Las Gallinas VALLEY SANITARY DISTRICT

101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Curtis Paxton
Plant Operations, Don Moore
Collections/Safety/Maintenance, Greg Pease
Engineering, Jasmine Diaz
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Nicholas Lavrov
Craig K. Murray
Gary E. Robards
Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and our environment, providing effective wastewater collection, treatment, and resource recovery.

BOARD MEETING AGENDA

NOVEMBER 5, 2026

TIME: 4:00 PM

MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, OR ON THE DISTRICT WEBSITE WWW.LGVSD.ORG

OPEN SESSION:

1. PUBLIC COMMENT

This portion of the meeting is reserved for people desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

A. Approve the regular Board Minutes for October 15, 2026
B. Receive and Ratify the Check Warrant List ending October 27, 2026
C. Approve Clark attending CASA El Nino Preparedness webinar on November 18, 2026
D. Approve Clark attending WateReuse Symposium 2027 in Las Vegas, NV on January 27-29, 2027
E. Approve Yezman attending CSDA Building Public Trust Through Finanical Transparancy webinar on October 27, 2026
F. Approve Yezman attending CSDA Cyber Threats Trends and Safeguards webinar on October 28, 2026
G. Approve Contract Amendment No. 5 with Noll & Tam Architects for the Design of Water Ecology Center/Multipurpose Laboratory Building in the amount of $136,797
H. Approve issuing Will-Serve Letter for allocation of capacity for Catholic Charities CYO of the Archdiocese renovation project at 530 Blackstone Drive

Possible expenditure of funds: Yes, Item B through G.

Staff recommendation: Adopt Consent Calendar – Items A through H.

3. INFORMATION ITEMS:

STAFF/CONSULTANT REPORTS:

A. Public Education Center design status (Noll & Tam/West Office) - presentation

B. Furniture Evaluation for Water Ecology Center (Noll & Tam) – presentation

C. General Manager's Report – verbal

4. REVIEW OF THE GARBAGE AND REFUSE RATE FOR 2027 AND SET PUBLIC HEARING FOR ORDINANCE NO. 202

Board to review the Marin Sanitary Service Rate Setting Report, Draft Ordinance No. 202 and set a Public Hearing date.

5. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAS GALLINAS VALLEY SANITARY DISTRICT (LGVSD) AND THE OPERATING ENGINEERS LOCAL THREE (OE3)

Board to review and approve the successor MOU between LGVSD and OE3 covering the period July 1, 2026 to June 30, 2031.

6. RESOLUTION 2026-2406 ADOPTING THE SALARY PAY SCHEDULE EFFECTIVE JULY 1, 2026

Board to review and approve Resolution 2026-2406 adopting the Salary Pay Schedule effective July 1, 2026, incorporating represented employee salary increases as the result of the approved MOU.

7. BOARD MEMBER REPORTS:

1. CLARK
   NBWA Board Committee, CASA Workforce Committee, Human Resources/Finance Committee, Operations Control Centers Ad Hoc Committee, Public Information/Public Relations Ad Hoc Committee, Other Reports

2. LAVROV
   Marin Special Districts Association, Human Resources/Finance Committee, Operations Control Centers Ad Hoc Committee, Public Information / Public Relations Ad Hoc Committee, Other Reports

3. MURRAY
   Marin LAFCo, Flood Zone 6, Biosolids Ad Hoc Committee, CASA Energy Workgroup Committee, Sustainability Committee, Other Reports

4. ROBARDS
   NBWRA, Flood Zone 7, Planning and Engineering Committee, Sustainability Committee, San Rafael Meadows Pump Station Project Ad Hoc Committee, Other Reports

5. YEZMAN
   NBWA, CSRMA, Planning and Engineering Committee, Biosolids Ad Hoc Committee, San Rafael Meadows Pump Station Project Ad Hoc Committee, Other Reports

8. BOARD REQUESTS:

A. Board Meeting Attendance Requests – Verbal

B. Board Agenda Item Requests – Verbal

9. VARIOUS INDUSTRY RELATED ARTICLES AND CORRESPONDENCE

BEGIN CLOSED SESSION:

10. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATOR:
Agency designated representative: Curtis Paxton, General Manager; Employee organization: Management and Unpresented Employee Bargaining Group : pursuant to Government Code Section 54957.6

RETURN TO OPEN SESSION: Report on actions taken during closed session.

11. ADJOURNMENT

FUTURE BOARD MEETING DATES: NOVEMBER 19, 2026 and DECEMBER 3, 2026

AGENDA APPROVED:	Crystal J. Yezman, President	Patrick M.K. Richardson, Legal Counsel

CERTIFICATION: I, Dale McDonald, of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before November 2, 2026 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held on November 5, 2026.

DATED: November 2, 2026

Dale McDonald
Acting Board Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study sessions. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA. Board meetings may be recorded for transcribing purposes.

In compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), if you need special assistance to participate in this meeting, please contact the Board Secretary at the District at (415) 472-1734 at least 24 hours prior to the meeting**. Notification prior to the meeting will enable the District to make reasonable disability-related modifications or accommodations, including auxiliary aids or services, to help ensure accessibility to this meeting.**

11/05/2026

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

Agenda Item 2.A.
Date November 5, 2026

MEETING MINUTES OF OCTOBER 15, 2026

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION AT 4:03 PM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

BOARD MEMBERS PRESENT:	Megan Clark, Nicholas Lavrov, Craig Murray, Gary Robards, and Crystal Yezman
BOARD MEMBERS ABSENT:	None
STAFF PRESENT:	Curtis Paxton, General Manager; Dale McDonald, Administrative Services Manager and Acting Board Secretary; Jasmine Diaz, District Engineer
OTHERS PRESENT:	Patrick M.K. Richardson, District Counsel
ANNOUNCEMENT:	President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law.

1. **PUBLIC COMMENT:** None

2. **CONSENT CALENDAR:**
These items are considered routine and will be enacted, approved, or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

A. Approve the regular Board Minutes for October 1, 2026
B. Receive and Ratify the Check Warrant List ending October 7, 2026
C. Approve Board Compensation for September 2026
D. Approve Clark attending Making Sense of AI held by the Marin Coalition at the Marin Rod & Gun Club on October 8, 2026
E. Approve Clark attending CSDA Finance Management for Special Districts webinar on October 22, 2026
F. Approve Lavrov attending CSDA Building Trust Through Transparency webinar on October 27, 2026
G. Approve Lavrov attending CSDA Cyber Threats, Trends, and Safeguards webinar on October 28, 2026
H. Approve Lavrov attending 2026 Enfinite Conference & Trade Show in Indian Wells, CA on November 11-14, 2026
I. Award of Contract for Sanitary Sewer Inflow and Infiltration Monitoring to RH Borden and Company, LLC with a not-to-exceed amount of $382,070.40 for a two-year term
J. Receive Capital Facilities Charge Accounting and Reporting Annual Report
K. Adopt Resolution No. 2026-2405 Notice of Completion Secondary Treatment Plant Upgrade Recycled Water Expansion Project No. 12600-07 / 16650-07

Items I and J were pulled for discussion.

ACTION: The Board approved items A. through K. (M/S Murray /Robards 5-0-0-0)
AYES: Clark, Lavrov, Murray, Robards, and Yezman
NOES: None
ABSENT: None
ABSTAIN: None

3. INFORMATION ITEMS:
STAFF / CONSULTANT REPORTS:

A. General Manager's Report - Paxton gave a verbal report to the Board.

B. Administration Department Report – McDonald gave written report to the Board.

4. PURCHASE AND SALE AGREEMENT FOR PROPERTY ALONG SMITH RANCH ROAD:
The Board received an update on the Purchase and Sale Agreement (PSA) with Silveira San Rafael Ranch, LLC for the following properties, for the total amount of $7,560,000, and was asked to consider authorizing the General Manager to administer the agreement during the due diligence period as outlined in the PSA. The agreement was executed earlier today, October 15, 2026, beginning the due diligence period. No public comments were raised.

1. 301 Smith Ranch Road (APN 155-121-14/APN 155-121-15/APN 155-121-16) : Approximately 5.0 acres of developed land, located at 301 Smith Ranch Road, San Rafael, in the County of Marin.
2. 291 Smith Ranch Road (APN 155-011-11): Approximately 1.3 acres of developed land located at 291 Smith Ranch Road, San Rafael, in the County of Marin.
3. Smith Ranch Road (APN 155-121-17 / APN 155-121-18 / APN 155-121-30): Approximately 4.8 acres of developed roadway and adjacent frontage from McInnis Skatepark at 310 Smith Ranch Road to the LGVSD Treatment Plant at 300 Smith Ranch Road.

ACTION: The Board authorized the General Manager to administer the agreement during the due diligence period as outlined in the PSA, including providing due diligence notices, exercising the 30-day environmental review extension, and terminating the agreement during the due diligence period if warranted. (M/S Clark /Murray 5-0-0-0)
AYES: Clark, Lavrov, Murray, Robards, and Yezman
NOES: None
ABSENT: None
ABSTAIN: None

5. BOARD REPORTS

1. CLARK
   a. NBWA Board Committee – verbal report, minutes to be forwarded to Board
   b. CASA Workforce Committee – no report
   c. Human Resources/Finance Committee – no report
   d. Operations Control Centers Ad Hoc Committee – no report
   e. Public Information/Public Relations Ad Hoc Committee – no report
   f. Other Reports – verbal report, attended The Marin Coalition meeting on Making Sense of AI on October 8

2. LAVROV
   a. Marin Special Districts Association – no report
   b. Human Resources/Finance Committee – no report
   c. Operations Control Centers Ad Hoc Committee – no report
   d. Public Information/Public Relations Ad Hoc Committee – no report
   e. Other Reports – no report

3. MURRAY
   a. Marin LAFCo – conference is next week
   b. Flood Zone 6 –heard the County to hold a meeting in December
   c. Biosolids Ad Hoc Committee – no report
   d. CASA Energy Workgroup – verbal report, CASA ACE workgroup notes and presentation from October 8 workgroup included in the Board packet
   e. Sustainability Committee – meeting cancelled, no report
   f. Other Reports – verbal report, attended Santa Rosa Bay Area Biosolids Coalition where presentation was given, CSDA Surplus Land Act Developments notes and presentation from September 29 are in the Board packet

4. ROBARDS
   a. NBWRA – no report
   b. Flood Zone 7 – no report
   c. Planning/Engineering Committee – no report
   d. Sustainability Committee - no report
   e. San Rafael Meadows Pump Station Project Ad Hoc Committee – verbal report
   f. Other Reports – no report

5. YEZMAN
   a. NBWA – no report
   b. CSRMA – no report
   c. Planning/Engineering Committee – no report
   d. Biosolids Ad Hoc Committee – no report
   e. San Rafael Meadows Pump Station Project Ad Hoc Committee – verbal report, attended meeting
   f. Other Reports – no report

7. BOARD REQUESTS:

A. Board Meeting Attendance Requests – Director Yezman requested attending two CSDA webinars coming up on October 27 and October 28, written requests to follow.

B. Board Agenda Item Requests – Director Murray requested development of a Property Acquisition and Relocation Policy. Director Yezman requested an informational item on the recycled water agreements with Marin Municipal Water District and North Marin Water District.

8. VARIOUS INDUSTRY RELATED ARTICLES DISCUSSION

Presented via weekly emails. No discussion.

9. ADJOURNMENT:

ACTION:
The Board approved (M/S Clark / Lavrov 5-0-0-0) the adjournment of the meeting at 4:57 p.m.

AYES:	Clark, Lavrov, Robards, Murray, and Yezman
NOES:	None
ABSENT:	None
ABSTAIN:	None

The next Board Meeting is scheduled for Thursday, November 5, 2026, at the District office.

ATTEST:

_____
Dale McDonald, Acting Board Secretary

APPROVED:

_____
Nicholas Lavrov, Vice-President

Las Gallinas Valley Sanitary District | Check Register - Warrant List | Page: 1
Check Issue Dates: 9/29/2026 - 10/27/2026 | Oct 26, 2026 07:49AM

Report Criteria:
Report type: GL detail
Check Detail.Input date = 10/26/2026,10/27/2026

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount	
Access							
30002602							
10/26	10/27/2026	12427537	Document Storage- October 2026	10-400-5451	104.14	104.14	
Total Access:						104.14	
ADP Inc							
20261016							
10/26	10/16/2026	733128088	Payroll processing fees Comprehensive Services Bundle	10-400-5303	2,261.00	2,261.00	M
202610161							
10/26	10/16/2026	733128590	Payroll processing fees ezLabor Manager and Timehseet software	10-400-5303	77.30	77.30	M
Total ADP Inc:						2,338.30	
Alpha Trenchless							
30002603							
10/26	10/27/2026	1994	Sewer Lateral Assistance Invoice - 738 IDYLBERRY RD	10-460-5441	13,456.36	13,456.36	
Total Alpha Trenchless:						13,456.36	
ArcSine Engineering							
30002604							
10/26	10/27/2026	16944	Electrical and Automation Support for Smith Ranch Pump Station Im	10-500-8303	13,118.47	13,118.47	
Total ArcSine Engineering:						13,118.47	
AT&T							
22747							
10/26	10/27/2026	10.6.2026 - 11.	Phone Lines at Pump Station - October	10-500-5423	705.65	705.65	
Total AT&T:						705.65	
B.W.S. Distributors, Inc.							
30002605							
10/26	10/27/2026	308964	Class III Hi-Vis Jackets and Class E Rain Pants	10-460-5243	1,207.55	1,207.55	
Total B.W.S. Distributors, Inc.:						1,207.55	
Bank of Marin							
20261013							
10/26	10/13/2026	OCTOBER 202	Recycled Water Loan Payment- Principal October 2026	10-699-5514	23,070.04	23,070.04	M
10/26	10/13/2026	OCTOBER 202	Recycled Water Loan Payment- Interest October 2026	10-699-5524	4,653.41	4,653.41	M
Total Bank of Marin:						27,723.45	
Beacon Business Bank - Acct #01323162							
22748							
10/26	10/27/2026	ESCROW PAY	Escrow Payment 4 - Phase 3 - Multipurpose Lab Building	10-420-7107	11,215.05	11,215.05	
Total Beacon Business Bank - Acct #01323162:						11,215.05	
Beran, Angela							

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount	
30002606							
10/26	10/27/2026	WELLNESS R	FY 26.27 Wellness Reimbursement	10-400-5170	495.00	495.00	
Total Beran, Angela:						495.00	
Borris, Erin							
30002607							
10/26	10/27/2026	EXAM FEE REI	Lab Analyst Grade 1 Exam Fee Reimbursement	10-600-5461	225.00	225.00	
Total Borris, Erin:						225.00	
Byers Law Office							
30002608							
10/26	10/27/2026	14945	Legal Counsel - September 2026	10-400-5351	5,445.00	5,445.00	
10/26	10/27/2026	14946	Pass Thru Legal Costs CloudNine - August and September 2026	10-400-5344	1,164.00	1,164.00	
10/26	10/27/2026	14946	Myers Litigation Attorney Fees - September 2026	10-400-5351	6,161.45	6,161.45	
Total Byers Law Office:						12,770.45	
California Special Districts Assoc							
22749							
10/26	10/27/2026	2667	CSDA Annual Membership: Jan-Dec 2027	10-400-5461	10,736.00	10,736.00	
Total California Special Districts Assoc:						10,736.00	
California Water Environment Association							
30002609							
10/26	10/27/2026	N. ROGERS -	N. Rogers - Grade #2 Cert Renewal	10-600-5461	123.00	123.00	
Total California Water Environment Association:						123.00	
CALPERS Health							
20261027							
10/26	10/27/2026	NOVEMBER 2	Admin Fee - Active	10-400-5112	44.11	44.11	M
10/26	10/27/2026	NOVEMBER 2	Admin Fee - Retired	10-400-5112	15.76	15.76	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Lab	10-560-5110	2,839.00	2,839.00	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Plant	10-600-5110	16,631.56	16,631.56	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Admin	10-400-5110	12,223.62	12,223.62	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Engineering	10-420-5110	4,207.90	4,207.90	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Collections	10-460-5110	13,792.56	13,792.56	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Maintenance	10-480-5110	5,445.74	5,445.74	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Retired - Employer Share - Admin	10-400-5111	1,458.00	1,458.00	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Retired - Employer Share - Engineering	10-420-5111	162.00	162.00	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Retired - Employer Share - Plant	10-600-5111	1,296.00	1,296.00	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Retired - Employer Share - Collections	10-460-5111	324.00	324.00	M
202610271							
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Board	10-440-5110	2,603.90	2,603.90	M
10/26	10/27/2026	NOVEMBER 2	Health Premium - Active - Admin	10-400-5110	2.08	2.08	M
Total CALPERS Health:						61,046.23	
Caltest Analytical Laboratory							
30002610							
10/26	10/27/2026	744560	Lab Sampling for Permits FY26-27	10-560-5329	2,860.70	2,860.70	
Total Caltest Analytical Laboratory:						2,860.70	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount
Cal-West Rentals						
30002611						
10/26	10/27/2026	478610	Excavator and Bucket Rental	10-460-5312	2,101.34	2,101.34
Total Cal-West Rentals:						2,101.34
Centricity GIS						
30002612						
10/26	10/27/2026	1991	Cityworks Implementation and Antero Migration	10-400-7504	900.00	900.00
Total Centricity GIS:						900.00
Cintas Corporation						
30002613						
10/26	10/27/2026	4279193423	Safewasher Service	10-480-5339	314.68	314.68
10/26	10/27/2026	4282225967	Safewasher Service	10-480-5339	346.15	346.15
10/26	10/27/2026	4284511448	Laundry Service for week of 10.05.2026	10-460-5334	436.97	436.97
10/26	10/27/2026	4284511448	Laundry Service for week of 10.05.2026	10-600-5334	436.97	436.97
10/26	10/27/2026	4284511448	Misc. laundry items - rugs, towels, etc	10-460-5339	172.06	172.06
10/26	10/27/2026	4284511448	Misc. laundry items - rugs, towels, etc	10-600-5339	172.05	172.05
10/26	10/27/2026	4285267157	Laundry Service for week of 10.12.2026	10-600-5334	430.21	430.21
10/26	10/27/2026	4285267157	Laundry Service for week of 10.12.2026	10-460-5334	430.21	430.21
10/26	10/27/2026	4285267157	Misc. laundry items - rugs, towels, etc	10-600-5339	184.38	184.38
10/26	10/27/2026	4285267157	Misc. laundry items - rugs, towels, etc	10-460-5339	184.38	184.38
10/26	10/27/2026	4286029035	Laundry Service for week of 10.19.2026	10-600-5334	431.43	431.43
10/26	10/27/2026	4286029035	Laundry Service for week of 10.19.2026	10-460-5334	431.43	431.43
10/26	10/27/2026	4286029035	Misc. laundry items - rugs, towels, etc	10-460-5339	184.91	184.91
10/26	10/27/2026	4286029035	Misc. laundry items - rugs, towels, etc	10-600-5339	184.91	184.91
Total Cintas Corporation:						4,340.74
Cintas Corporation 2						
22750						
10/26	10/27/2026	5367193006	First Aid Kid Refill	10-460-5243	199.38	199.38
Total Cintas Corporation 2:						199.38
City of Foster City						
22751						
10/26	10/27/2026	17255	Job Posting- Assistant/Associate Engineer	10-400-5331	582.00	582.00
Total City of Foster City:						582.00
Colantuono, Highsmith & Whatley, PC						
22752						
10/26	10/27/2026	72834	Legal Services - Property Aquisition Advice - Thru 9.30.26	10-420-7116	5,291.00	5,291.00
Total Colantuono, Highsmith & Whatley, PC:						5,291.00
Contractor Compliance and Monitoring, In						
22753						
10/26	10/27/2026	33431	Labor Compliance Services for Phase 3: Superstructure (Multipurpos	10-420-7107	6,646.25	6,646.25
10/26	10/27/2026	33432	STPURWE Labor Compliance Services - Myers & Sons -Sept 2026	10-600-8506	326.25	326.25
10/26	10/27/2026	33433	On-Call Labor Compliance Services 2026-2029	10-420-7906	3,527.50	3,527.50
Total Contractor Compliance and Monitoring, In:						10,500.00

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount	
Direct Dental Administrators LLC							
20261015							
10/26	10/15/2026	D20261016-28	Dental Payment - Board	10-440-5117	557.94	557.94	M
10/26	10/15/2026	D20261016-28	Dental Payment - Plant	10-600-5117	491.28	491.28	M
202610102							
10/26	10/10/2026	202609250000	Admin Fees - Admin - October 2026	10-400-5117	41.00	41.00	M
10/26	10/10/2026	202609250000	Admin Fees - Engineering - October 2026	10-420-5117	31.00	31.00	M
10/26	10/10/2026	202609250000	Admin Fees - Board - October 2026	10-440-5117	29.00	29.00	M
10/26	10/10/2026	202609250000	Admin Fees - Collections - October 2026	10-460-5117	64.00	64.00	M
10/26	10/10/2026	202609250000	Admin Fees - Maintenance - October 2026	10-480-5117	29.00	29.00	M
10/26	10/10/2026	202609250000	Admin Fees - Lab - October 2026	10-560-5117	18.00	18.00	M
10/26	10/10/2026	202609250000	Admin Fees - Plant - October 2026	10-600-5117	75.00	75.00	M
Total Direct Dental Administrators LLC:						1,336.22	
Downing Heating Inc							
30002614							
10/26	10/27/2026	F-18375	Lab Cooling Unit Repair - Fan motor replacement	10-560-5319	750.93	750.93	
Total Downing Heating Inc:						750.93	
Du-All Safety LLC							
30002615							
10/26	10/27/2026	27522	Monthly Safety Maintenance Contract for September 2026	10-460-5241	4,728.00	4,728.00	
Total Du-All Safety LLC:						4,728.00	
Farrell-Martin, Jax							
30002616							
10/26	10/27/2026	2026 BOOT ST	2026 Boot Allowance	10-460-5243	325.00	325.00	
Total Farrell-Martin, Jax:						325.00	
Fernandes, Robert							
22754							
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-460-5111	1,363.69	1,363.69	
Total Fernandes, Robert:						1,363.69	
Foster & Foster Inc							
22755							
10/26	10/27/2026	44325	Prep GASB 75 Disclosure and GASBS 68 CalPERS Cost-Sharing Pl	10-400-5355	4,600.00	4,600.00	
Total Foster & Foster Inc:						4,600.00	
Grainger							
30002617							
10/26	10/27/2026	9108649378	Coated Gloves and Hand Sanitizer	10-460-5243	576.57	576.57	
10/26	10/27/2026	9108855975	Misc Supplies for Plant	10-600-5243	374.43	374.43	
Total Grainger:						951.00	
Hunt, Brandon							
30002618							
10/26	10/27/2026	CASELLE CON	2026 Caselle Conference Reimbursement	10-400-5467	198.47	198.47	

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount
Total Hunt, Brandon:						198.47
Inskeep, Stephen						
30002619						
10/26	10/27/2026	WELLNESS R	FY 26.27 Wellness Reimbursement #2	10-600-5461	199.95	199.95
Total Inskeep, Stephen:						199.95
Jackson's Hardware Inc						
22756						
10/26	10/27/2026	209419	Misc. Supplies	10-480-5315	80.81	80.81
10/26	10/27/2026	209651	Contractor Bags	10-480-5315	43.68	43.68
10/26	10/27/2026	209745	Misc. Supplies	10-480-5317	37.63	37.63
10/26	10/27/2026	209892	Lithium Battery	10-480-5315	20.75	20.75
10/26	10/27/2026	210152	Misc. Supplies	10-460-5315	417.23	417.23
Total Jackson's Hardware Inc:						600.10
JDB Systems						
30002620						
10/26	10/27/2026	8951	9.10 - Flow Meter Calibrations at Plant	10-480-5315	1,555.20	1,555.20
10/26	10/27/2026	8951	9.11 - Flow Meter Calibrations at Plant/Pump Station	10-480-5315	1,555.20	1,555.20
Total JDB Systems:						3,110.40
Jefferson Security Systems						
30002621						
10/26	10/27/2026	R26009	Alarm Service Oct 2026 - Dec 2026	10-480-5311	270.00	270.00
Total Jefferson Security Systems:						270.00
Maeda, Richela						
30002622						
10/26	10/27/2026	2026 BOOT AL	2026 Boot Allowance	10-420-5243	325.00	325.00
Total Maeda, Richela:						325.00
Marin Ace						
22757						
10/26	10/27/2026	85915	Misc Supplies	10-600-5315	46.16	46.16
10/26	10/27/2026	86112	Misc Supplies	10-460-5315	19.64	19.64
Total Marin Ace:						65.80
McMaster-Carr						
22758						
10/26	10/27/2026	72689037	Misc. Supplies	10-600-5315	902.51	902.51
Total McMaster-Carr:						902.51
Microbiologics Inc.						
22759						
10/26	10/27/2026	1193465	Pseudomonas Aeruginosa Dervice from ATCC	10-560-5329	307.05	307.05
Total Microbiologics Inc.:						307.05

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount	
Midstate Construction Corporation							
22760							
10/26	10/27/2026	PROGRESS P	Phase 3: Superstructure (Multipurpose Laboratory Building)	10-420-7107	213,085.95	213,085.95	
Total Midstate Construction Corporation:						213,085.95	
Minhondo, Christine							
22761							
10/26	10/27/2026	SEWER CHAR	Refund of Overpayment of Sewer Service Charge for FY 2025-2026	10-310-4120	8,703.00	8,703.00	
Total Minhondo, Christine:						8,703.00	
Monarch							
20261014							
10/26	10/14/2026	591568332	Pump Station Cameras and Gateways License - October 2026	10-500-5363	203.09	203.09	M
Total Monarch:						203.09	
Noll & Tam Architects							
22762							
10/26	10/27/2026	0062190	Multipurpose Laboratory Building	10-420-7107	64,053.25	64,053.25	
10/26	10/27/2026	0062190	Amendment 1 – Design Services for LEED Gold Certification During	10-420-7107	4,800.00	4,800.00	
Total Noll & Tam Architects:						68,853.25	
Operating Engineers Local No 3							
30002623							
10/26	10/27/2026	10/2026-1	Union Dues 10/2026 - 1	10-000-2129	697.03	697.03	
10/26	10/27/2026	10/2026-2	Union Dues 10/2026 - 2	10-000-2129	697.03	697.03	
10/26	10/27/2026	10/2026-3	Union Dues 10/2026 - 3	10-000-2129	697.03	697.03	
Total Operating Engineers Local No 3:						2,091.09	
Orion Protection Services Group Inc							
30002624							
10/26	10/27/2026	16510	Nightly Patrol- Smith Ranch November 2026	10-600-5337	408.64	408.64	
Total Orion Protection Services Group Inc:						408.64	
Pacific Gas & Electric - 1991349158-5							
22763							
10/26	10/27/2026	8.17.2026 - 9.1	Electricity @ Pump Stations - 8.17.2026 - 9.15.2026	10-500-5425	15,358.03	15,358.03	
Total Pacific Gas & Electric - 1991349158-5:						15,358.03	
Pacific Gas & Electric CDX7397590484							
22764							
10/26	10/27/2026	8.25.2026 - 9.2	Electricity at Reclamation 08.25.2026 - 9.23.2026	10-580-5425	4,777.48	4,777.48	
Total Pacific Gas & Electric CDX7397590484:						4,777.48	
Pacific Wastewater Optimization							
30002625							
10/26	10/27/2026	1121	Chlorine Contact Basin Condition Assessment	10-420-7903	5,604.06	5,604.06	
10/26	10/27/2026	1121	Chlorine Contact Basin Condition Assessment (26420.05)	10-420-7903	433.44	433.44	
10/26	10/27/2026	1122	On-Call Contract for Construction Management, Special Inspections,	10-420-7901	2,593.50	2,593.50	
10/26	10/27/2026	1122	On-Call Contract for Construction Management, Special Inspections,	10-420-7903	1,396.50	1,396.50	

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount
10/26	10/27/2026	1119	Remaining Balance on prior PO 20928 for Phase 2: Foundation Insta	10-420-7107	9,900.00	9,900.00
Total Pacific Wastewater Optimization:						19,927.50
Quest						
30002626						
10/26	10/27/2026	591387	Annual Charge for Service - 11.1.26-10.31.27	10-400-5423	456.00	456.00
Total Quest:						456.00
Retiree Burgess						
30002627						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	194.83	194.83
Total Retiree Burgess:						194.83
Retiree Cortez						
30002628						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimburesment - November 2026	10-420-5111	1,895.00	1,895.00
Total Retiree Cortez:						1,895.00
Retiree Cummins						
30002629						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	194.83	194.83
Total Retiree Cummins:						194.83
Retiree Gately						
30002630						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	503.50	503.50
Total Retiree Gately:						503.50
Retiree Guion						
30002631						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	503.50	503.50
Total Retiree Guion:						503.50
Retiree Kermoian						
30002632						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	194.83	194.83
Total Retiree Kermoian:						194.83
Retiree Lerch						
30002633						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	488.40	488.40
Total Retiree Lerch:						488.40
Retiree Liebmann						
30002634						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	2,476.00	2,476.00

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount
Total Retiree Liebmann:						2,476.00
Retiree Mandler						
30002635						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-460-5111	194.83	194.83
Total Retiree Mandler:						194.83
Retiree Memmott						
30002636						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	264.31	264.31
Total Retiree Memmott:						264.31
Retiree Petrie						
30002637						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	319.29	319.29
Total Retiree Petrie:						319.29
Retiree Pettey						
30002638						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	319.29	319.29
Total Retiree Pettey:						319.29
Retiree Reetz						
30002639						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	194.83	194.83
Total Retiree Reetz:						194.83
Retiree Reilly						
30002640						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	194.83	194.83
Total Retiree Reilly:						194.83
Retiree Vine						
30002641						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	194.83	194.83
Total Retiree Vine:						194.83
Retiree Wettstein						
30002642						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-600-5111	922.00	922.00
Total Retiree Wettstein:						922.00
Retiree Williams						
30002643						
10/26	10/27/2026	NOVEMBER 2	Retiree Health Reimbursement - November 2026	10-400-5111	922.00	922.00
Total Retiree Williams:						922.00

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount
Roy's Sewer Service						
22765						
10/26	10/27/2026	236533	Cleaned and Dumped Debris from Headworks Channel	10-600-5315	4,500.00	4,500.00
Total Roy's Sewer Service:						4,500.00
Satcom Global						
30002644						
10/26	10/27/2026	AI10260151	Satelite Phone Service - Administration	10-400-5243	57.21	57.21
10/26	10/27/2026	AI10260151	Satelite Phone Service - Collections	10-460-5243	57.21	57.21
10/26	10/27/2026	AI10260151	Satelite Phone Service - Plant	10-600-5243	57.21	57.21
Total Satcom Global:						171.63
Shamrock Building Materials LLC						
22766						
10/26	10/27/2026	2610-248907	3/4" CLASS II A.B.	10-600-5317	292.79	292.79
Total Shamrock Building Materials LLC:						292.79
United Site Services						
22767						
10/26	10/27/2026	INV-6391496	Porta Potties at plant - October 2026	10-600-5339	1,639.93	1,639.93
Total United Site Services:						1,639.93
Univar USA Inc.						
30002645						
10/26	10/27/2026	54201561	Sodium Hypochlorite - FY 26/27	10-600-5281	18,656.24	18,656.24
10/26	10/27/2026	54232391	Sodium Hypochlorite - FY 26/27	10-600-5281	15,246.03	15,246.03
Total Univar USA Inc.:						33,902.27
Verizon Connect						
22768						
10/26	10/27/2026	608000092784	Vehicle Tracking Subscription - September 2026	10-400-5362	95.88	95.88
Total Verizon Connect:						95.88
Verizon Wireless						
22769						
10/26	10/27/2026	6154379776	District Cell Phones	10-460-5423	652.31	652.31
10/26	10/27/2026	6154379776	District Cell Phones	10-600-5423	740.26	740.26
10/26	10/27/2026	6154379776	District Cell Phones	10-480-5423	194.17	194.17
10/26	10/27/2026	6154379776	District Cell Phones	10-420-5423	34.83	34.83
10/26	10/27/2026	6154379776	District Cell Phones	10-560-5423	69.33	69.33
10/26	10/27/2026	6154379776	District Cell Phones	10-440-5423	20.02	20.02
Total Verizon Wireless:						1,710.92
Water Components & Building Supply						
22770						
10/26	10/27/2026	30701012	6" and 8" Blind Flanges	10-500-5317	349.91	349.91
10/26	10/27/2026	30701535	Grinding Wheels - QTY 11	10-500-5317	96.02	96.02
Total Water Components & Building Supply:						445.93

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Invoice Number	Description	Invoice GL Account	Invoice Amount	Amount	
WateReuse							
30002646							
10/26	10/27/2026	13225	Annual Membership Dues 1.1.27-12.31.27	10-400-5461	1,674.55	1,674.55	
Total WateReuse:						1,674.55	
WEX Health Inc.							
20260929							
09/26	09/29/2026	9.29.26 FSA	FSA Reimbursement 9.29.26	10-000-2130	20.00	20.00	M
20261006							
10/26	10/06/2026	10.06.26 FSA #	FSA Reimbursement 10.06.26 - #2	10-000-2130	5.00	5.00	M
20261008							
10/26	10/08/2026	10.8.26 FSA	FSA Reimbursement 10.08.26	10-000-2130	26.30	26.30	M
20261018							
10/26	10/18/2026	10.18.26 FSA	FSA Reimbursement 10.18.26	10-000-2130	17.47	17.47	M
202610061							
10/26	10/06/2026	10.06.26 FSA #	FSA Reimbursement 10.06.26 - #1	10-000-2130	20.20	20.20	M
202610141							
10/26	10/14/2026	10.14.26 FSA	FSA Reimbursement 10.14.26	10-000-2130	292.60	292.60	M
Total WEX Health Inc.:						381.57	
WRA INC							
22771							
10/26	10/27/2026	26227-3 - 6165	Biological Monitoring for 2025 Effluent Storage Pond Vegetation Man	10-580-8806	403.50	403.50	
Total WRA INC:						403.50	
Zappetini, Inc.							
22772							
10/26	10/27/2026	8917591	Furnish and Frabricate Knife Switch Per Conversation	10-600-5315	867.00	867.00	
Total Zappetini, Inc.:						867.00	
Grand Totals:						592,001.03	

Board Member: _____

General Manager: _____

Finance Manager: _____

M = Manual Check, V = Void Check

AGENDA ITEM 2C
DATE: 11/05/26

Las Gallinas VALLEY SANITARY DISTRICT

BOARD MEMBER
MEETING ATTENDANCE REQUEST

Date: 10-22-26 **Name:** MEGAN CLARK

I would like to attend the CASA **Meeting**

of NOV. 18, 2026

To be held on the 18TH **day of** NOV. **from** 1:30 **a.m. / (p.m.) to**

~~day of~~ **from** 2:30 **a.m. / (p.m.)**

Location of meeting: ONLINE

Actual meeting date(s): NOV. 18, 2026

Meeting Type: (In person/(Webinar)/Conference)

Purpose of Meeting: To discuss "El Nino Preparedness"

Meeting relevance to District: INFO

	YES	NO
Request assistance from Board Secretary to register for Conference:	☐	☒

Frequency of Meeting: ONCE

Estimated Costs of Travel (if applicable): $0

Date submitted to Board Secretary: 10-22-26

Board approval obtained on Date:

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

REVISED 06012021

AGENDA: 20
DATE: 11/05/26

Las Gallinas VALLEY SANITARY DISTRICT

BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date: 10-22-26 **Name:** MEGAN CLARK

I would like to attend the WaterReuse **Meeting**

of Symposium

To be held on the 1ST **day of** MARCH 2027 **from** 7:00 **(a.m.)/ p.m. to**

4th **day of** MARCH **from** 7:00 **(a.m.) / p.m.**

Location of meeting: LAS VEGAS, Nevada

Actual meeting date(s): March 1-4, 2027

Meeting Type: (In person)/Webinar/Conference)

Purpose of Meeting: water Reuse, technology + policy

Meeting relevance to District: INFO.

Board Members to register for Webinars and Meetings

	YES	NO
Request assistance from Board Secretary to register for Conference only:	☒	☐

Board Directors to make their own Hotel Reservations and book their own transportation including airfare, taxi and/or shuttles.

Frequency of Meeting: ONCE

Estimated Costs of Travel (if applicable): $760/approx.

Date submitted to Board Secretary: 10-22-26

Board approval obtained on Date:

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

REVISED 09062023

AGENDA ITEM__2.E.___
DATE ____11/05/2026_____

BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date:__10/25/2026_____Name:_____Crystal Yezman_____

I would like to attend the Building Public Trust Through Financial Transparency **Meeting of**

_____CSDA_____

To be held on the __27th __ day of ___Oct_____ from __10am_____ a.m. / p.m. to

to ____11:30am_____ a.m. / p.m.

Location of meeting:_____Online_____

Actual meeting date(s):_____10/27/2026_____

Meeting Type: (In person/Webinar/Conference)_____Webinar_____

Purpose of Meeting:_____Education_____

Meeting relevance to District:_____Special District Training_____
Board Members to register for Webinars and Meetings

	YES	NO
Request assistance from Board Secretary to register for Conference only:	☐	■

Board Directors to make their own Hotel Reservations and book their own transportation including airfare, taxi and/or shuttles.

Frequency of Meeting: _____1x_____

Estimated Costs of Travel (if applicable):_____

Date submitted to Board Secretary:_____10/28/2026_____

Board approval obtained on Date:_____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

REVISED 09062023

AGENDA ITEM___2.F.___
DATE _11/05/2026_

BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date:__10/25/2026_____Name:_____Crystal Yezman_____

I would like to attend the Cyber Threats Trends and Safeguards **Meeting of**

_____CSDA_____

To be held on the __28th __ day of ___Oct_____ from __10am_____ a.m. / p.m. to

to ____11:30am_____ a.m. / p.m.

Location of meeting:_____Online_____

Actual meeting date(s):_____10/28/2026_____

Meeting Type: (In person/Webinar/Conference)_____Webinar_____

Purpose of Meeting:_____Education_____

Meeting relevance to District:_____Special District Training_____
Board Members to register for Webinars and Meetings

	YES	NO
Request assistance from Board Secretary to register for Conference only:	☐	■

Board Directors to make their own Hotel Reservations and book their own transportation including airfare, taxi and/or shuttles.

Frequency of Meeting: _____1x_____

Estimated Costs of Travel (if applicable):_____

Date submitted to Board Secretary:_____10/28/2026_____

Board approval obtained on Date:_____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

REVISED 09062023

Las Gallinas Valley Sanitary District

Item Number 2.G.
GM Review *CP*

Agenda Summary Report

To: Board of Directors
From: Jasmine Diaz, PE, District Engineer
(415) 526-1529; jdiaz@lgvsd.org
Mtg. Date: November 5, 2026
Re: Noll & Tam Architects Contract Amendment No. 5 for the Design of Water Ecology Center/Multipurpose Laboratory Building
Item Type: **Consent** X **Action** _____ **Information** _____ **Other** _____.
Standard Contract: **Yes** X **No** _____ **(See attached) Not Applicable** _____.

STAFF RECOMMENDATION

Board to approve Contract Amendment No. 5 with Noll & Tam Architects in the amount of $136,797 for additional services for the Water Ecology Center/Multipurpose Laboratory Building project.

BACKGROUND

During construction of the Water Ecology Center/Multipurpose Laboratory Building superstructure, District staff and Noll & Tam identified additional design-related services required for the Project. Contract Amendment No. 5 covers additional design services described in Noll & Tam's Additional Service Requests 5, 6, and 7 and summarized in the table below.

Noll & Tam Proposal	Additional Scope of Work	Amount Requested
Additional Service Request 5	▪ Review of concrete mix design including product research and manufacturer recommendations for waterproofing and corrosion inhibitors to mitigate for nonconforming concrete.	$9,190
Additional Service Request 6	▪ Revisions to design of the following: Laboratory access, casework modifications, fencing, biorention facilities, and material selection for classroom, existing utility coordination and alternative fire suppression system pathway ▪ Addition of a flagpole and outdoor case for public noticing.	$95,227
Additional Service Request 7	▪ Design for solar PV canopy and electric vehicle chargers ▪ Revisions to parking layout	$32,380
	Total for Contract Amendment No. 5:	***$136,797***

Staff reviewed the Noll & Tam proposals and deemed the fee proposals acceptable.

See attached Additional Service Request No. 5, 6, and 7 from Noll & Tam for additional information.

PREVIOUS BOARD ACTION

1. On March 7, 2024, the District Board approved the award of a contract for Architectural Design Services for the Multipurpose Laboratory Building to Noll & Tam Architects in the amount of $1,890,899.

2. On April 3, 2025, the District Board approved Contract Amendment 1 with Noll & Tam Architects in the amount $204,680 for additional design efforts to pursue LEED Gold Certification for the Multipurpose Laboratory Building.

3. On June 5, 2025, the District Board approved Contract Amendment 2 with Noll & Tam Architects in the amount of $112,120 for additional services related to permitting and construction phasing of the Multipurpose Laboratory Building project.

4. On July 17, 2025, the District Board approved Contract Amendment 3 with Noll & Tam Architects in the amount of $25,400 for redesign to change the power source for the project from the Electrical Building to the Equipment Building.

5. On July 16, 2026, the District Board approved Contract Amendment 4 with Noll & Tam Architects in the amount of $386,350 for additional services related to the educational exhibits for the Multipurpose Laboratory Building including exhibit design, content development, support during bidding, and monitoring of exhibit fabrication and installation.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The fee proposal of $136,797 is within the FY 2026/2027 budget for the Multipurpose Laboratory Building.

Las Gallinas Valley Sanitary District – Multipurpose Building

ADDITIONAL SERVICE REQUEST NO. 5

September 3, 2026

NOLL & TAM ARCHITECTS

Attn: Jasmine Diaz

Jasmine Diaz PE, District Engineer

Las Gallinas Valley Sanitary District

101 Lucas Valley Rd, Suite 300

San Rafael, CA 94903

Re: LGVSD Multipurpose Building, ASR 05

Dear Mrs. Diaz,

Noll & Tam Architects has amended our previous proposal for architectural consulting services, dated March 22, 2024 to provide additional scope as described in this proposal.

The proposal for **Engineering Review – Concrete Mix** is based upon RFI 63 – Concrete Strength at Placed Foundation Walls and Columns, and subsequent correspondence with Midstate Construction and Currie Engineers. It includes two rounds of engineering review, based on lower-than-expected concrete strength results and a second review based on a lower-strength concrete mix design. While the lower strength concrete mix is acceptable structurally, there are serviceability concerns that may be mitigated with the application of a penetrating concrete sealer. This proposal includes product research and manufacturer recommendations for waterproofing and corrosion inhibitors.

Our understanding of the scope of work and proposed fees is summarized below.

Engineering Review – Concrete Mix

Scope of Work:

- Review RFIs, test reports, and emails to determine the cause of the low concrete strength described in RFI 63
- Revise structural calculations to determine if structural system meets code with the lesser strength mix. Check columns, shear walls, anchorage, and lap splices
- Review durability of installed mix, considering marine exposure and possible use of recycled aggregates
- Research penetrating concrete sealers to address serviceability concerns associated with the lesser strength mix
- Project management and consultant coordination
- Coordinate revised work with Contractor

Deliverables:

- Letter of record – written documentation of IDA findings
- Forthcoming ASI with recommended penetrating concrete sealer product

Exclusions:

Services or work products not noted above or as listed in the previous exhibit can be provided upon request as an additional service.

Fees:

Our basic fee for this scope shall be sum not to exceed as listed below, billed time & materials.

Engineering Review – Concrete Mix	
Noll & Tam Architects	$3,390
IDA Structural Engineers	$5,800
Subtotal	$9,190

Sincerely,

Scott Salge
Principal, Noll & Tam Architects

Approved:

Jasmine Diaz PE **date**
District Engineer, Las Gallinas Valley Sanitary District

Las Gallinas Valley Sanitary District – Multipurpose Building

ADDITIONAL SERVICE REQUEST NO. 6

September 30, 2026

NOLL & TAM ARCHITECTS

Attn: Jasmine Diaz

Jasmine Diaz PE, District Engineer

Las Gallinas Valley Sanitary District

101 Lucas Valley Rd, Suite 300

San Rafael, CA 94903

Re: LGVSD Multipurpose Building, ASR 06

Dear Mrs. Diaz,

Noll & Tam Architects has amended our previous proposal for architectural consulting services, dated March 22, 2024 to provide additional scope as described in this proposal.

The proposal for **Revision to Laboratory** is based upon District feedback received in December 2025 and during the July 15, 2026 Laboratory meeting. The changes were issued to the Contractor as ASI 001.

The proposal for **Revision to Casework** is based upon District feedback received in December 2025 and June 2026. The changes were issued to the Contractor as ASI 002.

The proposal for **Revision to Sitework** includes changes to fencing, bioretention and stormwater management, boom truck access, and grading to coordinate with existing conditions. It also includes addition of a Flagpole and Public Display Box. Design work is in progress and will be issued to the Contractor in a forthcoming ASI.

- The changes to fencing are based upon District feedback shared in August and September 2026.
- The site revisions for boom truck access, bioretention, and stormwater management are based upon District feedback and design criteria shared with the design team in April/May 2025, after Permit Set documents were created, and in July 2026 during construction. Note, the proposal includes drafting a letter to Planning with revised stormwater design but assumes no resubmittal of the Planning Design Permit Package.
- The revisions to grading at the Lab Entry are based upon RFI 49 – Existing Communications & Electrical Vaults and subsequent coordination with the contractor.
- The addition of a Flagpole and Public Display Box is based upon Board direction from the July 2026 Board Meeting.

The proposal for **Material at Classroom Soffit** is based upon Board direction from July 2026 Board Meeting.

The proposal for **Existing Utility Coordination and Fire Alarm Pathway** is based upon RFI 33. A pathway for the new fire alarm to tie into the existing Electrical Building will be provided in a forthcoming ASI.

Our understanding of the scope of work and proposed fees is summarized below.

Revision to Laboratory

Scope of Work:

- Prepare for and attend (2) meetings with the District
- Project management and consultant coordination
- Coordinate revised work with Contractor
- Document preparation
    - Coordinate new door to Laboratory with Electrical and Security consultants
    - Coordinate additional auto-operator for exterior door #107A
    - Coordinate revised SS-1 Safety Shower fixture for recessed unit with Plumbing
    - Coordinate new floor drains at Safety Showers within Chemical Storage 114 and Open Laboratory 120 with Plumbing and Structural, as needed

Deliverables:

- ASI 001 – Laboratory Changes

Revision to Casework

Scope of Work:

- Review and confirm design criteria with the District
- Project management and consultant coordination
- Coordinate revised work with Contractor
- Document preparation
    - Coordinate new refrigerator and dishwasher with Plumbing and Electrical
    - Revise casework elevations

Deliverables:

- ASI 002 – Casework Changes

Revision to Sitework

Scope of Work:

- Prepare for and attend (2) meetings with the District to review and confirm requirements of secure perimeter.
- Project management, consultant coordination, and document preparation for fencing changes:
    - Revise fence height and detail along Miller Creek to include a 45-degree angled fence top
    - Revise building guardrail to address security where fence meets the building ramp
    - Revise fencing extents to capture all chlorine chamber vents behind the secure perimeter fence
    - Revise entry paving, pedestrian pathway, and grading to coordinate with fencing changes
    - Coordinate fence footing detail with Civil, Structural, and related changes to bioretention and stormwater management
- Prepare for and attend (4) meetings with the District to review and confirm boom truck access, bioretention, and storm water management requirements.

- Coordination with District Operations and Management for vehicle size and maneuverability at both Compliance Monitoring Equipment Shed and Outfall Box.
- Evaluate omission of bioretention from stormwater management design
- Provide options to reroute stormwater that 1) leaves existing lab building in place, and 2) requires lab building to be demolished
- Evaluate impact to LEED credits
- Prepare letter for Planning to describe proposed changes
- Prepare for and attend one meeting with Planning, if needed
- Project management, consultant coordination, and document preparation for boom truck access, bioretention, and stormwater management changes:
    - Prepared (7) vehicle turning exhibits
    - Revise stormwater management plan with rerouted stormwater design
    - Revise drivable surface, planted area, and irrigation with revised vehicle path
    - Revise vehicle gate location with fencing
- Project management, consultant coordination, and document preparation to coordinate grading at Lab Entry with existing communication and electrical pull boxes:
    - Revise Lab entry stair to include additional tread
    - Revise grading to coordinate existing pull boxes with finished grades and new building finish floor elevation
    - Coordinate pull box access panel elevations with revised site grading
- Project management, consultant coordination, and document preparation to coordinate addition of Flagpole and Public Display Box:
    - Prepare flagpole specification and details
    - Coordinate flagpole footing detail with revised entry paving layout
    - Detail development for Public Display Box
- Coordinate revised work with Contractor

Deliverables:

- Forthcoming ASI with revisions to Sitework

Material at Classroom Soffit

Scope of Work:

- Study material change
- Review and confirm material selection with the District
- Revise soffit detail
- Coordinate revised work with Contractor

Deliverables:

- Forthcoming ASI with revised classroom soffit material

Existing Utility Coordination and Fire Alarm Pathway

Scope of Work:

- Project management and consultant coordination
- Coordination revised work with Contractor
- Document Preparation
    - Coordinate additional pathway for fire alarm from new building to existing Electrical building

Deliverables:

- Forthcoming ASI with the additional Fire Alarm Pathway

Exclusions:

Services or work products not noted above or as listed in the previous exhibit can be provided upon request as an additional service.

Fees:

Our basic fee for this scope shall be sum not to exceed **Ninety-Five Thousand, Two Hundred and Twenty-Seven Dollars** as listed below, billed time & materials.

Revision to Laboratory	
Noll & Tam Architects	$11,940
Guttman & Blaevoet (Plumbing)	$10,185
Guttman & Blaevoet (Electrical)	$3,056
SFMI (Security)	$1,060
Subtotal	$26,241

Revision to Casework	
Noll & Tam Architects	$4,860
Guttman & Blaevoet (Plumbing)	$2,037
Guttman & Blaevoet (Electrical)	$1,698
Subtotal	$8,595

Revision to Sitework	
Noll & Tam Architects	$27,420
BKF	$16,120
Quadriga	$11,992
Subtotal	$55,532

Material at Classroom	
Noll & Tam Architects	$1,740
Subtotal	$1,740

Fire Alarm Pathway	
Noll & Tam Architects	$1,500
Guttman & Blaevoet (Electrical, Fire Alarm)	$1,620
Subtotal	$3,120

Total	**$95,227**

Sincerely,

Scott Salge
Principal, Noll & Tam Architects

Approved:

Jasmine Diaz PE **date**
District Engineer, Las Gallinas Valley Sanitary District

Las Gallinas Valley Sanitary District – Multipurpose Building

ADDITIONAL SERVICE REQUEST NO. 7

September 23, 2026

NOLL & TAM ARCHITECTS

Attn: Jasmine Diaz

Jasmine Diaz PE, District Engineer

Las Gallinas Valley Sanitary District

101 Lucas Valley Rd, Suite 300

San Rafael, CA 94903

Re: LGVSD Multipurpose Building, ASR 07

Dear Mrs. Diaz,

Noll & Tam Architects has amended our previous proposal for architectural consulting services, dated March 22, 2024 to provide additional scope as described in this proposal.

The proposal for **PV Canopy, EV Chargers, and Revision to Parking** is based upon District direction to recommend vendors for the PV Canopy and EV Chargers and anticipated coordination needed with Parking layout. We anticipate the work will be executed concurrently with the Phase 3 construction schedule. Changes affecting Phase 3 scope will be issued to the Contractor in a forthcoming ASI.

Our understanding of the scope of work and proposed fees is summarized below.

PV Canopy, EV Chargers, and Revision to Parking

Scope of Work:

- Project management and consultant coordination
- Coordination with District for final PV Canopy and EV Charger vendor selection
- Coordination with vendors
- Coordination revised work with Contractor
- Document Preparation
  - Coordinate final PV Canopy footings with sidewalk and parking layout
  - Coordinate PV Canopy lighting shown on Phase 3 Lighting drawings
  - Coordinate final EV Charger locations with sidewalk and parking layout
  - Provide conduit route from Main Electrical Room to PV Canopy
  - Update single line diagram
  - Provide circuit breakers for the EV charging stations
  - Update the panelboard schedule

Deliverables:

- Forthcoming ASI to capture PV Canopy, EV Chargers, and revisions as needed to parking layout

Exclusions:

This proposal excludes permitting drawings for PV Canopy structure and electrical. Vendor to procure permits as required. Services or work products not noted above or as listed in the previous exhibit can be provided upon request as an additional service.

Fees:

Our basic fee for this scope shall be sum not to exceed **Thirty-Two Thousand, Three-Hundred and Eighty Dollars** as listed below, billed time & materials.

PV Canopy, EV Chargers, and Revision to Parking	
Noll & Tam Architects	$12,240
BKF	$7,500
Quadriga	$3460
Guttman & Blaevoet (Electrical)	$9,180
Subtotal	$32,380

Sincerely,

Scott Salge
Principal, Noll & Tam Architects

Approved:

Jasmine Diaz PE **date**
District Engineer, Las Gallinas Valley Sanitary District

Las Gallinas VALLEY SANITARY DISTRICT

Item Number 2.H.
GM Review *CP*

Agenda Summary Report

To: Board of Directors
From: Jasmine Diaz, PE, District Engineer
(415) 526-1529; jdiaz@lgvsd.org
Mtg. Date: November 5, 2026
Re: Application of Allocation of Capacity for APN 164-290-80
530 Blackstone Dr West Dormitory Conversion
Item Type: **Consent** X **Action** _____ **Information** _____ **Other** _____.
Standard Contract: **Yes** _____ **No** _____ **(See attached) Not Applicable** X .

STAFF RECOMMENDATION
Board to approve the issuance of a Will-Serve Letter for the interior renovation project located at 530 Blackstone Dr.

BACKGROUND
The project consists of the conversion of an existing wing of a two-story building formerly used as a convent, into a nine-unit, supportive residence for individuals experiencing or at-risk of homelessness. District staff reviewed the plans, and based on the information provided, a connection fee of $23,128 has been assessed for the addition of 56 plumbing fixture units (PFUs). Attached is a draft Will Serve Letter for Board approval.

Potential Access Issues to Impacted Sewer Facilities: None; no improvements to the sewer main are proposed.

Additional Flow Contribution: The project will have negligible impact to downstream sewer facilities.

PREVIOUS BOARD ACTION
N/A

ENVIRONMENTAL REVIEW
N/A

FISCAL IMPACT
Connection Fee Revenue of $23,128.

Las Gallinas VALLEY SANITARY DISTRICT

101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Curtis Paxton
Plant Operations, Don Moore
Collections/Safety/Maintenance, Greg Pease
Engineering, Jasmine Diaz
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Nicholas Lavrov
Craig K. Murray
Gary E. Robards
Crystal J. Yezman

Date:	November 5, 2026
Property Owner(s):	Catholic Charities CYO of the Archdiocese
Property Owner Address:	1 St Vincent Dr San Rafael, CA 94903
Applicant:	Eric Wormood (Wormood Inc.)
Project Name:	530 Blackstone Dr West Dormitory Conversion
Project Address:	530 Blackstone Dr San Rafael, CA 94903
Project APN:	164-290-80

Re: Will-Serve Letter

You have requested a **Will-Serve Letter** from the Las Gallinas Valley Sanitary District ("District") at the November 5, 2026 Board Meeting.

Subject to the terms and conditions in this letter, LGVSD will serve the existing facility at 530 Blackstone Dr with an additional fifty-six (56) plumbing fixtures units (PFU). This letter may be used to submit to another local agency to satisfy a condition for either tentative subdivision map approval or any other permit approval.

This letter is contingent upon the following satisfaction of the conditional requirement to address any corrective actions in the sanitary sewer improvement components of the project and fulfill connection fee obligation before the District signing off on the final inspection.

The Connection Fee approved by the Board is as follows:

Connection Fee for 56 PFUs at $413/PFU	$ 23,128.00
Application Fee:	$ 250.00 (paid)
Engineering Review and Inspection Fees:	$ TBD*
Total Fee:	$ 23,378.00
Outstanding Balance:	**$ 23,128.00**

(- See Item 7 below.)*

The proposed dwelling units and/or PFU shall be subjected to field verification upon project completion. The connection fee may be adjusted for actual number of dwelling units and/or additional plumbing fixture units.

The District will allow for payment of the Connection Fee over a one-year period according to the following:

1. 50% of the Connection Fee is due within thirty days of Board approval of final plans and specifications.
2. 50% of the Connection Fee is due within one year, November 5, 2027; or upon the date of building permit issuance, whichever occurs first.

The standard terms and conditions of approval are as follows:

Initial	Item	Condition of Approval
	1	Applicant shall pay for the facility capacity fee (new connection fee) in accordance with District ordinances and policies. Please note payment date and amount obligations.
	2	Applicant agrees to abide by all conditions of approval of the Board of Directors and District staff.
	3	This Will-Serve approval terminates three (3) years from the Board meeting date unless all building permits have been issued for the project.
N/A	4	Field verification before and after construction is required for this project. Applicant shall accommodate and coordinate with a District inspector.
	5	Prior to the connection of any sewer lateral, you must contact the District for the sewer lateral inspection permit and the application is available on District website. A lateral tie-in inspection is required before any lateral can be backfilled.
N/A	6	After the sewer lateral inspection is completed and the connection is verified, the project will be added to the sewer user charge and will receive a charge for this service annually.
	7	Applicant shall reimburse the District for all plan review, field verification before and after construction, and inspection fees accrued associated with this project.
	8	If payment is not received in accordance with the payment schedule in this letter, the District may revoke this Will-Serve approval and terminate the capacity allocation.

Please remit **$23,128.00** and make the check payable to Las Gallinas Valley Sanitary District. If payment is not received in accordance with the payment schedule above, the District may revoke this Will-Serve approval and terminate the allocation.

This Will-Serve approval and the associated capacity allocation apply to the project as described in this letter, on the parcel(s) identified above, and are not personal to the Property Owner or Applicant. A transfer of ownership of the property does not terminate the allocation, provided all other terms and conditions of this letter are satisfied. This approval is not an unconditional entitlement attached to the property. If the project materially changes from the description in this letter, the District may, at its sole discretion, revise or revoke this approval and the allocation.

By issuing this **Will-Serve Letter**, District is not incurring any liability of any nature, including but not limited to mandate, damages, or injunctive relief. District is making no representation to the applicant nor waiving any rights it has under any applicable State or Federal law. In the event there is any court-imposed moratorium on District, a connection to the District system may not occur. In the event any government agency imposes a moratorium on District, a connection to

the District system may not occur. In the event there is not sufficient capacity, a connection to the District system may not occur.

If connection has not been made within three years, the allocation will be terminated without prejudice. Upon request, you will receive a refund of 90% of the above fees and you will be able to re-apply for an allocation at the fee rate then prevailing. Please sign and date the original of this letter and return it to the District office within 10 days. The copy is for your records.

Sincerely,



Jasmine Diaz, PE
District Engineer

AGREED:

_____
Signature

_____
Date

_____
Company

_____
Name

_____
Title

Cc: Dale McDonald, Administrative Services Manager

DRAFT

11/05/2026

Public Evaluation Center Design Status

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☐ Verbal Report

☑ Presentation – Noll & Tam / West Office

11/05/2026

Furniture Evaluation for Water Ecology Center

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☐ Verbal Report

☑ Presentation – Noll & Tam

11/05/2026

General Manager Report

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☑ Verbal Report

☐ Presentation

Las Gallinas VALLEY SANITARY DISTRICT

Item Number 4
GM Review *CP*

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager
(415) 526-1519 dmcdonald@lgvsd.org
Meeting Date: November 5, 2026
Re: Review of Proposed Garbage and Refuse Rate Adjustment for 2027 and Set Public Hearing for Ordinance No. 202.
Item Type: **Consent** ____ **Action** __X__ **Information** ____ **Other** ____.
Standard Contract: **Yes** ____ **No** ____ **(See attached) Not Applicable** __X__ .

STAFF RECOMMENDATION

Review proposed Garbage and Refuse Rate Adjustment for 2027 and set a public hearing for November 19, 2026, to allow for discussion and input from the public concerning the proposed rate increase to be adopted by Ordinance No. 202. A notice of the public hearing will be published in the Marin Independent Journal and posted on the District's website.

BACKGROUND

This report details the proposed 2027 rate adjustment necessary for Marin Sanitary Service ("MSS") to provide refuse, recycling and organics/compost hauling and processing for customers ("ratepayers") in the unincorporated areas of the Las Gallinas Valley Sanitary District ("District"). Ratepayers include residential homeowners, apartment owners, commercial property owners, and other businesses and tenants. The proposed rate adjustment will increase rates by 6.84% over 2026 levels for all ratepayers. It includes adjustments based on an agreed-upon rate setting methodology the District has with Marin Sanitary Service.

I. Franchise Agreement

The District has a franchise agreement with MSS for refuse collection and recycling services. The District entered into a Revised and Restated Exclusive Franchise Agreement to Collect, Transfer, Process, Market, and Dispose of Solid Waste, Recyclables, and Organic Materials (Agreement) on February 28, 2013. The original term of the Agreement was from February 28, 2013 through December 31, 2033. A provision for automatic annual extensions began at the end of calendar year 2014, allowing both parties to extend the agreement one calendar year unless 12 months written notice of either parties intent to terminate the annual extension was given. Both parties are satisfied with the agreement, and no termination request has been made.

The first amendment to the Franchise Agreement in 2019 substantially streamlined and simplified the annual rate adjustment methodology, setting rates based on set revenues due to MSS, which are escalated annually based on one simple index: the Water, Sewer, and Trash Collection, U.S. city average, Bureau of Labor Statistics ID CUSROOOOSEHG (WST) index.

The index has increased 4.62% over the last twelve months and averaged 4.11% over the last 10 years.

A second amendment to the Franchise Agreement, adopted on February 17, 2022, provided for the District to work with MSS to comply with the State of California's SB 1383 Short-Lived Climate Pollutants Reduction Act, regulating organics waste reduction in the landfill as described in more detail below.

A third amendment to the Franchise Agreement, entered into on December 9, 2024, eliminated customer-owned cans that ensured the District maintains compliance with the SB 1383 Short-Lived Climate Pollutants Reduction Act, which regulates the color of waste cans and prescribes that haulers can only collect organics waste from their issued cans.

II. Environmental Initiatives and Goals

While the original purpose of refuse service had to do with public health and safety around sanitation, it is increasingly geared more toward making progress on waste reduction and climate change goals, which are also forms of public health and safety. The State of California has adopted several pieces of legislation mandating significant reductions of waste hauled to the landfill, recognizing the embedded environmental impacts and greenhouse gas emissions associated with them.

Compliance for AB 1826 was passed in October 2014 and set requirements for all businesses and multi-family complexes that meet certain criteria to arrange for organics recycling.

SB 1383 was passed in September 2016 and took effect January 1, 2022, setting even more stringent requirements for these customers to divert organic waste from the landfill. SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, was passed in June 2022 and final regulations took effect May 1, 2026, with full program implementation planned for January 1, 2027. Taken together, these mandates represent the most significant change to the laws affecting the industry since AB 939 was passed in 1989.

In summary, the overall industry is moving from "bringing garbage to the landfill" to "resource hauling" including transport to recyclers and re-users to find the next highest and best use with the landfill being the last option. MSS has been a leader in this movement, as they have invested in facilities and technologies to divert materials from the landfill, including the construction of the Marin Resource Recovery Center, Marin Recycling Center, and investments in the Food-2-Energy (F2E) program with Central Marin Sanitation Agency.

III. Marin Sanitary Services and Programs

MSS provides residential, commercial, and multi-family refuse services. In addition, MSS provides trash and recycling pick-up for the District's facilities. MSS has a low-income rate assistance program for customers who meet the PG&E Care program eligibility requirements.

Residential service includes single-family units and three or fewer units in a single structure. The District's residential customers receive weekly trash, recycling, and organics/compost collection

services. Residential customers also receive twice yearly residential curbside collections of up to 14 additional bags/cans of yard waste, recycling, and/or garbage; and twice yearly residential on-call collection of up to two large items each time.

Commercial service includes all businesses and residential apartment buildings with four or more units. Commercial customers receive separate trash and recycling containers as well as cardboard pickup, and may choose from a variety of carts, bins, and commercial compactors. In addition, customers are offered the choice of two commercial organics diversion programs.

Customers with significant amounts of pre-consumer food waste may participate in the F2E program. Commercial customers with post-consumer food waste, food soiled papers, and yard waste may participate in the commercial composting program. All commercial services can be picked up from one to six times per week.

Multi-family buildings are classified as commercial customers since they are a business enterprise and operate differently than single family homes. They receive separate trash, recycling, and organics containers depending on the area available for can storage. MSS works with apartment managers and tenants to develop ‘green teams’ to increase recycling and composting at their complexes.

Organics recycling services began in 2022 to meet SB 1383 compliance. MSS also provides compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the District.

In addition, MSS does most of the outreach for the District in compliance with the State’s Mandatory Commercial Recycling and Mandatory Composting laws (AB 341 and AB 1826), which place requirements on businesses to recycle and compost, and also requires the District to provide for annual monitoring and notifications to non-compliant businesses. MSS has also assisted with an illegal dumping abatement program by responding to calls of illegal dumping along the roadways within the unincorporated portions of the District boundaries. As District staff receive complaints of illegal dumping, they notify MSS for collection. MSS remains responsive to staff requests to resolve the complaints.

Several jurisdictions in Marin that have contracts with MSS and utilize a similar rate setting methodology have joined together as a Franchisors’ Group to share information and reduce costs: San Rafael, Larkspur, Ross, the Las Gallinas Valley Sanitary District, Fairfax, San Anselmo, and the County of Marin, including areas within the Ross Valley Sanitary District boundaries. Rate Year 2027 will be the seventh year that the Towns of Fairfax and San Anselmo are included in the rate setting application. The Franchisors’ Group meets several times per year to oversee MSS’s operations, to review MSS’s rate proposals, and to supervise the work of the consultant conducting the rate review.

IV. Rate Review and Methodology

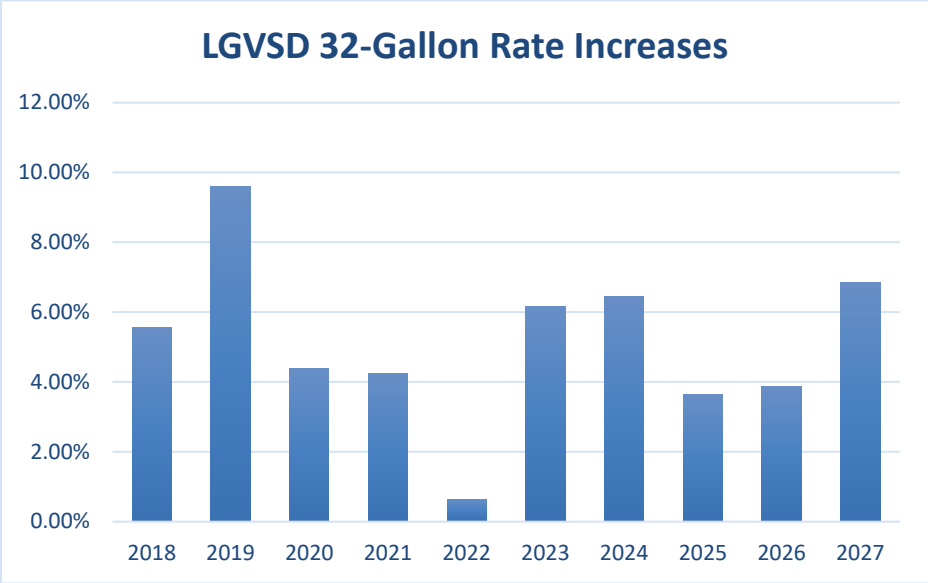
In accordance with the Agreement, MSS submitted an application for rate review, requesting an increase in service charges to be effective January 1, 2027 (Attachment A). The rate application was prepared in accordance with Exhibit B of the Agreement, using the Indexed Year Rate

Revenue Requirement approach. The District retained R3 Consulting Group, Inc. ("R3") as an independent consultant on behalf of the Franchisors' group and the District, and R3 reviewed the rate application in accordance with the rate-setting methodology set forth in the Agreement. The rate review and proposed adjustments are contained in the R3 Report (Attachment B).

R3 conducted a survey of comparable rates within the MSS Franchisor's Group and other non-MSS agencies within Marin as part of the rate review. It summarizes the survey data for residential 32-gallon cart weekly service with curbside recycling and organics pickup. Las Gallinas Valley Sanitary District rates are the lowest among the MSS franchise agencies and below the average cost of $60.37 for other non-MSS agencies (as shown in Attachment B, page 5).

PROPOSED RATE ADJUSTMENT

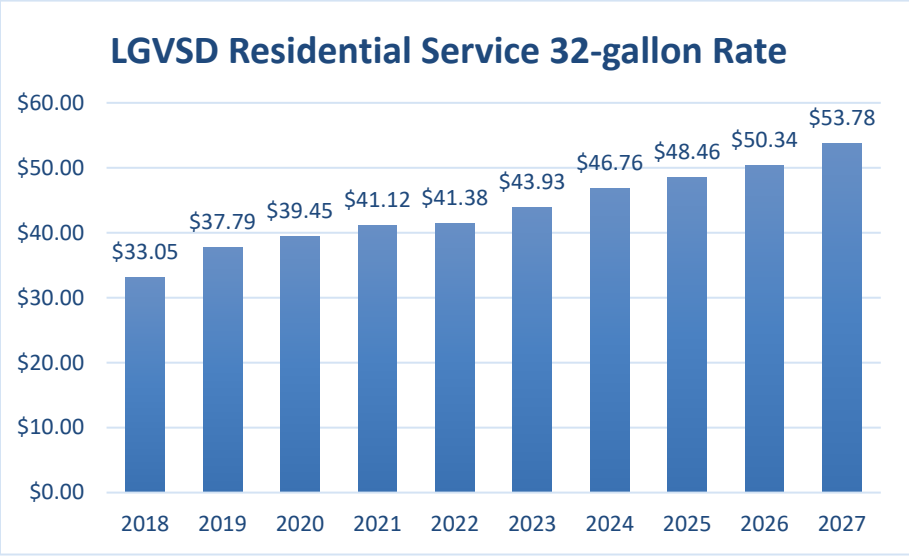
The recommended District proposed rate increase is 6.84%. This is above the historical 10-year average of 5.14%. Over the past ten years rate adjustments in our District have ranged from 0.64% to 9.60%. Last year's adjustment was 3.87%.



Rate Payer Categories and Comparisons

Based on the above recommendation, the cost for bundled services based on a 32-gallon residential landfill cart would be increased approximately $3.44 per month, from $50.34 to $53.78. Residential bundles service includes 1 landfill (garbage) cart, 1 organics cart, and 1 recycling cart. Residential customers may request 1 additional organics cart at no additional cost.

The cost of commercial service for a 3-yard landfill dumpster picked up once per week would be increased by approximately $49.88 per month, from $729.24 to $779.12. Recycling is included in all accounts. Businesses with a vigorous recycling program can reduce their regular container size or pickup schedule resulting in lower rates.



As in previous years, staff is recommending the rate adjustment be applied across the board to all residential, multi-family and commercial service accounts. Actual rates proposed for all services are provided in the draft ordinance (Attachment C, Appendix A, Exhibit C) .

District residents and commercial customers will be notified of the hearing by publishing a notice of the public hearing in the Marin Independent Journal and posting on the District's website.

PREVIOUS BOARD ACTION
Ordinance 201 – adopted December 4, 2025 with rates effective January 1, 2026.

ENVIRONMENTAL REVIEW
N/A

FISCAL IMPACT
Attachment A contains the complete rate request. As shown, the 6.84% overall increase is applied to all customer types and service options. If approved, these rates are projected to satisfy the District's contractual obligations to meet the MSS revenue requirement including franchise fees.

Attachments:

Attachment A Marin Sanitary Service's 2027 Combined Rate Application Cover letter and Rate Sheet

Attachment B Review of Marin Sanitary Service's 2027 Rate Application by R3

Attachment C Draft Ordinance 202 Amending Title 4, Chapter 1, of the District Code, Regulating Garbage, Rubbish, Waste Matter and Refuse, and the Collection, Removal and Disposal Thereof, including proposed Schedule of Rates effective January 1, 2027.

Marin SANITARY SERVICE
CONSERVATION — OUR EARTH, OUR MISSION, OUR JOB

August 31, 2026

Sent via e-mail

Ms. Angela Robinson Piñon
Assistant City Manager
City of San Rafael

Ms. Julie Bryant
WM Program Manager
County of Marin

Mr. Daniel Schwarz
City Manager
City of Larkspur

Ms. Christa Johnson
Town Manager
Town of Ross

Mr. Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Ms. Heather Abrams
Town Manager
Town of Fairfax

Mr. Dave Donery
Town Manager
Town of San Anselmo

Mr. Garth Schultz
Principal
R3 Consulting Group

Subject: 2027 Combined Service Area Rate Application

Dear Ms. Robinson Piñon, Bryant, Abrams, Johnson, and Messrs. Paxton, Schwarz, Donery, and Schultz.

Attached is Marin Sanitary Service's (MSS) rate calculation for rates to be effective January 1, 2027, in our combined service area. The 2027 Rate Application has been prepared in accordance with Exhibit B, Collector's Rate Revenue Requirement and Rate Adjustment methodology. This methodology was ratified by the Marin Franchisors' Group (MFG) during the 2019 Rate Application process. The same methodology was adopted by the Town of Fairfax and the Town of San Anselmo in 2019, during the 2020 Rate Application process.

Overview

Exhibit B specifies that the 2027 Rate Application is to be prepared utilizing the Indexed Rate Revenue Requirement methodology. This means that a majority of MSS's operating costs are adjusted by the change in the June Consumer Price Index for Water and Sewer and Trash Collection, US city average, (referred to as the WST index).

1050 Andersen Drive, San Rafael, CA 94901
p: (415) 456-2601 f: (415) 456-7595
www.marinsanitaryservice.com

CLIMATE ACTION LEADER

For this application, the June WST index was calculated at 4.62% per the contract. Other operating costs such as Garbage Landfilling, Organics Processing, Recyclable Materials Processing, Zero Waste Marin Fees, and Other Agency Fees are adjusted based upon projections or other methods to arrive at 2027 costs. Extraordinary costs for the Recycling Center property insurance and SB1383 implementation costs have been reflected consistent with prior years. These adjusted expenses, plus Franchise Fees and Collector Profit, are totaled for the 2027 Rate Revenue Requirement.

The 2027 Rate Revenue Requirement is calculated individually for each jurisdiction to account for varying Franchises Fees and Other Agency Fees. The 2027 Rate Revenue Requirement is then divided by the 2026 Rate Revenue Requirement to arrive at the 2027 Rate Adjustment Factor for each jurisdiction.

Notable rate adjustments include an increase in organic processing costs, driven by a proposed Waste Management's Redwood landfill green waste tipping fee increase from $53 to $90 per ton, effective January 1, 2027. We continue to engage in good-faith negotiations with Waste Management to secure the most favorable tipping fee for our ratepayers. Should we successfully secure a lower tipping fee prior to the final review of our rate request, we will submit an amended application to reflect these savings and reduce our proposed increase. Ultimately, pass-through adjustments for disposal and organic tipping fees remain outside our operational control. Furthermore, the rate accounts for higher recycling processing expenses driven by flat commodity market revenues and an overall decline in processed recyclable material.

We look forward to working closely with the R3 Consulting Group personnel during the review process and will supply them with all necessary financial documentation. Once the review is completed, we look forward to meeting with you to discuss the rate review report.

As always, we remain at your disposal.

Patty Garbarino
President

Cc: Jason Raleigh, Marin Sanitary Service
Justin Wilcock, Marin Sanitary Service
Dale McDonald, Las Gallinas Valley Sanitary District
Cory Bytof, City of San Rafael
Shannon O'Hare, City of Larkspur

REPORT

Las Gallinas Valley Sanitary District

Review of Marin Sanitary Service's 2027 Rate Application

submitted electronically: October 20, 2026

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

October 20, 2026

Dale McDonald
Administrative Services Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
submitted via email: dmcdonald@lgvsd.org

SUBJECT: Report – Review of Marin Sanitary Service's 2027 Rate Application

Dear Mr. McDonald,

R3 Consulting Group, Inc. (R3) is pleased to submit this report detailing the results of our review of Marin Sanitary Service's (MSS's) 2027 rate application (Application) for the Las Gallinas Valley Sanitary District (District).

This review was conducted pursuant to R3's engagement with the seven agencies (Agencies) served by MSS, including the City of San Rafael, City of Larkspur, County of Marin, Las Gallinas Valley Sanitary District, Town of Ross, Town of Fairfax, and the Town of San Anselmo.

This report summarizes results from our review of MSS's 2027 indexed rate application per the streamlined rate setting methodology established in 2019. The methodology is described in the amended Exhibit B to the Franchise Agreement (Exhibit B) that the District holds with MSS.

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We appreciate the opportunity to be of service to the District. Should you have any questions regarding this report or need any additional information, please do not hesitate to reach out directly.

Sincerely,

Nikki Burke | *Sr. Managing Consultant*
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1. FINDINGS

Executive Summary

On August 31, 2026, MSS submitted an application for an adjustment to solid waste rates in the District, to be effective January 1, 2027. This is an indexed year rate adjustment, which primarily projects compensation due to MSS based on the applicable Water-Sewer-Trash CPI Index (WST). MSS originally submitted an application with a 2027 revenue requirement of $4,162,874. Based on our review, R3 recommended adjustments to the rate application (Adjusted Application). MSS agreed with the adjustments to the application, which are detailed in the report below and in Exhibit I. The final calculated 2027 rate revenue requirement is $4,153,901 which is $266,104 higher than the 2026 rate revenue requirement of $3,887,797. The corresponding adjustment to the District's solid waste rates for 2027 is 6.84% based on a January 1, 2027 effective date.

Table 1: 2027 Rate Adjustment Summary

Compensation Category	2026	Adjusted Application 2027[1]	Dollar Change	Percentage Change	Adjustment to Rates
Collector Operations	$2,680,888	$2,804,614	$123,726	4.62%	3.18%
Garbage and Organics Tipping Fees	$455,285	$537,097	$81,812	17.97%	2.10%
Compliance with SB1383	$26,008	$28,418	$2,410	9.27%	0.06%
Profit Calculation	$331,942	$353,770	$21,828	6.58%	0.56%
Recyclable Materials Processing	$57,926	$72,708	$14,782	25.52%	0.38%
Interest	$60,967	$63,780	$2,813	4.61%	0.07%
Zero Waste Marin Fees	$49,750	$49,827	$77	0.15%	0.00%
Franchise Fees	$193,448	$206,207	$12,759	6.60%	0.33%
Annual Rate Revenue Reconciliation (2025)	$18,840	$29,747	$10,907	57.89%	0.28%
Recycling Property Insurance	$12,743	$7,733	($5,010)	-39.32%	-0.13%
Total Annual Rate Revenue Requirement	**$3,887,797**	**$4,153,901**	**$266,104**	**N/A**	**6.84%**

[1] The figures in this column reflect the recommendations put forth by R3 during the review process. MSS and R3 concur with the figures presented in Table 1 for the 2027 rate calculation. A table detailing the original 2027 application, R3's recommended adjustments, and the respective variations from the original application can be found in Exhibit I.

2027 Rate Adjustment Details

Collector Operations

Collector operations compensates MSS for labor, benefits, general and administrative, depreciation and lease, maintenance, fuel and oil. Per Exhibit B, compensation for Collector Operations is adjusted using the CPI index for Water and Sewer and Trash Collection. R3 used publicly available Bureau of Labor Statistics data to verify the calculated increase of 4.62% to Collector Operations. Per Exhibit B, the rate adjustment is subject to a 2.5% minimum and a 5.0% maximum rate cap for MSS's collector operations. The result is $2,804,614 in collector operations for the District in 2027, which is an increase of $123,726 compared to 2026.

Garbage and Organics Tipping Fees

Garbage and organics tipping fee projections are calculated using actual tonnages collected from January 1 through June 30, 2026, which are then annualized to project total 2027 tonnages. Those tonnages are then multiplied by the projected 2027 tipping fees calculated in accordance with Exhibit B. This is based on the actual per ton tipping fees for each waste stream category, or if unavailable, projected tipping fees are calculated using the current year per ton tipping fees escalated by the change in WST subject to a minimum increase of 2.5% and a maximum increase of 5.0%.

R3 reviewed MSS's projected 2026 tons and the 2027 per ton tipping fees for residential garbage, residential organics, commercial garbage, commercial mixed waste for processing, commercial food scraps, and MSS-served Agencies' waste delivered to MSS. Per Exhibit B, R3 confirmed that MSS correctly projected tons by category using annualized actual tons for the first six months of the current rate year. For all materials except residential organics, MSS correctly projected 2027 per ton tip fees by increasing the 2026 per ton tip fees by 4.62% increase in WST as indicated in Exhibit B.

MSS currently processes residential organics at Redwood Landfill, which communicated to MSS that the processing rate for residential organics will increase from $53.00 per ton to $90.00 per ton in 2027. MSS included this extraordinary increase in the Application. R3 reviewed the projected 2027 per ton rate and agreed on its reasonableness, given outside market conditions. The result is $537,097 in total garbage and organics tipping fees for the District in 2027, which is an increase $81,812 or 17.97% over 2026.

MSS is currently exploring sending residential organics to another facility, but will not have an alternative in place before the 2027 rates go into effect. If MSS is able to secure another processing facility which provides an overall reduced cost for transport and processing of residential organics, the reduction will be passed through to the District through a credit in the 2028 rates.

Compliance with SB 1383

MSS is requesting continued revenue in association with SB 1383 with the goal of increasing compliance with the State of California's organics state mandate(s). MSS will continue to provide compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the District. The total 2027 revenue recovery for these SB 1383 compliance measures for MSS is $28,418, or an increase of $2,410 from 2026.

Profit Calculation

R3 reviewed the calculation of MSS's profit, which is a function of total allowable operating expenses ($3,370,129) for the District divided by the contractually set operating ratio of 90.5% and subtracting the same sum, rounded to the nearest dollar. MSS's actual profit achievement will vary depending on the company's real revenues and expenses; as such, profit is not guaranteed. For 2027, the result is $353,770 in calculated profit for the District, which is an increase of $21,828 compared to 2026. The increase is due to increases in allowable operating expenses, which were described in the previous sections of this report.

Recyclable Materials Processing

A net recyclable materials processing cost is calculated each year to share the risks and rewards of changing recycling markets between rate payers and MSS. Per Exhibit B, the recyclable materials processing cost is escalated by the annual change in the WST and that amount is then divided by the number of incoming recycling tons processed at Marin Recycling Center (MRC) from July 1 of the prior rate year through June 30 of the current rate year.

The recyclable materials revenue amount is calculated based on 90% of the total recyclable material revenue received by the MRC, which is then divided by the number of recyclable material tons processed at MRC. The calculation does not include income or tons from recyclable materials processed for third parties or agencies that were not customers of MSS or the MRC as of December 31, 2018. During the compilation of the 2027 rate application, MSS identified a long-standing practice of including in inbound tons metal tons that were not actually sent for processing at the MRC for the purposes of calculating net recyclables materials processing costs.

In the 2027 submitted rate application, MSS amended the accounting to include only the tons sent to the MRC for processing, which increased the percentage of net recycling costs allocated to MFG jurisdictions from 72% to 79%. Following a series of discussions, MSS and R3 agreed to use the average of the previously included tons from 2020 to 2026 to mitigate this increase. Adjustments to this practice will be accounted for in the next base year rate application. If another index-based rate year occurs prior to the next base year, R3 and MSS will work together to determine an approach that is reasonable fair to rate payers and MSS.

For rate year 2027, the Application included a recycling materials processing cost of $71.23 per ton. After the adjustment to incoming tons, the resulting net recyclable materials processing cost per ton is $64.41, which is an increase of $14.77 from the 2026 value of $49.64. The result is $72,708 in recyclable materials processing costs for the District in 2027, and an increase of $14,782 compared to 2026.

Interest

Interest is based on MSS's actual interest from its loan amortization schedules for actual and projected capital expenditures for services under the Agreement as of the last base year review in 2019. This is increased in the same manner as collector operations, as described above, via WST annually.
The result is $63,780 in interest for the District in 2027, which is an increase of $2,813 compared to 2026.

Zero Waste Marin Fees

Zero Waste Marin fees are set as a pass-through of government fees and, per Exhibit B to the agreements, changes in such fees result in appropriate adjustments to rates to compensate MSS for increases or decreases in such fees. Zero Waste Marin fees included in the Application are set to be equal to the current Zero Waste Marin fee assessments for the current fiscal year, with 100% of the MSS hauler fees passed through to the MSS Agencies, and with none of the MSS Transfer Station fees passed through to the MSS Agencies. The result is $49,827 in Zero Waste Marin fees for the District in 2027, which is an increase of $77 compared to 2026.

Franchise Fees

Franchise fees are calculated by multiplying the applicable franchise fee percentage by each agency served by MSS by the revenues projected for each that rate year. The District's franchise fee is 5.00% of gross revenues. The result is $206,208 in franchise fees for the District in 2027. Franchise fees fund the costs of compliance with State laws, management and administration of the District's Agreement with MSS, and compensate the District for the value of the property rights conveyed to MSS via the Agreement.

Annual Rate Revenue Reconciliation

The rate revenue reconciliation item is to reconcile the projected rate revenue from the 2025 rate adjustment to the actual revenue collected through rates charged during the 2025 rate year. MSS experienced a shortfall of $29,747 in 2025 compared to the rate revenue requirement for that year.

For 2027, the total annual rate revenue reconciliation is $29,747, which is $10,907 more than the revenue reconciliation credit included in 2026.

Recycling Property Insurance

Property insurance for recycling processing facilities has gone up across the country due to fire risks from lithium batteries as well as increases in wildfire related risks. MSS has had no such claims but has received rate increases based on its risk profile. MSS has previously and separately briefed the Agencies on this item, and R3 is aware of the market circumstances surrounding it. The adjustment to incoming tons discussed in the recyclable materials processing section also impacted the recycling property insurance section as the insurance is allocated by inbound tons to MRC. With this change, the result is $7,733 in recycling property insurance for the District in 2027, which is a decrease of $5,010 from 2026.

Survey of Comparable Rates

Figure 1, below, illustrates R3's survey of solid waste rates as of October 2026 for agencies located throughout the Marin County. These survey results are presented as an indication of the reasonableness of the resulting rates for 2027. For comparison purposes, the Agencies are designated in yellow and represent the proposed pricing for 32-gallon cart, including the change indicated by the Adjusted Application. Other, non-MSS service agencies are designated in grey and are current pricing, though price increases are expected for 2027 as well. The average cost for the 30–35-gallon cart for non-MSS service agencies is represented by the black line is $60.37. The 32-gallon cart is projected to cost $53.78 per month for customers in the District. The District's commercial rates for a 3-cubic yard bin serviced once per week will be $779.12 compared to $729.24 the previous year.

Figure 1: Comparison of MSS's 2027 Rates to Other Marin County Agencies

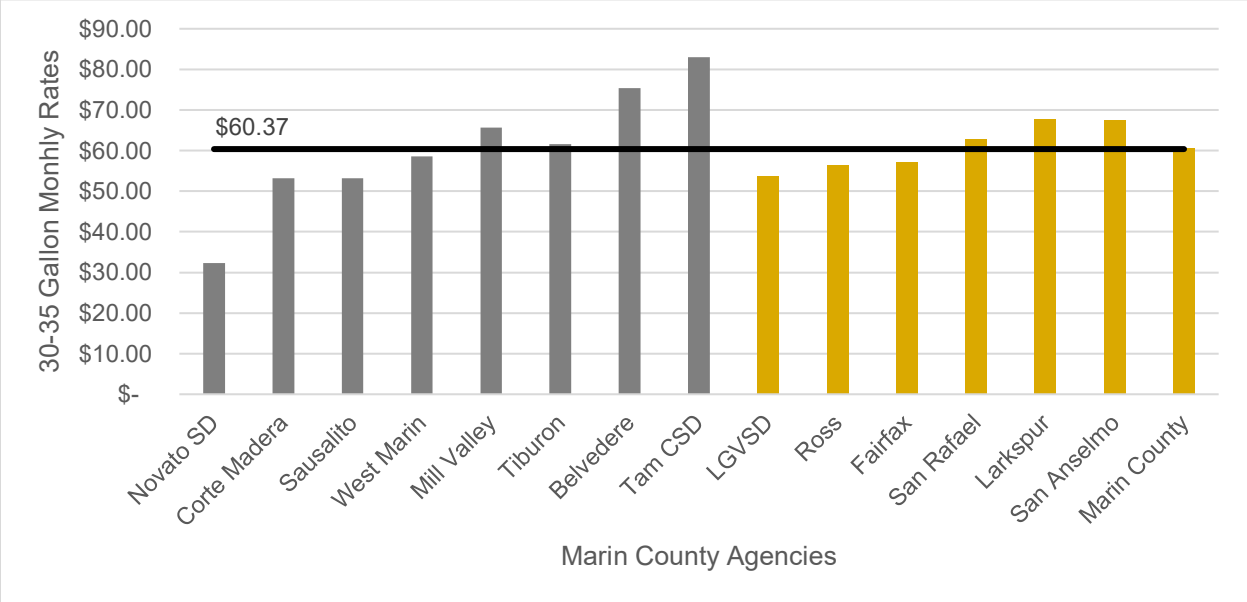


Exhibit I – Rate Adjustments

	2026	2027 Submitted	Adjustments	2027 Adjusted	2027Adjusted vs. 2026		Portion of Rate Adjustment	
					$ Variance	% Variance	As Submitted	2027 Adjusted
Collector Operations	$2,680,888	$2,804,614		$2,804,614	$123,726	4.62%	3.18%	3.18%
Garbage and Organics Tipping Fees	$455,285	$537,097		$537,097	$81,812	17.97%	2.10%	2.10%
Compliance with SB 1383	$26,008	$28,418		$28,418	$2,410	9.27%	0.06%	0.06%
Profit Calculation	$331,942	$353,770		$353,770	$21,828	6.58%	0.56%	0.56%
Recyclable Materials Processing	$57,926	$80,408	($7,700)	$72,708	$14,782	25.52%	0.58%	0.38%
Interest	$60,967	$63,780		$63,780	$2,813	4.61%	0.07%	0.07%
Zero Waste Marin Fees	$49,750	$49,827		$49,827	$77	0.15%	0.00%	0.00%
Franchise Fees	$193,448	$206,656	($449)	$206,207	$12,760	6.60%	0.34%	0.33%
Annual Rate Revenue Reconciliation	$18,840	$29,747		$29,747	$10,907	57.89%	0.28%	0.28%
Recycling Property Insurance	$12,743	$8,557	($824)	$7,733	($5,010)	-39.32%	-0.11%	-0.13%
Total	**$3,887,797**	**$4,162,874**	**($8,973)**	**$4,153,901**	**$266,104**	**6.84%**	**7.08%**	**6.84%**

BOARD OF DIRECTORS OF THE
LAS GALLINAS VALLEY SANITARY DISTRICT

ORDINANCE NO. 202

AN ORDINANCE AMENDING TITLE 4, CHAPTER 1, AN ORDINANCE REGULATING SOLID WASTE, RECYCLABLE AND ORGANIC MATERIALS, AND THE COLLECTION, REMOVAL AND DISPOSAL THEREOF, AS AMENDED, OF THE ORDINANCE CODE OF THE LAS GALLINAS VALLEY SANITARY DISTRICT.

WHEREAS, Section 236 of the Las Gallinas Valley Sanitary District ("District") code provides that a charge shall be imposed and collected by the authorized refuse and recycling agent. Marin Sanitary Services (MSS) is the authorized refuse and recycling agent in the District. MSS has proposed a 6.84% increase in customer rates for calendar year 2027. Along with San Rafael, Larkspur, Fairfax, San Anselmo, portions of Marin County and the Town of Ross, the District retained R3 Consulting Group, Inc., an independent consulting firm, to review the appropriateness of the proposed rate increase. R3 has determined the proposed rate increase is appropriate per their Final Report dated October 20, 2026. Based on R3's findings, the District determines that the proposed increase is based on a formula determined by MSS's actual costs of service and is authorized under the Franchise Agreement; and

WHEREAS, the services and rates for the collection of solid waste, including food waste and recycling and resource recovery, proposed and charged by MSS are set forth in Appendix A.

The Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, does ordain as follows:

Section 1. Appendix A of Title 4, Chapter 1 of the Las Gallinas Valley Sanitary District Ordinance Code, the schedule of maximum rates and fees effective January 1, 2027, to be imposed and collected by MSS, attached hereto as "Appendix A" and incorporated herein by reference, is hereby approved.

DRAFT

All other ordinances and parts of ordinances inconsistent herewith are hereby repealed.

* * * * * * * * * *

I hereby certify that the foregoing is full, true, and correct copy of the Ordinance duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on November 19, 2026, by the following vote of members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Dale McDonald, Acting Board Secretary
Las Gallinas Valley Sanitary District

APPROVED:

_____

Crystal Yezman, President
Las Gallinas Valley Sanitary District

(seal)

LAS GALLINAS VALLEY SANITARY DISTRICT
EXHIBIT C - SCHEDULE OF RATES

RESIDENTIAL REFUSE COLLECTION RATES

Rate increase: **6.84%**
Effective date: **01/01/2027**

REOCCURING CHARGES

Residential Service (Bundled service includes 1 landfill (garbage) cart, 2 organics cart, & 1 recycling split cart)

Weekly Service Rates (Billed Quarterly)	**Flat rate**	
	Monthly Rate	**Quarterly Rate**
20 gallon cart	$45.72	$137.16
32 gallon cart	$53.78	$161.34
64 gallon cart	$107.56	$322.68
96 gallon cart	$161.34	$484.02
Low income - 20 gal* cart	$36.58	$109.74
Low income - 32 gal* cart	$43.02	$129.06
Low income - 64 gal* cart	$86.05	$258.15
Low income - 96 gal* cart	$129.07	$387.21
Additional Organics Cart Rental (35 or 64 gallon cart)	$3.17	$9.51
Additional Split Cart Rental (64 or 96 gallon cart)	$3.17	$9.51
Additional Monthly Charges	**Monthly Fee (per cart, each way)**	**Quarterly Fee**
Distance 0' - 50'	$7.38	$22.14
Distance Over 50'	$9.50	$28.50

*Must meet PG&E CARE program eligibility requirements.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES

Additional Service Fees per Occurrence	**Fee**
Return Fees - Off day	$25.00
Return Fees - Same day	$10.00
Resume Service/Late Fee	$35.00
Contamination (cart) any size cart	$30.00
Overload/Overweight (cart)	$25.00
Extra bag garbage	$15.00
Extra bag yard waste	$10.00
Steam Clean (cart)	$15.00
Special Collection	$35.00
Special Handling (Bulky items)	$30.00
Bulky item fees per item	Fees Vary
Cart Strap Set-up Admin Fee	$25.00
20 Gal Cart Replacement Fee	$55.00
32 Gal Cart Replacement Fee	$60.00
64 Gal Cart Replacement Fee	$65.00
96 Gal Cart Replacement Fee	$75.00
64 Gal Split Cart Replacement Fee	$90.00
96 Gal Split Cart Replacement Fee	$100.00

LAS GALLINAS VALLEY SANITARY DISTRICT

EXHIBIT C - SCHEDULE OF RATES

COMMERCIAL REFUSE MONTHLY COLLECTION RATES

Rate increase: **6.84%**

Effective date: **01/01/2027**

REOCCURING CHARGES

COMMERCIAL CARTS, BINS, ROLL-OFFS	***Collections per Week***						***Additional One Time Empty/On Call***
Garbage	**1**	**2**	**3**	**4**	**5**	**6**	
*20 gallon cart**	$46.76	$93.52	$140.28	$187.04	$233.80	$280.56	$10.79
32 gallon cart	$55.01	$110.02	$165.03	$220.04	$275.05	$330.06	$12.69
64 gallon cart	$110.02	$220.04	$330.06	$440.08	$550.10	$660.12	$25.39
96 gallon cart	$165.03	$330.06	$495.09	$660.12	$825.15	$990.18	$38.08
1 yard bin	$385.05	$771.04	$1,156.10	$1,541.16	$1,927.05	$2,312.02	$88.86
2 yard bin	$582.09	$1,123.92	$1,665.36	$2,206.68	$2,748.54	$3,289.91	$134.33
3 yard bin	$779.12	$1,476.79	$2,174.56	$2,872.24	$3,569.99	$4,267.78	$179.80
4 yard bin	$1,028.70	$2,016.61	$3,004.74	$3,992.56	$4,980.51	$5,968.77	$237.39
5 yard bin	$1,278.31	$2,556.46	$3,834.95	$5,112.89	$6,391.04	$7,669.81	$294.99
6 yard bin	$1,480.32	$2,805.93	$4,131.66	$5,457.27	$6,783.02	$8,108.77	$341.61
10 yard roll-off	$2,351.89	$4,459.73	$6,567.08	$8,674.64	$10,782.65	$12,890.12	$542.74
18 yard roll-off	$3,859.72	$7,232.53	$10,605.23	$13,978.11	$17,351.17	$20,723.88	$890.70
20 yard roll-off	$4,703.76	$8,919.44	$13,134.14	$17,349.29	$21,565.26	$25,780.25	$1,085.48
25 yard roll-off	$5,879.73	$11,149.32	$16,417.68	$21,686.61	$26,956.60	$32,225.32	$1,356.86
Organics (F2E or Compost)	1	2	3	4	5	6	***Additional One Time Empty/On Call***
32 gallon	$25.98	$51.96	$77.94	$103.92	$129.90	$155.88	$6.00
64 gallon	$51.96	$103.92	$155.88	$207.84	$259.80	$311.76	$11.99
1 yard	$181.79	$363.58	$545.37	$727.16	$908.95	$1,090.74	$41.95
2 yard	$363.58	$727.16	$1,090.74	$1,454.32	$1,817.90	$2,181.48	$83.90
3 yard	$545.37	$1,090.74	$1,636.11	$2,181.48	$2,726.85	$3,272.22	$125.85
10 yard roll-off	$1,646.32	$3,292.64	$4,938.96	$6,585.28	$8,231.60	$9,877.92	$379.92
18 yard roll-off	$2,963.38	$5,926.76	$8,890.14	$11,853.52	$14,816.90	$17,780.28	$683.86
20 yard roll-off	$3,292.64	$6,585.28	$9,877.92	$13,170.56	$16,463.20	$19,755.84	$759.84
25 yard roll-off	$4,115.80	$8,231.60	$12,347.40	$16,463.20	$20,579.00	$24,694.80	$949.80

Garbage Compactors (Per empty)			
Roll-off Compactor Tipping fee per ton	$186.65	Roll-off Compactor Hauling charge	$379.13
Stationary FL (Per Compacted Yard)	$158.10	Roll-off Compactor Special handling	Rates Vary

Other Charges	**Service**		**Fee**	**Details**
	Lock		$25.00	Monthly fee
	Box rental		Fees Vary	Minimum Bimonthly fee
	Minimum Load	ML	Fees Vary	Monthly fee
	Distance < 50ft		$7.38	Monthly fee per cart, each way
	Distance > 50ft		$9.48	Monthly fee per cart, each way

** Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.*

NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

On Call rate only available with approval from Route Manager

ONE TIME SERVICE FEES

Commercial Service Fees	Fee
Return Fee - **BIN**	$75.00
Return Fee - **CART** -same day	$10.00
Return Fee - **CART** -off day	$25.00
Late Fee/Resume Service Fee	$35.00
Contamination (**BIN**)	$50.00
Contamination (**CART**)	$30.00
Overload/Compaction (**BIN**)	$60.00
Overload/Compaction (**CART**)	$25.00
Additional Empty/Bag Garbage	$15.00
Additional Empty **BIN**	Fees vary
Extra Bag Yard Waste	$15.00
Steam Clean (1-6 yard **BIN**)	$95.00
Steam Clean (**CART**)	$15.00
Steam Clean (**COMPACTOR/ROLL-OFF**)	$225.00
Lock Set-up Admin Fee	$25.00
Lock Single Use Fee	$5.00
Lock Purchase Fee	$20.00
Lock Bar Bin Set-up Fee	$75.00
Overweight Charge Per Ton*	$205.00
20 Gal Cart Replacement Fee	$55.00
32 Gal Cart Replacement Fee	$60.00
64 Gal Cart Replacement Fee	$65.00
96 Gal Cart Replacement Fee	$75.00
64 Gal Split Cart Replacement Fee	$90.00
96 Gal Split Cart Replacement Fee	$100.00
Bin Repair/Replacement Fee**	Fees vary

*Boxes exceeding 300lbs/yard

**Fees vary by size up to $1,200, not to exceed current replacement value.

LAS GALLINAS VALLEY SANITARY DISTRICT

EXHIBIT C - SCHEDULE OF RATES

MULTI-FAMILY DWELLING REFUSE MONTHLY COLLECTION RATES

Rate increase: **6.84%**

Effective date: **01/01/2027**

REOCCURING CHARGES

MFD CARTS, BINS, ROLL-OFFS	*Collections per Week*						*Additional One Time Empty/On Call*
Garbage	1	2	3	4	5	6	
20 gallon cart*	$45.71	$91.42	$137.13	$182.84	$228.55	$274.26	$10.55
32 gallon cart	$53.78	$107.56	$161.34	$215.12	$268.90	$322.68	$12.41
64 gallon cart	$107.56	$215.12	$322.68	$430.24	$537.80	$645.36	$24.82
96 gallon cart	$161.34	$322.68	$484.02	$645.36	$806.70	$968.04	$37.23
1 yard bin	$355.64	$616.14	$876.55	$1,137.03	$1,397.52	$1,658.05	$82.07
2 yard bin	$582.09	$1,123.92	$1,665.36	$2,206.68	$2,748.54	$3,289.91	$134.33
3 yard bin	$779.12	$1,476.79	$2,174.56	$2,872.24	$3,569.91	$4,267.57	$179.80
4 yard bin	$1,028.70	$2,016.61	$3,004.74	$3,992.56	$4,980.51	$5,968.77	$237.39
5 yard bin	$1,278.31	$2,556.46	$3,834.95	$5,112.89	$6,391.04	$7,669.81	$294.99
6 yard bin	$1,480.32	$2,805.93	$4,131.66	$5,457.27	$6,783.02	$8,108.77	$341.61
10 yard roll-off	$2,351.89	$4,459.73	$6,567.08	$8,674.64	$10,782.65	$12,890.12	$542.74
18 yard roll-off	$3,859.72	$7,232.53	$10,605.23	$13,978.11	$17,351.17	$20,723.88	$890.70
20 yard roll-off	$4,703.76	$8,919.44	$13,134.14	$17,349.29	$21,565.26	$25,780.25	$1,085.48
25 yard roll-off	$5,879.73	$11,149.32	$16,417.68	$21,686.61	$26,956.60	$32,225.32	$1,356.86
Organics	1	2	3	4	5	6	*Additional One Time Empty/On Call*
Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month	$3.17	$6.34	$9.51	$12.68	$15.85	$19.02	*NA*
Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month.	$3.17	$6.34	$9.51	$12.68	$15.85	$19.02	*NA*
1 yard	$181.79	$363.58	$545.37	$727.16	$908.95	$1,090.74	$41.95
2 yard	$363.58	$727.16	$1,090.74	$1,454.32	$1,817.90	$2,181.48	$83.90
3 yard	$545.37	$1,090.74	$1,636.11	$2,181.48	$2,726.85	$3,272.22	$125.85

Garbage Compactors (Per empty)			
Roll-off Compactor Tipping fee per ton	$186.65	Roll-off Compactor Hauling charge	$379.13
Stationary FL (Per Compacted Yard)	$158.10	Roll-off Compactor Special handling	Rates Vary

Other Charges	**Service**	**Fee**	**Details**
	Lock	$25.00	Monthly fee
	Box rental	Fees Vary	Minimum Bimonthly fee
	Minimum Load ML	Fees Vary	Monthly fee
	Distance < 50ft	$7.38	Monthly fee per cart, each way
	Distance > 50ft	$9.48	Monthly fee per cart, each way

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

On Call rate only available with approval from Route Manager

ONE TIME SERVICE FEES

MFD One Time Service Fees	**Fee**
Return Fee - **BIN**	$75.00
Return Fee - **CART** -same day	$10.00
Return Fee - **CART** -off day	$25.00
Late Fee/Resume Service Fee	$35.00
Contamination (**BIN**) Per Yard	$50.00
Contamination (**CART**)	$30.00
Overload/Compaction (**BIN**)	$60.00
Overload/Compaction (**CART**)	$25.00
Additional Empty/Bag Garbage	$15.00
Extra Bag Yard Waste	$10.00
Additional Empty Garbage	Fees vary
Steam Clean (**BIN**)	$95.00
Steam Clean (**CART**)	$15.00
Steam Clean (**COMPACTOR/ROLL-OFF**)	$225.00
Lock Set-up Admin Fee	$25.00
Lock Single Use Fee	$5.00
Lock Purchase Fee	$20.00
Lock Bar Bin Set-up Fee	$75.00
Overweight Charge Per Ton*	$205.00
20 Gal Cart Replacement Fee	$55.00
32 Gal Cart Replacement Fee	$60.00
64 Gal Cart Replacement Fee	$65.00
96 Gal Cart Replacement Fee	$75.00
64 Gal Split Cart Replacement Fee	$90.00
96 Gal Split Cart Replacement Fee	$100.00
Bin Repair/Replacement Fee**	Fees vary by size up to $1,200

**Boxes exceeding 300lbs/yard*

***Fees vary by size not to exceed current replacement value.*

Las Gallinas VALLEY SANITARY DISTRICT

Item Number 5

GM Review *CP*

Agenda Summary Report

To: Board of Directors

From: Dale McDonald, Administrative Services Manager
(415) 526-1519 dmcdonald@lgvsd.org

Meeting Date: November 5, 2026

Re: Successor Memorandum of Understanding Between Las Gallinas Valley Sanitary District and Operating Engineers Local 3, July 1, 2026 to June 30, 2031

Item Type: **Consent** _____ **Action** __X__ **Information** _____ **Other** _____.

Standard Contract: **Yes** _____ **No** _____ **(See attached) Not Applicable** __X__ .

STAFF RECOMMENDATION

Board to adopt the successor Memorandum of Understanding ("MOU") between Las Gallinas Valley Sanitary District and Operating Engineers Local 3 for the term July 1, 2026 through June 30, 2031, and authorize the Board President to execute the MOU as presented.

BACKGROUND

The Memorandum of Understanding between the International Union of Operating Engineers Local No. 3 ("OE3") and the Las Gallinas Valley Sanitary District ("District") covering July 1, 2023 to June 30, 2026, was set to expire on June 30, 2026. The District and OE3 wished to meet and confer to develop a new successor agreement.

Gregory Ramirez of IEDA served as the District's Agency Designated Representative, and bargaining sessions between the District and OE3 began on January 8, 2026. The District granted authority to the District's Labor Negotiator to negotiate up to max authority limited established by the Board. On October 2, 2026, the parties' chief negotiators signed the District's Conceptual Package Counter Proposal, establishing a tentative agreement ("TA") on all bargaining subjects; all unaddressed proposals were deemed withdrawn. On October 13, 2026 the majority of the OE3 membership voted to ratify the TA.

Details of the TA were incorporated into a written successor MOU covering the five-year term July 1, 2026 to June 30, 2031, a copy of which is attached. A redline version is being provided to highlight the changes between the expiring agreement and the successor agreement. Changes are based on the agreed terms in the TA as well as minor grammatical corrections, clarifications, and the removal of obsolete references. Side letters and Labor Management Committee clarifications approved by the District and OE3 during the prior term have been incorporated into the MOU. Key changes include:

- **Salary Increases (3.8):** 3.75% Cost-of-Living Adjustment ("COLA") increase to all represented salary ranges effective the first full pay period following July 1, 2026; annual increases each July 2027 through July 2030 equal to the April San Francisco-Oakland-Hayward CPI-W, with a minimum of 3.5% and maximum of 4.5%.

- **Equity Adjustments:** Applied before the 3.75% COLA salary increase. The following classifications are to receive equity adjustments; Collection System Operators (Operator/I/II/III/Lead) minimum of 3.31%; Plant Operators (OIT/I/II/III/Lead) minimum of 3.00%; Skilled Maintenance Workers (I/II) minimum of 2.63%; Grant Management and Procurement Specialist minimum of 2.22%; Plant Operations Supervisor minimum of 0.99%; Lab Analyst (Analyst/I/II/III) minimum of 0.84%; and Electrical Instrumentation Technician minimum of 0.74%.

- **Salary Survey (3.12):** Salary survey language deleted.

- **Holidays (15.1):** One additional floating holiday, for a total of two floating holidays per calendar year.

- **Deferred Compensation (18.1):** District 457 match increased by $200, to up to $1,400 per calendar year.

- **Standby (3.6.1):** New stand-alone Standby Time Off (STO) leave bank; employees may convert standby pay to leave hour-for-hour, with District approval to schedule, no cash value, and a 40-hour cap.

- **Cash-in-Lieu (17.3):** In-lieu payment increases from $250 to $400 per month effective Plan Year 2027.

- **Work Schedules and Workweek (3.3.1, 3.3.3):** Updated to define the alternative 4/10 work schedules and corresponding FLSA workweeks.

Upon adoption of the MOU, the Board will consider Resolution No. 2026-2406 approving the Salary Pay Schedule effective July 1, 2026, which reflects the negotiated increases and equity adjustments.

PREVIOUS BOARD ACTION
The Board met in conference with the District's Labor Negotiator on May 21, 2026, August 20, 2026, September 3, 2026, and September 17, 2026, and provided direction and authorization.

ENVIRONMENTAL REVIEW
This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(2), as it is a personnel-related administrative action.

FISCAL IMPACT
The adopted budget for fiscal year 2026-27 includes $9,350,366 for salary and benefit expenses. When the budget was developed, management incorporated funding to support anticipated Cost-of-Living Adjustments and proposals by OE3. The cost to implement the TA and adopt the MOU with OE3 falls within the existing budget; no budget amendment is required.

The term of the MOU is for five years, effective July 1, 2026 to June 30, 2031. Because the increases in Years 2 through 5 are tied to the CPI-W (3.5% minimum, 4.5% maximum), the

estimates below assume 4% for those years. It is estimated that the 5-year agreement cost to the District (above 2025/2026) will be:

Year 1 (FY 2026-27)	$ 269,254
Year 2 (FY 2027-28)	$ 197,193
Year 3 (FY 2028-29)	$ 204,036
Year 4 (FY 2029-30)	$ 211,765
Year 5 (FY 2030-31)	$ 219,166
TOTAL	**$ 1,101,415**

ATTACHMENTs

Exhibit A – Memorandum of Understanding – Redline version *(internal use only)*
Exhibit B – Memorandum of Understanding – LGVSD and OE3 July 1, 2026 to June 30, 2031
Exhibit C – Benefits Summary for OE3 Represented Employees

Memorandum of Understanding

Between

Las Gallinas Valley Sanitary District

and

Operating Engineers Local 3

July 1, ~~2023~~2026 to June 30, ~~2026~~2031

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MEMORANDUM OF UNDERSTANDING

BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL 3

July 1, ~~2023~~ 2026 – June 30, ~~2026~~2031

Preamble

This Memorandum of Understanding (MOU) is entered into by and between Operating Engineers Local 3 (Union) and the Las Gallinas Valley Sanitary District (District). The MOU is entered into pursuant to the Meyer-Milias-Brown Act (Government Code Section 3500-3510).

Section 1. Employer-Employee Rights

Employees of the District shall have the right to form, join and participate in activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the District also have the right to refuse to join or participate in the activities of the employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee nor their representative shall be interfered with intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of their exercise of these rights.

1.1 Labor Management Committee

The District shall establish a Labor Management Committee. The Committee shall be comprised of two (2) representatives who are members of the Union and two (2) District representatives selected by management.

In addition to the committee members listed above a representative from the Union professional staff and the District's labor representative may attend the committee meetings. The Committee may mutually agree to invite District employees or experts to attend the committee meeting.

The Labor Management Committee shall be scheduled to meet three (3) times a year. If there are no agenda items submitted by either party prior to the scheduled meeting date the Labor Management Committee meeting shall be postponed until the next regularly scheduled meeting date. The Labor Management Committee meetings can be scheduled more often than three (3) time a year if necessary.

Section 2. Employment Classification

2.1 Employment

Nothing set forth in this section should be read to guarantee continued or permanent employment to any employee.

2.2 New Hires

The first year of continuous employment by the District is considered a probationary period. During this time, the employee will learn their responsibilities, get acquainted with fellow employees and determine whether they are satisfied with their job. At the same time the employee's supervisor will monitor their performance and have the opportunity to determine whether the employee is adapting to their new work at the District.

At approximate intervals of 3 months, 6 months, 9 months and 11 ½ months of service the supervisor will review the employee's performance and discuss the District's and the employee's job goals. If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee. The supervisor may recommend that the General Manager approve an extension of the probationary period (not to exceed an additional six months) or recommend that employment be discontinued.

2.3 Regular Full-time Employees

Regular full-time employees are those who are normally scheduled to work forty (40) hours per week. Regular full-time employees are eligible for the benefits described in this MOU.

2.4 Regular Part-time Employees

Regular part-time employees are those who are normally scheduled to work less than forty (40) but not less than twenty (20) hours per week. Regular part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for the insurance benefits described in this MOU but are not eligible for vacation, sick leave or any other leave benefit that is not mandated by law.

2.5 Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments are generally for periods of less than six months. However, such assignments may be extended. Temporary employees may be hired for special projects or to assist in emergencies such as civil or natural disasters.

Temporary employees are not eligible for employee benefits except where mandated by applicable law.

2.6 Casual Employees

Casual employees are employees who are hired to work less than twenty (20) hours per week. Casual employees may be assigned a work schedule in advance or may work on an as needed basis. Casual employees are not eligible for benefits or employer contribution to insurance programs.

The use of Casual Employees is not intended to replace full-time employees.

Section 3. Schedules, Wages and Special Pay

3.1 Job Duties

The District maintains job descriptions that describe the responsibilities and duties of each position.

3.2 Residence Requirements

Employees are not required to reside within the boundaries of the District. However, because of the need to respond to emergency calls during non-working hours, all Emergency Response designated employees must reside within a 45-minute automobile drive of the District office during non-commute hours.

3.3 Work Schedules and Wages

3.3.1 Work Schedules

The work schedule will be 6:00 am to 3:30 pm Monday through Thursday and 6:00 am to 2:30 pm on alternating Fridays for collections, maintenance, operations, and laboratory classification work groups. The General Manager has the discretion to determine the start and end time of all other classifications. Plant operator schedules include rotational standby duty which may include responding to the plant on Saturdays, Sundays, and holidays.

Alternative 9/80 and 4/10 work schedules are the primary work schedules of the District. Adjustments and flexibility in the work schedule, such as working other alternative schedules or working a traditional 8-hour schedule, can be arranged at mutual agreement between the employee and District management.

The District work schedules are structured in one of the following ways:

1. Alternative 9/80 work schedule: A nine (9) hour workday, four (4) days per week, and an alternating eight (8) hour workday, occurring once every other week. A 9/80 schedule will result in 80 hours worked over a two-calendar week period.

2. Alternative 4/10 work schedule: A ten (10) hour workday, four (4) days per week. A 4/10 schedule will result in 80 hours worked over a two-calendar week period.

~~2.~~3. Traditional 8-hour schedule: An eight (8) hour workday, five (5) days per week.

All Agency employees shall have an established standard workday and workweek schedule, with daily starting and ending times. Each employee is expected to observe their schedule, by being at work at their defined start time, and to stay at work until their defined ending time.

Work schedules may be modified or waived by the General Manager in the event of an emergency to ensure the safe operation and maintenance of the wastewater collection system, treatment plant, laboratory, and administrative functions.

3.3.2 Lunch and Breaks

Employees are entitled to a thirty (30) minute unpaid lunch break and two fifteen (15) minute paid rest breaks during the workday. An employee may use one fifteen (15) minute break to extend the lunch period to forty-five (45) minutes. An employee is entitled to an unpaid one-half (1/2) hour meal break for every five (5) hour work period. The lunch period should be scheduled at the middle of the work shift, whenever possible.

3.3.3 Workweek Defined

The District workweek is defined in one of the following ways:

1. For employees working the 9/80 schedule, the workweek shall begin four hours into the alternating eight-hour workday and conclude 168 hours later.

2. For employees working the 4/10 schedule, the workweek shall begin- at 00:00 hours on Monday and conclude the following Sunday at 24:00 hours.

~~2.~~3. For employees working the traditional 8-hour schedule, the workweek shall begin at 00:00 hours on Monday and conclude the following Sunday at 24:00 hours.

Each employee choosing to work an alternative work schedule will have their defined workweek communicated in a written agreement with the employee and will be in compliance with FLSA requirements.

3.4 Payment of Wages

Employees are paid biweekly. Paychecks are issued by the District office on Friday for the two week payroll period which ends the preceding Sunday at 24:00 hours (midnight).

3.5 Overtime

Occasionally, non-exempt employees may be required to work overtime. All overtime work must be authorized in advance except when an employee is on standby or is responding to an emergency. The District includes all hours worked and paid time off as eligible hours when calculating overtime. The District compensates for all overtime hours worked by non-exempt employees in accordance with state and federal law. The District has an overtime rounding up/rounding down policy which shall be followed in determining when and how much overtime will be reported.

- All hours worked in excess of an employee's scheduled workday or forty (40) hours in one (1) workweek will be treated as overtime.

- A workday for overtime calculation begins at 06:00 hours and ends twenty-four (24) hours later.

- Compensation for hours in excess of forty (40) for the workweek, or in excess of employees scheduled workday and not more than twelve (12) for the workday, will be paid at a rate of one-and-one-half times (1.5x) the employee's base hourly wage rate.

- Compensation for hours in excess of twelve (12) in one (1) workday will be paid at double (2x) the base hourly wage rate.

- Employees required to work Sundays will be paid double the base hourly wage rate for work performed on Sunday.

- Employees who's regularly scheduled workday falls on a paid holiday and who work the holiday will receive holiday pay at one-and-one-half times (1.5x) the employee's base hourly wage rate. Overtime earned for working the holiday will be added to the employee's compensatory time off bank, subject to the accumulation cap in section 15.12.

- Employees who are required to work during their unpaid meal period and receive prior approval from their supervisor shall receive one-and-one-half times (1.5x) the employee's base hourly wage rate for their meal period.

3.6 Standby and Call-Back

Employees scheduled for standby are entitled to premium pay. Employees called back to perform regular or emergency after-hours work are entitled to premium pay.

Non-standby employees physically responding to the plant or pump station after-hours must obtain supervisor or manager approval.

3.6.1 Standby

Employees who are scheduled for standby duty will receive a pay premium of two hours of straight time for each evening outside of their normal work schedule (after-hours work) the employee is assigned stand-by duty during the work week, Monday through Friday. Employees who are scheduled for standby duty during 1) a weekend (Friday evening through Sunday evening or in the case of an employee on an alternative work schedule (AWS) the evenings of two-to-three consecutive regular days off, or 2) on an actual or observed holiday when the plant is closed, will receive a pay premium of three (3) hours of straight time for each 24-hour period the employee is assigned standby duty outside the normal work schedules (after-hours work); example 2:30 p.m. Friday to Saturday 2:30 p.m. Standby compensation shall be limited to pay or conversion to stand-alone Standby Time Off (STO) leave only and cannot be converted to compensatory time off.

As soon as administratively possible, but no longer than two (2) pay periods after adoption, the District shall establish a stand--alone standby time off (STO) leave code for employees who choose to convert standby pay to leave on an hour-to-hour basis. District approval is required to schedule STO leave used. STO shall have no cash-value. There is a forty (40) hour maximum accrual for each employee.

3.6.2 Weekend and Holiday Standby Coverage for Standby Plant Operators

Standby employees scheduled to work overtime on weekends and holidays are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to the Plant: Employee will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee arrives at the plant and will conclude upon the employee leaving the plant.

2. Remote Monitoring of the Plant: Employee will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate.

3.6.3 Emergency Response Call-Back

Any employee, including a standby employee, who is called back and is required to work are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to a Plant Alarm or Event: Any employee, including a standby employee, who physically responds to the plant or pump station for an alarm, plant emergency or line stoppage, will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee leaves their home and will conclude upon the employees return to their home.

2. Remote Response to a Plant Alarm or Event: Any employee, including a standby employee, who remotely responds to an alarm or plant notification, will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

The responding employee may receive one (1) hour of remote access premium pay up to two (2) hours total for the Stand-by period. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

For a remote access response to qualify it must meet all of the following criteria:

- An alarm must be triggered;
- The assigned person must respond and act; and
- The action taken requires a log book entry.

The log book entry will be made upon returning to the treatment plant to report for scheduled duty or by having another Operator enter the action in the log book, if the responding party will not be returning to the treatment plant before the start of the next day's shift.

The decision to physically respond to the plant or pump stations must be in good judgment.

3.6.4 Emergency Response Stipend

In addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to callouts, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly

pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees are defined as emergency response personnel as determined by the General Manager or their designee, including but, not limited to, employees in the following classifications:

- Plant Operator, Grade I
- Plant Operator, Grade II
- Plant Operator, Grade III
- Plant Operator, Lead
- Plant Operations Supervisor
- Collection Systems Operator
- Collection Systems Operator, Grade I
- Collection Systems Operator, Grade II
- Collections System Operator, Grade III
- Collections System Operator, Lead

Eligible employees shall receive a $300 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

3.7 Wage Plan

The pay range for each position consists of six steps. Advancement from one step to the next is based on performance, recommendation of an employee's immediate supervisor, and the approval of the General Manager.

3.7.1 First Step

The minimum pay rate and normally the rate at which a new employee is hired.

3.7.2 Second Step

An employee is eligible for an increase to the second step after one year of continuous satisfactory performance.

3.7.3 Third Step

An employee is eligible for a third step increase after one year of satisfactory performance at the second wage step.

3.7.4 Fourth Step

An employee is eligible for a fourth step increase after one year of satisfactory performance at the third wage step.

3.7.5 Fifth Step

An employee is eligible for a fifth step increase after one year of satisfactory performance at the fourth wage step.~~.~~

3.7.6 Sixth Step

An employee is eligible for a sixth step increase after one year of satisfactory performance at the fifth wage step.

~~Effective the first full pay period in July 2023, a fully qualified and competent employee is eligible for an increase to this step after one year of satisfactory performance at the fifth step. The sixth step is the maximum pay rate for a position.~~

~~Those employees that have completed at least one full year of active employment at the Fifth Step on the effective date of this Agreement will be placed at the Sixth Step.~~

3.7.7 Certification

Employees who have acquired the minimum certification requirements for a position will be promoted as soon as possible, upon presentation of notification from the certifying agency/organization that the employee has met the minimum requirements or after receipt by the District of the certificate, whichever is sooner, to a higher wage range. For example, an operator with Grade I certification is eligible to be promoted to Operator Grade II position after being notified in writing and presenting said notification to the District or after receiving a Grade II certificate from the certifying agency/organization to the District.

Certification programs recognized by the District are the voluntary California Water Environment Association (CWEA) certification programs for Collection System Maintenance, Mechanical Technology, and Laboratory Technology and the California State Water Resources Control Board Wastewater Operator Certification Program. Employees who pass the certification exam will be reimbursed for the certification examination fees. As a condition of employment all certificates must be kept current. Effective July 1, 2001, the District will reimburse an Employee for the cost associated with the renewal of one (1) of the certificates listed above. The General Manager, at their sole discretion, may approve reimbursement for additional certificate renewals.

3.7.8 Multi-Certification

An employee who has one type of certification(s) and obtains additional certification(s) in "related fields" may be eligible for an immediate certification stipend. "Related fields" is a matter of General Manager determination. Any employee wishing to pursue these step increase(s) needs to confer with the General Manager prior to enrolling in educational courses or pursuing other courses of action to obtain additional certification. The District expects the additional certification will promote cross training and be in areas meaningful and useful to both the employee and the District. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District it may be revoked.

The District will grant a monthly stipend of four hundred fifty dollars ($450) for DUAL certification. Dual certification should be understood to be certification of one type and one additional certification in a related (but not the same) field. These certifications maybe issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency approved by the General Manager.

The District will grant a further monthly stipend of four hundred fifty dollars ($450) for TRIPLE certification. Triple certification should be understood to be three certifications in related (but not the same) fields. These certifications may be issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency or training approved by the General Manager."

During June of even years, the District will post the required qualifications for multi-certification compensation for operators, environmental services and line classifications. Once the required qualifications are posted, by the District, the required qualifications may only be changed by mutual agreement between the District and the Union.

3.7.9 Additional Certifications

When an employee obtains a certificate higher than what is required in their job classification series, the employee shall receive a one-time lump sum payment of:

$400 for a Grade III
$450 for a Grade IV (excluding supervisory positions)
$550 for a Grade V

The District shall reimburse an eligible employee one time for the applicable cost of an approved preparatory course to assist the employee in obtaining the Grade III additional certification, the Grade IV additional certification, and/or for the Grade V additional certification.

3.7.10 Longevity Pay

Eligible employees, hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible on the beginning of their 7th year of employment with the District for longevity pay. The longevity pay shall be 5.0% calculated on the employee's base wage rate as shown on the Pay Schedule.

An employee who was hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible upon completion of their 10th year of employment with the District for additional longevity pay. The longevity pay shall be an additional 3.0% calculated on the employee's cumulative wage rate as shown on the Pay Schedule.

Employees hired after May 7, 1997, in the following classifications, are not eligible for a longevity pay:

Laboratory Analyst, Grade I
Collection System Operator
Collection System Operator, Grade I
Skilled Maintenance Worker, Grade I
Plant Operator in Training
Plant Operator Grade I

All employees in entry level classifications as noted on the Pay Schedule are not eligible for longevity pay.

Employees hired on or after September 7, 2023, are not eligible for longevity pay under this subsection.

3.7.11 Salary After Promotion or Demotion

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class or receive a minimum of five percent (5%) increase above the salary rate the employee was receiving, whichever is higher; provided, however, that the salary rate received does not exceed the maximum rate for such higher class.

When an employee is moved from one class to a class with a lower maximum salary (demotion), the employee shall be placed at the rate of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

3.7.12 Promotional Probation Period

The probationary period for employees who are promoted shall be for six months.

If an employee is rejected during their promotional probationary period, the employee shall be returned to their former position.

The promotional probation period shall not apply to movements within a flexibility staff classification (Example movement from an Operator Grade I to an Operator Grade II)

For employees who are promoted, their merit increase date shall be changed to the date of their promotion and annually thereafter.

3.8 Salary Increases

3.8.1 Effective the first full pay period following July 1, ~~2023~~2026, the salary ranges for all represented classifications shall increase by ~~five~~ three and three quarter percent (~~5~~3.75%) as reflected and listed in Appendix A.

3.8.2 Effective the first full pay period following July 1, 2027, the salary ranges for all represented classifications in effect as of June 30, 2027, shall increase by the April 2027 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).~~Effective the first full pay period following July 1, 2024, the salary ranges for all represented classifications as listed in Appendix A shall increase by three percent (3%) as reflected and listed in Appendix B.~~

3.8.3 Effective the first full pay period following July 1, 2028, the salary ranges for all represented classifications in effect as of June 30, 2028, shall increase by the April 2028

Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).~~Effective the first full pay period following July 1, 2025, the salary ranges for all represented classifications as listed in Appendix B shall increase by three percent (3%) as reflected and listed in Appendix C.~~

3.8.4 Effective the first full pay period following July 1, 2029, the salary ranges for all represented classifications in effect as of June 30, 2029, shall increase by the April 2029 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.8.5 Effective the first full pay period following July 1, 2030, the salary ranges for all represented classifications in effect as of June 30, 2030, shall increase by the April 2030 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.9 Temporary Out of Classification Assignment

If any position within the District classification ranges is vacant, excluding vacation leaves, for a period of more than two-weeks due to reasons, including but, not limited to, employee sickness or resignation, the General Manager may assign a District employee to assume the responsibilities of the position on a temporary basis. A District employee given a temporary assignment within a higher District classification will be granted a salary increase effective on the date of assignment by the General Manager. The employee's new salary will be an amount equivalent to the employee's current salary range step in the higher classification subject to a maximum of a two-step or 10% increase. This salary increase remains in effect until the temporary assignment is completed as determined by the General Manager.

3.10 Performance

An employee's performance is reviewed after completion of the one year probationary period and every year thereafter. The employee will be required to sign the performance review report to acknowledge that it has been presented to the employee. Based on these reviews, the General Manager will grant or not grant a wage step increase. Base wage step increases granted shall be retroactive to the employee's applicable anniversary date for the evaluation period covered.

3.11 Supervisor Cell Phone Reimbursement

Supervisors who choose to use their personal cell phone for District related business in place of a District provided cell phone are eligible for reimbursement of $25 per month.

Eligible Supervisor positions are as follows:

Assistant/Associate Engineer
Environmental Services Supervisor
Plant Operations Supervisor
Maintenance Supervisor

Supervisors participating in the Supervisor Cell Phone Reimbursement will be required to abide by the Supervisor Cell Phone Reimbursement Policy.

The District may terminate the program at the discretion of the General Manager.

~~**3.12 Salary Survey**~~

~~The District will contract with an outside consultant at its cost to have a total compensation salary benchmark survey of bargaining unit classifications with comparable agencies completed by December 31, 2025. The District will consult with the Union for input and comment on the selection of the consultant and development of the survey criteria including comparable agencies recommended by the consultant and the positions selected as the benchmark classifications to be surveyed. The District and the bargaining unit will rely on the expertise and recommendations of the expert consultant with input from the parties. The final survey will be provided to the parties for their use in successor MOU negotiations for information and data purposes only, the results of the survey shall not be implemented except as negotiated and agreed to by the parties in their successor MOU negotiations.~~

Section 4. Reduction in Workforce

The Board may lay off an employee of the District upon one month's written notice because of material change in duties or organization or shortage of work or funds.

An employee who is laid off from the District, whose performance evaluation demonstrate that they had at least satisfactory service during their tenure with the District shall be placed on a reemployment list for 18 months after their separation from service due to lay off. Employees on the reemployment list shall be offered employment with the District in inverse order of their placement on the reemployment list.

Section 5. Discipline

The General Manager may suspend, demote, reduce in pay or discharge any regular employee for just cause.

An employee is entitled to Union representation in accordance with the Weingarten Rights.

Section 6. Grievance Procedure

6.1 Definition

A grievance is any dispute which involves the suspension, discharge, disciplinary pay reduction or demotion of an employee, the interpretation or application of a policy (policies may only be appealed to the General Manager's level) or the interpretation or application of any provision of this MOU. A grievance may be filed by an employee in their own behalf, or jointly by a group of employees or by the Union.

6.2 Procedure

A grievance shall be filed according to the following procedures:

6.2.1 Immediate Supervisor

Any employee who believes that they have a grievance may, within five (5) working days of the event-giving rise to the grievance, present the grievance informally either orally or in writing to the Immediate Supervisor. Grievances not presented within the time period shall be deemed to be waived and the event-giving rise to the grievance shall remain unaltered in any respect. The Supervisor shall meet with the grievant to settle the grievance and if not resolved orally, give a written answer to the grievant within ten (10) working days from the receipt of the grievance by the supervisor.

6.2.2 General Manager

Any grievance which has not been resolved by the procedures set forth above may be referred to the General Manager by the grievant in writing within five (5) working days from the receipt of the Immediate Supervisor's answer and the specific issues involved shall be detailed in such referral together with a statement of the resolution which is desired. The General Manager or their personal representative shall investigate the merits of the complaint, meet with the grievant and Union representative to settle such grievance (or, if the personal representative of the General Manager, to make recommendations thereon to the General Manager) within twenty (20) working days following the meeting(s).

6.2.3 Mediation

Any grievance which has not been resolved by the procedures set forth above may be referred to mediation by the grievant in writing within five (5) working days from receipt of the General Manager's answer. The General Manager or their representative will contact the State Mediation and Conciliation Division and request that a Mediator be assigned. The initial mediation session should occur within twenty (20) working days.

6.2.4 Board of Directors

Any grievance which has not been resolved by the procedures set forth above may be appealed in writing to the Board of Directors within five (5) working days from the conclusion of Mediation. Upon receipt of an appeal, the Board of Directors shall discuss the grievance with the employee, the employee's representative, if any, and other appropriate people. The Board of Directors may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the District's attorney to render advice concerning the appeal. Within twenty (20) working days, the Board of Directors shall render a formal decision, in writing, to the employee. Such a decision shall be final and binding.

The Board shall not be empowered to add to, subtract from, or in any way modify or alter, any provision of this MOU.

6.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the District to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

6.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Immediate Supervisor. In such cases no adjustment shall be retroactive for more than one hundred eighty (180) calendar days from the date upon which the complaint was filed.

Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

6.5 Suspension and Discharge Grievances

If the General Manager or the Board of Directors in pursuance of the procedures outlined in Section 6.2.2 or 6.2.4 above resolves a grievance which involves suspension or discharge, the District may agree to payment for lost time or to reinstatement with or without payment for lost time.

Section 7. Personnel Records

The District considers employee personnel records confidential and limits disclosure to authorized individuals. Employees have the right to inspect documents in their personnel files in the presence of the General Manager or their designee at a mutually convenient time. The employee may be accompanied by their Union Representative if they so choose. An employee may add their version of any disputed item to the file, and copy documents. The District will protect employee's privacy to the extent required by law. However, the District may have to cooperate with the request for information from authorized law enforcement or local, state or federal agencies conducting investigations.

Section 8. Workplace Violence

The District has no tolerance for violent acts or threats of violence in the workplace. Any employee who is subjected to or threatened with violence, or is aware of another individual who has been subjected to or threatened with violence, is to report this information as soon as possible to the General Manager. All complaints will be treated with as much confidentiality as possible.

Section 9. Outside Employment

While employed by the District, employees are expected not to engage in outside work or activity that is incompatible with the best interest of the District or which interferes with the employee's work schedule, duties, or work performance. Employees who wish to engage in outside employment must obtain the approval of the General Manager.

Section 10. Punctuality and Attendance

Employees are expected to report to work as scheduled, on time in assigned District standard uniform and boots and prepared to start work. Employees shall be granted 10 minutes at the start of their shift to change into their uniforms (donning), and 10 minutes prior to the end of their shift to clean up and change out of their uniforms (doffing).

Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report to work on any particular day, the employee must call their direct supervisor, on their District issued cell phone, at least 15 minutes before the start of their shift, but no earlier than 45 minutes. If the employee's direct supervisor or Department Head does not answer, the employee must call the General Manager. An employee must talk to an individual, messages are not acceptable.

If an employee fails to report for work without any notification and is absent for three (3) consecutive days, the District will consider that the employee has voluntarily terminated their employment with the District.

Section 11. District Vehicles

Employees are not permitted to have unauthorized passengers in District vehicles. Permitting unauthorized passengers may lead to disciplinary action.

Section 12. Personal Vehicles

If an employee used their personal vehicle on District business and does not receive a car allowance, the employee will be reimbursed at the standard IRS rate.

Section 13. Health and Safety

The District will comply with all applicable federal and State of California health and safety regulations as they apply to District work.

Section 14. Smoking Policy

Smoking is not allowed inside any of the District buildings within the perimeter fence of the District's Plant, Lab, or Pump Stations, vehicles, or any outdoor area where flammable materials are located, subject to the laws of the State of California and Marin County.

Employees who smoke are urged to be particularly considerate of fellow employees who are sensitive to or object to cigarette smoke. Smoking should be confined to areas where others are not exposed to the smoke.

Section 15. Leaves

15.1 Holidays

The District observes the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (or the weekday before the Christmas Day Holiday)
Christmas Day

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a Holiday falls on an Alternative Work Schedule (AWS) Regular Day Off (RDO), it will be observed on the preceding workday, unless the Holiday lands on an RDO Monday in which case it will be observed on the following Tuesday. Holiday pay shall be based on the number of hours in the employee's regular scheduled work shift. A regular work shift is considered to be nine (9) or eight (8) hours per day for full-time employees, depending on if the employee has chosen to work an alternative or traditional schedule.

An active employee will accrue one (1) additional floating holiday the first full pay period after adoption. Thereafter, an active employee shall accrue ~~one (1)~~two (2) floating holidays as of January 1st of each calendar year.

New employees hired will be credited with ~~one (1)~~two (2) floating holiday the first full pay period following active employment.

An employee's accrued floating holiday(s) shall not be counted against the employee's total accrual of vacation days for the calendar year.

Floating holidays have no cash value, can only be taken in the calendar year accrued, and cannot be carried over year-to-year.

15.2 Vacation

Regular full-time employees receive paid vacation based on years of active service with the District. Active service begins with an employee's first day of work and continues

thereafter unless broken by certain unpaid leaves of absence, except as required by law. Overtime hours are not included in vacation accrual. Temporary and part-time employees do not accrue paid vacation time. If an employee is on an alternative work schedule and takes a vacation day, the employee will need to record the appropriate number of hours with respect to their schedule. For example, employees on the 9/80 schedule will require 9 hours of vacation to be recorded. Traditional schedules will require 8 hours of vacation to be recorded.

Each employee can accrue vacation time up to a maximum of 272 hours. Employees will not earn any additional vacation time until some of the accrued time is used. If employment is terminated, an employee will be paid for unused vacation time.

Vacation schedules must be coordinated to ensure there is adequate coverage of job responsibilities. The General Manager will make final determinations and approve an employee's vacation schedule.

Regular full-time employees shall accrue vacation in accordance with the following table:

VACATION ACCRUAL		
YEAR		DAYS PER YEAR
Start of year	to end of year	
1	3	14
4	10	19
11	15	22
16+		24

*A one-time 5-day vacation bonus is given after 20 years of service.

Vacation accrual is calculated bi-weekly and the above table Days Per Year is based on the traditional 8-hour day; for example, 14 days is equivalent to 112 hours of accrued vacation.

15.3 Vacation Cash Out

The maximum amount of vacation time an employee may accrue is 272 hours. All vacation hours ~~purchased~~ cashed out shall be compensated at the employee's current base hourly wage rate of pay and will be removed from the employee's accumulated vacation balance. In no event shall employee cash-outs result in a vacation balance of less than 40 hours. To be eligible for a vacation cash-out, employees must make an irrevocable election by December 15 of the preceding year, specifying the number of hours to be cashed out in the following year. The maximum vacation cash-out cannot exceed the number of hours an employee will accrue in the following year. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the Administrative Financial Specialist~~General Manager~~, who will verify and approve the request. Vacation ~~pay~~ cash out requests will be processed based on the employee's election twice a year~~, with submittal deadlines of June 1 and December 1~~ in the second pay period in July and December. ~~All vacation pay requests made by the submittal deadline will be processed on the following payroll date after June 1 and/or December 1.~~ Once the December 15 election is made, it cannot be changed, and the selected hours will be cashed out as specified in July and/or

December, unless the employee's vacation balance is insufficient. This cash-out will be subject to the applicable Federal and State Payroll Tax Law.

15.4 Sick Leave

The District grants sick leave to regular full-time employees at the accrual rate of one (1) eight (8) hour day per month of service for exempt employees and eight (8) hours per month for non-exempt employees. There is no cap on the accrual of sick leave. Upon retirement or resignation from the District, a regular full-time employee, who has worked at least three years, will receive one-half of their accrued sick leave as a lump sum payment. The payment will be based on the average of the top three years of the employee's salary.

The District shall provide for employees to use part of their sick leave to care for eligible family members in accordance with the Kin Care provisions in California Labor Code section 233.

The District shall provide paid bereavement leave in the event of a death of an immediate family member, for up to 3 days per incident. For the purposes of this section "Immediate Family" is defined as spouse, domestic partner, parent, step parent, brother/sister, step brother/sister, child and stepchild, or the same relatives of a spouse or domestic partner. The General Manager may approve additional family members as qualifying for the bereavement leave benefit.

Employees absent because of illness for more than three working days or suspected of misusing the sick leave privilege, may be required to provide a physician's certificate. Those found to be abusing sick leave may be subject to discipline.

15.5 Medical Disability Leave

The District shall provide medical disability leave in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.6 Pregnancy Leave

The District shall provide pregnancy leave in accordance with State and Federal laws, rules and regulations.

15.7 Personal Leave of Absence

At the discretion of the General Manager, personal leaves of absence may be granted. Each request will be given consideration based on individual circumstances and the impact on the operation of the District.

While on personal leave the employee will not earn vacation or sick leave, and the employee's salary step increase review date will be adjusted accordingly. However, the employee will be eligible for insurance coverage and District premium payments will be made in accordance with terms of the insurance plans, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.8 Military Leave

Employees will be entitled to military leave as required by law.

15.9 Jury Duty or Court Witness Leave

Every employee of District who is summoned or required to serve as a trial juror is entitled to be absent from District during the period of service up to a maximum of 30 work days. Such employee, except a temporary employee, will be paid the employee's regular salary and except for travel, meals, and lodging payments. Any money received for jury or court witness services is to be deposited with the District. If an employee is required to perform jury duty in excess of thirty work days, the employee will be able to use all accrued earned leave balances, except sick leave, for service time after thirty work days. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee subpoenaed to appear in court in a matter unrelated to their District job duties or because of civil or administrative proceedings that the employee initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Employees shall furnish a copy of the official summons or witness subpoena to the District when requesting leave along with proof of attendance after service. The employee shall keep their supervisor updated as to their status while on said leave.

15.10 Voting

The District will comply with the requirements of Section 14000 of the Elections Code.

15.11 Compensatory Time Off

Non-exempt employees may elect to take compensatory time off in lieu of overtime wages. Compensatory time is calculated at the same rates as paid overtime. That is, one-and-one-half hours for each hour worked in excess of forty (40) per workweek or in excess of eight (8) hours, nine (9) hours for employees on AWS, and not more than twelve (12) for the workday, and two (2) hours for each hour worked in excess of twelve (12) in one (1) workday. Employees may accumulate a maximum of 140 hours of Compensatory Time Off (CTO).

Employees who wish to receive cash for their accumulated CTO balances, shall not be able to receive cash for the accumulated CTO balances during a pay period in which they received standby compensation. Exceptions to this provision may be granted by the General Manager.

15.12 Administrative Leave

Exempt employees shall have forty (40) hours of administrative leave granted each fiscal year to be used during the fiscal year it is granted ("use-it-or-lose-it"). Administrative Leave shall be pro-rated for those employees appointed to an exempt position during the fiscal year.

Exempt employees shall not be eligible for overtime compensation or compensatory time off (CTO). Employees must reduce their CTO balance to zero (0) prior to appointment to

an exempt position. The General Manager may extend the time for reducing the CTO balance to zero (0) on a case-by-case basis.

15.13 Recovery Rest Period Leave

Employees who respond to after-hour calls which total more than three (3) hours during the hours of 10:00 PM and 6:00 AM are entitled to up to four (4) hours of paid Recovery Rest Period leave. Employees shall not receive Recovery Rest Period leave if after-hour work is completed more than eight hours prior to the start of the employees' next regularly scheduled shift.

Leave is to be taken at the beginning or end of the regular shift to provide the employee with the maximum opportunity for adequate rest.

1. Employees responding to and completing after-hour work before 2:00 AM shall take their 4-hour leave at the beginning of their regular shift.

2. Employees who complete after-hour work between 2:00 AM and ~~4:00~~6:00 AM are to use their best judgement on whether to take the Rest Period leave at the beginning or end of their regular shift.

3. Employees initially responding to after-hour work after ~~4:00~~3:00 AM ~~shall report to work at the beginning of their regular shift and take their 4-hour leave at the end of their regular shift~~are not eligible for Recovery Rest Period Leave.

The leave start or end time can be adjusted with manager approval. The leave is in addition to overtime and standby duty compensation as defined in the Memorandum of Understanding agreement Sections 3.5 Overtime and 3.6 Pay Differential.

Employees who would otherwise be released from work under this provision may be held over or called back to work to respond to an immediate, or emergency, situation. If this occurs, hours worked during the otherwise entitled "recovery rest period" will be paid at one-and-one-half-times (1.5x) their base hourly wage rate. Supervisory approval must be obtained to work through a rest period.

Employees taking advantage of this leave are to notify their immediate supervisor or manager when they take the leave and when they plan to report to work. Total response time must be verifiable and is subject to manager review. Qualification for a paid Recovery Rest Period under this provision is based on actual hours worked and not minimum call back hours recorded as overtime. The paid leave will not count towards calculation of overtime. Recovery Rest Period leave will be reported on timecards with a note explaining the reason for the leave.

Section 16. Training

The District encourages employees to participate in job-related training and education programs that improve job skills and benefit the District. The District provides on-the-job

training opportunities and supports attendance of outside training activities such as technical and professional seminars, conferences, and meetings.

Employees will be reimbursed for customary and reasonable outside training expenses which generally include registration fees, materials, meals (as outlined in the District's Travel Policy), transportation, mileage (the District will only compensate for miles traveled in excess of the employee's daily commute) and parking.

Reimbursement of expenses must be discussed with the General Manager in advance, or an employee will not be eligible for reimbursement.

Employees who accrue overtime as a result of attending training sessions required by the District will receive overtime pay. Overtime will not be paid for meetings, conferences and training activities where attendance is considered optional.

Section 17. Insurance Benefits

17.1 Health

The District will provide health plan options through CalPERS Health for all full-time employees and their dependents. The District will contribute the cost up to the amount of the Kaiser Family plan rate within CalPERS on behalf of the employee and the employee's dependents. Should the employee choose a plan where the cost is above the Kaiser Family plan rate, the employee will be responsible to pay the difference of the monthly premium amount through bi-weekly payroll deductions.

17.2 Flexible Benefits Plan

Employees may participate in the flexible benefits plan offered by the District subject to IRS regulations.

17.3 Cash-In-Lieu

If an employee has outside health insurance coverage, the employee may opt out of the District provided health insurance and receive an in-lieu payment of $250 per month to offset the cost of the outside health insurance. The employee must provide proof of health insurance coverage.

Effective with Plan Year 2027, the in--lieu payment will increase to $400 per month.

17.4 Dental Plans

The District provides a dental plan for full-time employees and their dependents. The District pays a certain portion of the premiums each month and the employees pay the balance based on the employee's enrollment level. The dental plan shall have a $3,000 per patient annual cap effective January 1, 2022, and a $4,000 per patient annual cap effective January 1, 2024.

17.5 Vision Plan

The District provides a vision plan for full-time employees and their dependents. The District will contribute one half of the vision premium on behalf of the employee and the employee's dependents. The employee will be responsible for paying the remaining one-half cost of the vision plan at their level or enrollment through bi-weekly payroll deductions.

17.6 COBRA

The District will provide the benefits to employees and former employees in accordance with the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

17.7 Life

The District shall provide~~s term~~ life insurance for ~~the~~eligible employee~~s~~ in the amount of $50,000. Thi~~s~~e life insurance terminates one (1) month after the employee leaves the employment of the District.

~~As soon as administratively possible after adoption, the District will provide term life insurance for an eligible employee in the amount of one times (1x) the employee's annual base wage salary up to one hundred thousand dollars ($100,000). This life insurance benefit terminates one (1) month after the employee separates from employment with the District.~~

17.8 Workers' Compensation

Employees are protected under a workers' compensation insurance program which covers them in case of occupational injury. It is essential that an employee reports all work-related accidents, injuries and illnesses immediately. If an employee receives a job-related injury or illness and is on leave because of it, unused sick leave and vacation time will be used to pay the difference between the employee's full base salary and the workers' compensation payments received as part of the claims process. Benefit entitlements are governed by law.

17.9 State Disability Insurance

Each employee contributes to California's State Disability Insurance (SDI) through payroll deductions.

17.10 Paid Family Leave

Paid Family Leave shall be provided in accordance with the State of California guidelines.

17.11 Long-Term Disability Insurance

The District provides long-term disability coverage for active full-time employees working at least 30 hours a week. Employees become eligible for this coverage after 6 months of employment with the District. The benefit (66-2/3% of one's monthly salary with a monthly maximum of $10,000) is integrated with other disability insurance benefits and is paid after 180 days of total disability. The duration of the benefit depends on one's age at the time of the disability.

17.12 Wellness Program

Employees are eligible to participate in a voluntary wellness program, consisting of reimbursement of up to five-hundred dollars ($500) per fiscal year for an employee's wellness-related expenditures. Reimbursement may be made for a range of programs intended to improve and promote employee health and fitness, including gym memberships, smoking cessation, diabetes management, weight loss programs, and preventative health screenings.

Employees must submit all requests for reimbursement no later than July 31 of each year for expenses incurred during the preceding fiscal year (July 1 through June 30); and may also be required to submit supporting information demonstrating that the content of the program promotes health and/or reduces risks of chronic disease or injury. The General Manager's approval or denial of any reimbursement request will be made in writing and is final. This sub-section is not grievable.

Section 18. Retirement Benefits

18.1 Retirement

PERS Retirement

"Classic Members"

For those employees who are not New Members, as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), the District's contract with the California Public Employee's Retirement System (CalPERS) provides for a retirement benefit of 2.7% at age 55 and includes the benefit commonly known as Single Highest Year.

The "Classic" member's contribution for PERS shall be 8.0%.

"New Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA)

New Members are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation.

New Members to CalPERS shall contribute a total of eight percent (8%) towards the cost of providing the PEPRA retirement benefit to the employee. If the statutorily required PEPRA member employee normal contribution rate is less than eight percent (8%) then the employee shall contribute the percentage difference towards the employer normal contribution rate. It is the intent of the parties that if the employee contribution rate for New Members at any time exceeds 8%, that the New Members contribution towards the employer's normal contribution rate shall be zero percent (0%).

Social Security

The District participates in the Social Security System.

Deferred Compensation Plan

Employees can also participate in a Internal Revenue Service Section 457 Deferred Compensation Plan. Effective the first full pay period following adoption, on a prospective basis, the District will match the 457 contribution amount of eligible employees who have an established 457 Deferred Compensation account on a dollar-for-dollar basis up to ~~one thousand two hundred dollars ($1,200)~~one thousand four hundred dollars ($1,400) per calendar year.

18.2 Retiree Medical

18.2.1 Medical Coverage for Retirees Hired before January 1, 2002

(or when Government Code Section 22893 is implemented)

Effective January 1, 2003, the District will provide a maximum retiree health benefit to employees who were employed prior to January 1, 2002, or when Government Code Section 22893 is implemented the amount equal to the one-party state retired member contribution rate.

18.2.2 Medical Coverage for Retirees Hired After January 1, 2003

Effective January 1, 2003, the District will provide retiree medical benefits based on the following table to employees hired after January 1, 2003, and who retire from the District. An employee's years of service shall be determined in the same manner as years of service are determined in Government Code Section 22893.

Credited years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

The District will provide medical premium payments for employees who retire from the District at the same level as those provided in Government Code Section 22893.

18.2.3 Medical Coverage for Retirees Hired after July 1, 2014

Effective July 1, 2014, the District will provide medical coverage in accordance with the following:

Years of Service With the District	Percentage of District's Contribution based on One Party State Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

18.2.4 Examples

See Appendix ~~D~~ B for examples of retiree medical coverage for the various tiers at the end of this document.

Section 19. Uniforms and Safety Equipment

The District provides uniforms, coveralls and laundry service to employees in the following eligible classifications who are required to wear this apparel:

- Collection System Operators
- Electrical Instrumentation Technicians
- Environmental Services Supervisor
- Laboratory Analysts
- Maintenance Supervisor
- Plant Operators
- Plant Operations Supervisor
- Skilled Maintenance Workers

The District shall provide an annual $300 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes. Effective January 1, 2024, the District shall provide an annual $325 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes.

For eligible employees, the District shall contribute up to the following amount every other year for prescription safety glasses: $305.

The District shall provide the appropriate respiratory equipment, and other personal protective equipment to protect employees from injury. Employees are required to use the safety equipment as is appropriate for the job being performed. Please refer to the District's Safety Manual.

To the extent required by CalPERS, the District will report the value of uniform maintenance to CalPERS as special compensation for CalPERS classic members.

Section 20. Catastrophic Leave Program

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as but, not limited to, cancer or heart attack which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, administrative leave and compensatory time before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other employees to a specific qualified employee. Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave. The donating employee may not donate more than one-half of their accrued sick leave and must be left with a balance of at least eighty (80) hours of accrued sick leave after the donation.

An employee requesting catastrophic leave must receive the approval of the General Manager. Such leave may initially be approved for up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved. The District shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with any long-or short-term disability or Workers' Compensation Leave. While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

Section 21. Employer-Employee Relations

21.1 Recognition

Operating Engineers Local 3 has been acknowledged by the District as the majority employee organization that represents employees of the District.

21.2 Appropriate Unit

Operating Engineers Local 3 referred to in this document as the "Union," is recognized as the majority employee organization for the Bargaining Unit comprised of those classifications listed in Appendix A, certified pursuant to Resolution No. 2009 –1880 adopted by the Board of Directors on June 25, 2009.

21.3 Reasonable Time Off to Meet and Confer

Union members may elect two Union Stewards. The Union shall notify the General Manager of the names of the elected Stewards. Union Stewards shall be permitted reasonable work time to attend scheduled meetings with District representatives on subjects within the scope of representation during regular work hours without loss of compensation. Employees have a right to Union representation on any issue consistent with MMBA if they so request.

21.4 Memorandum of Understanding

All agreed upon matters have been incorporated into this written memorandum of understanding. This constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

21.5 Dues Deduction

21.5.1 It is recognized that Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes whether or not they are members of the Union.

21.5.2 All employees in the bargaining unit represented by the Union may become members of the Union. Payroll deductions for either dues or authorized deductions shall then be deducted from all regular employees' paychecks. Union dues or fees equivalent to dues shall only be deducted after the Union has presented the General Manager with a certified list of members or employees' who have authorized such deductions.

21.5.3 If an employee or member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District.

21.5.4 The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues or fair share fees. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union deductions.

21.5.5 The deductions shall not apply during periods of separation by any such employee but shall re-apply to such employee commencing with the next full pay period following the return of the employee. The term separation includes transfer out of the unit, layoff, and unpaid leaves of absence with duration of more than five (5) working days.

21.5.6 Part-time employees shall pay a pro rata service fee or dues as provided above.

21.5.7 The Union shall provide advance written notice of the amount of any deduction modification to the General Manager.

21.5.8 The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this section, provided that the District promptly notify the Union of any such matter for which it is seeking indemnification. This includes not only the District's attorney fees and costs but the cost of management preparation time as well. The District shall notify the Union of such costs on a case-by-case basis. The Union shall have the exclusive right to direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

21.5.9 Deductions withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified. The District shall transmit a list containing the names, classifications and rates of pay of employees employed in the classifications represented by the Union in accordance with Government Code Section 3558. Employees who are no longer in a pay status with the District will be identified with the reason for such status, i.e., leave of absence, resignation, retirement, or termination.

21.5.10 The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

21.6 Access to Work Locations

Reasonable access, as determined by the District, to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. The officers or representatives shall not enter any work locations without proper notification to the designated representative of the District. Access shall be restricted so as not to unduly interfere with the normal operations of the District or with established safety or security requirements.

21.7 Union Membership Meetings

Union members shall have the right to have one (1), one (1) hour quarterly meeting during business hours. The meeting schedule shall be approved by the General Manager.

21.8 Use of Bulletin Boards

The Union may use a designated District bulletin board under the following conditions:

1. Posting of all materials must receive the approval of the Union stewards.

2. All materials must be dated and must identify the organization that published them.

3. The actual posting of materials shall be done by the employee organization's representative after they have been approved. Unless special arrangements are

made, materials posted will be removed thirty-one days after the publication date. Materials that are untruthful shall not be posted.

4. The District has determined where bulletin boards shall be placed and a reasonable portion of them is to be allocated to Union materials.

5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on District bulletin boards.

Section 22. Separability

If any provision of this MOU, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MOU, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 23. Duration

This MOU shall be effective July 1, ~~2023~~2026, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June ~~2026~~2031 and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first (1st) day of July ~~2026~~2031, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, ~~2023~~2026.

For Las Gallinas Valley Sanitary District	For Operating Engineers Local 3
_____	_____
_____	_____
	_____
Date: _____	Date: _____

Appendix A -Pay Schedule Effective July 1, ~~2023~~2026

Las Gallinas Valley Sanitary District

Salary Pay Schedule as of July 1, 2026

EXHIBIT A

Full Time Positions	Salary Range	Monthly Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	27	7,000	7,350	7,718	8,103	8,509	8,934
Assistant Engineer	61	10,651	11,184	11,743	12,330	12,947	13,594
Associate Engineer	77	12,978	13,627	14,308	15,023	15,775	16,563
Collection System Operator [1]	26	6,915	7,260	7,623	8,005	8,405	8,825
Collection System Operator I [1]	30	7,265	7,628	8,009	8,410	8,830	9,272
Collection System Operator II	34	7,633	8,014	8,415	8,836	9,277	9,741
Collection System Operator III	40	8,219	8,630	9,062	9,515	9,991	10,490
Collection System Operator Lead	46	8,851	9,294	9,759	10,247	10,759	11,297
CMMS Technician	43	8,529	8,955	9,403	9,873	10,367	10,885
District Inspector	57	10,138	10,645	11,177	11,736	12,323	12,939
Executive Assistant / Board Secretary	85	14,419	15,140	15,897	16,691	17,526	18,402
Electrical Instrumentation Technician	58	10,265	10,778	11,317	11,883	12,477	13,101
Environmental Services Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Grant Management and Procurement Specialist	55	9,891	10,385	10,905	11,450	12,022	12,624
Laboratory Analyst-in-Training [1]	40	8,219	8,630	9,062	9,515	9,991	10,490
Laboratory Analyst I [1]	44	8,636	9,067	9,521	9,997	10,497	11,021
Laboratory Analyst II	52	9,532	10,009	10,509	11,034	11,586	12,165
Laboratory Analyst III	64	11,054	11,607	12,187	12,797	13,436	14,108
Maintenance Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Plant Operator-in-Training [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Plant Operator I [1]	38	8,019	8,420	8,841	9,283	9,747	10,234
Plant Operator II	46	8,851	9,294	9,759	10,247	10,759	11,297
Plant Operator III	54	9,770	10,259	10,772	11,310	11,876	12,470
Plant Operator Lead	60	10,522	11,048	11,600	12,180	12,789	13,428
Plant Operations Supervisor	74	12,507	13,132	13,789	14,478	15,202	15,962
Senior Engineer	89	15,050	15,803	16,593	17,422	18,294	19,208
Skilled Maintenance Worker I [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Skilled Maintenance Worker II	46	8,851	9,294	9,759	10,247	10,759	11,297

How to Use this Pay Scale: Steps 1 through 6 are the regular base wage levels for all positions.
Pay Schedule Salary Increase effective the first full pay period following July 1, 2026.
Longevity Pay is available to eligible represented employees hired prior to 9/7/2023. Represented employees hired after 9/7/2023 are not eligible.
Longevity Pay is available to eligible management employees hired prior to 7/1/2016. Management employees hired after 7/1/2016 are not eligible.
Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.
Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.
Additional Longevity Pay equal to 2% is given beginning on the 16th year of employment for eligible management employes.
[1] Employees in entry level classifications are not eligible for longevity pay.

~~Appendix B – Pay Schedule Effective July 1, 2024~~

~~Appendix C – Pay Schedule Effective July 1, 2025~~

Appendix ~~D~~ B – Retiree Medical Insurance Coverage

The District provides medical insurance premium reimbursement coverage to employees who retire from the District at different levels, depending on the employee's date of hire and years of service with the District. Retirees must purchase their health insurance through CalPERS to receive District participation in the cost.

For All Tiers

Employees who retire from the District, have five years of CalPERS service credits, and participate in the CalPERS medical plan receive a benefit paid by the District equal to the minimum Public Employees' Medical and Hospital Care Act (PEMHCA) contribution. This monthly contribution, $162~~119~~ in 2026~~14~~, is included in the cap. However, an employee who is a member of Tier 3 or 4 and does not meet the minimum vesting requirement of District service for their tier, but has five year of CalPERS service credits, is eligible for the PEMHCA. Employees who do not meet the minimum CalPERS vesting requirement of five years of service will not receive any retiree medical benefit from the District.

The maximum amount eligible for reimbursement by the District is the lesser of the vested applicable premium cap or the actual premium. For example, for Tier 2 members if the premium cap is $1,084~~642~~ but the monthly premium is $356.83,~~295~~ the maximum benefit will be $356.83~~295~~. For Tier 3 and 4 members, if the premium cap is $1,084~~642~~, the vested amount is $650.40~~385.20~~ and the premium is $356.83~~295~~, the maximum benefit will be $~~295~~356.83. A cash benefit in excess of the actual cost of medical insurance purchased through CalPERS is not available to the retiree in any case. In addition, retirees are responsible for paying any Medicare premiums charged by the Social Security Administration.

It is the District's understanding that in order for a surviving spouse to be eligible for medical coverage through CalPERS, the retiree must elect a joint annuity payment option at the time of retirement. It is the employee's responsibility to consult with CalPERS regarding the requirements when completing any retirement paperwork.

Tiers 2 and 4

The District provides medical insurance premium reimbursement coverage only for the retired employee. However, upon the retired employee's death if the qualified surviving spouse continues coverage with CalPERS, the District will pay the PEMCHA minimum contribution ($162~~119~~ per month in 2026~~14~~) only. No additional retiree benefit coverage, paid for by the District, will transfer to the surviving spouse.

The levels and benefit coverage are as follows:

Tier 1 – Employees who retired prior to January 1, 2003, with five years of service, receive a benefit that is indexed by 6% each year and are eligible for spousal coverage up to the benefit cap. This tier is closed to new retirees.

Tier 2 – Employees who were employed prior to January 1, 2003, and retire with five years of District service~~,~~ receive a monthly benefit that is set by the California Department of Human Resources (CalHR)~~,~~ previously California Department of Personnel

Administration. The monthly benefit cap is $1,084~~642~~ as of January 1, 2026~~14~~. This benefit is only available to the retired District employee without any spousal coverage.

Example: In 2026~~14~~, the employee retires and elects coverage with CalPERS. The maximum benefit for the retiree is $1,084~~642~~. When a retiree is eligible for Medicare coverage, the monthly premium charged by CalPERS will likely decrease.

Employee Only Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$~~742.00~~1,168.86	**F**	$356.83~~295.00~~
Premium Cap 2026~~14~~	**B**	$~~642.00~~1,084.00	**B**	$1,084.00~~642.00~~
PEMCHA – billed to District by CalPERS	**C**	$162~~19~~.00	**C**	$162~~19~~.00
Amount deducted from retiree monthly warrant	**A – C = D**	$~~623.00~~1,006.86	**F – C = G**	$~~176.00~~194.83
District reimbursement to retiree	**B – C = E**	$~~523.00~~922.00	**G**	$~~176.00~~194.83
Retiree out of pocket for coverage from CalPERS	**D – E**	$~~100.00~~84.86		$0.00

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS (employee and spouse)	**A**	$~~1,485.00~~2,337.72	**F**	$~~590.00~~713.66
Monthly Premium for retired employee only		$~~742.00~~1,168.86	**G**	$356.83~~295.00~~
Premium Cap 2026~~14~~	**B**	$~~642.00~~1,084.00	**B**	$~~642.00~~1,084.00
PEMCHA – billed to District by CalPERS	**C**	$~~119.00~~162.00	**C**	$~~119.00~~162.00

Amount deducted from retiree monthly warrant	**A – C = D**	$~~1,366.00~~2,175.72	**F – C = H**	$~~471.00~~551.66
District reimbursement to retiree	**B – C = E**	$~~523.00~~922.00	**G – C = I**	$~~176.00~~194.83
Retiree out of pocket for coverage from CalPERS	**D – E**	$~~843.00~~1,253.72	**H - I**	$~~295.00~~356.83

Tier 3 – Employees hired after January 1, 2003 and before July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Human Resources (CalHR), previously California Department of Personnel Administration. Employees must work for the District for at least five years, retire from the District, and have a minimum of 10 years

~~**Tier 3,** *continued*~~

of CalPERS agency service to receive a

Tier 3, *continued*

~~-~~50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

The level of benefit is based on the employee's coverage immediately before retirement from the District i.e., one party, two party or family. As of January 1, 2026~~14~~ the maximum monthly contribution the District will make is:

One Party	$ ~~642~~1,084.00
Two Party	$~~1,218~~2,057.00
Family	$~~1,559~~2,638.00

Example: In 2014 an employee who worked for the District for at least 5 years and had total CalPERS agency service of 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Example A: Assume coverage is for the employee only and the ~~one party~~one-party cap is $1,084~~642~~.

Employee Only Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$~~742.00~~1,168.86	**G**	$~~295.00~~356.83

Premium Cap for One Party for 20261~~4~~	**B**	$~~642.00~~1,084.00	**B**	$~~642.00~~1,084.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$~~385.20~~650.40	**C**	$~~385.20~~650.40
PEMCHA – billed to District by CalPERS	**D**	$~~119.00~~162.00	**D**	$~~119.00~~162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$~~623.00~~1,006.86	**G – D =H**	$~~176.00~~194.83
District reimbursement to retiree	**C – D = F**	$~~266.20~~488.40	**H**	$~~176.00~~194.83
Retiree out of pocket for coverage from CalPERS	**A – C**	$~~356.80~~518.46		$0.00

Example B: Assume coverage is for the employee plus one dependent and the ~~two party~~two-party cap is $~~1,218~~2,057.

Tier 3, *continued*

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS (retiree plus one)	**A**	$~~1,485.00~~2,337.72	**G**	$~~590.00~~713.66
Premium Cap for Two Party for 20261~~4~~	**B**	$~~1,218.00~~2,057.00	**B**	$~~1,218.00~~2,057.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$~~730.80~~1,234.20	**C**	$1,234.20~~730.80~~
PEMCHA – billed to District by CalPERS	**D**	$~~119.00~~162.00	**D**	$~~119.00~~162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$~~1,366.00~~2,175.72	**G – D = H**	$~~471.00~~551.66
District reimbursement to retiree	**C – D = F**	$~~611.80~~1,072.20	**G – D = I**	$~~471.00~~551.66
Retiree out of pocket for coverage from CalPERS	**E – F**	$~~754.20~~1,103.52	**H - I**	$0.00

Tier 4 – Will provide those employees hired after July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Human Resources (CalHR), previously California Department of Personnel Administration. Employees must work for the District for at least ten years and retire from the District to receive a 50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

This benefit is only available to the employee without any spousal coverage, and the monthly benefit cap is $1,084642 as of January 1, 202614.

Example: In 202614 an employee who worked for the District for 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Employee Only Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$1,168.86742.00	**G**	$295.00356.83
Premium Cap for One Party for 202614	**B**	$642.001,084.00	**B**	$642.001,084.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$385.20650.40	**C**	$385.20650.40
PEMCHA – billed to District by CalPERS	**D**	$119.00162.00	**D**	$119.00162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$623.001,006.86	**G – D =H**	$176.00194.83
District reimbursement to retiree	**C – D = F**	$266.20488.40	**H**	$176.00194.83
Retiree out of pocket for coverage from CalPERS	**A – C**	$356.80518.46		$0.00

Tier 4, *continued*

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS (employee and spouse)	**A**	$1,485.002,337.72	**H**	$590.00713.66
Monthly Premium for retiree only	**B**	$742.001,168.86	**I**	$295.00356.83

Premium Cap for One Party for 20261~~4~~	**C**	$~~642.00~~1,084.00	**C**	$~~642.00~~1,084.00
Maximum benefit based on 60% vesting	**C * 60% = D**	$~~385.20~~650.40	**D**	$~~385.20~~650.40
PEMCHA – billed to District by CalPERS	**E**	$~~119.00~~162.00	**E**	$~~119.00~~162.00
Amount deducted from retiree monthly warrant	**A – E = F**	$~~1,366.00~~2,175.72	**H – E = I**	$~~471.00~~551.66
District reimbursement to retiree	**D – E = G**	$~~266.20~~488.40	**D – E = J**	$488.40~~176.00~~
Retiree out of pocket for coverage from CalPERS	**A – ~~D~~E – ~~E~~G**	$~~1,099.804~~88.401,687.32	**H – E~~D~~ – J**	$~~295.00~~63.26

Appendix ~~E~~ C – Emergency Response Stipend Side Letter

Attachment 2 (9-15-22)

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the Las Gallinas Valley Sanitary District (hereinafter referred to as the "District") and the Operating Engineers Local No. 3 (hereinafter referred to as the "Union").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain District employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Side Letter

A. For Purposes of the MOU, this Side Letter shall be added as Appendix E upon adoption of the Board of Directors. The existing 2021-2023 MOU will, in all other respects, remain in effect without change through the term specified therein.

B. The Parties hereby agree as follows:

Effective on the first day of the first full month following Board adoption of the 2021-2023 MOU, in addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to call-outs, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees for purposes of this Side Letter agreement are:

- Chris Gill
- Stephen Inskeep

For as long as named employees are in an eligible classification, said employees shall receive a $500 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

IV. General Provisions

A. This Side Letter will take effect immediately upon approval, ratification and adoption by the District Board of Directors.

B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on this 10th day of SEPTEMBER, 2021.

For Las Gallinas Valley Sanitary District

Date: 9/10/2021

For Operating Engineers Local 3

Date: August 25, 2021

Memorandum of Understanding

Between

Las Gallinas Valley Sanitary District

and

Operating Engineers Local 3

July 1, 2026 to June 30, 2031

Las Gallinas VALLEY SANITARY DISTRICT

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MEMORANDUM OF UNDERSTANDING

BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL 3

July 1, 2026 – June 30, 2031

Preamble

This Memorandum of Understanding (MOU) is entered into by and between Operating Engineers Local 3 (Union) and the Las Gallinas Valley Sanitary District (District). The MOU is entered into pursuant to the Meyer-Milias-Brown Act (Government Code Section 3500-3510).

Section 1. Employer-Employee Rights

Employees of the District shall have the right to form, join and participate in activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the District also have the right to refuse to join or participate in the activities of the employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee nor their representative shall be interfered with intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of their exercise of these rights.

1.1 Labor Management Committee

The District shall establish a Labor Management Committee. The Committee shall be comprised of two (2) representatives who are members of the Union and two (2) District representatives selected by management.

In addition to the committee members listed above a representative from the Union professional staff and the District's labor representative may attend the committee meetings. The Committee may mutually agree to invite District employees or experts to attend the committee meeting.

The Labor Management Committee shall be scheduled to meet three (3) times a year. If there are no agenda items submitted by either party prior to the scheduled meeting date the Labor Management Committee meeting shall be postponed until the next regularly scheduled meeting date. The Labor Management Committee meetings can be scheduled more often than three (3) time a year if necessary.

Section 2. Employment Classification

2.1 Employment

Nothing set forth in this section should be read to guarantee continued or permanent employment to any employee.

2.2 New Hires

The first year of continuous employment by the District is considered a probationary period. During this time, the employee will learn their responsibilities, get acquainted with fellow employees and determine whether they are satisfied with their job. At the same time the employee's supervisor will monitor their performance and have the opportunity to determine whether the employee is adapting to their new work at the District.

At approximate intervals of 3 months, 6 months, 9 months and 11 ½ months of service the supervisor will review the employee's performance and discuss the District's and the employee's job goals. If the employee's performance is found to be satisfactory and the District decides to continue employment, the employee will be given written notice of an employment status change to regular employee. The supervisor may recommend that the General Manager approve an extension of the probationary period (not to exceed an additional six months) or recommend that employment be discontinued.

2.3 Regular Full-time Employees

Regular full-time employees are those who are normally scheduled to work forty (40) hours per week. Regular full-time employees are eligible for the benefits described in this MOU.

2.4 Regular Part-time Employees

Regular part-time employees are those who are normally scheduled to work less than forty (40) but not less than twenty (20) hours per week. Regular part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time employees are eligible for the insurance benefits described in this MOU but are not eligible for vacation, sick leave or any other leave benefit that is not mandated by law.

2.5 Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments are generally for periods of less than six months. However, such assignments may be extended. Temporary employees may be hired for special projects or to assist in emergencies such as civil or natural disasters.

Temporary employees are not eligible for employee benefits except where mandated by applicable law.

2.6 Casual Employees

Casual employees are employees who are hired to work less than twenty (20) hours per week. Casual employees may be assigned a work schedule in advance or may work on an as needed basis. Casual employees are not eligible for benefits or employer contribution to insurance programs.

The use of Casual Employees is not intended to replace full-time employees.

Section 3. Schedules, Wages and Special Pay

3.1 Job Duties

The District maintains job descriptions that describe the responsibilities and duties of each position.

3.2 Residence Requirements

Employees are not required to reside within the boundaries of the District. However, because of the need to respond to emergency calls during non-working hours, all Emergency Response designated employees must reside within a 45-minute automobile drive of the District office during non-commute hours.

3.3 Work Schedules and Wages

3.3.1 Work Schedules

The work schedule will be 6:00 am to 3:30 pm Monday through Thursday and 6:00 am to 2:30 pm on alternating Fridays for collections, maintenance, operations, and laboratory classification work groups. The General Manager has the discretion to determine the start and end time of all other classifications. Plant operator schedules include rotational standby duty which may include responding to the plant on Saturdays, Sundays, and holidays.

Alternative 9/80 and 4/10 work schedules are the primary work schedules of the District. Adjustments and flexibility in the work schedule, such as working other alternative schedules or working a traditional 8-hour schedule, can be arranged at mutual agreement between the employee and District management.

The District work schedules are structured in one of the following ways:

1. Alternative 9/80 work schedule: A nine (9) hour workday, four (4) days per week, and an alternating eight (8) hour workday, occurring once every other week. A 9/80 schedule will result in 80 hours worked over a two-calendar week period.

2. Alternative 4/10 work schedule: A ten (10) hour workday, four (4) days per week. A 4/10 schedule will result in 80 hours worked over a two-calendar week period.

3. Traditional 8-hour schedule: An eight (8) hour workday, five (5) days per week.

All Agency employees shall have an established standard workday and workweek schedule, with daily starting and ending times. Each employee is expected to observe their schedule, by being at work at their defined start time, and to stay at work until their defined ending time.

Work schedules may be modified or waived by the General Manager in the event of an emergency to ensure the safe operation and maintenance of the wastewater collection system, treatment plant, laboratory, and administrative functions.

3.3.2 Lunch and Breaks

Employees are entitled to a thirty (30) minute unpaid lunch break and two fifteen (15) minute paid rest breaks during the workday. An employee may use one fifteen (15) minute break to extend the lunch period to forty-five (45) minutes. An employee is entitled to an unpaid one-half (1/2) hour meal break for every five (5) hour work period. The lunch period should be scheduled at the middle of the work shift, whenever possible.

3.3.3 Workweek Defined

The District workweek is defined in one of the following ways:

1. For employees working the 9/80 schedule, the workweek shall begin four hours into the alternating eight-hour workday and conclude 168 hours later.

2. For employees working the 4/10 schedule, the workweek shall begin at 00:00 hours on Monday and conclude the following Sunday at 24:00 hours.

3. For employees working the traditional 8-hour schedule, the workweek shall begin at 00:00 hours on Monday and conclude the following Sunday at 24:00 hours.

Each employee choosing to work an alternative work schedule will have their defined workweek communicated in a written agreement with the employee and will be in compliance with FLSA requirements.

3.4 Payment of Wages

Employees are paid biweekly. Paychecks are issued by the District office on Friday for the two week payroll period which ends the preceding Sunday at 24:00 hours (midnight).

3.5 Overtime

Occasionally, non-exempt employees may be required to work overtime. All overtime work must be authorized in advance except when an employee is on standby or is responding to an emergency. The District includes all hours worked and paid time off as eligible hours when calculating overtime. The District compensates for all overtime hours worked by non-exempt employees in accordance with state and federal law. The District has an overtime rounding up/rounding down policy which shall be followed in determining when and how much overtime will be reported.

- All hours worked in excess of an employee's scheduled workday or forty (40) hours in one (1) workweek will be treated as overtime.

- A workday for overtime calculation begins at 06:00 hours and ends twenty-four (24) hours later.

- Compensation for hours in excess of forty (40) for the workweek, or in excess of employees scheduled workday and not more than twelve (12) for the workday, will be paid at a rate of one-and-one-half times (1.5x) the employee's base hourly wage rate.

- Compensation for hours in excess of twelve (12) in one (1) workday will be paid at double (2x) the base hourly wage rate.

- Employees required to work Sundays will be paid double the base hourly wage rate for work performed on Sunday.

- Employees who's regularly scheduled workday falls on a paid holiday and who work the holiday will receive holiday pay at one-and-one-half times (1.5x) the employee's base hourly wage rate. Overtime earned for working the holiday will be added to the employee's compensatory time off bank, subject to the accumulation cap in section 15.12.

- Employees who are required to work during their unpaid meal period and receive prior approval from their supervisor shall receive one-and-one-half times (1.5x) the employee's base hourly wage rate for their meal period.

3.6 Standby and Call-Back

Employees scheduled for standby are entitled to premium pay. Employees called back to perform regular or emergency after-hours work are entitled to premium pay.

Non-standby employees physically responding to the plant or pump station after-hours must obtain supervisor or manager approval.

3.6.1 Standby

Employees who are scheduled for standby duty will receive a pay premium of two hours of straight time for each evening outside of their normal work schedule (after-hours work) the employee is assigned stand-by duty during the work week, Monday through Friday. Employees who are scheduled for standby duty during 1) a weekend (Friday evening through Sunday evening or in the case of an employee on an alternative work schedule (AWS) the evenings of two-to-three consecutive regular days off, or 2) on an actual or observed holiday when the plant is closed, will receive a pay premium of three (3) hours of straight time for each 24-hour period the employee is assigned standby duty outside the normal work schedules (after-hours work); example 2:30 p.m. Friday to Saturday 2:30 p.m. Standby compensation shall be limited to pay or conversion to stand-alone Standby Time Off (STO) leave only and cannot be converted to compensatory time off.

As soon as administratively possible, but no longer than two (2) pay periods after adoption, the District shall establish a stand-alone standby time off (STO) leave code for employees who choose to convert standby pay to leave on an hour-to-hour basis. District approval is required to schedule STO leave used. STO shall have no cash-value. There is a forty (40) hour maximum accrual for each employee.

3.6.2 Weekend and Holiday Standby Coverage for Standby Plant Operators

Standby employees scheduled to work overtime on weekends and holidays are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to the Plant: Employee will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee arrives at the plant and will conclude upon the employee leaving the plant.

2. Remote Monitoring of the Plant: Employee will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate.

3.6.3 Emergency Response Call-Back

Any employee, including a standby employee, who is called back and is required to work are entitled to the following premium pay in addition to daily standby premium pay:

1. Physical Response to a Plant Alarm or Event: Any employee, including a standby employee, who physically responds to the plant or pump station for an alarm, plant emergency or line stoppage, will receive a minimum of two (2) hours of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Under these circumstances the premium pay will commence when the employee leaves their home and will conclude upon the employees return to their home.

2. Remote Response to a Plant Alarm or Event: Any employee, including a standby employee, who remotely responds to an alarm or plant notification, will receive a minimum of one (1) hour of premium pay at one-and-one-half times (1.5x) their base hourly wage rate. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

The responding employee may receive one (1) hour of remote access premium pay up to two (2) hours total for the Stand-by period. Compensation for multiple incidents within the one (1) hour window will be compensated for only one (1) hour of premium pay.

For a remote access response to qualify it must meet all of the following criteria:

- An alarm must be triggered;
- The assigned person must respond and act; and
- The action taken requires a log book entry.

The log book entry will be made upon returning to the treatment plant to report for scheduled duty or by having another Operator enter the action in the log book, if the responding party will not be returning to the treatment plant before the start of the next day's shift.

The decision to physically respond to the plant or pump stations must be in good judgment.

3.6.4 Emergency Response Stipend

In addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to callouts, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly

pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees are defined as emergency response personnel as determined by the General Manager or their designee, including but, not limited to, employees in the following classifications:

- Plant Operator, Grade I
- Plant Operator, Grade II
- Plant Operator, Grade III
- Plant Operator, Lead
- Plant Operations Supervisor
- Collection Systems Operator
- Collection Systems Operator, Grade I
- Collection Systems Operator, Grade II
- Collections System Operator, Grade III
- Collections System Operator, Lead

Eligible employees shall receive a $300 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

3.7 Wage Plan

The pay range for each position consists of six steps. Advancement from one step to the next is based on performance, recommendation of an employee's immediate supervisor, and the approval of the General Manager.

3.7.1 First Step

The minimum pay rate and normally the rate at which a new employee is hired.

3.7.2 Second Step

An employee is eligible for an increase to the second step after one year of continuous satisfactory performance.

3.7.3 Third Step

An employee is eligible for a third step increase after one year of satisfactory performance at the second wage step.

3.7.4 Fourth Step

An employee is eligible for a fourth step increase after one year of satisfactory performance at the third wage step.

3.7.5 Fifth Step

An employee is eligible for a fifth step increase after one year of satisfactory performance at the fourth wage step.

3.7.6 Sixth Step

An employee is eligible for a sixth step increase after one year of satisfactory performance at the fifth wage step.

3.7.7 Certification

Employees who have acquired the minimum certification requirements for a position will be promoted as soon as possible, upon presentation of notification from the certifying agency/organization that the employee has met the minimum requirements or after receipt by the District of the certificate, whichever is sooner, to a higher wage range. For example, an operator with Grade I certification is eligible to be promoted to Operator Grade II position after being notified in writing and presenting said notification to the District or after receiving a Grade II certificate from the certifying agency/organization to the District.

Certification programs recognized by the District are the voluntary California Water Environment Association (CWEA) certification programs for Collection System Maintenance, Mechanical Technology, and Laboratory Technology and the California State Water Resources Control Board Wastewater Operator Certification Program. Employees who pass the certification exam will be reimbursed for the certification examination fees. As a condition of employment all certificates must be kept current. Effective July 1, 2001, the District will reimburse an Employee for the cost associated with the renewal of one (1) of the certificates listed above. The General Manager, at their sole discretion, may approve reimbursement for additional certificate renewals.

3.7.8 Multi-Certification

An employee who has one type of certification(s) and obtains additional certification(s) in "related fields" may be eligible for an immediate certification stipend. "Related fields" is a matter of General Manager determination. Any employee wishing to pursue these step increase(s) needs to confer with the General Manager prior to enrolling in educational courses or pursuing other courses of action to obtain additional certification. The District expects the additional certification will promote cross training and be in areas meaningful and useful to both the employee and the District. Additional certification must be of operational and/or financial benefit to the District. If it is deemed at a later date to no longer benefit the District it may be revoked.

The District will grant a monthly stipend of four hundred fifty dollars ($450) for DUAL certification. Dual certification should be understood to be certification of one type and one additional certification in a related (but not the same) field. These certifications maybe issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency approved by the General Manager.

The District will grant a further monthly stipend of four hundred fifty dollars ($450) for TRIPLE certification. Triple certification should be understood to be three certifications in related (but not the same) fields. These certifications may be issued by CWEA, State of California, Special Districts Association, Community College/State College System, Water Quality Control Board or any other agency or training approved by the General Manager."

During June of even years, the District will post the required qualifications for multi-certification compensation for operators, environmental services and line classifications. Once the required qualifications are posted, by the District, the required qualifications may only be changed by mutual agreement between the District and the Union.

3.7.9 Additional Certifications

When an employee obtains a certificate higher than what is required in their job classification series, the employee shall receive a one-time lump sum payment of:

$400 for a Grade III
$450 for a Grade IV (excluding supervisory positions)
$550 for a Grade V

The District shall reimburse an eligible employee one time for the applicable cost of an approved preparatory course to assist the employee in obtaining the Grade III additional certification, the Grade IV additional certification, and/or for the Grade V additional certification.

3.7.10 Longevity Pay

Eligible employees, hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible on the beginning of their 7th year of employment with the District for longevity pay. The longevity pay shall be 5.0% calculated on the employee's base wage rate as shown on the Pay Schedule.

An employee who was hired as a permanent full time employee with the District prior to September 7, 2023, will be eligible upon completion of their 10th year of employment with the District for additional longevity pay. The longevity pay shall be an additional 3.0% calculated on the employee's cumulative wage rate as shown on the Pay Schedule.

Employees hired after May 7, 1997, in the following classifications, are not eligible for a longevity pay:

Laboratory Analyst, Grade I
Collection System Operator
Collection System Operator, Grade I
Skilled Maintenance Worker, Grade I
Plant Operator in Training
Plant Operator Grade I

All employees in entry level classifications as noted on the Pay Schedule are not eligible for longevity pay.

Employees hired on or after September 7, 2023, are not eligible for longevity pay under this subsection.

3.7.11 Salary After Promotion or Demotion

When an employee is moved from one class to a class with a higher maximum salary (promotion), the employee shall be appointed at the minimum step of the salary range in the new class or receive a minimum of five percent (5%) increase above the salary rate the employee was receiving, whichever is higher; provided, however, that the salary rate received does not exceed the maximum rate for such higher class.

When an employee is moved from one class to a class with a lower maximum salary (demotion), the employee shall be placed at the rate of the salary range prescribed for such lower class that most nearly approximates the salary the employee was receiving; provided, however, that such salary does not exceed the maximum rate for such lower class.

3.7.12 Promotional Probation Period

The probationary period for employees who are promoted shall be for six months.

If an employee is rejected during their promotional probationary period, the employee shall be returned to their former position.

The promotional probation period shall not apply to movements within a flexibility staff classification (Example movement from an Operator Grade I to an Operator Grade II)

For employees who are promoted, their merit increase date shall be changed to the date of their promotion and annually thereafter.

3.8 Salary Increases

3.8.1 Effective the first full pay period following July 1, 2026, the salary ranges for all represented classifications shall increase by three and three quarter percent (3.75%) as reflected and listed in Appendix A.

3.8.2 Effective the first full pay period following July 1, 2027, the salary ranges for all represented classifications in effect as of June 30, 2027, shall increase by the April 2027 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.8.3 Effective the first full pay period following July 1, 2028, the salary ranges for all represented classifications in effect as of June 30, 2028, shall increase by the April 2028 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.8.4 Effective the first full pay period following July 1, 2029, the salary ranges for all represented classifications in effect as of June 30, 2029, shall increase by the April 2029 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase

provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.8.5 Effective the first full pay period following July 1, 2030, the salary ranges for all represented classifications in effect as of June 30, 2030, shall increase by the April 2030 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) figure. The minimum increase provided shall not be less than three and one-half percent (3.5%) and the maximum increase provided shall not be more than four and one-half percent (4.5%).

3.9 Temporary Out of Classification Assignment

If any position within the District classification ranges is vacant, excluding vacation leaves, for a period of more than two-weeks due to reasons, including but, not limited to, employee sickness or resignation, the General Manager may assign a District employee to assume the responsibilities of the position on a temporary basis. A District employee given a temporary assignment within a higher District classification will be granted a salary increase effective on the date of assignment by the General Manager. The employee's new salary will be an amount equivalent to the employee's current salary range step in the higher classification subject to a maximum of a two-step or 10% increase. This salary increase remains in effect until the temporary assignment is completed as determined by the General Manager.

3.10 Performance

An employee's performance is reviewed after completion of the one year probationary period and every year thereafter. The employee will be required to sign the performance review report to acknowledge that it has been presented to the employee. Based on these reviews, the General Manager will grant or not grant a wage step increase. Base wage step increases granted shall be retroactive to the employee's applicable anniversary date for the evaluation period covered.

3.11 Supervisor Cell Phone Reimbursement

Supervisors who choose to use their personal cell phone for District related business in place of a District provided cell phone are eligible for reimbursement of $25 per month.

Eligible Supervisor positions are as follows:

Assistant/Associate Engineer
Environmental Services Supervisor
Plant Operations Supervisor
Maintenance Supervisor

Supervisors participating in the Supervisor Cell Phone Reimbursement will be required to abide by the Supervisor Cell Phone Reimbursement Policy.

The District may terminate the program at the discretion of the General Manager.

Section 4. Reduction in Workforce

The Board may lay off an employee of the District upon one month's written notice because of material change in duties or organization or shortage of work or funds.

An employee who is laid off from the District, whose performance evaluation demonstrate that they had at least satisfactory service during their tenure with the District shall be placed on a reemployment list for 18 months after their separation from service due to lay off. Employees on the reemployment list shall be offered employment with the District in inverse order of their placement on the reemployment list.

Section 5. Discipline

The General Manager may suspend, demote, reduce in pay or discharge any regular employee for just cause. An employee is entitled to Union representation in accordance with the Weingarten Rights.

Section 6. Grievance Procedure

6.1 Definition

A grievance is any dispute which involves the suspension, discharge, disciplinary pay reduction or demotion of an employee, the interpretation or application of a policy (policies may only be appealed to the General Manager's level) or the interpretation or application of any provision of this MOU. A grievance may be filed by an employee in their own behalf, or jointly by a group of employees or by the Union.

6.2 Procedure

A grievance shall be filed according to the following procedures:

6.2.1 Immediate Supervisor

Any employee who believes that they have a grievance may, within five (5) working days of the event-giving rise to the grievance, present the grievance informally either orally or in writing to the Immediate Supervisor. Grievances not presented within the time period shall be deemed to be waived and the event-giving rise to the grievance shall remain unaltered in any respect. The Supervisor shall meet with the grievant to settle the grievance and if not resolved orally, give a written answer to the grievant within ten (10) working days from the receipt of the grievance by the supervisor.

6.2.2 General Manager

Any grievance which has not been resolved by the procedures set forth above may be referred to the General Manager by the grievant in writing within five (5) working days from the receipt of the Immediate Supervisor's answer and the specific issues involved shall be detailed in such referral together with a statement of the resolution which is desired. The General Manager or their personal representative shall investigate the merits of the complaint, meet with the grievant and Union representative to settle such grievance (or, if the personal representative of the General Manager, to make recommendations thereon to the General Manager) within twenty (20) working days following the meeting(s).

6.2.3 Mediation

Any grievance which has not been resolved by the procedures set forth above may be referred to mediation by the grievant in writing within five (5) working days from receipt of the General Manager's answer. The General Manager or their representative will contact the State Mediation and Conciliation Division and request that a Mediator be assigned. The initial mediation session should occur within twenty (20) working days.

6.2.4 Board of Directors

Any grievance which has not been resolved by the procedures set forth above may be appealed in writing to the Board of Directors within five (5) working days from the conclusion of Mediation. Upon receipt of an appeal, the Board of Directors shall discuss the grievance with the employee, the employee's representative, if any, and other appropriate people. The Board of Directors may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the District's attorney to render advice concerning the appeal. Within twenty (20) working days, the Board of Directors shall render a formal decision, in writing, to the employee. Such a decision shall be final and binding.

The Board shall not be empowered to add to, subtract from, or in any way modify or alter, any provision of this MOU.

6.3 Extension of Time Limits

The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended, shall dismiss and nullify the grievance. Failure by the District to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

6.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Immediate Supervisor. In such cases no adjustment shall be retroactive for more than one hundred eighty (180) calendar days from the date upon which the complaint was filed.

Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussions.

6.5 Suspension and Discharge Grievances

If the General Manager or the Board of Directors in pursuance of the procedures outlined in Section 6.2.2 or 6.2.4 above resolves a grievance which involves suspension or discharge, the District may agree to payment for lost time or to reinstatement with or without payment for lost time.

Section 7. Personnel Records

The District considers employee personnel records confidential and limits disclosure to authorized individuals. Employees have the right to inspect documents in their personnel files in the presence of the General Manager or their designee at a mutually convenient time. The employee may be accompanied by their Union Representative if they so choose. An employee may add their version of any disputed item to the file, and copy documents. The District will protect employee's privacy to the extent required by law. However, the District may have to cooperate with the request for information from authorized law enforcement or local, state or federal agencies conducting investigations.

Section 8. Workplace Violence

The District has no tolerance for violent acts or threats of violence in the workplace. Any employee who is subjected to or threatened with violence, or is aware of another individual who has been subjected to or threatened with violence, is to report this information as soon as possible to the General Manager. All complaints will be treated with as much confidentiality as possible.

Section 9. Outside Employment

While employed by the District, employees are expected not to engage in outside work or activity that is incompatible with the best interest of the District or which interferes with the employee's work schedule, duties, or work performance. Employees who wish to engage in outside employment must obtain the approval of the General Manager.

Section 10. Punctuality and Attendance

Employees are expected to report to work as scheduled, on time in assigned District standard uniform and boots and prepared to start work. Employees shall be granted 10 minutes at the start of their shift to change into their uniforms (donning), and 10 minutes prior to the end of their shift to clean up and change out of their uniforms (doffing).

Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report to work on any particular day, the employee must call their direct supervisor, on their District issued cell phone, at least 15 minutes before the start of their shift, but no earlier than 45 minutes. If the employee's direct supervisor or Department Head does not answer, the employee must call the General Manager. An employee must talk to an individual, messages are not acceptable.

If an employee fails to report for work without any notification and is absent for three (3) consecutive days, the District will consider that the employee has voluntarily terminated their employment with the District.

Section 11. District Vehicles

Employees are not permitted to have unauthorized passengers in District vehicles. Permitting unauthorized passengers may lead to disciplinary action.

Section 12. Personal Vehicles

If an employee used their personal vehicle on District business and does not receive a car allowance, the employee will be reimbursed at the standard IRS rate.

Section 13. Health and Safety

The District will comply with all applicable federal and State of California health and safety regulations as they apply to District work.

Section 14. Smoking Policy

Smoking is not allowed inside any of the District buildings within the perimeter fence of the District's Plant, Lab, or Pump Stations, vehicles, or any outdoor area where flammable materials are located, subject to the laws of the State of California and Marin County.

Employees who smoke are urged to be particularly considerate of fellow employees who are sensitive to or object to cigarette smoke. Smoking should be confined to areas where other**s** are not exposed to the smoke.

Section 15. Leaves

15.1 Holidays

The District observes the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (or the weekday before the Christmas Day Holiday)
Christmas Day

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a Holiday falls on an Alternative Work Schedule (AWS) Regular Day Off (RDO), it will be observed on the preceding workday, unless the Holiday lands on an RDO Monday in which case it will be observed on the following Tuesday. Holiday pay shall be based on the number of hours in the employee's regular scheduled work shift. A regular work shift is considered to be nine (9) or eight (8) hours per day for full-time employees, depending on if the employee has chosen to work an alternative or traditional schedule.

An active employee will accrue one (1) additional floating holiday the first full pay period after adoption. Thereafter, an active employee shall accrue two (2) floating holidays as of January 1st of each calendar year.

New employees hired will be credited with two (2) floating holiday the first full pay period following active employment.

An employee's accrued floating holiday(s) shall not be counted against the employee's total accrual of vacation days for the calendar year.

Floating holidays have no cash value, can only be taken in the calendar year accrued, and cannot be carried over year-to-year.

15.2 Vacation

Regular full-time employees receive paid vacation based on years of active service with the District. Active service begins with an employee's first day of work and continues thereafter unless broken by certain unpaid leaves of absence, except as required by law. Overtime hours are not included in vacation accrual. Temporary and part-time employees do not accrue paid vacation time. If an employee is on an alternative work schedule and takes a vacation day, the employee will need to record the appropriate number of hours with respect to their schedule. For example, employees on the 9/80 schedule will require 9 hours of vacation to be recorded. Traditional schedules will require 8 hours of vacation to be recorded.

Each employee can accrue vacation time up to a maximum of 272 hours. Employees will not earn any additional vacation time until some of the accrued time is used. If employment is terminated, an employee will be paid for unused vacation time.

Vacation schedules must be coordinated to ensure there is adequate coverage of job responsibilities. The General Manager will make final determinations and approve an employee's vacation schedule.

Regular full-time employees shall accrue vacation in accordance with the following table:

VACATION ACCRUAL		
YEAR		DAYS PER YEAR
Start of year	to end of year	
1	3	14
4	10	19
11	15	22
16+		24

*A one-time 5-day vacation bonus is given after 20 years of service.

Vacation accrual is calculated bi-weekly and the above table Days Per Year is based on the traditional 8-hour day; for example, 14 days is equivalent to 112 hours of accrued vacation.

15.3 Vacation Cash Out

The maximum amount of vacation time an employee may accrue is 272 hours. All vacation hours cashed out shall be compensated at the employee's current base hourly wage rate of pay and will be removed from the employee's accumulated vacation balance. In no event shall employee cash-outs result in a vacation balance of less than 40 hours. To be eligible for a vacation cash-out, employees must make an irrevocable election by December 15 of the preceding year, specifying the number of hours to be cashed out in the following year. The maximum vacation cash-out cannot exceed the number of hours an employee will accrue in the following year. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the Administrative Financial Specialist, who will verify and approve the request. Vacation cash out requests will be processed based on the employee's election twice a year in the second pay period in July and December. Once the December 15 election is made, it cannot be changed, and the selected hours will be cashed out as specified in July and/or December, unless the employee's vacation balance is insufficient. This cash-out will be subject to the applicable Federal and State Payroll Tax Law.

15.4 Sick Leave

The District grants sick leave to regular full-time employees at the accrual rate of one (1) eight (8) hour day per month of service for exempt employees and eight (8) hours per month for non-exempt employees. There is no cap on the accrual of sick leave. Upon retirement or resignation from the District, a regular full-time employee, who has worked at least three years, will receive one-half of their accrued sick leave as a lump sum payment. The payment will be based on the average of the top three years of the employee's salary.

The District shall provide for employees to use part of their sick leave to care for eligible family members in accordance with the Kin Care provisions in California Labor Code section 233.

The District shall provide paid bereavement leave in the event of a death of an immediate family member, for up to 3 days per incident. For the purposes of this section "Immediate Family" is defined as spouse, domestic partner, parent, step parent, brother/sister, step brother/sister, child and stepchild, or the same relatives of a spouse or domestic partner. The General Manager may approve additional family members as qualifying for the bereavement leave benefit.

Employees absent because of illness for more than three working days or suspected of misusing the sick leave privilege, may be required to provide a physician's certificate. Those found to be abusing sick leave may be subject to discipline.

15.5 Medical Disability Leave

The District shall provide medical disability leave in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.6 Pregnancy Leave

The District shall provide pregnancy leave in accordance with State and Federal laws, rules and regulations.

15.7 Personal Leave of Absence

At the discretion of the General Manager, personal leaves of absence may be granted. Each request will be given consideration based on individual circumstances and the impact on the operation of the District.

While on personal leave the employee will not earn vacation or sick leave, and the employee's salary step increase review date will be adjusted accordingly. However, the employee will be eligible for insurance coverage and District premium payments will be made in accordance with terms of the insurance plans, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

15.8 Military Leave

Employees will be entitled to military leave as required by law.

15.9 Jury Duty or Court Witness Leave

Every employee of District who is summoned or required to serve as a trial juror is entitled to be absent from District during the period of service up to a maximum of 30 work days. Such employee, except a temporary employee, will be paid the employee's regular salary and except for travel, meals, and lodging payments. Any money received for jury or court witness services is to be deposited with the District. If an employee is required to perform jury duty in excess of thirty work days, the employee will be able to use all accrued earned leave balances, except sick leave, for service time after thirty work days. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee subpoenaed to appear in court in a matter unrelated to their District job duties or because of civil or administrative proceedings that the employee initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Employees shall furnish a copy of the official summons or witness subpoena to the District when requesting leave along with proof of attendance after service. The employee shall keep their supervisor updated as to their status while on said leave.

15.10 Voting

The District will comply with the requirements of Section 14000 of the Elections Code.

15.11 Compensatory Time Off

Non-exempt employees may elect to take compensatory time off in lieu of overtime wages. Compensatory time is calculated at the same rates as paid overtime. That is, one-and-one-half hours for each hour worked in excess of forty (40) per workweek or in excess of eight (8) hours, nine (9) hours for employees on AWS, and not more than twelve (12) for the workday, and two (2) hours for each hour worked in excess of twelve (12) in one (1)

workday. Employees may accumulate a maximum of 140 hours of Compensatory Time Off (CTO).

Employees who wish to receive cash for their accumulated CTO balances, shall not be able to receive cash for the accumulated CTO balances during a pay period in which they received standby compensation. Exceptions to this provision may be granted by the General Manager.

15.12 Administrative Leave

Exempt employees shall have forty (40) hours of administrative leave granted each fiscal year to be used during the fiscal year it is granted ("use-it-or-lose-it"). Administrative Leave shall be pro-rated for those employees appointed to an exempt position during the fiscal year.

Exempt employees shall not be eligible for overtime compensation or compensatory time off (CTO). Employees must reduce their CTO balance to zero (0) prior to appointment to an exempt position. The General Manager may extend the time for reducing the CTO balance to zero (0) on a case-by-case basis.

15.13 Recovery Rest Period Leave

Employees who respond to after-hour calls which total more than three (3) hours during the hours of 10:00 PM and 6:00 AM are entitled to up to four (4) hours of paid Recovery Rest Period leave. Employees shall not receive Recovery Rest Period leave if after-hour work is completed more than eight hours prior to the start of the employees' next regularly scheduled shift.

Leave is to be taken at the beginning or end of the regular shift to provide the employee with the maximum opportunity for adequate rest.

1. Employees responding to and completing after-hour work before 2:00 AM shall take their 4-hour leave at the beginning of their regular shift.

2. Employees who complete after-hour work between 2:00 AM and 6:00 AM are to use their best judgement on whether to take the Rest Period leave at the beginning or end of their regular shift.

3. Employees initially responding to after-hour work after 3:00 AM are not eligible for Recovery Rest Period Leave.

The leave start or end time can be adjusted with manager approval. The leave is in addition to overtime and standby duty compensation as defined in the Memorandum of Understanding agreement Sections 3.5 Overtime and 3.6 Pay Differential.

Employees who would otherwise be released from work under this provision may be held over or called back to work to respond to an immediate, or emergency, situation. If this occurs, hours worked during the otherwise entitled "recovery rest period" will be paid at

one-and-one-half-times (1.5x) their base hourly wage rate. Supervisory approval must be obtained to work through a rest period.

Employees taking advantage of this leave are to notify their immediate supervisor or manager when they take the leave and when they plan to report to work. Total response time must be verifiable and is subject to manager review. Qualification for a paid Recovery Rest Period under this provision is based on actual hours worked and not minimum call back hours recorded as overtime. The paid leave will not count towards calculation of overtime. Recovery Rest Period leave will be reported on timecards with a note explaining the reason for the leave.

Section 16. Training

The District encourages employees to participate in job-related training and education programs that improve job skills and benefit the District. The District provides on-the-job training opportunities and supports attendance of outside training activities such as technical and professional seminars, conferences, and meetings.

Employees will be reimbursed for customary and reasonable outside training expenses which generally include registration fees, materials, meals (as outlined in the District's Travel Policy), transportation, mileage (the District will only compensate for miles traveled in excess of the employee's daily commute) and parking.

Reimbursement of expenses must be discussed with the General Manager in advance, or an employee will not be eligible for reimbursement.

Employees who accrue overtime as a result of attending training sessions required by the District will receive overtime pay. Overtime will not be paid for meetings, conferences and training activities where attendance is considered optional.

Section 17. Insurance Benefits

17.1 Health

The District will provide health plan options through CalPERS Health for all full-time employees and their dependents. The District will contribute the cost up to the amount of the Kaiser Family plan rate within CalPERS on behalf of the employee and the employee's dependents. Should the employee choose a plan where the cost is above the Kaiser Family plan rate, the employee will be responsible to pay the difference of the monthly premium amount through bi-weekly payroll deductions.

17.2 Flexible Benefits Plan

Employees may participate in the flexible benefits plan offered by the District subject to IRS regulations.

17.3 Cash-In-Lieu

If an employee has outside health insurance coverage, the employee may opt out of the District provided health insurance and receive an in-lieu payment of $250 per month to offset the cost of the outside health insurance. The employee must provide proof of health insurance coverage.

Effective with Plan Year 2027, the in-lieu payment will increase to $400 per month.

17.4 Dental Plans

The District provides a dental plan for full-time employees and their dependents. The District pays a certain portion of the premiums each month and the employees pay the balance based on the employee's enrollment level. The dental plan shall have a $3,000 per patient annual cap effective January 1, 2022, and a $4,000 per patient annual cap effective January 1, 2024.

17.5 Vision Plan

The District provides a vision plan for full-time employees and their dependents. The District will contribute one half of the vision premium on behalf of the employee and the employee's dependents. The employee will be responsible for paying the remaining one-half cost of the vision plan at their level or enrollment through bi-weekly payroll deductions.

17.6 COBRA

The District will provide the benefits to employees and former employees in accordance with the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

17.7 Life

The District shall provide life insurance for eligible employees in the amount of $50,000. This life insurance terminates one (1) month after the employee leaves the employment of the District.

17.8 Workers' Compensation

Employees are protected under a workers' compensation insurance program which covers them in case of occupational injury. It is essential that an employee reports all work-related accidents, injuries and illnesses immediately. If an employee receives a job-related injury or illness and is on leave because of it, unused sick leave and vacation time will be used to pay the difference between the employee's full base salary and the workers' compensation payments received as part of the claims process. Benefit entitlements are governed by law.

17.9 State Disability Insurance

Each employee contributes to California's State Disability Insurance (SDI) through payroll deductions.

17.10 Paid Family Leave

Paid Family Leave shall be provided in accordance with the State of California guidelines.

17.11 Long-Term Disability Insurance

The District provides long-term disability coverage for active full-time employees working at least 30 hours a week. Employees become eligible for this coverage after 6 months of employment with the District. The benefit (66-2/3% of one's monthly salary with a monthly maximum of $10,000) is integrated with other disability insurance benefits and is paid after 180 days of total disability. The duration of the benefit depends on one's age at the time of the disability.

17.12 Wellness Program

Employees are eligible to participate in a voluntary wellness program, consisting of reimbursement of up to five-hundred dollars ($500) per fiscal year for an employee's wellness-related expenditures. Reimbursement may be made for a range of programs intended to improve and promote employee health and fitness, including gym memberships, smoking cessation, diabetes management, weight loss programs, and preventative health screenings.

Employees must submit all requests for reimbursement no later than July 31 of each year for expenses incurred during the preceding fiscal year (July 1 through June 30); and may also be required to submit supporting information demonstrating that the content of the program promotes health and/or reduces risks of chronic disease or injury. The General Manager's approval or denial of any reimbursement request will be made in writing and is final. This sub-section is not grievable.

Section 18. Retirement Benefits

18.1 Retirement

PERS Retirement

"Classic Members"

For those employees who are not New Members, as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), the District's contract with the California Public Employee's Retirement System (CalPERS) provides for a retirement benefit of 2.7% at age 55 and includes the benefit commonly known as Single Highest Year.

The "Classic" member's contribution for PERS shall be 8.0%.

"New Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA)

New Members are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation.

New Members to CalPERS shall contribute a total of eight percent (8%) towards the cost of providing the PEPRA retirement benefit to the employee. If the

statutorily required PEPRA member employee normal contribution rate is less than eight percent (8%) then the employee shall contribute the percentage difference towards the employer normal contribution rate. It is the intent of the parties that if the employee contribution rate for New Members at any time exceeds 8%, that the New Members contribution towards the employer's normal contribution rate shall be zero percent (0%).

Social Security

The District participates in the Social Security System.

Deferred Compensation Plan

Employees can also participate in a Internal Revenue Service Section 457 Deferred Compensation Plan. Effective the first full pay period following adoption, on a prospective basis, the District will match the 457 contribution amount of eligible employees who have an established 457 Deferred Compensation account on a dollar-for-dollar basis up to one thousand four hundred dollars ($1,400) per calendar year.

18.2 Retiree Medical

18.2.1 Medical Coverage for Retirees Hired before January 1, 2002

(or when Government Code Section 22893 is implemented)

Effective January 1, 2003, the District will provide a maximum retiree health benefit to employees who were employed prior to January 1, 2002, or when Government Code Section 22893 is implemented the amount equal to the one-party state retired member contribution rate.

18.2.2 Medical Coverage for Retirees Hired After January 1, 2003

Effective January 1, 2003, the District will provide retiree medical benefits based on the following table to employees hired after January 1, 2003, and who retire from the District. An employee's years of service shall be determined in the same manner as years of service are determined in Government Code Section 22893.

Credited years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90

19	95
20	100

The District will provide medical premium payments for employees who retire from the District at the same level as those provided in Government Code Section 22893.

18.2.3 Medical Coverage for Retirees Hired after July 1, 2014

Effective July 1, 2014, the District will provide medical coverage in accordance with the following:

Years of Service With the District	Percentage of District's Contribution based on One Party State Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

18.2.4 Examples

See Appendix B for examples of retiree medical coverage for the various tiers at the end of this document.

Section 19. Uniforms and Safety Equipment

The District provides uniforms, coveralls and laundry service to employees in the following eligible classifications who are required to wear this apparel:

- Collection System Operators
- Electrical Instrumentation Technicians
- Environmental Services Supervisor
- Laboratory Analysts
- Maintenance Supervisor
- Plant Operators
- Plant Operations Supervisor
- Skilled Maintenance Workers

The District shall provide an annual $300 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes. Effective January 1, 2024, the District shall provide an annual $325 non-taxable stipend to each eligible employee payable the first full payroll period in January of each year for the purchase of safety boots and/or shoes.

For eligible employees, the District shall contribute up to the following amount every other year for prescription safety glasses: $305.

The District shall provide the appropriate respiratory equipment, and other personal protective equipment to protect employees from injury. Employees are required to use the safety equipment as is appropriate for the job being performed. Please refer to the District's Safety Manual.

To the extent required by CalPERS, the District will report the value of uniform maintenance to CalPERS as special compensation for CalPERS classic members.

Section 20. Catastrophic Leave Program

Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury. Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as but, not limited to, cancer or heart attack which clearly disables the individual. Employees who have successfully completed one year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury.

The employee must first exhaust all accrued sick leave, vacation leave, administrative leave and compensatory time before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other employees to a specific qualified employee. Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating employee must have a minimum vacation leave balance of 40 hours after the donation of vacation leave. The donating employee may not donate more than one-half of their accrued sick leave and must be left with a balance of at least eighty (80) hours of accrued sick leave after the donation.

An employee requesting catastrophic leave must receive the approval of the General Manager. Such leave may initially be approved for up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved. The District shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between the donating employee and recipient.

Catastrophic leave shall not be used in conjunction with any long-or short-term disability or Workers' Compensation Leave. While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

Section 21. Employer-Employee Relations

21.1 Recognition

Operating Engineers Local 3 has been acknowledged by the District as the majority employee organization that represents employees of the District.

21.2 Appropriate Unit

Operating Engineers Local 3 referred to in this document as the "Union," is recognized as the majority employee organization for the Bargaining Unit comprised of those classifications listed in Appendix A, certified pursuant to Resolution No. 2009 –1880 adopted by the Board of Directors on June 25, 2009.

21.3 Reasonable Time Off to Meet and Confer

Union members may elect two Union Stewards. The Union shall notify the General Manager of the names of the elected Stewards. Union Stewards shall be permitted reasonable work time to attend scheduled meetings with District representatives on subjects within the scope of representation during regular work hours without loss of compensation. Employees have a right to Union representation on any issue consistent with MMBA if they so request.

21.4 Memorandum of Understanding

All agreed upon matters have been incorporated into this written memorandum of understanding. This constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring provided, however, that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

21.5 Dues Deduction

21.5.1 It is recognized that Union owes the same responsibilities to all employees in the representation unit and has a duty to provide fair and equal representation to all employees in all classes whether or not they are members of the Union.

21.5.2 All employees in the bargaining unit represented by the Union may become members of the Union. Payroll deductions for either dues or authorized deductions shall then be deducted from all regular employees' paychecks. Union dues or fees equivalent to dues shall only be deducted after the Union has presented the General Manager with a certified list of members or employees' who have authorized such deductions.

21.5.3 If an employee or member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the District shall direct the member to the Union. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Union directly to the District.

21.5.4 The employee's earnings must be sufficient after all other legal and required deductions are made to cover the amount of the dues or fair share fees. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is

not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union deductions.

21.5.5 The deductions shall not apply during periods of separation by any such employee but shall re-apply to such employee commencing with the next full pay period following the return of the employee. The term separation includes transfer out of the unit, layoff, and unpaid leaves of absence with duration of more than five (5) working days.

21.5.6 Part-time employees shall pay a pro rata service fee or dues as provided above.

21.5.7 The Union shall provide advance written notice of the amount of any deduction modification to the General Manager.

21.5.8 The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this section, provided that the District promptly notify the Union of any such matter for which it is seeking indemnification. This includes not only the District's attorney fees and costs but the cost of management preparation time as well. The District shall notify the Union of such costs on a case-by-case basis. The Union shall have the exclusive right to direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

21.5.9 Deductions withheld by the District shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified. The District shall transmit a list containing the names, classifications and rates of pay of employees employed in the classifications represented by the Union in accordance with Government Code Section 3558. Employees who are no longer in a pay status with the District will be identified with the reason for such status, i.e., leave of absence, resignation, retirement, or termination.

21.5.10 The Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

21.6 Access to Work Locations

Reasonable access, as determined by the District, to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. The officers or representatives shall not enter any work locations without proper notification to the designated representative of the District. Access shall be restricted so as not to unduly interfere with the normal operations of the District or with established safety or security requirements.

21.7 Union Membership Meetings

Union members shall have the right to have one (1), one (1) hour quarterly meeting during business hours. The meeting schedule shall be approved by the General Manager.

21.8 Use of Bulletin Boards

The Union may use a designated District bulletin board under the following conditions:

1. Posting of all materials must receive the approval of the Union stewards.

2. All materials must be dated and must identify the organization that published them.

3. The actual posting of materials shall be done by the employee organization's representative after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one days after the publication date. Materials that are untruthful shall not be posted.

4. The District has determined where bulletin boards shall be placed and a reasonable portion of them is to be allocated to Union materials.

5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on District bulletin boards.

Section 22. Separability

If any provision of this MOU, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MOU, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 23. Duration

This MOU shall be effective July 1, 2026, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirty (30th) day of June 2031 and shall continue thereafter from year to year unless at least one hundred twenty (120) days prior to the first (1st) day of July 2031, or prior to the first (1st) day of July of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2026.

For Las Gallinas Valley Sanitary District	For Operating Engineers Local 3
_____	_____
_____	_____
	_____
Date: _____	Date: _____

Appendix A -Pay Schedule Effective July 1, 2026

Las Gallinas Valley Sanitary District

Salary Pay Schedule as of July 1, 2026

EXHIBIT A

Full Time Positions	Salary Range	Monthly Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	27	7,000	7,350	7,718	8,103	8,509	8,934
Assistant Engineer	61	10,651	11,184	11,743	12,330	12,947	13,594
Associate Engineer	77	12,978	13,627	14,308	15,023	15,775	16,563
Collection System Operator [1]	26	6,915	7,260	7,623	8,005	8,405	8,825
Collection System Operator I [1]	30	7,265	7,628	8,009	8,410	8,830	9,272
Collection System Operator II	34	7,633	8,014	8,415	8,836	9,277	9,741
Collection System Operator III	40	8,219	8,630	9,062	9,515	9,991	10,490
Collection System Operator Lead	46	8,851	9,294	9,759	10,247	10,759	11,297
CMMS Technician	43	8,529	8,955	9,403	9,873	10,367	10,885
District Inspector	57	10,138	10,645	11,177	11,736	12,323	12,939
Executive Assistant / Board Secretary	85	14,419	15,140	15,897	16,691	17,526	18,402
Electrical Instrumentation Technician	58	10,265	10,778	11,317	11,883	12,477	13,101
Environmental Services Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Grant Management and Procurement Specialist	55	9,891	10,385	10,905	11,450	12,022	12,624
Laboratory Analyst-in-Training [1]	40	8,219	8,630	9,062	9,515	9,991	10,490
Laboratory Analyst I [1]	44	8,636	9,067	9,521	9,997	10,497	11,021
Laboratory Analyst II	52	9,532	10,009	10,509	11,034	11,586	12,165
Laboratory Analyst III	64	11,054	11,607	12,187	12,797	13,436	14,108
Maintenance Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Plant Operator-in-Training [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Plant Operator I [1]	38	8,019	8,420	8,841	9,283	9,747	10,234
Plant Operator II	46	8,851	9,294	9,759	10,247	10,759	11,297
Plant Operator III	54	9,770	10,259	10,772	11,310	11,876	12,470
Plant Operator Lead	60	10,522	11,048	11,600	12,180	12,789	13,428
Plant Operations Supervisor	74	12,507	13,132	13,789	14,478	15,202	15,962
Senior Engineer	89	15,050	15,803	16,593	17,422	18,294	19,208
Skilled Maintenance Worker I [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Skilled Maintenance Worker II	46	8,851	9,294	9,759	10,247	10,759	11,297

How to Use this Pay Scale: Steps 1 through 6 are the regular base wage levels for all positions.
Pay Schedule Salary Increase effective the first full pay period following July 1, 2026.
Longevity Pay is available to eligible represented employees hired prior to 9/7/2023. Represented employees hired after 9/7/2023 are not eligible.
Longevity Pay is available to eligible management employees hired prior to 7/1/2016. Management employees hired after 7/1/2016 are not eligible.
Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.
Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.
Additional Longevity Pay equal to 2% is given beginning on the 16th year of employment for eligible management employes.
[1] Employees in entry level classifications are not eligible for longevity pay.

Appendix B – Retiree Medical Insurance Coverage

The District provides medical insurance premium reimbursement coverage to employees who retire from the District at different levels, depending on the employee's date of hire and years of service with the District. Retirees must purchase their health insurance through CalPERS to receive District participation in the cost.

For All Tiers

Employees who retire from the District, have five years of CalPERS service credits, and participate in the CalPERS medical plan receive a benefit paid by the District equal to the minimum Public Employees' Medical and Hospital Care Act (PEMHCA) contribution. This monthly contribution, $162 in 2026, is included in the cap. However, an employee who is a member of Tier 3 or 4 and does not meet the minimum vesting requirement of District service for their tier, but has five year of CalPERS service credits, is eligible for the PEMHCA. Employees who do not meet the minimum CalPERS vesting requirement of five years of service will not receive any retiree medical benefit from the District.

The maximum amount eligible for reimbursement by the District is the lesser of the vested applicable premium cap or the actual premium. For example, for Tier 2 members if the premium cap is $1,084 but the monthly premium is $356.83, the maximum benefit will be $356.83. For Tier 3 and 4 members, if the premium cap is $1,084, the vested amount is $650.40 and the premium is $356.83, the maximum benefit will be $356.83. A cash benefit in excess of the actual cost of medical insurance purchased through CalPERS is not available to the retiree in any case. In addition, retirees are responsible for paying any Medicare premiums charged by the Social Security Administration.

It is the District's understanding that in order for a surviving spouse to be eligible for medical coverage through CalPERS, the retiree must elect a joint annuity payment option at the time of retirement. It is the employee's responsibility to consult with CalPERS regarding the requirements when completing any retirement paperwork.

Tiers 2 and 4

The District provides medical insurance premium reimbursement coverage only for the retired employee. However, upon the retired employee's death if the qualified surviving spouse continues coverage with CalPERS, the District will pay the PEMCHA minimum contribution ($162 per month in 2026) only. No additional retiree benefit coverage, paid for by the District, will transfer to the surviving spouse.

The levels and benefit coverage are as follows:

Tier 1 – Employees who retired prior to January 1, 2003, with five years of service, receive a benefit that is indexed by 6% each year and are eligible for spousal coverage up to the benefit cap. This tier is closed to new retirees.

Tier 2 – Employees who were employed prior to January 1, 2003, and retire with five years of District service receive a monthly benefit that is set by the California Department of Human Resources (CalHR), previously California Department of Personnel Administration. The monthly benefit cap is $1,084 as of

January 1, 2026. This benefit is only available to the retired District employee without any spousal coverage.

Example: In 2026, the employee retires and elects coverage with CalPERS. The maximum benefit for the retiree is $1,084. When a retiree is eligible for Medicare coverage, the monthly premium charged by CalPERS will likely decrease.

Employee Only Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$1,168.86	**F**	$356.83
Premium Cap 2026	**B**	$1,084.00	**B**	$1,084.00
PEMCHA – billed to District by CalPERS	**C**	$162.00	**C**	$162.00
Amount deducted from retiree monthly warrant	**A – C = D**	$1,006.86	**F – C = G**	$194.83
District reimbursement to retiree	**B – C = E**	$922.00	**G**	$194.83
Retiree out of pocket for coverage from CalPERS	**D – E**	$84.86		$0.00

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS (employee and spouse)	**A**	$2,337.72	**F**	$713.66
Monthly Premium for retired employee only		$1,168.86	**G**	$356.83
Premium Cap 2026	**B**	$1,084.00	**B**	$1,084.00
PEMCHA – billed to District by CalPERS	**C**	$162.00	**C**	$162.00
Amount deducted from retiree monthly warrant	**A – C = D**	$2,175.72	**F – C = H**	$551.66
District reimbursement to retiree	**B – C = E**	$922.00	**G – C = I**	$194.83
Retiree out of pocket for coverage from CalPERS	**D – E**	$1,253.72	**H - I**	$356.83

Tier 3 – Employees hired after January 1, 2003 and before July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Human Resources (CalHR), previously California Department of Personnel Administration. Employees must work for the District for at least five years, retire from the District, and have a minimum of 10 years of CalPERS agency service to receive a

Tier 3, *continued*

50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

The level of benefit is based on the employee's coverage immediately before retirement from the District i.e., one party, two party or family. As of January 1, 2026 the maximum monthly contribution the District will make is:

One Party	$ 1,084.00
Two Party	$2,057.00
Family	$2,638.00

Example: In 2014 an employee who worked for the District for at least 5 years and had total CalPERS agency service of 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Example A: Assume coverage is for the employee only and the one-party cap is $1,084.

Employee Only Coverage	**Pre-Medicare Eligible**			**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$1,168.86		**G**	$356.83
Premium Cap for One Party for 2026	**B**	$1,084.00		**B**	$1,084.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$650.40		**C**	$650.40
PEMCHA – billed to District by CalPERS	**D**	$162.00		**D**	$162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$1,006.86		**G – D =H**	$194.83
District reimbursement to retiree	**C – D = F**	$488.40		**H**	$194.83
Retiree out of pocket for coverage from CalPERS	**A – C**	$518.46			$0.00

Example B: Assume coverage is for the employee plus one dependent and the two-party cap is $2,057.

Tier 3, *continued*

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**

Monthly Premium charged by CalPERS (retiree plus one)	**A**	$2,337.72		**G**	$713.66
Premium Cap for Two Party for 2026	**B**	$2,057.00		**B**	$2,057.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$1,234.20		**C**	$1,234.20
PEMCHA – billed to District by CalPERS	**D**	$162.00		**D**	$162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$2,175.72		**G – D = H**	$551.66
District reimbursement to retiree	**C – D = F**	$1,072.20		**G – D = I**	$551.66
Retiree out of pocket for coverage from CalPERS	**E – F**	$1,103.52		**H - I**	$0.00

Tier 4 – Will provide those employees hired after July 1, 2014 are eligible for benefits from 50% to 100% of the rate established by the California Department of Human Resources (CalHR), previously California Department of Personnel Administration. Employees must work for the District for at least ten years and retire from the District to receive a 50% benefit. The benefit increases 5% each year after that until the maximum coverage is reached at 20 years of service.

This benefit is only available to the employee without any spousal coverage, and the monthly benefit cap is $1,084 as of January 1, 2026.

Example: In 2026 an employee who worked for the District for 12 years retires. They are eligible for 60% coverage of the applicable health insurance premium.

Employee Only Coverage	**Pre-Medicare Eligible**			**Medicare Eligible**	
Monthly Premium charged by CalPERS	**A**	$1,168.86		**G**	$356.83
Premium Cap for One Party for 2026	**B**	$1,084.00		**B**	$1,084.00
Maximum benefit based on 60% vesting	**B * 60% = C**	$650.40		**C**	$650.40
PEMCHA – billed to District by CalPERS	**D**	$162.00		**D**	$162.00
Amount deducted from retiree monthly warrant	**A – D = E**	$1,006.86		**G – D =H**	$194.83
District reimbursement to retiree	**C – D = F**	$488.40		**H**	$194.83
Retiree out of pocket for coverage from CalPERS	**A – C**	$518.46			$0.00

Tier 4, *continued*

Employee and Spousal Coverage	**Pre-Medicare Eligible**		**Medicare Eligible**	
Monthly Premium charged by CalPERS (employee and spouse)	**A**	$2,337.72	**H**	$713.66
Monthly Premium for retiree only	**B**	$1,168.86	**I**	$356.83
Premium Cap for One Party for 2026	**C**	$1,084.00	**C**	$1,084.00
Maximum benefit based on 60% vesting	**C * 60% = D**	$650.40	**D**	$650.40
PEMCHA – billed to District by CalPERS	**E**	$162.00	**E**	$162.00
Amount deducted from retiree monthly warrant	**A – E = F**	$2,175.72	**H – E = I**	$551.66
District reimbursement to retiree	**D – E = G**	$488.40	**D – E = J**	$488.40
Retiree out of pocket for coverage from CalPERS	**A – E – G**	$1,687.32	**H – E – J**	$63.26

Appendix C – Emergency Response Stipend Side Letter

Attachment 2 (9-15-22)

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the Las Gallinas Valley Sanitary District (hereinafter referred to as the "District") and the Operating Engineers Local No. 3 (hereinafter referred to as the "Union").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain District employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Side Letter

A. For Purposes of the MOU, this Side Letter shall be added as Appendix E upon adoption of the Board of Directors. The existing 2021-2023 MOU will, in all other respects, remain in effect without change through the term specified therein.

B. The Parties hereby agree as follows:

Effective on the first day of the first full month following Board adoption of the 2021-2023 MOU, in addition to the 2-hours of standby pay for being assigned stand-by duty and any overtime pay for responding to call-outs, eligible employees shall receive a monthly stipend for having served on stand-by or for responding to a call-out within the prior four (4) bi-weekly pay periods. Eligibility for the stipend is on a month-to-month basis and not automatically continuous.

Eligible employees for purposes of this Side Letter agreement are:

- Chris Gill
- Stephen Inskeep

For as long as named employees are in an eligible classification, said employees shall receive a $500 stipend per month payable in equal payments in the applicable bi-weekly payroll following eligibility.

IV. General Provisions

A. This Side Letter will take effect immediately upon approval, ratification and adoption by the District Board of Directors.

B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

Page 1 of 2

SIDE LETTER OF AGREEMENT
BETWEEN
LAS GALLINAS VALLEY SANITARY DISTRICT
AND
OPERATING ENGINEERS LOCAL NO. 3

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on this 10th day of SEPTEMBER, 2021.

For Las Gallinas Valley Sanitary District

Date: 9/10/2021

For Operating Engineers Local 3

Date: August 25, 2021

Las Gallinas Valley Sanitary District
Benefits Summary for OE3 Represented Employees
MOU July 1, 2026 through June 30, 2031

Benefits	Section	Summary
MOU Date	23	7/1/2026-6/30/2031
Stand By	3.6	2 hours straight time per workday evening coverage and 3 hours straight time per weekend, holiday and regular day off (RDO) coverage. Physical response time is overtime with a minimum 2 hours for responding.
Stand By Time Off (STO)	3.6.1	Convert standby pay to leave on an hour-to-hour basis. District approval is required to schedule STO leave used. STO shall have no cash-value. There is a forty (40) hour maximum accrual for each employee.
Multi-certification Stipend	3.7.7 3.7.8	$450.00 for Dual Certification on approved certification list. $450.00 for Triple Certification on approved certification list.
Additional Certifications	3.7.9	Grade III $400 lump sum, Grade IV $450 lump sum (exclude. Sup. positions), Grade V $550 lump sum, + one-time reimbursement of actual costs of approved prep-course for each of the above.
Longevity Pay	3.7.10	5% calculated on base wage rate at beginning of 7th year for employees hired prior to 9/7/23. An additional 3% calculated on employee's cumulative wage rate at the beginning of 11th year for employees hired prior to 9/7/23. No longevity for employees hired after 9/7/23.
Probation Period	2.2 3.7.12	1 year for new hire 6 months for promotion
Salary Increase	3.8.1 3.8.2	First Full Pay Period (FFPP) following July 1, 2026 COLA increase of 3.75% FFPP following July 1, 2027 increase based on April 207 Bureau of Labor Statistics San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) with minimum increase of 3.5% and maximum increase of 4.5%

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and MOU the MOU will prevail.

Benefits	Section	Summary
Salary Increase (cont.)	3.8.3	FFPP following July 1, 2028 increase based April 2028 CPI-W with minimum increase of 3.5% and maximum increase of 4.5%
	3.8.4	FFPP following July 1, 2029 increase based April 2029 CPI-W with minimum increase of 3.5% and maximum increase of 4.5%
	3.8.5	FFPP following July 1, 2030 increase based April 2030 CPI-W with minimum increase of 3.5% and maximum increase of 4.5%
Out of Class Pay	3.9	Current salary range step in higher classification subject to **max** of two steps or 10%
Holidays	15.1	12 observed holidays and 2 floating holidays per calendar year, floating holidays cannot be carried over year-to-year
Maximum Vacation Accrual	15.2	272 Hours
Vacation Time Awarded	15.2	Years 1-3: 14 days Years 4-10: 19 days Years 11-15: 22 days 16+ Years: 24 days One-Time 5-day vacation bonus is given after 20 years of service
Vacation Cash Out	15.3	Annual ability for irrevocable election of cash out of vacation hours. 40 hours must remain after cash out. Vacation payout requests processed second pay period in July and December.
Sick Leave	15.4	Eight hours awarded per month. At separation payout 50% of the balance based on average 3 highest years at termination after 3 years of employment.
Bereavement Leave	15.4	3 days paid leave for specified family members
Comp Time Accumulation Cap	15.11	Available for overtime awarded. Max accrual 140 hours

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and MOU the MOU will prevail.

Las Gallinas Valley Sanitary District
Benefits Summary for OE3 Represented Employees
MOU July 1, 2026 through June 30, 2031

Benefits	Section	Summary
Administrative Leave	15.12	Exempt employees shall receive 40 hours of Admin leave each fiscal year. Use-or-Lose and pro-rated based on start date.
Recovery Rest Period	15.13	4-hours paid leave available for adequate rest after working overnight after-hours based on response time.
Training Reimbursement	16	As approved to reimburse for registration fees, materials, meals, etc.
Medical Cafeteria Plan **LGVSD Contribution** **EE Contribution**	17.1/17.2	PERS Health Plan Kaiser family rate Excess monthly cost for plan over Kaiser plan
Cash-In-Lieu	17.3	$400 monthly payment in lieu of taking Medical Benefits. Must show proof of coverage under another medical plan.
Dental	17.4	Annual cap of $4,000 per covered individual after applicable co-pay.
Vision **LGVSD Contribution** **EE Contribution**	17.5	VSP 50% of the cost 50% of the cost
Life/AD&D Insurance	17.7	1 x Salary up to $50,000
Long-term Disability	17.11	66.67% of monthly salary up to $10,000 of salary
Wellness Program	17.12	$500 per fiscal year reimbursement
CalPERS Employee Required Contribution	18.1	**Classic Members -** contribution shall be 8%. **PEPRA Members** contribution rate is currently 6.75%, with the employee paying an additional employee cost share to bring to bring the contribution rate up to 8%.
PERS Retirement Plan	18.1	Classic Employees: 2.7% at 55 Miscellaneous, Single Highest Year. PEPRA Members: 2% at 62, Final 3 Years.
Deferred Compensation 457 and/or Roth IRA Plan	18.1	District dollar-for-dollar match of employee contributions up to $1,400 per calendar year.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and MOU the MOU will prevail.

Benefits	Section	Summary
Retiree Medical	18.2.2	**Hired pre-1/1/03:** State one party rate employee only; 5-year vesting. **Hired post 1/1/03**: State 100/90 plan EE, EE + sp, EE + dependents; 10 years PERS service 50% vested, 20 years PERS service 100% vested, 5 years with LGVSD.
	18.2.3	**Hired after 7/1/2014:** 10 years of District service, 50% vested, 100% vested at 20 years of District service. Employee only coverage based on the One-Party State Rate.
Boot Stipend	19	Annual: $325.00 to be paid on first accounts payable check in January
Prescription Safety Glasses	19	Every two years: $305
District Vehicle	Policy	Use of District vehicle will be provided for employee on standby

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and MOU the MOU will prevail.

Las Gallinas VALLEY SANITARY DISTRICT

Item Number 6

GM Review *CP*

Agenda Summary Report

To: Board of Directors

From: Dale McDonald, Administrative Services Manager

(415) 526-1519 dmcdonald@lgvsd.org

Meeting Date: November 5, 2026

Re: Resolution Approving Salary Pay Schedule Effective July 1, 2026, Pursuant to California Code of Regulations, Title 2, Section 570.5.

Item Type: **Consent** _____ **Action** __X__ **Information** _____ **Other** _____.

Standard Contract: **Yes** _____ **No** _____ **(See attached) Not Applicable** __X__ .

STAFF RECOMMENDATION

Staff recommends that the Board adopt Resolution No. 2026-2406, approving the attached Salary Pay Schedule effective July 1, 2026, contingent upon the Board's approval of the OE3 Memorandum of Understanding previously presented under Item 6.

BACKGROUND

As a result of a five-year successor Memorandum of Understanding ("MOU") between the International Union of Operating Engineers, Local 3 ("OE3") and the Las Gallinas Valley Sanitary District ("District") covering July 1, 2026 through June 30, 2031, the represented salary schedules for employee classifications were modified effective July 1, 2026. The MOU provides for a Cost-of-Living Adjustment ("COLA") pay increase of 3.75% effective the first full pay period following July 1, 2026 (July 6-19, 2026) and equity adjustments for select classifications.

The management and unrepresented employees have agreed to support implementation of the OE3 negotiated COLA and equity adjustments for represented employees while they complete their negotiations. Accordingly, the attached schedule does not include changes in salary for management and unrepresented positions. Any adjustment for these positions will be brought to the Board upon conclusion of negotiations.

The attached Salary Pay Schedule for fiscal year 2026-2027 is applicable to all employees. California Code of Regulations, Title 2, Section 570.5 requires that compensation reported to CalPERS be listed on a publicly available pay schedule approved by the governing body. The attached schedule identifies each position title, pay rate, time base, and effective date, and will be posted on the District's website upon adoption.

PREVIOUS BOARD ACTION

Approval of the MOU was considered by the Board immediately prior to this agenda item. The previous salary schedule was adopted on June 25, 2026, by Resolution No. 2026-2400.

ENVIRONMENTAL REVIEW

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(2), as it is a personnel-related administrative action.

FISCAL IMPACT

The fiscal year 2026-2027 budget provides funding for the pay increases negotiated; no budget amendment is required. The annual cost impact of the 3.75% COLA and equity adjustments was provided for in the report with the successor MOU.

ATTACHMENT

- Resolution No. 2026-2406 Adopting Salary Pay Schedule Effective July 1, 2026

RESOLUTION NO. 2026-2406

A RESOLUTION ADOPTING THE PAY SCHEDULES EFFECTIVE JULY 1, 2026 PURSUANT TO THE CALIFORNIA CODE OF REGULATIONS, SUBCHAPTER 1, EMPLOYEES' RETIREMENT SYSTEM REGULATIONS SECTION 570.5

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the Las Gallinas Valley Sanitary District ("District") adopted a Salary Pay Schedule for all employees on February 2, 2026; and

WHEREAS, the District has approved a five-year successor Memorandum of Understanding with Operating Engineers Local 3 ("OE3") on November 5, 2026 which includes a General Wage Cost-of-Living Adjustment ("COLA") of 3.75% effective the first full pay period following July 1, 2026; and

WHEREAS, the management and unrepresented employee group has agreed to support implementation of the OE3 negotiated COLA and equity adjustments for select represented employees while the management and unpresented employee group completes their contract negotiations; and

WHEREAS, the Las Gallinas Valley Sanitary District has contracted with CalPERS to provide certain retirement benefits to its employees; and

WHEREAS, the governance of retirement benefits provided to public employees in the state of California is governed by California Government Code Title 2, Division 5, Part 3 Public Employees' Retirement System; and

WHEREAS, the Board of Administration of the Public Employees' Retirement System has promulgated regulations to implement requirements of the governing law; and

WHEREAS, the California Code of Regulations, Subchapter 1, Employees' Retirement System Regulations section 570.5 (2 CCR § 570.5) states that

> "(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
>
> (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
>
> (2) Identifies the position title for every employee position;
>
> (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;

(4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

(5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

(6) Indicates an effective date and date of any revisions;

(7) Is retained by the employer and available for public inspection for not less than five years; and

(8) Does not reference another document in lieu of disclosing the payrate".

THEREFORE, BE IT RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby adopt the Salary Pay Schedule Effective July 1, 2026, which is attached as Exhibit A and is included by reference, in accordance with the requirements of the California Code of Regulations, Subchapter 1, Employees' Retirement System Regulations section 570.5 (2 CCRs § 570.5).

* * * * * * * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a regular meeting thereof held on the 5th day of November 2026, by the following vote of the members thereof:

AYES, and in favor thereof, Members:
NOES, Members:
ABSENT, Members:
ABSTAIN, Members:

_____

Dale McDonald, Acting Board Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(seal)

_____

Crystal Yezman, Board President

Las Gallinas Valley Sanitary District

Salary Pay Schedule as of July 1, 2026

EXHIBIT A

Full Time Positions	Salary Range	Monthly Salary					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	27	7,000	7,350	7,718	8,103	8,509	8,934
Administrative/Financial Specialist	53	9,301	9,766	10,254	10,767	11,305	11,871
Administrative Services Manager	99	16,412	17,233	18,095	18,999	19,949	20,947
Assistant Engineer	61	10,651	11,184	11,743	12,330	12,947	13,594
Associate Engineer	77	12,978	13,627	14,308	15,023	15,775	16,563
Civil Engineering Technician [3]	43	8,529	8,955	9,403	9,873	10,367	10,885
Collection System/Maintenance/Safety Manager	97	16,012	16,813	17,653	18,536	19,463	20,436
Collection System Operator [1]	26	6,915	7,260	7,623	8,005	8,405	8,825
Collection System Operator I [1]	30	7,265	7,628	8,009	8,410	8,830	9,272
Collection System Operator II	34	7,633	8,014	8,415	8,836	9,277	9,741
Collection System Operator III	40	8,219	8,630	9,062	9,515	9,991	10,490
Collection System Operator Lead	46	8,851	9,294	9,759	10,247	10,759	11,297
CMMS Technician	43	8,529	8,955	9,403	9,873	10,367	10,885
District Engineer	101	16,823	17,664	18,547	19,474	20,448	21,471
District Inspector	57	10,138	10,645	11,177	11,736	12,323	12,939
Executive Assistant / Board Secretary	85	14,419	15,140	15,897	16,691	17,526	18,402
Electrical Instrumentation Technician	58	10,265	10,778	11,317	11,883	12,477	13,101
Environmental Services Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Grant Management and Procurement Specialist	55	9,891	10,385	10,905	11,450	12,022	12,624
Laboratory Analyst-in-Training [1]	40	8,219	8,630	9,062	9,515	9,991	10,490
Laboratory Analyst I [1]	44	8,636	9,067	9,521	9,997	10,497	11,021
Laboratory Analyst II	52	9,532	10,009	10,509	11,034	11,586	12,165
Laboratory Analyst III	64	11,054	11,607	12,187	12,797	13,436	14,108
Maintenance Supervisor	73	12,352	12,970	13,619	14,299	15,014	15,765
Plant Manager	99	16,412	17,233	18,095	18,999	19,949	20,947
Plant Operator-in-Training [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Plant Operator I [1]	38	8,019	8,420	8,841	9,283	9,747	10,234
Plant Operator II	46	8,851	9,294	9,759	10,247	10,759	11,297
Plant Operator III	54	9,770	10,259	10,772	11,310	11,876	12,470
Plant Operator Lead	60	10,522	11,048	11,600	12,180	12,789	13,428
Plant Operations Supervisor	74	12,507	13,132	13,789	14,478	15,202	15,962
Senior Engineer	89	15,050	15,803	16,593	17,422	18,294	19,208
Skilled Maintenance Worker I [1]	34	7,633	8,014	8,415	8,836	9,277	9,741
Skilled Maintenance Worker II	46	8,851	9,294	9,759	10,247	10,759	11,297
General Manager [2]	27,838						

How to Use this Pay Scale: Steps 1 through 6 are the regular base wage levels for all positions.
Pay Schedule Salary Increase effective the first full pay period following July 1, 2026.
Longevity Pay is available to eligible represented employees hired prior to 9/7/2023. Represented employees hired after 9/7/2023 are not eligible.
Longevity Pay is available to eligible management employees hired prior to 7/1/2016. Management employees hired after 7/1/2016 are not eligible.
Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees.
Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees.
Additional Longevity Pay equal to 2% is given beginning on the 16th year of employment for eligible management employes.
[1] Employees in entry level classifications are not eligible for longevity pay.
[2] The General Manager position is an executive contract position.
[3] The Civil Engineering Technician position is a temporary part-time position, pay schedule based on 40-hour FTE. Position to be eliminated 1/3/2027.

Resolution No. 2026-2406

Revised / Adopted_____

11/05/2026

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, CASA Workforce Committee, Human Resources/Finance Committee, Operations Control Centers Ad Hoc Committee, Public Information/Public Relations Ad Hoc Committee, Other Reports

LAVROV

Marin Special Districts Association, Human Resources/Finance Committee, Operations Control Centers Ad Hoc Committee, Public Information/Public Relations Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCo, Flood Zone 6, Biosolids Ad Hoc Committee, CASA Energy Workgroup, Sustainability Committee, Other Reports

ROBARDS

NBWRA, Flood Zone 7, Planning and Engineering Committee, Sustainability Committee, San Rafael Meadows Pump Station Project Ad Hoc Committee, Other Reports

YEZMAN

NBWA, CSRMA, Planning and Engineering Committee, Biosolids Ad Hoc Committee, San Rafael Meadows Pump Station Project Ad Hoc Committee, Other Reports

AGENDA ITEM: 8.A.
DATE: NOVEMBER 5, 2026

BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date:_____Name:_____

I would like to attend the _____Meeting

of _____

To be held on the _____ day of _____ from _____ a.m. / p.m. to

_____day of _____ from _____ a.m. / p.m.

Location of meeting:_____

Actual meeting date(s):_____

Meeting Type: (In person/Webinar/Conference)_____

Purpose of Meeting:_____

Meeting relevance to District:_____

Board Directors to register themselves for webinars and meetings and can submit proof of registration to District for reimbursement.

	YES	NO
Request assistance from Board Secretary to register for Conference:	☐	☐

Board Directors to make their own Hotel Reservations and book their own transportation including airfare, taxi and/or shuttles.

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable):_____

Date submitted to Board Secretary:_____

Board approval obtained on Date:_____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

REVISED 09052025

11/05/2026

BOARD AGENDA ITEM REQUESTS

Agenda Item 8.B.

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☑ Verbal Report

☐ Presentation

11/05/2026

Various Industry Articles Discussion

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☐ Verbal Report

☑ Discussion

11/05/2026

CLOSED SESSION

☐ Separate Item to be distributed at Board Meeting

☐ Separate Item to be distributed prior to Board Meeting

☑ Verbal Report – *1 item*

☐ Presentation