

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, September 5, 2019 at 10:00 a.m.

Meeting Location

Town of Mammoth Lakes Council Chambers
437 Old Mammoth Road (Suite Z)
Mammoth Lakes, California 93546

District Board

Matt Kingsley, Inyo County, Chair
Fred Stump, Mono County, Vice Chair
Ron Hames, Alpine County
John Peters, Mono County
John Wentworth, Town of Mammoth Lakes
David Griffith, Alpine County
Dan Totheroh, Inyo County

Phillip L. Kiddoo, Air Pollution Control Officer
157 Short Street, Bishop, California 93514
(760) 872-8211 E-mail: pkiddoo@gbuapcd.org



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

GOVERNING BOARD REGULAR MEETING AGENDA

THURSDAY, SEPTEMBER 5, 2019 AT 10:00 AM

Town of Mammoth Lakes Council Chambers

437 Old Mammoth Road (Suite Z)

Mammoth Lakes, California 93546

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Tori DeHaven, Board Clerk, at (760) 872-8211 for assistance so the necessary arrangements can be made.

Great Basin Unified Air Pollution Control District is a California regional government agency that works to protect the people and the environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution.

Regular Meetings are held on the first Thursday of every odd month at 10:00 am.

1. Call to Order and Pledge of Allegiance
2. Public Comment on Matters not on the Agenda (No Action)
3. Consent Items (Action)
 - a. Approval of the July 18, 2019 Special Governing Board Meeting Minutes.....1
 - b. Authorize Air Pollution Control Officer to Sign and Submit Application for Subvention Funds.....7
 - c. Approve and Authorize Board Chair to Sign Memoranda of Understanding with District Management and Non-Management Employee Associations Regarding Changes to Employee Wages and Benefits and Authorize Transfer of Corresponding Funds from Reserves to Budgets.....8
 - d. Adoption of the Publicly Available Pay Schedule for Fiscal Year 2019/2020 as Required by the California Public Employees' Retirement System (CalPERS).....77
 - e. Approval of Out-of-State Travel for the Air Pollution Control Officer to Attend the 2020 Great Salt Lake Issues Forum in Salt Lake City, Utah79
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 - b. 4th Quarter Financial Reports (April 1 - June 30)85
6. Board Member Reports (No Action)
7. Air Pollution Control Officer Report (No Action)93

September 5, 2019

Mammoth Lakes, California

8. **CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

- a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.

9. **CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee: Air Pollution Control Officer**

10. **Adjournment**

(All Meetings Are Electronically Recorded – All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 157 Short Street, Bishop, California.)



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of the July 18, 2019 Special Governing Board Meeting Minutes

Summary:

Attached for the Board's approval are the minutes from the July 18, 2019 special meeting held in Markleeville, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the July 18, 2019 meeting.

Attachment:

1. July 18, 2019 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES
July 18, 2019

(All Meetings Are Mechanically Recorded)

The Great Basin Unified Air Pollution Control District Governing Board of the Counties of Alpine, Inyo and Mono, State of California met at 10:00 am on July 18, 2019 in the Alpine County Administrative Center, 99 Water Street (State Hwy 89), Markleeville, California 96120.

Governing Board members present:

Matt Kingsley, Board Chair, Inyo County
Fred Stump, Board Vice Chair, Mono County
Dan Totheroh, Inyo County
John Peters, Mono County
John Wentworth, Town of Mammoth Lakes
Ron Hames, Alpine County
David Griffith, Alpine County

Governing Board members absent: 0

A quorum was present.

GBUAPCD staff present:

Phill Kiddoo, Air Pollution Control Officer
Ann Logan, Deputy Air Pollution Control Officer
Tori DeHaven, Clerk of the Board
Susan Cash, Administrative Projects Manager
Nik Barbieri, Director of Technical Services
Sondra Grimm, Technical Services Specialist
Chris Lanane, Air Monitoring Specialist

Members of the public included: (as indicated by voluntary sign-in)

Agenda Item #1 Call to Order Pledge of Allegiance	Board Vice Chair Stump called to order the regular meeting of the Governing Board at 10:01 a.m. Board Member Hames then led the Pledge of Allegiance.
Agenda Item #2 Public Comment on Matters not on the Agenda (No Action)	Board Vice Chair Stump asked for public comment on items not on the agenda at 10:02 am. No comment was offered.

Agenda Item #3
Consent Items
(Action)

Motion (Stump/Hames) approving consent item a as follows:

- a. Approval of the May 2, 2019 Regular Governing Board Meeting Minutes

Ayes: Board Members – Kingsley, Totheroh, Stump, Hames

Noes: 0

Abstain: Board Members – Peters, Griffith

Absent: Board Members – Wentworth

Motion carried 4/0 and so ordered.

B/O #190718-03a

Motion (Stump/Hames) approving consent items b through c as follows:

- b. Re-Appointment of Current Hearing Board Members (Pumphrey, Sweeney)
- c. Approval of Temporary Increase in Authorized Strength, Adding .25 Full Time Equivalents (All General Fund), to Accommodate Training of New Staff

Ayes: Board Members – Kingsley, Totheroh, Stump, Hames, Peters, Griffith

Noes: 0

Abstain: 0

Absent: Board Members – Wentworth

Motion carried 6/0 and so ordered.

B/O #190718-03b

Board member Wentworth arrived at 10:03 am.

Agenda Item #4
Consider
Appointing One
Person to the
Vacant Position
on the District's
Hearing Board to
serve a Three-
Year Term
(Action)

Board member Stump nominated Mr. Connolly, the nomination failed.

Motion (Griffith/Totheroh) appointing Ms. Betty Hylton to serve a three-year term on the District's Hearing Board.

Ayes: Board Members – Kingsley, Totheroh, Stump, Hames, Peters, Griffith

Noes: Ø

Abstain: Board Members - Wentworth

Absent: Ø

Motion carried 6/0 and so ordered.

B/O #190718-04

Agenda Item #5
Discussion
Regarding
Alternates for
Inyo, Mono, and
Town of
Mammoth Lakes,
Which are
Currently

Ms. Susan Cash, Administrative Projects Manager, gave a brief summary on the staff report contained in the Board Packet. It was noted that due to recent issues with alternates for Board meetings, staff reviewed the bylaws and found that only Alpine County is allowed to use an alternate. At this time staff would like direction from the Board as to how to proceed. Ms. Cash explained that the Board should consider two options:

Appointed but
not Accounted
for in the Bylaws
(No Action)

- (a) Direct staff to notify Inyo, Mono, and the Town of Mammoth Lakes that Alternates are not authorized by the Unification Agreement, and therefore need not (and cannot) be appointed to the District Board.
- (b) Direct staff to initiate changes to the Unification Agreement to allow for Alternates from all member agencies. If this is the direction, consider rescinding Rule 1102 and incorporating it into a new Unification Agreement, and clarify the requirement for an affirmative vote. An update to the Unification Agreement requires ratification by all four-member agency governing boards.

The Board directed staff, based on option b in the staff report, to go back to the four-member agency governing boards. Staff acknowledged that they would also be checking with counsel to determine exactly how to address this issue. In regard to voting requirements, the Board was supportive of having an affirmative vote being four Board members and not changing any of the other special circumstances. They also supported the rescission of Rule 1102 and rolling it all into one document. The Board noted that a draft does not need to come back to them, but a finalized document does. Staff responded that they would confirm with counsel.

Agenda Item #6
Owens Lake
Scientific
Advisory Panel
Update
(No Action)

APCO Kiddoo reported on item 6. In November 2018, the District Governing Board elected to enter into an agreement with the National Academies of Sciences (NAS) to create the Owens Lake Scientific Advisory Panel (OLSAP). The 2014 Stipulated Judgment had a provision for the OLSAP to evaluate, assess and provide ongoing advice on the reduction of airborne dust in the Owens Valley. The first step of the NAS was to solicit nominations from the District and LADWP for the Panel. Nominations were approved and the panel was formed. The first meeting of the OLSAP occurred in May 2019 for the purpose of information gathering. They are continuing this process at meetings to be held in July.

The Board expressed interest in having specific staff members of their respective county's attend future meetings. District staff was directed to email the agendas of current and future OLSAP meetings to the specified people.

Agenda Item #7
Informational
Items
(No Action)

Mr. Chris Lanane, Air Monitoring Specialist, gave a brief report on Informational Item a.i. summarizing staffs attendance at the Primary Quality Assurance Organization Training, June 4 – 6, 2019 in Davis, California.

Agenda Item #8
Board Members
Reports
(No action)

Board Member Totheroh – Nothing to report.

Board Member Peters – Nothing to report.

Board Member Stump – Nothing to report.

Board Member Griffith – Alpine Biomass Collaborative received its \$100,000 Grant for economic development administration and community vision. They have started a scoping study on how best to utilize the excess biomass in the forests to reduce the

risk of catastrophic fire, improve forest health and improve the local economy. Hopefully it will be finished in December-January.

Board Member Wentworth – Current member of Integrated Climate Adaptation and Resiliency Program (ICARP) through the Office of Planning and Research. There was a very interesting meeting in Sonoma County where many different agencies were represented. Also met with California Air Resources Board (CARB) staff regarding natural resources and climate change.

Board Member Hames – Thanked everyone for coming to Alpine County.

Board Member Kingsley – Supportive of efforts between GBUAPCD staff, the Forest Service, and the Bureau of Land Management to develop a new Memorandum of Understanding (MOU) for smoke management on controlled burns. He is hoping something will come back to the Board that will work better before the next burning season.

Agenda Item #9
Air Pollution
Control Officer's
Report
(No Action)

Nothing to report.

Agenda Item
#10
CLOSED
SESSION

The Board convened into closed session at 11:14 am.

The Board re-convened into open session at 12:07 pm.

**CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION:**

- a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.

Report: Information given.

Agenda Item
#11
CLOSED
SESSION

**CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION:**

City of Los Angeles vs. Great Basin Unified Air Pollution Control District, et al., Superior Court of California, County of Sacramento, Case No. 34-2013-80001451-CU-WM-GDS, pursuant to California Government Code Section 54956.9(d)(1).

Report: Information given.

Agenda Item
12
CLOSED
SESSION

CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS

Conference with labor negotiators – Section 54957.6 of the California Government Code: Changes regarding the salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Non-Management Employees.

Report: Information given.

**Agenda
#13
CLOSED
SESSION**

CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS

Conference with labor negotiations – Section 54957.6 of the California Government Code: Changes regarding salaries, salary schedules or compensation paid in the form of fringe benefits. Employee group: Management Employees.

Report: Information given.

Adjournment

The meeting was adjourned by Board Chair Kingsley at 12:07 pm. The Board will reconvene in open session at 10:00 am, on Thursday, September 5, 2019 in Mammoth Lakes, California.

Matt Kingsley, Board Chair

Attest:

Tori DeHaven, Board Clerk



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: Authorize Air Pollution Control Officer to Sign and Submit Application
for State Subvention Funds

Summary:

The subvention application and year-end financial report is due to the California Air Resources Board (CARB) in early November, but the application has yet to be received from the state. Because the Governing Board may not meet again until after the application is due, authorization is being requested to grant the Air Pollution Control Officer (APCO) permission to sign and submit the subvention application and accompanying financial report when it is due. The completed subvention application will be made available to the Governing Board at the next meeting.

Fiscal Impact:

Every year the district completes an application for State Subvention Funds and submits it to CARB. The subvention funds help finance the Great Basin's District budget (non-SB270). It is necessary to complete an application each year to reflect the financial position of the District and to show that the District has available matching funds to qualify for the subvention funding. The District's revenue from permits, renewal fees and penalties and fines exceed the necessary 1:1 ratio for subvention funds

The District budget has in prior years received approximately \$138,000 from subvention funding. It is unknown now if the funding for the fiscal year 2019-2020 will remain the same as previous years.

Board Action:

Staff recommends the Governing Board authorize the APCO to sign and submit the FY 2019-20 Subvention Application and accompanying financial reports to the California Air Resources Board by the November deadline.

Consent Agenda (Action) - Authorize Air Pollution Control Officer to Sign and
Submit Application for State Subvention Funds
September 5, 2019 - Agenda Item No. 3b – Page 1



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: Approval of Memorandums of Understanding Between the Great Basin Unified Air Pollution Control District Governing Board and the Management and Non-Management Employee Associations Regarding Changes in Wages and Benefits, and Authorization to Transfer Required Funding From Reserves

Summary:

On January 3, 2019, the Great Basin Unified Air Pollution Control District (District) Governing Board appointed the Air Pollution Control Officer (APCO) as negotiator for the Board. Negotiations commenced following the January 3, 2019 Governing Board meeting and concluded on July 22, 2019 with agreement on employee salaries, compensation, and benefits for the period July 1, 2019 through June 30, 2023. Proposed for approval are the four-year Memorandums of Understanding (MOU) between the District and Management Employee Association (Attachment 1) and the Non-Management Employee Association (Attachment 2). Changes to wages and benefits, with additional administrative edits, are presented in Attachment 3 for the Management Employee Association MOU and in Attachment 4 for the Non-Management Association MOU. Revisions to the MOUs are in ~~strikeout~~ text to indicate deletions and underline text to indicate additions.

A summary of wages and benefit changes are listed below:

- MOU Section 2 - Compensation and Section 2.1 - Cost of Living Adjustments (COLA)
 - Effective July 1, 2019, all salary ranges increase to reflect a 6% COLA. Every July 1 thereafter through the period of the MOU (FY 2020-2021, 2021-2022, and 2022-2023), salary ranges shall be increased by a percentage equal to the percentage increase in the annual Consumer Price Index (CPI) as determined by the US Bureau of Labor Statistics for the Los-Angeles-Long Beach-Anaheim area, provided that when the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%; and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- MOU Section 3.1 – Health, Dental, and Vision Insurances
 - Employees pay for 100% of dental and vision insurance premiums.

Consent Agenda (Action) - Approve and Authorize Board Chair to Sign a Memoranda of Understanding with District Management and Non-management Employee Associations Regarding Changes to District Employee Wages and Benefits
September 5, 2019 – Agenda Item No. 3c – Page 1

- MOU Section 3.6 – Vacation Leave
 - Annual leave increases one week for years 1, 2, and 3 from 10 days/80 equivalent hours to 15 days/120 equivalent hours.
 - An 80-hour sick leave to vacation leave option is added.
 - A vacation leave accrual cap is established at a maximum of 60days/480 hours.
 - The six-month waiting period for vacation use is removed.
- MOU Section 3.7 – Sick Leave
 - The one-month waiting period for sick leave use is removed.
 - An 80-hour sick leave to vacation leave option is added.
 - A Medical Emergency Sick Leave Donation Pool is established.

In addition to the benefits detailed above, Merit Leave is established for the Management Employee Association, whereby forty (40) hours of merit leave shall be granted each July 1.

Fiscal Impact:

The increase in salary will result in an increase in other compensation and benefits, including retirement and taxes, that are calculated based on employee salaries. The net increase to employee costs of each budget will be \$106,388 to the SB270 budget and \$22,296 to the General Fund budget, and \$3,263 to the Keeler Dunes for FY 2019-20. Modifications to the existing budgets to accommodate this increase will be required in these amounts for this fiscal year.

Board Action:

Staff recommends the Board:

- a) Approve and authorize the Board Chair to sign the attached Memorandums of Understanding with the District's Management and Non-Management Employee Associations for a four-year agreement, July 1, 2019 – June 30, 2023, and
- b) authorize increase to the respective budgets as stated above utilizing transfers from each budget's reserve (5/7ths vote required).

Attachments:

1. 2019 - 2023 Management MOU
2. 2019 - 2023 Non-Management MOU
3. 2019 - 2023 Management MOU Markup
4. 2019 - 2023 Non-Management MOU Markup

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
MANAGEMENT EMPLOYEE ASSOCIATION
FOR
JULY 1, 2019 – JUNE 30, 2023
(Four year agreement)**

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ATTACHMENT “A” - Salary Schedule for District Employees 2019-2020

ATTACHMENT “B” – Management Employee Classifications

ATTACHMENT “C” – Definitions

1.0 GENERAL PROVISIONS

1.1 Recognition: The Great Basin Unified Air Pollution Control District (hereinafter referred to as “District”) recognizes the Great Basin Unified Air Pollution Control District Management Employee Association (hereinafter referred to as the “Association”), as the employee organization representing all management employees for the purpose of meeting the obligations under the Meyers-Milius-Brown Act, Government Code 3500, *et seq.*

1.2 Non-Discrimination:

1.2.1 The District will recognize and protect the rights of all management employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

1.2.2 The District and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, or any other protected classes listed in the California Fair Employment and Housing Act, Government Code 12900-12996, or in Title VII of the Civil Rights Act, Section 700 *et seq.* The District and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement to be in compliance with federal or state anti-discrimination laws.

1.2.3 Whenever the masculine gender is used in this Agreement or Memorandum of Understanding (MOU), it shall be understood to also include the feminine gender.

1.3 Memorandum of Understanding:

1.3.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

1.3.2 The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with federal or state laws.

1.3.3 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

1.3.4 Term: This Memorandum of Understanding shall continue in force and effect for a four-year period from July 1, 2019 through June 30, 2023

2.0 COMPENSATION

2.1 Cost-of-Living Adjustments: Effective July 1, 2019, all salary ranges will be increased to reflect a 6% cost of living adjustment (COLA). Every July 1 thereafter through the period of the MOU (FY 2020-2021, 2021-2022, and 2022-2023), salary ranges shall be increased by a percentage equal to the percentage increase in the annual Consumer Price Index as determined by the US Bureau of Labor Statistics, to the nearest one-tenth percent, for Urban Wage Earners and Clerical Workers (Base Period: 1982-84=100) (CPI-W) for the Los-Angeles-Long Beach-Anaheim area, as measured from the prior October to September (12-month period) of each year, provided that when the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%; and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%. All monthly salaries shall be rounded off to the nearest dollar.

2.2 Salary Range & Merit Advancement: An employee shall be paid a salary within the monthly range or rate or equivalent hourly rate established for the class or position to which he has been appointed. A regular status employee may be advanced to the next higher step of the salary range approved for the class of the position he fills based on his anniversary date and performance, as set forth in the District's Employee Rules, Policies, & Procedures Manual.

2.3 Salaries: Effective July 1, 2019 through June 30, 2020, the salaries of management employees shall be determined from Attachment "A," based on their approved grade and step. The salaries in Attachment "A" reflect a 6.0% increase over 2018-2019. Effective July 1, 2020, the salaries of management employees shall be determined as stated in section 2.1, and likewise for July 1, 2021 and July 1, 2022.

2.4 Longevity Pay: The District shall pay longevity pay in addition to base pay, after an employee completes ten, fifteen, and twenty years of consecutive service from their anniversary date (as set forth in the District's Employee Rules, Policies and Procedures) as follows:

- After 10 years – Base Pay + 2.0 % Longevity
- After 15 years – Base Pay + 4.5% Longevity
- After 20 years – Base Pay + 7.5% Longevity

2.5 Overtime and Compensative Time: Management employees covered by this MOU are Fair Labor Standards Act (FLSA) exempt employees, and as such are not eligible for overtime pay or compensatory time off.

2.6 Paydays: Employees shall be paid twice per month on a schedule of dates approved by the Governing Board.

3.0 BENEFITS

3.1 Health, Dental, and Vision Insurances: The District shall contract with the California Public Employees Retirement System (PERS) for PERS Care and PERS Choice one-party, two-party and family medical benefit coverage plans during the term of this Agreement and agrees to pay total employer and employee contributions to PERS for active and retired employees of the District. PERS requires that governmental agencies that contract for PERS health insurance programs to provide health benefits to persons who retire from it on the same basis as it provides for its current employees. Retiree health benefits shall be paid fully out of the District's Retiree Health Benefit Trust Funds. The District shall provide for mandatory employee and dependent dental and vision insurance plans, with the premiums being paid fully by the employees.

3.2 Life/AD&D and State Disability: The District shall provide and pay fully for active employee-only Life Insurance (\$20,000) & Accidental Death & Dismemberment Insurance (\$20,000) and State Disability Insurance.

3.3 Retirement Provisions, Employees with Date of Hire prior to January 1, 2013: Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by laws and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2.5 % at 55 formula for local miscellaneous members ('District Retirement Plan I'). The District shall pay 100% of the employer's share of the District Retirement Plan I. Employees shall contribute 2% of reportable annual wages towards the employee share of the District Retirement Plan I. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan I. Normal retirement age is 55. In addition to the employer paid member contribution (PERS on PERS), this plan includes final compensation based on highest one year's salary, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.4 Retirement Provisions, Employees with Date of Hire on or after January 1, 2013: These provisions are a result of the passage of Assembly Bills 340 and 197 (California Government Code Sections 7522.30, 20516, and 20516.5), the Public Employees' Pension Reform Act (PEPRA). Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by law and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2% at 62 formula for local miscellaneous members ('District Retirement Plan II'). The District shall pay 100% of the employer's share of the District Retirement Plan II. Employees shall contribute 100 % of the employee share, currently 6.75% of reportable annual wages, of the District Retirement Plan II, as required under PEPRA. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan II. Normal retirement age under District Retirement Plan II is 62. This plan includes final compensation based on final three years' salaries, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.5 Deferred Compensation: The District shall provide deferred compensation investment program options for employees through the CalPERS and Hartford 457 Plans. The CalPERS 457 Plan includes a Self-Managed Account (SMA) Investment Option. Participating employees shall bear full responsibility and risk for all transactions and assessed fees.

3.6 Vacation: Vacation shall accrue at the rate of one and one-quarter (1 1/4) days for each calendar month, or major fraction thereof of actual service, commencing with the date of original employment. After six (6) full-time equivalent years of continuous paid service (starting at the beginning of the 7th year), vacation shall accrue at the rate of one (1) additional day vacation for each year of continuous paid service beyond six (6) years up to a maximum of thirty (30) vacation days per year, after 20 years of continuous paid service. Annual leave accruals per year of continuous paid service, as described above, are shown in days/equivalent hours in the following table:

Yr 1 = 15/120	Yr 4 = 15/120	Yr 7 = 16/128	Yr 10 = 19/152	Yr 13 = 22/176	Yr 16 = 25/200	Yr 19 = 28/224
Yr 2 = 15/120	Yr 5 = 15/120	Yr 8 = 17/136	Yr 11 = 20/160	Yr 14 = 23/184	Yr 17 = 26/208	Yr 20 = 29/232
Yr 3 = 15/120	Yr 6 = 15/120	Yr 9 = 18/144	Yr 12 = 21/168	Yr 15 = 24/192	Yr 18 = 27/216	Yr 20+ = 30/240

3.6.1 The APCO shall have full responsibility and sole discretion for setting and approving vacation leave for all employees and will make every reasonable effort to accommodate employee vacation leave requests. In doing so he shall be guided by the operational needs and service requirements of the District, the orderly conduct of the work and functions of the District, employee accrued/unused leave balances, and personal preferences of the individual employees.

3.6.2 Upon resignation, retirement, or termination, an employee may receive pay for vacation time earned but unused as of the date of termination, up to the maximum amount of 60 days or 480 hours.

3.6.3 To be eligible for vacation a regular part-time employee must work a minimum of twenty (20) hours per week. Vacation time earned shall be pro-rated on a basis of time worked.

3.6.4 Up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year as described in section 3.7.3.

Vacation leave may be accumulated to a maximum of 60 days/480 hours. Employees over the limit as of July 1, 2019 may still accrue and will have until June 30, 2023 to reduce their leave balance below the cap. Accrued vacation leave beyond the cap as of June 30, 2023 shall remain in the employee's balance, but additional accrual shall cease until the employee comes below the cap. Employees below the cap as of July 1, 2019 may not accrue above the cap.

If extenuating business circumstances or personal circumstances as defined by the Family Medical Leave Act prevent the employee from taking scheduled vacation time, and such circumstances result in total time accrued exceeding the vacation cap, this excess vacation time may be carried forward with a six-month extension to the cap limits by express written approval of the APCO.

3.7 Sick Leave: District officers and employees, other than temporary, part-time or seasonal employees shall be entitled to one and one-quarter (1 1/4) working days sick leave, with pay, for each calendar month of service rendered, or major fraction thereof. To be eligible for sick leave, a regular part-time employee must work a minimum of twenty (20) hours per week. Regular part-time employees shall accrue sick leave in the same proportion that his working hours bear to the normal hours of a full-time position.

3.7.1 Doctor's Certificate: Any employee of the District, who shall remain absent from work on sick leave for any period in excess of seven (7) calendar days in any one period shall furnish the APCO (at employee's own expense) a certificate signed by a licensed member of the healing arts that said employee or member of his immediate family (see Attachment "C," Definitions) was sick.

3.7.2 Sick Leave may be taken for the following reasons:

- A. Illness of the employee
- B. Illness of a member of the employee's immediate family
- C. Employee's receipt of medical or dental care which is not available except during working hours
- D. Death of a close relative.
- E. Approval for the use of sick leave beyond the restriction stated in this MOU may be granted by the Governing Board on a case-by-case basis.

3.7.3 Up to forty (40) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year provided at least 160 hours of sick leave remain after conversion. Alternately, up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year, provided at least 320 hours of sick leave remain after conversion.

3.7.4 Medical Emergency Sick Leave Donation Pool

The Medical Emergency Sick Leave Donation Pool will be determined by the parties to this MOU on a meet-and-confer basis. The framework of the pool will include the items below:

- o Sick leave donation will be on an hour-by-hour basis.
- o Employee accrued sick leave may be transferred to the pool at the beginning of each calendar year provided at least 160 hours of sick leave remain after transfer.
- o The pool will have a maximum of 480 hours.
- o If the pool falls below 80 hours, additional sick leave transfers will be offered.
- o Use of the pool requires medical certification, Human Resources approval, APCO approval, and must be consistent with IRS Private Ruling Letter, Rev. Rul. 90-29, 1990-1 C.B. 11.
- o Access to pool is allowed when employees have exhausted all other leave accrued.

3.8 Workman's Compensation: In the event an employee is injured in such manner or under such circumstances as to entitle him to compensation payments from the District, under the provision of the Workman's Compensation Act and who as a result of such injury is unable to perform the duties of his employment, shall be paid the difference between the amount of this compensation received and his regular salary up to the amount of his accumulated sick leave time. Accrued sick leave shall be used on a pro-rated basis for such absence in an amount equal to the difference between the compensation to which he is entitled under the Workman's Compensation Act and his regular District pay, not to exceed the amount of his earned sick leave. Any earned vacation and compensatory time off may be used in like manner after his sick leave is exhausted.

3.9 Sick Leave Payoff: Any employee of the District whose employment is terminated upon a resignation in good standing and who has completed at least fifteen (15) years of service with the District prior to such termination shall thereupon be paid ten percent (10%) of the monetary value of any unused sick leave then to the credit of such employee. Upon retirement, disability retirement or death of an employee and subject to the provisions of any applicable agreement between the employing agency and the Public Employees Retirement System, unused accumulated sick leave shall be paid for at the rate of twenty-five percent (25%) of the monetary value of any unused sick leave then to the credit of such employee. Payment resulting from the death of an employee shall be made to the persons entitled to receive any retirement death benefits, otherwise in accordance with statutory provisions

3.10 Flexible Leave: Sixteen hours of flexible leave shall be granted each July 1 and must be exhausted by the following June 30. A new employee, upon appointment, shall be granted a prorated number of flexible leave days for the balance of their first year of employment. Flexible leave will not accrue from one year to the next. A request for flexible leave may be denied by the APCO due to operational needs. Flexible leave will not be paid should an employee, for any reason, terminate employment with the District.

3.11 Holidays: District offices, except those for which special regulations are required, shall be closed on the following legal holidays:

- January 1
- 3rd Monday in January (Martin Luther King Day)
- February 12 (known as Lincoln's Day)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- 4th Thursday in November (Thanksgiving Day)
- 4th Friday in November (Friday after Thanksgiving Day)
- December 25 (Christmas Day)
- December 24, Christmas Eve and December 31, New Year's Eve - all regular employees shall be entitled to four hours of holiday with pay on their last working day preceding December 25 and January 1 of each year.

3.11.1 If any of the above designated holidays fall on a Saturday, the preceding Friday is the holiday. If any of the above designated holidays fall on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to a schedule approved by the APCO.

3.11.2 Paid holidays shall be authorized only for regular officers and employees other than elected, temporary, part-time or seasonal employees. To be entitled to pay for such paid holidays, an officer or employee must be entitled to pay for both the scheduled working days before and after such paid holiday.

3.12 Merit Leave: As Fair Labor Standards Act exempt employees, management employees are exempt from overtime regulations. Management employees are expected to efficiently manage time to perform their job duties which may require working more than forty (40) hours in a workweek. In consideration of these expectations and job complexities, forty (40) hours of merit leave shall be granted to management Employees each July 1. A new employee, upon appointment, shall be granted a prorated number of merit leave hours for the balance of their first year of employment. A request for use of merit leave may be denied by the APCO due to operational needs. Merit leave does not accrue from one year to the next. Merit leave has no cash value and will not be paid should a management employee, for any reason, terminate employment with the District.

4.0 OTHER TERMS & CONDITIONS OF EMPLOYMENT

4.1 Employee Rules, Policies, and Procedures Manual: All of the District's employee rules, policies and procedures are hereby incorporated by reference.

4.2 Compliance with Chapter 11.5 of Division 4 of Title 1 of the California Government Code:

1. The point of contact for the Management Employee Association will be the signatories of this MOU for implementation of this statute. Changes to these representatives may be made via written instruction from the Association to the District and will not create the need for a new MOU.
2. The Association will develop and maintain written information, to be approved by the District, to be given to new employees by the District during their orientation meeting with Human Resources.
3. The District will allow the Association thirty (30) minutes of release time for no more than two (2) Association members to meet with the new employee, if the new employee so chooses, within the first thirty (30) days of the new employee's tenure.
4. The District shall provide to the Association, via electronic mail, the name, job title, department, work location, work, home, and personal cellular telephone number, personal email address on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.
5. The District shall provide to the Association the same employee information listed in #4 by October 1, January 1, April 1, and July 1 of each year for all Management employees.


The DISTRICT and MANAGEMENT EMPLOYEES acknowledge that this Memorandum of Understanding shall not be in full force and effect until approved by the non-management bargaining unit employees and adopted by the Governing Board of the Great Basin Unified Air Pollution Control District. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the DISTRICT and the MANAGEMENT EMPLOYEES and entered into this 5th day of September 2019.

**GREAT BASIN UNIFIED AIR POLLUTION
CONTROL DISTRICT GOVERNING BOARD**

By: _____ Dated: _____

MANAGEMENT EMPLOYEE REPRESENTATIVE(S)

By:  _____ Dated: 8/20/2019

By:  _____ Dated: 8/20/2019

ATTACHMENT "A"

Salary Schedule for Management Employees

Fiscal Year 2019-20 Salary Schedule for District Employees

JULY 1, 2019 - JUNE 30, 2020

6.0% COLA

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3742	3929	4126	4332	4549	51	6155	6462	6785	7125	7481	101	10122	10628	11160	11718	12303
2	3780	3969	4167	4375	4594	52	6216	6527	6853	7196	7556	102	10223	10734	11271	11835	12426
3	3817	4008	4209	4419	4640	53	6278	6592	6922	7268	7631	103	10326	10842	11384	11953	12551
4	3856	4048	4251	4463	4687	54	6341	6658	6991	7341	7708	104	10429	10950	11498	12073	12676
5	3894	4089	4293	4508	4733	55	6405	6725	7061	7414	7785	105	10533	11060	11613	12193	12803
6	3933	4130	4336	4553	4781	56	6469	6792	7132	7488	7863	106	10638	11170	11729	12315	12931
7	3972	4171	4380	4599	4829	57	6533	6860	7203	7563	7941	107	10745	11282	11846	12438	13060
8	4012	4213	4423	4645	4877	58	6599	6929	7275	7639	8021	108	10852	11395	11965	12563	13191
9	4052	4255	4468	4691	4926	59	6665	6998	7348	7715	8101	109	10961	11509	12084	12688	13323
10	4093	4297	4512	4738	4975	60	6731	7068	7421	7792	8182	110	11070	11624	12205	12815	13456
11	4134	4340	4557	4785	5025	61	6799	7138	7495	7870	8264	111	11181	11740	12327	12943	13591
12	4175	4384	4603	4833	5075	62	6867	7210	7570	7949	8346	112	11293	11858	12450	13073	13727
13	4217	4428	4649	4882	5126	63	6935	7282	7646	8028	8430	113	11406	11976	12575	13204	13864
14	4259	4472	4696	4930	5177	64	7005	7355	7722	8109	8514	114	11520	12096	12701	13336	14002
15	4302	4517	4743	4980	5229	65	7075	7428	7800	8190	8599	115	11635	12217	12828	13469	14142
16	4345	4562	4790	5029	5281	66	7145	7503	7878	8272	8685	116	11751	12339	12956	13604	14284
17	4388	4607	4838	5080	5334	67	7217	7578	7956	8354	8772	117	11869	12462	13085	13740	14427
18	4432	4654	4886	5131	5387	68	7289	7653	8036	8438	8860	118	11988	12587	13216	13877	14571
19	4476	4700	4935	5182	5441	69	7362	7730	8116	8522	8948	119	12107	12713	13349	14016	14717
20	4521	4747	4984	5234	5495	70	7435	7807	8198	8607	9038	120	12229	12840	13482	14156	14864
21	4566	4795	5034	5286	5550	71	7510	7885	8280	8694	9128	121	12351	12968	13617	14298	15013
22	4612	4843	5085	5339	5606	72	7585	7964	8362	8780	9219	122	12474	13098	13753	14441	15163
23	4658	4891	5135	5392	5662	73	7661	8044	8446	8868	9312	123	12599	13229	13891	14585	15314
24	4705	4940	5187	5446	5718	74	7737	8124	8530	8957	9405	124	12725	13361	14029	14731	15467
25	4752	4989	5239	5501	5776	75	7815	8205	8616	9047	9499	125	12852	13495	14170	14878	15622
26	4799	5039	5291	5556	5833	76	7893	8288	8702	9137	9594						
27	4847	5090	5344	5611	5892	77	7972	8370	8789	9228	9690						
28	4896	5140	5397	5667	5951	78	8052	8454	8877	9321	9787						
29	4945	5192	5451	5724	6010	79	8132	8539	8966	9414	9885						
30	4994	5244	5506	5781	6070	80	8213	8624	9055	9508	9983						
31	5044	5296	5561	5839	6131	81	8295	8710	9146	9603	10083						
32	5094	5349	5617	5897	6192	82	8378	8797	9237	9699	10184						
33	5145	5403	5673	5956	6254	83	8462	8885	9330	9796	10286						
34	5197	5457	5729	6016	6317	84	8547	8974	9423	9894	10389						
35	5249	5511	5787	6076	6380	85	8632	9064	9517	9993	10493						
36	5301	5566	5845	6137	6444	86	8719	9155	9612	10093	10598						
37	5354	5622	5903	6198	6508	87	8806	9246	9708	10194	10704						
38	5408	5678	5962	6260	6573	88	8894	9339	9806	10296	10811						
39	5462	5735	6022	6323	6639	89	8983	9432	9904	10399	10919						
40	5517	5792	6082	6386	6705	90	9073	9526	10003	10503	11028						
41	5572	5850	6143	6450	6772	91	9163	9622	10103	10608	11138						
42	5627	5909	6204	6514	6840	92	9255	9718	10204	10714	11250						
43	5684	5968	6266	6580	6909	93	9348	9815	10306	10821	11362						
44	5741	6028	6329	6645	6978	94	9441	9913	10409	10929	11476						
45	5798	6088	6392	6712	7047	95	9535	10012	10513	11038	11590						
46	5856	6149	6456	6779	7118	96	9631	10112	10618	11149	11706						
47	5914	6210	6521	6847	7189	97	9727	10213	10724	11260	11823						
48	5974	6272	6586	6915	7261	98	9824	10316	10831	11373	11942						
49	6033	6335	6652	6984	7334	99	9923	10419	10940	11487	12061						
50	6094	6398	6718	7054	7407	100	10022	10523	11049	11602	12182						

ATTACHMENT "B"
Management Employee Classifications (Exempt)

<u>Class</u>	<u>Position</u>	<u>Grade</u>
1	Deputy Air Pollution Control Officer	92
2	Director of Technical Services	72

ATTACHMENT "C"
Definitions

- 1 **APCO:** Air Pollution Control Officer or Designee.
- 2 **Class of Position:** All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- 3 **Close Relative:** Immediate family (as defined below) and grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, grandchild.
- 4 **Compensation:** Salaries and wages paid to employees.
- 5 **Governing Board:** The Great Basin Unified Air Pollution Control Board.
- 6 **Employee:** A person legally occupying a position in District service.
- 7 **Full-Time Employee:** Any employee who is appointed to a permanent full-time position in the District.
- 8 **Immediate Family:** An employee's spouse, child (natural, adopted, step), child for whom said employee is legal guardian, parent (natural, adopted, step), and person whose relationship to employee has been that of a guardian to the employee.
- 9 **Management Employee:** An employee who is engaged in developing, implementing or recommending policy, including but not limited to: 1) Governing Board and District Officers who recommend or otherwise significantly affect District policy.
- 10 **Merit Advancement:** A salary increase within the limits of the pay range established for a class.
- 11 **Non-Management Employee:** An employee who is considered non-exempt on the basis of the Fair Labor Standards Act and are therefore entitled to overtime and compensative time pay.
- 12 **Position:** A collection of duties and responsibilities which require the full-time or part-time services and employment of one person.
- 13 **Regular Status:** The status of an employee, following the successful completion of his probationary period, which entitles him to appeal a discharge which he believes was made without reasonable cause.
- 14 **Various Words:** Words used in the present tense include the future, except where the natural construction of this resolution otherwise indicates. Words in the singular number include the plural, and words in the plural number, include the singular; and the word "shall" is mandatory and not directory.

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
NON-MANAGEMENT EMPLOYEE ASSOCIATION
FOR
JULY 1, 2019 – JUNE 30, 2023
(Four year agreement)**

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ATTACHMENT “A” - Salary Schedule for District Employees 2019-2020

ATTACHMENT “B” – Non-Management Employee Classifications

ATTACHMENT “C” – Definitions

1.0 GENERAL PROVISIONS

1.1 Recognition: The Great Basin Unified Air Pollution Control District (hereinafter referred to as “District”) recognizes the Great Basin Unified Air Pollution Control District Non-Management Employee Association (hereinafter referred to as the “Association”), as the employee organization representing all non-management employees for the purpose of meeting the obligations under the Meyers-Milias-Brown Act, Government Code 3500, *et seq.*

1.2 Non-Discrimination:

1.2.1 The District will recognize and protect the rights of all non-management employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

1.2.2 The District and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, or any other protected classes listed in the California Fair Employment and Housing Act, Government Code 12900-12996, or in Title VII of the Civil Rights Act, Section 700 *et seq.* The District and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement to be in compliance with federal or state anti-discrimination laws.

1.2.3 Whenever the masculine gender is used in this Agreement or Memorandum of Understanding (MOU), it shall be understood to also include the feminine gender.

1.3 Memorandum of Understanding:

1.3.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

1.3.2 The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with federal or state laws.

1.3.3 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

1.3.4 Term: This Memorandum of Understanding shall continue in force and effect for a four-year period from July 1, 2019 through June 30, 2023

2.0 COMPENSATION

2.1 Cost-of-Living Adjustments: Effective July 1, 2019, all salary ranges will be increased to reflect a 6% cost of living adjustment (COLA). Every July 1 thereafter through the period of the MOU (FY 2020-2021, 2021-2022, and 2022-2023), salary ranges shall be increased by a percentage equal to the percentage increase in the annual Consumer Price Index as determined by the US Bureau of Labor Statistics, to the nearest one-tenth percent, for Urban Wage Earners and Clerical Workers (Base Period: 1982-84=100) (CPI-W) for the Los-Angeles-Long Beach-Anaheim area, as measured from the prior October to September (12-month period) of each year, provided that when the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%; and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%. All monthly salaries shall be rounded off to the nearest dollar.

2.2 Salary Range & Merit Advancement: An employee shall be paid a salary within the monthly range or rate or equivalent hourly rate established for the class or position to which he has been appointed. A regular status employee may be advanced to the next higher step of the salary range approved for the class of the position he fills based on his anniversary date and performance, as set forth in the District's Employee Rules, Policies, & Procedures Manual.

2.3 Salaries: Effective July 1, 2019 through June 30, 2020, the salaries of non-management employees shall be determined from Attachment "A," based on their approved grade and step. The salaries in Attachment "A" reflect a 6.0% increase over 2018-2019. Effective July 1, 2020, the salaries of non-management employees shall be determined as stated in section 2.1, and likewise for July 1, 2021, and July 1, 2022.

2.4 Longevity Pay: The District shall pay longevity pay in addition to base pay, after an employee completes ten, fifteen, and twenty years of consecutive service from their anniversary date (as set forth in the District's Employee Rules, Policies and Procedures) as follows:

- After 10 years – Base Pay + 2.0 % Longevity
- After 15 years – Base Pay + 4.5% Longevity
- After 20 years – Base Pay + 7.5% Longevity

2.5 Overtime and Compensative Time: Overtime may be worked only when approved by the APCO in advance. Payment of overtime shall be compensative time up 40 hours per week, and compensation at time-and-one-half over 40 hours. The maximum amount of compensative time that may be accumulated is 80 hours. Hours worked will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ¶ 201, et seq. Hours worked does not include time for which an employee is compensated but does not actually work.

2.6 Paydays: Employees shall be paid twice per month on a schedule of dates approved by the Governing Board.

3.0 BENEFITS

3.1 Health, Dental, and Vision Insurances: The District shall contract with the California Public Employees Retirement System (PERS) for PERS Care and PERS Choice one-party, two-party and family medical benefit coverage plans during the term of this Agreement and agrees to pay total employer and employee contributions to PERS for active and retired employees of the District. PERS requires that governmental agencies that contract for PERS health insurance programs to provide health benefits to persons who retire from it on the same basis as it provides for its current employees. Retiree health benefits shall be paid fully out of the District's Retiree Health Benefit Trust Funds. The District shall provide for mandatory employee and dependent dental and vision insurance plans, with the premiums being paid fully by the employees.

3.2 Life/AD&D and State Disability: The District shall provide and pay fully for active employee-only Life Insurance (\$20,000) & Accidental Death & Dismemberment Insurance (\$20,000) and State Disability Insurance.

3.3 Retirement Provisions, Employees with Date of Hire prior to January 1, 2013: Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by laws and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2.5 % at 55 formula for local miscellaneous members ('District Retirement Plan I'). The District shall pay 100% of the employer's share of the District Retirement Plan I. Employees shall contribute 2% of reportable annual wages towards the employee share of the District Retirement Plan I. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan I. Normal retirement age is 55. In addition to the employer paid member contribution (PERS on PERS), this plan includes final compensation based on highest one year's salary, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.4 Retirement Provisions, Employees with Date of Hire on or after January 1, 2013: These provisions are a result of the passage of Assembly Bills 340 and 197 (California Government Code Sections 7522.30, 20516, and 20516.5), the Public Employees' Pension Reform Act (PEPRA). Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by law and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2% at 62 formula for local miscellaneous members ('District Retirement Plan II'). The District shall pay 100% of the employer's share of the District Retirement Plan II. Employees shall contribute 100 % of the employee share, currently 6.75% of reportable annual wages, of the District Retirement Plan II, as required under PEPRA. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan II. Normal retirement age under District Retirement Plan II is 62. This plan includes final compensation based on final three years' salaries, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.5 Deferred Compensation: The District shall provide deferred compensation investment program options for employees through the CalPERS and Hartford 457 Plans. The CalPERS 457 Plan includes a Self-Managed Account (SMA) Investment Option. Participating employees shall bear full responsibility and risk for all transactions and assessed fees.

3.6 Vacation: Vacation shall accrue at the rate of one and one-quarter (1 1/4) days for each calendar month, or major fraction thereof of actual service, commencing with the date of original employment. After six (6) full-time equivalent years of continuous paid service (starting at the beginning of the 7th year), vacation shall accrue at the rate of one (1) additional day vacation for each year of continuous paid service beyond six (6) years up to a maximum of thirty (30) vacation days per year, after 20 years of continuous paid service. Annual leave accruals per year of continuous paid service, as described above, are shown in days/equivalent hours in the following table:

Yr 1 = 15/120	Yr 4 = 15/120	Yr 7 = 16/128	Yr 10 = 19/152	Yr 13 = 22/176	Yr 16 = 25/200	Yr 19 = 28/224
Yr 2 = 15/120	Yr 5 = 15/120	Yr 8 = 17/136	Yr 11 = 20/160	Yr 14 = 23/184	Yr 17 = 26/208	Yr 20 = 29/232
Yr 3 = 15/120	Yr 6 = 15/120	Yr 9 = 18/144	Yr 12 = 21/168	Yr 15 = 24/192	Yr 18 = 27/216	Yr 20+ = 30/240

3.6.1 The APCO shall have full responsibility and sole discretion for setting and approving vacation leave for all employees and will make every reasonable effort to accommodate employee vacation leave requests. In doing so he shall be guided by the operational needs and service requirements of the District, the orderly conduct of the work and functions of the District, employee accrued/unused leave balances, and personal preferences of the individual employees.

3.6.2 Upon resignation, retirement, or termination, an employee may receive pay for vacation time earned but unused as of the date of termination, up to the maximum amount of 60 days or 480 hours.

3.6.3 To be eligible for vacation a regular part-time employee must work a minimum of twenty (20) hours per week. Vacation time earned shall be pro-rated on a basis of time worked.

3.6.4 Up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year as described in section 3.7.3.

Vacation leave may be accumulated to a maximum of 60 days/480 hours. Employees over the limit as of July 1, 2019 may still accrue and will have until June 30, 2023 to reduce their leave balance below the cap in order to continue accrual. Accrued vacation leave beyond the cap as of June 30, 2023 shall remain in the employee's balance, but additional accrual shall cease until the employee comes below the cap. Employees below the cap as of July 1, 2019 may not accrue above the cap.

If extenuating business circumstances or personal circumstances as defined by the Family Medical Leave Act prevent the employee from taking scheduled vacation time, and such circumstances result in total time accrued exceeding the vacation cap, this excess vacation time may be carried forward with a six-month extension to the cap limits by express written approval of the APCO.

3.7 Sick Leave: District officers and employees, other than temporary, part-time or seasonal employees shall be entitled to one and one-quarter (1 1/4) working days sick leave, with pay, for each calendar month of service rendered, or major fraction thereof. To be eligible for sick leave, a regular part-time employee must work a minimum of twenty (20) hours per week. Regular part-time employees shall accrue sick leave in the same proportion that his working hours bear to the normal hours of a full-time position.

3.7.1 Doctor's Certificate: Any employee of the District, who shall remain absent from work on sick leave for any period in excess of seven (7) calendar days in any one period shall furnish the APCO (at employee's own expense) a certificate signed by a licensed member of the healing arts that said employee or member of his immediate family (see Attachment "C," Definitions) was sick.

3.7.2 Sick Leave may be taken for the following reasons:

- A. Illness of the employee
- B. Illness of a member of the employee's immediate family
- C. Employee's receipt of medical or dental care which is not available except during working hours
- D. Death of a close relative.
- E. Approval for the use of sick leave beyond the restriction stated in this MOU may be granted by the Governing Board on a case-by-case basis.

3.7.3 Up to forty (40) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year provided at least 160 hours of sick leave remain after conversion. Alternately, up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year, provided at least 320 hours of sick leave remain after conversion.

3.7.4 Medical Emergency Sick Leave Donation Pool

The Medical Emergency Sick Leave Donation Pool will be determined by the parties to this MOU on a meet-and-confer basis. The framework of the pool will include the items below:

- o Sick leave donation will be on an hour-by-hour basis.
- o Employee accrued sick leave may be transferred to the pool at the beginning of each calendar year provided at least 160 hours of sick leave remain after transfer.
- o The pool will have a maximum of 480 hours.
- o If the pool falls below 80 hours, additional sick leave transfers will be offered.
- o Use of the pool requires medical certification, Human Resources approval, APCO approval, and must be consistent with IRS Private Ruling Letter, Rev. Rul. 90-29, 1990-1 C.B. 11.
- o Access to pool is allowed when employees have exhausted all other leave accrued.

3.8 Workman's Compensation: In the event an employee is injured in such manner or under such circumstances as to entitle him to compensation payments from the District, under the provision of the Workman's Compensation Act and who as a result of such injury is unable to perform the duties of his employment, shall be paid the difference between the amount of this compensation received and his regular salary up to the amount of his accumulated sick leave time. Accrued sick leave shall be used on a pro-rated basis for such absence in an amount equal to the difference between the compensation to which he is entitled under the Workman's Compensation Act and his regular District pay, not to exceed the amount of his earned sick leave. Any earned vacation and compensatory time off may be used in like manner after his sick leave is exhausted.

3.9 Sick Leave Payoff: Any employee of the District whose employment is terminated upon a resignation in good standing and who has completed at least fifteen (15) years of service with the District prior to such termination shall thereupon be paid ten percent (10%) of the monetary value of any unused sick leave then to the credit of such employee. Upon retirement, disability retirement or death of an employee and subject to the provisions of any applicable agreement between the employing agency and the Public Employees Retirement System, unused accumulated sick leave shall be paid for at the rate of twenty-five percent (25%) of the monetary value of any unused sick leave then to the credit of such employee. Payment resulting from the death of an employee shall be made to the persons entitled to receive any retirement death benefits, otherwise in accordance with statutory provisions

3.10 Flexible Leave: Sixteen hours of flexible leave shall be granted each July 1 and must be exhausted by the following June 30. A new employee, upon appointment, shall be granted a prorated number of flexible leave days for the balance of their first year of employment. Flexible leave will not accrue from one year to the next. A request for flexible leave may be denied by the APCO due to operational needs. Flexible leave will not be paid should an employee, for any reason, terminate employment with the District.

3.11 Holidays: District offices, except those for which special regulations are required, shall be closed on the following legal holidays:

- January 1
- 3rd Monday in January (Martin Luther King Day)
- February 12 (known as Lincoln's Day)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- 4th Thursday in November (Thanksgiving Day)
- 4th Friday in November (Friday after Thanksgiving Day)
- December 25 (Christmas Day)
- December 24, Christmas Eve and December 31, New Year's Eve - all regular employees shall be entitled to four hours of holiday with pay on their last working day preceding December 25 and January 1 of each year.

3.11.1 If any of the above designated holidays fall on a Saturday, the preceding Friday is the holiday. If any of the above designated holidays fall on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to a schedule approved by the APCO.

3.11.2 Paid holidays shall be authorized only for regular officers and employees other than elected, temporary, part-time or seasonal employees. To be entitled to pay for such paid holidays, an officer or employee must be entitled to pay for both the scheduled working days before and after such paid holiday.

4.0 OTHER TERMS & CONDITIONS OF EMPLOYMENT

4.1 Employee Rules, Policies, and Procedures Manual: All of the District's employee rules, policies and procedures are hereby incorporated by reference.

4.2 Compliance with Chapter 11.5 of Division 4 of Title 1 of the California Government Code:

1. The point of contact for the Non-Management Employee Association will be the signatories of this MOU for implementation of this statute. Changes to these representatives may be made via written instruction from the Association to the District and will not create the need for a new MOU.
2. The Association will develop and maintain written information, to be approved by the District, to be given to new employees by the District during their orientation meeting with Human Resources.
3. The District will allow the Association thirty (30) minutes of release time for no more than two (2) Association members to meet with the new employee, if the new employee so chooses, within the first thirty (30) days of the new employee's tenure.
4. The District shall provide to the Association, via electronic mail, the name, job title, department, work location, work, home, and personal cellular telephone number, personal email address on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.
5. The District shall provide to the Association the same employee information listed in #4 by October 1, January 1, April 1, and July 1 of each year for all Non-Management employees.

The DISTRICT and NON-MANAGEMENT EMPLOYEES acknowledge that this Memorandum of Understanding shall not be in full force and effect until approved by the non-management bargaining unit employees and adopted by the Governing Board of the Great Basin Unified Air Pollution Control District. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the DISTRICT and the NON-MANAGEMENT EMPLOYEES and entered into this 5th day of September 2019.

**GREAT BASIN UNIFIED AIR POLLUTION
CONTROL DISTRICT GOVERNING BOARD**

By: _____ Dated: _____

NON-MANAGEMENT EMPLOYEE REPRESENTATIVE(S)

By: Sandra R. Smith Dated: 8-20-2019

By: Steve Malley Dated: 8-20-2019

By: Chris Lawrence Dated: 8/20/2019

ATTACHMENT "A"
Salary Schedule for Non-Management Employees

Fiscal Year 2019-20 Salary Schedule for District Employees

JULY 1, 2019 - JUNE 30, 2020

6.0% COLA

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3742	3929	4126	4332	4549	51	6155	6462	6785	7125	7481	101	10122	10628	11160	11718	12303
2	3780	3969	4167	4375	4594	52	6216	6527	6853	7196	7556	102	10223	10734	11271	11835	12426
3	3817	4008	4209	4419	4640	53	6278	6592	6922	7268	7631	103	10326	10842	11384	11953	12551
4	3856	4048	4251	4463	4687	54	6341	6658	6991	7341	7708	104	10429	10950	11498	12073	12676
5	3894	4089	4293	4508	4733	55	6405	6725	7061	7414	7785	105	10533	11060	11613	12193	12803
6	3933	4130	4336	4553	4781	56	6469	6792	7132	7488	7863	106	10638	11170	11729	12315	12931
7	3972	4171	4380	4599	4829	57	6533	6860	7203	7563	7941	107	10745	11282	11846	12438	13060
8	4012	4213	4423	4645	4877	58	6599	6929	7275	7639	8021	108	10852	11395	11965	12563	13191
9	4052	4255	4468	4691	4926	59	6665	6998	7348	7715	8101	109	10961	11509	12084	12688	13323
10	4093	4297	4512	4738	4975	60	6731	7068	7421	7792	8182	110	11070	11624	12205	12815	13456
11	4134	4340	4557	4785	5025	61	6799	7138	7495	7870	8264	111	11181	11740	12327	12943	13591
12	4175	4384	4603	4833	5075	62	6867	7210	7570	7949	8346	112	11293	11858	12450	13073	13727
13	4217	4428	4649	4882	5126	63	6935	7282	7646	8028	8430	113	11406	11976	12575	13204	13864
14	4259	4472	4696	4930	5177	64	7005	7355	7722	8109	8514	114	11520	12096	12701	13336	14002
15	4302	4517	4743	4980	5229	65	7075	7428	7800	8190	8599	115	11635	12217	12828	13469	14142
16	4345	4562	4790	5029	5281	66	7145	7503	7878	8272	8685	116	11751	12339	12956	13604	14284
17	4388	4607	4838	5080	5334	67	7217	7578	7956	8354	8772	117	11869	12462	13085	13740	14427
18	4432	4654	4886	5131	5387	68	7289	7653	8036	8438	8860	118	11988	12587	13216	13877	14571
19	4476	4700	4935	5182	5441	69	7362	7730	8116	8522	8948	119	12107	12713	13349	14016	14717
20	4521	4747	4984	5234	5495	70	7435	7807	8198	8607	9038	120	12229	12840	13482	14156	14864
21	4566	4795	5034	5286	5550	71	7510	7885	8280	8694	9128	121	12351	12968	13617	14298	15013
22	4612	4843	5085	5339	5606	72	7585	7964	8362	8780	9219	122	12474	13098	13753	14441	15163
23	4658	4891	5135	5392	5662	73	7661	8044	8446	8868	9312	123	12599	13229	13891	14585	15314
24	4705	4940	5187	5446	5718	74	7737	8124	8530	8957	9405	124	12725	13361	14029	14731	15467
25	4752	4989	5239	5501	5776	75	7815	8205	8616	9047	9499	125	12852	13495	14170	14878	15622
26	4799	5039	5291	5556	5833	76	7893	8288	8702	9137	9594						
27	4847	5090	5344	5611	5892	77	7972	8370	8789	9228	9690						
28	4896	5140	5397	5667	5951	78	8052	8454	8877	9321	9787						
29	4945	5192	5451	5724	6010	79	8132	8539	8966	9414	9885						
30	4994	5244	5506	5781	6070	80	8213	8624	9055	9508	9983						
31	5044	5296	5561	5839	6131	81	8295	8710	9146	9603	10083						
32	5094	5349	5617	5897	6192	82	8378	8797	9237	9699	10184						
33	5145	5403	5673	5956	6254	83	8462	8885	9330	9796	10286						
34	5197	5457	5729	6016	6317	84	8547	8974	9423	9894	10389						
35	5249	5511	5787	6076	6380	85	8632	9064	9517	9993	10493						
36	5301	5566	5845	6137	6444	86	8719	9155	9612	10093	10598						
37	5354	5622	5903	6198	6508	87	8806	9246	9708	10194	10704						
38	5408	5678	5962	6260	6573	88	8894	9339	9806	10296	10811						
39	5462	5735	6022	6323	6639	89	8983	9432	9904	10399	10919						
40	5517	5792	6082	6386	6705	90	9073	9526	10003	10503	11028						
41	5572	5850	6143	6450	6772	91	9163	9622	10103	10608	11138						
42	5627	5909	6204	6514	6840	92	9255	9718	10204	10714	11250						
43	5684	5968	6266	6580	6909	93	9348	9815	10306	10821	11362						
44	5741	6028	6329	6645	6978	94	9441	9913	10409	10929	11476						
45	5798	6088	6392	6712	7047	95	9535	10012	10513	11038	11590						
46	5856	6149	6456	6779	7118	96	9631	10112	10618	11149	11706						
47	5914	6210	6521	6847	7189	97	9727	10213	10724	11260	11823						
48	5974	6272	6586	6915	7261	98	9824	10316	10831	11373	11942						
49	6033	6335	6652	6984	7334	99	9923	10419	10940	11487	12061						
50	6094	6398	6718	7054	7407	100	10022	10523	11049	11602	12182						

ATTACHMENT “B”
Non-Management Employee Classifications (Non-Exempt)

<u>Position</u>	<u>Grade</u>
Administrative Specialist/Permit Coordinator/Clerk of the Board	38
Administrative Projects Manager	69
Air Monitoring Specialist	65
Air Quality Specialist I/II	47/62
Air Monitoring Technical Specialist	47
Air Monitoring Technician I/II	24/38
Field Services Technician I/II	28/38
Fiscal Services Technician	38
Research & Systems Analyst I/II	38/53
Senior Research & Systems Analyst	69
Senior Scientist	67
Technical Services Specialist	47

ATTACHMENT "C"
Definitions

- 1 **APCO:** Air Pollution Control Officer or Designee.
- 2 **Class of Position:** All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- 3 **Close Relative:** Immediate family (as defined below) and grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, grandchild.
- 4 **Compensation:** Salaries and wages paid to employees.
- 5 **Governing Board:** The Great Basin Unified Air Pollution Control Board.
- 6 **Employee:** A person legally occupying a position in District service.
- 7 **Full-Time Employee:** Any employee who is appointed to a permanent full-time position in the District.
- 8 **Immediate Family:** An employee's spouse, child (natural, adopted, step), child for whom said employee is legal guardian, parent (natural, adopted, step), and person whose relationship to employee has been that of a guardian to the employee.
- 9 **Management Employee:** An employee who is engaged in developing, implementing or recommending policy, including but not limited to: 1) Governing Board and District Officers who recommend or otherwise significantly affect District policy.
- 10 **Merit Advancement:** A salary increase within the limits of the pay range established for a class.
- 11 **Non-Management Employee:** An employee who is considered non-exempt on the basis of the Fair Labor Standards Act and are therefore entitled to overtime and compensative time pay.
- 12 **Position:** A collection of duties and responsibilities which require the full-time or part-time services and employment of one person.
- 13 **Regular Status:** The status of an employee, following the successful completion of his probationary period, which entitles him to appeal a discharge which he believes was made without reasonable cause.
- 14 **Various Words:** Words used in the present tense include the future, except where the natural construction of this resolution otherwise indicates. Words in the singular number include the plural, and words in the plural number, include the singular; and the word "shall" is mandatory and not directory.

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
MANAGEMENT EMPLOYEE ASSOCIATION
FOR
JULY 1, ~~2016~~2019 – JUNE 30, ~~2019~~2023
(~~Three~~Four year agreement)**

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ATTACHMENT “A” - Salary Schedule for Management District Employees 2016 20172019-2020

ATTACHMENT “B” —Salary Schedule for Management Employees 2017 2018

ATTACHMENT “C” —Salary Schedule for Management Employees 2018 2019

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ATTACHMENT “EC” – Definitions

ATTACHMENT “F”— CalPERS Notice: Benefit Formula and Contribution Rates for New Members Effective January 1, 2013 (Dated December 19, 2012)

1.0 GENERAL PROVISIONS

1.1 Recognition: The Great Basin Unified Air Pollution Control District (hereinafter referred to as “District”) recognizes the Great Basin Unified Air Pollution Control District Management Employee Association (hereinafter referred to as the “Association”), as the employee organization representing all management employees for the purpose of meeting the obligations under the Meyers-Milias-Brown Act, Government Code 3500, *et seq.*

1.2 Non-Discrimination:

1.2.1 The District will recognize and protect the rights of all management employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

1.2.2 The District and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, or any other protected classes listed in the California Fair Employment and Housing Act, Government Code 12900-12996, or in Title VII of the Civil Rights Act, Section 700 et seq. The District and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement to be in compliance with federal or state anti-discrimination laws.

~~1.2.4~~ **1.2.3** Whenever the masculine gender is used in this Agreement or Memorandum of Understanding (MOU), it shall be understood to also include the feminine gender.

1.3 Memorandum of Understanding:

1.3.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

1.3.2 The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification of change in any provision or provisions of this MOU in order to comply with federal or state laws.

1.3.3 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

1.3.4 Term: This Memorandum of Understanding shall continue in force and effect for a

~~three~~four-year period from July 1, ~~2016~~2019 through June 30, ~~2019~~2023

~~1.3.5~~ — Intent: It is the intent of this MOU that Management employees' salaries be increased by two and one half percent (2.5%) on July 1, 2016, two and one half percent (2.5%) on July 1, 2017, and two and one half percent (2.5%) on July 1, 2018 and that there be no other changes to employee compensation, benefits or other conditions of employment during the term of this MOU, unless specifically agreed to by both the District and the Management employees in writing.

~~2.0~~ **2.0 COMPENSATION**

~~2.1~~ — **Cost-of-Living Index:** The COLA index is established according to the Los Angeles-Riverside-Orange County index, as it is made public on October 1st of each year.

2.1 Cost-of-Living Adjustments: Effective July 1, 2019, all salary ranges will be increased to reflect a 6% cost of living adjustment (COLA). Every July 1 thereafter through the period of the MOU (FY 2020-2021, 2021-2022, and 2022-2023), salary ranges shall be increased by a percentage equal to the percentage increase in the annual Consumer Price Index as determined by the US Bureau of Labor Statistics, to the nearest one-tenth percent, for Urban Wage Earners and Clerical Workers (Base Period: 1982-84=100) (CPI-W) for the Los-Angeles-Long Beach-Anaheim area, as measured from the prior October to September (12-month period) of each year, provided that when the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%; and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%. All monthly salaries shall be rounded off to the nearest dollar.

2.2 Salary Range & Merit Advancement: An employee shall be paid a salary within the monthly range or rate or equivalent hourly rate established for the class or position to which he has been appointed. A regular status employee may be advanced to the next higher step of the salary range approved for the class of the position he fills based on his anniversary date and performance, as set forth in the District's Employee Rules, Policies, & Procedures Manual.

2.3 Salaries: Effective July 1, ~~2016~~2019 through June 30, ~~2017~~2020, the salaries of management employees shall be determined from Attachment "A," based on their approved grade and step. The salaries in Attachment "A" reflect a ~~2.56.0%~~ increase over ~~2015-2016~~2018-2019. Effective July 1, ~~2017 through June 30, 2018~~2020, the salaries of management employees shall be determined ~~from Attachment "B," based on their approved grade as stated in section 2.1, and step. The salaries in Attachment "B" reflect a 2.5% increase over 2016-2017. Effectivelikewise for~~ July 1, 2018 through June 30, 2019, the salaries of management employees shall be determined ~~from Attachment "C," based on their approved grade~~20121 and step. ~~The salaries in Attachment "C" reflect a 2.5% increase over 2017-2018.~~July 1, 2022.

2.4 Longevity Pay: The District shall pay longevity pay in addition to base pay, after an employee completes ten, fifteen, and twenty years of consecutive service from their anniversary date (as set forth in the District's Employee Rules, Policies and Procedures) as follows:

- After 10 years – -Base Pay + 2.0 % Longevity
- After 15 years – -Base Pay + 4.5% Longevity
- After 20 years – -Base Pay + 7.5% Longevity

~~**2.5 Overtime and Compensative Time:** Overtime may be worked only when approved by the APCO in advance. Payment of overtime shall be compensative time up 40 hours per week, and compensation at time and one half over 40 hours. The maximum amount of compensative time that may be accumulated is 80 hours. Hours worked will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. Hours worked does not include time for which an employee is compensated, but does not actually work.~~

2.5 Overtime and Compensative Time: Management employees covered by this MOU are Fair Labor Standards Act (FLSA) exempt employees, and as such are not eligible for overtime pay or compensatory time off.

2.6 Paydays: Employees shall be paid twice per month on a schedule of dates approved by the Governing Board.

3.0 BENEFITS

3.1 Health, Dental, and Vision Insurances: The District shall contract with the California Public Employees Retirement System (PERS) for PERS Care and PERS Choice one-party, two-party and family medical benefit coverage plans during the term of this Agreement and agrees to pay total employer and employee contributions to PERS for active and retired employees of the District. PERS requires that governmental agencies that contract for PERS health insurance programs to provide health benefits to persons who retire from it on the same basis as it provides for its current employees. Retiree health benefits shall be paid fully out of the District's Retiree Health Benefit Trust Funds. The District shall provide ~~and pay fully~~ for mandatory employee and dependent dental and vision insurance plans, with the premiums being paid fully by the employees.

3.2 Life/AD&D and State Disability: The District shall provide and pay fully for active employee-only Life Insurance (\$20,000) & Accidental Death & Dismemberment Insurance (\$20,000) and State Disability Insurance.

3.3 Retirement Provisions, Employees with Date of Hire prior to January 1, 2013: Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by laws and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2.5 % at 55 formula for local miscellaneous members ('District Retirement Plan I'). The District shall pay 100% of the employer's share of the District Retirement Plan I. Employees shall contribute 2% of reportable annual wages towards the employee share of the District Retirement Plan I. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan I. Normal retirement age is 55. In addition to the employer paid member contribution (PERS on PERS), this plan includes final compensation based on highest one year's salary, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.4 Retirement Provisions, Employees with Date of Hire on or after January 1, 2013: These provisions are a result of the passage of Assembly Bills 340 and 197 (California Government Code Sections 7522.30, 20516, and 20516.5), the Public Employees' Pension Reform Act (PEPRA). Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by law and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2% at 62 formula for local miscellaneous members ('District Retirement Plan II'). The District shall pay 100% of the employer's share, ~~currently 6.25%,~~ of the District Retirement Plan II. Employees shall contribute 100 % of the employee share, currently ~~6.25~~7.5% of reportable annual wages, of the District Retirement Plan II, as required under PEPRA~~*,~~. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan II. Normal retirement age under District Retirement Plan II is 62. This plan includes final compensation based on final three years' salaries, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.5 Deferred Compensation: The District shall provide deferred compensation investment program options for employees through the CalPERS and Hartford 457 Plans. The CalPERS 457 Plan includes a Self-Managed Account (SMA) Investment Option. Participating employees shall bear full responsibility and risk for all transactions and assessed fees.

3.6 Vacation: ~~Employees who have been employed continuously for a period of six (6) calendar months, shall be entitled to five (5) working days vacation with pay.~~ Vacation shall accrue at the rate of ~~five-sixth (5/6) of a day~~one and one-quarter (1 1/4) days for each calendar month, or major fraction thereof of actual service, commencing with the date of original employment, ~~provided however that no vacation may be taken until six months of continuous service in a full time position has been completed. After three (3) full time equivalent years of continuous paid service, vacation shall accrue at the rate of one and one-quarter (1 1/4) days for each calendar month of service.~~ After six (6) full-time equivalent years of continuous paid service (starting at the beginning of the 7th year), vacation shall accrue at the rate of one (1) additional day vacation for each year of continuous paid service beyond six (6) years up to a maximum of thirty (30) vacation days per year, after 20 years of continuous paid service. Annual leave accruals per year of continuous paid service, as described above, are shown in days/equivalent hours in the following table:

Yr 1 = 10/8015/120	Yr 4 = 15/120	Yr 7 = 16/128	Yr 10 = 19/152	Yr 13 = 22/176	Yr 16 = 25/200	Yr 19 = 28/224
Yr 2 = 10/8015/120	Yr 5 = 15/120	Yr 8 = 17/136	Yr 11 = 20/160	Yr 14 = 23/184	Yr 17 = 26/208	Yr 20 = 29/232
Yr 3 = 10/8015/120	Yr 6 = 15/120	Yr 9 = 18/144	Yr 12 = 21/168	Yr 15 = 24/192	Yr 18 = 27/216	Yr 20+ = 30/240

3.6.1 The APCO shall have full responsibility and sole discretion for setting and approving vacation leave for all employees and will make every reasonable effort to accommodate employee vacation leave requests. In doing so he shall be guided by the operational needs and service requirements of the District, the orderly conduct of the work and functions of the District, employee accrued/unused leave balances, and personal preferences of the individual employees.

3.6.2 Upon resignation, retirement, or termination, an employee may receive pay for vacation

time earned but unused as of the date of termination, up to the maximum amount of ~~24 months of accrual based on his original anniversary date and years of paid consecutive service (as set forth in the District's Personnel Rules) through the date of resignation, retirement, or termination. Upon resignation, retirement, or termination, any right to accrued/unused vacation with pay beyond the maximum amount of 24 months of accrual is lost.~~ 60 days or 480 hours.

3.6.3 To be eligible for vacation a regular part-time employee must work a minimum of twenty (20) hours per week. Vacation time earned shall be pro-rated on a basis of time worked.

3.6.4 Up to ~~forty (40)~~eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year as described in section 3.7.3.

Vacation leave may be accumulated to a maximum of 60 days/480 hours. Employees over the limit as of July 1, 2019 may still accrue and will have until June 30, 2023 to reduce their leave balance below the cap. Accrued vacation leave beyond the cap as of June 30, 2023 shall remain in the employee's balance, but additional accrual shall cease until the employee comes below the cap. Employees below the cap as of July 1, 2019 may not accrue above the cap.

If extenuating business circumstances or personal circumstances as defined by the Family Medical Leave Act prevent the employee from taking scheduled vacation time, and such circumstances result in total time accrued exceeding the vacation cap, this excess vacation time may be carried forward with a six-month extension to the cap limits by express written approval of the APCO.

3.7 Sick Leave: District officers and employees, other than temporary, part-time or seasonal employees shall be entitled to one and one-quarter (1 1/4) working days sick leave, with pay, for each calendar month of service rendered, or major fraction thereof. ~~Sick leave earned may be taken after one month of continuous employment.~~ To be eligible for sick leave, a regular part-time employee must work a minimum of twenty (20) hours per week. Regular part-time employees shall accrue sick leave in the same proportion that his working hours bear to the normal hours of a full-time position.

3.7.1 Doctor's Certificate: Any employee of the District, who shall remain absent from work on sick leave for any period in excess of seven (7) calendar days in any one period shall furnish the APCO (at employee's own expense) a certificate signed by a licensed member of the healing arts that said employee or member of his immediate family (see Attachment "EC," Definitions) was sick.

3.7.2 Sick Leave may be taken for the following reasons:

- A. Illness of the employee
- B. Illness of a member of the employee's immediate family
- C. Employee's receipt of medical or dental care which is not available except during working hours
- D. Death of a close relative.
- E. Approval for the use of sick leave beyond the restriction stated in this MOU may be granted by the Governing Board on a case-by-case basis.

3.7.3 Up to forty (40) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year provided at least 160 hours of sick leave remain after conversion. Alternately, up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year, provided at least 320 hours of sick leave remain after conversion.

3.7.4 Medical Emergency Sick Leave Donation Pool

The Medical Emergency Sick Leave Donation Pool will be determined by the parties to this MOU on a meet-and-confer basis. The framework of the pool will include the items below:

- o Sick leave donation will be on an hour-by-hour basis.
- o Employee accrued sick leave may be transferred to the pool at the beginning of each calendar year provided at least 160 hours of sick leave remain after transfer.
- o The pool will have a maximum of 480 hours.
- o If the pool falls below 80 hours, additional sick leave transfers will be offered.
- o Use of the pool requires medical certification, Human Resources approval, APCO approval, and must be consistent with IRS Private Ruling Letter, Rev. Rul. 90-29, 1990-1 C.B. 11.
- o Access to pool is allowed when employees have exhausted all other leave accrued.

3.8 Workman's Compensation: In the event an employee is injured in such manner or under such circumstances as to entitle him to compensation payments from the District, under the provision of the Workman's Compensation Act and who as a result of such injury is unable to perform the duties of his employment, shall be paid the difference between the amount of this compensation received and his regular salary up to the amount of his accumulated sick leave time. Accrued sick leave shall be used on a pro-rated basis for such absence in an amount equal to the difference between the compensation to

which he is entitled under the Workman's Compensation Act and his regular District pay, not to exceed the amount of his earned sick leave. Any earned vacation and compensatory time off may be used in like manner after his sick leave is exhausted.

3.9 Sick Leave Payoff: Any employee of the District whose employment is terminated upon a resignation in good standing and who has completed at least fifteen (15) years of service with the District prior to such termination shall thereupon be paid ten percent (10%) of the monetary value of any unused sick leave then to the credit of such employee. Upon retirement, disability retirement or death of an employee and subject to the provisions of any applicable agreement between the employing agency and the Public Employees Retirement System, unused accumulated sick leave shall be paid for at the rate of twenty-five percent (25%) of the monetary value of any unused sick leave then to the credit of such employee. Payment resulting from the death of an employee shall be made to the persons entitled to receive any retirement death benefits, otherwise in accordance with statutory provisions

3.10 Flexible Leave: Sixteen hours of flexible leave shall be granted each July 1 and must be exhausted by the following June 30. A new employee, upon appointment, shall be granted a prorated number of flexible leave days for the balance of their first year of employment. Flexible leave will not accrue from one year to the next. A request for flexible leave may be denied by the APCO due to operational needs. Flexible leave will not be paid should an employee, for any reason, terminate employment with the District.

3.11 Holidays: District offices, except those for which special regulations are required, shall be closed on the following legal holidays:

- January 1
- 3rd Monday in January (Martin Luther King Day)
- February 12 (known as Lincoln's Day)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- 4th Thursday in November (Thanksgiving Day)
- 4th Friday in November (Friday after Thanksgiving Day)
- December 25 (Christmas Day)
- December 24, Christmas Eve and December 31, New Year's Eve - all regular employees shall be entitled to four hours of holiday with pay on their last working day preceding December 25 and January 1 of each year.

3.11.1 If any of the above designated holidays fall on a Saturday, the preceding Friday is the holiday. If any of the above designated holidays fall on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to a schedule approved by the APCO.

3.11.2 Paid holidays shall be authorized only for regular officers and employees other than

elected, temporary, part-time or seasonal employees. To be entitled to pay for such paid holidays, an officer or employee must be entitled to pay for both the scheduled working days before and after such paid holiday.

3.12 Merit Leave: As Fair Labor Standards Act exempt employees, management employees are exempt from overtime regulations. Management employees are expected to efficiently manage time to perform their job duties which may require working more than forty (40) hours in a workweek. In consideration of these expectations and job complexities, forty (40) hours of merit leave shall be granted to management Employees each July 1. A new employee, upon appointment, shall be granted a prorated number of merit leave hours for the balance of their first year of employment. A request for use of merit leave may be denied by the APCO due to operational needs. Merit leave does not accrue from one year to the next. Merit leave has no cash value and will not be paid should a management employee, for any reason, terminate employment with the District.

~~4.0~~ 4.0 OTHER TERMS & CONDITIONS OF EMPLOYMENT

4.1 Employee Rules, Policies, and Procedures Manual: All of the District's employee rules, policies and procedures are hereby incorporated by reference.

4.2 Compliance with Chapter 11.5 of Division 4 of Title 1 of the California Government Code:

1. The point of contact for the Management Employee Association will be the signatories of this MOU for implementation of this statute. Changes to these representatives may be made via written instruction from the Association to the District and will not create the need for a new MOU.
2. The Association will develop and maintain written information, to be approved by the District, to be given to new employees by the District during their orientation meeting with Human Resources.
3. The District will allow the Association thirty (30) minutes of release time for no more than two (2) Association members to meet with the new employee, if the new employee so chooses, within the first thirty (30) days of the new employee's tenure.
4. The District shall provide to the Association, via electronic mail, the name, job title, department, work location, work, home, and personal cellular telephone number, personal email address on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.
5. The District shall provide to the Association the same employee information listed in #4 by October 1, January 1, April 1, and July 1 of each year for all Management employees.

The DISTRICT and MANAGEMENT EMPLOYEES acknowledge that this Memorandum of Understanding shall not be in full force and effect until approved by the non-management bargaining unit employees and adopted by the Governing Board of the Great Basin Unified Air Pollution Control District. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the DISTRICT and the MANAGEMENT EMPLOYEES, and entered into this 14th 5th day of September 2016 2019.

**GREAT BASIN UNIFIED AIR POLLUTION
CONTROL DISTRICT GOVERNING BOARD**

By: _____ Dated: _____

MANAGEMENT EMPLOYEE REPRESENTATIVE(S)

By: _____ Dated: _____

By: _____ Dated: _____

ATTACHMENT "A"
Salary Schedule for Management Employees

Fiscal Year 2019-20 Salary Schedule for District Employees

JULY 1, 2019 - JUNE 30, 2020

6.0% COLA

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
<u>1</u>	3742	3929	4126	4332	4549	51	6155	6462	6785	7125	7481	101	10122	10628	11160	11718	12303
<u>2</u>	3780	3969	4167	4375	4594	52	6216	6527	6853	7196	7556	102	10223	10734	11271	11835	12426
<u>3</u>	3817	4008	4209	4419	4640	53	6278	6592	6922	7268	7631	103	10326	10842	11384	11953	12551
<u>4</u>	3856	4048	4251	4463	4687	54	6341	6658	6991	7341	7708	104	10429	10950	11498	12073	12676
<u>5</u>	3894	4089	4293	4508	4733	55	6405	6725	7061	7414	7785	105	10533	11060	11613	12193	12803
<u>6</u>	3933	4130	4336	4553	4781	56	6469	6792	7132	7488	7863	106	10638	11170	11729	12315	12931
<u>7</u>	3972	4171	4380	4599	4829	57	6533	6860	7203	7563	7941	107	10745	11282	11846	12438	13060
<u>8</u>	4012	4213	4423	4645	4877	58	6599	6929	7275	7639	8021	108	10852	11395	11965	12563	13191
<u>9</u>	4052	4255	4468	4691	4926	59	6665	6998	7348	7715	8101	109	10961	11509	12084	12688	13323
<u>10</u>	4093	4297	4512	4738	4975	60	6731	7068	7421	7792	8182	110	11070	11624	12205	12815	13456
<u>11</u>	4134	4340	4557	4785	5025	61	6799	7138	7495	7870	8264	111	11181	11740	12327	12943	13591
<u>12</u>	4175	4384	4603	4833	5075	62	6867	7210	7570	7949	8346	112	11293	11858	12450	13073	13727
<u>13</u>	4217	4428	4649	4882	5126	63	6935	7282	7646	8028	8430	113	11406	11976	12575	13204	13864
<u>14</u>	4259	4472	4696	4930	5177	64	7005	7355	7722	8109	8514	114	11520	12096	12701	13336	14002
<u>15</u>	4302	4517	4743	4980	5229	65	7075	7428	7800	8190	8599	115	11635	12217	12828	13469	14142
<u>16</u>	4345	4562	4790	5029	5281	66	7145	7503	7878	8272	8685	116	11751	12339	12956	13604	14284
<u>17</u>	4388	4607	4838	5080	5334	67	7217	7578	7956	8354	8772	117	11869	12462	13085	13740	14427
<u>18</u>	4432	4654	4886	5131	5387	68	7289	7653	8036	8438	8860	118	11988	12587	13216	13877	14571
<u>19</u>	4476	4700	4935	5182	5441	69	7362	7730	8116	8522	8948	119	12107	12713	13349	14016	14717
<u>20</u>	4521	4747	4984	5234	5495	70	7435	7807	8198	8607	9038	120	12229	12840	13482	14156	14864
<u>21</u>	4566	4795	5034	5286	5550	71	7510	7885	8280	8694	9128	121	12351	12968	13617	14298	15013
<u>22</u>	4612	4843	5085	5339	5606	72	7585	7964	8362	8780	9219	122	12474	13098	13753	14441	15163
<u>23</u>	4658	4891	5135	5392	5662	73	7661	8044	8446	8868	9312	123	12599	13229	13891	14585	15314
<u>24</u>	4705	4940	5187	5446	5718	74	7737	8124	8530	8957	9405	124	12725	13361	14029	14731	15467
<u>25</u>	4752	4989	5239	5501	5776	75	7815	8205	8616	9047	9499	125	12852	13495	14170	14878	15622
<u>26</u>	4799	5039	5291	5556	5833	76	7893	8288	8702	9137	9594						
<u>27</u>	4847	5090	5344	5611	5892	77	7972	8370	8789	9228	9690						
<u>28</u>	4896	5140	5397	5667	5951	78	8052	8454	8877	9321	9787						
<u>29</u>	4945	5192	5451	5724	6010	79	8132	8539	8966	9414	9885						
<u>30</u>	4994	5244	5506	5781	6070	80	8213	8624	9055	9508	9983						
<u>31</u>	5044	5296	5561	5839	6131	81	8295	8710	9146	9603	10083						
<u>32</u>	5094	5349	5617	5897	6192	82	8378	8797	9237	9699	10184						
<u>33</u>	5145	5403	5673	5956	6254	83	8462	8885	9330	9796	10286						
<u>34</u>	5197	5457	5729	6016	6317	84	8547	8974	9423	9894	10389						
<u>35</u>	5249	5511	5787	6076	6380	85	8632	9064	9517	9993	10493						
<u>36</u>	5301	5566	5845	6137	6444	86	8719	9155	9612	10093	10598						
<u>37</u>	5354	5622	5903	6198	6508	87	8806	9246	9708	10194	10704						
<u>38</u>	5408	5678	5962	6260	6573	88	8894	9339	9806	10296	10811						
<u>39</u>	5462	5735	6022	6323	6639	89	8983	9432	9904	10399	10919						
<u>40</u>	5517	5792	6082	6386	6705	90	9073	9526	10003	10503	11028						
<u>41</u>	5572	5850	6143	6450	6772	91	9163	9622	10103	10608	11138						
<u>42</u>	5627	5909	6204	6514	6840	92	9255	9718	10204	10714	11250						
<u>43</u>	5684	5968	6266	6580	6909	93	9348	9815	10306	10821	11362						
<u>44</u>	5741	6028	6329	6645	6978	94	9441	9913	10409	10929	11476						
<u>45</u>	5798	6088	6392	6712	7047	95	9535	10012	10513	11038	11590						
<u>46</u>	5856	6149	6456	6779	7118	96	9631	10112	10618	11149	11706						
<u>47</u>	5914	6210	6521	6847	7189	97	9727	10213	10724	11260	11823						
<u>48</u>	5974	6272	6586	6915	7261	98	9824	10316	10831	11373	11942						
<u>49</u>	6033	6335	6652	6984	7334	99	9923	10419	10940	11487	12061						
<u>50</u>	6094	6398	6718	7054	7407	100	10022	10523	11049	11602	12182						

ATTACHMENT "A"
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment – July 1, 2016 – June 30, 2017

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3360	3528	3705	3890	4084	51	5526	5803	6093	6398	6717	101	9089	9543	10021	10522	11048
2	3394	3564	3742	3929	4125	52	5582	5861	6154	6462	6785	102	9180	9639	10121	10627	11158
3	3428	3599	3779	3968	4167	53	5638	5919	6215	6526	6852	103	9272	9735	10222	10733	11270
4	3462	3635	3817	4008	4208	54	5694	5979	6278	6591	6921	104	9364	9833	10324	10840	11382
5	3497	3672	3855	4048	4250	55	5751	6038	6340	6657	6990	105	9458	9931	10427	10949	11496
6	3532	3708	3894	4088	4293	56	5808	6099	6404	6724	7060	106	9553	10030	10532	11058	11611
7	3567	3745	3933	4129	4336	57	5866	6160	6468	6791	7131	107	9648	10131	10637	11169	11727
8	3603	3783	3972	4171	4379	58	5925	6221	6532	6859	7202	108	9745	10232	10743	11281	11845
9	3639	3821	4012	4212	4423	59	5984	6284	6598	6928	7274	109	9842	10334	10851	11393	11963
10	3675	3859	4052	4254	4467	60	6044	6346	6664	6997	7347	110	9940	10438	10959	11507	12083
11	3712	3897	4092	4297	4512	61	6105	6410	6730	7067	7420	111	10040	10542	11069	11622	12204
12	3749	3936	4133	4340	4557	62	6166	6474	6798	7138	7494	112	10140	10647	11180	11739	12326
13	3786	3976	4175	4383	4602	63	6227	6539	6866	7209	7569	113	10242	10754	11291	11856	12449
14	3824	4016	4216	4427	4649	64	6290	6604	6934	7281	7645	114	10344	10861	11404	11975	12573
15	3863	4056	4258	4471	4695	65	6353	6670	7004	7354	7722	115	10448	10970	11518	12094	12699
16	3901	4096	4301	4516	4742	66	6416	6737	7074	7427	7799	116	10552	11080	11634	12215	12826
17	3940	4137	4344	4561	4789	67	6480	6804	7144	7502	7877	117	10658	11190	11750	12337	12954
18	3980	4179	4388	4607	4837	68	6545	6872	7216	7577	7956	118	10764	11302	11867	12461	13084
19	4019	4220	4431	4653	4886	69	6610	6941	7288	7652	8035	119	10872	11415	11986	12585	13215
20	4060	4263	4476	4700	4934	70	6677	7010	7361	7729	8115	120	10980	11530	12106	12711	13347
21	4100	4305	4520	4747	4984	71	6743	7080	7435	7806	8197	121	11090	11645	12227	12838	13480
22	4141	4348	4566	4794	5034	72	6811	7151	7509	7884	8279	122	11201	11761	12349	12967	13615
23	4183	4392	4611	4842	5084	73	6879	7223	7584	7963	8361	123	11313	11879	12473	13096	13751
24	4224	4436	4657	4890	5135	74	6948	7295	7660	8043	8445	124	11426	11998	12598	13227	13889
25	4267	4480	4704	4939	5186	75	7017	7368	7736	8123	8529	125	11541	12118	12724	13360	14028
26	4309	4525	4751	4989	5238	76	7087	7442	7814	8204	8615						
27	4352	4570	4799	5039	5290	77	7158	7516	7892	8286	8701						
28	4396	4616	4847	5089	5343	78	7230	7591	7971	8369	8788						
29	4440	4662	4895	5140	5397	79	7302	7667	8051	8453	8876						
30	4484	4709	4944	5191	5451	80	7375	7744	8131	8538	8964						
31	4529	4756	4993	5243	5505	81	7449	7821	8212	8623	9054						
32	4574	4803	5043	5296	5560	82	7523	7899	8294	8709	9145						
33	4620	4851	5094	5348	5616	83	7599	7978	8377	8796	9236						
34	4666	4900	5145	5402	5672	84	7675	8058	8461	8884	9328						
35	4713	4949	5196	5456	5729	85	7751	8139	8546	8973	9422						
36	4760	4998	5248	5511	5786	86	7829	8220	8631	9063	9516						
37	4808	5048	5301	5566	5844	87	7907	8302	8718	9153	9611						
38	4856	5099	5354	5621	5902	88	7986	8385	8805	9245	9707						
39	4904	5150	5407	5678	5961	89	8066	8469	8893	9337	9804						
40	4953	5201	5461	5734	6021	90	8147	8554	8982	9431	9902						
41	5003	5253	5516	5792	6081	91	8228	8640	9072	9525	10001						
42	5053	5306	5571	5850	6142	92	8310	8726	9162	9620	10101						
43	5104	5359	5627	5908	6203	93	8394	8813	9254	9717	10202						
44	5155	5412	5683	5967	6265	94	8477	8901	9346	9814	10304						
45	5206	5466	5740	6027	6328	95	8562	8990	9440	9912	10407						
46	5258	5521	5797	6087	6391	96	8648	9080	9534	10011	10512						
47	5311	5576	5855	6148	6455	97	8734	9171	9630	10111	10617						
48	5364	5632	5914	6209	6520	98	8822	9263	9726	10212	10723						
49	5418	5688	5973	6272	6585	99	8910	9355	9823	10314	10830						
50	5472	5745	6033	6334	6651	100	8999	9449	9921	10417	10938						

ATTACHMENT “B”
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment – July 1, 2017 – June 30, 2018

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3444	3617	3797	3987	4187	51	5665	5948	6245	6558	6885	101	9316	9782	10271	10785	11324
2	3479	3653	3835	4027	4228	52	5721	6007	6308	6623	6954	102	9409	9880	10374	10893	11437
3	3514	3689	3874	4067	4271	53	5778	6067	6371	6689	7024	103	9503	9979	10478	11001	11552
4	3549	3726	3912	4108	4313	54	5836	6128	6434	6756	7094	104	9599	10078	10582	11111	11667
5	3584	3763	3952	4149	4357	55	5895	6189	6499	6824	7165	105	9694	10179	10688	11223	11784
6	3620	3801	3991	4191	4400	56	5954	6251	6564	6892	7237	106	9791	10281	10795	11335	11902
7	3656	3839	4031	4233	4444	57	6013	6314	6629	6961	7309	107	9889	10384	10903	11448	12021
8	3693	3877	4071	4275	4489	58	6073	6377	6696	7031	7382	108	9988	10488	11012	11563	12141
9	3730	3916	4112	4318	4533	59	6134	6441	6763	7101	7456	109	10088	10593	11122	11678	12262
10	3767	3955	4153	4361	4579	60	6195	6505	6830	7172	7530	110	10189	10698	11233	11795	12385
11	3805	3995	4195	4404	4625	61	6257	6570	6899	7244	7606	111	10291	10805	11346	11913	12509
12	3843	4035	4237	4448	4671	62	6320	6636	6968	7316	7682	112	10394	10914	11459	12032	12634
13	3881	4075	4279	4493	4718	63	6383	6702	7037	7389	7759	113	10498	11023	11574	12152	12760
14	3920	4116	4322	4538	4765	64	6447	6769	7108	7463	7836	114	10603	11133	11690	12274	12888
15	3959	4157	4365	4583	4812	65	6511	6837	7179	7538	7915	115	10709	11244	11806	12397	13017
16	3999	4199	4409	4629	4860	66	6576	6905	7251	7613	7994	116	10816	11357	11924	12521	13147
17	4039	4241	4453	4675	4909	67	6642	6974	7323	7689	8074	117	10924	11470	12044	12646	13278
18	4079	4283	4497	4722	4958	68	6709	7044	7396	7766	8154	118	11033	11585	12164	12772	13411
19	4120	4326	4542	4769	5008	69	6776	7115	7470	7844	8236	119	11144	11701	12286	12900	13545
20	4161	4369	4588	4817	5058	70	6843	7186	7545	7922	8318	120	11255	11818	12409	13029	13681
21	4203	4413	4633	4865	5108	71	6912	7258	7620	8001	8401	121	11368	11936	12533	13159	13817
22	4245	4457	4680	4914	5160	72	6981	7330	7697	8081	8485	122	11481	12055	12658	13291	13956
23	4287	4502	4727	4963	5211	73	7051	7403	7774	8162	8570	123	11596	12176	12785	13424	14095
24	4330	4547	4774	5013	5263	74	7121	7477	7851	8244	8656	124	11712	12298	12912	13558	14236
25	4373	4592	4822	5063	5316	75	7193	7552	7930	8326	8743	125	11829	12421	13042	13694	14378
26	4417	4638	4870	5113	5369	76	7264	7628	8009	8410	8830						
27	4461	4684	4919	5164	5423	77	7337	7704	8089	8494	8918						
28	4506	4731	4968	5216	5477	78	7411	7781	8170	8579	9008						
29	4551	4778	5017	5268	5532	79	7485	7859	8252	8664	9098						
30	4596	4826	5068	5321	5587	80	7559	7937	8334	8751	9189						
31	4642	4875	5118	5374	5643	81	7635	8017	8418	8839	9280						
32	4689	4923	5169	5428	5699	82	7711	8097	8502	8927	9373						
33	4736	4973	5221	5482	5756	83	7789	8178	8587	9016	9467						
34	4783	5022	5273	5537	5814	84	7866	8260	8673	9106	9562						
35	4831	5072	5326	5592	5872	85	7945	8342	8759	9197	9657						
36	4879	5123	5379	5648	5931	86	8025	8426	8847	9289	9754						
37	4928	5174	5433	5705	5990	87	8105	8510	8936	9382	9851						
38	4977	5226	5487	5762	6050	88	8186	8595	9025	9476	9950						
39	5027	5278	5542	5819	6110	89	8268	8681	9115	9571	10049						
40	5077	5331	5598	5878	6172	90	8350	8768	9206	9667	10150						
41	5128	5385	5654	5936	6233	91	8434	8856	9298	9763	10251						
42	5179	5438	5710	5996	6296	92	8518	8944	9391	9861	10354						
43	5231	5493	5767	6056	6359	93	8603	9034	9485	9959	10457						
44	5283	5548	5825	6116	6422	94	8689	9124	9580	10059	10562						
45	5336	5603	5883	6177	6486	95	8776	9215	9676	10160	10668						
46	5390	5659	5942	6239	6551	96	8864	9307	9773	10261	10774						
47	5444	5716	6002	6302	6617	97	8953	9400	9870	10364	10882						
48	5498	5773	6062	6365	6683	98	9042	9494	9969	10468	10991						
49	5553	5831	6122	6428	6750	99	9133	9589	10069	10572	11101						
50	5609	5889	6183	6493	6817	100	9224	9685	10169	10678	11212						

ATTACHMENT “C”
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment – July 1, 2018 – June 30, 2019

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3530	3707	3892	4087	4291	51	5806	6097	6401	6721	7058	101	9549	10027	10528	11054	11607
2	3566	3744	3931	4128	4334	52	5864	6158	6465	6789	7128	102	9645	10127	10633	11165	11723
3	3601	3781	3971	4169	4377	53	5923	6219	6530	6857	7199	103	9741	10228	10740	11276	11840
4	3637	3819	4010	4211	4421	54	5982	6281	6595	6925	7271	104	9838	10330	10847	11389	11959
5	3674	3857	4050	4253	4465	55	6042	6344	6661	6994	7344	105	9937	10434	10955	11503	12078
6	3711	3896	4091	4295	4510	56	6102	6408	6728	7064	7418	106	10036	10538	11065	11618	12199
7	3748	3935	4132	4338	4555	57	6163	6472	6795	7135	7492	107	10137	10643	11176	11734	12321
8	3785	3974	4173	4382	4601	58	6225	6536	6863	7206	7567	108	10238	10750	11287	11852	12444
9	3823	4014	4215	4426	4647	59	6287	6602	6932	7278	7642	109	10340	10857	11400	11970	12569
10	3861	4054	4257	4470	4693	60	6350	6668	7001	7351	7719	110	10444	10966	11514	12090	12694
11	3900	4095	4300	4514	4740	61	6414	6734	7071	7425	7796	111	10548	11076	11629	12211	12821
12	3939	4136	4343	4560	4788	62	6478	6802	7142	7499	7874	112	10654	11186	11746	12333	12950
13	3978	4177	4386	4605	4835	63	6543	6870	7213	7574	7953	113	10760	11298	11863	12456	13079
14	4018	4219	4430	4651	4884	64	6608	6938	7285	7650	8032	114	10868	11411	11982	12581	13210
15	4058	4261	4474	4698	4933	65	6674	7008	7358	7726	8112	115	10976	11525	12102	12707	13342
16	4099	4304	4519	4745	4982	66	6741	7078	7432	7803	8194	116	11086	11641	12223	12834	13475
17	4140	4347	4564	4792	5032	67	6808	7149	7506	7881	8275	117	11197	11757	12345	12962	13610
18	4181	4390	4610	4840	5082	68	6876	7220	7581	7960	8358	118	11309	11875	12468	13092	13746
19	4223	4434	4656	4889	5133	69	6945	7292	7657	8040	8442	119	11422	11993	12593	13223	13884
20	4265	4478	4702	4937	5184	70	7015	7365	7734	8120	8526	120	11536	12113	12719	13355	14023
21	4308	4523	4749	4987	5236	71	7085	7439	7811	8201	8612	121	11652	12234	12846	13488	14163
22	4351	4568	4797	5037	5288	72	7156	7513	7889	8283	8698	122	11768	12357	12975	13623	14304
23	4394	4614	4845	5087	5341	73	7227	7588	7968	8366	8785	123	11886	12480	13104	13759	14447
24	4438	4660	4893	5138	5395	74	7299	7664	8048	8450	8872	124	12005	12605	13235	13897	14592
25	4483	4707	4942	5189	5449	75	7372	7741	8128	8534	8961	125	12125	12731	13368	14036	14738
26	4528	4754	4992	5241	5503	76	7446	7818	8209	8620	9051						
27	4573	4801	5042	5294	5558	77	7521	7897	8291	8706	9141						
28	4619	4849	5092	5347	5614	78	7596	7976	8374	8793	9233						
29	4665	4898	5143	5400	5670	79	7672	8055	8458	8881	9325						
30	4711	4947	5194	5454	5727	80	7748	8136	8543	8970	9418						
31	4758	4996	5246	5509	5784	81	7826	8217	8628	9059	9512						
32	4806	5046	5299	5564	5842	82	7904	8299	8714	9150	9608						
33	4854	5097	5352	5619	5900	83	7983	8382	8802	9242	9704						
34	4903	5148	5405	5675	5959	84	8063	8466	8890	9334	9801						
35	4952	5199	5459	5732	6019	85	8144	8551	8978	9427	9899						
36	5001	5251	5514	5790	6079	86	8225	8636	9068	9522	9998						
37	5051	5304	5569	5847	6140	87	8307	8723	9159	9617	10098						
38	5102	5357	5625	5906	6201	88	8390	8810	9250	9713	10199						
39	5153	5410	5681	5965	6263	89	8474	8898	9343	9810	10301						
40	5204	5464	5738	6025	6326	90	8559	8987	9436	9908	10404						
41	5256	5519	5795	6085	6389	91	8645	9077	9531	10007	10508						
42	5309	5574	5853	6146	6453	92	8731	9168	9626	10107	10613						
43	5362	5630	5912	6207	6518	93	8818	9259	9722	10208	10719						
44	5416	5686	5971	6269	6583	94	8907	9352	9820	10311	10826						
45	5470	5743	6030	6332	6649	95	8996	9445	9918	10414	10934						
46	5524	5801	6091	6395	6715	96	9086	9540	10017	10518	11044						
47	5580	5859	6152	6459	6782	97	9177	9635	10117	10623	11154						
48	5635	5917	6213	6524	6850	98	9268	9732	10218	10729	11266						
49	5692	5976	6275	6589	6918	99	9361	9829	10320	10836	11378						
50	5749	6036	6338	6655	6988	100	9455	9927	10424	10945	11492						

ATTACHMENT “~~BD~~”
Management Employee Classifications (Exempt)

<u>Class</u>	<u>Position</u>	<u>Grade</u>
1	Deputy Air Pollution Control Officer	92 ⁺
2	Director of Technical Services	72

~~⁺Per Amendment 1 to the Management Employee 2014-2016 MOU, this position was reclassified to a grade 101, and that MOU was extended through December 31, 2016, for this position only. Upon the expiration of that MOU's amendment on January 1, 2017, this MOU will apply to the Deputy Air Pollution Control Officer Position.~~

ATTACHMENT “EC”
Definitions

- 1 **APCO:** Air Pollution Control Officer or Designee.
- 2 **Class of Position:** All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- 3 **Close Relative:** Immediate family (as defined below) and grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, grandchild.
- 4 **Compensation:** Salaries and wages paid to employees.
- 5 **Governing Board:** The Great Basin Unified Air Pollution Control Board.
- 6 **Employee:** A person legally occupying a position in District service.
- 7 **Full-Time Employee:** Any employee who is appointed to a permanent full-time position in the District.
- 8 **Immediate Family:** An employee’s spouse, child (natural, adopted, step), child for whom said employee is legal guardian, parent (natural, adopted, step), and person whose relationship to employee has been that of a guardian to the employee.
- 9 **Management Employee:** An employee who is engaged in developing, implementing or recommending policy, including but not limited to: 1) Governing Board and District Officers who recommend or otherwise significantly affect District policy.
- 10 **Merit Advancement:** A salary increase within the limits of the pay range established for a class.
- 11 **Non-Management Employee:** An employee who is considered non-exempt on the basis of the Fair Labor Standards Act and are therefore entitled to overtime and compensative time pay.
- 12 **Position:** A collection of duties and responsibilities which require the full-time or part-time services and employment of one person.
- 13 **Regular Status:** The status of an employee, following the successful completion of his probationary period, which entitles him to appeal a discharge which he believes was made without reasonable cause.
- 14 **Various Words:** Words used in the present tense include the future, except where the natural construction of this resolution otherwise indicates. Words in the singular number include the plural, and words in the plural number, include the singular; and the word "shall" is mandatory and not directory.

~~ATTACHMENT "F"~~

CalPERS Notice: Benefit Formula and Contribution Rates for New Members
Effective January 1, 2013

California Public Employees' Retirement System

Actuarial Office

P.O. Box 942704

Sacramento, CA 94229-2704

TTY: (877) 249-7442

888 CalPERS (or 888-225-7377) phone • (916) 795-3005 fax

www.calpers.ca.gov



December 19, 2012

Employer Name: Great Basin Unified Air Pollution Control District

CalPERS ID: 6647241995

Employee Category: Miscellaneous

Rate Plan Identifier: 26744

Dear Employer:

**Subject: BENEFIT FORMULA AND CONTRIBUTION RATES FOR NEW MEMBERS
EFFECTIVE JANUARY 1, 2013**

The purpose of this letter is to inform you about the impact that the recent passage of Assembly Bill (AB) 340 pension reform will have on employee and employer contribution rates to CalPERS. AB 340 created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member as per PEPRA. Please refer to the [Pension Reform](#) section of the CalPERS website for more information on pension reform, including information regarding when an employee will be considered a new member under PEPRA.

The table below provides information on the benefit formula, final compensation period and the employer and member contribution rates effective January 1, 2013 for any miscellaneous employees that meet the definition of a new member under PEPRA.

Benefit Formula	Miscellaneous 2% at Age 62
Final Compensation Period	3 Year Final Compensation
Employer Contribution Rate as a percentage of payroll	6.25% of Reportable Compensation
Member Contribution Rate as a percentage of payroll	6.25% of Reportable Compensation

Since you currently participate in a risk pool, your new miscellaneous members will participate in the Miscellaneous 2 percent at age 62 risk pool that was created by the CalPERS Board in November 2012 in response to the passage of PEPRA. The **employer** contribution rate listed above will be good until June 30, 2015. This rate will not be revised until the June 30, 2013 actuarial valuation of the Miscellaneous 2 percent at age 62 risk pool is completed in the fall of 2014 that will set the contribution requirement for fiscal year July 1, 2015 through June 30, 2016.

In accordance with PEPRA and CalPERS interpretation of the term similarly situated, the member contribution rate shown in the above table was set at 50% of the expected total

normal cost rate for the benefits that will apply to your new miscellaneous members on January 1, 2013 rounded to the nearest one quarter of one percent. The total normal cost rate used for this calculation is 12.5 percent of payroll. The normal cost rate was derived based on the benefit formula and final compensation period listed in the above table as well as all other optional benefit provisions you have contracted with CalPERS for your employees. Since the actual demographics of your new pool will not be known until new members are hired, and due to the limited time available for implementation of PEPRA, the normal cost rate was derived based on the demographics of a pool of CalPERS employers and the actuarial assumptions used in the [Actuarial Cost Analysis](#) of AB 340. For information on how the normal cost was derived and the actuarial assumptions used, please refer to the following link on the CalPERS website at:

<http://www.calpers.ca.gov/eip-docs/employer/program-services/member-rates-pepra.pdf>

Note that the member contribution rate may change over time if the total normal cost for new members fluctuates by more than one percent of payroll over the estimated initial normal cost rate of 12.5 percent of payroll. The total normal cost rate will be impacted over time by the actual demographics of the Miscellaneous 2 percent at age 62 risk pool and the actuarial assumptions used in the funding of the retirement benefits. The member rate will be reviewed once a year when the actuarial valuation of your plan is performed. The first review is expected to be in conjunction with the June 30, 2013 actuarial valuation that will take place in the fall of 2014. Therefore, the member contribution rate listed in the above table is expected to remain unchanged until July 1, 2015.

For more information, you may visit the CalPERS website at www.calpers.ca.gov. If you have questions, please contact the CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7377).

Sincerely,



ALAN MILLIGAN
Chief Actuary

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
NON-MANAGEMENT EMPLOYEE ASSOCIATION
FOR
JULY 1, ~~2016~~2019 – JUNE 30, ~~2019~~2023
(~~Three~~Four year agreement)**

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ATTACHMENT “A” - Salary Schedule for ~~Non-Management~~District Employees ~~2016-2017~~2019-2020

ATTACHMENT “B” —~~Salary Schedule for Non-Management Employees 2017-2018~~

~~ATTACHMENT “C” —Salary Schedule for Non-Management Employees 2018-2019~~

~~ATTACHMENT “D” —~~ Non-Management Employee Classifications

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~~ATTACHMENT “F” —CalPERS Notice: Benefit Formula and Contribution Rates for New Members Effective January 1, 2013 (Dated December 19, 2012)~~

1.0 GENERAL PROVISIONS

1.1 Recognition: The Great Basin Unified Air Pollution Control District (hereinafter referred to as “District”) recognizes the Great Basin Unified Air Pollution Control District Non-Management Employee Association (hereinafter referred to as the “Association”), as the employee organization representing all non-management employees for the purpose of meeting the obligations under the Meyers-Milias-Brown Act, Government Code 3500, *et seq.*

1.2 Non-Discrimination:

1.2.1 The District will recognize and protect the rights of all non-management employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

1.2.2 The District and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, or any other protected classes listed in the California Fair Employment and Housing Act, Government Code 12900-12996, or in Title VII of the Civil Rights Act, Section 700 et seq. The District and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision of this Agreement to be in compliance with federal or state anti-discrimination laws.

~~1.2.4~~ **1.2.3** Whenever the masculine gender is used in this Agreement or Memorandum of Understanding (MOU), it shall be understood to also include the feminine gender.

1.3 Memorandum of Understanding:

1.3.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

1.3.2 The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification of change in any provision or provisions of this MOU in order to comply with federal or state laws.

1.3.3 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

1.3.4 Term: This Memorandum of Understanding shall continue in force and effect for a

~~three~~four-year period from July 1, ~~2016~~2019 through June 30, ~~2019~~2023

~~1.3.5~~ — Intent: It is the intent of this MOU that Non Management employees' salaries be increased by two and one half percent (2.5%) on July 1, 2016, two and one half percent (2.5%) on July 1, 2017, and two and one half percent (2.5%) on July 1, 2018 and that there be no other changes to employee compensation, benefits or other conditions of employment during the term of this MOU, unless specifically agreed to by both the District and the Non Management employees in writing.

~~2.0~~ **2.0 COMPENSATION**

~~2.1~~ — **Cost of Living Index:** The COLA index is established according to the Los Angeles Riverside Orange County index, as it is made public on October 1st of each year.

2.1 Cost-of-Living Adjustments: Effective July 1, 2019, all salary ranges will be increased to reflect a 6% cost of living adjustment (COLA). Every July 1 thereafter through the period of the MOU (FY 2020-2021, 2021-2022, and 2022-2023), salary ranges shall be increased by a percentage equal to the percentage increase in the annual Consumer Price Index as determined by the US Bureau of Labor Statistics, to the nearest one-tenth percent, for Urban Wage Earners and Clerical Workers (Base Period: 1982-84=100) (CPI-W) for the Los-Angeles-Long Beach-Anaheim area, as measured from the prior October to September (12-month period) of each year, provided that when the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%; and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%. All monthly salaries shall be rounded off to the nearest dollar.

2.2 Salary Range & Merit Advancement: An employee shall be paid a salary within the monthly range or rate or equivalent hourly rate established for the class or position to which he has been appointed. A regular status employee may be advanced to the next higher step of the salary range approved for the class of the position he fills based on his anniversary date and performance, as set forth in the District's Employee Rules, Policies, & Procedures Manual.

2.3 Salaries: Effective July 1, ~~2016~~2019 through June 30, ~~2017~~2020, the salaries of non-management employees shall be determined from Attachment "A," based on their approved grade and step. The salaries in Attachment "A" reflect a ~~2.56.0%~~ increase over ~~2015-2016~~2018-2019. Effective July 1, ~~2017 through June 30, 2018~~2020, the salaries of non-management employees shall be determined from Attachment "B," based on their approved grade as stated in section 2.1, and step. ~~The salaries in Attachment "B" reflect a 2.5% increase over 2016-2017. Effective~~likewise for July 1, 2018 through June 30, 2019, the salaries of non-management employees shall be determined from Attachment "C," based on their approved grade~~2021, and step. The salaries in Attachment "C" reflect a 2.5% increase over 2017-2018.~~July 1, 2022.

2.4 Longevity Pay: The District shall pay longevity pay in addition to base pay, after an employee completes ten, fifteen, and twenty years of consecutive service from their anniversary date (as set forth in the District's Employee Rules, Policies and Procedures) as follows:

- After 10 years – Base Pay + 2.0 % Longevity
- After 15 years – Base Pay + 4.5% Longevity
- After 20 years – Base Pay + 7.5% Longevity

2.5 Overtime and Compensative Time: Overtime may be worked only when approved by the APCO in advance. Payment of overtime shall be compensative time up 40 hours per week, and compensation at time-and-one-half over 40 hours. The maximum amount of compensative time that may be accumulated is 80 hours. Hours worked will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. ¶ 201, et seq. Hours worked does not include time for which an employee is compensated but does not actually work.

2.6 Paydays: Employees shall be paid twice per month on a schedule of dates approved by the Governing Board.

3.0 BENEFITS

3.1 Health, Dental, and Vision Insurances: The District shall contract with the California Public Employees Retirement System (PERS) for PERS Care and PERS Choice one-party, two-party and family medical benefit coverage plans during the term of this Agreement and agrees to pay total employer and employee contributions to PERS for active and retired employees of the District. PERS requires that governmental agencies that contract for PERS health insurance programs to provide health benefits to persons who retire from it on the same basis as it provides for its current employees. Retiree health benefits shall be paid fully out of the District's Retiree Health Benefit Trust Funds. The District shall provide ~~and pay fully~~ for mandatory employee and dependent dental and vision insurance plans, with the premiums being paid fully by the employees.

3.2 Life/AD&D and State Disability: The District shall provide and pay fully for active employee-only Life Insurance (\$20,000) & Accidental Death & Dismemberment Insurance (\$20,000) and State Disability Insurance.

3.3 Retirement Provisions, Employees with Date of Hire prior to January 1, 2013: Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by laws and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2.5 % at 55 formula for local miscellaneous members ('District Retirement Plan I'). The District shall pay 100% of the employer's share of the District Retirement Plan I. Employees shall contribute 2% of reportable annual wages towards the employee share of the District Retirement Plan I. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan I. Normal retirement age is 55. In addition to the employer paid member contribution (PERS on PERS), this plan includes final compensation based on highest one year's salary, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.4 Retirement Provisions, Employees with Date of Hire on or after January 1, 2013: These provisions are a result of the passage of Assembly Bills 340 and 197 (California Government Code Sections 7522.30, 20516, and 20516.5), the Public Employees' Pension Reform Act (PEPRA). Persons other than elected officers holding District employment shall be members of the California Public Employees Retirement System as provided by law and terms of the contract in effect between the District and the California Public Employees Retirement System. The District shall provide the following retirement plan: CalPERS 2% at 62 formula for local miscellaneous members ('District Retirement Plan II'). The District shall pay 100% of the employer's share, ~~currently 6.25%,~~ of the District Retirement Plan II. Employees shall contribute 100 % of the employee share, currently ~~6.25~~7.5% of reportable annual wages, of the District Retirement Plan II, as required under PEPRA~~*,~~. The District shall pay the remainder of the cost of the employees' share and any other costs of the District Retirement Plan II. Normal retirement age under District Retirement Plan II is 62. This plan includes final compensation based on final three years' salaries, provision for the conversion of up to 200 days of accrued sick leave to service credit, buy-back of previous service, and purchase of up to 4 years of military/merchant marine service credit. The District shall pay the employer and employee contribution requirements for Social Security and Medicare.

3.5 Deferred Compensation: The District shall provide deferred compensation investment program options for employees through the CalPERS and Hartford 457 Plans. The CalPERS 457 Plan includes a Self-Managed Account (SMA) Investment Option. Participating employees shall bear full responsibility and risk for all transactions and assessed fees.

3.6 Vacation: ~~Employees who have been employed continuously for a period of six (6) calendar months, shall be entitled to five (5) working days vacation with pay.~~ Vacation shall accrue at the rate of ~~five-sixth (5/6) of a day~~one and one-quarter (1 1/4) days for each calendar month, or major fraction thereof of actual service, commencing with the date of original employment, ~~provided however that no vacation may be taken until six months of continuous service in a full time position has been completed. After three (3) full time equivalent years of continuous paid service, vacation shall accrue at the rate of one and one-quarter (1 1/4) days for each calendar month of service.~~ After six (6) full-time equivalent years of continuous paid service (starting at the beginning of the 7th year), vacation shall accrue at the rate of one (1) additional day vacation for each year of continuous paid service beyond six (6) years up to a maximum of thirty (30) vacation days per year, after 20 years of continuous paid service. Annual leave accruals per year of continuous paid service, as described above, are shown in days/equivalent hours in the following table:

Yr 1 = 10/80 <u>15/120</u>	Yr 4 = 15/120	Yr 7 = 16/128	Yr 10 = 19/152	Yr 13 = 22/176	Yr 16 = 25/200	Yr 19 = 28/224
Yr 2 = 10/80 <u>15/120</u>	Yr 5 = 15/120	Yr 8 = 17/136	Yr 11 = 20/160	Yr 14 = 23/184	Yr 17 = 26/208	Yr 20 = 29/232
Yr 3 = 10/80 <u>15/120</u>	Yr 6 = 15/120	Yr 9 = 18/144	Yr 12 = 21/168	Yr 15 = 24/192	Yr 18 = 27/216	Yr 20+ = 30/240

3.6.1 The APCO shall have full responsibility and sole discretion for setting and approving vacation leave for all employees and will make every reasonable effort to accommodate employee vacation leave requests. In doing so he shall be guided by the operational needs and service requirements of the District, the orderly conduct of the work and functions of the District, employee accrued/unused leave balances, and personal preferences of the individual employees.

3.6.2 Upon resignation, retirement, or termination, an employee may receive pay for vacation

time earned but unused as of the date of termination, up to the maximum amount of ~~24 months of accrual based on his original anniversary date and years of paid consecutive service (as set forth in the District's Personnel Rules) through the date of resignation, retirement, or termination. Upon resignation, retirement, or termination, any right to accrued/unused vacation with pay beyond the maximum amount of 24 months of accrual is lost.~~ 60 days or 480 hours.

3.6.3 To be eligible for vacation a regular part-time employee must work a minimum of twenty (20) hours per week. Vacation time earned shall be pro-rated on a basis of time worked.

3.6.4 Up to ~~forty (40)~~eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year as described in section 3.7.3.

Vacation leave may be accumulated to a maximum of 60 days/480 hours. Employees over the limit as of July 1, 2019 may still accrue and will have until June 30, 2023 to reduce their leave balance below the cap in order to continue accrual. Accrued vacation leave beyond the cap as of June 30, 2023 shall remain in the employee's balance, but additional accrual shall cease until the employee comes below the cap. Employees below the cap as of July 1, 2019 may not accrue above the cap.

If extenuating business circumstances or personal circumstances as defined by the Family Medical Leave Act prevent the employee from taking scheduled vacation time, and such circumstances result in total time accrued exceeding the vacation cap, this excess vacation time may be carried forward with a six-month extension to the cap limits by express written approval of the APCO.

3.7 Sick Leave: District officers and employees, other than temporary, part-time or seasonal employees shall be entitled to one and one-quarter (1 1/4) working days sick leave, with pay, for each calendar month of service rendered, or major fraction thereof. ~~Sick leave earned may be taken after one month of continuous employment.~~ To be eligible for sick leave, a regular part-time employee must work a minimum of twenty (20) hours per week. Regular part-time employees shall accrue sick leave in the same proportion that his working hours bear to the normal hours of a full-time position.

3.7.1 Doctor's Certificate: Any employee of the District, who shall remain absent from work on sick leave for any period in excess of seven (7) calendar days in any one period shall furnish the APCO (at employee's own expense) a certificate signed by a licensed member of the healing arts that said employee or member of his immediate family (see Attachment "[EC](#)," Definitions) was sick.

3.7.2 Sick Leave may be taken for the following reasons:

- A. Illness of the employee
- B. Illness of a member of the employee's immediate family
- C. Employee's receipt of medical or dental care which is not available except during working hours
- D. Death of a close relative.
- E. Approval for the use of sick leave beyond the restriction stated in this MOU may be granted by the Governing Board on a case-by-case basis.

3.7.3 Up to forty (40) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year provided at least 160 hours of sick leave remain after conversion. Alternately, up to eighty (80) hours of accrued sick leave may be converted to vacation at the beginning of each calendar year, provided at least 320 hours of sick leave remain after conversion.

3.7.4 Medical Emergency Sick Leave Donation Pool

The Medical Emergency Sick Leave Donation Pool will be determined by the parties to this MOU on a meet-and-confer basis. The framework of the pool will include the items below:

- o Sick leave donation will be on an hour-by-hour basis.
- o Employee accrued sick leave may be transferred to the pool at the beginning of each calendar year provided at least 160 hours of sick leave remain after transfer.
- o The pool will have a maximum of 480 hours.
- o If the pool falls below 80 hours, additional sick leave transfers will be offered.
- o Use of the pool requires medical certification, Human Resources approval, APCO approval, and must be consistent with IRS Private Ruling Letter, Rev. Rul. 90-29, 1990-1 C.B. 11.
- o Access to pool is allowed when employees have exhausted all other leave accrued.

3.8 Workman's Compensation: In the event an employee is injured in such manner or under such circumstances as to entitle him to compensation payments from the District, under the provision of the Workman's Compensation Act and who as a result of such injury is unable to perform the duties of his employment, shall be paid the difference between the amount of this compensation received and his regular salary up to the amount of his accumulated sick leave time. Accrued sick leave shall be used on a pro-rated basis for such absence in an amount equal to the difference between the compensation to

which he is entitled under the Workman's Compensation Act and his regular District pay, not to exceed the amount of his earned sick leave. Any earned vacation and compensatory time off may be used in like manner after his sick leave is exhausted.

3.9 Sick Leave Payoff: Any employee of the District whose employment is terminated upon a resignation in good standing and who has completed at least fifteen (15) years of service with the District prior to such termination shall thereupon be paid ten percent (10%) of the monetary value of any unused sick leave then to the credit of such employee. Upon retirement, disability retirement or death of an employee and subject to the provisions of any applicable agreement between the employing agency and the Public Employees Retirement System, unused accumulated sick leave shall be paid for at the rate of twenty-five percent (25%) of the monetary value of any unused sick leave then to the credit of such employee. Payment resulting from the death of an employee shall be made to the persons entitled to receive any retirement death benefits, otherwise in accordance with statutory provisions

3.10 Flexible Leave: Sixteen hours of flexible leave shall be granted each July 1 and must be exhausted by the following June 30. A new employee, upon appointment, shall be granted a prorated number of flexible leave days for the balance of their first year of employment. Flexible leave will not accrue from one year to the next. A request for flexible leave may be denied by the APCO due to operational needs. Flexible leave will not be paid should an employee, for any reason, terminate employment with the District.

3.11 Holidays: District offices, except those for which special regulations are required, shall be closed on the following legal holidays:

- January 1
- 3rd Monday in January (Martin Luther King Day)
- February 12 (known as Lincoln's Day)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- September 9 (Admission Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- 4th Thursday in November (Thanksgiving Day)
- 4th Friday in November (Friday after Thanksgiving Day)
- December 25 (Christmas Day)
- December 24, Christmas Eve and December 31, New Year's Eve - all regular employees shall be entitled to four hours of holiday with pay on their last working day preceding December 25 and January 1 of each year.

3.11.1 If any of the above designated holidays fall on a Saturday, the preceding Friday is the holiday. If any of the above designated holidays fall on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to a schedule approved by the APCO.

3.11.2 Paid holidays shall be authorized only for regular officers and employees other than

elected, temporary, part-time or seasonal employees. To be entitled to pay for such paid holidays, an officer or employee must be entitled to pay for both the scheduled working days before and after such paid holiday.

4.0 OTHER TERMS & CONDITIONS OF EMPLOYMENT

4.1 Employee Rules, Policies, and Procedures Manual: All of the District's employee rules, policies and procedures are hereby incorporated by reference.

4.2 Compliance with Chapter 11.5 of Division 4 of Title 1 of the California Government Code:

1. The point of contact for the Non-Management Employee Association will be the signatories of this MOU for implementation of this statute. Changes to these representatives may be made via written instruction from the Association to the District and will not create the need for a new MOU.
2. The Association will develop and maintain written information, to be approved by the District, to be given to new employees by the District during their orientation meeting with Human Resources.
3. The District will allow the Association thirty (30) minutes of release time for no more than two (2) Association members to meet with the new employee, if the new employee so chooses, within the first thirty (30) days of the new employee's tenure.
4. The District shall provide to the Association, via electronic mail, the name, job title, department, work location, work, home, and personal cellular telephone number, personal email address on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.
5. The District shall provide to the Association the same employee information listed in #4 by October 1, January 1, April 1, and July 1 of each year for all Non-Management employees.

The DISTRICT and NON-MANAGEMENT EMPLOYEES acknowledge that this Memorandum of Understanding shall not be in full force and effect until approved by the non-management bargaining unit employees and adopted by the Governing Board of the Great Basin Unified Air Pollution Control District. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the DISTRICT and the NON-MANAGEMENT EMPLOYEES, and entered into this ~~14th~~^{5th} day of September ~~2016~~²⁰¹⁹.

**GREAT BASIN UNIFIED AIR POLLUTION
CONTROL DISTRICT GOVERNING BOARD**

By: _____ Dated: _____

NON-MANAGEMENT EMPLOYEE REPRESENTATIVE(S)

By: _____ Dated: _____

By: _____ Dated: _____

By: _____ Dated: _____

ATTACHMENT "A"
Salary Schedule for Management Employees

Fiscal Year 2019-20 Salary Schedule for District Employees

JULY 1, 2019 - JUNE 30, 2020

6.0% COLA

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
<u>1</u>	3742	3929	4126	4332	4549	51	6155	6462	6785	7125	7481	101	10122	10628	11160	11718	12303
<u>2</u>	3780	3969	4167	4375	4594	52	6216	6527	6853	7196	7556	102	10223	10734	11271	11835	12426
<u>3</u>	3817	4008	4209	4419	4640	53	6278	6592	6922	7268	7631	103	10326	10842	11384	11953	12551
<u>4</u>	3856	4048	4251	4463	4687	54	6341	6658	6991	7341	7708	104	10429	10950	11498	12073	12676
<u>5</u>	3894	4089	4293	4508	4733	55	6405	6725	7061	7414	7785	105	10533	11060	11613	12193	12803
<u>6</u>	3933	4130	4336	4553	4781	56	6469	6792	7132	7488	7863	106	10638	11170	11729	12315	12931
<u>7</u>	3972	4171	4380	4599	4829	57	6533	6860	7203	7563	7941	107	10745	11282	11846	12438	13060
<u>8</u>	4012	4213	4423	4645	4877	58	6599	6929	7275	7639	8021	108	10852	11395	11965	12563	13191
<u>9</u>	4052	4255	4468	4691	4926	59	6665	6998	7348	7715	8101	109	10961	11509	12084	12688	13323
<u>10</u>	4093	4297	4512	4738	4975	60	6731	7068	7421	7792	8182	110	11070	11624	12205	12815	13456
<u>11</u>	4134	4340	4557	4785	5025	61	6799	7138	7495	7870	8264	111	11181	11740	12327	12943	13591
<u>12</u>	4175	4384	4603	4833	5075	62	6867	7210	7570	7949	8346	112	11293	11858	12450	13073	13727
<u>13</u>	4217	4428	4649	4882	5126	63	6935	7282	7646	8028	8430	113	11406	11976	12575	13204	13864
<u>14</u>	4259	4472	4696	4930	5177	64	7005	7355	7722	8109	8514	114	11520	12096	12701	13336	14002
<u>15</u>	4302	4517	4743	4980	5229	65	7075	7428	7800	8190	8599	115	11635	12217	12828	13469	14142
<u>16</u>	4345	4562	4790	5029	5281	66	7145	7503	7878	8272	8685	116	11751	12339	12956	13604	14284
<u>17</u>	4388	4607	4838	5080	5334	67	7217	7578	7956	8354	8772	117	11869	12462	13085	13740	14427
<u>18</u>	4432	4654	4886	5131	5387	68	7289	7653	8036	8438	8860	118	11988	12587	13216	13877	14571
<u>19</u>	4476	4700	4935	5182	5441	69	7362	7730	8116	8522	8948	119	12107	12713	13349	14016	14717
<u>20</u>	4521	4747	4984	5234	5495	70	7435	7807	8198	8607	9038	120	12229	12840	13482	14156	14864
<u>21</u>	4566	4795	5034	5286	5550	71	7510	7885	8280	8694	9128	121	12351	12968	13617	14298	15013
<u>22</u>	4612	4843	5085	5339	5606	72	7585	7964	8362	8780	9219	122	12474	13098	13753	14441	15163
<u>23</u>	4658	4891	5135	5392	5662	73	7661	8044	8446	8868	9312	123	12599	13229	13891	14585	15314
<u>24</u>	4705	4940	5187	5446	5718	74	7737	8124	8530	8957	9405	124	12725	13361	14029	14731	15467
<u>25</u>	4752	4989	5239	5501	5776	75	7815	8205	8616	9047	9499	125	12852	13495	14170	14878	15622
<u>26</u>	4799	5039	5291	5556	5833	76	7893	8288	8702	9137	9594						
<u>27</u>	4847	5090	5344	5611	5892	77	7972	8370	8789	9228	9690						
<u>28</u>	4896	5140	5397	5667	5951	78	8052	8454	8877	9321	9787						
<u>29</u>	4945	5192	5451	5724	6010	79	8132	8539	8966	9414	9885						
<u>30</u>	4994	5244	5506	5781	6070	80	8213	8624	9055	9508	9983						
<u>31</u>	5044	5296	5561	5839	6131	81	8295	8710	9146	9603	10083						
<u>32</u>	5094	5349	5617	5897	6192	82	8378	8797	9237	9699	10184						
<u>33</u>	5145	5403	5673	5956	6254	83	8462	8885	9330	9796	10286						
<u>34</u>	5197	5457	5729	6016	6317	84	8547	8974	9423	9894	10389						
<u>35</u>	5249	5511	5787	6076	6380	85	8632	9064	9517	9993	10493						
<u>36</u>	5301	5566	5845	6137	6444	86	8719	9155	9612	10093	10598						
<u>37</u>	5354	5622	5903	6198	6508	87	8806	9246	9708	10194	10704						
<u>38</u>	5408	5678	5962	6260	6573	88	8894	9339	9806	10296	10811						
<u>39</u>	5462	5735	6022	6323	6639	89	8983	9432	9904	10399	10919						
<u>40</u>	5517	5792	6082	6386	6705	90	9073	9526	10003	10503	11028						
<u>41</u>	5572	5850	6143	6450	6772	91	9163	9622	10103	10608	11138						
<u>42</u>	5627	5909	6204	6514	6840	92	9255	9718	10204	10714	11250						
<u>43</u>	5684	5968	6266	6580	6909	93	9348	9815	10306	10821	11362						
<u>44</u>	5741	6028	6329	6645	6978	94	9441	9913	10409	10929	11476						
<u>45</u>	5798	6088	6392	6712	7047	95	9535	10012	10513	11038	11590						
<u>46</u>	5856	6149	6456	6779	7118	96	9631	10112	10618	11149	11706						
<u>47</u>	5914	6210	6521	6847	7189	97	9727	10213	10724	11260	11823						
<u>48</u>	5974	6272	6586	6915	7261	98	9824	10316	10831	11373	11942						
<u>49</u>	6033	6335	6652	6984	7334	99	9923	10419	10940	11487	12061						
<u>50</u>	6094	6398	6718	7054	7407	100	10022	10523	11049	11602	12182						

ATTACHMENT "A"
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment – July 1, 2016 – June 30, 2017

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3360	3528	3705	3890	4084	51	5526	5803	6093	6398	6717	101	9089	9543	10021	10522	11048
2	3394	3564	3742	3929	4125	52	5582	5861	6154	6462	6785	102	9180	9639	10121	10627	11158
3	3428	3599	3779	3968	4167	53	5638	5919	6215	6526	6852	103	9272	9735	10222	10733	11270
4	3462	3635	3817	4008	4208	54	5694	5979	6278	6591	6921	104	9364	9833	10324	10840	11382
5	3497	3672	3855	4048	4250	55	5751	6038	6340	6657	6990	105	9458	9931	10427	10949	11496
6	3532	3708	3894	4088	4293	56	5808	6099	6404	6724	7060	106	9553	10030	10532	11058	11611
7	3567	3745	3933	4129	4336	57	5866	6160	6468	6791	7131	107	9648	10131	10637	11169	11727
8	3603	3783	3972	4171	4379	58	5925	6221	6532	6859	7202	108	9745	10232	10743	11281	11845
9	3639	3821	4012	4212	4423	59	5984	6284	6598	6928	7274	109	9842	10334	10851	11393	11963
10	3675	3859	4052	4254	4467	60	6044	6346	6664	6997	7347	110	9940	10438	10959	11507	12083
11	3712	3897	4092	4297	4512	61	6105	6410	6730	7067	7420	111	10040	10542	11069	11622	12204
12	3749	3936	4133	4340	4557	62	6166	6474	6798	7138	7494	112	10140	10647	11180	11739	12326
13	3786	3976	4175	4383	4602	63	6227	6539	6866	7209	7569	113	10242	10754	11291	11856	12449
14	3824	4016	4216	4427	4649	64	6290	6604	6934	7281	7645	114	10344	10861	11404	11975	12573
15	3863	4056	4258	4471	4695	65	6353	6670	7004	7354	7722	115	10448	10970	11518	12094	12699
16	3901	4096	4301	4516	4742	66	6416	6737	7074	7427	7799	116	10552	11080	11634	12215	12826
17	3940	4137	4344	4561	4789	67	6480	6804	7144	7502	7877	117	10658	11190	11750	12337	12954
18	3980	4179	4388	4607	4837	68	6545	6872	7216	7577	7956	118	10764	11302	11867	12461	13084
19	4019	4220	4431	4653	4886	69	6610	6941	7288	7652	8035	119	10872	11415	11986	12585	13215
20	4060	4263	4476	4700	4934	70	6677	7010	7361	7729	8115	120	10980	11530	12106	12711	13347
21	4100	4305	4520	4747	4984	71	6743	7080	7435	7806	8197	121	11090	11645	12227	12838	13480
22	4141	4348	4566	4794	5034	72	6811	7151	7509	7884	8279	122	11201	11761	12349	12967	13615
23	4183	4392	4611	4842	5084	73	6879	7223	7584	7963	8361	123	11313	11879	12473	13096	13751
24	4224	4436	4657	4890	5135	74	6948	7295	7660	8043	8445	124	11426	11998	12598	13227	13889
25	4267	4480	4704	4939	5186	75	7017	7368	7736	8123	8529	125	11541	12118	12724	13360	14028
26	4309	4525	4751	4989	5238	76	7087	7442	7814	8204	8615						
27	4352	4570	4799	5039	5290	77	7158	7516	7892	8286	8701						
28	4396	4616	4847	5089	5343	78	7230	7591	7971	8369	8788						
29	4440	4662	4895	5140	5397	79	7302	7667	8051	8453	8876						
30	4484	4709	4944	5191	5451	80	7375	7744	8131	8538	8964						
31	4529	4756	4993	5243	5505	81	7449	7821	8212	8623	9054						
32	4574	4803	5043	5296	5560	82	7523	7899	8294	8709	9145						
33	4620	4851	5094	5348	5616	83	7599	7978	8377	8796	9236						
34	4666	4900	5145	5402	5672	84	7675	8058	8461	8884	9328						
35	4713	4949	5196	5456	5729	85	7751	8139	8546	8973	9422						
36	4760	4998	5248	5511	5786	86	7829	8220	8631	9063	9516						
37	4808	5048	5301	5566	5844	87	7907	8302	8718	9153	9611						
38	4856	5099	5354	5621	5902	88	7986	8385	8805	9245	9707						
39	4904	5150	5407	5678	5961	89	8066	8469	8893	9337	9804						
40	4953	5201	5461	5734	6021	90	8147	8554	8982	9431	9902						
41	5003	5253	5516	5792	6081	91	8228	8640	9072	9525	10001						
42	5053	5306	5571	5850	6142	92	8310	8726	9162	9620	10101						
43	5104	5359	5627	5908	6203	93	8394	8813	9254	9717	10202						
44	5155	5412	5683	5967	6265	94	8477	8901	9346	9814	10304						
45	5206	5466	5740	6027	6328	95	8562	8990	9440	9912	10407						
46	5258	5521	5797	6087	6391	96	8648	9080	9534	10011	10512						
47	5311	5576	5855	6148	6455	97	8734	9171	9630	10111	10617						
48	5364	5632	5914	6209	6520	98	8822	9263	9726	10212	10723						
49	5418	5688	5973	6272	6585	99	8910	9355	9823	10314	10830						
50	5472	5745	6033	6334	6651	100	8999	9449	9921	10417	10938						

ATTACHMENT "B"
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment July 1, 2017 June 30, 2018

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3444	3617	3797	3987	4187	51	5665	5948	6245	6558	6885	101	9316	9782	10271	10785	11324
2	3479	3653	3835	4027	4228	52	5721	6007	6308	6623	6954	102	9409	9880	10374	10893	11437
3	3514	3689	3874	4067	4271	53	5778	6067	6371	6689	7024	103	9503	9979	10478	11001	11552
4	3549	3726	3912	4108	4313	54	5836	6128	6434	6756	7094	104	9599	10078	10582	11111	11667
5	3584	3763	3952	4149	4357	55	5895	6189	6499	6824	7165	105	9694	10179	10688	11223	11784
6	3620	3801	3991	4191	4400	56	5954	6251	6564	6892	7237	106	9791	10281	10795	11335	11902
7	3656	3839	4031	4233	4444	57	6013	6314	6629	6961	7309	107	9889	10384	10903	11448	12021
8	3693	3877	4071	4275	4489	58	6073	6377	6696	7031	7382	108	9988	10488	11012	11563	12141
9	3730	3916	4112	4318	4533	59	6134	6441	6763	7101	7456	109	10088	10593	11122	11678	12262
10	3767	3955	4153	4361	4579	60	6195	6505	6830	7172	7530	110	10189	10698	11233	11795	12385
11	3805	3995	4195	4404	4625	61	6257	6570	6899	7244	7606	111	10291	10805	11346	11913	12509
12	3843	4035	4237	4448	4671	62	6320	6636	6968	7316	7682	112	10394	10914	11459	12032	12634
13	3881	4075	4279	4493	4718	63	6383	6702	7037	7389	7759	113	10498	11023	11574	12152	12760
14	3920	4116	4322	4538	4765	64	6447	6769	7108	7463	7836	114	10603	11133	11690	12274	12888
15	3959	4157	4365	4583	4812	65	6511	6837	7179	7538	7915	115	10709	11244	11806	12397	13017
16	3999	4199	4409	4629	4860	66	6576	6905	7251	7613	7994	116	10816	11357	11924	12521	13147
17	4039	4241	4453	4675	4909	67	6642	6974	7323	7689	8074	117	10924	11470	12044	12646	13278
18	4079	4283	4497	4722	4958	68	6709	7044	7396	7766	8154	118	11033	11585	12164	12772	13411
19	4120	4326	4542	4769	5008	69	6776	7115	7470	7844	8236	119	11144	11701	12286	12900	13545
20	4161	4369	4588	4817	5058	70	6843	7186	7545	7922	8318	120	11255	11818	12409	13029	13681
21	4203	4413	4633	4865	5108	71	6912	7258	7620	8001	8401	121	11368	11936	12533	13159	13817
22	4245	4457	4680	4914	5160	72	6981	7330	7697	8081	8485	122	11481	12055	12658	13291	13956
23	4287	4502	4727	4963	5211	73	7051	7403	7774	8162	8570	123	11596	12176	12785	13424	14095
24	4330	4547	4774	5013	5263	74	7121	7477	7851	8244	8656	124	11712	12298	12912	13558	14236
25	4373	4592	4822	5063	5316	75	7193	7552	7930	8326	8743	125	11829	12421	13042	13694	14378
26	4417	4638	4870	5113	5369	76	7264	7628	8009	8410	8830						
27	4461	4684	4919	5164	5423	77	7337	7704	8089	8494	8918						
28	4506	4731	4968	5216	5477	78	7411	7781	8170	8579	9008						
29	4551	4778	5017	5268	5532	79	7485	7859	8252	8664	9098						
30	4596	4826	5068	5321	5587	80	7559	7937	8334	8751	9189						
31	4642	4875	5118	5374	5643	81	7635	8017	8418	8839	9280						
32	4689	4923	5169	5428	5699	82	7711	8097	8502	8927	9373						
33	4736	4973	5221	5482	5756	83	7789	8178	8587	9016	9467						
34	4783	5022	5273	5537	5814	84	7866	8260	8673	9106	9562						
35	4831	5072	5326	5592	5872	85	7945	8342	8759	9197	9657						
36	4879	5123	5379	5648	5931	86	8025	8426	8847	9289	9754						
37	4928	5174	5433	5705	5990	87	8105	8510	8936	9382	9851						
38	4977	5226	5487	5762	6050	88	8186	8595	9025	9476	9950						
39	5027	5278	5542	5819	6110	89	8268	8681	9115	9571	10049						
40	5077	5331	5598	5878	6172	90	8350	8768	9206	9667	10150						
41	5128	5385	5654	5936	6233	91	8434	8856	9298	9763	10251						
42	5179	5438	5710	5996	6296	92	8518	8944	9391	9861	10354						
43	5231	5493	5767	6056	6359	93	8603	9034	9485	9959	10457						
44	5283	5548	5825	6116	6422	94	8689	9124	9580	10059	10562						
45	5336	5603	5883	6177	6486	95	8776	9215	9676	10160	10668						
46	5390	5659	5942	6239	6551	96	8864	9307	9773	10261	10774						
47	5444	5716	6002	6302	6617	97	8953	9400	9870	10364	10882						
48	5498	5773	6062	6365	6683	98	9042	9494	9969	10468	10991						
49	5553	5831	6122	6428	6750	99	9133	9589	10069	10572	11101						
50	5609	5889	6183	6493	6817	100	9224	9685	10169	10678	11212						

ATTACHMENT “C”
Salary Schedule for Management Employees

2.5% Cost of Living Adjustment – July 1, 2018 – June 30, 2019

	A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
1	3530	3707	3892	4087	4291	51	5806	6097	6401	6721	7058	101	9549	10027	10528	11054	11607
2	3566	3744	3931	4128	4334	52	5864	6158	6465	6789	7128	102	9645	10127	10633	11165	11723
3	3601	3781	3971	4169	4377	53	5923	6219	6530	6857	7199	103	9741	10228	10740	11276	11840
4	3637	3819	4010	4211	4421	54	5982	6281	6595	6925	7271	104	9838	10330	10847	11389	11959
5	3674	3857	4050	4253	4465	55	6042	6344	6661	6994	7344	105	9937	10434	10955	11503	12078
6	3711	3896	4091	4295	4510	56	6102	6408	6728	7064	7418	106	10036	10538	11065	11618	12199
7	3748	3935	4132	4338	4555	57	6163	6472	6795	7135	7492	107	10137	10643	11176	11734	12321
8	3785	3974	4173	4382	4601	58	6225	6536	6863	7206	7567	108	10238	10750	11287	11852	12444
9	3823	4014	4215	4426	4647	59	6287	6602	6932	7278	7642	109	10340	10857	11400	11970	12569
10	3861	4054	4257	4470	4693	60	6350	6668	7001	7351	7719	110	10444	10966	11514	12090	12694
11	3900	4095	4300	4514	4740	61	6414	6734	7071	7425	7796	111	10548	11076	11629	12211	12821
12	3939	4136	4343	4560	4788	62	6478	6802	7142	7499	7874	112	10654	11186	11746	12333	12950
13	3978	4177	4386	4605	4835	63	6543	6870	7213	7574	7953	113	10760	11298	11863	12456	13079
14	4018	4219	4430	4651	4884	64	6608	6938	7285	7650	8032	114	10868	11411	11982	12581	13210
15	4058	4261	4474	4698	4933	65	6674	7008	7358	7726	8112	115	10976	11525	12102	12707	13342
16	4099	4304	4519	4745	4982	66	6741	7078	7432	7803	8194	116	11086	11641	12223	12834	13475
17	4140	4347	4564	4792	5032	67	6808	7149	7506	7881	8275	117	11197	11757	12345	12962	13610
18	4181	4390	4610	4840	5082	68	6876	7220	7581	7960	8358	118	11309	11875	12468	13092	13746
19	4223	4434	4656	4889	5133	69	6945	7292	7657	8040	8442	119	11422	11993	12593	13223	13884
20	4265	4478	4702	4937	5184	70	7015	7365	7734	8120	8526	120	11536	12113	12719	13355	14023
21	4308	4523	4749	4987	5236	71	7085	7439	7811	8201	8612	121	11652	12234	12846	13488	14163
22	4351	4568	4797	5037	5288	72	7156	7513	7889	8283	8698	122	11768	12357	12975	13623	14304
23	4394	4614	4845	5087	5341	73	7227	7588	7968	8366	8785	123	11886	12480	13104	13759	14447
24	4438	4660	4893	5138	5395	74	7299	7664	8048	8450	8872	124	12005	12605	13235	13897	14592
25	4483	4707	4942	5189	5449	75	7372	7741	8128	8534	8961	125	12125	12731	13368	14036	14738
26	4528	4754	4992	5241	5503	76	7446	7818	8209	8620	9051						
27	4573	4801	5042	5294	5558	77	7521	7897	8291	8706	9141						
28	4619	4849	5092	5347	5614	78	7596	7976	8374	8793	9233						
29	4665	4898	5143	5400	5670	79	7672	8055	8458	8881	9325						
30	4711	4947	5194	5454	5727	80	7748	8136	8543	8970	9418						
31	4758	4996	5246	5509	5784	81	7826	8217	8628	9059	9512						
32	4806	5046	5299	5564	5842	82	7904	8299	8714	9150	9608						
33	4854	5097	5352	5619	5900	83	7983	8382	8802	9242	9704						
34	4903	5148	5405	5675	5959	84	8063	8466	8890	9334	9801						
35	4952	5199	5459	5732	6019	85	8144	8551	8978	9427	9899						
36	5001	5251	5514	5790	6079	86	8225	8636	9068	9522	9998						
37	5051	5304	5569	5847	6140	87	8307	8723	9159	9617	10098						
38	5102	5357	5625	5906	6201	88	8390	8810	9250	9713	10199						
39	5153	5410	5681	5965	6263	89	8474	8898	9343	9810	10301						
40	5204	5464	5738	6025	6326	90	8559	8987	9436	9908	10404						
41	5256	5519	5795	6085	6389	91	8645	9077	9531	10007	10508						
42	5309	5574	5853	6146	6453	92	8731	9168	9626	10107	10613						
43	5362	5630	5912	6207	6518	93	8818	9259	9722	10208	10719						
44	5416	5686	5971	6269	6583	94	8907	9352	9820	10311	10826						
45	5470	5743	6030	6332	6649	95	8996	9445	9918	10414	10934						
46	5524	5801	6091	6395	6715	96	9086	9540	10017	10518	11044						
47	5580	5859	6152	6459	6782	97	9177	9635	10117	10623	11154						
48	5635	5917	6213	6524	6850	98	9268	9732	10218	10729	11266						
49	5692	5976	6275	6589	6918	99	9361	9829	10320	10836	11378						
50	5749	6036	6338	6655	6988	100	9455	9927	10424	10945	11492						

ATTACHMENT “BD”
Non-Management Employee Classifications (Non-Exempt)

<u>Class</u>	<u>Position</u>	
	<u>Grade</u>	
1	Administrative Specialist/Permit Coordinator/Clerk of the Board	38
2	Administrative Projects Manager	69
3	Air Monitoring Specialist	65
4	Air Quality Specialist I/II	47/62
5	Air Monitoring Technical Specialist	47
6	Air Monitoring Technician I/II	24/38
7	Director of Technical Services: Moved to Mgmt: 01/01/2011	—
8	Environmental Compliance Manager	67
9	Fiscal Services Specialist: Eliminated 01/01/2012	49
10	Hydro Field Technician: Eliminated: 06/30/2010	—
11	Playa Geologist: Eliminated 07/01/14	62
12	Field Services Technician I/II	28/38
	Fiscal Services Technician	38
	Research & Systems Analyst I/II	38/53
13	Senior Research & Systems Analyst	69
14	Senior Scientist	67
	Technical Services Specialist: Eliminated: 03/17/2011	47
15	Technical Services Field Technician: Eliminated: 07/01/2011	—
16	Field Services Technician I/II	28/38
17	Fiscal Services Technician (Proposed: 05/16/11)	38
18	Senior Scientist	67

ATTACHMENT “EC”
Definitions

- 1 **APCO:** Air Pollution Control Officer or Designee.
- 2 **Class of Position:** All positions sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- 3 **Close Relative:** Immediate family (as defined below) and grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, grandchild.
- 4 **Compensation:** Salaries and wages paid to employees.
- 5 **Governing Board:** The Great Basin Unified Air Pollution Control Board.
- 6 **Employee:** A person legally occupying a position in District service.
- 7 **Full-Time Employee:** Any employee who is appointed to a permanent full-time position in the District.
- 8 **Immediate Family:** An employee’s spouse, child (natural, adopted, step), child for whom said employee is legal guardian, parent (natural, adopted, step), and person whose relationship to employee has been that of a guardian to the employee.
- 9 **Management Employee:** An employee who is engaged in developing, implementing or recommending policy, including but not limited to: 1) Governing Board and District Officers who recommend or otherwise significantly affect District policy.
- 10 **Merit Advancement:** A salary increase within the limits of the pay range established for a class.
- 11 **Non-Management Employee:** An employee who is considered non-exempt on the basis of the Fair Labor Standards Act and are therefore entitled to overtime and compensative time pay.
- 12 **Position:** A collection of duties and responsibilities which require the full-time or part-time services and employment of one person.
- 13 **Regular Status:** The status of an employee, following the successful completion of his probationary period, which entitles him to appeal a discharge which he believes was made without reasonable cause.
- 14 **Various Words:** Words used in the present tense include the future, except where the natural construction of this resolution otherwise indicates. Words in the singular number include the plural, and words in the plural number, include the singular; and the word "shall" is mandatory and not directory.

~~ATTACHMENT "F"~~

CalPERS Notice: Benefit Formula and Contribution Rates for New Members
Effective January 1, 2013

California Public Employees' Retirement System

Actuarial Office

P.O. Box 942704

Sacramento, CA 94229-2704

TTY: (877) 249-7442

888 CalPERS (or 888-225-7377) phone • (916) 795-3005 fax

www.calpers.ca.gov



December 19, 2012

Employer Name: Great Basin Unified Air Pollution Control District

CalPERS ID: 6647241995

Employee Category: Miscellaneous

Rate Plan Identifier: 26744

Dear Employer:

**Subject: BENEFIT FORMULA AND CONTRIBUTION RATES FOR NEW MEMBERS
EFFECTIVE JANUARY 1, 2013**

The purpose of this letter is to inform you about the impact that the recent passage of Assembly Bill (AB) 340 pension reform will have on employee and employer contribution rates to CalPERS. AB 340 created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member as per PEPRA. Please refer to the [Pension Reform](#) section of the CalPERS website for more information on pension reform, including information regarding when an employee will be considered a new member under PEPRA.

The table below provides information on the benefit formula, final compensation period and the employer and member contribution rates effective January 1, 2013 for any miscellaneous employees that meet the definition of a new member under PEPRA.

Benefit Formula	Miscellaneous 2% at Age 62
Final Compensation Period	3 Year Final Compensation
Employer Contribution Rate as a percentage of payroll	6.25% of Reportable Compensation
Member Contribution Rate as a percentage of payroll	6.25% of Reportable Compensation

Since you currently participate in a risk pool, your new miscellaneous members will participate in the Miscellaneous 2 percent at age 62 risk pool that was created by the CalPERS Board in November 2012 in response to the passage of PEPRA. The **employer** contribution rate listed above will be good until June 30, 2015. This rate will not be revised until the June 30, 2013 actuarial valuation of the Miscellaneous 2 percent at age 62 risk pool is completed in the fall of 2014 that will set the contribution requirement for fiscal year July 1, 2015 through June 30, 2016.

In accordance with PEPRA and CalPERS interpretation of the term similarly situated, the member contribution rate shown in the above table was set at 50% of the expected total

normal cost rate for the benefits that will apply to your new miscellaneous members on January 1, 2013 rounded to the nearest one quarter of one percent. The total normal cost rate used for this calculation is 12.5 percent of payroll. The normal cost rate was derived based on the benefit formula and final compensation period listed in the above table as well as all other optional benefit provisions you have contracted with CalPERS for your employees. Since the actual demographics of your new pool will not be known until new members are hired, and due to the limited time available for implementation of PEPRA, the normal cost rate was derived based on the demographics of a pool of CalPERS employers and the actuarial assumptions used in the [Actuarial Cost Analysis](#) of AB 340. For information on how the normal cost was derived and the actuarial assumptions used, please refer to the following link on the CalPERS website at:

<http://www.calpers.ca.gov/eip-docs/employer/program-services/member-rates-pepra.pdf>

Note that the member contribution rate may change over time if the total normal cost for new members fluctuates by more than one percent of payroll over the estimated initial normal cost rate of 12.5 percent of payroll. The total normal cost rate will be impacted over time by the actual demographics of the Miscellaneous 2 percent at age 62 risk pool and the actuarial assumptions used in the funding of the retirement benefits. The member rate will be reviewed once a year when the actuarial valuation of your plan is performed. The first review is expected to be in conjunction with the June 30, 2013 actuarial valuation that will take place in the fall of 2014. Therefore, the member contribution rate listed in the above table is expected to remain unchanged until July 1, 2015.

For more information, you may visit the CalPERS website at www.calpers.ca.gov. If you have questions, please contact the CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7377).

Sincerely,



ALAN MILLIGAN
Chief Actuary



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Adoption of Publicly Available Pay Schedule for Fiscal Year 2019/2020
as Required by the California Public Employees' Retirement System
(CalPERS)

Summary:

The Governing Board has approved salary ranges for each District position represented in the District's two employee associations through the approval of the respective Memoranda of Understanding (MOUs). The Air Pollution Control Officer's salary has been approved via an individualized contract with that employee.

In order to meet the California Public Employees' Retirement System (CalPERS) requirements set forth in Government Code § 20636 (b)(1) and California Code of Regulations (CCR) § 570.5, the Governing Board must approve a comprehensive pay schedule for all District positions - including appointed positions - independent from the salary schedules attached to the Memoranda of Understanding or included in Employment Agreements or Personal Services Contracts. The attached pay schedule details what the Governing Board may approve at today's meeting in a format that is acceptable to CalPERS.

Board Action:

Staff recommends that the Governing Board approve the attached salary schedule reflecting all District positions and associated salaries in order to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636 (b)(1) and CCR § 570.5, if the MOUs on today's agenda are approved.

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Publicly Available Pay Schedule (CCR 570.5)

Fiscal Year 2019 - 2020

<u>Position</u>	<u>Monthly Salary Rate</u>	
	<u>Low</u>	<u>High</u>
Air Pollution Control Officer	12,135	
Deputy Air Pollution Control Officer	9,255	11,250
Director of Technical Services	7,585	9,219
Administrative Projects Manager	7,362	8,948
Sr. Research & Systems Analyst	7,362	8,948
Senior Scientist	7,217	8,772
Air Monitoring Specialist	7,075	8,599
Air Quality Specialist II	6,867	8,346
Research & System Analyst II	6,278	7,631
Air Monitoring Technical Specialist	5,914	7,189
Air Quality Specialist I	5,914	7,189
Technical Services Specialist	5,914	7,189
Air Monitoring Technician II	5,408	6,573
Field Services Technician II	5,408	6,573
Research & System Analyst I	5,408	6,573
Administrative Specialist/Permit Coordinator/Clerk of the Board	5,408	6,573
Fiscal Services Technician	5,408	6,573
Field Services Technician I	4,896	5,951
Air Monitoring Technician I	4,705	5,718

Adopted by the Governing Board 9/5/2019, effective 7/1/2019

[Type here]

Phillip L. Kiddoo
Air Pollution Control Officer



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www.gbuapcd.org

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Approval of Out-of-State Travel for the Air Pollution Control Officer to Attend the 2020 Great Salt Lake Issues Forum in Salt Lake City, Utah

Summary:

This is a request for the Board's approval to allow out-of-state travel for the Air Pollution Control Officer (APCO) to attend the Great Salt Lake Issues Forum in Salt Lake City, Utah. The travel period is expected to be from May 5 through May 10, 2020. The Great Salt Lake Issues Forum is an ideal opportunity to network with other resource agencies, scientists, technical experts and environmental protection advocates. Friends of the Great Salt Lake host the event at the University of Utah. The group works to protect the Great Salt Lake ecosystem through education, research, advocacy, and the arts. Additional information is available at the Friends of Great Salt Lake website <http://www.fogsl.org>. A presentation on Owens Lake will be given at the forum by the APCO.

Fiscal Impact:

The estimated cost (100% SB270 budget) for travel, per diem and lodging is \$1,180.

Board Action:

Staff recommends that the Governing Board approve out-of-state travel for the Air Pollution Control Officer to attend the 2020 Great Salt Lake Issues Forum in Salt Lake City, Utah.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Kimberly Mitchell, Research and Systems Analyst

Subject: Wildfire Smoke Conditions Update

Summary:

This Board Report provides a briefing on the 2019 smoke impacts from wildfires through August 11, 2019. Starting on June 1, 2019, the District has tracked the progress of 15 fires, including 6 planned prescribed fires, which were in or near Alpine, Mono, or Inyo counties. The Springs Fire, south of Mono Lake, a naturally ignited wildfire managed for resource benefits, has been the most active fire this summer. The Inyo National Forest developed a Smoke Management Plan for the Springs Fire that was approved by the District and smoke impacts, thus far this season, have been minimal.

Emergency Air Quality Monitoring Program

To provide additional monitoring for the Spring Fire (Table 2), the District has deployed two portable particulate matter (PM) monitors, EBAMs, in the communities of Benton and June Lake. At the request of the District, an additional EBAM was deployed in the community of Crowley Lake by the California Air Resource Board (CARB).

Table 2. Spring Fire Emergency Air Quality Monitoring Deployments

Start Date	End Date	Agency	Location	Event
8/6/2019	Current	GBUAPCD	Benton	Springs Fire
8/6/2019	Current	GBUAPCD	June Lake	Springs Fire
8/13/2019	Current	CARB	Crowley Lake	Springs Fire

Health Advisories

Based on the criteria in the District's Air Pollution Episode Plan, District Rule 701, there have been zero days between June 1, 2019 and August 11, 2019 where health advisories were issued due to smoke.

Wildland Fire Air Quality Response Program

The U.S. Forest Service's Wildland Fire Air Quality Response Program was developed to assess, communicate, and address risks posed by wildland fire smoke. The program depends on 1) specially trained personnel called Air Resource Advisors assigned to large smoke events, 2) air quality

monitoring, 3) dispersion modeling, and 4) coordination and cooperation with agency partners. The District is currently in close communication with the Air Resource Advisors for the Springs Fire and earlier this year worked with the Air Resource Advisor that was assigned to the Jordan Fire. Air Resource Advisors produce daily Smoke Outlooks that are publicly distributed and are added to the District's website, www.gbuapcd.org daily.

Smoke Webpage

The District maintains its mobile-friendly smoke page, www.gbuapcd.org/smoke, daily. The smoke page provides information on active fire incidents and monitoring information. While individual incident pages are added and removed through the season, the base wildfire page remains a static address for the public and other agencies to visit and link to. The goal for each incident page is to summarize pertinent air quality information from multiple sources in one location. Information is dependent on the size and impact of the fire and may include a summary of the fire's status, applicable monitoring stations and their data, Air Quality Summary Reports, webcams to view air quality in impacted areas, health advisories, and smoke modeling information.

Particulate Matter (PM) Data

The District reviews and maintains a record of PM2.5 and PM10 data from both permanent and emergency monitors. Between June 1, 2019 and August 11, 2019 there have been four days where the worst air quality in Alpine, Mono or Inyo County was moderate. None of the four moderate days were caused by smoke impacts. There have been zero days where air quality was worse than moderate. A summary of conditions for the smoke season can be seen in Table 3.

Table 3. Summary of Air Quality Index (AQI) for District PM Monitors

Site	Number of Days in Air Quality Index Categories (If a site has a PM2.5 & PM10 monitors worse AQI was counted for the day)						
	Good	Moderate	USG	Unhealthy	Very Unhealthy	Hazardous	No Data Available
Lee Vining	72	0	0	0	0	0	0
June Lake (EBAM)	5	0	0	0	0	0	n/a
Mammoth Lakes	72	0	0	0	0	0	0
Benton (EBAM)	5	0	0	0	0	0	n/a
Bishop	71	1	0	0	0	0	0
Lone Pine	72	0	0	0	0	0	0
Keeler	71	1	0	0	0	0	0
Olancho	70	2	0	0	0	0	0
Coso Junction	72	0	0	0	0	0	0

Board Action:

None. Information only.



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BOARD REPORT

Mtg. Date: September 5, 2019

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Phill Kiddoo Ann Logan Nik Barbieri Grace Holder	7/23 – 7/25	Owens Lake Scientific Advisory Meeting (OLSAP)	Owens Lake, CA
Jon Becknell	8/6 – 8/7	Visible Emissions Evaluation Certification	Sacramento, CA
Ann Logan (presenter) Jon Becknell	8/14	California's Air and Land Managers Meeting	Sacramento, CA* (Staff attended remotely)
Phill Kiddoo Ann Logan Grace Holder	8/20	Owens Lake Scientific Advisory Meeting (OLSAP)	Webinar (Staff attended remotely)
Phill Kiddoo	9/4	California Air Pollution Control Officer's Association Rural Section Meeting	South Lake Tahoe, CA

Board Action:

None. Informational only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Matthew Picken, Research and Systems Analyst II
Casey Freeman, Field Services Technician II

Subject: ESRI User Conference

Summary:

To stay current in Geographic Information System (GIS) technology and learn new analytical techniques, two District staff attended the 39th annual ESRI User Conference in San Diego, CA July 8-12, 2019. The District staff attending this conference were Matthew Picken and Casey Freeman. This conference provides over 450 hours of training, hundreds of user presentations, and opportunities to get specific technical questions answered by ESRI experts and developers.

The District currently acquires ESRI GIS products and services in order to accomplish a variety of mapping and analytical tasks. Included with our annual ESRI license agreement is one (1) complimentary registration to this conference. District staff took advantage of this offer and participated in this conference to gain knowledge of the current and future development of ESRI's GIS products and services.

The conference was attended by over 18,000 professionals representing nearly every commercial sector, government organization, and non-profit field. A plenary session was held on the first day and was followed by many sessions and special interest group meetings. Sessions were organized by topic and allowed District staff to target specific areas of knowledge to best leverage our GIS technologies.

Topics of especial interest to staff were:

- Current and planned advancements in GIS desktop software and cloud-based technologies
- Integration of open-source programming languages to improve exploration of GIS spatial data
- Using open-source programming languages to accelerate GIS workflows
- Map automation
- Innovative GIS solutions for data science
- Training on new applications and programming tools

In addition to organized sessions, the conference allowed District staff to discuss real-life GIS experiences and exchange advice with other ESRI product users.

After attending the 2019 ESRI User Conference, District staff has already started planning for streamlining and enhancing District GIS workflow and information products. Most exciting, is the new direction staff is taking to integrate cloud-based mapping software and web applications to accomplish essential District functions and compliance monitoring. The ESRI User Conference continues to be a valuable experience for District staff. GIS technology continues to develop at a rapid rate, and attendance to this conference provided staff the opportunity to seek out and bring back ideas and strategies to keep the District at the cutting edge of GIS technology.

Board Action:

None. Information only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: 4th Quarter Financial Reports (April 1 – June 30)

Summary:

The 2018-19 fiscal year is closed, with all ledgers, bank statements and cash balanced with the Inyo County Auditor's records. The financial reports for the 4th quarter are attached and include five budgets: General Fund (formerly "District"), SB 270, Owens Lake Trust Fund, Clean Air Projects Program and Keeler Dunes Dust Control Project.

The SB 270 budget for 2018-19 was \$5,118,500 and \$132,725 in carry overs from FY 2017-18. The Owens Lake Scientific Advisory Panel balance of \$489,919.26 will be carried over to FY 2019-20. Paid and accrued expenses totaled \$4,806,647.78. The remaining unexpended and unappropriated funds from the 2018-19 fiscal year will be added to the SB 270 general fund reserves. Expenses that were appropriated from the 2018-19 budget and carried over to the 2019-20 fiscal year budget are for a contract with Dr. Scott Stine in the amount of \$25,000.

Additionally, \$115,866.39 that were appropriated for materials and equipment from the 2018-19 budget are being carried over to the 2019-20 fiscal year.

The General Fund Budget expenses totaled \$730,785.73. In addition, \$25,522.41 that were appropriated for materials and equipment from 2018-19 budget are being carried over to the 2019-20 fiscal year. Unexpended funds from the 2018-19 fiscal year will be added to the District general fund reserves.

Fiscal Impact:

None

Board Action:

None. Information only.

Attachments:

1. FY 2018-19 4th Quarter Financial Reports (April 1 – June 30)

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") Budget FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

EXPENSES		4th Quarter	Budget	% of Budget
I	Employee Costs			
	A Employee Wages	332,794.03	340,000.00	97.88%
	B Retirement	58,804.76	54,500.00	107.90%
	C Insurance Benefits	75,561.88	55,000.00	137.39%
	D Taxes	60,562.28	60,500.00	100.10%
	F Worker's Compensation Insurance	2,932.22	3,000.00	97.74%
	Employee Costs	530,655.17	513,000.00	103.44%
II	Operating & Compliance Costs			
	A Advertising - Legal Notices & Ads	1,995.79	2,200.00	90.72%
	B Dues, Subscriptions Education, Use Tax, Fees, AB2588	6,602.08	6,100.00	108.23%
	C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	13,426.43	15,500.00	86.62%
	D Fuel and Gasoline	3,121.73	4,000.00	78.04%
	E Health & Safety	399.76	1,000.00	39.98%
	F Insurance - Liability, Fire & Casualty	9,486.54	9,500.00	99.86%
	G Leases & Rents: Equipment, Office, Site, Storage	19,594.04	23,000.00	85.19%
	H Maintenance & Repairs of Equipment - Labor	4,889.44	10,000.00	48.89%
	I Maintenance & Repairs of Equipment - Materials	663.52	15,000.00	4.42%
	J Postage and Shipping	275.95	1,000.00	27.60%
	K Professional & Special Services	7,052.91	8,800.00	80.15%
	L Supplies & Tools (In-Field, Office, General Use)	2,143.91	2,500.00	85.76%
	M Transportation & Travel	4,598.80	4,900.00	93.85%
	N Utilities	6,995.73	6,400.00	109.31%
	O Public Assistance/Grant Programs	1,233.74	6,000.00	20.56%
	Operating & Compliance Costs	82,480.37	115,900.00	71.17%
III	Materials & Equipment			
	A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	-	27,850.00	0.00%
	B Capital Expenditure Fund: Vehicles & Equipment	5,462.30	4,500.00	121.38%
	C Funds from General Fund Reserve: Purchase Building & Land, (B.O.# 190307-06)	75,163.85	90,000.00	83.52%
	Materials and Equipment Costs	80,626.15	122,350.00	65.90%
	TOTAL EXPENSES (Parts I, II, III)	693,761.69	751,250.00	92.35%
IV	Grant Expenses			
	A EPA PM2.5 Grant Funds	22,438.09	18,245.00	122.98%
	B EPA 105 Grant Funds	14,585.95	71,889.00	20.29%
	C AB 617 Grant	-	5,618.00	0.00%
	Grants	37,024.04	95,752.00	38.67%
	Total Expenses	\$ 730,785.73	\$ 847,002.00	86.28%

Great Basin Unified Air Pollution Control District
General Fund (formerly "District") Budget FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

REVENUE		4th Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
A	AB 2588 - Toxic Hot Spots	4,277.00	1,500.00	285.13%
B	Conservation Mgmt. Plan/Prescribed Burn Plan	6,672.00	5,000.00	133.44%
C	Geothermal	308,687.90	310,000.00	99.58%
D	Hearing Board	-	-	-
E	Initial Permit Fees (FF, ATC, Mods)	34,953.90	30,000.00	116.51%
D	Penalties & Late Fees	1,018,925.50	12,000.00	8491.05%
G	Sources (Asbestos, Diesel, Fuel, Electric, PERP)	124,316.53	115,000.00	108.10%
H	Service Station Vapor Recovery	15,576.00	15,000.00	103.84%
	Fees, Permits & Penalties	1,513,408.83	488,500.00	309.81%
II	Other Revenue			
A	Air Monitoring Audits	-	-	-
B	Interest	28,578.29	2,000.00	1428.91%
C	Per Capita Fee	-	-	-
D	Sales, Services, Fees, Rebates & Refunds	599.54	7,250.00	8.27%
E	State Subvention (3 counties)	138,791.47	138,500.00	100.21%
F	Town of Mammoth Lakes (Air Monitoring)	25,000.00	25,000.00	100.00%
G	From General Fund Reserve: Purchase Building & land, Impro	90,000.00	90,000.00	100.00%
H	Transfer of Asset	785,194.29	-	-
I	Phase 7a Order to Pay (Admin)*	453,368.85	-	-
	Other Revenue	1,521,532.44	262,750.00	579.08%
	Total Permits, Fees & Other Revenue	3,034,941.27	751,250.00	403.99%
III	Grant Funds (Restricted)			
A	EPA 105 Grant (Restricted)	71,889.00	71,889.00	100.00%
B	EPA PM2.5 Grant (Restricted)	3.72	18,245.00	0.02%
C	AB 617	-	5,618.00	-
	Total Grants	71,892.72	95,752.00	75.08%
	TOTAL REVENUE (w/ Grants)	\$ 3,106,833.99	\$ 847,002.00	366.80%

Reconcile to Inyo County Treasury as of 6/30/2019

General Fund Reserves	\$ 2,286,666.22
Capital Asset Accrual Reserves	\$ 110,051.79
Spendable/Available Cash	\$ 1,075,911.36
Accrued Payables	\$ 88,374.99
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 39,040.42
103 Grant Funds (PM2.5)	\$ 8,968.55
105 Grant Funds	\$ 38,197.42
	\$ 3,647,210.75

Balance, IC Auditor Report 6/30/2019	\$ 3,645,254.73
KD to Reimburse GF for 7/5 Payroll	\$ 1,956.02
	\$ 3,647,210.75

Checking account balance as of 6/30/2019=\$14,547.17

¹ ORMAT Litigation Funds

*Name Specification change from last quarter reporting

Interest transferred to PARS Trust = \$47,257.01

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

EXPENSES		4th Quarter	Budget	Adjusted Budget	% of Budget
I	Employee Costs				
A	Employee Wages	1,692,479.16	1,715,500.00	1,715,500.00	98.66%
B	Retirement	343,253.37	337,000.00	337,000.00	101.86%
C	Insurance Benefits	491,293.96	397,000.00	397,000.00	123.75%
D	Taxes	300,964.82	301,500.00	301,500.00	99.82%
E	Worker's Compensation Insurance	16,615.96	13,500.00	13,500.00	123.08%
	Employee Costs	2,844,607.27	2,764,500.00	2,764,500.00	102.90%
II	Operating & Compliance				
A	Advertising - Legal Notices & Ads	3,492.07	4,500.00	4,500.00	77.60%
B	Dues, Subscriptions, Education, Use Tax & Fees	37,351.64	33,000.00	33,000.00	113.19%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	90,627.49	112,000.00	112,000.00	80.92%
D	Fuel and Gasoline	31,126.69	25,000.00	25,000.00	124.51%
E	Health & Safety	2,896.55	5,000.00	5,000.00	57.93%
F	Insurance - Liability, Fire & Casualty	54,158.11	52,000.00	52,000.00	104.15%
G	Leases & Rents: Equipment, Office, Site, Storage	98,599.07	112,000.00	112,000.00	88.03%
H	Maintenance & Repairs of Equipment - Labor	41,382.17	50,500.00	50,500.00	81.94%
I	Maintenance & Repairs of Equipment - Materials	155,754.50	175,000.00	175,000.00	89.00%
J	Postage and Shipping	2,348.80	2,000.00	2,000.00	117.44%
K	Professional & Special Services	778,361.80	1,184,000.00	1,316,725.00	59.11%
L	Supplies and Tools (In-field, Office, General Use)	27,360.83	22,500.00	22,500.00	121.60%
M	Transportation & Travel	26,854.20	28,000.00	28,000.00	95.91%
N	Utilities	57,410.32	67,500.00	67,500.00	85.05%
O	Control Measure Testing	666.00	200,000.00	200,000.00	0.33%
P	Public Outreach & Education	-	10,000.00	10,000.00	-
	Operating & Compliance Costs	1,408,390.24	2,083,000.00	2,215,725.00	63.56%
III	Materials & Equipment				
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	96,768.77	230,500.00	230,500.00	41.98%
B	Vehicles & ATVs	30,953.02	40,500.00	40,500.00	76.43%
C	Purchased 157 Short St., Bishop Building (BO#190307-06)	425,928.48	-	510,000.00	83.52%
	Materials & Equipment Costs	553,650.27	271,000.00	781,000.00	70.89%
	Expenses Total (Parts I, II, III)	\$ 4,806,647.78	\$ 5,118,500.00	\$ 5,761,225.00	83.43%
IV	Owens Lake Scientific Advisory Panel				
A	2014 Stipulated Judgment (Paragraph 12.G)	\$ 260,080.74	\$ -	\$ 750,000.00	34.68%
	FY 2018-2019 SB 270 Fee	\$ 5,066,728.52	\$ 5,118,500.00	\$ 6,511,225.00	77.82%

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

REVENUE		4th Quarter	Budget	Adjusted Budget	% of Budget
I	Fees, Permits & Penalties	\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
	Reserve Policy Credit	\$ -	\$ -	\$ -	-
Total SB 270 Fee Assessment		\$ 5,118,500.00	\$ 5,118,500.00	\$ 5,118,500.00	100.00%
II	Other Revenue				
	FY17-18 Carry-overs	132,725.00	-	132,725.00	100.00%
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	100.00%
	From Asset Reserve:	-	-	-	-
	Interest	77,678.51	-	-	-
	Moved \$ out of Reserves, building purchase (BO#190307-06)	510,000.00	-	510,000.00	100.00%
	PM2.5 from District (Reimburse expense)	22,241.28	-	-	-
	Sales, Services, Rebates, Refunds	3,627.57	-	-	-
		<u>1,496,272.36</u>	<u>-</u>	<u>1,392,725.00</u>	<u>107.43%</u>
TOTAL REVENUE		\$ 6,614,772.36	\$ 5,118,500.00	\$ 6,511,225.00	101.59%

Reconcile to Inyo County Treasury as of 6/30/2019

SB 270 General Fund Reserves	\$ 1,752,417.46
Capital Asset Accrual Reserves	\$ 286,422.46
Accrued Payables	\$ 1,053,758.60
SB 270 Fee Assessment FY 19-20	\$ 6,065,781.00
Spendable/Available Cash	\$ 801,669.05
	<u>\$ 9,960,048.57</u>

Balance, IC Auditor Report 6/30/2019 **\$ 9,960,048.57**

Checking account balance as of 6/30/2019=\$46,572.19

Interest transferred to PARS Trust = \$104,176.70

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

Beginning Cash Balance 7/1/2018	1,068,887.93
June 30, 2018 Interest-earned Inyo County	3,314.90
September 30, 2018 Interest-earned Inyo County	4,422.21
December 31, 2018 Interest-earned Inyo County	3,704.51
March 31, 2019 Interest-earned Inyo County	4,217.41
	<u>1,084,546.96</u>

Expenses

Professional Services -

<i>Checking account balance</i>	<u>3.90</u>
	3.90

Reconcile to Inyo County Treasury 6/30/2019	<u><u>\$ 1,084,546.96</u></u>
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Balance: IC Auditors Report as of 6/30/2019	<u><u>\$ 1,084,546.96</u></u>
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Great Basin Unified Air Pollution Control District
Clean Air Projects Program FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

February 7, 2019 Phase 7a Order to Pay*	2,569,090.15
December 31, 2018 Interest-earned Inyo County	441.06
March 31, 2019 Interest-earned Inyo County	5,803.89
	<u>2,575,335.10</u>

Expenses

Professional Services	-
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<i>Checking account balance</i>	<u>-</u>
	-

Reconcile to Inyo County Treasury 6/30/2019	<u><u>\$ 2,575,335.10</u></u>
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Balance: IC Auditors Report as of 6/30/2019	<u><u>\$ 2,575,335.10</u></u>
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*Name Specification change from last quarter reporting

Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2018-2019
For the 4th Quarter (Ending June 30, 2019)

Beginning Cash Balance 7/1/2018	1,272,368.77
June 30, 2018 Interest-earned Inyo County	4,156.94
Checking account balance at year-end	4,487.90
September 30, 2018 Interest-earned Inyo County	4,980.97
December 31, 2018 Interest-earned Inyo County	3,757.20
March 31, 2019 Interest-earned Inyo County	3,852.68
	<u>1,293,604.46</u>

Expenses

Paid year-end invoices FY17-18 accruals	78,399.61
Employee Costs	67,338.58
General Expenses	30,024.31
Jimmy Myers payment	(20,000.00)
Projects & 2Polaris	313,293.66
Administration	29,796.35
	<u>498,852.51</u>
<i>Checking account balance</i>	14,486.75
<i>Accrued Payables</i>	(31,512.78)
	<u>481,826.48</u>

Reconcile to Inyo County Treasury 6/30/2019	<u><u>\$ 811,777.98</u></u>
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Balance: Inyo County Auditors as of 6/30/2019	<u><u>\$ 811,777.98</u></u>
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GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: September 5, 2019

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Air Pollution Control Officer Report

A verbal report will be given at the meeting.