval of increased administration percentage.

- Attachment 3 is the solicitation application form. Air districts must complete and return this form to receive or designate funds. (<https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives>)

### **Tentative and Final Grant Amounts**

Attachment 1 provides the tentative grant amounts available by air district and the corresponding match commitment. **Note that these tentative allocations are based on a preliminary estimate of revenues for the Carl Moyer Program and should not be used in air district board resolutions.** Final allocations will be calculated by applying the formula described in Health and Safety Code section 44299.2, with consideration of the final revenue (estimate expected in November-December 2024), the number of air districts that apply, and funds requested.

Attachment 2 provides the tentative grant amounts available by air district and the corresponding match commitment. Furthermore, attachment 2 reflects the proposed administration percentage increase and, therefore, the maximum administration fund allocation in anticipation of CARB's Board approval of the proposed 2024 Carl Moyer Program Guidelines (Guidelines). The Guideline update proposes that air districts with populations under one million inhabitants will be able to allocate up to 15% of their total grant to administration and air districts of one million and over inhabitants will be able to allocate up to 12.5% of their total grant to administration. **Note that these tentative allocations are based on a preliminary estimate of revenues for the Carl Moyer Program and should not be used in air district board resolutions.** Final allocations will be calculated by applying the formula described in Health and Safety Code section 44299.2, with consideration of the final revenue (estimate expected in November-December 2024), the number of air districts that apply, and funds requested.

### **Match Requirement**

An air district's match requirement is 15 percent of its allocation, except those air districts requesting the minimum allocation of \$200,000, which are exempt from a match requirement. An air district may apply for more than the tentative allocation, with a matching funds commitment of 15 percent. If you need assistance with determining your match requirement, you may contact your Carl Moyer Program liaison or Ms. Deborah Paselk using the contact information at the end of this memorandum.

### **Designations**

An air district may choose to designate the minimum allocation to the Rural District Assistance Program (RAP), or its tentative allocation to a lead air district. The air district may make these designations in the application, for the current Year 27.

**In responding to this solicitation, air districts may take one of the following actions:**

- 1. Accept your grant award and request a reservation of funds equal to or greater than your tentative allocation, or accept an amount less than your grant award and request a reservation of funds for the amount desired.**

To participate in the Carl Moyer Program, accept the grant award, and reserve an allocation, air districts must submit the following:

- Application - A completed application form signed and dated by the air district's Air Pollution Control Officer or authorized designee. Please complete all applicable sections of the application, even if the air district requests a lower administration portion of the total grant.

If requesting additional funds, beyond your tentative allocation, or accepting an amount less than your tentative allocation but greater than the minimum (\$200,000), please use Section 2, second row. If the amount will be less than your tentative allocation, please indicate this on your air district's email to CARB with a cc to your Carl Moyer Program liaison.

- Air District Board Resolution/Board Minute Order (BMO) - The air district board resolution/BMO must commit to participate in the Carl Moyer Program, accept Carl Moyer Program funds, and follow the requirements of the Carl Moyer Program. Because allocations in Attachment 1 are tentative and final allocations will differ, the resolution/BMO should not specify an exact grant amount unless air district board policy requires it, in which case a not-to-exceed figure should be used. An air district resolution/BMO should accompany the signed application. If an air district is unable to provide a resolution/BMO at the time of application, the air district must indicate on the application the scheduled board date, while considering any applicable timing mentioned in the Moyer Guidelines. Should an air district require a model resolution, please contact your Carl Moyer Program liaison for additional assistance.
- Air District Match Funds - Air districts can meet the 15 percent match obligation through local funds tied to a combination of (1) already committed projects not used as match for a previous grant, (2) future projects, and (3) contribution of in-kind administration limited to not more than 15 percent of the total match commitment. All projects used to meet match requirements must be eligible under current Carl Moyer Program guidelines. Already committed match projects must be entered or uploaded to the Carl Moyer Program Clean Air Reporting Log (CARL) by the application deadline.

- Policies and Procedures Manual - In signing the application the air district's Air Pollution Control Officer or designee confirms that an up-to-date air district Carl Moyer Program Policies and Procedures Manual is maintained at the air district's office. The manual or recent changes to it need not be submitted with the application but should be made available for review upon request.

## **2. Designate your tentative allocation to a lead air district, or your minimum allocation of \$200,000 to RAP.**

Air districts opting to designate funds to a lead air district or RAP must submit the following:

- Application - An original application form signed and dated by the air district's Air Pollution Control Officer or authorized designee. Please complete Sections 1, 2, 5, 6, and 7.
- Air District Board Resolution/BMO - An air district board resolution to authorize designation of Moyer Program funds to a lead air district or the Rural Assistance Program for the year you have specified in your application. An air district resolution/BMO should accompany the signed application. If air district is unable to provide a resolution/BMO at the time of application, the air district must indicate on the application the scheduled board date, while considering any applicable timing mentioned in the Moyer Guidelines. Should an air district require a model resolution, please contact your Carl Moyer Program liaison for additional assistance.

## **3. Decline the Funds**

- Air districts that choose not to participate in the Carl Moyer Program for Year 27 are asked to complete sections 1, 2, and 7 of the application form, including signature by the Air Pollution Control Officer.

**Please send your completed application by e-mail to [MSCDGrants@arb.ca.gov](mailto:MSCDGrants@arb.ca.gov). CARB will assume an air district has declined Year 27 funds if an application is not submitted to CARB by Thursday, October 17, 2024 and has not previously designated funds.**

The Carl Moyer Program 2017 Guidelines are available electronically at <http://www.arb.ca.gov/msprog/moyer/guidelines/current.htm>; see Sections B and C of Chapter 3 for guidelines related to the solicitation and application. For questions about the application process, please contact your Carl Moyer Program liaison or the Moyer Help email at [Moyerhelp@arb.ca.gov](mailto:Moyerhelp@arb.ca.gov).

Sincerely,

*Maritess Sicat*

Maritess Sicat, Chief, Incentives and Technology Advancement Branch

Enclosures

cc: Tung Le, Executive Director  
California Air Pollution Control Officers Association  
1107 Ninth Street, Suite 801  
Sacramento, California 95814

Deborah Paselk, Staff Air Pollution Specialist - Moyer Administration  
Lead, Incentives and Technology Advancement Branch

Kreston Tom, Air Pollution Specialist - Moyer Administration Co-lead,  
Incentives and Technology Advancement Branch

Grants Processing Section, Incentives and Technology Advancement  
Branch

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TAMI RITTER, CHAIR  
*Supervisor, District #3*

ADDISON WINSLOW, VICE CHAIR  
*Councilmember, Chico*

BILL CONNELLY  
*Supervisor, District #1*

PETER DURFEE  
*Supervisor, District #2*

TOD KIMMELSHUE  
*Supervisor, District #4*

DOUG TEETER  
*Supervisor, District #5*

CHUCK NUCHOLS  
*Vice Mayor, Biggs*

ANGEL CALDERON  
*Councilmember, Gridley*

ERIC SMITH  
*Vice Mayor, Oroville*

ROSE TRYON  
*Councilmember, Paradise*

STEPHEN ERTL  
*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Stephen Ertle, Air Pollution Control Officer

Re: **2024-2027 BCAQMD Employee Association Memorandum of Understanding Adoption**

**ISSUE:**

Consider approving a new 3-Year Memorandum of Understanding with the Butte County AQMD (District) Employee Association (EA).

**ACTION REQUESTED:**

Adopt Resolution 2024-12 approving the 3-Year Memorandum of Understanding with the District EA and authorize the Chair to sign.

**DISCUSSION:**

Earlier this year the District Employees' Association voted to join the Local Teamsters Local 137 union. As a result of this change the Non-Management positions of the District became a separate negotiating unit which precipitated the separation of the District Employee Association into the Management and Employee Associations bargaining units. The Management Unit previously negotiated the terms of a successor Memorandum of Understanding (MOU).

During previous meetings, the Board has provided direction to Management for negotiations of an Employee Association successor agreement. Agreements have now been reached on all terms, effective October 15<sup>th</sup>, 2024. Attached is the proposed 2024-2027 MOU with changes indicated for Board approval.

Attachment:

Resolution 2024-12.

2024-2027 Employee MOU (clean version).

2024-2027 Employee MOU (underline/strikeout version).

Employee MOU Signature Page.

# Agenda Item 5

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**RESOLUTION 2024-12  
BEFORE THE BOARD OF DIRECTORS OF  
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
STATE OF CALIFORNIA  
APPROVE THE 3-YEAR MEMORANDUM OF UNDERSTANDING  
WITH THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
EMPLOYEE ASSOCIATION**

Resolution 2024-12.....)  
Approval of the 3-Year Memorandum of Understanding...)  
With the Butte County AQMD Management Association..)

WHEREAS, the Board of Directors has met with District Negotiators to consider approving the Memorandum of Understanding (MOU) negotiated with the District Employee Association;

AND WHEREAS, tentative agreements have been approved by both sides regarding the terms of a new MOU effective October 15<sup>th</sup>, 2024;

AND WHEREAS, on October 24, 2024 the Butte County Air Quality Management District (District) Board of Directors met in regular session;

THEREFORE, BE IT RESOLVED, that the District Board of Directors hereby approves the new 3-year Memorandum of Understanding, which implements these tentative agreements and continues the other terms of the previous MOU, effective October 15<sup>th</sup>, 2024, the new MOU being attached and part of this resolution of approval;

THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chair to execute the new MOU.

On Motion of \_\_\_\_\_ and Seconded by \_\_\_\_\_ the foregoing resolution is hereby PASSED AND ADOPTED by the Air Quality Management District Board of Directors on this 24<sup>th</sup> day of October 2024 by the following:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Stephen Ertle, Air Pollution Control Officer  
Butte County Air Quality Management District

<p>I hereby attest that this is a true and correct copy of the action taken by the Butte County Air Quality Management District Board of Directors on October 24, 2024.</p> <p>ATTEST: _____ Kelly Towne, Clerk of the Governing Board</p>
--

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**MEMORANDUM OF UNDERSTANDING**

**2024-2027**

**BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT**

**AND**

**BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT**

**GENERAL UNIT EMPLOYEES' ASSOCIATION**

**Electronic version of the 2024-2027 MOU**

**<http://workforcenow.adp.com/theme.index.html>**

**Or**

**Laserfiche:**

Board approved October 24, 2024  
Resolution 2024-12

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
AND  
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT EMPLOYEES' ASSOCIATION**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
AND  
THE EMPLOYEES' ASSOCIATION FOR THE  
GENERAL UNIT**

**1.00      GENERAL GUIDANCE**

The employee benefits, salaries and personnel rules and regulations of the Butte County Air Quality Management District Employees shall be guided by those provided to the Butte County employees in the General Unit employee unit.

**1.01      Recognition**

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code, representatives of the Butte County Air Quality Management District, hereafter called "District," and the Butte County AQMD Employees' Association, hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for employees respectively identified and represented as set forth in Appendix A.

This memorandum represents the good faith effort of both the District and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the District until such time as it is ratified by the District Governing Board of Directors and the District employee membership in the Association.

**1.02      Recognition of District Employees**

The District recognizes the Butte County AQMD Employees' Association as the representative for employees in classifications designated for inclusion in the budgeted (permanent positions) schedule of District employees pursuant to Section 3501(b) of the California Government Code.

The District shall maintain a current listing of classifications within this bargaining unit. Designation of these classifications effective at the time of execution of this Memorandum of Understanding are attached hereto as Appendix A.

**1.03      Employee Association**

The term "Employee Association" shall refer to the Butte County AQMD Employee's Association General Unit.

**2.00      MANAGEMENT RIGHTS**

The District reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its 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 of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and

## **Memorandum of Understanding – October 24, 2024**

discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

The parties to this memorandum agree that there shall be no Job Actions or lockouts during its term. Job Action is defined as any strike, sit-down, stay-in, sickout, refusal to work overtime, slow-down or picketing. In the event of any Job Action by any represented employee(s), the Association shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Association shall give a copy of its notice to the District.

### **3.00 EMPLOYEES' ASSOCIATION'S RECOGNITION**

The Employees' Association has the right to represent permanent employees holding the positions identified in Appendix A, as specified by State law and pursuant to the District employer-employee relations resolution. The Employees' Association will notify the District and maintain such notice during the term of the Memorandum of Understanding of its elected officers and directors as well as its staff employees. The Employees' Association may select up to one (1) person from its staff members to act as the official representative and will notify the District as to the individual so selected.

#### **3.01 General Provisions**

The Employees' Association shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate Employees' Association activities. The Employees' Association shall provide the District's Air Pollution Control Officer (APCO) with a written authorization on a form approved by the District, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The District shall, through the Office of the APCO, forward in a timely manner, payroll deductions withheld from employees within the unit. The Employees' Association shall immediately notify the APCO of any cancellation or changes in the deduction authorization.

The District shall not be liable to the Employees' Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Employees' Association shall hold the District and the APCO harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

#### **3.02 Maintenance of Membership**

Employees' Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Employee Association member, or becomes an Employee Association member, may continue to pay to the Employee Associations those dues or fees regularly charged members of the Employees' Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins an Employee Association, shall be subject to the same terms of continued membership as employees above.

Every employee who is a member of an Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

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The Employees' Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from this section.

### **4.00 EMPLOYEES' ASSOCIATION RIGHTS**

#### **4.01 Access to Employees**

With prior notice to the APCO, the Employees' Association or its officially designated representative shall have access to District employees during off-duty time in the non-work areas of District facilities for the purpose of Association business. With prior notice to the APCO, the paid staff of the Employee Association shall be allowed reasonable access to employee members during the work period and at the work location to investigate and/or represent employees within the unit in formal grievance or appeal matters.

#### **4.02 Bulletin Boards**

The Employee Association shall be provided reasonable designated space on District bulletin boards, which does not interfere with the District's official use of the bulletin board.

#### **4.03 Use of District Facilities and Resources**

With the approval of the APCO or other District official authorized by the APCO, the Employees' Association may use certain District facilities, resources and supplies, as long as the District is reimbursed for the cost of any supplies or materials provided to the Employees' Association and that such use or supply does not interfere with the efficiency, safety and security of District operations. The District shall provide a list of other officials authorized to permit Employees' Association usage of District facilities, resources and supplies.

The Employees' Association agrees to pay the District, upon demand from the APCO, costs of such benefits or supplies received from the District, included but not limited to services of District-owned or leased copying machines, print shop reproduction facilities, and central services purchases for expendable office supplies for Association use.

#### **4.04 Internal Communications**

The District agrees to provide the Employees' Associations annually during the month of August a complete updated listing of the name, classification and department of assignment of all employees designated in the unit. The District also agrees to provide within ninety (90) days of hiring the name, classification, date of appointment and department assigned of all new employees hired into the unit. In the event of a layoff in classes represented by an Employees' Association, the Employees' Association shall be provided with a copy of the resulting reinstatement list(s).

#### **4.05 New Classifications**

The District shall give notice to the Employees' Association of any new classification proposed to be included in this memorandum. Upon request, the District shall meet and confer with the Employee Association for the purpose of negotiating wages for such classification.

**4.06      New Employee Orientation**

The District will conduct an orientation program for new employees. As a part of this program, the District shall distribute material supplied by the Employees' Association, subject to the District's right to approve the material.

**5.00      EMPLOYEES' ASSOCIATION REPRESENTATIVES**

**5.01      Negotiators**

In partnership with Teamsters, Local 137, the Employees' Association shall be allowed to designate up to two (2) employees within the unit to serve as representatives to negotiate with the District. The Employees' Association shall provide the APCO with the name, and classification assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Employees' Association shall advise the APCO immediately. Employees designated as unit negotiators shall, as authorized by the APCO, be granted reasonable release time from scheduled duties without loss of pay to meet with the District representative during negotiations of matters of wages, hours and conditions of employment. The District shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Employees' Association exercising this right.

**5.02      Steward Program**

The steward shall mean a permanent employee of the District who is designated by the District's non-management employees to assist employees for the purpose of processing grievances in partnership with Teamsters, Local 137. The Association shall select one (1) such steward and may select an alternate to serve as steward only when the regular steward is unable to attend to the desired steward function.

The Association's Representative agrees to notify the APCO in writing of the name and title of the steward and an alternate steward representing employees in the District. Changes to the listing of the steward will be provided by the Employees' Association as they occur. Only the employee(s) named on the current list will be recognized by the District as the steward of the District Employees. The Association's Representative agrees to notify the APCO in writing upon immediate determination that the alternate steward will effectively function as the steward.

Stewards shall be subject to the following:

- A. The steward shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the District subject to the restrictions below.
- B. The steward shall have the right to serve as a representative for employees in grievance matters in accordance with the provisions of this Memorandum of Understanding. No more than one (1) steward may assist in the investigation processing of a grievance.
- C. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable

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to be released by the immediate supervisor at the time requested, the supervisor shall arrange a time as soon as practical thereafter.

- D. After receiving approval of the APCO, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The APCO will authorize the steward to leave his/her work whenever the APCO determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the APCO shall inform the steward of the reasons for the denial, in writing if requested, and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- E. When a steward desires to contact an employee, the steward shall first contact the APCO, advise of the nature of the business, and obtain release by the APCO, to meet with the employee. When, in the best judgment of the APCO the investigation would interfere with the work of the unit, the APCO will notify the steward when he/she can reasonably expect to contact the employee.
- F. The steward shall receive no overtime compensation for time spent performing a function of a steward.
- G. Stewards shall not conduct Association business on District time, except as specifically authorized by this Memorandum of Understanding.
- H. Stewards shall be responsible for the full and prompt performance of their workload.
- I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:

The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed other than those persons involved in representation. The District may refuse to recognize or to deal with a steward who violates this confidentiality.

### **5.03 Employees' Association Access**

Authorized Employees' Association staff representatives shall have reasonable access to all work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Authorized Employees' Association staff representatives desiring such access shall notify the APCO (or the APCO's designee) of the purpose of the visit. The APCO may deny access to the work location if, in his or her judgment, it is deemed that a visit at that time will interfere with the operations of the District or facility thereof, in which event the APCO will offer an alternative time for the visit.

The Employees' Association shall give the APCO a written list of the names of all authorized Employees' Association staff representatives, which list shall be kept current by the Employee Association. Access to work locations shall be only granted to Employee Associations' staff representatives on the current list.

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### **5.04 Bulletin Boards**

The District will furnish for the use of the Employees' Association, reasonable board space at reasonable locations. Such bulletin board space shall be used only for the following subjects and other subjects upon agreement by both the Employee Association and the APCO:

- A. Employee Association recreational, social and related news bulletins;
- B. Scheduled Employee Association meetings;
- C. Information concerning Employee Association elections or the results thereof;
- D. Reports of official business of Employee Association including reports of committees or the Board of Directors; and,
- E. All material shall clearly state that it is prepared and authorized by the Employee Association.

### **5.05 Use of District Mail Boxes**

The Association may use the District mailbox system for the following limited purposes:

1. To deliver communications to the APCO or other management personnel.
2. To deliver communications to employees in the Employees' Association.

### **5.06 Indemnification**

The Employees' Association indemnifies and holds the District, its officers, and employees acting on behalf of the District, harmless and agrees to defend the District, its officers, and employees acting on behalf of the District, against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of sections 6.00, 6.01 and 6.02.

## **6.00 NON-DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied by the District and the Employees' Association equally to all employees covered herein without discrimination because of race, color, sex, perceived sexual orientation, marital status, religion, pregnancy, disability, medical conditions, political belief, age, national origin, ancestry, veteran's status, union membership, or other non-merit factors.

Any party alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the complainant would not have occurred.

### **6.01 Affirmative Action**

The District and the Employees' Association support the concept of affirmative action and equal opportunity in the public service as consistent with merit system principles.



**6.02 Individual Rights**

Neither the District nor the Employees' Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage in or refrain from Employees' Association activity pursuant to Section 3502 of the California Government Code.

**7.00 PERSONNEL FILES**

The District shall maintain one official personnel file for each District employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative (the later provided by written authorization), the District Counsel's Office and management/supervisory personnel having a business necessity to do so as determined by the APCO.

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without providing to the employee a written copy thereof.

Employees may request that derogatory materials be removed from their files. Requests shall be made to the District APCO who shall determine whether or not the request shall be granted. The decision of the APCO shall be made in his/her sole discretion and shall be final.

**8.00 HOURS OF WORK, WORK SCHEDULES, SALARY SCHEDULES AND RESTRICTIONS**

**8.01 Work Schedules**

Except as provided below, the standard work schedule shall be 7:30 a.m. to 4:30 p.m. each day of the year except Saturdays, Sundays and holidays. The standard work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments that necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. The standard workday shall be 8 hours.

**8.02 Alternate Schedules**

Upon the recommendation of the employee's supervisor, alternate, flextime, telecommuting, job-sharing and voluntary reduced work hour programs may be established, after approval by the APCO, and if requested by the affected employee, consultation with the Employees' Association. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by the participating employees and approved by the APCO. Requests for special schedules by employees shall be seriously considered. Employees shall be advised of the decision, pro or con, made on their requests for a special schedule.

Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Employee requests to work their schedule from an off-site location (telecommuting) will also be considered by the APCO as alternate schedules. Individuals assigned to

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such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8-work schedule; that is, 8 hours per day, 5 days per week. Employees shall be charged time off based on the number of hours in the workday missed. In determining which employees are entitled to alternative schedules, the APCO shall take into account job classification and required skills. In the event all other things are equal; seniority shall be the determining factor. Determination as to the quality of skills shall be made in the sole discretion of the APCO. Alternate schedules with less than 72 hours may result in a prorated reduction of benefits.

A “workday” shall mean any normal, scheduled duty day for an employee as determined by a standard or alternate schedule.

### **8.03      Schedule Changes**

The District Governing Board of Directors shall have the right, in its discretion, to assign individual divisions, or sections between the reduced 36-hour work schedule and the normal 40-hour schedule, provided such moves will not take place more than one (1) time in any contract year.

### **8.04      Reduced Work Week Schedule and Rate of Pay and Return**

For employees assigned to the reduced work schedule, their work schedule shall be thirty-six (36) hours of four (4) nine (9) hour days. This reduced work schedule shall remain in effect unless ended by the District Governing Board of Directors as provided herein.

While on the reduced work schedule, it is the intent of the District Governing Board of Directors that the District work hours during this period would be 7:30 a.m. to 5:30 p.m., Tuesday through Friday. However, it is understood that employees may be assigned alternate work hours (e.g., 7:00 a.m. to 5:00 p.m.) as provided for in Section 8.02 in the MOU.

### **8.05      Meal Periods**

In general, employees shall be entitled to an unpaid duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour unless approved by the APCO. The APCO shall have the option of determining the appropriate lunch period length. Employees required to work during or through the lunch period shall be compensated for actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift. In addition, any employee required to work overtime shall be permitted a one-half (1/2) hour paid meal break each four (4) hours of such overtime. Meal periods must commence within five (5) hours from the beginning of a shift.

### **8.06      Rest Periods**

Employees shall be allowed a duty-free rest break of fifteen (15) minutes during the mid-portion of the first and second shift. The first shift is considered as the work period before the lunch period, and the second shift will be considered as the work period after the lunch period. Rest periods shall be scheduled in accordance with the requirements of the department but in no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The APCO may designate the time and location at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The APCO shall make a reasonable effort to insure that employees are permitted rest breaks.

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### **9.00**      **Overtime**

The District will comply with the provisions set forth in the Fair Labor Standards Act (FLSA). Classifications designated as exempt shall not be paid overtime and classifications designated as non-exempt shall receive overtime pay as applicable.

*Policy.* It is the policy of the Governing Board that overtime work is discouraged, that the APCO is to arrange the work of the District so that employees shall work not more than the standard work week, that overtime work be held to a minimum consistent with the efficient performance of necessary functions, and that overtime work be used only for emergencies. It is recognized that occasional overtime work may be necessary, and that in such instances provisions shall be made to authorize, keep records, and compensate employees for such necessary overtime work.

*Work Period.* Reporting the normal biweekly work period shall commence 12:01 a.m. every other Saturday. An alternate biweekly work period may be approved by the APCO for non-exempt employees requesting an alternate work schedule pursuant to Section 8.02. The alternate biweekly work period shall commence 11:31 a.m. every other Friday. Each regular full-time employee shall work eighty (80) hours per biweekly period.

*Authorization for Overtime Work.* Overtime work shall be performed only upon authorization of the APCO or subordinate empowered to authorize the same.

*Records of Overtime Work and Justification.* The APCO shall keep an accurate record of all authorized work time including the actual overtime hours worked by the individual employee together with justification for its authorization in each case and the manner and time in which the employee was compensated for overtime work.

### **9.01**      **Overtime Eligible Positions**

All positions in classifications designated are eligible positions as subject to the overtime provisions of the FLSA shall be eligible for overtime.

### **9.02**      **Overtime Defined**

Overtime is any work rounded to the nearest fifteen (15) minutes in excess of the assigned workday or eight (8) hours per day or forty (40) hours per week. For employees whose assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes in excess of the normally assigned hours. For the purposes of calculating overtime, all paid time off shall be considered hours worked.

### **9.03**      **Overtime Authorization**

Employees shall be required to work overtime when assigned by the APCO or designated representative. No employee shall work overtime without prior approval of the APCO or his or her designated representative.

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### **9.04 Overtime Compensation**

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the APCO, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours. The minimum compensation shall be 30 minutes.

An employee who is required to physically return to work (callback) on an overtime basis shall receive a minimum overtime pay of two (2) hours worked or actual time worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 18.01.

An employee handling a phone call during normal (non-sleeping) hours shall be compensated the minimum payment pursuant to the MOU or actual time spent, whichever is greater.

An employee handling a phone call during normal sleeping hours shall be compensated one (1) hour minimum or actual time spent on the call, whichever is greater. For the purposes of this section normal sleeping hours are between 10:00pm and 6:00am.

### **9.05 Accumulated Compensatory Time Off**

An employee, who has requested use of accumulated CTO, shall be permitted by the APCO to use such time within a reasonable period unless the request creates unfair burden to other employees, or, unduly disrupts departmental operations. Once the employee has reached the cap of 240 hours of CTO, the APCO may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 240-hour cap, which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned. An employee who has accumulated CTO shall, upon termination from District employment, be paid for the CTO with the termination pay settlement. Compensatory Time Off accruals shall appear on the employee's biweekly earnings statement. Accrual payouts are not PERS reportable earnings.

### **9.06 Fringe Benefits Not Affected By Overtime**

Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

### **9.07 Assignment of Overtime**

Assuming similar qualifications, regular District employees shall be offered the opportunity to work overtime hours prior to an offer of overtime hours being made to extra help employees. The preference for regular employees shall not be granted in special circumstances; for example, excessive overtime being worked by regular work employees, sick leave being taken during the pay period, etc.

### **9.08 After Hour Liaison Assignment**

The District recognizes the need to have staff available for after hour liaison assignments in the event of unanticipated issues. The purpose of this section is to define the after hour liaison assignment periods and the compensation. This section also applies to calls received from the District's complaint hotline, if established. This section supersedes Section 14.14.

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After Hour Liaison Assignment Shifts:

After hour liaison assignment periods include the following shifts:

1. Daily, Monday through Friday, from 4:30 p.m. through 7:30 a.m. the following day (Liaison I). Alternate work schedules have no effect on shift assignments or compensation.
2. Saturday, beginning at 7:30 a.m. through Monday at 7:30 a.m. (Liaison II).
3. Holiday(s), as defined in Section 13.01, shall be computed at an additional \$10.00 per specified holiday.

Expectations:

The assigned staff is expected to maintain the District after hour cell phone number, return calls to fire agencies and the after-hours answering service, and determine if immediate response is required.

Compensation:

Staff assigned after hour liaison shift shall be compensated at the following rates:

1. Liaison Assignment I: \$200/shift, or, \$40/day.
2. Liaison Assignment II: \$160/shift, or, \$80/day.
3. Plus, all field time worked shall be paid at the assigned employee's overtime rate in accordance with Section 9.00.
4. Compensation shall be credited to the pay period in which the shift began.

Staff returning phone calls and, if required, returning to work, shall be compensated in accordance with the applicable provisions of this MOU (section 9.05).

### **10.00**      **VACATION LEAVE**

Vacation leave must be used in minimum increments of one-half hour.

### **10.01**      **General Employee Unit**

A. Accrual. Each regular full-time employee as set forth in Appendix A shall accrue vacation leave as follows:

1. 4.31 hours of vacation (one hundred twelve [112] hours per year) for each biweekly pay period in paid status until completion of five (5) years of continuous service. (*112.06 annual, 224.12 max*)
2. 5.85 hours of vacation (one hundred fifty-two [152] hours per year) for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service. (*152.10 annual, 304.2 max*)
3. 7.39 hours of vacation (one hundred ninety-two [192] hours per year) for each biweekly pay period in paid status after completion of ten (10) years of continuous service. (*192.14 annual, 384.28 max*)

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4. 8.00 hours of vacation (two hundred and eight [208] hours per year) for each biweekly pay period in paid status after completion of twenty (20) years of continuous service. *(208 annual, 416 max)*
  5. The maximum vacation accrued on December 31 of any year shall be two times the annual accrual. *(see above for calculated annual and max values).*
  6. All part-time regular employees assigned to a one-half (1/2) time or more position shall accrue vacation pro rata in proportion to the percentage the employee's regular assignment bears to a full-time assignment.
- B. Special Vacation Entitlement. Effective January 1 of any year, all current employees shall be credited with thirty-two (32) hours of vacation. Employees hired between January 1 and April 30 shall be credited with twenty-four (24) hours of vacation. Employees hired between May and August 31 shall be credited with sixteen (16) hours of vacation. Employees hired between September and December shall be credited with eight (8) hours of vacation. These hours shall be added to the employee's regular vacation earnings and the accrual limits increased accordingly.
- C. Vacation Eligibility. An employee who has less than six (6) months of uninterrupted service shall be entitled to a vacation.
- D. Vacation Carryover. When an employee is unable to take a scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the APCO shall advise the Administrative Services Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the management employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should the APCO, as a result of emergency needs of the District, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.
- E. Vacation Payout. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement at their current rate of pay. Accrual Payouts are not PERS reportable earnings.
- F. Vacation Request. Vacations shall be scheduled at the request of the employee and with the approval of the APCO. A vacation request shall be approved or denied by management within one week of the request. If approved, the vacation schedule shall not be subject to cancellation or rescheduling on the basis of seniority.
- G. Vacation Buy Back. Vacation Buy-Back is not a PERS reportable earning.
1. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of funds.

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2. In addition to vacation buy-back pursuant to the above, employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of the funds.

H. **Illness During Vacation.** Any employee becoming seriously ill while on scheduled vacations may request that the hours he or she were ill be charged against his or her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required, if requested by the APCO.

### **11.00      SICK LEAVE**

Sick leave must be used in minimum increments of one-half hour.

#### **11.01      All Regular Full-Time Employees**

A. **Sick Leave Accrual.** All regular employees shall earn sick leave at a rate of 3.7 hours per biweekly pay period (ninety-six (96) hours per year). Sick leave may be accumulated without limit during a continuous period of employment.

B. **Sick Leave Eligibility.** Only regular help employees shall earn sick leave. Regular help employees working less than full time shall earn sick leave on a pro rata basis.

C. **Uses of Sick Leave.**

Sick leave shall be granted only for the following:

1. The employee's illness or disability;
2. The employee's routine medical or dental appointments; and,
3. Critical illness in the family.

D. **Sick Leave Buy Back Option.** On retirement or termination in good standing, an employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of \$3,000.00.

Sick leave shall not be considered a privilege to be used at the employee's discretion. It shall be allowed only in case of necessity for actual sickness or disability. Whenever a regular employee believes it necessary to be absent from duty because of the critical illness of an immediate family member, the employee may request permission of the APCO to be absent and time off shall be charged against sick leave in accordance with California Labor Code Section 233. For the purpose of this section, "immediate family member" means spouse; domestic partner; biological, step, adopted or foster child or parent; brother; sister.

#### **11.02      Reporting Requirement**

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Except in emergency, in order to receive sick leave compensation while absent, the employee shall notify the APCO or designated representative prior to or within four (4) hours after the time set for the beginning of the employee's work shift.

### **11.03 Medical Reports**

In cases involving absences of three (3) consecutive work days or more, or upon good cause based on the protection of employee health and welfare, the employee shall, upon the APCO's request, file a physician's certificate with the APCO stating the cause of the absence and the employee's physical ability to return to work on a full or limited duty basis. In general, the employer shall notify employees at the time they are reporting their absence due to illness that a doctor's certificate will be required. Exceptions can be made in cases of suspected sick leave abuse, or where APCO determines the health, welfare or safety of any District employees or its clients give a reasonable basis for the APCO's requesting a confidential physician certificate relating the diagnosis and recommendations for ensuring the safety, health and welfare of District staff and/or its clients.

### **11.04 Payment of Sick Leave**

Sick leave time shall be charged to the employee's accrual and paid at the employee's current rate of pay. Employees who exhaust sick leave with pay may request to use any accrued vacation or compensatory time off.

### **11.05 Catastrophic Leave Pool**

The purpose of the Catastrophic Leave Pool is to enable District employees to receive and donate vacation, administrative leave and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family.

The following conditions shall apply to Catastrophic Leave:

- A. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
- B. The leave pool shall be administered by the Administrative Services Officer.
- C. Employees must be in regular appointed positions to be eligible for catastrophic leave.
- D. The employee may be on Disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
- E. All donations are to be confidential, between the donating employee, the Administrative Services Officer and APCO.
- F. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
- G. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.



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- H. Donation will be subject to applicable tax laws.
- I. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.
- J. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.

### **12.00 LEAVES OF ABSENCE**

All paid leaves are calculated based on the standard 8 hour workday or prorated for reduced part time-schedules.

#### **12.01 Bereavement Leave**

Whenever a regular employee believes it is necessary to be absent from duty because of the death of a member of the employee's immediate family, the employee may request permission of the APCO or designated representative to be absent for not more than three (3) standard work days with pay prorated up to 8 hours per workday for each occasion. Any time used in this manner shall not be charged to sick leave or vacation but shall be documented and recorded as bereavement leave. For purposes of this section, "immediate family" means spouse; domestic partner; biological, step, legal, adopted or foster child or parent; brother; sister; grandchild; grandparent; mother-in-law and father-in-law, brother-in-law and sister-in-law.

In addition to the bereavement leave benefit set forth, a regular employee who believes it necessary to be absent from duty because of the death of a member of the employee's immediate family who resided out of the State of California, or over 400 miles one way from his/her home, may have an additional two (2) working days of bereavement leave to be charged to sick leave.

Notwithstanding the definition of "immediate family" above, bereavement leave in the case of the death of individuals, other than those already listed, living in an employee's household as a family member may also be provided by the APCO. Approval shall be on a case-by-case basis by the APCO in his/her sole discretion.

#### **12.02 Industrial Disability Leave With Pay**

Each regular employee not covered by Labor Code Section 4850 shall be granted an industrial disability leave in accordance with the following rules.

- A. Employees shall be required to use any accrued leave benefits in order to receive paid leave.
- B. Employees' earnings will be adjusted to the differential between amount paid and any industrial disability benefits received during the period of paid leave.
- C. Employees shall have leave benefits reinstated in the equivalent value of the disability benefits.
- D. During the period of the paid industrial disability leave; employees will continue to accrue full benefits for vacation, sick leave and holidays. Benefits for retirement will be accrued on the salary differential representing the adjusted leave benefits.

**12.03 Industrial Disability Leave Without Pay**

Each regular employee who is injured or contracts an industrial illness on duty shall be granted an unpaid disability leave by the APCO from the time accrued leave benefits are exhausted until the employee is released to return to work or the employee is declared permanent and stationary or a compromise and release is signed, whichever occurs first. Employees shall accrue no benefits while in this status.

**12.04 Military Leave**

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the APCO an opportunity within the limits of such military regulations to determine when such leave shall be taken and shall provide the APCO with a copy of the military orders.

**12.05 Family Leave**

Employees are entitled to unpaid leave under the California Family Right Act (CFRA), Pregnancy Disability Leave Act (PDL) and/or the Family Medical Leave Act (FMLA), due to the employee's medical condition or due to that of a family member. Employees that have need for such leave and believe they are entitled must contact District Administration as soon as possible. For the purpose of this section, "family member" means spouse, domestic partner and parents of domestic partner; biological, step, legal, adopted or foster child or parent; spouses of parents; brother; sister; grandchild and spouses of grandchild; grandparent and spouses of grandparent; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

In addition, employees may wish to consult the following websites for more information, as well as the posted workplace materials.

<http://www.dol.gov/dol/topic/benefits-leave/fmla.htm>

Non-compensated leave under this section shall not be permissible until the employee has exhausted sick leave.

**12.06 Jury Duty Leave**

Employees shall notify the APCO upon receiving notice of jury duty. Employees who serve on a jury shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and the amount received for such appearances. Employees called for such court appearances may retain the court paid mileage fees and lodging subsidy if applicable. If called to jury duty, a regular employee may elect to:

- A. Receive the jury duty fee and also full salary payments chargeable to vacation or compensatory time off.
- B. Receive the jury duty fee and authorize the District APCO to deduct the fees from their salary or wages and receive the paid leave.

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Employees called to jury duty during normal working hours are in each instance required to collect fees for such service to the extent authorized by the Court and to advise the APCO.

### **12.07**      **Voluntary Furlough Program**

- A. Purpose - The purpose of the voluntary furlough program is a joint labor-management effort to assist the District in times of economic hardship. It is a cost containment program designed to reduce operating expenditures, preserve public services, and reduce the need for layoffs of permanent staff. This program shall remain in effect through the duration of this contract.
- B. Conditions - The APCO, at his/her sole discretion, may grant a permanent, regular help, probationary, or part-time employee voluntary, unpaid time off subject to the following conditions.
1. Unpaid leave may be taken in increments of one (1) full hour with a minimum of ten (10) hours per request.
  2. Unpaid leave may be granted by the APCO or designee for all scheduled work periods.
  3. Credit towards, sick leave, vacation leave, and holiday eligibility, and medical insurance shall accrue as though the employee were on paid status. Additionally, credit shall accrue for merit advancement, completion of probation, and seniority for purpose of layoff. Credit for retirement shall accrue as though the employee were on paid status except when the employee's PERS-reportable hours falls below 1,730 in the calendar year.
- C. Procedure - The following procedure will be used in the management of the voluntary time off program:
1. The APCO or designee shall distribute to eligible employees a "Voluntary Time Off Request Form".
  2. An employee requesting voluntary time off without pay shall complete the form indicating the number of hours (or day or days) and date(s) of the leave and return the form to the APCO or designee.
  3. The APCO or designee shall review the requested time off dates and times and resolve any scheduling conflicts. Seniority shall be used to resolve scheduling conflicts if the number of requests for the same time off is excessive. The department head or designee shall notify the employee of approval of the request.
  4. The APCO shall forward all approved request forms to the Administrative Services Officer.
  5. The APCO shall post a schedule with all approved voluntary unpaid time off requests.

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D. Incentive - As an incentive for employees to use the voluntary time off program, additional vacation credits shall be granted to the employee's vacation accrual as follows:

Number of Unpaid Hours	Vacation Hours Credited
10 hours	One (1)
20 hours	Two (2)
30 hours	Three (3)
40 hours	Four (4)
50 hours	Five (5)

**13.00 HOLIDAYS**

**13.01 Holidays Defined**

The following shall be celebrated as paid holidays:

- 1) New Year's Day January 1
- 2) Martin Luther King's Birthday Third Monday in January
- 3) Presidents' Day Third Monday in February
- 4) Cesar Chavez Day March 31
- 5) Memorial Day Last Monday in May
- 6) Juneteenth June 19
- 7) Independence Day July 4
- 8) Labor Day First Monday in September
- 9) Veterans' Day November 11
- 10) Thanksgiving Day Designated Thursday in November
- 11) Post-Thanksgiving Day Friday following Thanksgiving Day
- 12) Christmas Day December 25
- 13) Every day appointed by the President and/or Governor, and the Governing Board, for a public fast, thanksgiving or holiday, when the day is celebrated as a State or Federal holiday.
- 14) Days declared as new permanent Federal holidays shall be observed as District holidays.

When a designated holiday falls on Sunday, the following Monday shall be observed. When a designated holiday falls on a Saturday, the preceding Friday shall be observed.

Each employee in a compensated employment status shall be entitled to a floating birthday holiday, which may be taken at the employee's discretion subject to approval by the APCO. Birthday holidays shall be considered as a designated holiday.

Holiday pay is based on 8 hour standard workday. Benefits are prorated for reduced or part-time schedules not due to section 8.04.

**13.02 Eligibility for Holiday Pay**

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Each employee in a compensated employment status on the assigned workday immediately preceding and the assigned workday immediately following a designated holiday shall be entitled to compensation for the designated holiday. Extra-help employees shall not be entitled to paid holidays or compensated time off for holidays worked. Reduced schedule or part-time employees not part of section 8.04 will be paid prorated benefits.

### **13.03      Holiday Compensation**

- A. Employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the APCO, be entitled to equivalent compensated time off scheduled either the day proceeding the designated holiday or within sixty (60) days following the designated holiday.
- B. Employees assigned to the reduced work schedule as provided in Section 8.04 above shall receive nine (9) hours compensation for each listed holiday. All other employees, including those on alternative work schedules, shall receive credit for eight (8) hours per holiday, unless otherwise approved by the APCO.

### **14.00      COMPENSATION**

Compensation shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as "PEPRA"

#### **14.01      Salary, Basic Pay Plan**

The basic pay plan consists of the salary ranges and the assignment of classes to such ranges as provided in the District salary schedule and referenced hereto as Attachment C. Each employee shall be paid within the range for his/her class unless otherwise provided for in this agreement.

#### **14.02      Salary Adjustments**

The following salary adjustments to classifications and positions are hereby implemented:

Each position covered under this memorandum of understanding is allocated to a salary range pursuant to Appendix B. The bi-weekly salary schedule is provided in Appendix C and defines wages applied to all members of the Association effective October 15, 2024.

All employees holding a valid Professional Engineers licenses will receive an additional 2.5% increase to their pay.

In addition, the APCO is vested with the authority to provide incentive pay for outstanding employee performance, all in the APCO's sole and unreviewable discretion, the aggregate of such payments not to exceed \$10,000 annually for all District staff and management. This pay is not PERS reportable for PEPRA employees.

The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April 2025.

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The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April 2026.

### **14.03 Hours of Service for Purposes of Step Advancement**

- A. *Defined.* Paid hours of work and hours of paid leave of an employee within the number of authorized hours of the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or not, shall not be included in hours of service. Unpaid absences, whether authorized or not, shall not be included in hours of service.
- B. *Standard Steps (Steps One through Five).* Step advances are predicated upon merit and length of service, and each full-time or part time employee in a budgeted position may receive an advancement to the next higher, standard step in the salary range for his/her classification, after completion of 2080 hours of satisfactory or better service at the employee's current step, as evidenced by a standard or better performance evaluation rating.
- C. Notwithstanding the provisions of subdivision B, the Governing Board, or the APCO, upon a finding of unique excellence of service to the District, may grant an out of step advance to higher steps within the same salary range to an employee.

### **14.04 Step Placement and Step Advancement upon Appointment to Higher Class**

A higher class is one in which the fifth step hourly rate of the salary range for the new class is greater than the fifth step hourly rate of the salary range for the current class.

An employee who is appointed to a higher class which is in this representation unit shall be placed at the step in the salary range for the higher class which is closest to the hourly rate in the lower class but which provides at least a five percent (5.0 %) increase; provided that the employee's salary in the new class is not less than the minimum of the salary range nor greater than the maximum of the salary range for the new class.

For purposes of accrual of hours for step advancement, the beginning date shall be the most recent date of appointment to the higher class.

### **14.05 Step Placement and Step Advancement upon Appointment to an Equal Class**

An equal class is one in which the fifth step hourly rate of the salary range of the new class is the same as that for the current class.

Upon appointment to an equal class, the employee shall retain the same Step 5.

Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the new class.

### **14.06 Step Placement and Step Advancement upon Appointment to a Lower Class**

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A lower class is one in which the fifth step hourly rate of the salary range for the new class is less than the fifth step hourly rate of the salary range for the current class.

### **A. Demotion and Demotion in Lieu of Layoff**

An employee who voluntarily demotes to a lower class, including a voluntary demotion in lieu of layoff, or who is demoted to a lower class for disciplinary purposes, shall be placed at the same step in the new salary range as she/he was receiving in the salary range of the higher class (e.g., Step 3 to Step 3), and hours of service accrued in the step in the higher class shall be credited towards step advancement in the lower class.

### **B. Reclassification of Position to Lower Class: Y-Rate**

An employee whose position has been allocated to a lower class shall have his/her salary Y-rated (frozen).

An employee who is placed on Y-rate shall retain his/her hourly salary rate of the higher class until such time as the maximum salary of the lower class exceeds the employee's Y-rated (frozen) salary.

At such time as the salary for the lower class exceeds the employee's Y-rated salary, the employee shall be placed at the salary step in the range of the "lower" class, which is closest to but exceeds the employee's Y-rated salary.

## **14.07 Step Placement and Step Advancement upon Re-employment**

An employee who is laid off from a budgeted position of the District and who is reemployed in the same job class in a budgeted position of the District within one year from the layoff shall be placed at the same step of the salary range the employee held in that class at the time of layoff, and hours of service for purposes of step advancement which the employee held at the time of layoff shall be restored.

## **14.08 Effective Date of Step Advancement**

Step advancements which would be effective the first week of the pay period shall have an effective date of the first day of that pay period; step advancements which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

## **14.09 Step Placement Upon Hiring**

Each employee, upon appointment by the APCO, shall be placed in Step 1 of the respective employee's salary range. However, at the discretion of the APCO, and upon finding that the District's needs and the employee's experience and abilities justifies a higher beginning step, may appoint the employee to an advanced step within the salary range. Notwithstanding the APCO's discretion, any initial placement above Step 4 shall require the Governing Board's approval.

## **14.10 Special Additional Sixth Step**

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An employee in a budgeted position shall be eligible for advancement to the special, additional sixth step in the District salary table for his/her classification, provided that all of the following conditions are met:

1. The employee is currently at Step 5 of the salary range for his/her classification or in a directly related class series; and
2. The employee has 10 years or more of continuous service with the District, and
3. The employee's; performance for the previous four years meets or exceeds the following standards:

For each year during the previous four-year period, the employee's overall "Performance Evaluation: must reflect a rating of exceeds the job standards.

4. The APCO recommends the advancement.

Employees who may not have received an annual evaluation in any year of service will be considered to have met the minimum criteria for the Step 6 advancement for that rating period.

The APCO may, under exceptional circumstances, waive the performance standard required above.

Step 6 shall be placed at ten percent (10%) above Step 5.

### **14.11 Temporary Assignment in Higher Pay Classification, Working out of Class**

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days or seventy-two (72) cumulative working hours in a fiscal year for thirty-six (36) hour work week employees), the employee shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay beginning with the eleventh (11th) day or the eighty-first (81st) hour of the assignment (or ninth (9th) day or the seventy-third (73rd) hour of the assignment for thirty-six (36) hour work week employees). A continuous out-of-classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving compensation for an assignment, which commenced June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty-six (36) hour work week employees) of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty six (36) hour work week employees. An out-of-classification assignment for a vacant position shall not exceed 960 hours within a fiscal year. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence. This provision shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA of 2013) as it is currently enacted and as it is amended in the future and its implementing regulations, referred to hereinafter collectively as "PEPRA."



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### **14.12**      **Bilingual Pay Differential**

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of three dollars twenty-five cents (\$3.25) per day or thirty-two dollars fifty cents (\$32.50) per pay period. The bilingual allowance is prorated for part-time employees. Qualification for the shift differential will be conducted by an outside testing agency for both spend and written proficiency with a passing score of B2 or better score.

### **14.13**      **Standby Pay**

- A.      *Status.* Effective immediately, each employee in the unit of representation shall be entitled to receive twenty-five dollars (\$25.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by the APCO. A standby shift is defined as any eight-hour (8) shift following the employee's normal assigned shift.
- B.      *Response Time.* Employees placed on standby status shall keep the APCO or designee advised of their location during the standby shift and shall respond to duty within two (2) hours from the time of notification. When an APCO determines it is in the interest of the District to provide electronic paging devices for standby workers, the APCO shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for callback pay as specified under Section 14.13. Employees returning to duty from standby shall be eligible for overtime as specified in Section 9.00.
- C.      *Exemption.* Employees who would face a hardship in serving standby because of the need to care for small children may request exemption from standby duty on a bi-weekly basis. Employees so requesting must have arrangements for alternative coverage. Approval shall be at the sole discretion of the APCO or his/her designee.
- D.      *Exclusion.* Standby pay does include after hour liaison shifts set out in Section 9.09.

### **14.14**      **Special Assignments**

Effective ratification and Board adoption employees receiving the following special assignments shall be entitled to the specified special assignment pay, for the duration of the assignment. These assignments and the respective special assignment pay shall not be a "property right" to any employee, and the assignments shall be at the exclusive discretion of the APCO. PERS defines if a special assignment pay is reportable. Not all special assignments or pays may be PERS reportable.

- 1.      Clerk of the Governing Board shall receive special assignment pay of \$ 200.00 per month.
- 2.      Clerk of the Hearing Board shall receive special assignment pay of \$40.00 per month.
- 3.      Safety Officer shall receive special assignment pay of \$ 200.00 per month.
- 4.      Employees assigned to obtain, and who maintain, the State Hazardous Material Certification of Health & Safety Training for Hazardous Waste Workers, shall receive special assignment pay of \$50.00 per month.

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5. Employee assigned as Web Master shall receive special assignment pay of \$125.00 per month.
6. Employee assigned as the Information Technology (IT) Officer shall receive special assignment pay of \$ 350.00 per month.
7. Sacramento Valley Basinwide Control Secretary shall receive special assignment of \$300 per month.
8. Employee assigned as Burn Program Manager shall receive special assignment pay of \$200 per month.
9. Employees whose duties require the use of a cell phone may accept a \$50.00 per month cell phone allowance for the use of their personal cell phone for District business in lieu of being assigned a District cell phone.

The special assignment pay shall be effective the first day of the month assignment is made.

### **15.00 UNEMPLOYMENT INSURANCE**

District employees shall be covered by unemployment insurance pursuant to state law. The purpose of this coverage is to provide benefits to former employees who are no longer employed through no fault of their own. Employees who terminate from District employment shall complete termination forms and procedures as required by the APCO.

### **16.0 EMPLOYEE INSURANCES**

- A. All regular employees assigned to full-time or more position and the employee's dependents shall be entitled to participate in the District-sponsored group health plan. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.
- B. Employees assigned to the reduced work week schedule and assigned to work seventy-two (72) hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.
- C. The District agrees to provide the Employees' Association with a Health and Welfare reopener specifically for selecting a new insurance provider. If a new insurance provider is selected, the impact will be subject to bargaining, and the insurance provider will be subject to the Employees' Association ratification and voting process. Employees' Association to provide all required notice to and participation by retirees.

### **16.01 Plan Documents Controlling**

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The plan document for insurances specified below (health, dental, vision, long term disability, life) is controlling.

**16.02 Health Plan**

- A. Employee Health Plan Eligibility: All regular employees assigned to a one-half (1/2) time or more position and the employees dependents shall be entitled to participate in the District sponsored Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive pro-rated health contributions rounding to the nearest one-quarter time (i.e. either fifty percent (50%) seventy-five percent (75%), or one hundred percent (100%) of the District contribution for full-time employees). Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.
- B. Employees assigned to the reduced work week schedule and assigned to work 72 hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.

**16.02.1 Health Plan Description**

The District Flexible Benefits Plan (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 16.02.2. Once the selection is made, it will remain in force until the next open enrollment period. The fee for a third-party administrator will be paid by the District.

The basic group term life insurance will continue to be provided at District expense and will not be part of the Cafeteria Plan.

**16.02.2 Participation Levels**

Employee A--Core Plan: In accordance with Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), the District will pay the first portion of the premium for medical coverage as designated in the most current PERS Circular Letter. In addition, the District will contribute the following participant premium medical coverage and will increase the District contribution by 50% for any future rate increase during the term of this agreement in the medical, dental, and vision plans. Since there are several medical plans available through the PERS Health Plan, future District contribution increases will be based on the Blue Shield HMO rates. The District contribution amounts as of January 1, 2024 are:

<u>Participant Levels:</u>	<u>Dollar Amount</u>
Employee only	\$815.18/month
Employee plus one	\$1,596.07/month
Family	\$2,096.13/month

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If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance (Core Plan). If dependent coverage is sought, dependents must participate in the dental and vision plans unless they are unable to do so for reasons beyond their reasonable control.

Employees that have elected to participate in the "Core Plan" can also elect to participate in optional benefits. If the employee has any surplus Flexible Benefit Account credits after making all elections required to participate in the health insurance, the employee can use that surplus toward the Flexible Benefit Options listed in the Flexible Benefit Option Exhibit. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

The parties agree to meet and confer regarding the participation levels, annually, by October 1<sup>st</sup> of each year of the agreement.

Employee B--Flexible Benefit Options: Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 16.02.3). They will have an opportunity to participate in the Flexible Benefit Options as set forth in attachment Appendix F.

The District will provide an employer flex credit monthly contribution for "employees" who elect Option B in the amount of the current District's participant contribution for Employee Only per month. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Employees that wish to participate in the Flexible Benefit Options, with the exception of the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

### **16.02.3 Administration**

- A. No benefits will be paid to employees in Category B until proof of insurance is on file with the APCO.
- B. Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. For purposes of benefit plan eligibility for the duration of the thirty-six (36) hour schedule, employees who are assigned to work seventy-two (72) hours in any pay period shall be considered to be full-time employees. All employees assigned to a one-half (1/2) time or more position, and the employee's dependents, shall be entitled to participate in the District's Flexible Benefits Plan. Employees working less than full-time, shall receive prorated flex benefit contributions rounding to the nearest one-quarter time; i.e., either fifty percent (50%) for employees working thirty-six (36) hours to forty-five (45) hours; seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%) for employees working sixty-five (65) hours or more.
- C. Any money deposited in the Flexible Benefits Account of an employee must be used during the plan year; otherwise, the remaining balance reverts to the District. Upon separation, the money will be disbursed in conformance with the rules and procedures explained to and authorized by the employee at the time of his/her enrollment.

### **16.02.4 Retired Employee Options**

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Employees hired after October 1, 2018 are not eligible for conversion of sick leave to health insurance or the one year health coverage as outline in this section.

Those employees hired before October 1, 2018 and who are retiring in good standing with at least ten (10) years of cumulative service with the District, are members of the District-sponsored health plan, are members of PERS and subject to this Memorandum of Understanding, are entitled to twelve (12) months of reimbursable health premiums immediately following retirement subject to the provisions of the contract between the District and the Public Employees' Retirement System.

In addition to the provisions of the sick leave buyback plan (Section 11.01.D), any retiring employee hired before October 1, 2018 is eligible for sick leave conversion for a health premium plan. Under this sick leave conversion, a retiring employee will receive one month of paid health benefits (excluding life), for each eight (8) hours of sick leave on accrual at the date of retirement. Coverage under this plan shall not be extended to employee dependents or to employees beyond Medicare Supplemental Qualifying Age. (currently 65 years for born before 1960 and 67 years for born after 1960).

An employee hired before October 1, 2018 enrolling in the health premium plan may elect to provide coverage for a dependent spouse by converting accumulated sick leave at an additional rate of twelve (12) hours of accumulated sick leave for one month of health insurance until the Medicare Supplemental Qualifying Age. For a total of (20) twenty hours for both employee and spouse coverage. The dependent spouse enrollment date must be declared at the time of the employee's retirement or at a qualifying emergency event. The dependent spouse enrollment date may occur after the employee's retirement date, but a specific start date must be specified at the time of the employee's retirement. The dependent spouse must be eligible for enrollment under the requirements of the Health Insurance Portability and Accountability Act (HIPAA). If the dependent spouse is not eligible for enrollment pursuant to the provisions in HIPAA, coverage will revert back employee only coverage. The employee may undeclare (not provide coverage for) a dependent spouse with no loss of accrued sick leave if the retired employee notifies the District prior to the above specified date and at least 4 months prior to the beginning of the fiscal year which includes the specified date. Failure to notify the District within this time frame may result in loss of the allocated accrued sick leave for the dependent spouse until the next fiscal year. Changes to the coverage for a dependent spouse are subject to the requirements in HIPAA and coverage may be terminated at their death or another qualifying event, pursuant to HIPAA, without further use or loss of the retired employee's accrued sick leave.

A dependent spouse that has been enrolled in health coverage by a retired employee is eligible to continue coverage if the retired employee reaches Medicare Supplemental Qualifying Age or upon the employee's death with the same conversion rate provided accumulated sick leave is available and if the dependent spouse is still eligible for PERS health care in accordance with PERS policies.

Rights to continuation of health coverage above are in addition to any rights the employee is entitled to under COBRA. The District will reimburse the employee, on a monthly basis, for eligible health care premiums utilizing the available sick leave, when presented a copy of the employee's retirement pay voucher showing the premium deduction. The District shall pay the Dental and Vision premiums directly.

Retiring employees may also choose to continue health coverage for themselves and their covered dependents by paying the full premium required.

**16.02.5 Pre-Tax Dollar Program**

The District will make available to its employees a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125. Should it be determined that this program is in conflict with provisions of the Internal Revenue Code or any other relevant law or regulations which would subject the District and/or its employees to a penalty, the program will be suspended.

**16.02.6 Payroll Contributions**

Payroll contributions shall normally be deducted in equal deductions in two pay periods in a month (e.g., one-half in the first pay period and one-half in the second pay period). However, for new enrollees, terminating employees and enrollees going on or returning from an unpaid absence, the entire premium will be deducted in one pay period of the month, rather than two.

**16.03 Dental Insurance**

The District agrees to pay the premium for a dental plan for employees and eligible dependents during the term of this agreement. Dental insurance provided by this section shall be subject to the limitations, benefits and incorporated as part of the Flexible Benefit Plan options set of in Section 16.02 above.

**16.04 Optical Insurance**

The District agrees to pay the premium for optical insurance during the term of this agreement. Optical insurance provided by this section shall be subject to the limitations, benefits and incorporated as part of the Flexible Benefit Plan options set forth in Section 16.02 above.

**16.05 Life Insurance**

The District agrees to provide \$25,000 term life insurance for all employees during the term of this agreement, effective January 1, 2001.

**16.06 All Insurance**

The District continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after prior meet and consultation with the Employees' Association. In the event a change in insurance carrier is made, an open enrollment period will be authorized.

**16.07 Disability Insurance**

Each regular District employee shall participate in the Disability Insurance Plan. Disability Insurance is integrated with the District's sick leave plan and the employee(s) shall be allowed to use up to fifteen (15) vacation and/or CTO days in addition to sick leave in combination with payments due from Disability Insurance for each disability in accordance with the following formula:

- A. The employee's gross biweekly wage shall be multiplied by a factor of 0.85 and the resulting product reduced by the amount of payments for the biweekly period. The resulting balance shall represent the amount of gross sick leave/vacation and/or CTO pay from which mandatory and voluntary deductions shall be made.

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- B. It shall be the employee's responsibility to apply for benefits and to file with the Administrative Services Officer immediately upon receipt. Upon receipt of said notice, the Administrative Services Officer shall adjust the employee's sick leave/vacation and/or CTO usage to the maximum eligible, according to the integration formula.

An employee receiving disability benefit payments who fails to provide the Administrative Services Officer within thirty (30) days of the onset of the disability benefits approval shall be deemed in violation of the terms of this agreement and the Administrative Services Officer shall immediately forward to the disability benefits carrier a report indicating that the employee had received full sick leave/vacation and/or CTO to the maximum allowed for the time in question.

The District shall develop a revised checklist for employees filing disability claims. The checklist will include clear step-by-step instructions for employees to follow and explain how the disability insurance program works.

### **16.08**      **Continuation of Insurance during Absences without Pay**

Employees granted leaves of absence without pay of one full pay period or longer or employees suspended without pay for one full pay period or longer, must notify the APCO and make arrangements for payment of insurances in advance. "Advance" as used in this article means on or before the first working day of the pay period.

An employee who is absent without pay must pay in advance for any insurance coverage during the absence of one full pay period or longer. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences.

Unless otherwise specifically provided under federal or State law, if the employee does not pay for insurance coverage during the absence without pay, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Unless otherwise specifically provided under federal or State law, should employees and/or their dependents not be covered during an absence without pay, they may be treated as initial enrollees for insurance for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

When an employee is absent without pay for any reason, coverage under employee insurance (e.g., health, life, dental, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of the leave of absence without pay.

### **16.09**      **Liability of Employee for Ineligible Dependents**

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the District for all employee insurances. It is the responsibility of each employee to provide written notification to the Air Pollution Control Officer and the applicable insurance carrier upon any enrolled dependent(s) becoming ineligible.

### **16.10**      **Benefit Plan Review Committee**

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The Butte County Air Quality Management District Employees' Association reserves the right to form a Benefit Plan Review Committee if changes in benefits warrant such an action.

### **17.00      RETIREMENT PLAN**

#### **17.01      Membership**

Regular full time District employees shall be members of the Public Employees' Retirement System as provided by law and the terms of the contract in effect between the District and the Public Employees' Retirement System. Hourly-rated extra-help employees shall not be eligible for retirement benefits.

Participation in the retirement plan shall be consistent with the requirements of Public Employee Pension Reform Act (PEPRA). To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

#### **17.01.1      New Members**

For purposes of this section “New Member” is defined by Public Employee Pension Reform Act (PEPRA) to be any of the following (statutory reference is to the California Code):

- A. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- B. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- C. An individual who was an active member in a retirement system and show, after a break in service or more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.

“New Members”, as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest average annual compensation over a three-year period and the 2% @ 62 formula.

#### **17.01.2      Classic Members**

As defined above, are eligible to participate in the District retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest single year of salary on the 2% @ 55 formula.

#### **17.02      Retirement Contribution**



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“**New Members**”: Effective the pay period including October 1, 2015 employees shall pay the current employee contribution rate to the PERS retirement pension for the 2% at 62 formula.

“**Classic Members**”: Effective October 1, 2014, employees will pay on a pre-tax basis all seven percent (7.0%) of salary for the employee share of their PERS retirement pension. Seven percent (7%) of salary is the maximum employee contribution to the PERS retirement pension for the 2% at 55 option.

### **17.03 Retirement Credit for Sick Leave**

An employee may, upon retirement from the District under PERS, use any sick leave accumulation not used as part of the calculated options for cash out or sick leave conversion as service time, in accordance with the PERS formula.

### **17.04 Credit for Butte County Employment**

Notwithstanding other provisions of the MOU, an employee previously employed with Butte County shall be given equal transfer credit for his or her previous employment with Butte County. The employee shall have his or her retirement credits transferred to the District on a 1 to 1 basis without any devaluation, and the credit shall be additive toward the employees District employment term towards retirement. (For example, if employee A was employed with Butte County from 1988 through 1998, and then employed with the District from 1998 through 2000, employee A's retirement credit shall be at the year 2000, 12 years retirement credit.)

### **17.05 Employer Deferred Comp Program**

- A. The District agrees to maintain an employer 401(a) deferred compensation program, beginning July 1, 1999, though the term of this agreement, the carrier to be determined by the District. The District agrees to contribute 6% into this employer deferred compensation program, with 100% vesting to occur three (3) years after the date of initial employment for all permanent full-time positions.
- B. The District agrees to maintain, during the term of this agreement, an employee paid Roth IRA account and 457 deferred compensation program, the administrator to be determined by the District.

## **18.00 REIMBURSEMENT OF EXPENSES**

### **18.01 Expenses for Mileage**

Except when authorized otherwise by the APCO, an employee shall drive District vehicles on District business. An employee may be authorized to use his/her personal vehicle on District business on the following circumstances: upon approval by the APCO or his designee, and following the filing with the District of proof of insurance and naming the District as additional insured.

An employee who has received authorization to use a privately-owned vehicle for District business shall be reimbursed at the rate as IRS dictates, for each mile driven on District business during the month.

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All claims for mileage reimbursement must be submitted within ninety (90) days of incurring the mileage expense on the form directed by the APCO and with the supporting information directed by the APCO. Claims not submitted within ninety (90) days are not valid claims against the District.

### **18.02 Professional License Fees**

Employees in the following classifications (upon the approval of the appointing authority) shall be eligible to be reimbursed for 100% of the professional license or certificate fees required as a prerequisite to their position.

1. Engineer, Professional registration
2. Air Pollution Specialist(s), Planner(s) and Engineer(s): Visible Emission Certification

### **19.00 BENCHMARK SURVEY DISTRICTS**

Employee compensation in the following air pollution control and air quality management agencies shall serve as benchmarks in reviewing potential employee salaries and benefits:

1. Shasta County APCD
2. Feather River AQMD
3. Yolo-Solano Unified AQMD
4. Placer County APCD
5. San Luis Obispo County AQMD
6. N. Sonoma APCD
7. Northern Sierra AQMD
8. North Coast AQMD

Compensation data will include salaries, paid employee retirement contributions, straight vacation accruals and maximum medical contribution.

### **20.00 EMPLOYEE PERFORMANCE**

The parties support the concept of high performance, high productivity, efficiency, and courteous treatment of the public and other staff in order to provide effective services to the community served by the District at reasonable cost.

#### **20.01 Right to Representation**

The District shall advise the employee of his/her right to be represented by the respective bargaining unit, Association, or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

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### **20.02**      **Disciplinary Actions**

Disciplinary action may be taken by the APCO or his/her designated representative for just and reasonable cause and/or applicable personnel rules, and shall include, but is not limited to, the following:

- A. Suspension without pay for no more than sixty (60) calendar days -- the sixty-day limitation shall apply only to imposition of discipline by the APCO and does not limit the ability of the hearing officer to impose a greater period of suspension as a modification of an action of dismissal or disciplinary demotion.
- B. Reduction in salary step -- the placement of an employee at a lower step in the salary range of the classification held by the employee.
- C. Disciplinary demotion -- the appointment of an employee for disciplinary reasons to a position in another class with a lower salary range, provided the employee meets the minimum qualifications for the lower class.
- D. Dismissal -- the separation of the employee from District service for cause.

NOTE: The APCO may suspend an employee with pay for a period not to exceed twenty (20) working days for purposes of investigation for possible disciplinary action. Such suspension with pay is not disciplinary action and is not subject to appeal.

### **20.03**      **Performance Correction Notice**

Any performance correction notice of an employee in this representation unit by the District shall include the specific reason(s) for such reprimand. A copy of the notice may be placed in the employee's personnel file. Such a notice shall be sealed three years after its date of issuance. After the sealing, it may only be unsealed (1) to be used in any legal proceeding, claim, or dispute involving the District, or as ordered by a court or (2) for the inspection of the APCO, District Counsel, or the employee that received the performance correction notice.

Such performance correction notice shall include a statement that the employee may discuss the reprimand with the APCO, the Employees' Association and/or his or her council.

Such reprimands shall not be subject to appeal but the employee and/or his/her representative shall have the right to discuss the written reprimand with the APCO. The APCO may uphold, amend, or withdraw the reprimand at his/her discretion.

### **20.04**      **Notices of Disciplinary Action**

- A. *Pre-Disciplinary Notice:* If the APCO or his or her designee proposes to take disciplinary action in severity against an employee of a suspension without pay of five (5) days or more, the APCO shall first serve the employee with notice of the proposed discipline including the right to respond to the APCO prior to the action being taken. The notice shall be served at least seven (7) calendar days prior to the effective day of the action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered to be the first day of notification. If the employee is served by

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certified mail, neither the day of the mailing nor the following calendar day shall be considered in the seven (7) calendar days for notification purposes. The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and, in cases of demotion, shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is taken or based is attached; the right to be represented and to respond verbally or in writing to the APCO or designated representative prior to the effective date of the action, and the right to appeal the action and the time within which the appeal may be made.

The APCO or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the District, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, the APCO or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If required to provide for full investigation of the allegations made against an employee, the five (5) day period for reassignment of paid leave may be extended up to thirty (30) days.

Nothing in this section or in Section 20.05 shall be deemed to preclude the taking and imposition of disciplinary action before the grievance procedure has been resorted to or exhausted by the employee's respective bargaining unit representative association or Employee.

- B. *Notice to Association:* The APCO, upon initiating disciplinary action for discharge, demotion, or suspension of an employee identified in Appendix A, shall immediately notify the Association and representative of the employee.

If personal delivery at the work site cannot be accomplished, notice shall be served as follows, using the most current address in the employee's personnel file: (1) by mailing a copy of the notice by certified mail to the employee with return receipt required; and (2) by mailing a copy of the notice to the employee via first class U.S. Mail.

For purposes of establishing the time limits for filing an appeal, service of the notice of disciplinary action shall be deemed complete on the earlier of: (1) The date of receipt of the notice sent by certified mail, or, (2) five (5) calendar days from mailing of the notice by first class U.S. mail.

### **20.05**      **Appeals**

- A. *Who May Appeal.* Only employees in full time, permanent, budgeted positions as identified in Appendix A who are not on probation shall have the right to appeal disciplinary actions as defined herein.
- B. *Appeal Time Lines and Contents.* A written appeal of a disciplinary action as defined herein must be filed with the APCO within ten (10) working days of the date the notice of disciplinary action is deemed to have been received. Such notice must be filed by the employee against whom the disciplinary action is taken. The appeal shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

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Failure by the employee to file an appeal with the APCO within the ten (10) working day time limit shall constitute an automatic forfeiture and irrevocable waiver of any right to appeal the disciplinary action.

### **20.06**      **Appeal Hearing**

Hearings on appeals filed in accordance with the provisions of this Memorandum of Understanding shall be as follows:

- A.     *Selection of Hearing Officer.* The parties shall select a mutually acceptable hearing officer and schedule a day for the appeal hearing within twenty (20) working days of the date of the appeal of the disciplinary action. Should the Employees' Association representative exercise its option of representing the employee in the appeal, it may require that the hearing officer be an arbitrator.
- B.     *Preparation for Hearing.* At least ten (10) working days prior to the appeal hearing, the parties shall attempt to stipulate to as many facts as possible.
- C.     *Expenses.* The fees and expenses of the hearing officer shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including but not limited to fees for witness transcripts and similar costs incurred by the parties during such hearing, shall be the responsibility of the individual party involved.

If the employee is not represented by the Employees' Association representative for the appeal hearing, the employee shall certify in writing that she/he shall pay his/her share of the fees and expenses of the hearing.

- D.     *Criminal Action-Alleged or Charged.* When the facts alleged in the notice of disciplinary action constitute a crime, or where the employee has been charged with a crime arising from the same transaction, and the employee has filed an appeal of the disciplinary action, she/he may, at least ten (10) working days prior to the date of the appeal hearing, request a continuance of his/her appeal hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by waiver of salary and all benefits for the period of continuance, in the event the employee is reinstated.
- E.     *Hearings.* It shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings and a decision within twenty (20) working days of the conclusion of the hearing.

The hearing officer shall have the authority to deny, affirm or amend the disciplinary action appealed, but the hearing officer shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.

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### **20.07**      **Notice of Association**

The APCO will, upon receiving a notice of disciplinary action for discharge, demotion, or suspension of an employee within the unit, immediately notify the Association. Failure of the APCO to immediately notify the Association shall not affect the appointing authority's notice of discharge to the employee.

### **21.00**      **GRIEVANCE PROCEDURE**

*Intent.* An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Employees' Association representative or an individual of his/her choice in the formal steps of this procedure. Employees who present a grievance shall not suffer reprisal or other punitive action by the District or an Employees' Association because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to District management pursuant to this procedure.

#### **21.01**      **Grievance Defined**

- A. A grievance may only be filed if it relates to:
1. A management interpretation or application of this Memorandum of Understanding which adversely affects an employee.
  2. Failure by the District to provide a specific condition of employment which is established by the Administrative Code of the District and applies to employees in the Employees' Association, provided that the enjoyment of such condition is not made subject to the discretion of the District or APCO, and provided further that the condition of employment which is the subject matter of grievance is a matter within the scope of representation as defined in California Government Code Section 3504.
- B. A grievance shall not include the following:
1. Complaints regarding Affirmative Action, Occupational Health and Safety or Worker's Compensation or the applicable procedures for such complaints.
  2. The exercise of any District rights as specified in this Memorandum of Understanding, so long as the exercise of such rights does not conflict with other provisions of this Memorandum of Understanding.
  3. Any impasse or dispute in the meet and confer process.
  4. Any "interest" matters or matters within the scope of representation.
  5. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreement.
  6. Disciplinary actions.
  7. Decisions of the APCO with respect to classification requests.

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8. District's Governing Board of Directors resolution, or minute order.
  9. Subjects involving the amendment of a state or federal law.
  10. Performance evaluation.
  11. Denial of merit increases.
- C. Other limitations on arbitration:
1. Grievances concerning provisions of the District Administrative Code shall not be subject to arbitration (Step 4).
  2. Article 22.02 (Safety) shall not be subject to arbitration (Step 4).
  3. Y-rating pursuant to Article 14.06 shall not be subject to arbitration (Step 4).

### **21.02**      **No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under this grievance procedure.

### **21.03**      **General Provisions**

- A. *Grievance Withdrawal.* The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the District representative who last took action on the grievance, with a copy to the APCO.
- B. *Reconsideration.* By mutual agreement, the parties may revert the grievance to a prior step for reconsideration. If the grievance is not then settled at that prior level, the grievance shall be processed from the prior step following the time lines and process set forth in this Article.
- C. *Consolidation.* The District and the Employees' Association may consolidate grievances where, in its discretion, the grievances present substantially similar issues.
- D. *Grievance Resolution.* If a grievance is resolved at Step 2 or Step 3 the grievant(s) concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the grievance form. If the employee(s) has been represented by the Employees' Association at the step of procedure at which a resolution is reached, the Employees' Association representative shall also sign in the appropriate space on the grievance form, acknowledging that the grievant(s) has accepted the resolution.

### **21.04**      **Time Lines**

- A. The time limits set forth herein are essential to the grievance procedure and shall be strictly observed.

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- B. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.
- C. If, at any step of the grievance procedure, the grievant(s) is dissatisfied with the decision rendered, it shall be the responsibility of the grievant(s) to submit the grievance to the next step within the time limits specified.
- D. Failure to submit the grievance within the specified time limit shall terminate the grievance process and 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.
- E. The grievant(s) has the right to promptly proceed to the next step within the prescribed time limits if the appropriate District representative fails to respond within the time limit specified.

### **21.05      Grievance Processing Steps**

An employee has the right to present his/her own grievance. A group of employees may also present a grievance. The Employees' Association may file a grievance on those matters concerning the rights of the Employee Association as an organization as specified in Article 4 of this MOU.

#### A.      Step 1 - Informal

The grievant(s) shall first discuss the grievance informally with his/her Division Chief and inform the Division Chief that the subject of the discussion is a grievance. The discussion shall be held within ten (10) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant(s). In no event shall any grievance be accepted for consideration more than forty-five (45) working days from the date of the action causing the grievance, regardless of the date the action became known to the grievant(s).

Every reasonable effort shall be made to resolve the grievance at this level. The Division Chief shall respond verbally to the grievant(s) within five (5) working days of the informal discussion between the grievant and the Division Chief.

Any settlement must be in accordance with the provisions of this Memorandum of Understanding or, if applicable, the District's Personnel Rules.

#### B.      Step 2 - Formal Written Grievance

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, the grievant(s) shall submit the grievance in writing to the Division Chief within ten (10) working days of receipt of the Division Chief's verbal response at Step 1. A copy of the grievance shall also be provided to the APCO. In the event the Employees' Association believes a grievance filed with respect to Article 6 has not been satisfactorily resolved at Step 1, the Employees' Association shall submit the grievance in writing to the APCO within ten (10) working days of receipt of the APCO's verbal response at Step 1. If the grievance is not filed at Step 2 within the time limits provided herein it shall be deemed to not exist.

All formal grievances shall be presented on grievance forms which are available to employees and the Employees' Association and which shall contain the following information:



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1. the name of the grievant(s),
2. the specific nature of the grievance and how the grievant(s) was adversely affected,
3. the date, time and place of occurrence,
4. the specific provision(s) of this Memorandum of Understanding or of the Personnel Rules alleged to have been violated,
5. any decision that was rendered at Step 1,
6. the corrective action desired,
7. the name of any representative chosen by the employee to represent him/her.

Within ten (10) working days of receipt of the formal grievance, the Division Chief (or APCO, with respect to an Employees' Association grievance which alleges violation of Association Rights) shall respond in writing to the grievant(s) and the grievant(s) representative stating his/her decision, the facts on which the decision is based, and the remedy or corrective action which has been offered, if any.

Any grievance settlement at Step 2 shall be subject to the review and confirmation of the APCO before the settlement may become effective, and must be consistent with the provisions of this Memorandum of Understanding or, if appropriate, the District's Personnel Rules.

Such review and confirmation will occur within ten (10) working days, or the grievant(s) may appeal the grievance to Step 3. Such appeal must be moved to Step 3 within ten (10) working days from the date the APCO's review and confirmation was due.

### C. Step 3 - Appeal of Formal Written Grievance to APCO

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, or in the event the Division Chief (or APCO in the case of an Employees' Association grievance concerning Article 4) fails to respond within ten (10) working days of receipt of the formal grievance, the grievance may be advanced to Step 3. The grievance must be appealed to step 3 within ten (10) working days of the receipt of the District's response at Step 2 or within ten (10) working days of the date the District's response became delinquent.

When a grievance is appealed to Step 3, the grievant(s) must specifically set forth the reason(s) that he/she believes the answer provided by the District is not satisfactory.

The APCO shall issue a decision in writing to the grievant(s) and his/her representative, if any, within ten (10) working days of receipt of the appeal to Step 3. Such decision shall be final and binding on the parties unless the grievance is appealed by the Employee Association to Step 4, provided such appeal is received by the APCO within ten (10) working days of the APCO's decision at Step 3, and further provided that the issue is arbitral in accordance with the provisions of this Article.

### D. Step 4 - Arbitration

Only those unresolved grievances filed and processed in accordance with this Section, which meet the definition of a grievance and are not excluded from arbitration pursuant to this Section, and which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration. The Employees' Association appeal of the grievance to Step 4 shall set forth the specific issue or issues, which remain unresolved.

Failure to request arbitration within the time limits set forth herein shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration.

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Prior to the selection of the arbitrator, the parties shall disclose all pertinent information and will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the arbitrator.

Within ten (10) working days of receipt of the appeal to Step 4 the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, the parties shall jointly request that the State Conciliation and Mediation Service; or its successor agency as the State may determine, provide a list of seven (7) qualified arbitrators. Upon receipt of the list of arbitrators the parties shall meet within ten (10) working days to strike names from the list. The parties shall alternately strike names from the list until one name remains, and the person remaining shall serve as the arbitrator. The party having the first choice to strike a name from the list shall be determined by lot.

Within five (5) working days from the date of selection a letter will be sent to the State Conciliation and Mediation Service; or its successor agency as the State may determine, notifying the service of the arbitrator selected and requesting that the arbitrator be notified of his/her selection and requesting that the arbitrator contact the parties to establish a hearing date.

Once the arbitrator has contacted the parties, the arbitration hearing will be scheduled at the earliest mutually agreeable date, but no later than twenty (20) working days from the earliest date the arbitrator is available.

The fees and expenses of the arbitrator shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, shall be the responsibility of the individual party involved.

Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the District and the grievant may submit briefs to the arbitrator in lieu of a hearing.

Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within twenty (20) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding on the parties, but the arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.

### **21.06      Representation**

#### **A.      Meetings and Hearings**

The District and the grievant(s) or, if the grievant(s) is (are) represented, the grievant's representative, shall be responsible for giving notice of meetings concerning grievances to their respective parties at least 24 hours prior to any such meeting, whenever possible.

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If the employee is represented at a meeting to discuss a grievance, the District may also designate a management representative to be present at such meeting.

In no event shall a grievant be represented by more than one District employee at any grievance meeting or hearing.

### B. Employee (Grievant)

An employee is entitled to represent him/herself individually in the processing of a grievance. However, only the respective employee's representative Employees' Association may appeal a grievance to arbitration (Step 4).

Decisions on grievances where employees represent themselves shall not be considered precedent setting or binding with regard to any future grievance filed with respect to the same or similar matters. The grievant shall be granted a reasonable amount of time off with pay from his/her regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and processing of the grievance, subject to the following:

1. The scheduling of such time off shall be subject to the prior approval of the APCO to assure that the employee's absence does not unduly interfere with priority operations of the District.
2. The grievant shall notify his/her supervisor as soon as possible of any scheduled grievance meeting or hearing and of any change in the time or dates of such meetings or hearings in which she/he must participate.

### C. Employees' Association Representation

Provisions regarding the involvement of the steward in the preparation and presentation of grievances are specified in Article 5. In addition, the following applies regarding Employees' Association representation:

1. The grievant may be accompanied by a representative in the discussion of a grievance at Step 1.
2. The grievant has the right to the assistance of the steward in addition to an employee association staff representative in the preparation and/or presentation of the grievance at Step 2 or 3.
3. In no event shall the grievant be represented by more than one (1) District employee at any stage in this grievance process.

### **21.07 Employees' Association Standing to Grieve**

The Employees' Association representing the employee(s) holding position as identified in Appendix A hereto, shall have standing to grieve beginning at the first formal step for their respective employees as follows:

## **Memorandum of Understanding – October 24, 2024**

- A. On all matters relating to Employees' Associations' rights or prerogatives or on matters relating to the Employees' Associations' business relationship with the District.
- B. On behalf of former District employees regarding their termination rights and benefits, except for former District employees not having passed probation status.
- C. Where the Employees' Association determines that there is a substantial non-compliance with an otherwise grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the District affecting otherwise grievable terms and conditions of employment.
- D. Where a grievance filed by an employee representing themselves or having a representative other than the Employees' Association is resolved in a manner the Employees' Association believes to be inconsistent with the Memorandum of Understanding.

### **22.00 Safety and Emergency Authority**

#### **22.01 Emergency Authority**

Nothing contained herein shall be construed to limit the authority of the District to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the District will meet and consult with the Employees' Association prior to taking action under the authority of this section. After taking action under the authority of this section, the District, upon request, will meet and confer with the Employees' Association over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

#### **22.02 Safety**

The District recognized its obligation to provide a safe place of employment for its employees and comply with Labor Code 60401.7 and General Industry Order 3203, Injury and Illness Prevention Program. To assist in accomplishing this goal, it is agreed that the District reserves the right to administer reasonable District rules and regulations.

The Employees' Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to employee's immediate supervisor or Safety Committee member immediately.

#### **22.03 Safe Working Conditions**

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall, in accordance with the District's safety program, report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee

## **Memorandum of Understanding – October 24, 2024**

to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the APCO or his/her designee inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the APCO is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

### **22.04 District Safety Committee**

The District shall maintain a Safety Committee consisting of District management and two District employees. One shall be the shop steward. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The committee shall be advisory to the District and the Employees' Association.

### **23.00 Transfer and Promotional Opportunity**

#### **23.01 Transfer Preference**

When filling regular help positions, the APCO shall consider lateral transfer requests from employees in the same class as the vacancy.

#### **23.02 Promotional Interviews**

When the APCO develops a certified list of eligible staff to fill a regular-help position by promotion, the APCO shall interview each of the eligible staff on the list that is available and interested in the position before making a final selection for the position.

#### **23.03 Promotional Step Increase**

Employees who are promoted within ninety (90) days of their anniversary date will be granted an additional salary step increase beyond what is normally provided. Such additional step may be denied for reasonable cause; including the employee being hired, promoted or receiving extraordinary step increases within the previous twelve (12) months.

### **24.00 Layoff**

The APCO may initiate a layoff for a regularly held position(s) due to administrative reorganization, lack of work or appropriation by advising the Employees' Association of the number of positions and the effective layoff date. The APCO shall establish a seniority list and shall consider employee status, length of service and efficiency in determining which employee or employees are to be laid off and shall, in writing, inform the affected employees.

### **25.00 Seniority List Score Computation**

- A. Regular help employees appointed to a position with District or its predecessor county department shall receive credit for compensated regular help employment in both the District and Butte County employment, that has not been broken by a permanent separation. When there has been permanent separation, credit shall be given only for regular help employment following such break in service.
- B. One (1) point seniority credit shall be given for each calendar month of regular help employment, unless specified elsewhere herein, or any portion thereof excluding extended

## Memorandum of Understanding – October 24, 2024

leaves of absence. Regular employees working part-time schedules will be given fractional point credit for each month of service on a pro-rata basis.

- C. Twelve (12) points shall be subtracted from the seniority score of an employee who was the subject of a Disciplinary Action which was appealable and was not appealed or the Disciplinary Action was sustained.
- D. When two (2) or more employees have the same total seniority score the tie shall be broken and preference given in the following sequence:
  - 1. Employees with the greatest seniority in the District and the class in which layoff is being made and in related higher classes.
  - 2. Employees with the greatest seniority in the class in which the layoff is being made and in related higher classes.
  - 3. Employees whose names are drawn by lot by the APCO.

### **26.00**      **Order of Separation\Reduction in Force**

- A. Employees in the same class within the District of layoff shall be separated during a reduction-in-force in the following appointment type sequence:
  - 1. Extra Help and Emergency
  - 2. Provisional and Probationary
  - 3. Permanent
- B. Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated.

### **27.00**      **Layoff Notice**

The APCO shall send written notice to the last known address of each employee affected by the layoff at least thirty (30) days prior to the effective date of the action, except for employees who are displaced by an employee with a higher seniority score as set forth in Section 28.00. In which case notice shall be sent fourteen (14) days prior to the effective date of the action. The notice shall include the following:

- 1. reason for layoff
- 2. classes to which the employee may demote within the department, if any
- 3. effective date of the action
- 4. seniority score of the employee
- 5. formula by which the seniority score is computed
- 6. appeal rights of the employee
- 7. conditions governing retention on and reinstatement from reemployment lists, and
- 8. rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list .

## Memorandum of Understanding – October 24, 2024

### **28.00**      **Demotion In Lieu Of Layoff**

In lieu of being laid off, a regular employee may elect demotion to:

- A. any position held by an employee with a lower seniority score in a class with substantially the same or lower maximum salary in which the laid off employee held permanent status; or
- B. any vacant position in a class in the same line of work as the class of layoff, but of lesser responsibility if such classes are designated by the APCO.

Demotion rights to specified classes shall be applicable only within the District of layoff. To be considered for demotion in lieu of layoff, an employee must notify the APCO in writing of this election no later than five (5) days after receiving the notice of layoff.

### **29.00**      **Layoff Reinstatement**

Permanent employees laid off who are reinstated to a regular District position within twenty-four (24) months from the effective date of layoff, shall be reinstated with seniority rights including time served towards annual merit increase. Such employees shall be credited with one hundred percent (100%) of unused sick leave on accrual at the time of layoff and shall accrue vacation benefits at the same rate established by prior seniority. An employee reinstated to the same classification or lower classification in the same class series in which permanent status was held at the time of layoff shall not be required to serve a new probationary period. A former employee reinstated in a classification with an equal or lower pay range than that held by the employee at the time of layoff, pursuant to the provisions of these rules, shall remain on the valid reinstatement list. Should an employee on a layoff list be employed by the District in a classification with a higher pay range than that held at the time of layoff, the employee's name shall automatically be removed from the layoff reinstatement list upon completion of the probationary period.

### **30.00**      **Layoff-Probationary Employees**

Probationary employees laid off shall have their names placed back on the eligible list from which they were appointed providing it is still in existence. Should such employees be later appointed from the eligible list, the appointment will be the same as for others appointed from the list for the first time. A new probationary period and other terms and conditions of a new appointment shall apply.

### **31.00**      **Performance Evaluation**

- A. An employee who receives a "Not Satisfactory" overall rating on a performance report or is denied a merit increase may appeal to the APCO within ten (10) days of such notice. The APCO's decision shall be final. The APCO will provide a written response to the employee requesting a review of his/her evaluation.
- B. No evaluation of any employee shall be placed in his/her personnel file without first providing the employee an opportunity for discussion between the employee and an evaluator where appropriate. Negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations for improvements to be made. Employees shall have the right to review and respond to any derogatory evaluation.

## Memorandum of Understanding – October 24, 2024

### **32.00**      **Rain Gear**

Employees provided rain gear by the District shall also be provided rain boots.

### **33.00**      **Absent Without Leave**

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the APCO, if the employee can show to the satisfaction of the APCO that it was impossible to contact the District and, further, that the employee did contact the District at the earliest opportunity.

The APCO's decision shall be final and binding.

### **34.00**      **IRS 125 Program**

Existing IRS Section 125 Program options will remain in effect for the term of this agreement, except, that no new applications will occur during the remaining term of this agreement.

### **35.00**      **Employee Assistance Program**

The District shall maintain in effect the Employee Assistance Program. Each employee may receive up to twelve (12) Employee Assistance visits per calendar year paid by the District.

### **36.00**      **First Aid and CPR Training**

During the term of agreement, and as may be necessary to provide refresher courses, training shall be made available in First Aid and Cardio-Pulmonary Resuscitation in order that District work areas have employees trained in such skills.

### **37.00**      **Memorandum of Understanding and District Administrative Code Conflicts**

Should any provision of this Memorandum of Understanding conflict with a specific provision of the District's Administrative Code which applies directly to employees in this representation unit, the Memorandum of Understanding provision will supplant that specific provision of the Administrative Code as it applies directly to employees in this representation unit for the term of this Memorandum of Understanding.

Nothing in this Article limits the District's authority or responsibility for the adoption of policies and procedures regarding its operations, including those necessary for the implementation of this Memorandum of Understanding.

### **38.00**      **Extra Help Work**

Regular District employees shall be allowed, when approved by the APCO, to work as extra help when:



## **Memorandum of Understanding – October 24, 2024**

- A. The extra help work is voluntary
- B. The work is in a different occupational category
- C. The APCO has determined that the employee can satisfactorily perform the assigned functions.

### **39.00      Probationary Period**

Newly hired employees shall serve a twelve (12) month probationary period. During the probationary period the employee serves at the pleasure of the District and has no employment termination grievance rights. The probationary period for promotional appointments shall be six months.

### **40.00      Full Agreement**

It is understood this agreement represents the complete and final understanding on all negotiable issues between the District and the Employees' Association. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the District and the Employees' Association, except as specifically referred to in this agreement for all District employees. All District ordinances, resolutions or rules not specifically referred to in this agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter, which may not have been within the knowledge of the parties at the time this agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this agreement and any action is proposed by the District, the Employees' Association shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the District reserves the right to take the necessary action by management direction.

### **41.00      Enactment**

This Memorandum of Understanding shall become effective when ratified by the Employees' Association's memberships and adopted by resolution of the District's Governing Board of Directors. Upon such adoption, the provisions of this memorandum shall supersede and control over conflicting or inconsistent District policies, resolutions or rules, and inconsistent District policies, resolutions or rules.

### **42.00      Savings Clause**

If any provision of this memorandum shall be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

### **43.00      Amendment Process**

This Agreement may be reopened and amended at any time during the term of the Memorandum of Understanding by mutual written agreement of the parties.

## **Memorandum of Understanding – October 24, 2024**

### **44.00      Term of Agreement**

The term of this Memorandum of Understanding is for the period October 15, 2024 through September 30, 2027, when said Memorandum of Understanding shall expire and be of no further force or effect.

Unless otherwise specified herein, all provisions of this Memorandum of Understanding shall be effective October 15, 2024.

**Memorandum of Understanding – October 24, 2024**

For the Butte County Air Quality Management District, Employees' Association

Ratified by the Employees' Association, on this \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
*Employees' Association*

\_\_\_\_\_  
*Employees' Association*

**District Ratification**

Approved by the Butte County Air Quality Management District Governing Board of Directors this 24th day of October, 2024. Resolution Order No. 2024-12.

\_\_\_\_\_  
*Tami Ritter,*  
*Chair, Butte County AQMD*

Approved As to Form:

\_\_\_\_\_  
Gregory Einhorn, Esq.  
District Counsel

ATTEST:

Stephen Ertle  
Director / Air Pollution Control Officer

By: \_\_\_\_\_

Kelly Towne, Clerk of the Board

By: \_\_\_\_\_

**APPENDIX**

**A**

**EMPLOYEES' UNIT**

**APPENDIX**

**A**

Employees' General Unit

The following District employee positions are included within, and represented by, the recognized unit:

- Administrative Assistant (Non-Exempt)
- Administrative Technician (Non-Exempt)
- Accounting Technician (Non-Exempt)
- Air Quality Compliance Specialist I (Non-Exempt)
- Air Quality Compliance Specialist II (Non-Exempt)
- Senior Air Quality Compliance Specialist (Non-Exempt)
- Assistant Air Quality Planner (Non-Exempt)
- Associate Air Quality Planner (Non-Exempt)
- Senior Air Quality Planner (Non-Exempt)
- Air Quality Engineer I (Non-Exempt)
- Air Quality Engineer II (Non-Exempt)
- Senior Air Quality Engineer (non-Exempt)

Exempt and Non-Exempt classifications are defined by FLSA requirements.

**APPENDIX**

**B**

**COMPENSATION RANGE PLACEMENTS**

APPENDIX

B

COMPENSATION RANGE PLACEMENTS

<b><u>Class Title</u></b>	<b><u>Range</u></b>
Administrative Assistant	11
Administrative Technician	11
Accounting Technician	20
Air Quality Compliance Specialist I	23
Air Quality Compliance Specialist II	27
Senior Air Quality Compliance Specialist	31
Air Quality Engineer I	30
Air Quality Engineer II	34
Senior Air Quality Engineer	38
Assistant Air Quality Planner	26
Associate Air Quality Planner	30
Senior Air Quality Planner	34

Note 1: Position placement will be subject to future meet and confer.

**APPENDIX**

**C**

**COMPENSATION SCHEDULE**



**Memorandum of Understanding – October 24, 2024**

**Memorandum of Understanding - October 24, 2024**

Appendix C

Butte County Air Quality Management District

Bi-Weekly Salary Schedule

October 15, 2024

Salary Range #	Bi-Weekly Salary Steps					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	1358	1425	1496	1570	1648	1814
2	1391	1459	1532	1608	1687	1857
3	1425	1496	1570	1648	1731	1904
4	1459	1532	1608	1687	1772	1949
5	1498	1571	1649	1732	1804	1997
6	1532	1608	1687	1771	1859	2046
7	1573	1651	1735	1821	1913	2102
8	1614	1697	1782	1872	1965	2163
9	1651	1735	1821	1913	2008	2210
10	1692	1780	1869	1963	2059	2267
11	1735	1821	1913	2008	2110	2331
12	1780	1869	1963	2059	2164	2378
13	1821	1913	2008	2110	2215	2436
14	1867	1962	2058	2163	2271	2498
15	1914	2011	2113	2216	2329	2561
16	1962	2058	2163	2271	2387	2622
17	2008	2110	2215	2328	2443	2688
18	2059	2164	2272	2388	2507	2759
19	2110	2215	2328	2443	2567	2824
20	2165	2273	2389	2510	2636	2897
21	2215	2328	2443	2561	2698	2967
22	2272	2388	2507	2635	2767	3044
23	2328	2443	2567	2698	2833	3114
24	2389	2510	2636	2768	2906	3196
25	2443	2567	2698	2833	2973	3271
26	2507	2635	2767	2905	3050	3357
27	2567	2698	2833	2973	3122	3436
28	2635	2768	2909	3055	3204	3527
29	2699	2834	2974	3124	3281	3609
30	2765	2904	3049	3199	3362	3700
31	2833	2973	3122	3279	3443	3787
32	2905	3054	3203	3363	3532	3886
33	2974	3124	3281	3444	3618	3980
34	3050	3200	3362	3531	3707	4079
35	3122	3279	3443	3615	3794	4175

## Memorandum of Understanding – October 24, 2024

36	3200	3362	3531	3707	3895	4284
37	3279	3443	3615	3794	3986	4385
38	3362	3530	3707	3894	4089	4499
39	3443	3615	3794	3986	4186	4605
40	3530	3707	3894	4089	4294	4722
41	3618	3798	3987	4187	4397	4839
42	3707	3894	4089	4294	4508	4958
43	3794	3986	4186	4396	4619	5079
44	3893	4088	4290	4505	4731	5202
45	3986	4186	4396	4619	4850	5333
46	4089	4294	4508	4733	4972	5468
47	4186	4396	4619	4850	5092	5600
48	4291	4506	4732	4971	5221	5743
49	4396	4619	4850	5092	5347	5882
50	4506	4732	4971	5221	5482	6032
51	4619	4850	5092	5347	5616	6174
52	4732	4971	5221	5482	5757	6333
53	4850	5092	5347	5616	5896	6488
54	4971	5221	5482	5757	6045	6647
55	5092	5347	5616	5896	6191	6811

**APPENDIX**

**D**

**PROCEDURE FOR RELEASE OF EMPLOYEES AND STEWARDS FOR REPRESENTATION OF EMPLOYEES**

Employees desiring representation by an Employee Association shall first request release time from their immediate supervisor. Supervisors are to provide, within a reasonable period of time, sufficient time for an employee to receive representation. If the time and duration of release is during an emergency, when coverage for the employee is not possible, or essential services may not be interrupted, the supervisor may temporarily deny the release until such time arrangements can be made. Once a time and duration has been agreed upon between the employee requesting representation and his/her supervisor, the employee contacts his/her Steward or the respective Employee Association to obtain representation.

Stewards contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Stewards reasonable time to represent employees, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet.

**EMPLOYEE REPRESENTATION RELEASE RECORD**

When an agreed upon release time has been approved, the Steward shall initiate completion of the form and have the employee, employee's supervisor and Steward's supervisor complete and sign the record after the representation has been completed.

The original is to be sent to the APCO, with copies to the Steward and his/her supervisor.

**Memorandum of Understanding – October 24, 2024**

**EMPLOYEE REPRESENTATION RELEASE TIME RECORD**

Name of Steward/Employee Representative

---

\*\*\*\*\*

Employee Requesting  
Representation: \_\_\_\_\_

Reason:         Grievance             Discipline Appeal

Time of Representation: \_\_\_\_\_ to \_\_\_\_\_

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

Date: \_\_\_\_\_

\*\*\*\*\*

Employee's Supervisor:

---

Time of Request:

---

Release Time Approved: \_\_\_\_\_ to \_\_\_\_\_

Actual Release Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

Steward/Employee Representative Supervisor:

---

Time Request Made: \_\_\_\_\_ Date: \_\_\_\_\_

Time Granted: \_\_\_\_\_ to \_\_\_\_\_

Actual Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Steward/Employee Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX**

**E**

**CATASTROPHIC LEAVE POOL AGREEMENT**

APPENDIX

E

CATASTROPHIC LEAVE POOL AGREEMENT

This agreement is entered into between the Butte County Air Quality Management District hereinafter referred to as District, and the Employees' Association, hereinafter referred to as the Employee Association, to implement a Catastrophic Leave Pool for employees in the General Unit and/or Administration Unit.

The purpose of the Catastrophic Leave Pool is to enable employees in to receive and donate vacation, administrative leave and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family as defined in Section 11 in this MOU.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
2. The leave pool shall be administered by the APCO or his or her designated representative.
3. Donations may be made between bargaining units if, mutually agreed by the respective units and the District.
4. Employees must be in regular appointed positions to be eligible for catastrophic leave.
5. The employee may be on disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
6. All donations are to be confidential, between the donating employee and the APCO.
7. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
8. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
9. Donation will be subject to applicable tax laws.
10. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.
11. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.

**APPENDIX**

**F**

**FLEXIBLE BENEFITS OPTIONS**

APPENDIX

F

FLEXIBLE BENEFIT OPTIONS

Employee A

1. Core Plan (must enroll in all three).
  - a. A PERS medical option.
  - b. Delta Dental Plan Options.
  - c. Vision Services Plan.
2. Flexible Benefit Options
  - a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:  
Dependent Care.  
Unreimbursed medical expenses.

Employee B

1. Flexible Benefit Options
  - a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:  
Dependent Care.  
Unreimbursed medical expenses.





MEMORANDUM OF UNDERSTANDING

~~2021-2024-2027~~

BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT

AND

BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT ~~EMPLOYEES' ASSOCIATION~~  
GENERAL UNIT EMPLOYEES' ASSOCIATION

Electronic version of the ~~2021-2024-2027~~ MOU

<http://workforcenow.adp.com/theme.index.html>

Or

Laserfiche:

Board approved October ~~28, 2021~~24,  
2024

Resolution ~~2021-23~~2024-12

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
AND  
BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT EMPLOYEES' ASSOCIATION**

**Table of Contents**

The tracking changes for this section has been deleted. Please see final document for the table of contents.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT  
AND  
THE EMPLOYEES' ASSOCIATION FOR THE  
GENERAL ~~UNIT AND THE ADMINISTRATION~~ UNIT**

**1.00      GENERAL GUIDANCE**

The employee benefits, salaries and personnel rules and regulations of the Butte County Air Quality Management District Employees shall be guided by those provided to the Butte County employees; including in the General Unit ~~and the Management/Confidential~~ employee unit.

**1.01      Recognition**

Pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et seq., of the California Government Code, representatives of the Butte County Air Quality Management District, hereafter called "District," and the Butte County AQMD Employees' Association, hereafter called "Association," have "met and conferred" concerning the subject of wages, hours and working conditions for employees respectively identified and represented as set forth in Appendix A.

This memorandum represents the good faith effort of both the District and the Association representatives to reach agreement on matters of wages, hours and conditions of employment. It is understood that this agreement is not binding upon the District until such time as it is ratified by the District Governing Board of Directors and the District employee membership in the Association.

**1.02      Recognition of District Employees**

The District recognizes the Butte County AQMD Employees' Association as the representative for employees in classifications designated for inclusion in the budgeted (permanent positions) schedule of District employees pursuant to Section 3501(b) of the California Government Code.

The District shall maintain a current listing of classifications within this bargaining unit. Designation of these classifications effective at the time of execution of this Memorandum of Understanding are attached hereto as Appendix A.

**1.0403      Employee Association**

The term "Employee Association" shall refer to the Butte County AQMD Employee's Association General Unit.

**2.00      MANAGEMENT RIGHTS**

The District reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its 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 of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and

## Memorandum of Understanding – ~~October 1, 2021~~ October 1, 2024, 2024

discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this agreement.

The parties to this memorandum agree that there shall be no Job Actions or lockouts during its term. Job Action is defined as any strike, sit-down, stay-in, sickout, refusal to work overtime, slow-down or picketing. In the event of any Job Action by any represented employee(s), the Association shall, in writing, advise the employee(s) to cease their action(s) and resume normal work. The Association shall give a copy of its notice to the District.

### **3.00**      **EMPLOYEES' ASSOCIATION'S RECOGNITION**

The Employees' Association has the right to represent permanent employees holding the positions identified in Appendix A, as specified by State law and pursuant to the District employer-employee relations resolution. The Employees' Association will notify the District and maintain such notice during the term of the Memorandum of Understanding of its elected officers and directors as well as its staff employees. The Employees' Association may select up to one (1) person from its staff members to act as the official representative and will notify the District as to the individual so selected.

#### **3.01**      **General Provisions**

The Employees' Association shall be provided payroll deduction for membership dues and a second deduction for other authorized and legitimate Employees' Association activities. The Employees' Association shall provide the District's Air Pollution Control Officer (APCO) with a written authorization on a form approved by the District, signed by the unit member authorizing the payroll deduction and setting forth the full amount to be deducted each month. The District shall, through the Office of the APCO, forward in a timely manner, payroll deductions withheld from employees within the unit. The Employees' Association shall immediately notify the APCO of any cancellation or changes in the deduction authorization.

The District shall not be liable to the Employees' Association, employees or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Employees' Association shall hold the District and the APCO harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this section.

#### **3.02**      **Maintenance of Membership**

Employees' Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Employee Association member, or becomes an Employee Association member, may continue to pay to the Employee Associations those dues or fees regularly charged members of the Employees' Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins an Employee Association, shall be subject to the same terms of continued membership as employees above.

Every employee who is a member of an Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

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The Employees' Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from this section.

### **4.00      EMPLOYEES' ASSOCIATION RIGHTS**

#### **4.01      Access to Employees**

With prior notice to the APCO, the Employees' Association or its officially designated representative shall have access to District employees during off-duty time in the non-work areas of District facilities for the purpose of Association business. With prior notice to the APCO, the paid staff of the Employee Association shall be allowed reasonable access to employee members during the work period and at the work location to investigate and/or represent employees within the unit in formal grievance or appeal matters.

#### **4.02      Bulletin Boards**

The Employee Association shall be provided reasonable designated space on District bulletin boards, which does not interfere with the District's official use of the bulletin board.

#### **4.03      Use of District Facilities and Resources**

With the approval of the APCO or other District official authorized by the APCO, the Employees' Association may use certain District facilities, resources and supplies, as long as the District is reimbursed for the cost of any supplies or materials provided to the Employees' Association and that such use or supply does not interfere with the efficiency, safety and security of District operations. The District shall provide a list of other officials authorized to permit Employees' Association usage of District facilities, resources and supplies.

The Employees' Association agrees to pay the District, upon demand from the APCO, costs of such benefits or supplies received from the District, included but not limited to services of District-owned or leased copying machines, print shop reproduction facilities, and central services purchases for expendable office supplies for Association use.

#### **4.04      Internal Communications**

The District agrees to provide the Employees' Associations annually during the month of August a complete updated listing of the name, classification and department of assignment of all employees designated in the unit. The District also agrees to provide within ninety (90) days of hiring the name, classification, date of appointment and department assigned of all new employees hired into the unit. In the event of a layoff in classes represented by an Employees' Association, the Employees' Association shall be provided with a copy of the resulting reinstatement list(s).

#### **4.05      New Classifications**

The District shall give notice to the Employees' Association of any new classification proposed to be included in this memorandum. Upon request, the District shall meet and confer with the Employee Association for the purpose of negotiating wages for such classification.

**4.06**      **New Employee Orientation**

The District will conduct an orientation program for new employees. As a part of this program, the District shall distribute material supplied by the Employees' Association, subject to the District's right to approve the material.

**5.00**      **EMPLOYEES' ASSOCIATION REPRESENTATIVES**

**5.01**      **Negotiators**

[In partnership with Teamsters, Local 137](#), the Employees' Association shall be allowed to designate up to two (2) employees within the unit to serve as representatives to negotiate with the District. The Employees' Association shall provide the APCO with the name, and classification assigned of each of the negotiators. Should any changes or alternate be appointed after the original list is established, the Employees' Association shall advise the APCO immediately. Employees designated as unit negotiators shall, as authorized by the APCO, be granted reasonable release time from scheduled duties without loss of pay to meet with the District representative during negotiations of matters of wages, hours and conditions of employment. The District shall not be responsible for any travel, overtime or miscellaneous cost resulting from the Employees' Association exercising this right.

**5.02**      **Steward Program**

The steward shall mean a permanent employee of the District who is designated by the District's non-management employees to assist employees for the purpose of processing grievances- [in partnership with Teamsters, Local 137](#). The Association shall select one (1) such steward and may select an alternate to serve as steward only when the regular steward is unable to attend to the desired steward function.

The Association's Representative agrees to notify the APCO in writing of the name and title of the steward and an alternate steward representing employees in the District. Changes to the listing of the steward will be provided by the Employees' Association as they occur. Only the employee(s) named on the current list will be recognized by the District as the steward of the District Employees. The Association's Representative agrees to notify the APCO in writing upon immediate determination that the alternate steward will effectively function as the steward.

Stewards shall be subject to the following:

- A. The steward shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the District subject to the restrictions below.
- B. The steward shall have the right to serve as a representative for employees in grievance matters in accordance with the provisions of this Memorandum of Understanding. No more than one (1) steward may assist in the investigation processing of a grievance.
- C. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable

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to be released by the immediate supervisor at the time requested, the supervisor shall arrange a time as soon as practical thereafter.

- D. After receiving approval of the APCO, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The APCO will authorize the steward to leave his/her work whenever the APCO determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the APCO shall inform the steward of the reasons for the denial, in writing if requested, and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- E. When a steward desires to contact an employee, the steward shall first contact the APCO, advise of the nature of the business, and obtain release by the APCO, to meet with the employee. When, in the best judgment of the APCO the investigation would interfere with the work of the unit, the APCO will notify the steward when he/she can reasonably expect to contact the employee.
- F. The steward shall receive no overtime compensation for time spent performing a function of a steward.
- G. Stewards shall not conduct Association business on District time, except as specifically authorized by this Memorandum of Understanding.
- H. Stewards shall be responsible for the full and prompt performance of their workload.
- I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:

The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed other than those persons involved in representation. The District may refuse to recognize or to deal with a steward who violates this confidentiality.

### **5.03 Employees' Association Access**

Authorized Employees' Association staff representatives shall have reasonable access to all work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Authorized Employees' Association staff representatives desiring such access shall notify the APCO (or the APCO's designee) of the purpose of the visit. The APCO may deny access to the work location if, in his or her judgment, it is deemed that a visit at that time will interfere with the operations of the District or facility thereof, in which event the APCO will offer an alternative time for the visit.

The Employees' Association shall give the APCO a written list of the names of all authorized Employees' Association staff representatives, which list shall be kept current by the Employee Association. Access to work locations shall be only granted to Employee Associations' staff representatives on the current list.

**5.04**      **Bulletin Boards**

The District will furnish for the use of the Employees' Association, reasonable board space at reasonable locations. Such bulletin board space shall be used only for the following subjects and other subjects upon agreement by both the Employee Association and the APCO:

- A. Employee Association recreational, social and related news bulletins;
- B. Scheduled Employee Association meetings;
- C. Information concerning Employee Association elections or the results thereof;
- D. Reports of official business of Employee Association including reports of committees or the Board of Directors; and,
- E. All material shall clearly state that it is prepared and authorized by the Employee Association.

**5.05**      **Use of District Mail Boxes**

The Association may use the District mailbox system for the following limited purposes:

- 1. To deliver communications to the APCO or other management personnel.
- 2. To deliver communications to employees in the Employees' Association.

**5.06**      **Indemnification**

The Employees' Association indemnifies and holds the District, its officers, and employees acting on behalf of the District, harmless and agrees to defend the District, its officers, and employees acting on behalf of the District, against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of sections 6.00, 6.01 and 6.02.

**6.00**      **NON-DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied by the District and the Employees' Association equally to all employees covered herein without discrimination because of race, color, sex, perceived sexual orientation, marital status, religion, pregnancy, disability, medical conditions, political belief, age, national origin, ancestry, veteran's status, union membership, or other non-merit factors.

Any party alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the complainant would not have occurred.

**6.01**      **Affirmative Action**

The District and the Employees' Association support the concept of affirmative action and equal opportunity in the public service as consistent with merit system principles.



**6.02 Individual Rights**

Neither the District nor the Employees' Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage in or refrain from Employees' Association activity pursuant to Section 3502 of the California Government Code.

**7.00 PERSONNEL FILES**

The District shall maintain one official personnel file for each District employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative (the later provided by written authorization), the District Counsel's Office and management/supervisory personnel having a business necessity to do so as determined by the APCO.

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without providing to the employee a written copy thereof.

Employees may request that derogatory materials be removed from their files. Requests shall be made to the District APCO who shall determine whether or not the request shall be granted. The decision of the APCO shall be made in his/her sole discretion and shall be final.

**8.00 HOURS OF WORK, WORK SCHEDULES, SALARY SCHEDULES AND RESTRICTIONS**

**8.01 Work Schedules**

Except as provided below, the standard work schedule shall be 7:30 a.m. to 4:30 p.m. each day of the year except Saturdays, Sundays and holidays. The standard work schedule shall be eighty (80) hours per biweekly pay period for a full-time employee. Except for overtime, callback and standby assignments, departments that necessitate a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified at least ten (10) days in advance of the change in work schedule. The standard ~~work day~~workday shall be 8 hours.

**8.02 Alternate Schedules**

Upon the recommendation of the employee's supervisor, alternate, flextime, telecommuting, job-sharing and voluntary reduced work hour programs may be established, after approval by the APCO, and if requested by the affected employee, consultation with the Employees' Association. Any job-sharing program will require that the benefits be pro-rated or as otherwise mutually agreed upon in writing by the participating employees and approved by the APCO. Requests for special schedules by employees shall be seriously considered. Employees shall be advised of the decision, pro or con, made on their requests for a special schedule.

Alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternative scheduling patterns. Employee requests to work their schedule from an off-site location (telecommuting) will also be considered by the APCO as alternate schedules. Individuals assigned to

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such schedules shall accrue leaves and holidays on the same basis as employees working the standard 5/8-work schedule; that is, 8 hours per day, 5 days per week. Employees shall be charged time off based on the number of hours in the workday missed. In determining which employees are entitled to alternative schedules, the APCO shall take into account job classification and required skills. In the event all other things are equal; seniority shall be the determining factor. Determination as to the quality of skills shall be made in the sole discretion of the APCO. Alternate schedules with less than 72 hours may result in a prorated reduction of benefits.

A “~~work day~~workday” shall mean any normal, scheduled duty day for an employee as determined by a standard or alternate schedule.

### **8.03**      **Schedule Changes**

The District Governing Board of Directors shall have the right, in its discretion, to assign individual divisions, or sections between the reduced 36-hour work schedule and the normal 40-hour schedule, provided such moves will not take place more than one (1) time in any contract year.

### **8.04**      **Reduced Work Week Schedule and Rate of Pay and Return**

For employees assigned to the reduced work schedule, their work schedule shall be thirty-six (36) hours of four (4) nine (9) hour days. This reduced work schedule shall remain in effect unless ended by the District Governing Board of Directors as provided herein.

While on the reduced work schedule, it is the intent of the District Governing Board of Directors that the District work hours during this period would be 7:30 a.m. to 5:30 p.m., Tuesday through Friday. However, it is understood that employees may be assigned alternate work hours (e.g., 7:00 a.m. to 5:00 p.m.) as provided for in Section 8.02 in the MOU.

### **8.05**      **Meal Periods**

In general, employees shall be entitled to an unpaid duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour unless approved by the APCO. The APCO shall have the option of determining the appropriate lunch period length. Employees required to work during or through the lunch period shall be compensated for actual time worked. Employees may be required to work a continuous eight (8) hour shift. Employees, so scheduled, shall be allowed to eat their meal during the shift. In addition, any employee required to work overtime shall be permitted a one-half (1/2) hour paid meal break each four (4) hours of such overtime. Meal periods must commence within five (5) hours from the beginning of a shift.

### **8.06**      **Rest Periods**

Employees shall be allowed a duty-free rest break of fifteen (15) minutes during the mid-portion of the first and second shift. The first shift is considered as the work period before the lunch period, and the second shift will be considered as the work period after the lunch period. Rest periods shall be scheduled in accordance with the requirements of the department but in no case shall rest periods be added to the beginning or the ending of a work shift or lunch period. The APCO may designate the time and location at which rest periods may be taken. Rest periods shall be considered hours worked, and employees may be required to perform duties if necessary. The APCO shall make a reasonable effort to insure that employees are permitted rest breaks.

**9.00**      **Overtime**

The District will comply with the provisions set forth in the Fair Labor Standards Act (FLSA). Classifications designated as exempt shall not be paid overtime and classifications designated as non-exempt shall receive overtime pay as applicable.

*Policy.* It is the policy of the Governing Board that overtime work is discouraged, that the APCO is to arrange the work of the District so that employees shall work not more than the standard work week, that overtime work be held to a minimum consistent with the efficient performance of necessary functions, and that overtime work be used only for emergencies. It is recognized that occasional overtime work may be necessary, and that in such instances provisions shall be made to authorize, keep records, and compensate employees for such necessary overtime work.

*Work Period.* Reporting the normal biweekly work period shall commence 12:01 a.m. every other Saturday. An alternate biweekly work period may be approved by the APCO for non-exempt employees requesting an alternate work schedule pursuant to Section 8.02. The alternate biweekly work period shall commence 11:31 a.m. every other Friday. Each regular full-time employee shall work eighty (80) hours per biweekly period.

*Authorization for Overtime Work.* Overtime work shall be performed only upon authorization of the APCO or subordinate empowered to authorize the same.

*Records of Overtime Work and Justification.* The APCO shall keep an accurate record of all authorized work time including the actual overtime hours worked by the individual employee together with justification for its authorization in each case and the manner and time in which the employee was compensated for overtime work.

~~Except as provided, an incumbent(s) in an exempt management, confidential or supervisory positions as set forth in Appendix A and the APCO, shall receive administrative leave in lieu of paid overtime. Employees who terminate from the District in good standing shall be compensated for any administrative leave accrued under this section, up to the maximum accrued amount.~~

~~Whenever an exempt management, confidential or supervisory position as set forth in Appendix A position for which the compensated overtime provisions apply becomes vacant, the position shall be identified as one to receive administrative leave in lieu of overtime before the position is refilled. Whenever a new exempt management, confidential or supervisory positions position is created or designated pursuant to these rules, it shall be exempt from overtime provisions of these and the in lieu administrative leave practices shall apply to the position.~~

**9.01**      **Overtime Eligible Positions**

All positions in classifications designated are eligible positions as subject to the overtime provisions of the FLSA shall be eligible for overtime. ~~The overtime provisions of this section shall not apply to the APCO or to exempt management, as set forth in Appendix A as defined by FLSA.~~

**9.02**      **Overtime Defined**

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Overtime is any work rounded to the nearest fifteen (15) minutes in excess of the assigned workday or eight (8) hours per day or forty (40) hours per week. For employees whose assigned work day is in excess of eight (8) hours, overtime shall be work rounded to the nearest fifteen (15) minutes in excess of the normally assigned hours. For the purposes of calculating overtime, all paid time off shall be considered hours worked.

### 9.03 — Intentionally Blank

### 9.04 Overtime Authorization

Employees shall be required to work overtime when assigned by the APCO or designated representative. No employee shall work overtime without prior approval of the APCO or his or her designated representative.

### 9.0504 Overtime Compensation

Employees shall be compensated for overtime at one and one-half (1 1/2) times their regular rate of pay. Overtime compensation may, at the discretion of the APCO, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours. The minimum compensation shall be 30 minutes.

An employee who is required to physically return to work (callback) on an overtime basis shall receive a minimum overtime pay of two (2) hours worked or actual time worked, whichever is greater and be entitled to receive mileage reimbursement pursuant to Section 18.01.

An employee handling a phone call during normal (non-sleeping) hours shall be compensated the minimum payment pursuant to the MOU or actual time spent, whichever is greater.

An employee handling a phone call during normal sleeping hours shall be compensated one (1) hour minimum or actual time spent on the call, whichever is greater. For the purposes of this section normal sleeping hours are between 10:00pm and 6:00am.

### 9.0605 Accumulated Compensatory Time Off

An employee, who has requested use of accumulated CTO, shall be permitted by the APCO to use such time within a reasonable period unless the request creates unfair burden to other employees, or, unduly disrupts departmental operations. Once the employee has reached the cap of 240 hours of CTO, the APCO may require the employee to take off any excess hours during the work week in which it is earned. Any CTO accumulation in excess of the 240-hour cap, which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned. An employee who has accumulated CTO shall, upon termination from District employment, be paid for the CTO with the termination pay settlement. Compensatory Time Off accruals shall appear on the employee's biweekly earnings statement. [Accrual payouts are not PERS reportable earnings.](#)

### 9.0706 Fringe Benefits Not Affected By Overtime

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Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

### 9.0807     Assignment of Overtime

Assuming similar qualifications, regular District employees shall be offered the opportunity to work overtime hours prior to an offer of overtime hours being made to extra help employees. The preference for regular employees shall not be granted in special circumstances; for example, excessive overtime being worked by regular work employees, sick leave being taken during the pay period, etc.

### 9.0908     After Hour Liaison Assignment

The District recognizes the need to have staff available for after hour liaison assignments in the event of unanticipated issues. The purpose of this section is to define the after hour liaison assignment periods and the compensation. This section also applies to calls received from the District's complaint hotline, if established. This section supersedes Section 14.14.

After Hour Liaison Assignment Shifts:

After hour liaison assignment periods include the following shifts:

1. Daily, Monday through Friday, from 4:30 p.m. through 7:30 a.m. the following day (Liaison I). Alternate work schedules have no effect on shift assignments or compensation.
2. Saturday, beginning at 7:30 a.m. through Monday at 7:30 a.m. (Liaison II).
3. Holiday(s), as defined in Section 13.01, shall be computed at an additional \$10.00 per specified holiday.

Expectations:

The assigned staff is expected to maintain the District after hour cell phone number, return calls to fire agencies and the after-hours answering service, and determine if immediate response is required.

Compensation:

Staff assigned after hour liaison shift shall be compensated at the following rates:

1. Liaison Assignment I: ~~\$100200~~/shift, or, ~~\$2040~~/day.
2. Liaison Assignment II: ~~\$80160~~/shift, or, ~~\$4080~~/day.
3. Plus, all field time worked shall be paid at the assigned employee's overtime rate in accordance with Section 9.00.
4. Compensation shall be credited to the pay period in which the shift began.

Staff returning phone calls and, if required, returning to work, shall be compensated in accordance with the applicable provisions of this MOU (section 9.05).

## 10.00     VACATION LEAVE

Vacation leave must be used in minimum increments of one-half hour.

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**10.01 Non-Management General Employee Unit**

- A. Accrual. Each regular full-time employee ~~not defined as management, confidential or supervisory set forth~~ in Appendix A (~~a non-management employee~~) shall accrue vacation leave as follows:
- ~~1. 3.08 hours of vacation (eighty [80] hours per year) for each biweekly pay period in paid status until completion of five (5) years of continuous service. (80.08 annual, 160.16 max)~~
  - ~~2. 4.62 hours of vacation (one hundred twenty [120] hours per year) for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service. (120.12 annual, 240.24 max)~~
  - ~~3. 6.15 hours of vacation (one hundred sixty [160] hours per year) for each biweekly pay period in paid status after completion of ten (10) years of continuous service. (159.9 annual, 319.80 max)~~
  - ~~4. 6.77 hours vacation (one hundred seventy six [176] hours per year) for each biweekly pay period in paid status after completion of twenty (20) years of continuous service. (176.02 annual, 352.04 max)~~
  - ~~5. The maximum vacation accrued on December 31 of any year shall be two times the annual accrual. (see above for calculated annual and max values)~~
  - ~~6. All part-time regular employees assigned to a one-half (1/2) time or more position shall accrue vacation pro rata in proportion to the percentage the employee's regular assignment bears to a full-time assignment.~~
- B. ~~Special Vacation Entitlement. Effective January 1 of any year, all current employees shall be credited with thirty-two (32) hours of vacation. Employees hired between January 1 and April 30 shall be credited with twenty-four (24) hours of vacation. Employees hired between May and August 31 shall be credited with sixteen (16) hours of vacation. Employees hired between September and December shall be credited with eight (8) hours of vacation. These hours shall be added to the employee's regular vacation earnings and the accrual limits increased accordingly.~~
- C. ~~Vacation Eligibility. An employee who has less than six (6) months of uninterrupted service shall not be entitled to a vacation.~~
- D. ~~Vacation Carryover. When a non-management employee is unable to take scheduled vacation during a calendar year due to unusual and extenuating District needs, which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the APCO shall advise the Administrative Services Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should the APCO, as a result of emergency needs of the District, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.~~

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~~E. Vacation Payout. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement at their current rate of pay.~~

~~E.C. F. Vacation Request. Vacations shall be scheduled at the request of the employee and with the approval of the APCO. A vacation request shall be approved or denied by management within one week of the request. If approved, the vacation schedule shall not be subject to cancellation or rescheduling on the basis of seniority.~~

~~G. Vacation Buy-Back.~~

~~1. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO.~~

~~2. In addition to vacation buy-back pursuant to the above, employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO.~~

~~H. Illness During Vacation. Any non-management unit employee becoming seriously ill while on scheduled vacation may request that the hours that he or she were ill be charged against his or her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness, which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required if requested by the APCO.~~

### 10.02 Management Employee Unit

~~A. Accrual. Each employee in a management, confidential or supervisory position as set forth in Appendix A (a Management Employee) shall be entitled to earn vacation. Vacation shall be earned according to the following schedule:~~

- ~~1. 4.31 hours of vacation (one hundred twelve [112] hours per year) for each biweekly pay period in paid status until completion of five (5) years of continuous service. (112.06 annual, 224.12 max)~~
- ~~2. 5.85 hours of vacation (one hundred fifty-two [152] hours per year) for each biweekly pay period in paid status after completion of five (5) years of continuous service and until completion of ten (10) years of continuous service. (152.10 annual, 304.2 max)~~
- ~~3. 7.39 hours of vacation (one hundred ninety-two [192] hours per year) for each biweekly pay period in paid status after completion of ten (10) years of continuous service. (192.14 annual, 384.28 max)~~
- ~~4. 8.00 hours of vacation (two hundred and eight [208] hours per year) for each biweekly pay period in paid status after completion of twenty (20) years of continuous service. (208 annual, 416 max)~~

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5. The maximum vacation accrued on December 31 of any year shall be two times the annual accrual. *(see above for calculated annual and max values).*
  6. All part-time regular employees assigned to a one-half (1/2) time or more position shall accrue vacation pro rata in proportion to the percentage the employee's regular assignment bears to a full-time assignment.
- B. Special Vacation Entitlement. Effective January 1 of any year, all current employees shall be credited with thirty-two (32) hours of vacation. Employees hired between January 1 and April 30 shall be credited with twenty-four (24) hours of vacation. Employees hired between May and August 31 shall be credited with sixteen (16) hours of vacation. Employees hired between September and December shall be credited with eight (8) hours of vacation. These hours shall be added to the employee's regular vacation earnings and the accrual limits increased accordingly.
- ~~C. — Effective the beginning of the first pay period commencing the calendar year, an employee's vacation accrual shall not exceed two times the annual accrual. *(see above for calculated annual and max values)*~~
- C. ~~D. —~~ Vacation Eligibility. ~~Vacation will be credited biweekly on a prorated portion of full-time compensated service. Vacation time off may be requested by the~~An employee ~~subject who has less than six (6) months of uninterrupted service shall be entitled to the approval of the~~APCO. ~~a vacation.~~
- D. ~~E. —~~ Vacation Carryover. When ~~a management~~an employee is unable to take a scheduled vacation during a calendar year due to unusual and extenuating departmental needs which result in the employee's annual vacation accrual to exceed the maximum limits authorized, the APCO shall advise the Administrative Services Officer that the employee will exceed the annual vacation accrual limits and shall schedule the excess accrual vacation days to be taken off between the period January 1 and March 31 of the new calendar year. Should the management employee voluntarily choose not to take the scheduled vacation during the extension period, the excess accrual days shall be forfeited. Should the APCO, as a result of emergency needs of the District, be unable to schedule the excess accrual vacation days during the extension period, the employee shall be paid for the excess accrual of vacation days following the end of the extension period.
- E. Vacation Payout. Upon termination, employees shall be compensated for all unused vacation accrual and entitlement at their current rate of pay. ~~Accrual Payouts are not PERS reportable earnings.~~
- F. Vacation Request. Vacations shall be scheduled at the request of the employee and with the approval of the APCO. A vacation request shall be approved or denied by management within one week of the request. If approved, the vacation schedule shall not be subject to cancellation or rescheduling on the basis of seniority.
- G. Vacation Buy Back. Vacation Buy-Back is not a PERS reportable earning.
1. Employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued



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vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of funds.

2. In addition to vacation buy-back pursuant to the above, employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of the funds.

**H.** Illness During Vacation. Any ~~management~~ employee becoming seriously ill while on scheduled vacations may request that the hours he or she were ill be charged against his or her sick leave balance rather than their vacation leave balance. This request may be made only in the case of serious illness which required hospital and/or physician treatment and prevented the employee from carrying on normal activities. Doctor's verification is required, if requested by the APCO.

### ~~G. — Vacation Buy Back.~~

- ~~1. Management employees taking at least forty (40) hours of vacation time shall, concurrently, have the option of requesting pay in lieu of time off for up to an additional forty (40) hours of accrued vacation time once per fiscal year. Vacation buy-back shall only be available in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of funds.~~
- ~~2. In addition to vacation buy-back pursuant to the above, management employees shall have the option of requesting an additional buy-back of one hundred four (104) hours of vacation time per employee during each year of the contract in increments of eight (8) hours. Such requests are subject to the approval of the APCO and the availability of the funds.~~

## **11.00      SICK LEAVE**

Sick leave must be used in minimum increments of one-half hour.

### **11.01      All Regular Full-Time Employees**

- A. Sick Leave Accrual. All regular employees shall earn sick leave at a rate of 3.7 hours per biweekly pay period (ninety-six (96) hours per year). Sick leave may be accumulated without limit during a continuous period of employment.
- B. Sick Leave Eligibility. Only regular help employees shall earn sick leave. Regular help employees working less than full time shall earn sick leave on a pro rata basis.
- C. Uses of Sick Leave.

Sick leave shall be granted only for the following:

1. The employee's illness or disability;
2. The employee's routine medical or dental appointments; and,
3. Critical illness in the family.

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- D. Sick Leave Buy Back Option. On retirement or termination in good standing, an employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of \$3,000.00.

Sick leave shall not be considered a privilege to be used at the employee's discretion. It shall be allowed only in case of necessity for actual sickness or disability. Whenever a regular employee believes it necessary to be absent from duty because of the critical illness of an immediate family member, the employee may request permission of the APCO to be absent and time off shall be charged against sick leave in accordance with California Labor Code Section 233. For the purpose of this section, "immediate family member" means spouse; domestic partner; biological, step, adopted or foster child or parent; brother; sister.

~~11.02~~ — ~~Intentionally Blank.~~

~~11.03~~ — ~~Intentionally Blank.~~

**11.04      Reporting Requirement**

Except in emergency, in order to receive sick leave compensation while absent, the employee shall notify the APCO or designated representative prior to or within four (4) hours after the time set for the beginning of the employee's work shift.

**11.0503    Medical Reports**

In cases involving absences of three (3) consecutive work days or more, or upon good cause based on the protection of employee health and welfare, the employee shall, upon the APCO's request, file a physician's certificate with the APCO stating the cause of the absence and the employee's physical ability to return to work on a full or limited duty basis. In general, the employer shall notify employees at the time they are reporting their absence due to illness that a doctor's certificate will be required. Exceptions can be made in cases of suspected sick leave abuse, or where APCO determines the health, welfare or safety of any District employees or its clients give a reasonable basis for the APCO's requesting a confidential physician certificate relating the diagnosis and recommendations for ensuring the safety, health and welfare of District staff and/or its clients.

**11.0604    Payment of Sick Leave**

Sick leave time shall be charged to the employee's accrual and paid at the employee's current rate of pay. Employees who exhaust sick leave with pay may request to use any accrued vacation or compensatory time off.

~~11.07~~ — ~~Intentionally Blank~~

**11.0805    Catastrophic Leave Pool**

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The purpose of the Catastrophic Leave Pool is to enable District employees to receive and donate vacation, [administrative leave](#) and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family.

The following conditions shall apply to Catastrophic Leave:

- A. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
- B. The leave pool shall be administered by the Administrative Services Officer.
- C. Employees must be in regular appointed positions to be eligible for catastrophic leave.
- D. The employee may be on Disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
- E. All donations are to be confidential, between the donating employee, the Administrative Services Officer and APCO.
- F. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
- G. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
- H. Donation will be subject to applicable tax laws.
- I. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.
- J. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.

### **12.00 LEAVES OF ABSENCE**

[All paid leaves are calculated based on the standard 8 hour workday or prorated for reduced part time-schedules.](#)

#### **12.01 Bereavement Leave**

Whenever a regular employee believes it is necessary to be absent from duty because of the death of a member of the employee's immediate family, the employee may request permission of the APCO or designated representative to be absent for not more than three (3) standard work days with pay [prorated up to 8 hours per workday](#) for each occasion. Any time used in this manner shall not be charged to sick leave or vacation but shall be documented and recorded as bereavement leave. For purposes of this section, "immediate family" means spouse; domestic partner; biological, step, legal, adopted or foster child or parent; brother; sister; grandchild; grandparent; mother-in-law and father-in-law, brother-in-law and sister-in-law.

In addition to the bereavement leave benefit set forth, a regular employee who believes it necessary to be absent from duty because of the death of a member of the employee's immediate family who resided out of the State of California, or over 400 miles one way from his/her home, may have an additional two (2) working days of bereavement leave to be charged to sick leave.

Notwithstanding the definition of "immediate family" above, bereavement leave in the case of the death of individuals, other than those already listed, living in an employee's household as a family member may also be provided by the APCO. Approval shall be on a case-by-case basis by the APCO in his/her sole discretion.

**12.02 Industrial Disability Leave With Pay**

Each regular employee not covered by Labor Code Section 4850 shall be granted an industrial disability leave in accordance with the following rules.

- A. Employees shall be required to use any accrued leave benefits in order to receive paid leave.
- B. Employees' earnings will be adjusted to the differential between amount paid and any industrial disability benefits received during the period of paid leave.
- C. Employees shall have leave benefits reinstated in the equivalent value of the disability benefits.
- D. During the period of the paid industrial disability leave; employees will continue to accrue full benefits for vacation, sick leave and holidays. Benefits for retirement will be accrued on the salary differential representing the adjusted leave benefits.

**12.03 Industrial Disability Leave Without Pay**

Each regular employee who is injured or contracts an industrial illness on duty shall be granted an unpaid disability leave by the APCO from the time accrued leave benefits are exhausted until the employee is released to return to work or the employee is declared permanent and stationary or a compromise and release is signed, whichever occurs first. Employees shall accrue no benefits while in this status.

**12.04 Military Leave**

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the APCO an opportunity within the limits of such military regulations to determine when such leave shall be taken and shall provide the APCO with a copy of the military orders.

**12.05 Family Leave**

Employees are entitled to unpaid leave under the California Family Right Act (CFRA), Pregnancy Disability Leave Act (PDL) and/or the Family Medical Leave Act (FMLA), due to the employee's medical condition or due to that of a family member. Employees that have need for such leave and believe they are entitled must contact District Administration as soon as possible. For the purpose of this section, "family member" means spouse, domestic partner and parents of domestic partner; biological, step, legal, adopted or foster child or parent; spouses of parents; brother; sister; grandchild

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and spouses of grandchild; grandparent and spouses of grandparent; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

In addition, employees may wish to consult the following websites for more information, as well as the posted workplace materials.

<http://www.dol.gov/dol/topic/benefits-leave/fmla.htm>

Non-compensated leave under this section shall not be permissible until the employee has exhausted sick leave.

### **12.06**      **Jury Duty Leave**

Employees shall notify the APCO upon receiving notice of jury duty. Employees who serve on a jury shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and the amount received for such appearances. Employees called for such court appearances may retain the court paid mileage fees and lodging subsidy if applicable. If called to jury duty, a regular employee may elect to:

- A. Receive the jury duty fee and also full salary payments chargeable to vacation or compensatory time off.
- B. Receive the jury duty fee and authorize the District APCO to deduct the fees from their salary or wages and receive the paid leave.

Employees called to jury duty during normal working hours are in each instance required to collect fees for such service to the extent authorized by the Court and to advise the APCO.

### **12.07**      **Voluntary Furlough Program**

- A. Purpose - The purpose of the voluntary furlough program is a joint labor-management effort to assist the District in times of economic hardship. It is a cost containment program designed to reduce operating expenditures, preserve public services, and reduce the need for layoffs of permanent staff. This program shall remain in effect through the duration of this contract.
- B. Conditions - The APCO, at his/her sole discretion, may grant a permanent, regular help, probationary, or part-time employee voluntary, unpaid time off subject to the following conditions.
  - 1. Unpaid leave may be taken in increments of one (1) full hour with a minimum of ten (10) hours per request.
  - 2. Unpaid leave may be granted by the APCO or designee for all scheduled work periods.
  - 3. Credit towards, sick leave, vacation leave, and holiday eligibility, and medical insurance shall accrue as though the employee were on paid status. Additionally, credit shall accrue

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for merit advancement, completion of probation, and seniority for purpose of layoff. Credit for retirement shall accrue as though the employee were on paid status except when the employee's PERS-reportable hours falls below 1,730 in the calendar year.

- C. Procedure - The following procedure will be used in the management of the voluntary time off program:
  - 1. The APCO or designee shall distribute to eligible employees a "Voluntary Time Off Request Form".
  - 2. An employee requesting voluntary time off without pay shall complete the form indicating the number of hours (or day or days) and date(s) of the leave and return the form to the APCO or designee.
  - 3. The APCO or designee shall review the requested time off dates and times and resolve any scheduling conflicts. Seniority shall be used to resolve scheduling conflicts if the number of requests for the same time off is excessive. The department head or designee shall notify the employee of approval of the request.
  - 4. The APCO shall forward all approved request forms to the Administrative Services Officer.
  - 5. The APCO shall post a schedule with all approved voluntary unpaid time off requests.
- D. Incentive - As an incentive for employees to use the voluntary time off program, additional vacation credits shall be granted to the employee's vacation accrual as follows:

Number of Unpaid Hours	Vacation Hours Credited
10 hours	One (1)
20 hours	Two (2)
30 hours	Three (3)
40 hours	Four (4)
50 hours	Five (5)

**12.08 — Paid Administrative Leave and Overtime Exempt Partial Day Absence Approval**

~~The APCO may, in his/her sole discretion, when, in his or her opinion, extraordinary circumstances exist and necessary for the operation of the department, place an employee on paid administrative leave subject to call. Paid administrative leave may not exceed ninety (90) calendar days without the expressed approval of the Governing Board of Directors.~~

~~Employees exempt from paid overtime as specified in Section 9.01 herein, shall earn five (5) days administrative leave per year accumulated to a maximum of forty four (44) days. Administrative leave must be taken in minimum increments of one half hour. Authorized absences of less than one full regular day may be approved by the APCO without reduction of pay if exempt employee has no paid leave time available. However, such approval shall not affect and shall have no bearing upon the imposition of attendance-related discipline upon the employee.~~

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~~In extraordinary circumstances, the APCO may recommend to the Governing Board that additional administrative leave be granted to an employee(s). Extraordinary circumstances shall mean circumstances involving periods of very long hours. The additional leave shall not be construed to constitute overtime.~~

### **13.00      HOLIDAYS**

#### **13.01      Holidays Defined**

The following shall be celebrated as paid holidays:

- |     |  |                                   |
|-----|--|-----------------------------------|
| 1)  | New Year's Day   | January 1                         |
| 2)  | Martin Luther King's Birthday  | Third Monday in January           |
| 3)  | Presidents' Day  | Third Monday in February          |
| 4)  | Cesar Chavez Day   | March 31                          |
| 5)  | Memorial Day   | Last Monday in May                |
| 6)  | Juneteenth   | June 19                           |
| 7)  | Independence Day   | July 4                            |
| 8)  | Labor Day  | First Monday in September         |
| 9)  | Veterans' Day  | November 11                       |
| 10) | Thanksgiving Day   | Designated Thursday in November   |
| 11) | Post-Thanksgiving Day  | Friday following Thanksgiving Day |
| 12) | Christmas Day  | December 25                       |
| 13) | Every day appointed by the President and/or Governor, and the Governing Board, for a public fast, thanksgiving or holiday, when the day is celebrated as a State or Federal holiday. |                                   |
| 14) | Days declared as new permanent Federal holidays shall be observed as District holidays.  |                                   |

When a designated holiday falls on Sunday, the following Monday shall be observed. When a designated holiday falls on a Saturday, the preceding Friday shall be observed.

Each employee in a compensated employment status shall be entitled to a floating birthday holiday, which may be taken at the employee's discretion subject to approval by the APCO. Birthday holidays shall be considered as a designated holiday.

Holiday pay is based on 8 hour standard workday. Benefits are prorated for reduced or part-time schedules not due to section 8.04.

#### **13.02      Eligibility for Holiday Pay**

Each employee in a compensated employment status on the assigned ~~work day~~ workday immediately preceding and the assigned ~~work day~~ workday immediately following a designated holiday shall be entitled to compensation for the designated holiday. Extra-help employees shall not be entitled to paid holidays or compensated time off for holidays worked. Reduced schedule or part-time employees not part of section 8.04 will be paid prorated benefits.

#### **13.03      Holiday Compensation**

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- A. Employees required to work on a designated holiday or whose regular scheduled day off falls on a designated holiday shall, at the discretion of the APCO, be entitled to equivalent compensated time off scheduled either the day proceeding the designated holiday or within sixty (60) days following the designated holiday.
- B. Employees assigned to the reduced work schedule as provided in Section 8.04 above shall receive nine (9) hours compensation for each listed holiday. All other employees, including those on alternative work schedules, shall receive credit for eight (8) hours per holiday, unless otherwise approved by the APCO.

**14.00      COMPENSATION**

Compensation shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees’ Pension Reform Act (PEPRA) of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as “PEPRA”

**14.01      Salary, Basic Pay Plan**

The basic pay plan consists of the salary ranges and the assignment of classes to such ranges as provided in the District salary schedule and referenced hereto as Attachment C. Each employee shall be paid within the range for his/her class unless otherwise provided for in this agreement.

**14.02      Salary Adjustments**

The following salary adjustments to classifications and positions are hereby implemented:

Each position covered under this memorandum of understanding is allocated to a salary range pursuant to Appendix B. The bi-weekly salary schedule is ~~given provided~~ in Appendix C and ~~includes a five percent (5%) wage increase~~ defines wages applied to all members of the Association effective October ~~1, 2021, 15, 2024.~~

All employees holding a valid Professional Engineers licenses will receive an additional 2.5% increase to their pay.

In addition, the APCO is vested with the authority to provide incentive pay for outstanding employee performance, all in the APCO's sole and unreviewable discretion, the aggregate of such payments not to exceed ~~\$7,500~~ 10,000 annually for all District staff and management. This pay is not PERS reportable for PEPRA employees.

The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April, ~~2022~~ 2025.

The parties agree to meet and confer regarding salary adjustments related to the California Consumer Price Index beginning the month of April, ~~2023~~ 2026.

**14.03      Hours of Service for Purposes of Step Advancement**



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- A. *Defined.* Paid hours of work and hours of paid leave of an employee within the number of authorized hours of the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or not, shall not be included in hours of service. Unpaid absences, whether authorized or not, shall not be included in hours of service.
- B. *Standard Steps (Steps One through Five).* Step advances are predicated upon merit and length of service, and each full-time or part time employee in a budgeted position may receive an advancement to the next higher, standard step in the salary range for his/her classification, after completion of 2080 hours of satisfactory or better service at the employee's current step, as evidenced by a standard or better performance evaluation rating.
- C. Notwithstanding the provisions of subdivision B, the Governing Board, or the APCO, upon a finding of unique excellence of service to the District, may grant an out of step advance to higher steps within the same salary range to an employee.

### **14.04 Step Placement and Step Advancement upon Appointment to Higher Class**

A higher class is one in which the fifth step hourly rate of the salary range for the new class is greater than the fifth step hourly rate of the salary range for the current class.

An employee who is appointed to a higher class which is in this representation unit shall be placed at the step in the salary range for the higher class which is closest to the hourly rate in the lower class but which provides at least a five percent (5.0 %) increase; provided that the employee's salary in the new class is not less than the minimum of the salary range nor greater than the maximum of the salary range for the new class.

For purposes of accrual of hours for step advancement, the beginning date shall be the most recent date of appointment to the higher class.

### **14.05 Step Placement and Step Advancement upon Appointment to an Equal Class**

An equal class is one in which the fifth step hourly rate of the salary range of the new class is the same as that for the current class.

Upon appointment to an equal class, the employee shall retain the same Step 5.

Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the new class.

### **14.06 Step Placement and Step Advancement upon Appointment to a Lower Class**

A lower class is one in which the fifth step hourly rate of the salary range for the new class is less than the fifth step hourly rate of the salary range for the current class.

#### A. Demotion and Demotion in Lieu of Layoff

An employee who voluntarily demotes to a lower class, including a voluntary demotion in lieu of layoff, or who is demoted to a lower class for disciplinary purposes, shall be placed at the

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same step in the new salary range as she/he was receiving in the salary range of the higher class (e.g., Step 3 to Step 3), and hours of service accrued in the step in the higher class shall be credited towards step advancement in the lower class.

**B. Reclassification of Position to Lower Class: Y-Rate**

An employee whose position has been allocated to a lower class shall have his/her salary Y-rated (frozen).

An employee who is placed on Y-rate shall retain his/her hourly salary rate of the higher class until such time as the maximum salary of the lower class exceeds the employee's Y-rated (frozen) salary.

At such time as the salary for the lower class exceeds the employee's Y-rated salary, the employee shall be placed at the salary step in the range of the "lower" class, which is closest to but exceeds the employee's Y-rated salary.

**14.07 Step Placement and Step Advancement upon Re-employment**

An employee who is laid off from a budgeted position of the District and who is reemployed in the same job class in a budgeted position of the District within one year from the layoff shall be placed at the same step of the salary range the employee held in that class at the time of layoff, and hours of service for purposes of step advancement which the employee held at the time of layoff shall be restored.

**14.08 Effective Date of Step Advancement**

Step advancements which would be effective the first week of the pay period shall have an effective date of the first day of that pay period; step advancements which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

**14.09 Step Placement Upon Hiring**

Each employee, upon appointment by the APCO, shall be placed in Step 1 of the respective employee's salary range. However, at the discretion of the APCO, and upon finding that the District's needs and the employee's experience and abilities justifies a higher beginning step, may appoint the employee to an advanced step within the salary range. Notwithstanding the APCO's discretion, any initial placement above Step 4 shall require the Governing Board's approval.

**14.10 Special Additional Sixth Step**

An employee in a budgeted position shall be eligible for advancement to the special, additional sixth step in the District salary table for his/her classification, provided that all of the following conditions are met:

1. The employee is currently at Step 5 of the salary range for his/her classification or in a directly related class series; and

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2. The employee has 10 years or more of continuous service with the District, and
3. The employee's; performance for the previous four years meets or exceeds the following standards:

For each year during the previous four-year period, the employee's overall "Performance Evaluation: must reflect a rating of exceeds the job standards.

4. The APCO recommends the advancement.

Employees who may not have received an annual evaluation in any year of service will be considered to have met the minimum criteria for the Step 6 advancement for that rating period.

The APCO may, under exceptional circumstances, waive the performance standard required above.

Step 6 shall be placed at ten percent (10%) above Step 5.

**14.11 Temporary Assignment in Higher Pay Classification, Working out of Class**

Whenever an employee is assigned in writing by their supervisor or acting supervisor to work in a higher classification and, therefore, performs substantially all of the duties of the higher classification for a period of more than ten (10) cumulative working days or eighty (80) cumulative working hours in a fiscal year, (or eight (8) cumulative working days or seventy-two (72) cumulative working hours in a fiscal year for thirty-six (36) hour work week employees), the employee shall be entitled to be compensated with an additional five percent (5%) over his/her current rate of pay beginning with the eleventh (11th) day or the eighty-first (81st) hour of the assignment (or ninth (9th) day or the seventy-third (73rd) hour of the assignment for thirty-six (36) hour work week employees). A continuous out-of-classification assignment bridging two (2) fiscal years shall be treated as if it occurred during the prior fiscal year. For example, an employee receiving compensation for an assignment, which commenced June 15 of one fiscal year and ended on July 5 of the succeeding fiscal year, would receive compensation for the entire assignment. Similarly, an employee whose eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty-six (36) hour work week employees) of out-of-classification assignment occurred during the prior fiscal year would commence receiving compensation as of the eleventh (11th) day or eighty-first (81st) hour (or ninth (9th) day or seventy-third (73rd) hour for thirty six (36) hour work week employees. An out-of-classification assignment for a vacant position shall not exceed 960 hours within a fiscal year. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence. This provision shall only be reported to PERS as pensionable compensation for Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA of 2013) as it is currently enacted and as it is amended in the future and its implementing regulations, referred to hereinafter collectively as "PEPRA."

**14.12 Bilingual Pay Differential**

When it has been determined that an employee's use of bilingual language skills or specialized communication skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of three dollars twenty-five cents (\$3.25) per day or thirty-two dollars fifty cents (\$32.50) per pay period. [The bilingual allowance is prorated for part-time employees.](#)

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Qualification for the shift differential will be conducted by an outside testing agency for both spend and written proficiency with a passing score of B2 or better score.

### ~~14.13~~ — Intentionally Blank

### 14.14     Standby Pay

- A. *Status.* Effective immediately, each employee in the unit of representation shall be entitled to receive twenty-five dollars (\$25.00) for each eight-hour (8) standby shift, or portion thereof, as ordered and authorized by the APCO. A standby shift is defined as any eight-hour (8) shift following the employee's normal assigned shift.
- B. *Response Time.* Employees placed on standby status shall keep the APCO or designee advised of their location during the standby shift and shall respond to duty within two (2) hours from the time of notification. When an APCO determines it is in the interest of the District to provide electronic paging devices for standby workers, the APCO shall provide and maintain such devices and instruct workers in proper use. Employees on standby status shall not be eligible for callback pay as specified under Section 14.13. Employees returning to duty from standby shall be eligible for overtime as specified in Section 9.00.
- C. *Exemption.* Employees who would face a hardship in serving standby because of the need to care for small children may request exemption from standby duty on a bi-weekly basis. Employees so requesting must have arrangements for alternative coverage. Approval shall be at the sole discretion of the APCO or his/her designee.
- D. *Exclusion.* Standby pay does include after hour liaison shifts set out in Section 9.09.

### 14.1514     Special Assignments

Effective ~~October 1, 2021~~ratification and Board adoption employees receiving the following special assignments shall be entitled to the specified special assignment pay, for the duration of the assignment. These assignments and the respective special assignment pay shall not be a "property right" to any employee, and the assignments shall be at the exclusive discretion of the APCO. PERS defines if a special assignment pay is reportable. Not all special assignments or pays may be PERS reportable.

1. Clerk of the Governing Board shall receive special assignment pay of \$ 200.00 per month.
2. Clerk of the Hearing Board shall receive special assignment pay of \$40.00 per month.
3. Safety Officer shall receive special assignment pay of \$ 200.00 per month.
4. Employees assigned to obtain, and who maintain, the State Hazardous Material Certification of Health & Safety Training for Hazardous Waste Workers, shall receive special assignment pay of \$50.00 per month.
5. Employee assigned as Web Master shall receive special assignment pay of \$125.00 per month.

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6. Employee assigned as the Information Technology (IT) Officer shall receive special assignment pay of \$ 350.00 per month.
7. Sacramento Valley Basinwide Control Secretary shall receive special assignment of \$300 per month.
8. Employee assigned as Burn Program Manager shall receive special assignment pay of \$200 per month.
- 7.9. Employees whose duties require the use of a cell phone may accept a \$~~40~~50.00 per month cell phone allowance for the use of their personal cell phone for District business in lieu of being assigned a District cell phone.

The special assignment pay shall be effective the first day of the month assignment is made.

**15.00 UNEMPLOYMENT INSURANCE**

District employees shall be covered by unemployment insurance pursuant to state law. The purpose of this coverage is to provide benefits to former employees who are no longer employed through no fault of their own. Employees who terminate from District employment shall complete termination forms and procedures as required by the APCO.

**16.0 ~~16.00~~ EMPLOYEE INSURANCES**

- A. ~~A.~~ All regular employees assigned to full-time or more position and the employee's dependents shall be entitled to participate in the District-sponsored group health plan. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.
- B. ~~B.~~ Employees assigned to the reduced work week schedule and assigned to work seventy-two (72) hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.
- C. The District agrees to provide the Employees' Association with a Health and Welfare reopener specifically for selecting a new insurance provider. If a new insurance provider is selected, the impact will be subject to bargaining, and the insurance provider will be subject to the Employees' Association ratification and voting process. Employees' Association to provide all required notice to and participation by retirees.

**16.01 Plan Documents Controlling**

The plan document for insurances specified below (health, dental, vision, long term disability, life) is controlling.

**16.02 Health Plan**

- A. Employee Health Plan Eligibility: All regular employees assigned to a one-half (1/2) time or more position and the employees dependents shall be entitled to participate in the District sponsored Cafeteria Plan. Employees working less than full-time and hired after November 1, 1987, shall receive pro-rated health contributions rounding to the nearest one-quarter time (i.e. either fifty percent (50%) seventy-five percent (75%), or one hundred percent (100%) of the District contribution for full-time employees). Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to the contract limitation with the health plan carrier. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability.
- B. Employees assigned to the reduced work week schedule and assigned to work 72 hours per biweekly pay period shall be considered full-time employees. Employees assigned to a reduced work week position and assigned to work thirty-six (36) hours or more per biweekly pay period in that position, and that employee's dependents, shall be eligible to participate in the District's Benefit Plan.

**16.02.1 Health Plan Description**

The District Flexible Benefits Plan (hereafter "Cafeteria Plan") is available to all employees in regular-help positions (hereafter "employee"). There will be two (2) participation levels, identified as Employee "A" and Employee "B" as per Section 16.02.2. Once the selection is made, it will remain in force until the next open enrollment period. The fee for a third-party administrator will be paid by the District.

The basic group term life insurance will continue to be provided at District expense and will not be part of the Cafeteria Plan.

**16.02.2 Participation Levels**

Employee A--Core Plan: In accordance with Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA), the District will pay the first portion of the premium for medical coverage as designated in the most current PERS Circular Letter. In addition, the District will contribute the following participant premium medical coverage and will increase the District contribution by 50% for any future rate increase during the term of this agreement in the medical, dental, and vision plans. Since there are several medical plans available through the PERS Health Plan, future District contribution increases will be based on the Blue Shield HMO rates. The District contribution amounts as of January 1, 2021-2024 are:

<u>Participant Levels:</u>	<u>Dollar Amount</u>
Employee only	\$794.37815.18/month
Employee plus one	\$1,544.44596.07/month
Family	\$2,042.01096.13/month

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If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance (Core Plan). If dependent coverage is sought, dependents must participate in the dental and vision plans unless they are unable to do so for reasons beyond their reasonable control.

Employees that have elected to participate in the "Core Plan" can also elect to participate in optional benefits. If the employee has any surplus Flexible Benefit Account credits after making all elections required to participate in the health insurance, the employee can use that surplus toward the Flexible Benefit Options listed in the Flexible Benefit Option Exhibit. Employees that wish to participate in the optional benefits in the plan, with the exception of the cash back option, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

The parties agree to meet and confer regarding the participation levels, annually, by October 1<sup>st</sup> of each year of the agreement.

Employee B--Flexible Benefit Options: Employees who elect not to participate in Option A will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 16.02.3). They will have an opportunity to participate in the Flexible Benefit Options as set forth in attachment Appendix F.

The District will provide an employer flex credit monthly contribution for "employees" who elect Option B in the amount of the current District's participant contribution for Employee Only per month. Employees can use this contribution toward any of the Flexible Benefit Options listed in the Flexible Benefits Options Exhibit. Employees that wish to participate in the Flexible Benefit Options, with the exception of the cash back option, but do not have sufficient flex credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

### **16.02.3 Administration**

- A. No benefits will be paid to employees in Category B until proof of insurance is on file with the APCO.
- B. Part-time regular help employees will receive proportional benefits as provided in the Memorandum of Understanding. For purposes of benefit plan eligibility for the duration of the thirty-six (36) hour schedule, employees who are assigned to work seventy-two (72) hours in any pay period shall be considered to be full-time employees. All employees assigned to a one-half (1/2) time or more position, and the employee's dependents, shall be entitled to participate in the District's Flexible Benefits Plan. Employees working less than full-time, shall receive prorated flex benefit contributions rounding to the nearest one-quarter time; i.e., either fifty percent (50%) for employees working thirty-six (36) hours to forty-five (45) hours; seventy-five percent (75%) for employees working forty-six (46) to sixty-four (64) hours; or one hundred percent (100%) for employees working sixty-five (65) hours or more.
- C. Any money deposited in the Flexible Benefits Account of an employee must be used during the plan year; otherwise, the remaining balance reverts to the District. Upon separation, the money will be disbursed in conformance with the rules and procedures explained to and authorized by the employee at the time of his/her enrollment.

### **16.02.4 Retired Employee Options**

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Employees hired after October 1, 2018 are not eligible for conversion of sick leave to health insurance or the one year health coverage as outline in this section.

Those employees hired before October 1, 2018 and who are retiring in good standing with at least ten (10) years of cumulative service with the District, are members of the District-sponsored health plan, are members of PERS and subject to this Memorandum of Understanding, are entitled to twelve (12) months of reimbursable health premiums immediately following retirement subject to the provisions of the contract between the District and the Public Employees' Retirement System.

In addition to the provisions of the sick leave buyback plan (Section 11.01.D), any retiring employee hired before October 1, 2018 is eligible for sick leave conversion for a health premium plan. Under this sick leave conversion, a retiring employee will receive one month of paid health benefits (excluding life), for each eight (8) hours of sick leave on accrual at the date of retirement. Coverage under this plan shall not be extended to employee dependents or to employees beyond Medicare Supplemental Qualifying Age. (currently 65 years for born before 1960 and 67 years for born after 1960).

An employee hired before October 1, 2018 enrolling in the health premium plan may elect to provide coverage for a dependent spouse by converting accumulated sick leave at an additional rate of twelve (12) hours of accumulated sick leave for one month of health insurance until the Medicare Supplemental Qualifying Age. For a total of (20) twenty hours for both employee and spouse coverage. The dependent spouse enrollment date must be declared at the time of the employee's retirement or at a qualifying emergency event. The dependent spouse enrollment date may occur after the employee's retirement date, but a specific start date must be specified at the time of the employee's retirement. The dependent spouse must be eligible for enrollment under the requirements of the Health Insurance Portability and Accountability Act (HIPAA). If the dependent spouse is not eligible for enrollment pursuant to the provisions in HIPAA, coverage will revert back employee only coverage. The employee may undeclare (not provide coverage for) a dependent spouse with no loss of accrued sick leave if the retired employee notifies the District prior to the above specified date and at least 4 months prior to the beginning of the fiscal year which includes the specified date. Failure to notify the District within this time frame may result in loss of the allocated accrued sick leave for the dependent spouse until the next fiscal year. Changes to the coverage for a dependent spouse are subject to the requirements in HIPAA and coverage may be terminated at their death or another qualifying event, pursuant to HIPAA, without further use or loss of the retired employee's accrued sick leave.

A dependent spouse that has been enrolled in health coverage by a retired employee is eligible to continue coverage if the retired employee reaches Medicare Supplemental Qualifying Age or upon the employee's death with the same conversion rate provided accumulated sick leave is available and if the dependent spouse is still eligible for PERS health care in accordance with PERS policies.

Rights to continuation of health coverage above are in addition to any rights the employee is entitled to under COBRA. The District will reimburse the employee, on a monthly basis, for eligible health care premiums utilizing the available sick leave, when presented a copy of the employee's retirement pay voucher showing the premium deduction. The District shall pay the Dental and Vision premiums directly.

Retiring employees may also choose to continue health coverage for themselves and their covered dependents by paying the full premium required.



**16.02.5 Pre-Tax Dollar Program**

The District will make available to its employees a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125. Should it be determined that this program is in conflict with provisions of the Internal Revenue Code or any other relevant law or regulations which would subject the District and/or its employees to a penalty, the program will be suspended.

**16.02.6 Payroll Contributions**

Payroll contributions shall normally be deducted in equal deductions in two pay periods in a month (e.g., one-half in the first pay period and one-half in the second pay period). However, for new enrollees, terminating employees and enrollees going on or returning from an unpaid absence, the entire premium will be deducted in one pay period of the month, rather than two.

**16.03 Dental Insurance**

The District agrees to pay the premium for a dental plan for employees and eligible dependents during the term of this agreement. Dental insurance provided by this section shall be subject to the limitations, benefits and incorporated as part of the Flexible Benefit Plan options set of in Section 16.02 above.

**16.04 Optical Insurance**

The District agrees to pay the premium for optical insurance during the term of this agreement. Optical insurance provided by this section shall be subject to the limitations, benefits and incorporated as part of the Flexible Benefit Plan options set forth in Section 16.02 above.

**16.05 Life Insurance**

The District agrees to provide \$25,000 term life insurance for all employees during the term of this agreement, effective January 1, 2001.

**16.06 All Insurance**

The District continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after prior meet and consultation with the Employees' Association. In the event a change in insurance carrier is made, an open enrollment period will be authorized.

**16.07 Disability Insurance**

Each regular District employee shall participate in the Disability Insurance Plan. Disability Insurance is integrated with the District's sick leave plan and the employee(s) shall be allowed to use up to fifteen (15) vacation and/or CTO days in addition to sick leave in combination with payments due from Disability Insurance for each disability in accordance with the following formula:

- A. The employee's gross biweekly wage shall be multiplied by a factor of 0.85 and the resulting product reduced by the amount of payments for the biweekly period. The resulting balance shall represent the amount of gross sick leave/vacation and/or CTO pay from which mandatory and voluntary deductions shall be made.

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B. It shall be the employee's responsibility to apply for benefits and to file with the Administrative Services Officer immediately upon receipt. Upon receipt of said notice, the Administrative Services Officer shall adjust the employee's sick leave/vacation and/or CTO usage to the maximum eligible, according to the integration formula.

An employee receiving disability benefit payments who fails to provide the Administrative Services Officer within thirty (30) days of the onset of the disability benefits approval shall be deemed in violation of the terms of this agreement and the Administrative Services Officer shall immediately forward to the disability benefits carrier a report indicating that the employee had received full sick leave/vacation and/or CTO to the maximum allowed for the time in question.

The District shall develop a revised checklist for employees filing disability claims. The checklist will include clear step-by-step instructions for employees to follow and explain how the disability insurance program works.

**16.08 Continuation of Insurance during Absences without Pay**

Employees granted leaves of absence without pay of one full pay period or longer or employees suspended without pay for one full pay period or longer, must notify the APCO and make arrangements for payment of insurances in advance. "Advance" as used in this article means on or before the first working day of the pay period.

An employee who is absent without pay must pay in advance for any insurance coverage during the absence of one full pay period or longer. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences.

Unless otherwise specifically provided under federal or State law, if the employee does not pay for insurance coverage during the absence without pay, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Unless otherwise specifically provided under federal or State law, should employees and/or their dependents not be covered during an absence without pay, they may be treated as initial enrollees for insurance for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

When an employee is absent without pay for any reason, coverage under employee insurance (e.g., health, life, dental, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of the leave of absence without pay.

**16.09 Liability of Employee for Ineligible Dependents**

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the District for all employee insurances. It is the responsibility of each employee to provide written notification to the Air Pollution Control Officer and the applicable insurance carrier upon any enrolled dependent(s) becoming ineligible.

**16.10 — Intentionally Blank**

**16.11**      **Benefit Plan Review Committee**

The Butte County Air Quality Management District Employees’ Association reserves the right to form a Benefit Plan Review Committee if changes in benefits warrant such an action.

**17.00**      **RETIREMENT PLAN**

**17.01**      **Membership**

Regular full time District employees shall be members of the Public Employees' Retirement System as provided by law and the terms of the contract in effect between the District and the Public Employees' Retirement System. Hourly-rated extra-help employees shall not be eligible for retirement benefits.

Participation in the retirement plan shall be consistent with the requirements of Public Employee Pension Reform Act (PEPRA). To the extent PEPRA conflicts with any provision of this Resolution, PEPRA will govern.

**17.01.1**    **New Members**

For purposes of this section “New Member” is defined by Public Employee Pension Reform Act (PEPRA) to be any of the following (statutory reference is to the California Code):

- A. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- B. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- C. An individual who was an active member in a retirement system and show, after a break in service or more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.

“New Members”, as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest average annual compensation over a three-year period and the 2% @ 62 formula.

**17.01.2**    **Classic Members**

As defined above, are eligible to participate in the District retirement program as contracted through the California Public Employees’ Retirement System (CalPERS). The retirement program is based on the highest single year of salary on the 2% @ 55 formula.

**17.02 Retirement Contribution**

“New Members”: Effective the pay period including October 1, 2015 employees shall pay the current employee contribution rate to the PERS retirement pension for the 2% at 62 formula.

“Classic Members”: Effective October 1, 2014, employees will pay on a pre-tax basis all seven percent (7.0%) of salary for the employee share of their PERS retirement pension. Seven percent (7%) of salary is the maximum employee contribution to the PERS retirement pension for the 2% at 55 option.

**17.03 Retirement Credit for Sick Leave**

An employee may, upon retirement from the District under PERS, use any sick leave accumulation not used as part of the calculated options for cash out or sick leave conversion as service time, in accordance with the PERS formula.

**17.04 Credit for Butte County Employment**

Notwithstanding other provisions of the MOU, an employee previously employed with Butte County shall be given equal transfer credit for his or her previous employment with Butte County. The employee shall have his or her retirement credits transferred to the District on a 1 to 1 basis without any devaluation, and the credit shall be additive toward the employees District employment term towards retirement. (For example, if employee A was employed with Butte County from 1988 through 1998, and then employed with the District from 1998 through 2000, employee A's retirement credit shall be at the year 2000, 12 years retirement credit.)

**17.05 Employer Deferred Comp Program**

- A. ~~401(a)~~—The District agrees to maintain an employer 401(a) deferred compensation program, beginning July 1, 1999, though the term of this agreement, the carrier to be determined by the District. The District agrees to contribute 6% into this employer deferred compensation program, with 100% vesting to occur three (3) years after the date of initial employment for all permanent full-time positions.
- B. ~~B. — 457~~—The District agrees to maintain, during the term of this agreement, an employee paid Roth IRA account and 457 deferred compensation program, the administrator to be determined by the District.

**18.00 REIMBURSEMENT OF EXPENSES**

**18.01 Expenses for Mileage**

Except when authorized otherwise by the APCO, an employee shall drive District vehicles on District business. An employee may be authorized to use his/her personal vehicle on District business on the following circumstances: upon approval by the APCO or his designee, and following the filing with the District of proof of insurance and naming the District as additional insured.

An employee who has received authorization to use a privately-owned vehicle for District business shall be reimbursed at the rate as IRS dictates, for each mile driven on District business during the month.

All claims for mileage reimbursement must be submitted within ninety (90) days of incurring the mileage expense on the form directed by the APCO and with the supporting information directed by the APCO. Claims not submitted within ninety (90) days are not valid claims against the District.

**18.02 Professional License Fees**

Employees in the following classifications (upon the approval of the appointing authority) shall be eligible to be reimbursed for 100% of the professional license or certificate fees required as a prerequisite to their position.

1. Engineer, Professional registration
2. Air Pollution Specialist(s), Planner(s) and Engineer(s): Visible Emission Certification

**19.00 BENCHMARK SURVEY DISTRICTS**

Employee compensation in the following air pollution control and air quality management agencies shall serve as benchmarks in reviewing potential employee salaries and benefits:

1. Shasta County APCD
2. Feather River AQMD
3. Yolo-Solano Unified AQMD
4. Placer County APCD
5. San Luis Obispo County AQMD
6. N. Sonoma APCD
7. Northern Sierra AQMD
8. North Coast AQMD

Compensation data will include salaries, paid employee retirement contributions, straight vacation; compensated time off, accruals and ~~other benefits including but not limited to the~~ maximum medical contribution.

**20.00 EMPLOYEE PERFORMANCE**

The parties support the concept of high performance, high productivity, efficiency, and courteous treatment of the public and other staff in order to provide effective services to the community served by the District at reasonable cost.

**20.01 Right to Representation**

The District shall advise the employee of his/her right to be represented by the respective bargaining unit, Association, or other representative of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation. Nothing herein shall be construed to preclude the department and the employee, after due consideration of the facts and circumstances of the

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department's allegations, from abandoning or modifying the proposed disciplinary action by mutual consent.

### **20.02**      **Disciplinary Actions**

Disciplinary action may be taken by the APCO or his/her designated representative for just and reasonable cause and/or applicable personnel rules, and shall include, but is not limited to, the following:

- A. Suspension without pay for no more than sixty (60) calendar days -- the sixty-day limitation shall apply only to imposition of discipline by the APCO and does not limit the ability of the hearing officer to impose a greater period of suspension as a modification of an action of dismissal or disciplinary demotion.
- B. Reduction in salary step -- the placement of an employee at a lower step in the salary range of the classification held by the employee.
- C. Disciplinary demotion -- the appointment of an employee for disciplinary reasons to a position in another class with a lower salary range, provided the employee meets the minimum qualifications for the lower class.
- D. Dismissal -- the separation of the employee from District service for cause.

NOTE: The APCO may suspend an employee with pay for a period not to exceed twenty (20) working days for purposes of investigation for possible disciplinary action. Such suspension with pay is not disciplinary action and is not subject to appeal.

### **20.03**      **Performance Correction Notice**

Any performance correction notice of an employee in this representation unit by the District shall include the specific reason(s) for such reprimand. A copy of the notice may be placed in the employee's personnel file. Such a notice shall be sealed three years after its date of issuance. After the sealing, it may only be unsealed (1) to be used in any legal proceeding, claim, or dispute involving the District, or as ordered by a court or (2) for the inspection of the APCO, District Counsel, or the employee that received the performance correction notice.

Such performance correction notice shall include a statement that the employee may discuss the reprimand with the APCO, the Employees' Association and/or his or her council.

Such reprimands shall not be subject to appeal but the employee and/or his/her representative shall have the right to discuss the written reprimand with the APCO. The APCO may uphold, amend, or withdraw the reprimand at his/her discretion.

### **20.04**      **Notices of Disciplinary Action**

- A. *Pre-Disciplinary Notice:* If the APCO or his or her designee proposes to take disciplinary action in severity against an employee of a suspension without pay of five (5) days or more, the APCO shall first serve the employee with notice of the proposed discipline including the right to respond to the APCO prior to the action being taken. The notice shall be served at least

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seven (7) calendar days prior to the effective day of the action and shall be served on the employee personally or by certified mail. If the employee is personally served, the date of service shall be considered to be the first day of notification. If the employee is served by certified mail, neither the day of the mailing nor the following calendar day shall be considered in the seven (7) calendar days for notification purposes. The notice shall clearly specify the action taken, the reason for the action including the particular facts and specific incident(s) involved and the effective date(s) of the action and, in cases of demotion, shall contain a statement as to the wages and duties of the new position. The notice shall also advise the employee that a copy of the material upon which the action is taken or based is attached; the right to be represented and to respond verbally or in writing to the APCO or designated representative prior to the effective date of the action, and the right to appeal the action and the time within which the appeal may be made.

The APCO or a designated representative taking disciplinary action against an employee may, when it is necessary for the operation of the District, or to conduct an investigation into the allegation, assign the employee to less critical duties during the five (5) day review period. When extraordinary circumstances exist that require the immediate removal of the employee from the premises, the APCO or a designated representative may place the employee on paid suspension subject to call not to exceed five (5) days. If required to provide for full investigation of the allegations made against an employee, the five (5) day period for reassignment of paid leave may be extended up to thirty (30) days.

Nothing in this section or in Section 20.05 shall be deemed to preclude the taking and imposition of disciplinary action before the grievance procedure has been resorted to or exhausted by the employee's respective bargaining unit representative association or Employee.

- B. *Notice to Association:* The APCO, upon initiating disciplinary action for discharge, demotion, or suspension of an employee identified in Appendix A, shall immediately notify the Association and representative of the employee.

If personal delivery at the work site cannot be accomplished, notice shall be served as follows, using the most current address in the employee's personnel file: (1) by mailing a copy of the notice by certified mail to the employee with return receipt required; and (2) by mailing a copy of the notice to the employee via first class U.S. Mail.

For purposes of establishing the time limits for filing an appeal, service of the notice of disciplinary action shall be deemed complete on the earlier of: (1) The date of receipt of the notice sent by certified mail, or, (2) five (5) calendar days from mailing of the notice by first class U.S. mail.

### **20.05      Appeals**

- A. *Who May Appeal.* Only employees in full time, permanent, budgeted positions as identified in Appendix A who are not on probation shall have the right to appeal disciplinary actions as defined herein.
- B. *Appeal Time Lines and Contents.* A written appeal of a disciplinary action as defined herein must be filed with the APCO within ten (10) working days of the date the notice of disciplinary

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action is deemed to have been received. Such notice must be filed by the employee against whom the disciplinary action is taken. The appeal shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

Failure by the employee to file an appeal with the APCO within the ten (10) working day time limit shall constitute an automatic forfeiture and irrevocable waiver of any right to appeal the disciplinary action.

### **20.06      Appeal Hearing**

Hearings on appeals filed in accordance with the provisions of this Memorandum of Understanding shall be as follows:

- A. *Selection of Hearing Officer.* The parties shall select a mutually acceptable hearing officer and schedule a day for the appeal hearing within twenty (20) working days of the date of the appeal of the disciplinary action. Should the Employees' Association representative exercise its option of representing the employee in the appeal, it may require that the hearing officer be an arbitrator.
- B. *Preparation for Hearing.* At least ten (10) working days prior to the appeal hearing, the parties shall attempt to stipulate to as many facts as possible.
- C. *Expenses.* The fees and expenses of the hearing officer shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including but not limited to fees for witness transcripts and similar costs incurred by the parties during such hearing, shall be the responsibility of the individual party involved.

If the employee is not represented by the Employees' Association representative for the appeal hearing, the employee shall certify in writing that she/he shall pay his/her share of the fees and expenses of the hearing.

- D. *Criminal Action-Alleged or Charged.* When the facts alleged in the notice of disciplinary action constitute a crime, or where the employee has been charged with a crime arising from the same transaction, and the employee has filed an appeal of the disciplinary action, she/he may, at least ten (10) working days prior to the date of the appeal hearing, request a continuance of his/her appeal hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by waiver of salary and all benefits for the period of continuance, in the event the employee is reinstated.
- E. *Hearings.* It shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings and a decision within twenty (20) working days of the conclusion of the hearing.

The hearing officer shall have the authority to deny, affirm or amend the disciplinary action appealed, but the hearing officer shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.



**20.07**      **Notice of Association**

The APCO will, upon receiving a notice of disciplinary action for discharge, demotion, or suspension of an employee within the unit, immediately notify the Association. Failure of the APCO to immediately notify the Association shall not affect the appointing authority's notice of discharge to the employee.

**21.00**      **GRIEVANCE PROCEDURE**

*Intent.* An employee (or employees) shall have the right to present a grievance pursuant to this procedure. The employee (or employees) may be represented by the Employees' Association representative or an individual of his/her choice in the formal steps of this procedure. Employees who present a grievance shall not suffer reprisal or other punitive action by the District or an Employees' Association because of the exercise of the right to present or appeal a grievance. An employee (or employees) who have a grievance shall be given reasonable time off without loss of pay or benefits to present the grievance to District management pursuant to this procedure.

**21.01**      **Grievance Defined**

- A. A grievance may only be filed if it relates to:
  - 1. A management interpretation or application of this Memorandum of Understanding which adversely affects an employee.
  - 2. Failure by the District to provide a specific condition of employment which is established by the Administrative Code of the District and applies to employees in the Employees' Association, provided that the enjoyment of such condition is not made subject to the discretion of the District or APCO, and provided further that the condition of employment which is the subject matter of grievance is a matter within the scope of representation as defined in California Government Code Section 3504.
  
- B. A grievance shall not include the following:
  - 1. Complaints regarding Affirmative Action, Occupational Health and Safety or Worker's Compensation or the applicable procedures for such complaints.
  - 2. The exercise of any District rights as specified in this Memorandum of Understanding, so long as the exercise of such rights does not conflict with other provisions of this Memorandum of Understanding.
  - 3. Any impasse or dispute in the meet and confer process.
  - 4. Any "interest" matters or matters within the scope of representation.
  - 5. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreement.

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6. Disciplinary actions.
  7. Decisions of the APCO with respect to classification requests.
  8. District's Governing Board of Directors resolution, or minute order.
  9. Subjects involving the amendment of a state or federal law.
  10. Performance evaluation.
  11. Denial of merit increases.
- C. Other limitations on arbitration:
1. Grievances concerning provisions of the District Administrative Code shall not be subject to arbitration (Step 4).
  2. Article 22.02 (Safety) shall not be subject to arbitration (Step 4).
  3. Y-rating pursuant to Article 14.06 shall not be subject to arbitration (Step 4).

### **21.02**      **No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under this grievance procedure.

### **21.03**      **General Provisions**

- A. *Grievance Withdrawal.* The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the District representative who last took action on the grievance, with a copy to the APCO.
- B. *Reconsideration.* By mutual agreement, the parties may revert the grievance to a prior step for reconsideration. If the grievance is not then settled at that prior level, the grievance shall be processed from the prior step following the time lines and process set forth in this Article.
- C. *Consolidation.* The District and the Employees' Association may consolidate grievances where, in its discretion, the grievances present substantially similar issues.
- D. *Grievance Resolution.* If a grievance is resolved at Step 2 or Step 3 the grievant(s) concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated on the grievance form. If the employee(s) has been represented by the Employees' Association at the step of procedure at which a resolution is reached, the Employees' Association representative shall also sign in the appropriate space on the grievance form, acknowledging that the grievant(s) has accepted the resolution.

### **21.04**      **Time Lines**

## Memorandum of Understanding — ~~October 1, 2021~~ October 1, 2024

- A. The time limits set forth herein are essential to the grievance procedure and shall be strictly observed.
- B. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.
- C. If, at any step of the grievance procedure, the grievant(s) is dissatisfied with the decision rendered, it shall be the responsibility of the grievant(s) to submit the grievance to the next step within the time limits specified.
- D. Failure to submit the grievance within the specified time limit shall terminate the grievance process and 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.
- E. The grievant(s) has the right to promptly proceed to the next step within the prescribed time limits if the appropriate District representative fails to respond within the time limit specified.

### **21.05      Grievance Processing Steps**

An employee has the right to present his/her own grievance. A group of employees may also present a grievance. The Employees' Association may file a grievance on those matters concerning the rights of the Employee Association as an organization as specified in Article 4 of this MOU.

#### A.      Step 1 - Informal

The grievant(s) shall first discuss the grievance informally with his/her Division Chief and inform the Division Chief that the subject of the discussion is a grievance. The discussion shall be held within ten (10) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant(s). In no event shall any grievance be accepted for consideration more than forty-five (45) working days from the date of the action causing the grievance, regardless of the date the action became known to the grievant(s).

Every reasonable effort shall be made to resolve the grievance at this level. The Division Chief shall respond verbally to the grievant(s) within five (5) working days of the informal discussion between the grievant and the Division Chief.

Any settlement must be in accordance with the provisions of this Memorandum of Understanding or, if applicable, the District's Personnel Rules.

#### B.      Step 2 - Formal Written Grievance

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, the grievant(s) shall submit the grievance in writing to the Division Chief within ten (10) working days of receipt of the Division Chief's verbal response at Step 1. A copy of the grievance shall also be provided to the APCO. In the event the Employees' Association believes a grievance filed with respect to Article 6 has not been satisfactorily resolved at Step 1, the Employees' Association shall submit the grievance in writing to the APCO within ten (10) working days of receipt of the APCO's verbal response at Step 1. If the grievance is not filed at Step 2 within the time limits provided herein it shall be deemed to not exist.

## Memorandum of Understanding – October 1, 2021-24, 2024

All formal grievances shall be presented on grievance forms which are available to employees and the Employees' Association and which shall contain the following information:

1. the name of the grievant(s),
2. the specific nature of the grievance and how the grievant(s) was adversely affected,
3. the date, time and place of occurrence,
4. the specific provision(s) of this Memorandum of Understanding or of the Personnel Rules alleged to have been violated,
5. any decision that was rendered at Step 1,
6. the corrective action desired,
7. the name of any representative chosen by the employee to represent him/her.

Within ten (10) working days of receipt of the formal grievance, the Division Chief (or APCO, with respect to an Employees' Association grievance which alleges violation of Association Rights) shall respond in writing to the grievant(s) and the grievant(s) representative stating his/her decision, the facts on which the decision is based, and the remedy or corrective action which has been offered, if any.

Any grievance settlement at Step 2 shall be subject to the review and confirmation of the APCO before the settlement may become effective, and must be consistent with the provisions of this Memorandum of Understanding or, if appropriate, the District's Personnel Rules.

Such review and confirmation will occur within ten (10) working days, or the grievant(s) may appeal the grievance to Step 3. Such appeal must be moved to Step 3 within ten (10) working days from the date the APCO's review and confirmation was due.

### C. Step 3 - Appeal of Formal Written Grievance to APCO

In the event the grievant(s) believe the grievance has not been resolved satisfactorily, or in the event the Division Chief (or APCO in the case of an Employees' Association grievance concerning Article 4) fails to respond within ten (10) working days of receipt of the formal grievance, the grievance may be advanced to Step 3. The grievance must be appealed to step 3 within ten (10) working days of the receipt of the District's response at Step 2 or within ten (10) working days of the date the District's response became delinquent.

When a grievance is appealed to Step 3, the grievant(s) must specifically set forth the reason(s) that he/she believes the answer provided by the District is not satisfactory.

The APCO shall issue a decision in writing to the grievant(s) and his/her representative, if any, within ten (10) working days of receipt of the appeal to Step 3. Such decision shall be final and binding on the parties unless the grievance is appealed by the Employee Association to Step 4, provided such appeal is received by the APCO within ten (10) working days of the APCO's decision at Step 3, and further provided that the issue is arbitral in accordance with the provisions of this Article.

### D. Step 4 - Arbitration

Only those unresolved grievances filed and processed in accordance with this Section, which meet the definition of a grievance and are not excluded from arbitration pursuant to this Section, and which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration. The Employees' Association appeal of the grievance to Step 4 shall set forth the specific issue or issues, which remain unresolved.

Failure to request arbitration within the time limits set forth herein shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration.

Prior to the selection of the arbitrator, the parties shall disclose all pertinent information and will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the arbitrator.

Within ten (10) working days of receipt of the appeal to Step 4 the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties are unable to agree upon an arbitrator, the parties shall jointly request that the State Conciliation and Mediation Service; or its successor agency as the State may determine, provide a list of seven (7) qualified arbitrators. Upon receipt of the list of arbitrators the parties shall meet within ten (10) working days to strike names from the list. The parties shall alternately strike names from the list until one name remains, and the person remaining shall serve as the arbitrator. The party having the first choice to strike a name from the list shall be determined by lot.

Within five (5) working days from the date of selection a letter will be sent to the State Conciliation and Mediation Service; or its successor agency as the State may determine, notifying the service of the arbitrator selected and requesting that the arbitrator be notified of his/her selection and requesting that the arbitrator contact the parties to establish a hearing date.

Once the arbitrator has contacted the parties, the arbitration hearing will be scheduled at the earliest mutually agreeable date, but no later than twenty (20) working days from the earliest date the arbitrator is available.

The fees and expenses of the arbitrator shall be shared equally by the parties. It is understood and agreed, however, that all other expenses, including, but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, shall be the responsibility of the individual party involved.

Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the District and the grievant may submit briefs to the arbitrator in lieu of a hearing.

Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within twenty (20) calendar days of the conclusion of the hearing.

The decision of the arbitrator shall be final and binding on the parties, but the arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provision of this Memorandum of Understanding or impose on any party a limitation or obligation not explicitly provided for in this agreement.

## **21.06      Representation**

### **A.      Meetings and Hearings**

## Memorandum of Understanding – ~~October 1, 2021~~ October 1, 2024

The District and the grievant(s) or, if the grievant(s) is (are) represented, the grievant's representative, shall be responsible for giving notice of meetings concerning grievances to their respective parties at least 24 hours prior to any such meeting, whenever possible.

If the employee is represented at a meeting to discuss a grievance, the District may also designate a management representative to be present at such meeting.

In no event shall a grievant be represented by more than one District employee at any grievance meeting or hearing.

### B. Employee (Grievant)

An employee is entitled to represent him/herself individually in the processing of a grievance. However, only the respective employee's representative Employees' Association may appeal a grievance to arbitration (Step 4).

Decisions on grievances where employees represent themselves shall not be considered precedent setting or binding with regard to any future grievance filed with respect to the same or similar matters. The grievant shall be granted a reasonable amount of time off with pay from his/her regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and processing of the grievance, subject to the following:

1. The scheduling of such time off shall be subject to the prior approval of the APCO to assure that the employee's absence does not unduly interfere with priority operations of the District.
2. The grievant shall notify his/her supervisor as soon as possible of any scheduled grievance meeting or hearing and of any change in the time or dates of such meetings or hearings in which she/he must participate.

### C. Employees' Association Representation

Provisions regarding the involvement of the steward in the preparation and presentation of grievances are specified in Article 5. In addition, the following applies regarding Employees' Association representation:

1. The grievant may be accompanied by a representative in the discussion of a grievance at Step 1.
2. The grievant has the right to the assistance of the steward in addition to an employee association staff representative in the preparation and/or presentation of the grievance at Step 2 or 3.
3. In no event shall the grievant be represented by more than one (1) District employee at any stage in this grievance process.

## **21.07 Employees' Association Standing to Grieve**

**Memorandum of Understanding – October 1, 2021-24, 2024**

The Employees' Association representing the employee(s) holding position as identified in Appendix A hereto, shall have standing to grieve beginning at the first formal step for their respective employees as follows:

- A. On all matters relating to Employees' Associations' rights or prerogatives or on matters relating to the Employees' Associations' business relationship with the District.
- B. On behalf of former District employees regarding their termination rights and benefits, except for former District employees not having passed probation status.
- C. Where the Employees' Association determines that there is a substantial non-compliance with an otherwise grievable term or condition of employment, where no specific employee is directly affected by an interpretation or application of the District affecting otherwise grievable terms and conditions of employment.
- D. Where a grievance filed by an employee representing themselves or having a representative other than the Employees' Association is resolved in a manner the Employees' Association believes to be inconsistent with the Memorandum of Understanding.

**22.00 Safety and Emergency Authority**

**22.01 Emergency Authority**

Nothing contained herein shall be construed to limit the authority of the District to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the District will meet and consult with the Employees' Association prior to taking action under the authority of this section. After taking action under the authority of this section, the District, upon request, will meet and confer with the Employees' Association over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

**22.02 Safety**

The District recognized its obligation to provide a safe place of employment for its employees and comply with Labor Code 60401.7 and General Industry Order 3203, Injury and Illness Prevention Program. To assist in accomplishing this goal, it is agreed that the District reserves the right to administer reasonable District rules and regulations.

The Employees' Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to employee's immediate supervisor or Safety Committee member immediately.

**22.03 Safe Working Conditions**

## **Memorandum of Understanding – October 1, 2021-24, 2024**

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall, in accordance with the District's safety program, report the problem to the immediate supervisor and may refuse to work in the area or use the equipment until it has been inspected by the supervisor. Should the supervisor, after such inspection, order the employee to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the APCO or his/her designee inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the APCO is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

### **22.04 District Safety Committee**

The District shall maintain a Safety Committee consisting of District management and two District employees. One shall be the shop steward. The purpose of the Safety Committee shall be to review safety policies and procedures and to make recommendations. The committee shall be advisory to the District and the Employees' Association.

### **23.00 Transfer and Promotional Opportunity**

#### **23.01 Transfer Preference**

When filling regular help positions, the APCO shall consider lateral transfer requests from employees in the same class as the vacancy.

#### **23.02 Promotional Interviews**

When the APCO develops a certified list of eligible staff to fill a regular-help position by promotion, the APCO shall interview each of the eligible staff on the list that is available and interested in the position before making a final selection for the position.

#### **23.03 Promotional Step Increase**

Employees who are promoted within ninety (90) days of their anniversary date will be granted an additional salary step increase beyond what is normally provided. Such additional step may be denied for reasonable cause; including the employee being hired, promoted or receiving extraordinary step increases within the previous twelve (12) months.

### **24.00 Layoff**

The APCO may initiate a layoff for a regularly held position(s) due to administrative reorganization, lack of work or appropriation by advising the Employees' Association of the number of positions and the effective layoff date. The APCO shall establish a seniority list and shall consider employee status, length of service and efficiency in determining which employee or employees are to be laid off and shall, in writing, inform the affected employees.

### **25.00 Seniority List Score Computation**

A. Regular help employees appointed to a position with District or its predecessor county department shall receive credit for compensated regular help employment in both the District and Butte County employment, that has not been broken by a permanent separation. When



**Memorandum of Understanding – October 1, 2021-24, 2024**

there has been permanent separation, credit shall be given only for regular help employment following such break in service.

- B. One (1) point seniority credit shall be given for each calendar month of regular help employment, unless specified elsewhere herein, or any portion thereof excluding extended leaves of absence. Regular employees working part-time schedules will be given fractional point credit for each month of service on a pro-rata basis.
- C. Twelve (12) points shall be subtracted from the seniority score of an employee who was the subject of a Disciplinary Action which was appealable and was not appealed or the Disciplinary Action was sustained.
- D. When two (2) or more employees have the same total seniority score the tie shall be broken and preference given in the following sequence:
  - 1. Employees with the greatest seniority in the District and the class in which layoff is being made and in related higher classes.
  - 2. Employees with the greatest seniority in the class in which the layoff is being made and in related higher classes.
  - 3. Employees whose names are drawn by lot by the APCO.

**26.00 Order of Separation\Reduction in Force**

- A. Employees in the same class within the District of layoff shall be separated during a reduction-in-force in the following appointment type sequence:
  - 1. Extra Help and Emergency
  - 2. Provisional and Probationary
  - 3. Permanent
- B. Separation of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated.

**27.00 Layoff Notice**

The APCO shall send written notice to the last known address of each employee affected by the layoff at least thirty (30) days prior to the effective date of the action, except for employees who are displaced by an employee with a higher seniority score as set forth in Section 28.00. In which case notice shall be sent fourteen (14) days prior to the effective date of the action. The notice shall include the following:

- 1. reason for layoff
- 2. classes to which the employee may demote within the department, if any
- 3. effective date of the action
- 4. seniority score of the employee
- 5. formula by which the seniority score is computed
- 6. appeal rights of the employee

**Memorandum of Understanding – October 1, 2021-24, 2024**

- 7. conditions governing retention on and reinstatement from reemployment lists, and
- 8. rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list .

**28.00 Demotion In Lieu Of Layoff**

In lieu of being laid off, a regular employee may elect demotion to:

- A. any position held by an employee with a lower seniority score in a class with substantially the same or lower maximum salary in which the laid off employee held permanent status; or
- B. any vacant position in a class in the same line of work as the class of layoff, but of lesser responsibility if such classes are designated by the APCO.

Demotion rights to specified classes shall be applicable only within the District of layoff. To be considered for demotion in lieu of layoff, an employee must notify the APCO in writing of this election no later than five (5) days after receiving the notice of layoff.

**29.00 Layoff Reinstatement**

Permanent employees laid off who are reinstated to a regular District position within twenty-four (24) months from the effective date of layoff, shall be reinstated with seniority rights including time served towards annual merit increase. Such employees shall be credited with one hundred percent (100%) of unused sick leave on accrual at the time of layoff and shall accrue vacation benefits at the same rate established by prior seniority. An employee reinstated to the same classification or lower classification in the same class series in which permanent status was held at the time of layoff shall not be required to serve a new probationary period. A former employee reinstated in a classification with an equal or lower pay range than that held by the employee at the time of layoff, pursuant to the provisions of these rules, shall remain on the valid reinstatement list. Should an employee on a layoff list be employed by the District in a classification with a higher pay range than that held at the time of layoff, the employee's name shall automatically be removed from the layoff reinstatement list upon completion of the probationary period.

**30.00 Layoff-Probationary Employees**

Probationary employees laid off shall have their names placed back on the eligible list from which they were appointed providing it is still in existence. Should such employees be later appointed from the eligible list, the appointment will be the same as for others appointed from the list for the first time. A new probationary period and other terms and conditions of a new appointment shall apply.

**31.00 Performance Evaluation**

- A. An employee who receives a "Not Satisfactory" overall rating on a performance report or is denied a merit increase may appeal to the APCO within ten (10) days of such notice. The APCO's decision shall be final. The APCO will provide a written response to the employee requesting a review of his/her evaluation.

**Memorandum of Understanding — October 1, 2021-24, 2024**

B. No evaluation of any employee shall be placed in his/her personnel file without first providing the employee an opportunity for discussion between the employee and an evaluator where appropriate. Negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations for improvements to be made. Employees shall have the right to review and respond to any derogatory evaluation.

**32.00      Intentionally Blank**

**33.00 — Intentionally Blank**

**34.00 — Rain Gear**

Employees provided rain gear by the District shall also be provided rain boots.

**3533.00    Absent Without Leave**

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the APCO, if the employee can show to the satisfaction of the APCO that it was impossible to contact the District and, further, that the employee did contact the District at the earliest opportunity.

The APCO's decision shall be final and binding.

**3634.00    IRS 125 Program**

Existing IRS Section 125 Program options will remain in effect for the term of this agreement, except, that no new applications will occur during the remaining term of this agreement.

**3735.00    Employee Assistance Program**

The District shall maintain in effect the Employee Assistance Program. Each employee may receive up to twelve (12) Employee Assistance visits per calendar year paid by the District.

**38.00 — Intentionally Blank**

**3936.00    First Aid and CPR Training**

During the term of agreement, and as may be necessary to provide refresher courses, training shall be made available in First Aid and Cardio-Pulmonary Resuscitation in order that District work areas have employees trained in such skills.

**4037.00    Memorandum of Understanding and District Administrative Code Conflicts**

## **Memorandum of Understanding – ~~October 1, 2021~~ October 1, 2024, 2024**

Should any provision of this Memorandum of Understanding conflict with a specific provision of the District's Administrative Code which applies directly to employees in this representation unit, the Memorandum of Understanding provision will supplant that specific provision of the Administrative Code as it applies directly to employees in this representation unit for the term of this Memorandum of Understanding.

Nothing in this Article limits the District's authority or responsibility for the adoption of policies and procedures regarding its operations, including those necessary for the implementation of this Memorandum of Understanding.

### **4138.00 Extra Help Work**

Regular District employees shall be allowed, when approved by the APCO, to work as extra help when:

- A. The extra help work is voluntary
- B. The work is in a different occupational category
- C. The APCO has determined that the employee can satisfactorily perform the assigned functions.

### **4239.00 Probationary Period**

Newly hired employees shall serve a twelve (12) month probationary period. During the probationary period the employee serves at the pleasure of the District and has no employment termination grievance rights. The probationary period for promotional appointments shall be six months.

### **4340.00 Full Agreement**

It is understood this agreement represents the complete and final understanding on all negotiable issues between the District and the Employees' Association. This agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the District and the Employees' Association, except as specifically referred to in this agreement for all District employees. All District ordinances, resolutions or rules not specifically referred to in this agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter, which may not have been within the knowledge of the parties at the time this agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this agreement and any action is proposed by the District, the Employees' Association shall be afforded notice and shall have a right to meet and confer upon their request. In the absence of agreement on such proposed actions, the District reserves the right to take the necessary action by management direction.

### **4441.00 Enactment**

This Memorandum of Understanding shall become effective when ratified by the Employees' Association's memberships and adopted by resolution of the District's Governing Board of Directors. Upon such adoption, the provisions of this memorandum shall supersede and control over conflicting or inconsistent District policies, resolutions or rules, and inconsistent District policies, resolutions or rules.

**Memorandum of Understanding – ~~October 1, 2021~~15, 2024**

**4542.00 Savings Clause**

If any provision of this memorandum shall be held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

**4643.00 Amendment Process**

This Agreement may be reopened and amended at any time during the term of the Memorandum of Understanding by mutual written agreement of the parties.

**4744.00 Term of Agreement**

The term of this Memorandum of Understanding is for the period October ~~1, 2021~~15, 2024 through September 30, ~~2024~~2027, when said Memorandum of Understanding shall expire and be of no further force or effect.

Unless otherwise specified herein, all provisions of this Memorandum of Understanding shall be effective October ~~1, 2021~~15, 2024.

**Memorandum of Understanding – October 1, 202124, 2024**

For the Butte County Air Quality Management District, Employees' Association

Ratified by the Employees' Association, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021October, 2024.

\_\_\_\_\_  
*Employees' Association*

\_\_\_\_\_  
*Employees' Association*

**District Ratification**

Approved by the Butte County Air Quality Management District Governing Board of Directors this ~~28th~~24th day of October, 20212024. Resolution Order No. ~~2021-25-~~2024-12.

\_\_\_\_\_  
*Tami Ritter,*  
*Chair, Butte County AQMD*

Approved As to Form:

\_\_\_\_\_  
Gregory Einhorn, Esq.  
District Counsel

ATTEST:

Stephen Ertle  
Director / Air Pollution Control Officer

By: \_\_\_\_\_

~~Cora Collins~~Kelly Towne, Clerk of the Board

By: \_\_\_\_\_

**APPENDIX**

**A**

**EMPLOYEES' UNIT**

APPENDIX

A

Employees' General Unit

The following District employee positions are included within, and represented by, the recognized unit:

Administrative Assistant \*-(Non-Exempt)  
Administrative Technician\* (Non-Exempt)  
Accounting Technician\* (Non-Exempt)  
~~Administrative Services Officer\*~~  
Air Quality Compliance Specialist I (Non-Exempt)  
Air Quality Compliance Specialist II (Non-Exempt)  
Senior Air Quality Compliance Specialist (Non-Exempt)  
~~Air Quality Compliance Supervisor\*~~  
Assistant Air Quality Planner\* (Non-Exempt)  
Associate Air Quality Planner\* (Non-Exempt)  
Senior Air Quality Planner\* (Non-Exempt)  
~~Air Quality Planning Supervisor\*~~  
Air Quality Engineer I \* (Non-Exempt)  
Air Quality Engineer II\* (Non-Exempt)  
Senior Air Quality Engineer\* (non-Exempt)  
~~Air Quality Engineering Supervisor\*~~  
~~Assistant Air Pollution Control Officer\*~~

Exempt and Non-Exempt classifications are defined by FLSA requirements.



~~\* Defined as management, confidential or supervisory positions.~~

**APPENDIX**

**B**

COMPENSATION RANGE PLACEMENTS

APPENDIX

B

COMPENSATION RANGE PLACEMENTS

<b>Class Title</b>	<b>Range</b>
Administrative Assistant	811
Administrative Technician	811
Accounting Technician	1720
<del>Administrative Services Officer</del>	34
Air Quality Compliance Specialist I	2023
Air Quality Compliance Specialist II	2427
Senior Air Quality Compliance Specialist	2831
<del>Air Quality Compliance Supervisor</del>	32
Air Quality Engineer I	2830
Air Quality Engineer II	3234
Senior Air Quality Engineer	3638
Assistant Air Quality Planner	2526
Associate Air Quality Planner	2930
Senior Air Quality Planner	3334
<del>Air Quality Planning Supervisor</del>	37
<del>Assistant Air Pollution Control Officer</del>	41

Note 1: Position placement will be subject to future meet and confer.

**APPENDIX**

**C**

**COMPENSATION SCHEDULE**

Memorandum of Understanding — October 1, 2021-24, 2024

Memorandum of Understanding - October 24, 2024

Appendix C  
 Butte County Air Quality Management District  
 Bi-Weekly ~~Compensation~~Salary Schedule  
 October 1, 2021-15, 2024

Salary Range #	Bi-Weekly Salary Steps					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	<del>127113</del> 58	<del>133314</del> 25	<del>140014</del> 96	<del>146915</del> 70	<del>154216</del> 48	<del>18141697</del>
2	<del>130113</del> 91	<del>136514</del> 59	<del>143415</del> 32	<del>150516</del> 08	<del>157916</del> 87	<del>17381857</del>
3	<del>133314</del> 25	<del>140014</del> 96	<del>146915</del> 70	<del>154216</del> 48	<del>162017</del> 31	<del>19041782</del>
4	<del>136514</del> 59	<del>143415</del> 32	<del>150516</del> 08	<del>157916</del> 87	<del>165817</del> 72	<del>18241949</del>
5	<del>140114</del> 98	<del>147015</del> 71	<del>154316</del> 49	<del>162117</del> 32	<del>168818</del> 04	<del>19971869</del>
6	<del>143415</del> 32	<del>150516</del> 08	<del>157916</del> 87	<del>165717</del> 71	<del>174018</del> 59	<del>19152046</del>
7	<del>147215</del> 73	<del>154516</del> 51	<del>162417</del> 35	<del>170418</del> 21	<del>179019</del> 13	<del>19672102</del>
8	<del>151016</del> 14	<del>169715</del> 88	<del>178216</del> 68	<del>175218</del> 72	<del>183919</del> 65	<del>20242163</del>
9	<del>154516</del> 51	<del>162417</del> 35	<del>170418</del> 21	<del>179019</del> 13	<del>188020</del> 08	<del>20682210</del>
10	<del>158316</del> 92	<del>166617</del> 80	<del>186917</del> 49	<del>183719</del> 63	<del>192720</del> 59	<del>21212267</del>
11	<del>162417</del> 35	<del>170418</del> 21	<del>179019</del> 13	<del>188020</del> 08	<del>197421</del> 10	<del>21822331</del>
12	<del>166617</del> 80	<del>174918</del> 69	<del>183719</del> 63	<del>192720</del> 59	<del>202521</del> 64	<del>22262378</del>
13	<del>170418</del> 21	<del>179019</del> 13	<del>188020</del> 08	<del>197421</del> 10	<del>207322</del> 15	<del>22802436</del>
14	<del>174718</del> 67	<del>183619</del> 62	<del>192620</del> 58	<del>202421</del> 63	<del>212522</del> 71	<del>23382498</del>
15	<del>179119</del> 14	<del>188120</del> 11	<del>197721</del> 13	<del>207422</del> 16	<del>218023</del> 29	<del>23972561</del>
16	<del>183619</del> 62	<del>192620</del> 58	<del>202421</del> 63	<del>212522</del> 71	<del>223423</del> 87	<del>24542622</del>
17	<del>188020</del> 08	<del>197421</del> 10	<del>207322</del> 15	<del>217923</del> 28	<del>228624</del> 43	<del>25162688</del>
18	<del>192720</del> 59	<del>202521</del> 64	<del>212622</del> 72	<del>223523</del> 88	<del>234625</del> 07	<del>25822759</del>
19	<del>197421</del> 10	<del>207322</del> 15	<del>217923</del> 28	<del>228624</del> 43	<del>240225</del> 67	<del>26432824</del>

**Memorandum of Understanding — October 1, 202124, 2024**

20	<a href="#">202621</a> <a href="#">65</a>	<a href="#">212722</a> <a href="#">73</a>	<a href="#">223623</a> <a href="#">89</a>	<a href="#">234925</a> <a href="#">10</a>	<a href="#">246726</a> <a href="#">36</a>	<a href="#">27122897</a>
21	<a href="#">207322</a> <a href="#">15</a>	<a href="#">217923</a> <a href="#">28</a>	<a href="#">228624</a> <a href="#">43</a>	<a href="#">239725</a> <a href="#">61</a>	<a href="#">252526</a> <a href="#">98</a>	<a href="#">27772967</a>
22	<a href="#">212622</a> <a href="#">72</a>	<a href="#">223523</a> <a href="#">88</a>	<a href="#">234625</a> <a href="#">07</a>	<a href="#">246626</a> <a href="#">35</a>	<a href="#">259027</a> <a href="#">67</a>	<a href="#">28493044</a>
23	<a href="#">217923</a> <a href="#">28</a>	<a href="#">228624</a> <a href="#">43</a>	<a href="#">240225</a> <a href="#">67</a>	<a href="#">252526</a> <a href="#">98</a>	<a href="#">265128</a> <a href="#">33</a>	<a href="#">29153114</a>
24	<a href="#">223623</a> <a href="#">89</a>	<a href="#">234925</a> <a href="#">10</a>	<a href="#">246726</a> <a href="#">36</a>	<a href="#">259127</a> <a href="#">68</a>	<a href="#">272029</a> <a href="#">06</a>	<a href="#">29923196</a>
25	<a href="#">228624</a> <a href="#">43</a>	<a href="#">240225</a> <a href="#">67</a>	<a href="#">252526</a> <a href="#">98</a>	<a href="#">265128</a> <a href="#">33</a>	<a href="#">278329</a> <a href="#">73</a>	<a href="#">30623271</a>
26	<a href="#">234625</a> <a href="#">07</a>	<a href="#">246626</a> <a href="#">35</a>	<a href="#">259027</a> <a href="#">67</a>	<a href="#">271929</a> <a href="#">05</a>	<a href="#">285530</a> <a href="#">50</a>	<a href="#">31423357</a>
27	<a href="#">240225</a> <a href="#">67</a>	<a href="#">252526</a> <a href="#">98</a>	<a href="#">265128</a> <a href="#">33</a>	<a href="#">278329</a> <a href="#">73</a>	<a href="#">292231</a> <a href="#">22</a>	<a href="#">32163436</a>
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29	<a href="#">252626</a> <a href="#">99</a>	<a href="#">265228</a> <a href="#">34</a>	<a href="#">278429</a> <a href="#">74</a>	<a href="#">292431</a> <a href="#">24</a>	<a href="#">307132</a> <a href="#">81</a>	<a href="#">33783609</a>
30	<a href="#">258827</a> <a href="#">65</a>	<a href="#">271829</a> <a href="#">04</a>	<a href="#">285430</a> <a href="#">49</a>	<a href="#">299531</a> <a href="#">99</a>	<a href="#">314733</a> <a href="#">62</a>	<a href="#">34633700</a>
31	<a href="#">265128</a> <a href="#">33</a>	<a href="#">278329</a> <a href="#">73</a>	<a href="#">292231</a> <a href="#">22</a>	<a href="#">306932</a> <a href="#">79</a>	<a href="#">322334</a> <a href="#">43</a>	<a href="#">35453787</a>
32	<a href="#">271929</a> <a href="#">05</a>	<a href="#">285830</a> <a href="#">54</a>	<a href="#">299832</a> <a href="#">03</a>	<a href="#">314833</a> <a href="#">63</a>	<a href="#">330635</a> <a href="#">32</a>	<a href="#">36383886</a>
33	<a href="#">278429</a> <a href="#">74</a>	<a href="#">292431</a> <a href="#">24</a>	<a href="#">307132</a> <a href="#">81</a>	<a href="#">322434</a> <a href="#">44</a>	<a href="#">338736</a> <a href="#">18</a>	<a href="#">37253980</a>
34	<a href="#">285530</a> <a href="#">50</a>	<a href="#">299632</a> <a href="#">00</a>	<a href="#">314733</a> <a href="#">62</a>	<a href="#">330535</a> <a href="#">31</a>	<a href="#">347037</a> <a href="#">07</a>	<a href="#">38184079</a>
35	<a href="#">292231</a> <a href="#">22</a>	<a href="#">306932</a> <a href="#">79</a>	<a href="#">322334</a> <a href="#">43</a>	<a href="#">338436</a> <a href="#">15</a>	<a href="#">355237</a> <a href="#">94</a>	<a href="#">39084175</a>
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39	<a href="#">322334</a> <a href="#">43</a>	<a href="#">338436</a> <a href="#">15</a>	<a href="#">355237</a> <a href="#">94</a>	<a href="#">373139</a> <a href="#">86</a>	<a href="#">391941</a> <a href="#">86</a>	<a href="#">43114605</a>
40	<a href="#">330435</a> <a href="#">30</a>	<a href="#">347037</a> <a href="#">07</a>	<a href="#">364538</a> <a href="#">94</a>	<a href="#">382840</a> <a href="#">89</a>	<a href="#">401942</a> <a href="#">94</a>	<a href="#">44204722</a>
41	<a href="#">338736</a> <a href="#">18</a>	<a href="#">355537</a> <a href="#">98</a>	<a href="#">373239</a> <a href="#">87</a>	<a href="#">392041</a> <a href="#">87</a>	<a href="#">411643</a> <a href="#">97</a>	<a href="#">45294839</a>
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**Memorandum of Understanding – October 1, 2021-24, 2024**

44	<u>364438</u> <u>93</u>	<u>382740</u> <u>88</u>	<u>401642</u> <u>90</u>	<u>421745</u> <u>05</u>	<u>442947</u> <u>31</u>	<u>48705202</u>
45	<u>373139</u> <u>86</u>	<u>391941</u> <u>86</u>	<u>411543</u> <u>96</u>	<u>432346</u> <u>19</u>	<u>454048</u> <u>50</u>	<u>49935333</u>
46	<u>382840</u> <u>89</u>	<u>401942</u> <u>94</u>	<u>422045</u> <u>08</u>	<u>443147</u> <u>33</u>	<u>465449</u> <u>72</u>	<u>51195468</u>
47	<u>391941</u> <u>86</u>	<u>411543</u> <u>96</u>	<u>432346</u> <u>19</u>	<u>454048</u> <u>50</u>	<u>476650</u> <u>92</u>	<u>52425600</u>
48	<u>401742</u> <u>91</u>	<u>421845</u> <u>06</u>	<u>443047</u> <u>32</u>	<u>465349</u> <u>71</u>	<u>488752</u> <u>21</u>	<u>53765743</u>
49	<u>411543</u> <u>96</u>	<u>432346</u> <u>19</u>	<u>454048</u> <u>50</u>	<u>476650</u> <u>92</u>	<u>500553</u> <u>47</u>	<u>55065882</u>
50	<u>421845</u> <u>06</u>	<u>443047</u> <u>32</u>	<u>465349</u> <u>71</u>	<u>488752</u> <u>21</u>	<u>513254</u> <u>82</u>	<u>56466032</u>
51	<u>432346</u> <u>19</u>	<u>454048</u> <u>50</u>	<u>476650</u> <u>92</u>	<u>500553</u> <u>47</u>	<u>525756</u> <u>16</u>	<u>57806174</u>
52	<u>443047</u> <u>32</u>	<u>465349</u> <u>71</u>	<u>488752</u> <u>21</u>	<u>513254</u> <u>82</u>	<u>538957</u> <u>57</u>	<u>59286333</u>
53	<u>454048</u> <u>50</u>	<u>476650</u> <u>92</u>	<u>500553</u> <u>47</u>	<u>525756</u> <u>16</u>	<u>552058</u> <u>96</u>	<u>60746488</u>
54	<u>465349</u> <u>71</u>	<u>488752</u> <u>21</u>	<u>513254</u> <u>82</u>	<u>538957</u> <u>57</u>	<u>565960</u> <u>45</u>	<u>62236647</u>
55	<u>476650</u> <u>92</u>	<u>500553</u> <u>47</u>	<u>525756</u> <u>16</u>	<u>552058</u> <u>96</u>	<u>579661</u> <u>91</u>	<u>63766811</u>

## APPENDIX

### D

#### PROCEDURE FOR RELEASE OF EMPLOYEES AND STEWARDS FOR REPRESENTATION OF EMPLOYEES

Employees desiring representation by an Employee Association shall first request release time from their immediate supervisor. Supervisors are to provide, within a reasonable period of time, sufficient time for an employee to receive representation. If the time and duration of release is during an emergency, when coverage for the employee is not possible, or essential services may not be interrupted, the supervisor may temporarily deny the release until such time arrangements can be made. Once a time and duration has been agreed upon between the employee requesting representation and his/her supervisor, the employee contacts his/her Steward or the respective Employee Association to obtain representation.

Stewards contacted for assistance in representation will obtain their supervisor's approval for the time and duration requested. Supervisors are to provide Stewards reasonable time to represent employees, but may restrict release in cases of emergencies, lack of coverage, or where essential services may not be interrupted. If no other Steward or paid representative is able to provide representation when needed, the Steward should advise and work with his/her supervisor and the supervisor of the employee to arrange a mutual time when the employee and his/her representative may meet.

#### **EMPLOYEE REPRESENTATION RELEASE RECORD**

When an agreed upon release time has been approved, the Steward shall initiate completion of the form and have the employee, employee's supervisor and Steward's supervisor complete and sign the record after the representation has been completed.

The original is to be sent to the APCO, with copies to the Steward and his/her supervisor.

EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative

\_\_\_\_\_

\*\*\*\*\*

Employee Requesting Representation: \_\_\_\_\_

Reason: [ ] Grievance [ ] Discipline Appeal

Time of Representation: \_\_\_\_\_ to \_\_\_\_\_

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

Date: \_\_\_\_\_

\*\*\*\*\*

Employee's Supervisor:

\_\_\_\_\_

Time of Request:

\_\_\_\_\_

Release Time Approved: \_\_\_\_\_ to \_\_\_\_\_

Actual Release Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

Steward/Employee Representative Supervisor:

\_\_\_\_\_

Time Request Made: \_\_\_\_\_ Date: \_\_\_\_\_

Time Granted: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Steward/Employee Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX**

**E**

**CATASTROPHIC LEAVE POOL AGREEMENT**

## APPENDIX

### E

#### CATASTROPHIC LEAVE POOL AGREEMENT

This agreement is entered into between the Butte County Air Quality Management District hereinafter referred to as District, and the Employees' Association, hereinafter referred to as the Employee Association, to implement a Catastrophic Leave Pool for employees in the General Unit and/or Administration Unit.

The purpose of the Catastrophic Leave Pool is to enable employees in to receive and donate vacation, [administrative leave](#) and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family as defined in Section 11 in this MOU.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.
2. The leave pool shall be administered by the APCO or his or her designated representative.
3. Donations may be made between bargaining units if, mutually agreed by the respective units and the District.
4. Employees must be in regular appointed positions to be eligible for catastrophic leave.
5. The employee may be on disability benefits and use the leave pool credits in the same manner that sick leave is used to supplement disability benefits.
6. All donations are to be confidential, between the donating employee and the APCO.
7. Employees donating to the pool must have forty (40) hours of vacation available after making a donation.
8. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation.
9. Donation will be subject to applicable tax laws.
10. The availability of Catastrophic Leave shall not delay or prevent the District from taking action to medically separate or disability retire an employee.
11. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification as evidence by a Physician's Statement that the presence of the employee is necessary.

**APPENDIX**

**F**

**FLEXIBLE BENEFITS OPTIONS**

**APPENDIX**

**F**

**FLEXIBLE BENEFIT OPTIONS**

Employee A

1. Core Plan (must enroll in all three).
  - a. A PERS medical option.
  - b. Delta Dental Plan Options.
  - c. Vision Services Plan.
2. Flexible Benefit Options
  - a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:  
Dependent Care.  
Unreimbursed medical expenses.

Employee B

1. Flexible Benefit Options
  - a. Taxable cash back of up to the current District contribution for employee only (based on sufficient flex credits).
  - b. Pre-Tax spending accounts:  
Dependent Care.  
Unreimbursed medical expenses.

**Memorandum of Understanding – October 24, 2024**

For the Butte County Air Quality Management District, Employees' Association

Ratified by the Employees' Association, on this \_\_\_\_\_ day of October, 2024.

\_\_\_\_\_  
*Employees' Association*

\_\_\_\_\_  
*Employees' Association*

**District Ratification**

Approved by the Butte County Air Quality Management District Governing Board of Directors this 24th day of October, 2024. Resolution Order No. 2024-12.

\_\_\_\_\_  
*Tami Ritter,*  
*Chair, Butte County AQMD*

Approved As to Form:

\_\_\_\_\_  
Gregory Einhorn, Esq.  
District Counsel

ATTEST:

Stephen Ertle  
Director / Air Pollution Control Officer

By: \_\_\_\_\_

Kelly Towne, Clerk of the Board

By: \_\_\_\_\_

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TAMI RITTER, CHAIR  
Supervisor, District #3

ADDISON WINSLOW, VICE CHAIR  
Councilmember, Chico

BILL CONNELLY  
Supervisor, District #1

PETER DURFEE  
Supervisor, District #2

TOD KIMMELSHUE  
Supervisor, District #4

DOUG TEETER  
Supervisor, District #5

CHUCK NUCHOLS  
Vice Mayor, Biggs

ANGEL CALDERON  
Councilmember, Gridley

ERIC SMITH  
Vice Mayor, Oroville

ROSE TRYON  
Councilmember, Paradise

STEPHEN ERTLE  
Air Pollution Control Officer

PATRICK LUCEY  
Assistant Air Pollution Control Officer

Date of Release: October 17, 2024  
Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors  
From: Stephen Ertle, Air Pollution Control Officer  
Staff Contact: Aleah Ing, Administrative Services Officer  
Re: **FY24/25 1<sup>st</sup> Quarter Grant Earnings Report**

**ISSUE:**

Quarterly status of Grant Implementation Fund Earnings.

**ACTION REQUESTED:**

Accept and file report.

**DISCUSSION:**

The attached report summarizes the earnings of grant funds between July 2024 to September 2024 (Fiscal 1<sup>st</sup> Quarter). Due to the timing of implementation of each of the grants, the number of hours and costs related to the implementation will vary between quarters.

Fiscal Year to Date Grant Implementation Earnings Summary				
	Jul 24 - Sept 24	Budget	\$ Over Budget	% of Budget
AB 617 Implementation Funds	18,418.11	111,690.63	(93,272.52)	16%
Carl Moyer, RAP & Reserve Grant Funds	18,653.71	42,941.12	(24,287.41)	43%
Community CAP Grant Funds	31,359.01	67,936.74	(36,577.73)	46%
WoodSmoke Grant Funds	4,555.65	4,555.65	-	100%
FARMER Grant Funds	33,258.36	93,531.12	(60,272.76)	36%
	106,244.84	320,655.26	(214,410.42)	33%

Attachment:

2024-09-30 FY 24-25 1<sup>st</sup> Quarter Grant Earnings Report.

# Agenda Item 6

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**Butte Co. Air Quality Management Dist.**  
**Grant Status - Budget vs. Actual**  
 July 2024- Sept 2024 -25% of the Year

**AB 617 Implementation Funds**

	<b>Jul 24 - Sept 24</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>6/30/2025 Projected Balances</b>				
<b>Unearned - Deferred Inflows</b>				
<b>AB617 Implementation Funds</b>				
6/30/2024 Unearned Balance	145,012.75	145,012.75	0.00	100.0%
Unearned added during FY 24-25	16.45	23,274.25	-23,257.80	0.07%
Implementation Funds Recognized during FY 24-25	18,418.11	111,690.63	-93,272.52	16.49%
<b>6/30/2025 Projected Unearned Balance</b>	<b>126,611.09</b>	<b>56,596.37</b>	<b>70,014.72</b>	<b>223.71%</b>
Budgeted Actual vs Budgeted Hours	53.75	40.00	13.75	134.38%

**Carl Moyer, RAP & Reserve Grant Funds**

	<b>Jul 24 - Sept 24</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>6/30/2024 Projected Balances</b>				
<b>Unearned - Deferred Inflows</b>				
<b>Carl Moyer Implementation Funds</b>				
6/30/2024 Unearned Balance	80,691.61	80,691.61	0.00	
Unearned added during FY 24-25	0.00	0.00	0.00	0.0%
Implementation Funds Recognized during FY 24-25	18,653.71	42,941.12	-24,287.41	43.44%
<b>6/30/2025 Projected Unearned Balance</b>	<b>62,037.90</b>	<b>37,750.49</b>	<b>24,287.41</b>	
Budgeted Actual vs Budgeted Hours	173.75	320.00	-146.25	54.3%

**Restricted (budget to expend all grant pass through funds)**

6/30/2024 Restricted Balance	497,553.69	497,553.69	0.00	
Restricted added during FY 24-25	93.30	284.38	-191.08	32.81%
Restricted expended during FY 24-25	271,438.61	497,838.07	-226,399.46	54.52%
<b>Balance</b>	<b>226,208.38</b>	<b>0.00</b>	<b>226,208.38</b>	

**Community CAP Grant Funds**

	<b>Jul 24 - Sept 24</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>6/30/2024 Projected Balances</b>				
<b>Unearned - Deferred Inflows</b>				
<b>CAP Implementation Funds</b>				
6/30/2024 Unearned Balance	314,225.91	314,225.91	0.00	
Unearned added during FY 24-25	138,222.73	142,480.61	-4,257.88	97.01%
Implementation Funds Recognized during FY 24-25	31,359.01	67,936.74	-36,577.73	46.16%
<b>6/30/2025 Projected Unearned Balance</b>	<b>421,089.63</b>	<b>388,769.78</b>	<b>32,319.85</b>	
Budgeted Actual vs Budgeted Hours	173.75	508.00	-334.25	34.2%

**Restricted (budget to expend all grant pass through funds)**

6/30/2024 Restricted Balance	1,279,729.86	1,279,729.86	0.00	
Restricted added during FY 24-25	0.00	967,559.27	-967,559.27	0.0%
Restricted expended during FY 24-25	162,505.56	2,247,289.13	-2,084,783.57	7.23%
<b>6/30/2025 Projected Balance</b>	<b>1,117,224.30</b>	<b>0.00</b>	<b>1,117,224.30</b>	

### WoodSmoke Grant Funds

	Jul 24 - Sept 24	Budget	\$ Over Budget	% of Budget
<b>6/30/2024 Projected Balances</b>				
<b>Unearned - Deferred Inflows</b>				
<b>WoodSmoke Implementation Funds</b>				
6/30/2024 Unearned Balance	4,555.65	4,555.65	0.00	
Unearned added during FY 24-25	0.00	0.00	0.00	0.0%
Interest added FY 24-25	5.91	0.00	0.00	100.0%
Implementation Funds Recognized during FY 24-25	4,555.65	4,555.65	0.00	100.0%
<b>6/30/2025 Projected Unearned Balance</b>	<b>5.91</b>	<b>0.00</b>	<b>0.00</b>	
<b>Budgeted Actual vs Budgeted Hours</b>	<b>48.75</b>	<b>227.59</b>	<b>-178.84</b>	<b>21.42%</b>
<b>Restricted (budget to expend all grant pass through funds)</b>				
6/30/2024 Restricted Balance	259,837.52	259,837.52	0.00	
Restricted added during FY 24-25	0.00	0.00	0.00	0.0%
Restricted Interest added FY 24-25	0.00	0.00	0.00	
Restricted expended during FY 24-25	127,494.25	259,837.52	-132,343.27	49.07%
<b>6/30/2025 Projected Balance</b>	<b>132,343.27</b>	<b>0.00</b>	<b>132,343.27</b>	

### FARMER Grant Funds

	Jul 24 - Sept 24	Budget	\$ Over Budget	% of Budget
<b>6/30/2025 Projected Balances</b>				
<b>Unearned - Deferred Inflows</b>				
<b>FARMER Implementation Funds</b>				
6/30/2024 Unearned Balance	364,874.65	364,874.65	0.00	
Unearned added during FY 24-25	0.00	0.00	0.00	0.0%
Implementation Funds Recognized during FY 24-25	33,258.36	93,531.12	-60,272.76	35.56%
<b>6/30/2025 Projected Unearned Balance</b>	<b>331,616.29</b>	<b>271,343.53</b>	<b>60,272.76</b>	
<b>Budgeted Actual vs Budgeted Hours</b>	<b>188.00</b>	<b>697.00</b>	<b>-509.00</b>	<b>26.97%</b>
<b>Restricted (budget to expend all grant pass through funds)</b>				
6/30/2024 Restricted Balance	699,036.23	699,036.23	0.00	
Restricted added during FY 24-25	170.47	682.50	-512.03	24.98%
Restricted expended during FY 24-25	632,221.80	699,718.73	-67,496.93	90.35%
<b>6/30/2025 Projected Balance</b>	<b>66,984.90</b>	<b>0.00</b>	<b>66,984.90</b>	



TAMI RITTER, CHAIR  
*Supervisor, District #3*

ADDISON WINSLOW, VICE CHAIR  
*Councilmember, Chico*

BILL CONNELLY  
*Supervisor, District #1*

PETER DURFEE  
*Supervisor, District #2*

TOD KIMMELSHUE  
*Supervisor, District #4*

DOUG TEETER  
*Supervisor, District #5*

CHUCK NUCHOLS  
*Vice Mayor, Biggs*

ANGEL CALDERON  
*Councilmember, Gridley*

ERIC SMITH  
*Vice Mayor, Oroville*

ROSE TRYON  
*Councilmember, Paradise*

STEPHEN ERTLE  
*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Riley Peacock, Air Quality Engineer II

Re: **AB2588 Annual Report**

**ISSUE:**

Status of the District's AB 2588 Air Toxics "Hot Spots" Program and updates to Emissions Inventory and Guidelines (EICG) Regulation and Facility Status List.

**ACTION REQUESTED:**

Following a Public Hearing, approve the report.

**DISCUSSION:**

The attached report summarizes the status of facilities subject to the requirements of the AB 2588 Air Toxics "Hot Spots" Information and Assessment Act (AB 2588) pursuant to the requirements of the California Health and Safety Code Section 44300, et. seq. Eight (8) new facilities were added in 2023, all of which are in the IWS-ICE, IWS-GDF, or Exempt category.

New facilities include: Butte County Hall of Records, Can Do Innovation Center, LLC, Wagon Wheel Market, Kiewit Infrastructure West Co., United Parcel Service, Almont Orchards Inc., Paradise Aquatic Park, and Chico Air Attack Base.

Facilities are exempt when they have a Prioritization score of less than one (1) and have the potential to emit less than ten (10) tons per year with no toxic significance.

Attachment: 2024 Annual Report Air Toxics "Hot Spots" Program.

# Agenda Item 7

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# 2024 ANNUAL REPORT

## AB 2588 AIR TOXICS “HOT SPOTS” PROGRAM

October 24, 2024

### *Preface*

*The Air Toxics “Hot Spots” Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air quality management and air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry. The AB 2588 Program Annual Report is published to provide the public with information regarding the AB 2588 Program of the Butte County Air Quality Management District (District). The enabling statutes (California Health & Safety Code (HSC) Sections 44300-44394) require the California Air Resources Board (CARB) and local air districts to implement the “Hot Spots” Program. This report describes the current reporting and evaluation status for facilities being tracked under this program. This annual report is required by California HSC Section 44363.*

## INTRODUCTION

The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify nearby residents of significant risks.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires certain emitters of airborne toxic compounds to submit toxic emissions inventory reports and updates. Facilities meeting Board-specified criteria must also complete health risk assessments. AB 2588 further requires the District to prepare an annual report summarizing progress on the implementation of the program.

HSC Section 44363 requires that the District Board conduct a public hearing concerning the subject report which must include information on the following:

- 1) The prioritization of facilities for the purpose of performing a health risk assessment for air emissions of listed substances;
- 2) The ranking and identification of facilities according to the degree of cancer risk posed to surrounding receptors;
- 3) The identification of facilities which expose individuals or populations to any non-cancer health risks; and
- 4) The status of development of control measures to reduce emissions of toxic air contaminants, if any.

## **AIR TOXICS “HOT SPOTS” PROGRAM**

The AB 2588 Program (HSC Sections 44300 et seq.) established a process to compile an inventory of air toxics emissions from specified facility categories in California and to assess the potential risks to public health as a result of exposure to those emissions. AB 2588 also requires that the public be notified of facilities whose emissions pose significant health risks. AB 2588 specifies activities that the CARB, the Office of Environmental Health Hazard Assessment (OEHHA), and the districts must carry out to implement the Act. CARB is required to adopt a fee recovery regulation to assess fees on facilities subject to the requirements to ensure that costs to implement and administer the AB 2588 Program. (HSC Section 44380.)

This report addresses the statutory requirements of the AB 2588 Program. This report does not seek to address other toxics-related issues handled by staff. For example, the District also addresses air toxics exposures during permitting of new and modified sources of air pollutants. The source permitting process may require issuance of a public notice if the proposed source releases hazardous air pollutants within 1,000 feet of a school. The District also implements State Airborne Toxic Control Measures (ATCMs) and federal National Emission Standards for Hazardous Air Pollutants (NESHAPs). ATCM and NESHAP requirements are usually implemented through a source permit or equipment registration. During this reporting year, the District has not developed control measures in addition to those required by an ATCM or NESHAP.

## **PROGRAM CATEGORIES OF DISTRICT FACILITIES**

The District began implementing the AB 2588 Program in 1989. Facilities are categorized based on their reporting status in the program. Unless the District is performing an industry-wide survey for a facility category, facilities subject to the AB 2588 Program are required to file an emissions inventory plan and report with the local air district. The District reviews and approves the plan and reports, and based on the reported emissions, performs a prioritization evaluation (develops a prioritization score for the facility).

If the prioritization score indicates further evaluation is necessary, the facility is required to perform a health risk assessment. If the results from the health risk assessment indicate a potential significant risk to the public, the facility is required to notify the public exposed to the emissions. A facility subject to the public notification requirement then may need to develop a risk reduction plan to lower the emissions below significance levels. At this time, there are no facilities identified in the District as posing a significant risk to the public.

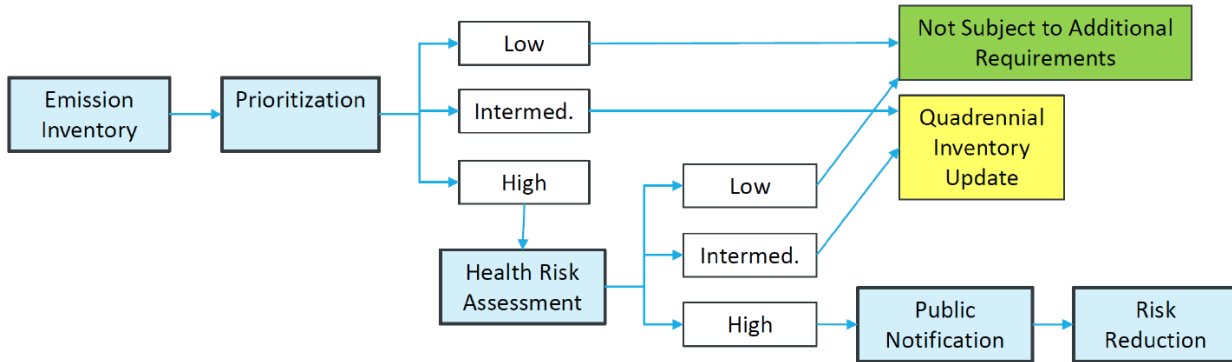
As an alternative to this process, the facility or the District can conduct a health risk assessment as part of a permitting action, provided the results identify any significant risk to the public.

After complying with the initial reporting requirements, based on the prioritization scores or health

risk assessment results, facilities may be required to submit update reports every four years. The following is a summary of the current facility update categories as identified in the Facilities List in Appendix B. A list of category definitions can be found at the beginning of the facility list in Appendix B.

## Graphic Representation of the AB 2588 Process

### AB 2588 Process



**Facility Count for 2024**

Facility Category	High	Intermediate	Exempt	Total
<b>Core</b>	<b>1</b>	<b>26</b>	<b>47</b>	<b>74</b>
<b>Exempt</b>			<b>152</b>	<b>152</b>
<b>Industry-Wide Surveys:</b>				
<b>-Autobody Shops</b>		<b>3</b>	<b>42</b>	<b>45</b>
<b>-Dry Cleaners</b>			<b>5</b>	<b>5</b>
<b>-Gasoline Dispensing</b>		<b>6</b>	<b>86</b>	<b>92</b>
<b>-Diesel Internal Combustion Engine</b>			<b>174</b>	<b>174</b>
<b>-Print Shop</b>			<b>1</b>	<b>1</b>
<b>Not Yet Prioritized</b>			<b>0</b>	<b>0</b>
<b>Totals:</b>	<b>1</b>	<b>35</b>	<b>507</b>	<b>543</b>

District staff annually review facility status as indicated on the list in Appendix B of this report. The above facility count may vary each year due to closures and /or addition of new facilities.

**Quadrennial Update Summary:**

Facilities that have a high or intermediate ranking are required to submit updates every four years (called “Quadrennial Update”) to allow the District to evaluate their current status. The next update will be required in 2025 and will cover 2020-2024.

## **HEALTH RISK ASSESSMENTS**

Since the last annual report, the District completed nine (9) health risk assessments (HRA) during the permitting process. Health risk assessments evaluate the health risk to the public due to toxic air emission from new or modified facilities. The health risks were below significance levels and the requested permit was issued by the District. These health risk assessments also satisfy the AB 2588 Program requirement for evaluating toxic air emissions. HRAs during the coming year will be conducted as warranted.

District staff continue to use the AERMOD dispersion modeling software and Health Assessment and Reporting Program Ver. 2. (HARP2) tools to evaluate source risk. The results from HARP2 are used to determine potential risk from a project for a specific site or location.

## **DEVELOPMENT OF CONTROL MEASURES**

During this reporting period, the District has continued to work with affected sources to comply with the U.S. Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAPs) at area sources. By State law, NESHAPs that do not have a corresponding Airborne Toxic Control Measure (ATCM) become ATCMs for the State. Area sources are smaller sources such as auto body shops, metal fabricators, paint manufacturers and various other spray coating operations.

NESHAPs, Subpart HHHHHH is a federal Area Source regulation to reduce toxic air contaminants, called Hazardous Air Pollutants or HAPs, from spray coating in the auto body industry and other miscellaneous metal coating operations. The District staff continue to work with new and existing spray coating sources to ensure compliance with the federal regulations.

NESHAPs, Subpart XXXXXX is a federal Area Source regulation to reduce HAPs from spray coating in the heavy construction manufacturing industry. The District has identified this regulation is applicable to one source. Applicable requirements have been incorporated into the source's permit.

NESHAPs, Subpart BBBBBB is a federal Area Source regulation to reduce HAPs from bulk gasoline terminals and distribution centers. The District has identified this regulation is applicable to one source. Applicable requirements have been incorporated into the source's permit.

NESHAPs, Subpart ZZZZ is a federal Area Source regulation to reduce HAPs from stationary reciprocating internal combustion engines. This regulation affects both spark-ignited (gasoline, natural gas and LPG) and compression ignition (diesel) engines. Most commercial, institutional, and residential emergency engines are exempt from this regulation; however, larger industrial and agricultural engines are subject to control requirements to reduce HAPs from the incomplete combustion of fuel. Regulatory requirements (primarily maintenance provisions) of this federal regulation have been incorporated into facility permits. At this time, the District has not identified any sources that require additional controls beyond what is currently permitted to comply with the regulations. Existing, large natural gas engines require an annual source test to demonstrate



compliance and the subject engines have been or are scheduled to be tested annually.

## **AB 2588 PROGRAM FEES**

Program costs may be recovered by assessing a fee to subject facilities pursuant to District Rule 506, *Air Toxics “Hot Spots” (AB 2588) Fees*. The District is required to pay a fee to the State to cover CARB’s costs. State fees are assessed by the District as a straight pass-through to the facility. The District is also authorized by Rule 506 to assess fees to cover local costs.

CARB’s AB 2588 assessment of fees for Fiscal Year 2023-2024 was \$134.00. This amount was determined by the following:

SFPP, L.P.’s Chico Terminal = \$134.00 (Category F-Complex)

State costs are allocated among the districts using a formula considering the number of facilities in each of the program categories and resource indices and are based on facility data received from the districts before September 1, 2024.

## **UPDATE TO OEHHA RISK ASSESSMENT GUIDELINES**

The passage of the Children’s Health Protection Act of 1999 (SB 25, Stats. 1999) required Office of Environmental Health Hazard Assessment (OEHHA) to re-evaluate the risk assessment methodologies to ensure infants and children are explicitly addressed in assessing risk. In the last decade, advances in science have shown that early-life exposures to air toxics contribute to an increased lifetime risk of developing cancer, or other adverse health effects, compared to exposures that occur in adulthood. On March 6, 2015, OEHHA adopted revised guidelines to address this greater sensitivity and incorporates the most recent data on childhood and adult exposure to air toxics. At their July 23, 2015 meeting, the Air Resources Board (working with CAPCOA) adopted Risk Management Guidance implementing the new guidelines.

At their December 2015 meeting, the District Board adopted amendments to the existing health risk assessment evaluation criteria incorporating the new OEHHA guidelines. At the December 2016 meeting, the District Board adopted revised Prioritization Guidelines based on the guidance from CAPCOA. The District will be reviewing and recommending updates to the other existing District AB2588 program guidance as necessary. Although emissions levels and actual exposure have not changed, the new methodology calculations will show a 1.5 to 3 times increase in inhalation health risk due to the new awareness of increased sensitivity in infants and children.

Staff from districts across the State through CAPCOA have been working to update guidance and procedures to incorporate the new risk assessment methods. The Public Notification Guidelines have been in review and are being finalized.

## **REVIEW OF NATA DATA**

Every three years, the US Environmental Protection Agency uses federal, state, and local toxic inventories to compile a comprehensive evaluation of toxic risk in a report called the National-Scale Air Toxics Assessment (NATA). During this report period, District staff has reviewed the preliminary information to help identify data errors and provide updated information to EPA on

the District's toxic sources. Staff spent considerable time and effort working with EPA and CARB staff to correct source information that was a relic of EPA's database system.

## **TOXICS EMISSION INVENTORY**

The AB2588 Emission Inventory Criteria and Guidelines requires districts to review and update toxic emissions inventory data at least every three years. District staff recently reviewed and updated the toxic inventory for applicable sources in conjunction with the fee category reporting and the 2023 emissions inventory reporting.

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# **APPENDIX A**

Public Notice

## **NOTICE OF PUBLIC HEARING**

The Governing Board of the Butte County Air Quality Management District (District) will hold a Public Hearing on October 24, 2024, at 10:00 a.m. at the Butte County Association of Governments Board Room, 326 Huss Drive, Suite 100, Chico, CA to consider the Air Toxics “Hot Spots” Information and Assessment Act of 1987 annual report of program activities. The annual report includes a summary of health risk assessments and identifies and assesses toxic air emissions from facilities within the District.

The annual report may be reviewed at the District office at the address below or on the District website: [www.bcaqmd.org](http://www.bcaqmd.org). For additional information please contact Riley Peacock at (530) 332-9400, ext. 107. Written comments on the annual report should be submitted by October 11, 2024, to: Board Clerk, Butte County Air Quality Management District, 629 Entler Avenue, Suite 15, Chico, CA 95928.

Dated: September 24, 2024  
STEPHEN ERTLE  
AIR POLLUTION CONTROL OFFICER

# **APPENDIX B**

## 2024 Facility Status List

**2024 AB 2588 "Hot Spots" Annual Report Facility Status  
Key / Legend**

<b>Facility Name</b>	Name of the facility
<b>Facility Category</b>	Facility categorization based on criteria pollutant emission quantities or source type similarity
Core	A source that is required to file the "Core" inventory reporting forms
IWS-ABS	Industry Wide Survey - Auto Body Shops
IWS-DCF	Industry Wide Survey - Dry Cleaning Facilities
IWS-GDF	Industry Wide Survey - Gas Dispensing Facilities
IWS-ICE	Industry Wide Survey - Diesel Internal Combustion Engines
IWS-PS	Industry Wide Survey - Print Shops
<b>FAC ID</b>	Facility Identification Number
<b>Update Category</b>	Ranking of a facility for inventory updates based on their prioritization score and/or risk assessment
High	A facility with a prioritization score greater than or equal to 10 (Subject to Quad Year Reporting - Next report due in 2028)
Intermediate	A facility with a prioritization score less than 10 and greater than or equal to 1 (Subject to Quad Year Reporting - Next report due in 2028)
Exempt	A facility with a prioritization score less than 1, emits less than 10 tons per year and no toxic significance.
<b>Prioritization Score</b>	The first step in a conservative risk representation for a facility.
1st value	Prioritization score for carcinogenic toxics
2nd value	Prioritization score for non-carcinogenic toxics
<b>Health Risk Assessment</b>	An evaluation of a facility's toxic air pollution by analyzing pollution control equipment and atmospheric modeling to predict health risks.
1st value	The first value is for potential cancer risk in terms of chances per one million population.
2nd value	The second value is for the hazard index associated with acute or short term health effects caused by the pollutants.
3rd value	The third value is for the hazard index associated with chronic or long-term non-cancer health effects caused by the pollutants.
<b>Source Type</b>	The type of source for a given facility.

2024 AB 2588 "Hot Spots" Annual Report Facility Status

Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assement	Source Type
CBM Warehouses	740	Core	High	10.02	26.27	Rice Drying & Milling Operations
Ameresco Butte County LLC	845	Core	Intermediate			0.003/0.01/0.96 Internal Combustion Engine: Landfill Gas:
Boeger Rice Dryer (Biggs)	742	Core	Intermediate			Rice Drying & Milling Operations
Boeger Rice Dryer (Durham)	743	Core	Intermediate			Rice Drying & Milling Operations
Butte County Rice Growers Assn	906	Core	Intermediate			Rice Storage
California State University, Chico	608	Core	Intermediate			Emergency ICE
Chico Memorial Mausoleum/Crematory	585	Core	Intermediate			Incinerators: Crematory
Doty Brick Dryer-Biggs	736	Core	Intermediate			Rice Drying & Milling Operations
Franklin Skyway Neal Road Plant	919	Core	Intermediate			.001/.15/.67 Asphalt Concrete Plant:<=100K tons/yr
Funston Industrial Sand Products	795	Core	Intermediate			0/0/0.98 Nonmetallic Mineral Processing
Graphic Packing International, Inc.	202	Core	Intermediate			Adhesives & Sealants, Graphic Arts, and Printing
Industrial Silica Products	809	Core	Intermediate			.002/.23/.01 Non-metallic mineral processing:
Knife River Construction	116	Core	Intermediate	7.10	0.25	GDF Non Retail
Lundberg Family Farms	64	Core	Intermediate	6.38	8.37	Rice Drying & Milling Operations
Lundberg Family Farms (East)	93	Core	Intermediate			Rice Drying & Milling Operations
Lundberg Family Farms (Midway)	848	Core	Intermediate	3.33	0.72	Rice Drying and Storage
Oroville Cogeneration, L.P.	56	Core	intermediate	1.11	.03	Internal Combustion Engine: NG
Ramsey Funeral Home	849	Core	Intermediate			0.03/.007/0.61 Incinerator: Crematory
Rancho Esquon, Inc. Rice Dryer	41	Core	intermediate	2.48	.58	Rice Drying & Milling Operations
Rose Chapel Crematory	571	Core	Intermediate	1.34	3.77	Incinerators: Crematory
Sewerage Commission-Oroville Region	690	Core	Intermediate	1.60	0.00	Emergency Diesel ICE Generator
SFPP, L.P. Chico Terminal	28	Core	Intermediate			5/.14/.14 Hydrocarbon Vapor Processing
Sierra Pacific Industries	2001	Core	Intermediate			Wood Sawing & Milling Operations
Sunset Moulding Company, Chico Div.	44	Core	Intermediate			0.07/0.2/0.06 Drying Kiln
SunWest Milling Company (Comet Rice)	21	Core	Intermediate			Rice Drying & Milling Operations
SunWest Wild Rice	115	Core	Intermediate			Rice Drying & Milling Operations
Table Mountain Quarry	47	Core	Intermediate	4	1.88	Non-metallic Mineral Processing Operations: >100K tons/yr
Berberian Nut	111	Core	Exempt			0/.017/.036 Nut Processing Operations
Biggs Gridley Memorial Hospital	605	Core	Exempt			External Combustion Device: <= 5MM Btu
Boeger Rice Dryer (Gridley)	1	Core	Exempt	0.43	0.56	Rice Drying & Milling Operations
Butte County Neal Road Recycling and Waste Facility	200	Core	Exempt			Municipal Waste Landfill
Butte County Rice Growers Assn-Riceton	65	Core	Exempt	0.00	0.01	Rice Drying & Milling Operations
Butte County Rice Growers Assn-Richvale	2	Core	Exempt	0.34	0.46	GDF Non Retail
Butte-Glenn Community College	802	Core	Exempt			External Combustion Device
Can Do Innovations Center, LLC	979	Core	Exempt			0.68/0/0 External Combustion Device
Chico Cemetery Association	569	Core	Exempt	.12	.98	Incinerators: Crematory
Chico Metal Finishing	583	Core	Exempt			Paint Bake Oven
City Of Chico Water Pollution Control Plant	625	Core	Exempt	.68	.008	Internal Combustion Engine (Methane)
City of Gridley WWTP	592	Core	Exempt			Public & Private Waste Water Treatment Works
Enloe Medical Center-Cohasset	1004	Core	Exempt			ICE Emerg (Diesel)
Enloe Medical Center-Esplenade	1003	Core	Exempt			External Combustion Device: <= 5MM Btu
Far West Rice	36	Core	Exempt	0.24	0.05	Rice Drying & Milling Operations
Feather River Hospital	639	Core	Exempt			ICE (NG) #2
Federal Cartridge Company	1001	Core	Exempt	.36	.61	Paint Bake Oven
Fenn Dryer & Elevator	42	Core	Exempt	0.03	0.09	Rice Drying & Milling Operations
Fenn Rice Dryer-Aguas Frias	735	Core	Exempt	0.08	0.20	Rice Drying & Milling Operations
Franklin Aggregate Plant	919	Core	Exempt			Non-Metallic Mineral Processing Operation
Gorrill Land Company	59	Core	Exempt	0.13	0.29	Rice Drying & Milling Operations
Granite Construction Company	16	Core	Exempt	0.53	0.03	0/0/0 Asphalt Concrete Plant: >100K, <=250K tons/yr
Highway 70 Co-Gen Energy Group, LLC	759	Core	Exempt			Prime ICE
Hunt & Sons Inc.: Vanella Bulk Plant	5301	Core	Exempt	0.00	0.00	GDF Bulk
Industrial Silica Products	123	Core	Exempt			Non-metallic Mineral Processing Operations: >10K, <=100K tons/yr
Kelleher Drier	49	Core	Exempt	0.67	0.71	Rice Drying & Milling Operations
Knife River Construction-Pentz	12	Core	Exempt			Asphalt Concrete Plant:<=100K tons/yr
Lundberg Family Farms	45	Core	Exempt	0.00	0.00	Rice Drying & Milling Operations
Meikle Drier	745	Core	Exempt			Rice Drying & Milling Operations
NESPA Enterprises, Inc.	673	Core	Exempt	.66	.55	Fiberglass & Polyester Resin Products Manufacturing

Core Facilities



2024 AB 2588 "Hot Spots" Annual Report Facility Status

	Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
Core Facilities	North State Electric & Pump	677	Core	Exempt			Reclaiming Furnace
	Old Durham Wood Inc.	890	Core	Exempt			Misc: Composting Facility
	Oroville Hospital	1005	Core	Exempt			ICE Emerg (Diesel) Cummins
	Pacific Coast Producers	43	Core	Exempt	0.14	0.49	External Combustion Device: Boiler > 10MM Btu/hr
	Paradise Aquatic Park	987	Core	Exempt			External Combustion Device: Boiler <5 MM Btu/hr
	Pre Zero US Packaging LLC	80	Core	Exempt			Adhesives and Sealants, Graphic Arts, and Printing: >200 gal/yr
	Progressive Woodworks	72	Core	Exempt			Wood Sawing & Milling Operations
	Red Top Rice Growers, Inc.	66	Core	Exempt	0.31	0.54	Rice Drying & Milling Operations
	Rio Pluma Company	749	Core	Exempt			Dryer
	Sel-Tech	69	Core	Exempt			Surface Coating Operations (b)
	Setzer Forest Products	7	Core	Exempt	.78	0	Paint Bake Oven
	Sierra Nevada Brewing Company	201	Core	Exempt			External Combustion Device: <5mmBtu/hr
	Thomas Welding and Machine	661	Core	Exempt			Surface Coating Operations
	Western Woods	696	Core	Exempt			Wood Sawing & Milling Operations
	Westgate Hardwoods, Inc.	257	Core	Exempt			Wood Sawing and Milling
	Wild Goose Storage, LLC	77	Core	Exempt			0.01/0.006/0.03 ICE [b]
Wrex Products, Inc.	78	Core	Exempt	0.01	0.00	Dryer/Kiln: Plastic Injection Mold	

	Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type	
Industry Wide Survey Facilities	Chuck Patterson Auto World	398	IWS-ABS	Intermediate		.003/.12/.02	Motor Vehicle and Mobile Equipment Coating (a)	
	Courtesy Motors Auto Center	378	IWS-ABS	Intermediate		.07/.46/0.08	Motor Vehicle and Mobile Equipment Coating (a)	
	Wittmeier Collision Center	406	IWS-ABS	Intermediate		.45/.7/.12	Motor Vehicle and Mobile Equipment Coating (a)	
	Average Joe's Customs	865	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating	
	California Color	791	IWS-ABS	Exempt		0/.08/.003	Motor Vehicle and Mobile Equipment Coating	
	Chico Collision Center	403	IWS-ABS	Exempt	0	.17	Motor Vehicle and Mobile Equipment Coating	
	City Body Repair	374	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating	
	Classic Auto Body	375	IWS-ABS	Exempt			0/.02/0	Motor Vehicle and Mobile Equipment Coating
	Coach Works, The	376	IWS-ABS	Exempt	0	.021	Motor Vehicle and Mobile Equipment Coating	
	Collision Pros	370	IWS-ABS	Exempt	0	.039	Motor Vehicle and Mobile Equipment Coating	
	Compass Equipment	763	IWS-ABS	Exempt			Surface Coating Operations	
	Concours Elite	377	IWS-ABS	Exempt	0	.324	Motor Vehicle and Mobile Equipment Coating (b)	
	E & D's Auto Body and Paint	853	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating:	
	Excel Auto Body	383	IWS-ABS	Exempt	0	.125	Motor Vehicle and Mobile Equipment Coating	
	Fifth Avenue Body Shop	384	IWS-ABS	Exempt	0	.17	Motor Vehicle and Mobile Equipment Coating	
	Garcia's Expressions Auto Body	371	IWS-ABS	Exempt	0	.093	Motor Vehicle and Mobile Equipment Coating	
	Golden State Auto Body	381	IWS-ABS	Exempt	0	.918	Motor Vehicle and Mobile Equipment Coating	
	Hamre Equipment	764	IWS-ABS	Exempt			Surface Coating Operations	
	Hays Equipment Sales	903	IWS-ABS	Exempt			Surface Coating Operation	
	Highway Motors	392	IWS-ABS	Exempt			0/.02/0	Motor Vehicle and Mobile Equipment Coating
	Hotcoats Powder Coating	814	IWS-ABS	Exempt			Surface Coating Operation	
	Jessee Equipment Mfg	824	IWS-ABS	Exempt			Surface Coating Operation	
	JP's Paint & Body Works	388	IWS-ABS	Exempt	0	.113	Motor Vehicle and Mobile Equipment Coating	
	Knockout Collision Repair	373	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating	
	Mace Performance Inc.	900	IWS-ABS	Exempt			Surface Coating Operation	
	Meagher Equipment Repair	904	IWS-ABS	Exempt			Surface Coating Operation	
	Mike Knight Customs LLC	792	IWS-ABS	Exempt	0.00	0.00	Motor Vehicle and Mobile Equipment Coating	
	Miracle Auto Painting	390	IWS-ABS	Exempt	0	.665	Motor Vehicle and Mobile Equipment Coating	
	Oroville Motors	380	IWS-ABS	Exempt	0	0	Motor Vehicle and Mobile Equipment Coating	
	Oroville Properties	237	IWS-ABS	Exempt			Surface Coating Operations	
	Paradise Auto Body	397	IWS-ABS	Exempt	0	.161	Motor Vehicle and Mobile Equipment Coating	
	Paradise High School	864	IWS-ABS	Exempt			Miscellaneous:	
	Pearson Road Collision Repair	401	IWS-ABS	Exempt	0	.128	Motor Vehicle and Mobile Equipment Coating	
	Pearson Road Collision Repair-B Location	379	IWS-ABS	Exempt			.05	Motor Vehicle and Mobile Equipment Coating
	Peterson Tractor Company	847	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating (a)	
	Pioneer Collision Center, Inc.	396	IWS-ABS	Exempt	0	.273	Motor Vehicle and Mobile Equipment Coating (a)	

2024 AB 2588 "Hot Spots" Annual Report Facility Status

Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
RJ's Painting & Equipment Repair	245	IWS-ABS	Exempt			Miscellaneous: Mobile Coating Operations
Roz Martin Auto Body & Paint	246	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating
RT's Auto Body	399	IWS-ABS	Exempt	0	.262	Motor Vehicle and Mobile Equipment Coating (a)
Vintage Hot Rod	790	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating
Weiss McNair, LLC	861	IWS-ABS	Exempt			Motor Vehicle and Mobile Equipment Coating:
3rd Generation Cleaners	875	IWS-DCF	Exempt			Dry Cleaner: Petroleum based
ACT Dry Cleaners	418	IWS-DCF	Exempt			Dry Cleaning Operations: Petroleum-Based Solvents
Chico Express Cleaners	419	IWS-DCF	Exempt			Dry Cleaning Operations: Petroleum-Based Solvents
Flair Custom Cleaners	422	IWS-DCF	Exempt			Dry Cleaning Operations: Petroleum-Based Solvents
Arco AM/PM Mini Mart #5662 (#82657)	438	IWS-GDF	Intermediate	1.02	0.10	GDF Retail
Costco Gas Station #1011	768	IWS-GDF	Intermediate	2.05	0.20	GDF Retail
Esplanade ARCO AM/PM	812	IWS-GDF	Intermediate	1.10	0.11	GDF Retail
Makerik 640	943	IWS-GDF	Intermediate	0.63	0.06	GDF Retail
Safeway Fuel Center #1125	541	IWS-GDF	Intermediate	0.99	0.10	GDF Retail & Consumer Account
Safeway Fuel Facility #1651	539	IWS-GDF	Intermediate	1.43	0.14	GDF Retail
7-Eleven Store #22468	433	IWS-GDF	Exempt	0.28	0.03	GDF Retail
7-Eleven Store #22474	434	IWS-GDF	Exempt	0.14	0.01	GDF Retail
7-Eleven Store #32401	4341	IWS-GDF	Exempt	0.66	0.07	GDF Retail
A-1 Kwik Serve	531	IWS-GDF	Exempt	0.30	0.03	GDF Retail
All Stop Market	461	IWS-GDF	Exempt	0.05	0.01	GDF Retail
Alliance Gas & Food	288	IWS-GDF	Exempt	0.28	0.03	GDF Retail
Arco AM/PM Mini Mart #5639 (#82605)	437	IWS-GDF	Exempt	0.85	0.08	GDF Retail
Bidwell Canyon Marina	445	IWS-GDF	Exempt	0.14	0.02	GDF Retail
Blue Oval Foodmart	811	IWS-GDF	Exempt	0.15	0.02	GDF Retail
Buck's Store (Roy's)	508	IWS-GDF	Exempt	0.01	0.00	GDF Retail
Butte Meadows Mercantile	510	IWS-GDF	Exempt	0.00	0.00	GDF Retail
California State Parks-Lake Oroville Rec Area	862	IWS-GDF	Exempt			Gasoline Dispensing Facility:
Canyon Lakes Market	4501	IWS-GDF	Exempt	0.20	0.02	GDF Retail
Chico Petroleum	527	IWS-GDF	Exempt	0.28	0.03	GDF Retail
Chico Super Food Mart	506	IWS-GDF	Exempt	0.11	0.01	GDF Retail
Chuck's Place /Fastrip #904	769	IWS-GDF	Exempt	0.27	0.03	GDF Retail
Circle "R" Food Mart	5091	IWS-GDF	Exempt	0.15	0.01	GDF Retail
City of Oroville Municipal Airport	284	IWS-GDF	Exempt	0.20	0.02	GDF Retail
Clear Creek Crossing	794	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Cohasset Store	513	IWS-GDF	Exempt	0.00	0.00	GDF Retail
Dawson Oil	208	IWS-GDF	Exempt	0.12	0.01	GDF Retail/GDF Bulk
Dino 8 Food & Fuel	5261	IWS-GDF	Exempt	0.30	0.03	GDF Retail
Chico Carwash	464	IWS-GDF	Exempt	0.02	0.00	GDF Retail
Esplanade Valero	465	IWS-GDF	Exempt	0.19	0.02	GDF Retail
Farmer's Market	505	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Fast-N-Easy	436	IWS-GDF	Exempt	0.10	0.01	GDF Retail
Fastrack Foodmart	487	IWS-GDF	Exempt	0.27	0.03	GDF Retail
Fastrak Gas & Food	1311	IWS-GDF	Exempt	0.17	0.02	GDF Retail
Fastrip Food Store #905	486	IWS-GDF	Exempt	0.75	0.07	GDF Retail
Fastrip Food Store #909	488	IWS-GDF	Exempt	0.45	0.05	GDF Retail
Fastrip Food Store #910	481	IWS-GDF	Exempt	0.37	0.04	GDF Retail
Flyers #46	498	IWS-GDF	Exempt	0.48	0.05	GDF Retail
Food Express #1	500	IWS-GDF	Exempt	0.15	0.02	GDF Retail
Food Express #2	494	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Frank's Beacon	468	IWS-GDF	Exempt	0.34	0.03	GDF Retail
H&S Energy Products, LLC #3014	509	IWS-GDF	Exempt	0.16	0.02	GDF Retail
H&S Energy Products, LLC #3015	520	IWS-GDF	Exempt	0.39	0.04	GDF Retail
H&S Energy Products, LLC #3016	524	IWS-GDF	Exempt	0.21	0.02	GDF Retail
H&S Energy Products, LLC #3017	474	IWS-GDF	Exempt	0.18	0.02	GDF Retail
Hill's Country Store	482	IWS-GDF	Exempt	0.03	0.00	GDF Retail
Hunt & Sons	530	IWS-GDF	Exempt	0.04	0.00	GDF Retail
Hunt Convenience Stores LLC: Freeway Union 76	469	IWS-GDF	Exempt	0.29	0.03	GDF Retail

Industry Wide Survey Facilities

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Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
Hunt Convenience Stores LLC: Magalia Valero	496	IWS-GDF	Exempt	0.22	0.02	GDF Retail
Hunt Convenience Stores LLC: Park Avenue Union 76	504	IWS-GDF	Exempt	0.22	0.02	GDF Retail
Hunt Convenience Stores LLC: PV Union 76	5021	IWS-GDF	Exempt	0.22	0.02	GDF Retail
Hwy 32 Mini Mart Valero	435	IWS-GDF	Exempt	0.03	0.00	GDF Retail
Jackpot Food Mart	484	IWS-GDF	Exempt	0.07	0.01	GDF Retail
Jiffy Food Store	514	IWS-GDF	Exempt	0.05	0.01	GDF Retail
K & B Mart Valero	442	IWS-GDF	Exempt	0.14	0.01	GDF Retail
Kwik Stop	483	IWS-GDF	Exempt	0.05	0.01	GDF Retail
Kwik Food Mart	405	IWS-GDF	Exempt	0.03	0.00	GDF Retail
Lakeside Market & Gas	455	IWS-GDF	Exempt	0.32	0.03	GDF Retail
Lally AM/PM	440	IWS-GDF	Exempt	0.83	0.08	GDF Retail
Lucky Food and Gas	4561	IWS-GDF	Exempt	0.05	0.00	GDF Retail
Mac's Market	491	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Mangrove Minimart	471	IWS-GDF	Exempt	0.05	0.01	GDF Retail
Maverik 640 Oroville	943	IWS-GDF	Exempt	0.63	0.06	GDF Retail
Maxx For Less	463	IWS-GDF	Exempt	0.56	0.06	GDF Retail
Mobil #53858	499	IWS-GDF	Exempt	0.47	0.05	GDF Retail
Mobil #58306	497	IWS-GDF	Exempt	0.47	0.05	GDF Retail
Money Saver	470	IWS-GDF	Exempt	0.08	0.01	GDF Retail
More 4 Less Mart	480	IWS-GDF	Exempt	0.06	0.01	GDF Retail
NAZ Food Mart	515	IWS-GDF	Exempt	0.28	0.03	GDF Retail
Northgate Petroleum Company	485	IWS-GDF	Exempt	0.34	0.03	GDF Retail (Bulk)
Ohri Chevron	448	IWS-GDF	Exempt	0.28	0.03	GDF Retail
Paradise ARCO	439	IWS-GDF	Exempt	0.81	0.08	GDF Retail
Parker's Corner	462	IWS-GDF	Exempt	0.17	0.02	GDF Retail
PDQ Market & Deli	502	IWS-GDF	Exempt	0.31	0.03	GDF Retail
Quick Stop #11	492	IWS-GDF	Exempt	0.11	0.01	GDF Retail
Quick Stop #2-Valero	831	IWS-GDF	Exempt	0.37	0.04	Retail GDF
Quick Stop Market #1	512	IWS-GDF	Exempt	0.01	0.00	GDF Retail
Ranchaero Airport	681	IWS-GDF	Exempt	0.05	0.01	GDF Retail (Aviation)
Reliance Gas	493	IWS-GDF	Exempt	0.19	0.02	GDF Retail
Royal Mini Mart	478	IWS-GDF	Exempt	0.13	0.01	GDF Retail
Gold Star Grocery	916	IWS-GDF	Exempt	0.16	0.02	GDF Retail
Skyway Gas & Food	5081	IWS-GDF	Exempt	0.44	0.04	GDF Retail
Southside Mini Mart	528	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Stohlman's Union Station	516	IWS-GDF	Exempt	0.07	0.01	GDF Retail
Stop and Shop	477	IWS-GDF	Exempt	0.08	0.01	GDF Retail
Tesoro/Shell #68181	525	IWS-GDF	Exempt	0.30	0.03	GDF Retail
Thornton's Chevron	519	IWS-GDF	Exempt	0.79	0.08	GDF Retail
Tina's Mini Mart	490	IWS-GDF	Exempt	0.17	0.02	GDF Retail
USA Mini Mart	495	IWS-GDF	Exempt	0.13	0.01	GDF Retail
Vasu Food & Gas	1310	IWS-GDF	Exempt			GDF Retail
Village Market	518	IWS-GDF	Exempt	0.03	0.00	GDF Retail
Wittmeier Auto Center	826	IWS-GDF	Exempt	0.08	0.01	Non-Retail GDF
Agromillora-CA	754	IWS-ICE	Exempt			Emergency ICE
American Tower Corporation #301295	879	IWS-ICE	Exempt			Emergency ICE
American Tower Corporation #8359	878	IWS-ICE	Exempt			Emergency ICE
American Tower Corporation-82517 Biggs	870	IWS-ICE	Exempt			Emergency ICE
American Tower Asset Sub, LLC #301296	952	IWS-ICE	Exempt			Emergency ICE
American Tower Asset Sub, LLC (301304 - Sycamore	949	IWS-ICE	Exempt			Emergency ICE
American Towers (8361 - Hwy 99, Gridley)	948	IWS-ICE	Exempt			Emergency ICE
AT & T Mobility CVU0272 - Skyway	881	IWS-ICE	Exempt			Emergency ICE
AT&T #CAK023	603	IWS-ICE	Exempt			Emergency ICE
AT&T-Bangor	643	IWS-ICE	Exempt			Emergency ICE
AT&T-Biggs	644	IWS-ICE	Exempt			Emergency ICE
AT&T-Chico 4th	647	IWS-ICE	Exempt			Emergency ICE
AT&T-Gridley	648	IWS-ICE	Exempt			Emergency ICE

Industry Wide Survey Facilities

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Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
AT&T-Magalia	238	IWS-ICE	Exempt			Emergency ICE
AT&T-Oroville Myers St	646	IWS-ICE	Exempt			Emergency ICE
AT&T-Oroville Rachel Dr	650	IWS-ICE	Exempt			Emergency ICE
AT&T-Paradise	649	IWS-ICE	Exempt			Emergency ICE
AT&T-Pulga	240	IWS-ICE	Exempt			Emergency ICE
AT&T-Richvale	239	IWS-ICE	Exempt			Emergency ICE
Atria Paradise	640	IWS-ICE	Exempt			Emergency ICE
Beale Air Force Base	274	IWS-ICE	Exempt			Emergency ICE
Blue Oak Terrace, LLC	277	IWS-ICE	Exempt			Emergency ICE
Build with Ferguson	863	IWS-ICE	Exempt			Emergency ICE
Butte County Courts-Superior Court/JCC	787	IWS-ICE	Exempt			Emergency ICE
Butte County Hall of Records	966	IWS-ICE	Exempt		0/0/0.005	Emergency ICE
Butte County Juvenile Hall	784	IWS-ICE	Exempt			Emergency ICE
Butte Creek Estates	785	IWS-ICE	Exempt			Emergency ICE
Butte Creek Estates Pump #3	825	IWS-ICE	Exempt			Emergency ICE
Butte Regional Transit Operations Center	894	IWS-ICE	Exempt			Emergency ICE
CA Dept of Water Resources-99 Fish Hatchery	835	IWS-ICE	Exempt			Emergency ICE
CA Dept of Water Resources-Hyatt Power Plant	836	IWS-ICE	Exempt			Emergency ICE
CA Dept of Water Resources-O&M Hdqtrs	834	IWS-ICE	Exempt			Emergency ICE
CA Dept of Water Resources-Oro Dam Spillway	837	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 23-01	617	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 32-01	613	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 44-01	610	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 53-01	616	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 56-01	618	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 59-01	623	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 66-01	611	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 67-01	622	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 72-01	620	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 73-01	205	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 75-01	206	IWS-ICE	Exempt			Emergency ICE
Cal Water Service Company 76-01	207	IWS-ICE	Exempt			Emergency ICE
Sinclair Television of California	656	IWS-ICE	Exempt			Emergency ICE
Sinclair Television of California	657	IWS-ICE	Exempt			Emergency ICE
California Highway Patrol-Southgate Ln	908	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #14-01	771	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #15-01	806	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #38-01	912	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #39	839	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #49	920	IWS-ICE	Exempt		2.02/0/.0005	Emergency ICE
California Water Service Company #50-01	909	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #53-01	806	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #65	921	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #66-01 C&D	611	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #70-01	913	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #79-01	635	IWS-ICE	Exempt			Emergency ICE
California Water Service Company #79-01	635	IWS-ICE	Exempt			Emergency ICE
California Water Service Company (Station 42)	884	IWS-ICE	Exempt			Emergency ICE
California Water Service Company CSC	772	IWS-ICE	Exempt			Emergency ICE
Chico Student Housing	918	IWS-ICE	Exempt			Emergency ICE
City of Biggs-2nd Street Well	859	IWS-ICE	Exempt			Emergency ICE
City of Biggs-Family Park Well	860	IWS-ICE	Exempt			Emergency ICE
City of Biggs-Sewer Pump Station	858	IWS-ICE	Exempt			Emergency ICE
City of Chico City Hall	896	IWS-ICE	Exempt			Emergency ICE
City of Chico Creekside Landing Subdivision	793	IWS-ICE	Exempt			Emergency ICE
City of Chico Fire Station #1	897	IWS-ICE	Exempt			Emergency ICE
City of Chico Fire Station #3	777	IWS-ICE	Exempt			Emergency ICE

Industry Wide Survey Facilities

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Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
City of Chico Fire Station #4	631	IWS-ICE	Exempt			Emergency ICE
City of Chico Fire Station #5	630	IWS-ICE	Exempt			Emergency ICE
City of Chico Fire Training Center	629	IWS-ICE	Exempt			Emergency ICE
City of Chico Municipal Airport-ICE	633	IWS-ICE	Exempt			Emergency ICE
City of Chico Police Dept	632	IWS-ICE	Exempt			Emergency ICE
City of Chico-Lassen/Cussick Lift Station	270	IWS-ICE	Exempt			Emergency ICE
City of Chico-NW Lift Station	752	IWS-ICE	Exempt			Emergency ICE
City of Gridley City Hall	866	IWS-ICE	Exempt			Emergency ICE
City of Gridley Industrial Park	867	IWS-ICE	Exempt			Emergency ICE
City of Oroville Fire and Police	798	IWS-ICE	Exempt			Emergency ICE
City of Oroville Huntoon Lift Station	799	IWS-ICE	Exempt			Emergency ICE
City of Oroville Olive Glen Lift Station	797	IWS-ICE	Exempt			Emergency ICE
Comcast Cable	286	IWS-ICE	Exempt			Emergency ICE
Country Crest Post Acute	758	IWS-ICE	Exempt			Emergency ICE
Deer Creek Broadcasting	757	IWS-ICE	Exempt			Emergency ICE
Durham Irrigation District Well #4	638	IWS-ICE	Exempt			Emergency ICE
Durham Irrigation District Well #5	209	IWS-ICE	Exempt			Emergency ICE
Enloe Medical Center Business Services Center	1008	IWS-ICE	Exempt			Emergency ICE
Enloe Medical Center Esplanade Data Center	1009	IWS-ICE	Exempt			Emergency ICE
Enloe Outpatient Center	1007	IWS-ICE	Exempt			Emergency ICE
Feather River Hospital (Hospice Center)	914	IWS-ICE	Exempt			Emergency ICE
Feather River Tribal Health	753	IWS-ICE	Exempt			Emergency ICE
Fedex Freight-CHI Durham	871	IWS-ICE	Exempt			Emergency ICE
Gran Mutual Water Company	773	IWS-ICE	Exempt			Emergency ICE
Gran Mutual Water Company	774	IWS-ICE	Exempt			Emergency ICE
Heron Landing Subdivision	775	IWS-ICE	Exempt			Emergency ICE
Home Depot #6609, The	39	IWS-ICE	Exempt			Emergency ICE
Home Depot #8975, The	213	IWS-ICE	Exempt			Emergency ICE
JC Penney Company	216	IWS-ICE	Exempt			Emergency ICE
Johnson Ranch, Lewis	218	IWS-ICE	Exempt			Internal Combustion Engine: Prime
Keefer Creek Estates Mutual Water Company	676	IWS-ICE	Exempt			Emergency ICE
Kiewit Infrastructure West Co.	989	IWS-ICE	Exempt			Prime ICE
Lake Oroville Area PUD Hanging Tree	225	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD L-1	222	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD L-2	223	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD L-3	224	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD Mooretown	221	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD Royal Oaks	226	IWS-ICE	Exempt			Emergency ICE
Lake Oroville Area PUD Vista Del Cerro	911	IWS-ICE	Exempt			Emergency ICE
Century Link - Gridley BGGSCAA1	665	IWS-ICE	Exempt			Emergency ICE
Century Link - Chico CHICCALZ	664	IWS-ICE	Exempt			Emergency ICE
Lifetouch National School Studios	877	IWS-ICE	Exempt			Emergency ICE
Lowe's Home Improvement Warehouse #1201	641	IWS-ICE	Exempt			Emergency ICE
MCI-Durham	669	IWS-ICE	Exempt			Emergency ICE
North Butte County Courthouse/JCC	895	IWS-ICE	Exempt			Emergency ICE
North Valley Indian Health	805	IWS-ICE	Exempt			Emergency ICE
North Valley Organic Recycling	672	IWS-ICE	Exempt			Prime ICE
North Valley Wood & Aggregate Recycling	101	IWS-ICE	Exempt			Emergency ICE
Orchard Supply Hardware	642	IWS-ICE	Exempt			Emergency ICE
Orient Block Offices	846	IWS-ICE	Exempt			Emergency ICE
Oroville Hospital-Doves Landing	893	IWS-ICE	Exempt			Emergency ICE
Orthopedic Associates Surgery Center	951	IWS-ICE	Exempt			Emergency ICE
Paradise Irrigation District	872	IWS-ICE	Exempt			Emergency ICE
Paradise Irrigation District-Magalia	652	IWS-ICE	Exempt			Emergency ICE
Century Link - CHICCAFF	244	IWS-ICE	Exempt			Emergency ICE
Riverside Point Healthcare and Wellness Centre	997	IWS-ICE	Exempt			Emergency ICE
Skyway Surgery Center	249	IWS-ICE	Exempt			Emergency ICE

Industry Wide Survey Facilities

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Facility Name	FAC ID	Facility Category	Update Category	Prioritization Score	Health Risk Assesment	Source Type
Slater Land: Digital Path	252	IWS-ICE	Exempt			Emergency ICE
Slater Land: SunGard Bi-Tech	250	IWS-ICE	Exempt			Emergency ICE
Slater Land: SunGard Bi-Tech	251	IWS-ICE	Exempt			Emergency ICE
Slater Land-Digital Path	898	IWS-ICE	Exempt			Emergency ICE
South Feather Water & Power Agency: Kelly Ridge Sta	35	IWS-ICE	Exempt			Emergency ICE
South Feather Water & Power Agency:Miners Ranch P	34	IWS-ICE	Exempt			Emergency ICE
Sprint Chico POP	659	IWS-ICE	Exempt			Emergency ICE
Sprint Oroville Switch #1	660	IWS-ICE	Exempt			Emergency ICE
The Tackle Box	905	IWS-ICE	Exempt			Emergency ICE
Thermalito Water & Sewer District-Grand	662	IWS-ICE	Exempt			Emergency ICE
Thermalito Water & Sewer District-Table Mt	663	IWS-ICE	Exempt			Emergency ICE
Thomas Farms	817	IWS-ICE	Exempt			Emergency ICE
Town of Paradise Police Dept	907	IWS-ICE	Exempt			Emergency ICE
Town of Paradise Public Works	4	IWS-ICE	Exempt			Emergency ICE
Tri Counties Bank Operations	37	IWS-ICE	Exempt			Emergency ICE
T-Mobile Site #SA876 Magalia	945	IWS-ICE	Exempt			Emergency ICE
T-Mobile Site #SA877 South Magalia	946	IWS-ICE	Exempt			Emergency ICE
T-Mobile Site #SA879 Paradise/Skyway	947	IWS-ICE	Exempt			Emergency ICE
T-Mobile Site #SA880 East Paradise	954	IWS-ICE	Exempt			Emergency ICE
T-Mobile Site #SF72XC709-NCA0548 (SC70136A)	955	IWS-ICE	Exempt			Emergency ICE
Tuscan Ridge	255	IWS-ICE	Exempt		1.0/NA/.001	Prime ICE
Verizon Wireless (VZW-Mulberry St)	899	IWS-ICE	Exempt		0.9/0.0/0.0005	Emergency ICE
Verizon Wireless-Biggs	263	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Bloomer (Berry Creek)	258	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Butte College	783	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-California Park	891	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Downtown Chico	259	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Durham Dayton	264	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-East Paradise	267	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Enloe Hospital	854	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Gridley	265	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Gridley Downtown	782	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Hooker Oak	779	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Magalia	260	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Neal Road	780	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Nelson	261	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-North Chico	262	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Oroville	266	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Oroville Gold Country Casino	829	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Paradise	778	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Park Avenue	269	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-Shippee	268	IWS-ICE	Exempt			Emergency ICE
Verizon Wireless-South Paradise	781	IWS-ICE	Exempt			Emergency ICE
Wagon Wheel Market	984	IWS-ICE	Exempt			Emergency ICE
WindChime of Chico	756	IWS-ICE	Exempt			Emergency ICE
Zayo-Biggs Amplification Facility	600	IWS-ICE	Exempt			Emergency ICE
Zayo-Chico Amplification Facility	601	IWS-ICE	Exempt			Emergency ICE
Chico Enterprise-Record	125	IWS-PS	Exempt	0.00	0.01	Printing/Publishing

Industry Wide Survey Facilities



TAMI RITTER, CHAIR  
Supervisor, District #3

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Councilmember, Chico

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Supervisor, District #1

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Supervisor, District #2

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ERIC SMITH  
Vice Mayor, Oroville

ROSE TRYON  
Councilmember, Paradise

STEPHEN ERTLE  
Air Pollution Control Officer

PATRICK LUCEY  
Assistant Air Pollution Control Officer

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Jason Mandly, Senior Air Quality Planner

Re: CAP Support Grants Approval

**ISSUE:**

The District received an additional project to be funded with Community Air Protection (CAP) Support Grants.

**ACTION REQUESTED:**

Approve award for CAP Support Grant.

**DISCUSSION:**

In May 2024, your Board approved the use of up to \$60,000 in AB 617 Implementation funds to be used towards CAP Support Grants. After outreach efforts earlier this year, staff brought the first round of awards to your Board in August 2024. \$40,000 remained unallocated after the initial awards and CAP Support Grants remained in open solicitation. The following additional project proposal was received:

**Table 1: Additional 2024 CAP Support Grant Proposed Projects Received**

Organization	Location	Proposed Project	Priority Population	Funds Requested
Chico Velo	Throughout Chico	Cargo bike for equipment transportation, outreach and accessibility	Low Income Community	\$10,000.00

The proposed project meets the goals of AB617 by either directly reducing air pollution or potentially reducing exposure to air pollution through community-based actions. Upon approval, District staff will provide the applicant direction on how to proceed with their project plan and will include reporting to quantify emission reductions of the project.

# Agenda Item 8

\$30,000 remains available for additional Community Air Protection Support Grants. The District will maintain an open solicitation for these funds and will bring any additional projects to your Board for approval at future meetings.

Attachment:

Proposal from Chico Velo.



**Community Air Protection Support Grants**  
**General Application (2024)**  
Butte County Air Quality Management District



Staff Contact: Jason Mandly, 332-9400 ext. 108  
[jmandly@bcaqmd.org](mailto:jmandly@bcaqmd.org)

Program information and details regarding eligible projects are included in the Community Air Protection Support Grants Request for Proposals document.

**Applicant Information**

Applicant (Organization/Company/Agency Name): Chico Velo

Type of Organization: 501(c)3 Non Profit

Mailing Address/Street: 125 W. 3rd St, ste 210

City/State/Zip Code: Chico, CA 95928

Contact Name: Priya Tuvell


Phone: 925-768-8686 Fax: \_\_\_\_\_ E-Mail: info@chicovelo.org

Person with contract signing authority (if different than above): \_\_\_\_\_

## Applicant Certification

As an applicant for a Butte County Air Quality Management District (District) CAP Support Grant, I certify the following:

- a. The proposed project is voluntary and not required by any local, State, and/or federal rule, regulation, memorandum, or other legally binding agreement;
- b. I understand that the applicant must disclose any additional sources of state or federal funding for the proposed project;
- c. I understand that funded projects will assist the District implement the goals of AB617, which are summarized in the state Community Air Protection Blueprint (<https://ww2.arb.ca.gov/blueprint-20>) and grant agreements between the District and the California Air Resources Board;
- d. I understand that proposed projects cannot be implemented until the District approves the project in writing. The District cannot fund retroactive projects;
- e. I understand that if awarded, District funding is designed as a reimbursement to be paid out after itemized costs have been reviewed and, if applicable, after District inspection of completed work;
- f. I understand that applications will be treated in accordance with Public Records Act requirements. Certain information subject to those requirements may be publicly disclosed.
- g. By submitting this application, the applying entity agrees to hold harmless the District, its officers, and its staff, from any liability arising from or resulting of this project. I also agree to allow the District or its designee to audit this project if awarded.

  
\_\_\_\_\_  
Signature

Priya Tuvell  
\_\_\_\_\_  
Name

9/20/2024  
\_\_\_\_\_  
Date

Co-Manager  
\_\_\_\_\_  
Title

## Project Information

For each proposed project, please submit the required information listed below. District staff will evaluate application packages and reach out if more information is needed.

- Name of project.
- Location(s) of project.
- Project overview & goals.
- Quantitative and / or qualitative description of expected emission reductions by air pollutant (particulate matter, oxides of nitrogen, reactive organic gases, toxic air contaminants, greenhouse gas emissions).
- Quantitative and / or qualitative description of expected reduction in exposure to air pollutants – either directly or indirectly (from outreach or monitoring efforts, for example).
- Estimated project timeline (projects must be funded by June 1, 2026)
- Estimated total costs.
- CAP Support Grant funding amount requested.

## **Project Information**

For each proposed project, please submit the required information listed below. District staff will evaluate application packages and reach out if more information is needed.

**Name of project:** Cargo bike for equipment transportation, outreach and accessibility

**Location(s) of project:** Chico, CA

**Project overview & goals:** We are proposing the purchase of an electric cargo bike to replace using a traditional vehicle for transporting equipment and supplies to community events. An electric cargo bike would remove the barrier of needing to have an insured vehicle to be on our staff, eliminate this portion of our organization's carbon footprint and reduce air pollution on a weekly basis in our community. In addition to the immediate impact, it is also our desire to serve as a case study and leverage our experience to spark interest and enthusiasm for other small businesses in Butte County to also adopt cargo bikes for local delivery and transportation needs - furthering the impact of this grant. Chico Velo is committed to this cause and would be able to utilize the cargo bike to canvas for local business interest and serve as a resource.

### **Quantitative and / or qualitative description of expected emission reductions by air pollutant (particulate matter, oxides of nitrogen, reactive organic gasses, toxic air contaminants, greenhouse gas emissions):**

Chico Velo currently transports our vendor equipment and supplies to the Chico Farmers Markets and other events at an estimated 420 miles per year. The cargo bike would eliminate 100% of these vehicle miles traveled as well as the associated GHG emissions. At an average rate of 400g of CO<sub>2</sub> emissions per mile (higher when we use older vehicles), we would eliminate a minimum of 168,000g of CO<sub>2</sub> emissions per year. Additionally, replacing a traditional internal combustion vehicle with an electric cargo bike would also eliminate the particulate matter, N<sub>2</sub>O, methane and other associated tailpipe emissions.

### **Quantitative and / or qualitative description of expected reduction in exposure to air pollutants – either directly or indirectly (from outreach or monitoring efforts, for example):**

In addition to the reduction in exposure by our staff and community by using a cargo bike over a traditional vehicle, we would also perform outreach efforts to other businesses to promote the use of electric cargo bikes for their local delivery systems. We are not aware of anyone else in the Chico area that utilizes cargo bikes, and by raising awareness of this option, we hope to influence the further elimination of air pollutants by encouraging others to use cargo bikes in their businesses.

**Estimated project timeline (projects must be funded by June 1, 2026):** The cargo bike that fulfills our needs is readily available and could be purchased as soon as funds are received. We would begin using it as soon as possible following arrival, ideally before the end of 2024 or early 2025.

**Estimated total costs: \$12,500**

**CAP Support Grant funding amount requested: \$10,000**



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Air Pollution Control Officer

PATRICK LUCEY  
Assistant Air Pollution Control Officer

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact: Aleah Ing, Administrative Services Officer

Re: **Budget Amendments for FY 2023-24 and FY 2024-25**

**ISSUE:**

Financial activity requires budget transfers and amendment.

**ACTION REQUESTED:**

Approve budget transfers and amendments for both FY 2023-24 and FY 2024-25.

**DISCUSSION:**

When preparing the budget, the District estimates what portion of grants will be recognized and passed through for emission reduction projects during the FY 2023-24. Differences between the budgeted and actual results in the attached budget adjustments. These adjustments impact the year end fund balance which includes restricted revenues. The increase in earned implementation revenue impacts the unearned balance and the year end fund balance reflected in the budget adjustments for FY 2024-25.

The large shift in the fund balance is due to the timing of grants related to restricted funds that have not been paid out and unearned revenues that have not been recognized (earned). Staff earned more grant implementation revenue than budgeted in FY 2023-24. These amendments push the unassigned fund deficit to the FY 2024-25 Budget year. On 6/30/2025 there is estimated to be \$820,622 in unearned grant implementation funds. The table below shows the net impact to the District's unassigned fund balance after these amendments.

<b>Impact of Amendments to Budget Revenues less Expenses (no grant passthrough)</b>			
	<u>Adopted</u>	<u>Amended</u>	<u>Net Change</u>
FY 23-24 Budget	(173,004.97)	189,040.60	362,045.57
FY 24-25 Budget	(179,602.88)	(301,357.47)	(121,754.59)
Projected Net Increase to Unassigned Fund Balance at 24-25 Year End			<b>(240,290.98)</b>

Attachment:

FY 2023-24 Comparative Budget Amendments.

FY 2024-25 Comparative Budget Amendments.

# Agenda Item 9

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**Butte County Air Quality Management District**  
**Final Comparative Budget Analysis**

		FY 2023-2024			As of 6/30/24	
		FY 2023-24	FY 2023-24	Yr End Projected	FY 2023-24	FY 2023-24
		<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Amendments</u>	<u>Final Projected</u>	<u>YTD Actuals</u>
<b>REVENUE</b>						
<u>Licenses &amp; Permits</u>						
4213010	Ag Burn Permits	100,000.00	95,000.00		95,000.00	96,235.69
4213013	Ag Engine Registration Program	11,350.00	14,450.00		14,450.00	14,446.79
4213020	Title V Permits	4,500.00	4,682.00		4,682.00	4,681.55
4213030	Operating Permits	477,000.00	519,000.00		519,000.00	501,374.53
4213035	Portable Engine Registration	48,000.00	43,000.00		43,000.00	41,291.34
4213038	Asbestos Program	5,000.00	6,000.00		6,000.00	9,664.35
4213040	Auth to Construct	29,000.00	33,000.00		33,000.00	33,526.05
4213055	Emission Reduction Fee	-	-		-	-
4213060	Misc. Other Permits	600.00	-		-	-
*move from Misc # 4213061 Technical Evaluation Fees - new acct #		5,000.00	15,100.00		15,100.00	\$ 15,206.02
<b>421 - Licenses &amp; Permits</b>		<b>680,450.00</b>	<b>730,232.00</b>	<b>0.00</b>	<b>730,232.00</b>	<b>716,426.32</b>
<u>Fines, Forfeitures &amp; Penalties</u>						
4300001	Civil Settlements	30,000.00	45,000.00		45,000.00	46,089.84
<b>430 - Fines, Forfeitures &amp; Penalties</b>		<b>30,000.00</b>	<b>45,000.00</b>	<b>0.00</b>	<b>45,000.00</b>	<b>46,089.84</b>
<u>Interest</u>						
Interest		2,000.00	2,000.00	56,700.00	58,700.00	58,676.15
<b>441 - Interest (Use of Money &amp; Property)</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>56,700.00</b>	<b>58,700.00</b>	<b>58,676.15</b>
<u>Intergovernmental</u>						
4510001	State Subvention	65,300.00	73,386.00		73,386.00	73,386.16
4511001	DMV Surcharge	740,000.00	738,500.00		738,500.00	725,217.61
4510500	AB2588 Hot Spots Fee	134.00	134.00		134.00	134.00
4510501	105 Grant Funding	61,012.00	61,012.00		61,012.00	61,012.00
4510502	AB 197 Funding	8,583.00	8,583.00		8,583.00	8,583.00
4510503	AB 617 Implementation Funding	94,627.54	212,071.75	(169,978.95)	42,092.80	42,092.80
4510504	Prescribed Burn Reporting & Monitoring	-	96,753.73	(81,770.03)	14,983.70	14,983.70
4510505	GHG Oil & Gas Funding	6,000.00	6,000.00		6,000.00	6,000.00
<b>Direct Intergovernmental Funds</b>		<b>975,656.54</b>	<b>1,196,440.48</b>	<b>(251,748.98)</b>	<b>944,691.50</b>	<b>931,409.27</b>
4510904	FARMER	612,237.50	1,224,474.50		1,224,474.50	1,224,474.50
4510906	Carl Moyer	375,257.66	470,483.00		470,483.00	470,483.00
4510909	WoodSmoke	205,000.00	463,270.00		463,270.00	463,270.00
4510915	Community Air Protection (CAP)	992,368.82	967,559.27	(684,025.31)	283,533.96	283,533.96
<b>Pass Through Grant Portion of Intergovernmental</b>		<b>2,184,863.98</b>	<b>3,125,786.77</b>	<b>(684,025.31)</b>	<b>2,441,761.46</b>	<b>2,441,761.46</b>
<b>451 - Intergovernmental</b>		<b>3,160,520.52</b>	<b>4,322,227.25</b>	<b>(935,774.29)</b>	<b>3,386,452.96</b>	<b>3,373,170.73</b>
<u>Misc Revenue</u>						
BCC Secretarial Duties Contract		15,870.00	15,870.00		15,870.00	\$ 17,359.65
Reimbursements (Copy & Other)		1,125.00	1,125.00		1,125.00	\$ 1,194
Fees (Finance Charges, Return Check)		2,000.00	2,000.00		2,000.00	\$ 215.49
4712523	4712523 Misc Revenue	18,995.00	18,995.00	-	18,995.00	18,769.33
<u>Implementation Revenue</u>						
Implementation portion of Interest from bank (see abov		118.31	-		-	-
YR 4 FARMER, G21-AGIP-02		248,000.00	217,060.89	(102,386.75)	114,674.14	-
YR5 FARMER, G22-AGIP-02		174,925.00	174,925.00	(174,925.00)	-	-
YR6 FARMER, G23-AGIP-02			87,463.00	(87,463.00)	-	114,674.14
Carl Moyer YR 22 RESERVE Implementation (Rebudget)		2,784.38	2,972.38		2,972.38	-
Carl Moyer YR 23 RESERVE Implementation (Rebudget)		4,391.98	1,128.62		1,128.62	-
Carl Moyer Admin YR 23, Original 20-21 Budget (Rebudg		11,451.85	-		-	-
Carl Moyer Admin YR 24, Original 21-22 Budget		12,839.83	5,095.62		5,095.62	-
Carl Moyer YR 24 RESERVE (L&G) implement		37,625.00	37,625.00	(14,210.95)	23,414.05	-
CM YR25 Regular Carl Moyer		25,000.00	14,789.58		14,789.58	-
CM YR 24 RAP		3,774.31	1,794.89		1,794.89	-
CM 25 RAP		21,426.35	21,577.34	(7,443.26)	14,134.08	-
63,329.22	CM YR 26 Regular Carl Moyer	25,000.00	25,000.00	(25,000.00)	-	63,329.22
WoodSmoke		23,152.94	49,210.00	(4,059.00)	45,151.00	45,151.00
YR3Community (CAP) Implementation (YR3)		97,486.44	99,110.22	(54,070.47)	45,039.75	-
YR 5 CAP		168,939.02	168,939.02	(150,736.74)	18,202.28	-
YR6 CAP		141,766.98	141,766.98	(101,687.18)	40,079.80	-
103,321.83	YR7 CAP		138,222.73	(138,222.73)	-	103,321.83
4712550	4712550 Implementation Administrative Funds	998,682.39	1,186,681.27	(860,205.08)	326,476.19	326,476.19
<b>471 - Other Revenues (Miscellaneous)</b>		<b>1,017,677.39</b>	<b>1,205,676.27</b>	<b>(860,205.08)</b>	<b>345,471.19</b>	<b>345,245.52</b>
<b>TOTAL REVENUE</b>		<b>4,890,647.91</b>	<b>6,305,135.52</b>	<b>(1,739,279.37)</b>	<b>4,565,856.15</b>	<b>4,539,608.56</b>

**Butte County Air Quality Management District  
Final Comparative Budget Analysis**

FY 2023-2024

As of 6/30/24

	FY 2023-24 <u>Adopted Budget</u>	FY 2023-24 <u>Amended Budget</u>	Yr End Projected <u>Amendments</u>	FY 2023-24 <u>Final Projected</u>	FY 2023-24 <u>YTD Actuals</u>
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**OPERATING EXPENSES**

**Wages, Benefits & PR Expenditures**

Salaries, Wages & PR Taxes

511000	Wages & PR Taxes	975,994.80	897,500.00		897,500.00	878,143.77
512000	Extra Help	16,000.00	14,000.00		14,000.00	14,017.59
514000	Overtime	4,000.00	-		-	-
<b>511</b>	<b>Salaries, Wages, PR Taxes</b>	<b>995,994.80</b>	<b>911,500.00</b>	<b>-</b>	<b>911,500.00</b>	<b>892,161.36</b>

Benefits

518008	Health Care	220,262.52	160,000.00		160,000.00	160,328.29
518009	Cafeteria	28,597.32	40,500.00		40,500.00	39,020.32
518010	Other Employee Benefits	27,716.43	22,500.00		22,500.00	22,577.64
<i>*New Acct 518011</i>	<i>Vehicle Allowance (moving this benefit from travel budget (537202)</i>		7,440.00		7,440.00	7,440.00
518700	Retirement (Pension ) - includes Classic, Pepra & Deferr	160,237.53	155,000.00		155,000.00	144,152.41
518800	Contrib to Pension Liability (bal as of 6/30/22 \$2,093,86	155,627.85	155,627.85	2,442.15	158,070.00	155,627.85
518900	Retiree's OPEB	54,136.20	55,500.00		55,500.00	51,797.37
518901	Contrib to OPEB Liability (net bal as of 6/30/23 \$314,39	35,630.00	35,630.00	(2,442.15)	33,187.85	35,630.00
<b>518</b>	<b>Benefits</b>	<b>682,207.85</b>	<b>632,197.85</b>	<b>-</b>	<b>632,197.85</b>	<b>616,573.88</b>

**Operating Expenditures**

Materials & Supplies

521104	Postage	3,722.42	3,722.42		3,722.42	3,220.00
522201	Office Supplies	9,785.00	9,435.00		9,435.00	7,128.97
523001	Telecommunications	16,480.00	14,480.00		14,480.00	13,688.70
524544	Utilities – Electric/Gas, Water, Trash	9,341.60	7,841.60		7,841.60	7,710.68
525545	Auto Fuel Costs/Road Expense	6,695.00	6,695.00		6,695.00	4,511.09
<b>520</b>	<b>Materials &amp; Supplies</b>	<b>46,024.02</b>	<b>42,174.02</b>	<b>-</b>	<b>42,174.02</b>	<b>36,259.44</b>

Services & Other Operating

531201	Household Janitorial	5,871.00	5,700.00		5,700.00	5,225.00
532527	Insurance (Liability & Vehicle)	17,410.09	15,410.09		15,410.09	14,735.77
533533	Memberships, Dues and Subscriptions	6,500.33	6,500.33		6,500.33	5,654.39
534537	Public & Legal Notices	4,017.00	2,517.00		2,517.00	2,164.00
535540	Public Outreach	17,149.50	17,149.50		17,149.50	14,219.70
536101	Training	14,707.00	13,707.00		13,707.00	5,609.90
537202	Travel & Conference expenses	33,950.00	24,910.00		24,910.00	10,811.93
<b>530</b>	<b>Services &amp; Other Operating</b>	<b>99,604.92</b>	<b>85,893.92</b>	<b>-</b>	<b>85,893.92</b>	<b>58,420.69</b>

Rents & Leases

541538	Property Rents & Leases	300.00	1,450.00		1,450.00	1,224.25
542539	Equipment Rents & Leases	762.20	762.20		762.20	732.24

Noncapitalized Improvements & Equipment

543103	Office Furniture & Equipment (copier, chairs, conf table,	16,789.00	1,789.00		1,789.00	-
543203	Computer Equipment	12,875.00	8,875.00		8,875.00	4,129.17
543204	Computer Software & Subscriptions	20,599.75	20,599.75		20,599.75	19,221.25
543541	Air Monitoring Equipment & Maintenance	5,907.05	4,707.05		4,707.05	822.36

Repairs & Maintenance

544001	Vehicle Maintenance	5,495.05	5,495.05		5,495.05	3,235.92
544042	IT Maintenance (computer equipment)	32,117.00	32,117.00		32,117.00	26,898.01
544103	Building Maintenance (annual expenditures)	15,225.25	3,981.25		3,981.25	977.19
<b>540</b>	<b>Rents, Leases, Repairs &amp; Noncapitalized Improvements</b>	<b>110,070.30</b>	<b>79,776.30</b>	<b>-</b>	<b>79,776.30</b>	<b>57,240.39</b>

Professional/Consulting Services

551137	AB2588 Hot Spots Fee	134.00	134.00		134.00	134.00
551536	Professional Services	94,883.60	39,883.60		39,883.60	33,592.36
551547	Legal Services	19,055.00	19,055.00		19,055.00	19,000.00

Grant Indirect Costs (line allocates portion of District general operating to grant funds, 4-5% of grant wages)

555580	Contingencies	20,000.00	-		-	-
<b>550</b>	<b>Professional/Consulting Services</b>	<b>134,072.60</b>	<b>59,072.60</b>	<b>-</b>	<b>59,072.60</b>	<b>52,726.36</b>

	<b>2,067,974.49</b>	<b>1,810,614.69</b>	<b>-</b>	<b>1,810,614.69</b>	<b>1,713,382.12</b>
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**Butte County Air Quality Management District**  
**Final Comparative Budget Analysis**

FY 2023-2024

As of 6/30/24

**NON-OPERATING**

<u>Grants</u>	<u>Adopted Budget</u>	<u>Amended Budget</u>	<u>Amendments</u>	<u>Final Projected</u>	<u>YTD Actuals</u>
560006 Carl Moyer	375,257.66	896,048.25	(497,208.57)	398,839.68	398,839.68
560007 Community Air CAP (CAP)	992,368.82	2,776,898.24	(2,193,168.46)	583,729.78	583,729.78
560009 WoodSmoke	205,000.00	463,270.00	(256,361.00)	206,909.00	206,909.00
560020 Special Clean Air Grants	35,000.00	35,000.00	(25,010.60)	9,989.40	9,989.40
560021 FARMER	612,237.50	1,842,454.41	(698,336.97)	1,144,117.44	1,144,117.44
<b>560 Total Grants</b>	<b>2,219,863.98</b>	<b>6,013,670.90</b>	<b>(3,670,085.60)</b>	<b>2,343,585.30</b>	<b>2,343,585.30</b>

**DEBT**

<u>Debt Service</u>					
565087 Principal	53,035.00	53,034.89		53,034.89	53,034.89
565987 Interest & Other Charges	2,521.00	2,765.11		2,765.11	2,765.11
<b>565 Total Debt Service</b>	<b>55,556.00</b>	<b>55,800.00</b>	<b>-</b>	<b>55,800.00</b>	<b>55,800.00</b>

**CAPITAL**

<u>Capital</u>					
571105 Buildings & Improvements	-	-		-	-
572563 Equipment (Computer Equipment & Office Furniture >\$	-	-		-	-
573105 Vehicles (Fixed asset Inventory; Listed in Depreciation S	-	-		-	-
<b>570 Total Capital Outlay</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>TOTAL Budget (\$ listed in Resolution)</b>	<b>4,343,394.47</b>	<b>7,880,085.59</b>	<b>(3,670,085.60)</b>	<b>4,209,999.99</b>	<b>4,112,767.42 n)</b>
<b>Excess of Revenues over(under) Expenditures, incl Debt Service</b>	<b>547,253.44</b>	<b>(1,574,950.07)</b>	<b>1,930,806.23</b>	<b>355,856.16</b>	<b>426,841.14</b>

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**Butte County Air Quality Management District**  
**Final Comparative Budget Analysis**

FY 2024-2025

	FY 2024-25 <u>Adopted Budget</u>	FY 2024-25 <u>Amendment 1</u>	FY 2024-25 <u>Amended Budget</u>
<b>REVENUE</b>			
<u>Licenses &amp; Permits</u>			
4213010 Ag Burn Permits	90,000.00		90,000.00
4213013 Ag Engine Registration Program	350.00		350.00
4213020 Title V Permits	4,500.00		4,500.00
4213030 Operating Permits	490,266.00		490,266.00
4213035 Portable Engine Registration	45,659.00		45,659.00
4213038 Asbestos Program	43,092.00		43,092.00
4213040 Auth to Construct	29,000.00		29,000.00
4213055 Emission Reduction Fee	-		-
4213060 Misc. Other Permits	600.00		600.00
*move from Misc R 4213061 Technical Evaluation Fees - new acct #	5,000.00		5,000.00
<b>421 - Licenses &amp; Permits</b>	<b>708,467.00</b>	<b>-</b>	<b>708,467.00</b>
<u>Fines, Forfeitures &amp; Penalties</u>			
4300001 Civil Settlements	45,000.00		45,000.00
<b>430 - Fines, Forfeitures &amp; Penalties</b>	<b>45,000.00</b>	<b>-</b>	<b>45,000.00</b>
<u>Interest</u>			
Interest	35,792.00		35,792.00
<b>441 - Interest (Use of Money &amp; Property)</b>	<b>35,792.00</b>	<b>-</b>	<b>35,792.00</b>
<u>Intergovernmental</u>			
4510001 State Subvention	65,300.00		65,300.00
4511001 DMV Surcharge	735,500.00		735,500.00
4510500 AB2588 Hot Spots Fee	134.00		134.00
4510501 105 Grant Funding	61,012.00		61,012.00
4510502 AB 197 Funding	8,583.00		8,583.00
4510503 AB 617 Implementation Funding	158,526.11	(46,835.48)	111,690.63
4510504 Prescribed Burn Reporting & Monitoring	87,598.03	(74,919.11)	12,678.92
4510505 GHG Oil & Gas Funding	6,000.00		6,000.00
<b>Direct Intergovernmental Funds</b>	<b>1,122,653.14</b>	<b>(121,754.59)</b>	<b>1,000,898.55</b>
4510904 FARMER	-	-	-
4510906 Carl Moyer	-	-	-
4510909 WoodSmoke	-	-	-
4510915 Community Air Protection (CAP)	-	967,559.27	967,559.27
<b>Pass Through Grant Portion of Intergovernmental</b>	<b>-</b>	<b>967,559.27</b>	<b>967,559.27</b>
<b>451 - Intergovernmental</b>	<b>1,122,653.14</b>	<b>845,804.68</b>	<b>1,968,457.82</b>
<u>Misc Revenue</u>			
BCC Secretarial Duties Contract	15,870.00		15,870.00
Reimbursements (Copy & Other)	500.00		500.00
Fees (Finance Charges, Return Check)	325.00		325.00
4712523 4712523 Misc Revenue	16,695.00	-	16,695.00
<u>Implementation Revenue</u>			
4712550 4712550 Implementation Administrative Funds	987,534.27	(778,569.63)	208,964.64
<b>471 - Other Revenues (Miscellaneous)</b>	<b>1,004,229.27</b>	<b>(778,569.63)</b>	<b>225,659.64</b>
<b>TOTAL REVENUE</b>	<b>2,916,141.41</b>	<b>67,235.05</b>	<b>2,983,376.46</b>

**Butte County Air Quality Management District**  
**Final Comparative Budget Analysis**

FY 2024-2025

	FY 2024-25 <u>Adopted Budget</u>	FY 2024-25 <u>Amendment 1</u>	FY 2024-25 <u>Amended Budget</u>
<b>OPERATING EXPENSES</b>			
<b><u>Wages, Benefits &amp; PR Expenditures</u></b>			
	<u>Salaries, Wages &amp; PR Taxes</u>		
511000	Wages & PR Taxes	1,017,187.00	1,017,187.00
512000	Extra Help	16,000.00	16,000.00
514000	Overtime	4,000.00	4,000.00
<b>511</b>	<b>Salaries, Wages, PR Taxes</b>	<b>1,037,187.00</b>	<b>1,037,187.00</b>
	<u>Benefits</u>		
518008	Health Care	156,500.00	156,500.00
518009	Cafeteria	49,000.00	49,000.00
518010	Other Employee Benefits	36,500.00	36,500.00
<i>*New Acct 518011</i>	<i>Vehicle Allowance (moving this benefit from travel budget (537202)</i>	<i>7,440.00</i>	<i>7,440.00</i>
518700	Retirement (Pension ) - includes Classic, Pepra & Deferred Compensat	164,600.00	164,600.00
518800	Contrib to Pension Liability (bal as of 6/30/22 \$2,093,860)	157,500.00	157,500.00
518900	Retiree's OPEB	56,900.00	56,900.00
518901	Contrib to OPEB Liability (net bal as of 6/30/23 \$314,397)	39,438.00	39,438.00
<b>518</b>	<b>Benefits</b>	<b>667,878.00</b>	<b>667,878.00</b>
<b><u>Operating Expenditures</u></b>			
	<u>Materials &amp; Supplies</u>		
521104	Postage	3,850.00	3,850.00
522201	Office Supplies	9,500.00	9,500.00
523001	Telecommunications	19,090.00	19,090.00
524544	Utilities – Electric/Gas, Water, Trash	9,577.00	9,577.00
525545	Auto Fuel Costs/Road Expense	6,900.00	6,900.00
<b>520</b>	<b>Materials &amp; Supplies</b>	<b>48,917.00</b>	<b>48,917.00</b>
	<u>Services &amp; Other Operating</u>		
531201	Household Janitorial	6,050.00	6,050.00
532527	Insurance (Liability & Vehicle)	15,550.00	15,550.00
533533	Memberships, Dues and Subscriptions	7,500.00	7,500.00
534537	Public & Legal Notices	3,740.00	3,740.00
535540	Public Outreach	19,000.00	19,000.00
536101	Training	13,950.00	13,950.00
537202	Travel & Conference expenses	27,410.00	27,410.00
<b>530</b>	<b>Services &amp; Other Operating</b>	<b>93,200.00</b>	<b>93,200.00</b>
	<u>Rents &amp; Leases</u>		
541538	Property Rents & Leases	1,460.00	1,460.00
542539	Equipment Rents & Leases	785.00	785.00
	<u>Noncapitalized Improvements &amp; Equipment</u>		
543103	Office Furniture & Equipment (copier, chairs, conf table, etc)	17,862.00	17,862.00
543203	Computer Equipment	15,055.00	15,055.00
543204	Computer Software & Subscriptions	21,219.65	21,219.65
543541	Air Monitoring Equipment & Maintenance	6,500.00	6,500.00
	<u>Repairs &amp; Maintenance</u>		
544001	Vehicle Maintenance	5,850.00	5,850.00
544042	IT Maintenance (computer equipment)	33,085.00	33,085.00
544103	Building Maintenance (annual expenditures)	15,395.00	15,395.00
<b>540</b>	<b>Rents, Leases, Repairs &amp; Noncapitalized Improvements</b>	<b>117,211.65</b>	<b>117,211.65</b>
	<u>Professional/Consulting Services</u>		
551137	AB2588 Hot Spots Fee	134.00	134.00
551536	Professional Services	96,500.00	96,500.00
551547	Legal Services	19,075.00	19,075.00

**Butte County Air Quality Management District**  
**Final Comparative Budget Analysis**

FY 2024-2025

Grant Indirect Costs (line allocates portion of District general operatir	0.00		0.00
555580 Contingencies	20,000.00		20,000.00
<b>550 Professional/Consulting Services</b>	<u>135,709.00</u>	<u>-</u>	<u>135,709.00</u>
<b>Total Operating Expenditures*</b>	<b>2,100,102.65</b>	<b>-</b>	<b>2,100,102.65</b>

**NON-OPERATING**

**Grants**

560006 Carl Moyer	284.38	497,553.69	497,838.07
560007 Community Air CAP (CAP)	29,805.13	2,217,484.00	2,247,289.13
560009 WoodSmoke	3,500.00	256,337.52	259,837.52
560020 Special Clean Air Grants	92,000.00		92,000.00
560021 FARMER	682.50	699,036.23	699,718.73
<b>560 Total Grants</b>	<u>126,272.00</u>	<u>3,670,411.44</u>	<u>3,796,683.44</u>

**DEBT**

**Debt Service**

565087 Principal	53,396.63		53,396.63
565987 Interest & Other Charges	2,403.37		2,403.37
<b>565 Total Debt Service</b>	<u>55,800.00</u>	<u>-</u>	<u>55,800.00</u>

**CAPITAL**

**Capital**

571105 Buildings & Improvements	-		-
572563 Equipment (Computer Equipment & Office Furniture >\$25,000)	-		-
573105 Vehicles (Fixed asset Inventory; Listed in Depreciation Schedule >\$25,	35,000.00		35,000.00
<b>570 Total Capital Outlay</b>	<u>35,000.00</u>	<u>-</u>	<u>35,000.00</u>

<b>TOTAL Budget (\$ listed in Resolution)</b>	<b>2,317,174.65</b>	<b>3,670,411.44</b>	<b>5,987,586.09</b>
<b>Excess of Revenues over(under) Expenditures, incl Debt Service</b>	<b>598,966.76</b>	<b>(3,603,176.39)</b>	<b>(3,004,209.63)</b>

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TAMI RITTER, CHAIR  
*Supervisor, District #3*

ADDISON WINSLOW, VICE CHAIR  
*Councilmember, Chico*

BILL CONNELLY  
*Supervisor, District #1*

PETER DURFEE  
*Supervisor, District #2*

TOD KIMMELSHUE  
*Supervisor, District #4*

DOUG TEETER  
*Supervisor, District #5*

CHUCK NUCHOLS  
*Vice Mayor, Biggs*

ANGEL CALDERON  
*Councilmember, Gridley*

ERIC SMITH  
*Vice Mayor, Oroville*

ROSE TRYON  
*Councilmember, Paradise*

STEPHEN ERTLE  
*Air Pollution Control Officer*

PATRICK LUCEY  
*Assistant Air Pollution Control Officer*

Date of Release: October 17, 2024

Board Consideration: October 24, 2024

To: Butte County Air Quality Management District Board of Directors

From: Stephen Ertle, Air Pollution Control Officer

Staff Contact:

Re: **SDRMA President's Special Acknowledgement Award**

**ISSUE:**

Special District Risk Management Authority (SDRMA) President's Special Acknowledgement Award.

**ACTION REQUESTED:**

Receive Report.

**DISCUSSION:**

SDRMA is the insurance provider for the District including property/liability insurance. The District maintained an impeccable record of zero paid claims for the five (5) year period from 2019 through 2024. This achievement qualifies the District for the President's Special Acknowledgement Award. As a result, the District earned one (1) credit incentive point (CIP) for the 2023-2024 period and three (3) additional CIPs for the five (5) consecutive program years with zero paid claims. CIPs reduce insurance premium costs. Additionally, the District had no paid Worker's Compensation Claims in the previous term year.

Attachment:

President's Special Acknowledgement Award letter and certificate.

No Paid Workers' Compensation Claims in 2023-24 letter.

# Agenda Item 10

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August 28, 2024

Tami Ritter, Chair  
Butte County Air Quality Management District  
629 Entler Avenue, Suite 15  
Chico California, 95928

**Re: President’s Special Acknowledgement Award – Property/Liability Program**

Dear Tami,

On behalf of SDRMA Board of Directors and staff, it is my great pleasure to extend our heartfelt congratulations to you, your governing body at Butte County Air Quality Management District, management, and staff on achieving an outstanding milestone of maintaining an impeccable record of zero “paid” claims for the Property/Liability Program years 2019-2024. A “paid” claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims.

As a symbol of our appreciation and acknowledgment of your exceptional performance, we are honored to present Butte County Air Quality Management District with the *President’s Special Acknowledgement Award*, representing our admiration for your outstanding achievement and our encouragement to continue your excellent work. In addition to this annual recognition, members with no “paid” claims receive the following, all resulting in a reduction to their annual contribution amount:

- during 2023-24 earned one credit incentive point (CIP)
- for the prior five consecutive program years earned three additional bonus CIPs

This remarkable accomplishment is a testament to your agency's unwavering commitment to risk management excellence and a culture of safety and proactive governance. By consistently prioritizing risk management and fostering an environment where safety and diligence are paramount, your agency has set a standard of excellence that is truly commendable.

The success you have achieved is not by chance, but through the dedication, hard work, and collaboration of your entire team. It reflects the high level of professionalism and care with which you approach your responsibilities and serve your community.

Please accept our sincerest thanks and appreciation for your efforts in making your agency a model of excellence within the special district community. We look forward to continuing our partnership and supporting you in all your future endeavors.

Once again, congratulations on this extraordinary achievement. May your agency continue to thrive, setting an inspiring example for others.

Sincerely,

Sandy A. Seifert-Raffelson, President  
Board of Directors  
Special District Risk Management Authority





*President's Special Acknowledgement Award*

The President of the Special District Risk Management Authority

Hereby gives special recognition to

**Butte County Air Quality Management District**

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Property/Liability Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period and excludes property claims. Congratulations on your excellent claims record!

Sandy A. Seife-Raffelson, SDRMA Board President

August 28, 2024

Date



RECEIVED

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August 28, 2024

Butte County AQMD

Tami Ritter, Chair  
Butte County Air Quality Management District  
629 Entler Avenue, Suite 15  
Chico California, 95928

**Re: No Paid Workers' Compensation Claims in 2023-24**

Dear Tami,

On behalf of SDRMA Board of Directors and staff, I am thrilled to extend our heartfelt congratulations to you and your organization for achieving an outstanding milestone during the 2023-24 program year—completing the year with no “paid” workers’ compensation claims! A “paid” claim for the purposes of this recognition represents the first payment on an open claim during the prior program year.

In recognition of this significant accomplishment, I am pleased to inform you that Butte County Air Quality Management District has earned one credit incentive point (CIP) and received a lower “experience modification factor” (EMOD). This well-deserved recognition not only highlights your excellence in risk management, but also rewards your efforts by reducing your annual contribution amount. It is our way of acknowledging the hard work and dedication that went into maintaining a safe and secure environment.

This remarkable achievement is a testament to the dedication, diligence, and proactive risk management strategies that you and your team have consistently demonstrated. Managing risks effectively is no small feat, and your success in preventing paid claims speaks volumes about your commitment to safety, careful planning, and the well-being of your community and employees.

We are genuinely excited about your success and look forward to continuing our partnership in fostering a culture of safety and responsibility within your special district. Your leadership sets a powerful example for other members, and we are proud to have Butte County Air Quality Management District as a part of SDRMA.

Once again, congratulations on this exceptional achievement. Please do not hesitate to reach out if there is anything we can do to support your continued success.

Sincerely,

Sandy A. Seifert-Raffelson, President  
Board of Directors  
Special District Risk Management Authority



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# BCAQMD ACRONYM REFERENCE

Updated May 2024

-Board of Director's Meeting -

**Summarized below are acronyms commonly used in Board folders and accompanying staff reports.**

A/C or ATC	Authority to Construct Permit
AB	Assembly Bill
AERR	U.S. EPA Air Emissions Reporting Requirements
AMOS	Automatic Meteorological Observation Stations
AP-42	EPA technical reference specifying specific Air Pollutant Emission Factors
APCD	Air Pollution Control District
APCO	Air Pollution Control Officer
AQMD	Air Quality Management District
ATCM	Airborne Toxic Control Measure
AQI	Air Quality Index
BACT	Best Available Control Technology
BAM	Beta Attenuation Monitor (records hourly ambient particulate data)
BCAG	Butte County Association of Governments
BCAQMD	Butte County Air Quality Management District
BCC	Sacramento Valley Basinwide Air Pollution Control Council
BOS	Board of Supervisors
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAP	Climate Action Plan
Cal-EPA	California Environmental Protection Agency
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CARPA	California Air Response Planning Alliance
CBYL	Check Before You Light
Cd	Cadmium
CEQA	California Environmental Quality Act
CI	Compression Ignition
CO	Chemical symbol for carbon monoxide
CO2	Chemical symbol for carbon dioxide
CPA	Certified Public Accountant
CPI	Consumer Price Index
CSAC	California State Association of Counties
CTR	Criteria Pollutant and Toxic Emissions Reporting Regulation
CUA	Chico Urbanized Area
DMV	Department of Motor Vehicles
DTSC	California Department of Toxic Substance Control
EG	Emission Guidelines
EICG	Emission Inventory Criteria and Guideline Regulation
EI	Emission Inventory
Emfac	Emission Factor Computer Model
EPA	Environmental Protection Agency (Federal)
ERC	Emission Reduction Credit
ESA	Endangered Species Act
EVR	Enhanced Vapor Recovery
FIP	Federal Implementation Plan
FRM	Federal Reference Method
FY	Fiscal Year (June 30-July 1, unless otherwise stated)
GASB	Governmental Accounting Standards Board
GDF	Gasoline Dispensing Facilities
GFOA	Governmental Finance Officers Association
GHG	Greenhouse Gases
GWP	Global Warming Potential
HAP	Hazardous Air Pollutants

# BCAQMD ACRONYM REFERENCE

Updated May 2024

## -Board of Director's Meeting -

Hg	Mercury
HRA	Health Risk Assessments
HSC	Health & Safety Code
ICE	Internal Combustion Engine
ISD	In-Station Diagnostics
ISR	Indirect Source Review
LESB	Lower Emission School Bus program
Mb	Millibar
Mg/Yr	Milligrams per year
Micron	Abbreviation of Micrometer or 1,000,000th of a meter in size
MPO	Metropolitan Planning Organization
Msl	Mean sea level
MMT CO2	Million Metric Tons of Carbon Dioxide equivalent emissions
MSW	Municipal Solid Waste
NAAQS	National Ambient Air Quality Standard
NACAA	National Association of Clean Air Agencies
NESHAPS	National Emission Standards for Hazardous Air Pollutants
NMOC	Non-Methane Organic Compound
NON	Notice of Noncompliance
NOx	Oxides of Nitrogen
NSPS	New Source Performance Standards
NSR	New Source Review
NTA	Notice to Apply for a Permit
NTC	Notice to Comply
OEHHA	California Office of Environmental Health Hazard Assessment
OAL	Office of Administrative Law
ORVR	Onboard Refueling Vapor Recovery
PERP	Portable Equipment Registration Program
Pb	Lead
PCBTF	Para-chloro-benzo-tri-fluoride
PM	Particulate Matter
PM 10-2.5	Particulate Matter 10 Microns in Size and smaller, but greater than 2.5 Microns
PM10	Particulate Matter 10 Microns in Size and smaller
PM2.5	Particulate Matter 2.5 Microns in Size and smaller
PSD	Prevention of Significant Deterioration
RACT	Reasonably Available Control Technology
RICE	Reciprocating Internal Combustion Engine
RCRC	Regional Council of Rural Counties
RRF	Relative Reduction Factor
RSD	Remote Sensing Device
SB	Senate Bill
SCM	Suggested Control Measure
SDRMA	Special District Risk Management Authority
SF	Square Foot
SIC	Standardized Industrial Classification
SIP	State Implementation Plan
SLCP	Short-lived Climate Pollutant
SO2	Chemical symbol for sulfur dioxide
SSI	Size Selective Inlet (applies to particulate samplers)
TAC	Technical Advisory Committee of the BCC
TARMAC	CAPCOA Toxics and Risk Managers Committee
TEIP	Toxic Emission Inventory Plan
TEIR	Toxic Emission Inventory Report

# BCAQMD ACRONYM REFERENCE

Updated May 2024

## -Board of Director's Meeting -

Title 17	California Code of Regulations, Administrative Law adopted by the California Air Resources Board, and referencing in this Board folder the Agricultural burn guidelines
ug/m3	Micrograms per cubic meter
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
VEE	Visible Emission Evaluation Certification
VOC	Volatile Organic Compound
WUI	Wildland Urban Interface
YTD	Year to Date

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