Location:

Governing Board Chambers 14306 Park Avenue Victorville, CA 92392 www.MDAQMD.ca.gov



MONDAY, FEBRUARY 24, 2020 10:00 a.m.

TELECONFERENCE LOCATION(S)

San Bernardino County Government Center 385 N. Arrowhead Ave., Fifth Floor San Bernardino, CA 92415

Blythe City Hall, Conference Room A 235 N. Broadway Blythe, CA 92225

Riverside County Administrative Center 4080 Lemon Street, 5th Floor, Conference Room D Riverside, CA 92501

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE LISTED PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE GOVERNING BOARD AT, OR PRIOR TO, THE PUBLIC HEARING.

DUE TO TIME CONSTRAINTS AND THE NUMBER OF PERSONS WISHING TO GIVE ORAL TESTIMONY, PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER. YOU MAY WISH TO MAKE YOUR COMMENTS IN WRITING TO ASSURE THAT YOU ARE ABLE TO EXPRESS YOURSELF ADEQUATELY.

EXCEPT WHERE NOTED, ALL SCHEDULED ITEMS WILL BE HEARD IN THE CHAMBER OF THE GOVERNING BOARD, MOJAVE DESERT AQMD OFFICES, 14306 PARK AVENUE, VICTORVILLE, CA AND THE TELECONFERENCE LOCATION(S). PLEASE NOTE THAT THE BOARD MAY ADDRESS ITEMS IN THE AGENDA IN A DIFFERENT ORDER THAN THE ORDER IN WHICH THE ITEM HAS BEEN POSTED.

CALL TO ORDER 10:00 A.M.

Pledge of Allegiance.

Roll Call.

Items with potential Conflict of Interests — If you believe you have a conflict of interest, please recuse yourself at the appropriate time. If you have a question regarding a potential conflict of interest, please contact District Counsel.

PUBLIC COMMENT

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Name of Case: Michele Baird vs MDAQMD et. al CIVDS 1612446 San Bernardino County Superior Court (Government Code Section 54956.9).
- 2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6). Agency Designated Representative: Brad Poiriez. Employee Organization: Teamsters Local Union No. 1932.

OPEN SESSION

Disclosure of any Reportable action taken in Closed Session; and the Vote and Abstention of every Member Present in the Closed Session

CONSENT CALENDAR

The following consent items are expected to be routine and non-controversial and will be acted upon by the Board at one time without discussion unless a Board Member requests an item be held for discussion under DEFERRED ITEMS.

- 3. Approve Minutes from Regular Governing Board Meeting of January 27, 2020.
- 4. Adopt a Resolution to: 1) Extend the current Memorandum of Understanding ("MOU") with Teamsters Local 1932 ("Teamsters") for employees in the General Unit to June 30, 2025; 2) Authorize conforming changes in terms and conditions, as specified, for exempt employees in the Exempt Compensation Plan ("ECP"); 3) Authorize conforming changes, as specified, in the Personnel Policies and Procedures ("PPP"); and 4) Direct staff actions. Presenter: Brad Poiriez, Executive Director/APCO.
- 5. Amend the MDAQMD Exempt Compensation Plan (ECP) to incorporate changes in specified terms and conditions to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes. Presenter: Brad Poiriez, Executive Director/APCO.

- 6. <u>Amend the MDAQMD Personnel Policies & Procedures ("PPP") to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes. Presenter: Brad Poiriez, Executive Director/APCO.</u>
- 7. Ratify the Board Chair's appointment of members to serve on the Budget Committee and the Personnel Committee for calendar year 2020. Presenter: Brad Poiriez, Executive Director, on behalf of the Governing Board Chair.
- 8. Receive and file the District Activity Report. Presenter: Brad Poiriez, Executive Director/APCO.
- 9. Receive and file the Financial Report for FY20, through the month of December 2019, which provides financial information and budget performance concerning the fiscal status of the District. Presenter: Jean Bracy, Deputy Director Administration and Laquita Cole, Finance Manager.
- 10. Receive and file the Legislative Report for February 2020. Presenter: Brad Poiriez, Executive Director/APCO.

ITEMS FOR DISCUSSION

- 11. DEFERRED ITEMS.
- 12. PUBLIC COMMENT.
- 13. The Annual Financial Report and Management Report (Audit) for Fiscal Year 2018-19 is being presented for receive and file. The audit process is complete and the information is provided to the Governing Board. Presenter: Jean Bracy, Deputy Director Administration and Laquita Cole, Finance Manager.
- 1) Award an amount not to exceed \$800,000.00 in Community Air Protection Funds to Adelanto Elementary School District to replace two (2) diesel school buses with two (2) zero-emission all-electric school buses; (2) authorize the Executive Director/APCO the option to change the funding source if other applicable sources become available; and, 3) authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Jorge Camacho, Grants Specialist.
- 15. Reports: Executive Director.
- 16. Board Members Comments and Suggestions for future agenda items.

In compliance with the Americans with Disabilities act, if special assistance is needed to participate in the Board Meeting, please contact Deanna Hernandez during regular business hours at 760.245.1661 x6244. Notification received 48 hours prior to the meeting will enable the District to make reasonable accommodations.

I hereby certify, under penalty of perjury, that this agenda has been posted 72 hours prior to the stated meeting in a place accessible to the public. Copies of this agenda and any or all additional materials relating thereto are available at the District Office at 14306 Park Avenue, Victorville, Ca 92392 or by contacting Deanna Hernandez at 760.245.1661 x6244 or by email at dhernandez@mdaqmd.ca.gov.

Mailed & Posted on: Tuesday, February 18, 2020.

Approved:

Deanna Hernandez

Deanna Hernandez

The following page(s) contain the backup material for Agenda Item: <u>Approve Minutes from Regular Governing Board Meeting of January 27, 2020.</u>
Please scroll down to view the backup material.

Mojave Desert Air Quality Management District Brad Poiriez, Executive Director 14306 Park Avenue, Victorville, CA 92392-2310 760.245.1661 • Fax 760.245.2699 www.MDAQMD.ca.gov • @MDAQMD



REGULAR GOVERNING BOARD MEETING MONDAY, JANUARY 27, 2020 - 10:00 A.M. MDAQMD OFFICES, BOARD CHAMBERS VICTORVILLE, CA

DRAFT MINUTES

Board Members Present:

Jeff Williams, Chair, City of Needles
Carmen Hernandez, Vice Chair, City of Barstow
Merl Abel, Town of Yucca Valley
Ed Camargo, City of Adelanto
Jim Cox, City of Victorville
Joseph "Joey" DeConinck, City of Blythe
William "Bill" Holland – City of Hesperia
Kari Leon – Town of Apple Valley
Robert Lovingood, San Bernardino County
Daniel Mintz, Sr., City of Twentynine Palms
V. Manuel Perez, Riverside County
Barbara Riordan, Public Member

Board Members Absent:

Dawn Rowe, San Bernardino County

CALL TO ORDER

Chair **JEFF WILLIAMS** called the meeting to order at 10:02 a.m.

Chair **JEFF WILLIAMS** asked Board Member **ED CAMARGO** to lead the Pledge of Allegiance.

Chair **JEFF WILLIAMS** asked for roll call; roll was called.

Election of Chair and Vice-Chair of the Governing Board for 2020:

Chair **JEFF WILLIAMS** called for nominations for Chair of the Governing Board for 2020. Board Member **CARMEN HERNANDEZ** nominated Board Member **JEFF WILLIAMS** for Chair, Seconded by Board Member **WILLIAM HOLLAND**, and being no other nominations, nominations for Chair was closed. By unanimous roll call vote, Board Member **JEFF WILLIAMS** was elected Chair for 2020.

Chair **JEFF WILLIAMS** called for nominations for Vice Chair of the Governing Board for 2020. Chair **JEFF WILIAMS** nominated Board Member **CARMEN HERNANDEZ** for Vice Chair, Seconded by Board Member **BARBARA RIORDAN**, and being no other nominations, nominations for Vice Chair was closed. By unanimous roll call vote, Board Member **CARMEN HERNANDEZ** was elected Vice Chair for 2020.

Items with potential Conflict of Interests – If you believe you have a conflict of interest, please recuse yourself at the appropriate time. If you have a question regarding a potential conflict of interest, please contact District Counsel.

Chair **JEFF WILLIAMS** asked if any members wished to indicate a conflict of interest in regards to any agenda items. No members did so.

Chair JEFF WILLIAMS called for PUBLIC COMMENT - None.

CLOSED SESSION

Upon motion by Board Member ROBERT LOVINGOOD, seconded by Vice Chair CARMEN HERNANDEZ, with twelve AYES votes by Board Members MERL ABEL, ED CAMARGO, JIM COX, JOSEPH "JOEY" DECONINCK, CARMEN HERNANDEZ, WILLIAM "BILL" HOLLAND, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, BARBARA RIORDAN and JEFF WILLIAMS with Board Member DAWN ROWE absent, the board entered into CLOSED SESSION at 10:07 a.m.

Agenda Item 1 – CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Name of Case: Michele Baird vs MDAQMD et. al CIVDS 1612446 San Bernardino County Superior Court (Government Code Section 54956.9).

Agenda Item 2 – CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6). Agency Designated Representative: Brad Poiriez. Employee Organization: Teamsters Local Union No. 1932.

OPEN SESSION - Disclosure of any Reportable Action(s) taken in Closed Session(s); and the Vote and Abstention of Every Member Present in the Closed Session:

The Governing Board reconvened to open session at 10:53 a.m., and District Counsel Karen Nowak stated that the Board met in Closed Session on the above Agenda Items with no reportable action.

<u>CONSENT CALENDAR</u> – It was stated for the record prior to a motion be made on the Consent Calendar that a correction be noted for Agenda Item #7, page 103 of the agenda, first paragraph,

last sentence, last word reads "feasible" and should read "non-feasible" and page 103 of the agenda, third paragraph, last sentence, last word reads "feasible" and should read "non-feasible" and will be corrected for the official record. Chair JEFF WILLIAMS polled the Board to determine if any member wished to pull an item on the consent calendar for discussion. Board Member JIM COX pulled and deferred Agenda Item #4 for discussion. The following consent items were acted upon by the Board at one time without discussion. Upon motion by Board Member ROBERT LOVINGOOD, seconded by Board Member BARBARA RIORDAN, and carried by the following roll call vote, with twelve AYES votes by Board Members MERL ABEL, ED CAMARGO, JIM COX, JOSEPH "JOEY" DECONINCK, CARMEN HERNANDEZ, WILLIAM "BILL" HOLLAND, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, BARBARA RIORDAN and JEFF WILLIAMS, with Board Members MERL ABEL and V. MANUEL PEREZ abstaining on agenda item #3, and with Board Member DAWN ROWE absent, on the Consent Calendar, as follows:

Agenda Item 3 – Approve Minutes from Regular Governing Board Meeting of October 28, 2019. **Approved** Minutes from Regular Governing Board Meeting of October 28, 2019.

Agenda Item 4 – Amend the District's Classification Plan to add two new Class Specification series for positions in Records Management and Communications; assign pay ranges; authorize the Executive Director/APCO to assign and/or promote eligible incumbents, if applicable; and inform the Board regarding other administrative matters. Presenter: Brad Poiriez, Executive Director/APCO.

Agenda item pulled for discussion by Board Member JIM COX, see Agenda Item #10 DEFERRED ITEMS.

Agenda Item 5 – 1) Approve the FY 19-20 Application for Carl Moyer Program Year 22 Funds and authorize its submission to the California Air Resources Board (CARB); 2) Adopt the Resolution attached for the District's continued participation in the Carl Moyer Program; 3) Allocate a maximum of 15% of Mobile Source Emissions Reduction (AB 2766) Program funds to serve as the required match funding for the Carl Moyer Memorial Air Quality Standards Attainment Program (the Moyer Program); and 4) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form. Presenter: Jorge Camacho, Grants Specialist.

1) **Approved** the FY 19-20 Application for Carl Moyer Program Year 22 Funds and authorize its submission to the California Air Resources Board (CARB); 2) **Adopted** the Resolution attached for the District's continued participation in the Carl Moyer Program; 3) **Allocated** a maximum of 15% of Mobile Source Emissions Reduction (AB 2766) Program funds to serve as the required match funding for the Carl Moyer Memorial Air Quality Standards Attainment Program (the Moyer Program); and 4) **Authorized** the Executive Director/APCO and staff to execute the agreement, approved as to legal form. Presenter: Jorge Camacho, Grants Specialist

Agenda Item 6 – Adopt a budget schedule for FY 20-2021. Presenter: Jean Bracy, Deputy Director – Administration.

Adopted a budget schedule for FY 20-2021.

<u>Agenda Item 7 – Receive and file Certification of District Measures to Reduce PM Pursuant to Former Health & Safety Code §39614(d)</u>. Presenter: Alan De Salvio, Deputy Director – Mojave Desert Operations.

Received and filed Certification of District Measures to Reduce PM Pursuant to Former Health & Safety Code §39614(d).

<u>Agenda Item 8 – Receive and file the District Activity Report.</u> Presenter: Brad Poiriez, Executive Director/APCO.

Received and filed the District Activity Report.

Agenda Item 9 – Receive and file the Financial Report for FY20, through the month of November 2019, which provides financial information and budget performance concerning the fiscal status of the District. Presenter: Jean Bracy, Deputy Director – Administration and Laquita Cole, Finance Manager.

Received and filed the Financial Report for FY20, through the month of November 2019, which provides financial information and budget performance concerning the fiscal status of the District.

Agenda Item 10 – DEFERRED ITEMS.

Agenda Item 4 – Amend the District's Classification Plan to add two new Class Specification series for positions in Records Management and Communications; assign pay ranges; authorize the Executive Director/APCO to assign and/or promote eligible incumbents, if applicable; and inform the Board regarding other administrative matters. Presenter: Brad Poiriez, Executive Director/APCO.

Board Member JIM COX wished to clarify how many positions were being recommended by the action; expressed concern about potential budget impacts; and was concerned that this action might be viewed as limiting external recruitment. Board Member ROBERT LOVINGOOD noted that specific measurables required for promotion of the incumbent were not specifically defined in either the agenda item or in the job descriptions. Executive Director Brad Poiriez provided background information and answered questions from the board, indicating that no additional staff were to be added and that the APCO's discretion to require outside recruitment remained intact. Deputy Director – Administration Jean Bracy also assisted with answering questions from the Board. After discussion and upon motion by Board Member DANIEL MINTZ, Sr., seconded by Board Member BARBARA RIORDAN, with ten AYES votes by Board Members MERL ABEL, ED CAMARGO, JOSEPH "JOEY" DECONINCK, CARMEN HERNANDEZ, WILLIAM "BILL" HOLLAND, KARI LEON, DANIEL MINTZ, Sr., V. MANUEL PEREZ, BARBARA RIORDAN and JEFF WILLIAMS, with two NOES votes by Board Members JIM COX and ROBERT LOVINGOOD, and with Board Member DAWN ROWE absent, the board, Amended the District's Classification Plan to add two new Class Specification series for positions in Records Management and Communications; assigned pay ranges; authorized the Executive Director/APCO to assign and/or promote eligible incumbents, if applicable; and informed the Board regarding other administrative matters.

<u>Agenda Item 11 – PUBLIC COMMENT.</u> None.

Agenda Item 12 – Conduct a public hearing to present the 2017 Air Toxics "Hot Spots" Program Annual Report and discuss its content and significance: a. Open public hearing; b. Receive the 2017 Air Toxics "Hot Spots" Program Annual Report; c. Receive public testimony; d. Close public hearing; e. Direct staff actions. Presenter: Alan De Salvio, Deputy Director – Mojave Desert Operations.

Chair **JEFF WILLIAMS opened** the public hearing. Executive Director Brad Poiriez presented the staff report and answered questions from the Board. Deputy Director – Operations Alan De Salvio also assisted with answering questions from the Board. Vice Chair CARMEN **HERNANDEZ** questioned on page 187 of the agenda, Table 5, "How long do we give them to comply, noticed that the most recent notification date was pending." Deputy Director – Operations Alan De Salvio answered that it reflects pending because the health risk assessments are under review either by the District or the Office of Environmental Health Hazard Assessment. Board Member ROBERT LOVINGOOD questioned the overlay impact of the overall assessments. Deputy Director – Operations Alan De Salvio answered that there are some overlay exposure within the area such as smoke from fires but this type of overlay is short-term and the nature of this process is to look at lifetime exposure. Chair JEFF WILLIAMS solicited public comment, being none, Chair JEFF WILLIAMS closed the public hearing. After discussion and upon motion by Board Member BARBARA RIORDAN, seconded by Board Member ROBERT LOVINGOOD, with eleven AYES votes by Board Members MERL ABEL, ED CAMARGO, JIM COX, JOSEPH "JOEY" DECONINCK, CARMEN HERNANDEZ, WILLIAM "BILL" HOLLAND, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., BARBARA RIORDAN and JEFF WILLIAMS, with Board Members V. MANUEL PEREZ and DAWN ROWE absent, the board, directed staff actions.

Agenda Item 13 – Reports:

Special notes from Mr. Poiriez:

- ➤ Congratulated Board Members Jeff Williams and Carmen Hernandez for being elected Chair and Vice Chair for 2020.
- ➤ Hoping to keep same 2019 Fiscal and Personnel Committees for 2020 as long as there are no objections.
- ➤ Congratulated Orlando Salinas for 10 years of service.
- > Staff continues to participate in the SBCOG (San Bernardino Council of Governments) on the "Zero Emission Vehicle Readiness and Implementation Plan"; have begun discussion with City of Victorville on a potential parking/EV location project nearby.
- ➤ Communications Staff continue to engage schools on interest in school flag program currently four schools participating, would like more, encourage schools within Board Members districts to contact District.
- ➤ District notified January 13th that the Town of Apple Valley School District is no longer on wait listed for two all-electric buses; their vouchers were approved, will be almost \$900K in funding from HVIP voucher, \$220K each, CAP Funds \$318,113, AB 2766 Funds \$107,500, CAP Infrastructure \$31,000.
- ➤ Was selected to continue to sit on the CAPCOA Board of Directors for another year representing the medium Districts.

- ➤ Workforce Development continues; nearly done with all classifications expect the remainder to be completed in the next couple of months.
- ➤ Want to highlight information in the agenda backup regarding letters of SIP actions including withdrawal of very old plans that EPA never acted on. This year there will be a flurry of required rule developments pertaining to our New Source Review (NSR) rules, Reasonable Available Control Technology (RACT) rules, and Ozone SIP Planning, not to mention revised fugitive dust rules.
- Next regular scheduled Governing Board meeting February 24, 2020.
- ➤ Legislative Highlight/Update:
 - Legislature convened on January 6, 2020.
 - On January 10, 2020 Governor Newsom releases his 2020-2021 proposed budget; points regarding air are: proposes cutting \$135M from clean transportation; cuts level of funding for FARMER program by \$15M (may go to 0 in revision); no increase in SB 617 implementation funding, in fact, cut in half to \$25M statewide; Governor to propose \$4.75B Climate Resiliency Bond and \$1B Climate Catalyst Fund which will be funded \$250M/year for 4 years from General Fund.
 - Assemblyman E. Garcia wants to introduce a \$4B+ bond as well for environment.
 - Full budget committee and sub-committees have begun formally reviewing the state budget.
 - January 31st is deadline for bills introduced last year to be out of house of origin.
 - Members already introducing bills two to note: SB 802 (Glazer) exempt generators from air requirements during a PSPS event & SB 431 (McGuire) require back-up power at all cell towers for 72 hours, the District currently permit these.
 - February 21st is bill introduction deadline.
 - At Federal level Trump Administration has proposed changes to NEPA to accelerate environmental reviews to speed infrastructure like pipelines and freeways, it is out for 60-day public comment, it would establish time limits, 2 years for and ELS, 1 year for and EA to be completed.

Mr. Poiriez updated the Board of past events:

- January 6th 8th attended CAPCOA Board Retreat and met with CARB Executive Staff; discussed budget challenges; upcoming rule developments and collaboration.
- January 13th was suppose to have a joint meeting with Assemblyman E. Garcia and Wayne Nastri, SCAQMD Executive Officer, to discuss concerns we share moving into 2020 – meeting will be rescheduled.
- O January 14th Conference call with CARB on Railyard Emissions; discussed State's future plans and efforts to reduce locomotive emissions. Barstow is our concern the rail yard has gone from maintenance/classification yard to now include intermodal (this increases emissions) Barstow considered a Disadvantage Community.
- o January 15th met with Union Representative to continue labor negotiations on a proposed contract extension.
- o January 15th participated in the MEEC Board of Directors meeting.

Mr. Poiriez updated the Board of upcoming events:

- o January 27th will participate in WRAP Board Funding Committee meeting;
- o January 29th District will host the next Southwest Exceptional Events Working Group conference call.

Agenda Item 14 - Board Member Comments and Suggestions for Future Agenda Items.

➤ Vice Chair Hernandez commented that she appreciates the Executive Director's updates.

Being no further business, Chair **JEFF WILLIAMS** adjourned the meeting at **11:49 a.m.** to the next Regular Meeting of *February 24, 2020*.

The following page(s) contain the backup material for Agenda Item: Adopt a Resolution to: 1) Extend the current Memorandum of Understanding ("MOU") with Teamsters Local 1932 ("Teamsters") for employees in the General Unit to June 30, 2025; 2) Authorize conforming changes in terms and conditions, as specified, for exempt employees in the Exempt Compensation Plan ("ECP"); 3) Authorize conforming changes, as specified, in the Personnel Policies and Procedures ("PPP"); and 4) Direct staff actions. Presenter: Brad Poiriez, Executive Director/APCO.

Please scroll down to view the backup material.

AGENDA ITEM #4

DATE: February 24, 2020

RECOMMENDATION: Adopt a Resolution to: 1) Extend the current Memorandum of Understanding ("MOU") with Teamsters Local 1932 ("Teamsters") for employees in the General Unit to June 30, 2025; 2) Authorize conforming changes in terms and conditions, as specified, for exempt employees in the Exempt Compensation Plan ("ECP"); 3) Authorize conforming changes, as specified, in the Personnel Policies and Procedures ("PPP"); and 4) Direct staff actions.

SUMMARY: This action will adopt by Resolution the terms and conditions agreed through negotiations with the Teamsters to extend the existing MOU and incorporate negotiated terms and conditions into an MOU; authorize conforming changes in terms and conditions, as specified, for Exempt Employees in the ECP; authorize conforming changes, as specified, in the PPP; and directs staff actions.

BACKGROUND: On August 13, 2019 Management invited the Teamsters to consider extending the current Memorandum of Understanding (MOU), with its terms and conditions, for an additional three years (through June 30, 2025). The term of the exiting MOU is July 1, 2017 through June 30, 2022. The Teamsters agreed to meet and confer regarding the extension. Negotiations began on December 12, 2019. At the subsequent meeting January 15, 2020, a tentative agreement was drafted. On February 3, 2020 the Teamsters acknowledged ratification of the terms of the agreement by its members. The proposed changes generally follow the order as they appear in the MOU and are summarized in Exhibit 1, included.

The personnel management of MDAQMD employees is governed by several documents: Nonexempt employees represented by the Teamsters Local 1932 periodically negotiate the terms and conditions of the Memorandum of Understanding (MOU) between the MDAQMD and the Teamsters Local 1932. Exempt employees are covered by the Exempt Compensation Plan (ECP), the written description of benefits, compensation and special provisions. Finally the MDAQMD Personnel Policies and Procedures (PPP) is the written description of terms and conditions of employment for all employees.

AGENDA ITEM #4

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A background discussion and description of the specific changes are included in **Exhibit 1** and a Redline version of the MOU is attached as **Exhibit 2**.

REASON FOR RECOMMENDATION: Governing Board action is necessary to approve an agreement with the Teamsters Local 1932 and to authorize conforming changes to the Exempt Compensation Plan and Personnel Policies & Procedures documents.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about February 10, 2020.

FINANCIAL DATA: This negotiated extension adds three years to the current agreement, ending June 30, 2025. Associated cost adjustments, as noted in Exhibit 1, will be incorporated into relevant budgets for FY 2023, 2024, and 2025.

PRESENTER: Brad Poiriez, Executive Director/APCO.

AGENDA ITEM #4

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Exhibit 1 Labor Negotiations

Memorandum of Understanding

District employees in nonexempt positions are represented by Teamsters Local 1932. The term of the exiting MOU is July 1, 2017 through June 30, 2022. Negotiations with the Teamsters led to a tentative agreement to extend the MOU to June 30, 2025. On February 3, 2020 the Teamsters acknowledged ratification of the terms of the agreement by its members. The proposed changes, summarized below, generally follow the order of the MOU.

Proposed Changes

The proposed MOU extends the current MOU which became effective July 1, 2017. But for a few administrative items, the terms of the 2017-2022 MOU remain intact. Various terms were negotiated for the period of the extension, as noted in the summary below. The term of the extension begins July 1, 2022 and expires June 30, 2025. The Teamsters must be notified not later than March 7, 2025 of Management's intent to negotiate a successor agreement.

- 1. Section 5. The Teamsters proposed to revise the language for **Management-Labor meetings** from monthly to quarterly/as needed, reflecting the current practice.
- 2. Section 11.1.2. Short Term Disability. The language in the MOU was revised to incorporate a previously approved Side Letter Agreement dated February 14, 2019. This **administrative** item clarified that the short term disability benefit provided employees would be set according to the California Employer Development Department (EDD) and never be less than 55% of an employee's salary. The District provides a third party sick leave benefit and does not participate in California's State Disability Insurance (CSDI) program.
- 3. Section 15. Retirement. The **shift to reduce the District's "pickup"** of up to 7% of the employee's required contribution began in July 2017. In this proposal Management proposed to accelerate the shift in the first year of the extension (July 1, 2022) and cap the employee's payment of their contribution at 12%. The cost savings to the District are estimated to be \$308,517 for the three years of the extension. The proposal uses the estimated savings to fund wage increases over the three years of the extension (refer to No. 6 below).
- 4. Section 17.4 Tuition and Professional Organizational Dues Reimbursement. Annually unused funds budgeted for tuition reimbursement are rolled into an accumulative pool. Management proposed to cap the pool at \$20,000 and transfer \$45,000 of the currently accumulated pool from the pool to the General Fund. A portion of this transfer will fund increasing the cell phone stipend during the last year of the existing MOU (refer to No. 9 below).
- 5. Section 18.3 Personal Protective Equipment Enhancement. The tentative agreement increases the allowance from \$130 per year to \$250 per year, to be implemented July 1,

AGENDA ITEM #4

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- 2022. This is used to fund personal safety equipment for employees, such as safety boots and prescription glasses.
- 6. Section 19 Wages. The tentative agreement proposes wage increases in each of the three years of the extension: 5% effective July 1, 2022; 1.5% effective July 1, 2023; and 1.5% effective July 1, 2024. The cost to the District is estimated to be \$317,129 for the three years of the extension. Shifting the cost of the employee required contribution for retirement, as noted in No. 3 above, will effectively fund these wage increases.
- 7. Section 20.1 Salary Adjustment. The language in the MOU was revised to incorporate a previously approved Side Letter Agreement dated August 13, 2019. This is an **administrative** item that recognizes changing the performance evaluation scoring from "1 to 5" to "1 to 3;" which is part of the overall internal revisions to the performance evaluation program.
- 8. Section 26.2 Vacation and (new) 27 Holiday Leave Cash Out. This **administratively incorporates** Governing Board Resolution 17-09 adopted June 26, 2017 allowing nonexempt employees to convert to cash accrued leave at any time with pre-election. It also updates the holiday accrual rate to 9 hours as previously stated in the PPP dated September 25, 2017.
- 9. Section 28.1 Cell Phone Stipend. The tentative agreement proposes **increasing the cell phone stipend** from \$125 paid one time annually to \$300 per year paid equally by payperiod. In exchange for capping the Tuition Reimbursement pool (No. 4, above), this condition will be implemented July 1, 2021, the final year of the existing MOU.
- 10. Section 29 Holiday Closure. Management proposes the **District offices will close during the holiday period** on or about December 23 to January 3 (dates will vary based on the actual calendar days). The District will compensate for two of the business days closed. By observing holidays on business days that are scheduled on weekends or flex days, employees will not be required to use personal accrued time in the first or second year (December 2022 and 2023), but in the third year (December 2024) will be required to use three days of accruals. Management has agreed to work with any new employees with insufficient accruals to avoid undue hardship for such employees.
- 11. Section 34. Duration of Agreement. This language **resets the end date** of the Agreement to June 30, 2025 and inserts target dates for notification to either party for future years.
- 12. Salary Schedule Effective 7-1-2021. The correct table has been inserted reflecting the 2.5% wage increase as noted in Section 19.

<u>Corresponding and Conforming Changes to the Exempt Compensation Plan (ECP)</u> Employees in the Exempt Groups are not represented by Teamsters or any other recognized organization and are covered by the ECP. This recommendation includes authorizing similar applicable changes in terms and conditions as those negotiated for employees in the General Unit

AGENDA ITEM #4

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for employees in the Exempt Groups. These applicable terms and conditions will be incorporated into the ECP and presented as a separate item during this meeting.

<u>Corresponding and Conforming Changes to the Personnel Policies & Procedures (PPP)</u>
A conforming change to remove duplicative provisions, namely the Holiday accrual rate will be presented as a separate item during this meeting.

RESOLUTION

A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT TO EXTEND THE CURRENT MEMORANDUM OF UNDERSTANDING ("MOU") WITH TEAMSTERS LOCAL 1932 FOR REPRESENTED EMPLOYEES IN THE GENERAL UNIT EFFECTIVE JULY 1, 2017 AND EXTENDING THE TERM TO JUNE 30, 2025; AUTHORIZE CONFORMING AMENDMENTS IN THE EXEMPT COMPENSATION PLAN ("ECP") AND THE PERSONNEL POLICIES & PROCEDURES ("PPP"); AND DIRECT STAFF ACTIONS.

On February 24, 2020, on motion by Member _______, Seconded by Member ______, and carried, the following resolution is adopted:

WHEREAS, the Mojave Desert Air Quality Management District (MDAQMD) was created by statute (1992 Ch. 642; Health & Safety Code §§41200 et seq.) and commenced operations on July 1, 1993 (Health & safety Code §41212); and

WHEREAS, the Governing Board of the MDAQMD has the authority and responsibility to do such acts as may be necessary or proper to execute the powers and duties granted to, and imposed upon the MDAQMD (Health & Safety Code §40702); and

WHEREAS, the Governing Board has the authority and responsibility to employ necessary staff to carry out its powers and duties (Health & Safety Code §41260(a)); and

WHEREAS, on August 25, 1993, the Governing Board adopted Resolution 93-08, Establishing Rules and Regulations Relating to Employer-Employee Relations, also referred to as "Local Rules;"

WHEREAS, on September 26, 2016 the Governing Board by Resolution 16-05 recognized the Teamsters Local 1932 (Teamsters) as the representative employee organization for the MDAQMD employees in the General Unit; and

WHEREAS, on June 12, 2017, by Resolution 17-07, the Governing Board adopted the Memorandum of Understanding (MOU) for the period July 1, 2017 through June 30, 2022; and

WHEREAS, on November 27, 2000 the Governing Board adopted the Exempt Compensation Plan (ECP) to establish the compensation plan for Exempt Employees and has subsequently amended it with the last amendment adopted August 26, 2019; and

WHEREAS, on March 2, 1995 by Resolution 95-08 the Governing Board adopted the MDAQMD Personnel Policies & Procedures (PPP) to govern the employment relationship and to

RESOLUTION

1 2

provide certain terms and conditions of employment for all employees and has subsequently amended it with the last amendment adopted September 25, 2017 by Minute Action; and

WHEREAS, the Executive Director/APCO has negotiated with the Teamsters an extension to the term of the MOU, including "the terms and conditions relating to wages, salaries, benefits and working conditions" (hereinafter referred to as "terms and conditions") for employees in the General Unit for the period July 1, 2017 extended through June 30, 2025; and

WHEREAS, on January 27, 2020, the Governing Board reviewed the proposed terms and conditions for employees in the General Unit and directed the development of a Memorandum of Understanding (MOU) to be placed on the Agenda for deliberation and action by the Governing Board, subject to ratification by the employees of the General Unit; and

WHEREAS, on February 3, 2020 the employees of the General Unit notified Management of the ratification of the proposed terms and conditions; and

WHEREAS, except as provided in the terms and conditions set forth in the MOU for the period July 1, 2017 extended through June 30, 2025, attached hereto as Exhibit 2, all other benefits and terms and conditions of employment for General Unit that exist under the MOU shall remain unchanged; and

WHEREAS, exempt employees are not represented by the Teamsters or any other recognized association and are covered by the ECP; and

WHEREAS, the Executive Director recommends the applicable changes in terms and conditions as those negotiated for employees in the General Unit be applied to the terms and conditions for Exempt Employees; and that these applicable terms and conditions be added to the ECP and approved by the Governing Board in a separate action; and

WHEREAS, the Executive Director recommends applicable changes to the PPP for consistency with the MOU and the ECP, and approved by the Governing Board in a separate action.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the MDAQMD hereby approves and adopts the MOU for the period July 1, 2017 extended through June 30, 2025, for the General Unit, attached hereto as Exhibit A and incorporated herein by reference.

	RESOLUTION		
1	BE IT FURTHER RESOLVED, that the Governing Board of the MDAQMD hereby authorizes		
2	amendments to the ECP for the Exempt Employees, and PPP for all employees in separate action(s).		
3	BE IT FURTHER RESOLVED , that this resolution shall take effect immediately upon adoption.		
4	PASSED, APPROVED AND ADOPTED by the Governing Board of the Mojave Desert Air		
5 6	Quality Management District by the following vote: AYES: MEMBER:		
7	NOES: MEMBER:		
8 9	ABSENT: MEMBER:		
10	ABSTAIN: MEMBER:		
11			
12	STATE OF CALIFORNIA)		
13 14) SS: COUNTY OF SAN BERNARDINO)		
15			
16			
17	I, Deanna Hernandez, Senior Executive Analyst of the Mojave Desert Air Quality Management		
18	District, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the		
19	same appears in the Official Minutes of said Governing Board at its meeting of February 24, 2020.		
20			
21	Deanna Hernandez		
22	Senior Executive Analyst Majaya Desert Air Quality Management District		
23	Mojave Desert Air Quality Management District		

Exhibit 2





MEMORANDUM OF UNDERSTANDING BETWEEN THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT AND THE

TEAMSTERS LOCAL 1932

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MEMORANDUM OF UNDERSTANDING BETWEEN THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT AND THE TEAMSTERS LOCAL 1932

INTRODUCTION

1. <u>IMPLEMENTATION</u>

- 1.1. This Memorandum of Understanding, also referred to as Agreement, made and entered into this 1st-24th day of July 2017 February 2020, by and between representatives of the Mojave Desert Air Quality Management District, hereinafter referred to as District, and the Teamsters Local 1932, hereinafter referred to as Union, constitutes a mutual recommendation to be submitted to the District's Governing Board. This Memorandum of Understanding shall not be binding upon the parties, in whole or in part, unless and until the Governing Board formally approves this Memorandum of Understanding.
- 1.2. For the purpose of Flexible Benefit Plan and Wages herein, whenever any specific date is mentioned for the commencement of new benefits or wages, such new benefits or wages shall take effect on the first day of the pay period beginning on or after the mentioned date.

LABOR/MANAGEMENT PROVISIONS

2. ACCESS TO WORK LOCATIONS

- 2.1. The parties recognize and agree that in order to maintain good employee relations, it may be desirable for labor relations representatives of the Union to confer with District employees during working hours.
- 2.2. Therefore, Union Representatives may be granted access to work locations during regular working hours to meet with employees. The Union Representatives may be granted access upon obtaining authorization from the Air Pollution Control Officer, hereinafter referred to as APCO, or designated management representative prior to entering a work location. However, the APCO or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of District operations. The APCO shall not unreasonably withhold timely access to work locations. The APCO shall ensure that there is at all times someone designated who shall have full authority to approve access.
- 2.3. If a request is denied, the APCO or designated management representative shall establish a mutually agreeable time for access to the employees. Said mutually agreeable time need not be during working hours.

3. <u>UNION STEWARD</u>

3.1. The employee selected by the Union to act as the Union representative shall be known as the Steward. There will be other Union Stewards who may represent employees. The name of the

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employee selected as Steward, and the names of other Union Stewards who may represent employees, shall be certified, in writing, to the District by the Union.

3.2. The Union Steward employed by the District shall be entitled to devote a reasonable amount of time per month to Union business without loss of pay. Prior to participating in such business, the Steward shall first obtain authorization from the employee's immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of District operations. If the request is denied, the immediate supervisor will establish a reasonable alternate time, convenient to the parties, when the representative can be released from their work assignment. Additional time off, without pay, may be granted to the Union Steward at the sole discretion of management.

4. <u>USE OF DISTRICT RESOURCES</u>

4.1. The Union will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during nonworking hours, provided the space for such meetings can be made available without interfering with District needs. Permission to use District facilities must be obtained by the Union from the APCO. The Union shall be held fully responsible for any damages to, and the security of, any District facilities that are used by the Union.

5. LABOR-MANAGEMENT TASK FORCE

5.1. Union representatives shall meet with management representatives of the District at least monthly on a quarterly basis/or as needed (starting the month after Board approval of the extension) to discuss matters pertinent to this Agreement and to address other issues of concern. Meetings shall be held at a mutually agreeable time and place. The Union may designate three employees to attend these meetings for up to two hours without loss of pay. Specifically excluded from such meetings will be subjects under the grievance procedure and mandatory subjects of bargaining. [Teamsters proposal, clarified reference in italics]

6. BULLETIN BOARDS

- 6.1. The District will furnish a reasonable portion of existing bulletin board space, or allow the Union to install a bulletin board, for notices of the Union. Only areas designated by the APCO may be used for the posting of notices. Bulletin boards shall only be used for the following notices:
 - 6.1.1. Scheduled Union meetings, agendas, and minutes;
 - 6.1.2. Information on Union elections and results:
 - 6.1.3. Information regarding Union social and recreational events, and related news bulletins;

MOU 2

- 6.1.4. Correspondence regarding official business of the Union, including reports of committees or the Governing Board.
- 6.2. The Union may utilize the District's interdepartmental mail system. The Union holds the District harmless against any loss or delays in delivery.
- 6.3. The Union agrees that materials posted on any bulletin board shall contain no derogatory or offensive comments regarding the District or employees or others associated with the District, or the District's activities.

7. <u>DUES DEDUCTIONS</u>

- 7.1. The District shall deduct one month's current and periodic Union dues and premiums for insurance plans sponsored by the Union from the wages and/or paid leave benefits of each employee who voluntarily executes and delivers to the District a payroll deduction authorization form.
- 7.2. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.
- 7.3. In the case of an employee who is in a non-pay status during only part of the pay period, and earnings are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over dues.
- 7.4. An employee's authorization for payroll deduction may be canceled at any time by written notice from the employee to the District, with a copy to the Union. An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the District. The Union may, upon not less than 30 days written notice to the District, irrevocably suspend operation of section 7.1 of this article.
- 7.5. The aggregate amount of such deductions by the District shall be transmitted monthly to the Union. The Union shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of deduction of Union dues. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.
- 7.6. The District shall furnish the Union with a list, each month, indicating the dues deducted from the pay of any representation unit employee.
- 7.7. The Union shall, upon presentation of proper invoices, reimburse the District for the actual cost of all lists and services referred to in this article.

BENEFITS

8. EXPENSE REIMBURSEMENT

8.1. Travel Via Private Vehicle.

8.1.1. Reimbursement for use of privately owned vehicles to conduct District business, approved by the APCO or designee, shall be at the rate published periodically by the U.S. Internal Revenue Service as the Standard Mileage Rate per mile for all miles driven. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private vehicle, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private vehicles used on District business. The owner of a vehicle is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

8.2. Meals and Expenses.

- 8.2.1. Per diem allowances for lodging and meals shall not be allowed without prior approval of the APCO or designee as necessary for the purposes of conducting District business. Excess charges greater than the allowances listed in the paragraphs below may be authorized under special conditions, such as a convention requirement or in an area of high cost. Receipts are mandatory to obtain reimbursement for all lodging.
- 8.2.2. The allowance for meals and incidental expenses is the amount as published in the most recent GSA Per Diem Rates currently located at https://www.gsa.gov/perdiem. Receipts will be required for meal purchases exceeding the limits for the region where the travel occurred.

9. FLEXIBLE BENEFIT PLAN

- 9.1. Each full-time employee in the General Unit shall be entitled to a total monthly benefit not less than \$910 for the medical, dental and other insurance programs as set forth the MDAQMD Flexible Benefit Plan. [The Flexible Benefit Plan dollars in place when the cost sharing calculation was negotiated in 2009 were \$910]
- 9.2. Calculating the Flexible Benefit Plan Dollars. About August 31 each year, or as soon as benefit cost information is available from CalPERS, the District shall calculate 80% of the premium required by the Kaiser HMO Family plan (for Los Angeles Area Region including Los Angeles, San Bernardino and Ventura counties) offered for regular employees and families under the District's plan with CalPERS ("-Flexible Benefit Plan Dollars"). The "Flexible Benefit Plan Dollars" shall be implemented on or about payperiod 25. The calculation of premium required and implementation shall be performed according to the following schedule:
 - On or about August 31, 2017 adjustments will be calculated for the Flexible Benefit Plan Dollars and will be implemented on or about PP25/2017;

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- On or about August 31, 2018 adjustments will be calculated for the Flexible Benefit Plan Dollars and will be implemented on or about PP25/2018;
- On or about August 31, 2019 adjustments will be calculated for the Flexible Benefit Plan Dollars and will be implemented on or about PP25/2019;
- On or about August 31, 2020 adjustments will be calculated for the Flexible Benefit Plan Dollars and will be implemented on or about PP25/2020;
- On or about August 31, 2021 adjustments will be calculated for the Flexible Benefit Plan Dollars and will be implemented on or about PP25/2021.
 - 9.2.1. Example 1: In August, CalPERS informs the District regarding the premium amounts for District plans for the next calendar year. The monthly premium required for the Kaiser Family HMO plan (in the Los Angeles Area Region) is \$1,200. Calculate 80% of \$1,200 = \$960. On or about payperiod 25 the Flexible Benefit Plan dollars will be adjusted to \$960 until the next premium rate change is issued by CalPERS.
 - 9.2.2. Example 2: In the following year, CalPERS informs the District that the premium amount for the Kaiser Family HMO plan (in the Los Angeles Area Region) is \$1,190. Calculate 80% of \$1,190 = \$952. Then on or about payperiod 25 the Flexible Benefit Plan dollars would be adjusted to \$952.
 - 9.2.3. Example 3: In the following year, CalPERS informs the District that the premium amount for the Kaiser Family HMO plan (in the Los Angeles Area Region) is \$1,125. Calculate 80% of \$1,125 = \$900. Then on or about payperiod 25 the Flexible Benefit Plan dollars would be adjusted to \$910 (the minimum Flexible Benefit Plan dollars).
- 9.3. Any funds not used for the purchase of medical, dental, and other insurance programs shall be paid to the employee as taxable wages.
- 9.4. In the event health care reform crafted by the State of California and/or the Federal government is imposed in such a manner that such reform impacts these agreed upon matters regarding the Flexible Benefit Plan, and such reform is imposed before the end of the term of this agreement, management reserves the privilege of re-opening the MOU at that time to discuss the effects of only those new requirements.

10. DEPENDANT CARE ASSISTANCE PLAN & MEDICAL SPENDING ACCOUNT

- 10.1. Dependent Care Assistance Plan:
 - 10.1.1. Employees in regular positions scheduled for a minimum of forty one (41) hours per pay period are eligible to participate in the Dependent Care Assistance Plan. DCAP allows eligible employees to elect to receive dependent care assistance benefits which are excludable under Sections 125 and 129 of the Internal Revenue Code, as amended. DCAP exclusions from gross income do not affect compensation for retirement purposes.

10.1.2. Employees shall be eligible to participate the first day of the month following thirty (30) days from the date they submit their enrollment. An employee must contribute to DCAP through salary reduction on forms approved by Administrative Services. An employee election to participate may not be changed for the remainder of the plan year, except to the extent permitted under IRS regulations.

10.2. Medical Spending Accounts

10.2.1. The District has established a program for purposes of allowing employees to contribute to a tax exempt savings account for reimbursing medical and other allowable expenses pursuant to the provisions of applicable law and described in Article X of the MDAQMD Flexible Benefit Plan.

11. SHORT-TERM DISABILITY & WORKER'S COMPENSATION

11.1. Short Term Disability

- 11.1.1. The District will provide short-term disability insurance -for each employee who works forty-one (41) hours or more per pay period as described below.
- 11.1.2. The short-term disability insurance plan coverage shall include a provision for a fourteen (14) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be equal the current benefit amount set forth by the State of California Employment Development Department (EDD) and never be calculated at less than 55% to fifty five percent (55%) of the base salary. up to a maximum benefit of \$959.00 (nine hundred fifty nine dollars) per week. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the District, or after fifty two (52) weeks of disability, whichever occurs first. Other benefit conditions shall be determined by the District and/or the provider of the benefit. [Incorporates a Side Letter Agreement dated 2-14-2019 with clarified reference in italics]

11.2. Workers' Compensation

- 11.2.1. Workers' compensation insurance is provided for all employees of the District. Employees shall receive a maximum of three (3) consecutive days of paid leave, with no charge to sick leave or vacation leave, following an occupational injury or illness, provided the leave is authorized in a bona fide off-work order and the injury or illness qualifies for coverage under the California Workers' Compensation Act.
- 11.2.2. Upon request, the employee may continue to receive their regular pay during periods of disability due to an illness or injury covered under the California Workers' Compensation Act by supplementing workers' compensation benefit payments with accrued sick leave or vacation pay. Under this policy, an employee may coordinate benefits with accrued sick leave and vacation leave to receive payment equivalent to

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regular salary per pay period. In no event shall an employee receive more than their regular salary by means of this process.

12. LIFE INSURANCE

- 12.1. The District agrees to pay the premium for a Fifty Thousand Dollar (\$50,000.00) term life insurance policy for each employee in the General Unit. This benefit shall only apply to regular full-time employees.
- 12.2. The District will also make available to each employee in the General Unit a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one times or two times the employee's annual gross earnings, subject to the approval of the provider of such benefit.
- 12.3. New employees shall become eligible to participate in these programs on the start of the pay period following the completion of thirteen (13) pay periods of satisfactory performance.

13. EMPLOYEE ASSISTANCE PROGRAM

13.1. The District agrees to provide an assistance program that is available to provide confidential counseling to any employees in the General Unit who requests such services.

14. LEAVE DONATION PROGRAM

14.1. General

14.1.1. Full time, regular employees may voluntarily donate their accrued leave to another eligible employee experiencing a serious health condition or whose immediate family member is experiencing a serious condition. The district recognizes that there are occurrences brought about by prolonged medical conditions that cause employees to exhaust all available leave and, therefore, must be placed on leave without pay. It is recognized that such employees forced to go on leave without pay could be without their regular salary income and medical benefits at the most critical point in their work life.

14.2. Eligibility for Program

- 14.2.1. A voluntary donation of leave from one employee to another may be permitted for the purpose of providing a full time, regular employee with paid sick leave time for the care of themselves, or an immediate family member, who is experiencing a serious health condition as determined by a physician or other qualified health care provider.
- 14.2.2. An employee is eligible to receive voluntary donations of leave when all of the following conditions have been met:
- 14.2.3. The employee who is, or whose immediate family member is, experiencing a serious health condition provides documentation of such serious health condition as

verified by a qualified health care provider. Employees are eligible to receive leave donations where they (or their immediate family member) have, are, or are expected to experience a serious, catastrophic or unforeseen illness, injury or impairment that meets both of the following criteria: a) has caused or is likely to cause, the employee to take leave without pay; b) requires continuing treatment or supervision by a licensed health care provider. The definitions and documentation of catastrophic or unforeseen illness, injury or impairment will be interpreted and documented in accordance with the provisions of Family Medical Leave Act (FMLA).

- 14.2.4. The employee receiving donated leave has exhausted, or soon will exhaust, all accrued leave such as vacation leave, comp time, sick leave, holiday leave, and/or administrative leave, if applicable. Employees in these situations must make application to receive donated sick leave by completing the Application for Donated Leave form developed and issued by Administrative Services.
- 14.2.5. Employees subject to this program and determined eligible to receive donated sick leave are also required to submit a claim for short-term disability. Use of the employee's own accrued leave balance and any donated leave amounts will be coordinated with disability benefits to achieve at or near the equivalent of 80 hours of pay per pay period. Use of donated leave is taxable income to the recipient and subject to withholding as required by law.

14.3. Continuation of Benefits for Employee

14.3.1. Employees who are on an approved medical leave of absence or an approved leave of absence without pay under FMLA will continue to receive benefits as set forth in the PPP Section 5.3 -Continuation of Benefits Coverage.

14.4. Donation Procedure & Limitations

- 14.4.1. Donations of accrued leave time shall be made in minimum increments of four (4) whole hour blocks of time.
- 14.4.2. To retain sufficient accrued leave to meet their own needs, donors contributing accrued leave must not reduce their total accumulated accrued leave balances to fewer than one hundred sixty (160) hours. The donation of leave accrual shall not be counted against the current year accrual and will not, therefore, count against usage for the current year for purposes of the annual sick leave cash out program (Standard Practice 2-9). Donation of accrued leave is irrevocable and will be deducted from the donor's accruals in the pay period following the request. Donated accrued leave will be reimbursed if it has not been used by the end of the recipient's need. Verification, obtained by the APCO or designee, ensuring that these conditions have been met will be done prior to the transfer of time from one employee to another
- 14.4.3. Nothing in this program shall be construed to require donations of time from one employee to another. To emphasize the voluntary nature of the donation, the names of the

MOU 7-1-20172-23-2020 donors will not be made available to the recipient. Recipient employees are expected to refrain from personally soliciting donations from other District employees. However, the APCO or designee may announce a need and offer all District employees the opportunity to contribute. The notice of need shall not be construed as a demand or as an order for employees to contribute. There shall remain confidentiality of employees subject to the receipt of donated leave

- 14.4.4. Employees who wish to donate leave accrual must provide written authorization to the Director of Administrative Services for the transfer of accrual by completing a Leave Donation Form developed and issued by Administrative Services. Administrative Services will confirm the donor has sufficient accrued leave for donation and sufficient leave accruals (particularly sick leave) available for the donating employee to meet their own needs.
- 14.4.5. The accrued leave donated will be converted to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of sick leave at the recipient's base rate of pay. For example: Employee A donates 10 hours of leave at Employee A's rate of pay \$50/hour. Employee B's rate of pay is \$25/hour, therefore the donated leave available to Employee B is 20 hours.
- 14.4.6. Following verification, the donations will be used for the recipient in the order they were received. Once the recipient has exhausted all paid leave, donations will be processed on a pay period by pay period basis. This process will continue until such time as the recipient's status changes and they are no longer eligible for donations, or until no donations are available. When the need is resolved or the process is concluded, any remaining unused donations will be returned to the donor(s).

14.5. Definitions

- 14.5.1. "Immediate family" The husband, wife, father/step, mother/step, brother/step, sister/step, child/step, legally registered domestic partners and legal dependents of the employee receiving the donation of leave.
- 14.5.2. "Serious health condition" An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider which is expected to incapacitate the employee or a member of the employee's immediate family requiring the employee to take time off from work to care for themselves or that family member.
- 14.5.3. Any other definition and or procedure not otherwise defined in this standard practice shall be as defined or set forth in the FMLA and its implementing regulations.

15. RETIREMENT PROGRAM

15.1. Employee Contributions to <u>the San Bernardino County Employees' Retirement</u>
<u>Association ("SBCERA")</u>. The District shall pick up a portion of the required contribution <u>as</u>

periodically established by SBCERA of for each eligible employee, except as set forth in 15.1.3 below, in the General Unit to SBCERA the San Bernardino County Employees' Retirement Association as follows: [Management proposal]

- 15.1.1. For employees hired on or before 6/30/09: The District shall pay ("pick up") the first seven percent (7%) of the employee's earnable compensation, as that term is defined in the County Employees Retirement Law of 1937 ("CERL"), towards the required member contribution. Beginning July 1, 2017 the District pickup shall be reduced by 1%, with further 1% reductions effective July 1, 2018, 2019, 2020, and 2021. Notwithstanding the preceding, the portion of the required member contribution rate paid by employees shall not exceed the member contribution rate established by SBCERA for Tier 2 members, as adjusted from time to time by SBCERA. Notwithstanding further, the member contribution shall not exceed 10% of the employee's earnable compensation. The provisions of this paragraph shall expire on June 30, 2022.
- 15.1.2. For employees hired on or after 7/1/09: Employees shall pay the first seven percent (7%) of the employee's earnable compensation, as that term is defined in the CERL, towards the required member contribution. Beginning July 1, 2017 the employee share shall increase by 1%, with further 1% increases effective July 1, 2018, 2019, 2020, and 2021. Notwithstanding the preceding, the portion of the required member contribution rate paid by employees shall not exceed the member contribution rate established by SBCERA for Tier 2 members, as adjusted from time to time by SBCERA. The District will pick up the balance of the required member contribution. Notwithstanding further, the member contribution shall not exceed 10% of the employee's earnable compensation. The provisions of this paragraph shall expire on June 30, 2022.
- 15.1.3. **Effective July 1, 2022**, for employees hired on or before 12/31/12: Employees shall pay the full amount of their required member contribution rate as determined by SBCERA **not to exceed twelve percent (12%)**. The District will pick up the employee required contribution rate in excess of 12.00%.
- 15.1.43 For employees hired on or after 1/1/13: Employees that are determined to be Tier 2 members by SBCERA shall pay the required member contribution rate as determined by SBCERA. The District will not be responsible for any portion of the required member contribution. This provision shall remain in effect through the term of this agreement and shall not be reversed or invalidated on expiration of the agreement.
- 15.1.54 A new employee hired on or after 1/1/13 who is determined to be a Tier 1 member by SBCERA shall be subject to the same terms set forth in Section 15.1.32.
- 15.2. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 and employees over the age of 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in taxable wages in the amount of the District's retirement contribution.

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15.3. Deferred Compensation

15.3.1 Employees shall be eligible to enroll in the deferred compensation plan offered by the District from the first day of employment. Employees are permitted to specify amounts to be deducted from the employee's paycheck for deposit to the District's deferred compensation account. The MDAQMD Deferred Compensation Plan (457(b)) contains the plan specifics.

15.4. 401(a) Matching Contribution Plan

- 15.4.1 The District has established a 401(a) Matching Contribution Plan. The District will contribute an amount equal to 6% of the employee's salary deferrals made during the prior calendar year to the MDAQMD Deferred Compensation Plan (457(b)). The District's match shall not be applied to catch-up contributions and additional elective deferrals. (See MDAQMD 401(a) Matching Contribution Plan, Article VII).
- 15.4.2 Employees are eligible to be credited the matching contribution when they have elected to participate in the MDAQMD Deferred Compensation Plan. (See MDAQMD 401(a) Matching Contribution Plan, Article VI)
- 15.4.3 Employees are fully vested and shall have a non-forfeitable and vested right to their retirement account (401(a)) following five years of service with the District. (See MDAQMD 401(a) Matching Contribution Plan, Article IX).
- 15.4.5 In no event shall any contribution into the District's 401(a) Matching Contribution Plan exceed the maximum amount allowable by law.

16. <u>RETIREE MEDICAL BENEFIT</u>

16.1. General:

16.1.1. The District agrees to pay to eligible employees in the General Unit, who retire from active service at the MDAQMD, a portion of the premium of CalPers health insurance for the employee and his or her spouse.

16.2. Eligibility:

- 16.2.1. Retiring employee shall be eligible for retiree medical benefits under the following conditions:
- (a) Retiring employee must be enrolled in the District's CalPers health plan at the time of the retirement.
- (b) Retiring employee must have a minimum total of twenty (20) years of public service with any of the member agencies of the District and any air district in California.

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(c) However, -a minimum of ten (10) years must have been served with the District. Years of public service with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265.

16.3. Calculation of Premium Portion:

- 16.3.1. The portion of the premium to be paid shall be calculated as 2% per service year from the date of hire with the District. The date of hire with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265. For those eligible employees hired between 7/1/1993 and 7/1/2009 years of service with a member agency or any air district in California shall be added to District years of service for the purposes of the premium portion calculation.
- 16.3.2. In no case shall the portion of the premium to be paid exceed the Flexible Benefit amount for a full time employee as set forth in Section 9 herein.

16.4. Length of Benefit:

- 16.4.1. Such benefit is payable from the date of retirement to five (5) years, or until the date retiree becomes eligible for Medicare, or until the date retiree discontinues the coverage, whichever occurs first.
- 16.5. For the purposes of Section 16.2.1(b), a "member agency" is defined as a city or county that lies in whole or in part within the boundaries of the District.

17. TUITION AND PROFESSIONAL ORGANIZATION DUES REIMBURSEMENT

- 17.1. The District agrees to maintain a Tuition and Dues Reimbursement Fund for the employees in the General Unit.
- 17.2. Reimbursement from the Fund may be used for tuition or professional dues or both so long as the employee does not use the reimbursement for dues of more than two (2) professional organizations.
- 17.3. Reimbursement is available for each such full-time employee pursuant to "Reimbursement Program" developed and which may be amended by the APCO in coordination with the Labor Management Task Force. Any reimbursement that may exceed the limits of Governing Board Policy 94-1 is subject to the approval of the District's Governing Board.
- 17.4. The District agrees to appropriate to the Fund each fiscal year sufficient sums to make available an aggregate amount equal to Five Hundred Dollars (\$500.00) per each full-time employee in the General Unit. The District also agrees that on June 30 of each year, the amount remaining in the Fund will be moved for separate accounting and allowed to accrue each year, without interest, not to exceed \$20,000, and may be available for withdrawal for tuition reimbursement requests in accordance with Standard Practice No. 2-12, as amended.

 [Management proposal]

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18. PERSONALIZED PROTECTIVE EQUIPMENT ENHANCEMENT

- 18.1. Governing Board Policy No. 96-5 Occupational Illness and Injury Prevention Program ensures District compliance with providing personal protective equipment for all District employees.
- 18.2. Employees are eligible to enhance their personalized protective equipment if their position requires it as part of their field work. If it is uncertain whether an employee will be required to wear enhanced personalized protective equipment, no purchase will be made until it is actually needed. Enhanced personalized protective equipment shall be described as safety shoes and safety prescription eyeglasses.
- 18.3. The maximum benefit available per calendar year will be one hundred thirty Dollars (\$130.00)-. Beginning **July 1, 2022** the maximum benefit available will be two hundred fifty dollars (\$250.00). Employees may purchase any kind of enhanced personalized protective equipment, as described above that will be acceptable at the locations where they will be required to wear them. Employees will be responsible for any amount exceeding \$130.00 (\$250 after July 1, 2022) during the calendar year. [Teamsters proposal, added clarification in italics]
- 18.4. Safety shoes will be replaced when they wear out. New employees whose position require wearing safety shoes will be fitted for safety shoes shortly after they start working for the District. Employees who are in designated job categories will be required to wear safety shoes while on duty in the field.
- 18.5. Safety prescription eyeglasses will be replaced as prescribed by the employee's attending eye care professional.

COMPENSATION

19. **WAGES**

- 19.1. Effective July 1, 2017, the wage rate for each employee in the General Unit will increase **2.0%** as set forth in Exhibit 1 Salary Range Table.
- 19.2 Effective July 1, 2018 the wage rate for each employee in the General Unit will increase **2.0%** as set forth in Exhibit 2 Salary Range Table.
- 19.3 Effective July 1, 2019 the wage rate for each employee in the General Unit will increase **2.0%** as set forth in Exhibit 3 Salary Range Table.
- 19.4 Effective July 1, 2020 the wage rate for each employee in the General Unit will increase **2.5%** as set forth in Exhibit 4 Salary Range Table.
- 19.5 Effective July 1, 2021 the wage rate for each employee in the General Unit will increase **2.5%** as set forth in Exhibit 5 Salary Range Table.

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- 19.6 Effective July 1, 2022 the wage rate for each employee in the General Unit will increase 5.0% as set forth in Exhibit 6 Salary Range Table.
- 19.7 Effective July 1, 2023 the wage rate for each employee in the General Unit will increase 1.5% as set forth in Exhibit 7 Salary Range Table.
- 19.8 Effective July 1, 2024 the wage rate for each employee in the General Unit will increase

 1.5% as set forth in Exhibit 8 Salary Range Table.

 [Management/Teamster Proposals; paragraph numbering reflects continuation]

20. SALARY ADJUSTMENT

20.1. The performance evaluation shall be made up of a list of duties and standards that reflects the employee's position description and duties. Employees will be evaluated based upon these standards as "unsatisfactory," "meets," and "outstanding." Salary increases will be given for performance evaluations rated "meets," "satisfactory," or scored 32.0, or higher on a scale of 1 to 53. The maximum salary adjustment available is 2½% of base hourly rate of pay, as set forth in the appropriate Salary Range Table. [Incorporates a Side Letter Agreement dated 8-13-2019]

21. LONGEVITY AWARD

- 21.1. In pay period one, longevity awards shall be granted to eligible employees in an amount not to exceed 2½% of the annual base pay as calculated in pay period 26 of the prior calendar year subject to:
 - 21.1.1. The employee having reached or passed the top step in their respective pay range on July 1 of the previous calendar year; and
 - 21.1.2. The employee having received a successfully rated performance evaluation as described in section 20.1.

22. OVERTIME AND NIGHT SHIFT DIFFERENTIAL

- 22.1. It is the policy of the District to avoid overtime and night shift work whenever possible. Overtime work shall be used only to supply essential public services or perform necessary duties during emergencies or where performance of overtime work by regular employees is more economical than adding new employees by creation of new regular or temporary position.
- 22.2. Employees of the District shall obtain authorization for overtime prior to commencement of overtime from the employee's immediate supervisor. Failure to obtain such authorization may result in disciplinary action.
- 22.3. Employees of the District required to work overtime are compensated at time and one-half their regular hourly rate of pay for each and every hour worked in excess of forty (40) hours worked in the seven day work week.

- 22.4. Employees of the District called or required to work between 10:00 P.M. and 6:00 A.M. may be eligible for night shift differential. Compliance activities, including but not limited to inspections and investigations, and travel commenced by employees prior to 6:00 A.M. and/or terminating after 10:00 P.M. shall not be eligible for the night shift differential unless the employee's immediate supervisor has designated such compliance activities or travel eligible for night shift differential in writing prior to commencement of the work.
- 22.5. Employees of the District eligible for the night shift differential are compensated at time and one-half their regular hourly rate of pay for each and every hour worked between 10:00 P.M. and 6:00 A.M. provided such work is eligible for the night shift differential as set forth above. Any employee who works between 10 P.M. and 6 A.M. and is eligible for such night shift differential shall be paid for a minimum of four (4) hours of work.

23. COMPENSATORY TIME

- 23.1. An employee may accrue compensatory time in lieu of overtime unless prohibited from doing so by the employee's supervisor. Those employees eligible for compensatory time may accrue such time to a maximum of eighty (80) hours. Compensatory time shall be calculated at one and one-half times the number of hours worked over forty hours during the established work week. Compensatory time must be reported on the employee's time card and submitted to the Administrative Services. Compensatory time used shall also be reported on the employee's time card and submitted to the Administrative Services.
- 23.2. Employees shall be encouraged to use compensatory time as quickly as possible depending on the work load of the assigned department. All compensatory time accrued and not used within the six month period immediately preceding April and October of each year shall be paid off. The APCO may authorize payment in lieu of compensatory time whenever it is impractical or not in the best interests of the District for the employee to make use of the compensatory time off.

24. ASSIGNMENT TO HIGHER CLASSIFICATION

24.1. Upon request from the employee, an employee directed to continuously perform duties in a higher classification shall be entitled to a salary rate increase to the higher classification for the time actually worked in excess of one hundred sixty (160) hours, consecutively, per fiscal year, unless specifically waived by the employee. The employee must demonstrate the ability to perform the duties of the higher level classification in order to qualify for the salary rate increase, which shall commence only after the 160 consecutive hours have been worked in the higher classification.

LEAVE PROVISIONS

25. SICK LEAVE

25.1. Accrual

25.1.1. The accrual rate for sick leave for each full-time employee in the General Unit shall be 3.69 hours per pay period.

25.2. Conversion to Cash:

25.2.1. Any employee may elect to convert to cash at the employee's current hourly rate of pay thirty percent (30%) of the unused sick leave each July that was accrued during the preceding fiscal year provided the subject employee leaves a minimum sick leave balance of one hundred sixty (160) hours. Employees must submit a pre-election agreement to convert sick leave to cash by June 30 of the year before the leave will accrue. For example, an employee must elect by June 30, 2016 to convert 30% of unused sick leave earned from July 1, 2016 – June 30, 2017 to cash in July 2017 if the employee's remaining sick leave balance at the time of conversion will be at least 160 hours.

25.3. Payment Upon Separation:

25.3.1. After ten (10) years of continuous service from the date of hire in a regular position, and upon retirement, death, or separation, an employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation	Cash Payment Percentage of Hours of Sick Leave Balance
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,000 hours	50%

25.4. Vacation Conversion Option.

25.4.1. Any employee may exchange accrued sick leave hours in excess of eight hundred forty (840) hours for vacation time on the basis of two (2) hours of sick leave for one (1) hour of vacation leave. Any such exchange must be made in forty (40) hour increments of accrued sick leave.

26. VACATION

- 26.1. The accrual rate for vacation leave and accrual limits for each full-time employee in the General Unit is as follows:
 - 26.1.1. Accrual of 3.08 hours per pay period during the first four years of continuous employment. Employees shall be allowed to accrue a maximum of two hundred (200) hours vacation during the first four years continuous service.

- 26.1.2. Accrual of 4.62 hours per pay period during the years five through nine of continuous employment. Employees shall be allowed to keep a maximum of two hundred eighty (280) hours vacation during the fifth through ninth year of continuous service; and
- 26.1.3. Accrual of 6.15 hours per pay period following the ninth year through fourteen years of continuous employment. Such employees shall be allowed to keep a maximum of three hundred sixty (360) hours vacation during the ninth through fourteenth year of continuous service.
- 26.1.4. Accrual of 6.46 hours per pay period following the fourteenth year of continuous employment and increasing by 0.3077 hours per pay period each successive year; thereafter of continuous employment up to a maximum of 9.23 hours per pay period. Such employees shall be allowed to keep a maximum of three hundred sixty (360) hours vacation following the fourteenth year of continuous service.
- 26.2 Vacation Cash Out: An employee may cash out vacation time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:
 - 26.2.1 Future Accruals: An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made in increments of not less than 40 hours and may not exceed 160 hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.
 - 26.2.2 Existing Accruals: Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 40 hours and will be subject to a 10% penalty.

27. HOLIDAY LEAVE CASH OUT

- 27.1 An employee may cash out holiday time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:
 - 27.1.1 Future Accruals: An employee must make an irrevocable election during the month of December, specifying the number of hours to be cashed out from the next calendar year's holiday time accrual. Such election must be made in increments of not less than 9 hours and may not exceed 45 hours. Once an election is made, the employee must request that the designated number of hours actually be cashed out by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26. [Conforms to PPP changes 7-1-2017 for holiday accrual rate, conforms to language in the ECP, as amended]

27.1.2 Existing Accruals: Existing accruals may be cashed out in whole hour increments with a minimum cash out of 9 hours and will be subject to a 10% penalty. [Incorporates Governing Board Resolution 17-09 adopted June 26, 2017 for holiday accrual rate, conforms to language in the ECP, as amended]

[Section 27 inserted, the remaining sections are renumbered.]

287. CELL PHONE STIPEND

278.1. A stipend in the amount of \$125 will be paid annually. Beginning January 1, 2021 a stipend in the amount of \$300 annually to be paid out equally by payperiod to employees who choose to use their personal cell phones to conduct any business with the District (including communication with supervisor or co-workers about attendance, etc.). Employees will have to "elect" to receive the stipend and sign a waiver/disclosure that they are permitting District staff to contact them via text or phone and that they understand that some of the information on their personal cell phones may be subject to retention and disclosure under the California Public Records Act. The District will pay the stipend in payperiod 15 for 2017, and payperiod 1 for 2018, 2019, 2020, 2021, and 2022 on presentation of the election agreement.

28.2. If the employee chooses not to use their personal cell phone to conduct any business with the District, then the District shall provide an assigned cell phone for the employee to use. Such cell phone shall have the capability for business necessities. [Teamsters Proposal, clarification for current practice added in italics]

298. EMPLOYEE WELLNESS PROGRAM

289.1. The District will reimburse up to \$240 per year based on evidence of payment via contract or payroll deduction for membership fees paid. Programs may include gym membership, or participation in a wellness activity including but not limited to a weight loss program, or a smoking cessation program. Program qualification will be subject to justification and approval by the APCO. Reimbursement may be lump sum on evidence of payment or per payperiod benefit for recurring contracts.

3029. HOLIDAY CLOSURE

<u>30</u>29.1. District offices will be closed on the following dates without loss of compensation to employees:

2930.1.1. December 27 and 28, 2017.

2930.1.2. December 26 and 27, 2018.

2930.1.3. December 23, 26 and 30, 2019.

- 2930.1.4. December 29 and 30, 2020 and "move" Holiday hours for December 25 (Friday) to Monday December 28.
- 2930.1.5. December 28 and 29, 2021 and "move" Holiday hours for December 24 (Friday) to Monday December 27.

30.2 District offices will be closed on the following dates. Employees will receive compensation for two of the closed working days, as indicated. [Management Proposal]

30.1.1. **December 26 through 30, 2022**;

District pays December 27 and 28;

Observe the **December 24** holiday on December 26, Observe the **December 25** holiday on December 29 and observe **December 31** holiday on December 30.

30.1.2. **December 26 through 29, 2023**;

District pays December 27 and 28;

Observe the **December 24** holiday on December 26, and observe the **December 31** holiday on December 29)

30.1.3. December 23, 2024 through January 2, 2025;

District pays December 26 and 27;

Employees will be required to use **3 days of accrued leave** for the closure.

3031. BEREAVEMENT LEAVE

301.1 When a death occurs in the immediate family, regular employees are entitled up to three days paid (without impact to employee's leave accruals) Bereavement Leave. Bereavement Leave may be used only in the loss of a spouse, domestic partner, children, parents, parents of current spouse, sister, brother, grandparents, step-parents, half-brother, half-sister, sister-in-law, brother-in-law or any individual who may have a true parental relationship to the employee.

324. MANAGEMENT AND EMPLOYEE RIGHTS

342.1. Management Rights

- 342.1.1. In order to insure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District services and therefore the following matters will not be subject to the meet and confer process but shall be within the exclusive discretion of the District:
 - (a) To determine public policy;
 - (b) To determine the merits, necessity or organization of any service or activity conducted by the District;

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- (c) To determine and change the facilities, methods, means and personnel by which the District operations are to be conducted;
- (d) To expand or diminish services;
- (e) To determine and change the number of locations, relocations and types of operations and the process and materials to be employed in carrying out all District functions, including but not limited to, the right to subcontract any work or operation;
- (f) To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the District, to establish and change work schedules and assignments, and to determine and change the days and hours when employees shall work;
- (g) To relieve employees from duty because of lack of work or funds or other legitimate reasons;
- (h) To discharge, suspend or otherwise discipline employees in accordance with established personnel rules;
- (i) To determine job classifications;
- (j) To hire, transfer, promote and demote employees;
- (k) To determine policies, procedures and standards for selection, training, and promotion of employees;
- (l) To establish employee performance standards including but not limited to, quality and quantity standards;
- (m) To maintain the efficiency of District operations;
- (n) To take any and all necessary actions to carry out its missions in emergencies;
- (o) To exercise complete control and secretion over the District's organization and technology of performing its work and services; and
- (p) To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services.

312.2. Employee Rights

31.2.1. Except as otherwise provided by law or by these rules and regulations, employees of the District shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation in matters of employer-employee relations. District employees also have the right to refuse to join or participate in the activities of the employee organization and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by an employee organization because of his or her exercise of these rights. Notwithstanding the above, nothing herein shall be construed as restricting employee organization rights as specified in Section 3502.5 of the Government Code.

323. POLICY PROHIBITING EMPLOYEE HARASSMENT

323.1. Introduction:

- 323.1.1. The District strongly disapproves of any form of unlawful discrimination against its employees. This includes discriminatory harassment of District employees. It can result in high turnover, absenteeism, low morale, and an uncomfortable work environment. Since Federal and State law prohibit harassment, employee harassment may constitute a criminal offense.
- 323.1.2. The District strictly prohibits unlawful harassment. This includes harassment on the basis of sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over forty), marital status, or any other protected class under applicable law.

323.2. Application

- 323.2.1. The policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- 332.2.2. The policy applies to all officers and employees of the District, including, but not limited to, full- and part-time employees, temporary employees, and persons working under contract for the District.
- 323.3. The full text of this policy is recorded in Rule 7 of the PPP.

334. FULL UNDERSTANDING, MODIFICATION, AND WAIVER

- 334.1. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement, for its duration, therefore, constitute the complete and total contract between the District and the Union with respect to wages, hours, and other terms and conditions of employment. Any prior or existing agreements between the parties, whether formal or informal, regarding any such matters, are hereby superseded and terminated in their entirety. Therefore, the District and the Union, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement or within the scope of representation.
- 343.2. Notwithstanding the above, the parties may mutually agree to meet and confer on a specific matter.

345. DURATION OF AGREEMENT

34<u>5</u>.1. Except as herein provided, the terms and conditions of this Memorandum of Understanding became effective at 12:01 a.m. on July 1, 2017 and shall expire at 12:00 midnight on June 30, <u>2022 2025</u>.

MOU 7-1-20172-2<u>3-2020</u> 35.2. If a successor Memorandum of Understanding has not been reached by 12:00 midnight of June 30, 20225 the terms and conditions of this Memorandum of Understanding shall be extended for one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

34<u>5</u>.2<u>3</u>. In the event either party hereto desires to negotiate the provisions of a successor memorandum of understanding, such party shall serve upon the other, 90 days (on or about March 7, 2025) prior to the termination date of this Agreement, its written request to commence negotiations and, to the extent reasonably possible, its full and entire written proposal for such successor memorandum of understanding. Upon receipt of such written notice and proposal, negotiations shall begin thereafter, no later than 60 days (on or about April 6, 2025) prior to the termination date of this Agreement. [Management Proposal; target dates added for clarity.]

IN WITNESS WHEREOF, the parties having entered into this Agreement have caused their authorized representatives to execute this Memorandum of Understanding on this 1st day of July, 201724th day of February 2020.

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT	TEAMSTERS LOCAL 1932
James L. Cox Jeff Williams MDAQMD Governing Board Chair	Barbara Whittington Business Agent, Teamsters Local 1932
Brad Poiriez Executive Director/APCO	Tracy Walters Negotiating Committee
APPROVED AS TO LEGAL FORM	Roseana Navarro Brasington Negotiating Committee
PIERO C. DALLARDA	Daniel Concho

Negotiating Committee

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Special Counsel to the Governing Board

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652 50.95 52.22 53.53 54.87 56.24 57.64 59.08 60.56 62.08 63.63 65.22 66.85 68.52 70.23 71.99 8,831 - 10,760 653 52.22 53.52 54.86 56.23 57.64 59.08 60.56 62.07 63.62 65.21 66.84 68.51 70.23 71.99 73.78 9,051 - 11,028 654 53.53 54.87 56.24 57.64 59.09 60.56 62.07 63.62 65.21 66.84 68.51 70.23 71.99 73.79 75.63 9,278 - 11,028 655 54.86 56.23 57.64 59.08 60.56 62.07 63.62 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.46 9,747 11,876 657 57.64 59.08 60.56 62.07 63.62 65.21 66.84 68.52 70.23 71.98 73.78																	II ′	,
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657 57.64 59.08 60.56 62.07 63.62 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.45 81.44 9,991 12,173 658 59.08 60.56 62.08 63.63 65.22 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.45 83.48 10,241 12,478 659 60.56 62.08 63.63 65.22 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.45 83.48 85.57 10,497 12,478 660 62.07 63.62 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 10,759 13,109 661 63.63 65.22 66.85 68.52 70.23 71.98 73.79 75.63 77.52 79.45 81.44 83.48		56.23	57.64	59.08	60.56	62.07	63.62	65.21	66.84									
659 60.56 62.08 63.63 65.22 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.45 83.48 85.57 10,497 - 12,790 660 62.07 63.62 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 10,759 - 13,109 661 63.63 65.22 66.85 68.52 70.24 71.99 73.79 75.64 77.53 79.47 81.45 83.48 85.56 87.70 10,759 - 13,109 662 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.45 81.44 83.48 85.56 87.70 89.90 92.14 11,029 - 13,438 663 66.85 68.52 70.23 71.98 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 <td></td> <td>57.64</td> <td>59.08</td> <td>60.56</td> <td>62.07</td> <td>63.62</td> <td>65.21</td> <td>66.84</td> <td>68.51</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		57.64	59.08	60.56	62.07	63.62	65.21	66.84	68.51									
660 62.07 63.62 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 10,759 13,109 661 63.63 65.22 66.85 68.52 70.24 71.99 73.79 75.64 77.52 79.47 81.45 83.49 85.58 87.72 89.91 11,029 13,438 662 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.45 81.44 83.48 85.56 87.70 89.90 92.14 11,029 13,438 663 66.85 68.52 70.23 71.98 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.82 11,587 14,117 665 70.23 71.98 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90																	II .	
661 63.63 65.22 66.85 68.52 70.24 71.99 73.79 75.64 77.53 79.47 81.45 83.49 85.58 87.72 89.91 11,029 - 13,438 662 65.21 66.84 68.51 70.23 71.98 73.79 75.63 77.52 79.45 81.44 83.48 85.56 87.70 89.90 92.14 11,029 - 13,438 663 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 11,587 - 14,117 664 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.91 92.15 94.45 96.82 11,877 - 14,471 665 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 666 71.99 73.78 75.63 77.52 7																		
662 65.21 66.84 68.51 70.23 71.98 73.78 75.63 77.52 79.45 81.44 83.48 85.56 87.70 89.90 92.14 11,303 - 13,772 663 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 11,587 - 14,117 664 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.91 92.15 94.45 96.82 11,587 - 14,117 665 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.91 92.15 94.46 96.82 71.99 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 89.90 92.15 94.45 96.81 99.23 101.71 12,477 - 15,203 667																	1	
663 66.85 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 11,587 - 14,117 664 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.44 83.49 85.57 87.71 89.91 92.15 94.46 96.82 11,877 - 14,471 665 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 89.90 92.14 94.45 96.81 99.23 101.71 12,477 - 15,203 666 71.99 73.78 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 12,477 - 15,203 667 73.79 75.63 77.52 79.46 81.45 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 12,789 - 15,583 668 75.64 77.53 79.47 <td></td>																		
664 68.52 70.23 71.99 73.79 75.63 77.52 79.46 81.45 83.49 85.57 87.71 89.91 92.15 94.46 96.82 11,877 - 14,471 665 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 89.90 92.14 94.45 96.81 99.23 101.71 12,477 - 15,203 666 71.99 73.78 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 12,477 - 15,203 667 73.79 75.63 77.52 79.46 81.45 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 12,789 - 15,583 668 75.64 77.53 79.47 81.45 83.49 85.58 87.72 89.91 92.15 94.45 96.81 99.23 101.71 104.26 12,789 - 15,583 669 77.52 79.46 81.44 83.48 </td <td></td> <td>11</td> <td></td>																	11	
665 70.23 71.98 73.78 75.63 77.52 79.46 81.44 83.48 85.56 87.70 89.90 92.14 94.45 96.81 99.23 12,173 - 14,831 666 71.99 73.78 75.63 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 12,477 - 15,203 667 73.79 75.63 77.52 79.46 81.45 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 12,789 - 15,583 668 75.64 77.53 79.47 81.45 83.49 85.58 87.72 89.91 92.16 94.46 96.82 99.24 101.72 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.46 96.82 99.24 101.72 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.5		68.52	70.23	71.99	73.79	75.63	77.52	79.46	81.45	83.49							11,877 -	14,471
667 73.79 75.63 77.52 79.46 81.45 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 12,789 - 15,583 668 75.64 77.53 79.47 81.45 83.49 85.58 87.72 89.91 92.16 94.46 96.82 99.24 101.72 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 106.86 109.53 13,437 - 16,371																		
668 75.64 77.53 79.47 81.45 83.49 85.58 87.72 89.91 92.16 94.46 96.82 99.24 101.72 104.27 106.87 13,110 - 15,974 669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 106.86 109.53 13,437 - 16,371																		
669 77.52 79.46 81.44 83.48 85.57 87.71 89.90 92.15 94.45 96.81 99.23 101.71 104.26 106.86 109.53 13,437 - 16,371																	11	

										No	t attain	able as	of Janu	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	14.39	14.75	15.12	15.50	15.88	16.28	16.69	17.11	17.53	17.97	18.42	18.88	19.35	19.84	20.33	2,494 -	3,039
601	14.75	15.12	15.50		16.28	16.69	17.11	17.53	17.97	18.42	18.88	19.35	19.84	20.33	20.84	2,557 -	3,115
602	15.12 15.49	15.50		16.28 16.68	16.69	17.11 17.53	17.54 17.97	17.98 18.42	18.42 18.88	18.89 19.35	19.36 19.83	19.84 20.33	20.34	20.85 21.36	21.37 21.89	2,621 -	3,194
603 604	15.49	15.88 16.28			17.10	17.53	18.42	18.88	19.36	19.84	20.34	20.84	21.37	21.90	22.45	2,686 - 2,754 -	3,272 3,355
605	16.28	16.69			17.97	18.42	18.88	19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00	2,822 -	3,438
606	16.69	17.11	17.54	17.98	18.43	18.89	19.36			20.85	21.37	21.90	22.45	23.01	23.59	2,893 -	3,525
607	17.11	17.53	17.97	18.42	18.88	19.35	19.84	20.33	20.84	21.36	21.90	22.45	23.01	23.58	24.17	2,965 -	3,613
608	17.53	17.97	18.42	18.88	19.35			20.84		21.89	22.44	23.00	23.58	24.17	24.77	3,039 -	3,702
609	17.98	18.43	18.89		19.84	20.34	20.85			22.45	23.01	23.59	24.18	24.78	25.40	3,116 -	3,797
610 611	18.42 18.88	18.88 19.35			20.34	20.84		21.90		23.01 23.58	23.58 24.17	24.17 24.77	24.78 25.39	25.40 26.02	26.03 26.68	3,193 - 3,272 -	3,891 3,987
612	19.36	19.35				21.90	22.45	22.44	23.58	23.58	24.17	25.40	26.03	26.02	27.35	3,272 -	3,987 4,088
613	19.83		20.84			22.44		23.58		24.77	25.39	26.02	26.67	27.34	28.02	3,438 -	4,189
614	20.33		21.36			23.00		24.17		25.39	26.03	26.68	27.35	28.03	28.73	3,524 -	4,294
615	20.84	21.36	21.90		23.01	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	29.45	3,613 -	4,402
616	21.36	21.90		23.00	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	29.45	30.18	3,703 -	4,511
617	21.89		23.00			24.77		26.02	26.67	27.34	28.02	28.73	29.44	30.18	30.93	3,795 -	4,624
618	22.44				24.77	25.39		26.68		28.03	28.73	29.45	30.19	30.94	31.71	3,890 -	4,740
619 620	23.01 23.58		24.17 24.77	24.78 25.39	25.40 26.03	26.03 26.68	26.68	27.35 28.03		28.73 29.45	29.45 30.18	30.19 30.94	30.94 31.71	31.72 32.51	32.51 33.32	3,988 - 4,087 -	4,859 4,980
621		24.17						28.74		30.19	30.16	31.72	32.51	33.32	34.16	4,087 -	5,105
622	24.78		26.03			28.04	28.74	29.45		30.95	31.72	32.51	33.33	34.16	35.01	4,295 -	5,233
623		26.03				28.73	29.45			31.71	32.51	33.32	34.15	35.01	35.88	4,402 -	5,363
624	26.03	26.68	27.35	28.03	28.73	29.45	30.19	30.94	31.72	32.51	33.32	34.16	35.01	35.88	36.78	4,512 -	5,498
625		27.35			29.45	30.18	30.94		32.51	33.32	34.15	35.00	35.88	36.78	37.70	4,624 -	5,634
626	27.35		28.73	29.45			31.71		33.32	34.15	35.01	35.88	36.78	37.70	38.64	4,740 -	5,775
627	28.03		29.45			31.71		33.31	34.15	35.00	35.88	36.77	37.69	38.63	39.60	4,858 -	5,919
628 629	28.73 29.45		30.18 30.94	30.94	31.71 32.51	32.50	33.31 34.15	34.15 35.01	35.00 35.88	35.88 36.78	36.77 37.70	37.69 38.64	38.63 39.60	39.60 40.60	40.59 41.61	4,979 - 5,104 -	6,067 6,219
630		30.94		32.50		34.15		35.88		37.69	38.63	39.60	40.59	41.60	42.64	5,231 -	6,374
631		31.72	32.51	33.32	34.16	35.01				38.65	39.61	40.60	41.62	42.66	43.72	5,364 -	6,535
632	31.71	32.50	33.31	34.15	35.00	35.88	36.77	37.69	38.63	39.60	40.59	41.60	42.64	43.71	44.80	5,496 -	6,697
633		33.32					37.70			40.59	41.61	42.65	43.72	44.81	45.93	5,634 -	6,865
634	33.32	34.15		35.88		37.70	38.64		40.60	41.61	42.65	43.72	44.81	45.93	47.08	5,776 -	7,037
635 636	34.15 35.01	35.00	35.88 36.78		37.69 38.64	38.64 39.61	39.60 40.60	40.59 41.61		42.65 43.72	43.71 44.81	44.81 45.94	45.93 47.08	47.08 48.26	48.25 49.47	5,919 - 6,068 -	7,212
637	35.88		37.70	38.64	39.60		41.61		42.66 43.72	44.81	45.93	47.08	48.25	49.46	50.70	6,219 -	7,394 7,577
638	36.78			39.61		41.61	42.66		44.81	45.94	47.08	48.26	49.47	50.70	51.97	6,375 -	7,768
639	37.69	38.64				42.65	43.71	44.81	45.93	47.07	48.25	49.46	50.69	51.96	53.26	6,534 -	7,961
640		39.60	40.59	41.61	42.65	43.72	44.81	45.93	47.08	48.25	49.46	50.70	51.96	53.26	54.60	6,697 -	8,160
641	39.60	40.59		42.65	43.72	44.81	45.93			49.46	50.70	51.96	53.26	54.59	55.96	6,865 -	8,364
642	40.59	41.61	42.65	43.71	44.81	45.93	47.07	48.25	49.46	50.69	51.96	53.26	54.59	55.96	57.35	7,036 -	8,572
643		42.65		44.81		47.08	48.25			51.97	53.26	54.60	55.96	57.36	58.79	7,212 -	8,788
644 645					48.26				51.96	53.26 54.60		55.96 57.37	57.36 58.80		60.26 61.78	7,393 - 7,578 -	9,007 9,234
646					49.47					55.97	57.37	58.80	60.27	61.78		7,768 -	9,464
647					50.70					57.36	58.79	60.26	61.77	63.31	64.90	7,961 -	9,700
648					51.96					58.79	60.26	61.77	63.31	64.89	66.52	8,160 -	9,942
649					53.26					60.26	61.77	63.31	64.90	66.52	68.18	8,364 -	
650					54.60					61.77	63.32	64.90	66.52	68.19	69.89		10,446
651 652		51.97			55.97 57.36				61.78	63.32	64.91	66.53	68.19	69.90	71.64		10,708 10,975
653					57.36 58.79					64.90 66.52	66.52 68.18	68.19 69.88	69.89 71.63	71.64 73.42	73.43 75.26		10,975
654				58.80		61.77		64.90		68.19	69.89	71.64	73.43	75.27	77.15		11,531
655							64.89			69.88	71.63	73.42	75.26	77.14	79.07	9,699 -	
656	57.36	58.79	60.26	61.77	63.31	64.90	66.52	68.18	69.89	71.63	73.42	75.26	77.14	79.07	81.05	9,942 -	12,113
657		60.26		63.31			68.18			73.42	75.26	77.14	79.07	81.04	83.07	10,190 -	
658		61.77			66.52					75.26	77.15	79.07	81.05	83.08	85.15	10,446 -	
659				66.52			71.64			77.15	79.07	81.05	83.08	85.15	87.28	10,707 -	
660 661					69.88 71.64			75.26		79.07 81.06	81.04 83.08	83.07 85.16	85.15 87.29	87.28 89.47	89.46 91.71	10,974 - 11,250 -	
662					73.42					83.07	85.15	87.28	89.46	91.69	93.99	11,530 -	
663					75.26					85.15	87.28	89.46	91.70			11,818 -	
664		71.64					81.05			87.28	89.47	91.70	94.00	96.35	98.75	12,114 -	
665	71.63	73.42	75.26	77.14	79.07	81.04	83.07	85.15	87.28	89.46	91.69	93.99	96.34		101.21	12,416 -	
666				79.07				87.28		91.70	93.99	96.34	98.75		103.75	12,727 -	
667					83.07		87.28			93.99	96.34	98.75		103.75		13,045 -	
668 669					85.16 87.28					96.35 98.75	98.76		103.76	106.35 109.00		13,373 - 13,706 -	
670					89.47					101.23				111.74		14,050 -	
<u> </u>	000	55.00	55.15	JU	55.17	J 1	500	55.00	55.15	.01.20	. 55.7 0	. 55.55				,555	,

										No	t attain	able as	of Janua	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MON	THLY
600	14.68	15.04	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79		19.74	20.23	20.74	2,544 -	3,100
601	15.05	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	2,608 -	3,178
602	15.42	15.81	16.21	16.61	17.03	17.45	17.89	18.34	18.79	19.26	19.74	20.24	20.74	21.26	21.79	2,674 -	3,258
603 604	15.80	16.20	16.60		17.44 17.89	17.88 18.33	18.33	18.79 19.26	19.26	19.74 20.24	20.23	20.74 21.26	21.25 21.79	21.79 22.34	22.33 22.90	2,739 -	3,338
605	16.20 16.60	16.61 17.02	17.02 17.45	17.45 17.88	18.33	18.79	18.79 19.26	19.26	19.74 20.23	20.24	21.26	21.26	22.33	22.34	23.46	2,809 - 2,878 -	3,422 3,507
606	17.03	17.45	17.89		18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	2,951 -	3,596
607	17.45		18.33		19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.89	23.47	24.05	24.65	3,024 -	3,685
608	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27	3,100 -	3,776
609	18.34	18.79	19.26			20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	25.28	25.91	3,178 -	3,872
610	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.90	23.47	24.05	24.66	25.27	25.90	26.55	3,257 -	3,968
611	19.26		20.23			-	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	3,338 -	4,067
612 613	19.74 20.23	_	20.74 21.25			22.34 22.89	22.90 23.46	23.47 24.05	24.06 24.65	24.66 25.27	25.27 25.90	25.91 26.54	26.55 27.21	27.22 27.89	27.90 28.59	3,422 - 3,507 -	4,170 4,273
614	20.74					23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	3,595 -	4,380
615	21.26		22.34	22.89	23.47	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	3,685 -	4,490
616	21.79		22.89			24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	30.04	30.79	3,777 -	4,602
617	22.33	22.89	23.46		24.65	25.26	25.90	26.54	27.21	27.89	28.59	29.30	30.03	30.78	31.55	3,871 -	4,716
618	22.89		24.05			25.90	26.55	27.21	27.89	28.59	29.31	30.04	30.79	31.56	32.35	3,968 -	4,835
619	23.47	24.05			25.90	26.55	27.21	27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	4,068 -	4,956
620	24.05 24.66		25.27	25.90		27.21	27.89	28.59	29.30	30.04	30.79 31.56	31.56	32.35 33.16	33.16	33.98	4,169 -	5,079
621 622	25.27	25.27 25.91	25.91 26.55	26.55 27.22	27.22 27.90	27.90 28.60	28.60 29.31	29.31 30.04	30.04	30.79 31.56	31.56	32.35 33.16	33.16	33.99 34.84	34.84 35.71	4,274 - 4,381 -	5,207 5,338
623	25.90		27.21	27.89		29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	4,490 -	5,470
624	26.55	27.22	27.90		29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52	4,602 -	5,608
625	27.21	27.89	28.59			30.79	31.56	32.35	33.16	33.98	34.83	35.70	36.60	37.51	38.45	4,717 -	5,747
626	27.89	28.59	29.31	30.04		31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.41	4,835 -	5,891
627	28.59		30.03		31.55	32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	4,955 -	6,037
628	29.30	30.03			32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	5,079 -	6,188
629	30.04	30.79	31.56		33.16	33.98	34.83	35.71	36.60	37.51	38.45	39.41	40.40	41.41	42.44	5,206 -	6,344
630 631	30.78 31.56					34.83 35.71	35.70 36.60	36.59 37.52	37.51 38.46	38.45 39.42	39.41 40.40	40.39 41.41	41.40 42.45	42.44 43.51	43.50 44.60	5,336 - 5,471 -	6,501 6,666
632	32.34		33.98			36.59	37.51	38.45	39.41	40.39	41.40	42.44	43.50	44.59	45.70	5,606 -	6,831
633	33.15					37.51	38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	5,747 -	7,002
634	33.99	34.84	35.71	36.60	37.52	38.45	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.02	5,891 -	7,178
635	34.83				38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	6,038 -	7,356
636	35.71	36.60		38.46		40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46	6,190 -	7,541
637 638	36.60 37.52	37.51 38.46	38.45 39.42	39.41 40.40	40.40	41.41 42.45	42.44 43.51	43.50 44.60	44.59 45.71	45.70 46.85	46.85 48.03	48.02 49.23	49.22 50.46	50.45 51.72	51.71 53.01	6,343 -	7,729
639	38.45	39.41	40.39		42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	6,503 - 6,664 -	7,923 8,120
640	39.41	40.40		42.44			45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	6,831 -	8,323
641	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	7,002 -	8,531
642	41.40	42.44	43.50	44.59	45.70	46.84	48.01	49.22	50.45	51.71	53.00	54.32	55.68	57.07	58.50	7,177 -	8,744
643	42.44	43.50				48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	59.97	7,357 -	8,963
644							50.45									7,541 -	
645							51.72		54.34	55.69	57.09		59.98	61.48		7,730 -	
646 647							53.01 54.33		55.69 57.08	57.09 58.51	58.51 59.97	59.98 61.47	61.48 63.00	63.01 64.58		7,923 - 8,120 -	
648							55.68		58.50	59.97	61.47	63.00		66.19			10,141
649							57.08		59.97	61.47	63.00		66.19	67.85			10,394
650	50.45	51.71	53.01	54.33	55.69	57.08	58.51	59.97	61.47	63.01	64.58	66.20	67.85	69.55	71.29	8,745 -	10,655
651			54.34						63.01	64.59	66.20		69.56	71.29			10,922
652							61.47		64.58	66.20	67.85		71.29	73.07	74.90		11,194
653 654			57.08 58.51				63.00 64.58		66.19 67.85	67.85 69.55	69.54 71.29		73.06 74.90	74.89 76.77	76.76 78.69		11,473 11,761
655			59.97				66.19		69.54	71.28	71.29		76.76	78.68		l '	12,054
656		59.97					67.85		71.28	73.07	74.89			80.65		10,141 -	
657		61.47	_				69.54		73.06	74.89	76.76		80.65	82.66		10,394 -	
658			64.58	66.20	67.85	69.55	71.29	73.07	74.90	76.77	78.69			84.74		10,655 -	
659			66.20						76.77	78.69	80.66		84.74	86.86		10,921 -	
660							74.89		78.68	80.65	82.67			89.02		11,194 -	
661			69.55					78.69	80.66	82.68				91.26		11,475 -	
662 663			71.28 73.07				78.68 80.65		82.66 84.74	84.73 86.85	86.85 89.03		91.25 93.53	93.53 95.87		11,760 - 12,055 -	
664			74.90						86.86	89.03	91.26		95.88	98.27		12,055 -	
665		74.89					84.73		89.02	91.25	93.53		98.26				15,430
666		76.77					86.85		91.25	93.53	95.87				105.82	12,982 -	
667	76.77		80.65	82.67	84.74	86.85	89.03	91.25	93.53	95.87	98.27	100.72	103.24		108.47	13,306 -	
668							91.26		95.88	98.28		103.25				1	16,619
669							93.53		98.27						113.96		17,033
670	82.68	84.74	86.86	89.03	91.26	93.54	95.88	98.28	100.73	103.25	105.83	108.48	111.19	113.97	116.82	14,331 -	17,460

										No	t attain	able as	of Janua	ary 1, 20	00		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	15.04	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	2,608 -	3,177
601	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	2,673 -	3,257
602	15.81	16.21	16.61	17.03	17.45	17.89	18.34	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	2,740 -	3,339
603 604	16.20 16.61		17.02 17.45	17.44 17.89	17.88 18.33	18.33 18.79	18.79 19.26	19.26 19.74	19.74 20.24	20.23	20.74	21.25 21.79	21.79 22.34	22.33 22.90	22.89 23.47	2,808 - 2,879 -	3,421 3,508
605	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	2,950 -	3,594
606	17.45	17.89	18.34	18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	3,025 -	3,686
607	17.89	18.33	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.89	23.47	24.05	24.65	25.27	3,100 -	3,777
608	18.33		19.26		20.23	20.74		21.79	22.33	22.89	23.46	24.05	24.65	25.27	25.90	3,177 -	3,871
609 610	18.79 19.26	19.26 19.74	19.75 20.24	20.24	20.75	21.26 21.79	21.80 22.34	22.34 22.90	22.90 23.47	23.47	24.06 24.66	24.66 25.27	25.28 25.90	25.91 26.55	26.56 27.22	3,258 - 3,339 -	3,969
611	19.26		20.24	21.26	21.79	22.33	22.34	23.46	24.05	24.05	25.27	25.27	26.55	27.21	27.89	3,339 - 3,421 -	4,068 4,168
612	20.24			21.79	22.34	22.90	23.47	24.06	24.66	25.27	25.91	26.55	27.22	27.90	28.59	3,508 -	4,274
613		21.25			22.89	23.46	24.05	24.65	25.27	25.90	26.54	27.21	27.89	28.59	29.30	3,594 -	4,379
614	21.26		22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	30.04	3,685 -	4,489
615	21.79		22.89	23.47	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	30.79	3,777 -	4,602
616	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55 27.21	27.21	27.89	28.59	29.30 30.03	30.04 30.78	30.79	31.56	3,871 -	4,717
617 618	22.89 23.47	23.46	24.05 24.65	24.65 25.27	25.26 25.90	25.90 26.55	26.54 27.21	27.89	27.89 28.59	28.59 29.31	29.30 30.04	30.03	31.56	31.55 32.35	32.34 33.16	3,967 - 4,067 -	4,834 4,956
619	24.05	24.66		25.90	26.55	27.21	27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	4,169 -	5,080
620	24.65		25.90	26.55	27.21	27.89	28.59	29.30	30.04	30.79	31.56	32.35	33.16	33.98	34.83	4,273 -	5,206
621	25.27	25.91		27.22	27.90	28.60	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	4,381 -	5,338
622	25.91	26.55	27.22	27.90	28.60	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.61	4,490 -	5,471
623 624	26.55 27.22	27.21 27.90	27.89 28.59	28.59 29.31	29.31 30.04	30.04	30.79 31.56	31.56 32.35	32.35 33.16	33.16 33.99	33.99 34.84	34.84 35.71	35.71 36.60	36.60 37.52	37.51 38.46	4,602 - 4,717 -	5,607
625		28.59	29.30		30.04	31.56	32.35	33.16	33.16	34.83	35.70	36.60	37.51	38.45	39.41	4,717 - 4,835 -	5,748 5,891
626	28.59	29.31		30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.41	40.40	4,956 -	6,038
627	29.30		30.79	31.55	32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	5,079 -	6,188
628	30.03			32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	42.44	5,206 -	6,343
629	30.79	31.56	32.35	33.16	33.98	34.83	35.71	36.60	37.51	38.45	39.41	40.40	41.41	42.44	43.50	5,337 -	6,502
630	31.55	32.34 33.16		33.98 34.84	34.83 35.71	35.70 36.60	36.59 37.52	37.51	38.45 39.42	39.41	40.39 41.41	41.40 42.45	42.44 43.51	43.50	44.58	5,469 -	6,664
631 632	33.15		34.83	35.70	36.59	37.51	38.45	38.46 39.41	40.39	40.40	42.44	43.50	44.59	44.60 45.70	45.71 46.84	5,608 - 5,746 -	6,833 7,001
633	33.98				37.51	38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	5,891 -	7,177
634	34.84	35.71	36.60	37.52	38.45	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.02	49.23	6,039 -	7,357
635		36.60		38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	6,189 -	7,540
636		37.52	38.46	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46	51.72	6,344 -	7,730
637 638	37.51 38.46		39.41 40.40	40.40 41.41	41.41 42.45	42.44 43.51	43.50 44.60	44.59 45.71	45.70 46.85	46.85 48.03	48.02 49.23	49.22 50.46	50.45 51.72	51.71 53.01	53.00 54.34	6,502 - 6,666 -	7,922 8,121
639	39.41	40.39	41.40	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.68	6,831 -	8,323
640	40.40			43.50	44.59	45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	7,002 -	8,531
641	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	7,177 -	8,745
642	42.44		44.59	45.70	46.84	48.01	49.22	50.45	51.71	53.00	54.32	55.68	57.07	58.50	59.96	7,356 -	8,962
643		44.59		46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	59.97	61.47	7,541 -	9,187
644 645				48.02 49.23				53.00 54.34	54.33 55.69	55.69 57.09	57.08 58.51	58.51 59.98	59.97 61.48	61.47 63.01	63.01 64.59	7,729 - 7,923 -	9,417 9.654
646				50.46				55.69	57.09	58.51	59.98	61.48	63.01	64.59	66.20	8,121 -	9,895
647				51.71				57.08	58.51	59.97	61.47	63.00	64.58	66.19	67.85		10,141
648	49.22	50.45	51.71	53.00	54.33	55.68	57.08	58.50	59.97	61.47	63.00	64.58	66.19	67.85	69.54		10,394
649				54.33				59.97	61.47	63.00	64.58	66.19	67.85	69.54	71.28		10,654
650 651				55.69 57.09				61.47	63.01	64.58	66.20	67.85	69.55	71.29	73.07		10,921
651 652				57.09				63.01 64.58	64.59 66.20	66.20 67.85	67.86 69.55	69.56 71.29	71.29 73.07	73.08 74.90	74.90 76.77		11,196 11,474
653				59.97				66.19	67.85	69.54	71.28	73.06	74.89	76.76	78.68		11,760
654		58.51		61.47				67.85	69.55	71.29	73.07	74.90	76.77	78.69	80.66		12,055
655				63.00				69.54	71.28	73.06	74.89	76.76	78.68	80.65	82.66	10,141 -	
656		61.47		64.58				71.28	73.07	74.89	76.76	78.68	80.65	82.67	84.73	10,394 -	
657				66.19				73.06	74.89	76.76	78.68	80.65	82.66	84.73	86.85	10,654 -	
658 659				67.85 69.55				74.90 76.77	76.77 78.69	78.69 80.66	80.66 82.67	82.67 84.74	84.74 86.86	86.86 89.03	89.03 91.25	10,921 - 11,194 -	
660				71.28				78.68	80.65	82.67	84.73	86.85	89.02	91.25	93.53	11,194 -	
661				73.07			78.69	80.66	82.68	84.74	86.86	89.03	91.26	93.54	95.88	11,762 -	
662	69.54	71.28	73.06	74.89	76.76	78.68		82.66	84.73	86.85	89.02	91.25	93.53	95.87	98.26	12,054 -	
663				76.77				84.74	86.85	89.03	91.25	93.53	95.87	98.27	100.72	12,356 -	
664				78.69				86.86	89.03	91.26	93.54	95.88	98.27	100.73		12,666 -	
665 666				80.65 82.67				89.02 91.25	91.25 93.53	93.53 95.87	95.87 98.27	98.26 100.72		103.24 105.82		12,981 - 13,306 -	
667			82.67			89.03		93.53	95.87	98.27	100.72	100.72		103.62		13,639 -	
668				86.86				95.88	98.28	100.73			108.48			13,981 -	
669	82.67	84.74	86.85	89.02	91.25	93.53	95.87	98.27	100.72	103.24	105.82	108.47	111.18	113.96	116.81	14,329 -	17,459
670	84.74	86.86	89.03	91.26	93.54	95.88	98.28	100.73	103.25	105.83	108.48	111.19	113.97	116.82	119.74	14,689 -	17,897

										No	t attaina	able as	of Janua	ary 1, 20	00		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	2,673 -	3,257
601	15.81	16.20		17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	22.34	2,740 -	3,338
602	16.21	16.61	17.03		17.89	18.34	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.90	2,809 -	3,422
603	16.60		17.44	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.25	21.79	22.33	22.89	23.46	2,878 -	3,507
604	17.02 17.45	17.45 17.88	17.89 18.33	18.33 18.79	18.79 19.26	19.26 19.74	19.74 20.23	20.24	20.74 21.26	21.26 21.79	21.79 22.33	22.34 22.89	22.90 23.46	23.47 24.05	24.05	2,951 - 3,024 -	3,595
605 606	17.45	18.34	18.79		19.26	20.24	20.23	21.26	21.80	22.34	22.90	23.47	24.06	24.05	24.65 25.28	3,024 -	3,684 3,778
607	18.33	18.79		19.74	20.24	20.74	21.26	21.79	22.34	22.89	23.47	24.05	24.65	25.27	25.20	3,178 -	3,872
608	18.79			20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	3,256 -	3,968
609	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	25.28	25.91	26.56	27.22	3,339 -	4,069
610	19.74	20.24		21.26	21.79	22.34	22.90	23.47	24.05	24.66	25.27	25.90	26.55	27.22	27.90	3,422 -	4,169
611	20.23				22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	3,507 -	4,273
612	20.74				22.90	23.47	24.06	24.66	25.27	25.91	26.55	27.22	27.90	28.59	29.31	3,595 -	4,381
613 614	21.25			22.89 23.46	23.46 24.05	24.05 24.65	24.65 25.27	25.27 25.90	25.90 26.55	26.54 27.21	27.21 27.89	27.89 28.59	28.59 29.30	29.30 30.04	30.03	3,684 - 3,777 -	4,489 4,602
615	22.34	22.89		24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	30.79	31.56	3,871 -	4,717
616	22.89	23.46		24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	30.04	30.79	31.56	32.35	3,968 -	4,835
617	23.46	24.05	24.65	25.26	25.90	26.54	27.21	27.89	28.59	29.30	30.03	30.78	31.55	32.34	33.15	4,067 -	4,955
618	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	4,169 -	5,080
619	24.66		25.90	26.55	27.21	27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	4,274 -	5,207
620	25.27	25.90		27.21	27.89	28.59	29.30	30.04	30.79	31.56	32.35	33.16	33.98	34.83	35.70	4,380 -	5,337
621	25.91	26.55		27.90	28.60	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	4,490 -	5,471
622 623	26.55 27.21	27.22 27.89	27.90 28.59	28.60 29.31	29.31 30.04	30.04	30.79 31.56	31.56 32.35	32.35 33.16	33.16 33.99	33.99 34.84	34.84 35.71	35.71 36.60	36.61 37.51	37.52	4,603 -	5,608
624	27.21			30.04	30.04	30.79	31.56	32.35	33.16	33.99	35.71	36.60	36.60	38.46	38.45 39.42	4,717 - 4,835 -	5,747 5,891
625	28.59			30.79	31.56	32.35	33.16	33.98	34.83	35.70	36.60	37.51	38.45	39.41	40.40	4,835 - 4,956 -	6,038
626	29.31	30.04			32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.41	40.40	41.41	5,080 -	6,189
627	30.03	30.79	31.55	32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	42.44	5,206 -	6,343
628	30.78			33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	42.44	43.50	5,336 -	6,501
629	31.56			33.98	34.83	35.71	36.60	37.51	38.45	39.41	40.40	41.41	42.44	43.50	44.59	5,470 -	6,665
630	32.34				35.70	36.59	37.51	38.45	39.41	40.39	41.40	42.44	43.50	44.58	45.70	5,606 -	6,830
631 632	33.16 33.98		34.84 35.70	35.71 36.59	36.60 37.51	37.52 38.45	38.46 39.41	39.42 40.39	40.40 41.40	41.41 42.44	42.45 43.50	43.51 44.59	44.60 45.70	45.71 46.84	46.86 48.01	5,748 - 5,890 -	7,003 7,176
633	34.83				38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	6,038 -	7,176
634	35.71	36.60		38.45	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.02	49.23	50.46	6,190 -	7,541
635	36.60	37.51	38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	6,343 -	7,729
636	37.52	38.46	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46	51.72	53.01	6,503 -	7,923
637	38.45	39.41	40.40		42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	6,665 -	8,120
638	39.42	40.40		42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46	51.72	53.01	54.34	55.69	6,832 -	8,324
639 640	40.39	41.40 42.44		43.50 44.59	44.59 45.71	45.70 46.85	46.85	48.02 49.22	49.22 50.45	50.45 51.71	51.71 53.00	53.00 54.33	54.33 55.69	55.68 57.08	57.08	7,002 -	8,531
641	42.44	43.50			46.85	48.02	48.02 49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	58.51 59.97	7,177 - 7,357 -	8,745 8,963
642	43.50			46.84	48.01	49.22	50.45	51.71	53.00	54.32	55.68	57.07	58.50	59.96	61.46	7,540 -	9,187
643	44.59		46.85		49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	59.97	61.47	63.01	7,729 -	9,417
644	45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33		57.08	58.51	59.97	61.47	63.01	64.58	7,922 -	9,652
645			49.23				54.34	55.69	57.09	58.51	59.98	61.48		64.59	66.20	II '	9,895
646			50.46				55.69	57.09	58.51	59.98	61.48	63.01			67.86	8,324 -	
647			51.71				57.08	58.51	59.97	61.47	63.00	64.58			69.55	8,531 -	
648 649	50.45		53.00 54.33				58.50 59.97	59.97 61.47	61.47 63.00	63.00 64.58	64.58 66.19	66.19 67.85		69.54 71.28	71.28 73.06	8,744 - 8,963 -	
650			55.69				61.47	63.01	64.58	66.20	67.85	69.55		73.07	74.90	9,188 -	
651			57.09				63.01	64.59	66.20	67.86	69.56	71.29			76.78	9,418 -	
652			58.51				64.58	66.20	67.85	69.55	71.29	73.07	74.90		78.69	9,653 -	
653	57.08	58.50	59.97	61.47	63.00	64.58	66.19	67.85	69.54	71.28	73.06	74.89			80.65	9,893 -	
654		59.97					67.85	69.55	71.29	73.07	74.90	76.77	78.69	80.66	82.67	10,142 -	
655			63.00				69.54	71.28	73.06	74.89	76.76	78.68			84.73	10,394 -	
656	61.47		64.58				71.28	73.07	74.89	76.76	78.68	80.65		84.73	86.85	10,654 -	
657 658			66.19 67.85				73.06	74.89	76.76 78.69	78.68 80.66	80.65	82.66 84.74			89.02 91.25	10,920 - 11,194 -	
658			69.55			74.90	74.90 76.77	76.77 78.69	80.66	82.67	82.67 84.74	86.86		89.03 91.25	91.25	11,194 -	
660			71.28				78.68	80.65	82.67	84.73	86.85	89.02			95.87	11,760 -	
661		71.29			76.77	78.69	80.66	82.68	84.74	86.86	89.03	91.26				12,056 -	
662			74.89				82.66	84.73	86.85	89.02	91.25	93.53			100.72	12,355 -	
663	73.07	74.89	76.77	78.69	80.65	82.67	84.74	86.85	89.03	91.25	93.53	95.87	98.27	100.72	103.24	12,665 -	15,431
664		76.77		80.66			86.86	89.03	91.26	93.54	95.88	98.27		103.25		12,982 -	
665			80.65				89.02	91.25	93.53	95.87	98.26			105.82		13,306 -	
666		80.65			86.85		91.25	93.53	95.87	98.27	100.72			108.47			
667		82.67	84.74 86.86	86.85			93.53 95.88	95.87	98.27 100.73	100.72	103.24			111.18 113.97		13,980 - 14,331 -	
668 669			89.02				95.88	100.72						113.97		14,331 -	
670			91.26					100.72						119.74			
570	55.00	55.00	01.20	55.54	55.00	00.20	100.70	100.20	100.00	.00.40			1.0.02	1 10.17	,0	10,000	. 5,5-7

										∥ No	ot attain	able as	of Janua	ary 1, 20	00		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	16.19			17.44	17.87	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	2,807 -	3,420
601	16.60		17.44		18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	2,877 -	3,505
602 603	17.02 17.43		17.88 18.32		18.78 19.24	19.25 19.72	19.73 20.22	20.23	20.73	21.25 21.77	21.78 22.32	22.33 22.87	22.88 23.45	23.46 24.03	24.04 24.63	2,949 - 3,022 -	3,594 3,682
604	17.43				19.24	20.22	20.22	21.25	21.78	22.32	22.88	23.45	24.04	24.03	25.26	3,022 -	3,775
605	18.32			19.73	20.22	20.72	21.24	21.77	22.32	22.88	23.45	24.03	24.63	25.25	25.88	3,175 -	3,868
606	18.78			20.23	20.73	21.25	21.78	22.33	22.89	23.46		24.65	25.26	25.89	26.54	3,256 -	3,967
607	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	24.04	24.64	25.26	25.89	26.53	27.20	3,336 -	4,065
608	19.73			21.24	21.77	22.32	22.88	23.45	24.03	24.64	25.25	25.88	26.53	27.19	27.87	3,419 -	4,166
609	20.23			21.78	22.33	22.89	23.46	24.04	24.65	25.26	25.89	26.54	27.20	27.88	28.58	3,506 -	4,272
610 611	20.73 21.24			22.32	22.88 23.45	23.45	24.04 24.64	24.64 25.25	25.26 25.88	25.89 26.53	26.54 27.19	27.20 27.87	27.88 28.57	28.58 29.28	29.29 30.02	3,593 - 3,682 -	4,378 4,486
612	21.78			23.45	24.04	24.64	25.26	25.89	26.54	27.20	27.13	28.58	29.29	30.02	30.77	3,775 -	4,600
613	22.32		23.45		24.63	25.25	25.88	26.53	27.19	27.87	28.57	29.28	30.01	30.77	31.53	3,868 -	4,713
614	22.88		24.04	24.64	25.25	25.89	26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54	32.33	3,966 -	4,832
615	23.45				25.89	26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54	32.33	33.14	4,065 -	4,953
616	24.04				26.53	27.20	27.88	28.57	29.29	30.02		31.54	32.33	33.14	33.96	4,166 -	5,076
617 618	24.63 25.26			26.53 27.20	27.19 27.88	27.87 28.57	28.57 29.29	29.28 30.02	30.01	30.76 31.54	31.53 32.33	32.32 33.14	33.13 33.97	33.96 34.81	34.81 35.68	4,270 - 4,378 -	5,202 5,334
619	25.89			27.88	28.58	29.29	30.02	30.77	31.54	32.33	33.14	33.97	34.82	35.69	36.58	4,487 -	5,467
620	26.53				29.29	30.02	30.77	31.54	32.33	33.14	33.96	34.81	35.68	36.58	37.49	4,599 -	5,603
621	27.20	27.88	28.58	29.29	30.03	30.78	31.55	32.33	33.14	33.97	34.82	35.69	36.58	37.50	38.43	4,715 -	5,745
622	27.88			30.03	30.78	31.55	32.33	33.14	33.97	34.82	35.69	36.58	37.50	38.44	39.40	4,833 -	5,888
623	28.57			30.77	31.54	32.33	33.14	33.97	34.82	35.69	36.58	37.49	38.43	39.39	40.38	4,953 -	6,035
624 625	29.29 30.02		30.77	31.54 32.33	32.33 33.14	33.14 33.96	33.97 34.81	34.82 35.68	35.69 36.58	36.58 37.49	37.50 38.43	38.43 39.39	39.39 40.37	40.38 41.38	41.39 42.42	5,077 - 5,203 -	6,186 6,340
626	30.02				33.14	34.82	35.69	36.58	37.49	38.43	39.39	40.38	41.38	42.42	43.48	5,203 -	6,499
627	31.54			33.96	34.81	35.68	36.57	37.49	38.42	39.38		41.38	42.41	43.47	44.56	5,466 -	6,660
628	32.32				35.68	36.57	37.49	38.42	39.38	40.37	41.38	42.41	43.47	44.56	45.67	5,603 -	6,827
629	33.14	33.96	34.81	35.68	36.58	37.49	38.43	39.39	40.37	41.38	42.42	43.48	44.56	45.68	46.82	5,744 -	6,998
630	33.96		35.68		37.49	38.42	39.38	40.37	41.38	42.41	43.47	44.56	45.67	46.81	47.98	5,886 -	7,172
631 632	34.82 35.68		36.58	37.50 38.42	38.43 39.38	39.40 40.37	40.38 41.38	41.39 42.41	42.42 43.47	43.49 44.56	44.57 45.67	45.69 46.81	46.83 47.98	48.00 49.18	49.20 50.41	6,035 - 6,184 -	7,354 7,535
633	36.58			39.39	40.37	41.38	42.42	43.48	44.56	45.68		47.99	49.19	50.42	51.68	6,340 -	7,724
634	37.49			40.38	41.39	42.42	43.48	44.57	45.68	46.83	48.00	49.20	50.43	51.69	52.98	6,499 -	7,918
635	38.43	39.39	40.37	41.38	42.41	43.48	44.56	45.68	46.82	47.99	49.19	50.42	51.68	52.97	54.29	6,660 -	8,115
636	39.39				43.48	44.57	45.68	46.83	48.00	49.20	50.43	51.69	52.98	54.30	55.66	6,828 -	8,319
637	40.37				44.56	45.68	46.82	47.99	49.19	50.42	51.68	52.97	54.30	55.65	57.04	6,998 -	8,526
638	41.39				45.68 46.82	46.83 47.99	48.00 49.19	49.20	50.43	51.69	52.98	54.30	55.66	57.05	58.48	7,174 -	8,741
639 640	42.41 43.48			45.68 46.82	47.99	49.19	50.42	50.42 51.68	51.68 52.97	52.97 54.30	54.29 55.65	55.65 57.05	57.04 58.47	58.47 59.93	59.93 61.43	7,352 - 7,536 -	8,957 9,182
641	44.56				49.19	50.42	51.68	52.97	54.30	55.65	57.05	58.47	59.93	61.43	62.97	7,724 -	9,411
642	45.67	46.82	47.99	49.19	50.42	51.68	52.97	54.29	55.65	57.04	58.47	59.93	61.43	62.96	64.54	7,917 -	9,646
643	46.82				51.68	52.97	54.30	55.65	57.05	58.47	59.93	61.43	62.97	64.54	66.16	8,116 -	9,888
644				51.68		54.30				59.93						8,318 -	
645			51.69	52.98 54.30	54.30	55.66		58.48		61.44			66.16	67.82	69.51	8,527 -	
646 647			54.30		55.66 57.05	57.05 58.47	58.48 59.93	59.94 61.43		62.98 64.54			67.82 69.50	69.51 71.24	71.25 73.02	8,741 - 8,958 -	
648			55.65		58.47	59.93	61.43	62.96		66.15		69.50	71.24	73.02	74.85	9,181 -	
649	54.30	55.65	57.04	58.47	59.93	61.43	62.97	64.54	66.15	67.81	69.50	71.24	73.02	74.85	76.72	9,411 -	11,467
650			58.47		61.43	62.97	64.54	66.16		69.51	71.25	73.03	74.85	76.72	78.64	9,647 -	
651			59.94		62.98	64.55	66.16	67.82	69.51	71.25	73.03	74.86	76.73	78.65	80.62	9,889 -	,
652 653			61.43 62.97		64.55 66.15	66.16		69.51 71.24	71.25 73.02	73.03 74.85		76.72	78.64 80.60	80.61 82.62	82.62 84.68	10,136 - 10,388 -	
654		62.97		66.16	67.81	67.81 69.51	69.50 71.25	73.03	73.02	76.73		78.64 80.61	82.62	84.69	86.81	10,388 -	
655			66.15		69.50	71.24	73.02	74.84	76.72	78.63		82.61	84.68	86.80	88.97	10,049 -	,
656			67.81		71.24	73.02	74.85	76.72	78.64	80.60		84.68	86.80	88.97	91.19	11,187 -	
657			69.50		73.02	74.85	76.72	78.63	80.60	82.62		86.80	88.97	91.19	93.47	11,466 -	
658			71.25		74.85	76.72	78.64	80.61	82.62	84.69		88.98	91.20	93.48	95.82	11,754 -	
659			73.03		76.72	78.64	80.61	82.62	84.69	86.81	88.98	91.20	93.48	95.82	98.21	12,048 -	
660 661			74.85 76.73		78.64 80.61	80.60 82.63	82.62 84.69	84.68 86.81	86.80 88.98	88.97 91.21	91.19 93.49	93.47 95.82	95.81 98.22	100.67	100.66 103.19	12,348 - 12,659 -	
662				80.60		84.68	86.80	88.97	91.19	93.47	95.81	98.20				12,039 -	
663			80.60		84.68	86.80		91.20		95.81	98.21			105.76		13,298 -	
664	78.64	80.61	82.62	84.69	86.81	88.98	91.20	93.48	95.82	98.21	100.67	103.19	105.77	108.41	111.12	13,631 -	16,609
665			84.68		88.97	91.19		95.81	98.20	100.66				111.11		13,971 -	
666			86.80		91.20	93.48	95.81		100.66					113.89		14,321 -	
667 668			88.97 91.21		93.48 95.82	95.81	98.21 100.67	100.66						116.74 119.67		14,679 - 15,047 -	
669			93.48				100.67							122.65		15,047 -	
670			95.82		100.67									125.73		15,422 -	
<u> </u>																,,	-,

										∥ No	t attain	able as	of Janua	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	
600	16.43		17.27	17.70	18.14	18.59	19.06	19.54	20.02	20.52	21.04	21.56	22.10	22.66		2,849 -	3,471
601	16.85		17.70	18.14	18.60	19.06	19.54	20.03	20.53	21.04	21.57	22.10	22.66	23.22	23.80	2,920 -	3,558
602	17.27 17.70	17.70 18.14	18.15 18.59	18.60 19.06	19.06 19.53	19.54 20.02	20.03	20.53 21.03	21.04 21.56	21.57 22.10	22.11 22.65	22.66 23.22	23.23 23.80	23.81 24.39	24.40 25.00	2,994 - 3,067 -	3,647 3,737
604	18.14		19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	3,145 -	3,832
605	18.59	19.06	19.53	20.02	20.52	21.04	21.56	22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27	3,223 -	3,926
606		19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	3,305 -	4,026
607		20.03	20.53	21.04	21.57	22.10	22.66	23.22	23.80	24.40	25.01	25.63	26.28	26.93	27.61	3,386 -	4,126
608 609		20.52	21.04 21.57	21.56 22.11	22.10 22.66	22.65 23.23	23.22	23.80 24.41	24.40 25.02	25.01 25.64	25.63 26.28	26.27 26.94	26.93 27.61	27.60 28.30	28.29 29.01	3,471 - 3,559 -	4,229 4,336
610	21.04		22.11	22.66	23.22	23.81	24.40	25.01	25.64	26.28	26.93	27.61	28.30	29.00	29.73	3,647 -	4,444
611		22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27	26.93	27.60	28.29	29.00	29.72	30.47	3,737 -	4,554
612		22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	27.61	28.30	29.01	29.73	30.47	31.24	3,832 -	4,669
613 614	22.65	23.22	23.80 24.40	24.39 25.01	25.00 25.63	25.63 26.27	26.27 26.93	26.93 27.60	27.60 28.29	28.29 29.00	29.00 29.73	29.72 30.47	30.46 31.23	31.23 32.01	32.01 32.81	3,926 - 4,025 -	4,784 4,904
615		24.40	25.01	25.63	26.27	26.93	27.61	28.30	29.00	29.73	30.47	31.23	32.01	32.81	33.63	4,025 -	5,027
616	24.40		25.63	26.27	26.93	27.60	28.29	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47	4,229 -	5,153
617		25.63	26.27	26.93	27.60	28.29	29.00	29.72	30.46	31.23	32.01	32.81	33.63	34.47	35.33	4,334 -	5,281
618		26.27	26.93	27.60	28.29	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47	35.34	36.22	4,443 -	5,414
619 620		26.93 27.60	27.61 28.29	28.30 29.00	29.00 29.73	29.73 30.47	30.47	31.23 32.01	32.02 32.81	32.82 33.63	33.64 34.47	34.48 35.34	35.34 36.22	36.22 37.12	37.13 38.05	4,555 - 4,668 -	5,549 5,687
621		28.30	29.01	29.00	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	4,786 -	5,831
622	28.30		29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	4,905 -	5,977
623		29.73	30.47	31.23	32.01	32.81	33.63	34.48	35.34	36.22	37.13	38.05	39.01	39.98	40.98	5,027 -	6,125
624		30.47	31.24	32.02	32.82	33.64	34.48	35.34	36.22	37.13	38.06	39.01	39.98	40.98	42.01	5,153 -	6,279
625 626	30.47	31.23 32.01	32.01 32.81	32.81 33.63	33.63 34.48	34.47 35.34	35.34 36.22	36.22 37.13	37.12 38.05	38.05 39.01	39.00 39.98	39.98 40.98	40.98 42.01	42.00 43.06	43.05 44.13	5,281 - 5,414 -	6,435 6,596
627	32.01		33.63	34.47	35.33	36.22	37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	5,548 -	6,760
628	32.81		34.47	35.33	36.21	37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	46.36	5,687 -	6,929
629			35.34	36.22	37.12	38.05	39.00	39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	5,830 -	7,103
630		35.33	36.21	37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	46.36	47.52	48.70	5,975 -	7,280
631 632	35.34 36.21	36.23 37.12	37.13 38.05	38.06 39.00	39.01 39.97	39.99 40.97	40.99 42.00	42.01 43.05	43.06 44.12	44.14 45.23	45.24 46.36	46.37 47.52	47.53 48.70	48.72 49.92	49.94 51.17	6,126 - 6,277 -	7,464 7,648
633	37.12		39.00	39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	48.71	49.93	51.18	52.45	6,435 -	7,840
634	38.06	39.01	39.98	40.98	42.01	43.06	44.13	45.24	46.37	47.53	48.72	49.93	51.18	52.46	53.77	6,597 -	8,037
635		39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	48.71	49.93	51.17	52.45	53.77	55.11	6,760 -	8,237
636 637		40.98 42.00	42.01 43.05	43.06 44.13	44.13 45.23	45.24 46.36	46.37 47.52	47.53 48.71	48.72 49.93	49.93 51.18	51.18 52.46	52.46 53.77	53.77 55.11	55.12 56.49	56.50 57.90	6,931 -	8,444 8,654
638		43.06	44.13	44.13	45.23	46.36	47.52	49.93	51.18	51.18	52.46	55.12	56.50	56.49	57.90	7,103 - 7,281 -	8,654 8,872
639		44.13	45.23	46.36	47.52	48.71	49.93	51.17	52.45	53.76	55.11	56.49	57.90	59.35	60.83	7,462 -	9,092
640	44.13	45.23	46.36	47.52	48.71	49.93	51.18	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	7,649 -	9,320
641	45.23		47.52	48.71	49.93	51.18	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	7,840 -	9,553
642 643		47.52 48.71	48.71 49.93	49.92 51.18	51.17 52.46	52.45 53.77	53.76 55.11	55.11 56.49	56.48 57.90	57.90 59.35	59.34 60.83	60.83 62.35	62.35 63.91	63.91 65.51	65.50 67.15	8,036 - 8,237 -	9,791 10,036
644		49.93	51.18			55.11	56.49	57.90		60.83						8,443 -	
645		51.18	52.46	53.77	55.12	56.50	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84		8,655 -	10,546
646		52.46	53.77	55.12	56.50	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32	8,872 -	
647		53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	65.51	67.15	68.83	70.55	72.31	74.12	9,092 -	
648 649		55.11 56.49	56.49 57.90	57.90 59.35	59.35 60.83	60.83 62.35	62.35 63.91	63.91 65.51	65.51 67.15	67.14 68.82	68.82 70.55	70.54 72.31	72.31 74.12	74.11 75.97	75.97 77.87	9,319 - 9,552 -	
650		57.90	59.35	60.84	62.36	63.91	65.51	67.15		70.55	72.31	74.12	75.97	77.87	79.82	9,792 -	
651	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32	74.13	75.98	77.88	79.83	81.82	10,038 -	12,230
652		60.84	62.36	63.92	65.51	67.15	68.83	70.55	72.31	74.12	75.98	77.87	79.82	81.82	83.86	10,288 -	
653		62.35	63.91	65.51	67.15	68.82	70.54	72.31	74.12	75.97	77.87	79.81	81.81	83.86		10,544 - 10,809 -	
654 655		63.92 65.51	65.51 67.14	67.15 68.82	68.83 70.54	70.55 72.31	72.32 74.11	74.12 75.97	75.98 77.87	77.88 79.81	79.82 81.81	81.82 83.85	83.86 85.95	85.96 88.10	88.11 90.30	10,809 -	
656		67.15	68.83	70.55	72.31	74.12	75.97	77.87	79.82	81.81	83.86	85.95	88.10	90.30		11,076 -	
657	67.14	68.82	70.54	72.31	74.12	75.97	77.87	79.81	81.81	83.85	85.95	88.10	90.30	92.56		11,638 -	14,180
658		70.55	72.31	74.12	75.98	77.87	79.82	81.82	83.86	85.96	88.11	90.31	92.57	94.88		11,930 -	
659		72.31	74.12	75.98	77.87	79.82	81.82	83.86	85.96	88.11	90.31	92.57	94.88	97.25	99.69	12,229 -	
660 661		74.12 75.98	75.97 77.88	77.87 79.83	79.81 81.82	81.81 83.87	83.86 85.96	85.95 88.11	88.10 90.32	90.30 92.57	92.56 94.89	94.87 97.26	97.25 99.69		102.17 104.74	12,533 - 12,849 -	
662		77.87	79.81	81.81	83.85	85.95	88.10	90.30	92.56	94.87	97.25		102.17			13,168 -	
663	77.87	79.82	81.81	83.86	85.96	88.10	90.31	92.56	94.88	97.25	99.68	102.17	104.73	107.35	110.03	13,498 -	16,446
664		81.82	83.86	85.96	88.11	90.31	92.57	94.88	97.26	99.69	102.18	104.73	107.35	110.04	112.79	13,836 -	
665		83.86	85.95	88.10	90.30	92.56	94.87	97.25	99.68				110.03			14,180 -	
666 667		85.95 88.10	88.10 90.31	90.31 92.56	92.56 94.88	94.88 97.25	97.25 99.68	99.68 102.17					112.78 115.60			14,535 - 14,899 -	
668		90.32	90.51	94.89	94.00			102.17					118.50			15,273 -	
669		92.56	94.88	97.25	99.68	102.17			110.03				121.45			15,653 -	
670	92.57	94.89	97.26	99.69	102.18	104.74	107.36	110.04	112.79	115.61	118.50	121.46	124.50	127.61	130.80	16,046 -	19,550

										No	t attain	able as	of Janua	ary 1, 20	00		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	16.68		17.53	17.96	18.41	18.87	19.35	19.83	20.32	20.83	21.35	21.89	22.43	23.00	23.57	2,891 -	3,523
601	17.10		17.97	18.41	18.87	19.35	19.83	20.33	20.83	21.35	21.89	22.44	23.00	23.57	24.16	2,964 -	3,611
602 603	17.53 17.96		18.42 18.87	18.88 19.34	19.35 19.83	19.83 20.32	20.33	20.84 21.35	21.36 21.88	21.89 22.43	22.44 22.99	23.00 23.57	23.58 24.16	24.17 24.76	24.77 25.38	3,039 - 3,113 -	3,702 3,793
604	18.42		19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00	23.57	24.16	24.77	25.39	26.02	3,113 -	3,889
605	18.87	19.34	19.83	20.32	20.83	21.35	21.88	22.43	22.99	23.57	24.16	24.76	25.38	26.01	26.66	3,271 -	3,985
606	19.35			20.84	21.36	21.89	22.44	23.00	23.58	24.17	24.77	25.39	26.02	26.68	27.34	3,354 -	4,087
607	19.83			21.36	21.89	22.44	23.00	23.57	24.16	24.77	25.38	26.02	26.67	27.34	28.02	3,437 -	4,188
608 609	20.32		21.35 21.89	21.89 22.44	22.43	22.99 23.58	23.57 24.17	24.16 24.77	24.76 25.39	25.38 26.03	26.01 26.68	26.67 27.34	27.33 28.03	28.01 28.73	28.72 29.45	3,523 - 3,612 -	4,292 4,401
610		21.89		23.00	23.57	24.16		25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	3,702 -	4,510
611	21.88			23.57	24.16	24.76		26.01	26.66	27.33	28.01	28.71	29.43	30.17	30.92	3,793 -	4,622
612	22.44			24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.71	3,889 -	4,739
613	22.99			24.76	25.38	26.01	26.66	27.33	28.01	28.71	29.43	30.17	30.92	31.69	32.49	3,985 -	4,856
614 615	23.57	24.16 24.76		25.38 26.02	26.02 26.67	26.67 27.34	27.33 28.02	28.02 28.72	28.72 29.44	29.44 30.17	30.17 30.93	30.93 31.70	31.70 32.49	32.49 33.31	33.30 34.14	4,086 - 4,188 -	4,978 5,103
616		25.38		26.67	27.33	28.02	28.72	29.44	30.17	30.93	31.70	32.49	33.30	34.14	34.99	4,292 -	5,230
617	25.38		26.66	27.33	28.01	28.71	29.43	30.17	30.92	31.69	32.49	33.30	34.13	34.98	35.86	4,399 -	5,360
618	26.02		27.34	28.02	28.72	29.44	30.17	30.93	31.70	32.49	33.31	34.14	34.99	35.87	36.76	4,510 -	5,495
619 620	26.67 27.33		28.02	28.72 29.44	29.44 30.17	30.18	30.93 31.70	31.70 32.49	32.50 33.30	33.31	34.14	34.99 35.87	35.87 36.76	36.77 37.68	37.68 38.62	4,623 -	5,633
621	28.02		28.72 29.44	30.18	30.17	31.71	32.50	33.31	34.14	34.14 35.00	34.99 35.87	36.77	37.69	38.63	39.60	4,738 - 4,857 -	5,773 5,918
622	28.72	29.44	30.18	30.93	31.71	32.50	33.31	34.14	35.00	35.87	36.77	37.69	38.63	39.60	40.59	4,979 -	6,066
623	29.44	30.17	30.93	31.70	32.49	33.31	34.14	34.99	35.87	36.76	37.68	38.63	39.59	40.58	41.60	5,103 -	6,217
624	30.18			32.50	33.31	34.14	35.00	35.87	36.77	37.69	38.63	39.59	40.58	41.60	42.64	5,231 -	6,373
625	30.93		32.49	33.30	34.14	34.99	35.87	36.76	37.68	38.62 39.59	39.59 40.58	40.58	41.59	42.63	43.70	5,361 -	6,531
626 627	32.49	32.49 33.30	33.31 34.13	34.14 34.99	34.99 35.86	35.87 36.76	36.76 37.68	37.68 38.62	38.63 39.58	40.57	40.58	41.60 42.63	42.64 43.69	43.70 44.79	44.79 45.91	5,495 - 5,631 -	6,695 6,861
628	33.30			35.86	36.76	37.68	38.62	39.58	40.57	41.59	42.63	43.69	44.79	45.91	47.05	5,772 -	7,033
629	34.14	34.99	35.87	36.76	37.68	38.62	39.59	40.58	41.59	42.63	43.70	44.79	45.91	47.06	48.24	5,917 -	7,210
630	34.99			37.68	38.62	39.58	40.57	41.59	42.63	43.69	44.79	45.91	47.05	48.23	49.43	6,064 -	7,389
631 632	35.87 36.76		37.69 38.62	38.63 39.58	39.60 40.57	40.59 41.59	41.60 42.63	42.64 43.69	43.71 44.79	44.80 45.91	45.92 47.05	47.07 48.23	48.24 49.44	49.45 50.67	50.69 51.94	6,218 - 6,371 -	7,576
633		38.62	39.59	40.58	41.59	42.63	43.70	44.79	45.91	47.06	48.23	49.44	50.68	51.94	53.24	6,531 -	7,763 7,958
634	38.63			41.60	42.64	43.70		45.92	47.06	48.24	49.45	50.68	51.95	53.25	54.58	6,695 -	8,158
635		40.58		42.63	43.70	44.79		47.06	48.23	49.44	50.68	51.94	53.24	54.57	55.94	6,862 -	8,360
636	40.58			43.70	44.80	45.92	47.06	48.24	49.45	50.68	51.95	53.25	54.58	55.95	57.34	7,035 -	8,571
637 638	41.59 42.64		43.70 44.80	44.79 45.92	45.91 47.06	47.06 48.24	48.23 49.45	49.44 50.68	50.68 51.95	51.94 53.25	53.24 54.58	54.57 55.94	55.94 57.34	57.34 58.78	58.77 60.25	7,209 - 7,391 -	8,784 9,005
639	43.70		45.91	47.06	48.23	49.44	50.67	51.94	53.24	54.57	55.93	57.33	58.77	60.24	61.74	7,574 -	9,228
640	44.79	45.91	47.06	48.23	49.44	50.68	51.94	53.24	54.57	55.94	57.34	58.77	60.24	61.74	63.29	7,764 -	9,459
641	45.91	47.06	48.23	49.44	50.68	51.94	53.24	54.57	55.94	57.34	58.77	60.24	61.74	63.29	64.87	7,958 -	9,696
642 643	47.05 48.24		49.44	50.67 51.94	51.94 53.24	53.24 54.57	54.57 55.94	55.93 57.34	57.33 58.77	58.76 60.24	60.23 61.75	61.74 63.29	63.28	64.87	66.49	8,156 -	9,937
644		50.68	50.68 51.94	53.24		55.94			60.24	61.75			64.87 66.49	66.49 68.16	68.16 69.86	8,361 - 8,570 -	10,187 10 441
645		51.95		54.58	55.95	57.34			61.75	63.30			68.16	69.87	71.61	8,785 -	
646	51.95	53.25	54.58	55.95	57.34	58.78	60.25	61.75	63.30	64.88	66.50	68.16	69.87	71.61	73.40	9,005 -	
647		54.57		57.34	58.77	60.24		63.29	64.87	66.49	68.15	69.86	71.61	73.40	75.23	9,229 -	
648 649		55.94 57.33		58.77 60.24	60.24 61.74	61.74 63.29	63.29 64.87	64.87 66.49	66.49 68.15	68.15 69.86	69.86 71.60	71.60 73.39	73.39 75.23	75.23 77.11	77.11 79.04	9,459 - 9,696 -	
650		58.77		61.75		64.87	66.50			71.61	73.40	75.23	77.11	79.04	81.02	9,096 -	
651	58.78	60.25	61.75	63.30		66.50		69.87	71.62	73.41	75.24	77.12	79.05	81.03	83.05	10,188 -	12,413
652		61.75		64.87	66.50	68.16		71.61	73.40	75.23	77.11	79.04	81.02	83.04	85.12	10,442 -	
653		63.29		66.49	68.15	69.86		73.39	75.23	77.11	79.04	81.01	83.04	85.11	87.24	10,702 -	
654 655		64.88 66.49		68.16 69.86	69.86 71.60	71.61 73.39	73.40 75.23	75.24 77.11	77.12 79.03	79.04 81.01	81.02 83.04	83.05 85.11	85.12 87.24	87.25 89.42	89.43 91.66	10,971 - 11,244 -	
656		68.15		71.60	73.39	75.23		79.04	81.01	83.04	85.11	87.24	89.42	91.66	93.95	11,525 -	
657	68.15	69.86	71.60	73.39	75.23	77.11	79.04	81.01	83.04	85.11	87.24	89.42	91.66	93.95	96.30	11,813 -	14,393
658		71.61		75.23	77.11	79.04	81.02	83.04	85.12	87.25	89.43	91.67	93.96	96.31	98.71	12,109 -	
659		73.40		77.12	79.04	81.02	83.04	85.12	87.25	89.43	91.67	93.96	96.31	98.71	101.18	12,412 -	
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662		79.04		83.04	85.11	87.24		91.66	93.95	96.30				106.29		13,365 -	
663	79.04	81.02	83.04	85.12	87.24	89.43	91.66		96.30	98.71	101.18	103.71	106.30	108.96	111.68	13,700 -	16,692
664		83.05		87.25	89.43	91.67	93.96	96.31	98.71	101.18		106.31		111.69		14,043 -	
665		85.11		89.42	91.66	93.95	96.30				106.29				117.33	14,393 -	
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668		91.67		96.31	98.72		103.72					117.35				15,122 -	
669		93.95		98.71	101.18	103.71	106.30	108.96	111.68			120.27	123.27	126.36	129.51	15,888 -	19,358
670	93.96	96.31	98.72	101.19	103.72	106.31	108.97	111.69	114.48	117.34	120.28	123.29	126.37	129.53	132.76	16,287 -	19,844

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The following page(s) contain the backup material for Agenda Item: <u>Amend the MDAQMD Exempt Compensation Plan (ECP) to incorporate changes in specified terms and conditions to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes. Presenter: Brad Poiriez, Executive <u>Director/APCO.</u></u>

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #5

DATE: February 24, 2020

RECOMMENDATION: Amend the MDAQMD Exempt Compensation Plan (ECP) to incorporate changes in specified terms and conditions to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes.

SUMMARY: This item amends the ECP to conform to specified terms and conditions included in the MOU between the MDAQMD and Teamsters Local 1932 (Teamsters) effective July 1, 2017 and extended to June 30, 2025; and to make other administrative changes.

BACKGROUND: The ECP is the written description of the benefits, compensation, and special provisions available to classifications designated as exempt. The classifications included in the ECP are those positions which are exempt from payment of overtime under the Fair Labor and Standard Act (FLSA). There are certain benefits provided employees in the Exempt Groups that are separate and distinct from benefits provided to the represented classifications in the General Unit.

This recommendation amends the ECP by conforming certain terms and conditions for employees in exempt groups to the terms and conditions recently adopted in an MOU with the Teamsters. A background discussion and description of the specific changes are included in Exhibit 1 and a Redline version of the ECP is attached as Exhibit 2.

REASON FOR RECOMMENDATION: Governing Board action is necessary to change policies such as the ECP.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about February 10, 2020.

FINANCIAL DATA: Certain terms are effective July 1, 2022. Associated cost adjustments, as noted in Exhibit 1, will be incorporated into relevant budgets for FY 2023, 2024, and 2025.

PRESENTER: Brad Poiriez, Executive Director/APCO.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #5

PAGE 2

Exhibit 1 Conforming Changes to the Exempt Compensation Plan

Policy Documents

The MDAQMD Exempt Compensation Plan (ECP) is the written description of the benefits, compensation, and special provisions available to classifications designated as exempt. The classifications included in ECP are exempt from payment of overtime under the Fair Labor and Standard Act (FLSA). These classifications generally meet the duties tests by performing exempt job duties. Employees in the classifications included in the Exempt Groups are not represented by any labor organization at this time.

The personnel management of MDAQMD employees is also governed by other documents. The Personnel Policies & Procedures (PPP) contains broad policies and applies to all employees. The Memorandum of Understanding (MOU) is a negotiated labor agreement which applies to the employees in the General Unit represented by the Teamsters Local 1932. Earlier on this Agenda the Governing Board adopted an extension to the current MOU with the Teamsters Local 1932 including certain terms and conditions.

Amendments to District personnel documents such as the PPP and MOU are subject to meet and confer with the employees' union. The ECP has no requirement for meet and confer as the classifications included are not represented.

Recommended Conforming Changes to the ECP

The proposed specified changes, summarized below, conform to the terms and conditions of the proposed MOU effective July 1, 2017 and extended to June 30, 2025, and generally follow the order of the ECP.

- 1. Section 3.2.3a. Short Term Disability Insurance. The language in the MOU was revised to incorporate a previously approved Side Letter Agreement dated February 14, 2019. This **administrative** item clarified that the short term disability benefit provided employees would be set according to the California Employment Development Department (EDD) and never be less than 55% of an employee's salary. The District provides a third party sick leave benefit and does not participate in California's State Disability Insurance (CSDI) program.
- 2. Section 3.2.8 Cell Phone Stipend. The **cell phone stipend will increase** from \$125 paid one time annually to \$300 per year paid equally by payperiod. In exchange for capping the Tuition Reimbursement pool (No. 7, below), this condition will be implemented January 1, 2021.
- 3. Section 3.2.10 Holiday Closure. The **District offices will close during the holiday period** on or about December 23 to January 3 (dates will vary based on the actual calendar days).

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #5

PAGE 3

The District will pay for two of the business days closed. By observing holidays on business days that are scheduled on weekends or flex days, employees will not be required to use personal accrued time in the first or second year (December 2022 and 2023), but in the third year (December 2024) will be required to use three days of accruals. Management has agreed to work with any new employees with insufficient accruals to avoid undue hardship for such employees.

- 4. Section 3.3 Retirement. The **shift to reduce the District's "pickup"** of up to 7% of the employee's required contribution began in July 2017. In this proposal Management proposed to accelerate the shift on July 1, 2022 and cap the employee's payment of their contribution at 12%. The cost savings to the District are estimated to be \$308,517 for the three years of the extension. The proposal includes using the savings to fund wage increases over the three years of the extension (refer to No. 5 below).
- 5. Section 5.1 Wages. The tentative agreement proposes wage increases in each of the three years of the extension: 5% effective July 1, 2022; 1.5% effective July 1, 2023; and 1.5% effective July 1, 2024. The cost to the District is estimated to be \$317,129 for the three years of the extension. Shifting the cost of the employee required contribution for retirement, as noted in No. 4, above, will effectively fund these wage increases.
- 6. Section 6.3.2 Updates the holiday accrual to 9 hours as provided in the PPP dated September 25, 2017.
- 7. Section 7.2 Tuition and Professional Organizational Dues Reimbursement. Annually unused funds budgeted for tuition reimbursement are rolled into an accumulative pool. The pool will be capped at \$20,000 and \$45,000 of the currently accumulated pool will be transferred from the pool to the General Fund. A portion of this will fund increasing the cell phone stipend (refer to No. 2 above).
- 8. Section 7.3 Personal Protective Equipment Enhancement. The tentative agreement increases the allowance from \$130 per year to \$250 per year, to be implemented July 1, 2022. This is used to fund personal safety equipment for employees, such as safety boots and prescription glasses.



Exhibit 2

Exempt Compensation Plan

Amended: August 26, 2019 February 24, 2020

Mojave Desert
Air Quality
Management District

14306 Park Avenue

Victorville, CA 92392-2310 760.245.1661 • Fax 760.245.2022 [This page intentionally left blank.]

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MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT EXEMPT COMPENSATION PLAN

INTRODUCTION

This Exempt Compensation Plan ("Plan") provides written description of the benefits, compensation, and special provisions available to positions and/or classifications defined herein but generally those not represented in the General Bargaining Unit established in January, 1994, and subsequently amended or the Confidential Group as established September 26, 2011 and subsequently amended.

This Plan is not intended to serve as a representation document for the specified classifications. This Plan is not intended to serve as a negotiating tool and it is not a collective bargaining agreement nor was it created by any negotiating team. This Plan shall in no manner be interpreted as a guaranteed or implied contract between the District and any employee or group of employees.

1. EXEMPT CLASSIFICATION GROUPS

The classifications generally referred to in this Plan are employee positions that are strategically placed to drive the District's business processes. The incumbents in these positions, and those that may be identified in the future, formulate or administer significant executive policy, employee relations responsibilities and/or District confidential, proprietary information.

1.1 Group E Executive Management

Executive Director/APCO

1.2 Group A Management

Air Monitoring Manager

Communications Manager

Compliance Manager

Deputy Director / Administration

Deputy Director / Antelope Valley Operations

Deputy Director / Mojave Desert Operations

District Counsel

Finance Manager

Operations Manager

Permit Engineering Manager

1.3 Group B Program Management

Air Monitoring Supervisor I Air Monitoring Supervisor II

Exempt Compensation Plan Amended: 8/26/20192/24/2020

Communications Supervisor I¹
Communications Supervisor II¹
Compliance Supervisor I
Compliance Supervisor II
Human Resources Analyst - Confidential
Permit Engineering Supervisor I
Permit Engineering Supervisor II
Senior Executive Analyst - Confidential

2. ADMINISTRATION OF PERSONNEL

2.1 Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or a two range salary increase, whichever is greater; provided that no employee is thereby advanced in step nor advanced above the top (or final) step of the higher base salary range. The APCO may approve placing an employee at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the APCO.

2.2. Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the disciplinary action.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the top (or final) step of the salary range of the demoted class, except that such an employee may be placed on an "X" step as provided herein, with the approval of the APCO.

2.3 Dual Appointments

The appointment of two full-time employees to the same budgeted regular position may be authorized by the APCO to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

3. BENEFITS

3.1 Flexible Benefit Plan

Each regular, full-time employee holding a position that is identified in an Exempt Group as defined herein shall be eligible for health, dental, vision and disability programs offered by the District. Qualified dependents of regular full-time employees shall be eligible for health, dental, and vision programs offered by the District.

3.1.1 Health & Dental

Each regular, full-time employee holding a position that is identified in an Exempt Group as defined herein shall be entitled to a monthly benefit not less than the level set forth below plus or minus any adjustments calculated pursuant to the annual adjustment procedure herein:

Group A Management = \$915 per month

Group B Program Management = \$915 per month

3.1.2 Annual Adjustment Procedure

About August 31, each year, or as soon as benefit cost information is available from CalPERS, the District shall calculate 80% of the premium required by the Kaiser HMO Family plan (for Los Angeles Area Region including Los Angeles, San Bernardino and Ventura counties) offered for regular employees and families under the District's plan with CalPERS "Flexible Benefit Plan Dollars"). The "Flexible Benefit Plan Dollars" shall be implemented on or about payperiod 25. The calculation of premium required and implementation shall be performed according to the following schedule:

On or about August 31, 2017 adjustments will be calculated for the Flexible Benefit Plan dollars and will be implemented on or about PP25/2017;

On or about August 31, 2018 adjustments will be calculated for the Flexible Benefit Plan dollars and will be implemented on or about PP25/2018;

On or about August 31, 2019 adjustments will be calculated for the Flexible Benefit Plan dollars and will be implemented on or about PP25/2019;

On or about August 31, 2020 adjustments will be calculated for the Flexible Benefit Plan dollars and will be implemented on or about PP25/2020;

On or about August 31, 2021 adjustments will be calculated for the Flexible Benefit Plan dollars and will be implemented on or about PP25/2021.

Example 1 (Using the Exempt Group B Benefit Level): In August, CalPERS informs the District regarding the premium amounts for District plans for the next calendar year. The monthly premium required for the Kaiser Family HMO plan (in the Los Angeles Area Region) is \$1,200. Calculate 80% of \$1,200 = \$960. On or about pay period 25 the Flexible Benefit Plan dollars will be adjusted to \$960 until the next premium rate change is issued by CalPERS.

Example 2 (Using the Exempt Group B Benefit Level): In the following year, CalPERS informs the District that the premium amount for the Kaiser Family HMO plan (in the Los Angeles Region) for families is \$1,190. Calculate 80% of \$1,190 = \$952. Then on or about pay period 25 the Flexible Benefit Plan dollars would be adjusted to \$952.

Example 3 (Using the Exempt Group B Benefit Level): In the following year, CalPERS informs the District that the premium amount for the Kaiser Family HMO plan (in the Los Angeles Region) for families is \$1,125. Calculate 80% of \$1,125 = \$900. Then on or about pay period 25 the Flexible Benefit Plan dollars would be adjusted to \$915 (the minimum Flexible Benefit Plan dollars).

Any funds not used for the purchase of medical, dental, and other insurance programs shall be paid to the employee as taxable wages.

In the event health care reform crafted by the State of California and/or the Federal government is imposed in such a manner that such reform impacts these agreed upon matters regarding the Flexible Benefit Plan, management may adjust the plan to meet those new requirements.

3.2 Other Benefits

3.2.1 Vision Care

Subject to carrier requirements, the District will pay the premiums for vision care insurance for employees in the Exempt Groups and their dependents.

3.2.2 Dependent Care Assistance Plan & Medical Spending Accounts

3.2.2a <u>Dependent Care Assistance Plan:</u> Employees in regular positions and receiving a minimum of 41 hours pay per pay period are eligible to

participate in the Dependent Care Assistance Plan (DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits which are excludable under Sections 125 and 129 of the Internal Revenue Code, as amended. DCAP exclusions from gross income do not affect compensation for retirement purposes.

Employees shall be eligible to participate the first day of the month following thirty (30) days from the date they submit their enrollment. An employee must contribute to DCAP through salary reduction on forms approved by Administrative Services. An employee election to participate may not be changed for the remainder of the plan year, except to the extent permitted under IRS regulations.

<u>3.2.2b Medical Spending Accounts:</u> The District has established a program for purposes of allowing employees to contribute to a tax exempt savings account for reimbursing medical and other allowable expenses pursuant to the provisions of applicable law and described in Article X of the MDAQMD Flexible Benefit Plan.

3.2.3 Disability Insurance & Worker's Compensation

3.2.3a <u>Short Term Disability Insurance</u>: The District agrees to pay the premium for short-term disability insurance for regular employees in the Exempt Groups earning Forty-one (41) hours or more per pay period.

The short-term disability insurance plan coverage shall include a provision for a Fourteen (14) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be equal to the current benefit amount set forth by the State of California Employment

Development Department (EDD) and never be calculated at less than 55% fifty-five percent (55%) of the base salary, up to a maximum benefit of \$959.00 (nine hundred fifty nine dollars) per week. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the District, or after Fifty-two (52) weeks of disability, whichever occurs first. Other benefit conditions shall be determined by the District and/or the provider of the benefit. [Conforms to MOU Section 11.1.2]

3.2.2b <u>Workers' Compensation Insurance:</u> Workers' compensation insurance is provided for all employees of the District. Employees shall receive a maximum of three (3) consecutive days of paid leave, with no charge to sick leave or vacation leave, following an occupational injury or illness, provided the leave is authorized in a bona fide off-work order and the injury or illness qualifies for coverage under the California Workers' Compensation Act.

Upon request, the employee may continue to receive their regular pay during periods of disability due to an illness or injury covered under the California Workers' Compensation Act by supplementing workers' compensation benefit payments with accrued sick leave or vacation pay. Under this policy, an employee may coordinate benefits with accrued sick leave and vacation leave to receive payment equivalent to regular salary per pay period. In no event shall an employee receive more than their regular salary by means of this process.

3.2.2c <u>Long Term Disability Insurance</u>: The District will provide employees in the Exempt Groups with long term disability insurance subject to carrier requirements and approval.

3.2.4 Life Insurance

The District agrees to pay the premium for a Fifty Thousand Dollar (\$50,000.00) term life insurance policy for each employee in the Exempt Groups. This benefit shall only apply to regular full-time employees.

The District will also make available to each employee in the Exempt Groups a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one times or two times the employee's annual gross earnings, subject to the approval of the provider of such benefit.

New employees shall become eligible to participate in these programs on the start of the pay period following the completion of 13 pay periods of satisfactory performance.

3.2.5 Employee Assistance Program

The District agrees to provide an employee assistance program available to employees in the Exempt Groups to provide confidential counseling for employees and their eligible dependents who request such services.

3.2.6 Leave Donation Program

3.2.6a General: Full time, regular employees may voluntarily donate their accrued leave to another eligible employee experiencing a serious health condition or whose immediate family member is experiencing a serious condition. The district recognizes that there are occurrences brought about by prolonged medical conditions that cause employees to exhaust all available leave and, therefore, must be placed on leave without pay. It is recognized that such employees forced to go on leave without pay could be without their regular salary income and medical benefits at the most critical point in their work life.

3.2.6b Eligibility for Program: A voluntary donation of leave from one employee to another may be permitted for the purpose of providing a full time, regular employee with paid sick leave time for the care of themselves, or an immediate family member, who is experiencing a serious health condition as determined by a physician or other qualified health care provider.

An employee is eligible to receive voluntary donations of leave when all of the following conditions have been met:

The employee who is, or whose immediate family member is, experiencing a serious health condition provides documentation of such serious health condition as verified by a qualified health care provider. Employees are eligible to receive leave donations where they (or their immediate family member) have, are, or are expected to experience a serious, catastrophic or unforeseen illness, injury or impairment that meets both of the following criteria: a) has caused or is likely to cause, the employee to take leave without pay; b) requires continuing treatment or supervision by a licensed health care provider. The definitions and documentation of catastrophic or unforeseen illness, injury or impairment will be interpreted and documented in accordance with the provisions of Family Medical Leave Act (FMLA).

The employee receiving donated leave has exhausted, or soon will exhaust, all accrued leave such as vacation leave, comp time, sick leave, holiday leave, and/or administrative leave, if applicable. Employees in these situations must make application to receive donated sick leave by completing the Application for Donated Leave form developed and issued by Administrative Services.

Employees subject to this program and determined eligible to receive donated sick leave are also required to submit a claim for short-term disability. Use of the employee's own accrued leave balance and any donated leave amounts will be coordinated with disability benefits to achieve at or near the equivalent of 80 hours of pay per pay period. Use of donated leave is taxable income to the recipient and subject to withholding as required by law.

3.2.6c <u>Continuation of Benefits for Employee:</u> Employees who are on an approved medical leave of absence or an approved leave of absence without pay under FMLA will continue to receive benefits as set forth in the PPP Section 5.3 Continuation of Benefits Coverage.

<u>3.2.6d Donation Procedure & Limitations:</u> Donations of accrued leave time shall be made in minimum increments of four (4) whole hour blocks of time.

To retain sufficient accrued leave to meet their own needs, donors contributing accrued leave must not reduce their total accumulated accrued leave balances to fewer than one hundred sixty (160) hours. The donation of leave accrual shall not be counted against the current year accrual and will not, therefore, count against usage for the current year for purposes of the annual sick leave cash out program (Standard Practice 2-9). Donation of accrued leave is irrevocable and will be deducted from the donor's accruals in the pay period following the request. Donated accrued leave will be reimbursed if it has not been used by the end of the recipient's need. Verification, obtained by the APCO or designee, ensuring that these conditions have been met will be done prior to the transfer of time from one employee to another

Nothing in this program shall be construed to require donations of time from one employee to another. To emphasize the voluntary nature of the donation, the names of the donors will not be made available to the recipient. Recipient employees are expected to refrain from personally soliciting donations from other District employees. However, the APCO or designee may announce a need and offer all District employees the opportunity to contribute. The notice of need shall not be construed as a demand or as an order for employees to contribute. There shall remain confidentiality of employees subject to the receipt of donated leave.

Employees who wish to donate leave accrual must provide written authorization to the Director of Administrative Services for the transfer of accrual by completing a Leave Donation Form developed and issued by Administrative Services. Administrative Services will confirm the donor has sufficient accrued leave for donation and sufficient leave accruals (particularly sick leave) available for the donating employee to meet their own needs.

The accrued leave donated will be converted to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of sick leave at the recipient's base rate of pay. For example: Employee A donates 10 hours of leave at Employee A's rate of pay \$50/hour. Employee B's rate of pay is \$25/hour, therefore the donated leave available to Employee B is 20 hours.

Following verification, the donations will be used for the recipient in the order they were received. Once the recipient has exhausted all paid leave, donations will be processed on a pay period by pay period basis. This process will continue until such time as the recipient's status changes and

they are no longer eligible for donations, or until no donations are available. When the need is resolved or the process is concluded, any remaining unused donations will be returned to the donor(s).

3.2.6e <u>Definitions</u>: "Immediate family" - The husband, wife, father/step, mother/step, brother/step, sister/step, child/step, legally registered domestic partners and legal dependents of the employee receiving the donation of leave.

"Serious health condition" - An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider which is expected to incapacitate the employee or a member of the employee's immediate family requiring the employee to take time off from work to care for themselves or that family member.

Any other definition and or procedure not otherwise defined in this standard practice shall be as defined or set forth in the FMLA and its implementing regulations.

3.2.7 Executive Physical Examination

To encourage the health and well-being of classifications assigned to Exempt Groups E and A may annually receive a complete executive physical and health examination. Such services may include, but not be limited to a comprehensive medical examination including services such as in-depth health assessment, diagnostic screenings, physical and nutritional assessments, and services included in a program specifically designed for executive professionals. Employees in Group E shall be reimbursed out of pocket expenses for such services per contract. Employees in Group A shall be reimbursed out of pocket expenses for such services up to \$500 per fiscal year.

3.2.8 Cell Phone Stipend

A stipend in the amount of \$125 will be paid annually. Beginning January 1, 2021 a stipend in the amount of \$300 annually to paid out equally by payperiod to employees who choose to use their personal cell phones to conduct any business with the District (including communication with supervisor or co-workers about attendance, etc.). Employees will have to "elect" to receive the stipend and sign a waiver/disclosure that they are permitting District staff to contact them via text or phone and that they understand that some of the information on their personal cell phones may be subject to retention and disclosure under the California Public Records Act.—The District will pay the stipend in pay period 15 for 2017, and pay period 1 for 2018, 2019, 2020, 2021, and 2022 on presentation of the election agreement.

If the employee chooses not to use their personal cell phone to conduct any business with the District, then the District shall provide an assigned cell phone for the employee to use. Such cell phone shall have the capability for business necessities. [Conforms to MOU Section 28]

3.2.9 Employee Wellness Program

The District will reimburse up to \$240 per year based on evidence of payment via contract or payroll deduction for membership fees paid. Programs may include gym membership, or participation in a wellness activity including but not limited to a weight loss program, or a smoking cessation program. Program qualification will be subject to justification and approval by the APCO. Reimbursement may be lump sum on evidence of payment or per pay period benefit for recurring contracts.

3.2.10 Holiday Closure

District offices will be closed on the following dates without loss of compensation to employees:

December 27 and 28, 2017.

December 26 and 27, 2018.

December 23, 26 and 30, 2019.

December 29 and 30, 2020 and "move" Holiday hours for December 25 (Friday) to Monday December 28.

December 28 and 29, 2021 and "move" Holiday hours for December 24 (Friday) to Monday December 27.

District offices will be closed on the following dates. Employees will receive compensation for two of the closed working days, as indicated. [Conforms to MOU Section 30.2]

December 26 through 30, 2022;

District pays December 27 and 28;

Observe the **December 24** holiday on December 26, Observe the **December 25** holiday on December 29 and observe **December 31** holiday on December 30.

December 26 through 29, 2023;

District pays December 27 and 28;

Observe the **December 24** holiday on December 26, and observe the **December 31** holiday on December 29)

December 23, 2024 through January 2, 2025;

District pays December 26 and 27;

Employees will be required to use **3 days of accrued leave** for the closure.

3.2.11 Bereavement Leave

When a death occurs in the immediate family, regular employees are entitled up to three days paid (without impact to employee's leave accruals) Bereavement Leave. Bereavement Leave may be used only in the loss of a spouse, domestic partner, children, parents, parents of current spouse, sister, brother, grandparents, step-parents, half-brother, half-sister, sister-in-law, brother-in-law or any individual who may have a true parental relationship to the employee.

3.3 Retirement Program

3.3.1 Retirement program

Employee Contributions to the San Bernardino County Employees' Retirement Association ("SBCERA"). The District shall pick up a portion of the required contribution as periodically established by SBCERA of for each eligible employee except as set forth in 1.33.3.1c below to the San Bernardino County Employees' Retirement Association SBCERA as follows: [Conforms to MOU] Section 15]

3.3.1a For Employees Hired on or Before 6/30/2009: The District shall pay ("pick up") the first seven percent (7%) of the employee's earnable compensation, as that term is defined in the County Employees Retirement Law of 1937 ("CERL"), towards the required member contribution. Beginning July 1, 2017 the District pickup shall be reduced by 1%, with further 1% reductions effective July 1, 2018, 2019, 2020, and 2021. Notwithstanding the preceding, the portion of the required member contribution rate paid by employees shall not exceed the member contribution rate established by SBCERA for Tier 2 members, as adjusted from time to time by SBCERA. Notwithstanding further, the member contribution shall not exceed 10% of the employee's earnable compensation. The provisions of this paragraph shall expire on June 30, 2022.

3.3.1b For Employees Hired on or After 7/1/2009: Employees shall pay the first seven percent (7%) of the employee's earnable compensation, as that term is defined in CERL,, towards the member contribution. Beginning July 1, 2017 the employee share shall increase by 1%, with

further 1% increases effective July 1, 2018, 2019, 2020, and 2021. Notwithstanding the preceding, the portion of the required member contribution rate paid by employees shall not exceed the member contribution rate established by SBCERA for Tier 2 members, as adjusted from time to time by SBCERA. The District will pick up the balance of the required member contribution. Notwithstanding further, the member contribution shall not exceed 10% of the employee's earnable compensation. The provisions of this paragraph shall expire on June 30, 2022.

- 3.3.1c. Effective July 1, 2022, for employees hired on or before 12/31/12: Employees shall pay the full amount of their required member contribution rate as determined by SBCERA not to exceed twelve percent (12%). The District will pick up the employee required contribution rate in excess of 12.00%.
- 3.3.1deFor Employees Hired on or After 1/1/2013: Employees that are determined to be Tier 2 members by SBCERA shall pay the required member contribution rate as determined by SBCERA. The District will not be responsible for any portion of the required member contribution. This provision shall remain in effect through the term of this agreement and shall not be reversed or invalidated on expiration of the agreement.
- <u>3.31e.</u> A new employee hired on or after 01/01/2013 who is determined to be a Tier 1 member by SBCERA shall be subject to the same terms set forth in Section 3.3.1ac
- 3.3.1d Thirty (30) Years' Service Credit: Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 and employees over the age of 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in taxable wages in the amount of the District's retirement contribution.

Employees hired on or after January 1, 2013: and subject to the Public Employees' Pension Reform Act are not eligible for this provision (Government Code §7522).

3.3.2 Retirement Contributions

Additionally, employees in the Exempt Groups shall receive the following amounts monthly to be applied to the portion of the employee's retired contribution not covered by the provisions of Section 3.3.1 above as follows:

Group E Executive Management

per contract

Group A Management \$380/month

Group B Program Management \$180/month

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash and will be subject to applicable taxes.

Employees hired on or after October 24, 2016 and employees that transition to a position in the Exempt Groups on or after that date are not eligible for this benefit.

3.3.3 Retiree Medical Benefit

- 3.3.3a <u>General:</u> The District agrees to pay to eligible retired employees who retire from active service at the MDAQMD a portion of the premium of CalPERS health insurance for the employee and his or her spouse
- 3.3.3b <u>Eligibility</u>: Retiring employee shall be eligible for retiree medical benefits under the following conditions:

Retiring employee must be enrolled in the District's CalPERS health plan at the time of the retirement.

Retiring employee must have a minimum total of twenty (20) years of public service with any of the member agencies of the District and any air district in California.

However, a minimum of ten (10) years of must have been served with the District and/or its predecessor agency. Years of public service with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265.

3.3.3c Calculation of Premium Portion: The portion of the premium to be paid shall be calculated as 2% per service year from the date of hire with the District. The date of hire with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265. For those eligible employees hired between 7/1/1993 and 7/1/2009 years of service with a member agency or any air district in California shall be added to District years of service for the purposes of the premium portion calculation.

In no case shall the portion of the premium to be paid exceed the Flexible Benefit amount for a full-time employee as set forth in Section 3.1 above.

3.3.3d Length of Benefit: Such benefit is payable from the date of retirement to five (5) years, or until the date retiree becomes eligible for Medicare, or until the date retiree discontinues the coverage, whichever occurs first.

3.3.3e <u>Member Agency</u>: For the purposes of Section 3.3.3b, a "member agency" is defined as a city or county that lies in whole or in part within the boundaries of the District.

3.3.4 Deferred Compensation Plan

Employees shall be eligible to enroll in deferred compensation plans offered by the District from the first day of employment. Employees are permitted to specify amounts to be deducted from the employee's paycheck for deposit to the District's deferred compensation account. The MDAQMD Deferred Compensation Plan (457(b)) contains the plan specifics.

3.3.5 401(a) Matching Contribution Plan

The District has established a 401(a) Matching Contribution Plan. The District will contribute an amount equal to 6% of the employee's salary deferrals made during the prior calendar year to the MDAQMD Deferred Compensation Plan (457(b)). The District's match shall not be applied to catch-up contributions and additional elective deferrals. (See MDAQMD 401(a) Matching Contribution Plan, Article VII).

Employees are eligible to be credited the matching contribution when they have elected to participate in the MDAQMD Deferred Compensation Plan. (See MDAQMD 401(a) Matching Contribution Plan, Article VI)

Employees are fully vested and shall have a non-forfeitable and vested right to their retirement account (401(a)) following five years of service with the District. (See MDAQMD 401(a) Matching Contribution Plan, Article IX)

In no event shall any contribution into the District's 401(a) Matching Contribution Plan exceed the maximum amount allowable by law.

4. CLASSIFICATION

4.1 Purpose

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position for the purpose of recruitment, compensation and organizational structuring. Whenever positions are subject to any change as a result of classification review, and are allocated within the Exempt Group, any Governing Board action shall be on the recommendation of the APCO. Requests to review a classification action shall be submitted to the APCO. Positions allocated to the Exempt Group shall not be subject to any classification appeal procedure.

The purpose of Classification review is to ensure the accurate reflection of tasks and duties involved in the Exempt position. Factors involved in this process include recruitment, retention, compensation and organizational structure. Any changes to Exempt position responsibilities are subject to classification review with the APCO having the final and binding authority in the review process determination.

4.2 Classified & Unclassified Service

- 4.2.1 <u>Classified Service</u> includes those positions which are authorized and regular positions and to which appointments are made through a competitive process governed by merit system requirements and in which an employee can achieve regular employee status.
- 4.2.2 <u>Unclassified Service</u> includes positions which are other than classified positions. Unclassified positions do not have appeal rights.

4.3 Classification Adjustments

An upgrade is a reclassification of a position from one classification to another classification having a higher base salary range.

When a position is downgraded, the APCO may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no further salary rate increases until the salary rate of the position held exceeds the "X" step.

4.4 Exempt Confidential Employee

An exempt confidential employee is a direct subordinate of exempt executive or management employees where the duties of the exempt executive or management employees require imparting confidential information and entrusting confidence to the subordinate; and where the subordinate is required to exercise independent judgment and cautions to prevent dereliction of confidence or injury to the District.

5. COMPENSATION

5.<u>1</u>5 Wages

Effective July 1, 2017, the wage rate for each employee in the Groups A and B will increase 2.0% as set forth in Exhibit 1 – Salary Range Table.

Effective July 1, 2018 the wage rate for each employee in the Groups A and B will increase **2.0%** as set forth in Exhibit 2 – Salary Range Table.

Effective July 1, 2019 the wage rate for each employee in the Groups A and B will increase 2.0% as set forth in Exhibit 3 – Salary Range Table.

Effective July 1, 2020 the wage rate for each employee in the Groups A and B will increase 2.5% as set forth in Exhibit 4 – Salary Range Table.

Effective July 1, 2021 the wage rate for each employee in the Groups A and B will increase 2.5% as set forth in Exhibit 5 – Salary Range Table.

Effective July 1, 2022 the wage rate for each employee in the General Unit will increase 5.0% as set forth in Exhibit 6 – Salary Range Table.

Effective July 1, 2023 the wage rate for each employee in the General Unit will increase 1.5% as set forth in Exhibit 7 – Salary Range Table.

Effective July 1, 2024 the wage rate for each employee in the General Unit will increase 1.5% as set forth in Exhibit 8 – Salary Range Table.

[Conforms to MOU Section 19]

5.2 Salary Adjustments

The performance evaluation shall be made up of a list of duties and standards that reflects the employee's position description and duties. Employees will be evaluated based upon these standards as "unsatisfactory," "meets," and "outstanding." Salary increases will be given for performance evaluations rated or scored 2.0, or higher on a scale of 1 to 3. The maximum salary adjustment available is $2\frac{1}{2}$ % of base hourly rate of pay, as set forth in the appropriate Salary Range Table as set forth in Exhibit 2 attached hereto.

5.3 Longevity Award

In pay period one, longevity awards shall be granted to eligible employees in an amount not to exceed $2\frac{1}{2}$ % of the annual base pay as calculated in pay period 26 of the prior calendar year subject to:

The employee having reached or passed the top (or final) step in their respective pay range on July 1 of the previous calendar year; and

The employee having received a successfully rated performance evaluation as described in Section 5.2 above

5.4 Special Assignment Compensation

Special assignment compensation is a classification concept which allows for temporary increases in pay beyond that which is normally allowed when duties performed support such additional pay for specific periods of time.

Increases in pay may be granted to recognize the temporary assignment of more difficult duties requiring a greater level of skills. "Temporary assignment" shall mean a period of one calendar year or less. Selected positions may be authorized for special assignment compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. Increases in pay shall be temporary so long as the higher-level duties are assigned and performed, not to exceed one calendar year. Such increases in pay shall not affect an employee's step advancement in the base range. The amount of additional pay awarded will be determined by the APCO subject to procedures approved by the Governing Board.

6. LEAVE PROVISIONS

Employees in the Exempt Groups shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.

6.1 Sick Leave

- 6.1.1 <u>Accrual Rate:</u> The accrual rate for sick leave for regular full-time employees shall be 3.69 hours per pay period or prorated on the basis of 96 hours per calendar year.
- 6.1.2 <u>Cash Out:</u> Any employee may elect to convert to cash at the employee's current hourly rate of pay thirty percent (30%) of the unused sick leave each July that was accrued during the preceding fiscal year provided the subject employee leaves a minimum sick leave balance of 160 hours. Employees must submit a pre-election agreement to convert sick leave to cash by June 30 of the year before the leave will accrue. For example, an employee must elect by June 30, 2016 to convert 30% of unused sick leave earned from July 1, 2016 June 30, 2017 to cash in July 2017 if the employee's remaining sick leave balance at the time of conversion will be at least 160 hours.
- 6.1.3 <u>Cash Out Upon Separation:</u> After 10 years of continuous service from the date of hire in a regular position, and upon retirement, death, or separation, an employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as	Cash Payment Percentage of
of Date of Separation	Hours of Sick Leave Balance
-	
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to 100% cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this subsection in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

6.1.4 <u>Vacation Conversion Option:</u> Employees may exchange accrued sick leave hours in excess of eight hundred forty (840) hours for vacation time on the basis of two hours of sick leave for one hour of vacation leave. Any such exchange must be made in forty (40) hour increments of accrued sick leave.

6.2 Vacation Leave

6.2.1 <u>Accrual Rate:</u> The accrual rate for vacation leave for regular full-time employees shall be as follows:

Accrual of 3.08 hours per pay period during the first four years of continuous employment;

Accrual of 4.62 hours per pay period during the years five through nine of continuous employment; and

Accrual of 6.15 hours per pay period the years nine through fourteen years of continuous employment.

Accrual of 6.46 hours per pay period following the fourteenth year of continuous employment and increasing by 0.3077 hours per pay period each successive year thereafter of continuous employment up to a maximum of 9.23 hours per pay period.

There shall be no limit on vacation accruals, however exempt employees are strongly encouraged to use at least 40 hours of vacation leave during the calendar year.

6.2.2 <u>Cash Out Upon Separation</u>: Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

- 6.2.3 <u>Prior Service Credit</u>: . Employees in regular positions who have been employed by a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency in determining their vacation accrual rate. Such determination as the comparability of previous experience and amount of credit to be granted rests solely with the APCO.
- 6.2.4 <u>Vacation Cash Out:</u> An employee may sell back vacation time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:
 - 6.2.4a Future Accruals: An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made in increments of not less than 40 hours and may not exceed 160 hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.
 - 6.2.4b Existing Accruals: Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 40 hours and will be subject to a 10% penalty.

6.3 Holiday Leave

All employees in regular positions shall be entitled to established District holidays.

- 6.3.1 <u>Cash Out Upon Separation:</u> Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.
- 6.3.2 Cash Out: An employee may sell back holiday time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:
 - 6.3.2a <u>Future Accruals:</u> An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than 8-9 hours and may not exceed 40-45 hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.

6.3.2b Existing Accruals: Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 8-9 hours and will be subject to a 10% penalty. [Conforms to PPP changes 9-25-2017]

6.4 Administrative Leave

Effective pay period 1 of each year an employee in a regular position will be provided with Administrative Leave for the employee's use in the amounts allocated in this section. Employees hired after the beginning of pay period 1 shall receive a prorated number of hours. Such Administrative Leave may be cashed out at the employee's then current base rate of pay to the extent that the hours would have accrued at the appropriate accrual rate per pay period minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at employee's then current base rate of pay. Upon termination of employment unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the appropriate rate per pay period that exceeds the total number of hours previously used and cashed out.

Group E	Executive Management	per contract
Group A	Management	120 hours/year
Group B	Program Management	80 hours/year

Employees hired on or after October 24, 2016 and employees that transition to a position in the Exempt Groups on or after that date are allocated administrative leave as follows:

Group E	Executive Management	per contract
Group A	Management	50 hours/year
Group B	Program Management	40 hours/year

6.5 Compulsory Leave

If in the opinion of the APCO employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the APCO. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the APCO shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

6.6 Military Leave

As provided in the Military and Veterans Code Section 395 et seq., and any amendment thereto, a District employee may be entitled to the following rights concerning military leave:

Temporary Duty: Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one year immediately prior to the date such leave begins. In determining the one year employment requirement all time spent in recognized military service shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one year employment requirement shall be entitled to receive their regular salary or compensation for the first 30 calendar days of any such temporary leave. Pay for such purpose shall not exceed 30 calendar days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. The 30 day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

Copy of military orders must accompany the request for leave form.

6.6.2 Active Duty: Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification, subject to a physical/psychological examination, on serving a written notice to the APCO within six months of the termination of their active service with the Armed Forces; provided, that such right to return to former classification shall not be granted to such employees who fail to return to their position within 12 months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration. However, such employee will not have accrued vacation, sick leave, other benefits while absent from District employment, except as provided in the temporary duty provision.

6.7 Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

6.8 Special Leaves of Absences Without Pay

A special leave of absence without pay for a period not exceeding one year may be granted to an employee who is:

Medically incapacitated to perform the duties of the position;

Desires to engage in a relevant course of study which will enhance the employee's value to the District;

For any reason considered appropriate by the APCO.

Such request must be in writing and requires the approval of the APCO. Upon request, the APCO may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification.

6.9 Jury Leave

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage.

6.10 Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking District

promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate.

6.11 Witness leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

6.12 Blood Donations

Employees in regular positions may be granted time to donate blood without receiving compensation for such donation.

6.13 Benefit Date

For the purpose of step advancements, sick and vacation leave accrual, the benefit date is defined as follows for each employee:

If the first working day of the pay period was worked, the benefit date is defined as the first day of the pay period.

If the employee started any time after the first working day of the pay period, then the benefit date will be the first day of the following pay period.

The benefit date of an employee who is absent without pay may be adjusted accordingly.

7. SPECIAL PROVISIONS

7.1 Expense Reimbursement

Employees in the Exempt Group are subject to the District's expense reimbursement policies except as provided in this section.

7.1.1 <u>Travel Via Private Vehicle:</u> Reimbursement for use of privately owned vehicles to conduct District business, approved by the APCO or designee, shall be at the standard mileage rates published periodically by the U.S. Internal Revenue

Service per mile for all miles traveled. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private vehicle, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private vehicles used on District business. The owner of a vehicle is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

7.1.2 <u>Meals & Expenses:</u> Per diem allowances for lodging and meals shall not be allowed without prior approval of the APCO or designee as necessary for the purposes of conducting District business. Excess charges greater than the allowances listed below may be authorized under special conditions, such as a convention requirement or in an area of high cost. Receipts are mandatory to obtain reimbursement for all lodging.

The allowance for meals and incidental expenses is the amount as published in the most recent GSA Per Diem Rates currently located at https://www.gsa.gov/perdiem. Receipts will be required for meal purchases exceeding the limits for the region where the travel occurred.

7.2 Tuition Reimbursement & Membership Dues

The District shall maintain a Tuition and Dues Reimbursement Fund for exempt employees

Reimbursement from the Fund may be used for tuition or professional dues or both so long as the employee does not use the reimbursement for dues of more than two (2) professional organizations.

Reimbursement is available for each such full-time employee pursuant to Standard Practice 2-12. Any reimbursement that exceeds limits of Governing Board Policy 94-1 is subject to the approval of the District's Governing Board.

The District agrees to appropriate to the Fund each fiscal year sufficient sums to make available an aggregate amount equal to six hundred dollars (\$600) per each full time exempt employee. The District also agrees that on June 30 of each year, the amount remaining in the Fund will be moved for separate accounting and allowed to accrue each year, without interest, not to exceed \$20,000, and may be available for withdrawal for tuition reimbursement requests in accordance with Standard Practice No. 2-12, as amended. [Conforms with MOU Section 17.4]

7.3 Personal Protective Equipment

Governing Board Policy No. 96-5 Occupational Illness and Injury Prevention Program ensures District compliance with providing personal protective equipment for all District employees.

Employees are eligible to enhance their personalized protective equipment if their position requires it as part of their field work. If it is uncertain whether an employee will be required to wear enhanced personalized protective equipment, no purchase will be made until it is actually needed. Enhanced personalized protective equipment shall be described as safety shoes and safety prescription eyeglasses.

The maximum benefit available per calendar year will be one hundred thirty Dollars (\$130.00). Beginning July 1, 2022 the maximum benefit available will be two hundred fifty dollars (\$250.00). Employees may purchase any kind of enhanced personalized protective equipment, as described above that will be acceptable at the locations where they will be required to wear them. Employees will be responsible for any amount exceeding \$130.00 (\$250 after July 1, 2022) during the calendar year. [Conforms with MOU Section 18.3]

Safety shoes will be replaced when they wear out. New employees whose position require wearing safety shoes will be fitted for safety shoes shortly after they start working for the District. Employees who are in designated job categories will be required to wear safety shoes while on duty in the field.

Safety prescription eyeglasses will be replaced as prescribed by the employee's attending eye care professional.

7.4 Conditions of Employment

In the event an employee's position is abolished the District will make reasonable efforts to place the employee in a comparable position based upon the employee's skills, knowledge and abilities, as well as consideration of the employee's length of service with the District. If reasonable efforts to place the Exempt employee are unsuccessful, the employee will be subject to layoff according to established District procedures. An Exempt employee does not have bumping rights to other District positions, whether previously held or not.

7.5 Hours of Work

Employees in the Exempt Groups shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the APCO and such hours may be varied so long as the work requirements and efficient operations of the District are assured.

The nature of exempt employment for affected employee classifications is such that work outside normal District business hours may be needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of exempt positions are established.

7.6 Reemployment

A regular employee in good standing who has terminated District employment, and who is subsequently rehired may receive restoration according to established District policy.

7.7 Work Performance

Work performance criteria for employees in classified exempt positions are governed by the Personnel Policies and Procedures.

- 7.7.1 <u>Probationary Period:</u> Employees in these Exempt Groups are required to serve a probationary period except in those circumstances where the same has been waived by the APCO.
- 7.7.2 <u>Performance Evaluations:</u> For those Classified Exempt employees who have attained regular status in an Exempt position, a performance evaluation is to be issued at least on an annual basis and/or whenever an employee's work performance necessitates documentation. The evaluation includes the measurement of both conduct and production standards.

Unclassified employees shall be evaluated periodically by their appointing authority.

Revision History

Amended February 24, 2020 conforming with adopted MOU

Amended August 26, 2019; ¹Typo corrected per Action #5 August 26, 2019

Amended July1, 2017

Amended September 26, 2016

Amended January 12, 2012

Amended Tables October 24, 2011

Amended September 26, 2011,

Amended January 24, 2011

Amended August 24, 2009

Amended June 23, 2008

Amended January 28, 2008

Amended August 28, 2006

Amended April 24, 2006

Amended January 23, 2006

Amended June 27, 2005

Amended April 26, 2004

Amended June 25, 2001

Approved and Adopted November 27, 2000

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RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	14.11	14.46	14.82	15.19	15.57	15.96	16.36	16.77	17.19	17.62	18.06	18.51	18.97	19.45	19.93	2,445 -	2,979
601	14.46	14.82	15.19	15.57	15.96	16.36	16.77	17.19	17.62	18.06	18.51	18.97	19.45	19.94	20.43	2,507 -	3,054
602	14.83	15.20	15.58		16.36			17.62	18.06	18.52	18.98	19.45	19.94	20.44	20.95	2,570 -	3,131
603 604	15.19 15.57	15.57 15.96	15.96 16.36	16.36 16.77	16.77 17.19	17.19 17.62	17.62 18.06	18.06 18.51	18.51 18.98	18.97 19.45	19.44 19.94	19.93 20.44	20.43	20.94 21.47	21.46 22.01	2,633 - 2,700 -	3,208 3,289
605	15.96	16.36	16.77	17.19		18.06	18.51	18.97	19.45	19.43	20.43	20.44	21.46	22.00	22.55	2,766 -	3,269
606	16.37	16.77	17.19	17.62			18.98		19.94	20.44	20.95	21.47	22.01	22.56	23.12	2,837 -	3,456
607	16.77	17.19	17.62	18.06		18.98	19.45		20.43	20.94	21.47	22.01	22.56	23.12	23.70	2,907 -	3,542
608	17.19	17.62	18.06	18.51	18.97	19.45	19.93	20.43	20.94	21.46	22.00	22.55	23.12	23.69	24.29	2,979 -	3,630
609	17.62	18.06	18.52	18.98		19.94			21.47	22.01	22.56	23.12	23.70		24.90	3,055 -	3,722
610	18.06	18.51	18.98	19.45		20.43	20.95		22.01	22.56	23.12	23.70	24.29	24.90	25.52	3,131 -	3,814
611	18.51	18.97						22.00		23.11	23.69	24.29	24.89	25.51	26.15	3,208 -	3,909
612 613	18.98 19.45	19.45 19.93		20.44			22.01	23.11	23.12	23.70 24.28	24.29 24.89	24.90 25.51	25.52 26.15	26.16 26.81	26.81 27.48	3,289 - 3,370 -	4,008 4,107
614	19.43	20.43		21.47		22.55				24.89	25.52	26.16	26.81	27.48	28.17	3,455 -	4,210
615	20.43	20.94			22.55			24.29	24.90	25.52	26.16	26.81	27.48	28.17	28.87	3,542 -	4,315
616	20.94			22.55				24.89		26.16	26.81	27.48	28.17	28.87	29.59	3,630 -	4,423
617	21.46	22.00	22.55	23.11	23.69	24.28	24.89	25.51	26.15	26.80	27.48	28.16	28.87	29.59	30.33	3,720 -	4,533
618					24.29				26.81	27.48	28.17	28.87	29.59	30.33	31.09	3,814 -	4,647
619	22.56	23.12			24.90				27.48	28.17	28.87	29.60	30.34	31.09	31.87	3,910 -	4,764
620	23.12			24.90		26.16		27.48	28.17	28.87	29.59	30.33	31.09	31.87	32.66	4,007 -	4,882
621 622	23.70 24.29			25.52		26.81 27.49	27.49	28.17 28.88	28.88	29.60 30.34	30.34	31.10 31.87	31.87 32.67	32.67 33.49	33.49 34.33	4,108 -	5,005
623	24.29			26.81		28.17	28.87	29.59	30.33	31.09	31.10 31.87	32.67	33.48	34.32	35.18	4,211 - 4,315 -	5,131 5,258
624	25.52			27.48		28.87		30.34	31.09	31.87	32.67	33.49	34.32	35.18	36.06	4,424 -	5,390
625	26.16	26.81	27.48		28.87				31.87	32.66	33.48	34.32	35.18	36.06	36.96	4,534 -	5,524
626	26.81	27.48	28.17	28.87	29.59	30.33			32.67	33.48	34.32	35.18	36.06	36.96	37.88	4,647 -	5,662
627	27.48	28.16	28.87	29.59	30.33	31.09	31.86	32.66	33.48	34.31	35.17	36.05	36.95	37.88	38.82	4,763 -	5,803
628	28.16	28.87						33.48		35.17	36.05	36.95	37.88	38.82	39.79	4,882 -	5,948
629	28.87	29.59		31.09		32.66			35.18	36.06	36.96	37.88	38.83	39.80	40.79	5,004 -	6,097
630	29.59	30.33			32.66			35.17	36.05	36.95	37.88	38.82	39.79	40.79	41.81	5,129 -	6,249
631 632	30.34			32.67 33.48	33.49 34.31	35.17	36.05	36.06 36.95	36.96 37.88	37.89 38.82	38.84 39.79	39.81 40.79	40.80 41.81	41.82 42.85	42.87 43.93	5,259 - 5,388 -	6,407 6,565
633	31.87			34.32				37.88		39.80	40.79	41.81	42.86	43.93	45.03	5,524 -	6,730
634	32.67			35.18			37.89			40.80	41.82	42.86	43.94	45.03	46.16	5,663 -	6,899
635	33.48	34.32		36.05		37.88	38.83	39.80	40.79	41.81	42.86	43.93	45.03	46.15	47.31	5,803 -	7,071
636	34.32	35.18			37.89	38.83		40.80	41.82	42.86	43.94	45.03	46.16	47.31	48.50	5,949 -	7,249
637	35.18	36.06		37.88		39.80			42.86	43.93	45.03	46.15	47.31	48.49	49.70	6,097 -	7,429
638	36.06			38.83						45.03	46.16	47.31	48.50	49.71	50.95	6,250 -	7,616
639	36.96 37.88			39.80 40.79				43.93	46.15	46.15	47.31	48.49 49.70	49.70 50.95	50.94 52.22	52.22	6,406 -	7,805
640 641	38.83	38.83	39.80	41.81		42.86 43.93	43.93	45.03 46.15		47.31 48.49	48.49 49.70	50.95	52.22	53.52	53.52 54.86	6,566 - 6,730 -	8,000 8,200
642	39.80	40.79			43.93			47.30		49.70	50.94	52.21	53.52	54.86	56.23	6,898 -	8,404
643								48.49		50.95	52.22	53.53	54.86			7,071 -	8,615
644	41.81	42.86	43.93	45.03	46.15	47.31	48.49	49.70	50.95	52.22	53.53		56.23	57.64	59.08	7,248 -	8,831
645								50.95		53.53	54.87	56.24	57.65	59.09	60.57	7,430 -	9,053
646								52.23		54.87	56.24	57.65	59.09		62.08	7,616 -	9,279
647								53.52		56.23	57.64	59.08	60.56		63.62	7,805 -	
648 649						52.22		54.86 56.23		57.64 59.08	59.08 60.56	60.56 62.07	62.07 63.62	63.62 65.21	65.21 66.84	8,000 - 8,200 -	9,747 9,991
650								57.64		60.56	62.08	63.63	65.22	66.85	68.52		10,241
651								59.09		62.08	63.63	65.22	66.85		70.24		10,241
652								60.56		63.63	65.22	66.85	68.52		71.99		10,760
653	52.22	53.52	54.86	56.23	57.64	59.08	60.56	62.07	63.62	65.21	66.84	68.51	70.23		73.78	9,051 -	11,028
654								63.63		66.85	68.52	70.23	71.99		75.63		11,305
655								65.21		68.51	70.23	71.98	73.78		77.52		11,586
656								66.84		70.23	71.98	73.78	75.63		79.46		11,876
657 658								68.51 70.23		71.98 73.79	73.78 75.63	75.63 77.52	77.52 79.46		81.44 83.48	9,991 - 10,241 -	12,173
659								71.99		75.63	77.52	79.46	81.45		85.57	10,241 -	
660								73.78		77.52	79.46	81.44	83.48		87.70	10,759 -	
661	63.63							75.64		79.47	81.45	83.49	85.58		89.91	11,029 -	
662	65.21	66.84	68.51	70.23	71.98	73.78	75.63	77.52	79.45	81.44	83.48	85.56	87.70		92.14	11,303 -	13,772
663	66.85	68.52	70.23	71.99	73.79	75.63	77.52	79.46	81.44	83.48	85.57	87.71	89.90			11,587 -	
664	68.52							81.45		85.57	87.71	89.91	92.15		96.82	11,877 -	
665								83.48		87.70	89.90	92.14	94.45			12,173 -	
666								85.57 87.71		89.90	92.15	94.45	96.81		101.71	12,477 - 12,789 -	
667 668								89.91		92.15 94.46	94.45 96.82	96.81 99.24	99.23		104.26 106.87	12,789 -	
669								92.15		96.81	99.23	101.71			100.87	13,110 -	
670								94.46		99.24		104.27			112.28		
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										No	t attain	able as	of Janu	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	14.39	14.75	15.12	15.50	15.88	16.28	16.69	17.11	17.53	17.97	18.42	18.88	19.35	19.84	20.33	2,494 -	3,039
601	14.75	15.12	15.50		16.28	16.69	17.11	17.53	17.97	18.42	18.88	19.35	19.84	20.33	20.84	2,557 -	3,115
602	15.12	15.50			16.69	17.11	17.54	17.98	18.42	18.89	19.36	19.84	20.34	20.85	21.37	2,621 -	3,194
603 604	15.49 15.89	15.88 16.28		16.68 17.11	17.10 17.54	17.53	17.97 18.42	18.42 18.88	18.88 19.36	19.35 19.84	19.83 20.34	20.33	20.84	21.36 21.90	21.89 22.45	2,686 - 2,754 -	3,272 3,355
605	16.28	16.69			17.97	18.42	18.88	19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00	2,822 -	3,438
606	16.69	17.11	17.54	17.98	18.43	18.89	19.36		20.34	20.85	21.37	21.90	22.45	23.01	23.59	2,893 -	3,525
607	17.11	17.53	17.97	18.42	18.88	19.35		20.33	20.84	21.36	21.90	22.45	23.01	23.58	24.17	2,965 -	3,613
608	17.53	17.97	18.42	18.88	19.35	19.83		20.84		21.89	22.44	23.00	23.58	24.17	24.77	3,039 -	3,702
609	17.98	18.43	18.89		19.84	20.34	20.85		21.90	22.45	23.01	23.59	24.18	24.78	25.40	3,116 -	3,797
610	18.42	18.88			20.34	20.84		21.90	22.45	23.01	23.58	24.17	24.78	25.40	26.03	3,193 -	3,891
611 612	18.88 19.36	19.35 19.84				21.36	21.89	22.44	23.00 23.58	23.58 24.17	24.17 24.78	24.77 25.40	25.39 26.03	26.02 26.68	26.68 27.35	3,272 - 3,355 -	3,987 4,088
613			20.84			22.44		23.58		24.17	25.39	26.02	26.67	27.34	28.02	3,438 -	4,189
614			21.36			23.00		24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	3,524 -	4,294
615	20.84		21.90		23.01	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	29.45	3,613 -	4,402
616	21.36	21.90	22.44	23.00	23.58	24.17	24.77	25.39	26.03	26.68	27.35	28.03	28.73	29.45	30.18	3,703 -	4,511
617	21.89		23.00			24.77		26.02	26.67	27.34	28.02	28.73	29.44	30.18	30.93	3,795 -	4,624
618					24.77	25.39		26.68		28.03	28.73	29.45	30.19	30.94	31.71	3,890 -	4,740
619	23.01	23.58		24.78	25.40	26.03		27.35	28.03	28.73	29.45	30.19	30.94	31.72	32.51	3,988 -	4,859
620 621	23.58	24.17 24.78	24.77	25.39 26.03		26.68	27.35	28.03 28.74	28.73 29.45	29.45 30.19	30.18 30.95	30.94 31.72	31.71 32.51	32.51 33.32	33.32 34.16	4,087 - 4,190 -	4,980 5.105
622	24.17		26.03			28.04	28.03	29.45	30.19	30.19	30.95	31.72	32.51	33.32	35.01	4,190 - 4,295 -	5,105 5,233
623		26.03				28.73	29.45			31.71	32.51	33.32	34.15	35.01	35.88	4,402 -	5,363
624		26.68			28.73	29.45		30.94	31.72	32.51	33.32	34.16	35.01	35.88	36.78	4,512 -	5,498
625	26.68	27.35	28.03	28.73	29.45	30.18	30.94	31.71	32.51	33.32	34.15	35.00	35.88	36.78	37.70	4,624 -	5,634
626	27.35		28.73	29.45		30.94	31.71		33.32	34.15	35.01	35.88	36.78	37.70	38.64	4,740 -	5,775
627	28.03		29.45			31.71		33.31	34.15	35.00	35.88	36.77	37.69	38.63	39.60	4,858 -	5,919
628	28.73					32.50	33.31	34.15	35.00	35.88	36.77	37.69	38.63	39.60	40.59	4,979 -	6,067
629	29.45		30.94	31.71 32.50	32.51 33.31	33.32 34.15	34.15		35.88	36.78	37.70 38.63	38.64	39.60 40.59	40.60 41.60	41.61	5,104 - 5,231 -	6,219 6,374
630 631		30.94	32.51	33.32	34.16	35.01		35.88 36.78	36.77 37.70	37.69 38.65	39.61	39.60 40.60	41.62	42.66	42.64 43.72	5,231 -	6,535
632	31.71	32.50		34.15	35.00	35.88	36.77	37.69	38.63	39.60	40.59	41.60	42.64	43.71	44.80	5,496 -	6,697
633		33.32				36.78	37.70		39.60	40.59	41.61	42.65	43.72	44.81	45.93	5,634 -	6,865
634	33.32	34.15	35.01	35.88	36.78	37.70	38.64	39.61	40.60	41.61	42.65	43.72	44.81	45.93	47.08	5,776 -	7,037
635		35.00				38.64		40.59		42.65	43.71	44.81	45.93	47.08	48.25	5,919 -	7,212
636			36.78		38.64	39.61	40.60		42.66	43.72	44.81	45.94	47.08	48.26	49.47	6,068 -	7,394
637	35.88		37.70	38.64	39.60	40.59	41.61		43.72	44.81	45.93	47.08	48.25	49.46	50.70	6,219 -	7,577
638 639	36.78 37.69	37.70 38.64		39.61 40.59		41.61 42.65	42.66 43.71	43.72 44.81	44.81 45.93	45.94 47.07	47.08 48.25	48.26 49.46	49.47 50.69	50.70 51.96	51.97 53.26	6,375 - 6.534 -	7,768 7,961
640		39.60			42.65	43.72	44.81	45.93	47.08	48.25	49.46	50.70	51.96	53.26	54.60	6,697 -	8,160
641	39.60	40.59		42.65	43.72	44.81	45.93		48.25	49.46	50.70	51.96	53.26	54.59	55.96	6,865 -	8,364
642	40.59	41.61	42.65	43.71	44.81	45.93	47.07	48.25	49.46	50.69	51.96	53.26	54.59	55.96	57.35	7,036 -	8,572
643	41.61	42.65	43.72	44.81	45.93	47.08	48.25	49.46	50.70	51.97	53.26	54.60	55.96	57.36	58.79	7,212 -	8,788
644									51.96							7,393 -	9,007
645					48.26					54.60		57.37	58.80		61.78	7,578 -	9,234
646 647					49.47 50.70					55.97 57.36	57.37 58.79	58.80 60.26	60.27	61.78		7,768 - 7,961 -	9,464 9,700
648					51.96					58.79	60.26	61.77	61.77 63.31	63.31 64.89	64.90 66.52	8,160 -	9,700
649					53.26					60.26	61.77	63.31	64.90	66.52	68.18	8,364 -	,
650					54.60					61.77	63.32	64.90	66.52	68.19	69.89		10,446
651	50.70	51.97	53.27	54.60	55.97	57.37	58.80	60.27	61.78	63.32	64.91	66.53	68.19	69.90	71.64	8,789 -	10,708
652					57.36				63.32	64.90	66.52	68.19	69.89	71.64	73.43		10,975
653					58.79					66.52	68.18	69.88	71.63	73.42	75.26		11,248
654					60.27	61.77		64.90		68.19	69.89	71.64	73.43	75.27	77.15	9,464 -	,
655 656				60.26			64.89			69.88 71.63	71.63 73.42	73.42 75.26	75.26	77.14 79.07	79.07 81.05	9,699 - 9,942 -	
656 657		60.26		63.31			66.52 68.18			73.42	75.26	75.26	77.14 79.07	81.04	81.05	10,190 -	
658		61.77			66.52					75.26	77.15	79.07	81.05	83.08	85.15	10,190 -	
659				66.52			71.64			77.15	79.07	81.05	83.08	85.15	87.28	10,707 -	
660	63.31	64.89	66.52	68.18	69.88	71.63	73.42	75.26	77.14	79.07	81.04	83.07	85.15	87.28	89.46	10,974 -	13,371
661	64.90	66.53	68.19	69.89	71.64	73.43	75.27	77.15	79.08	81.06	83.08	85.16		89.47	91.71	11,250 -	
662					73.42					83.07	85.15	87.28	89.46	91.69	93.99	11,530 -	
663					75.26					85.15	87.28	89.46	91.70			11,818 -	
664 665		71.64					81.05			87.28	89.47 91.69	91.70 93.99	94.00 96.34	96.35	98.75	12,114 - 12,416 -	
665 666				79.07	79.07 81.05			85.15		89.46 91.70	93.99	93.99	96.34		101.21 103.75	12,416 -	
667					83.07		87.28			93.99	96.34	98.75		101.22		13,045 -	
668					85.16					96.35	98.76					13,373 -	
669	79.07	81.05	83.07	85.15	87.28	89.46	91.70	93.99	96.34	98.75	101.22	103.75	106.34	109.00	111.72	13,706 -	16,699
670	81.06	83.08	85.16	87.29	89.47	91.71	94.00	96.35	98.76	101.23	103.76	106.35	109.01	111.74	114.53	14,050 -	17,118

										No	t attain	able as	of Janua	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MON	THLY
600	14.68	15.04	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79		19.74	20.23	20.74	2,544 -	3,100
601	15.05	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	2,608 -	3,178
602	15.42	15.81	16.21	16.61	17.03	17.45	17.89	18.34	18.79	19.26	19.74	20.24	20.74	21.26	21.79	2,674 -	3,258
603 604	15.80	16.20	16.60	17.02	17.44 17.89	17.88 18.33	18.33	18.79 19.26	19.26	19.74 20.24	20.23	20.74 21.26	21.25 21.79	21.79 22.34	22.33 22.90	2,739 -	3,338
605	16.20 16.60	16.61 17.02	17.02 17.45	17.45 17.88	18.33	18.79	18.79 19.26	19.26	19.74 20.23	20.24	21.26	21.26	22.33	22.34	23.46	2,809 - 2,878 -	3,422 3,507
606	17.03	17.45	17.89	18.34	18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	2,951 -	3,596
607	17.45		18.33	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.89	23.47	24.05	24.65	3,024 -	3,685
608	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27	3,100 -	3,776
609	18.34	18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	25.28	25.91	3,178 -	3,872
610	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.90	23.47	24.05	24.66	25.27	25.90	26.55	3,257 -	3,968
611	19.26		20.23		21.26	-	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	3,338 -	4,067
612 613	19.74 20.23	_	20.74 21.25	21.26 21.79	21.79 22.33	22.34 22.89	22.90 23.46	23.47 24.05	24.06 24.65	24.66 25.27	25.27 25.90	25.91 26.54	26.55 27.21	27.22 27.89	27.90 28.59	3,422 - 3,507 -	4,170 4,273
614	20.74			22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	3,595 -	4,380
615	21.26		22.34	22.89	23.47	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	3,685 -	4,490
616	21.79	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	30.04	30.79	3,777 -	4,602
617	22.33		23.46	24.05	24.65	25.26	25.90	26.54	27.21	27.89	28.59	29.30	30.03	30.78	31.55	3,871 -	4,716
618	22.89		24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.31	30.04	30.79	31.56	32.35	3,968 -	4,835
619	23.47	24.05			25.90	26.55	27.21	27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	4,068 -	4,956
620 621	24.05 24.66		25.27 25.91	25.90 26.55	26.55 27.22	27.21 27.90	27.89 28.60	28.59 29.31	29.30 30.04	30.04	30.79 31.56	31.56 32.35	32.35 33.16	33.16 33.99	33.98 34.84	4,169 - 4,274 -	5,079
622	25.27	25.27	26.55	27.22	27.90	28.60	29.31	30.04	30.04	31.56	32.35	33.16	33.99	34.84	35.71	4,274 -	5,207 5,338
623	25.90		27.21	27.89	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	4,490 -	5,470
624	26.55	27.22	27.90		29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52	4,602 -	5,608
625	27.21	27.89	28.59	29.30	30.04	30.79	31.56	32.35	33.16	33.98	34.83	35.70	36.60	37.51	38.45	4,717 -	5,747
626	27.89	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.41	4,835 -	5,891
627	28.59		30.03		31.55	32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	4,955 -	6,037
628	29.30	30.03			32.34	33.15	33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	5,079 -	6,188
629 630	30.04 30.78	30.79 31.55	31.56 32.34	32.35 33.15	33.16 33.98	33.98 34.83	34.83 35.70	35.71 36.59	36.60 37.51	37.51 38.45	38.45 39.41	39.41 40.39	40.40 41.40	41.41 42.44	42.44 43.50	5,206 - 5,336 -	6,344 6,501
631	31.56			33.99	34.84	35.71	36.60	37.52	38.46	39.42	40.40	41.41	42.45	43.51	44.60	5,330 - 5,471 -	6,666
632	32.34		33.98	34.83	35.70	36.59	37.51	38.45	39.41	40.39	41.40	42.44	43.50	44.59	45.70	5,606 -	6,831
633	33.15	33.98	34.83	35.70	36.60	37.51	38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	5,747 -	7,002
634	33.99		35.71	36.60	37.52	38.45	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.02	5,891 -	7,178
635	34.83				38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	6,038 -	7,356
636	35.71	36.60		38.46	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46	6,190 -	7,541
637 638	36.60 37.52	37.51 38.46	38.45 39.42	39.41 40.40	40.40 41.41	41.41 42.45	42.44 43.51	43.50 44.60	44.59 45.71	45.70 46.85	46.85 48.03	48.02 49.23	49.22 50.46	50.45 51.72	51.71 53.01	6,343 - 6,503 -	7,729 7,923
639	38.45	39.41	40.39	41.40	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	6,664 -	8,120
640	39.41	40.40		42.44	43.50		45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	6,831 -	8,323
641	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	7,002 -	8,531
642	41.40		43.50	44.59	45.70	46.84	48.01	49.22	50.45	51.71	53.00	54.32	55.68	57.07	58.50	7,177 -	8,744
643	42.44	43.50		45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	59.97	7,357 -	8,963
644							50.45									7,541 -	
645 646							51.72 53.01		54.34 55.69	55.69 57.09	57.09 58.51	58.51 59.98	59.98 61.48	61.48 63.01		7,730 - 7,923 -	
647							54.33		57.08	58.51	59.97	61.47		64.58		8,120 -	
648							55.68		58.50	59.97	61.47	63.00		66.19			10,141
649	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.50	59.97	61.47	63.00	64.58		67.85			10,394
650							58.51		61.47	63.01	64.58			69.55			10,655
651									63.01	64.59	66.20			71.29			10,922
652							61.47		64.58	66.20	67.85			73.07	74.90		11,194
653 654			57.08				63.00 64.58		66.19 67.85	67.85 69.55	69.54 71.29		73.06 74.90	74.89 76.77	76.76 78.69		11,473 11,761
655			59.97				66.19		69.54	71.28	73.06			78.68			12,054
656		59.97					67.85		71.28	73.07	74.89			80.65		10,141 -	
657		61.47	_				69.54		73.06	74.89	76.76			82.66		10,394 -	
658							71.29		74.90	76.77	78.69			84.74		10,655 -	
659						71.29			76.77	78.69	80.66		84.74	86.86		10,921 -	
660							74.89		78.68	80.65	82.67			89.02		11,194 -	
661 662			71.28			74.90	78.68	78.69	80.66 82.66	82.68 84.73	84.74 86.85		89.03 91.25	91.26 93.53		11,475 - 11,760 -	
663			73.07				80.65		84.74	84.73	89.03			93.53		12,055 -	
664						80.66			86.86	89.03	91.26			98.27		12,055 -	
665		74.89					84.73		89.02	91.25	93.53		98.26			12,664 -	
666		76.77					86.85		91.25	93.53	95.87				105.82	12,982 -	
667	76.77		80.65	82.67	84.74	86.85	89.03	91.25	93.53	95.87	98.27	100.72	103.24		108.47	13,306 -	
668							91.26		95.88	98.28		103.25				13,640 -	
669							93.53		98.27						113.96		17,033
670	გ∠.68	84.74	86.86	89.03	91.26	93.54	95.88	98.28	100.73	103.25	105.83	108.48	111.19	113.97	116.82	14,331 -	17,460

601 15.42 15.81 16.20 16.61 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.26 20.24 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.24 20.74 21.26 21.79 22.34 22.90 23.47 20.24 20.74 21.26 21.79 22.34 22.90 23.47 22.34 22.90 23.47 22.34 22.89 23.47 24.05 24.65 25.28 23.47 24.05 2	7 H 20.74 21.26 21.26 21.79 21.79 22.34 22.90 23.44 23.46 24.06 24.06 24.66 25.27 25.90 25.91 26.55 27.22 27.21 27.88 27.90 28.59 28.59 29.30 29.30 30.00	2,673 - 3,257 2,740 - 3,339 2,808 - 3,421 2,879 - 3,508 2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
601 15.42 15.81 16.20 16.61 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 20.23 20.74 21.26 21.79 22.34 22.34 22.90 23.47 20.24 20.74 21.26 21.79 22.34 22.90 23.47 20.24 20.74 21.26 21.79 22.34 22.90 23.47 20.24 20.74 21.26 21.79 22.34 22.90 23.47 22.34 22.90 23.47 22.34 22.89 23.47 24.05 24.65 25.28 23.47 24.05 2	21.26 21.79 21.79 22.34 22.33 22.89 22.90 23.44 24.06 24.66 24.65 25.27 25.27 25.96 26.55 27.22 27.21 27.88 27.90 28.59 29.30 30.00	2,673 - 3,257 2,740 - 3,339 2,808 - 3,421 2,879 - 3,508 2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
602 15.81 16.21 16.61 17.03 17.45 17.89 18.34 18.79 19.26 19.74 20.24 20.74 21.26 603 16.20 16.60 17.02 17.44 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.25 21.79 604 16.61 17.02 17.45 17.89 18.33 18.79 19.26 19.74 20.24 605 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 606 17.45 17.89 18.34 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 607 17.89 18.33 18.79 19.26 19.74 20.24 20.75 21.26 21.79 22.34 22.90 23.47 24.05 608 18.33 18.79 19.26 19.74 20.23	21.79 22.3 22.33 22.8 22.90 23.4 23.46 24.0 24.06 24.6 25.27 25.9 25.91 26.5 26.55 27.2 27.21 27.8 27.90 28.5 28.59 29.3 29.30 30.0	2,740 - 3,339 2,808 - 3,421 2,879 - 3,508 2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
603 16.20 16.60 17.02 17.44 17.88 18.33 18.79 19.26 19.74 20.24 20.74 21.25 21.79 604 16.61 17.02 17.45 17.89 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 605 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 606 17.45 17.89 18.34 18.79 19.26 19.75 20.24 20.75 21.26 21.79 22.34 22.90 23.47 607 17.89 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 608 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.47 24.05 24.65	22.33 22.8 22.90 23.4 23.46 24.06 24.06 24.66 25.27 25.9 25.91 26.56 26.55 27.22 27.21 27.89 27.90 28.59 29.30 30.0	2,808 - 3,421 2,879 - 3,508 2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
604 16.61 17.02 17.45 17.89 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 605 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 606 17.45 17.89 18.34 18.79 19.26 19.75 20.24 20.75 21.26 21.79 22.34 22.90 23.47 607 17.89 18.33 18.79 19.26 19.74 20.24 20.75 21.26 21.79 22.34 22.90 23.47 608 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.47 24.05 608 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.65 609 18.79 19.26	22.90 23.4 23.46 24.05 24.06 24.66 24.65 25.27 25.27 25.99 25.91 26.56 26.55 27.22 27.21 27.83 27.90 28.53 28.59 29.30 29.30 30.04	2,879 - 3,508 2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
605 17.02 17.45 17.88 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 606 17.45 17.89 18.34 18.79 19.26 19.75 20.24 20.75 21.26 21.80 22.34 22.90 23.47 607 17.89 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 608 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.47 24.05 609 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.66 25.28 610 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 24.66 25.27 25.90 611	23.46 24.00 24.06 24.66 24.65 25.27 25.97 25.91 26.55 27.22 27.21 27.80 27.90 28.59 29.30 30.00	2,950 - 3,594 3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
606 17.45 17.89 18.34 18.79 19.26 19.75 20.24 20.75 21.26 21.80 22.34 22.90 23.47 607 17.89 18.33 18.79 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.89 23.47 24.05 608 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.47 24.05 24.65 609 18.79 19.26 19.75 20.24 20.75 21.26 21.80 22.34 22.89 23.47 24.05 610 19.26 19.74 20.24 20.75 21.26 21.80 22.34 22.90 611 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 25.27 25.90 611 19.74 20.23 20.74 21.26 21.79 22.34 22.90 23.47	24.06 24.66 24.65 25.27 25.27 25.91 25.51 26.55 27.21 27.89 27.90 28.59 28.59 29.30 29.30 30.00	3,025 - 3,686 3,100 - 3,777 3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
608 18.33 18.79 19.26 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.65 609 18.79 19.26 19.75 20.24 20.75 21.26 21.80 22.34 22.90 23.47 24.06 24.66 25.28 610 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 24.66 25.27 25.90 611 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.66 25.27 25.90 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 24.65 25.27 25.90 26.55 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 25.27 25.91 26.55 27.22	25.27 25.90 25.91 26.56 26.55 27.22 27.21 27.80 27.90 28.55 28.59 29.30 29.30 30.04	3,177 - 3,871 3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
609 18.79 19.26 19.75 20.24 20.75 21.26 21.80 22.34 22.90 23.47 24.06 24.66 25.28 610 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 24.66 25.27 25.90 611 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.65 25.27 25.90 26.55 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 24.65 25.27 25.90 26.55 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 24.65 25.27 25.90 26.55	25.91 26.56 26.55 27.22 27.21 27.89 27.90 28.59 28.59 29.30 29.30 30.04	3,258 - 3,969 3,339 - 4,068 3,421 - 4,168
610 19.26 19.74 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.05 24.66 25.27 25.90 611 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.65 25.27 25.90 26.55 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 24.66 25.27 25.91 26.55 27.22	26.55 27.22 27.21 27.89 27.90 28.59 28.59 29.30 29.30 30.04	3,339 - 4,068 3,421 - 4,168
611 19.74 20.23 20.74 21.26 21.79 22.33 22.89 23.46 24.05 24.65 25.27 25.90 26.55 612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 24.66 25.27 25.91 26.55 27.22	27.21 27.89 27.90 28.59 28.59 29.30 29.30 30.04	3,421 - 4,168
612 20.24 20.74 21.26 21.79 22.34 22.90 23.47 24.06 24.66 25.27 25.91 26.55 27.22	27.90 28.59 28.59 29.30 29.30 30.04	
	28.59 29.30 29.30 30.04	3,508 - 4,274
010 20.77 21.20 21.79 22.00 22.03 20.40 24.00 24.00 20.27 20.30 20.04 27.21 27.09		
	30.04 30.79	-11 ' ' 1
	30.79 31.56	
	31.55 32.34 32.35 33.10	
	33.16 33.99	-
	33.98 34.83	
	34.84 35.7	
	35.71 36.6	-
	36.60 37.5° 37.52 38.40	-III ' ' I
	38.45 39.4	-11 ' ' 1
	39.41 40.40	-
	40.39 41.40	
	41.40 42.44	
	42.44 43.50	
	43.50 44.58	-III ' ' I
	44.60 45.7° 45.70 46.84	-11 ' ' 1
	46.85 48.02	
634 34.84 35.71 36.60 37.52 38.45 39.42 40.40 41.41 42.45 43.51 44.60 45.71 46.85	48.02 49.23	6,039 - 7,357
	49.22 50.4	-11 ' ' 1
	50.46 51.72	-III ′ I
	51.71 53.00 53.01 54.34	
	54.33 55.68	
	55.69 57.08	-III ' ' I
	57.08 58.5	7,177 - 8,745
	58.50 59.90	-11 ' ' 1
	59.97 61.47	-III ′ I
	61.47 63.0° 63.01 64.59	
	64.59 66.20	
	66.19 67.8	
648 49.22 50.45 51.71 53.00 54.33 55.68 57.08 58.50 59.97 61.47 63.00 64.58 66.19	67.85 69.54	8,531 - 10,394
	69.54 71.28	
	71.29 73.0	
	73.08 74.90 74.90 76.7	-11 ' ' 1
	76.76 78.68	
	78.69 80.66	
655 58.50 59.97 61.47 63.00 64.58 66.19 67.85 69.54 71.28 73.06 74.89 76.76 78.68	80.65 82.66	10,141 - 12,355
	82.67 84.73	
	84.73 86.89	
	86.86 89.03 89.03 91.29	-11 ' ' 1
	91.25 93.5	-III ′ I
	93.54 95.88	
662 69.54 71.28 73.06 74.89 76.76 78.68 80.65 82.66 84.73 86.85 89.02 91.25 93.53	95.87 98.20	12,054 - 14,687
663 71.28 73.07 74.89 76.77 78.69 80.65 82.67 84.74 86.85 89.03 91.25 93.53 95.87	98.27 100.72	
	100.73 103.2	
	103.24 105.82	
666 76.77 78.68 80.65 82.67 84.74 86.85 89.02 91.25 93.53 95.87 98.27 100.72 103.24 1		
668 80.66 82.68 84.74 86.86 89.03 91.26 93.54 95.88 98.28 100.73 103.25 105.83 108.48 1		
669 82.67 84.74 86.85 89.02 91.25 93.53 95.87 98.27 100.72 103.24 105.82 108.47 111.18 1	113.96 116.8°	14,329 - 17,459
670 84.74 86.86 89.03 91.26 93.54 95.88 98.28 100.73 103.25 105.83 108.48 111.19 113.97 1		

										No	t attaina	able as	of Janua	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	
600	15.42	15.81	16.20	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	2,673 -	3,257
601 602	15.81 16.21	16.20 16.61	16.61	17.02	17.45 17.89	17.88 18.34	18.33 18.79	18.79 19.26	19.26 19.74	19.74 20.24	20.23	20.74 21.26	21.26 21.79	21.79 22.34	22.34 22.90	2,740 - 2,809 -	3,338 3,422
603	16.60		17.03 17.44		18.33	18.79	19.26	19.26	20.23	20.24	21.25	21.79	22.33	22.34	23.46	2,809 -	3,507
604	17.02	17.45	17.89	18.33	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.90	23.47	24.05	2,951 -	3,595
605	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26	21.79	22.33	22.89	23.46	24.05	24.65	3,024 -	3,684
606	17.89		18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90	23.47	24.06	24.66	25.28	3,101 -	3,778
607	18.33	18.79	19.26	19.74	20.24	20.74	21.26	21.79	22.34	22.89	23.47	24.05	24.65	25.27	25.90	3,178 -	3,872
608 609	18.79 19.26					21.26 21.80	21.79 22.34	22.33 22.90	22.89 23.47	23.46 24.06	24.05 24.66	24.65 25.28	25.27 25.91	25.90 26.56	26.55 27.22	3,256 - 3,339 -	3,968 4,069
610	19.20		20.74				22.90	23.47	24.05	24.66	25.27	25.20	26.55	27.22	27.90	3,422 -	4,169
611	20.23						23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	3,507 -	4,273
612	20.74		21.79		22.90		24.06	24.66	25.27	25.91	26.55	27.22	27.90	28.59	29.31	3,595 -	4,381
613		21.79					24.65	25.27	25.90	26.54	27.21	27.89	28.59	29.30		3,684 -	4,489
614 615	21.79 22.34	22.33 22.89	22.89 23.47	23.46 24.05	24.05 24.65	24.65 25.27	25.27 25.90	25.90 26.55	26.55 27.21	27.21 27.89	27.89 28.59	28.59 29.31	29.30 30.04	30.04 30.79	30.79 31.56	3,777 - 3,871 -	4,602
616		23.46				25.27	26.55	27.21	27.21	28.59	29.30	30.04	30.04	31.56	32.35	3,968 -	4,717 4,835
617	23.46				25.90		27.21	27.89	28.59	29.30	30.03	30.78	31.55	32.34	33.15	4,067 -	4,955
618	24.05	24.65		25.90			27.89	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	4,169 -	5,080
619	24.66		25.90			27.90	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	4,274 -	5,207
620	25.27	25.90			27.89	28.59	29.30	30.04	30.79	31.56	32.35	33.16	33.98	34.83	35.70	4,380 -	5,337
621 622	25.91 26.55	26.55 27.22	27.22 27.90	27.90 28.60		29.31 30.04	30.04	30.79 31.56	31.56 32.35	32.35 33.16	33.16 33.99	33.99 34.84	34.84 35.71	35.71 36.61	36.60 37.52	4,490 - 4,603 -	5,471 5,608
623	27.21	27.89	28.59	29.31	30.04	30.04	31.56	32.35	33.16	33.16	34.84	35.71	36.60	37.51	38.45	4,603 - 4,717 -	5,747
624	27.90		29.31		30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52	38.46	39.42	4,835 -	5,891
625	28.59						33.16	33.98	34.83	35.70	36.60	37.51	38.45	39.41	40.40	4,956 -	6,038
626	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.41	40.40	41.41	5,080 -	6,189
627 628	30.03		31.55 32.34		33.15 33.98		34.83 35.70	35.70 36.59	36.59 37.51	37.51 38.45	38.45 39.41	39.41 40.39	40.39 41.40	41.40 42.44	42.44	5,206 -	6,343
629	31.56						36.60	37.51	38.45	39.41	40.40	41.41	42.44	43.50	43.50 44.59	5,336 - 5,470 -	6,501 6,665
630	32.34						37.51	38.45	39.41	40.39	41.40	42.44	43.50	44.58	45.70	5,606 -	6,830
631	33.16		34.84		36.60		38.46	39.42	40.40	41.41	42.45	43.51	44.60	45.71	46.86	5,748 -	7,003
632	33.98		35.70		37.51	38.45	39.41	40.39	41.40	42.44	43.50	44.59	45.70	46.84	48.01	5,890 -	7,176
633	34.83				38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	6,038 -	7,356
634 635	35.71 36.60	36.60 37.51	37.52 38.45		39.42 40.40	40.40 41.41	41.41 42.44	42.45 43.50	43.51 44.59	44.60 45.70	45.71 46.85	46.85 48.02	48.02 49.22	49.23 50.45	50.46 51.71	6,190 - 6,343 -	7,541 7,729
636	37.52	38.46	39.42	40.40		42.45	43.51	44.60	45.71	46.85	48.03	49.23	50.46		53.01	6,503 -	7,923
637	38.45	39.41	40.40	41.41	42.44	43.50	44.59	45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	6,665 -	8,120
638	39.42	40.40	41.41		43.51	44.60	45.71	46.85	48.03	49.23	50.46	51.72	53.01	54.34	55.69	6,832 -	8,324
639	40.39		42.44			45.70	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.68	57.08	7,002 -	8,531
640 641	41.41 42.44		43.50 44.59	44.59 45.70	45.71 46.85	46.85 48.02	48.02 49.22	49.22 50.45	50.45 51.71	51.71 53.00	53.00 54.33	54.33 55.69	55.69 57.08	57.08 58.51	58.51 59.97	7,177 - 7,357 -	8,745 8,963
642	43.50		45.70	46.84	48.01	49.22	50.45	51.71	53.00	54.32	55.68	57.07	58.50	59.96	61.46	7,540 -	9,187
643		45.71	46.85	48.02	49.22	50.45	51.71	53.00	54.33	55.69	57.08	58.51	59.97	61.47	63.01	7,729 -	9,417
644		46.85					53.00				58.51	59.97	61.47	63.01	64.58		9,652
645		48.03					54.34			58.51	59.98	61.48	63.01	64.59	66.20	8,121 -	9,895
646 647		49.23 50.45					55.69 57.08		58.51 59.97	59.98	61.48 63.00	63.01 64.58	64.59 66.19	66.20 67.85	67.86 69.55	8,324 - 8,531 -	10,142
648		51.71					58.50		61.47	61.47 63.00	64.58	66.19	67.85	69.54	71.28	8,744 -	
649		53.00					59.97	61.47	63.00	64.58		67.85	69.54	71.28	73.06	8,963 -	
650	53.01	54.33	55.69	57.08	58.51	59.97	61.47	63.01	64.58	66.20	67.85	69.55	71.29	73.07	74.90	9,188 -	11,194
651		55.70					63.01	64.59	66.20	67.86	69.56	71.29	73.08	74.90	76.78	9,418 -	,
652		57.08					64.58			69.55	71.29	73.07	74.90		78.69	9,653 -	
653 654		58.50 59.97	61.47		63.00		66.19 67.85	67.85 69.55	69.54 71.29	71.28 73.07	73.06 74.90	74.89 76.77	76.76 78.69	78.68 80.66	80.65 82.67	9,893 - 10,142 -	
655		61.47					69.54	71.28		74.89	76.76	78.68	80.65			10,142 -	
656	61.47	63.00	64.58	66.19	67.85	69.54	71.28	73.07	74.89	76.76	78.68	80.65	82.67	84.73	86.85	10,654 -	12,981
657		64.58					73.06		76.76	-		82.66	84.73	86.85	89.02	10,920 -	
658		66.20					74.90		78.69	80.66		84.74	86.86	89.03	91.25	11,194 -	
659 660		67.85 69.54					76.77 78.68	78.69 80.65	80.66 82.67	82.67 84.73	84.74 86.85	86.86 89.02	89.03 91.25	91.25 93.53	93.54 95.87	11,474 - 11,760 -	
661		71.29					80.66			84.73		91.26	91.25	95.88		12,056 -	
662		73.06					82.66		86.85	89.02	91.25	93.53	95.87		100.72	12,355 -	
663		74.89			80.65		84.74	86.85		91.25	93.53	95.87	98.27	100.72		12,665 -	15,431
664		76.77					86.86		91.26	93.54	95.88	98.27		103.25		12,982 -	
665		78.68					89.02	91.25	93.53	95.87		100.72		105.82		13,306 -	
666 667		80.65 82.67			86.85		91.25 93.53	93.53 95.87	95.87 98.27	98.27 100.72	100.72	103.24	105.82 108.47	108.47	111.18 113.96	13,639 - 13,980 -	
668		84.74					95.88		100.73					113.97		14,331 -	
669		86.85							103.24						119.73	14,687 -	
670									105.83						122.73	15,056 -	

										∥ No	t attain	able as	of Janua	ary 1, 20	00		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	16.19		17.01	17.44	17.87	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	2,807 -	3,420
601	16.60		17.44		18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	2,877 -	3,505
602 603	17.02 17.43		17.88 18.32		18.78 19.24	19.25 19.72	19.73 20.22	20.23	20.73	21.25 21.77	21.78 22.32	22.33 22.87	22.88 23.45	23.46 24.03	24.04	2,949 - 3,022 -	3,594
604	17.43		18.78		19.24	20.22	20.22	21.25	21.78	22.32	22.32	23.45	24.04	24.03	24.63 25.26	3,022 -	3,682 3,775
605	18.32		19.24		20.22	20.72	21.24	21.77	22.32	22.88	23.45	24.03	24.63	25.25	25.88	3,175 -	3,868
606	18.78		19.73		20.73	21.25	21.78	22.33	22.89	23.46	24.04	24.65	25.26	25.89	26.54	3,256 -	3,967
607	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	24.04	24.64	25.26	25.89	26.53	27.20	3,336 -	4,065
608	19.73		20.73		21.77	22.32	22.88	23.45	24.03	24.64	25.25	25.88	26.53	27.19	27.87	3,419 -	4,166
609	20.23			21.78	22.33	22.89	23.46	24.04	24.65	25.26	25.89	26.54	27.20	27.88	28.58	3,506 -	4,272
610 611	20.73			22.32	22.88 23.45	23.45	24.04 24.64	24.64 25.25	25.26 25.88	25.89 26.53	26.54 27.19	27.20 27.87	27.88 28.57	28.58 29.28	29.29 30.02	3,593 - 3,682 -	4,378 4,486
612	21.78				24.04	24.64	25.26	25.89	26.54	27.20	27.19	28.58	29.29	30.02	30.02	3,775 -	4,600
613	22.32		23.45		24.63	25.25	25.88	26.53	27.19	27.87	28.57	29.28	30.01	30.77	31.53	3,868 -	4,713
614	22.88	23.45	24.04	24.64	25.25	25.89	26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54	32.33	3,966 -	4,832
615	23.45		24.64		25.89	26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54	32.33	33.14	4,065 -	4,953
616	24.04		25.25		26.53	27.20	27.88	28.57	29.29	30.02	30.77	31.54	32.33	33.14	33.96	4,166 -	5,076
617 618	24.63 25.26		25.88 26.53		27.19 27.88	27.87 28.57	28.57 29.29	29.28 30.02	30.01	30.76 31.54	31.53 32.33	32.32 33.14	33.13 33.97	33.96	34.81	4,270 -	5,202
619	25.89				28.58	29.29	30.02	30.02	31.54	32.33	33.14	33.14	34.82	34.81 35.69	35.68 36.58	4,378 - 4,487 -	5,334 5,467
620	26.53		27.88		29.29	30.02	30.02	31.54	32.33	33.14	33.96	34.81	35.68	36.58	37.49	4,467 -	5,603
621	27.20		28.58		30.03	30.78	31.55	32.33	33.14	33.97	34.82	35.69	36.58	37.50	38.43	4,715 -	5,745
622	27.88		29.29		30.78	31.55	32.33	33.14	33.97	34.82	35.69	36.58	37.50	38.44	39.40	4,833 -	5,888
623	28.57				31.54	32.33	33.14	33.97	34.82	35.69	36.58	37.49	38.43	39.39	40.38	4,953 -	6,035
624 625	29.29		30.77 31.54		32.33 33.14	33.14 33.96	33.97 34.81	34.82 35.68	35.69 36.58	36.58 37.49	37.50	38.43 39.39	39.39 40.37	40.38 41.38	41.39 42.42	5,077 -	6,186
626	30.02		32.33		33.14	34.82	35.69	36.58	37.49	38.43	38.43 39.39	40.38	41.38	42.42	43.48	5,203 - 5,334 -	6,340 6,499
627	31.54			33.96	34.81	35.68	36.57	37.49	38.42	39.38	40.37	41.38	42.41	43.47	44.56	5,466 -	6,660
628	32.32				35.68	36.57	37.49	38.42	39.38	40.37	41.38	42.41	43.47	44.56	45.67	5,603 -	6,827
629	33.14	33.96			36.58	37.49	38.43	39.39	40.37	41.38	42.42	43.48	44.56	45.68	46.82	5,744 -	6,998
630	33.96		35.68		37.49	38.42	39.38	40.37	41.38	42.41	43.47	44.56	45.67	46.81	47.98	5,886 -	7,172
631	34.82			37.50	38.43	39.40	40.38	41.39	42.42	43.49	44.57	45.69	46.83	48.00	49.20	6,035 -	7,354
632 633	35.68 36.58		37.49	38.42 39.39	39.38 40.37	40.37	41.38 42.42	42.41 43.48	43.47 44.56	44.56 45.68	45.67 46.82	46.81 47.99	47.98 49.19	49.18 50.42	50.41 51.68	6,184 - 6,340 -	7,535 7,724
634	37.49		39.39		41.39	42.42	43.48	44.57	45.68	46.83	48.00	49.20	50.43	51.69	52.98	6,499 -	7,724
635	38.43		40.37		42.41	43.48	44.56	45.68	46.82	47.99	49.19	50.42	51.68	52.97	54.29	6,660 -	8,115
636	39.39	40.38	41.39	42.42	43.48	44.57	45.68	46.83	48.00	49.20	50.43	51.69	52.98	54.30	55.66	6,828 -	8,319
637	40.37		42.42		44.56	45.68	46.82	47.99	49.19	50.42	51.68	52.97	54.30	55.65	57.04	6,998 -	8,526
638	41.39		43.48		45.68	46.83	48.00	49.20	50.43	51.69	52.98	54.30	55.66	57.05	58.48	7,174 -	8,741
639 640	42.41 43.48			45.68	46.82 47.99	47.99 49.19	49.19 50.42	50.42 51.68	51.68 52.97	52.97 54.30	54.29 55.65	55.65 57.05	57.04 58.47	58.47 59.93	59.93 61.43	7,352 - 7,536 -	8,957 9,182
641	44.56		46.82		49.19	50.42	51.68	52.97	54.30	55.65	57.05	58.47	59.93	61.43	62.97	7,724 -	9,411
642	45.67			49.19	50.42	51.68	52.97	54.29	55.65	57.04	58.47	59.93	61.43	62.96	64.54	7,917 -	9,646
643	46.82				51.68	52.97	54.30	55.65	57.05	58.47	59.93	61.43	62.97	64.54	66.16	8,116 -	9,888
644				51.68		54.30				59.93						8,318 -	
645			51.69		54.30	55.66		58.48		61.44			66.16	67.82	69.51	8,527 -	
646 647			54.30	54.30 55.65	55.66 57.05	57.05 58.47	58.48 59.93	59.94 61.43		62.98 64.54	64.55 66.16		67.82 69.50	69.51 71.24	71.25 73.02	8,741 - 8,958 -	
648			55.65		58.47	59.93	61.43	62.96		66.15	67.81	69.50	71.24	73.02	74.85	9,181 -	
649			57.04		59.93	61.43	62.97	64.54	66.15	67.81	69.50	71.24	73.02	74.85	76.72	9,411 -	
650			58.47		61.43	62.97	64.54	66.16		69.51	71.25	73.03	74.85	76.72	78.64	9,647 -	
651			59.94		62.98	64.55	66.16	67.82	69.51	71.25	73.03	74.86	76.73	78.65	80.62	9,889 -	,
652			61.43		64.55	66.16		69.51	71.25	73.03		76.72	78.64	80.61	82.62	10,136 -	
653 654		61.43	62.97 64.55		66.15 67.81	67.81 69.51	69.50 71.25	71.24 73.03	73.02 74.85	74.85 76.73	76.72 78.64	78.64 80.61	80.60 82.62	82.62 84.69	84.68 86.81	10,388 - 10,649 -	
655			66.15		69.50	71.24	73.02	74.84	76.72	78.63		82.61	84.68	86.80	88.97	10,649 -	,
656			67.81		71.24	73.02	74.85	76.72	78.64	80.60		84.68	86.80	88.97	91.19	11,187 -	
657			69.50		73.02	74.85	76.72	78.63	80.60	82.62	84.68	86.80	88.97	91.19	93.47	11,466 -	13,971
658			71.25		74.85	76.72	78.64	80.61	82.62	84.69	86.81	88.98	91.20	93.48	95.82	11,754 -	
659			73.03		76.72	78.64	80.61	82.62	84.69	86.81	88.98	91.20	93.48	95.82	98.21	12,048 -	
660 661			74.85 76.73		78.64 80.61	80.60 82.63	82.62 84.69	84.68 86.81	86.80 88.98	88.97 91.21	91.19 93.49	93.47 95.82	95.81 98.22	98.20 100.67	100.66 103.19	12,348 - 12,659 -	
662				80.60	82.62	84.68	86.80	88.97	91.19	93.47	95.49	98.20				12,059 -	
663			80.60		84.68	86.80		91.20		95.81	98.21			105.76		13,298 -	
664			82.62		86.81	88.98	91.20	93.48		98.21				108.41		13,631 -	
665	80.60	82.62	84.68	86.80	88.97	91.19		95.81	98.20	100.66				111.11		13,971 -	
666			86.80		91.20	93.48	95.81		100.66					113.89		14,321 -	
667			88.97		93.48	95.81	98.21	100.66						116.74		14,679 -	
668 669			91.21 93.48		95.82 98.21		100.67 103.18							119.67 122.65		15,047 - 15,422 -	
670			95.82		100.67									125.73		15,422 -	
<u> </u>	0	- 5. 15	- 5.02										00		0.01	,	. 5,202

										No	t attain	able as	of Janua	ary 1, 20	000		
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	
600	16.43		17.27	17.70	18.14	18.59	19.06	19.54	20.02	20.52	21.04	21.56	22.10	22.66		2,849 -	3,471
601 602	16.85 17.27	17.27 17.70	17.70 18.15	18.14 18.60	18.60 19.06	19.06 19.54	19.54 20.03	20.03	20.53 21.04	21.04 21.57	21.57 22.11	22.10 22.66	22.66 23.23	23.22 23.81	23.80 24.40	2,920 - 2,994 -	3,558 3,647
603	17.70		18.59	19.06	19.53	20.02	20.03	21.03	21.56	22.10	22.65	23.22	23.80	24.39	25.00	3,067 -	3,737
604	18.14		19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	3,145 -	3,832
605		19.06	19.53	20.02	20.52	21.04	21.56	22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27	3,223 -	3,926
606		19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	3,305 -	4,026
607 608		20.03	20.53 21.04	21.04 21.56	21.57 22.10	22.10 22.65	22.66 23.22	23.22 23.80	23.80 24.40	24.40 25.01	25.01 25.63	25.63 26.27	26.28 26.93	26.93 27.60	27.61 28.29	3,386 - 3,471 -	4,126 4,229
609		21.04	21.57	22.11	22.66	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.61	28.30	29.01	3,559 -	4,336
610	21.04		22.11	22.66	23.22	23.81	24.40	25.01	25.64	26.28	26.93	27.61	28.30	29.00	29.73	3,647 -	4,444
611		22.10	22.65	23.22	23.80	24.39	25.00	25.63	26.27	26.93	27.60	28.29	29.00	29.72	30.47	3,737 -	4,554
612 613		22.66 23.22	23.23 23.80	23.81 24.39	24.40 25.00	25.01 25.63	25.64 26.27	26.28 26.93	26.94 27.60	27.61 28.29	28.30 29.00	29.01 29.72	29.73 30.46	30.47 31.23	31.24 32.01	3,832 - 3,926 -	4,669 4,784
614	23.22		24.40	25.01	25.63	26.27	26.93	27.60	28.29	29.00	29.73	30.47	31.23	32.01	32.81	4,025 -	4,704
615		24.40	25.01	25.63	26.27	26.93	27.61	28.30	29.00	29.73	30.47	31.23	32.01	32.81	33.63	4,126 -	5,027
616	24.40		25.63	26.27	26.93	27.60	28.29	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47	4,229 -	5,153
617 618		25.63 26.27	26.27 26.93	26.93 27.60	27.60 28.29	28.29 29.00	29.00 29.73	29.72 30.47	30.46 31.23	31.23 32.01	32.01 32.81	32.81 33.63	33.63 34.47	34.47 35.34	35.33 36.22	4,334 - 4,443 -	5,281
619		26.27	27.61	28.30	29.00	29.00	30.47	31.23	32.02	32.82	33.64	34.48	35.34	36.22	37.13	4,443 - 4,555 -	5,414 5,549
620		27.60	28.29	29.00	29.73	30.47	31.23	32.01	32.81	33.63	34.47	35.34	36.22	37.12	38.05	4,668 -	5,687
621		28.30	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	4,786 -	5,831
622	28.30		29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	4,905 -	5,977
623 624		29.73 30.47	30.47 31.24	31.23 32.02	32.01 32.82	32.81 33.64	33.63 34.48	34.48 35.34	35.34 36.22	36.22 37.13	37.13 38.06	38.05 39.01	39.01 39.98	39.98 40.98	40.98 42.01	5,027 - 5,153 -	6,125 6,279
625		31.23	32.01	32.81	33.63	34.47	35.34	36.22	37.12	38.05	39.00	39.98	40.98	42.00	43.05	5,133 -	6,435
626	31.23		32.81	33.63	34.48	35.34	36.22	37.13	38.05	39.01	39.98	40.98	42.01	43.06	44.13	5,414 -	6,596
627	32.01		33.63	34.47	35.33	36.22	37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	5,548 -	6,760
628 629	32.81 33.63		34.47 35.34	35.33 36.22	36.21 37.12	37.12 38.05	38.05 39.00	39.00 39.98	39.97 40.98	40.97 42.00	42.00 43.05	43.05 44.13	44.12 45.23	45.23 46.36	46.36 47.52	5,687 - 5,830 -	6,929 7,103
630		35.33	36.21	37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	46.36	47.52	48.70	5,975 -	7,103
631	35.34		37.13	38.06	39.01	39.99	40.99	42.01	43.06	44.14	45.24	46.37	47.53	48.72	49.94	6,126 -	7,464
632		37.12	38.05	39.00	39.97	40.97	42.00	43.05	44.12	45.23	46.36	47.52	48.70	49.92	51.17	6,277 -	7,648
633 634	37.12 38.06		39.00 39.98	39.98 40.98	40.98 42.01	42.00 43.06	43.05 44.13	44.13 45.24	45.23 46.37	46.36 47.53	47.52 48.72	48.71 49.93	49.93 51.18	51.18 52.46	52.45 53.77	6,435 - 6,597 -	7,840 8,037
635		39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	48.71	49.93	51.17	52.45	53.77	55.11	6,760 -	8,237
636		40.98	42.01	43.06	44.13	45.24	46.37	47.53	48.72	49.93	51.18	52.46	53.77	55.12	56.50	6,931 -	8,444
637		42.00	43.05	44.13	45.23	46.36	47.52	48.71	49.93	51.18	52.46	53.77	55.11	56.49	57.90	7,103 -	8,654
638 639		43.06 44.13	44.13 45.23	45.24 46.36	46.37 47.52	47.53 48.71	48.72 49.93	49.93 51.17	51.18 52.45	52.46 53.76	53.77 55.11	55.12 56.49	56.50 57.90	57.91 59.35	59.36 60.83	7,281 - 7,462 -	8,872 9,092
640		45.23	46.36	47.52	48.71	49.93	51.18	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	7,649 -	9,320
641	45.23		47.52	48.71	49.93	51.18	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	7,840 -	9,553
642		47.52	48.71	49.92	51.17	52.45	53.76	55.11	56.48	57.90	59.34	60.83	62.35	63.91	65.50	8,036 -	9,791
643 644		48.71 49.93	49.93 51.18	51.18 52.46	52.46 53.77	53.77 55.11	55.11 56.49	56.49 57.90	57.90 59.35	59.35 60.83	60.83 62.35	62.35 63.91	63.91 65.51	65.51 67.15	67.15 68.83	8,237 - 8,443 -	10,036
645		51.18	52.46	53.77	55.12	56.50	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84			10,546
646		52.46	53.77	55.12	56.50	57.91	59.36	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32		10,809
647		53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	65.51	67.15	68.83	70.55	72.31	74.12		11,078
648 649		55.11 56.49	56.49 57.90	57.90 59.35	59.35 60.83	60.83 62.35	62.35 63.91	63.91 65.51	65.51 67.15	67.14 68.82	68.82 70.55	70.54 72.31	72.31 74.12	74.11 75.97	75.97 77.87	9,319 - 9,552 -	
650		57.90	59.35	60.84	62.36	63.91	65.51	67.15		70.55	72.31	74.12	75.97	77.87	79.82		11,939
651		59.36	60.84	62.36	63.92	65.52	67.16	68.84	70.56	72.32	74.13	75.98	77.88	79.83	81.82	10,038 -	
652		60.84	62.36	63.92	65.51	67.15	68.83	70.55	72.31	74.12	75.98	77.87	79.82	81.82	83.86	10,288 -	
653 654		62.35 63.92	63.91 65.51	65.51 67.15	67.15 68.83	68.82 70.55	70.54 72.32	72.31 74.12	74.12 75.98	75.97 77.88	77.87 79.82	79.81 81.82	81.81 83.86	83.86 85.96	85.95 88.11	10,544 - 10,809 -	
655		65.51	67.14	68.82	70.54	72.31	74.11	75.97	77.87	79.81	81.81	83.85	85.95	88.10		11,078 -	
656		67.15	68.83	70.55	72.31	74.12	75.97	77.87	79.82	81.81	83.86	85.95	88.10	90.30		11,355 -	
657		68.82	70.54	72.31	74.12	75.97	77.87	79.81	81.81	83.85	85.95	88.10	90.30	92.56		11,638 -	
658 659		70.55 72.31	72.31 74.12	74.12 75.98	75.98 77.87	77.87 79.82	79.82 81.82	81.82 83.86	83.86 85.96	85.96 88.11	88.11 90.31	90.31 92.57	92.57 94.88	94.88 97.25	97.25 99.69	11,930 - 12,229 -	
660		74.12	75.97	77.87	79.81	81.81	83.86	85.95	88.10	90.30	90.51	94.87	94.00		102.17	12,229 -	
661		75.98	77.88	79.83	81.82	83.87	85.96	88.11	90.32	92.57	94.89	97.26			104.74	12,849 -	
662	75.97	77.87	79.81	81.81	83.85	85.95	88.10	90.30	92.56	94.87	97.25	99.68	102.17	104.72	107.34	13,168 -	
663		79.82	81.81	83.86	85.96	88.10	90.31	92.56	94.88	97.25			104.73			13,498 -	
664 665		81.82 83.86	83.86 85.95	85.96 88.10	88.11 90.30	90.31 92.56	92.57 94.87	94.88 97.25	97.26 99.68	99.69 102.17			107.35 110.03			13,836 - 14,180 -	
666		85.95	88.10	90.31	92.56	94.88	97.25	99.68					112.78			14,180 -	
667	85.96	88.10	90.31	92.56	94.88	97.25	99.68	102.17	104.73	107.35	110.03	112.78	115.60	118.49	121.45	14,899 -	18,153
668		90.32	92.57	94.89	97.26			104.74					118.50			15,273 -	
669 670		92.56 94.89	94.88 97.26	97.25 99.69	99.68 102.18	102.17		107.35 110.04	110.03				121.45 124.50			15,653 - 16,046 -	
010	JZ.J1	J+.09	31.20	JJ.09	102.10	104.74	101.30	110.04	114.13	110.01	110.00	141.40	124.00	121.01	100.00	10,040 -	10,000

										No	t attain	able as	of Janua	ary 1, 20	00		\neg
RANGE	1	2	3	4	5	6	7	8	9	5	F	6	G	7	Н	MONT	HLY
600	16.68		17.53	17.96	18.41	18.87	19.35	19.83	20.32	20.83	21.35	21.89	22.43	23.00	23.57	2,891 -	3,523
601	17.10		17.97	18.41	18.87	19.35	19.83	20.33	20.83	21.35	21.89	22.44	23.00	23.57	24.16	2,964 -	3,611
602 603	17.53 17.96		18.42 18.87	18.88 19.34	19.35 19.83	19.83 20.32	20.33	20.84 21.35	21.36 21.88	21.89 22.43	22.44 22.99	23.00 23.57	23.58 24.16	24.17 24.76	24.77 25.38	3,039 - 3,113 -	3,702 3,793
604	18.42		19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00	23.57	24.16	24.77	25.39	26.02	3,113 -	3,889
605	18.87	19.34	19.83	20.32	20.83	21.35	21.88	22.43	22.99	23.57	24.16	24.76	25.38	26.01	26.66	3,271 -	3,985
606	19.35			20.84	21.36	21.89	22.44	23.00	23.58	24.17	24.77	25.39	26.02	26.68	27.34	3,354 -	4,087
607	19.83			21.36	21.89	22.44	23.00	23.57	24.16	24.77	25.38	26.02	26.67	27.34	28.02	3,437 -	4,188
608 609	20.32		21.35 21.89	21.89 22.44	22.43	22.99 23.58	23.57 24.17	24.16 24.77	24.76 25.39	25.38 26.03	26.01 26.68	26.67 27.34	27.33 28.03	28.01 28.73	28.72 29.45	3,523 - 3,612 -	4,292 4,401
610		21.89		23.00	23.57	24.16	24.17	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	3,702 -	4,510
611	21.88			23.57	24.16	24.76	25.38	26.01	26.66	27.33	28.01	28.71	29.43	30.17	30.92	3,793 -	4,622
612	22.44	23.00	23.57	24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.71	3,889 -	4,739
613	22.99			24.76	25.38	26.01	26.66	27.33	28.01	28.71	29.43	30.17	30.92	31.69	32.49	3,985 -	4,856
614	23.57			25.38	26.02	26.67	27.33	28.02	28.72	29.44	30.17	30.93	31.70	32.49	33.30	4,086 -	4,978
615 616		24.76 25.38		26.02 26.67	26.67 27.33	27.34 28.02	28.02 28.72	28.72 29.44	29.44 30.17	30.17	30.93 31.70	31.70 32.49	32.49 33.30	33.31 34.14	34.14 34.99	4,188 - 4,292 -	5,103 5,230
617	25.38		26.66	27.33	28.01	28.71	29.43	30.17	30.92	31.69	32.49	33.30	34.13	34.98	35.86	4,399 -	5,360
618	26.02		27.34	28.02	28.72	29.44	30.17	30.93	31.70	32.49	33.31	34.14	34.99	35.87	36.76	4,510 -	5,495
619	26.67		28.02	28.72	29.44	30.18	30.93	31.70	32.50	33.31	34.14	34.99	35.87	36.77	37.68	4,623 -	5,633
620	27.33		28.72	29.44	30.17	30.93	31.70	32.49	33.30	34.14	34.99	35.87	36.76	37.68	38.62	4,738 -	5,773
621 622	28.02 28.72	28.72 29.44	29.44 30.18	30.18	30.93 31.71	31.71 32.50	32.50 33.31	33.31	34.14 35.00	35.00	35.87 36.77	36.77 37.69	37.69 38.63	38.63 39.60	39.60 40.59	4,857 - 4,979 -	5,918
623	29.44		30.16	31.70	32.49	33.31	34.14	34.14 34.99	35.87	35.87 36.76	37.68	38.63	39.59	40.58	41.60	5,103 -	6,066 6,217
624	30.18			32.50	33.31	34.14	35.00	35.87	36.77	37.69	38.63	39.59	40.58	41.60	42.64	5,231 -	6,373
625	30.93	31.70	32.49	33.30	34.14	34.99	35.87	36.76	37.68	38.62	39.59	40.58	41.59	42.63	43.70	5,361 -	6,531
626		32.49		34.14	34.99	35.87	36.76	37.68	38.63	39.59	40.58	41.60	42.64	43.70	44.79	5,495 -	6,695
627	32.49		34.13	34.99	35.86	36.76	37.68	38.62	39.58	40.57	41.59	42.63	43.69	44.79	45.91	5,631 -	6,861
628 629	33.30 34.14			35.86 36.76	36.76 37.68	37.68 38.62	38.62 39.59	39.58 40.58	40.57 41.59	41.59 42.63	42.63 43.70	43.69 44.79	44.79 45.91	45.91 47.06	47.05 48.24	5,772 - 5,917 -	7,033 7,210
630	34.99			37.68	38.62	39.58	40.57	41.59	42.63	43.69	44.79	45.91	47.05	48.23	49.43	6,064 -	7,210
631	35.87		37.69	38.63	39.60	40.59	41.60	42.64	43.71	44.80	45.92	47.07	48.24	49.45	50.69	6,218 -	7,576
632	36.76		38.62	39.58	40.57	41.59	42.63	43.69	44.79	45.91	47.05	48.23	49.44	50.67	51.94	6,371 -	7,763
633		38.62	39.59	40.58	41.59	42.63	43.70	44.79	45.91	47.06	48.23	49.44	50.68	51.94	53.24	6,531 -	7,958
634 635	38.63	39.59 40.58		41.60 42.63	42.64 43.70	43.70 44.79	44.80 45.91	45.92 47.06	47.06 48.23	48.24 49.44	49.45 50.68	50.68 51.94	51.95 53.24	53.25 54.57	54.58	6,695 - 6,862 -	8,158
636	40.58			42.03	44.80	45.92	47.06	48.24	49.45	50.68	51.95	53.25	54.58	55.95	55.94 57.34	7,035 -	8,360 8,571
637	41.59		43.70	44.79	45.91	47.06	48.23	49.44	50.68	51.94	53.24	54.57	55.94	57.34	58.77	7,209 -	8,784
638	42.64	43.70	44.80	45.92	47.06	48.24	49.45	50.68	51.95	53.25	54.58	55.94	57.34	58.78	60.25	7,391 -	9,005
639	43.70		45.91	47.06	48.23	49.44	50.67	51.94	53.24	54.57	55.93	57.33	58.77	60.24	61.74	7,574 -	9,228
640	44.79		47.06	48.23	49.44	50.68	51.94	53.24	54.57	55.94	57.34	58.77 60.24	60.24	61.74	63.29	7,764 -	9,459
641 642	45.91 47.05	47.06 48.23	48.23 49.44	49.44 50.67	50.68 51.94	51.94 53.24	53.24 54.57	54.57 55.93	55.94 57.33	57.34 58.76	58.77 60.23	61.74	61.74 63.28	63.29 64.87	64.87 66.49	7,958 - 8,156 -	9,696 9,937
643	48.24		50.68	51.94	53.24	54.57	55.94	57.34	58.77	60.24	61.75	63.29	64.87	66.49	68.16	8,361 -	10,187
644			51.94	53.24		55.94			60.24	61.75	63.29		66.49	68.16		I '	
645		51.95		54.58	55.95	57.34	58.78		61.75	63.30	64.88	66.50	68.16	69.87	71.61	8,785 -	
646		53.25		55.95	57.34	58.78	60.25	61.75	63.30	64.88	66.50	68.16	69.87	71.61	73.40	9,005 -	
647 648		54.57 55.94		57.34 58.77	58.77 60.24	60.24 61.74	61.74 63.29	63.29 64.87	64.87 66.49	66.49 68.15	68.15 69.86	69.86 71.60	71.61 73.39	73.40 75.23	75.23 77.11	9,229 <i>-</i> 9,459 <i>-</i>	
649		57.33		60.24	61.74	63.29	64.87	66.49	68.15	69.86	71.60	73.39	75.23	77.11	79.04	9,439 -	
650		58.77		61.75		64.87	66.50			71.61	73.40	75.23	77.11	79.04	81.02	9,939 -	
651	58.78	60.25	61.75	63.30	64.88	66.50	68.16	69.87	71.62	73.41	75.24	77.12	79.05	81.03	83.05	10,188 -	12,413
652		61.75		64.87	66.50	68.16		71.61	73.40	75.23	77.11	79.04	81.02	83.04	85.12	10,442 -	
653		63.29		66.49	68.15	69.86	71.60	73.39	75.23	77.11	79.04	81.01	83.04	85.11	87.24	10,702 -	
654 655		64.88 66.49		68.16 69.86	69.86 71.60	71.61 73.39	73.40 75.23	75.24 77.11	77.12 79.03	79.04 81.01	81.02 83.04	83.05 85.11	85.12 87.24	87.25 89.42	89.43 91.66	10,971 - 11,244 -	
656		68.15		71.60	73.39	75.23	77.11	79.04	81.01	83.04	85.11	87.24	89.42	91.66	93.95	11,244 -	
657		69.86		73.39	75.23	77.11	79.04	81.01	83.04	85.11	87.24	89.42	91.66	93.95	96.30	11,813 -	
658	69.86	71.61	73.40	75.23	77.11	79.04	81.02	83.04	85.12	87.25	89.43	91.67	93.96	96.31	98.71	12,109 -	14,754
659		73.40		77.12	79.04	81.02	83.04	85.12	87.25	89.43	91.67	93.96	96.31	98.71	101.18	12,412 -	
660		75.23		79.04	81.01	83.04	85.11	87.24	89.42	91.66	93.95	96.30	98.71	101.17	103.70	12,721 -	
661 662		77.12 79.04		81.02 83.04	83.05 85.11	85.12 87.24	87.25 89.42	89.43 91.66	91.67 93.95	93.96 96.30	96.31 98.70	98.72 101.17		103.72 106.29	106.31	13,041 - 13,365 -	
663		81.02		85.12	87.24	89.43			96.30	98.71	101.18			108.96		13,700 -	
664		83.05		87.25	89.43	91.67	93.96	96.31	98.71	101.18		106.31		111.69		14,043 -	
665	83.04	85.11	87.24	89.42	91.66	93.95	96.30	98.71	101.17		106.29				117.33	14,393 -	17,537
666		87.24		91.66	93.95	96.30			103.71	106.30			114.47	117.33	120.27	14,754 -	
667		89.43		93.95	96.30	98.71			106.30		111.68		117.33		123.27	15,122 -	
668 669		91.67 93.95		96.31	98.72		103.72		108.97 111.68			117.35 120.27		123.29 126.36		15,502 - 15,888 -	-
670		96.31							114.48			123.29		129.53		16,287 -	
<u> </u>	- 0.00	- 5.51	- 3.7 -								0.20			0.00		,	,

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The following page(s) contain the backup material for Agenda Item: <u>Amend the MDAQMD Personnel Policies & Procedures ("PPP") to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes.</u>

<u>Presenter: Brad Poiriez, Executive Director/APCO.</u>

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #6

DATE: February 24, 2020

RECOMMENDATION: Amend the MDAQMD Personnel Policies & Procedures ("PPP") to conform to the recently adopted Memorandum of Understanding (MOU), and make other administrative changes.

SUMMARY: This item amends the PPP to conform to specified terms and conditions included in the MOU between the MDAQMD and Teamsters Local 1932 (Teamsters) effective July 1, 2017 and extended to June 30, 2025; and to make other administrative changes.

BACKGROUND: The personnel management of MDAQMD employees is governed by several documents. The MDAQMD Personnel Policies and Procedures (PPP) is the written description of terms and conditions of employment for all employees. Nonexempt employees represented by the Teamsters Local 1932 periodically negotiate the terms and conditions of the Memorandum of Understanding (MOU) between the MDAQMD and the Teamsters Local 1932. Earlier on this Agenda the Governing Board adopted an extension to the current MOU with the Teamsters Local 1932. Finally, exempt employees are covered by the Exempt Compensation Plan (ECP), the written description of benefits, compensation and special provisions.

This recommendation is administrative by amending the PPP to remove language that is now included in both the MOU and the ECP. Governing Board Resolution 17-09 adopted June 26, 2017 allows nonexempt employees to convert to cash accrued leave at any time with preelection. Other administrative changes include updating the format with the District's current logo and cover sheet. A redline version is included for reference.

REASON FOR RECOMMENDATION: Governing Board action is necessary to change policies such as the PPP.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about February 10, 2020.

FINANCIAL DATA: This recommendation is administrative and has no direct fiscal impact.

PRESENTER: Brad Poiriez, Executive Director/APCO.



Personnel Policies and Procedures

Amended: September 25, 2017 February 24, 2020

Mojave Desert
Air Quality
Management District

14306 Park Avenue Victorville, CA 92392-2310 760.245.1661 • Fax 760.245.2022 [This page intentionally left blank.]

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This document shall constitute the Personal Policies & Procedures ("PPP") of the Mojave Desert Air Quality Management District ("District").

RULE 1 GENERAL PROVISIONS

Section 1.1 Prior Policies Repealed

If the terms and provisions of the PPP are inconsistent or in conflict with the terms and provisions of any prior District personnel policies and procedures, resolutions, rules and regulations governing the same subject, the terms of this PPP shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 1.2 Term of the PPP

This PPP shall take effect when adopted by the Governing Board of the District. The manual shall remain in effect unless repealed, in whole or part, by the Governing Board of the District. The Governing Board may in its sole discretion add to, delete or otherwise modify the PPP, subject to the following paragraph.

Prior to amendment of the PPP the APCO shall consult with District employees or, if required, upon request meet and confer with affected recognized employee organizations.

Section 1.3 Non-Discrimination

The District shall comply with applicable Federal and State laws governing fair employment practice and equal opportunity. The District shall not discriminate for or against any person based on race, creed, color, religion, national origin, sex, age, political opinion, veteran's status, physical or mental disability, sexual orientation, or marital status.

Section 1.4 Employee Responsibility

It shall be the responsibility of each employee to become aware and be knowledgeable of the PPP. Violation of the PPP as adopted shall constitute grounds for rejection, suspension, demotion, termination or other disciplinary action deemed appropriate by District Management.

Section 1.5 Section Policies and Procedures

Supervisors may issue such written policies and procedures as deemed necessary for the efficient, safe and orderly administration of the section. However, no such policies or procedures shall conflict with, go beyond or supersede the PPP and shall be approved by the APCO before their implementation. Copies of section policies and procedures must be distributed to each employee of the section. Section policies and procedures must be consistent with, and supplementary to, the PPP.

Section 1.6 Distribution of Personnel Policies

A copy of the PPP shall be distributed to each District employee and each recognized employee organization. Newly hired employees shall receive a copy at the time of Employee Orientation.

Copies of the PPP shall also be distributed to each section of the District. Supervisors shall make them accessible to employees. Copies shall be available in Administrative Services, the District

Clerk's office, the APCO's office and in each section of the District. Employees with questions about the PPP may direct them to their immediate supervisor, or to Administrative Services.

Section 1.7 Definition of Terms

Terms used in the PPP are defined as follows:

Acting Appointment - An appointment of a person who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

Advancement - A salary increase within the limits of a pay range established for a class.

Air Pollution Control Officer (APCO) – The person appointed to the position of Air Pollution Control Officer of the District pursuant to California Health & Safety Code §40750 and who serves as the Executive Director of the District.

Applicant - Any person submitting a formal completed application for employment with the District.

Appointing Authority - The APCO is the appointing authority for all district employees. The APCO may delegate appointing authority to the Personnel Officer.

Authorized Position - A specific work position within a job classification that is or may be held by an employee.

Benefit Date - For the purpose of sick and vacation leave accrued, the benefit date is defined as follows for all employees: (a) If the first working day of the pay period was worked, the benefit date will be the first day of that pay period. (b) If the employee started any time after the first working day of the pay period, then the benefit date will be the first day of the following pay period. (c) Employees who are absent without pay for more than thirty (30) consecutive days shall have their benefit date adjusted to reflect the deduction of the period of time in which the employee was absent without pay over the 30 consecutive days.

Class - The result of grouping together those positions that are similar in duties, authority, and responsibility, so that the same requirements as to education, general experience, general knowledge, and ability may be required of incumbents and so that the same schedule of compensation may be made to apply, notwithstanding that individual positions in the same class may be assigned specifically different duties and responsibilities. Each class will be assigned a separate class title.

Classification - The action of assigning a position(s) to a class.

Classification Plan - The arrangement of positions in classes, together with the title and specifications describing each class.

Class Specification - The official description of a class including (1) the title (2) a definition, (3) a statement of the duties and responsibilities, and (4) the employment standards, such as education, experience knowledge and skills, and abilities which may be required of applicants.

Compensation - Salary, wages, fees, benefits, allowances or other moneys paid to or on behalf of an employee for personal services.

Continuous Employment - Employment in a regular position that is uninterrupted from the effective date of the appointment except by an authorized absence with pay or an authorized leave of absence without pay of thirty (30) consecutive days or less.

Contract Employees - Those individuals employed by the District pursuant to the terms of an individual employment contract that sets forth terms and conditions of employment.

Days - Means calendar days unless otherwise stated.

Demotion - The movement of an employee from one class to another class, the new class having a lower maximum base rate of pay.

Disciplinary Action - The termination, demotion, reduction in pay, or suspension of a regular employee for punitive reasons.

Discharge - Involuntary termination of employment with the District.

District - The Mojave Desert Air Quality Management District.

Director of Administrative Services (DAS) - The person appointed to the position of DAS or the person supervising District administrative functions, if not the DAS.

Employment List - A list of names of persons who may be considered for employment with the District under specified conditions. Employment lists will be prepared as needed as determined by the Personnel Officer.

Employee - A person who is legally occupying a position in the District's service or who is on an authorized leave of absence for such position.

Evaluation Date - The date of completion of an employee's probationary period or any extension thereof and at twelve (12) month intervals thereafter.

Extra-Help Employee - An employee who is appointed to a position with less than year-round funding. Extra-help employees shall be compensated on an hourly basis and shall not be eligible for participation in the flexible benefits program, retirement program or any other benefits.

Exempt Compensation Plan (ECP) - The currently applicable Exempt Compensation Plan which provides a written description of the benefits, compensation, and special provisions available to positions and/or classifications not covered by the currently applicable MOU.

Fiscal Year - The fiscal year for the District begins on July 1 and ends on June 30 of the next year.

Full-time Employee - A regular employee of the District who is regularly scheduled to work at least forty (40) hours per week.

Governing Board - Governing Board of the District.

Grievance - Any good faith or reasonable complaint of an employee or a group of employees or a dispute between the District and said employee or group of employees involving the interpretation, application, or enforcement of this Personnel and Policies Manual; provided, however, complaints involving performance evaluations, denial of merit pay increases, employee classification and minor discipline shall not be grievable, but upon request of the affected employee, they are subject to review by the APCO whose decision shall be final and binding.

Grievance Procedure - The systematic means set forth in this the PPP by which an employee may obtain consideration of a grievance.

Immediate Supervisor - The most immediate person to whom an employee reports having authority in the interest of the District to do any one of the following: hire, transfer, suspend, layoff, recall, promote, demote, terminate, assign, reward, or discipline other employees, or to direct them, or to adjust their grievances, or effectively to recommend any such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Leave of Absence - An authorized absence from duty for a specified period.

Memorandum of Understanding (MOU) – The currently applicable Memorandum of Understanding entered into between the District and the San Bernardino Public Employees Association or any successor duly authorized representational body which provides a written description of the benefits, compensation, and special provisions available to those positions/classifications represented by such association.

Part-time Employee - A regular employee of the District who is regularly scheduled to work less than forty (40) hours per week. Part-time employees working 41 or more hours per pay period shall receive benefit plan dollars, vacation, sick leave and holiday leave on a pro-rata basis. Part-time employees working less than 41 hours per pay period on a regular basis shall not be eligible for these benefits, unless these or other benefits are approved in advance by the APCO as part of a job sharing arrangement. Job sharing arrangements are permitted only with the written approval of the APCO.

Performance Evaluation - A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor and/or other member of management.

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Personnel Policies & Procedures Manual (PPP) - This document concerning employment with the District.

Personnel Officer - The APCO or an employee of the District designated in writing by the APCO as the Personnel Officer.

Position - A group of current duties and responsibilities assigned or delegated by the appointing authority and requiring the full or part-time services of one (1) employee.

Probationary Employee – An employee, new to the District, is considered at will and may be terminated at any time without cause and without recourse to the grievance procedure or any other appeal right.

Promotion - The movement of an employee from a position of one class to a position in another class having a higher maximum salary rate, generally with an increase in duties and responsibilities over the employee's present class.

Reduction in Pay - A temporary or permanent decrease in salary.

Regular Employee - An employee who has successfully completed the probationary period and has been retained as hereafter provided in this PPP is an employee having regular status.

Reinstatement - The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular non-probationary employee.

Resignation - Voluntary termination of employment by an employee.

Salary Range - Categories which determine the minimum and maximum salary payable for each employment classification.

Section – An organizational subdivision of the District.

Seniority - Seniority is to be determined by continuous employment from the date of hire into a regular position, including time mandated by Health & Safety Code §41265.

Smoking - Includes any lighted cigarette, cigar or pipe.

Supervisor - A person having authority in the interest of the District to do any one of the following: hire, transfer, suspend, layoff, recall, promote, demote, terminate, assign, reward, or discipline other employees, or to direct them, or to adjust their grievances, or effectively to recommend any such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Suspension - The temporary separation, without pay, from service of an employee for disciplinary purposes.

Temporary Employee – An individual whose services are obtained through a temporary employment agency to assist with increased work demands or temporary vacancies. A temporary employee is not employee of the District and is a paid employee of a third party employment agency. Temporary employees are not covered by this Personnel Policies & Procedures unless specifically stated herein. Temporary employees are not entitled to receive any of the benefits received by District employees, including but not limited to, health and dental benefits, vacation and sick leave accruals, and other similar benefits.

Termination - The conclusion or cessation of employment with the District.

Transfer - The movement of an employee within a section or between sections from one position to another position in the same class or another class having the same maximum salary.

Vacancy - An unfilled authorized position in the District employment.

Section 1.8 Application of Personnel Rules

These Personnel Rules shall apply to all officers, positions and employment in the service of the District, including Contract Employees, unless otherwise specifically provided in a contract or agreement approved by the Governing Board of the District .

Unless otherwise noted in an applicable agreement or contract approved by the Governing Board Personnel Rules 1, 4.8, 4.9, 4.10 and 7 shall apply to:

- (A). Elected officials;
- (B). Members of appointed boards and committees;
- (C). Persons engaged under contract to supply expert, professional, technical or any other services;
 - (D). Volunteer personnel, including but not limited to student interns;

Section 1.9 Savings Clause

If any provisions or the applications of any provision of the PPP, as implemented, are rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provision of the PPP shall remain in full force and effect.

Nothing in the PPP shall be construed to deny any person or employee the rights granted by Federal and State law. The rights, powers and authority of the Governing Board in all matters, including the right to maintain any legal action shall not be modified or restricted by these regulations.

RULE 2 RECRUITMENT

Section 2.1 Personnel Requisitions

All requests for additional or replacement personnel shall be submitted to Administrative Services on a Personnel Requisition Form. The Personnel Requisition Form shall be completed

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by the initiating section and signed by the supervisor. Administrative Services shall satisfy all Personnel Requisitions in accordance with Standard Practice 2-3, *Recruitment Procedure*.

Section 2.2 Qualification of Applicants

No person shall be employed in or appointed to any position requiring full-time or part-time service where the position is included in the classification plan and a class specification exists establishing desired qualifications unless said person possesses in full, by midnight of the final filing date, the desired qualifications prescribed for that class except as provided by this manual.

In the event an applicant entering District employment is found to possess qualifications extraordinary for the position the applicant is being hired for, the APCO may authorize the employment of such applicant at any point within the appropriate pay range. For the purposes of this section, "extraordinary" means the applicant has education, experience and/or skills superior to that commonly required and expected for the class.

Section 2.3 Disqualification

The Personnel Officer may disqualify an applicant or refuse to refer any person for employment for, but not limited to, the following reasons:

- (A). The applicant does not possess the necessary qualifications established for the position.
- (B). The applicant is physically or psychologically disabled for the performance of essential functions of the position and such disability cannot be reasonably accommodated.
 - (C). The applicant has been terminated for good cause from previous employment.
- (D). The applicant has used or attempted to use any improper personal or political influence to further their employment with the District.
- (E). The applicant has been convicted of a felony or misdemeanor which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position.
- (F). The applicant has been convicted of a criminal offense involving moral turpitude. The word "convicted" shall be construed to mean a plea of guilty or nolo contendere regardless of whether sentence is imposed by the court.
- (G). The applicant has practiced or attempted to practice any deception, fraud or omission of material fact in the application or interview, or in securing eligibility for employment.

Section 2.4 Medical Examination

Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment physical and/or psychological examination. Such examination shall be performed by a licensed physician chosen by the District without cost to the prospective employee. The physician will indicate the employee' fitness for employment. In the event the examination is not completed prior to the employee's scheduled start date, only a tentative appointment may be made. Final appointment will be contingent on a satisfactory examination.

Section 2.5 Driver's License and Satisfactory Driving Record

The District shall obtain information regarding the driving record, violations, suspended license, etc. of each District employee on a regular basis. Employees of the District are required to advise the District of any change in their driver's license status immediately.

Employees who are required to have a valid driver's license as a condition of employment shall be subject to disciplinary action including termination of employment if their driver's license is suspended or revoked or other circumstances exist which render the employee unfit to operate a District vehicle.

Section 2.6 Employment Oath

All employees of the District shall complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment in accordance with Article XX, Section 3 of the Constitution of the State of California. The Oath shall be administered by the Personnel Officer or District Clerk or other designated individual and a signed copy shall be included in the employee's personnel file.

Section 2.7 Identification Cards

Employee identification cards shall be issued by Administrative Services to all employees of the District. Employee identification cards are to be used by employees in conducting business on behalf of the District. Employee identification cards are the property of the District and shall be surrendered to the District upon demand or termination of employment and prior to receiving payment of salary due at termination. Employees shall be required to immediately report lost or stolen identification cards to Administrative Services.

Section 2.8 Keys

Keys to District facilities will be issued to employees so designated by the APCO. Keys are the property of the District and shall be surrendered to the District upon demand or upon termination of employment and prior to receiving payment of salary due at termination. Employees shall be required to immediately report lost or stolen keys to Administrative Services.

RULE 3 ADMINISTRATION OF PERSONNEL

Section 3.1 Merit Employment Policy

It is the policy of the District to provide for an employment system which assures that employees are selected, promoted and retained on the basis of merit. It is the intent of this system to provide fair and equitable treatment to all applicants for employment. The screening and selection of employees shall be on a specific job related basis.

The potential and actual performance of employees within the District shall guide employment decisions with the goal of providing a high performance work force for the residents of the District.

Section 3.2 Classification Plan

The Personnel Officer shall ascertain and record the duties and responsibilities of all positions in the District and shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specification, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class.

The classification plan shall be adopted by the APCO, approved by the Governing Board and may be amended from time to time. Amendments and revisions of the plan may be suggested by any interested party and submitted to the APCO. A new classification shall not be created and filled on a regular basis until the classification plan has been amended to provide therefore.

Section 3.3 Reclassification

Positions, the assigned duties of which have been materially changed by the District so as to necessitate reclassification, shall be allocated by the APCO to a more appropriate class.

Section 3.4 Salary Schedule Adoption

Except as otherwise provided by law, officers and employees shall receive compensation as provided in the basic salary and compensation schedule adopted by the Governing Board of the District by resolution for the respective classifications of positions in which they are employed, in accordance with the terms of employment set forth in the PPP.

Section 3.5 Probationary Period

To ensure that new employees are able to satisfy requirements of the position for which they were hired, the first six months or 1040 regularly scheduled working hours of employment, whichever occurs later, shall be considered the minimum probationary period for employees of the District. The probationary period is required as part of the testing process and shall be utilized for observing closely the employee's work. All employees will receive a performance evaluation after completion of 3 months or 520 hours, whichever occurs later, and at the completion of the minimum probationary period. At the discretion of the Personnel Officer the probationary period may be extended for a maximum of six additional calendar months or 1040 additional regularly scheduled working hours, whichever occurs later.

During the probationary period, a new employee is considered at will and may be terminated at any time without cause and without recourse to the grievance procedure or any other appeal right.

Section 3.6 Promotion

It is the policy of the District to fill authorized vacant positions based on merit and to provide promotional opportunities for qualified employees.

Employees interested in promotion to a vacant position for which they are qualified shall submit an employment application to the Personnel Officer. Employees who have not yet successfully completed the probationary period for their current position are not normally eligible for promotional consideration.

Employees promoted shall receive at least the entrance rate of the new salary range or a five percent (5%) salary increase whichever is greater; however, no employee is advanced above the maximum of the salary range of the new position.

Employees promoted or requesting a transfer to another position in the District, shall be considered on probation during the first six months or 1040 regularly scheduled working hours, whichever occurs later, in the new position. At the sole discretion of the Personnel Officer employees failing to perform satisfactorily in the newly assigned position shall be reinstated to their former position or to a position requiring similar skill and in a similar pay grade provided that an employee reinstated under this Rule may meet with the APCO within five (5) working days of such reinstatement to discuss the matter. The decision of the APCO shall be final.

Employees appointed to an Acting or Provisional position shall not acquire probationary or regular status or rights; however, time spent in an Acting or Provisional position shall contribute to the probationary period if the employee is subsequently appointed to the position.

Promotional offers shall be extended to selected candidates only by the Personnel Officer. Employment offers for all promotional positions shall be made in accordance with Standard Practice 2-3, *Recruitment Procedure*.

Section 3.7 Transfer

Request for transfer to another type of work or section normally will be considered only after successful completion of the probationary period.

Employees requesting a transfer shall submit a memorandum to the Personnel Officer detailing the request for transfer and reasons for the request. Upon receipt of the transfer request, the Personnel Officer will notify the employee's supervisor. Job performance, qualifications, attendance and other legitimate factors shall be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. When the foregoing factors are substantially equal, transfers shall be determined by District seniority. If the transfer involves a change from one section to another, both supervisors must consent thereto unless the APCO orders the transfer. Employees transferred to a vacant position at their request shall serve a probationary period in accordance with Section 3.5 of the PPP.

The District may initiate employee transfers when the transfer is in the best interest of the District. District initiated transfers to a vacant position shall not serve the required probationary period in accordance with Section 3.5 of the PPP.

Section 3.8 Demotion

Employees requesting a voluntary demotion shall submit a memorandum to the Personnel Officer detailing the request for voluntary demotion and reasons for the request. Upon receipt of the request for voluntary demotion, the Personnel Officer will notify the employee's supervisor. If the request for voluntary demotion involves a change from one section to another, both

supervisors must consent thereto unless the APCO orders the demotion. Employees demoted at their own request shall be placed at the same step unless another step is mutually agreed to. If the employee who has requested demotion fails to perform satisfactorily during the probationary period, the employee may be terminated as a probationary employee in accordance with Section 3.5 of the PPP. If the employee has held regular status in the classification to which the employee is voluntarily demoted, probation can be waived upon agreement of the District.

The District may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

Section 3.9 Administrative Leave

The District may place an employee on paid administrative leave pending investigation and resolution of allegations of misconduct or for other legitimate reasons.

Section 3.10 Suspension

The APCO may suspend an employee from a position at any time for a disciplinary purpose pursuant to Rule 12 of the PPP.

Section 3.11 Reinstatement

Employees who have resigned from District employment in good standing may be eligible for reinstatement to their former position or to a position requiring similar skill and in a similar pay grade providing all of the following criteria are met:

- (A). There is a vacancy in the position for which the employee seeks reinstatement.
- (B). The request for reinstatement is received within six (6) months from the date the employee resigned.
- (C). The former employee is able to perform the essential functions of the position with or without reasonable accommodation.
 - (D). Performance evaluation history at the time of resignation was satisfactory or better.
- (E). The former employee provided at least two (2) weeks notice upon resignation unless mutually waived.
 - (F). The APCO approves the reinstatement request prior to the appointment.

Former employees shall have no right to reinstatement and such reinstatement shall be at the sole discretion of the District. The District reserves the right to consider the restoration of salary, seniority and other employee benefits on an individual basis and the same shall be restored at the sole discretion of the APCO. Reinstated employees may be required to complete a new employee probationary period as set forth in Section 3.5 of the PPP.

Section 3.12 Termination

Employees may be rejected without cause or without right of appeal at any time during an initial probationary period, during the probationary period for a voluntary demotion or any extension thereof. Rejections occurring during the probationary period shall be initiated by the appropriate supervisor and approved by the APCO prior to notifying the employee of termination action. Rejected probationary employees shall forfeit all employee benefits except benefits accrued

under the San Bernardino County Employees' Retirement System and benefits to which the employee is statutorily entitled. Rejected probationary employees shall not be eligible for prior notice of termination.

The District may terminate regular employees as set forth in Rule 12 of the PPP.

Section 3.13 Orientation

A brief orientation will be provided to each new employee of the District. The orientation will address issues such as hours of work, rest periods, salary, benefits, probationary period, performance evaluation, position descriptions, attendance, drug abuse policy, smoking policy, AIDS policy, sick leave, vacation, overtime and other basic personnel issues as directed by the APCO. Every employee shall be provided a copy of the PPP.

The employee's immediate supervisor will provide the employee with a thorough orientation including, but not limited to, the following:

- (A). Outline current and long range section objectives.
- (B). Review the organization of the section and the names of key section personnel.
- (C). Review section procedures.
- (D). Explain hours of work, time reporting, lunch and break periods, absence reporting and other District policy.
 - (E). Define work assignments, objectives and responsibilities.
 - (F). Set measurable performance goals with the employee.
 - (G). Conduct a tour of District facilities including rest rooms and parking facilities.
 - (H). An overview of the PPP and any section policies.

Section 3.14 Nepotism

In order to assure efficiency in implementing policies of the District, it is necessary to restrict the employment of relatives of elected and appointed officers of the District and of relatives of District employees. For the purpose of this policy a "relative" is defined as a spouse, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, aunt, uncle, niece, nephew, grandchild, grandparent regardless of their place of residence; or any other individual related by blood or marriage living within the same household as the District employee. Therefore, the following restrictions will apply:

- (A). Relatives of the APCO, Deputy APCO's and elected officers of the District shall not be eligible for District employment in any capacity.
- (B). Relatives of District-appointed Commissions, Boards or Committees shall not be considered for employment with the section or area of responsibility of such District appointed Commission, Board or Committee.
- (C). Relatives of District employees shall not be placed or allowed to work in a position which exercises supervisory authority over a relative or places an undue hardship on other employees within the particular work unit and such employment is detrimental to the supervision, safety, security or morale of the particular work unit as determined by the APCO.

(D). In no event shall an employee participate directly or indirectly in the recruitment or selection process for a position in which an employee's relative may have filed an official employment application.

Section 3.15 Provisional Appointment

For the purpose of this policy, appointment of a person not on a recruitment list is provisional and may be made under one of the following conditions only:

- (A). There is no existing recruitment list for the classification and the supervisor has documented the urgent need to fill the position before a regular recruitment could be concluded and the APCO approves use of a provisional appointment; or
- (B). The eligibility list contains three or fewer names and the supervisor has filed written objection to the employment of each person on the list with the Personnel Officer and the appointing authority has documented the urgent need to fill the position before regular recruitment could be concluded and, the APCO approves use of a provisional appointment; or
- (C). Persons on the list are not available for the position under the terms and conditions prescribed by the Personnel Officer and the appointing authority has documented the urgent need to fill the position before regular recruitment could be concluded and, the APCO approves use of a provisional appointment.

All provisional employees must meet the minimum requirements for the position to which appointed or demonstrate reasonable attainment thereof. Provisional appointments shall terminate not later than two pay periods after establishment of an appropriate recruitment list or twelve months from the date of the original appointment, whichever is less.

Section 3.16 Notice of Resignation

Employees who wish to voluntarily terminate employment with the District shall provide a minimum of two weeks written notice to their immediate supervisor. Resignation shall be deemed accepted upon submission. The written resignation shall be forwarded immediately to Administrative Services for processing. Any employee failing to provide the District with a minimum of two weeks written notice shall be ineligible for consideration for future employment with the District unless mutually waived.

Section 3.17 Death of Employee

In the event of a death of a District employee, payment of all earned wages due shall be in accordance with the laws of the State of which the deceased employee was a legal resident at the time of death.

Unless otherwise provided by law, payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee. If no beneficiary has been designated, any funds due shall be paid to the deceased employee's surviving spouse. In the absence of a surviving spouse, such payment shall be made to the employee's children. In the absence of children, such payment shall be made to the estate of the deceased employee.

RULE 4 TERMS OF EMPLOYMENT

Section 4.1 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Employees shall make every effort to schedule personal appointments outside their working hours. The District will maintain records of employee attendance. Employee attendance will be reviewed and evaluated during the employee's annual performance evaluation.

Section 4.2 Compensation

The APCO or a designated representative shall be responsible for preparing and maintaining an employee compensation plan for the District. The employee compensation plan shall be approved by the Governing Board of the District.

New employees of the District shall be hired at the minimum rate of the salary range which the position is classified. In the event a prospective employee possesses exceptional skill, training or ability, or where exceptional recruitment difficulties are encountered, employment offers may be made at a higher rate whenever such would be in the District's best interest. Offers of employment at the minimum to mid-point of the salary range may be approved by the Personnel Officer. Offers of employment above the mid-point of the salary range shall require the approval of the APCO.

Employees shall be eligible for a salary merit increase, within their respective salary range, upon completion of the probationary period or any extension thereof, and at twelve month intervals thereafter. A completed performance evaluation with a satisfactory or higher rating shall be required for all salary increase recommendations.

All salary merit increases shall be approved by the APCO.

Section 4.3 Annual Salary Review

Each year the Personnel Officer will review the salary ranges assigned to each position within the District and make recommendations to the Governing Board if necessary. The Personnel Officer may consider the following areas to review:

- (A). Existing position descriptions, salaries, benefit levels and number of authorized positions within the District.
 - (B). Review of inflation, changes in cost of living, and other measure of the economy.
 - (C). Other areas as the Personnel Officer deems appropriate.

Subject to the duty to meet and confer, changes in the salary ranges, if any, shall be approved by the Governing Board.

Section 4.4 Performance Evaluations

It is the policy of the District to evaluate employee performance on a regularly scheduled basis. The performance evaluation shall normally be conducted by the employee's immediate supervisor and shall be discussed with the employee. The employee's immediate supervisor shall

carefully consider each item of the performance evaluation in relation to the duties outlined in the employee's position description.

A performance evaluation shall be completed prior to the completion of the probationary period for new and probationary employees. The Personnel Officer will forward to the employee's supervisor a performance evaluation form approximately thirty (30) days prior to the end of the applicable evaluation period. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to the Personnel Officer for review prior to the completion of the probationary period.

A performance evaluation shall be completed on at least an annual basis for regular employees. The Personnel Officer will forward to the employee's supervisor a performance evaluation form approximately thirty (30) days prior to the employee's anniversary date. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to the Personnel Officer for review prior to the employee's evaluation date. Should there be a delay in completing and returning the performance evaluation beyond the employee's evaluation date, through no fault of the employee, a merit pay increase due as a result of the performance evaluation shall be effective on the employee's evaluation date.

Special evaluations, as needed, may be given.

Section 4.5 Rest Periods

Employees of the District shall be eligible to receive one rest period not to exceed fifteen minutes in any four consecutive hours of work. The employee's immediate supervisor shall coordinate the scheduling of the rest period.

Section 4.6 Political Activity

Political activities of officers and employees of the District while on duty and/or on the premises of the District is prohibited. In accordance with the California Government Code the following shall be prohibited.

- (A). An officer or employee of the District shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of the District or from persons on the employment lists of the District. (Government Code Section 3205)
- (B). No officer or employee of the District shall participate in political activities of any kind while in uniform. (Government Code Section 3206)
- (C). No officer or employee of the District shall engage in political activity during working hours. (Government Code Section 3207)
- (D). No signs, posters or other political advertising materials shall be posted upon District property at any time.

Section 4.7 Voting

The District encourages eligible employees to register and vote in all federal, state and local election. Employees of the District are expected to vote prior to or following their assigned

working hours. However, the District will consider time off with pay to participate in federal, state and local elections in certain circumstances.

Employees having two or more consecutive non-working hours following the opening or preceding the close of polls will not be granted time off with pay to vote. Employees having less than two consecutive non-working hours following the opening or preceding the close of polls may be granted sufficient time off with pay to vote. In order to receive paid time off to vote, the employee must provide a written request for such time and must obtain written approval from the employee's immediate supervisor. Requests must be made in writing and must be received at least three days prior to Election Day. The Personnel Officer shall be notified prior to approval of paid time off for voting. In no event shall an employee receive more than two hours paid absence for the purpose of voting. Voting time with pay shall be taken immediately prior to the beginning or the completion of the employee's scheduled work day. Paid absence for the purpose of voting shall be in accordance with Section 14400 of the California Elections Code.

Section 4.8 Alcohol and Drug Policy

A. Purpose of Policy

It is policy of the District to prohibit its employees from using alcohol or drugs in connection with their employment, as it constitutes a threat to the safe and efficient performance of our public service.

The District will be firm in identifying and disciplining those employees who use drugs or alcohol in violation of the District's policies. The District has a significant interest in ensuring the health and safety of its employees, in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its property, equipment, and operations. The use of drugs, alcohol, or any other substance which alters an employee's behavior can affect an employee's ability to perform his or her duties safely and effectively, and increase the potential for accidents, absenteeism, substandard performance, poor employee morale, and can damage the District's reputation. As a condition of continued employment with the District, each employee must abide by this policy.

With this in mind, the District has established the following policy with regard to use, being under the influence, possession, distribution or manufacture of alcohol or drugs.

B. Definitions

For the purposes of this policy:

<u>Abuse of Any Legal Drug</u> - means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

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<u>Illegal Drug</u> - Any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained, or which has been legally obtained but is being sold or distributed unlawfully. The term further includes prescribed drugs not being used for prescribed purposes. Despite its legal status in California, the District considers all forms of marijuana, whether for medicinal or recreational use, an "illegal drug" for purposes of this Policy.

<u>Legal Drug</u> - Any drug, including any prescribed drugs and over-the-counter drugs which have been legally obtained, and that are not unlawfully sold or distributed, and are being used for the purpose for which they were prescribed or manufactured.

<u>Possession</u> - means that an employee has the substance on his or her person or otherwise under his or her control.

<u>Reasonable Suspicion</u> - includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

<u>Under the Influence</u> - For the purposes of this Policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional opinion, a scientifically valid test, and, in some cases, by a lay person's opinion.

C. Prohibited Conduct

<u>Scope.</u> The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time an employee is:

- a. On the District's premises;
- b. Conducting or performing the District's business, regardless of location;
- c. Operating or responsible for the operation, custody, or care of the District's equipment or other property; or
- d. Responsible for the safety of others in connection with, or while performing, District-related business.

Alcohol. The following acts are prohibited and will subject an employee to discharge

- a. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- b. Being under the influence of alcohol.

<u>Illegal Drugs</u>. The following acts are prohibited and will subject an employee to discharge:

- a. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- b. Being under the influence of any illegal drug or other controlled substance.
- c. Despite its legal status in California, the District considers all forms of marijuana, whether for medicinal or recreational use, an "illegal drug" for the purposes of this policy.

Legal Drugs. The following acts are prohibited and will subject an employee to discharge:

- a. The abuse of any legal drug;
- b. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- c. Working while impaired by the use of a legal drug whenever such impairment might:
 - 1) Endanger the safety of the employee or some other person;
 - 2) Pose a risk of significant damage to the District's property or equipment; or
 - 3) Substantially interfere with the employee's job performance or the efficient operation of the District or the District's equipment.

(D). Employee Reporting Requirements

An employee's use of a legal drug, illegal drug and/or alcohol can pose a significant risk to the safety of the employee or others. Employees who have reason to believe that they are in violation of this policy must report their conduct to their immediate supervisor immediately.

The District recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to the District's property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the Deputy Director - Administration to determine whether or not he or she qualifies for an unpaid leave of absence. Nothing in this policy is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs. Further, nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals. The District will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Employees who suspect that a fellow employee is in violation of this policy must report their suspicions to their immediate supervisor for further investigation and appropriate action. If an employee suspects the employee's immediate supervisor is in violation of this policy, the

employee shall report the suspicions to the next level of supervision above the suspected person. In the alternative the employee may report to the Deputy Director - Administration. If the employee suspects a member of management, specifically a Deputy Director or the APCO, is in violation of this policy, the employee may report suspicions to District Counsel. If the employee suspects District Counsel or the APCO is in violation of this policy, then the employee may report suspicions to the APCO, the District Counsel, a Deputy, or the Human Resources Specialist. The APCO, District Counsel, a Deputy, or the Human Resources Specialist, each have an affirmative duty to immediately contact the Chairman of the Governing Board and report the suspicions of possible policy violations regarding the District Counsel or the APCO.

(E) Disciplinary Action

Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense. Further, the District reserves the right to discipline or terminate employees convicted of an offense which involves the use, distribution, or possession of illegal drugs.

(F) Searches

The District reserves the right to search lockers, storage areas, furniture, District vehicles and other places under the common control of the District and employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy. Searches will be conducted by management and one other staff. Accordingly, employees are on notice that the above locations can be accessed at any time, with or without notice. Employees do not have a right to privacy in these areas.

(G) Drug-free Workplace Designation

Any location at which District business is conducted is designated as a drug-free workplace. All employees of the District are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

The District shall implement an education program for all employees on the dangers of drug and alcohol abuse in the workplace. Additionally, the District will provide training to assist in identifying and addressing alcohol and illegal drug use by employees.

Any employee convicted of violating a criminal drug statute in this workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction occurring. Failure to inform the District shall result in disciplinary action up to and including termination for the first offense. By law, the District will notify the federal contracting officer within ten days of receiving such notice from an employee or otherwise receiving notice of such a conviction.

The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug-abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

H. Reasonable Suspicion Drug and Alcohol Testing

If an employee's supervisor or manager has a reasonable suspicion (as defined herein) that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, he or she will be asked to take a drug test in accordance with the procedures outlined below.

If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Procedures for Drug Testing. The APCO, or designee, will refer the employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. The District will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. Initial screening will be done by a medical professional. Positive results will be confirmed by gas chromatography/mass spectrometry.

The clinic or laboratory will inform the District as to whether the applicant or employee passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this Policy and will be subject to discipline accordingly.

<u>Acknowledgment and Consent</u>. Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test will subject an employee to discipline up to and including termination.

<u>Confidentiality</u>. All drug testing-records will be treated as confidential.

Section 4.9 Smoking Policy

The District is dedicated to protecting the health and safety of all District employees from unhealthful conditions. The Surgeon General has stated that "cigarettes are the most important individual health risk in this country responsible for more premature deaths and disability than any other known agent," and that "cigarette smoking can make a significant measurable contribution to the level of indoor air pollution at levels of smoking and ventilation that are common in indoor environments," and that "there was a provable relation between such "passive" smoke from smokers and illness and deaths among non-smokers."

Therefore, smoking is prohibited in any District owned or leased building specifically utilized for the administration of District business. This shall include, but is not limited to, offices, lobbies, hallways, conference rooms, restrooms, common work areas, vehicles and Board Chambers.

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Each supervisor shall be responsible for enforcing this smoking prohibition within their area of responsibility. Any District employee violating this policy will be subject to disciplinary action, up to and including termination.

Section 4.10 Policy on Infectious and Communicable Diseases, including AIDS

The District is committed to protecting the rights of persons with AIDS, and those who interact with them, in the course of their normal activities.

The District does not discriminate in its employment policies solely on the basis of exposure to infectious or communicable diseases, or the physical conditions produced by such a disease.

- (A). Infectious or communicable diseases -- Include, but are not limited to, HTLV-III virus or HIV (the virus which causes AIDS) infection, ARC (Aids Related Condition), AIDS (Acquired Immune Deficiency Syndrome), tuberculosis (TB), Cytomegalovirus (CMV), Herpes Simplex Virus (HSV Type I and Type II), HSV related diseases such as chickenpox, shingles and infectious mononucleosis, and Hepatitis-B.
- (B). Employees with AIDS, AIDS Related Complex, or a positive HTLV-III antibody test should be afforded normal attendance, and working conditions, and participation in an unrestricted manner as long as they are physically and psychologically able to perform the duties of their job in accordance with the District's standards and without undue risk to their own health or the health of other employees or the public.
- (C). The District shall provide reasonable accommodation to employees with infectious diseases, including AIDS and related illnesses, in a manner consistent with the law.
- (D). If an employee has concerns about the presence of a person with AIDS virus, or any other infectious disease, that individual should be directed to a knowledgeable counselor or manager to help allay fears. Referral should be made to appropriate community agencies for those persons with continuing fears or concerns about the disease. Further accommodation for such employees will generally not be made, unless a particular employee presents evidence satisfactory to the District and its advisors that they have a medical justification for refusing to work with an employee who has an infectious or communicable disease.

(E). Employees with Infectious or Communicable Diseases

(1). If the District receives notice that an employee is suffering from an infectious or communicable disease, it shall make decisions regarding the employee's continued employment based on the behavior, neurological development and physical condition of the employee, and the health and safety of other persons with whom the employee will interact. The District may require the employee to provide the District periodic physician reports and medical records needed for the decision regarding job assignments, job limitation, ability to continue working, ability to return to work, and potential risk to the employee or others. The District may also require the employee to be examined from time to time by a physician selected by the District.

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- (2). Each instance of an employee suffering from an infectious or communicable disease shall be considered on a case-by-case basis. The supervisor where the employee is assigned, in conjunction with the Personnel Officer shall decide whether the employee is free of transmissible infection and does not pose a risk to the public or other employees, in consultation, as necessary, with public health personnel, the employee's physician and the employee.
- (3). Routine and standard procedures should be used by trained and designated volunteer staff to clean up after any employee who suffers an accident or injury at work. All blood or other body fluids should be treated cautiously. An approved OSHA body fluid kit shall be used when cleaning up blood or other body fluid spills, and such spills should be disinfected with a bleach solution (10:1 ratio of water to bleach). Gloves, bleach and leak-proof bags should be included in the First Aid supplies.
- (4). District personnel and others involved with the employee shall respect the employee's right to privacy and need for confidentiality. The employee's records shall be kept confidential.
- (F). Any employee who believes that their rights under these guidelines have been violated should be directed to pursue the matter in accordance with all applicable grievance procedures.
- (G). Nothing in this policy is intended to deprive an employee of any rights under applicable Federal or State laws, rules and/or regulations.

Section 4.11 Service Awards

In order to recognize the contributions of long time District employees, the District shall provide service awards to regular full-time employees who have completed five years of consecutive service and on succeeding five year anniversaries thereafter. Service awards shall also be presented to regular part-time employees who have completed the equivalent of five years of consecutive service and on succeeding five year equivalent anniversaries thereafter. Service with the County of San Bernardino shall be considered when determining years of consecutive service for employees hired before June 30, 2009.

Employees must have completed the appropriate years of service prior to the date of presentation of the award to be eligible for the award.

Section 4.12 Safety

It is the policy of the District to maintain an active safety program designed to eliminate occupationally related illness and injury among District employees. Every employee of the District shall be required to observe all District and section health and safety procedures.

Each employee of the District shall receive a copy of the District's Safety Policies and Procedures and shall be responsible for complying with said policies. Failure to observe District safety policies and procedures shall result in disciplinary action in accordance with the PPP.

Section 4.13 Certification and Licensing

When the District determines that a position requires the incumbent to obtain a specialized license or certificate, the District agrees to assume the cost for such certification or license. The District may pay directly or reimburse the employee if proof of cost is presented by the employee. If a specialized license or certificate is required by federal or state law, the employee must assume the cost of such certificate or license.

Section 4.14 Employment Hours

The District practices a 9/80 work schedule. The official workweek shall begin on Friday at 12:00 p.m. and ends at 11:59 a.m. on the second following Friday. This is the same time as the "payperiod." Employees of the District shall not exceed forty (40) hours worked in one workweek within the 9/80 work schedule without prior authorization from their immediate supervisor. Alternate work schedules may be authorized by the APCO.

RULE 5 EMPLOYEE BENEFITS

Section 5.1 Benefit Plan

All regular full-time employees and their qualified dependents shall be eligible for health, dental, vision and disability programs offered by the District. The amount of money available to the employee for this benefit shall be set forth in the applicable MOU or ECP.

The following provisions apply to the plan:

- (A). All employees must enroll in the health and dental program offered by the District at least to the level that provides such insurance coverage for the individual employee. Exceptions to the requirement for health coverage shall be made for an employee who provides proof of approved group health coverage sponsored by an employer. Requests for exception must be made in writing and approved by the Personnel Officer. Provided the appropriate withdrawal form is properly completed and submitted to Administrative Services on or before the tenth of the month, such change becomes effective on the first day of the following month.
- (B). An employee shall be required to complete all benefit selections within 30 days from their start date.
- (C). Additional deductions for payment of benefits shall automatically be deducted from the employee's paycheck.
- (D). Any funds not used for the purchase of health, dental, vision and/or long-term disability programs shall be paid to the employee as taxable wages.

Section 5.2 Life Insurance

The District shall provide a term life insurance policy for each regular full-time employee. Employees shall be permitted to purchase, through payroll deduction, excess term life insurance.

The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

Section 5.3 Continuation of Benefits Coverage

Employees who are on an approved medical leave of absence or an approved leave of absence without pay under the Family Medical Leave Act of 1993, if applicable, or who are on an approved workers compensation leave shall receive the benefits of this Rule (or cash equivalency) for up to thirteen (13) pay periods while on such leave. Employees who are on these approved leaves will accrue leave time (Sick Leave (PPP Section 6.1), Vacation (PPP Section 6.4), and Holiday (PPP Section 6.2) for up to thirteen (13) payperiods while on such leave.

Regular full-time employees of the District on approved leave of absence without pay (PPP Section 6.11), except as described above, may continue to participate in the District's Benefit Plan (PPP Section 5.1) and/or Life Insurance (PPP Section 5.2) for the duration of the leave of absence by paying for the applicable coverage themselves. Such employees who want to continue participation in the Benefit Plan must advise Administrative Services in writing of their intention to do so and shall submit payment for the cost of the applicable coverage to Administrative Services no later than the tenth day of the month preceding the month for which coverage is to be effective. Failure to do so may result in loss of benefits.

Section 5.4 Worker's Compensation

Workers' compensation insurance is provided for all employees of the District. Employees shall receive a maximum of three (3) consecutive days of paid leave, with no charge to sick leave or vacation leave, following an occupational injury or illness, provided the leave is authorized in a bona fide off-work order and the injury or illness qualifies for coverage under the California Workers' Compensation Act.

Upon request, the employee may continue to receive their regular pay during periods of disability due to an illness or injury covered under the California Workers' Compensation Act by supplementing workers' compensation benefit payments with accrued sick leave or vacation pay. Under this policy, an employee may coordinate benefits with the appropriate source along with using accrued sick leave and vacation leave to receive payment equivalent to regular salary per pay period. In no event shall an employee receive more than their regular salary by means of this process.

Section 5.5 Unemployment Insurance

Unemployment insurance shall be provided in accordance with the current state and federal laws.

Section 5.6 Retirement Program

All regular full-time employees, and employees eligible pursuant to law become members of the San Bernardino County Employees' Retirement Association (SBCERA).

Section 5.6 shall only apply to employees who are members of the Retirement Association and are eligible for participation under Section 5.1 of the PPP. The provisions of this Section shall be applied each pay period.

Employees hired on or after July 1, 2016 and subject to the Public Employees' Pension Reform Act are not eligible for the following provisions in this Section (Government Code §7522).

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(A) District Contributions

The District may pickup a portion of the employee's required contribution to the San Bernardino County Employees' Retirement Association as set forth in the applicable MOU or ECP. The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes.

If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

(B) Remaining Employee Contributions

Any employee Retirement System contribution obligations which are not paid under Section 5.6.(A) shall be "picked up" for tax purposes only for this Section. The District shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414 (H) (2) effective with the earnings paid and contributions made on or after July 1, 1993.

The District shall make member contributions under this Section on behalf of the employee which shall be in lieu of the employee's contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for the purpose of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 5.6(A) of these Rules.

(C) Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 and

employees over the age of 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in taxable wages in the amount of the District's retirement contribution.

Section 5.7 Deferred Compensation

Employees of the District shall be eligible to enroll in deferred compensation plans offered by the District from the first day of employment. Employees are permitted to specify additional amounts to be deducted from the employee's paycheck for deposit to the District's deferred compensation carrier.

The District shall assume no responsibility for the management or operations of the selected deferred compensation carrier.

RULE 6 LEAVE, VACATION AND HOLIDAYS

Section 6.1 Sick Leave

(A). Accrual: Employees of the District, including employees in the probationary period, shall accrue sick leave for each payroll period completed at the accrual rate specified in the applicable MOU or ECP. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro-rata basis. Earned sick leave shall be available for use the first day following the payroll period in which it is earned, provided, however, that an employee must have completed six (6) months of continuous service from the employee's benefit date. In no event shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave days accrued at the time of illness. Therefore, an employee who has exhausted sick leave accrual and who is unable to work due to illness or injury will be placed in a vacation status for the duration of the employee's vacation accrual, if any. If the employee has exhausted both sick leave and vacation leave accruals, the employee shall be placed on unpaid status.

(B). Use.

The following are considered appropriate uses of sick leave accrual:

- (1). Employees may use sick leave accrual for personal illness or injury which incapacitates the employee for duty.
- (2). An employee who is personally undergoing medical, dental or optical treatment or examination may use sick leave accrual for required time away from work.
- (3). Employees may use sick leave accrual for members of the immediate family for the same reasons as for personal sick leave up to a maximum of twenty four (24) hours of sick leave per fiscal year. For the purposes of this section, immediate family is defined as spouse, minor children of or other near relative residing with the employee.
- (4). An employee quarantined by appropriate authority may use sick leave accruals for the duration of the quarantine period.
- (5). An employee may use sick leave accrual when caring for an immediate family member suffering from contagious disease or when the presence of an employee at work would jeopardize the health of others due to exposure to a contagious disease.

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(C). Bereavement Leave.

When a death occurs in the immediate family, regular employees are entitled up to three days paid (without impact to employee's leave accruals) Bereavement Leave. Bereavement Leave may be used only in the loss of a spouse, children, parents, parents of current spouse, sister, brother, grandparents, step-parents, half-brother, half-sister, sister-in-law, brother-in-law or any individual who may have a true parental relationship to the employee.

(D). Minimum charge.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(E). Notice of Illness.

The District must be notified within one-half (1/2) hour after the start of the employee's scheduled work day of an illness on the first day of absence. It is the responsibility of the employee to keep the District informed as to continued absence beyond the first day for reasons due to illness. Failure to make such notification may result in denial of sick leave with pay as well as disciplinary action up to and including termination.

(F). Illness during vacation leave.

Employees who become ill while on approved vacation leave may request to have vacation time converted to sick leave. Approval may be granted only when the employee presents a doctor's certificate verifying an illness or injury. Such conversion shall require approval of the Personnel Officer.

(G). Extra-help employees.

Extra-help employees shall not be eligible for sick leave.

(H). Return from sick leave.

Employees who have been on sick leave may be required to satisfactorily complete a physical examination administered by a District retained physician or to present a statement signed by a licensed physician stating that the employee is able to resume essential job functions with or without reasonable accommodation. Moreover, employees who have been on sick leave may be required to satisfactorily complete a physical examination administered by a District retained physician if the employee's immediate supervisor believes that the health, safety and welfare of the employee or of the District and its employees are being jeopardized due to the possibility that the employee lacks fitness for duty or that the employee is abusing the sick leave benefit.

(I). Misuse.

Evidence substantiating the abuse and misuse of the sick leave benefit shall result in denial of sick leave with pay and may result in disciplinary action up to and including termination.

Section 6.2 Holiday Leave

All full-time and part-time employees of the District who are on the payroll the day before and the day after a designated holiday and were paid for at least one-half (1/2) of the accountable

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hours and were on approved leave for any unpaid hours shall be paid for said holiday. Extra-help employees do not receive holiday benefits.

Employees shall receive a full working day of holiday pay for the following approved holidays.

- (A). The following are approved paid holidays for the District:
 - (1). January 1st.
 - (2). The third Monday in January.
 - (3). The third Monday in February.
 - (4). The last Monday in May.
 - (5). July 4th.
 - (6). The first Monday in September.
 - (7). The second Monday in October.
 - (8). November 11th.
 - (9). Thanksgiving Day.
 - (10). The day after Thanksgiving Day.
 - (11). December 24th.
 - (12). December 25th.
 - (13). December 31st.
 - (14). One floating holiday.

Scheduling. Holidays which fall on Saturday shall be observed on the preceding working day with the exception of a paid holiday closure. Holidays which fall on Sunday shall be observed on the following working day with the exception of a paid holiday closure. When a Holiday falls on a Flex Friday, the holiday may be observed on a preceding or following working day. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation benefits. If the holiday falls on a day when the District is closed for business, the holiday time may be accrued for later use.

Holiday sell-back. An employee may sell back holiday time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:

(A). <u>Future Accruals</u>. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than 8 hours and may not exceed 40 hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.

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(B) <u>Existing Accruals</u>. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 8 hours and will be subject to a 10% penalty. <u>[Selected text has]</u> been incorporated into the ECP and MOU effective 2/24/2020]

Section 6.3 Floating Holiday

A floating holiday shall be a holiday on a work day of the employee's choice which accrues in the first full pay period in January. Requests for a floating holiday shall be subject to the approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the department. Employees are not eligible for a floating holiday until successful completion of six (6) months of continuous service.

Section 6.4 Vacation

Employees of the District shall be entitled to paid annual vacation as set forth in the applicable MOU or ECP . Employees of the District shall be entitled to paid annual vacation based on length of service with the District as specified in the applicable MOU or ECP. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned provided an employee has completed six (6) months of continuous service from the employee's benefit date.

Regular part-time employees of the District shall receive vacation leave accumulation on a pro-rata basis. There shall, however, be no proration of the maximum accrual. Regular part-time employees of the District who accept regular full-time employment with the District without a break in service shall receive service credit on a pro rata basis.

Temporary and extra help employees of the District shall not be eligible for vacation leave benefits.

Accrual of vacation shall cease once the employee reaches the maximum accrual level for their years of service and will recommence only after the maximum accrual has been reduced.

Earned vacation leave may be taken in multiples of one-quarter hour with the approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the department. Should employee vacation requests conflict with staffing requirement, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted.

Employees leaving the active payroll after completing a minimum of six months continuous service shall receive payment for unused vacation accrued during their tenure with the District.

Vacation sell-back. An employee may sell back vacation time at their base hourly rate. Eligible employees may exercise this option under procedures established by the District, subject to the following:

(A). Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made in increments of not less than 40 hours

and may not exceed 160 hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will automatically be converted into cash in pay period 26.

(B) Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 40 hours and will be subject to a 10% penalty.

Section 6.5 Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

Section 6.6 Pregnancy Leave

Employees of the District may be granted a leave of absence for a maximum of four (4) months due to a disability based on pregnancy, child birth or other related medical condition.

Employees shall submit a request for pregnancy leave to their immediate supervisor. The request shall state the estimated length of absence. The supervisor shall inform the Personnel Officer immediately of the request. The District can require medical documentation. Upon approval of the employee's the Personnel Officer, the employee shall be placed on Pregnancy Leave of Absence without Pay for a period not to exceed four (4) months.

The Personnel Officer may grant an extended leave of absence for an additional five weeks provided appropriate medical documentation indicating a continuation of pregnancy leave would be in the best interest of the employee. Determination of this extension shall be solely based on medical necessity.

Employees returning to work after a disability based on pregnancy, childbirth or a related medical condition shall submit a letter from a licensed physician indicating that they may return to work and may be required to satisfactorily complete a physical examination administered by a District retained physician. Employees shall not be permitted to return to work without the medical authorization of the employee's physician.

Employees who do not return to active employment or fail to provide medical evidence to support continuation prior to the expiration of an approved Pregnancy Leave of Absence, shall be terminated in accordance with the District's Termination Policy. Employees terminated from Pregnancy Leave of Absence status shall receive payment for accrued vacation unless payment for such vacation accrual was exhausted prior to the effective date of the approved Pregnancy Leave.

Section 6.7 Jury Duty

Employees in regular positions who are ordered to serve jury duty including grand jury shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "jury duty certification" form at the end of the required jury duty to verify such service. When practicable, the Personnel Officer will convert an employee's regular tour of duty to a day shift tour of duty

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during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work-time. Employees volunteering to serve on a grand jury may be granted a leave of absence without pay to perform the duties of a member of the grand jury.

Section 6.8 Blood Donation

Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the immediate supervisor to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the Personnel Officer to receive this benefit.

Section 6.9 Leave of Absence Without Pay

The APCO may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three months. After three months, the leave of absence may be extended if so authorized. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be deemed to be terminated. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last know place of address, shall be reasonable notice.

Supervisors may grant a regular or probationary employee leave of absence without pay for not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer prior to approval. Under normal circumstances, personal leave of absence shall be granted only after an employee has exhausted all vacation entitlement.

All employees placed on approved leave of absence status without pay shall not accrue credited service for salary review, vacation, and illness and injury leave purposes for the duration of the leave of absence without pay. Eligibility for salary review, vacation and illness and injury leave accrual shall be extended by the number of days an employee has been on approved leave of absence without pay. Employees placed on approved leave of absence without pay shall be responsible for all health insurance premium, life insurance premiums, long term disability premiums and other monthly benefit payments as prescribed by the ECP, MOU, PPP, Governing Board Policy, Standard Practice and any applicable law.

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Section 6.10 Unauthorized Leave of Absence

Any employee who is absent without authorization for three (3) working days shall be considered to have resigned from their position with the District by reason of abandonment. An unauthorized leave of absence during part of a day constitutes an unauthorized absence for the entire day.

Nothing in this section shall limit the APCO's' authority to discipline or terminate an employee due to an unauthorized absence. Before doing so, in the case of a regular employee, the APCO shall provide the employee with notice of the action and an opportunity to respond.

RULE 7 POLICY PROHIBITING EMPLOYEE HARASSMENT

Section 7.1 Introduction

- (A). The District strongly disapproves of any form of unlawful discrimination against its employees. This includes discriminatory harassment of District employees. Harassment can result in high turnover, absenteeism, low morale, and an uncomfortable work environment. Since various Federal and State law prohibit harassment, employee harassment may also constitute a criminal offense.
- (B). The District also disapproves of abusive conduct (bullying) in the workplace. While such conduct is not technically illegal it is prudent for both the District and its employees to self-monitor and attempt to ensure that all District employees do not suffer the adverse impacts of such conduct.
- (C). This policy and any accompanying standard practice will be translated to a language other than English, as set forth herein, upon request.

Section 7.2 Policy

- (A). The District strictly prohibits unlawful harassment. This includes harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over forty), military and veteran status, sexual orientation, or any other protected class under applicable law.
 - (B). The District also prohibits abusive conduct (bullying) in the workplace.
- (C). Employees and others, including but not limited to co-workers, supervisors, executives and Board Members found to have engaged in harassing or abusive conduct may also be found to be personally liable for their behavior in a separate legal action by a court of competent jurisdiction.

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Section 7.3 Application

- (A). This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- (B). This policy applies to all officers and employees of the District, including, but not limited to, full- and part-time employees, temporary employees, volunteers, and persons working under contract for the District.
- (C). This policy also applies to managers, supervisors, coworkers, Members of the Governing Board and any third parties with whom employees of the District come into contact.

Section 7.4 Definitions

(A). Harassment:

- (1). Harassment may consist of unwelcome offensive verbal, physical or visual conduct when such conduct is based on or related to an individual's sex, membership in one of the protected classifications as listed in Section 7.2 above, and:
- (a). Submission to the offensive conduct is an explicit or implicit term or condition of employment;
- (b). Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
- (c). The offensive conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creates an intimidating, hostile or offensive working environment.
- (2). Examples of what may constitute prohibited harassment include, but are not limited to, the following:
- (a). Unwanted sexual advances and/or threats intended to induce sexual favors;
 - (b). Offering employment benefits in exchange for sexual favors;
 - (c). Actual or threatened retaliation;
- (d). Prolonged staring or leering, making sexual or offensive gestures relating to sex or membership in one of the protected classifications;
- (e). Displaying or distributing cartoons, posters, pictures, and/or other printed visual, or electronic materials (including music, audio files or other electronic visual forms), referring to sex or membership in one of the protected classifications;
- (f). Making or using derogatory comments, offensive terms, epithets, slurs or jokes and/or "kidding" about sex or membership in one of the protected classifications; Continued suggestions or invitations to social events outside the work place after being told such suggestions are unwelcome;
- (g). Graphic comments about an individual's body; degrading words used to describe an individual; suggestive and/or obscene letters, notes, or invitations;
- (h). Unwelcome physical touching such as hugs, pats and similar physical contact as well as assault, impeding or blocking movement, or physical interference with normal work movement:

(i). Any similar conduct directed at an individual on the basis any other protected classification under applicable law.

Harassment may be sexual or non-sexual. Sexual desire is not necessarily a factor. Offensive behavior may also occur between persons of the same gender, orientation or members of the same protected class. In addition, a victim of harassment need not be the direct target of the offensive behavior.

(B). Abusive Conduct:

- Abusive conduct (bullying) is conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and is unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.
- (2).Examples of what may constitute abusive conduct (bullying) include, but are not limited to:
- (a). Repeated infliction of verbal abuse such as the use of derogatory remarks, insults and epithets;
- (b). Verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating;
 - (c). Gratuitous sabotage or undermining of a person's work performance.
- (C). Other Definitions including those of protected classes as listed in section 7.2 are the same as those found in Government Code §§12900 et. seq and the regulations promulgated thereunder (2 CCR §§11000 et. seq)¹. Copies of selected applicable definitions may be found in Standard Practice 2-6. In the case of differences between the statutory or regulatory definitions and those found herein or in Standard Practice 2-6, the statutory or regulatory definitions shall control.

Section 7.5 **Reporting Procedure**

(A). Internal Reporting Procedure

(1). An employee who believes that they have been the victim of sexual or other prohibited harassment or who witness or otherwise becomes aware of harassment by any officer, employee, person working under contract, manager, supervisor, co-worker, Members of the Governing Board, clients or customers, visitors, vendors, or any other third party with whom the employee has come into contact should notify their supervisor, for further investigation and appropriate action. If the alleged harasser is the supervisor then the employee should notify the next level of supervision above the alleged harasser. In the alternative the employee may report the alleged harassment to the Deputy Director -Administration or Human Resources Specialist, depending on which individual the employee feels most comfortable contacting. If the employee believes the individual engaging in the harassing conduct is a member of management, specifically a Deputy Director or the APCO the employee may report such harassment to District

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¹ Specifically including but not limited to the following: California Government Code §§12925, 12926 and 12926.2; 2 CCR §\$11008, 11015, 11030, 11035, 11053, 11065, 11075, 11087

Counsel. If the alleged harasser is the District Counsel or the APCO then the employee may report such harassment to the APCO, District Counsel, any Deputy Director or the Human Resources Specialist. The APCO, District Counsel, Deputy Directors or Human Resource Specialist so contacted has an affirmative duty to immediately contact the Chair of the Governing Board and report the allegations of harassing behavior regarding District Counsel or the APCO.

- (2). Additionally, all supervisors, Deputy Directors, or other members of management who observe or otherwise become aware of harassment that violates this policy have a duty to take steps to investigate and remedy such harassment and prevent its recurrence.
- (3). An employee who reports alleged harassment should provide the following information:
 - (a). The employee's name, department, and position;
- (b). The name of the person or persons committing the harassment, including their title(s), if known;
- (c). The specific nature of the harassment, how long it has gone on, and any other information that tends to support the charge of harassment;
 - (d). Witnesses to the harassment, if any;
- (e). Whether such harassment was previously reported and, if so, when, by whom, and to whom.

(B). External Reporting Procedure

- (1) Any employee who believes that they have been the victim of sexual or other prohibited harassment by any officer, employee, person working under contract, manager, supervisor, co-workers, clients or customers, visitors, vendors or any other third party with whom the employee has come into contact; may file a complaint (allegations) with the California Department of Fair Employment and Housing (DFEH). Instructions for filing a complaint (allegations) of harassment are posted in a prominent location in the District offices as required by law. Employees may contact DFEH at 1845 South Business Center Drive, Room 127, San Bernardino, California or file online pursuant to the procedures found at www.dfeh.ca.gov/complaint-process.
- (2) Any employee who believes that they have been the victim of sexual or other prohibited harassment by any officer, employee, person working under contract, manager, supervisor, co-workers, clients or customers, visitors, vendors or any other third party with whom the employee has come into contact; may also file a charge (allegations) of discrimination with the Federal Equal Employment Opportunity Commission (EEOC). Employees may contact the EEOC at the Los Angeles District Office, Roybal Federal Building, 255 East Temple St., 4th Floor, Los Angeles, CA 90012 or online pursuant to the procedures found at https://www.eeoc.gov/employees/howtofile.cfm.
- (C). Reports of alleged abusive conduct (bullying) may be made in a similar manner and to the same persons identified in subsection (A) above.

Section 7.6 Investigation

(A). Internal Investigations:

- (1). The Deputy Director Administration is the person designated by the Employer to investigate allegations of harassment or abusive conduct. The Deputy Director Administration may, however, delegate the investigation to another person at his or her discretion. In the event the allegation of harassment or abusive conduct is against the Deputy Director Administration, an investigator shall be appointed by the APCO.
- (2). The investigation shall be conducted pursuant to the procedures adopted by the APCO and set forth in District Standard Practice 2-6, Procedures for Implementing Harassment Policy.
 - (B). Complaints (allegations) filed with the DFEH are investigated by the DFEH.
 - (C). Charges (allegations) filed with the EEOC are investigated by the EEOC.

Section 7.7 Internal Investigation and Documentation Procedure

- (A). When an allegation of harassment or abusive conduct is made by an employee, the person to whom the allegation is made shall:
- (1). Provide a written copy of this policy and a copy of Standard Practice 2-6 to the person making the allegation as soon as is reasonably possible; and
- (2). Immediately prepare a report of the allegation pursuant to the provisions of Standard Practice 2-6 and submit it to the Deputy Director Administration or to the APCO if the allegation is made against the Deputy Director Administration.
- (B). Deputy Director Administration or the APCO shall investigate or appoint an investigator to investigate. Such investigation shall be conducted pursuant to the procedures found in Standard Practice 2-6.
- (1). The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person alleging harassment, witnesses interviewed during the investigation, the person against whom the allegation of harassment was made, and with any other person contacted by the investigator in connection with the investigation.
- (2). The investigator's notes shall be made at the time the verbal interview is in progress.
- (3). Any other documentary evidence shall be retained as part of the official record of the investigation.
- (C). Based on the report and any other relevant information, the Deputy Director Administration shall, within a reasonable period of time, determine whether the conduct of the person against whom the allegation has been made constitutes harassment. In making that determination, the Deputy Director Administration, or the APCO, shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person alleging harassment. The determination of whether harassment occurred will be made on a case-by-case basis

Section 7.8 Confidentiality

All records and information relating to the investigation of any alleged harassment shall be confidential to the maximum extent possible while conducting a complete and effective

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investigation. Such information and any resulting disciplinary action shall remain confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process.

Section 7.9 Remedies

(A). Internal Disciplinary Action

- (1). If the Deputy Director Administration determines that the harassment has occurred, he or she shall cause to be taken immediate and appropriate disciplinary action consistent with the requirements of law and the PPP sections pertaining to employee discipline along with any other steps that may be reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- (2). Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harassed, and any other factors relating to the fair and efficient administration of the Employer's operations.

(B). DFEH Remedies

(1). DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail the DFEH may prosecute the complaining party's case before the Fair Employment And Housing Commission ("FEHC") ") or file a civil complaint in state or federal court. Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee, or former employee include but are not limited to possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorney's fees, and under appropriate circumstances, actual damages and/or administrative fines. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

Section 7.10 Retaliation

Retaliation against anyone for engaging in a protected activity including but not limited to opposing conduct prohibited by this policy, filing a complaint alleging harassment or abusive conduct, or otherwise participating in an investigation, proceeding, or hearing conducted by the District, DFEH or FEHC is strictly prohibited. Allegations of retaliatory behavior will be investigated to determine if the person was engaged in an activity protected under applicable law and/or this policy; and that some adverse employment action was taken against the person; and that the engagement in the protected activity was the cause of the adverse employment action. Engaging in retaliation may subject the offending person to, among other things, disciplinary action, up to and including termination of employment.

Section 7.11 Employee Obligation

- (A). Employees are not only encouraged to report instances of harassment or abusive conduct, they are obligated to report instances of harassment.
- (B). Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to:
- (1). Coming forward with evidence, both favorable and unfavorable, to a person accused of harassment; and

- (2). Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Employer investigation of alleged harassment.
- (C). Knowingly and falsely accusing someone of harassment or otherwise knowingly giving false information in an investigation of harassment shall be grounds for disciplinary action, up to and including termination of employment.
- (D). Employees are obligated to participate in periodic harassment prevention training provided by the District. Supervisors and other employees required pursuant to Government Code §12950.1 shall participate bi-annually in two hours of sexual harassment prevention training.

RULE 8 OUTSIDE EMPLOYMENT AND ACTIVITIES

Section 8.1 Authorization for Outside Employment

Although we recognize the employee's right to engage in private and/or commercial activities outside the normal working hours, the District expects each employee to avoid those outside employment activities that are a conflict of interest or which may potentially become a conflict of interest.

Section 8.2 Prohibited Activities

Employees shall avoid outside employment activity with individuals or companies doing business with or soliciting business from the District. Employees shall not engage in outside employment activity which may unduly influence professional decisions, actions or judgment made on behalf of the District. Employees shall not engage in outside employment activity which may deprive the District of their time, attention and loyalty during normal working hours. Employees shall not engage in outside employment activity which may require confidential information concerning the District. Employees shall avoid significant financial interest in companies doing business with or soliciting business from the District. Employees shall not engage in outside employment activity requiring the use of District property, equipment or supplies. Employees shall not use District stationary, forms or equipment, including telephones and postage, in any capacity not directly related to the performance of assigned duties with the District.

Section 8.3 Conflicting Employment Activity

Employees conducting outside employment activities conflicting with, compromising or reflecting unfavorably upon District interests shall be requested to terminate such activities. Employees continuing to conduct outside employment activities conflicting with, compromising or reflecting unfavorably upon District interests, after a request to terminate such activities, shall be subject to disciplinary action up to and including termination.

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RULE 9 TUITION AND PROFESSIONAL ORGANIZATION DUES REIMBURSEMENT PROGRAM

Section 9.1 Eligibility

Regular full-time employees of the District shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution provided:

- (A). Courses are satisfactorily completed with, where applicable, a grade of "C" or better or "pass".
 - (B). Appropriate proof of successful completion are submitted to the Personnel Officer.
- (C). Course of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer to at the District.
- (D). The hours of instruction for the course do not conflict with the employee's regularly scheduled workday.
- (E). Reimbursement is limited to a maximum of two courses per semester or quarter and a maximum reimbursement as set forth in Section 9.3 of these Personnel Rules.
- (F). The request for reimbursement must be preapproved by the appropriate appointing authority.

For the purpose of this policy, an accredited educational institution shall be defined as any technical, vocational, college, university, business or high school which has been accredited by a recognized governmental or professional accrediting body and has been approved by the Personnel Officer.

Section 9.2 Application Process

Employees shall submit a Tuition Reimbursement Request to their immediate supervisor for approval prior to registration for the course. The immediate supervisor will review the request for compliance with District policies and either approve or disapprove the request. If the request is denied, the immediate supervisor will state the reason for denial in the appropriate box. The supervisor shall forward the completed form to the Personnel Officer for review to assure compliance with District policy. The Personnel Officer shall forward one copy of the completed form to the employee.

Employees who are eligible for educational assistance from sources outside the District shall be restricted in their participation in this program. Such restriction shall be limited to an amount which is the difference between the maximum amount available under this program less the amount the employee is eligible for from outside sources. Financial assistance from outside sources shall include scholarships, fellowships, educational grants and benefits payable from the federal, state and local government.

The Personnel Officer shall maintain records of those employees participating in the Tuition Reimbursement Program including the academic performance of employees and total reimbursement per employee.

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Section 9.3 Reimbursable Expenses

Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction. Employees shall be limited to a maximum reimbursement as provided in the applicable MOU or ECP.

Section 9.4 Non-reimbursable Expenses

Employees shall not be eligible for reimbursement of late registration penalties or fees, transportation costs, parking, interest or any other charge not specified as reimbursable in Section 9.3 of these rules.

Section 9.5 Application for Reimbursement

Employees who successfully complete an approved course shall submit a request for reimbursement to the Personnel Officer. Such request must include receipts for all items for which the employee wishes to be reimbursed and a copy of the final grade report with a grade of C or higher. The Personnel Officer shall attach the required documentation to the Tuition Reimbursement Request and forward one copy to Administrative Services for processing. Administrative Services shall prepare a reimbursement check payable to the employee and forward the check to the Personnel Officer for distribution to the employee.

Section 9.6 Reimbursement of Professional Organization Dues

Regular full-time employees shall be eligible for reimbursement of professional organization dues for membership in professional organizations, whose purpose is directly related to the employees job duties.

RULE 10 VEHICLE OPERATION POLICY

Section 10.1 Policy

During the course of employment with the District, if no District vehicle is available, employees may be required to operate their personal vehicles to perform their assigned duties. If an employee objects to the use of their personal vehicle, the District shall make reasonable effort to find another employee to perform the task at issue. If the District is unable to reasonably accomplish the task with another employee, the employee may be required to use their personal vehicle, provided it is available. Because of this requirement, a valid California driver's license, a satisfactory driving record, and proof of insurance may be made conditions of employment with the District. No employee shall operate or drive any motor vehicle on behalf of the District unless the employee is licensed for the class of vehicle to be driven, maintains a satisfactory driving record and maintains adequate insurance.

Section 10.2 Driver's License

All applicants for employment and current employees hired in classifications where a driver's license is required shall be required to acquire and maintain a valid California driver's license in accordance with Section 2.5 of these policies. The position description for a position shall specify whether a driver's license is required.

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PERSONNEL POLICIES & PROCEDURES

If an employee has been hired for a position prior to the effective date of these rules and in which driving is required, the employee shall be given six months to acquire a valid California driver's license

Section 10.3 Driver's Record

All applicants for employment with the District are required to possess a satisfactory driving record as set forth in Section 2.5 of the PPP.

Section 10.4 Motor Vehicle Insurance

Employees of the District whose duties may require the use of a personal vehicle while on duty, must provide to the District proof of insurance at the minimum limit required by law. Applicants will not be hired and employees will not be eligible for continued employment unless their insurance coverage is verified.

RULE 11 EXPENSE REIMBURSEMENT

Section 11.1 Travel Expenses

The District shall reimburse employees and officers of the District for travel, lodging and other expenses directly related to the conduct of District business provided such expenses have been previously approved by the appropriate supervisor and/or the APCO. Such reimbursement shall be at the rate set forth in the applicable MOU or District policy.

Section 11.2 Other Official Expense Reimbursement

Other official expenses of a non-personal nature may be approved if supported by receipts and a justification for the charge. Laundry and dry cleaning charges will not be allowed unless the trip is more than one week in duration.

Section 11.3 Travel Reimbursement

Employees shall be required to complete an expense reimbursement form in order to obtain reimbursement for expenses. The expense reimbursement form shall be submitted to the appropriate supervisor. Supporting original receipts and documentation shall be attached to the expense reimbursement form when required per an applicable MOU or ECP.

The supervisor shall determine the reasonableness of reimbursable expenses and, after approval, shall submit the expense reimbursement form to Administrative Services for payment. Administrative Services shall reimburse approved employee travel expenses by check.

Section 11.4 Travel Advance

Employees traveling on District business may obtain funds to defray the expenses of such travel by completing a cash advance request. Employee cash advance requests shall be submitted to the employee's immediate supervisor. Approved employee cash advance requests shall be submitted to Administrative Services for payment at least five working days prior to the date of travel. All employee cash advances shall be accounted for on an approved employee reimbursement form, by return of the advance funds or by a combination of these items.

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Section 11.5 Personal Automobile Travel

Employees are not permitted to use their personal automobile in conducting District business without approval of the appropriate supervisor. Prior to authorizing the use of a personal automobile for District business, each supervisor shall determine the validity of the business purpose and availability of a District owned vehicle.

If District owned vehicles are available and are equally convenient to the performance of District business, the supervisor shall not authorize the use of an employee's personal automobile for business purposes. Reimbursement for travel by personal automobile shall be made in accordance with the applicable MOU.

In the event of accident, employees using a personal automobile for authorized travel in conducting District business must rely on personal assets, including insurance, for financial protection. Although District interests are protected by insurance, the District provides no insurance to protect employees against damage to the employee's personal automobile or for damage to the property of others or for death or personal injury to others as a result of an employee using a personal automobile in conducting District business.

Employees suffering injury, dismemberment or death arising from an accident incurred in the performance of District business shall be covered under terms of the California Worker's Compensation policy.

Section 11.6 Replacement or Repair of Employee Property

The District shall reimburse employees for loss or damage to personal property provided that such loss or damage could not have been prevented by reasonable action of the employee. Such reimbursement shall be limited to personal property that is worn or carried by the employee to satisfactorily perform assigned duties. In most instances, this will include clothing, watches and personal prostheses such as eyeglasses, dentures and hearing aids. Reimbursement for damage to other personal property such as tools, cameras and briefcases will be considered only if the property was necessary to performance of the employee's specific duties and if the property was being used with the approval of the employee's supervisor. Reimbursement shall not be made for damage to motor vehicles or to jewelry other than watches under this policy.

Employees shall be required to report losses incurred in accordance with this policy to their immediate supervisor within twenty-four hours following the loss. The immediate supervisor shall verify the employee's loss and provide a written report of such loss to the appropriate department head provided that such loss is a result of a reimbursable incident as defined herein. The supervisor shall review the employee's claim and, if warranted, shall recommend reimbursement of losses incurred to the Personnel Officer. The Personnel Officer shall review the reported loss and substantiating evidence, if applicable, and shall approve reimbursement of losses in accordance with this policy. The Personnel Officer shall then forward reimbursement recommendations for payment to the employee.

The amount of reimbursement for loss or damage to personal property shall be the current market value of those items damaged beyond repair or the repair costs of items that are repairable less the amount of any reimbursement received from other sources. In determining

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the current market value for clothing, original cost of such clothing shall be depreciated over a period of four years. Current value for personal prostheses such as eyeglasses, dentures and hearing aids or other hard goods shall be defined as the current replacement costs. Costs of repairing those items not totally destroyed shall be determined by the District on an individual basis.

RULE 12 EMPLOYEE CONDUCT AND DISCIPLINE

Section 12.1 Policy

Discipline shall be administered in a fair and consistent manner and without regard to sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (forty or older), marital status or any other protected classification under applicable law.

All suspensions, demotions, reductions in salary for a specified time period, and terminations of employees with regular status shall be made according to the PPP. District employees who serve at the will and pleasure of the Governing Board are not covered by the provisions of this rule.

Probationary and extra-help employees serve at the will and pleasure of the appointing authority and may be terminated, demoted, reduced in salary, or suspended without cause or justification and without right to review or appeal.

Section 12.2 Cause for Disciplinary Action

An employee with regular status may be demoted, suspended, reduced in pay, or terminated only for cause provided that exempt employees shall not be subject to suspensions, reductions in pay or other disciplinary action that would eliminate their salaried status or otherwise adversely affect their exempt status under the Fair Labor Standards Act. The following are declared to be causes for such actions, although charges may be based upon causes other than those listed herein:

- (A). Failure to meet work performance standards and requirements.
- (B). Discourteous treatment of the public or other employees.
- (C). Willful or negligent disobedience of any law, ordinance, District rule or regulation, or superior's lawful order.
- (D). Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct.
- (E). Failure to exhibit acceptable behavior either during or outside duty hours such that the employee's ability to perform their duties is impaired, or the behavior otherwise reflects adversely on the District, or the ability of the District to perform its' mission is or may be impaired.
 - (F). Absence without approved leave.
 - (G). Tardiness or absenteeism.
 - (H). Practicing deception or fraud in the securing of a job appointment or promotion.
 - (I). Working unauthorized overtime;
- (J). Failure to supply full information as to character, reputation, or acts which, if known at the time of appointment might have resulted in a disqualification of the employee for the job to which appointment was made.

- (K). Falsification of a relevant official statement or document, including the employment application.
 - (L). Neglect of duties.
- (M). Possessing or using narcotics or alcohol in District offices or facilities, or being present at work under influence of same.
- (N). Improper withdrawal or limitation of service or any action that interferes with or is disruptive of the District mission or the public service.
 - (O). Insubordination.
- (P). Any action inconsistent with the PPP or officially promulgated District rules and regulations.
- (Q). Intimidation, coercion, harassment or other unwelcome, offensive or threatening behavior.

Section 12.3 Progressive Discipline

It is the policy of the District to administer a progressive discipline approach in situations where employee performance or behavior is determined to be below the expectations desired or outside the normal expectations of the work environment.

Employees are responsible for following the rules of the District and for satisfactorily performing their assigned job duties. The immediate supervisor is primarily responsible for an employee's performance evaluation and for recommending disciplinary action.

It is the policy of the District to administer appropriate discipline, up to and including termination in situations where an employee's performance or behavior is determined to be below the expectations or inappropriate for the work environment.

The District reserves the right to determine the form of discipline, subject to the guidelines below, to be imposed based on the severity, frequency, and repetitiveness of the cause of action. The following are examples of the different forms of corrective or disciplinary action which may be imposed. The District may, in its sole discretion, use some or all of the steps set forth below.

(A). Typical Sequence of Corrective Actions:

- (1). Counseling An informal discussion with an employee designed to assist the employee develop the required knowledge and skills or to clarify and remedy unacceptable performance or behavior. The discussion may clarify standards, evaluate the employee's performance and behavior, seek information or resolve concerns. The occurrence of the counseling may be documented.
- (2). Letter of Understanding A written document issued to an employee which clarifies the rules, regulations, and requirements of the job. A letter of understanding is normally issued when an employee lacks understanding, rather than when an employee intentionally disregards rules and policies. A letter of understanding is an assurance that an employee has been made aware of the Districts expectations. This form of corrective action may be issued when counseling has failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. A letter of understanding defines the areas in which improvement is required, sets goals for improvement, and informs the employee that failure to improve will result in disciplinary action, up to and including termination. A letter of

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understanding is placed in the employee's official personnel file.

- (B). Typical Sequence of Disciplinary Actions:
- (1). Written Reprimand A written reprimand is written documentation admonishing an employee for unacceptable performance or behavior. A written reprimand may be given to an employee based upon a singular offense or based upon a series of lesser offenses. The written reprimand will contain a statement of the specific action of the employee, which may include a specific rule violation, reasons for unacceptable performance and/or a description of unacceptable behavior. The written reprimand will also inform the employee that failure to improve will result in further disciplinary action, up to and including termination. A written reprimand is placed in the employee's official personnel file. The employee may write a letter of response and have it placed in their personnel file.

A written reprimand may be reviewed by the APCO upon written request of the employee receiving the written reprimand. Written reprimands shall be removed from an employee's personnel file after three (3) years upon written request of the employee provided there is no reoccurrence of actions by the employee which is subject to the same discipline category as set forth in Section 12.2.

- (2). Suspension Suspension is the temporary removal of an employee from District service without pay. A suspension may be imposed in cases involving misconduct or repeated chronic performance or behavioral problems. A Notice of Proposed Disciplinary Action is required.
- (3). Reduction in Step A reduction in step is the temporary reduction in pay of an employee's salary step for a specific period of time. A reduction in step does not change the employee's classification or status and is generally issued in lieu of a suspension, demotion or termination. A Notice of Proposed Disciplinary Action is required.
- (4). Demotion A demotion is a change in status of an employee from a position in one class to a position in a class with a lower maximum salary range. A demotion may be imposed for the same reasons as for a suspension, or for any other reasons deemed appropriate by the District. A Notice of Proposed Disciplinary Action is required.
- (5). Termination A termination is the permanent removal of an employee from District service. Termination may be imposed when the offense or situation is so serious that retention is not appropriate; or when the action of the employee is the latest of a series of offenses showing that the employee is unwilling, or unable, to correct inappropriate behavior, or unacceptable performance. A Notice of Proposed Disciplinary Action is required.

Section 12.3 Minor Discipline

Prior to imposition of a minor disciplinary action, which shall consist of an unpaid suspension of two (2) days or less, or a reduction in step in the equivalent amount, all regular employees shall be afforded the following:

- (A). Notice of Proposed Disciplinary Action, which shall include:
 - (1). A description of the discipline proposed;
- (2). A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any District rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;

- (3). Copies of any documents relied upon in reaching a decision to propose the disciplinary action; and
- (4). A statement advising the employee that the employee may respond to the APCO, or designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the APCO, and the last date upon which a response may be made.
- (B). Right of Response Minor disciplinary actions are not subject to advisory arbitration. The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the District may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
- (1). In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the APCO or designee.
- (2). During this meeting, the District official imposing the discipline and the employee, or their respective representatives, may present oral argument and documentary evidence in support of their positions; however, neither party shall be permitted to call and examine witnesses.
- (3). A written response must be received in the office of the APCO no later than 5:00 p.m. on the last day given to respond.
- (4). The APCO or designee shall consider the employee's timely response and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.
- (C). Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.
- (D). In the case of minor discipline, no right of appeal is provided, and employees have the right to respond as described above.

Section 12.4 Major Discipline

Prior to the imposition of a major disciplinary action, which shall consist of an unpaid suspension of three (3) or more days, demotion, step reduction in the equivalent amount, or termination, all regular employees shall be afforded the following:

- (A). The Notice of Proposed Disciplinary Action shall include:
 - (1). A written notice of the employee's right to a pre-disciplinary hearing;
 - (2). A written notice of the employee's right to representation;
 - (3). A description of the discipline proposed;
- (4). A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any District rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;
- (5). Copies of any documents relied upon in reaching a decision to propose the discipline action; and

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- (6). A statement advising the employee that the employee may respond to the APCO, designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the APCO, and the last date upon which a response may be made.
- (B). The employee shall have seven (7) working days from the date they personally received of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. If the employee is unavailable for personal delivery, the District may mail the Notice via first class mail in which case the delivery of notice date will be effective two days from the date mailed. Upon a showing of good cause, the District may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
- (1). In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment to meet with the APCO or designee.
- (2). During this meeting, the employee, or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The APCO designee shall listen to the employee's presentation, but need not present any evidence on behalf of the District, nor shall either party present witnesses for examination at this time.
- (3). A written response must be received in the office of the APCO no later than 5:00 p.m. on the last day given to respond.
- (4). The APCO or designee shall consider the employee's timely response and shall make a determination within a reasonable period of time as to whether or not the proposed action, a different action, or no action shall be taken.
- (5). Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

(C). Right to Appeal:

- (1). Any regular employee shall have the right to appeal any major disciplinary action which shall consist of an unpaid suspension of three (3) or more days, a demotion, a step reduction in an equivalent amount, or a termination.
- (2). Requests for appeal shall be made in writing, and acknowledged by receipt with the Personnel Officer within seven (7) working days of the effective date of the action.
- (3). Upon receipt of the request for appeal made by the employee or their designated representative, the Personnel Officer shall request a list of hearing officers from the California State Mediation and Conciliation Service within ten (10) working days. If the Personnel Officer fails to request the list of hearing officers within the time period provided the employee or their designated representative may do so. The Personnel Officer shall schedule a meeting, with the employee or their designated representative to select a hearing officer, within twenty (20) working days of the receipt of the list from the California State Mediation and Conciliation Service by the Clerk of the Governing Board of the District. If the parties cannot mutually agree on the selection of a hearing officer, a hearing officer shall be selected by alternately striking from the list provided by the California State Mediation and Conciliation Service. The employee or their representative shall strike first. The cost of the hearing officer shall be divided equally between the District and the Association, provided the employee is represented by the Association. Within ten (10) days after issuance of the hearing officer's

decision, each party shall notify the other, in writing of its acceptance or rejection of the advisory ruling.

(4). A rejection by either party of the hearing officer's decision shall cause the appeal to be submitted to the Governing Board for determination. The matter shall be considered by the Board, with or without hearing, in the sole discretion of the Board, at any time convenient to the Board, within a reasonable period, or sixty (60) days after issuance of the hearing officer's decision. The decision of the Board shall be final and binding on both parties.

RULE 13 GRIEVANCE PROCEDURE

Section 13.1 Policy

The District has established a grievance procedure. Grievances are defined in Section 1.7 of the PPP. Employees of the District shall be required to comply with the procedures set forth regarding items which are grievable under these policies.

Employees of the District who pursue grievances according to the provisions of the District Grievance Policy and Procedure shall be free of harassment by fellow employees, supervisors and administration and shall in no way affect their present or future employment status.

Section 13.2 Right to File Grievance

Any regular employee has the right to file a grievance regarding a dispute arising out of the interpretation or application of the PPP. The grievance procedure shall not be applicable to the appeal of any disciplinary action.

Section 13.3 Process for Filing Grievances

Grievances shall be processed in accordance with the procedure set forth below:

- (A). Step 1. The grievance shall be presented orally or in writing to the employee's immediate supervisor within ten (10) working days of the occurrence. The supervisor shall reply orally within ten (10) days thereafter.
- (B). Step 2. If the reply in Step 1 is not satisfactory, within ten (10) working days after such reply, the grievance shall be presented, in writing, to the Director of Administrative Services. The Director of Administrative Services shall reply, in writing, to the grievance within ten (10) working days thereafter
- (C). Step 3. If the employee is not satisfied with the reply in Step 2, within ten (10) days thereafter, the written grievance may be presented to the APCO. The APCO shall, upon request, meet promptly with the employee or their designated representative during regular business hours to discuss the grievance, and shall reply, in writing, to the employee or representative within ten (10) working days thereafter. The parties agree to cooperate fully in investigating the facts surrounding grievances, and also agree to produce all evidence necessary to substantiate their respective positions regarding any such grievances. Such exchange of information shall be between the APCO and the employee or representative.
- (D). Step 4. If the grievance is not resolved in Step 3 within fifteen (15) working days after receipt of the step 3 reply, the employee or their designated representative may request in

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writing to the APCO that the written grievance be submitted to an impartial arbitrator for an advisory decision.

Upon receipt of the written request for appeal made by the employee or their designated representative, the Personnel Officer shall request a list of arbitrators from the California State Mediation and Conciliation Service within ten (10) working days. If the Personnel Officer fails to request the list of arbitrators within the time period provided the employee or their designated representative may do so. The Personnel Officer shall schedule a meeting, with the employee or their designated representative to select an arbitrator, within twenty (20) working days of the receipt of the list from the California State Mediation and Conciliation Service by the Clerk of the Governing Board of the District. An impartial arbitrator shall be selected by alternately striking from the list provided by the California State Mediation and Conciliation Service. The cost of the impartial arbitrator shall be divided equally between the District and the employee or their designated representative. Within ten (10) working days after issuance of the arbitrator's decision, each party shall notify the other, in writing, of its acceptance or rejection of the advisory ruling.

A rejection by either party of the arbitrator's decision shall cause the grievance to be submitted to the Governing Board for determination. The matter shall be considered by the Board, with or without hearing, in the sole discretion of the Board, at any time convenient to the Board, within forty-five (45) days after issuance of the arbitrator's decision. The decision of the Board shall be final and binding on both parties.

Section 13.4 Timeliness and Discrimination

Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such time limits may be extended by mutual agreement of the parties. If the District's authorized representative fails to answer a grievance within the time specified in any step of the grievance procedure, the employee or representative shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If an employee or representative fails to file a grievance within the time specified in any step in the grievance procedure, the grievance shall be deemed withdrawn, with prejudice, and any further steps under the procedure shall be considered voluntarily waived. It is further agreed that no employee shall be intimidated, coerced, or restrained as a result of providing evidence in any such grievance procedure, or for initiating or pursuing any such grievance.

RULE 14 LAYOFF POLICY AND PROCEDURE

Section 14.1 Policy

Whenever in the judgment of the APCO, it becomes necessary, either in the interest of economy, or because the necessity for a position no longer exists, any position in the District may be abolished and employees may be laid off without disciplinary action being taken and without the right of appeal.

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Section 14.2 Notification

A two (2) week notice, and two (2) weeks of severance pay, shall be given to the affected employee before such a layoff is to take place.

Section 14.3 Order of Layoff

No regular employee shall be laid off before all non-regular employees in the same classification have been laid off. The order of layoff of regular employees within each affected classification shall be based upon District seniority (including time mandated by A.B. 2522); provided, however, that deviation from this procedure is permitted when it can be demonstrated that an employee possesses skill and ability necessary to the efficient operation of the District, which are not possessed by more senior employees. When employees have equal seniority ties shall be broken by a decision of the APCO.

If a regular employee scheduled for layoff has held regular status in a lower classification, or previously held regular status in another classification, and has greater District seniority than an incumbent in the lower classification, or previously held regular status in another classification, a reduction in classification (bumping) shall be approved; provided the employee possesses the minimum qualifications for the job. The displaced employee shall be considered as laid off for the same reason as the displacing employee, and shall be eligible to bump to a position in a classification in which that employee has prior regular status.

Employees who bump to a lower classification shall be placed at the lesser of their current salary or the maximum of the salary range for the lower classification. No employee shall be placed above the maximum of the salary range for the new classification.

Section 14.4 Reemployment List

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon reemployment lists, in order of layoff, for twelve months. New employees shall not be hired in a classification until all employees on the reemployment list in that same classification have been recalled. If not recalled within twelve (12) months, an employee shall be removed from the reemployment list and shall have no further rights hereunder.

RULE 15 REPORTS AND RECORD KEEPING

Section 15.1 Personnel Files

The Personnel Officer shall maintain a personnel record for each employee in the service of the District showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent by the Personnel Officer. Personnel records are confidential and access to personnel records shall be limited to the Personnel Officer and any authorized representatives.

Section 15.2 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate, or any other temporary or permanent change in status of employees shall be reported to the Personnel Officer in such manner as prescribed by the Personnel Officer.

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Section 15.3 Personnel Action Form

A personnel action form shall be completed for each employee hired by the District. The personnel action form shall include all employee information including benefit selection information. A copy of the personnel action form shall be included in the employee's personnel file. The APCO's signature shall be included on personnel action forms as a result of an appointment, promotion, demotion, transfer and termination.

Section 15.4 Time Cards

All District employees shall be required to daily complete (unless approved by their supervisor) their own time card recording all hours worked, recording the use of accrued leave such as vacation, sick leave, administrative leave, etc. Time cards shall be signed or approved by the employee's supervisor and forwarded to the payroll department no later than 4:00 p.m. on the Friday at the end of the pay period, unless otherwise notified.

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<u>2/24/20209/25/2017</u>

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The following page(s) contain the backup material for Agenda Item: <u>Ratify the Board Chair</u>'s appointment of members to serve on the <u>Budget Committee</u> and the <u>Personnel Committee</u> for calendar year 2020. <u>Presenter: Brad Poiriez, Executive Director, on behalf of the Governing Board Chair.</u>

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #7

DATE: February 24, 2020

RECOMMENDATION: Ratify the Board Chair's appointment of members to serve on the Budget Committee and the Personnel Committee for calendar year 2020.

SUMMARY: This item appoints committee members for the Budget Committee in preparation of the budget for FY 2020-21, and the Personnel Committee for personnel matters during the year including the performance evaluation of the Executive Director/APCO; and designates officers from the Governing Board as committee chairs.

BACKGROUND: The following Board members have agreed to serve on these committees:

Budget Committee

- 1. Carmen Hernandez, Board Vice Chair
- 2. Jim Cox
- 3. Keri Leon

Personnel Committee

- 1. Jeff Williams, Board Chair
- 2. Barbara Riordan
- 3. Robert Lovingood

REASON FOR RECOMMENDATION: The Governing Board Chair appoints members to serve on Board committees subject to ratification of the Governing Board.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form on or about February 10, 2020.

FINANCIAL DATA: Any costs that may be incurred during the scheduled meetings are included in the budgets for FY 20 and FY 21.

PRESENTER: Brad Poiriez, Executive Director, on behalf of the Governing Board Chair.

The following page(s) contain the backup material for Agenda Item: Receive and file the District Activity Report. Presenter: Brad Poiriez, Executive Director/APCO. Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #8

DATE: February 24, 2020

RECOMMENDATION: Receive and file the District Activity Report.

SUMMARY: This item presents a report of District activities for the period referenced.

BACKGROUND: The following reports reflect information regarding the District's activities in the following areas:

- Operations including permitting and compliance
- Grants including status of projects awarded
- Community Relations and Education including events where the District participates and is represented, and upcoming events.

Staff is available to answer questions as needed.

REASON FOR RECOMMENDATION: These reports are for information only.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about February 10, 2020.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Brad Poiriez, Executive Director/APCO.

Interoffice Memo

From: Alan De Salvio

Deputy Director - Operations
adesalvio@mdagmd.ca.gov

To: Brad Poiriez
Executive Director
bradp@mdagmd.ca.gov

Date: 2/10/2020

Subject: January 2020 Operations Activity Report

Permit Inspections Completed - 402 (96% in compliance) Notices to Comply (NTCs) Issued - 13

Notices to Comply (NTCs) Issued - 13 Notices of Violation (NoVs) Issued - 9 Outstanding NoVs – 45 (33 in settlement)

Delinquent Permit Follow-Ups - 7

Breakdowns - 2

Vapor Recovery Tests Witnessed - 3

Complaints - 9

Complaint Investigations - 9

Asbestos Notifications - 17

Asbestos Project Inspections - 1

Permit Applications Received - 35

Permit Changes Processed - 151

Title V Permit Actions In Progress – 12 (2 new, 7 renewal, 3 modifications)

Permits Issued - 278

Active Companies - 649

Active Facilities - 1245 (40 Title V Facilities)

Active Permits - 4216

Certificate of Occupancy/Building Permit Reviews - 51

Project Comment Letters - 8

Full SLAMS Air Monitoring Sites:

Barstow (full met, ¹ CO, NO_x, O₃, PM₁₀)

Hesperia (full met, O₃, PM₁₀)

Lucerne Valley (partial met,² PM₁₀)

Phelan (full met, O₃)

Trona (full met, H2S, NOx, O3, SO2, PM10)

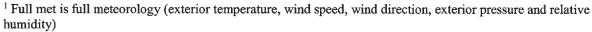
Victorville (full met, CO, NO_x, O₃, SO₂, PM₁₀, PM_{2.5})

Community Sensors:

One TAPI T640 PM_{2.5} and O₃ portable unit (a second unit in progress)

36 PurpleAir particulate public cloud sensors (Apple Valley (3), Baker (2), Barstow, Blythe (2), Earp, Fort Irwin, Helendale, Hesperia, Joshua Tree, Lucerne Valley (2), Morongo Valley (2), Needles (2), Newberry Springs (2), Nipton, Oak Hills/Hesperia (2), Parker Dam, Phelan (2), Pinon Hills, Trona,

Twentynine Palms (2), Victorville (2), Wrightwood, Yermo, Yucca Valley)



² Partial met is full meteorology without relative humidity



From: Jorge Camacho

Grants Specialist 760.245.1661, ext. 2020 Fax 760.245.2699 jcamacho@mdaqmd.ca.gov

To: Brad Poiriez bradp@mdaqmd.ca.gov

Date: 2/24/2020 Subject: February Grant

Report



Interoffice Memo

Funding Source			
Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program)			
Project Name	<u>Gra</u>	nt Award	Status
Searles Valley Minerals Crane #1	\$	97,218.92	Pending
Searles Valley Minerals Crane #2		73,119.00	Pending
Total Carl Moyer Grant Awards	\$	170,337.92	

Funding Source AB 134/617-Community Action Program			
Project Name	<u>G</u> 1	ant Award	Status
AVUSD Electric Bus Infrastructure	\$	30,738.97	Pending
AVUSD Electric Bus Project		318,113.54	Pending
LVUSD Electric Bus Project		297,024.91	Pending
Northwest Pipe Company		522,057.92	Pending
AESD Electric Bus Project		800,000.00	Pending
Total AB 134/617 Grant Awards	\$	1,967,935.34	

Funding Source AB 2766			
Project Name	<u>Gr</u>	ant Award	Status
AVUSD Electric Bus Project	\$	107,468.96	Pending
City of Hesperia (street light synchronization)		484,482.00	Pending
Lawn and Garden Equipment		100,000.00	Ongoing/Yearly
Morongo Basin Transit		40,000.00	Ongoing/Yearly
Needles Area Transit		15,000.00	Ongoing/Yearly
Palo Verde Transit		20,000.00	Ongoing/Yearly
San Bernardino County		75,000.00	Ongoing/Yearly
Victor Valley Transit Authority		250,000.00	Ongoing/Yearly
Voluntary Accelerated Vehicle Retirement Program		100,000.00	Ongoing/Yearly

<u>Funding Source</u>						
Electric	Vehicle	Charging	Stations			

Project NameGrant AwardStatusTown of Yucca Valley\$ 5,944.00Pending

Funding Source

FARMER (Funding Agricultural Replacement Measures for Emission Reductions)

Project Name Grant Award Status

Pending Year 2 Funding

Total FARMER Grant Awards \$ -

Completed Project(s) All Funding Sources

<u>Project Name</u>	Gra	ant Award	<u>Status</u>
City of Barstow-Skip Loader	\$	20,832.00	Completed
DeConinck Farms-Windrower		121,205.00	Completed
Hinkley Dairy-Tractor		42,950.32	Completed
Mitsubishi Cement CorpTrackmobile		323,712.00	Completed
Nish Noroian Farms Tractor 1		131,114.00	Completed
Nish Noroian Farms Tractor 2		232,634.00	Completed
Seiler Equipment Project 1-Tractor		111,797.00	Completed
Valley Wide Construction-Crane		121,638.00	Completed
Shawn Barker Construction-Loader		219,630.00	Completed
Hinkley Dairy-Generator		55,792.00	Completed
Seiler Equipment Project 2-Tractor		49,736.00	Completed
Chairel Farms Project 8-Tractor		229,970.54	Completed
Barnes and Berger Project 13-Tractor		80,561.60	Completed
Barnes and Berger Project 14-Tractor		73,440.00	Completed
Chairel Farms Project 4-Tractor		37,817.00	Completed
Chairel Farms Project 5-Tractor		37,817.00	Completed
Chairel Farms Project 6-Tractor		37,817.00	Completed
Chairel Farms Project 12-Tractor		130,608.00	Completed
Chairel Farms Project 1-Tractor		37,817.00	Completed
Chairel Farms Project 2-Tractor		37,817.00	Completed
Chairel Farms Project 3 Tractor		24,902.72	Completed
CalPortland		339,948.80	Completed
Com AV-Tug		249,735.00	Completed
Com AV-Tug		249,735.00	Completed
Mojave Northern/CEMEX		1,000,000.00	Completed
Barnes and Berger Project 1-Tractor		63,283.65	Completed
Barnes and Berger Project 2-Tractor		63,319.07	Completed

Barnes and Berger Project 3-Tractor	63,319.07	Completed
Barnes and Berger Project 8-Tractor	63,283.65	Completed
Barnes and Berger Project 9-Tractor	63,283.65	Completed
Barnes and Berger Project 11-Tractor	63,319.07	Completed
Barnes and Berger Project 12-Tractor	63,319.07	Completed
Barnes and Berger Project 15-Tractor	63,319.07	Completed
Chairel Farms Project 7-Tractor	119,200.00	Completed
Chairel Farms Project 9-Tractor	134,000.00	Completed
Van Dyke Farms Tractor	300,019.20	Completed
Nish Noroian Farms Tractor #3	76,974.00	Completed
CalPortland Drill	175,000.00	Completed
LVUSD Electric Bus Infrastructure	9,085.11	Completed
Victor Valley Transit Authority-Transit Amenities	243,550.00	Completed
DeConinck Farms Project 2-Tractor	95,520.00	Completed
DeConinck Farms Project 3-Tractor	101,400.00	Completed
Total Grant Awards	\$ 5,760,221.59	_

Activities In Motion/Completed

Lawn and Garden Yearlong Exchange Program-In Motion

Gasoline powered mowers, trimmers and blowers are a major contributor to air pollution in our region. In an effort to provide emission reductions and encourage the market acceptance of zero-emission technology the MDAQMD implemented an Electric Lawn and Garden Equipment Exchange Event for residents. At these events residents were able to trade-in their gas-powered lawn mower, trimmer or blower for an all-electric replacement. In the past few years the events have proven successful in reducing emissions and they have become popular with residents. As we continue our goal of reducing emissions and maintaining a healthful environment the MDAQMD through a partnership with STIHL Company will pilot a yearlong exchange program in place of a one-day event. The yearlong exchange program will offer residents within the MDAQMD boundaries the opportunity to exchange on-demand their gas-powered lawn and garden equipment for all-electric zero emission lawn and garden equipment during the year at the following locations:

- 1. Mountain Hardware-Wrightwood, CA
- 2. Hesperia Outdoor Power Equipment-Hesperia, CA
- 3. Lucerne Valley Hardware-Lucerne Valley, CA
- 4. Builders Supply-Yucca Valley, CA
- 5. Inland Builder's Supply-Blythe, CA
- 6. Mills Hardware-Phelan, CA
- 7. Apple Valley Lawnmower-Apple Valley, CA

The proposed yearlong pilot will be funded using the \$100,000 that is allocated yearly to the Lawn & Garden Equipment Exchange Program (LGEP) as part of the Mobile Source Emission Reduction Program (MSERP) Work Plan. Initially, the Yearlong Exchange Program was set to start in January 2020; however, due to some delays in the agreements and scopes of work the yearlong exchange start will be pushed back to April 2020.

Commercial Lawn and Garden Replacement Program-In Motion

Staff is working on developing a Commercial Lawn and Garden Replacement Program with local entities. One of the goals of the program is to reduce emissions in communities with high burdens of cumulative pollutant exposure. The Commercial Lawn and Garden Replacement Program main objective is to provide funding to local entities to partially/fully convert their gas-powered grounds maintenance equipment with low-noise zero-emission battery-electric equipment.

Currently, the District is working with the Barstow Unified School District to test zero-emission battery-electric grounds maintenance equipment with the possibility of adopting it in their fleet.

Moyer Grant Cycle-In Motion

The District is now accepting applications for the 2020 Carl Moyer Program. Interested parties are invited to submit applications for consideration.

Traditionally, the District accepted grant applications on a yearlong rolling basis until funds were exhausted. In order to create a more streamline approach the District will be moving to a cyclic grant application period beginning in 2020. The District will only accept project applications during the first quarter of the year (January 1, 2020 to March 31, 2020) and rank all projects by cost-effectiveness until all funding has been assigned. Project(s) that receive funding will be listed as primary and unfunded projects will be listed as back-up. If projects on the primary list fall off (grantee changed their minds etc.) then those funds will be reassigned to a project on the back-up list. At the end of the year staff will evaluated the new process and provide a report on its effectiveness.

Electric Vehicle Charging Stations

As part of the MSERP work plan the District allocates \$40,000 a year in grant funding for the installation of electric vehicle charging station(s). The Electric Vehicle Charging Stations Program is an incentive-based program to encourage local entities within the MDAQMD to install electric vehicle charging stations to offer public options for electric vehicle charging. This program will reimburse District approved projects up to 80 percent of the total costs of infrastructure, charging equipment and installation where the maximum funding amount is determined by meeting general criteria.

As of current, the Town of Yucca Valley submitted an application to install two (2) level II charging stations at 57271 29 Palms Highway, Yucca Valley, CA 92284. Upon review the District has awarded the Town a tentative grant amount of \$5,944.00.

Glossary of Terms and Definitions

AB 134/617

The AB 134/617 grant was developed by the California Air Resource Board (CARB) and CARB is providing Greenhouse Gas Reduction Funds through the Carl Moyer Program to support early actions that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill 617 of July 26, 2017.

AB 2766

Authorized the District to impose a \$4 motor vehicle registration fee to provide funds to meet the new responsibilities mandated under the California Clean Air Act. The District approximately allocates \$600,000 for eligible projects on a yearly basis.

Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program)

The Carl Moyer Program was created by CARB and its goal is to reduce emissions by providing grants for the incremental cost of cleaner heavy-duty vehicles and equipment such as on-road, off-road, marine,

locomotive stationary agricultural pump, forklift, and airport ground support engines. The District historically receives approximately \$600,000 for eligible projects on a yearly basis.

Completed

Projects that have been paid/reimbursed.

On-Going Yearly

Funds are encumbered on a yearly and ongoing basis.

Pending

Grantee is under a contractual agreement with the District.

Work in Progress

Application is currently being reviewed by the Grants Section.

Mojave Desert Air Quality Management District

Brad Poiriez, Executive Director 14306 Park Avenue, Victorville, CA 92392-2310 760.245.1661 • Fax 760.245.2699 www.MDAQMD.ca.gov • @MDAQMD

February Activity Report Communications



Our Desert Air

The Communications Section's new public outreach website www.OurDesertAir.com rolled out to the media and public with a press release, published story on HighDesertDaily.com and social media posts. The new site is meant to focus solely on what interests the general public regarding air quality, what we do, and what they can do to help maintain healthful air quality. The site features a blog, the District's social media feeds, a short video, biographical information on the District and more is planned.

Social Media

Between January and February, the district's Facebook page saw a 73 percent increase in page views; 25 percent increase in page previews; 432 percent increase in people reached; 662 percent increase in post engagement; and a 34,100 percent increase in video views.

CDAWG 2020

Communications staff continues planning in earnest for the 2020 California Desert Air Working Group Conference. The event is scheduled at Pala Casino Spa and Resort in Pala, north of San Diego, on Oct. 21 and 22. Keynote speakers have been confirmed, arrangements for a preconference tour are in the early planning stages and Save the Date postcards are scheduled for mailing in the coming weeks. Registration is open and can be accessed at mdaqmd.ca.gov/CDAWG.

Community Presence

Representatives from the District's Communications Section represented the agency at several community meetings and events throughout February including: Victorville State of the City; State of the County Address; CSUSB College of Natural Sciences reception; Phelan Chamber of Commerce, Hesperia Chamber of Commerce; Tri-Chamber joint reception (Yucca Valley; Joshua Tree; Twentynine Palms); Joint Chamber Legislative Affairs Committee; various chamber committee meetings; Hosted a PR Coalition meeting gathering together several public information officers from local agencies; and much more.

Public Education

The Communications Section arranged for a member of the Air Monitoring section to participate in a career day for the Victor Elementary School District as well as met with operation to begin work on a public education campaign regarding voluntary curtailment of woodfire burning during potentially high PM events.

School Flag Program

The Communication Section confirmed that Melva Davis Academy of Excellence (part of Adelanto Elementary School District but located physically in Victorville) is participating daily in raising the Air Quality Flag in accordance with each day's AQ forecast. Staff continues to work with Academy for Academic Excellence in Apple Valley and administrators at Hesperia Unified School District to expand the program to additional campuses.

The following page(s) contain the backup material for Agenda Item: Receive and file the Financial Report for FY20, through the month of December 2019, which provides financial information and budget performance concerning the fiscal status of the District. Presenter: Jean Bracy, Deputy Director – Administration and Laquita Cole, Finance Manager.

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #9

DATE: February 24, 2020

RECOMMENDATION: Receive and file.

SUMMARY: Receive and file the Financial Report for **FY20**, through the month of **December 2019**, which provides financial information and budget performance concerning the fiscal status of the District.

BACKGROUND: The Financial Report provides financial information and budget performance concerning the fiscal status of the District. The included reports reflect the business activities of the District for the period referenced *for all funds*. The target variance for December is 50% of Fiscal Year 2020.

The financial position for the District is sound and tracking well to the adopted budget. Several funding sources are received later in the fiscal year, including Program Revenue from AB2766 which will be received through July 2020.

Expenditures in the <u>General Fund</u> (not included in these reports) are under budget to date, and Personnel Expenses are slightly under budget. The Finance Reports are attached.

REASON FOR RECOMMENDATION: Receive and file.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director/APCO on or before February 10, 2020.

FINANCIAL DATA: No change in appropriation is required at this time.

PRESENTER: Jean Bracy, Deputy Director / Administration

Laquita Cole, Finance Manager

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #9

PAGE 2

FINANCIAL REPORTS

STATEMENT OF REVENUES & EXPENDITURES – This report describes the financial activities for each of the District's funds during the month(s) indicated.

STATEMENT OF ACTIVITY – This report reflects the revenues received and expenses made in <u>all funds</u> for the month(s) indicated and the year-to-date against the adopted budget for FY 20. The line items "Program" and "Program Costs" refer to the revenue and those payments made from the District's grant funds (including AB 2766 and Carl Moyer Fund).

Y-T-D Actual Column – The revenue and expenditures to date reflect the activity year to date for the General Fund *together with* the District's grant funds. When grant funds are expended they may be for amounts greater than what was received year to date because grants are often paid from the funds accumulated over a period of time. The Excess Revenue/Over Expenditures may reflect expenditures for the period exceeding the revenue for the period, creating a negative result that may imply expenses exceeding approved budget for the fiscal year.

CHECK REGISTERS – These reports list payments made for goods and services and fund transfers for District accounts.

Page: 1

Mojave Desert AQMD Balance Sheet - Governmental Funds As of December 31, 2019

Financial Report					
·	<u>General</u> Fund	<u>Mobile</u> Emissions	<u>Carl</u> Moyer	<u>Fiduciary</u> Fund	Total
Assets	<u>r unu</u>	<u> Elilloolollo</u>	<u>moyor</u>	<u>r unu</u>	<u> 10001</u>
Current Assets					
Cash	3,815,639.54	2,293,311.45	635,184.86	1,819,675.81	8,563,811.66
Cash Held For Other Fund	(97,535.70)	(59,999.69)	207,619.86	(50,084.47)	0.00
Receivables	574,445.83	0.00	0.00	0.00	574,445.83
Pre-Paids	73,220.32	0.00	0.00	0.00	73,220.32
Total Current Assets	4,365,769.99	2,233,311.76	842,804.72	1,769,591.34	9,211,477.81
Non-Current Assets					
Deferred Outflows	5,039,754.00	0.00	0.00	0.00	5,039,754.00
Total Assets	9,405,523.99	2,233,311.76	842,804.72	1,769,591.34	14,251,231.81
Liabilities and Net Position					
Current Liabilities					
Payables	73,019.99	0.00	76,974.00	0.00	149,993.99
Accruals	1,039,433.88	0.00	0.00	0.00	1,039,433.88
Due to Others	420.00	0.00	0.00	0.00	420.00
Payroll Taxes Liability	13,143.30	0.00	0.00	0.00	13,143.30
Retirement	607.67	0.00	0.00	0.00	607.67
Health	(31,101.17)	0.00	0.00	0.00	(31,101.17)
Other Payroll Deductions	1,391.44	0.00	0.00	0.00	1,391.44
Unearned Revenue	(5,051.80)	0.00	756,266.15	0.00	751,214.35
Total Current Liabilities	1,091,863.31	0.00	833,240.15	0.00	1,925,103.46
Net Pension Liability	10,094,423.00	0.00	0.00	0.00	10,094,423.00
Net OPEB Liability	979,577.00	0.00	0.00	0.00	979,577.00
Deferred Pension Inflows	1,665,554.00	0.00	0.00	0.00	1,665,554.00
Deferred OPEB Inflows	18,639.00	0.00	0.00	0.00	18,639.00
Total Current Liabilities	12,758,193.00	0.00	0.00	0.00	12,758,193.00
Restricted Fund Balance	279,610.35	2,529,424.95	9,564.57	677,506.13	3,496,106.00
Cash Reserves	766,000.00	0.00	0.00	0.00	766,000.00
Building Improvements	200,000.00	0.00	0.00	0.00	200,000.00
Litigation Reserves	300,000.00	0.00	0.00	0.00	300,000.00
Budget Stabilization	250,000.00	0.00	0.00	0.00	250,000.00
Retirement Reserves	0.00	0.00	0.00	1,000,000.00	1,000,000.00
Unassigned Fund Balance	3,185,738.86	0.00	0.00	0.00	3,185,738.86
Adjustments to Fund Balance - GASB 68	(6,466,848.00)	0.00	0.00	0.00	(6,466,848.00)
Adjustments to Fund Balance - GASB 75	(895,700.00)	0.00	0.00	0.00	(895,700.00)
Compensated Absences	(672,237.90)	0.00	0.00	0.00	(672,237.90)
Pre Paid	74,497.03	0.00	0.00	0.00	74,497.03
Change in Net Position	(1,465,592.66)	(296,113.19)	0.00	92,085.21	(1,669,620.64)
Total Liabilities & Net Position	9,405,523.99	2,233,311.76	842,804.72	1,769,591.34	14,251,231.81

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Mojave Desert AQMD
Statement of Revenues & Expenditures For the Period Ending December 31, 2019

Financial Report	<u>General</u> <u>Fund</u>	<u>Mobile</u> <u>Emissions</u> <u>Program</u>	<u>Carl</u> <u>Moyer</u> Program	<u>Fiduciary</u> <u>Fund</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
Revenues					
Antelope Valley Air Quality Mngmnt Contract	128,711.96	0.00	0.00	0.00	128,711.96
Other Contracts	0.00	0.00	0.00	0.00	0.00
Application and Permit Fees	256,594.97	0.00	0.00	0.00	256,594.97
AB 2766 and Other Program Revenues	82,815.70	55,210.47	70,145.82	0.00	208,171.99
Fines	8,041.43	0.00	0.00	0.00	8,041.43
Investment Earnings	46.96	0.00	6,828.18	31,957.24	38,832.38
Federal and State	0.00	0.00	0.00	0.00	0.00
Other Revenue	1,431.82	0.00	0.00	0.00	1,431.82
Total Revenues	477,642.84	55,210.47	76,974.00	31,957.24	641,784.55
<u>Expenditures</u>					
Salaries and Benefits	681,125.42	0.00	0.00	0.00	681,125.42
Services and Supplies	293,464.98	97,794.00	76,974.00	1,335.63	469,568.61
Contributions to Other Participants	0.00	0.00	0.00	0.00	0.00
Capital Outlay Improvements and Equipment	28,125.00	0.00	0.00	0.00	28,125.00
Total Expenditures	1,002,715.40	97,794.00	76,974.00	1,335.63	1,178,819.03
Excess Revenue Over (Under) Expenditures	(525,072.56)	(42,583.53)	0.00	30,621.61	(537,034.48)

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Mojave Desert AQMD Statement of Activity - All Funds

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For the Period Ending December 31, 2019

Financial Report

	M-T-D Actual	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	% Budget to Actual
Revenues				
Revenue - Permitting	257,800.82	2,364,579.74	4,743,000.00	49.85
Revenue - Programs	208,171.99	2,017,987.12	3,038,492.00	66.41
Revenue - Application Fees	7,512.12	99,850.39	121,000.00	82.52
Revenue - State	0.00	0.00	417,427.00	0.00
Revenue - Federal	0.00	12,450.00	148,900.00	8.36
Fines & Penalties	8,041.43	60,173.68	188,500.00	31.92
Interest Earned	38,832.38	167,783.00	172,562.00	97.23
Revenue - Contracts & Unidentified	130,143.78	782,180.68	1,538,000.00	50.86
Permit Cancellations	(8,717.97)	(55,240.20)	0.00	0.00
Total Revenues	641,784.55	5,449,764.41	10,367,881.00	52.56
Expenditures				
Office Expenses	4,279.92	134,023.85	256,225.00	52.31
Communications	1,810.90	38,705.66	87,300.00	44.34
Vehicles	4,635.33	37,580.37	65,650.00	57.24
Program Costs	425,842.11	3,164,910.54	1,862,354.00	169.94
Travel	1,361.96	59,109.02	105,150.00	56.21
Professional Services	8,202.13	42,510.36	132,100.00	32.18
Depreciation	0.00	369.66	650.00	56.87
Maintenance & Repairs	5,373.63	35,900.55	79,100.00	45.39
Non-Depreciable Inventory	16,452.95	40,184.61	37,950.00	105.89
Dues & Subscriptions	1,418.84	27,489.76	50,550.00	54.38
Legal	1.37	14,819.96	46,500.00	31.87
Miscellaneous Expense	168.81	1,716.53	14,000.00	12.26
Suspense	20.66	(539.36)	0.00	0.00
Capital Expenditures	28,125.00	110,082.41	215,000.00	51.20
Total Expenditures	497,693.61	3,706,863.92	2,952,529.00	125.55
Salaries & Benefits				
Personnel Expenses	677,719.92	3,407,378.13	7,330,002.00	46.49
Total Salaries & Benefits	677,719.92	3,407,378.13	7,330,002.00	46.49
Excess Revenue Over (Under) Expenditures	(533,628.98)	(1,664,477.64)	85,350.00	(1,950.18)

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

Wells Fargo Operating

					<u>Account</u>
Check/Ref	<u>Date</u>	Name/Description	Check Amount	Deposit Amount	<u>Balance</u>
0000003	12/02/2019	Credit Card Transaction - Walmart	0.00	964.07	899,579.03
9994860	12/02/2019	Wage Works FSA Claim	0.85	0.00	899,578.18
0000003	12/03/2019	Credit Card Transactions - Level 3 Communications	0.00	1,292.04	900,870.22
EFT	12/04/2019	Pay period ending 11/22/2019	117,644.27	0.00	783,225.95
0000003	12/04/2019	Credit Card Transaction - Happy Sacks	0.00	1,401.98	784,627.93
PP25/19	12/04/2019	[10082] VOYA FINANCIAL (457)-PP25/19 - 457 Reduction	10,284.06	0.00	774,343.87
0000003	12/04/2019	Credit Card Transaction - Western Pump - MCLB	0.00	288.00	774,631.87
0000003	12/04/2019	Credit Card Transactions - Level 3 Communications	0.00	3,876.12	778,507.99
0008595	12/05/2019	[10007] AIR TECH SERVICES-Invoices 5064, 5139	4,778.05	0.00	773,729.94
0008596	12/05/2019	[14251] HECTOR ARREOLA-Wellness Program Reimnursement	240.00	0.00	773,489.94
0008597	12/05/2019	[10031] CDW - G-Purchase Board Laptops	11,618.44	0.00	761,871.50
0008598	12/05/2019	[10050] COMPUTERWORKS NFP SOLUTIONS-Remote Access Prem Plan	450.00	0.00	761,421.50
0008599	12/05/2019	[10067] ENTERPRISE RENT A CAR-TRAVEL MASTER - Registration	539.62	0.00	760,881.88
		CalPELRA Meeting			•
0008600	12/05/2019	[15028] FEDAK & BROWN LLP-Invoices 112719AV, 112719MD	3,376.00	0.00	757,505.88
0008601	12/05/2019	[10088] HI DESERT GARDENS INC-Landscaping	280.00	0.00	757,225.88
0008602	12/05/2019	[10263] IN SHAPE HEALTH CLUBS INC-Pay Period 25/2019 - GymDed	246.45	0.00	756,979.43
0008603	12/05/2019	[15003] LINCOLN FINANCIAL GROUP-Annual payment for life insurance policy	1,300.00	0.00	755,679.43
		for B.Poiriez	·		·
0008604	12/05/2019	[14240] JULIE MCKEEHAN-Tuition reimbursement for J. McKeehan - PSYU 578	2,323.03	0.00	753,356.40
0008605	12/05/2019	00445 NORTHWEST PIPE CO-AB134 Grant	138,300.97	0.00	615,055.43
0008606	12/05/2019	[10129] PRAXAIR DISTRIBUTION INC-Invoices 92789005, 93297888	2,511.20	0.00	612,544.23
0008607	12/05/2019	[10114] RAINBOW BUILDING MAINTENANCE-Custodial Services	2,346.00	0.00	610,198.23
0008608	12/05/2019	[10126] SBCERA-GASB 68 Actuarial ad Audit Charges for FY18	3,140.03	0.00	607,058.20
0008609	12/05/2019	[10126] SBCERA-GASB 68 2019 Acutuarial Service Fees	3,188.21	0.00	603,869.99
0008610	12/05/2019	[10126] SBCERA-Pay Period 25/2019 - SBCERADefer, SBCERAMatch,	83,514.72	0.00	520,355.27
		SBCERAPickUp, SurvivorInsBen, SurvivorInsDed, RetireCashBen	,		•
0008611	12/05/2019	[10213] SBPEA-Pay Period 25/2019 - GeneralUnitDues	645.47	0.00	519,709.80
0008612	12/05/2019	[15001] SBPIS-Pay Period 25/2019 - GeneralUnitMisc	5.00	0.00	519,704.80
0008613	12/05/2019	[14221] ROBYN SIMPSON-CalPELRA Meeting	232.00	0.00	519,472.80
0008614	12/05/2019	[10144] STANDARD INSURANCE-Invoices 111819, 2019-22, 2019-23	1,488.54	0.00	517,984.26
0008615	12/05/2019	[10150] THE COUNSELING TEAM-EAP Hours	450.00	0.00	517,534.26
0008616	12/05/2019	[10155] TOWN AND COUNTRY TIRE-Tires Ford Escape #1419236	488.58	0.00	517,045.68
0008617	12/05/2019	[10161] UNITED WAY DESERT COMMUNITIES-Pay Period 25/2019 -	38.00	0.00	517,007.68
		UnitedWay			•
0008618	12/05/2019	[14323] VSP-Invoices 2019-23, 2019-25, 807951696	823.98	0.00	516,183.70
EFT	12/05/2019	[10093] MET ONE INSTRUMENTS-Invoices 176486, 176918	348.71	0.00	516,183.70
EFT	12/05/2019	[10200] MOJAVE DESERT AQMD-Bank Transfer - Credit Card Transactions -	10,500.04	0.00	516,183.70
		November 2019	•		•
EFT	12/05/2019	[10200] MOJAVE DESERT AQMD-Pay Period 25/2019 - FSADed	580.30	0.00	516,183.70
0008619	12/05/2019	[10200] MOJAVE DESERT AQMD-Clean Air Fund Transfer FY 19	80,378.15	0.00	435,805.55
EFT	12/05/2019	[10173] VOYAGER FLEET SERVICE-Fuel Card Charges	3,172.07	0.00	435,805.55
PP25/19	12/05/2019	[10064] EMPLOYMENT DEVELOPMENT DEPARTMENT-PP25/19 - CA SWT	6,578.92	0.00	414,625.51
PP25/19	12/05/2019	[14296] INTERNAL REVENUE SERVICE-PP25/19 - FITW, FICA, Med	22,459.24	0.00	392,166.27
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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

Wells Fargo Operating

					
					<u>Account</u>
Check/Ref	<u>Date</u>	Name/Description	Check Amount	Deposit Amount	<u>Balance</u>
#8110	12/06/2019	[10071] BUSINESS CARD-#8110	1,938.30	0.00	390,227.97
#6251	12/06/2019	[10071] BUSINESS CARD-#6251	10.93	0.00	390,217.04
#6210	12/06/2019	[10071] BUSINESS CARD-#6210	1,741.71	0.00	388,475.33
#4837	12/06/2019	[10071] BUSINESS CARD-#4837	1,184.29	0.00	387,291.04
#4500	12/06/2019	[10071] BUSINESS CARD-#4500	5,720.17	0.00	381,570.87
#7908	12/06/2019	[10071] BUSINESS CARD-#7908	187.00	0.00	381,383.87
#7885	12/06/2019	[10071] BUSINESS CARD-#7885	1,405.96	0.00	379,977.91
#6685	12/06/2019	[10071] BUSINESS CARD-#6685	707.33	0.00	379,270.58
#3042	12/06/2019	[10071] BUSINESS CARD-#3042	807.82	0.00	378,462.76
2020015	12/06/2019	Op Fund Rep #15	0.00	515,542.53	894,005.29
0000003	12/09/2019	Credit Card Transaction - City of Hesperia	0.00	288.00	894,293.29
0008620	12/12/2019	[10057] ALLIED ADMIN-Invoices 120919, 2019-24, 2019-25	2,761.17	0.00	891,532.12
0008621	12/12/2019	[15208] LEONEL BENITEZ-Invoices 122, 123	3,700.00	0.00	887,832.12
EFT	12/12/2019	[10017] BEST BEST & KRIEGER LLP-Gen Counsel Legal Services	54.80	0.00	887,832.12
0008622	12/12/2019	[15054] JORGE CAMACHO-CAPCOA Grants Symposium	69.00	0.00	887,763.12
0000022	12/12/2013	San Diego	00.00	0.00	007,700.12
0008623	12/12/2019	[14261] CAMPBELL SCIENTIFIC-Data Logger for meteorological station for	1,150.85	0.00	886,612.27
0000020	12/12/2010	portable T-640 trailer - Addition funding from CAPCOA	1,100.00	0.00	000,012.27
0008624	12/12/2019	[15040] CINTAS-AED Lease	106.67	0.00	886,505.60
0008625	12/12/2019	[10079] HIGH DESERT LASER GRAPHICS-Restroom Signs	88.36	0.00	886,417.24
0008626	12/12/2019	[10087] KNIGHT GUARD ALARM-Qrtly Monitoring Jan 20 - Mar 20	240.00	0.00	886,177.24
0008627	12/12/2019	[14248] JASON MENTRY-Wellness Program Reimnursement	195.90	0.00	885,981.34
0008628	12/12/2019	[15042] CESAR NAVAS-Blythe inspections in Dec 2019	99.00	0.00	885,882.34
0008629	12/12/2019	[15232] ROEBBELEN INC-Invoices 2, 3	46.875.00	0.00	839.007.34
0008630	12/12/2019	[10137] SOUTHWEST GAS CORP-Gas Service	86.38	0.00	838,920.96
0008631	12/12/2019	[10150] THE COUNSELING TEAM-EAP Hours	300.00	0.00	838,620.96
0008632	12/12/2019	[10156] THE COOKSELING TEAM-EAR Hours	125.73	0.00	838,495.23
0000032	12/12/2019	Credit Card Transaction - Carc Coating - SBCo Fleet	0.00	1,967.91	840,408.34
2020016	12/12/2019				
	12/16/2019	Op Fund Rep #16 Credit Card Transaction - SCCC Group	0.00 0.00	55,852.86	896,261.20
0000003		Credit Card Transaction - SCCC Group Credit Card Transaction - Westside Mart		183.19	896,444.39
0000003	12/16/2019		0.00	1,000.00	897,444.39
0000003	12/16/2019	Credit Card Transaction - US Army	0.00	3,168.00	900,612.39
EFT	12/18/2019	Pay period ending 12/06/2019	142,825.55	0.00	757,786.84
0008633	12/19/2019	[10007] AIR TECH SERVICES-Service Call	136.25	0.00	757,650.59
0008634	12/19/2019	[10013] AT & T-Complaint Line	40.35	0.00	757,610.24
0008635	12/19/2019	[10021] CAL PUBLIC EMP RETIREMENT SYSTEM-Invoices 10000015898292,	41,830.87	0.00	715,779.37
	10/10/00/10	2019-24, 2019-25			
0008636	12/19/2019	[15040] CINTAS-AED Service	29.63	0.00	715,749.74
EFT	12/19/2019	[10065] ENTERPRISE FLEET MANAGEMENT-Vehicle Leases	2,348.17	0.00	715,749.74
0008637	12/19/2019	[15055] MARTIAL HAPROV-Invoices 3480, 3481	44.74	0.00	715,705.00
0008638	12/19/2019	[10263] IN SHAPE HEALTH CLUBS INC-Pay Period 26/2019 - GymDed	229.84	0.00	715,475.16
0008639	12/19/2019	[15287] LUCERNE VALLEY UNIFIED SCHOOL DISTRICT-AB134 Grant	9,085.11	0.00	706,390.05
0008640	12/19/2019	[14276] MESA LABORATORIES INC-Tetracal O-ring Kit	68.70	0.00	706,321.35
EFT	12/19/2019	[10200] MOJAVE DESERT AQMD-Pay Period 26/2019 - FSADed	697.26	0.00	706,321.35

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

Wells Fargo Operating

					Account
Check/Ref	<u>Date</u>	Name/Description	Check Amount	Deposit Amount	<u>Balance</u>
0008641	12/19/2019	[15200] NATIONAL BUSINESS FURNITURE-Conference room seating and	12,550.50	0.00	693,770.85
		Board Member chairs			
0008642	12/19/2019	[15023] OLIVIA NESSIM-Inspection at USMC 29 Palms	120.00	0.00	693,650.85
0008643	12/19/2019	[00445] NORTHWEST PIPE CO-AB134 Grant	45,000.00	0.00	648,650.85
0008644	12/19/2019	[10244] PAUL'S PRECISION MAINTENANCE-MOnthly Maintenance Contract	1,500.00	0.00	647,150.85
0008645	12/19/2019	[10126] SBCERA-Pay Period 26/2019 - SBCERADefer, SBCERAMatch,	106,647.56	0.00	540,503.29
		SBCERAPickUp, SurvivorInsBen, SurvivorInsDed, RetireCashBen			
0008646	12/19/2019	[10213] SBPEA-Pay Period 26/2019 - GeneralUnitDues	646.67	0.00	539,856.62
0008647	12/19/2019	[15001] SBPIS-Pay Period 26/2019 - GeneralUnitMisc	5.00	0.00	539,851.62
0008648	12/19/2019	[10136] SOUTHERN CALIF EDISON-Electric service	1,762.47	0.00	538,089.15
0008649	12/19/2019	[10145] STAPLES INC-Office Supplies	236.34	0.00	537,852.81
0008650	12/19/2019	[10148] STRATEGIC PARTNERS GROUP-Professional services for legistative	1,700.00	0.00	536,152.81
	1011010010	review			
0008651	12/19/2019	[10161] UNITED WAY DESERT COMMUNITIES-Pay Period 26/2019 - UnitedWay	38.00	0.00	536,114.81
0008652	12/19/2019	[10166] VERIZON BUSINESS-VOIP & Internet Service	1,251.36	0.00	534,863.45
PP26/19	12/19/2019	[10082] VOYA FINANCIAL (457)-PP26/19 - 457 Reduction	16,268.06	0.00	515,549.96
PP26/19	12/19/2019	[10064] EMPLOYMENT DEVELOPMENT DEPARTMENT-PP26/19 - CA SWT	11,410.87	0.00	504,139.09
PP26/19	12/19/2019	[14296] INTERNAL REVENUE SERVICE-PP26/19 - FITW, FICA Med	37,057.76	0.00	467,081.33
2020017	12/19/2019	Op Fund Rep #17	0.00	565,065.15	1,032,146.48
0000003	12/20/2019	Credit Card Transaction - Carc Coating	0.00	65.90	1,032,212.38
0000003	12/23/2019	Credit Card Transactions - Tonyan Coffee - Superior North	0.00	724.70	1,032,937.08
0000003	12/26/2019	Credit Card Transactions - Clancy Contracting	0.00	1,155.76	1,034,092.84
0000003	12/30/2019	Credit Card Transactions - NTC - Public Works - Nexon	0.00	887.73	1,034,980.57
		Total for Report:	1,017,358.33	1,153,723.94	

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Bank Register from 12/01/2019 to 12/31/2019

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General Fund MPA

						Account
Check/Ref	<u>Date</u>	Name/Description		Check Amount	Deposit Amount	<u>Balance</u>
20131050	12/03/2019	Daily deposit		0.00	10,660.93	3,190,191.60
20131051	12/03/2019	Daily Deposit		0.00	25,621.36	3,215,812.96
20131052	12/05/2019	Daily Deposit		0.00	5,526.77	3,221,339.73
2020015	12/06/2019	Op Fund Rep #15		515,542.53	0.00	2,705,797.20
0000003	12/09/2019	SBCO ACH - MDAQMD		0.00	580.30	2,706,377.50
0000003	12/09/2019	SBCo ACH - MDAQMD		0.00	10,500.04	2,716,877.54
20131053	12/10/2019	Daily Deposit		0.00	16,671.93	2,733,549.47
2020016	12/12/2019	Op Fund Rep #16		55,852.86	0.00	2,677,696.61
	12/16/2019	Transfer AB2766 - October 2019		55,210.47	0.00	2,622,486.14
20131054	12/17/2019	Daily Deposit		0.00	227,825.46	2,850,311.60
0000003	12/19/2019	Daily Deposit		0.00	3,229.04	2,853,540.64
2020017	12/19/2019	Op Fund Rep #17		565,065.15	0.00	2,288,475.49
0000003	12/20/2019	SBCo ACH - MDAQMD		0.00	697.26	2,289,172.75
			Total for Report:	1,191,671.01	301,313.09	

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

WF AB2766

Check/Ref	Date	Name/Description	Check Amount	Deposit Amount	Balance
0003060	12/05/2019	[10240] ENVIRONMENTAL ENGINEERING STUDIES-AB2766 Grant	3,319.00	0.00	2,335,894.98
0003061	12/12/2019	[01786] VICTOR VALLEY TRANSIT AUTHORITY-AB2766 Grant	97,794.00	0.00	2,238,100.98
	12/16/2019	Transfer AB2766 - October 2019	0.00	55,210.47	2,293,311.45
		Total for Re	port: 101,113.00	55,210.47	

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

WF Carl Moyer

						<u>Account</u>
Check/Ref	<u>Date</u>	Name/Description		Check Amount	Deposit Amount	Balance
0001013	12/05/2019	[02239] CALPORTLAND COMPANY-Moyer Grant		175,000.00	0.00	635,184.86
			Total for Report:	175,000.00	0.00	

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

Clean Air Fund

Check/Ref	<u>Date</u>	Name/Description		Check Amount	Deposit Amount	Account Balance
0000003	12/10/2019 12/31/2019	2019 Clean Air Fund Transfer Interest Earned		0.00 0.00	80,378.15 46.96	348,573.42 348,620.38
			Total for Report:	0.00	80,425.11	

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

PARS TRUST - OPEB

Check/Ref	<u>Date</u>	Name/Description		Check Amount	Deposit Amount	Account Balance
	12/31/2019	Service Charge		506.06	0.00	686,861.89
	12/31/2019	Interest Earned		0.00	13,526.77	700,388.66
			Total for Report:	506.06	13,526.77	

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Bank Register from 12/01/2019 to 12/31/2019

Page: 1

PARS TRUST - PENSION

Check/Ref	<u>Date</u>	Name/Description		Check Amount	Deposit Amount	Account Balance
	12/31/2019	Service Charge		829.57	0.00	1,100,856.68
	12/31/2019	Interest Earned		0.00	18,430.47	1,119,287.15
			Total for Report:	829.57	18.430.47	

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Mojave Desert AQMD

Bank Register from 12/01/2019 to 12/31/2019

District Card - Assigned

					<u>Account</u>
Check/Ref	<u>Date</u>	Name/Description	Check Amount	Deposit Amount	Balance
0001030	12/15/2019	[10006] AIR & WASTE MANAGEMENT ASSOCIATION-AWMA Membership for Guy Smith	98.00	0.00	22,958.12
0001031	12/15/2019	[15073] APPLE VALLEY CHAMBER-Admittance for two to November Monthly membership meeting	42.00	0.00	22,916.12
0001032	12/15/2019	[15285] CAFE 247-Quarterly Lunch with Staff - after complaint investigation and NOV follow-up	23.68	0.00	22,892.44
0001033	12/15/2019	[15229] CANVA.COM-Doc Creation Subscription	12.95	0.00	22,879.49
0001034	12/15/2019	[15274] CHEVRON-CDAWG 2019 Fuel for Rental vehicle	50.18	0.00	22,829.31
0001035	12/15/2019	[14254] LAQUITA COLE-Fuel, Meals CALPELRA Workshop	54.51	0.00	22,774.80
0001036	12/15/2019	[15053] HESPERIA CHAMBER OF COMMERCE-Monthly Meeting Dues for 2	40.00	0.00	22,734.80
0001037	12/15/2019	[15064] HOME DEPOT-Invoices 110419, 3520, 3521	281.14	0.00	22,453.66
0001038	12/15/2019	[15327] HOTEL ABREGO-CalPELRA Meeting	639.87	0.00	21,813.79
0001039	12/15/2019	[10083] INSIDE CAL/EPA-Newsletter subscription 2020	715.00	0.00	21,098.79
0001040	12/15/2019	[15316] MAMA CARPINOS-Food for staff holiday gathering	431.00	0.00	20,667.79
0001041	12/15/2019	[15264] MARTIN CONTAINER INC-10' x 8'-6" Shelter (office) for Lucene Valley	715.00	0.00	19,952.79
		monitorting station. Replace existing 3' x 3' x 5' equipment enclosure.			,
0001042	12/15/2019	[15328] MESA SPECIALTY GASES-Calibration gases for TVA instrument foroil	419.33	0.00	19,533.46
0001043	12/15/2019	and gas testing [10093] MET ONE INSTRUMENTS-Invoices 3518, 3522	714.54	0.00	18.818.92
0001043	12/15/2019	[15318] PACIFIC AIR COMPRESORS-Filters for air monitoring instruments	99.50	0.00	18,719.42
0001044	12/15/2019	[15250] RED ROBIN-Quarterly Lunch with Staff - Daniel Concho	41.00	0.00	18,678.42
0001046	12/15/2019	[15281] RENAISSANCE PALM SPRING HOTEL-Invoices 110819, 888	35.60	0.00	18,642.82
0001047	12/15/2019	[15286] ROCKIN MONKEY-die-cut stickers of new logo for board laptops.	18.95	0.00	18,623.87
0001048	12/15/2019	[10120] ROTARY CLUB OF VICTORVILLE-Monthly Dues - Rotary Club Of Victorville.	137.00	0.00	18,486.87
0001049	12/15/2019	[15284] RUBIOS-Quarterly Lunch with Staff	30.88	0.00	18,455.99
0001050	12/15/2019	[10133] SKILLPATH-Invoices 3444, 3451	178.00	0.00	18,277.99
0001051	12/15/2019	[15057] SOUTHWEST AIRLINES-CAPCOA Monthly Board Meeting, February 2020.	553.96	0.00	17,724.03
0001052	12/15/2019	[15165] SURVEYMONKEY.COM-Marketing Email Subscription	37.00	0.00	17.687.03
0001053	12/15/2019	[10149] TELEDYNE ADVANCED POLLUTION INSTRUMENTATION-VDC Fan	252.14	0.00	17,434.89
		Assembly - replacement "5" units			,
0001054	12/15/2019	[15056] VICTOR VALLEY CHAMBER OF COMMERCE-Admittance for two to monthly VV chamber meeting	40.00	0.00	17,394.89
		Total for Report:	5,661.23	0.00	

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Bank Register from 12/01/2019 to 12/31/2019

Page: 1

District Card - 4500

Check/Ref	Date	Name/Description		Check Amount	Deposit Amount	<u>Account</u> Balance
0000075	12/06/2019	Dec 19		0.00	5,720.17	10,305.20
0000306	12/15/2019	[10033] CHARTER BUSINESS-Internet Service		1,736.64	0.00	8,568.56
0000307	12/15/2019	[15114] HOLIDAY INN-Invoices 857, 862		948.12	0.00	7,620.44
0000308	12/15/2019	[15255] SATELLITEPHONESTORE.COm-Sat Phone Service		43.41	0.00	7,577.03
0000309	12/15/2019	[10174] WEST GROUP-Invoices 0841216290, 841126106		2,992.00	0.00	4,585.03
		Tota	al for Report:	5,720.17	5,720.17	

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Bank Register from 12/01/2019 to 12/31/2019

Page: 1

District Card - 4837

Check/Ref	Data	Name/Description	Check Amount	Deposit Amount	<u>Account</u> Balance
	<u>Date</u>				
0000070	12/12/2019	Jan 19 - Dec 19 Payments	0.00	38,032.51	7,711.28
0000729	12/15/2019	[15210] 76 Gas Station-Fuel Rental Car	57.34	0.00	7,653.94
0000730	12/15/2019	[10046] CLARK PEST CONTROL-Pest Control Service Nov	50.00	0.00	7,603.94
0000731	12/15/2019	[15151] DELUXE-Check Stock AV/ MD	313.99	0.00	7,289.95
0000732	12/15/2019	[00638] FRONTIER COMMUNICATIONS-Dist phone service	721.95	0.00	6,568.00
0000733	12/15/2019	[00638] FRONTIER COMMUNICATIONS-Dist phone service	721.96	0.00	5,846.04
0000734	12/15/2019	[15090] HAMPTON INN & SUITES-Blythe, CA Trip:	139.06	0.00	5,706.98
		Post Inspection/Engine Destruction			
0000735	12/15/2019	[10055] HIGH DESERT MEDIA GROUP-Legal Notice - Notice of Public Hearing	371.13	0.00	5,335.85
		2017 Air Toxics "Hot Spots" Program Annual Report (R. Brasington). Publication			
		date December 1, 2019.			
0000736	12/15/2019	[15327] HOTEL ABREGO-Lodging - CalPELRA Meeting	639.87	0.00	4,695.98
0000737	12/15/2019	[15110] ONTARIO AIRPORT PARKING- CalPELRA Meeting - Hotel and Airport	90.95	0.00	4,605.03
		Parking (Mont Parking.com)			
0000738	12/15/2019	[10066] PRESS ENTERPRISE-Invoices 3214, 3289, 3294, 3436	1.144.80	0.00	3.460.23

Total for Report:

4,251.05

38,032.51

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Bank Register from 12/01/2019 to 12/31/2019

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|--|

					Account
Check/Ref	<u>Date</u>	Name/Description	Check Amount	Deposit Amount	<u>Balance</u>
0000086	12/15/2019	Feb 19 - Dec 19	0.00	48,939.55	6,616.55
0000531	12/15/2019	[15077] BLUE WATER RESORT-MWD Inspections, Parker Damn Inspections, and surrounding areas.	300.95	0.00	6,315.60
0000532	12/15/2019	[10052] COSTCO WHOLESALE MEMBERSHIP-Kitchen Supplies - 11/04/19	239.60	0.00	6,076.00
0000533	12/15/2019	[15329] FAIRFIELD INN & SUITES-29 PALMS stay - Audit 2019	120.66	0.00	5,955.34
0000534	12/15/2019	[00638] FRONTIER COMMUNICATIONS-Invoices 110519HAM, 120119, 120119PAM, 120319BAM	276.17	0.00	5,679.17
0000535	12/15/2019	[15066] HARBOR FREIGHT-Hand tools for 29 palms inspection/audit	27.18	0.00	5,651.99
0000536	12/15/2019	[10116] IRON MOUNTAIN-Doc Destruction Service	88.84	0.00	5,563.15
0000537	12/15/2019	[14275] IRON MOUNTAIN INC (DR SERV)-Doc Retention Service	402.22	0.00	5,160.93
0000538	12/15/2019	[15281] RENAISSANCE PALM SPRING HOTEL-Hotel Charge Lodging	10.29	0.00	5,150.64
0000539	12/15/2019	[15322] RITE-AID-CDAWG 2019 Technical Support and General Assistance. Batteries A/V Equipment	27.29	0.00	5,123.35
0000540	12/15/2019	[10138] SPARKLETTS-Water Delivery Service	55.96	0.00	5,067.39
0000541	12/15/2019	[15330] THERIBCO-29 PALMS stay - Audit 2019	34.70	0.00	5,032.69
0000542	12/15/2019	[10169] VERIZON WIRELESS SERVICES, LLC-Cell phone service	157.85	0.00	4,874.84
		Total for Report:	1,741.71	48,939.55	

The following page(s) contain the backup material for Agenda Item: Receive and file the Legislative Report for February 2020. Presenter: Brad Poiriez, Executive Director/APCO. Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #10

DATE: February 24, 2020

RECOMMENDATION: Receive and file.

SUMMARY: The Legislative Report for February 2020.

BACKGROUND: Legislative actions proposed at the federal and state level have the potential to impact the implementation of the District's mission as well as its regulatory operations. An important tool for the District is to monitor the flood of information and its status which allows for comment early in the process and preparation for any changes that may be required. The District contracts this service and receives periodic reports with summaries to help sort the pertinent legislative proposals.

Strategic Partners Group (SPG) is the consultant to the District providing this service to monitor certain legislative and regulatory activities at the state and local level. Staff will direct questions to SPG regarding any of the material presented or follow up on any matter of interest to the Governing Board. Following the table of proposed legislation are several Articles of Interest of relevant information.

REASON FOR RECOMMENDATION: This item is provided for information subject to direction of the Governing Board.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel, as to legal form and by Brad Poiriez, Executive Director, on or about February 6, 2020.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Brad Poiriez, Executive Director/APCO.



Government Affairs and Communication Consulting

FRANK T. SHEETS, III LAURIE HANSEN SHEETS

MEMORANDUM

DATE: February 5, 2020

TO: Brad Poiriez

FROM: Frank Sheets

Laurie Hansen

Below please find a preliminary list of bills we have identified that meet the search criteria we utilize to identify legislation of interest to the District. As we have mentioned previously, we typically use a list of key words to identify these bills. Again, we feel it important to share that list of topics to make sure we continue to track the correct issues. We would ask the District to review this list and if appropriate suggest additional subjects, or, again if appropriate, reduce some of the key words.

air quality CEQA mining toxics water quality carl moyer air pollution

air resources board climate change greenhouse gas

public utilities commission

Mojave Desert Air Quality Management District California Environmental protection agency

Environmental protection agency

carbon sequestration

pollution control equipment

renewable energy governing board

ab-32 cement coal natural gas

carbon credits

co2e

prevention of significant deterioration

nsd

GHG tailoring rule

monitoring pm 2.5 mercury sulfur

sulfur dioxide sulfur oxides nitrous oxides

ozone chromium

hexavalent chromium

metals

nation ambient air quality standards

criteria pollutants alternative fuels

mact

maximum achievable control technology

nsps

new source performance standards

atcm

refuse derived fuels engineered fuels new source review sludge derived fuel The bill tracking report provided below contains 18 bills. We noted above that the list is preliminary. We say that for two reasons. First, the legislature had until January 31 to act on bills from the last session, two-year bills, so much of their time was focused on this task. And secondly, the legislature has until February 21 to introduce new bills. As such, we anticipate the list will expand significantly as we approach the February deadline.

Of the bills we have provided, there are a few we would like to bring to your attention.

- AB 1002 is a two-year bill proposing to ensure alternative fuels potentially be included in generating credits under the Low-Carbon fuel standard regulations.
- AB 1567, also a two-year bill, deals with a proposed Scoping Plan primarily dealing with Organic waste, but mentions "climate change" and "air quality mandates". As such, the bill may have District implications.
- Last year Assembly Member Bonta had a bill that did not pass that included references to a "Green New Deal". This year he has introduced AB 1893 calling for the formation of the California Green New Deal Council. The members of the council, as prescribed in the bill, would be appointed by the Governor. The bill details numerous objectives to be addressed by the State while the role of the new "Council" would be to report on the State's progress in achieving those objectives. We recommend readers review the bill to achieve a better understanding of its intent. It is quite far reaching.
- AB 1848 by Assembly Member Lackey proposes to take \$4 billion from the California High-Speed bond moneys to be used for Southern California Metrolink commuter rail system improvements.
- AB 1922 calls for the inclusion of "causes and effects of climate change" in public school curriculum.
- AB 1941 proposes to include all hydroelectric and nuclear power be included in the California Renewables Portfolio Standard program.
- AB 2011 deals specifically with San Bernardino County and completion of the Metro Gold Line light rail project.
- AB 2028 deals with public meetings by State Agencies and notification requirements and should be of interest to the District.
- ACR 143 proposes to cease references to "Climate Change" and begin using the term "Climate Crisis".
- SB 45 is a two-year bill proposing a new water bond measure.
- SB 802 would provide permit exclusions for back-up generators during de-energization events and should be reviewed by the District.

Again, we have only provided 18 bills in our February report, but we anticipate a significant increase in this number in our next report.

Should there be questions or comments, please feel free to contact us.

Wednesday, February 05, 2020

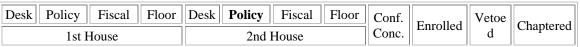
AB 1002

(Quirk-Silva D) California Global Warming Solutions Act of 2006: Low-Carbon Fuel Standard regulations:

Greenhouse Gas Reduction Fund.

Current Analysis: 05/21/2019 Assembly Floor Analysis (text 3/21/2019)

Introduced: 2/21/2019 Last Amend: 1/27/2020 Location: 5/30/2019-S. RLS.



Summary: Would require the State Air Resources Board to ensure alternative fuels are treated equally with regard to the requirements for generating credits under the Low-Carbon Fuel Standard regulations. The bill would, commencing January 1, 2021, require the Legislative Analyst's Office to also annually prepare an analysis of moneys allocated from the Greenhouse Gas Reduction Fund, as specified.

History:

2019

Feb. 21 Read first time. To print.

Feb. 22 From printer. May be heard in committee March 24.

Mar. 21 Referred to Com. on P.E. & R. From committee chair, with author's amendments: Amend, and re-refer to Com.

on P.E. & R. Read second time and amended.

Mar. 25 Re-referred to Com. on P.E. & R.

Apr. 24 From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (April 24). Re-referred to Com. on APPR.

May. 1 In committee: Set, first hearing. Referred to APPR. suspense file.

May. 16 From committee: Do pass. (Ayes 14. Noes 0.) (May 16).

May. 20 Read second time. Ordered to third reading.

May. 29 Read third time. Passed. Ordered to the Senate. (Ayes 68. Noes 0. Page 2082.)

May. 30 In Senate. Read first time. To Com. on RLS. for assignment.

Jun. 19 Referred to Com. on RLS.

Jul. 9 From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on RLS.

2020

Jan. 27 From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on RLS.

AB 1071

(<u>Limón</u> D) Climate change: agriculture: Agricultural Climate Adaptation Tools Program: grants.

Current Analysis: 01/24/2020 Assembly Floor Analysis (text 1/6/2020)

Introduced: 2/21/2019 Last Amend: 1/6/2020 Location: 1/28/2020-S. RLS.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf.	Enrolled	Vetoe	Chantarad
1st House	2nd House	Conc.	Linonea	d	Chaptereu

Summary: Would require the Strategic Growth Council to provide guidance in the development of, and to coordinate the activities of member agencies of the council for, a grant program, known as the Agricultural Climate Adaptation Tools Program, as specified, to provide funding for activities that include development of specified planning tools for adapting to climate change and developing resiliency strategies in the agricultural sector, using the best available science, as specified. The bill would require the Department of Food and Agriculture to administer the program for the disbursement of grants. The bill would require the council to conduct specified pilot projects in the central valley, central coast, and desert regions of the state, and hold trainings for technical assistance providers on how to use the specified planning tools with an emphasis on meeting the needs of small and moderately scaled farmers and ranchers, socially disadvantaged farmers and ranchers, and female farmers and ranchers.

History:

2019

Feb. 21 Read first time. To print.

Feb. 22 From printer. May be heard in committee March 24.

Mar. 7 Referred to Com. on PUB. S.

Apr. 2 In committee: Set, first hearing. Hearing canceled at the request of author.

Apr. 12 From committee chair, with author's amendments; Amend, and re-refer to Com. on PUB. S. Read second time.

and amended.

Apr. 22 Re-referred to Com. on PUB. S.

2020

Jan. 6 From committee chair, with author's amendments: Amend, and re-refer to Com. on PUB. S. Read second time and amended. Re-referred to Com. on PUB. S. Re-referred to Com. on RLS. pursuant to Assembly Rule 96. From committee: Be re-referred to Com. on NAT. RES. Re-referred. (Ayes 12. Noes 0.) (January 6). Re-referred to Com. on NAT. RES.

Jan. 14 From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (January 13). Re-referred to Com. on APPR.

Jan. 23 In committee: Set, first hearing. Referred to APPR. suspense file. Coauthors revised. From committee: Do pass. (Ayes 18. Noes 0.) (January 23). Read second time. Ordered to third reading.

Jan. 27 Read third time. Passed. Ordered to the Senate. (Ayes 78. Noes 0.)

Jan. 28 In Senate. Read first time. To Com. on RLS. for assignment.

AB 1567 (Aguiar-Curry D) Organic waste: scoping plan.

Current Analysis: 01/24/2020 Assembly Floor Analysis (text 1/15/2020)

Introduced: 2/22/2019 Last Amend: 1/15/2020 Location: 1/28/2020-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
	1st I	House			2nd	House		Conc.	Linonea	d	Chaptered

Summary: Would, on or before December 31, 2021, require the Strategic Growth Council, in consultation with stakeholders and relevant permitting agencies, to prepare and submit to the Legislature a report that provides a scoping plan for the state to meet its organic waste, climate change, and air quality mandates, goals, and targets and would require the scoping plan to include, among other things, recommendations on policy and funding support for the beneficial reuse of organic waste.

History:

2019

Feb. 22 Introduced. To print.

Feb. 23 From printer. May be heard in committee March 25.

Feb. 25 Read first time.

2020

Jan. 6 Referred to Com. on NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.

Jan. 7 Re-referred to Com. on NAT. RES.

Jan. 14 From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (January 13).

Jan. 15 Read second time and amended.

Jan. 16 Re-referred to Com. on APPR.

Jan. 23 In committee: Set, first hearing. Referred to APPR. suspense file. From committee: Do pass. (Ayes 18. Noes 0.) (January 23). Read second time. Ordered to third reading.

Jan. 27 Read third time. Passed. Ordered to the Senate. (Ayes 78. Noes 0.)

Jan. 28 In Senate. Read first time. To Com. on RLS. for assignment.

AB 1839 (Bonta D) Climate change: California Green New Deal.

Introduced: 1/6/2020

Location: 1/6/2020-A. PRINT

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled	Vetoe Chaptered
1st House	2nd House	Conc.	d

Summary: Current law establishes various environmental and economic policies. This bill would create the California Green New Deal Council with a specified membership appointed by the Governor. The bill would require the California Green New Deal Council to submit a specified report to the Legislature no later than January 1, 2022. The bill also would make various findings and declarations.

History:

2020

Jan. 6 Read first time. To print.

Jan. 7 From printer. May be heard in committee February 6.

Introduced: 1/6/2020

Location: 1/17/2020-A. TRANS.

Desk Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
1st House				2nd	House		Conc.	Linonea	d	Chaptered

Summary: The California High-Speed Rail Act creates the High-Speed Rail Authority to develop and implement a high-speed rail system in the state. The Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, approved by the voters as Proposition 1A at the November 4, 2008, general election, provides for the issuance of \$9,000,000,000 in general obligation bonds for high-speed rail purposes and \$950,000,000 for other related rail purposes. This bill would appropriate \$4,000,000,000 of those bond revenues to the Southern California Regional Rail Authority to fund improvements to the Metrolink commuter rail system.

History: 2020

Jan. 6 Read first time. To print.

Jan. 7 From printer. May be heard in committee February 6.

Jan. 17 Referred to Com. on TRANS.

AB 1920 (Boerner Horvath D) Climate change: California Climate Adaptation Center and Regional Support Network.

Introduced: 1/13/2020

Location: 1/13/2020-A. PRINT

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled Vetoe Chaptere	d
1st House	2nd House	Conc. Enfonce d Chaptere	u

Summary: Would declare the intent of the Legislature to enact subsequent legislation that would establish the California Climate Adaptation Center and Regional Support Network to provide technical support and information to local governments on adapting to climate change impacts, including, but not limited to, sea level rise.

History: 2020

Jan. 13 Read first time. To print.

Jan. 14 From printer. May be heard in committee February 13.

AB 1922 (Rivas, Luz D) Pupil instruction: science requirements: climate change.

Introduced: 1/13/2020 **Location:** 1/23/2020-A. ED.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf.	Enrolled	Vetoe	Chaptered
1st House	2nd House	Conc.	Enrolled	d	Chaptered

Summary: Current law requires the adopted course of study for grades 1 to 6, inclusive, and the adopted course of study for grades 7 to 12, inclusive, to include certain areas of study, including, among others, English, mathematics, social sciences, science, and visual and performing arts, as specified. This bill, with respect to both of the above-referenced adopted courses of study, would require the science area of study to include an emphasis on the causes and effects of climate change. The bill would require that appropriate coursework including this material be offered to pupils as soon as possible, commencing no later than the 2021–22 school year.

History: 2020

Jan. 13 Read first time. To print.

Jan. 14 From printer. May be heard in committee February 13.

Jan. 23 Referred to Com. on ED.

AB 1941 (Gallagher R) California Renewables Portfolio Standard: hydroelectric and nuclear generation and suspension.

Introduced: 1/16/2020

Location: 1/30/2020-A. U. & E.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled	Vetoe Chaptered
1st House	2nd House	Conc.	d

Summary: Would revise the definition of an eligible renewable energy resource for the purposes of the California Renewables Portfolio Standard Program to include all hydroelectric generating facilities in operation as of January 1, 2021, and nuclear electric generating facilities and would make conforming changes.

History:

2020

Jan. 16 Read first time. To print.

Jan. 17 From printer. May be heard in committee February 16.

Jan. 30 Referred to Coms. on U. & E. and NAT. RES.

AB 1942 (Gallagher R) Forestry and fire protection: reduction of emissions of greenhouse gases.

Introduced: 1/16/2020

Location: 1/30/2020-A. NAT. RES.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf.	Enrolled	Vetoe	Chantered
1st House	2nd House	Conc.	Enrolled	d	Chaptered

Summary: Would appropriate \$330,000,000 for the 2020–21 fiscal year from the Greenhouse Gas Reduction Fund, as specified, to the department for specified healthy forest and fire prevention programs and projects that improve forest health and reduce greenhouse gas emissions caused by uncontrolled wildfires, with not less than \$10,000,000 for the California Conservation Corps' fire prevention projects and activities in, or adjacent to, the state responsibility areas.

History: 2020

Jan. 16 Read first time. To print.

Jan. 17 From printer. May be heard in committee February 16.

Jan. 30 Referred to Com. on NAT. RES.

AB 1972 (Voepel R) Vehicular air pollution.

Introduced: 1/22/2020

Location: 1/22/2020-A. PRINT

Desk Policy Fiscal F	oor Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
1st House	1st House 2nd H				Conc.	Enrolled	d	Chaptereu

Summary: Current law establishes a motor vehicle inspection and maintenance (smog check) program that is administered by the Department of Consumer Affairs. The smog check program requires inspection of motor vehicles upon initial registration, biennially upon renewal of registration, upon transfer of ownership, and in certain other circumstances. Current law exempts collector motor vehicles, as defined, from am emissions control inspection if the vehicle meets specified criteria. This bill would exempt all collector motor vehicles from these requirements.

History: 2020

Jan. 22 Read first time. To print.

Jan. 23 From printer. May be heard in committee February 22.

AB 1992 (Friedman D) Transportation: asset management plan: California Transportation Plan: transportation infrastructure: climate change.

Introduced: 1/27/2020

Location: 1/27/2020-A. PRINT

- 7												
	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
		1st l	House			2nd	House		Conc.	Enrolled	d	Chaptered

Summary: Would state the intent of the Legislature to enact legislation that would establish a new program to fund climate change adaptation planning for transportation impacts, data collection, modeling, and training. The bill would require the department, in consultation with the commission, to update the asset management plan on or before December 31, 2022, and for the update to also address the forecasted transportation infrastructure impacts of climate change. The bill would require both the 3rd update to the California Transportation Plan, which is due in 2025, and the Strategic Growth Council's report to include a forecast of the transportation impacts of climate change and measures to address those impacts.

History: 2020

Jan. 27 Read first time. To print.

Jan. 28 From printer. May be heard in committee February 27.

AB 2011 (Holden D) West San Bernardino County Rail Construction Authority.

Introduced: 1/28/2020

Location: 1/28/2020-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
1											r

1st House 2nd House Conc. d

Summary: Would create the West San Bernardino County Rail Construction Authority for purposes of awarding and overseeing all design and construction contracts for completion of an extension of the Metro Gold Line light rail project from the duties of the construction authority.

History: 2020

Jan. 28 Read first time. To print.

Jan. 29 From printer. May be heard in committee February 28.

AB 2028 (Aguiar-Curry D) State agencies: meetings.

Introduced: 1/30/2020

Location: 1/30/2020-A. PRINT

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled Vetoe Chaptered
1st House	2nd House	Conc. Enrolled d Chaptered

Summary: The Bagley-Keene Open Meeting Act requires that all meetings of a state body, as defined, be open and public, and that all persons be permitted to attend any meeting of a state body, except as otherwise provided in that act. Current law requires the state body to provide notice of its meeting, including specified information and a specific agenda of the meeting, as provided, to any person who requests that notice in writing and to make that notice available on the internet at least 10 days in advance of the meeting. This bill would, except for closed sessions, require that this notice include all writings or materials provided for the noticed meeting to a member of the state body by staff of a state agency, board, or commission, or another member of the state body, that are in connection with a matter subject to discussion or consideration at the meeting.

History: 2020

Jan. 30 Read first time. To print.

Jan. 31 From printer. May be heard in committee March 1.

AB 2033 (Wood D) Deenergization: spoilage claims.

Introduced: 1/30/2020

Location: 1/30/2020-A. PRINT

i	Locati	JII 1/30/2	2020 11. 1	11111								
	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
	1st House					2nd	House		Conc.	Linoncu	d	Chaptered

Summary: Would require an electrical corporation that engages in a public safety power shutoff to compensate a customer for any qualified claim for spoilage of food or medication if the customer experienced an interruption in electrical service for greater than 8 hours and received less than 24 hours notice of the interruption.

History: 2020

Jan. 30 Read first time. To print.

Jan. 31 From printer. May be heard in committee March 1.

ACR 143 (Quirk D) Climate crisis.

Introduced: 1/6/2020

Location: 1/23/2020-A. NAT. RES.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled	Vetoe Chaptered
1st House	2nd House	Conc.	d Chaptered

Summary: This measure would state that the Legislature should stop speaking of climate change and instead speak of the climate crisis.

History: 2020

Jan. 6 Introduced. To print.

Jan. 7 From printer.

Jan. 23 Referred to Com. on NAT. RES.

(Allen D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.

Current Analysis: 01/28/2020 Senate Appropriations (text 9/10/2019)

Introduced: 12/3/2018 Last Amend: 1/23/2020 Location: 1/29/2020-A. DESK

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoe	Chaptered
	1st F	House			2nd	House		Conc.	Linonea	d	Chaptered

Summary: Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

History: 2018

Dec. 3 Introduced. Read first time. To Com. on RLS. for assignment. To print.

Dec. 4 From printer. May be acted upon on or after January 3.

2019

Jan. 16 Referred to Coms. on N.R. & W., EQ., and GOV. & F.

Feb. 20 Set for hearing March 12.

Mar. 5 From committee with author's amendments. Read second time and amended. Re-referred to Com. on N.R. & W.

March 12 hearing postponed by committee.

Mar. 13 Set for hearing March 26.

Mar. 26 From committee: Do pass and re-refer to Com. on EQ. (Ayes 7. Noes 1. Page 439.) (March 26). Re-referred to Com. on EQ.

Mar. 28 Set for hearing April 3.

Apr. 3 From committee: Do pass as amended and re-refer to Com. on GOV. & F. (Ayes 5. Noes 1. Page 549.) (April 3).

Apr. 4 Read second time and amended. Re-referred to Com. on GOV. & F.

Apr. 12 Set for hearing April 24.

Apr. 25 From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 2. Page 845.) (April 24). Re-referred to Com. on APPR.

Apr. 30 Set for hearing May 6.

May. 1 May 6 set for first hearing canceled at the request of author.

Aug. 30 From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Sep. 5 From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Sep. 10 Senate Rule 29.3(b) suspended. (Ayes 29. Noes 8. Page 2746.) From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

2020

Jan. 14 Set for hearing January 21.

Jan. 21 January 21 hearing: Placed on APPR. suspense file. Set for hearing January 23.

Jan. 23 From committee: Do pass as amended. (Ayes 5. Noes 1. Page 3141.) (January 23). Read second time and amended. Ordered to second reading.

Jan. 27 Read second time. Ordered to third reading.

Jan. 29 Read third time. Urgency clause adopted. Passed. (Ayes 29. Noes 6.) Ordered to the Assembly.

Jan. 30 In Assembly. Read first time. Held at Desk.

SB 802 (Glazer D) Emergency backup generators: health facilities: permit operating condition exclusion.

Introduced: 1/7/2020 Location: 1/15/2020-S. E.Q.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrolled	Vetoe Chaptarad
1st House	2nd House	Conc. Enrolled	d Chaptered

Summary: Would require an air district to adopt a rule or revise its existing rules, consistent with federal law, to allow a health facility that has received a permit from the district to construct and operate an emergency backup generator to use that emergency backup generator during a deenergization event without having that usage count toward any time limitation on actual usage and routine testing and maintenance included as a condition for issuance of that permit. By requiring air districts to adopt or revise its rules, the bill would impose a state-mandated local program.

History: 2020

Jan. 7 Introduced. Read first time. To Com. on RLS. for assignment. To print.

Jan. 8 From printer. May be acted upon on or after February 7.

Jan. 15 Referred to Coms. on EQ. and E., U. & C.

SB 862 (Dodd D) Planned power outage: public safety.

Introduced: 1/16/2020

Location: 1/29/2020-S. E. U., & C.

Desk Policy Fiscal Floor	Desk Policy Fiscal Floor	Conf. Enrol	Vetoe Chaptered
1st House	2nd House	Conc.	d Chaptered

Summary: Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a planned deenergization event, as defined, within those conditions constituting a state of emergency and a local emergency.

History: 2020

Jan. 16 Introduced. Read first time. To Com. on RLS. for assignment. To print.

Jan. 17 From printer. May be acted upon on or after February 16.

Jan. 29 Referred to Com. on E., U. & C.

Total Measures: 18

Total Tracking Forms: 18

The following page(s) contain the backup material for Agenda Item: <u>The Annual Financial Report and Management Report (Audit) for Fiscal Year 2018-19 is being presented for receive and file. The audit process is complete and the information is provided to the Governing Board. Presenter: Jean Bracy, Deputy Director – Administration and Laquita Cole, Finance Manager.</u>

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #13

DATE: February 24, 2020

RECOMMENDATION: The Annual Financial Report and Management Report (Audit) for Fiscal Year 2018-19 is being presented for receive and file. The audit process is complete and the information is provided to the Governing Board.

SUMMARY: The Annual Financial Report and Management Report (Audit) for Fiscal Year 2018-19 is being presented for review. Fedak & Brown LLP of Riverside performed the audit services for the District.

BACKGROUND: A financial audit tests the internal controls, procedures and practices of an organization. Over all, the audit reported that the District follows sound financial management practices.

Fedak & Brown LLP of Riverside performed the audit services for the District. This was the third year of a three year engagement for this firm to perform the audit. A partner with the firm will be present to answer questions. The presentation is included for reference.

REASON FOR RECOMMENDATION: The audit process is complete and the information is provided to the Governing Board to review and file.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director/APCO on or about February 10, 2020.

FINANCIAL DATA: Sufficient funds were budgeted and available to pay for the services provided. No increase in appropriation is anticipated.

PRESENTER: Jean Bracy, Deputy Director – Administration

Laquita Cole, Finance Manager

Mojave Desert Air Quality Management District

Board of Directors

Presentation of 2019 Audit Results

Fedak & Brown LLP



The Audit

The Audit was Performed in Accordance with Auditing Standards Generally Accepted in the United States of America

- Our Audit Procedures Include:
 - Assessing the District's Internal Controls
 - Agree Balances to Supporting Documentation
 - Perform Analysis of Key Relationships

The Auditors Reports

Independent Auditor's Report

- Unmodified "CLEAN" Opinion
 - In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Mojave Desert Air Quality Management District as of June 30, 2019....

Management Report Findings

• We did not Identify Material Weakness Within the District's Internal Control Structure

Financial Highlights

Condensed Statements of Net Position

	_	2019	2018	Change
Assets:				
Current assets	\$	10,738,225	10,021,872	716,353
Capital assets, net	_	2,012,261	2,198,040	(185,779)
Total assets		12,750,486	12,219,912	530,574
Deferred outflows of resources		4,003,052	5,039,754	(1,036,702)
Liabilities:				
Current liabilities		2,909,557	3,099,482	(189,925)
Non-current liabilities	_	11,400,413	11,592,962	(192,549)
Total liabilities		14,309,970	14,692,444	(382,474)
Deferred inflows of resources		1,335,183	1,684,193	(349,010)
Net position:				
Net investment in capital assets		2,012,261	2,198,040	(185,779)
Restricted		3,719,505	4,056,980	(337,475)
Unrestricted		(4,623,381)	(5,371,991)	748,610
Total net position	\$ _	1,108,385	883,029	225,356

Condensed Statements of Activities

	-	2019	2018	Change
Revenues:				
Program revenues:				
Charge for services	\$	6,269,582	5,811,519	458,063
Operating grants:				
Mobile emission program AB 2766		1,732,747	1,602,335	130,412
Carl Moyer program		1,510,018	73,184	1,436,834
Other	-	2,463,911	1,800,666	663,245
Total program revenues	_	11,976,258	9,287,704	2,688,554
General revenues:				
Fines, forfeitures, and penalties		293,378	197,716	95,662
Investment earnings		98,336	72,905	25,431
Other revenue	-	10,509	1,541	8,968
Total general revenues	_	402,223	272,162	130,061
Total revenues	_	12,378,481	9,559,866	2,818,615
Expenses:				
General		9,062,851	7,103,043	1,959,808
Mobile emission program AB 2766		1,230,256	831,699	398,557
Carl Moyer program	_	1,510,018	137,789	1,372,229
Total expenses	_	11,803,125	8,072,531	3,730,594
Change in net position before transfers		575,356	1,487,335	(911,979)
Transfers to Fiduciary funds	_	(350,000)	(523,203)	173,203
Change in net position	_	225,356	964,132	(738,776)
Net position, beginning of year, as previously stated		883,029	523,790	359,239
Prior period adjustment	-		(604,893)	604,893
Net position, beginning of year, as restated	_	883,029	(81,103)	964,132
Net position, end of year	\$	1,108,385	883,029	225,356

Financial Highlights

In 2019:

Net Position - Increased \$225,356 from ongoing operations.

Total Revenues - Increased \$2,818,615.

- **Program Revenues** Increased \$2,688,554, due primarily to increases of \$1,436,834 in Carl Moyer program operating grants, \$663,245 in other operating grants, \$130,412 in mobile emissions program AB 2766, and \$458,063 in charge for services.
- **General Revenues** Increased \$130,06, due primarily to increases of \$95,662 in fines, forfeitures, and penalties and \$25,431 in investment earnings.

Total Expenses - Increased \$3,730,594, due primarily to increases of \$1,959,808 in general expenses, \$1,372,229 in Carl Moyer program expenses, and \$398,557 in mobile emission program AB 2766 expenses.



Mojave Desert Air Quality Management District

Victorville, California

Annual Financial Report For the Fiscal Year Ended June 30, 2019





Governing Board as of June 30, 2019

		Area of
Name	Title	Representation
Jeff Williams	Chair	City of Needles
Carmen Hernandez	Vice Chair	City of Barstow
James L. Cox	Director	City of Victorville
Barbara Cram Riordan	Director	Public Member
Joey DeConinck	Director	City of Blythe
Robert Lovingood	Director	County of San Bernardino
Dawn Rowe	Director	County of San Bernardino
Kari Leon	Director	Town of Apple Valley
Rebekah Swanson	Director	City of Hesperia
V. Manuel Perez	Director	County of Riverside
Ed Camargo	Director	City of Adelanto
Merl Abel	Director	Town of Yucca Valley
Daniel Mintz Sr.	Director	City of Twentynine Palms

Mojave Desert Air Quality Management District 14306 Park Avenue Victorville, CA 92392 (760) 245-1661

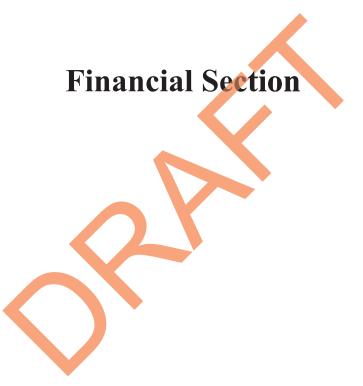
Mojave Desert Air Quality Management District

Annual Financial Report
For the Fiscal Year Ended June 30, 2019

Mojave Desert Air Quality Management District Annual Financial Report For the Fiscal Year Ended June 30, 2019

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Independent Auditor's Report

Governing Board Mojave Desert Air Quality Management District Victorville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Mojave Desert Air Quality Management District (District), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Mojave Desert Air Quality Management District, as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Independent Auditor's Report, continued

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 and the required supplementary information on pages 48 through 54 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance. That report can be found on pages 55 and 56.

Fedak & Brown LLP Cypress, California January 27, 2020

The following Management's Discussion and Analysis (MD&A) of activities and financial performance of the Mojave Desert Air Quality Management District (District) provides an introduction to the financial statements of the District for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here with additional information that we have furnished in the accompanying basic financial statements and related notes, which follow this section.

Financial Highlights

- The District's net position increased 25.52% or \$225,356 to \$1,108,385 from ongoing operations.
- The District's total revenues increased 29.48% or \$2,818,615 to \$12,378,481, due primarily to increases of \$2,688,554 in program revenues and \$130,061 in general revenues as compared to prior year.
- The District's total expenses increased by 46.21% or \$3,730,594 to \$11,803,125.

Using This Financial Report

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities and performance of the District using accounting methods similar to those used by private sector companies.

The Statement of Net Position includes all of the District's investments in resources (assets), deferred outflows of resources, obligations to creditors (liabilities), and deferred inflows of resources. It also provides the basis for computing a rate of return, evaluating the capital structure of the District and assessing the liquidity and financial flexibility of the District. All of the current year's revenues and expenses are accounted for in the Statement of Activities. This statement measures the success of the District's operations over the past year and can be used to determine the District's profitability and credit worthiness.

Government-wide Financial Statements

Statement of Net Position and Statement of Activities

One of the most important questions asked about the District's finances is, "Is the District better off or worse off as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District in a way that helps answer this question. These statements include all assets, deferred outflows of resources, liabilities, and deferred inflows of resources using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

These two statements report the District's *net position* and changes in it. Think of the District's net position – the difference between assets and deferred outflows of resources, less liabilities and deferred inflows of resources – as one way to measure the District's financial health, or *financial position*. Over time, *increases or decreases* in the District's net position is one indicator of whether its *financial health* is improving or deteriorating. However, one will need to consider other non-financial factors to assess the *overall financial health* of the District.

Fund Financial Statements

Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 18 through 47.

Government-wide Financial Analysis

Statements of Net Position

Condensed Statements of Net Position

	N .	2019	2018	Change
Assets:				
Current assets	\$	10,738,225	10,021,872	716,353
Capital assets, net	_	2,012,261	2,198,040	(185,779)
Total assets	_	12,750,486	12,219,912	530,574
Deferred outflows of resources	_	4,003,052	5,039,754	(1,036,702)
Liabilities:				
Current liabilities		2,909,557	3,099,482	(189,925)
Non-current liabilities	_	11,400,413	11,592,962	(192,549)
Total liabilities	_	14,309,970	14,692,444	(382,474)
Deferred inflows of resources	_	1,335,183	1,684,193	(349,010)
Net position:				
Net investment in capital assets		2,012,261	2,198,040	(185,779)
Restricted		3,719,505	4,056,980	(337,475)
Unrestricted	_	(4,623,381)	(5,371,991)	748,610
Total net position	\$	1,108,385	883,029	225,356

Government-wide Financial Analysis, continued

Statements of Net Position, continued

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets and deferred outflows of resources of exceeded liabilities and deferred inflows of resources by \$1,108,385 as of June 30, 2019. The District's total net position is made-up of three components: (1) net investment in capital assets, (2) restricted net position, and (3) unrestricted net position.

Statements of Activities

Condensed Statements of Activities

	2019	2018	Change
Revenues:			
Program revenues:			
Charge for services	\$ 6,269,582	5,811,519	458,063
Operating grants:			
Mobile emission program AB 2766	1,732,747	1,602,335	130,412
Carl Moyer program	1,510,018	73,184	1,436,834
Other	2,463,911	1,800,666	663,245
Total program revenues	11,976,258	9,287,704	2,688,554
General revenues:			
Fines, forfeitures, and penalties	293,378	197,716	95,662
Investment earnings	98,336	72,905	25,431
Other revenue	10,509	1,541	8,968
Total general revenues	402,223	272,162	130,061
Total revenues	12,378,481	9,559,866	2,818,615
Expenses:			
General	9,062,851	7,103,043	1,959,808
Mobile emission program AB 2766	1,230,256	831,699	398,557
Carl Moyer program	1,510,018	137,789	1,372,229
Total expenses	11,803,125	8,072,531	3,730,594
Change in net position before transfers	575,356	1,487,335	(911,979)
Transfers to Fiduciary funds	(350,000)	(523,203)	173,203
Change in net position	225,356	964,132	(738,776)
Net position, beginning of year, as previously stated	883,029	523,790	359,239
Prior period adjustment		(604,893)	604,893
Net position, beginning of year, as restated	883,029	(81,103)	964,132
Net position, end of year	\$1,108,385	883,029	225,356

Government-wide Financial Analysis, continued

Statements of Activities, continued

The District's net position increased 25.52% or \$225,356 to \$1,108,385 from ongoing operations.

Total revenues increased 29.48% or \$2,818,615 to \$12,378,481, due primarily to increases of \$2,688,554 in program revenues and \$130,061 in general revenues.

Program revenues increased by 28.95% or \$2,688,554 to \$11,976,258, due primarily to increases of \$1,436,834 in Carl Moyer program operating grants, \$663,245 in other operating grants, \$130,412 in mobile emissions program AB 2766, and \$458,063 in charge for services.

General revenues increased by 47.79% or \$130,061 to \$402,223, due primarily to increases of \$95,662 in fines, forfeitures, and penalties and \$25,431 in investment earnings.

Total expenses increased by 46.21% or \$3,730,594 to \$11,803,125, due primarily to increases of \$1,959,808 in general expenses, \$1,372,229 in Carl Moyer program expenses, and \$398,557 in mobile emission program AB 2766 expenses.

Governmental Fund Balance

The following table is a summary of the changes in fund balance for all governmental funds for the year ended June 30, 2019.

Condensed Changes in Fund Balance

			Mobile Emissions		
		General	Program AB 2766	Carl Moyer	
		Fund	Fund	Fund	Total
Fund balance – beginning of year Change in fund balance	\$	4,056,752 1,424,921	3,007,463 (478,038)	30,469 (20,904)	7,094,684 925,979
Fund balance – end of year	\$_	5,481,673	2,529,425	9,565	8,020,663

Total fund balance increased by 13.05% or \$925,979 to \$8,020,663. The General fund increased by 35.12% or \$1,424,921 to \$5,481,673; the mobile emissions program (AB2766) decreased by 15.90% or \$478,038 to \$2,529,425; and the Carl Moyer fund decreased by 68.61% or \$20,904 to \$9,565.

Governmental Activities Budgetary Highlights

For the year ended June 30, 2019, the final actual expenditures were more than budgeted for the General fund by \$578,212, the Mobile Emissions program (AB 2766) by \$1,230,256, and the Carl Moyer fund by \$816,402. For the year ended June 30, 2019, actual revenues were more than budgeted for the General fund by \$2,317,827, the Mobile Emissions program (AB 2766) by \$40,252, and the Carl Moyer fund by \$687,510. For the year ended June 30, 2019, there were no differences between the original and final amended budgets. (See the Budgetary Comparison Schedules for the General fund, Mobile Emissions program (AB 2766) fund, and Carl Moyer fund under the Required Supplementary Information section on pages 51 through 54).

Capital Asset Administration

		-			
		Balance 2018	Additions	Deletions/ Transfers	Balance 2019
	_	2010	Additions	Transicis	2017
Capital assets:					
Non-depreciable assets	\$	278,568	-	-	278,568
Depreciable assets	_	6,444,177	108,462		6,552,639
Total capital assets		6,722,745	108,462	-	6,831,207
Accumulated depreciation	_	(4,524,705)	(294,241)		(4,818,946)
Total capital assets, net	\$ _	2,198,040	(185,779)		2,012,261

At the end of fiscal year 2019, the District's capital assets (net of accumulated depreciation) amounted to \$2,012,261. This capital assets (net of accumulated depreciation) includes building and improvements, furniture and fixtures, machinery and equipment, vehicles, computers, and software. See note 4 for further information.

Conditions Affecting Current Financial Position

Management is unaware of any conditions, which could have a significant impact on the District's current financial position, net position, or operating results in terms of past, present, and future.

Requests for Information

This financial report is designed to provide the District's present users, including funding sources, customers, stakeholders, and other interested parties with a general overview of the District's finances and to demonstrate the District's accountability with an overview of the District's financial operations and financial condition. Should the reader have questions regarding the information included in this report or wish to request additional financial information, please contact the District's Deputy Director / Administration, Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California 92392 or (760) 245-1661.

Basic Financial Statements

Mojave Desert Air Quality Management District Statement of Net Position June 30, 2019

	2019
Assets:	
Current assets:	
Cash and cash equivalents (note 2) \$	4,489,710
Restricted cash and cash equivalents (note 2)	3,719,505
Accounts receivable	1,540,081
Due from California Air Resources Board	973,492
Due from Fiduciary fund (note 3)	9,593
Prepaids	5,844
Total current assets	10,738,225
Non-current assets:	
Capital assets – not being depreciated (note 4)	278,568
Capital assets – being depreciated, net (note 4)	1,733,693
Total non-current assets	2,012,261
Total assets	12,750,486
Deferred outflows of resources:	
Deferred pension outflows (note 8)	4,003,052
Total deferred outflows of resources	4,003,052
Liabilities:	
Current liabilities:	
Accounts payable	254,929
Accrued salaries and related payables	327,251
Due to California Air Resources Board	2,000
Unearned revenue (note 5)	2,133,382
Long-term liabilities – due within one year:	101.005
Compensated absences (note 6)	191,995
Total current liabilities	2,909,557
Non-current liabilities:	
Long-term liabilities – due in more than one year:	
Compensated absences (note 6)	575,984
Net other post-employment benefits liability (note 7)	901,797
Net pension liability (note 8)	9,922,632
Total non-current liabilities	11,400,413
Total liabilities	14,309,970
Deferred inflows of resources:	
Deferred other post-employment benefits inflows (note 7)	83,889
Deferred pension inflows (note 8)	1,251,294
Total deferred inflows of resources	1,335,183
Net position:	
Net investment in capital assets (note 9)	2,012,261
Restricted (note 10)	3,719,505
Unrestricted (note 11)	(4,623,381)
Total net position \$	1,108,385

Mojave Desert Air Quality Management District Statement of Activities

For the Fiscal Year Ended June 30, 2019

	Program Revenues						
	Charge f	Charge for Services					
					et (Expense)		
Functions/Programs Expenses	Application and Permit Fees	Contract Antelope Valley AQMD	Operating Grants	•	Revenue and Changes in Net Position		
Governmental activities:							
General	\$	9,062,851	4,887,637	1,381,945	3,503,559		710,290
Mobile emission program AB 2766		1,230,256	-	-	693,099		(537,157)
Carl Moyer program	_	1,510,018			1,510,018	_	
Total governmental activities	\$	11,803,125	4,887,637	1,381,945	5,706,676	_	173,133
		(General revenue	es:			
			Fines, forfeiture	es, and penalties		\$	293,378
			Investment ear	rnings			98,336
			Other revenue				10,509
		Τ	Transfers out to O	PEB Trust		_	(350,000)
			Total gene	ral revenues		_	52,223
			Changes	in net position			225,356
		N	Net position – be	eginning of year		_	883,029
		N	Net position – ei	nd of year		\$	1.108.385

Mojave Desert Air Quality Management District Balance Sheet – Governmental Funds June 30, 2019

			Mobile Emissions		
			Program		
		General	AB 2766	Carl Moyer	Total
	_	Fund	Fund	Fund	Fund
Assets:					
Cash and cash equivalents	\$	4,489,710	-	-	4,489,710
Restricted cash and cash equivalents		-	2,468,650	1,250,855	3,719,505
Accounts receivable		1,417,306	122,775	-	1,540,081
Due from California Air Resources Board		-	-	973,492	973,492
Due from fiduciary fund (note 3)		9,593	-	-	9,593
Due from other funds (note 3)		60,000	-	32,620	92,620
Prepaids	_	5,844			5,844
Total assets	\$ _	5,982,453	2,591,425	2,256,967	10,830,845
Liabilities:					
Accounts payable	\$	132,833	-	122,096	254,929
Accrued payroll and related expenses		327,251		-	327,251
Due to California Air Resources Board		-	2,000	-	2,000
Due to other fund (note 3)		32,620	60,000	-	92,620
Unearned revenue (note 5)	_	8,076		2,125,306	2,133,382
Total liabilities		500,780	62,000	2,247,402	2,810,182
Fund balance:					
Restricted:					
Mobile emissions program AB 2677		-	2,529,425	-	2,529,425
Carl Moyer		-	-	9,565	9,565
Nonspendable:					
Prepaids		5,844	-	-	5,844
Committed:					
Operating reserves		765,700	-	-	765,700
Building improvement reserves		200,000	-	-	200,000
Legal and litigation reserves		300,000	-	-	300,000
Retirement reserves		200,000	-	-	200,000
Assigned:					
Budget stabilization		250,000	-	-	250,000
Compensated absences		150,000	-	-	150,000
Unassigned	_	3,610,129			3,610,129
Total fund balance	_	5,481,673	2,529,425	9,565	8,020,663
Total liabilities and fund balance	\$ _	5,982,453	2,591,425	2,256,967	10,830,845

Mojave Desert Air Quality Management District Reconciliation of the Balance Sheet of Governmental Fund to the Statement of Net Position June 30, 2019

Reconciliation:

Total Fund Balance of Governmental Fund			\$	8,020,663
Amounts reported for governmental activities in the statement of net position is different because: Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet. However, the statement of net position includes those capital position among the assets of the District as a whole. Capital assets, net				2,012,261
Pension contributions made during the fiscal year after the measurement date are reported as expenditures in governmental funds and as deferred outflows of resources in the government-wide financial statements.	\$	1,586,260		2,012,201
Recognized net changes in assumptions for the pension plan are reported as deferred outflows of resources in the government-wide financial statements.		2,012,429		
Recognized portion due to net differences between the actual employer contribution and the proportionate share of contribution are reported as deferred outflows of resources in the government-wide financial statements.	_	404,363	_	4,003,052
Long-term liabilities applicable to the District are not due and payable in the current period and accordingly are not reported as governmental fund liabilities. All liabilities both current and long-term, are reported in the statement of net position as follows: Compensated absences Net other post-employment benefits liability Net pension liability				(767,979) (901,797) (9,922,632)
Recognized net difference between projected and actual earnings on pension plan investments are reported as deferred inflows of resources in the government-wide financial statements.		(180,655)		
Recognized net differences between the expected and actual experience for the pension plan are reported as deferred inflows of resources in the government-wide financial statements.		(638,473)		
Recognized portion net due to differences between the actual employer contribution and the proportionate share of contribution for the pension plan are reported as deferred inflows of resources in the government-wide financial statements.		(432,166)		(1,251,294)
Recognized net difference between projected and actual earnings on OPEB plan investments are reported as deferred inflows of resources in the government-wide financial statements.		(3,128)		
Recognized net changes in assumptions for the OPEB plan are reported as deferred inflows of resources in the government-wide financial statements.		(80,761)		(83,889)
Total adjustments			_	(6,912,278)
Net Position of Governmental Activities			\$_	1,108,385

Mojave Desert Air Quality Management District Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Fund For the Year Ended June 30, 2019

	_	General Fund	Mobile Emissions Program AB 2766 Fund	Carl Moyer Fund	Total Fund
Revenues:					
Program revenues:					
Charge for services: Application and permit fees Management contract –	\$	4,887,637	-	-	4,887,637
Antelope Valley AQMD (note 13)	_	1,381,945			1,381,945
Total charge for services	_	6,269,582			6,269,582
Operating grants: Assembly Bill 2766		1,039,648	693,099		1,732,747
State grants		2,098,350	093,099	1,510,018	3,608,368
State subvention		134,695	-	-	134,695
Federal grants		151,117	-	-	151,117
California Clean Air Act		63,304		-	63,304
Other programs	-	16,445	-		16,445
Total operating grants	_	3,503,559	693,099	1,510,018	5,706,676
Total program revenues		9,773,141	693,099	1,510,018	11,976,258
General revenues:		202 270			202.270
Fines, forfeitures, and penalties Investment earnings		293,378 60,121	59,119	(20,904)	293,378 98,336
Other revenue	`	10,509	-	(20,704)	10,509
Total general revenues		364,008	59,119	(20,904)	402,223
Total revenues	_	10,137,149	752,218	1,489,114	12,378,481
Expenditures:					
Salaries and benefits		6,353,423	-	-	6,353,423
Services and supplies		929,437	-	122,097	1,051,534
Contributions Capital outlay		970,906 108,462	1,230,256	1,387,921	3,589,083 108,462
Total expenditures	-	8,362,228	1,230,256	1,510,018	11,102,502
Excess(deficiency) of revenue over expenditures		1,774,921	(478,038)	(20,904)	1,275,979
Other financing uses:					
Transfers out – OPEB Trust (note 3)		(350,000)	_	-	(350,000)
Net change in fund balance	_	1,424,921	(478,038)	(20,904)	925,979
Fund balance – beginning of year		4,056,752	3,007,463	30,469	7,094,684
Fund balance – end of year	\$_	5,481,673	2,529,425	9,565	8,020,663

Mojave Desert Air Quality Management District Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Fund to the Statement of Activities For the Year Ended June 30, 2019

Reconciliation:

Net Change in Fund Balance – Total Governmental Fund	\$	925,979
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the statement of activities,		
the cost of those assets is allocated over their estimated useful lives as depreciation expense as follows:		
Capital outlay		108,462
Depreciation expense		(294,241)
Some expenses reported in the statement of activities do not require the use of current financial resources		
and, therefore, are not reported as expenses in governmental fund as follows:		
Net change in compensated absences for the current period		(76,723)
Net change in other post-employement benefit obligations for the current period		12,530
Net change in pension obligations for the current period	_	(450,651)
Change in Net Position of Governmental Activities	\$_	225,356



Mojave Desert Air Quality Management District Statement of Net Position – Fiduciary Fund Other Post-Employment Benefit Obligation For the Year Ended June 30, 2019

	_	2019
Assets:		
Cash in trust	\$_	646,380
Total assets	_	646,380
Liabilities:		
Due to general fund	_	9,593
Total liabilities	_	9,593
Net position:		
Restricted – held in trust for OPEB benefits	_	636,787
Total net position	\$_	636,787

See accompanying notes to the basic financial statements

Note: This fund balance is included in the calculation of the District's Net Other Post-Employment Benefits Liability at June 30, 2019. (Please see note 7 for further information.)

Mojave Desert Air Quality Management District Statement of Changes in Net Position – Fiduciary Fund Other Post-Employment Benefit Obligation For the Year Ended June 30, 2019

		2019
Additions:		
Investment income	\$.	36,659
Total additions		36,659
Deductions:		
Bank fees		1,475
Total deductions		1,475
Changes in net position		35,184
Net position – beginning of year		601,603
Net position – end of year	\$	636,787

See accompanying notes to the basic financial statements

Note: This fund balance is included in the calculation of the District's Net Other Post-Employment Benefits Liability at June 30, 2019. (Please see note 7 for further information.)

Mojave Desert Air Quality Management District Statement of Net Position – Fiduciary Fund Pension Benefits For the Year Ended June 30, 2019

		2019
Assets:		
Cash in trust	\$_	1,063,923
Total assets	_	1,063,923
Net position:		
Restricted – held in trust for pension benefits	_	1,063,923
Total net position	\$	1,063,923

See accompanying notes to the basic financial statements

Note: This fund balance is not included in the calculation of the District's Net Pension Liability at June 30, 2019. This is due to differences between the Plan's measurement date of June 30, 2018 and the Trust funds' reporting of June 30, 2019. (Please see note 8 for further information on the District's Net Pension Liability.)

Mojave Desert Air Quality Management District Statement of Changes in Net Position – Fiduciary Fund Pension Benefits For the Year Ended June 30, 2019

	2019
Additions:	
Net position transfer from General Fund \$	350,000
Investment income	60,645
Total additions	410,645
Deductions:	
Bank fees	1,664
Total deductions	1,664
Changes in net position	408,981
Net position – beginning of year	654,942
Net position – end of year \$	1,063,923

See accompanying notes to the basic financial statements

Note: This fund balance is not included in the calculation of the District's Net Pension Liability at June 30, 2019. This is due to differences between the Plan's measurement date of June 30, 2018 and the Trust funds' reporting measurement of June 30, 2019. (Please see note 8 for further information on the District's Net Pension Liability.)

Mojave Desert Air Quality Management District Notes to the Basic Financial Statements June 30, 2019

(1) Reporting Entity and Summary of Significant Accounting Policies

A. Organization and Operations of the Reporting Entity

The Mojave Desert Air Quality Management District (District), was established on July 1, 1993, upon the dissolution of the San Bernardino County Air Pollution Control District. The District's operates pursuant to the Lewis Air Quality Management Act which became effective on February 1, 1977, commencing at Section 40400 of the Health and Safety Code of the State of California. The District's primary responsibility is to regulate stationary sources of air pollution located within its jurisdictional boundaries. To accomplish its responsibility, the District implements air quality programs required by State and Federal mandates, enforces rules and regulations based on air pollution laws, and educates businesses and residents about their role in protecting air quality. The District represents the citizens within its 20,000 mile jurisdiction covering the San Bernardino High Desert and the Palo Verde Valley portion of Riverside County. Air monitoring staff operates six monitoring stations in Barstow, Hesperia, Phelan, Trona, Twentynine Palms, and Victorville.

The District's mission is to protect the air quality within its boundaries while supporting strong and sustainable economic growth. This is accomplished through a comprehensive and common-sense program of planning, regulation, compliance assistance, enforcement, monitoring, and public education. The District is an independent special district, governed by a thirteen member Governing Board consisting of members from represented areas within its boundaries.

B. Basis of Accounting and Measurement Focus

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-wide Financial Statements

These statements are presented on an economic resources measurement focus and the accrual basis of accounting for governmental activities. Accordingly, all of the District's assets (including capital assets), deferred outflows of resources, liabilities, and deferred inflows of resources are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used; such as, unbilled but utilized utility services that are recorded at year end. The Statement of Activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses are those that are clearly identifiable with a specific function. The types of transactions reported as program revenues for the District are charge for services directly related to the operations of the District. Charge for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by the District. Taxes and other items, properly not included among program revenues, are reported instead as general revenues.

Fund Financial Statements

These statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balance for all major governmental funds. Accompanying these statements is a schedule to reconcile and explain the difference in fund balance, as presented in these statements, to the net position presented in the Government-wide Financial Statements.

Mojave Desert Air Quality Management District Notes to the Basic Financial Statements, continued June 30, 2019

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

B. Basis of Accounting and Measurement Focus, continued

Fund Financial Statements, continued

Governmental funds are accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balance presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available to finance expenditures of the current period.

Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (generally 60-days after year-end) are recognized when due. The primary sources susceptible to accrual for the District are investment earnings and operating grant revenues. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. However, exceptions to this rule include principal and interest on debt, which are recognized when due.

The District's accounts are organized on the basis of funds, each of which is considered a separate accounting entity with self-balancing set of accounts established for the purpose of carrying out specific activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Funds are organized into two major categories: governmental and fiduciary categories. An emphasis is placed on major funds within the governmental and fiduciary categories. A fund is considered major if it is the primary operational fund of the District or meets the following criteria:

- a) Total assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues, or expenditures/expenses of that individual governmental, governmental special revenue, or fiduciary fund is at least 10 percent of the corresponding total for all funds of that category or type;
- b) Total assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues, or expenditures/expenses of the individual governmental, governmental special revenue, or fiduciary fund is at least 5 percent of the corresponding total for all governmental funds combined; or
- c) The entity has determined that a fund is important to the financial statement user.

The governmental fund of the financial reporting entity are described below:

General Fund – a government's primary operating fund. It accounts for all financial resources of the District, except those required to be accounted for in another fund when necessary.

Mobile Emissions Program AB 2766 Fund – a special revenue fund used to account for the retention of funds allocated for the support of the District's mobile emissions grant program pursuant to Assembly Bill No. 2766.

Carl Moyer Fund – a special revenue fund used to account for revenues received pursuant to the Carl Moyer Air Quality Standards Attainment Program. Expenditures are restricted to providing incentive for participating entities to undertake reduced-emission heavy-duty engine projects.

Mojave Desert Air Quality Management District Notes to the Basic Financial Statements, continued June 30, 2019

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

B. Basis of Accounting and Measurement Focus, continued

Fund Financial Statements, continued

The fiduciary fund of the financial reporting entity is described below:

Other Post-Employment Benefits Trust Fund – a fiduciary fund used to account for assets held by the District as Trustees. The District maintains this non-major expendable trust fund, Retiree Benefits Fund, which is used to provide contingency reserves for the District payment of current and future retiree health and welfare benefits.

Pension Benefits Trust Fund – a fiduciary fund used to account for assets held by the District as Trustees. The District maintains this non-major expendable trust fund, Pension Fund, which is used to provide contingency reserves for the District payment of current and future retiree pension benefits.

C. Financial Reporting

The District's basic financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP), as applied to governmental funds. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The District has adopted the following GASB pronouncements in the current year:

In November 2016, the GASB issued Statement No. 83 – Certain Asset Retirement Obligations. This Statement (1) addresses accounting and financial reporting for certain asset retirement obligations (AROs), (2) establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs, (3) requires that recognition occur when the liability is both incurred and reasonably estimable, (4) requires the measurement of an ARO to be based on the best estimate of the current value of outlays expected to be incurred, (5) requires the current value of a government's AROs to be adjusted for the effects of general inflation or deflation at least annually, and (6) requires disclosure of information about the nature of a government's AROs, the methods and assumptions used for the estimates of the liabilities, and the estimated remaining useful life of the associated tangible capital assets.

In April 2018, the GASB issued Statement No. 88 – Certain Disclosures Related to Debt Including Direct Borrowings and Direct Placements. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established.

This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses.

For notes to financial statements related to debt, this Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt.

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

D. Financial Statement Elements

1. Use of Estimates

The preparation of the basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources, and disclosures of contingent assets, deferred outflows of resources, liabilities, and deferred inflows of resources at the date of the financial statements and the reported changes in the District's net position during the reporting period. Actual results could differ from those estimates.

2. Cash and Cash Equivalents

Substantially all of the District's cash is invested in interest bearing accounts. The District considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

3. Investments and Investment Policy

The District has adopted an investment policy to deposit funds in financial institutions. Investments are to be made in the following area:

• San Bernardino County Pooled Investments

Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

4. Accounts Receivable

The District extends credit to customers in the normal course of operations. Management deems all accounts receivable as collectible at year-end. Accordingly, an allowance for doubtful accounts has not been recorded.

5. Prepaids

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses in both the government-wide and fund financial statements. The cost of prepaid items is recorded as an expense when consumed rather than when purchased.

6. Internal Balances and Activities

Internal activity and balances reported as interfund activity in the governmental fund financial statements are reclassified or eliminated in the preparation of the government-wide statements of net position and activities. This elimination will avoid the "grossing up" of amounts resulting from internal activity within the primary government.

7. Capital Assets

Capital assets acquired and/or constructed are capitalized at historical cost. The District policy has set the capitalization threshold for reporting capital assets at \$5,000. Donated assets are recorded at acquisition value and/or historical cost at the date of donation. Upon retirement or other disposition of capital assets, the cost and related accumulated depreciation are removed from the respective balances and any gains or losses are recognized.

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

D. Financial Statement Elements, continued

7. Capital Assets, continued

Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets as follows:

- Buildings 20 to 50 years
- Buildings and improvements 20 years
- Vehicles 5 years
- Machinery and equipment 15 to 20 years
- Computer equipment 3 to 15 years

8. Deferred Outflows of Resources

Deferred outflows of resources represent the consumption of resources applicable to future periods.

9. Unearned Revenue

Certain receipts from customer and funding sources reflect revenue applicable to future accounting periods and are recorded as unearned revenues in both the government-wide and fund financial statements.

10. Compensated Absences

It is the District's policy to allow employees to accumulate earned but unused vacation, administrative time, and sick leave benefits. The vesting method is used to calculate the liability. Depending on the years of service, an employee will be paid a range between 0% and 50%, dependent upon certain vesting criteria, of earned sick leave benefits, and 100% of earned vacation and administrative time upon separation. All vacation pay, compensatory time, and sick leave is accrued when incurred in the government-wide financial statements. The balance of compensated absences will be recorded as fund expenditures in the year in which they are paid or become due on demand to terminated employees. The General Fund is used to liquidate compensated absences, respective to each funds' liability.

11. Post-Employment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB plan (Plan) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported as cost.

GASB 75 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

- Valuation Date June 30, 2018
- Measurement Date June 30, 2019
- Measurement Period July 1, 2018 to June 30, 2019

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

D. Financial Statement Elements, continued

12. Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's San Bernardino County Employees' Retirement Association (SBCERA) plans (Plans) and addition to/deduction from the Plans' fiduciary net position have been determined on the same basis as they are reported by SBCERA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

- Valuation Date June 30, 2018
- Measurement Date June 30, 2018
- Measurement Period July 1, 2017 to June 30, 2018

13. Deferred Inflows of Resources

Deferred inflows of resources represent the acquisition of resources applicable to future periods.

14. Net Position

The government-wide financial statements utilize a net position presentation. Net position categories are as follows:

- Net investment in capital assets consists of capital assets, net of accumulated depreciation and amortization, and reduced by any debt balances outstanding against the acquisition, construction, or improvement of those assets.
- Restricted net position consists of assets that have restrictions placed upon their use by external constraints imposed either by creditors (debt covenants), grantors, contributors, or laws and regulations of other governments or constraints imposed by law through enabling legislation.
- Unrestricted net position consists of the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of the net investment in capital assets or restricted components of net position.

15. Fund Balance

The financial statements, governmental funds, report fund balance as non-spendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the District is bound to honor constraints on how specific amounts can be spent.

- Nonspendable fund balance amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- Restricted fund balance amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws and regulations of other governments; or (b) imposed by law through constitutional provisions and enabling legislation.

(1) Reporting Entity and Summary of Significant Accounting Policies, continued

D. Financial Statement Elements, continued

15. Fund Balance, continued

- Committed fund balance amounts that can only be used for specific purposes determined by formal action of the District's highest level of decision-making authority (the Governing Board) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- Assigned fund balance amounts that are constrained by the District's intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose.
- Unassigned fund balance the residual classification for the District's general fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned for those purposes.

Fund Balance Policy

The Governing Board establishes, modifies, or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the year.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, followed by the unrestricted, committed, assigned, and unassigned resources as they are needed.

The District believes that sound financial management principles require that sufficient funds be retained by the District to provide a stable financial base at all times. To retain this stable financial base, the District needs to maintain an unrestricted fund balance in its funds sufficient to fund cash flows of the District and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned, and unassigned fund balance are considered unrestricted.

The purpose of the District's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

16. Budgetary Policies

The District adopts an annual non-appropriated budget for planning, control, and evaluation purposes. Budgetary control and evaluation are affected by comparisons of actual revenues and expenses with planned revenues and expenses for the period. Encumbrance accounting is not used to account for commitments related to unperformed contracts for construction and services.

(2) Cash and Cash Equivalents

Cash and cash equivalents as of June 30 are classified as follows:

	2019
Unrestricted cash and cash equivalents:	
General Fund \$	4,489,710
Total unrestricted cash and cash equivalents	4,489,710
Restricted cash and cash equivalents:	
Mobile Emissions Program AB 2766 Fund	2,468,650
Carl Moyer Fund	1,250,855
Total restricted cash and cash equivalents	3,719,505
Total cash and cash equivalents \$	8,209,215
Cash and investments as of June 30 consisted of the following:	
	2019
Cash on hand	268,033
Deposits held with financial institutions	4,530,386
Deposits held with San Bernardino County Treasurer	3,410,796
\$	8,209,215
As of June 30, the District's authorized deposits had the following maturities	es:
	2019
San Bernardino County Investment Pool	424 days

(2) Cash and Cash Equivalents, continued

Investments Authorized by the California Government Code and the District's Investment Policy

The following table identifies the investment types that are authorized by the District in accordance with the California Government Code (or the District's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
State and local agency bonds, notes and warrants	5 years	None	None
U.S. treasury obligations	5 years	None	None
Federal agency obligations	5 years	None	None
Banker's acceptances	180 days	40%	None
Commercial paper - Pooled/Non-Pooled	270 days	40%/25%	40%
Negotiable/Non-Negotiable certificates of deposit	5 years	30%/None	None
Placement Service - Certificates of Deposit	5 years	30%	None
Repurchase agreements	1 years	None	None
Reverse repurchase agreements	92 days	20%	None
Medium-term notes	5 years	30%	None
Money market mutual funds	N/A	20%	10%
Mortgage pass-through securities	5 years	20%	None
California Local Agency Investment Fund (LAIF)	N/A	None	\$40 million
County Pooled Investment Fund	N/A	None	None
JPA Pools (other investment pools)	N/A	None	None
Voluntary Investment Program Fund	N/A	None	None
Supranational obligations	5 years	30%	None

Investment in San Bernardino County Investment Pool

The San Bernardino County Investment Pool (SBCIP) is a pooled investment fund program governed by the County of San Bernardino Board of Supervisors and administered by the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector. The fair value of the District's investment in this pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by SBCIP for the entire SBCIP portfolio. Investments in SBCIP are highly liquid as deposits and withdrawals can be made at any time without penalty following the restrictions and limitations as identified below. SBCIP does not impose a maximum investment limit. SBCIP is not registered with the Securities and Exchange Commission as an investment company.

The pool portfolio is invested in a manner that meets the maturity, quality, diversification, and liquidity requirements set forth by GASB 79 for external investments pools that elect to measure, for financial reporting purposes, investments at amortized cost. SBCIP does not have any legally binding guarantees of share values. SBCIP does not impose liquidity fees or redemption gates on participant withdrawals. Information related to the SBCIP may be obtained from the County of San Bernardino Administrative Offices – 268 West Hospitality Lane, 1st Floor – Treasury – San Bernardino, California 92415 or the Auditor-Controller/Treasurer/ Tax Collector's office website www.sbcounty.gov.

(2) Cash and Investments, continued

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools.

The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits and investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by public agencies. Of the District's bank balance, up to \$250,000 is federally insured and the remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in the District's name.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to change in market interest rates. The District's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The San Bernardino County Investment Pool is not rated.

Concentration of Credit Risk

The District's investment policy contains no limitations on the amounts that can be invested in any one issuer beyond that stipulated by the California Government Code. There were no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and/or external investment pools) that represent 5% or more of the District's total investments.

(3) Internal Transfers

Inter-fund Operational Transfers

Inter-fund receivables/payables are used to move financial resources between the General fund and the Mobile Emissions Program AB2766 fund, the Carl Moyer fund, and the Fiduciary fund as advances to temporarily support the operations of each respective fund.

As of June 30, inter-fund receivables/payables between the District's General fund and the Mobile Emissions Program AB2766 fund and the Carl Moyer Fund, were as follows:

Receivable	Payable		
from	to	_	2019
AB2766 Fund	General Fund	\$	60,000
General Fund	Carl Moyer Fund		32,620
Total due	to/from	\$	92,620

As of June 30, inter-fund receivables/payables between the District's General fund and the Fiduciary fund, were as follows:

Receivable	Payable	
from	to	2019
Fiduciary Fund	General Fund \$	9,593
Payable to	General \$	9,593

Inter-fund transfers are utilized to transfer funds from the General fund to the Fiduciary fund for the purpose of making contributions.

As of June 30, inter-fund transfers between the District's funds were as follows:

Transfe	r Trans fe r	
from	to	2019
	Pension Benefits	
General Fu	and Trust Fund \$	350,000

(4) Capital Assets

Change in capital assets as of June 30 was as follows:

	_	Balance 2018	Additions/ Transfers	Deletions/ Transfers	Balance 2019
Non-depreciable assets:					
Land	\$_	278,568			278,568
Total depreciable assets		278,568	-	-	278,568
Depreciable assets:	_	_			
Building and improvements		2,707,033	-	-	2,707,033
Equipment		3,490,590	80,189	-	3,570,779
Vehicles	_	246,554	28,273		274,827
Total depreciable assets	_	6,444,177	108,462		6,552,639
Accumulated depreciation:					
Building and improvements		(1,743,932)	(120,954)	-	(1,864,886)
Equipment		(2,602,031)	(168,907)	-	(2,770,938)
Vehicles	_	(178,742)	(4,380)		(183,122)
Total accumulated depreciation	_	(4,524,705)	(294,241)		(4,818,946)
Total depreciable assets, net	_	1,919,472	(185,779)		1,733,693
Total capital assets, net	\$	2,198,040			2,012,261

(5) Unearned Revenue

Change in unearned revenues as of June 30 was as follows:

		Balance	New	Expenses/	Balance
	_	2018	Awards	Revenues	2019
General Fund					
BCS	\$	2,333	-	(2,333)	-
Caltrans - Kramer Junction		3,716	-	(1,663)	2,053
Fort Irwin CEIR	_		11,400	(5,377)	6,023
Total General Fund	_	6,049	11,400	(9,373)	8,076
Carl Moyer Grant					
Round 17		443,082		(443,082)	-
Round 18		635,533	-	(635,533)	-
Round 19		751,590	-	(93,949)	657,641
Round 20		792,704	_	(337,453)	455,251
Round 21		-	973,492	-	973,492
Carl Moyer interest earned	_		-	38,922	38,922
Total Carl Moyer Grant	_	2,622,909	973,492	(1,471,095)	2,125,306
Total unearned revenue	\$_	2,628,958	984,892	(1,480,468)	2,133,382

(6) Compensated Absences

Change in compensated absences as of June 30 was as follows:

	Balance			Balance	Due Within	Due in More
_	2018	Earned	Taken	2019	One Year	Than One Year
\$	691,256	498,791	(422,068)	767,979	191,995	575,984

(7) Other Post-Employment Benefits (OPEB) Plan

Plan Description

The District's defined benefit OPEB plan provides OPEB for all permanent full-time employees of the District. The Plan is a single-employer defined benefit OPEB plan administered by the District. The District's Governing Board has the authority to establish and amend the benefit terms to the Plan.

Benefits Provided

The District provides retirees with access to medical, dental, and vision coverage. No subsidy is provided toward dental or vision coverage and neither is expected to create an OPEB liability for the District. Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). This coverage requires the employee to satisfy the requirements for retirement under the San Bernardino County Employees' Retirement Association (SBCERA).

(7) Other Post-Employment Benefits (OPEB) Plan, continued

Benefits Provided, continued

Retirees meeting further eligibility requirements are eligible for a temporary additional subsidy. The additional benefit is provided in addition to the PEMHCA minimum benefit. The additional benefits are summarized in table below:

Eligibility requirements	 SBCERA retirement 20 years of service with the District, member agency, and/or California air district service Enrollment in a CalPERS medical plan at the time of retirement
Benefit percentage	2% times years of combined District, member agency, and/or California air district service
Benefit Percentage applies to	CalPERS medical premiums for retirees and any enrolled dependents
	The total District-paid benefit is limited to the Flexible Benefit caps for active employees
Duration of benefit	5 years or until retiree reaches age 65 (whichever comes first)

The District employees must meet one of the following criteria in accordance with PEMHCA:

SBCERA General Tiers	Minimum Age	Minimum Years of Service
Tier 1 (hired before January 2013	50	10
	70	Any
	Any	30
Tier 2 (hired on/after January 2013	52	5
	70	Any

Employees Covered by Benefit Terms

At June 30, the following employees were covered by the benefit terms:

	2019
Inactive employees or beneficiaries currently	
receiving benefit payments	16
Inactive employees entitled to but not receiving	
benefit payments	1
Active employees	23
Total	40

(7) Other Post-Employment Benefits (OPEB) Plan, continued

Contributions

The OPEB plan's contribution requirements for eligible retired employees of the District are established and may be amended by the Governing Board. District contributions to the Plan occur as benefits are paid to retirees and/or to the OPEB trust. Benefit payments may occur in the form of direct payments fro premiums and taxes ("explicit subsidies") and/or indirect payments to retirees in the form of higher premiums for active employees ("implicit subsidies").

Net OPEB Liability

The District's net OPEB liability was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The total OPEB liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation 2.75%

Salary increases 3.50%

Investment rate of return 6.30% for explicit costs, net of plan investment

expenses and including inflation

Healthcare cost trend rates 7.50% in 2019 to 5.00% in 2024 in steps of 0.50%

Mortality rates were based on the MacLeod Watts Scale 2017 applied generationally from 2014 on.

The actuarial assumptions used in the June 30, 2018 valuation are based on the 2017 experience study of the SBCERA using data from 2013 to 2016, except for a different basis used to project future mortality improvements.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method and best-estimate ranges of expected future real rates of return for each major asset class (expected returns, net of OPEB plan investment expense and inflation). The ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The rate shown is prior to offset for non-imbedded investment related fees. Non-imbedded fees were estimated to reduce the expected yield above by 52 basis point (0.52%), reducing the net expected return on trust assets to 6.30% per year. Updates to expected returns were published after the measurement date and will be reflected in the next valuation.

(7) Other Post-Employment Benefits (OPEB) Plan, continued

Actuarial Assumptions, continued

The target allocation and best estimates of geometric real rates of return for each major class are summarized in the table below.

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Large Cap Core	32.00 %	6.70 %
Mid Cap Core	6.00	7.00
Small Cap Core	9.00	9.90
Real Estate	2.00	5.70
International	7.00	7.30
Emerging Market	4.00	9.70
Short Term Bond	6.75	3.80
Intermediate Term Bond	27.00	4.60
High Yield	1.25	6.00
Alternatives	0.00	4.40
Cash	5.00	5.00
Total	100.00 %	

Discount Rate

The discount rates used to measure the total OPEB liability were: 1) 6.3% for the assumed long-term trust rate of return, for the explicit subsidy portion of the liability and 2) The Bond Buyer General Obligation 20-Bond Municipal Bond Index rate (3.89% on June 30, 2018 and 3.51% on June 30, 2019). The District established an irrevocable OPEB trust in 2010 with assets dedicated toward paying future retiree medical benefits. The District stated its intent to continue contributions equal to the Actuarially Determined Contribution determined for the explicit subsidy liability only. Financing of the implicit subsidy portion of the liability is on a pay-as-you-go basis.

(7) Other Post-Employment Benefits (OPEB) Plan, continued

Changes in the Net OPEB Liability

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balance at June 30, 2018	\$ 1,590,773	611,196	979,577
Changes for the year:			
Service cost	64,653	-	64,653
Interest	86,998	-	86,998
Net investment income	-	35,184	(35,184)
Employer contributions	-	111,968	(111,968)
Benefit payments	(94,680)	(94,680)	-
Assumption changes	(82,279)	-	(82,279)
Net changes	(25,308)	52,472	(77,780)
Balance at June 30, 2019	\$ 1,565,465	663,668	901,797

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.30% explicit rate / 2.51% implicit rate) or 1-percentage-point higher (7.30% explicit rate / 4.51% implicit rate) than the current discount rate (6.30% explicit rate / 3.51% implicit rate):

			Current	Current	Current
			Rate - 1%	Rate	Rate + 1%
District's Net OPEB liability	K	\$_	1,084,885	901,797	748,924

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.50% decreasing to 4.00%) or 1-percentage-point higher (8.50% decreasing to 6.00%) than the current healthcare cost trend rates (7.50% decreasing to 5.00%):

	Current Trend - 1%	Current Trend	Current Trend +1%
District's Net OPEB liability	\$ 702,515	901,797	1,199,940

(7) Other Post-Employment Benefits (OPEB) Plan, continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2019, the District recognized OPEB expense of \$99,439. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between projected and actual earnings on plan investments	\$ -	(3,128)
Changes in assumptions	_	(80,761)
Total	\$ _	(83,889)

Amounts reported as deferred outflows(inflows) of resources related to OPEB will be recognized in OPEB expense as follows:

Actuarially D	etermined Deferr	ed Outflows (Inf	lows) - OPEB
	Diffe re nce s		
ŀ	etween Projec <mark>te</mark> d		
	and Actual		
Year Ended	Earnings on	Changes in	Net, Deferred
June 30,	Plan Investments	Assumptions	(Inflows)
2019	\$ (1,301)	(11,861)	(13,162)
2020	(1,301)	(11,861)	(13,162)
2021	(1,300)	(11,861)	(13,161)
2022	774	(11,861)	(11,087)
2023	-	(11,861)	(11,861)
Thereafter		(21,456)	(21,456)
Total	\$ (3,128)	(80,761)	(83,889)

(8) Defined Benefit Pension Plan

Plan Description

The District participates in the San Bernardino County Employees' Retirement Association (SBCERA) – a cost-sharing multiple-employer defined benefit public employee Retirement Association whose main function is to provide service retirement, disability, death and survivor benefits to the General and Safety members employed in the County of San Bernardino. SBCERA provides retirement benefits to the employee of the District. SBCERA issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be obtained from their executive office at 348 W. Hospitality Lane, Third Floor, San Bernardino, CA 92415-0014 or visiting the website at www.SBCERA.org.

(8) Defined Benefit Pension Plan, continued

Benefits Provided

SBCERA provides service retirement, disability, death and survivor benefits to eligible employees. Generally, any employee of the County of San Bernardino or participating employers who is appointed to a regular position whose service is greater than fifty percent of the full standard of hours required by a participating SBCERA employer (e.g. 20 hours per week or more) must become a member of SBCERA effective on the first day of employment. There are separate retirement benefits for General and Safety member employees. Safety membership is extended to those involved in active law enforcement and fire suppression. All other members are classified as General members.

There are currently two tiers applicable to both General and Safety members. Members with membership dates before January 1, 2013 are included in General Tier 1 or Safety Tier 1. Any new member who becomes a member on or after January 1, 2013 is designated as General Tier 2 or Safety Tier 2 and is subject to the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA).

The District participates in the SBCERA's General Tier. The provisions and benefits for the SBCERA General Tier in effect at June 30, 2019, are as follows:

Tier 1 members are eligible for Early Retirement once they attain the age of 70 regardless of service or at age 50 and have acquired 10 or more years of retirement service credit or with 30 years of service regardless of age. Tier 2 members are eligible for Early Retirement once they attain the age of 70 regardless of service or at age 52 and have acquired five or more years of retirement service credit.

The retirement benefit the member will receive is based upon age at retirement, final average compensation, years of retirement service credit, and retirement plan and tier.

Tier 1 benefit is calculated pursuant to the provisions of California Government Code of Section 31676.15. The monthly allowance is equal to 2% of final compensation times years of accrued retirement service credit times age factor from Section 31676.15. Tier 2 benefit is calculated pursuant to the provisions found in California Government Code Section 7522.20(a). The monthly allowance is equal to the final compensation multiplied by years of accrued retirement credit multiplied by the age factor from Section 7522.20(a).

For Tier 1 members, the maximum monthly retirement allowance is 100% of final compensation. There is no final compensation limit on the maximum retirement benefit for Tier 2 members. However, the maximum amount of compensation earnable that can be taken into account for 2019 for Tier 1 members with membership dates on or after July 1, 1996 is \$280,000. The maximum amount of pensionable compensation for Tier 2 members that can be taken into account for 2019 is equal to \$149,016. These limits are adjusted on an annual basis. Tier 1 members and employers are exempt from paying contributions on compensation earnable paid in excess of the annual cap. In addition, Tier 1 members are exempt from paying member contributions once they have reached 30 or more years of service. Tier 2 members and employers are exempt from paying contributions on pensionable compensation paid in excess of the annual cap.

Final average compensation consists of the highest 12 consecutive months for Tier 1 members and the highest 36 consecutive months for Tier 2 members.

(8) Defined Benefit Pension Plan, continued

Benefits Provided, continued

The member may elect an unmodified retirement allowance, or choose an optional retirement allowance. The unmodified retirement allowance provides the highest monthly benefit and a 60% continuance to an eligible surviving spouse or domestic partner. An eligible surviving spouse or domestic partner is one married to or registered with the member one year prior to the effective retirement date or at least two years prior to the date of death and has attained age 55 on or prior to the date of death. There are four optional retirement allowances the member may choose. Each of the optional retirement allowances requires a reduction in the unmodified retirement allowance in order to allow the member the ability to provide certain benefits to a surviving spouse, domestic partner, or named beneficiary having an insurable interest in the life of the member.

SBCERA provides an annual cost-of-living benefit to all retirees. The cost-of-living adjustment, based upon the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario Area, is capped at 2.0%.

Contributions

The District and 17 other participating employers contribute to the retirement plan based upon actuarially determined contribution rates adopted by the Board of Retirement. Employer contribution rates are adopted annually based upon recommendations received from SBCERA's actuary after the completion of the annual actuarial valuation. The average employer contribution rate as of June 30, 2018 for 2017-2018 (based on the June 30, 2016 valuation) was 27.55% of compensation.

For the year ended June 30, the contributions recognized as part of pension expense for the Plan are as follows:

	_	2019
Contributions - employer	\$	1,417,654

Net Pension Liability

As of June 30, the District report net pension liabilities for its proportionate share of the net pension liability of the Plan as follows:

	2019
Proportionate share of net pension liability	\$ 9,922,632

The District's net pension liability for the Plan is measured as the proportionate share of the net pension liability. As of June 30, 2019, the net pension liability of the Plan is measured as of June 30, 2018 (measurement date). The total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined.

(8) Defined Benefit Pension Plan, continued

Net Pension Liability, continued

The District's proportionate share of the net pension liability for the Plan as of the measurement date June 30, 2018, was as follows:

	Ge ne ral	
	Plan	
Proportional share – June 30, 2017	0.383	%
Proportional share – June 30, 2018	0.392	
Change – Increase (Decrease)	0.009	%

Deferred Pension Outflows (Inflows) of Resources

For the year ended June 30, 2019, the District recognized pension expense of \$2,019,220. As June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	20	19
	Outflows of	Inflows of
Description	Resources	Resources
Pension contributions subsequent		
to the measurement date	1,586,260	-
Net differences between projected and		
actual earnings on plan investments	-	(180,655)
Changes in assumptions	2,012,429	-
Changes in proportions and differences		
between actual contribution and		
proportionate share of contribution	404,363	(432,166)
Differences between actual and expected		
experience		(638,473)
Total	4,003,052	(1,251,294)

As of June 30, 2019, the District reported \$1,586,260 as deferred outflows of resources related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2020.

(8) Defined Benefit Pension Plan, continued

Deferred Pension Outflows (Inflows) of Resources, continued

As of June 30, 2019, other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

	De fe rre d
Fiscal Year	Outflows/
Ending	(Inflows) of
June 30,	 Resources
2020	\$ 682,271
2021	271,514
2022	(231,287)
2023	322,749
2024	116,634
2025	3,617

Actuarial Assumptions

The total pension liabilities in the June 30, 2018, actuarial valuation were determined using the following actuarial assumptions and methods:

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A chiaria L	assumptions:
Actualiai	assumbuons.

Actuarial valuation date	June 30, 2018
Actuarial cost method	Entry age actuarial cost method
Amortization method	Level percent of payroll
Investment rate of return ⁽¹⁾	7.25%
Inflation	3.00%
Projected salary increases ⁽²⁾	General: 4.50% to 14.50%
Cost-of-Living adjustment	Contingent upon consumer price index with a 2.00% maximum
Administrative expenses	0.70% of payroll

- (1) Includes inflation at 3.00% and is net of pension plan investment expenses.
- (2) Includes inflation at 3.00%, real "across the board" salary increases of 0.50%, and merit and promotional increases. Amounts vary by service.

The mortality rates used are as follows:

Healthy	Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table set forward one year for males, projected generationally with the two-dimensional MP-2016 project scale.
Disabled	Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table set forward seven years, projected generationally with the two-dimensional MP-2016 projection scale.
Beneficiaries	Beneficiaries are assumed to have the same mortality as a General Member of the opposite sex who is receiving a service (non-disability) retirement

(8) Defined Benefit Pension Plan, continued

Discount Rate

The discount rate used to measure the total pension liability was 7.25% for June 30, 2018. The projection of cash flows used to determine the discount rate assumed employer and member contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employee and employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of returns on pension plan investments of 7.25% was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation but before deducting investment expenses are shown in the following table. This information was used in the derivation of the long-term expected investment rate of return assumption for the June 30, 2018 actuarial valuation. This information will change every three years based on the actuarial experience study.

The table below reflects the long-term expected real rate of return by asset class.

	Target	Long-Term Expected Real Rate of Return
Asset Class	Allocation	(Arithmetic)
Large Cap U.S. Equity	8.00	% 5.61 %
Small Cap U.S. Equity	2.00	6.37
Developed International Equity	6.00	6.96
Emerging Market Equity	6.00	9.28
U.S. Core Fixed Income	2.00	1.06
High Yield/Credit Strategies	13.00	3.65
Global Core Fixed Income	1.00	0.07
Emerging Market Debt	6.00	3.85
Real Estate	9.00	4.37
International Credit	11.00	6.75
Absolute Return	13.00	3.56
Real Assets	5.00	6.35
Private Equity	16.00	8.47
Cash & Equivalents	2.00	(0.17)
Total	100.00	

(8) Defined Benefit Pension Plan, continued

Sensitivity of the Proportionate Share of Net Pension Liability to Changes in Discount Rate

The following table presents the District's proportionate share of the net position liability for the Plan, calculated using the discount rate for the Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one-percentage point lower or one-percentage point higher than the current rate.

		Current				
		Discount	Discount	Discount		
	Rate - 1%		Rate	Rate + 1%		
	_	(6.25%)	(7.25%)	(8.25%)		
District's Net Pension Liability	\$	14,628,685	9,922,632	6,062,517		

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued SBCERA financial reports. See pages 49 and 50 for the Required Supplementary Information.

(9) Net Investment in Capital Assets

Net investment in capital assets is calculated as follows:

	_	2019
Net investment in capital assets:		
Capital assets - not being depreciated	\$	278,568
Capital assets - being depreciated, net		1,733,693
Total net investment in capital assets	\$	2,012,261

(10) Restricted Net Position

Restricted net position is calculated as follows:

	 2019
Restricted:	
Restricted cash and cash equivalent –	
Mobile Emissions Program (AB 2677)	\$ 2,468,650
Restricted cash and cash equivalent -	
Carl Moyer Fund	 1,250,855
Total restricted	\$ 3,719,505

(11) Unrestricted Net Position

The District's Governing Board has designated the use of the District's June 30 unrestricted net position as follows:

	 2019
Unrestricted:	
Unfunded reserves	\$ (6,494,925)
Prepaids	5,844
Operating cash reserve	765,700
Building improvement reserves	200,000
Legal and litigation reserves	300,000
Retirement reserves	200,000
Budget stabilization	250,000
Compensated absences	150,000
Total unrestricted	\$ (4,623,381)

(12) Management Contract Revenue

Antelope Valley Air Quality Management District

On April 19, 2016, the District entered into an agreement with the Antelope Valley Air Quality Management District (AVAQMD) to provide air pollution control services, including administration and operations, to meet the regulatory and legislative responsibilities of the AVAQMD.

The agreement commenced on January 1, 2016 and expires on June 30, 2021. The agreement carries an option to extend services for two years.

The contracts compensation terms include: (1) actual cost reimbursement for the purchase of materials for supplies, (2) the AVAQMD payment of the pro-rata share of base salary and associated employment benefits of Program Staff, (3) the District provides utilization of its file management system, accounting system, compliance and permit system, and air monitoring data collection and reporting system, which AVAQMD will cover costs for enhancements and maintenance, (4) The District may assess a proportionate share of the purchase cost/service costs to the AVAQMD not to exceed a proportionate amount based on the ratio of operating permits between both Districts, and (5) the AVAQMD will pay a charge to cover administrative overhead and compensate the District for indirect costs of delivering services. The charge is calculated at 14% of the total billed each month for services added to each invoice.

The District provides professional officers and employees. The District is responsible for the payment of all salaries and benefits, including health and dental benefits, union benefits, related employment taxes, and pension contributions. Upon termination of the agreement any dedicated staff will be transitioned from the District to the AVAQMD.

Payment of costs is billed monthly at 1/12th of the annual contract amount. On a quarterly basis, the District will reconcile actual costs. At June 30, 2019, the District reported management contract revenue of \$1,381,945.

(13) Deferred Compensation Savings Plan

For the benefit of its employees, the District participates in a 457 Deferred Compensation Program (Program). The purpose of this Program is to provide deferred compensation for public employees that elect to participate in the Program. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency. Until the funds are paid or otherwise made available to the employee, the employee is not obligated to report the deferred salary for income tax purposes.

Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District, and are not subject to claims of the District's general creditors. Market value of all plan assets held in trust by ING Aetna Financial Service, Inc. at June 30, 2019, was \$6,116,373.

The District has implemented GASB Statement No. 32, Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net position.

(14) Operating Leases

The District has entered into several operating leases with Enterprise FM Trust for the purpose of leasing vehicles. The operating leases call for monthly payments ranging from \$3,654 to \$4,443 through 2020. Future rent payments subsequent to year end are as follows:

Year ending	
June 30,	Amount
2020	\$ 11,059
Total	\$ 11,059

For the year ended June 30, 2019, the District's rent expense amounted to \$34,688.

(15) Risk Management

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District is a member of the Special District Risk Management Authority (SDRMA), an intergovernmental risk sharing joint powers authority created to provide self-insurance programs for California special districts. The purpose of the SDRMA is to arrange and administer programs of self-insured losses and to purchase excess insurance coverage.

At June 30, 2019, the District participated in the liability and property programs of the SDRMA as follows:

- Property coverage consists of \$1 billion pool limit, replacement cost of scheduled property; boiler & machinery of \$100 million pool limit, replacement cost of scheduled property.
- Pollution liability of \$2 million per pollution condition or indoor environmental condition.
- General liability insurance consists of bodily injury, property damage, employment benefits, employee/public officials E&O, and employment practices liability of \$5 million per occurrence; employee/public officials dishonesty of \$1 million per occurrence; and public officials personal liability of \$500,000 per occurrence.

(15) Risk Management, continued

- Auto liability insurance consists of auto bodily injury and auto property damage of \$5 million per occurrence.
- Auto physical damage coverage subject to selected comprehensive and collision deductibles (option of \$250/\$500, \$500/\$1,000 or comprehensive only of \$250/\$500).
- Workers' compensation insurance of \$5 million per occurrence.

Settled claims, if any, have not exceeded any of the coverage amounts in the last three fiscal years. There were no reductions in insurance coverage in fiscal years ending June 30, 2019, 2018, and 2017. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no material IBNR claim payables as of June 30, 2019, 2018, and 2017.

(16) Governmental Accounting Standards Board Statements Issued, Not Yet Effective

The Governmental Accounting Standards Board (GASB) has issued several pronouncements prior to the report date, that have effective dates that may impact future financial presentations.

Governmental Accounting Standards Board Statement No. 84

In January 2017, the GASB issued Statement No. 84 – *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged.

Governmental Accounting Standards Board Statement No. 87

In June 2017, the GASB issued Statement No. 87 – *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

(16) Governmental Accounting Standards Board Statements Issued, Not Yet Effective, continued

Governmental Accounting Standards Board Statement No. 89

In June 2018, the GASB issued Statement No. 89 – Accounting for Interest Cost incurred Before the End of a Construction Period. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.

Governmental Accounting Standards Board Statement No. 90

In August 2018, the GASB issued Statement No. 90 – Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

For all other holdings of a majority equity interest in a legally separate organization, a government should report the legally separate organization as a component unit, and the government or fund that holds the equity interest should report an asset related to the majority equity interest using the equity method. This Statement establishes that ownership of a majority equity interest in a legally separate organization results in the government being financially accountable for the legally separate organization and, therefore, the government should report that organization as a component unit.

This Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. Transactions presented in flows statements of the component unit in that circumstance should include only transactions that occurred subsequent to the acquisition.

(16) Governmental Accounting Standards Board Statements Issued, Not Yet Effective, continued

Governmental Accounting Standards Board Statement No. 90, continued

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. The requirements should be applied retroactively, except for the provisions related to (1) reporting a majority equity interest in a component unit and (2) reporting a component unit if the government acquires a 100 percent equity interest. Those provisions should be applied on a prospective basis.

Governmental Accounting Standards Board Statement No. 91

In May 2019, the GASB issued Statement No. 91 – Conduit Debt Obligations. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

This Statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged.

(17) Commitments and Contingencies

Grant Awards

Grant funds received by the District are subject to audit by grantor agencies. Such audit could lead to requests for reimbursements to grantor agencies for expenditures disallowed under terms of the grant. Management of the District believes that such disallowances, if any, would not be significant.

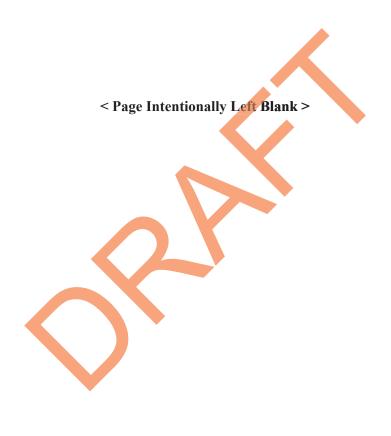
Litigation

In the ordinary course of operations, the District is subject to claims and litigation from outside parties. After consultation with legal counsel, the District believes the ultimate outcome of such matters, if any, will not materially affect its financial condition.

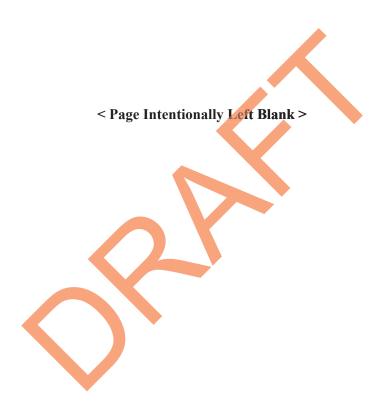
(18) Subsequent Events

Events occurring after June 30, 2019, have been evaluated for possible adjustment to the financial statements or disclosure as of January 27, 2020, which is the date the financial statements were available to be issued. The District is not aware of any further subsequent events that would require recognition or disclosure in the financial statements.









Mojave Desert Air Quality Management District Schedules of Change in the District's Net OPEB Liability and Related Ratios As of June 30, 2019 Last Ten Fiscal Years*

	_	2019	2018
Total OPEB Liability			
Service cost	\$	64,653	64,270
Interest		86,998	81,969
Changes in assumptions		(82,279)	(11,653)
Benefit payments	_	(94,680)	(91,784)
Net change in total OPEB liability		(25,308)	42,802
Total OPEB liability - beginning	_	1,590,773	1,547,971
Total OPEB liability - ending	\$ _	1,565,465	1,590,773
Plan Fiduciary Net Position			
Contributions employer	\$	111,968	27,623
Net investment income		35,184	47,928
Benefit payments		(94,680)	(91,784)
Expenses	4	<u> </u>	(1,639)
Net change in plan fiduciary net pos	ition	52,472	(17,872)
Plan fiduciary net position – beginning	ng _	611,196	629,068
Plan fiduciary net position – ending	\$_	663,668	611,196
Net OPEB liability – ending	\$ =	901,797	979,577
Covered payroll	\$_	6,443,315	6,008,949
Net OPEB liability as a percentage			
of covered payroll	_	14.00%	16.30%

Notes:

Change in Benefit Terms - For the measurement date June 30, 2018, there were no changes in the benefit terms.

Change of Assumptions – For the measurement date June 30, 2018, the discount rate for implicit costs was reduced from 3.89% to 3.51%

^{*} Historical information presented above follows the measurement periods for which GASB 74 & 75 were applicable. The fiscal year ended June 30, 2018, (valuation date of June 30, 2017) was the first year of implementation required by GASB 74 & 75, therefore only one year is shown.

Mojave Desert Air Quality Management District District's Proportionate Share of Net Pension Liability As of June 30, 2019 Last Ten Fiscal Years*

		Reporting date June 30,							
Description	2019		2018	2017	2016	2015	2014		
District's proportion of the net pension liability		0.392%	0.383%	0.375%	0.401%	0.419%	0.382%		
District's proportionate share of the net pension liability	\$_	9,922,632	10,094,423	9,252,237	7,782,355	7,124,444	7,580,519		
District's covered Payroll	\$_	4,206,347	4,139,787	4,122,720	3,918,233	3,852,547	3,454,500		
District's proportionate share of the net pension liability as a percentage of its covered payroll		235.90%	243.84%	224.42%	198.62%	184.93%	219.44%		
Plan's fiduciary net position as a percentage of the Plan's total pension liability		70.98%	69.07%	67.94%	71.70%	71.73%	66.38%		

Notes:

Changes in Benefit Terms – For the measurement date June 30, 2018, there were no changes in the benefit terms.

Changes of Assumptions – For the measurement date June 30, 2018, there were no changes in actuarial assumptions or methods.

^{*} Historical information presented above follows the measurement periods for which GASB 68 & 71were applicable. The fiscal year ended June 30, 2015 was the first year of implementation required by GASB 68 & 71, therefore only four years are shown.

Mojave Desert Air Quality Management District Pension Plan Contributions

As of June 30, 2019 Last Ten Fiscal Years*

	_	Reporting date June 30,							
Schedule of Pension Plan Contributions		2019	2018	2017	2016	2015	2014		
Actuarially determined contribution	\$	1,399,966	1,324,459	1,326,230	1,167,928	898,449	1,086,330		
Contributions in Relation to the Actuarially Determined Contribution	_	(1,586,260)	(1,417,654)	(1,328,520)	(1,312,568)	(898,449)	(1,086,330)		
Contribution Deficiency (Excess)	\$_	(186,294)	(93,195)	(2,290)	(144,640)				
Covered Payroll	\$_	4,206,347	4,139,787	4,122,720	3,918,233	3,852,547	3,454,500		
Contribution's as a percentage of Covered-employee Payroll	_	33.28%	31.99%	32.17%	29.81%	23.32%	31.45%		

Notes:

^{*} Historical information presented above follows the measurement periods for which GASB 68 & 71 were applicable. The fiscal year ended June 30, 2015, was the first year of implementation required by GASB 68 & 71, therefore only five years are shown.

Mojave Desert Air Quality Management District Budget Comparison Schedule – General Fund For the Year Ended June 30, 2019

	Adopted Original Budget	Board Approved Changes	Revised Budget	Actual Budgetary Basis	Variance Positive (Negative)
Revenues:					
Program revenues:					
Charges for services:					
Application and permit fees	4,671,000	-	4,671,000	4,887,637	216,637
Management contract – AVAQMD	1,300,250	-	1,300,250	1,381,945	81,695
Operating grants:					
Assembly Bill 2766	1,050,000	-	1,050,000	1,039,648	(10,352)
State grants	191,172	-	191,172	2,098,350	1,907,178
State subvention	138,000	-	138,000	134,695	(3,305)
Federal grants	148,900	-	148,900	151,117	2,217
California Clean Air Act	67,000	-	67,000	63,304	(3,696)
Other programs	24,000		24,000	16,445	(7,555)
Total program revenues	7,590,322		7,590,322	9,773,141	2,182,819
General revenues:					
Fines, forfeitures, and penalties	213,000		213,000	293,378	80,378
Investment earnings	16,000	-	16,000	60,121	44,121
Other revenue				10,509	10,509
Total program revenues	229,000		229,000	364,008	135,008
Total revenues	7,819,322	_	7,819,322	10,137,149	2,317,827
Expenditures:					
Salaries and benefits	6,747,669	-	6,747,669	6,353,423	394,246
Services and supplies	816,347	-	816,347	929,437	(113,090)
Contributions	90,000	-	90,000	970,906	(880,906)
Capital outlay	130,000		130,000	108,462	21,538
Total expenditures	7,784,016		7,784,016	8,362,228	(578,212)
Excess(deficiency) of revenue over expenditures	35,306	-	35,306	1,774,921	1,739,615
Other Financing sources:					
Transfers out – OPEB Trust				(350,000)	(350,000)
Net change in fund balance	35,306		35,306	1,424,921	1,389,615
Fund balance – beginning of year	1,787,266		1,787,266	4,056,752	
Fund balance – end of year	1,822,572		1,822,572	5,481,673	

Mojave Desert Air Quality Management District Budget Comparison Schedule – Mobile Emissions Program (AB 2766) For the Year Ended June 30, 2019

	_	Adopted Original Budget	Board Approved Changes	Revised Budget	Actual Budgetary Basis	Variance Positive (Negative)
Revenues:						
Program revenues:						
Operating grants:						
Assembly Bill 2766	\$	711,966	-	711,966	693,099	(18,867)
General revenues:						
Investment earnings	_				59,119	59,119
Total revenues	_	711,966		711,966	752,218	40,252
Expenditures:						
Contributions	_			-	1,230,256	(1,230,256)
Total expenditures	_			_	1,230,256	(1,230,256)
Excess(deficiency) of revenue over expenditures	_	711,966		711,966	(478,038)	(1,190,004)
Net change in fund balance		711,966	_	711,966	(478,038)	1,190,004
Fund balance – beginning of year	_	3,007,463		3,007,463	3,007,463	
Fund balance – end of year	\$	3,719,429		3,719,429	2,529,425	

Mojave Desert Air Quality Management District Budget Comparison Schedule – Carl Moyer Fund For the Year Ended June 30, 2019

	_	Adopted Original Budget	Board Approved Changes	Revised Budget	Actual Budgetary Basis	Variance Positive (Negative)
Revenues:						
Program revenues:						
Operating grants	\$	792,704	-	792,704	1,510,018	717,314
General revenues:						
Investment earnings	_	8,900		8,900	(20,904)	(29,804)
Total revenues	_	801,604		801,604	1,489,114	687,510
Expenditures:						
Services and supplies		-	-	-	122,097	(122,097)
Contributions	_	693,616		693,616	1,387,921	(694,305)
Total expenditures	_	693,616		693,616	1,510,018	(816,402)
Excess(deficiency) of revenue over expenditures	_	107,988		107,988	(20,904)	(128,892)
Net change in fund balance		107,988	_	107,988	(20,904)	(128,892)
Fund balance – beginning of year	_	30,469		30,469	30,469	
Fund balance – end of year	\$	138,457		138,457	9,565	

Mojave Desert Air Quality Management District Notes to the Required Supplementary Information June 30, 2019

Budgets and Budgetary Data

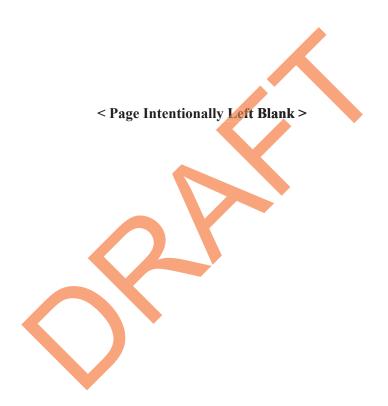
The District follows specific procedures in establishing the budgetary data reflected in the financial statements. Each year, the District's Executive Director prepares and submits an operating budget to the Governing Board and is adopted no later than June of each year. Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. Annual budgets are adopted on the modified accrual basis of accounting for government fund types. The adopted budget becomes operative on July 1.

The Governing Board must approve all supplemental appropriations to the budget and transfers between major funds. The legal level of budgetary control is at the fund level. Budget information is presented as required supplementary information for the General fund, Mobile Emissions Program (AB 2766) fund, and the Carl Moyer fund.





Report on Internal Controls and Compliance



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board Mojave Desert Air Quality Management District Victorville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Mojave Desert Air Quality Management District (District), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 27, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

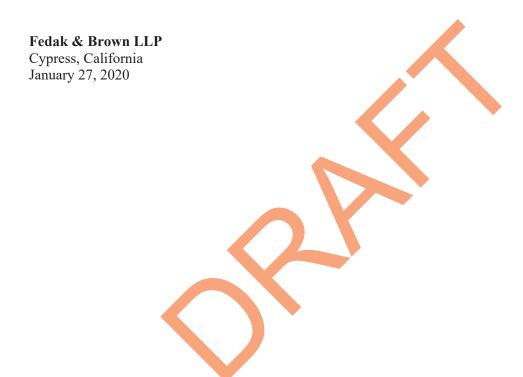
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Independent Auditor's Report on Internal Controls Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, continued

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$800,000.00 in Community Air Protection Funds to Adelanto Elementary School District to replace two (2) diesel school buses with two (2) zero-emission all-electric school buses; (2) authorize the Executive Director/APCO the option to change the funding source if other applicable sources become available; and, 3) authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Jorge Camacho, Grants Specialist.

Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #14

PAGE 1

DATE: February 24, 2020

RECOMMENDATION: 1) Award an amount not to exceed \$800,000.00 in Community Air Protection Funds to Adelanto Elementary School District to replace two (2) diesel school buses with two (2) zero-emission all-electric school buses; (2) authorize the Executive Director/APCO the option to change the funding source if other applicable sources become available; and, 3) authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

SUMMARY: This item awards a grant in an amount not to exceed \$800,000.00 using Year 1 and Year 2 Community Air Protection Program to Adelanto Elementary School District to replace two (2) diesel school buses with two (2) zero-emission all-electric school buses with the option to replace a third school bus when funding becomes available.

BACKGROUND: Assembly Bill 617 of July 26, 2017, authorized the California Air Resource Board (CARB) to support the Community Air Protection Program (CAP). CARB provided Greenhouse Reduction Funds through the Carl Moyer Program to support early actions that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure. The grant funds provide financial incentives to both public and private sectors to reduce emissions by retiring and replacing older equipment with newer cleaner engine technologies.

MDAQMD received an application from Adelanto School District to replace three (3) diesel school buses with zero-emission all-electric school buses. In upgrading their equipment, the district expects to see a reduction in NOx, ROGs and PM emissions within the boundaries of a disadvantaged/low income community. Staff recommends the Board approves the grant expenditure based on staff affirmation that the project is eligible in all aspects of the grant requirements and the award aligns with the goals of the CAP program.

MINUTES OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT VICTORVILLE, CALIFORNIA

AGENDA ITEM #14

PAGE 2

REASON FOR RECOMMENDATION: Governing Board approval is required to: (1) fund grant projects for the CAP Program (2) utilize available and alternative funding, (3) delegate to the Executive Director/APCO authority to negotiate and execute agreements with the grant recipient

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about February 10, 2020.

FINANCIAL DATA: No increase in appropriation is anticipated and sufficient funds are available in CAP funding.

PRESENTER: Jorge Camacho, Grants Specialist.