



## AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
LA PUENTE VALLEY COUNTY WATER DISTRICT  
112 N. FIRST STREET, LA PUENTE, CALIFORNIA  
MONDAY, DECEMBER 9, 2024, AT 4:30 PM**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. OATH OF OFFICE**

William R. Rojas

David E. Argudo

**4. ROLL CALL OF BOARD OF DIRECTORS**

President Rojas\_\_\_\_ Vice President Escalera\_\_\_\_ Director Argudo\_\_\_\_

Director Barajas\_\_\_\_ Director Hernandez\_\_\_\_

**5. PUBLIC COMMENT**

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

**6. ADOPTION OF AGENDA**

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

**7. APPROVAL OF CONSENT CALENDAR**

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

A. Approval of Minutes of the Regular Meeting of the Board of Directors held on November 25, 2024.

B. Approval of District's Expenses for the Month of November 2024.

- C. Approval of City of Industry Waterworks System Expenses for the Month of November 2024.
- D. Receive and File the District's Water Sales Report for November 2024.
- E. Receive and File the City of Industry Waterworks System's Water Sales Report for November 2024.
- F. Receive and File the CIWS Quarterly Report for the 1<sup>st</sup> Quarter of 2024-25 FY.

## 8. ACTION / DISCUSSION ITEMS

- A. Cancellation of December 23, 2024, Regular Meeting of the Board of Directors.  
**Recommendation:** Board Discretion.
- B. Cancellation of January 13, 2025, Regular Meeting of the Board of Directors.  
**Recommendation:** Board Discretion.
- C. Consideration of Resolution No. 306, Revising the Districts Employee Policies and Procedures Manual.  
**Recommendation:** Adopt Resolution No. 306.
- D. Consideration of Annual Cost of Living Adjustment for District Employees for an Effective Date of January 1, 2025.  
**Recommendation:** Board Discretion.
- E. Review and Approval of the Proposed District Budget for Period Ending December 31, 2025.  
**Recommendation:** Approve the Proposed District Budget for Period Ending December 31, 2025.
- F. Approval of the Proposed 2025 Salary Schedule for an Effective Date of January 1, 2025.  
**Recommendation:** Approve the Proposed 2025 Salary Schedule.

## 9. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

**Recommendation:** Receive and File.

## 10. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT

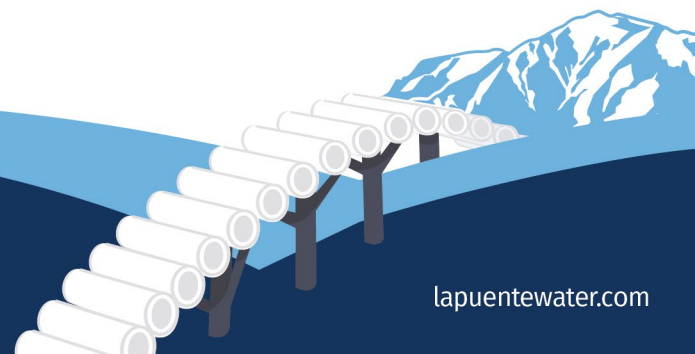
**Recommendation:** Receive and File.

## 11. ADMINISTRATIVE REPORT

## 12. GENERAL MANAGER'S REPORT

## 13. OTHER ITEMS

- A. Upcoming Events.
- B. Information Items.



**14. ATTORNEY’S COMMENTS**

**15. BOARD MEMBER COMMENTS**

- A. Report on Events Attended.
- B. Other Comments

**16. CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2))  
  
Significant Exposure to Litigation Pursuant Subdivision (D)(2) of Government Code Section 54956.9: Two Cases
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
  
POSITION: GENERAL MANAGER

**17. CLOSED SESSION REPORT**

**18. ACTION ITEM**

- A. Consideration and Possible Approval of Amendments to General Manager’s Employment Contract.

**19. FUTURE AGENDA ITEMS**

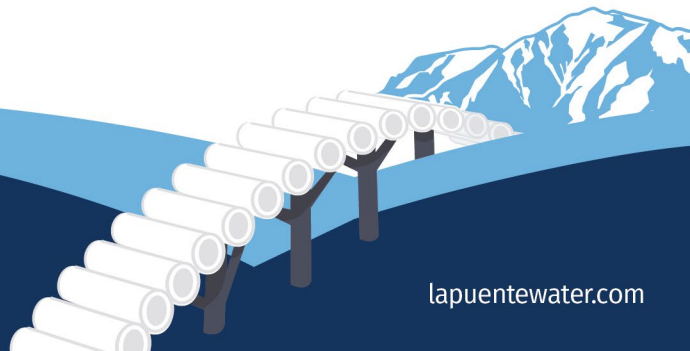
**20. ADJOURNMENT**

**POSTED:** Thursday, December 5, 2024.

President William R. Rojas, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Roy Frausto, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

**Note:** Agenda materials are available for public inspection at the District office or visit the District’s website at [www.lapuentewater.com](http://www.lapuentewater.com).





**Item 7**  
**Consent Calendar**





**MINUTES**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
LA PUENTE VALLEY COUNTY WATER DISTRICT  
112 N. FIRST STREET, LA PUENTE, CALIFORNIA  
MONDAY, NOVEMBER 25, 2024, AT 4:30 PM**

**1. CALL TO ORDER**

President Rojas called the meeting to order at 4:30 pm.

**2. PLEDGE OF ALLEGIANCE**

President Rojas led the Pledge of Allegiance.

**3. ROLL CALL OF BOARD OF DIRECTORS**

<b>President</b>	<b>Vice President</b>	<b>Director</b>	<b>Director</b>	<b>Director</b>
<b>Rojas</b>	<b>Escalera</b>	<b>Argudo</b>	<b>Barajas</b>	<b>Hernandez</b>
Present	Present	Absent	Present	Absent

*Director Argudo was not present during roll call and arrived at the meeting at 4:34 pm.*

**OTHERS PRESENT**

**Staff and Counsel:** General Manager & Board Secretary, Roy Frausto; Customer Service & Accounting Supervisor, Shaunte Maldonado, HR Coordinator/Admin Assistant, Angelina Padilla; Operations & Maintenance Superintendent, Paul Zampietro; Water Treatment & Supply Superintendent, Cesar Ortiz; and District Counsel, James Ciampa were present.

**4. PUBLIC COMMENT**

None.

**5. ADOPTION OF AGENDA**

Motion: Adopt Agenda  
1st: President Rojas  
2nd: Vice President Escalera

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Absent

Motion carried by a vote of: 3 Yes, 0 No, 0 Abstain, 2 Absent

**6. APPROVAL OF CONSENT CALENDAR**

Motion: Approval of Consent Calendar

1st: President Rojas

2nd: Vice President Escalera

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Absent

Motion carried by a vote of: 3 Yes, 0 No, 0 Abstain, 2 Absent

**7. FINANCIAL REPORTS**

**A. Summary of the District’s Cash and Investments as of October 31, 2024**

Mr. Frausto provided a summary of the balances in each account and was available for any questions.

Motion: Receive and File.

1st: President Rojas

2nd: Director Barajas

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Absent

Motion carried by a vote of: 3 Yes, 0 No, 0 Abstain, 2 Absent

**B. Statement of District’s Revenue and Expenses as of October 31, 2024**

Ms. Maldonado provided a summary of the District’s revenues and expenses and was available for any questions.

Motion: Receive and File.

1st: Director Barajas

2nd: Director Argudo

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

**C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of October 31, 2024**

Ms. Maldonado provided a summary of IPU’s revenues and expenses and was available for any questions.

Motion: Receive and File.

1st: President Rojas

2nd: Director Argudo

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

## 8. WORKSHOP – 2025 DISTRICT BUDGET

Mr. Frausto gave a presentation on the proposed 2025 District budget and was available for any questions.

## 9. ACTION / DISCUSSION ITEMS

### A. Consideration of Purchase of UV Lamps for the Trojan UV Treatment System Located at the Districts BPOU Groundwater Treatment Facility

Mr. Ortiz presented the staff report on this item and was available for any questions.

Motion: Authorize the General Manager to Purchase UV Lamps from Trojan Technologies.

1st: President Rojas

2nd: Director Barajas

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

### B. Consideration of Lease of Main San Gabriel Basin Production Rights from Valencia Heights Water Company

Mr. Frausto presented the staff report on this item and was available for any questions.

Motion: Authorize the General Manager to Lease 300 Acre-Feet of 24-25 Main San Gabriel Basin Groundwater Production Rights.

1st: President Rojas

2nd: Vice President Escalera

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

### C. Consideration of Resolution No. 305 Establishing a Policy for Discontinuation of Residential Water Service for Non-Payment

Ms. Maldonado presented the staff report on this item and was available for any questions.

Motion: Approve Resolution No. 305

1st: President Rojas

2nd: Director Barajas

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

**10. OPERATIONS AND MAINTENANCE SUPERINTENDENT’S REPORT**

Mr. Zampiello presented his staff report and was available for any questions.

Motion: Receive and File

1st: President Rojas

2nd: Vice President Escalera

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

**11. TREATMENT AND SUPPLY SUPERINTENDENT’S REPORT**

Mr. Ortiz presented his staff report and was available for any questions.

Motion: Receive and File

1st: President Rojas

2nd: Director Argudo

	<b>President Rojas</b>	<b>Vice President Escalera</b>	<b>Director Argudo</b>	<b>Director Barajas</b>	<b>Director Hernandez</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Absent

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

**12. ADMINISTRATIVE REPORT**

Ms. Padilla went over Board reminders, public communication, and updates to social media and the website and was available for any questions.

**13. GENERAL MANAGER’S REPORT**

Mr. Frausto presented his report and was available for any questions.

**14. OTHER ITEMS**

**A. Upcoming Events**

Ms. Padilla reviewed the upcoming events and confirmed the Board’s planned attendance.

**B. Information Items**

Attached in Board Packet.

**15. ATTORNEY’S COMMENTS**

Mr. Ciampa wished the Board and Staff a Happy Thanksgiving.

**16. BOARD MEMBER COMMENTS**

**A. Report on Events Attended**

President Rojas and Vice President Escalera reported on their attendance to the San Gabriel Valley Water Association Annual Membership breakfast.

Vice President Escalera also reported on his attendance to the Southern California Water Utility Association luncheon.

**B. Other Comments**

None.

**17. FUTURE AGENDA ITEMS**

None

**18. CLOSED SESSION**

**The Board recessed into closed session at 5:18 pm to discuss the following items:**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2))

Significant Exposure to Litigation Pursuant Subdivision (D)(2) of Government Code Section 54956.9: One Case

**19. CLOSED SESSION REPORT**

The Board reconvened at 5:22 pm, and Mr. Ciampa presented the following report: the Board considered the claim submitted on behalf of Liliana Romero and Gustavo Gutierrez Jr., and the Board rejected the claim and directed Counsel to provide notice of rejection to the claimants.

**20. ADJOURNMENT**

President William R. Rojas adjourned the meeting at 5:23 pm.

Attest:

\_\_\_\_\_  
William Rojas, Board President

\_\_\_\_\_  
Roy Frausto, Board Secretary

## La Puente Water District November 2024 Disbursements

Check #	Payee	Amount	Description
12323	Grainger Inc	\$ 1,419.03	Field Supplies
12324	Northstar Chemical	\$ 19,810.27	Chemicals Expense
12325	Weck Laboratories Inc	\$ 3,844.50	Water Sampling
12326	Weck Laboratories Inc	\$ 3,717.00	Water Sampling
12327	ACWA/JPIA	\$ 32,414.85	Auto/General Liability Program 24/25
12328	Applied Technology Group Inc	\$ 30.00	Radio System
12329	Eide Bailly LLP	\$ 2,466.19	Administrative Support
12330	Highroad IT	\$ 1,783.00	Technical Support
12331	InfoSend	\$ 1,229.32	Billing Expense
12332	La Puente Valley Woman's Club	\$ 6,000.00	Donation
12333	Lagerlof LLP	\$ 2,035.00	Attorney Fee's
12334	Merritt's Hardware	\$ 125.26	Field Supplies
12335	Petty Cash	\$ 43.74	Administrative Expense
12336	S & J Supply Co Inc	\$ 46.19	Tools
12337	SC Edison	\$ 354.69	Power Expense
12338	Verizon Connect Fleet USA LLC	\$ 110.34	Vehicle Trackers
12339	Weck Laboratories Inc	\$ 260.70	Water Sampling
12340	Western Water Works	\$ 577.30	Field Tools and Supplies
12341	Waste Management of SG Valley	\$ 216.71	Trash Service
12342	ACWA/JPIA	\$ 7,836.41	Auto/General Liability BP Portion
12343	Alexandra Guevara	\$ 420.00	Cleaning Service
12344	Chevron	\$ 3,517.36	Truck Fuel
12345	Cintas	\$ 224.10	Uniform Service
12346	Concentra	\$ 182.00	Administrative Expense
12347	G. M. Sager Construction	\$ 13,430.00	Concrete Expense
12348	Grainger Inc	\$ 86.07	Field Supplies
12349	Public Water Agencies Group	\$ 760.94	Emergency Preparedness Program
12350	Resource Building Materials	\$ 81.58	Ferrero PRV Project
12351	S & J Supply Co Inc	\$ 79.75	Tools
12352	Spectrum Business	\$ 350.33	Telephone Service
12353	Spectrum Business	\$ 301.77	Telephone Service
12354	Sunbelt Rentals	\$ 382.67	Concrete for Ferrero PRV Project
12355	Weck Laboratories Inc	\$ 138.60	Water Sampling
12356	Western Water Works	\$ 445.28	Inventory
12357	Spectrum Business	\$ 725.11	Telephone Service
12358	State Water Resources Control Board	\$ 60.00	Jordan Navarro - D2 Renewal
12359	RC Foster Corporation	\$ 418.35	Construction Meter Refund
12360	Aurelio Ramirez	\$ 512.98	Developer Deposit Refund
12361	Aurora Salinas	\$ 72.78	Customer Overpayment Refund
12362	MCR Technologies Inc	\$ 6,427.65	Waste Water Meter
12363	Answering Service Care, LLC	\$ 215.36	Answering Service
12364	Ferguson Waterworks	\$ 1,677.50	Inventory
12365	Jack Henry & Associates	\$ 30.50	Web E-Check Fee's
12366	McMaster-Carr Supply Co	\$ 209.79	Nitrate Project

## La Puente Water District November 2024 Disbursements - continued

Check #	Payee	Amount	Description
12367	Peck Road Gravel	\$ 110.00	Concrete/Asphalt Expense
12368	San Gabriel Valley Water Company	\$ 139.03	Water Service
12369	Sunbelt Rentals	\$ 311.50	Ferrero PRV Project
12370	Uline Inc	\$ 297.06	Safety Supplies
12371	Upper San Gabriel Valley MWD	\$ 429.61	Recycled Water Bill
12372	Valley Vista Services	\$ 406.38	Trash Service
12373	Vulcan Materials Company	\$ 295.50	Asphalt Expense
12374	Stetson Engineers Inc	\$ 201.00	Engineering Support
12375	United Site Services	\$ 599.50	Restroom @ BP Plant
12376	Citi Cards	\$ 4,946.64	Administrative Expenses
12377	ACWA/JPIA	\$ 40,013.68	Health Benefits
12378	Canon Financial Services, Inc	\$ 82.77	Printer Lease
12379	Cell Business Equipment	\$ 36.51	Printer Expense
12380	Civiltec Engineering Inc	\$ 750.00	Engineering Support
12381	DMV Renewal	\$ 10.00	PTI Notice
12382	Mutual of Omaha	\$ 1,251.97	Life & Disability Insurance
12383	Pollardwater	\$ 213.77	Tools
12384	Resource Building Materials	\$ 49.28	Valve Replacement
12385	Salt Works	\$ 5,684.80	Salt Expense
12386	SC Edison	\$ 3,700.72	Power Expense
12387	State Water Resources Control Board	\$ 90.00	P. Zampiello - T3 Renewal
12388	Verizon Wireless	\$ 76.02	Cellular Service
12389	Weck Laboratories Inc	\$ 372.10	Water Sampling
12390	Western Water Works	\$ 5,619.26	Valve & Hydrant Replacement
12391	SC Edison	\$ 46,248.34	Power Expense
12392	Paul A Zampiello	\$ 3,000.00	Education Reimbursement
12393	Verizon Wireless	\$ 393.32	Cellular Service
12394	Verizon Wireless	\$ 114.03	Cellular Service
Autodeduct	Bluefin Payment Systems	\$ 1,284.41	Web Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 31.40	Tokenization Fee
Autodeduct	Wells Fargo	\$ 151.45	Merchant Fee's
Online	Home Depot	\$ 227.38	Field Supplies
Online	Lincoln Financial Group	\$ 3,014.62	Deferred Compensation
Online	CalPERS	\$ 16,667.03	Retirement Program
Online	Employment Development Dept	\$ 6,561.25	California State & Unemployment Taxes
Online	California State Disbursement Unit	\$ 692.50	Withholding Order
Online	United States Treasury	\$ 36,217.11	Federal, Social Security & Medicare Taxes
<b>Total Vendor Payables</b>		<b>\$ 295,360.91</b>	

La Puente Valley County Water District  
**Payroll Summary**  
November 2024

	<u>Nov 24</u>
<b>Employee Wages, Taxes and Adjustments</b>	
Gross Pay	
<b>Total Gross Pay</b>	146,708.91
Deductions from Gross Pay	
457b Plan Employee	-5,144.62
CalPers EEC	-4,448.41
<b>Total Deductions from Gross Pay</b>	<u>-9,593.03</u>
<b>Adjusted Gross Pay</b>	137,115.88
Taxes Withheld	
Federal Withholding	-15,836.00
Medicare Employee	-2,127.24
Social Security Employee	-7,982.52
CA - Withholding	-6,551.04
Medicare Employee Addl Tax	-161.59
<b>Total Taxes Withheld</b>	<u>-32,658.39</u>
Deductions from Net Pay	
Wage Garnishment	-690.00
<b>Total Deductions from Net Pay</b>	<u>-690.00</u>
<b>Net Pay</b>	<u><u>103,767.49</u></u>
<b>Employer Taxes and Contributions</b>	
Federal Unemployment	0.00
Medicare Company	2,127.24
Social Security Company	7,982.52
CA - Unemployment	9.57
CA - Employment Training Tax	0.64
<b>Total Employer Taxes and Contributions</b>	<u><u>11,100.59</u></u>



## La Puente Water District November 2024 Disbursements

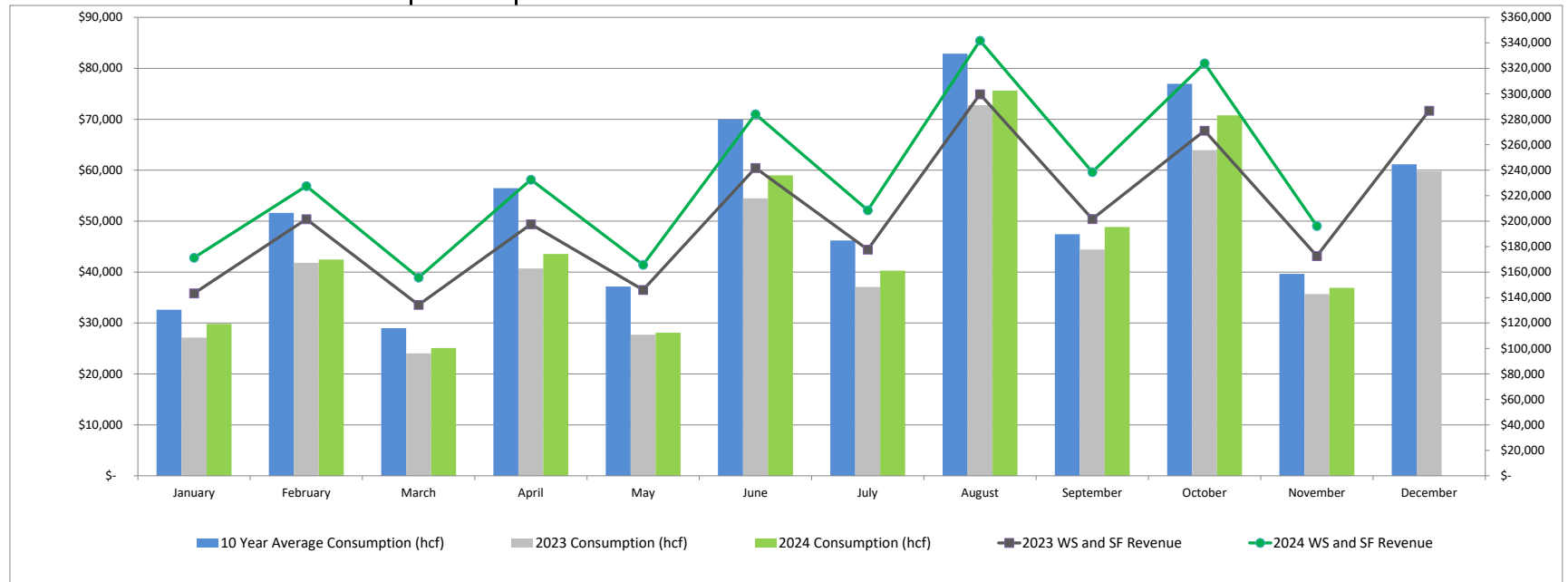
Total Vendor Payables	<u>\$ 295,360.91</u>
Total Payroll	<u>\$ 103,767.49</u>
Total November 2024 Disbursements	<u>\$ 399,128.40</u>

## Industry Public Utilities November 2024 Disbursements

Check #	Payee	Amount	Description
6396	ACWA/JPIA	\$ 24,943.53	Auto/General Liability Program 24/25
6397	Eide Bailly LLP	\$ 5,808.08	Administrative Support
6398	Highroad IT	\$ 1,069.80	Technical Support
6399	InfoSend	\$ 967.45	Billing Expense
6400	La Puente Valley County Water District	\$ 97,506.34	Labor & Vehicle Reimbursement
6401	Merritt's Hardware	\$ 41.76	Field Supplies
6402	SC Edison	\$ 2,873.66	Power Expense
6403	Verizon Connect Fleet USA LLC	\$ 110.33	Vehicle Tracking
6404	Weck Laboratories Inc	\$ 253.50	Water Sampling
6405	Petty Cash	\$ 4.83	Administrative Expense
6406	Cintas	\$ 224.08	Uniform Service
6407	G. M. Sager Construction	\$ 3,000.00	Asphalt Expense
6408	Grainger Inc	\$ 86.06	Field Supplies
6409	SC Edison	\$ 16,419.66	Power Expense
6410	SoCal Gas	\$ 14.79	Gas Expense
6411	Spectrum Business	\$ 301.77	Telephone Service
6412	Spectrum Business	\$ 62.24	Telephone Service
6413	Weck Laboratories Inc	\$ 135.00	Water Sampling
6414	Answering Service Care, LLC	\$ 215.36	Answering Service
6415	Industry Public Utility Commission	\$ 1,010.20	Industry Hills Power Expense
6416	Peck Road Gravel	\$ 110.00	Concrete & Asphalt Expense
6417	Uline Inc	\$ 297.06	Safety Supplies
6418	Vulcan Materials Company	\$ 295.50	Temporary Asphalt
6419	Citi Cards	\$ 143.12	Administrative Expense
6420	Canon Financial Services, Inc	\$ 82.76	Printer Lease
6421	Cell Business Equipment	\$ 36.50	Printing Expense
6422	Civiltec Engineering Inc	\$ 3,862.50	Salt Lake Interconnection
6423	Janus Pest Management Inc	\$ 65.00	Rodent Control
6424	Pollard Water	\$ 213.77	Tools
6425	San Gabriel Valley Water Company	\$ 1,695.30	Water Service
6426	SoCal Gas	\$ 15.78	Gas Expense
6427	Verizon Wireless	\$ 76.02	Cellular Service
6428	Weck Laboratories Inc	\$ 118.50	Water Sampling
6429	Verizon Wireless	\$ 393.31	Cellular Service
Autodeduct	Bluefin Payment Systems	\$ 2,338.21	Web Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 24.15	Tokenization Fee - October
Autodeduct	Jack Henry & Associates	\$ 20.45	Web E-Check Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 51.57	Credit Card Merchant Fee's
Online	County of LA Dept of Public Works	\$ 1,346.00	Permit Fee's
Online	Home Depot Credit Services	\$ 179.23	Field Supplies
<b>Total November 2024 Disbursements</b>		<b>\$ 166,413.17</b>	

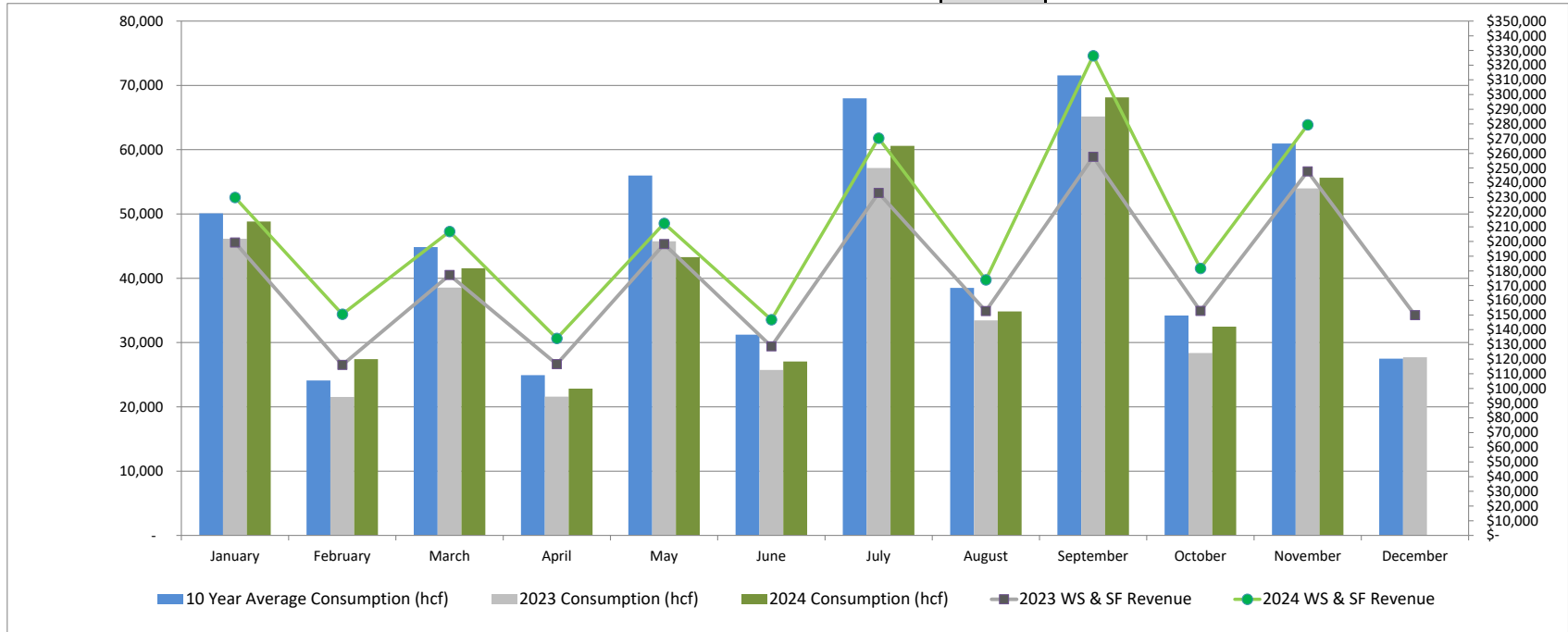
WATER SALES REPORT LPVCWD 2024

LPVCWD	January	February	March	April	May	June	July	August	September	October	November	December	YTD
No. of Customers	1,240	1,248	1,246	1,247	1,249	1,246	1,247	1,248	1,248	1,249	1,249	-	13,717
2024 Consumption (hcf)	29,833	42,463	25,086	43,562	28,101	58,981	40,280	75,630	48,838	70,772	36,909	-	500,455
2023 Consumption (hcf)	27,134	41,823	24,043	40,698	27,693	54,484	37,090	72,759	44,431	63,926	35,707	59,794	529,582
10 Year Average Consumption (hcf)	\$ 32,606	\$ 51,620	\$ 28,982	\$ 56,474	\$ 37,160	\$ 69,953	\$ 46,194	\$ 82,865	\$ 47,435	\$ 76,964	\$ 39,640	\$ 61,163	\$ 631,056
2024 Water Sales	\$ 93,824	\$ 135,368	\$ 78,021	\$ 139,504	\$ 87,886	\$ 191,345	\$ 130,558	\$ 249,458	\$ 160,043	\$ 231,211	\$ 118,038	\$ -	\$ 1,615,257
2023 Water Sales	\$ 75,152	\$ 119,224	\$ 65,978	\$ 115,709	\$ 77,681	\$ 159,271	\$ 109,107	\$ 216,962	\$ 132,867	\$ 188,707	\$ 104,039	\$ 194,015	\$ 1,558,712
2024 Service Fees	\$ 77,468	\$ 92,205	\$ 77,678	\$ 93,100	\$ 77,886	\$ 92,726	\$ 78,073	\$ 92,300	\$ 78,485	\$ 92,776	\$ 78,179	\$ -	\$ 930,875
2023 Service Fees	\$ 68,131	\$ 82,296	\$ 68,280	\$ 81,830	\$ 68,343	\$ 82,503	\$ 68,590	\$ 82,726	\$ 68,753	\$ 82,340	\$ 68,597	\$ 92,772	\$ 915,160
2024 WS and SF Revenue	\$ 171,292	\$ 227,573	\$ 155,699	\$ 232,604	\$ 165,772	\$ 284,071	\$ 208,632	\$ 341,758	\$ 238,528	\$ 323,988	\$ 196,217	\$ -	\$ 2,546,131
2023 WS and SF Revenue	\$ 143,283	\$ 201,520	\$ 134,258	\$ 197,538	\$ 146,024	\$ 241,774	\$ 177,697	\$ 299,688	\$ 201,620	\$ 271,047	\$ 172,636	\$ 286,786	\$ 2,473,872
2024 Hyd Fees	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ 750	\$ 950	\$ -	\$ 9,450
2024 DC Fees	\$ 1,346	\$ 24,213	\$ 1,033	\$ 25,364	\$ 1,033	\$ 24,980	\$ 1,033	\$ 24,481	\$ 1,658	\$ 24,980	\$ 1,033	\$ -	\$ 131,154
2024 System Revenue	\$ 173,588	\$ 252,536	\$ 157,682	\$ 258,717	\$ 167,755	\$ 309,801	\$ 210,615	\$ 366,988	\$ 241,136	\$ 349,718	\$ 198,200	\$ -	\$ 2,686,736



WATER SALES REPORT CIWS 2024

CIWS	January	February	March	April	May	June	July	August	September	October	November	December	YTD
No. of Customers	971	891	969	889	971	892	973	893	973	893	972	-	10,287
2024 Consumption (hcf)	48,824	27,419	41,544	22,823	43,287	27,061	60,584	34,839	68,126	32,462	55,645	-	462,614
2023 Consumption (hcf)	46,138	21,528	38,538	21,587	45,739	25,727	57,149	33,452	65,164	28,375	53,977	27,713	465,087
10 Year Average Consumption (hcf)	50,089	24,087	44,858	24,934	55,989	31,233	67,991	38,496	71,564	34,201	60,959	27,486	531,885
2024 Water Sales	\$ 152,132	\$ 88,433	\$ 128,604	\$ 72,093	\$ 134,366	\$ 85,005	\$ 192,286	\$ 111,836	\$ 240,447	\$ 113,373	\$ 193,354	\$ -	\$ 1,511,928
2023 Water Sales	\$ 129,349	\$ 60,205	\$ 107,228	\$ 60,663	\$ 128,297	\$ 72,801	\$ 163,037	\$ 96,550	\$ 187,318	\$ 90,475	\$ 170,151	\$ 87,681	\$ 1,353,756
2024 Service Fees	\$ 77,860	\$ 62,071	\$ 78,187	\$ 61,950	\$ 77,927	\$ 61,801	\$ 78,081	\$ 62,023	\$ 85,963	\$ 68,259	\$ 86,037	\$ -	\$ 800,158
2024 Service Fees	\$ 69,937	\$ 55,806	\$ 69,959	\$ 55,844	\$ 69,951	\$ 55,826	\$ 70,001	\$ 56,074	\$ 70,292	\$ 62,223	\$ 77,499	\$ 62,142	\$ 775,554
2024 Hyd Fees	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ 300	\$ 1,550	\$ -	\$ 10,800
2024 DC Fees	\$ 21,858	\$ 6,834	\$ 22,255	\$ 6,834	\$ 22,255	\$ 6,834	\$ 22,255	\$ 6,834	\$ 24,481	\$ 7,518	\$ 24,481	\$ -	\$ 172,442
2024 System Revenues	\$ 253,400	\$ 157,639	\$ 230,597	\$ 141,177	\$ 236,098	\$ 153,941	\$ 294,172	\$ 180,993	\$ 352,441	\$ 189,449	\$ 305,421	\$ -	\$ 2,495,329



# Memo



**Date:** November 14, 2024  
**To:** Industry Public Utilities Commission  
**Cc:** La Puente Valley County Water District, Board of Directors  
**From:** Roy Frausto, General Manager  
**Subject:** Industry Public Utilities Water Operations Quarterly Report (Jul – Sep 2024)

In accordance with the City of Industry Waterworks System (the “CIWS”) Operation and Management Agreement between the City of Industry (the “City”) and the La Puente Valley County Water District (the “District”), the District is providing the CIWS Quarterly Report for the 1st quarter of the 2024-25 fiscal year (FY). The report represents fiscal year-to-date information along with the status of various items listed under the appropriate heading.

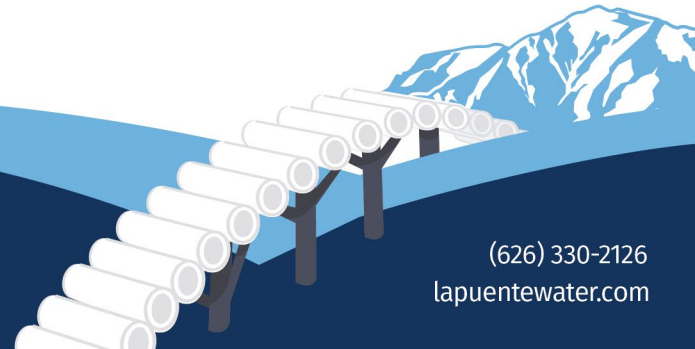
## ***Financial/Administrative***

- 2024-25 Fiscal Year Budget – A draft report of Revenue and Expenses as of September 30, 2024, is enclosed for your review as **Attachment 1**.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as **Attachment 2**.
- Accessory Dwelling Unit (ADU) Policy – District Staff is working with City Staff to finalize the adoption of the ADU policy regarding capacity fees.
- Water Rights Lease of 300 AF from LPVCWD to CIWS recognized by Watermaster on July 3, 2024.
- Automated Metering Infrastructure (AMI) Conversion Grant Application – LPVCWD and City staff are working on re-applying for an AMI grant to convert remaining AMR meters to AMI.

## ***Distribution, Supply, and Production***

- Summary of Activities – A summary report of CIWS field activities for the 1st quarter of FY 2024-25 is provided as **Attachment 3**.
- City of Industry Well No. 5 Operations – Well No. 5 operated for most of the 1st quarter without issue. The latest static water level, pumping water level, and pumping rate for Well No. 5 are shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	189'	71'	167'	96'	1,413



- Production Summary – The production consumption for the 1st quarter of the FY 2024-25 was 364.15 AF. The 2024-25 FY production report and graph are provided in **Attachment 4**.
- 2024-25 Water Conservation – A summary of water system usage for the FY 2024-25 as compared to the calendar year 2023 is shown below.

Month	2023	2024	Difference (%)
July	151.93	124.88	-17.8%
August	115.51	125.19	8.4%
September	104.64	114.08	9.0%
<b>Totals</b>	<b>372.08</b>	<b>364.15</b>	<b>-2.1%</b>

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the CIWS, the District is providing the water exchange summary as of September 30, 2024, as **Attachment 5**.
- MSGB Groundwater Levels – On October 25, 2024, the Baldwin Park key well level was 244.7 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed as **Attachment 6**.

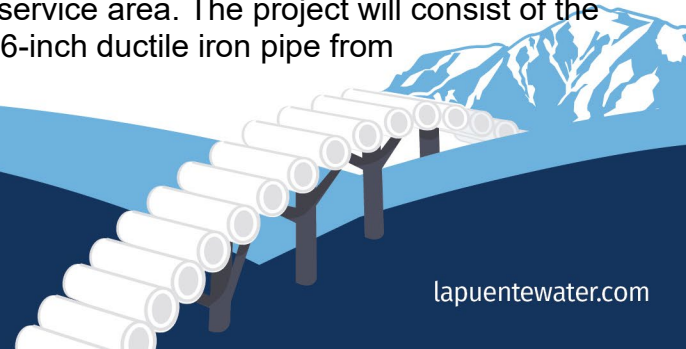
**Water Quality / Compliance**

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 1st quarter of FY 2024-25; approximately 83 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required. The table below summarizes Well No. 5’s current water quality for constituents of concern.

Month Sampled	1,1 DCE	TCE	PCE	All Other	Perchlorate	1,4-Dioxane	NDMA	Nitrate
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	VOCs	MCL= 6 ppb	NL= 1 ppb	NL= 10 ppt	MCL= 10 ppm
<b>Sept-24</b>	2.2	3.0	<b>9.6</b>	ND	2.1	0.36	ND	6.1

**Capital / Special Projects**

- Salt Lake Waterline – LPVCWD Staff is reviewing draft final design plans developed by Civiltech Engineering, Inc. to finalize the design of a 6-inch waterline and an interconnect between the CIWS to LPVCWD to provide water to the Salt Lake service area. The project will consist of the installation of approximately 1,300 linear feet of new 6-inch ductile iron pipe from

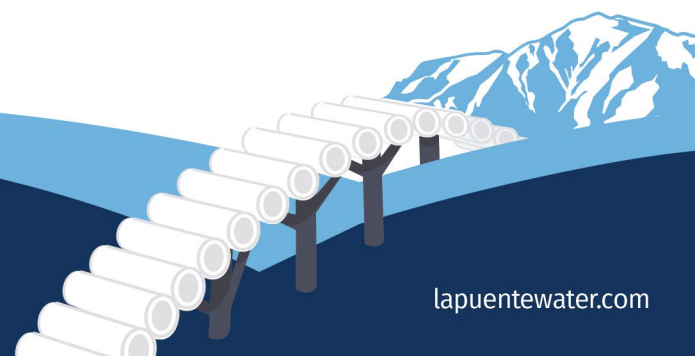


the intersection of Don Julian Road and Turnbull Canyon Road, southward on Turnbull Canyon Road. Staff has also been coordinating with the ACE project team to plan the installation of new pipeline in preparation of the new Turnbull Grade Separation project, which is anticipated to begin construction in early 2025.

- Lomitas Pressure Sustaining Bypass Waterline – District staff finalized the construction of a bypass waterline below ground and removed the existing above ground bypass waterline at the Lomitas Reservoir Site.
- Well No. 5 Pump Control Repairs Update (Between Tesco and Hunter Electric) - The Well is running and supplying water to SGVWC's B-5 facility in Hand operation at the request of SGVWC. All electrical repairs have been completed. To return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.
- IPUWS Lead Service Inspections – LPVCWD Staff completed all required inspections and is happy to report that no lead service lines were identified at any customers property within the IPUWS. Staff submitted the lead service inventory records to the state to fulfill the compliance requirement by October 16, 2024.
- San Fidel Well Field Treatment Feasibility Study – District staff provided a draft letter to City staff outlining terms as a basis of negotiations with the Cooperating Respondents (CRs). City staff is in the process of reviewing the letter prior to sending it to the CRs.
- 4th Avenue and Trailside Drive – The 2017 CIWS Water Master Plan recommended improvements to waterlines in 4th Avenue and Trailside Drive. District staff continue to work with CNC Engineering to prepare for the start of the construction of the new pipeline.
- Proctor Yard Building Replacement – Engineering staff completed field surveying and a geotechnical report at the project site in support of the new building design and site improvements at the Proctor Yard facility. The preliminary design drawings are being by CNC.
- Lomitas Generator – The contractor completed the necessary improvements to generator enclosure and the new generator has been mobilized. Startup, commissioning and training is currently being scheduled.
- Pencin Drive Pump Station – District Staff is working with City Staff to coordinate the effort to remove the existing Pump Station.

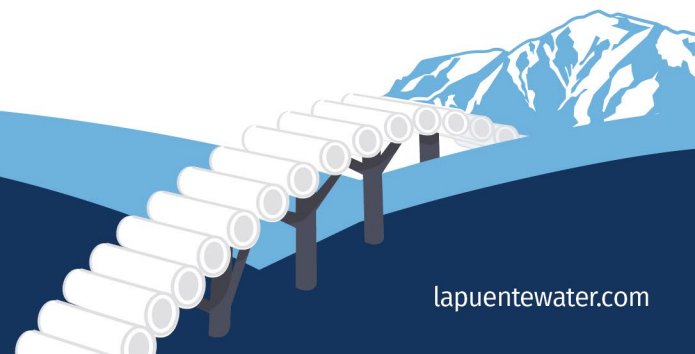
### **Personnel**

- As of September 30, 2024, the District has 10 full-time field employees, 1 field intern, 6 full-time and 1 part-time office/administrative employees, and 1 engineering intern. A summary of the hourly rates for the 6.5 positions (in accordance with the 2024 agreement) as of September 30, 2024, is enclosed as **Attachment 7**.



## ***Attachments***

1. Statement of Revenue and Expenses for the 1st Quarter of 2024-25.
2. Fund Disbursement List for 1st Quarter of 2024-25.
3. Summary of Field Activities for 1st Quarter of 2024-25.
4. Production Summary for 1st Quarter of 2024-25.
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 1st Quarter of 2024-25.
6. Main San Gabriel Basin Hydrologic Report.
7. Summary of Hourly Rates for District Staff as of September 30, 2024.





# Attachment 1

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses Summary

For the Period Ending July 31, 2024

(Unaudited)

	July 2024	FISCAL YTD 2024/25	BUDGET 2024/25	8% OF BUDGET	YEAR END 2023/24
<b>REVENUE</b>					
Operational Revenue	\$ 297,434	\$ 297,434	\$ 2,555,300	12%	\$ 2,496,590
Non-Operational Revenue	-	-	94,400	0%	87,155
<b>TOTAL REVENUES</b>	<b>297,434</b>	<b>297,434</b>	<b>2,649,700</b>	<b>11%</b>	<b>2,583,745</b>
<b>EXPENSE</b>					
Salaries & Benefits	92,519	92,519	1,149,000	8%	837,363
Supply & Treatment	28,660	28,660	881,500	3%	756,693
Other Operating Expense	33,085	33,085	268,000	12%	244,377
General & Administrative	30,540	30,540	189,500	16%	294,697
System Improvements & Miscellaneous	-	-	114,000	0%	38,340
<b>TOTAL EXPENSE</b>	<b>184,804</b>	<b>184,804</b>	<b>2,602,000</b>	<b>7%</b>	<b>2,171,471</b>
<b>NET INCOME / (LOSS)</b>	<b>112,631</b>	<b>112,631</b>	<b>47,700</b>		<b>412,274</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending July 31, 2024

(Unaudited)

	July 2024	FISCAL YTD 2024/25	BUDGET 2024/25	8% OF BUDGET	YEAR END 2023/24
<b>Operational Revenues</b>					
Water Sales	\$ 192,286	\$ 192,286	\$ 1,497,600	13%	\$ 1,459,127
Service Charges	78,081	78,081	837,800	9%	813,044
Customer Charges	3,262	3,262	40,300	8%	39,719
Fire Service	23,805	23,805	179,600	13%	180,669
Developer Fees	-	-	-	N/A	4,031
<i>Total Operational Revenues</i>	<b>297,434</b>	<b>297,434</b>	<b>2,555,300</b>	<b>12%</b>	<b>2,496,590</b>
<b>Non-Operational Revenues</b>					
Contamination Reimbursement	-	-	94,400	0%	87,155
<i>Total Non-Operational Revenues</i>	-	-	<b>94,400</b>	<b>0%</b>	<b>87,155</b>
<b>TOTAL REVENUES</b>	<b>297,434</b>	<b>297,434</b>	<b>2,649,700</b>	<b>11%</b>	<b>2,583,745</b>
<b>Salaries &amp; Benefits</b>					
Administrative Salaries	32,083	32,083	370,000	9%	287,985
Field Salaries	29,205	29,205	334,000	9%	281,633
Employee Benefits	15,933	15,933	255,000	6%	137,260
Pension Plan	11,124	11,124	132,000	8%	85,486
Payroll Taxes	4,174	4,174	50,000	8%	38,332
Workers Compensation	-	-	8,000	0%	6,668
<i>Total Salaries &amp; Benefits</i>	<b>92,519</b>	<b>92,519</b>	<b>1,149,000</b>	<b>8%</b>	<b>837,363</b>
<b>Supply &amp; Treatment</b>					
Purchased Water - Leased	-	-	302,900	0%	274,638
Purchased Water - Other	1,500	1,500	20,000	7%	15,090
Power	27,160	27,160	240,000	11%	207,313
Assessments	-	-	286,600	0%	251,704
Treatment	-	-	7,000	0%	6,976
Well & Pump Maintenance	-	-	25,000	0%	972
<i>Total Supply &amp; Treatment</i>	<b>28,660</b>	<b>28,660</b>	<b>881,500</b>	<b>3%</b>	<b>756,693</b>
<b>Other Operating Expenses</b>					
General Plant	412	412	45,000	1%	7,883
Transmission & Distribution	23,143	23,143	95,000	24%	121,582
Vehicles & Equipment	3,739	3,739	45,000	8%	41,017
Field Support & Other Expenses	2,254	2,254	45,000	5%	40,769
Regulatory Compliance	3,538	3,538	38,000	9%	33,125
<i>Total Other Operating Expenses</i>	<b>33,085</b>	<b>33,085</b>	<b>268,000</b>	<b>12%</b>	<b>244,377</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending July 31, 2024

(Unaudited)

	July 2024	FISCAL YTD 2024/25	BUDGET 2024/25	8% OF BUDGET	YEAR END 2023/24
<b>General &amp; Administrative</b>					
Management Fee	-	-	-	N/A	137,377
Office Expenses	29,023	29,023	35,000	83%	31,238
Insurance	1,284	1,284	22,000	6%	20,756
Professional Services	-	-	80,000	0%	64,504
Customer Accounts	178	178	34,000	1%	31,153
Public Outreach & Conservation	-	-	12,000	0%	5,255
Other Administrative Expenses	55	55	6,500	1%	4,414
<i>Total General &amp; Administrative</i>	<b>30,540</b>	<b>30,540</b>	<b>189,500</b>	<b>16%</b>	<b>294,697</b>
<b>Other Exp. &amp; System Improvements (Water Ops Fund)</b>					
Fire Hydrant Repair/Replace	-	-	28,000	0%	3,226
Service Line Replacements	-	-	36,000	0%	24,055
Valve Replacements & Installations	-	-	35,000	0%	9,910
SCADA Improvements	-	-	15,000	0%	1,149
Groundwater Treatment Facility Feas. Study	-	-	-	N/A	-
Fence at the Plant	-	-	-	N/A	-
<i>Total Other &amp; System Improvements</i>	-	-	<b>114,000</b>	<b>0%</b>	<b>38,340</b>
<b>TOTAL EXPENSES</b>	<b>184,804</b>	<b>184,804</b>	<b>2,602,000</b>	<b>7%</b>	<b>2,171,471</b>
<b>NET INCOME / (LOSS)</b>	<b>112,631</b>	<b>112,631</b>	<b>47,700</b>		<b>412,274</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses Summary

For the Period Ending August 31, 2024

(Unaudited)

	August 2024	FISCAL YTD 2024/25	BUDGET 2024/25	16% OF BUDGET	YEAR END 2023/24
<b>REVENUE</b>					
Operational Revenue	\$ 143,233	\$ 440,667	\$ 2,555,300	17%	\$ 2,553,674
Non-Operational Revenue	-	-	94,400	0%	87,155
<b>TOTAL REVENUES</b>	<b>143,233</b>	<b>440,667</b>	<b>2,649,700</b>	<b>17%</b>	<b>2,640,829</b>
<b>EXPENSE</b>					
Salaries & Benefits	93,351	185,870	1,149,000	16%	826,138
Supply & Treatment	25,912	54,572	881,500	6%	798,539
Other Operating Expense	10,146	37,281	268,000	14%	255,851
General & Administrative	13,053	18,544	189,500	10%	321,261
System Improvements & Miscellaneous	-	-	114,000	0%	38,340
<b>TOTAL EXPENSE</b>	<b>142,462</b>	<b>296,267</b>	<b>2,602,000</b>	<b>11%</b>	<b>2,240,129</b>
<b>NET INCOME / (LOSS)</b>	<b>770</b>	<b>144,400</b>	<b>47,700</b>		<b>400,700</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending August 31, 2024

(Unaudited)

	August 2024	FISCAL YTD 2024/25	BUDGET 2024/25	16% OF BUDGET	YEAR END 2023/24
<b>Operational Revenues</b>					
Water Sales	\$ 87,000	\$ 279,286	\$ 1,497,600	19%	\$ 1,483,964
Service Charges	48,268	126,349	837,800	15%	832,021
Customer Charges	2,416	5,678	40,300	14%	42,444
Fire Service	5,549	29,354	179,600	16%	182,255
Developer Fees	-	-	-	N/A	7,313
Water Capacity Fee	-	-	-	N/A	5,678
<i>Total Operational Revenues</i>	<b>143,233</b>	<b>440,667</b>	<b>2,555,300</b>	<b>17%</b>	<b>2,553,674</b>
<b>Non-Operational Revenues</b>					
Contamination Reimbursement	-	-	94,400	0%	87,155
<i>Total Non-Operational Revenues</i>	-	-	<b>94,400</b>	<b>0%</b>	<b>87,155</b>
<b>TOTAL REVENUES</b>	<b>143,233</b>	<b>440,667</b>	<b>2,649,700</b>	<b>17%</b>	<b>2,640,829</b>
<b>Salaries &amp; Benefits</b>					
Administrative Salaries	32,083	64,166	370,000	17%	287,985
Field Salaries	30,037	59,242	334,000	18%	270,408
Employee Benefits	15,933	31,865	255,000	12%	137,260
Pension Plan	11,124	22,247	132,000	17%	85,486
Payroll Taxes	4,174	8,348	50,000	17%	38,332
Workers Compensation	-	-	8,000	0%	6,668
<i>Total Salaries &amp; Benefits</i>	<b>93,351</b>	<b>185,870</b>	<b>1,149,000</b>	<b>16%</b>	<b>826,138</b>
<b>Supply &amp; Treatment</b>					
Purchased Water - Leased	-	-	302,900	0%	316,484
Cyclic Water Storage	-	-	-	N/A	-
Cyclic Water Capitalized	-	-	-	N/A	-
Cyclic Water Storage	-	-	-	N/A	-
Purchased Water - Other	1,530	3,030	20,000	15%	15,090
Power	24,382	51,542	240,000	21%	207,313
Assessments	-	-	286,600	0%	251,704
Treatment	-	-	7,000	0%	6,976
Well & Pump Maintenance	-	-	25,000	0%	972
<i>Total Supply &amp; Treatment</i>	<b>25,912</b>	<b>54,572</b>	<b>881,500</b>	<b>6%</b>	<b>798,539</b>
<b>Other Operating Expenses</b>					
General Plant	1,996	2,220	45,000	5%	7,891
Transmission & Distribution	(639)	17,104	95,000	18%	123,876
Vehicles & Equipment	3,859	7,598	45,000	17%	49,827
Field Support & Other Expenses	3,273	5,384	45,000	12%	40,912
Regulatory Compliance	1,658	4,975	38,000	13%	33,345
<i>Total Other Operating Expenses</i>	<b>10,146</b>	<b>37,281</b>	<b>268,000</b>	<b>14%</b>	<b>255,851</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending August 31, 2024

(Unaudited)

	August 2024	FISCAL YTD 2024/25	BUDGET 2024/25	16% OF BUDGET	YEAR END 2023/24
<b>General &amp; Administrative</b>					
Management Fee	-	-	-	N/A	137,377
Office Expenses	3,213	4,361	35,000	12%	59,114
Insurance	4,356	5,640	22,000	26%	20,756
Professional Services	-	1,914	80,000	2%	64,504
Customer Accounts	4,978	6,068	34,000	18%	31,155
Public Outreach & Conservation	67	67	12,000	1%	5,255
Other Administrative Expenses	440	495	6,500	8%	3,100
<i>Total General &amp; Administrative</i>	<b>13,053</b>	<b>18,544</b>	<b>189,500</b>	<b>10%</b>	<b>321,261</b>
<b>Other Exp. &amp; System Improvements (Water Ops Fund)</b>					
Fire Hydrant Repair/Replace	-	-	28,000	0%	3,226
Service Line Replacements	-	-	36,000	0%	24,055
Valve Replacements & Installations	-	-	35,000	0%	9,910
SCADA Improvements	-	-	15,000	0%	1,149
<i>Total Other &amp; System Improvements</i>	-	-	<b>114,000</b>	<b>0%</b>	<b>38,340</b>
<b>TOTAL EXPENSES</b>	<b>142,462</b>	<b>296,267</b>	<b>2,602,000</b>	<b>11%</b>	<b>2,240,129</b>
<b>NET INCOME / (LOSS)</b>	<b>770</b>	<b>144,400</b>	<b>47,700</b>		<b>400,700</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses Summary

For the Period Ending September 30, 2024

(Unaudited)

	September 2024	FISCAL YTD 2024/25	BUDGET 2024/25	25% OF BUDGET	YEAR END 2023/24
<b>REVENUE</b>					
Operational Revenue	\$ 359,843	\$ 800,510	\$ 2,555,300	31%	\$ 2,553,674
Non-Operational Revenue	-	-	94,400	0%	87,155
<b>TOTAL REVENUES</b>	<b>359,843</b>	<b>800,510</b>	<b>2,649,700</b>	<b>30%</b>	<b>2,640,829</b>
<b>EXPENSE</b>					
Salaries & Benefits	94,908	280,778	1,149,000	24%	826,138
Supply & Treatment	33,179	87,751	881,500	10%	798,539
Other Operating Expense	8,481	45,762	268,000	17%	255,851
General & Administrative	17,277	35,552	189,500	19%	321,261
System Improvements & Miscellaneous	359	359	114,000	0%	38,340
<b>TOTAL EXPENSE</b>	<b>154,204</b>	<b>450,202</b>	<b>2,602,000</b>	<b>17%</b>	<b>2,240,129</b>
<b>NET INCOME / (LOSS)</b>	<b>205,639</b>	<b>350,308</b>	<b>47,700</b>		<b>400,700</b>



# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2024

(Unaudited)

		FISCAL			
	September	YTD	BUDGET	25% OF	YEAR END
	2024	2024/25	2024/25	BUDGET	2023/24
<b>Operational Revenues</b>					
Water Sales	\$ 240,405	\$ 519,691	\$ 1,497,600	35%	\$ 1,483,964
Service Charges	86,999	213,348	837,800	25%	832,021
Customer Charges	3,189	8,867	40,300	22%	42,444
Fire Service	26,031	55,385	179,600	31%	182,255
Developer Fees	3,219	3,219	-	N/A	7,313
Water Capacity Fee	-	-	-	N/A	5,678
<i>Total Operational Revenues</i>	<b>359,843</b>	<b>800,510</b>	<b>2,555,300</b>	<b>31%</b>	<b>2,553,674</b>
<b>Non-Operational Revenues</b>					
Contamination Reimbursement	-	-	94,400	0%	87,155
<i>Total Non-Operational Revenues</i>	-	-	<b>94,400</b>	<b>0%</b>	<b>87,155</b>
<b>TOTAL REVENUES</b>	<b>359,843</b>	<b>800,510</b>	<b>2,649,700</b>	<b>30%</b>	<b>2,640,829</b>
<b>Salaries &amp; Benefits</b>					
Administrative Salaries	32,083	96,249	370,000	26%	287,985
Field Salaries	30,037	89,280	334,000	27%	270,408
Employee Benefits	15,933	47,798	255,000	19%	137,260
Pension Plan	11,124	33,371	132,000	25%	85,486
Payroll Taxes	4,174	12,522	50,000	25%	38,332
Workers Compensation	1,557	1,557	8,000	19%	6,668
<i>Total Salaries &amp; Benefits</i>	<b>94,908</b>	<b>280,778</b>	<b>1,149,000</b>	<b>24%</b>	<b>826,138</b>
<b>Supply &amp; Treatment</b>					
Purchased Water - Leased	-	-	302,900	0%	316,484
Purchased Water - Other	-	3,030	20,000	15%	15,090
Power	26,561	78,104	240,000	33%	207,313
Assessments	6,618	6,618	286,600	2%	251,704
Treatment	-	-	7,000	0%	6,976
Well & Pump Maintenance	-	-	25,000	0%	972
<i>Total Supply &amp; Treatment</i>	<b>33,179</b>	<b>87,751</b>	<b>881,500</b>	<b>10%</b>	<b>798,539</b>
<b>Other Operating Expenses</b>					
General Plant	268	2,488	45,000	6%	7,891
Transmission & Distribution	691	17,794	95,000	19%	123,876
Vehicles & Equipment	3,859	11,456	45,000	25%	49,827
Field Support & Other Expenses	3,053	8,437	45,000	19%	40,912
Regulatory Compliance	611	5,586	38,000	15%	33,345
<i>Total Other Operating Expenses</i>	<b>8,481</b>	<b>45,762</b>	<b>268,000</b>	<b>17%</b>	<b>255,851</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2024

(Unaudited)

	September 2024	FISCAL YTD 2024/25	BUDGET 2024/25	25% OF BUDGET	YEAR END 2023/24
<b>General &amp; Administrative</b>					
Management Fee	-	-	-	N/A	137,377
Office Expenses	2,351	6,712	35,000	19%	59,114
Insurance	2,178	7,818	22,000	36%	20,756
Professional Services	7,721	10,511	80,000	13%	64,504
Customer Accounts	4,763	9,687	34,000	28%	31,155
Public Outreach & Conservation	33	100	12,000	1%	5,255
Other Administrative Expenses	230	724	6,500	11%	3,100
<i>Total General &amp; Administrative</i>	<b>17,277</b>	<b>35,552</b>	<b>189,500</b>	<b>19%</b>	<b>321,261</b>
<b>Other Exp. &amp; System Improvements (Water Ops Fund)</b>					
Fire Hydrant Repair/Replace	312	312	28,000	1%	3,226
Service Line Replacements	47	47	36,000	0%	24,055
Valve Replacements & Installations	-	-	35,000	0%	9,910
SCADA Improvements	-	-	15,000	0%	1,149
<i>Total Other &amp; System Improvements</i>	<b>359</b>	<b>359</b>	<b>114,000</b>	<b>0%</b>	<b>38,340</b>
<b>TOTAL EXPENSES</b>	<b>154,204</b>	<b>450,202</b>	<b>2,602,000</b>	<b>17%</b>	<b>2,240,129</b>
<b>NET INCOME / (LOSS)</b>	<b>205,639</b>	<b>350,308</b>	<b>47,700</b>		<b>400,700</b>

## Attachment 2

## Industry Public Utilities July 2024 Disbursements

Check #	Payee	Amount	Description
6213	Cintas	\$ 215.82	Uniform Expense
6215	SG Creative, LLC	\$ 220.00	CCR Expense
6216	Staples	\$ 47.65	Office Supplies
6217	Underground Service Alert	\$ 129.16	Line Notifications
6218	Verizon Connect Fleet USA LLC	\$ 115.67	Vehicle Trackers
6219	Weck Laboratories Inc	\$ 118.50	Water Sampling
6220	Highroad IT	\$ 24,958.45	Server Replacement
6221	Highroad IT	\$ 2,885.40	Office Server Project
6222	ACP Publication & Marketing	\$ 2,680.99	CCR Expense
6223	Grainger Inc	\$ 138.03	Field Supplies
6224	InfoSend	\$ 1.00	Billing Expense
6225	Merritt's Hardware	\$ 29.69	Field Supplies
6226	Peck Road Gravel	\$ 500.00	Asphalt & Concrete
6227	Petty Cash	\$ 24.15	Administrative Expense
6228	Resource Building Materials	\$ 98.03	Concrete Expense
6229	SC Edison	\$ 4,237.41	Power Expense
6230	SoCal Gas	\$ 15.29	Gas Expense
6231	Spectrum Business	\$ 81.60	Telephone Service
6232	Vulcan Materials Company	\$ 496.93	Asphalt Expense
6233	Weck Laboratories Inc	\$ 208.50	Water Sampling
6235	Civiltec Engineering Inc	\$ 142.50	Mapping
6236	Highroad IT	\$ 567.10	Technical Support
6237	Janus Pest Management Inc	\$ 65.00	Rodent Control
6238	La Puente Valley County Water District	\$ 93,350.90	June Labor Costs
6239	La Puente Valley County Water District	\$ 3,675.00	June Vehicle & Equipment Costs
6240	La Puente Valley County Water District	\$ 35,468.35	Inventory Reimbursement Apr - June 2024
6241	Industry Public Utility Commission	\$ 1,214.22	Industry Hills Power Expense
6242	Peck Road Gravel	\$ 400.00	Asphalt & Concrete
6243	Right of Way Inc	\$ 53.18	Safety Supplies
6244	SC Edison	\$ 18,986.78	Power Expense
6245	Spectrum Business	\$ 301.77	Telephone Service
6246	Weck Laboratories Inc	\$ 253.50	Water Sampling
6247	ACWA/JPIA	\$ 893.61	Cyber Liability Program
6248	ACWA/JPIA	\$ 1,752.78	Workers Compensation
6249	Canon Financial Services, Inc	\$ 82.76	Printer Expense
6250	Cintas	\$ 215.28	Uniform Expense
6251	Eide Bailly LLP	\$ 1,550.80	Administrative Support
6252	Grainger Inc	\$ 129.10	Field Supplies
6253	Industry Public Utility Commission	\$ 465.12	Industry Hills Power Expense
6254	San Gabriel Valley Water Company	\$ 1,499.70	Water Service
6255	SoCal Gas	\$ 14.79	Gas Expense
6256	Verizon Wireless	\$ 76.02	Cellular Service
6257	Citi Cards	\$ 413.51	Adminstrative Expense
6258	Cell Business Equipment	\$ 31.59	Printer Expense

## Industry Public Utilities July 2024 Disbursements

6259	Cintas	\$	71.76	Uniform Expense
6260	Resource Building Materials	\$	6.63	Field Supplies
6261	S & J Supply Co Inc	\$	13,040.08	Lomitas Project
6262	Staples	\$	139.57	Office Supplies
6263	Verizon Wireless	\$	360.64	Cellular Service
6264	Weck Laboratories Inc	\$	118.50	Water Sampling
6265	ACWA/JPIA	\$	390.50	Excess Crime Program
Autodeduct	Bluefin Payment Systems	\$	1,698.38	Web Merchant Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$	52.53	Merchant Fee's
Autodeduct	Jack Henry & Associates	\$	17.45	Web E-Check Fee's
Online	Home Depot Credit Services	\$	37.77	Field Supplies
Online	Home Depot Credit Services	\$	7.55	Field Supplies
Online	Home Depot Credit Services	\$	21.46	Field Supplies
Online	County of LA Dept of Public Works	\$	673.00	Permit Fee's
Online	County of LA Dept of Public Works	\$	673.00	Permit Fee's
Online	County of LA Dept of Public Works	\$	673.00	Permit Fee's
Online	County of LA Dept of Public Works	\$	673.00	Permit Fee's
Online	Home Depot Credit Services	\$	47.45	Field Supplies
<b>Total July 2024 Disbursements</b>		<b>\$</b>	<b>217,507.90</b>	

## Industry Public Utilities August 2024 Disbursements

Check #	Payee	Amount	Description
6266	Cintas	\$ 71.76	Uniform Service
6267	Dive/Corr Inc	\$ 5,400.00	Reservoir Inspections
6268	Eide Bailly LLP	\$ 546.00	Administrative Support
6269	Grainger Inc	\$ 68.97	Safety Supplies
6270	Highroad IT	\$ 1,067.10	Technical Support
6271	InfoSend	\$ 932.24	Billing Expense
6272	Resource Building Materials	\$ 206.32	Field Supplies & Concrete
6273	S & J Supply Co Inc	\$ 3,580.53	Tools for Lomitas Project
6274	SC Edison	\$ 4,622.49	Power Expense
6275	SoCal Gas	\$ 14.79	Gas Expense
6276	Sunbelt Rentals	\$ 311.50	Concrete Expense
6277	Uline Inc	\$ 95.01	Field Supplies
6278	Underground Service Alert	\$ 89.23	Line Notifications
6279	Verizon Connect Fleet USA LLC	\$ 115.67	Vehicle Tracking
6280	Weck Laboratories Inc	\$ 135.00	Water Sampling
6281	Answering Service Care, LLC	\$ 402.00	Answering Service
6283	Cintas	\$ 71.76	Uniform Service
6284	Collicutt Energy Services Inc	\$ 525.30	Semi Annual Inspection
6285	Grainger Inc	\$ 149.56	Field Supplies
6286	Janus Pest Management Inc	\$ 65.00	Rodent Control
6287	Merritt's Hardware	\$ 66.17	Field Supplies
6288	SC Edison	\$ 20,893.56	Power Expense
6289	Spectrum Business	\$ 68.46	Telephone Service
6290	La Puente Valley County Water District	\$ 97,209.65	Labor and Vehicle Reimbursement
6291	Spectrum Business	\$ 301.77	Telephone Service
6292	Vulcan Materials Company	\$ 1,155.37	Asphalt & Concrete Expense
6293	Weck Laboratories Inc	\$ 118.50	Water Sampling
6294	Industry Public Utility Commission	\$ 1,700.22	Industry Hills Power Expense
6295	Main SG Basin Watermaster	\$ 238,468.41	23-24 Production Assessments
6296	Resource Building Materials	\$ 11.83	Distribution Maintenance
6297	S & J Supply Co Inc	\$ 1,169.29	Tools
6298	San Gabriel Valley Water Company	\$ 1,530.06	Water Service
6299	Sunbelt Rentals	\$ 397.04	Concrete Expense
6300	Vulcan Materials Company	\$ 551.83	Asphalt Expense
6301	Weck Laboratories Inc	\$ 163.00	Water Sampling
6302	Citi Cards	\$ 348.32	Administrative Expense
6303	Cell Business Equipment	\$ 17.22	Printer Expense
6304	Civiltec Engineering Inc	\$ 159.17	Engineering Support
6305	Industry Hose & Fasteners	\$ 42.89	Field Supplies
6306	Los Angeles County Fire Dept	\$ 1,139.00	Permit Fee's
6307	SoCal Gas	\$ 14.79	Gas Expense
6308	Verizon Wireless	\$ 76.02	Cellular Service
6309	Verizon Wireless	\$ 348.97	Cellular Service
6310	Weck Laboratories Inc	\$ 171.00	Water Sampling
6311	Western Water Works	\$ 126.40	Field Supplies

## Industry Public Utilities August 2024 Disbursements - continued

Online	Home Depot Credit Services	\$	214.12	Field Supplies
Online	County of LA Dept of Public Works	\$	647.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$	47.13	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$	25.50	Tokenization Fee
Autodeduct	Jack Henry & Associates	\$	16.70	Web E-Check Fee's
<b>Total August 2024 Disbursements</b>		<b>\$</b>	<b>385,669.62</b>	

## Industry Public Utilities September 2024 Disbursements

Check #	Payee	Amount	Description
6312	Canon Financial Services, Inc	\$ 82.76	Printing Expense
6313	Cintas	\$ 143.51	Uniform Service
6314	Eide Bailly LLP	\$ 1,914.31	Administrative Support
6315	Merritt's Hardware	\$ 132.72	Field Supplies
6316	Underground Service Alert	\$ 60.56	Line Notifications
6317	Verizon Connect Fleet USA LLC	\$ 115.67	Vehicle Tracking
6318	Vulcan Materials Company	\$ 590.45	Asphalt & Concrete Expense
6319	Weck Laboratories Inc	\$ 118.50	Water Sampling
6320	Cintas	\$ 140.22	Uniform Service
6321	Highroad IT	\$ 1,069.80	Technical Support
6322	La Puente Valley County Water District	\$ 8,809.37	Vehicle, Equipment & Fuel Reimbursement Jan-Feb 2024
6323	Peck Road Gravel	\$ 400.00	Field Supplies - Asphalt
6324	SC Edison	\$ 4,045.72	Power Expense
6325	SoCal Gas	\$ 14.79	Gas Expense
6326	Spectrum Business	\$ 62.24	Telephone Service
6327	San Gabriel Basin WQA	\$ 6,618.00	FY 24-25 1st half of Assessments on Prescriptive Pumping Rights
6328	Spectrum Business	\$ 301.77	Billing Expense
6329	Weck Laboratories Inc	\$ 253.50	Water Sampling
6330	Answering Service Care, LLC	\$ 402.00	Answering Service
6331	Answering Service Care, LLC	\$ 239.94	Answering Service
6332	Citi Cards	\$ 137.55	Administrative Expenses
6333	Continental Utility Solutions Inc	\$ 17.70	Billing Expense
6334	Grainger Inc	\$ 98.15	Field Supplies
6335	Industry Public Utility Commission	\$ 1,497.99	Industry Hills Power Expense
6336	InfoSend	\$ 1,853.05	Billing Expense
6337	Janus Pest Management Inc	\$ 65.00	Rodent Control
6338	La Puente Valley County Water District	\$ 97,209.65	Labor & Vehicle Reimbursement
6339	SC Edison	\$ 18,886.64	Power Expense
6340	Sunbelt Rentals	\$ 311.50	Equipment Rental
6341	Weck Laboratories Inc	\$ 135.00	Water Sampling
6342	ABV Construction	\$ 2,782.20	Construction Meter Refund
6343	Estrella Nava	\$ 2,510.99	Developer Deposit Refund
6344	Canon Financial Services, Inc	\$ 82.76	Printing Expense
6345	Civiltec Engineering Inc	\$ 7,721.25	Saltlake Interconnection
6346	McMaster-Carr Supply Co	\$ 44.95	Field Supplies
6347	MJM Communications & Fire	\$ 180.00	Security Monitoring
6348	SoCal Gas	\$ 16.27	Gas Expense
6349	Verizon Wireless	\$ 76.02	Cellular Service
6350	Verizon Wireless	\$ 341.04	Cellular Service
6351	Vulcan Materials Company	\$ 278.34	Asphalt & Concrete Expense
6352	Weck Laboratories Inc	\$ 118.50	Water Sampling
6353	Cell Business Equipment	\$ 27.92	Printing Expense
6354	Cintas	\$ 215.25	Uniform Service
6355	Grainger Inc	\$ 46.23	Field Supplies
6356	Highroad IT	\$ 1,069.80	Technical Support
6357	Underground Service Alert	\$ 61.48	Line Notifications
6358	Verizon Connect Fleet USA LLC	\$ 115.67	Vehicle Tracking
6359	Weck Laboratories Inc	\$ 118.50	Water Sampling
Online	Home Depot Credit Services	\$ 59.59	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 53.61	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 26.00	Web CC Fee's
Autodeduct	Jack Henry	\$ 22.70	Web E-Check Fee's

**Total September 2024 Disbursements \$ 161,697.13**



# Attachment 3



# Attachment 4



# Attachment 5

IPUWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to IPUWS

Report for First Quarter 24/25

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year Ending	Total	Running Total
Prior Period (23-24)						37.23	37.23							61.70	61.70	98.93	98.93
24-25 QTR 1	2.31	0.00	0.00	0.00	2.31	39.54				7.76	0.00		7.76	69.46		10.07	
24-25 QTR 2	0.00	0.00	0.00	0.00	0.00	39.54				0.00	0.00		0.00	69.46		0.00	
24-25 QTR 3	0.00	0.00	0.00	0.00	0.00	39.54				0.00	0.00		0.00	69.46		0.00	
24-25 QTR 4	0.00	0.00	0.00	0.00	0.00	39.54				0.00	0.00		0.00	69.46		0.00	
Annual Total	2.31	0.00	0.00	0.00	2.31	39.54	37.23			7.76	0.00		7.76	69.46	61.70	10.07	109.00

Deliveries from IPUWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year Ending	Total	Running Total
Prior Period (23-24)						28.39	28.39							78.87	78.87	107.26	107.26
24-25 QTR 1	0.00	0.00		0.00	0.00	28.39		1.74	1.42	5.76	0.00		8.92	87.79		8.92	
24-25 QTR 2	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	87.79		0.00	
24-25 QTR 3	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	87.79		0.00	
24-25 QTR 4	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	87.79		0.00	
Annual Total	0.00	0.00		0.00	0.00	28.39	28.39	1.74	1.42	5.76	0.00		8.92	87.79	78.87	8.92	116.18

Delivery Summary

Quarter	LPVCWD Total to IPUWS	IPUWS Total to LPVCWD	Difference	A		B		C		D		E		
				LPVCWD to IPUWS in 488	IPUWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	IPUWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to IPUWS in 775	IPUWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes \$ to IPUWS for 775 Deliveries	LPVCWD Owes \$ to IPUWS
Prior Period (23-24)	98.93	107.26	8.33	37.23	28.39	-8.84	0.00	0.00	61.70	78.87	17.17	0.00	0.00	0.00
24-25 QTR 1	10.07	8.92	-1.16	2.31	0.00	-2.31	0.00	0.00	7.76	8.92	1.16	0.00	0.00	0.00
24-25 QTR 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24-25 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24-25 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Running Total	109.00	116.18	7.17	39.54	28.39	-11.15			69.46	87.79	18.33			

Balance Owed by LPVCWD to IPUWS Overall **7.17** Balance Owed to LPVCWD in 488 **11.15** Balance Owed to IPUWS in 775 **18.33**

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed rate to convey water to the 448 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes.

# Attachment 6



# Main San Gabriel Basin WATERMASTER

OCTOBER 2, 2024

## REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

### Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On August 23, 2024, the Baldwin Park Key Well groundwater elevation was 241.7 feet.
- On September 20, 2024, the Baldwin Park Key Well groundwater elevation was 243.1 feet, an increase of about 0.3 feet from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
  - ❖ An increase of about 1.4 feet from the prior month.
  - ❖ About 16 feet higher than one year ago (represents 128,000 acre-feet). Includes an estimated 97,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 12 feet of groundwater elevation at the Key Well.
    - Producer Cyclic Storage – 48,000 AF
    - MWD Cyclic Storage (for UD RDA delivery) – 30,000 AF
    - Other Cyclic Storage – 19,000 AF

### Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of September 25, 2024
  - ❖ Average rainfall from July 1<sup>st</sup> through September 30<sup>th</sup> of each year is 0.40 inches.
  - ❖ Rainfall during July 1, 2024 through September 25, 2024 is 0.00 inches.
  - ❖ Rainfall during July 1, 2023 through June 30, 2024 was 24.15 inches, which was 133 percent of average.
- Los Angeles Civic Center as of September 25, 2024
  - ❖ Average rainfall from July 1<sup>st</sup> through September 30<sup>th</sup> of each year is 0.27 inches.
  - ❖ Rainfall during July 1, 2024 through September 25, 2024 is 0.00 inches.
  - ❖ Rainfall during July 1, 2023 through June 30, 2024 was 25.19 inches, which was 166 percent of average.



**Reservoir Storage and Releases**

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
  - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,475 acre-feet.
  - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir and has a maximum storage capacity of 44,044 acre-feet.
  - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir and has a maximum storage capacity of 28,736 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment.
  - ❖ Total storage capacity is 83,255 acre-feet.
  - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
  - ❖ Combined storage as of September 24, 2024 was 13,804 acre-feet (about 17 percent of capacity).
  - ❖ San Gabriel Reservoir inflow was 49 cfs and release was 49 cfs as of September 24, 2024.
  - ❖ Morris Reservoir inflow was 45 cfs and release was 40 cfs as of September 24, 2024. All of the release was diverted from the San Gabriel River at the Azusa Duarte Intake for use by Committee of Nine.

**Untreated Imported Water Deliveries**

- Upper District
  - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day).
  - ❖ Upper District started making deliveries through USG-3 at a flow of about 250 cfs on June 26, 2024. Upper District plans to deliver a total of 80,000 acre-feet.
  - ❖ During August 2024, Upper District delivered 15,121.3 acre-feet through USG-3.
  - ❖ During September 2024, Upper District plans to deliver about 15,000 acre-feet through USG-3.
- Three Valleys District
  - ❖ During August 2024, Three Valleys District delivered 404.1 acre-feet through PM-26 to the Little Dalton Spreading Grounds.
  - ❖ During August 2024, Three Valleys District delivered 1,281.4 acre-feet through the San Dimas Spillway Siphon to the San Dimas Wash.
  - ❖ During August 2024, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.

Report of the Watermaster Engineer on Hydrologic Conditions – October 2, 2024 (continued)

- ❖ During September 2024, Three Valleys District plans to deliver about 400 acre-feet through PM-26 to the Little Dalton Spreading Grounds.
  - ❖ During September 2024, Three Valleys District plans to deliver about 1,200 acre-feet through the San Dimas Spillway Siphon to the San Dimas Wash.
  - ❖ During September 2024, Three Valleys District does not plan to make deliveries through USG-3 and to San Gabriel Canyon.
- San Gabriel District
- ❖ During August 2024, San Gabriel District did not make deliveries to the San Dimas Wash.
  - ❖ During August 2024, San Gabriel District delivered 1,371 acre-feet to the San Gabriel Canyon and 1,415 acre-feet to the San Gabriel River.
  - ❖ During September 2024, San Gabriel District does not plan to make deliveries to the San Dimas Wash.
  - ❖ During September 2024, San Gabriel District plans to deliver about 1,250 acre-feet to the San Gabriel Canyon and about 1,200 acre-feet to the San Gabriel River.

✚ Landfill Report

- Watermaster staff toured the following landfills during the month of September 2024:
- ❖ Azusa Land Reclamation
  - ❖ Peck Road
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

✚ Water Quality

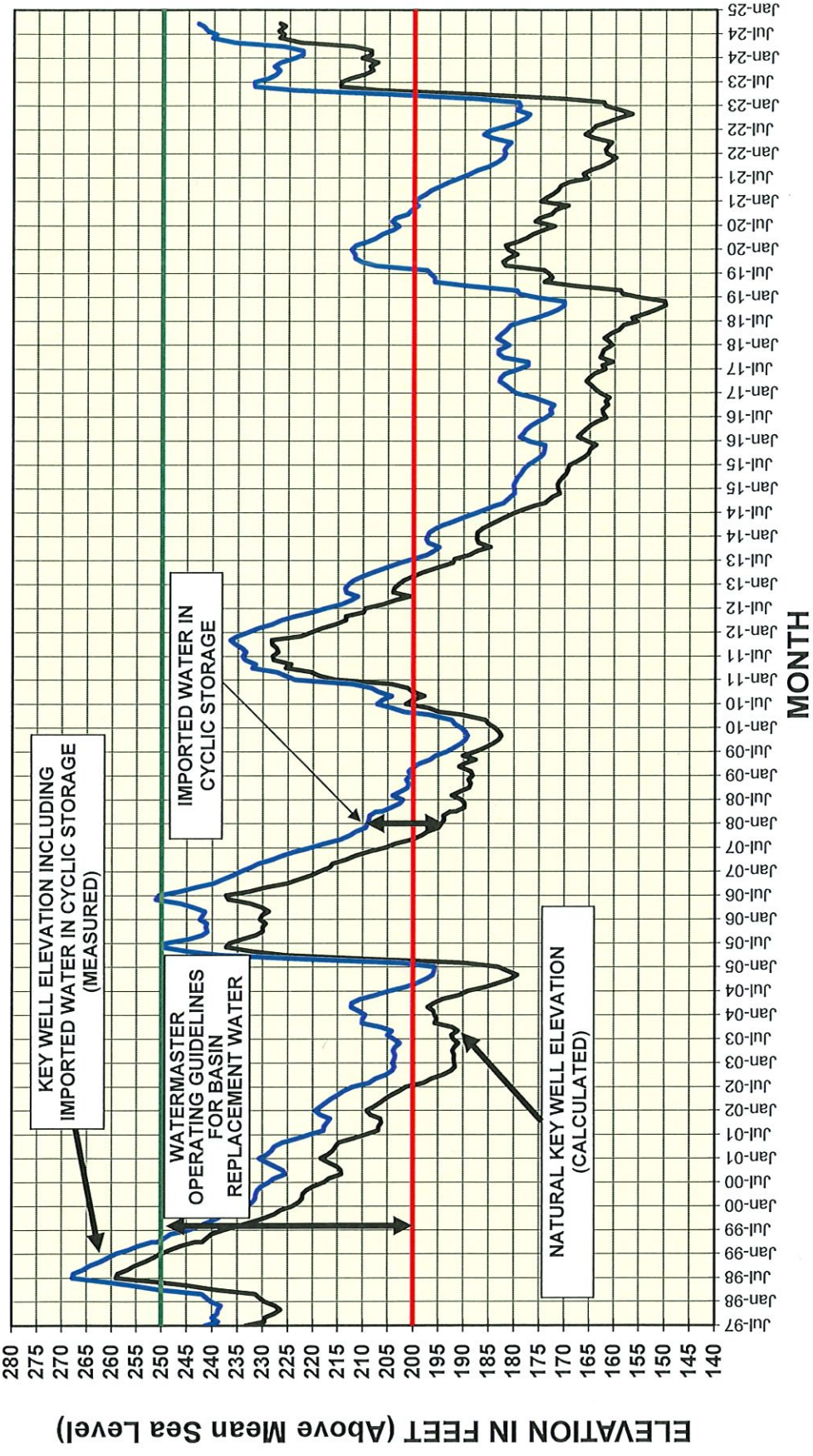
- Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW pursuant to Title 22 (Water quality data collected through Main San Gabriel Basin Watermaster's Basinwide Groundwater Quality Monitoring Program)
- ❖ During September 2024, 20 wells were sampled under Title 22
  - ❖ During August 2024, 84 wells were sampled under Title 22
  - ❖ During August 2024, Stetson Engineers Inc. received no public notice of wells shut down due to contamination.
- DDW adopted a Maximum Contaminant Level (MCL) for hexavalent chromium in April 2024. The new hexavalent chromium MCL is 0.010 milligrams per liter (mg/l) or 10 micrograms per liter (µg/l; or parts per billion (ppb)). This regulation adopted by DDW is currently undergoing the administrative finalization process. The finalized regulation is effective on October 1, 2024.
- ❖ Public water systems (PWS) are required to comply with DDW's size-based compliance schedule for the new hexavalent chromium MCL:
    - Systems with 10,000 or greater service connections would be required to comply with the MCL 2 years after regulation date (by April 2026, depending on effective date).



***Report of the Watermaster Engineer on Hydrologic Conditions – October 2, 2024 (continued)***

- Systems with 1,000 to 9,999 service connections would be required to comply with the MCL 3 years after regulation date (by April 2027, depending on effective date).
  - Systems with less than 1,000 service connections would be required to comply with the MCL 4 years after regulation date (by April 2028, depending on effective date).
- DDW announced, it has proposed revised notification level (NL) of 20 ppb and response levels of 200 ppb for manganese based on toxicological endpoints. The current NL for manganese is 500 ppb and the secondary MCL for manganese is 50 ppb.
- ❖ Manganese is a secondary standard and is sampled by the Producer as part of the triennial General Mineral / General Physicals (GM/GP) sampling. Watermaster does not sample for manganese.
- DDW has issued the notification level (NL) for perfluorohexane sulfonic acid (PFHxS) at 3 parts per trillion (ppt) and the response level at 20 ppt under the recommendation by The Office of Environmental Health Hazard Assessment (OEHHA).
- ❖ Detections of PFHxS above 2 ppt have been found in the Main San Gabriel Basin.
- United States Environmental Protection Agency (EPA) has announced a summary of federal MCLs for Per- and Polyfluroalkyl Substances (PFAS) in April 2024.

Compound	Final MCLG	Final MCL (enforceable levels)
PFOA	Zero	4.0 parts per trillion (ppt) (also expressed as ng/L)
PFOS	Zero	4.0 ppt
PFHxS	10 ppt	10 ppt
PFNA	10 ppt	10 ppt
HFPO-DA (commonly known as GenX Chemicals)	10 ppt	10 ppt
Mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS	1 (unitless)	1 (unitless)
	Hazard Index	Hazard Index

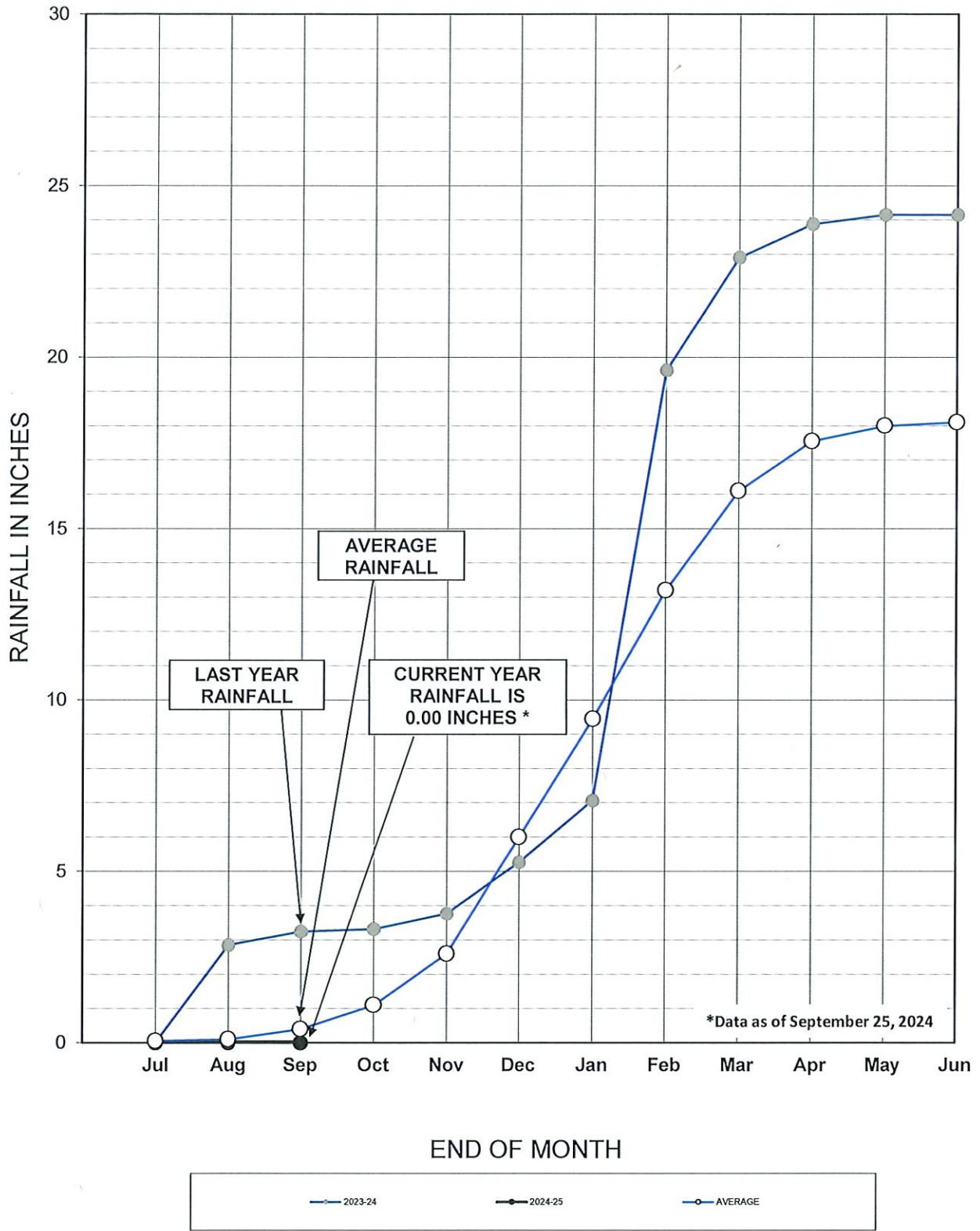


**MAIN SAN GABRIEL BASIN WATERMASTER**

**BALDWIN PARK KEY WELL  
GROUNDWATER ELEVATION**

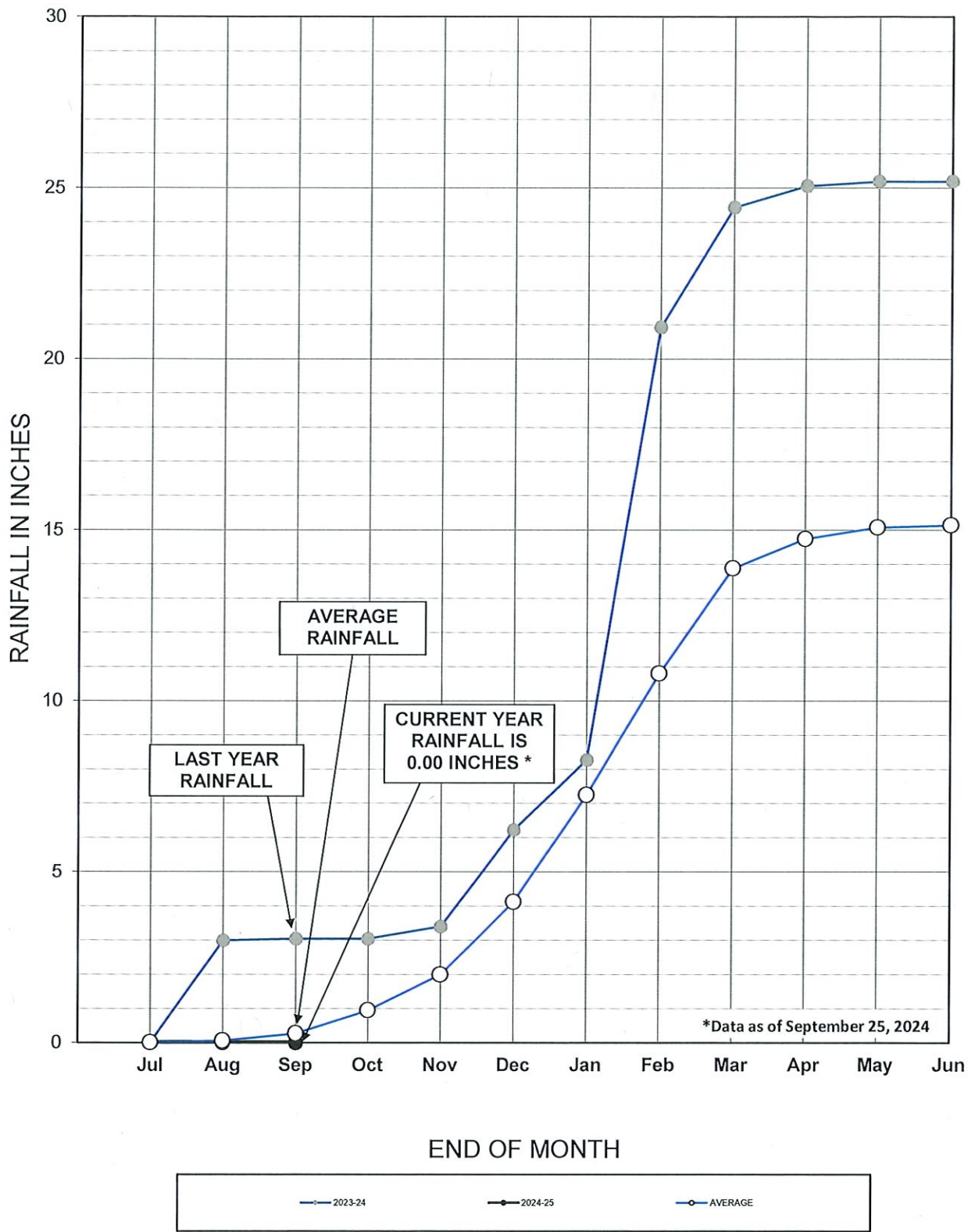






**STETSON ENGINEERS INC.**  
 Covina San Rafael Mesa, Arizona  
 WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**  
**ACCUMULATED RAINFALL**  
**AT PUDDINGSTONE DAM (STATION NO. 96-C)**



\*Data as of September 25, 2024



**STETSON ENGINEERS INC.**  
Covina San Rafael Mesa, Arizona  
WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**

**ACCUMULATED RAINFALL  
AT LOS ANGELES CIVIC CENTER**

# Attachment 7

**Industry Public Utilities**  
**Labor Costs**  
 Sep-24

		Fully Burdened Rate		
		Fully Burdened		Fully Burdened
Number	Employee	Rate	%	Total \$
40	General Manager	\$ 158.83	50%	\$ 13,024.23
11	CS & Accounting Supevisor	\$ 92.16	100%	\$ 15,113.54
33	CS & Accounting Clerk II	\$ 61.32	100%	\$ 10,056.68
15	Lead Water System Operator	\$ 94.23	100%	\$ 15,453.65
22	Water System Operator I	\$ 75.05	100%	\$ 12,307.85
46	Operations & Maintenance Supervisor	\$ 113.36	100%	\$ 18,591.37
50	CS & Accounting Clerk II	\$ 53.68	100%	\$ 8,803.56
<b>TOTAL</b>				<b>\$ 93,350.88</b>





**Item 8**  
**Action/Discussion Items**

# Memo



**Date:** December 9, 2024  
**To:** Honorable Board of Directors  
**Subject:** Cancelling the December 23, 2024, Regular Meeting of the Board of Directors

## **SUMMARY**

The Regular Meeting of the Board of Directors scheduled for Monday, December 23, 2024, coincides with the holiday season, a time when staff and board members may be traveling or unavailable.

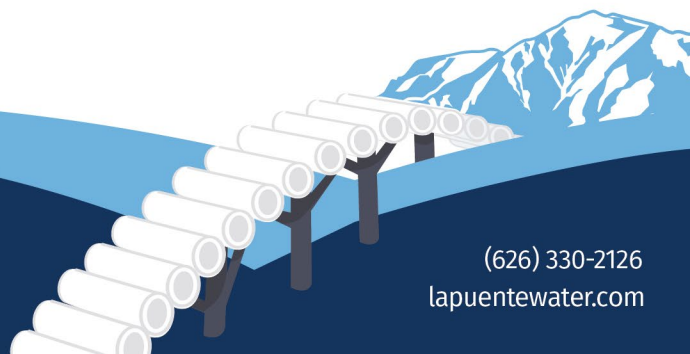
## **RECOMMENDATION**

Staff recommends that the Board consider cancelling this regular meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Fu", is written over a light blue circular background.

General Manager



# Memo



**Date:** December 9, 2024  
**To:** Honorable Board of Directors  
**Subject:** Cancelling the January 13, 2024, Regular Meeting of the Board of Directors

## **SUMMARY**

The Regular Meeting of the Board of Directors scheduled for Monday, January 13, 2024, is proposed for cancellation due to the unavailability of the General Manager on that date.

## **RECOMMENDATION**

Staff recommends that the Board consider cancelling this regular meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Fu", is written over a light blue circular background.

General Manager

# STAFF Report



**Meeting Date:** December 9, 2024  
**To:** Honorable Board of Directors  
**Subject:** Updates to the District's Employee Policies and Procedures Manual

**Purpose:** *Update the Employee Policies and Procedures Manual to reflect updates made throughout the year and to comply with law changes.*

**Recommendation:** *Review and approve the enclosed Employee Policies and Procedures Manual (Employee Manual)*

**Fiscal Impact:** *No fiscal impact as a result of this action*

## BACKGROUND

The Employee Policies and Procedures Manual (Manual) encompasses guidelines/policies on the following subjects:

1. Employment
2. Compensation
3. Benefits
4. Request for Reasonable Accommodation
5. Nondiscrimination and Complaint Procedure
6. Workplace Violence
7. Anti-Harassment and Complaint Procedure

The objective of the Manual is to provide fair and equitable management of the District's personnel. The Manual is intended to ensure uniform and fair treatment of applicants for employment and for District employees and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The District has reserved the right to amend, modify or delete any and all provisions contained in this Manual, including those concerning employee benefits, at any time and with or without notice, except for compliance with Government Code Section 54950 et seq. (the "Ralph M. Brown Act"). The Manual was last revised in March 2024.

## SUMMARY

Periodically, staff reviews the Manual to identify necessary updates in alignment with new laws or recommended changes by our insurance provider, ACWA JPIA, or District Counsel. The revisions that staff is proposing are some recent statutory changes, per District Counsel and other language updates.

For your review, enclosed is Resolution No. 306 and a summary of the proposed changes and the draft Manual.

## FISCAL IMPACT

No fiscal impact as a result of this action.

## RECOMMENDATION

Adopt Resolution No. 306 amending the current employee manual.

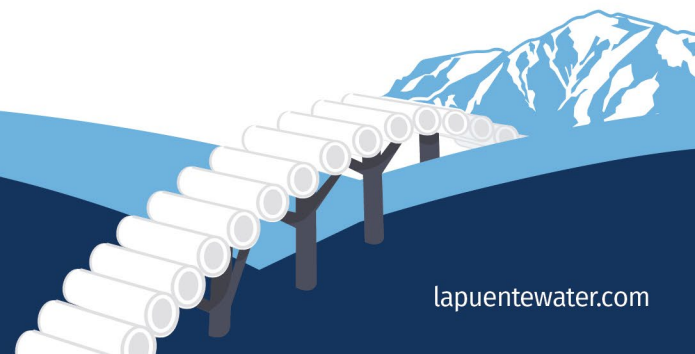
Respectfully Submitted,



HR Coordinator/Admin Assistant

## ENCLOSURES

- Enclosure 1: Red-lined Employee Manual
- Enclosure 2: Resolution No. 306
- Enclosure 3: Summary Document



***EMPLOYEE POLICIES  
AND  
PROCEDURES MANUAL***



**Revised March 2024**



**EMPLOYEE POLICIES AND PROCEDURES MANUAL**

**Table of Contents**

I.	PREAMBLE AND TITLE.....	4
II.	PURPOSE.....	4
III.	AUTHORITY AND ADMINISTRATION.....	4
IV.	DEFINITIONS.....	4
V.	EMPLOYMENT.....	5
	A. At-Will Employment.....	5
	B. Hiring of Employees.....	6
	C. Introductory Period – Non-Management Employees.....	7
	D. Periodic Employee Evaluation.....	7
	E. Normal Workday.....	8
	F. On-Call Duty.....	8
	G. Policy Against Substance Abuse in the Workplace.....	9
	H. Smoking.....	10
	I. Outside Employment.....	10
	J. Job Injury.....	10
	K. Disciplinary Action.....	11
	L. Standards of Conduct.....	13
	M. Injury and Illness Prevention Program (IIPP).....	15
	N. Lactation.....	15
	O. Dress Code and Safety Equipment.....	16
	P. Electronic Communications.....	16
	Q. Cell Phone Usage.....	16
	R. Cell Phone Allowances .....	16
	S. Anti-Fraud.....	18
	T. Termination and Resignation.....	18

VI.	COMPENSATION.....	19
	A. Employee Compensation.....	19
	B. Overtime Pay.....	19
	C. On-Call Pay.....	20
	D. Timekeeping.....	21
	E. Certification Bonus.....	21
	F. Certification and Educational Reimbursement.....	22
	G. Reimbursement for District Related Business.....	22
VII.	BENEFITS .....	22
	A. Vacation .....	22
	B. Sick Leave .....	23
	C. Holidays .....	25
	D. Leave of Absence – Non-CFRA or Non-PDL Eligible.....	26
	E. Compassionate Leave.....	26
	F. Reproductive Loss Leave.....	26
	G. Leave Related to Military Service.....	27
	H. School Suspension Leave.....	27
	I. Victim of Sexual Assault/Domestic Violence Leave.....	27
	J. Victims of Crime and Judicial Proceedings Leave.....	28
	K. HIPPA.....	29
	L. COBRA.....	29
	M. Jury Duty.....	29
	N. Time off to Vote.....	29
	O. Health, Dental, and Vision Insurance.....	30
	P. Life Insurance.....	30
	Q. Disability Insurance.....	30
	R. Retirement Benefits and Deferred Compensation Plan.....	30
	S. Retiree Health, Dental, and Vision Benefits.....	31
	T. Use of Vehicles.....	32
	U. California Family Rights Act (CFRA) Leave and Pregnancy Disability Leave (PDL).....	33
	V. Return to Work.....	34
VIII.	REQUEST FOR REASONABLE ACCOMMODATION.....	34
IX.	NON-DISCRIMINATION POLICY AND COMPLAINT PROCEDURE.....	34
	A. Non-Discrimination Policy.....	34
	B. Complaint Procedure.....	35
X.	WORKPLACE VIOLENCE.....	36
XI.	ANTI-HARASSMENT AND COMPLAINT PROCEDURE.....	36
	A. Anti-Harassment Policy.....	36
	B. Complaint Procedure.....	37
XII.	EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL.....	39





## **LA PUENTE VALLEY COUNTY WATER DISTRICT EMPLOYEE POLICIES AND PROCEDURES MANUAL**

### ***I. PREAMBLE AND TITLE***

This Manual shall be known as the La Puente Valley County Water District Employee Policies and Procedures Manual (the "Manual"). This Manual supersedes the Personnel Manual that was adopted by the Board of Directors on March 11, 2024, ~~December 11, 2023~~, and all subsequently adopted amendments thereto.

### ***II. PURPOSE***

It is the objective of the La Puente Valley County Water District (the "District") to provide fair and equitable personnel management. This Manual is intended to ensure uniform and fair treatment of applicants for employment at the District and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The Board of Directors of the District reserves the right to amend, modify or delete any and all provisions contained in this Manual and shall comply with Government Code Section 54950 et seq. (the "Ralph M. Brown Act") as required.

### ***III. AUTHORITY AND ADMINISTRATION***

- A.** The Board of Directors of the La Puente Valley County Water District has approved the provisions of this Manual. The Board shall approve all additions, amendments and revisions to the personnel policies and procedures contained in this Manual.
- B.** The General Manager is responsible for implementing, administering, and ensuring compliance with the provisions of this Manual. In the event any provision of this Manual requires clarification, the General Manager may issue administrative instructions or guidelines clarifying the intent of said provision as adopted by the Board of Directors. The General Manager may develop and enforce procedures, consistent with this Manual, to facilitate its implementation.

### ***IV. DEFINITIONS***

For the purposes of this Manual the following definitions apply:

- A.** Board of Directors or Board - Board of Directors of the La Puente Valley County Water District.

- B.** Department Head - Employees who are directly responsible to the General Manager for the supervision and/or management of Field Operations, Engineering/Compliance, and Customer Service/Accounting Departments.
- C.** District - The La Puente Valley County Water District which is formed pursuant to the County Water District Law (Water Code Sections 30000, et seq.).
- D.** Exempt/Executive Employee - The General Manager and other employees that may be designated as such. These employees are paid on a salary basis for work performed with no overtime pay. As salaried senior officials of the District, Executive personnel are expected to work those hours necessary to complete their duties and responsibilities.
- E.** Full-Time Regular Employee - All employees appointed by the General Manager for employment on a regular basis and work 40 hours per week. A Full-Time Regular Employee may be an Exempt or Non-Exempt employee.
- F.** General Manager - The General Manager of the District, duly appointed by a majority vote of the Board of Directors.
- G.** Non-Exempt Employee - Any employee who is paid wages for each hour of work performed and is eligible to receive overtime pay according to law.
- H.** Office Administrator – The employee who has been designated by the General Manager to carry out the duties of the position of Office Administrator as set forth in this Manual. The employee designated by the General Manager to serve in this capacity may vary pursuant to the matter to be addressed.
- I.** Part-Time Regular Employee - Any employee who is assigned a work schedule of less than 1,000 hours per fiscal year. Such employees are not entitled to District benefits unless otherwise prescribed by law. See Section VII(~~R~~N)(c) for exceptions.
- J.** Temporary Employee - Any employee hired by the General Manager for a limited period of time, paid by the hour, is not provided any District benefits other than those stipulated by state and federal law, and is eligible to receive overtime pay according to law.
- K.** Intern – A part-time, temporary employee hired by the General Manager for the purpose of gaining hands-on work experience and completing work related tasks at the direction of the intern’s supervisor. This position is for a limited period of time, paid by the hour, and not provided District benefits other than those stipulated by state and federal law.

## **V. EMPLOYMENT**

### **A. At-Will Employment**

Employment with the District is “At-Will” for all employees and interns, with the exception of the General Manager who is employed under a contract with the District. At-Will Employment is not guaranteed for any length of time and may be terminated at any time, with or without cause, or with or without notice, by the District or by the employee, unless otherwise expressly agreed by a written

employment agreement, subject to applicable law. Because employment with the District is At Will, the guidelines in this Manual do not create any contractual or other rights (expressed or implied) for any employee in these classifications. Only the Board of Directors has the authority to enter into any agreement for employment for any specified period of time for any employee of the District.

## **B. Hiring of Employees**

1. The District is an equal opportunity employer and will comply with all policies of the United States and the State of California which protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination because of race (including any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender expression or identity, genetic information, physical handicap, national origin, ancestry, military or veteran status, reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, any combination of the foregoing, or any other protected class or characteristic under state or federal law. Decisions made by the District with regards to employees will be based upon policies and practices that further the principles of equal employment opportunity.
2. In accordance with Section 30540(a) of the California Water Code, the Board shall appoint by majority vote a General Manager, whose employment may be secured by an Employment Agreement. In accordance with Sections 30580 and 30581 of the California Water Code, the General Manager shall hire new employees for those positions approved by the Board pursuant to the approved salary resolution.
3. Prior to commencing employment with the District, applicants for safety sensitive field positions will undergo and must pass a pre-employment physical examination, alcohol and drug use screening, and a background investigation; provided, however, that any test for cannabis that detects nonpsychoactive metabolites will not adversely affect the applicant's potential for hiring. Applicants for office positions are not safety sensitive positions but must pass a background investigation before commencing work with the District. All offers to hire new employees shall be made subject to the condition that the prospective employee successfully passes a physical exam, alcohol and drug screening, (if applicable) and background investigations to the reasonable satisfaction of the District.
4. The District may, in its sole discretion, abolish any position or terminate employment due to lack of work, lack of funds, reorganization, or other legitimate reason or business purpose. The employee holding such a position or employment may be laid off without disciplinary action and without the right of hearing or appeal. Employees to be laid off shall be given at least 14 calendar days' prior written notice.
5. Temporary Employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.
6. Intern employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.

### C. Introductory Period

1. Newly hired or re-hired Non-Management Full-Time Employees will serve an introductory period of six (6) months. Upon conclusion of the introductory period, the employees' performance will be evaluated. The General Manager may extend an employee's introductory period upon written notice to the employee.
2. Passing the introductory period with a satisfactory evaluation is a requirement for continued employment with the District. An introductory employee is employed At Will and may be terminated from his/her employment with the District at any time during the introductory period without cause or notice or the right to a hearing or appeal.
3. Newly hired employees must satisfactorily pass their introductory period to qualify for floating holidays, certification bonuses or to be eligible for educational or steel toe boot reimbursement.
4. Employees terminated during their introductory period shall not be entitled to nor be paid for accrued sick leave or floating holidays unless otherwise mandated by law. However, introductory employees will accrue vacation and sick leave at the normal rate during the introductory period. Accrued vacation time shall be available for use should their employment continue beyond the introductory period or be paid out upon termination unless a prior arrangement was made during the hiring/recruitment process with the General Manager or his/her designee.
5. If an employee is promoted to a higher-level non-management position, that employee will be required to serve a six (6) month introductory period in the new position. The General Manager shall determine upon completion of the introductory period whether the employee has met the performance expectation in the new position. The General Manager may determine if an employee has not done so and demote that employee to his/her previous position if such position is available, or an equivalent position for which the employee is qualified if such position is available, and such decision and action shall not be considered as discipline under Subsection K, below, and shall not entitle the employee to the right of notice, hearing, or appeal. If an employee is promoted to an Executive/Management position, his/her position shall remain At-Will.
6. A promoted employee will continue to accrue vacation and sick leave and is eligible for floating holidays as provided elsewhere herein as well as eligible to take vacation during said introductory period.
7. Successful completion of the introductory period does not assure an employee of continued employment with the District.

Formatted: Font color: Auto

### D. Periodic Employee Evaluation

The General Manager and the respective Department Heads shall evaluate the performance of each employee upon completion of the introductory period. Performance evaluations will be conducted at least annually based on the date of hire, or more frequently at the discretion of the Department Heads or the General Manager.

## E. Normal Workday

The District operates on a 9/80 alternative work schedule. Under that schedule, the employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off (Friday) when compared to the traditional work schedule. The beginning of an employee's work week is every Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.

The District will be open for business Monday through Thursday from 7:00 a.m. to 4:30 p.m. and every other Friday from 7:00 a.m. to 3:30 p.m., except for holidays as provided elsewhere herein. The General Manager or Department Heads shall determine the work schedules for employees and may designate alternate workday hours on a temporary basis, or as otherwise determined to be necessary or desirable, when the District operations make such designations desirable.

1. Each office employee will have one-half (1/2) hour off for lunch each day from Monday through Friday, subject to the reasonable scheduling requirements of the District. Each field operation employee will normally have one-half (1/2) hour off for lunch each day, subject to the reasonable scheduling requirements of the District. Employees are not paid for meal breaks.
2. -Break periods not exceeding ten (10) minutes, one during each work period of three hours or more (e.g., once in the morning and once in the afternoon), shall be provided to employees. Employees are paid for these breaks.
3. -Daily hours of work will be assigned by each employee's Department Head, or the General Manager as required to meet the requirements of that Department.
4. Overtime will be paid as provided in this Manual, as required by applicable law.
5. Attendance is an essential function for all District positions and punctuality is expected at all times. A lack of either is grounds for disciplinary action. If an employee is more than seven (7) minutes late for work, that employee may be required to use accrued vacation time to make up for lost work due to tardiness.

Formatted: Indent: Left: 0.61", Hanging: 0.45"

Formatted: Indent: Left: 0.63", Hanging: 0.43"

## F. On-Call Duty

1. All full-time regular field operation personnel (hereinafter referred to as "field employees") are required to participate in On-Call duty, which is an essential function of the job. It is assigned on a rotating basis by the General Manager or the designated Department Head.
  - a. The designated On-Call employee will be provided with a radio equipped District vehicle and a District cellular phone. The employee assigned this type of On-Call duty will be the first person contacted during non-regular business hours for questions and emergencies related to the distribution system and customer service issues, along with production and treatment system related issues. Accordingly, the On-Call employee on duty must be readily available for contact by telephone and able to respond within 30 minutes to the service call location.
  - b. This On-Call employee must also respond promptly to any SCADA alarm by remotely accessing the SCADA system to acknowledge the alarm and assess the issue. If the issue cannot be resolved via remote access, then the On-Call employee

Formatted: Tab stops: 1.25", Left

Formatted: Tab stops: 1.56", Left

must respond to the problem site within one hour thereafter. The On-Call personnel shall perform a water system check remotely via SCADA each evening after a regular workday sometime between 7:00 p.m. and 10:00 p.m. or as directed by his/her supervisor.

- c. This On-Call employee shall possess at least a Grade 2 Treatment Plant Operator license and a Grade 2 Distribution Operator license issued by the State of California.
  - d. All On-Call duty personnel shall wear a District uniform at all times when conducting District business.
2. On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business.
  3. All On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

Formatted: Tab stops: 1.13", Left + 1.19", Left + Not at 1.08"

### **G. Policy Against Substance Abuse in the Workplace**

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce, as well as the health and welfare of its employees. In recognition of the District's responsibility to maintain a safe work environment, the District strictly prohibits any form of substance abuse. The term "substance abuse" includes, but is not limited to, the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair an employee's work performance and/or ability to perform his or her job safely.

1. All Employees of the District shall not:
  - a. Be at work or on call, drive a vehicle on District business, or operate any District equipment while under the influence of any amount of alcohol, or illegal or unauthorized drugs, or other mind-altering substances, including, but not limited to marijuana, which would result in a positive alcohol or drug test, provided that any test for cannabis that detects nonpsychoactive metabolites will not be considered to be a positive test under this section.
  - b. Ingest alcohol or marijuana, possess open containers of alcohol, possess marijuana unless prescribed for medicinal purposes, or use or possess illegal drugs of any kind while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs of any kind to any person while on duty. If the use by an employee of a prescription drug may create an unsafe working condition which may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of District business, this fact must be reported by the employee to his/her Department Head prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the General Manager or Department Head. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.
2. Pre-Placement/Post Offer Controlled Substance Testing

- a. Any offer of employment for safety sensitive field positions will be conditioned upon the applicant passing a drug screening analysis. The General Manager or Office Administrator shall coordinate the drug screening process. Any applicant who refuses to be tested will not be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.
3. Reasonable Suspicion Testing
    - a. Field Employees are subject to drug and alcohol testing when there is a reasonable suspicion that the employee has violated the rules set forth herein against drug and alcohol use. Such Reasonable Suspicion Testing shall include any drug and alcohol testing subsequent to any employment related injury requiring medical attention or incident involving damage to any District property.
    - b. Field Employees are subject to drug and alcohol testing when they are involved in an accident involving either: 1) the operation of a District vehicle; or 2) physical injury to a District employee or member of the public.
    - c. When a field employee has previously been found in violation of this Section V (G), that employee may be required to submit to periodic unannounced drug and alcohol testing as a condition of remaining in or returning to District employment.
    - d. Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who failed an alcohol or controlled substance test.

## **H. Smoking**

Smoking, including the use of e-cigarettes and vapes, is strictly prohibited at all times while carrying out District work assignments. In accordance with California law, smoking, including the use of e-cigarettes and vapes, is prohibited in and within twenty (20) feet of all District buildings and vehicles.

## **I. Outside Employment**

The District is entitled to the unqualified loyalty of its employees. District employees shall positively represent the District; and the actions of its employees will not conflict with the best interests of the District. No employee of the District shall therefore be permitted to carry on concurrently with their employment with the District, any private business or undertaking which may detrimentally affect the time or quality of work for the District or create a conflict of interest with the District, unless expressly authorized in writing in advance by the General Manager.

## **J. Job Injury**

1. Injuries suffered by employees while in the course of performing work for the District are covered by the District's workers' compensation insurance provider. All such job injuries, including any situation that results in serious injury or illness or death, must be immediately reported to the employee's Department Head and General Manager, who will promptly complete documentation of the injury and forward it to the Office Administrator who will submit an "Employee's Claim for Compensation Benefits" form

(DWC Form 1).

2. Workers' Compensation will be supplemented as follows:
  - a. An employee will receive supplemental District pay for a period of up to three (3) days, as determined by the General Manager, so that said employee will receive equivalent regular pay for the maximum three (3) day period. After the maximum three (3) day period, the employee will be eligible to receive benefits under the District's workers' compensation insurance policy as authorized by the District's workers' compensation provider, should the injury prevent the employee from returning to work for more than three (3) days.
  - b. The General Manager, at his/her sole discretion, may grant supplemental District pay for longer periods of time than provided above.
  - c. Employees may elect to use either accrued sick leave or vacation to supplement workers' compensation benefits in order to receive an equivalent regular paycheck, once the District payments, as provided for in Subsections "a" and/or "b" herein, have been exhausted. Said sick leave or vacation will be used in half (1/2) hour increments.
  - d. The District will attempt to accommodate an employee's return to work after suffering a work-related injury on a case-by-case basis depending on the circumstances of the injury, the District's reasonable needs and, if applicable, availability of light duty work. The General Manager shall make such determination in his or her sole discretion.

## **K. Disciplinary Action**

1. The District may discipline, up to and including termination, any employee for cause at any time, provided that all District employees are At-Will and subject to termination at any time. Disciplinary action for non-at-will employees includes, but is not limited, to, the following:
  - a. Oral Warning. A formal discussion with an employee, usually by the employee's Supervisor or Department Head, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Supervisor or Department Head shall make a written record of the warning which shall be placed and maintained in the employee's personnel file as an "oral warning."
  - b. Written Reprimand. A formal written notice, usually by the employee's immediate Department Head or General Manager, to the employee regarding performance or conduct problems, the need for the employee to improve and what improvement is expected. The written reprimand shall be filed in the employee's personnel file, along with a signed acknowledgment of receipt of the written reprimand from the employee. The employee may respond in writing to the written reprimand within seven (7) days, which response, if any, shall be placed in the personnel file with the written reprimand.
  - c. Suspension. An involuntary leave of absence without pay subject to the



provisions in sections [KJ-2](#) and [KJ-3](#) below.

- d. Demotion. Reduction from one position to another having a lower salary range for disciplinary purposes (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
  - e. Discharge. Termination of employment.
2. Suspensions of Three (3) Days or Less.
    - a. The General Manager has discretion to suspend any employee for a period of three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if any, shall be placed in the personnel file with the notice of suspension.
  3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
    - a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
      - i. A description of the proposed disciplinary action and its effective date(s);
      - ii. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
      - iii. copies of documents upon which the proposed disciplinary action is based, if any;
      - iv. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
      - v. a statement of the employee's right to representation; and
      - vi. a statement of the employee's right to appeal should such proposed disciplinary action become final.
    - b. Prior to the effective date of such suspension, demotion, or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to his or her Department Head or Office Administrator.
    - c. If an employee responds to a notice of proposed disciplinary action, the proposed disciplinary action shall be stayed for two (2) business days, at which time the employee shall receive written notice either sustaining, modifying, or canceling

the proposed disciplinary action.

- d. Should a proposed suspension, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to Section V(K)(4), below.
- e. An employee shall be given reasonable time off without loss of pay to attend a pre-disciplinary meeting and/or interview pursuant to Section V(K)(4), below.

4. Disciplinary Appeals

- a. A suspension of more than three (3) days, demotion, or discharge may be appealed to the District's designated Office Administrator. The appeal shall be presented to the Office Administrator within five (5) calendar days following the employee's receipt of the written notice of such discipline under this Section or Section V(K)(3)(a) should the employee respond to the proposed disciplinary action pursuant to Section V(K)(3)(b). All disciplinary appeals shall be in writing and shall be signed by the employee. If, within the five (5) calendar day appeal period, the employee does not file said appeal, the action of the District shall be considered final and conclusive.
- b. If the employee timely files an appeal, the Office Administrator shall initiate an investigation on the suspension, demotion or discharge that the Office Administrator deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the Office Administrator and to submit any documentary evidence the employee desires to have reviewed during the appeal.
- c. The Office Administrator shall render a decision sustaining, reducing or rescinding an appealed disciplinary action. If an action to suspend or demote is reduced or rescinded, the appellant shall be entitled to restoration of pay and/or benefits in a manner consistent with the Office Administrator's decision. If an action to discharge is reduced to a suspension, the appellant shall be restored to his or her position or a similar position in the same department, subject to forfeiture of pay and benefits for all or a portion of the period of time the appellant was suspended. If an action to discharge is rescinded, the appellant shall be reinstated to his or her former position or a similar position in the same department and shall receive pay and benefits for the entire period of time he or she was removed from duty.
- d. The decision of the Office Administrator is subject to appeal by the terminated employee to the General Manager. The General Manager will not conduct a hearing or a new investigation. The General Manager will review the record on appeal and, within forty-five calendar days following the Office Administrator's decision, will render a decision based thereon, sustaining, overturning, or modifying the Office Administrator's decision. The decision of the General Manager is final.

**L. Standards of Conduct**

Disciplinary actions are imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the common acts that lead to disciplinary action:

1. Actions contrary to the rules and regulations of the District, including those contained in this Manual.
2. Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
3. Using, possessing, dealing, distributing, or being under the influence of alcohol or marijuana, illegal narcotics, non-prescription or unlawful drugs, or other mind-altering substances, or the use of prescription drugs that may affect the safety of the employee or others, while on duty or at work locations, while on-call, or reporting to work or operating District vehicles or equipment.
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Supervisor, Department Head or General Manager.
5. Inefficiency, dishonesty, incompetence, carelessness, or negligence in the performance of duties.
6. Sexual harassment or other unlawful harassment of another employee, customer or any other individual.
7. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
8. Rude or discourteous treatment of other employees, customers or any other individual.
9. Inattention to duty, tardiness, carelessness or negligence in the care and handling of District property.
10. Loss or misuse of District funds.
11. Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies.
12. Misuse of sick leave, including using sick leave under false pretenses.
13. Furnishing false information to obtain employment, or falsification of time sheets or other District records and reports.
14. Absence from duty without proper authorization, failure to report after leave of absence has ended or been disapproved, revoked, or canceled.
15. Acceptance of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
16. Outside work not previously authorized in writing by the General Manager or such work that creates a conflict of interest with District work or detracts from the efficiency of the employee in the effective performance of District functions.

17. Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
18. A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
19. Refusal to submit to drug and alcohol tests when directed to do so by the General Manager, Department Heads or Supervisor pursuant to Section V(G) of this Manual.
20. Testing positive for the presence of a controlled substance or alcohol pursuant to Section V(G) of this Manual; provided that a test for cannabis that detects nonpsychoactive metabolites will not be considered a positive test under this subdivision.
21. Failure to immediately report an accident or injury to the Supervisor, Department Head or General Manager.
22. Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
23. Working overtime without proper authorization.
24. Failure to use or wear proper safety gear, equipment and/or PPE.
25. Violation of any safety practices, including, but not limited to, wearing earbuds during field work operations and/or driving a District vehicle.

### **M. Injury and Illness Prevention Program (IIPP)**

An injury and illness prevention program is a proactive process to help employers find and fix workplace hazards before workers are hurt. The purpose of this program is to prevent illnesses, injuries and fatalities in the workplace. A copy of the District's current Illness and Injury Prevention Program may be obtained from the Office Administrator.

### **N. Lactation**

In compliance with Labor Code Section 1031, the District will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's workspace. The District will provide additional break time to an employee to express milk as required under Labor Code Sections 1031 and 1033. Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to the Office Administrator. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. The District will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how the District will accommodate the request. An employee has

the right to file a complaint with the California Labor Commissioner if the District violates the employee's right to such lactation accommodation.

#### **O. Dress Code and Safety Equipment**

1. The District will provide all full-time field employees with District uniforms to be worn while on duty. The District will also provide all field employees with necessary District owned safety equipment (e.g., safety vests, hard hats, etc.), which will be properly cared for by the employee.
2. Field employees shall be granted an allowance of up to \$350 per year for the purchase of steel toe boots. Employees must submit itemized receipts to the Office Administrator in order to receive reimbursement for said allowance.
3. All employees shall present a clean and neat appearance at all times; provided this provision shall not prohibit any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists.
4. Office personnel will dress in a manner consistent with good business practices.
5. No employee shall have visible tattoos on the head, face, or neck. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin, or be extremist in nature or gang related. Any tattoos in violation of this Section must be covered with clothing or a bandage while at work or must be removed.

#### **P. Electronic Communications**

The District uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, and radios. All such electronic communications are official District's records and are the property of the District. The District reserves the right to access and disclose all messages transmitted through its system or equipment for any purpose. Employees should not, and do not have an expectation of privacy when it comes to their use of any District owned electronic communication devices. Communications transmitted over said forms of electronic communications should be limited to District business and District related activities or the accomplishment of business-related tasks.

#### **Q. Cell Phone Usage**

The use of cellular phones when operating an automobile or any motorized vehicle while conducting District business is prohibited, with the exception of the use of an integrated hands-free vehicle phone system for phone calls only (i.e., text messaging and Bluetooth headsets/earpieces do not fall within this exception).

#### **R. Cell Phone Allowances**

1. The terms upon which employees whose job duties require them to routinely be available by cell phone or to have access to a cell phone when they are performing their duties away from their office. Employees will be compensated for using their personal cell phone to meet those needs.

2. The District provides cell phones to field employees and the General Manger but does not provide office employees with District owned cell phones for their use. Office Employees, as determined by the General Manager, whose job duties require them to regularly use or be available by personal cell phone may be eligible for a cell phone allowance to compensate for the business use of their personal devices.
3. A cell phone allowance is available either on an ongoing or short-term basis. Receipt of a cell phone allowance shall be based upon job duties. Individuals whose duties routinely or temporarily include the following may be eligible for a regular or temporary (minimum of two pay periods) allowance:
  - a. Critical and/or emergency decision making
  - b. Safety or security
  - c. Considerable time away from an assigned office or work area, without assigned telephone access
  - d. Required to be accessible outside of scheduled or normal working hours on a routine basis
4. The General Manager must confirm, in writing, that an employee meets at least one of these criteria and must recommend that the employee receive a cell phone allowance to compensate for business use of a personal cell phone.
5. A technology allowance approval form may be made at any time during the year. Allowances are not available retroactively. All approved allowances will be processed on the first available payroll.
6. A cell phone allowance does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay for purposes of calculating pay raises or overtime rates.
7. In order to receive a cell phone allowance, an employee must agree to the following:
  - a. To obtain and maintain a personal cell phone and sufficient service to enable accomplishment of necessary job duties.
  - b. That they are responsible for any loss, damage, insurance, and/or replacement of their personal cell phone.
  - c. To promptly report to their department head or supervisor any change to their cell phone number.
  - d. Employees agree to carry the cell phone with them, keep it charged and in operational condition as necessary to perform their job duties.
  - e. To share their cell phone number and that their cell phone number may be shared as necessary for business purposes.
8. The dollar amount of the cell phone allowance is intended to compensate for only a

portion of the expense of maintaining a personal cell phone and is determined based on expected use related to job duties. Tax considerations have been taken into account when determining allowance levels.

9. A cell phone allowance shall be \$50 per month.
  - a. Allowance rates shall be periodically reviewed by the General Manager.
  - b. The allowance amount shall be included in the employee's paycheck and will appear monthly.
10. Use of the phone in any manner contrary to local, state or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.
11. The General Manager is responsible for an annual review of the list of employees receiving the cell phone allowance, to determine if existing allowances should be continued as is, changed, or discontinued, and to determine if any new allowances should be established.
12. The District shall not bear any costs associated with an employee's maintenance of a personal cell phone and related service, other than an allowance approved pursuant to this policy.
13. If a District employee's job duties do not include the regular need to use a cell phone, then the employee is not eligible for a cell phone allowance. De minimis use of a personal cell phone for a business purpose or for personal convenience will not be reimbursed.
14. Exceptions to cell phone allowances may be made by the General Manager.

#### **S. Anti-Fraud**

1. The District and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their Department Head or General Manager.
2. The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with District's suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate all facts to the General Manager, Department Head or Supervisor.

#### **T. Termination and Resignation**

1. Upon termination or resignation of employment with the District, the employee shall be offered an exit interview. The exit interview will include a discussion of any and all

applicable benefits, including accrued sick leave, accrued vacation, the District's retirement plan, health insurance, life insurance and disability insurance. The employee is also required to immediately return all District property, i.e., keys, credit cards, identification tag, uniforms, cell phone, laptop, tablets and/or any District embroidered shirts and caps.

2. Employees, including employees released during their initial introductory period or dismissed for disciplinary reasons, will receive their final paycheck within 72 hours of the employee's last day of work or, with the employee's consent, on the next scheduled payroll processing. The final paycheck will include payment for all earned salary due and not previously paid, and any accrued but unused leave balances which are subject to pay. Unused sick leave shall be paid out only to those employees who retire from the District or qualify as specified in Section VII(B) below.

Formatted: Not Highlight

## **VI. COMPENSATION**

### **A. Employee Compensation**

1. The Board of Directors shall have the exclusive authority to determine the General Manager's salary. The Board shall approve changes to the organization of District staff as recommended by the General Manager. The Board shall also determine the salary ranges and hourly pay ranges for positions of the District. The General Manager shall have authority to determine the salaries or hourly pay rates of the employees of the District within the approved salary range for each position.
2. Hourly rate of pay for Exempt/Executive Employees will be calculated by taking the employee's monthly pay rate and multiplying said rate by 12, then dividing by 2,080. All other employees' hourly pay rates shall be established upon date of hire and adjusted thereafter in accordance with Section V(C), VI(A) and Section VI(E).
3. Pay periods for all full-time and part-time employees and District Directors will be bi-weekly.
4. Paychecks for all Employees, and for District Directors will be paid via direct deposit.
5. Pay earned during each pay period shall be paid to the employee within 2 working days of the end of each period.
6. The Board shall annually consider the cost of living in salary and wages of employees based upon recommendation by the General Manager.
7. Adjustments in salary and wages of employees based upon performance will be considered in conjunction with an employee performance review. The General Manager shall have authority to adjust an employee's salary and wages within the approved salary range of each position at his/her discretion.

Formatted: Tab stops: 1.13", Left + Not at 1.06"

### **B. Overtime Pay**

1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime hours worked must be approved by a Department Head or General Manager.



2. Overtime pay is defined as that time spent on the job over nine (9) hours in one (1) workday, and over eight (8) hours on the Fridays worked or any time spent on the job on holidays, non-working Fridays, Saturdays, or Sundays.
3. The rate paid for overtime pay is the regular hourly rate times one and one-half (1½ or 1.5) for each hour of overtime worked beyond nine (9) hours in one day, and over eight (8) hours worked on Friday and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day. A 24-hour workday begins at 12:00 a.m. and concludes at 11:59 p.m.

### C. On-Call Pay

1. Regular Workdays: Each employee of the District who is on On-Call will receive one and a half (1.5) hours of overtime pay for each weekday that the employee is performing On-Call duties. One half (½) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one-half (½) hour of this time is to be recorded as Distribution On-Call for Industry Public Utilities (“IPU”) and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant.
2. SCADA Alarms: Time spent by the On-Call employee to address a SCADA alarm or to perform a system check remotely via SCADA or other electronic device, will be paid overtime pay of a minimum of a quarter-hour (¼), or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor.
3. Weekends and District Closed Fridays: An employee will receive two (2) hours of overtime pay for each weekend day or District closed Fridays that the employee is performing On-Call duties. Three quarter (¾) hour of this time shall be recorded on his/her electronic timesheet as On-Call for the District, three quarter (¾) hour as On-Call for IPU and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant. Each three quarter (¾) hour recorded for LPVCWD and IPU is compensation for providing Distribution, Customer Service and Production On-Call for each entity. The On-Call Personnel shall also perform on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on weekend days, or as directed by his/her supervisor.
4. Holidays: An On-Call employee will receive three (3) hours of overtime pay for each District holiday, excluding floating holidays during which the employee is On-Call. For the employee performing On-Call duties One (1) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one (1) hour of this time is to be recorded as Distribution On-Call for IPU and one (1) hour as BPOU Treatment On-Call for the BPOU treatment plant. Time spent by an employee to address a SCADA alarm or to perform a system check remotely via SCADA will be paid overtime of a minimum of a quarter (¼) hour, or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor. The On-Call Personnel shall also perform

on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on holidays, or as directed by his/her supervisor.

5. Call Outs: If the employee is required to physically respond to an after-hours emergency, service call, or facility alarm, the employee will receive overtime pay for a minimum of two (2) hours, or, for actual time worked, whichever is greater. This shall apply to each call out, provided the next call out occurs at least 2 hours after the initial call out. If the On-Call employee receives an additional call within the first two-hour call out period, the employee shall then be eligible for regular overtime compensation.

#### **D. Timekeeping**

Each employee is required to keep an accurate record of their time through the use of an online time tracking system designated by the District. It is each employee's responsibility to maintain the online time tracking system on a daily basis.

#### **E. Certification Bonus**

When an employee, other than Executive/Management Employees, obtains work related certifications or licenses above the required certification or licenses for their position, the employee will receive an annual bonus for each certification above the required level for their respective position. Qualifying certification or licenses for this bonus program are shown below, along with their respective annual bonus amounts:

- Water Distribution Operator (WDO) certificates issued by the California Water Resources Control Board:
  - WDO I – \$400.00
  - WDO II - \$600.00
  - WDO III - \$800.00
  - WDO IV - \$1,000.00
  - WDO V - \$1,200.00
- Water Treatment Operator (WTO) certificate issued by the California Water Resources Control Board:
  - WTO I - \$ 400.00
  - WTO II - \$600.00
  - WTO III - \$800.00
  - WTO IV - \$1,000.00
  - WTO V - \$1,200.00
- American Water Works Association Water Use Efficiency Practitioner Certification \$600.00
- American Water Works Association Cross Control Specialist Certification - \$800.00

The payment of the bonus for the aforementioned certifications will occur annually on the anniversary date of the issuance of the certificate. If the employee loses or no longer otherwise qualifies for a certification for any reason, the annual bonus for the certification will immediately cease. It is the employee's responsibility to request the bonus at the appropriate time and provide the supporting certificate.

#### **F. Certification and Educational Reimbursement**

1. Upon successfully passing the tests and certifications listed in Section VI(ED), above, the District will reimburse the employee for the cost of the test and certification, as well as certification renewal (minus any late fees, as it is the responsibility of the District employee to seek timely payment of fees).
2. With prior written approval from the General Manager, employees may be entitled to reimbursement of actual expenses for tuition, books and supplies incurred in conjunction with courses that are directly related to improving the employee's job skills or knowledge with respect to his or her current position, as determined by the General Manager in his or her sole discretion, provided the employee receives a passing grade of at least a "C" or "C-" for the course. Expenses for certification and education are limited to a maximum of \$3,000.00 per employee per calendar year.

Formatted: Not Highlight

#### **G. Reimbursement for District Related Business**

Use of personal automobiles by employees for District business shall be reimbursed for miles driven at the current standard mileage rate allowed by the Internal Revenue Service.

### ***VII. BENEFITS***

#### **A. Vacation**

1. Each Full-Time Regular Employee of the District shall receive paid vacation time in addition to salary. Said vacation will be accrued and credited to the employee's vacation account, on a monthly basis, as follows:
  - a. During the first year of employment through the completion of the employee's fifth year of employment, the employee shall accrue 6.67 hours per month of vacation (equivalent to ten (10) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
  - b. During the sixth year of employment through the completion of the employee's tenth year of employment, the employee shall accrue 10 hours per month of vacation (equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
  - c. After the completion of the tenth year of employment, the employee shall accrue 13.33 hours per month of vacation (equivalent to twenty (20) days of vacation per year) up to a maximum of 320 hours of unused vacation time.
2. An employee may utilize accrued vacation time as arranged by the employee and his or her Department Head or General Manager at least 48 hours in advance of

commencement of the vacation. Preferred vacation times are not guaranteed, but the employee's Department Head or General Manager shall attempt to grant the employee's request. Once approved, scheduled vacations may not be changed unless authorized by a Department Head or General Manager.

3. Accrual vacation time is limited to a maximum of 320 hours for each employee and vacation time will cease accruing when that limit is reached, until such time as vacation time is used and the accrued total is reduced below 320 hours. Employees may elect, during any regularly scheduled payroll, to be paid for any vacation that they have accrued up to 80 hours, as long as the hours that are requested to be paid do not result in the employee's unused vacation time balance to drop below 40 hours. Vacation time will be paid at the employee's rate of pay in effect at the time payment is made.
4. In the event a District recognized holiday, as set forth in Section VII(C), below, falls within a scheduled vacation, such holiday shall not be charged against an employee's accrued vacation time.

## B. Sick Leave

1. Full Time Regular Employees
  - a. Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of 6.67 hours per month; provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200<sup>th</sup> day of employment. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of a qualifying act of domestic violence (as defined in Section I, herein), sexual assault, or stalking, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her family member, child; or (ii) to obtain medical attention or recover from injuries that result from a qualifying act of violence; or (iii) to obtain psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (v) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b). A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
  - b. In order to request sick leave, the employee must notify the District in advance whenever the need is foreseeable, or within one (1) hour prior to the time set for beginning the employee's daily duties. If the request is sudden or otherwise

unforeseeable, the employee must provide notice to the employee's Department Head or the General Manager as soon as possible. In addition, if an employee requests sick leave before a scheduled Friday off or the following Monday from a scheduled Friday off, the employee may be required to provide a doctor's note. When sick leave absence is for more than three (3) working days, the employee may be required to file with the District a physician's release or other evidence satisfactory to the District, stating the cause or reason for absence. If an employee is absent five (5) (or more) consecutive working days, a doctor's release may be required in order for the employee to return to work. The doctor's release must state that the employee is sufficiently recovered to perform the duties of the position without restriction or limitation, or the employee may not be permitted to return to work.

- c. Any Full Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance of at least 400 hours (50 days) will be paid for sick leave that is in excess of 400 hours. The payment will be calculated at one-half (1/2) of the employee's current rate of pay for hours in excess of 400 hours, which payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no employee that has a balance of unused sick leave in excess of 400 hours.
- d. If an employee is terminated by the District or resigns with less than five (5) years of service, then the employee shall not be entitled to receive payment for any unused sick leave balance that the employee may have at the time of termination regardless of the amount of unused sick leave. If an employee resigns from the District with five (5) or more years of service to the District the employee will be paid for unused sick leave at fifty percent (50%) of the employee's current rate of pay. If an employee is terminated by the District, the said employee will not be eligible for payment of any unused sick leave. At no time will any such employee, subject to the provisions of this paragraph, be paid for any unused sick leave in excess of four hundred (400) hours.
- e. Any employee who retires with either service or disability retirement will be paid for any unused sick leave at one-half (1/2) of the employee's then current rate of pay.
- f. In case of an employee's death, the Board of Directors, in its sole discretion, may authorize the payment for any unused sick leave to that employee's spouse or family.

## 2. Part-Time Regular Employees

- a. Effective as of January 1, 2024, sick leave with pay shall be granted to each Part-Time Regular Employee of the District at the rate of 2 minutes of sick time per hour worked but will be granted a minimum of five (5) days of paid sick leave per calendar year; provided that in all events, the part-time employee will accrue at least forty (40) hours of sick leave credit by their 200<sup>th</sup> day of employment. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being eligible to use any accrued sick leave. Sick leave is

not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of ~~a qualifying act of domestic violence (as defined in Section I, herein), sexual assault, or stalking~~, including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her ~~family member; child;~~ or (ii) to obtain medical attention or ~~(iii) psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence;~~ or ~~(viii) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b).~~ -A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.

- b. Any Part-Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance in excess of 48 hours, will be paid for any such excess sick leave at the rate of one-half (1/2) of the employee's current hourly rate. Payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no part-time regular employee that has a balance of unused sick leave in excess of 48 hours.
- c. Sections VII.B(1)(c), VII.B(1)(d), and VII.B(1)(e), above, regarding sick leave that apply to Full Time Regular Employees shall also apply to Part Time Regular Employees.

Formatted: Not Highlight

### C. Holidays

1. All Full-Time Regular Employees will receive the following days off from work as paid holidays per Calendar Year:
  - New Year's Day - January 1st
  - Martin Luther King Day - Third Monday in January
  - Presidents' Day - Third Monday in February
  - Cesar Chavez Day - March 31st
  - Memorial Day - Last Monday in May
  - Juneteenth - June 19th
  - Independence Day - July 4th
  - Labor Day - First Monday in September

- Veteran's Day - November 11th
  - Thanksgiving Day – Fourth Thursday in November
  - Thanksgiving Holiday – Day After Thanksgiving Day
  - Christmas Day - December 25th
2. If a holiday falls on a Saturday, the immediately preceding Friday will be deemed the District holiday. If a holiday falls on a Sunday, the immediately following Monday will be deemed the District holiday. Additionally, if a District holiday falls on a scheduled Friday off, the immediately preceding day will be deemed the District holiday unless otherwise decided by the General Manager.
  3. In addition to the District recognized holidays, each Full-Time Regular Employee of the District shall be entitled to two (2) additional days off per calendar year, to be known as a “floating holiday,” which may be utilized on any regularly scheduled District workday with the prior approval of the General Manager or appropriate Department Head. A “floating holiday” must be used in nine (9) hour increments. These “floating holidays” must be used in the calendar year and cannot be carried over to the next calendar year. ~~If not used within the calendar year, the unused day(s) will be paid to the employee at the close of the final pay period of the year, at the employee’s then current hourly rate.~~
  4. Any Full-Time Regular Employee required to work on a holiday may be entitled to compensation pursuant to this Section VII(C). ~~In order for an employee to receive a paid holiday, the employee must work on the regular workday before and the regular workday after the holiday or utilize vacation time on those days. If an employee takes either or both of those days off as sick leave, the employee may not receive a paid holiday unless and until the employee has provided his or her Department Head or General Manager a letter from a doctor or other medical professional substantiating the employee’s absence as a permissible use of sick leave.~~

Formatted: Not Highlight

#### **D. Leave of Absence - Non-CFRA or Non-PDL Eligible**

Upon submission of a written request, and written approval by the General Manager, an employee may be granted a non-CFRA or non-PDL eligible leave of absence without pay. No employee benefits will be paid by the District, or accrued, during the absence, other than those mandated by law. Employee will be offered COBRA beginning the first of the month following the month the leave began. If the employee wishes to continue to receive insurance coverage(s) while on leave of absence, the employee may elect to pay the District the cost of insurance coverage(s) in order to continue protection, through COBRA.

#### **E. Compassionate Leave**

Whenever any Full-Time Regular Employee is absent from work due to a death in the employee's immediate family or the employee's spouse's immediate family, the General Manager is authorized to grant up to a maximum of three (3) working days compassionate leave with pay. Compassionate leave with pay will not affect any employee benefits. Immediate family for the purpose of compassionate leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step relatives. In addition, any employee may request up to five (5) days of unpaid compassionate leave (for Full-Time Regular Employees, they would be entitled to up to two (2) additional unpaid days of such leave) upon the death of a spouse, child, parent,

sibling, grandparent, grandchild, domestic partner or parent-in-law. Such compassionate leave does not need to be used on consecutive days but must be used within three (3) months of the family member's death. An employee may use accrued and unused paid vacation or paid sick leave for any unpaid compassionate leave. The District will not retaliate against an employee for the employee's use of such compassionate leave.

#### **F. Reproductive Loss Leave**

An employee who suffers a reproductive loss event such as, failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction is entitled up to five days of protected unpaid leave. The leave must be completed within three months of the reproductive loss event. An employee who suffers more than one reproductive loss within 12 months will be provided up to 20 days of leave.

#### **G. Leave Related to Military Service**

Any leave taken as a result of military service must be supported by a certification of its necessity from the United States government. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

#### **H. School Suspension Leave**

If an employee is the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose. This time off is unpaid, although you can use accrued vacation or a floating holiday.

#### **I. Victim of ~~Qualifying Act of Violence Sexual Assault/Domestic Violence~~ Leave**

1. If an employee is the victim of a "qualifying act of violence" ~~stalking, domestic violence or sexual assault~~, or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had an immediate family member (i.e., spouse or domestic partner, child, parent, grandparent, grandchild or sibling, or a designated person, as defined in Section B(1)(A), above) who died as a result of a crime, the employee may take time off to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's family member, child. ~~A "qualifying act of violence" is defined as any of the following: (a) domestic violence, (b) sexual assault, (c) stalking, or (d) an act, conduct or pattern of conduct that includes any of the following: (i) an individual causes bodily injury or death to another individual; (ii) an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.~~ The employee must give reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the District substantiating the leave. Certification can be any of the following, including:

Formatted: Not Highlight



- A police report indicating the employee or the employee's family member was a victim as specified in the above paragraph;
  - A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, crime or abuse, or other evidence from the court or prosecuting attorney that you or your family member appeared in court; ~~or~~
  - Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or for physical or mental injuries or abuse resulting in victimization from the crime or abuse.
  - Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized in this section.
2. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of a Qualifying Act of Sexual Assault/Domestic-Violence Leave.
  3. Victim of a Qualifying Act of Sexual Assault/Domestic-Violence Leave may be paid upon the employee's request as provided under Section B, above. ~~is unpaid.~~ However, depending on an employee's specific needs, he or she may use accrued vacation, sick leave, or a floating holiday.
  4. The District will also provide reasonable accommodations, as specified under Government Code section 12945.8(e), Labor Code section 230(f), for any employee who is a victim of a qualifying act of domestic violence, sexual assault or stalking who requests such an accommodation for the employee's safety while at work.
  5. "Domestic violence" is defined in Family Code section 6211; "Crime" is defined in ~~Labor~~Government Code section 12945.8(j)(1); 230(j)(1); "Sexual Assault" is defined in ~~Labor~~Government Code section 12945.8(j)(6); 230(j)(4); "Stalking" is defined in ~~Labor~~Government Code section 12945.8(j)(7); 230(j)(5); and "Victim" is defined in ~~Labor~~Government Code section 12945.8(j)(8); 230(j)(6).

## **J. Victims of Crime and Judicial Proceedings Leave**

1. If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.
2. In order to take time off under this provision, the employee must give the Company a copy of the notice of each scheduled proceeding that is provided to the victim by the

agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing;
  - The district attorney or prosecuting attorney's office; or,
  - The victim and/or witness office that is advocating on behalf of the victim.
3. Time off for Victims of Crime and Judicial Proceedings Leave is unpaid. However, an employee may elect to use your accrued vacation, sick leave, or a floating holiday.
  4. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victims of Crime and Judicial Proceedings Leave.
  5. "Immediate family member" means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.
  6. "Registered domestic partner" means a domestic partner that is registered under California law
  7. "Victim" means a person against whom one of the following crimes has been committed:
    - A violent felony as defined in Penal Code section 667.5(c);
    - A serious felony as defined in Penal Code section 1192.7; or,
    - A felony provision of law proscribing theft or embezzlement.

#### **K. HIPAA**

The Health Insurance Portability and Accountability Act was enacted in 1996 and is overseen by the U.S. Department of Health and Human Services. HIPAA regulations are enforced by the Office of Civil Rights and prevent the release, disclosure or use of an individual's health information without written permission. However, there are instances when certain health information can be disclosed to what is referred to as "covered entities" without permission. A copy of the current HIPAA notice may be obtained from the Office Administrator.

#### **L. COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue group health insurance under the employer's plan at affordable group rates. Employees are notified at hiring of their rights under this law, and it is the employee's responsibility to notify the District's Office Administrator of any qualifying event believed to enable COBRA coverage within 60 days of such event. Cal-COBRA is California law that has similar provisions to federal COBRA. With Cal-COBRA the group policy must

be in force with 2-19 employees covered on at least 50 percent of the employer's working days during the preceding calendar year, or the preceding calendar quarter, if the employer was not in business during any part of the preceding calendar year. A copy of the current COBRA requirements may be obtained from the Office Administrator.

### **M. Jury Duty**

1. District employees summoned by a local or State tribunal will be permitted time off from work for jury duty. The affidavit or Jury Summons requiring jury service must be presented by the employee to the Office Administrator prior to the date that the employee must attend jury duty.
2. For Full-Time Regular Employees, the District will pay for a maximum of up to ten (10) working days of jury service every calendar year at the employee's regular rate of pay. In order to qualify for paid jury leave, the employee must provide proof of attendance at jury duty and pay to the District any amount of money the Court paid to the employee, minus any amount paid for travel mileage.
3. All Full-Time Regular Employees that are required to serve on a jury for more than 10 days will continue to receive other District employment benefits while serving on the jury, but will not receive regular pay beyond the 10 days as set forth under Section VII.M.2, above.

### **N. Time off to Vote**

The General Manager will allow employees time off from work with pay for no more than two (2) hours or as otherwise provided by state and/or federal law for the purposes of voting at any Federal, Statewide or Local Government election. Such time off will be granted during times that are least disruptive to District operations, as designated at the discretion of the General Manager or the appropriate Department Head.

### **O. Health, Dental, and Vision Insurance**

1. All Full-Time Regular Employees of the District, and all elected or appointed members of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage upon meeting the required waiting period for each such coverage. For Medical, the waiting period is 1<sup>st</sup> of the month following 30 days from hire date and for Dental and Vision it is the 1<sup>st</sup> of the month following 60 days from the hire date. For said Full-Time Regular Employees and Directors, the District shall pay for 100% of the cost of health, dental, and vision insurance coverage for the employee or Director, the employee's or Director's spouse, and the employee's or Director's dependent(s) in accordance with the group plan provided by the District. All eligible employees must be enrolled, should you wish to waive coverage please notify Office Administrator.
2. A copy of the current health, dental, and vision insurance plans may be obtained from the Office Administrator. District paid health, dental, and vision insurance is a benefit that is subject to the discretion of the Board of Directors, and the plan(s) or coverage may be changed or eliminated without notice.

2-

Formatted: Indent: Left: 1.08", No bullets or numbering

**P. Life Insurance**

1. Upon meeting the required waiting period, the District provides a life insurance benefit for the employee and such a lesser amount for family members of the employee as provided by the District’s policy.
2. Upon a Director’s sworn Oath of Office and upon meeting the required waiting period, life insurance shall be available to the Director and such lesser amount for the Director’s spouse as provided by the District’s life insurance plan.
3. A copy of the current life insurance plan may be obtained from the Office Administrator. The Board of Directors reserves the right to amend said life insurance benefits in its sole discretion at any time.

**Q. Disability Insurance**

The District provides Full-Time Regular Employees Short-term Disability (STD) and Long-term Disability (LTD) insurance at no cost to the employee upon meeting the required waiting period. More information regarding said disability plans are available for inspection at the District office during regular business hours.

**R. Retirement Benefits and Deferred Compensation Plan**

1. The District participates in the California Public Employees Retirement System (CalPERS) for Full-Time Regular and eligible Part-Time Regular Employees.
  - a. For Full-Time Regular Employees hired prior to January 1, 2013, the District currently pays 100% of the contributions (both employer and employee contributions required under the plan). The District’s contract with CalPERS provides employees with a 2% at age 60-retirement benefit.
  - b. For Full-Time Regular Employees hired after January 1, 2013, the District’s contract with CalPERS provides employees with a 2% at age 62 benefit formula with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. Said Full-Time Regular Employees hired after January 1, 2013, shall pay 50% of the total normal cost of their pension benefit. A Full-Time Regular Employee hired after January 1, 2013, that established a CalPERS membership at his or her previous employer within six months prior to beginning employment at the District, will qualify for the 2% at 60 formula as provided to Full-Time Regular Employees hired before January 1, 2013, as set forth in Section VII(RN)(1)(a).
  - c. A Part-Time Regular Employee who works over 1,000 hours within a fiscal year, July 1st – June 30th, is entitled to retirement benefits with CalPERS. Said benefit shall be effective upon the first day of the first pay period of the following month after which the Part-Time Regular Employee completes 1,000 hours of employment with the District or when it has been predetermined that said employee will be scheduled to work over the 1000-hour limit for part-time employees. For Part-Time Regular Employees hired after January 1, 2013, that are eligible for CalPERS as set forth herein, the benefit is the same as for full-time regular employees as set forth in Section VII(RN)(b), above.

Formatted: Not Highlight

Formatted: Not Highlight

- d. -The District's retirement benefits plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
2. The District also offers an employee funded Deferred Compensation Plan for all employees. Said plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
3. The Board of Directors reserves the right to amend the retirement benefits and deferred compensation plans at any time.

## **S. Retiree Health, Dental and Vision Benefits**

1. The following individuals shall qualify for post-retirement medical, dental and vision insurance benefits:
  - a. Retired Directors elected to office prior to January 1, 1995, who served on the Board of Directors for at least twelve (12) years prior to retirement, pursuant to Government Code Section 53201;
  - b. Full-Time Regular Employees that were employed by the District prior to November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum period of ten (10) years and have attained a minimum age of fifty (50) years; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents; and
  - c. Full-Time Regular Employees employed by the District after November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum continuous period of twenty (20) years and have attained a minimum age of fifty-five (55) years; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents.

Additionally, any Retiree who is eligible for post-retirement medical, dental and vision benefits shall be covered 100-% by the District. Retirees at age 65 must enroll in Medicare Parts A & B to continue health coverage through ACWA JPIA.

2. The District provides medical, dental and vision insurance benefits for the spouses of eligible retired Directors and Employees (hereinafter referred to as the "Retiree") as follows:

a. For the spouse of Retirees under Sections VII(SO)(1)(a) and VII(SO)(1)(b), above, such benefits will be provided for the remainder of the spouse's life, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death. Should the spouse remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease.

Formatted: Not Highlight

Formatted: Not Highlight

b. For the spouse of a Retiree under Section VII(SO)(1)(c), above, the District shall make available, at the Retiree's expense, medical insurance benefits for the spouse of the Retiree, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death. Should the spouse remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease. Any payments for coverage not provided to the District on the premium due date set forth by the insurance provider is subject to cancellation.

Formatted: Not Highlight

3. The District shall make available to Retirees under Section VII(O)(1), above, medical insurance benefits for the children of Retirees at the Retiree's expense, provided that said child(ren) are enrolled in the health coverage(s) at the time of the Retiree's retirement. The eligibility of coverage for such children shall be determined by the insurance provider. If payment for said coverage is not provided to the District on the due date set forth by the insurance provider, said coverage is subject to cancellation.

4. The term "retirement", as used in this section, shall include resignation, death, or termination due to disability, of an employee who otherwise meets the qualifications for post-retirement benefits.

5. Retirees are eligible for Open Enrollment each year.

6. The Board of Directors reserves the right and retains sole discretion to substitute other comparable major medical, vision and dental coverage for the coverage then provided under this Section VII(SO).

Formatted: Not Highlight

## T. Use of Vehicles

1. Employees who are required to operate a District or personal vehicle to conduct District business, must possess a valid California Driver's License issued by the California Department of Motor Vehicles. These employees must, at all times, observe and abide by all state and local traffic laws. Any employee operating a District or personal vehicle, who has his or her driver's license suspended or revoked or is refused insurance coverage by the District's insurance carrier, is subject to having his or her employment terminated by the District.

2. The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program, a free service for the District that provides driver record reports on all employees (full-time and part time).

3. District vehicles are to be garaged at the District's Hudson Avenue warehouse when not

in use. These vehicles are NOT to be used for personal business or transportation of family members or friends. The General Manager may grant a temporary exception to such prohibition when the circumstances warrant. The following District employees shall be issued District vehicles for transportation to and from work as well as for other District Business:

- On-Call employee(s), while on-call
- Supervisor(s)
- Superintendent(s)

#### **U. California Family Rights Act (CFRA Leave) and Pregnancy Disability Leave (PDL)**

1. Under the California Family Rights Act (CFRA), if an employee has more than 12 months of service with the District and has worked at least 1,250 hours in the preceding 12-month period, the employee may have a right to an unpaid family care or medical leave (CFRA Leave). This leave may be for up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child or for the employee's own serious health condition or that of the employee's child, parent, parent-in-law, spouse, registered domestic partner, siblings, grandparents, grandchild or designated person. "Designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
2. Even if an employee is not eligible for CFRA leave, if the employee is disabled by pregnancy, childbirth or related medical conditions, the employee may be entitled to take a pregnancy disability leave (PDL) for up to four (4) months, depending on the period(s) of actual disability. If an employee is eligible under CFRA, the employee may be entitled to take both a PDL and a CFRA leave for the birth of the employee's child.
3. An employee that desires to utilize CFRA or PDL must submit the completed District CFRA form at least 30 days in advance of foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable, the employee must, at a minimum, notify District management verbally as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.
4. The District shall also require written verification from an employee's health care provider before allowing an employee leave for pregnancy disability or the employee's own serious health condition, or written verification from the health care provider of the employee's child, parent or spouse who has a serious health condition, before allowing the employee leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.
5. If an employee seeks leave for the birth, adoption or foster care placement of a child, the minimum duration of the leave is two (2) weeks, and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.
6. Taking CFRA leave or PDL may impact certain employee benefits and an employee's

seniority date. Employee will be offered COBRA continuation coverage beginning the first of the month following the end of the statutory leave or upon termination of employment.

## **V. Return to Work**

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program. This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. The Return-to-Work Policy is available for review in the office of the District's Office Administrator.

## ***VIII. REQUEST FOR REASONABLE ACCOMMODATIONS***

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the District would result. Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the District's Office Administrator to discuss the need for accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any.

## ***IX. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE***

### **A. Nondiscrimination Policy**

1. The District is an equal opportunity employer and makes employment decisions on the basis of merit. Unless based upon a bona fide occupational qualification as defined by law, no personnel action (including appointment to or removal from a position in District employment) shall be based upon race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, age, religion, sex, ancestry, national origin, military status, physical or mental disability, pregnancy, childbirth or related medical condition, reproductive health decisions, marital status, non-disqualifying medical condition, sexual orientation, gender expression or identity, genetic information, military or veteran status, any combination of the foregoing characteristics, or any other consideration unlawful under federal, state or local laws.
2. Any technique or procedure used in recruitment or selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique or any other personnel action shall be used that, in the opinion of the General Manager, is not justifiably linked to successful job performance.
3. Pursuant to applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment with the District, unless such reasonable accommodations would impose undue hardship upon the District. The accommodation process is set forth in Section VIII, above.



## **B. Complaint Procedure**

1. In adopting its nondiscrimination policy, the District assures its employees that every reasonable step will be taken to prevent discrimination from occurring. If an employee believes that he or she has been unlawfully discriminated against, the employee is urged to immediately provide a written or oral complaint to the employee's Department Head, Office Administrator, or to the General Manager as soon as possible after the incident. Such complaint should include all the details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the discrimination confidential, but some information may need to be disclosed in connection with an investigation that will be conducted and as required by applicable law.
2. Anyone receiving a complaint of unlawful discrimination will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough, and objective investigation of the discrimination allegation(s) is undertaken. The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors.
3. After the investigation is completed and findings have been made, the District will communicate the findings to the complainant, the alleged offender, and any other concerned party as determined by the General Manager. If the General Manager determines that unlawful discrimination has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of discrimination will be subject to discipline ranging from oral or written reprimand, up to, and including, termination.
4. To achieve the goals of the District's policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Employees are encouraged to report any and all perceived or alleged incidents of discrimination and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected discrimination.
5. This Nondiscrimination Policy and Complaint Procedure is included as part of this Manual and shall be provided to each District employee and to all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this Manual, which form shall be retained in each employee's personnel file.

## **X. *WORKPLACE VIOLENCE***

- A.** The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or ability to execute its daily business will not be tolerated. In accordance with the California Workplace Violence Prevention Act, the District ~~has will~~ developed a workplace violence

prevention plan and provide s pertinent training to all employees.

- B.** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District's property may be immediately removed from the premises. Threats, threatening behavior, or other acts of violence off District's property, but directed at District employees or Directors or members of the public while conducting business for the District, is a violation of this policy.
- C.** Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, threats through online social media or any other communication medium. Violations of this policy will lead to disciplinary action that may include termination.
- D.** Employees are responsible for notifying the General Manager or Department Head of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment at the District.
- E.** Each employee who receives a protective or restraining order which lists District's premises as a protected area is required to provide the Office Manager with a copy of such order.

## ***XI. ANTI-HARASSMENT AND COMPLAINT PROCEDURE***

### **A. Anti-Harassment Policy**

1. All employees, customers of the District, and members of the public, are to be treated with respect and dignity. The District is committed to providing an atmosphere free of all harassment, particularly harassment based on such factors as race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, religion, sex, national origin or ancestry, physical or mental disability, non-disqualifying medical condition, pregnancy, childbirth or related conditions, reproductive health decisions, marital status, age, sexual orientation, gender identity or expression, or genetic information, military or veteran status, any combination of the foregoing characteristics, or other protected class or characteristic under applicable state or federal law.
2. Workplace harassment is against the law. It is the policy of the District that workplace harassment of any co-worker, co-employee or member of the public, by any employee, contractor, vendor, or customer of the District is absolutely prohibited and will not be tolerated. Failure to abide by this policy will result in disciplinary action, up to, and including, termination.
3. Workplace harassment includes verbal, physical, and visual contact that creates an intimidating, offensive, or hostile working environment that interferes with work performance. Examples of workplace harassment include, but are not limited to, racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, offensive or insulting posters or cartoons, and unwanted touching or blocking of normal movement.
4. It is unlawful to harass a person because of that person's sex. Sexual harassment encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex. Sexual harassment includes, but is not limited to, the making

of any unwelcome advances and/or visual, verbal or physical conduct of a sexual nature, offering employment benefits in exchange for sexual favors, or threatening reprisals after a negative response to a sexual advance. Some examples of sexual harassment are: requests for sexual favors, demeaning sexual remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, references to anyone in terms such as "honey," making or using derogatory comments, epithets, slurs or jokes, comments about an individual's body, touching, impeding or blocking movements, or any other conduct based upon an individual's sex that creates an atmosphere or environment that interferes with that individual's job performance or is intimidating, hostile, or offensive to that individual.

5. ~~5.~~ If an employee thinks that he or she or one of his or her co-workers has been the victim of harassment, that person should tell the harasser that the behavior is unwelcome. If the harasser does not stop, then immediately report such conduct to his or other Department Head or to the General Manager. Every complaint of harassment that is reported to a Department Head or the General Manager will be taken seriously and investigated thoroughly. The District encourages employees to report harassment, as every employee's cooperation is crucial to maintaining a healthy workplace that is free from harassment. Retaliation against any employee by management or other employees for making a complaint of harassment in good faith, or participating in the investigation of any complaint, will not be tolerated. This is the firm "zero tolerance" policy of the District.

## **B. Complaint Procedure**

1. In adopting its zero-tolerance harassment policy, the District ensures its employees that every reasonable step will be taken to prevent harassment at the workplace. If an employee believes that he or she has been unlawfully harassed, the employee is urged to immediately do the following:
  - a. Make it clear to the offender that the behavior is offensive and unacceptable. If possible, confront the offender and attempt to persuade him or her to stop the behavior that is unwelcome. The offender may not realize that the advances or behavior are unacceptable. A simple confrontation will often end the situation.
  - b. Don't let confusion and self-doubt stop any person from speaking out regarding the behavior and actions of the offender.
  - c. Keep a record of dates, times, places, witnesses and the nature of the harassment. Such records may be very helpful if the employee finds it necessary to pursue a formal complaint.
  - d. Contact his or her Supervisor, Department Head or the General Manager if the employee feels that he or she has been or is being sexually harassed or is aware of or suspects the occurrence of sexual harassment, or desires counseling on coping with sexual harassment.
  - e. Foster confidentiality by ensuring the privacy for all parties concerned with the exception of proper notification to the General Manager, Department Heads or Supervisor.

- f. Provide a written or oral complaint to the employee's Supervisor, Department Head or to the General Manager as soon as possible after the incident. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors. Such complaint should include all details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the harassment confidential, but some information may need to be disclosed in connection with any investigation to be conducted or as required by applicable law.
2. The following procedures will be followed after an employee reports unlawful harassment:
  - a. Anyone receiving a complaint of unlawful harassment will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough and objective investigation of the harassment allegation(s) is undertaken; provided that if the complaint relates to conduct by the General Manager, then the complaint will be submitted to the President of the District's Board of Directors, who will consult with District legal counsel regarding the possible investigation of the allegation(s). The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies.
  - b. After the investigation and findings have been concluded, the District will communicate the findings to the complainant, alleged harasser, and any other concerned party as determined by the General Manager. If it is determined that unlawful harassment has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of harassment will be subject to discipline ranging from verbal or written reprimand, up to, and including, termination.
3. To achieve the goals of the District's anti-harassment policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute towards its maximum fulfillment. Employees are encouraged to report any and all alleged or perceived incidents of harassment and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected harassment.
4. This Anti-Harassment Policy and Complaint Procedure are included in this Manual and shall be provided to each District employee and all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this manual and the executed form shall be retained in each employee's personnel file.



***XII. EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL***

Each existing District employee and all new employees are required to receive and read a copy of this Manual and any amendments thereto. Each existing employee shall, within 30 days of the adoption of this Manual, receive and sign an acknowledgement that he or she has received and read this Manual and understands its provisions, including that the employee's status is that of an "at will" employee, which acknowledgement shall be placed in the employee's personnel file. Each newly hired employee shall, at the time of commencement of employment, receive a copy of this Manual and sign such acknowledgement prior to commencement of work at the District, which acknowledgement shall be placed in the employee's personnel file.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL ADOPTED ON THE**

~~11<sup>th</sup>~~<sup>9<sup>th</sup></sup> Day of ~~March~~<sup>December</sup> 2024 I acknowledge that I have received, read, and understand the La Puente Valley County Water District's Employee Policies and Procedures Manual. I understand that this acknowledgement will be placed in my personnel file and that I will receive a copy of it upon request.

---

[Print Full Name]

---

[Signature]

---

[Date]



**RESOLUTION NO. 306**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT AMENDING ITS EMPLOYEE POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, the Board of Directors of the La Puente Valley County Water District (the "District") adopted an Employee Policies and Procedures Manual (the "Manual") to govern all matters related to employment at the District;

**WHEREAS**, District staff regularly reviews and proposes updates to the Manual as necessary to reflect changes in the law, incorporate industry best practices, or revise or adopt new policies or procedures to better improve the benefits, safety, or workplace conditions generally, with regards to employment at the District;

**WHEREAS**, the District has conducted a regular review of its Manual and desires to make certain revisions to the Manual to reflect the foregoing;

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the La Puente Valley County Water District hereby amends its Employee Policies and Procedures Manual as reflected in the attached overview document and as specified in the draft Manual in the form presented to the Board of Directors.

**BE IT FURTHER RESOLVED**, that the District's General Manager shall present the Manual, as revised, to all District employees as soon as feasible and changes made in the Manual will take effect immediately.

**ADOPTED, SIGNED AND APPROVED this 9<sup>th</sup> day of December 2024**

Ayes:

Noes:

Absent:

Abstain:

---

President  
Board of Directors  
La Puente Valley County Water District

ATTEST:

---

Roy Frausto, Board Secretary

***EMPLOYEE POLICIES***  
***AND***  
***PROCEDURES MANUAL***



**Revised December 2024**



## EMPLOYEE POLICIES AND PROCEDURES MANUAL

### Table of Contents

I.	PREAMBLE AND TITLE.....	4
II.	PURPOSE.....	4
III.	AUTHORITY AND ADMINISTRATION.....	4
IV.	DEFINITIONS.....	4
V.	EMPLOYMENT.....	5
	A. At-Will Employment.....	5
	B. Hiring of Employees.....	6
	C. Introductory Period – Non-Management Employees.....	7
	D. Periodic Employee Evaluation.....	7
	E. Normal Workday.....	8
	F. On-Call Duty.....	8
	G. Policy Against Substance Abuse in the Workplace.....	9
	H. Smoking.....	10
	I. Outside Employment.....	10
	J. Job Injury.....	10
	K. Disciplinary Action.....	11
	L. Standards of Conduct.....	13
	M. Injury and Illness Prevention Program (IIPP).....	15
	N. Lactation.....	15
	O. Dress Code and Safety Equipment.....	16
	P. Electronic Communications.....	16
	Q. Cell Phone Usage.....	16
	R. Cell Phone Allowances .....	16
	S. Anti-Fraud.....	18
	T. Termination and Resignation.....	18



VI.	COMPENSATION.....	19
	A. Employee Compensation.....	19
	B. Overtime Pay.....	19
	C. On-Call Pay.....	20
	D. Timekeeping.....	21
	E. Certification Bonus.....	21
	F. Certification and Educational Reimbursement.....	22
	G. Reimbursement for District Related Business.....	22
VII.	BENEFITS .....	22
	A. Vacation .....	22
	B. Sick Leave .....	23
	C. Holidays .....	25
	D. Leave of Absence – Non-CFRA or Non-PDL Eligible.....	26
	E. Compassionate Leave.....	26
	F. Reproductive Loss Leave.....	27
	G. Leave Related to Military Service.....	27
	H. School Suspension Leave.....	27
	I. Victim of Qualifying Act of Violence Leave.....	27
	J. Victims of Crime and Judicial Proceedings Leave.....	28
	K. HIPPA.....	29
	L. COBRA.....	29
	M. Jury Duty.....	30
	N. Time off to Vote.....	30
	O. Health, Dental, and Vision Insurance.....	30
	P. Life Insurance.....	30
	Q. Disability Insurance.....	31
	R. Retirement Benefits and Deferred Compensation Plan.....	31
	S. Retiree Health, Dental, and Vision Benefits.....	32
	T. Use of Vehicles.....	33
	U. California Family Rights Act (CFRA) Leave and Pregnancy Disability Leave (PDL).....	34
	V. Return to Work.....	35
VIII.	REQUEST FOR REASONBLE ACCOMMODATION.....	35
IX.	NON-DISCRIMINATION POLICY AND COMPLAINT PROCEDURE.....	35
	A. Non-Discrimination Policy.....	35
	B. Complaint Procedure.....	36
X.	WORKPLACE VIOLENCE.....	36
XI.	ANTI-HARASSMENT AND COMPLAINT PROCEDURE.....	37
	A. Anti-Harassment Policy.....	37
	B. Complaint Procedure.....	38
XII.	EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL.....	40



## ***LA PUENTE VALLEY COUNTY WATER DISTRICT EMPLOYEE POLICIES AND PROCEDURES MANUAL***

### ***I. PREAMBLE AND TITLE***

This Manual shall be known as the La Puente Valley County Water District Employee Policies and Procedures Manual (the "Manual"). This Manual supersedes the Personnel Manual that was adopted by the Board of Directors on March 11, 2024, and all subsequently adopted amendments thereto.

### ***II. PURPOSE***

It is the objective of the La Puente Valley County Water District (the "District") to provide fair and equitable personnel management. This Manual is intended to ensure uniform and fair treatment of applicants for employment at the District and to define obligations, rights, privileges, benefits and prohibitions for all employees of the District.

The Board of Directors of the District reserves the right to amend, modify or delete any and all provisions contained in this Manual and shall comply with Government Code Section 54950 et seq. (the "Ralph M. Brown Act") as required.

### ***III. AUTHORITY AND ADMINISTRATION***

- A.** The Board of Directors of the La Puente Valley County Water District has approved the provisions of this Manual. The Board shall approve all additions, amendments and revisions to the personnel policies and procedures contained in this Manual.
- B.** The General Manager is responsible for implementing, administering, and ensuring compliance with the provisions of this Manual. In the event any provision of this Manual requires clarification, the General Manager may issue administrative instructions or guidelines clarifying the intent of said provision as adopted by the Board of Directors. The General Manager may develop and enforce procedures, consistent with this Manual, to facilitate its implementation.

### ***IV. DEFINITIONS***

For the purposes of this Manual the following definitions apply:

- A.** Board of Directors or Board - Board of Directors of the La Puente Valley County Water District.

- B.** Department Head - Employees who are directly responsible to the General Manager for the supervision and/or management of Field Operations, Engineering/Compliance, and Customer Service/Accounting Departments.
- C.** District - The La Puente Valley County Water District which is formed pursuant to the County Water District Law (Water Code Sections 30000, et seq.).
- D.** Exempt/Executive Employee - The General Manager and other employees that may be designated as such. These employees are paid on a salary basis for work performed with no overtime pay. As salaried senior officials of the District, Executive personnel are expected to work those hours necessary to complete their duties and responsibilities.
- E.** Full-Time Regular Employee - All employees appointed by the General Manager for employment on a regular basis and work 40 hours per week. A Full-Time Regular Employee may be an Exempt or Non-Exempt employee.
- F.** General Manager - The General Manager of the District, duly appointed by a majority vote of the Board of Directors.
- G.** Non-Exempt Employee - Any employee who is paid wages for each hour of work performed and is eligible to receive overtime pay according to law.
- H.** Office Administrator – The employee who has been designated by the General Manager to carry out the duties of the position of Office Administrator as set forth in this Manual. The employee designated by the General Manager to serve in this capacity may vary pursuant to the matter to be addressed.
- I.** Part-Time Regular Employee - Any employee who is assigned a work schedule of less than 1,000 hours per fiscal year. Such employees are not entitled to District benefits unless otherwise prescribed by law. See Section VII(R)(c) for exceptions.
- J.** Temporary Employee - Any employee hired by the General Manager for a limited period of time, paid by the hour, is not provided any District benefits other than those stipulated by state and federal law, and is eligible to receive overtime pay according to law.
- K.** Intern – A part-time, temporary employee hired by the General Manager for the purpose of gaining hands-on work experience and completing work related tasks at the direction of the intern’s supervisor. This position is for a limited period of time, paid by the hour, and not provided District benefits other than those stipulated by state and federal law.

## **V. *EMPLOYMENT***

### **A. At-Will Employment**

Employment with the District is “At-Will” for all employees and interns, with the exception of the General Manager who is employed under a contract with the District. At-Will Employment is not guaranteed for any length of time and may be terminated at any time, with or without cause, or with or without notice, by the District or by the employee, unless otherwise expressly agreed by a written

employment agreement, subject to applicable law. Because employment with the District is At Will, the guidelines in this Manual do not create any contractual or other rights (expressed or implied) for any employee in these classifications. Only the Board of Directors has the authority to enter into any agreement for employment for any specified period of time for any employee of the District.

## **B. Hiring of Employees**

1. The District is an equal opportunity employer and will comply with all policies of the United States and the State of California which protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination because of race (including any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), religious creed, color, age, sex, sexual orientation, gender expression or identity, genetic information, physical handicap, national origin, ancestry, military or veteran status, reproductive health decisions, including a decision to use or access a particular drug, device, product or medical service for reproductive health, any combination of the foregoing, or any other protected class or characteristic under state or federal law. Decisions made by the District with regards to employees will be based upon policies and practices that further the principles of equal employment opportunity.
2. In accordance with Section 30540(a) of the California Water Code, the Board shall appoint by majority vote a General Manager, whose employment may be secured by an Employment Agreement. In accordance with Sections 30580 and 30581 of the California Water Code, the General Manager shall hire new employees for those positions approved by the Board pursuant to the approved salary resolution.
3. Prior to commencing employment with the District, applicants for safety sensitive field positions will undergo and must pass a pre-employment physical examination, alcohol and drug use screening, and a background investigation; provided, however, that any test for cannabis that detects nonpsychoactive metabolites will not adversely affect the applicant's potential for hiring. Applicants for office positions are not safety sensitive positions but must pass a background investigation before commencing work with the District. All offers to hire new employees shall be made subject to the condition that the prospective employee successfully passes a physical exam, alcohol and drug screening, (if applicable) and background investigations to the reasonable satisfaction of the District.
4. The District may, in its sole discretion, abolish any position or terminate employment due to lack of work, lack of funds, reorganization, or other legitimate reason or business purpose. The employee holding such a position or employment may be laid off without disciplinary action and without the right of hearing or appeal. Employees to be laid off shall be given at least 14 calendar days' prior written notice.
5. Temporary Employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.
6. Intern employees may be hired by the General Manager. The General Manager shall determine the term of employment, the number of hours to be worked in a day or week, and the compensation the employee will receive.

### **C. Introductory Period**

1. Newly hired or re-hired Non-Management Full-Time Employees will serve an introductory period of six (6) months. Upon conclusion of the introductory period, the employees' performance will be evaluated. The General Manager may extend an employee's introductory period upon written notice to the employee.
2. Passing the introductory period with a satisfactory evaluation is a requirement for continued employment with the District. An introductory employee is employed At Will and may be terminated from his/her employment with the District at any time during the introductory period without cause or notice or the right to a hearing or appeal.
3. Newly hired employees must satisfactorily pass their introductory period to qualify for floating holidays, certification bonuses or to be eligible for educational or steel toe boot reimbursement.
4. Employees terminated during their introductory period shall not be entitled to nor be paid for accrued sick leave or floating holidays unless otherwise mandated by law. However, introductory employees will accrue vacation and sick leave at the normal rate during the introductory period. Accrued vacation time shall be available for use should their employment continue beyond the introductory period or be paid out upon termination unless a prior arrangement was made during the hiring/recruitment process with the General Manager or his/her designee.
5. If an employee is promoted to a higher-level non-management position, that employee will be required to serve a six (6) month introductory period in the new position. The General Manager shall determine upon completion of the introductory period whether the employee has met the performance expectation in the new position. The General Manager may determine if an employee has not done so and demote that employee to his/her previous position if such position is available, or an equivalent position for which the employee is qualified if such position is available, and such decision and action shall not be considered as discipline under Subsection K, below, and shall not entitle the employee to the right of notice, hearing, or appeal. If an employee is promoted to an Executive/Management position, his/her position shall remain At-Will.
6. A promoted employee will continue to accrue vacation and sick leave and is eligible for floating holidays as provided elsewhere herein as well as eligible to take vacation during said introductory period.
7. Successful completion of the introductory period does not assure an employee of continued employment with the District.

### **D. Periodic Employee Evaluation**

The General Manager and the respective Department Heads shall evaluate the performance of each employee upon completion of the introductory period. Performance evaluations will be conducted at least annually based on the date of hire, or more frequently at the discretion of the Department Heads or the General Manager.

## **E. Normal Workday**

The District operates on a 9/80 alternative work schedule. Under that schedule, the employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off (Friday) when compared to the traditional work schedule. The beginning of an employee's work week is every Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.

The District will be open for business Monday through Thursday from 7:00 a.m. to 4:30 p.m. and every other Friday from 7:00 a.m. to 3:30 p.m., except for holidays as provided elsewhere herein. The General Manager or Department Heads shall determine the work schedules for employees and may designate alternate workday hours on a temporary basis, or as otherwise determined to be necessary or desirable, when the District operations make such designations desirable.

1. Each office employee will have one-half (1/2) hour off for lunch each day from Monday through Friday, subject to the reasonable scheduling requirements of the District. Each field operation employee will normally have one-half (1/2) hour off for lunch each day, subject to the reasonable scheduling requirements of the District. Employees are not paid for meal breaks.
2. Break periods not exceeding ten (10) minutes, one during each work period of three hours or more (e.g., once in the morning and once in the afternoon), shall be provided to employees. Employees are paid for these breaks.
3. Daily hours of work will be assigned by each employee's Department Head, or the General Manager as required to meet the requirements of that Department.
4. Overtime will be paid as provided in this Manual, as required by applicable law.
5. Attendance is an essential function for all District positions and punctuality is expected at all times. A lack of either is grounds for disciplinary action. If an employee is more than seven (7) minutes late for work, that employee may be required to use accrued vacation time to make up for lost work due to tardiness.

## **F. On-Call Duty**

1. All full-time regular field operation personnel (hereinafter referred to as "field employees") are required to participate in On-Call duty, which is an essential function of the job. It is assigned on a rotating basis by the General Manager or the designated Department Head.
  - a. The designated On-Call employee will be provided with a radio equipped District vehicle and a District cellular phone. The employee assigned this type of On-Call duty will be the first person contacted during non-regular business hours for questions and emergencies related to the distribution system and customer service issues, along with production and treatment system related issues. Accordingly, the On-Call employee on duty must be readily available for contact by telephone and able to respond within 30 minutes to the service call location.
  - b. This On-Call employee must also respond promptly to any SCADA alarm by remotely accessing the SCADA system to acknowledge the alarm and assess the issue. If the issue cannot be resolved via remote access, then the On-Call employee

must respond to the problem site within one hour thereafter. The On-Call personnel shall perform a water system check remotely via SCADA each evening after a regular workday sometime between 7:00 p.m. and 10:00 p.m. or as directed by his/her supervisor.

- c. This On-Call employee shall possess at least a Grade 2 Treatment Plant Operator license and a Grade 2 Distribution Operator license issued by the State of California.
  - d. All On-Call duty personnel shall wear a District uniform at all times when conducting District business.
2. On-Call duty cycles begin each Wednesday evening at the close of business and end the following Wednesday at the opening of business.
  3. All On-Call personnel shall be compensated for such work as provided in Section VI(C) of this Manual.

## **G. Policy Against Substance Abuse in the Workplace**

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its workforce, as well as the health and welfare of its employees. In recognition of the District's responsibility to maintain a safe work environment, the District strictly prohibits any form of substance abuse. The term "substance abuse" includes, but is not limited to, the use or possession of illegal drugs, alcohol, or abuse of prescription drugs, which could impair an employee's work performance and/or ability to perform his or her job safely.

1. All Employees of the District shall not:
  - a. Be at work or on call, drive a vehicle on District business, or operate any District equipment while under the influence of any amount of alcohol, or illegal or unauthorized drugs, or other mind-altering substances, including, but not limited to marijuana, which would result in a positive alcohol or drug test, provided that any test for cannabis that detects nonpsychoactive metabolites will not be considered to be a positive test under this section.
  - b. Ingest alcohol or marijuana, possess open containers of alcohol, possess marijuana unless prescribed for medicinal purposes, or use or possess illegal drugs of any kind while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs of any kind to any person while on duty. If the use by an employee of a prescription drug may create an unsafe working condition which may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of District business, this fact must be reported by the employee to his/her Department Head prior to reporting to work. Employees whose job performance is so restricted may be subject to reassignment, medical examination, or other reasonable actions as determined by the General Manager or Department Head. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.
2. Pre-Placement/Post Offer Controlled Substance Testing

- a. Any offer of employment for safety sensitive field positions will be conditioned upon the applicant passing a drug screening analysis. The General Manager or Office Administrator shall coordinate the drug screening process. Any applicant who refuses to be tested will not be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.
3. Reasonable Suspicion Testing
    - a. Field Employees are subject to drug and alcohol testing when there is a reasonable suspicion that the employee has violated the rules set forth herein against drug and alcohol use. Such Reasonable Suspicion Testing shall include any drug and alcohol testing subsequent to any employment related injury requiring medical attention or incident involving damage to any District property.
    - b. Field Employees are subject to drug and alcohol testing when they are involved in an accident involving either: 1) the operation of a District vehicle; or 2) physical injury to a District employee or member of the public.
    - c. When a field employee has previously been found in violation of this Section V (G), that employee may be required to submit to periodic unannounced drug and alcohol testing as a condition of remaining in or returning to District employment.
    - d. Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who failed an alcohol or controlled substance test.

## **H. Smoking**

Smoking, including the use of e-cigarettes and vapes, is strictly prohibited at all times while carrying out District work assignments. In accordance with California law, smoking, including the use of e-cigarettes and vapes, is prohibited in and within twenty (20) feet of all District buildings and vehicles.

## **I. Outside Employment**

The District is entitled to the unqualified loyalty of its employees. District employees shall positively represent the District; and the actions of its employees will not conflict with the best interests of the District. No employee of the District shall therefore be permitted to carry on concurrently with their employment with the District, any private business or undertaking which may detrimentally affect the time or quality of work for the District or create a conflict of interest with the District, unless expressly authorized in writing in advance by the General Manager.

## **J. Job Injury**

1. Injuries suffered by employees while in the course of performing work for the District are covered by the District's workers' compensation insurance provider. All such job injuries, including any situation that results in serious injury or illness or death, must be immediately reported to the employee's Department Head and General Manager, who will promptly complete documentation of the injury and forward it to the Office Administrator who will submit an "Employee's Claim for Compensation Benefits" form



(DWC Form 1).

2. Workers' Compensation will be supplemented as follows:
  - a. An employee will receive supplemental District pay for a period of up to three (3) days, as determined by the General Manager, so that said employee will receive equivalent regular pay for the maximum three (3) day period. After the maximum three (3) day period, the employee will be eligible to receive benefits under the District's workers' compensation insurance policy as authorized by the District's workers' compensation provider, should the injury prevent the employee from returning to work for more than three (3) days.
  - b. The General Manager, at his/her sole discretion, may grant supplemental District pay for longer periods of time than provided above.
  - c. Employees may elect to use either accrued sick leave or vacation to supplement workers' compensation benefits in order to receive an equivalent regular paycheck, once the District payments, as provided for in Subsections "a" and/or "b" herein, have been exhausted. Said sick leave or vacation will be used in half (1/2) hour increments.
  - d. The District will attempt to accommodate an employee's return to work after suffering a work-related injury on a case-by-case basis depending on the circumstances of the injury, the District's reasonable needs and, if applicable, availability of light duty work. The General Manager shall make such determination in his or her sole discretion.

## **K. Disciplinary Action**

1. The District may discipline, up to and including termination, any employee for cause at any time, provided that all District employees are At-Will and subject to termination at any time. Disciplinary action for non-at-will employees includes, but is not limited, to, the following:
  - a. Oral Warning. A formal discussion with an employee, usually by the employee's Supervisor or Department Head, about performance or conduct problems, the need for the employee to improve and what improvement is expected. The Supervisor or Department Head shall make a written record of the warning which shall be placed and maintained in the employee's personnel file as an "oral warning."
  - b. Written Reprimand. A formal written notice, usually by the employee's immediate Department Head or General Manager, to the employee regarding performance or conduct problems, the need for the employee to improve and what improvement is expected. The written reprimand shall be filed in the employee's personnel file, along with a signed acknowledgment of receipt of the written reprimand from the employee. The employee may respond in writing to the written reprimand within seven (7) days, which response, if any, shall be placed in the personnel file with the written reprimand.
  - c. Suspension. An involuntary leave of absence without pay subject to the

provisions in sections K-2 and K-3 below.

- d. Demotion. Reduction from one position to another having a lower salary range for disciplinary purposes (Demotions resulting from organizational changes and layoffs are not disciplinary actions.)
  - e. Discharge. Termination of employment.
2. Suspensions of Three (3) Days or Less.
- a. The General Manager has discretion to suspend any employee for a period of three (3) days or less, and the suspended employee shall have no right of appeal. In such cases, a written notice will be given to and discussed with the employee. A copy of such notice will be placed in the employee's personnel file, along with a signed acknowledgement of receipt thereof by the employee. The notice shall include the specific charges upon which the action is based, identification of the rule, regulation, or policy violated, and the duration of the suspension. The employee may respond in writing to such notice within seven (7) days, which response, if any, shall be placed in the personnel file with the notice of suspension.
3. Suspensions of More than Three (3) Days, Demotion, or Discharge.
- a. Prior to suspending an employee for more than three (3) days, demoting, or discharging an employee, a written notice of such proposed disciplinary action shall be delivered to the employee personally, or by certified mail to the employee's last known address, at least five (5) business days prior to the effective date of the proposed disciplinary action. Such written notice shall contain:
    - i. A description of the proposed disciplinary action and its effective date(s);
    - ii. a statement of the reasons for such proposed disciplinary action, including the acts or omissions on which the proposed disciplinary action is based;
    - iii. copies of documents upon which the proposed disciplinary action is based, if any;
    - iv. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
    - v. a statement of the employee's right to representation; and
    - vi. a statement of the employee's right to appeal should such proposed disciplinary action become final.
  - b. Prior to the effective date of such suspension, demotion, or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to his or her Department Head or Office Administrator.
  - c. If an employee responds to a notice of proposed disciplinary action, the proposed disciplinary action shall be stayed for two (2) business days, at which time the employee shall receive written notice either sustaining, modifying, or canceling

the proposed disciplinary action.

- d. Should a proposed suspension, demotion, or discharge become final, an employee shall have the right to appeal such action pursuant to Section V(K)(4), below.
- e. An employee shall be given reasonable time off without loss of pay to attend a pre-disciplinary meeting and/or interview pursuant to Section V(K)(4), below.

#### 4. Disciplinary Appeals

- a. A suspension of more than three (3) days, demotion, or discharge may be appealed to the District's designated Office Administrator. The appeal shall be presented to the Office Administrator within five (5) calendar days following the employee's receipt of the written notice of such discipline under this Section or Section V(K)(3)(a) should the employee respond to the proposed disciplinary action pursuant to Section V(K)(3)(b). All disciplinary appeals shall be in writing and shall be signed by the employee. If, within the five (5) calendar day appeal period, the employee does not file said appeal, the action of the District shall be considered final and conclusive.
- b. If the employee timely files an appeal, the Office Administrator shall initiate an investigation on the suspension, demotion or discharge that the Office Administrator deems appropriate in his or her sole discretion, grant the employee the opportunity to be heard by the Office Administrator and to submit any documentary evidence the employee desires to have reviewed during the appeal.
- c. The Office Administrator shall render a decision sustaining, reducing or rescinding an appealed disciplinary action. If an action to suspend or demote is reduced or rescinded, the appellant shall be entitled to restoration of pay and/or benefits in a manner consistent with the Office Administrator's decision. If an action to discharge is reduced to a suspension, the appellant shall be restored to his or her position or a similar position in the same department, subject to forfeiture of pay and benefits for all or a portion of the period of time the appellant was suspended. If an action to discharge is rescinded, the appellant shall be reinstated to his or her former position or a similar position in the same department and shall receive pay and benefits for the entire period of time he or she was removed from duty.
- d. The decision of the Office Administrator is subject to appeal by the terminated employee to the General Manager. The General Manager will not conduct a hearing or a new investigation. The General Manager will review the record on appeal and, within forty-five calendar days following the Office Administrator's decision, will render a decision based thereon, sustaining, overturning, or modifying the Office Administrator's decision. The decision of the General Manager is final.

### **L. Standards of Conduct**

Disciplinary actions are imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a nonexclusive list of the common acts that lead to disciplinary action:

1. Actions contrary to the rules and regulations of the District, including those contained in this Manual.
2. Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
3. Using, possessing, dealing, distributing, or being under the influence of alcohol or marijuana, illegal narcotics, non-prescription or unlawful drugs, or other mind-altering substances, or the use of prescription drugs that may affect the safety of the employee or others, while on duty or at work locations, while on-call, or reporting to work or operating District vehicles or equipment.
4. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized Supervisor, Department Head or General Manager.
5. Inefficiency, dishonesty, incompetence, carelessness, or negligence in the performance of duties.
6. Sexual harassment or other unlawful harassment of another employee, customer or any other individual.
7. Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
8. Rude or discourteous treatment of other employees, customers or any other individual.
9. Inattention to duty, tardiness, carelessness or negligence in the care and handling of District property.
10. Loss or misuse of District funds.
11. Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies.
12. Misuse of sick leave, including using sick leave under false pretenses.
13. Furnishing false information to obtain employment, or falsification of time sheets or other District records and reports.
14. Absence from duty without proper authorization, failure to report after leave of absence has ended or been disapproved, revoked, or canceled.
15. Acceptance of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
16. Outside work not previously authorized in writing by the General Manager or such work that creates a conflict of interest with District work or detracts from the efficiency of the employee in the effective performance of District functions.

17. Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
18. A record of unsafe driving for those employees required to operate District vehicles, as determined by the General Manager in his or her discretion.
19. Refusal to submit to drug and alcohol tests when directed to do so by the General Manager, Department Heads or Supervisor pursuant to Section V(G) of this Manual.
20. Testing positive for the presence of a controlled substance or alcohol pursuant to Section V(G) of this Manual; provided that a test for cannabis that detects nonpsychoactive metabolites will not be considered a positive test under this subdivision.
21. Failure to immediately report an accident or injury to the Supervisor, Department Head or General Manager.
22. Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
23. Working overtime without proper authorization.
24. Failure to use or wear proper safety gear, equipment and/or PPE.
25. Violation of any safety practices, including, but not limited to, wearing earbuds during field work operations and/or driving a District vehicle.

### **M. Injury and Illness Prevention Program (IIPP)**

An injury and illness prevention program is a proactive process to help employers find and fix workplace hazards before workers are hurt. The purpose of this program is to prevent illnesses, injuries and fatalities in the workplace. A copy of the District's current Illness and Injury Prevention Program may be obtained from the Office Administrator.

### **N. Lactation**

In compliance with Labor Code Section 1031, the District will provide any employee with a lactation room that is shielded from view, as well as access to a sink and refrigerator in close proximity to the employee's workspace. The District will provide additional break time to an employee to express milk as required under Labor Code Sections 1031 and 1033. Any employee shall have the right to request lactation accommodation by submitting the request for such accommodation in writing to the Office Administrator. The request should be submitted at least thirty (30) days prior to the date when the accommodation will be required and must include an estimate of the length of time for which the accommodation is required. The request shall also include any facilities the employee will need in connection with the lactation accommodation in order to facilitate the employee's expressing and storage of milk. The District will respond to any request for lactation accommodation within ten (10) days of receipt of the request, stating how the District will accommodate the request. An employee has

the right to file a complaint with the California Labor Commissioner if the District violates the employee's right to such lactation accommodation.

## **O. Dress Code and Safety Equipment**

1. The District will provide all full-time field employees with District uniforms to be worn while on duty. The District will also provide all field employees with necessary District owned safety equipment (e.g., safety vests, hard hats, etc.), which will be properly cared for by the employee.
2. Field employees shall be granted an allowance of up to \$350 per year for the purchase of steel toe boots. Employees must submit itemized receipts to the Office Administrator in order to receive reimbursement for said allowance.
3. All employees shall present a clean and neat appearance at all times; provided this provision shall not prohibit any hairstyle historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists.
4. Office personnel will dress in a manner consistent with good business practices.
5. No employee shall have visible tattoos on the head, face, or neck. Any visible tattoos cannot be obscene, sexually explicit, discriminatory as to sex, race, religion, national origin, or be extremist in nature or gang related. Any tattoos in violation of this Section must be covered with clothing or a bandage while at work or must be removed.

## **P. Electronic Communications**

The District uses various forms of electronic communications including, but not limited to, communications via computers, email, telephones, mobile phones, smart phones, text messaging, internet, and radios. All such electronic communications are official District's records and are the property of the District. The District reserves the right to access and disclose all messages transmitted through its system or equipment for any purpose. Employees should not, and do not have an expectation of privacy when it comes to their use of any District owned electronic communication devices. Communications transmitted over said forms of electronic communications should be limited to District business and District related activities or the accomplishment of business-related tasks.

## **Q. Cell Phone Usage**

The use of cellular phones when operating an automobile or any motorized vehicle while conducting District business is prohibited, with the exception of the use of an integrated hands-free vehicle phone system for phone calls only (i.e., text messaging and Bluetooth headsets/earpieces do not fall within this exception).

## **R. Cell Phone Allowances**

1. The terms upon which employees whose job duties require them to routinely be available by cell phone or to have access to a cell phone when they are performing their duties away from their office. Employees will be compensated for using their personal cell phone to meet those needs.

2. The District provides cell phones to field employees and the General Manager but does not provide office employees with District owned cell phones for their use. Office Employees, as determined by the General Manager, whose job duties require them to regularly use or be available by personal cell phone may be eligible for a cell phone allowance to compensate for the business use of their personal devices.
3. A cell phone allowance is available either on an ongoing or short-term basis. Receipt of a cell phone allowance shall be based upon job duties. Individuals whose duties routinely or temporarily include the following may be eligible for a regular or temporary (minimum of two pay periods) allowance:
  - a. Critical and/or emergency decision making
  - b. Safety or security
  - c. Considerable time away from an assigned office or work area, without assigned telephone access
  - d. Required to be accessible outside of scheduled or normal working hours on a routine basis
4. The General Manager must confirm, in writing, that an employee meets at least one of these criteria and must recommend that the employee receive a cell phone allowance to compensate for business use of a personal cell phone.
5. A technology allowance approval form may be made at any time during the year. Allowances are not available retroactively. All approved allowances will be processed on the first available payroll.
6. A cell phone allowance does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay for purposes of calculating pay raises or overtime rates.
7. In order to receive a cell phone allowance, an employee must agree to the following:
  - a. To obtain and maintain a personal cell phone and sufficient service to enable accomplishment of necessary job duties.
  - b. That they are responsible for any loss, damage, insurance, and/or replacement of their personal cell phone.
  - c. To promptly report to their department head or supervisor any change to their cell phone number.
  - d. Employees agree to carry the cell phone with them, keep it charged and in operational condition as necessary to perform their job duties.
  - e. To share their cell phone number and that their cell phone number may be shared as necessary for business purposes.
8. The dollar amount of the cell phone allowance is intended to compensate for only a

portion of the expense of maintaining a personal cell phone and is determined based on expected use related to job duties. Tax considerations have been taken into account when determining allowance levels.

9. A cell phone allowance shall be \$50 per month.
  - a. Allowance rates shall be periodically reviewed by the General Manager.
  - b. The allowance amount shall be included in the employee's paycheck and will appear monthly.
10. Use of the phone in any manner contrary to local, state or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance.
11. The General Manager is responsible for an annual review of the list of employees receiving the cell phone allowance, to determine if existing allowances should be continued as is, changed, or discontinued, and to determine if any new allowances should be established.
12. The District shall not bear any costs associated with an employee's maintenance of a personal cell phone and related service, other than an allowance approved pursuant to this policy.
13. If a District employee's job duties do not include the regular need to use a cell phone, then the employee is not eligible for a cell phone allowance. De minimis use of a personal cell phone for a business purpose or for personal convenience will not be reimbursed.
14. Exceptions to cell phone allowances may be made by the General Manager.

## **S. Anti-Fraud**

1. The District and its employees must, at all times, comply with all applicable laws and regulations. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their Department Head or General Manager.
2. The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with District's suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud and/or dishonesty, they should immediately communicate all facts to the General Manager, Department Head or Supervisor.

## **T. Termination and Resignation**

1. Upon termination or resignation of employment with the District, the employee shall be offered an exit interview. The exit interview will include a discussion of any and all



applicable benefits, including accrued sick leave, accrued vacation, the District's retirement plan, health insurance, life insurance and disability insurance. The employee is also required to immediately return all District property, i.e., keys, credit cards, identification tag, uniforms, cell phone, laptop, tablets and/or any District embroidered shirts and caps.

2. Employees, including employees released during their initial introductory period or dismissed for disciplinary reasons, will receive their final paycheck within 72 hours of the employee's last day of work or, with the employee's consent, on the next scheduled payroll processing. The final paycheck will include payment for all earned salary due and not previously paid, and any accrued but unused leave balances which are subject to pay. Unused sick leave shall be paid out only to those employees who retire from the District or qualify as specified in Section VII(B) below.

## ***VI. COMPENSATION***

### **A. Employee Compensation**

1. The Board of Directors shall have the exclusive authority to determine the General Manager's salary. The Board shall approve changes to the organization of District staff as recommended by the General Manager. The Board shall also determine the salary ranges and hourly pay ranges for positions of the District. The General Manager shall have authority to determine the salaries or hourly pay rates of the employees of the District within the approved salary range for each position.
2. Hourly rate of pay for Exempt/Executive Employees will be calculated by taking the employee's monthly pay rate and multiplying said rate by 12, then dividing by 2,080. All other employees' hourly pay rates shall be established upon date of hire and adjusted thereafter in accordance with Section V(C), VI(A) and Section VI(E).
3. Pay periods for all full-time and part-time employees and District Directors will be bi-weekly.
4. Paychecks for all Employees, and for District Directors will be paid via direct deposit.
5. Pay earned during each pay period shall be paid to the employee within 2 working days of the end of each period.
6. The Board shall annually consider the cost of living in salary and wages of employees based upon recommendation by the General Manager.
7. Adjustments in salary and wages of employees based upon performance will be considered in conjunction with an employee performance review. The General Manager shall have authority to adjust an employee's salary and wages within the approved salary range of each position at his/her discretion.

### **B. Overtime Pay**

1. All "Non-Exempt Employees" are eligible for overtime pay. All overtime hours worked must be approved by a Department Head or General Manager.

2. Overtime pay is defined as that time spent on the job over nine (9) hours in one (1) workday, and over eight (8) hours on the Fridays worked or any time spent on the job on holidays, non-working Fridays, Saturdays, or Sundays.
3. The rate paid for overtime pay is the regular hourly rate times one and one-half (1½ or 1.5) for each hour of overtime worked beyond nine (9) hours in one day, and over eight (8) hours worked on Friday and two times the regular hourly rate for each hour of overtime worked beyond twelve (12) hours in one day. A 24-hour workday begins at 12:00 a.m. and concludes at 11:59 p.m.

### **C. On-Call Pay**

1. Regular Workdays: Each employee of the District who is on On-Call will receive one and a half (1.5) hours of overtime pay for each weekday that the employee is performing On-Call duties. One half (½) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one-half (½) hour of this time is to be recorded as Distribution On-Call for Industry Public Utilities (“IPU”) and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant.
2. SCADA Alarms: Time spent by the On-Call employee to address a SCADA alarm or to perform a system check remotely via SCADA or other electronic device, will be paid overtime pay of a minimum of a quarter-hour (¼), or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor.
3. Weekends and District Closed Fridays: An employee will receive two (2) hours of overtime pay for each weekend day or District closed Fridays that the employee is performing On-Call duties. Three quarter (¾) hour of this time shall be recorded on his/her electronic timesheet as On-Call for the District, three quarter (¾) hour as On-Call for IPU and one-half (½) hour as BPOU Treatment On-Call for the BPOU treatment plant. Each three quarter (¾) hour recorded for LPVCWD and IPU is compensation for providing Distribution, Customer Service and Production On-Call for each entity. The On-Call Personnel shall also perform on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on weekend days, or as directed by his/her supervisor.
4. Holidays: An On-Call employee will receive three (3) hours of overtime pay for each District holiday, excluding floating holidays during which the employee is On-Call. For the employee performing On-Call duties One (1) hour of this time is to be recorded on his/her electronic timesheet as Distribution On-Call for the District, one (1) hour of this time is to be recorded as Distribution On-Call for IPU and one (1) hour as BPOU Treatment On-Call for the BPOU treatment plant. Time spent by an employee to address a SCADA alarm or to perform a system check remotely via SCADA will be paid overtime of a minimum of a quarter (¼) hour, or actual time worked, whichever is greater. The On-Call personnel shall perform a water system check remotely via SCADA twice a day each weekend day once between 2:00 and 4:00 p.m. and once between 7:00 p.m. and 10:00 p.m., or as directed by his/her supervisor. The On-Call Personnel shall also perform

on-site BPOU water treatment facility rounds, which are estimated to take no more than two (2) hours unless operational issues arise. Rounds shall begin at 8:00 a.m. and be completed by 12:00 p.m. on holidays, or as directed by his/her supervisor.

5. Call Outs: If the employee is required to physically respond to an after-hours emergency, service call, or facility alarm, the employee will receive overtime pay for a minimum of two (2) hours, or, for actual time worked, whichever is greater. This shall apply to each call out, provided the next call out occurs at least 2 hours after the initial call out. If the On-Call employee receives an additional call within the first two-hour call out period, the employee shall then be eligible for regular overtime compensation.

#### **D. Timekeeping**

Each employee is required to keep an accurate record of their time through the use of an online time tracking system designated by the District. It is each employee's responsibility to maintain the online time tracking system on a daily basis.

#### **E. Certification Bonus**

When an employee, other than Executive/Management Employees, obtains work related certifications or licenses above the required certification or licenses for their position, the employee will receive an annual bonus for each certification above the required level for their respective position. Qualifying certification or licenses for this bonus program are shown below, along with their respective annual bonus amounts:

- Water Distribution Operator (WDO) certificates issued by the California Water Resources Control Board:
  - WDO I – \$400.00
  - WDO II - \$600.00
  - WDO III - \$800.00
  - WDO IV - \$1,000.00
  - WDO V - \$1,200.00
- Water Treatment Operator (WTO) certificate issued by the California Water Resources Control Board:
  - WTO I - \$ 400.00
  - WTO II - \$600.00
  - WTO III - \$800.00
  - WTO IV - \$1,000.00
  - WTO V - \$1,200.00
- American Water Works Association Water Use Efficiency Practitioner Certification \$600.00
- American Water Works Association Cross Control Specialist Certification - \$800.00

The payment of the bonus for the aforementioned certifications will occur annually on the anniversary date of the issuance of the certificate. If the employee loses or no longer otherwise qualifies for a certification for any reason, the annual bonus for the certification will immediately cease. It is the employee's responsibility to request the bonus at the appropriate time and provide the supporting certificate.

## **F. Certification and Educational Reimbursement**

1. Upon successfully passing the tests and certifications listed in Section VI(E), above, the District will reimburse the employee for the cost of the test and certification, as well as certification renewal (minus any late fees, as it is the responsibility of the District employee to seek timely payment of fees).
2. With prior written approval from the General Manager, employees may be entitled to reimbursement of actual expenses for tuition, books and supplies incurred in conjunction with courses that are directly related to improving the employee's job skills or knowledge with respect to his or her current position, as determined by the General Manager in his or her sole discretion, provided the employee receives a passing grade of at least a "C" or "C-" for the course. Expenses for certification and education are limited to a maximum of \$3,000.00 per employee per calendar year.

## **G. Reimbursement for District Related Business**

Use of personal automobiles by employees for District business shall be reimbursed for miles driven at the current standard mileage rate allowed by the Internal Revenue Service.

# ***VII. BENEFITS***

## **A. Vacation**

1. Each Full-Time Regular Employee of the District shall receive paid vacation time in addition to salary. Said vacation will be accrued and credited to the employee's vacation account, on a monthly basis, as follows:
  - a. During the first year of employment through the completion of the employee's fifth year of employment, the employee shall accrue 6.67 hours per month of vacation (equivalent to ten (10) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
  - b. During the sixth year of employment through the completion of the employee's tenth year of employment, the employee shall accrue 10 hours per month of vacation (equivalent to fifteen (15) days of vacation per year), up to a maximum of 320 hours of unused vacation time.
  - c. After the completion of the tenth year of employment, the employee shall accrue 13.33 hours per month of vacation (equivalent to twenty (20) days of vacation per year) up to a maximum of 320 hours of unused vacation time.
2. An employee may utilize accrued vacation time as arranged by the employee and his or her Department Head or General Manager at least 48 hours in advance of

commencement of the vacation. Preferred vacation times are not guaranteed, but the employee's Department Head or General Manager shall attempt to grant the employee's request. Once approved, scheduled vacations may not be changed unless authorized by a Department Head or General Manager.

3. Accrual vacation time is limited to a maximum of 320 hours for each employee and vacation time will cease accruing when that limit is reached, until such time as vacation time is used and the accrued total is reduced below 320 hours. Employees may elect, during any regularly scheduled payroll, to be paid for any vacation that they have accrued up to 80 hours, as long as the hours that are requested to be paid do not result in the employee's unused vacation time balance to drop below 40 hours. Vacation time will be paid at the employee's rate of pay in effect at the time payment is made.
4. In the event a District recognized holiday, as set forth in Section VII(C), below, falls within a scheduled vacation, such holiday shall not be charged against an employee's accrued vacation time.

## **B. Sick Leave**

1. Full Time Regular Employees
  - a. Sick leave with pay shall be granted to each Full-Time Regular Employee of the District at the rate of 6.67 hours per month; provided that in all events, an employee will accrue at least forty (40) hours of sick leave credit by their 200<sup>th</sup> day of employment. Sick leave is not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of a qualifying act of violence (as defined in Section I, herein), including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her family member; or (ii) to obtain medical attention or recover from injuries that result from a qualifying act of violence; or (iii) to obtain psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (v) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b). A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
  - b. In order to request sick leave, the employee must notify the District in advance whenever the need is foreseeable, or within one (1) hour prior to the time set for beginning the employee's daily duties. If the request is sudden or otherwise

unforeseeable, the employee must provide notice to the employee's Department Head or the General Manager as soon as possible. In addition, if an employee requests sick leave before a scheduled Friday off or the following Monday from a scheduled Friday off, the employee may be required to provide a doctor's note. When sick leave absence is for more than three (3) working days, the employee may be required to file with the District a physician's release or other evidence satisfactory to the District, stating the cause or reason for absence. If an employee is absent five (5) (or more) consecutive working days, a doctor's release may be required in order for the employee to return to work. The doctor's release must state that the employee is sufficiently recovered to perform the duties of the position without restriction or limitation, or the employee may not be permitted to return to work.

- c. Any Full Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance of at least 400 hours (50 days) will be paid for sick leave that is in excess of 400 hours. The payment will be calculated at one-half (1/2) of the employee's current rate of pay for hours in excess of 400 hours, which payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no employee that has a balance of unused sick leave in excess of 400 hours.
- d. If an employee is terminated by the District or resigns with less than five (5) years of service, then the employee shall not be entitled to receive payment for any unused sick leave balance that the employee may have at the time of termination regardless of the amount of unused sick leave. If an employee resigns from the District with five (5) or more years of service to the District the employee will be paid for unused sick leave at fifty percent (50%) of the employee's current rate of pay. If an employee is terminated by the District, the said employee will not be eligible for payment of any unused sick leave. At no time will any such employee, subject to the provisions of this paragraph, be paid for any unused sick leave in excess of four hundred (400) hours.
- e. Any employee who retires with either service or disability retirement will be paid for any unused sick leave at one-half (1/2) of the employee's then current rate of pay.
- f. In case of an employee's death, the Board of Directors, in its sole discretion, may authorize the payment for any unused sick leave to that employee's spouse or family.

## 2. Part-Time Regular Employees

- a. Effective as of January 1, 2024, sick leave with pay shall be granted to each Part-Time Regular Employee of the District at the rate of 2 minutes of sick time per hour worked but will be granted a minimum of five (5) days of paid sick leave per calendar year; provided that in all events, the part-time employee will accrue at least forty (40) hours of sick leave credit by their 200<sup>th</sup> day of employment. New Part Time Regular Employees must complete ninety (90) days of employment with the District before being eligible to use any accrued sick leave. Sick leave is

not a privilege to be used at the employee's discretion. Sick leave may be used for preventive care or for care of an existing health condition of the employee or an employee's family member or designated person, including for reproductive loss leave under Section VII.F, or for specified purposes when an employee is a victim of a qualifying act of violence (as defined in Section I, herein), including: (i) to allow the employee to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her family member; or (ii) to obtain medical attention or (iii) psychological counseling or mental health services from a shelter, program or crisis center as a result of a qualifying act of violence; or (iv) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (v) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or (vi) to participate in safety planning or other actions to increase safety, with appropriate certification of the need for such services; or (vi) any other reason specified in Government Code section 12945.8(b). A family member includes the employee's parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. A "designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.

- b. Any Part-Time Regular Employee who, on the first of December of any calendar year, has an unused sick leave balance in excess of 48 hours, will be paid for any such excess sick leave at the rate of one-half (1/2) of the employee's current hourly rate. Payment will be made during the first pay period in December of the same year. Payments shall be made to ensure that as of the first pay period of December of any calendar year there shall be no part-time regular employee that has a balance of unused sick leave in excess of 48 hours.
- c. Sections VII.B(1)(c), VII.B(1)(d), and VII.B(1)(e), above, regarding sick leave that apply to Full Time Regular Employees shall also apply to Part Time Regular Employees.

## **C. Holidays**

1. All Full-Time Regular Employees will receive the following days off from work as paid holidays per Calendar Year:
  - New Year's Day - January 1st
  - Martin Luther King Day - Third Monday in January
  - Presidents' Day - Third Monday in February
  - Cesar Chavez Day – March 31st
  - Memorial Day - Last Monday in May
  - Juneteenth – June 19th
  - Independence Day - July 4th
  - Labor Day - First Monday in September

- Veteran's Day - November 11th
  - Thanksgiving Day – Fourth Thursday in November
  - Thanksgiving Holiday – Day After Thanksgiving Day
  - Christmas Day - December 25th
2. If a holiday falls on a Saturday, the immediately preceding Friday will be deemed the District holiday. If a holiday falls on a Sunday, the immediately following Monday will be deemed the District holiday. Additionally, if a District holiday falls on a scheduled Friday off, the immediately preceding day will be deemed the District holiday unless otherwise decided by the General Manager.
  3. In addition to the District recognized holidays, each Full-Time Regular Employee of the District shall be entitled to two (2) additional days off per calendar year, to be known as a “floating holiday,” which may be utilized on any regularly scheduled District workday with the prior approval of the General Manager or appropriate Department Head. A “floating holiday” must be used in nine (9) hour increments. These “floating holidays” must be used in the calendar year and cannot be carried over to the next calendar year.
  4. Any Full-Time Regular Employee required to work on a holiday may be entitled to compensation pursuant to this Section VII(C). In order for an employee to receive a paid holiday, the employee must work on the regular workday before and the regular workday after the holiday or utilize vacation time on those days. If an employee takes either or both of those days off as sick leave, the employee may not receive a paid holiday unless and until the employee has provided his or her Department Head or General Manager a letter from a doctor or other medical professional substantiating the employee’s absence as a permissible use of sick leave.

#### **D. Leave of Absence - Non-CFRA or Non-PDL Eligible**

Upon submission of a written request, and written approval by the General Manager, an employee may be granted a non-CFRA or non-PDL eligible leave of absence without pay. No employee benefits will be paid by the District, or accrued, during the absence, other than those mandated by law. Employee will be offered COBRA beginning the first of the month following the month the leave began. If the employee wishes to continue to receive insurance coverage(s) while on leave of absence, the employee may elect to pay the District the cost of insurance coverage(s) in order to continue protection, through COBRA.

#### **E. Compassionate Leave**

Whenever any Full-Time Regular Employee is absent from work due to a death in the employee's immediate family or the employee's spouse's immediate family, the General Manager is authorized to grant up to a maximum of three (3) working days compassionate leave with pay. Compassionate leave with pay will not affect any employee benefits. Immediate family for the purpose of compassionate leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step relatives. In addition, any employee may request up to five (5) days of unpaid compassionate leave (for Full-Time Regular Employees, they would be entitled to up to two (2) additional unpaid days of such leave) upon the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Such compassionate leave does not need to be used on consecutive days but must be used within three (3) months of the family member’s



death. An employee may use accrued and unused paid vacation or paid sick leave for any unpaid compassionate leave. The District will not retaliate against an employee for the employee's use of such compassionate leave.

## **F. Reproductive Loss Leave**

An employee who suffers a reproductive loss event such as, failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction is entitled up to five days of protected unpaid leave. The leave must be completed within three months of the reproductive loss event. An employee who suffers more than one reproductive loss within 12 months will be provided up to 20 days of leave.

## **G. Leave Related to Military Service**

Any leave taken as a result of military service must be supported by a certification of its necessity from the United States government. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

## **H. School Suspension Leave**

If an employee is the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose. This time off is unpaid, although you can use accrued vacation or a floating holiday.

## **I. Victim of Qualifying Act of Violence Leave**

1. If an employee is the victim of a "qualifying act of violence" or of a crime that caused physical injury or caused mental injury and a threat of physical injury, or had an immediate family member (i.e., spouse or domestic partner, child, parent, grandparent, grandchild or sibling, or a designated person, as defined in Section B(1)(A), above) who died as a result of a crime, the employee may take time off to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's family member. A "qualifying act of violence" is defined as any of the following: (a) domestic violence, (b) sexual assault, (c) stalking, or (d) an act, conduct or pattern of conduct that includes any of the following: (i) an individual causes bodily injury or death to another individual; (ii) an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. The employee must give reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee must, within a reasonable time after the absence, provide certification to the District substantiating the leave. Certification can be any of the following, including:
  - A police report indicating the employee or the employee's family member was a victim as specified in the above paragraph;

- A court order protecting or separating the employee or the employee’s family member from the perpetrator of the qualifying act of violence, or other evidence from the court or prosecuting attorney that you or your family member appeared in court;
  - Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee or the employee’s family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
  - Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee’s behalf, certifying that the absence is for a purpose authorized in this section.
2. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victim of a Qualifying Act of Violence Leave.
  3. Victim of a Qualifying Act of Violence Leave may be paid upon the employee’s request as provided under Section B, above. However, depending on an employee’s specific needs, he or she may use accrued vacation, sick leave, or a floating holiday.
  4. The District will also provide reasonable accommodations, as specified under Government Code section 12945.8(e), for any employee who is a victim of a qualifying act of violence who requests such an accommodation for the employee’s safety while at work.
  5. “Domestic violence” is defined in Family Code section 6211; “Crime” is defined in Government Code section 12945.8(j)(1); “Sexual Assault” is defined in Government Code section 12945.8(j)(6); “Stalking” is defined in Government Code section 12945.8(j)(7); and “Victim” is defined in Government Code section 12945.8(j)(8).

## **J. Victims of Crime and Judicial Proceedings Leave**

1. If an employee is a victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, the employee can take time off to attend judicial proceedings related to that crime.
2. In order to take time off under this provision, the employee must give the Company a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide documentation evidencing the judicial proceeding from any of the following entities:
  - The court or government agency setting the hearing;

- The district attorney or prosecuting attorney’s office; or,
  - The victim and/or witness office that is advocating on behalf of the victim.
3. Time off for Victims of Crime and Judicial Proceedings Leave is unpaid. However, an employee may elect to use your accrued vacation, sick leave, or a floating holiday.
  4. To the extent allowed by law, the District will maintain the confidentiality of any request for a Victims of Crime and Judicial Proceedings Leave.
  5. “Immediate family member” means spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.
  6. “Registered domestic partner” means a domestic partner that is registered under California law
  7. “Victim” means a person against whom one of the following crimes has been committed:
    - A violent felony as defined in Penal Code section 667.5(c);
    - A serious felony as defined in Penal Code section 1192.7; or,
    - A felony provision of law proscribing theft or embezzlement.

## **K. HIPAA**

The Health Insurance Portability and Accountability Act was enacted in 1996 and is overseen by the U.S. Department of Health and Human Services. HIPAA regulations are enforced by the Office of Civil Rights and prevent the release, disclosure or use of an individual’s health information without written permission. However, there are instances when certain health information can be disclosed to what is referred to as “covered entities” without permission. A copy of the current HIPAA notice may be obtained from the Office Administrator.

## **L. COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) was enacted to protect employees and their eligible family members by allowing them to continue group health insurance under the employer’s plan at affordable group rates. Employees are notified at hiring of their rights under this law, and it is the employee’s responsibility to notify the District’s Office Administrator of any qualifying event believed to enable COBRA coverage within 60 days of such event. Cal-COBRA is California law that has similar provisions to federal COBRA. With Cal-COBRA the group policy must be in force with 2-19 employees covered on at least 50 percent of the employer’s working days during the preceding calendar year, or the preceding calendar quarter, if the employer was not in business during any part of the preceding calendar year. A copy of the current COBRA requirements may be obtained from the Office Administrator.

## **M. Jury Duty**

1. District employees summoned by a local or State tribunal will be permitted time off from work for jury duty. The affidavit or Jury Summons requiring jury service must be presented by the employee to the Office Administrator prior to the date that the employee must attend jury duty.
2. For Full-Time Regular Employees, the District will pay for a maximum of up to ten (10) working days of jury service every calendar year at the employee's regular rate of pay. In order to qualify for paid jury leave, the employee must provide proof of attendance at jury duty and pay to the District any amount of money the Court paid to the employee, minus any amount paid for travel mileage.
3. All Full-Time Regular Employees that are required to serve on a jury for more than 10 days will continue to receive other District employment benefits while serving on the jury, but will not receive regular pay beyond the 10 days as set forth under Section VII.M.2, above.

## **N. Time off to Vote**

The General Manager will allow employees time off from work with pay for no more than two (2) hours or as otherwise provided by state and/or federal law for the purposes of voting at any Federal, Statewide or Local Government election. Such time off will be granted during times that are least disruptive to District operations, as designated at the discretion of the General Manager or the appropriate Department Head.

## **O. Health, Dental, and Vision Insurance**

1. All Full-Time Regular Employees of the District, and all elected or appointed members of the District's Board of Directors, shall be eligible for health, dental, and vision insurance coverage upon meeting the required waiting period for each such coverage. For Medical, the waiting period is 1<sup>st</sup> of the month following 30 days from hire date and for Dental and Vision it is the 1<sup>st</sup> of the month following 60 days from the hire date. For said Full-Time Regular Employees and Directors, the District shall pay for 100% of the cost of health, dental, and vision insurance coverage for the employee or Director, the employee's or Director's spouse, and the employee's or Director's dependent(s) in accordance with the group plan provided by the District. All eligible employees must be enrolled, should you wish to waive coverage please notify Office Administrator.
2. A copy of the current health, dental, and vision insurance plans may be obtained from the Office Administrator. District paid health, dental, and vision insurance is a benefit that is subject to the discretion of the Board of Directors, and the plan(s) or coverage may be changed or eliminated without notice.

## **P. Life Insurance**

1. Upon meeting the required waiting period, the District provides a life insurance benefit for the employee and such a lesser amount for family members of the employee as provided by the District's policy.

2. Upon a Director's sworn Oath of Office and upon meeting the required waiting period, life insurance shall be available to the Director and such lesser amount for the Director's spouse as provided by the District's life insurance plan.
3. A copy of the current life insurance plan may be obtained from the Office Administrator. The Board of Directors reserves the right to amend said life insurance benefits in its sole discretion at any time.

## **Q. Disability Insurance**

The District provides Full-Time Regular Employees Short-term Disability (STD) and Long-term Disability (LTD) insurance at no cost to the employee upon meeting the required waiting period. More information regarding said disability plans are available for inspection at the District office during regular business hours.

## **R. Retirement Benefits and Deferred Compensation Plan**

1. The District participates in the California Public Employees Retirement System (CalPERS) for Full-Time Regular and eligible Part-Time Regular Employees.
  - a. For Full-Time Regular Employees hired prior to January 1, 2013, the District currently pays 100% of the contributions (both employer and employee contributions required under the plan). The District's contract with CalPERS provides employees with a 2% at age 60-retirement benefit.
  - b. For Full-Time Regular Employees hired after January 1, 2013, the District's contract with CalPERS provides employees with a 2% at age 62 benefit formula with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. Said Full-Time Regular Employees hired after January 1, 2013, shall pay 50% of the total normal cost of their pension benefit. A Full-Time Regular Employee hired after January 1, 2013, that established a CalPERS membership at his or her previous employer within six months prior to beginning employment at the District, will qualify for the 2% at 60 formula as provided to Full-Time Regular Employees hired before January 1, 2013, as set forth in Section VII(R)(1)(a).
  - c. A Part-Time Regular Employee who works over 1,000 hours within a fiscal year, July 1st – June 30th, is entitled to retirement benefits with CalPERS. Said benefit shall be effective upon the first day of the first pay period of the following month after which the Part-Time Regular Employee completes 1,000 hours of employment with the District or when it has been predetermined that said employee will be scheduled to work over the 1000-hour limit for part-time employees. For Part-Time Regular Employees hired after January 1, 2013, that are eligible for CalPERS as set forth herein, the benefit is the same as for full-time regular employees as set forth in Section VII(R)(b), above.
  - d. The District's retirement benefits plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.
2. The District also offers an employee funded Deferred Compensation Plan for all employees. Said plan may be obtained from the Office Administrator for inspection at the District office during regular business hours.

3. The Board of Directors reserves the right to amend the retirement benefits and deferred compensation plans at any time.

## **S. Retiree Health, Dental and Vision Benefits**

1. The following individuals shall qualify for post-retirement medical, dental and vision insurance benefits:
  - a. Retired Directors elected to office prior to January 1, 1995, who served on the Board of Directors for at least twelve (12) years prior to retirement, pursuant to Government Code Section 53201;
  - b. Full-Time Regular Employees that were employed by the District prior to November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum period of ten (10) years and have attained a minimum age of fifty (50) years; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents; and
  - c. Full-Time Regular Employees employed by the District after November 1, 2011, who, at the time of retirement, had been continuously employed by the District for a minimum continuous period of twenty (20) years and have attained a minimum age of fifty-five (55) years; provided that the General Manager shall have discretion as to the granting of post-retirement medical, dental and vision insurance benefits to any current Full-Time Regular Employee who previously worked as a Part-Time Regular Employee and subsequently converted to a Full-Time Regular Employee and meets the requirements of this subdivision. In that situation, the General Manager may determine that the post-retirement benefits be provided only to the employee and not to the employee's spouse and dependents.

Additionally, any Retiree who is eligible for post-retirement medical, dental and vision benefits shall be covered 100% by the District. Retirees at age 65 must enroll in Medicare Parts A & B to continue health coverage through ACWA JPIA.

2. The District provides medical, dental and vision insurance benefits for the spouses of eligible retired Directors and Employees (hereinafter referred to as the "Retiree") as follows:
  - a. For the spouse of Retirees under Sections VII(S)(1)(a) and VII(S)(1)(b), above, such benefits will be provided for the remainder of the spouse's life, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death. Should the spouse remarry or disenroll from the health coverage(s)

thereafter, such benefits shall permanently cease.

- b. For the spouse of a Retiree under Section VII(S)(1)(c), above, the District shall make available, at the Retiree's expense, medical insurance benefits for the spouse of the Retiree, provided the spouse is married to the Retiree at the time of his or her retirement from the District and enrolled in the health coverage(s). Benefits shall be provided to the spouse as long as said spouse remains married to the Retiree until the Retiree's death. Should the spouse remarry or disenroll from the health coverage(s) thereafter, such benefits shall permanently cease. Any payments for coverage not provided to the District on the premium due date set forth by the insurance provider is subject to cancellation.
3. The District shall make available to Retirees under Section VII(O)(1), above, medical insurance benefits for the children of Retirees at the Retiree's expense, provided that said child(ren) are enrolled in the health coverage(s) at the time of the Retiree's retirement. The eligibility of coverage for such children shall be determined by the insurance provider. If payment for said coverage is not provided to the District on the due date set forth by the insurance provider, said coverage is subject to cancellation.
4. The term "retirement", as used in this section, shall include resignation, death, or termination due to disability, of an employee who otherwise meets the qualifications for post-retirement benefits.
5. Retirees are eligible for Open Enrollment each year.
6. The Board of Directors reserves the right and retains sole discretion to substitute other comparable major medical, vision and dental coverage for the coverage then provided under this Section VII(S).

## **T. Use of Vehicles**

1. Employees who are required to operate a District or personal vehicle to conduct District business, must possess a valid California Driver's License issued by the California Department of Motor Vehicles. These employees must, at all times, observe and abide by all state and local traffic laws. Any employee operating a District or personal vehicle, who has his or her driver's license suspended or revoked or is refused insurance coverage by the District's insurance carrier, is subject to having his or her employment terminated by the District.
2. The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program, a free service for the District that provides driver record reports on all employees (full-time and part time).
3. District vehicles are to be garaged at the District's Hudson Avenue warehouse when not in use. These vehicles are NOT to be used for personal business or transportation of family members or friends. The General Manager may grant a temporary exception to such prohibition when the circumstances warrant. The following District employees shall be issued District vehicles for transportation to and from work as well as for other District Business:

- On-Call employee(s), while on-call
- Supervisor(s)
- Superintendent(s)

## **U. California Family Rights Act (CFRA Leave) and Pregnancy Disability Leave (PDL)**

1. Under the California Family Rights Act (CFRA), if an employee has more than 12 months of service with the District and has worked at least 1,250 hours in the preceding 12-month period, the employee may have a right to an unpaid family care or medical leave (CFRA Leave). This leave may be for up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of the employee's child or for the employee's own serious health condition or that of the employee's child, parent, parent-in-law, spouse, registered domestic partner, siblings, grandparents, grandchild or designated person. "Designated person" means any individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship; provided that the District may limit an employee to one designated person per 12-month period.
2. Even if an employee is not eligible for CFRA leave, if the employee is disabled by pregnancy, childbirth or related medical conditions, the employee may be entitled to take a pregnancy disability leave (PDL) for up to four (4) months, depending on the period(s) of actual disability. If an employee is eligible under CFRA, the employee may be entitled to take both a PDL and a CFRA leave for the birth of the employee's child.
3. An employee that desires to utilize CFRA or PDL must submit the completed District CFRA form at least 30 days in advance of foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable, the employee must, at a minimum, notify District management verbally as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.
4. The District shall also require written verification from an employee's health care provider before allowing an employee leave for pregnancy disability or the employee's own serious health condition, or written verification from the health care provider of the employee's child, parent or spouse who has a serious health condition, before allowing the employee leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.
5. If an employee seeks leave for the birth, adoption or foster care placement of a child, the minimum duration of the leave is two (2) weeks, and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.
6. Taking CFRA leave or PDL may impact certain employee benefits and an employee's seniority date. Employee will be offered COBRA continuation coverage beginning the first of the month following the end of the statutory leave or upon termination of employment.



## **V. Return to Work**

In an effort to minimize serious disability due to on-the-job and off-the-job injuries and illnesses and to reduce workers' compensation costs (if applicable), the District has developed a Return-to-Work program. This policy is consistent with the District's responsibilities under the Americans with Disabilities Act to provide reasonable accommodations to persons with disabilities. The Return-to-Work Policy is available for review in the office of the District's Office Administrator.

## ***VIII. REQUEST FOR REASONABLE ACCOMMODATIONS***

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the District would result. Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the District's Office Administrator to discuss the need for accommodation. The District will engage in an interactive process with the employee to identify possible accommodations, if any.

## ***IX. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE***

### **A. Nondiscrimination Policy**

1. The District is an equal opportunity employer and makes employment decisions on the basis of merit. Unless based upon a bona fide occupational qualification as defined by law, no personnel action (including appointment to or removal from a position in District employment) shall be based upon race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, age, religion, sex, ancestry, national origin, military status, physical or mental disability, pregnancy, childbirth or related medical condition, reproductive health decisions, marital status, non-disqualifying medical condition, sexual orientation, gender expression or identity, genetic information, military or veteran status, any combination of the foregoing characteristics, or any other consideration unlawful under federal, state or local laws.
2. Any technique or procedure used in recruitment or selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique or any other personnel action shall be used that, in the opinion of the General Manager, is not justifiably linked to successful job performance.
3. Pursuant to applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment with the District, unless such reasonable accommodations would impose undue hardship upon the District. The accommodation process is set forth in Section VIII, above.

## **B. Complaint Procedure**

1. In adopting its nondiscrimination policy, the District assures its employees that every reasonable step will be taken to prevent discrimination from occurring. If an employee believes that he or she has been unlawfully discriminated against, the employee is urged to immediately provide a written or oral complaint to the employee's Department Head, Office Administrator, or to the General Manager as soon as possible after the incident. Such complaint should include all the details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the discrimination confidential, but some information may need to be disclosed in connection with an investigation that will be conducted and as required by applicable law.
2. Anyone receiving a complaint of unlawful discrimination will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough, and objective investigation of the discrimination allegation(s) is undertaken. The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors.
3. After the investigation is completed and findings have been made, the District will communicate the findings to the complainant, the alleged offender, and any other concerned party as determined by the General Manager. If the General Manager determines that unlawful discrimination has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of discrimination will be subject to discipline ranging from oral or written reprimand, up to, and including, termination.
4. To achieve the goals of the District's policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute toward its maximum fulfillment. Employees are encouraged to report any and all perceived or alleged incidents of discrimination and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected discrimination.
5. This Nondiscrimination Policy and Complaint Procedure is included as part of this Manual and shall be provided to each District employee and to all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this Manual, which form shall be retained in each employee's personnel file.

## **X. *WORKPLACE VIOLENCE***

- A.** The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or ability to execute its daily business will not be tolerated. In accordance with the California Workplace Violence Prevention Act, the District has developed a workplace violence

prevention plan and provides pertinent training to all employees.

- B.** Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District's property may be immediately removed from the premises. Threats, threatening behavior, or other acts of violence off District's property, but directed at District employees or Directors or members of the public while conducting business for the District, is a violation of this policy.
- C.** Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, threats through online social media or any other communication medium. Violations of this policy will lead to disciplinary action that may include termination.
- D.** Employees are responsible for notifying the General Manager or Department Head of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment at the District.
- E.** Each employee who receives a protective or restraining order which lists District's premises as a protected area is required to provide the Office Manager with a copy of such order.

## ***XI. ANTI-HARASSMENT AND COMPLAINT PROCEDURE***

### **A. Anti-Harassment Policy**

1. All employees, customers of the District, and members of the public, are to be treated with respect and dignity. The District is committed to providing an atmosphere free of all harassment, particularly harassment based on such factors as race (including any traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), creed, color, religion, sex, national origin or ancestry, physical or mental disability, non-disqualifying medical condition, pregnancy, childbirth or related conditions, reproductive health decisions, marital status, age, sexual orientation, gender identity or expression, or genetic information, military or veteran status, any combination of the foregoing characteristics, or other protected class or characteristic under applicable state or federal law.
2. Workplace harassment is against the law. It is the policy of the District that workplace harassment of any co-worker, co-employee or member of the public, by any employee, contractor, vendor, or customer of the District is absolutely prohibited and will not be tolerated. Failure to abide by this policy will result in disciplinary action, up to, and including, termination.
3. Workplace harassment includes verbal, physical, and visual contact that creates an intimidating, offensive, or hostile working environment that interferes with work performance. Examples of workplace harassment include, but are not limited to, racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, offensive or insulting posters or cartoons, and unwanted touching or blocking of normal movement.
4. It is unlawful to harass a person because of that person's sex. Sexual harassment encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex. Sexual harassment includes, but is not limited to, the making

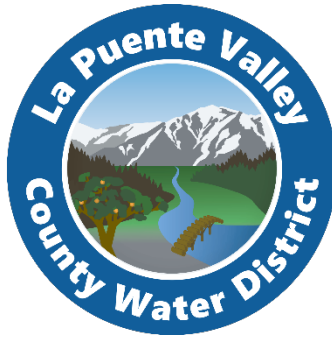
of any unwelcome advances and/or visual, verbal or physical conduct of a sexual nature, offering employment benefits in exchange for sexual favors, or threatening reprisals after a negative response to a sexual advance. Some examples of sexual harassment are: requests for sexual favors, demeaning sexual remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, references to anyone in terms such as "honey," making or using derogatory comments, epithets, slurs or jokes, comments about an individual's body, touching, impeding or blocking movements, or any other conduct based upon an individual's sex that creates an atmosphere or environment that interferes with that individual's job performance or is intimidating, hostile, or offensive to that individual.

5. If an employee thinks that he or she or one of his or her co-workers has been the victim of harassment, that person should tell the harasser that the behavior is unwelcome. If the harasser does not stop, then immediately report such conduct to his or other Department Head or to the General Manager. Every complaint of harassment that is reported to a Department Head or the General Manager will be taken seriously and investigated thoroughly. The District encourages employees to report harassment, as every employee's cooperation is crucial to maintaining a healthy workplace that is free from harassment. Retaliation against any employee by management or other employees for making a complaint of harassment in good faith, or participating in the investigation of any complaint, will not be tolerated. This is the firm "zero tolerance" policy of the District.

## **B. Complaint Procedure**

1. In adopting its zero-tolerance harassment policy, the District ensures its employees that every reasonable step will be taken to prevent harassment at the workplace. If an employee believes that he or she has been unlawfully harassed, the employee is urged to immediately do the following:
  - a. Make it clear to the offender that the behavior is offensive and unacceptable. If possible, confront the offender and attempt to persuade him or her to stop the behavior that is unwelcome. The offender may not realize that the advances or behavior are unacceptable. A simple confrontation will often end the situation.
  - b. Don't let confusion and self-doubt stop any person from speaking out regarding the behavior and actions of the offender.
  - c. Keep a record of dates, times, places, witnesses and the nature of the harassment. Such records may be very helpful if the employee finds it necessary to pursue a formal complaint.
  - d. Contact his or her Supervisor, Department Head or the General Manager if the employee feels that he or she has been or is being sexually harassed or is aware of or suspects the occurrence of sexual harassment, or desires counseling on coping with sexual harassment.
  - e. Foster confidentiality by ensuring the privacy for all parties concerned with the exception of proper notification to the General Manager, Department Heads or Supervisor.

- f. Provide a written or oral complaint to the employee's Supervisor, Department Head or to the General Manager as soon as possible after the incident. If the complaint of unlawful discrimination concerns acts by the General Manager, then the complaint is to be submitted to the President of the District's Board of Directors. Such complaint should include all details of the incident(s), names of individuals involved, and the names of any witnesses. The District will use its best efforts to keep all information and communication regarding the harassment confidential, but some information may need to be disclosed in connection with any investigation to be conducted or as required by applicable law.
2. The following procedures will be followed after an employee reports unlawful harassment:
  - a. Anyone receiving a complaint of unlawful harassment will immediately document the complaint in writing and refer the complaint to the General Manager, who will ensure that an immediate, thorough and objective investigation of the harassment allegation(s) is undertaken; provided that if the complaint relates to conduct by the General Manager, then the complaint will be submitted to the President of the District's Board of Directors, who will consult with District legal counsel regarding the possible investigation of the allegation(s). The General Manager will inform the employee of his or her right to seek independent legal counsel and any assistance available to the employee under the District's policies.
  - b. After the investigation and findings have been concluded, the District will communicate the findings to the complainant, alleged harasser, and any other concerned party as determined by the General Manager. If it is determined that unlawful harassment has occurred, remedial action will be taken as warranted by the circumstances. Any employee found to be guilty of harassment will be subject to discipline ranging from verbal or written reprimand, up to, and including, termination.
3. To achieve the goals of the District's anti-harassment policy, it is necessary that each employee understand the importance of the policy and his or her individual responsibility to contribute towards its maximum fulfillment. Employees are encouraged to report any and all alleged or perceived incidents of harassment and are assured that there will not be any retaliation for having reported, in good faith, any incident of suspected harassment.
4. This Anti-Harassment Policy and Complaint Procedure are included in this Manual and shall be provided to each District employee and all new employees at the time of commencement of employment. Each existing and new employee shall acknowledge receipt of the Manual by executing the form specified in Section XII of this manual and the executed form shall be retained in each employee's personnel file.



**XII. EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL**

Each existing District employee and all new employees are required to receive and read a copy of this Manual and any amendments thereto. Each existing employee shall, within 30 days of the adoption of this Manual, receive and sign an acknowledgement that he or she has received and read this Manual and understands its provisions, including that the employee’s status is that of an “at will” employee, which acknowledgement shall be placed in the employee's personnel file. Each newly hired employee shall, at the time of commencement of employment, receive a copy of this Manual and sign such acknowledgement prior to commencement of work at the District, which acknowledgement shall be placed in the employee's personnel file.

**EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE POLICIES AND PROCEDURES MANUAL ADOPTED ON THE**

**9<sup>th</sup> Day of December 2024**, I acknowledge that I have received, read, and understand the La Puente Valley County Water District's Employee Policies and Procedures Manual. I understand that this acknowledgement will be placed in my personnel file and that I will receive a copy of it upon request.

---

[Print Full Name]

---

[Signature]

---

[Date]

**LA PUENTE VALLEY COUNTY WATER DISTRICT  
EMPLOYEE POLICES AND PROCEDURES MANUAL  
Proposed Revisions Effective December 9, 2024**

<b>SECTION NO.</b>	<b>PROPOSED REVISIONS</b>
Sec I – Preamble and Title	Changed to reflect new effective date
Sec II – Purpose	No Change
Sec III - Authority and Administration	No Change
Sec IV - Definitions	No Change
Sec V - Employment	
A. At Will Employment	No Change
B. Hiring of Employees	Added language
C. Introductory Period	No Change
D. Periodic Employee Evaluation	No Change
E. Normal Workday	No Change
F. On-Call Duty	No Change
G. Policy Against Substance Abuse in the Workplace	No Change
H. Smoking	No Change
I. Outside Employment	No Change
J. Job Injury	No Change
K. Disciplinary Action	Updated to reflect correct section reference
L. Standards of Conduct	No Change
M. Injury and Illness Prevention Program	No Change
N. Lactation	No Change
O. Dress Code and Safety	No Change
P. Electronic Communication	No Change

Q. Cell Phone Usage	No Change
R. Cell Phone Allowances	No Change
S. Anti-Fraud	No Change
T. Termination and Resignation	No Change
Sec VI - Compensation	
A. Employee Compensation	No Change
B. Overtime Pay	No Change
C. On-Call Pay	No Change
D. Timekeeping	No Change
E. Certification Bonus	No Change
F. Certification and Educational Reimbursement	Updated to reflect correct section reference
G. Reimbursement of District Related Business	No Change
Sec VII – Benefits	
A. Vacation	No Change
B. Sick Leave	Adjusted to include additional sick leave benefits
C. Holidays	Updated to change floating holiday language
D. Leave of Absence	No Change
E. Compassionate Leave	No Change
F. Reproductive Loss Leave	No Change
G. Leave Related to Military Service	No Change
H. School Suspension Leave	No Change
I. <del>Victim of Sexual Assault/Domestic Violence Leave</del> Victim of Qualifying Act of Violence Leave	Section title change, along with revised language
J. Victim of Crime and Judicial Proceedings Leave	No Change
K. HIPAA	No Change



L. COBRA	No Change
M. Jury Duty	Updated to reflect correct section reference
N. Time Off to Vote	No Change
O. Health, Dental, and Vision Insurance	No Change
P. Life Insurance	No Change
Q. Disability Insurance	No Change
R. Retirement Benefits and Deferred Compensation Plan	Updated to reflect correct section reference
S. Retiree Health, Dental and Vision Benefits	Updated to include GM discretion language
T. Use of Vehicles	No Change
U. California Family Rights Act (CRFA) and Pregnancy Disability Leave (PDL)	No Change
V. Return to Work	No Change
Sec. VIII. Request for Reasonable Accommodation	No Change
Sec. IX - Non-Discrimination Policy and Complaint Procedure	
A. Non-Discrimination Policy	No Change
B. Complaint Procedure	No Change
Sec. X - Workplace Violence	No Change
Sec. XI. Anti-Harassment and Compliant Procedure	
A. Anti-Harassment Policy	Updated language
B. Complaint Procedure	No Change
Employee Acknowledgement Form	Changed to reflect new effective date

# Memo



**Date:** December 09, 2024  
**To:** Honorable Board of Directors  
**Subject:** 2025 Cost of Living Adjustment

## **Summary**

As customary of this District, a cost-of-living adjustment (COLA) of all District Employees salaries is considered each year. It is the duty of the General Manager to recommend to the Board what increase is in the best interest of the District. This recommendation is based on the increase of the Consumer Price Index (CPI) for urban wage earners and clerical workers in our region and the COLA for Social Security (SS) as a basis of discussion and comparison.

Over this past year, the annual average of the CPI for our region increased by an estimated 2.41% and the SS COLA was set at 2.5%. For your reference, attached is the data from the U.S. Bureau of Labor Statistics detailing the historical CPI for Los Angeles cities with respect to urban wage earners and clerical workers. In addition, I have included a graph depicting the District's COLA calculations and adopted COLA increases for the past several years.

In preparing my recommendation for the 2025 COLA, I analyzed the fiscal impact to the District and ensured that the recommended COLA is financially feasible and ensures employee salaries remain competitive in relation to the job market.

## **Recommendation**

Effective January 1, 2025, the General Manager recommends that a 2.5% COLA be applied to all employee salaries.

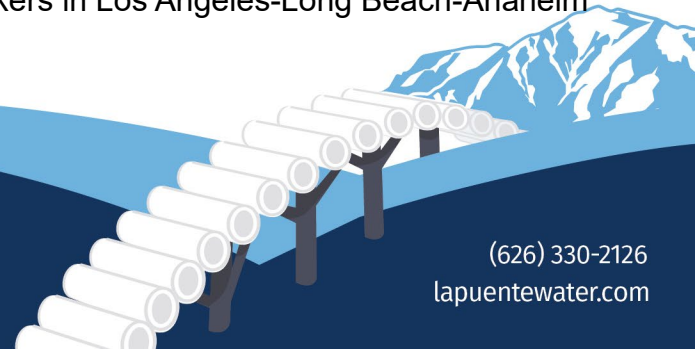
Thank you,

A handwritten signature in blue ink, appearing to read "Roy Frausto".

Roy Frausto  
General Manager

## Enclosures:

1. CPI Table for Urban Wage Earners and Clerical Workers in Los Angeles-Long Beach-Anaheim
2. Historical COLA Graph



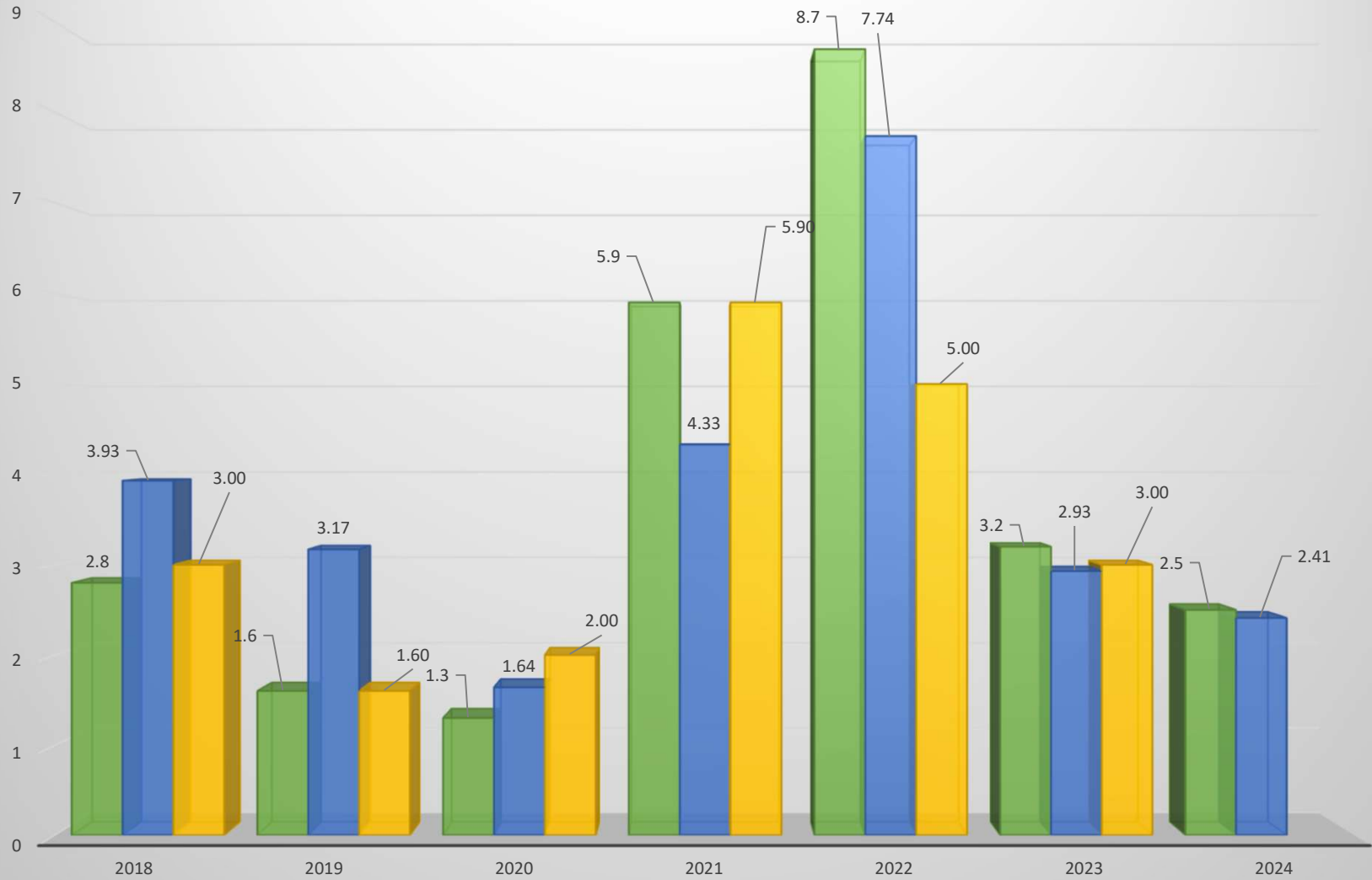
## CPI-Urban Wage Earners and Clerical Workers (Current) Original Data Value

Series Id: CWURS49ASA0

**Not Seasonally Adjusted****Series** All items in Los Angeles-Long Beach-Anaheim, CA,**Title:** urban wage earners and clerical workers, not**Area:** Los Angeles-Long Beach-Anaheim, CA**Item:** All items**Base** 1982-84=100**Period:****Years:** 2008 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	% Change
2008	213.825	214.231	216.493	217.914	219.702	222.435	223.245	221.230	220.285	218.726	214.083	211.007	217.765	217.433	218.096	
2009	212.454	213.234	213.013	213.405	214.446	216.145	216.128	216.628	217.302	217.474	216.618	216.233	215.257	213.783	216.730	-1.15%
2010	217.290	217.090	218.157	218.475	218.787	218.222	218.367	218.752	218.427	219.339	218.694	219.619	218.435	218.004	218.866	1.48%
2011	221.540	222.814	225.770	227.051	226.842	225.461	224.277	224.665	226.096	226.116	225.786	224.444	225.072	224.913	225.231	3.04%
2012	226.245	227.585	230.281	230.023	230.180	228.917	228.446	230.229	231.085	233.431	230.426	228.940	229.649	228.872	230.426	2.03%
2013	230.651	232.983	233.200	232.030	232.387	232.378	232.190	232.245	232.817	232.735	231.598	231.594	232.234	232.271	232.197	1.13%
2014	232.578	233.886	235.500	235.717	236.647	236.880	236.963	236.504	236.451	235.921	233.896	232.330	235.273	235.201	235.344	1.31%
2015	231.063	232.975	235.991	235.697	238.816	237.792	239.889	238.755	237.324	237.472	237.190	236.787	236.646	235.389	237.903	0.58%
2016	238.609	238.262	239.146	239.536	240.320	240.522	240.580	240.267	240.851	241.932	240.809	240.846	240.140	239.399	240.881	1.48%
2017	242.735	244.254	244.932	245.417	246.153	245.900	246.681	247.260	248.550	249.234	249.680	249.854	246.721	244.899	248.543	2.74%
2018	251.785	253.243	254.451	255.379	256.652	256.208	256.632	257.318	258.246	259.899	259.064	258.101	256.415	254.620	258.210	3.93%
2019	259.182	259.734	261.278	264.469	265.283	264.640	265.012	264.687	266.517	269.314	268.041	266.274	264.536	262.431	266.641	3.17%
2020	268.127	268.938	266.964	265.930	267.007	268.118	270.012	270.563	270.257	270.864	270.695	268.928	268.867	262.431	270.426	1.64%
2021	271.129	272.816	274.097	277.126	279.139	280.687	282.271	282.691	283.191	285.973	287.94	288.91	280.498	275.832	285.163	4.33%
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051	287.984	283.926	292.042	2.67%
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899	301.551	302.257	302.071	301.224	300.728	298.990	296.692	301.288	3.82%
2024	302.201	304.284	306.502	307.811	308.163	308.054	308.501	308.640	309.046	309.358						2.412347

## Cost of Living Adjustments 2018 - 2024



	2018	2019	2020	2021	2022	2023	2024
SS %	2.8	1.6	1.3	5.9	8.7	3.2	2.5
CPI %	3.93	3.17	1.64	4.33	7.74	2.93	2.41
Approved COLA %	3.00	1.60	2.00	5.90	5.00	3.00	



## 2025 ANNUAL CY BUDGET

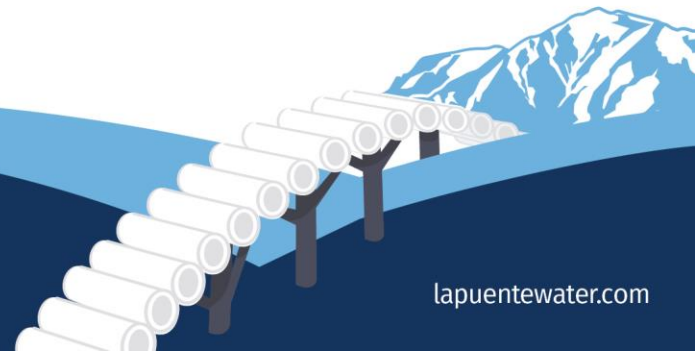
Ending December 31, 2025

THE LA PUENTE VALLEY COUNTY WATER DISTRICT BOARD OF DIRECTORS AND STAFF ARE DEDICATED TO PROVIDING OUR CUSTOMERS HIGH QUALITY WATER, ALONG WITH COURTEOUS AND RESPONSIVE CUSTOMER SERVICE AT THE MOST REASONABLE COST.

### BOARD OF DIRECTORS

William R. Rojas	President
John P. Escalera	Vice-President
David E. Argudo	Director
Cesar J. Barajas	Director
Henry P. Hernandez	Director

**Prepared by:** Roy Frausto, General Manager



# Table of Contents

## Sections

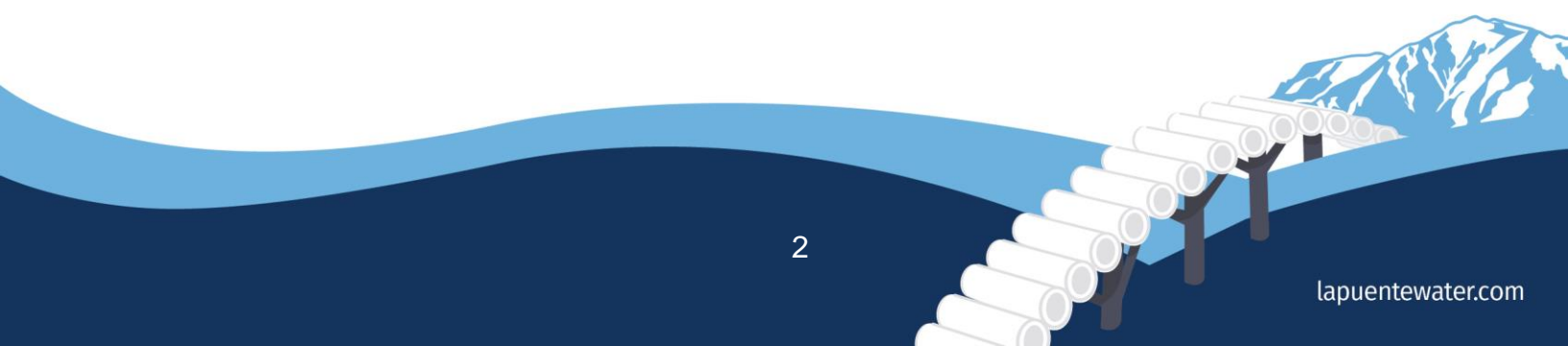
2025 Budget .....	3
About La Puente Valley County Water District .....	3
Service Area Trends .....	5
Water Supply and Cost of Water.....	6
Water Quality and the Cost of Water Treatment .....	8
Water Rate Adjustments .....	8
Direction of the District.....	9
2025 Objectives .....	12
Executive Summary .....	13
Water Operations Fund.....	14
Water Revenue - Operational .....	14
Water Revenue – Non-Operational.....	15
Water Expenditures .....	15
Capital Improvements and Capital Outlay .....	17

## Figures

Figure 1: Boundary Map of District’s Service Area .....	4
Figure 2: PVOU-IZ and SZ Treatment Facilities.....	5
Figure 3: Five-Year (2019-2023) Water System Demand .....	6
Figure 4: Five-Year Projection of Total Cash and Reserve Fund Level.....	13

## Tables

Table 1: Five-Year Forecast of Revenues and Expenses .....	12
Table 2: 2025 Capital Improvement Projects & Capital Outlay.....	18
Table 3: 2025 Budget Summary .....	19
Table 4: District Budget for 2025.....	20
Table 5: District Treatment Plant Budget for 2025 .....	24



## 2025 BUDGET

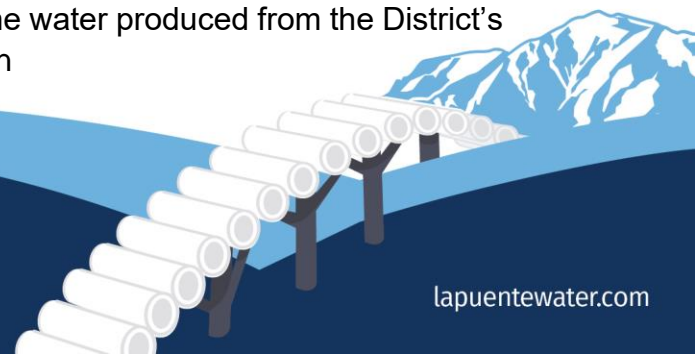
The 2025 Budget has been designed to help fulfill the District's Mission to provide high quality water along with courteous and responsive service at the most reasonable cost to our customers. The Budget is intended to support the priorities and policies of the Board of Directors as reflected in the District's Mission Statement and serve as a policy document, a financial plan, a communications device, and an operations guide. It provides a comprehensive summary of District activities and capital improvement projects proposed for the year ending December 31, 2025. The District embarked on its 100<sup>th</sup> year of service to the community, which comes with significant challenges. Continued prudent planning of the District is paramount in positioning the District to handle these challenges long into the future.

The District's budget is prepared on a full accrual basis of accounting generally accepted in the United States, which is consistent with the District's audited financial statements. Revenues are recorded at the time they are earned, and expenses are recorded at the time the liability is incurred. The intent of the District is to establish water rates sufficient to provide for payment of all operations and maintenance expenses along with capital improvements. The annual goal is to present a balanced budget (projected expenses equal to or less than projected revenues) to the Board of Directors for adoption.

The preparation and adoption of a comprehensive budget and operating plan is essential for the sound management and financial administration of the District. As an enterprise type of utility, the District is similar to a commercial operation whose expenditures may vary during the year in response to the timing and level of customer service demand. Water service demand is primarily influenced by water consumption practices, weather factors and the continued growth in the number of customers served. Budget objectives must therefore be structured to respond to fluctuating service demands. Activities are projected from historical data as a baseline to determine the appropriate funding level. Decisions made throughout the year by the Board of Directors and the General Manager are balanced between meeting budget objectives and budgetary constraints.

## ABOUT LA PUENTE VALLEY COUNTY WATER DISTRICT

La Puente Valley County Water District (District) provides safe, reliable, and cost-effective drinking water to approximately 9,600 people within the communities of La Puente and the City of Industry. The District has been providing water service to these communities for 100 years. The District was formed in August 1924 by popular vote, in accordance with the County Water District Act of 1913. In its infancy, the District consisted of approximately 1,300 acres and 200 water service connections. The area was vastly different from what it is today. At that time, most of the water produced from the District's Well Field was delivered to meet agricultural irrigation





needs of the valley. Over the years, the District has grown to approximately 1,600 acres and over 2,500 water service connections. To this day, the District's Well Field continues to be the main source of supply to meet the needs of the District's customers. The boundary map of the District's service area is provided in **Figure 1**.

**Figure 1 - Boundary Map of District's Service Area**



A publicly elected, five-member Board of Directors governs the District. Board members serve four-year terms and elections are held every two years with terms staggered to ensure continuity. The Board is responsible for establishing District policy on a variety of issues including, but not limited to, financial planning, infrastructure investment, and water rates. Day-to-day operations are managed by the General Manager who oversees a highly qualified staff responsible for executing ongoing operational and administrative functions. The District's employees include certified water treatment and distribution operators and an experienced administrative staff.

The District's Water System includes approximately 2,550 service connections, more than 32 miles of distribution and transmission mains, 3 active wells, a 2,500 gpm state-of-the-



art groundwater treatment facility, 5 booster pump stations and 3 reservoirs. The District also manages and operates the Industry Public Utilities Water System, which includes 1,860 service connections, 34.4 miles of distribution and transmission mains, 1 active well, 5 booster pump stations, and 3 reservoirs. Beginning in 2023, the District began operating the Puente Valley Operable Unit - Intermediate Zone (PVOU-IZ) and Shallow Zone (PVOU-SZ) Treatment Facilities as shown in **Figure 2**. The PVOU-IZ consists of over 3 miles of transmission mains, 7 extraction wells, a new 2,000 gpm state-of-the-art groundwater treatment facility and 1 Reservoir. The PVOU-SZ consists of 2 extraction wells and a new 350 gpm state-of-the-art groundwater treatment facility for surface water discharge.

**Figure 2 – PVOU-IZ and SZ Treatment Facilities**

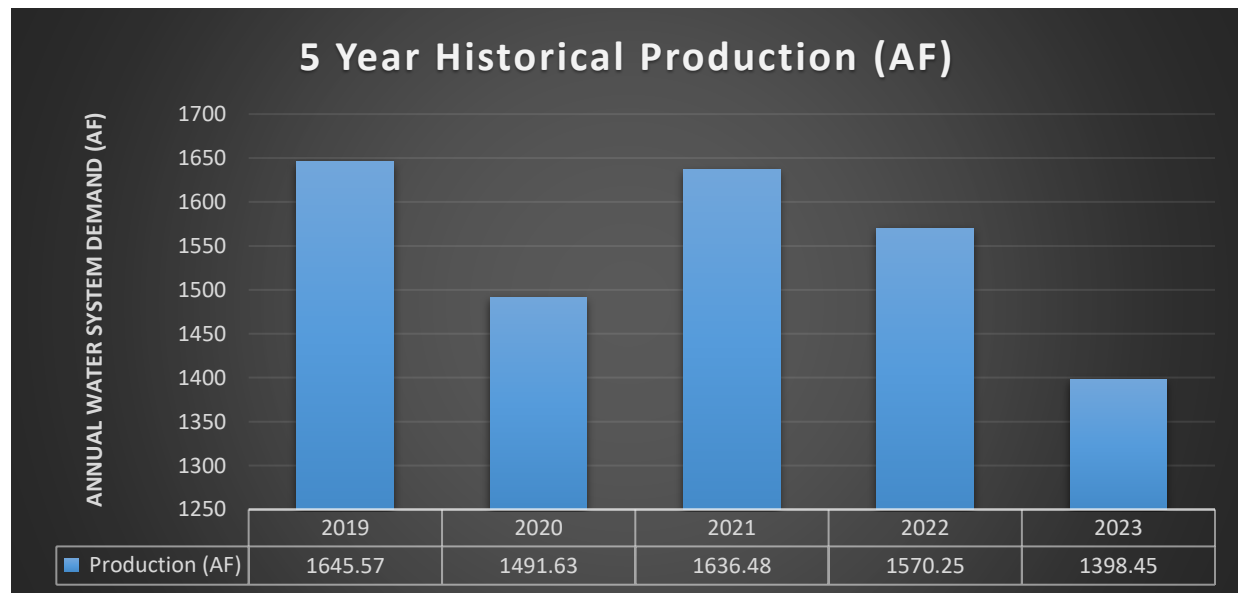


## SERVICE AREA TRENDS

Land use in the portion of the City of La Puente bounded by the District's service area is primarily residential with some commercial, public/institutional, and open space areas. Land use in the portion of the City of Industry bounded by the District's service area is primarily commercial and industrial. This portion of the District's service area is also, for the most part, fully developed. Population data for the City of Industry shows little or no growth over the next 20 years. District Staff projects that most, if not all, future developments within the District's service area will be redevelopment of commercial and/or residential properties that may or may not have an impact on the water system's water demand.

The annual amount of water used within the District's water system (water system demand) over the last 10 years (2013-2023) has averaged 1,596 acre-feet (AF). The average water system demand over the past 5 years (2019-23) has been 1,548 AF. In 2023, the water system demand was 1,398 AF, approximately 11% less than in 2022 (1,570 AF). 2023 has been the lowest demand (1,398 AF) over the past 10 years, which was driven mainly by water conservation efforts and the historical rainfall and snowpack of 2023. In October 2021, the District's Board of Directors adopted Resolution No. 273, which declared permanent water use efficiency practices and water conservation measures. These measures along with state mandated conservation efforts will result in a reduction in future water system demand. **Figure 3** displays the water system demand in AF for a 5-year period.

**Figure 3: 5 Year (2019-2023) Water System Demand**





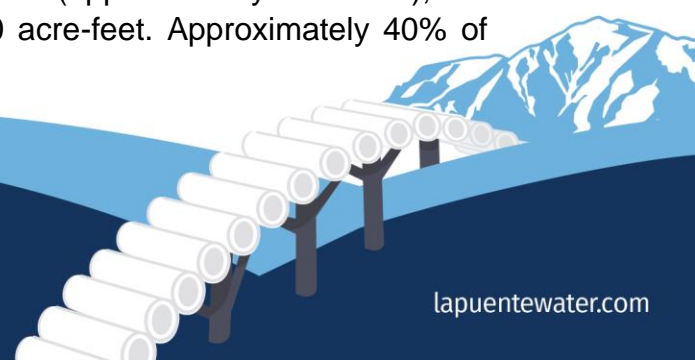
## WATER SUPPLY AND COST OF WATER

The District's primary source of supply is from three ground water wells that produce water from the adjudicated Main San Gabriel Basin (Basin). The groundwater rights in the Basin were adjudicated based on mutual prescription resulting in a specific quantity in acre-feet per year for each producer. Such rights were then converted to a Pumper's Share, expressed in percent of the aggregate of all prescriptive rights. The District was adjudicated 1,097-acre feet of water rights based on groundwater production that occurred between calendar years 1953 and 1967. Subsequently, the District obtained the water rights of El Encanto Properties on July 22, 1974, in the amount of 33.40 acre-feet. Thus, the District's total adjudicated water rights are 1,130.40 acre-feet. This represents 0.57197 percent (Pumper's Share) of all adjudicated water rights in the Basin.

Under the Main San Gabriel Basin Judgment, the Main San Gabriel Basin Watermaster (Watermaster) annually establishes the Operating Safe Yield (OSY) for the ensuing year. This is done mainly based on groundwater storage conditions as reflected by the Baldwin Park Key Well. To provide sufficient storage capacity in the basin to capture as much of the local stream flow as practicable, the Judgment provides that imported supplemental water will not be spread in the Basin when the Key Well elevation exceeds 250 feet above mean sea level (msl) and will be spread, insofar practicable, to maintain the elevation above 200 feet msl. Each year a producer is allowed to extract, free of Replacement Water Assessment, its share of the OSY, which is established in May each year by the Watermaster. This annual share is referred to as the annual production right.

Any producer can extract all the water needed for beneficial use, but the portion of such extraction, which exceeds the annual production right of the OSY, is assessed at a rate (Replacement Water Assessment), which will purchase one acre-foot of imported supplemental water for each acre-foot of excess production. Such water is then purchased by the Watermaster from the appropriate Responsible Agency (municipal water district) and used to replenish the Basin. If Basin storage is low, as indicated by the key well elevation, the OSY is set at a lower level so that more Replacement Water may be purchased to increase Basin storage. If Basin storage is relatively high, the OSY is increased so that Replacement Water will not increase Basin storage to the point that local water runoff will be un-storable.

Due to the historic drought conditions, the OSY has been set at a very low level for the last eight years at 150,000 acre-feet. This has resulted in an 18% reduction in the District's annual production right as compared to the long-term average annual production right. As a result of healthy Key Well levels (approximately 240 amsl), the OSY for production year 24-25 was set at 160,000 acre-feet. Approximately 40% of



water the District pumps from the Basin each year to meet its water system demand requires the District to lease production rights and/or purchase replacement water.

The District is located within the service area of the regional water supplier, Upper San Gabriel Valley Municipal Water District (Upper District). The District relies upon Upper District to deliver replacement water for every acre foot of water produced over the District's annual production right. Upper District is a member agency of the Metropolitan Water District of Southern California (MWD), which is the agency that purchases imported water from for replenishment purposes. The vast majority of imported water is delivered through the State Water Project (SWP) Delivery System. In the past, MWD provided this water at its replenishment water rate. Between 2007 and 2010, imported water at the replenishment rate was unavailable for purchase, but was available at the MWD tier 1 and tier 2 untreated water rates, which were substantially higher. As a result of the import water pricing change, in May 2009, the rate for the Replacement Water Assessment set by Watermaster increased from \$251.90 per acre foot to \$450.00. In May 2024, the Replacement Water Assessment was set at \$1,106.00 per acre foot for the 2024-25 production year, which equates to a \$854.10 per acre foot increase over the last fourteen years.

The District was able to cushion the effect of this increase by purchasing 2,000-acre feet of cyclic storage water (in 2009) at a rate of \$251.90 per acre foot. Cyclic storage water, when available, can be purchased by a producer that has a cyclic storage water agreement in place with Watermaster. Cyclic storage water is replenishment water that has already been delivered into the Basin, which can be used to offset future replenishment water obligations. Currently, the District has 541 AF in its cyclic storage account. This water also provides a major benefit during times of drought, like we are currently facing. Over the last nine years, the District has also leased groundwater productions rights at a rate of 8% to 10% lower than the cost for replacement water, which further reduced the impact of the rising cost of replenishment water. The future cost for replenishment water along with groundwater production assessments will continue to have a substantial financial impact on the District in years to come.

## **WATER QUALITY AND THE COST OF WATER TREATMENT**

The area of the Basin where the District's wells draw water is contaminated with various contaminants, such as volatile organic compounds (VOC's) and perchlorate. In 2002, the District, along with other water entities, entered into an agreement with the parties who were potentially responsible for the groundwater contamination. This agreement is known as the Baldwin Park Operable Unit Project Agreement (BPOU Agreement). Under this Agreement, the water from the District's well field is treated at the District's groundwater treatment facility before it enters the District's service area. Water leaving the facility meets all State and Federal drinking water regulations. The cost to construct, maintain

and operate the treatment facility was and continues to be reimbursed by the potentially responsible parties, who are now known as the Cooperating Respondents (CRs). None of these treatment costs are paid for through the District's water rates.

The term of the BPOU Agreement was 15 years and was set to expire in May of 2017. The District, other water entities and the CRs negotiated an extension to the BPOU Agreement (referred to as the 2017 BPOU Agreement), which has secured continued funding of groundwater treatment at the District's well field for an additional ten years.

In 2018, District staff identified that levels of nitrate in the water produced from the District's well field were increasing. Although the levels of nitrate in the water are below the regulatory maximum contaminant level for nitrate, the District embarked on the design and construction of a nitrate treatment system at the District's BPOU groundwater treatment facility. In May of 2024, the nitrate treatment system was permitted by the SWRCB and is now operational.

## WATER RATE ADJUSTMENTS

In 2023, the District initiated a water rate study and comprehensive cost of service analysis. This study was completed by NBS Government Finance Group in August of 2023. The final recommendation was to adopt a multi-year (5 year) water rate adjustment plan. Water rate adjustments were developed as part of the study and a notice to all customers of the proposed increase to water rates was provided in August of 2018. Substantial increases in the District's operational expenses, as described below, were the major factors supporting the need for an increase to water rates and charges:

- **Cost of Water** – The District is fortunate to have rights to a local groundwater source in the Main San Gabriel Basin (“Basin”), but any water the District pumps over its allotment must be replaced to maintain water levels in the Basin by leasing rights or purchasing imported water. The cost for this replacement water has increased by over twenty-three percent (23%) in the last four years.
- **Groundwater Management** – A groundwater pumping assessment has been put into effect by the Main San Gabriel Basin Watermaster to secure additional water resources to maintain water levels in the Basin. This assessment continues to have a large cost impact on the District and all water providers that pump groundwater from the Basin in the San Gabriel Valley.
- **Capital Improvements** – The District continuously invests in capital improvement projects that improve the performance of the water system or extend the life of existing facilities and equipment to avoid more expensive emergency repairs. Such

capital improvement projects included the recycled water system, nitrate treatment system and the District's new operation center.

The District's goal is to continue to generate sufficient revenue to meet the cost of providing excellent water service while avoiding drastic increases to water rates. The cost of replenishment water and financing of needed water system improvements will have the most significant impact on water rates going forward.

## DIRECTION OF THE DISTRICT

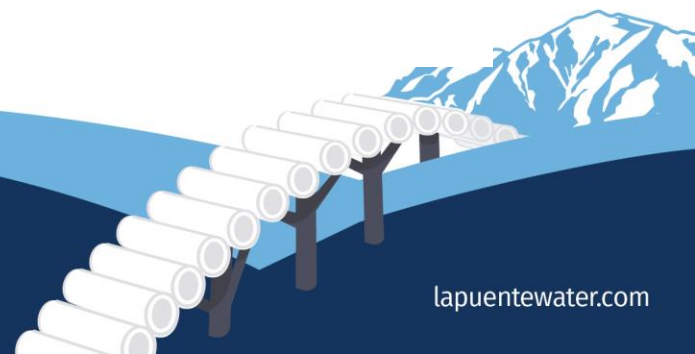
Projecting beyond 2025, it is necessary to identify significant increases in expenses that the District will need to be prepared for, either by managing reserves or increasing revenues. In preparing the annual budget, District Staff also projects the annual revenue and operating expenses (cash items) out for five years. These projections include all operating costs and capital improvement investments but exclude depreciation. Summarized below are a few District ventures that will have a substantial impact on the five-year projection of revenue and expenses.

### ***Recycled Water Project***

The recycled water system required the District, for the first time in several decades, to obtain a loan to finance such a project. The investment in a recycled water system will deliver recycled water to several irrigation customers and replace the use of drinking water for irrigation.

The District partnered with Upper San Gabriel Valley Municipal Water District to secure a \$428,000 grant from the State Department of Water Resources for Phase 1 of a Recycled Water System Project. The projected cost of Phase 1 is \$2,000,000. The grant will cover approximately 25 percent of the estimated cost of Phase 1, which is expected to serve 55-acre feet per year of recycled water, to be purchased indirectly from Los Angeles County Sanitation Districts, to serve irrigation customers on Don Julian Avenue.

The current cost to produce 55-acre feet of water that is over the District's annual production right is approximately \$60,830. The District secured a loan along with the grant funding to fund this project, which would otherwise not be cost effective. The assumptions of the Recycled Water Project cost and the associated debt service are included in the five-year forecast. This new drought resistant source of water improves long-term water supply reliability for all the District's customers. The estimated cost of the Recycled Water System Project, loan proceeds, loan payment and other grant funding are included in the 5-year revenue and expense projections.





### ***PVOU-IZ and PVOU-SZ Projects***

The District prides itself on its efforts over the past 25 years to provide groundwater cleanup (treatment) in the Main San Gabriel Groundwater Basin. In fact, the District was the first water agency in the San Gabriel Valley to provide multi-barrier treatment for various contaminants at its groundwater treatment facility, which kick-started other groundwater treatment projects in the Valley. Over the years, the District's groundwater treatment plant has removed tons of contaminants. Our District's overall goal is to leave the groundwater basin free of contamination for future generations, so that it may continue to be used to meet the needs of its residents.

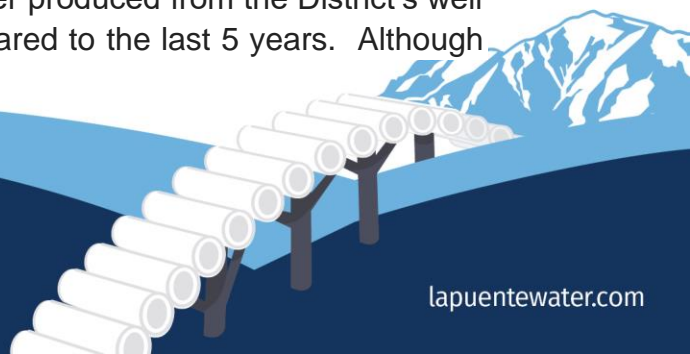
In mid-2014, the District was presented with an opportunity to further make a difference in remediating groundwater contamination in the Main San Gabriel Basin, more specifically the Puente Valley area. Under an order by US EPA, several industrial companies have been planning for several years to construct a highly efficient groundwater treatment system. This system would be comprised of 50 monitoring wells, 7 production wells, and multiple treatment technologies. In 2015, a property was purchased, by the lead industrial company, to construct a groundwater treatment facility. This property is located within the District's service area and near the District's water distribution facilities. Since District staff already have experience operating a similar groundwater treatment system, the District has agreed and is contracted to operate the PVOU-IZ and PVOU-SZ treatment facilities. The vision for the District is to receive fully treated water from the PVOU-IZ, which meets all State and Federal drinking water standards, into its water system to utilize this water as a back-up supply for the District.

In 2017, the PVOU-IZ project was modified with respect to the delivery of treated water. The treated water is now planned to be delivered to the District, who will in turn deliver most of the water to our neighboring water agency, Suburban Water Systems (SWS). The other components of the project remain unchanged.

The new treatment facilities will improve water quality in the groundwater Basin and provide an additional emergency water supply for the community of La Puente along with additional revenue sources for the District. The revenue that will be received by the District for conveying water and operating the plants will help keep the District water rates affordable. The groundwater treatment systems and associated improvements were completed in 2022 with groundwater extraction for testing purposes in 2023. The revenues anticipated from the District's involvement in this project are included in the five-year revenue projections.

### ***Groundwater Treatment System for Nitrate Removal***

District staff identified that levels of nitrate in the water produced from the District's well field were increasing in an abnormal trend, as compared to the last 5 years. Although



the levels of nitrate in the water are below the regulatory maximum contaminant level, the District began the construction of a nitrate treatment system at the District's groundwater treatment facility in 2023 and it is now fully operational as of May of 2024.

In addition, the District entered into a Nitrate Funding Agreement with the Cooperating Respondents (CRs) to fund a portion of the anticipated Nitrate Treatment Project. Although this funding agreement is beneficial to the District, a loan was needed to fund a portion of the Project. The estimated cost of the nitrate treatment system, loan proceeds, loan payments, CR funding and grant funding are included in the 5-year revenue and expense projections.

### ***Five Year Forecast of Revenues and Expenses***

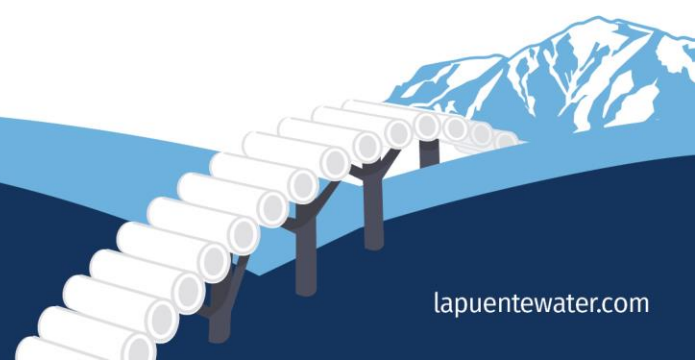
Factoring these District ventures, **Table 1** provides a summary of the five-year forecast for the District's expenses and compares it to the projected revenues.

**Table 1: Five-Year Forecast of Revenues and Expenses**

	2025	2026	2027	2028	2029
Revenues	6,805,697	7,197,800	7,634,200	8,030,900	8,457,100
Expenses	5,384,582	5,545,100	5,792,500	6,120,400	6,396,300
<b>Net Gain</b>	<b>\$1,421,115</b>	<b>\$1,652,700</b>	<b>\$1,841,700</b>	<b>\$1,910,500</b>	<b>\$2,060,800</b>

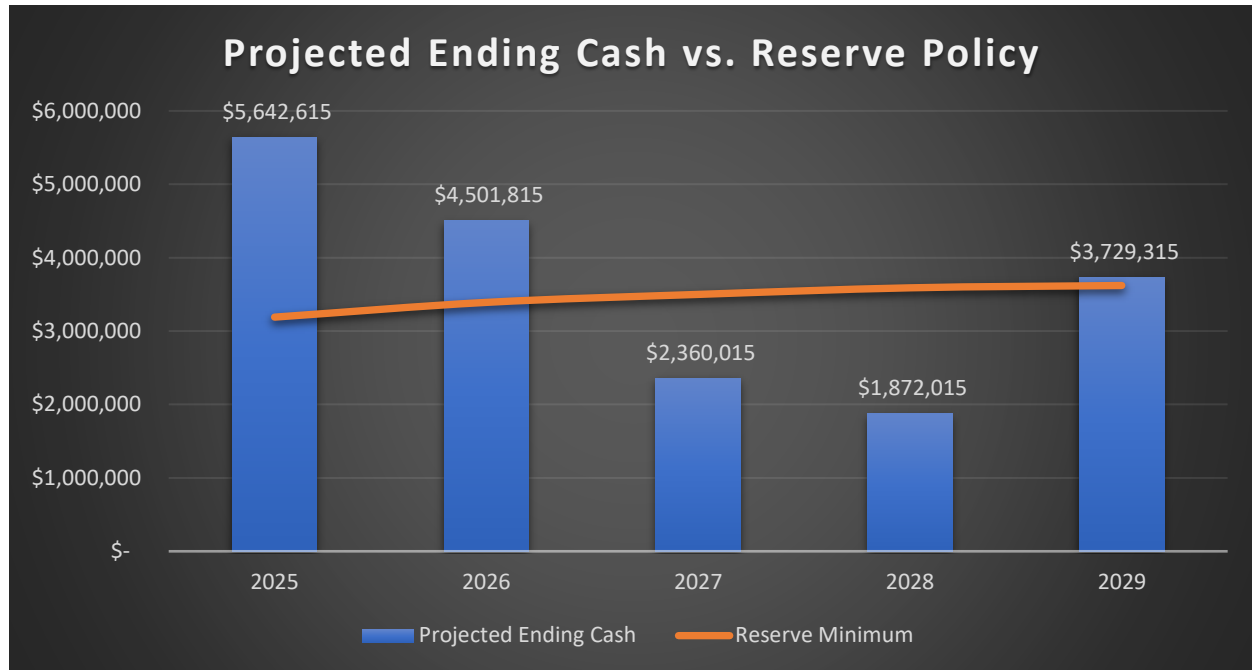
### ***District Cash and Reserves***

In May 2012, the Board of Directors adopted Resolution No. 208 which updated the policy for the management of the District's cash and financial reserves. The Policy specifies what types of reserves the District shall maintain and what the minimum and maximum levels shall be for each reserve fund. **Figure 4** provides a five-year projection of the cash and reserve fund level based on the projected expenses and revenues from **Table 1**.





**Figure 4: Five-Year Projection of Total Cash and Reserve Fund Level**



Reserve fund levels are expected to decline over the next 5 years, primarily due to the capital investment of the District operations center and debt service related to the District's Recycled Water Project & Nitrate Treatment System Project. The future five-year water rate increase plan is vital in maintaining adequate reserve fund levels and meeting the needs of the District's Customers.

## 2025 OBJECTIVES

Special emphasis will be placed on accomplishing the following objectives during 2025.

- ✓ Recycled Water System Project
  - Finalize Phase 1 Customer Retrofits
  - Deliver recycled water to all Phase 1 customers
- ✓ Purchase District Operations Property
- ✓ Successfully Permit and Operate the PVOU-IZ Treatment Facility for Potable Use
- ✓ Successfully Begin to Operate the PVOU-SZ Treatment Facility for Surface Water Discharge
- ✓ Secure Groundwater Production Right Leases and Cyclic Storage Purchases to Reduce the Impacts of Replacement Water Costs

- ✓ Secure a Term Sheet with the CRs with Respect to City of Industry's Groundwater Treatment Project
- ✓ Continue to Fulfill Contractual Obligation in Operating and Managing the City of Industry Waterworks System in a Cost-Effective Manner
- ✓ Complete Capital Improvements and Capital Outlay Projects
- ✓ Staff District Appropriately to Support the PVOU-IZ & SZ Operations

## EXECUTIVE SUMMARY

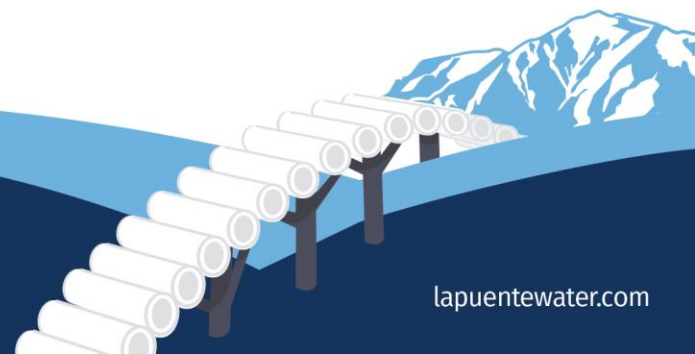
A report on the significant findings and recommendations for the calendar year 2025 Budget are:

- ✓ Annual Revenue is expected to be \$8,304,897
  - \$6,452,097 From District Revenues and \$1,852,800 from the BPOU Treatment Plant Operation
- ✓ Annual Expenditures are budgeted at \$6,883,782
  - \$5,030,982 From District Expenses and \$1,852,800 from the BPOU Treatment Plant Operation
- ✓ Annual Net Revenue is expected to be \$1,421,100
- ✓ Capital Improvement/Outlay Projects are budgeted at \$2,191,000
- ✓ The Districts change in cash is expected to decrease by \$407,385 through 2025

## WATER OPERATIONS FUND

The District's activities identified in this budget are designed to accomplish the District's Mission as it relates to water operations. For the calendar year 2025, the District will need a total operation budget of \$6,883,782 to carry out its Mission.

All the revenues and expenses that allow the District to function flow either directly or indirectly through the Water Operations Fund. The Water Operations Fund's source of revenue consists of water sales, miscellaneous billing, property taxes, management fees and interest earned on Water Operations Fund-related investments. The Water Operations Fund exists to finance operations, maintenance, repair, supplies, depreciation, contingencies, personnel compensation related to water operations, capital improvements and to provide a catastrophic restoration reserve.



The Budget Summary details the projected Water Operations Fund revenues and expenditures for 2025 and compares those revenues and expenditures with the estimate for year-end 2024.

## **WATER REVENUE - OPERATIONAL**

### ***Water Sales and Service Charges:***

Water sales and service charges are the major sources of revenue for the District. These sales are the result of the District's normal meter reading and billing activities for all classes of water to all active service connections. The distribution of sales provides 46 percent as fixed sales allocated to the service charges based on meter capacity and the remaining 54 percent being variable sales and allocated to the commodity charges. The District forecasts water sales and service charges at \$3,409,400.

### ***Operational Revenue Related to the District's Groundwater Treatment Facility***

The District owns and operates a groundwater treatment plant within the Main San Gabriel Basin for the removal of various contaminants. The United States EPA has identified this contaminated area of the Basin as BPOU and has named those parties that are potentially responsible, also known as the Cooperating Respondents, for the contamination in this area of the Basin. The construction and ongoing operating cost of the District's treatment plant is reimbursable per the BPOU Project Agreement entered by the Cooperating Respondents, Main San Gabriel Basin Watermaster, San Gabriel Basin Water Quality Authority, and the Water Entities, which the District is a party to. As detailed in the Proposed 2025 Budget for the District's Treatment Plant, the District anticipates the operation and maintenance expense for the Treatment Plant to be \$1,852,800, all of which will be reimbursed to the District by the CRs.

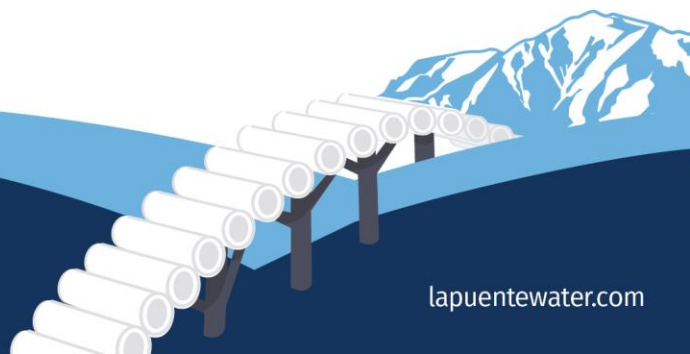
## **WATER REVENUE – NON-OPERATIONAL**

### ***Interest:***

For calendar year 2025, District staff forecasts interest in Water Operations Fund related investments of \$150,000. The estimate is predicated on current interest rates.

### ***Other Revenues:***

This includes a total of \$322,200 from Property Taxes; \$725,000 for Fees related to the management of the PVOU IZ & SZ Treatment Facility, the BPOU Treatment Plant and the City of Industry Water Works System; \$1,854,797 from Service Fees related to labor reimbursement, \$44,300 from Rental Revenue, \$601,000 from CIP funding agreements for the PVOU IZ Project.



## WATER EXPENDITURES

### ***Personnel (Salaries and Benefits):***

To maintain high quality service within the District's service area, fulfill contractual obligations to manage and operate the City of Industry Waterworks System, operate the PVOU IZ & SZ Treatment Facilities and operate the District's BPOU Groundwater Treatment Facility, a total of 18 full-time employees and 1 part-time employee will be needed.

(Field Operations) Transmission, Distribution, Treatment and Supply 12

(Office and Management) Customer Service and Administration 7

In calendar year 2025, the District will need a personnel compensation budget of \$2,060,000 for salaries and payroll taxes related to meeting the requirements of water distribution, water treatment & supply, customer service and administrative functions for the District, CIWS, BPOU and PVOU IZ & SZ Treatment Plant Operations.

### ***Supply and Treatment:***

Water Supply and Treatment make up the variable costs of the District. These costs are generally defined as the annual operating expense to purchase and lease imported water and pump local groundwater to satisfy customer service demand. Variable costs are sensitive to operating factors that are beyond the District's control. These factors include weather, new construction, pricing, or incentive programs offered by other agencies, cost of treatment chemicals and materials, energy costs and changes in efficiency of existing equipment. The budget amount can be considered as the best projection of annual costs based on average weather, growth, and consumption. For the calendar year 2025, the District will need a total of \$2,652,482 for the Supply and Treatment costs.

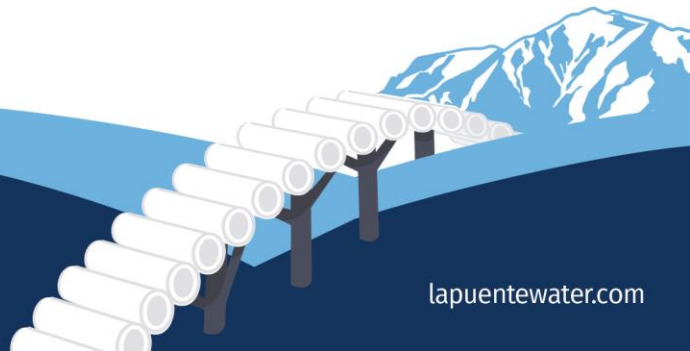
### ***Other Operating Expenses:***

These program costs make up a portion of the fixed operating or "overhead" costs required to maintain the District's plant sites and water distribution system (facilities).

This includes costs for services, materials, vehicles and equipment for the repair, maintenance, and operation of these facilities. For the calendar year 2025, the District will need a total of \$539,300 for Other Operating Expenses.

### ***General and Administrative:***

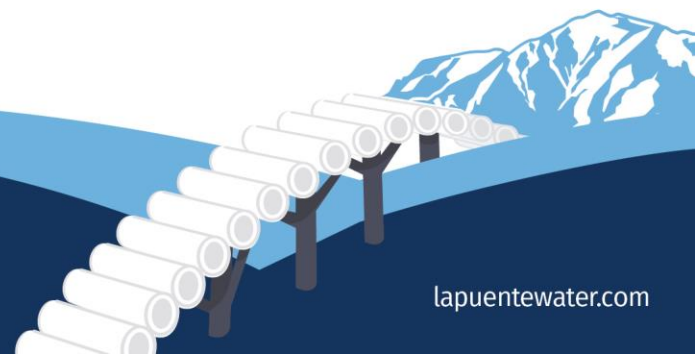
These program costs are "overhead" costs required to maintain District operations as they relate to customer service and administrative functions of the District. This includes costs for office supplies, office building maintenance, office equipment, customer billing, insurance, professional services, public outreach, and conservation programs. For the calendar year 2025, the District will need a total of \$504,000 for General and Administrative costs.



## CAPITAL IMPROVEMENTS AND CAPITAL OUTLAY

The District is committed to enhancing the condition of its water system through investments in capital improvement projects. These investments will ensure that the water system will deliver high quality water to its customers long into the future. These investments will also ensure that the District's personnel will have the necessary tools to carry out their functions. Capital Improvements and Outlay may include expenditures for construction of new permanent capital facilities, replacement of existing facilities, purchasing fixed assets for various programs in the District and capital purchases necessary to maintain the quality of operations in the District.

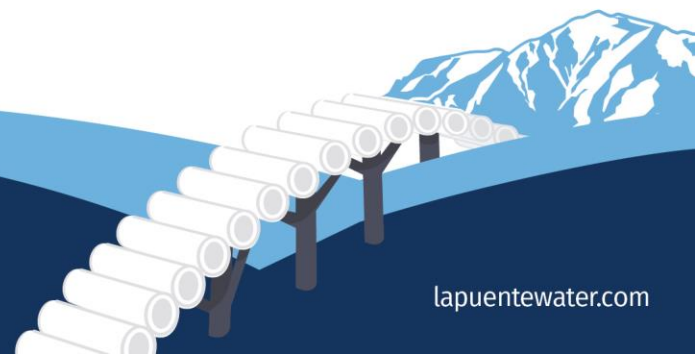
**Table 2** below is a summary for Capital Improvement and Capital Outlay expenses that are necessary to maintain high quality service for District Customers:



**Table 2: 2025 Capital Improvement Projects & Capital Outlay**

Project	Description	Cost
Fire Hydrant Replacements	Replace Inoperable Fire Hydrants as needed.	\$ 25,000
Other Field Equipment	Various field equipment needed	\$ 75,000
Valve Replacements	Replace Inoperable Valves as Needed	\$ 25,000
Service Line Replacements	Replace Aging Plastic and/or Galvanized Service Lines as Needed	\$ 50,000
LP-CIWS Interconnection (Ind. Hills)	Upgrades to an interconnection between the CIWS and the District to assist with the delivery of PVOU IZ treated water.	\$ 65,000
Fleet Trucks	Purchase new District truck to replace fully depreciated service truck.	\$ 90,000
SCADA Improvements	Improvements to hardware components.	\$ 60,000
IT Hardware	New fire wall replacement for District business operations.	\$ 15,000
New Admin Operations Building	New District Office Operations Center	\$ 1,000,000
Hudson Plant Improvements	Construct a new pump station for the delivery of PVOU IZ treated water to SWS and improvements to the District's existing pump station.	\$ 536,000
Groundwater Treatment System – Nitrate Removal	Complete design and begin construction of a Nitrate treatment system at the District's groundwater treatment facility.	\$ 20,000
Recycled Water System (Phase 1)	Construct New Recycled Waterlines and Pump Station for 12 Irrigations Customers.	\$ 70,000
Main St. VFD	Install VFD on Main St. Pump	\$ 150,000
Dalesford & Bamboo Project	Install a pressure sustaining/regulating valve on Bamboo St. to improve fire flow in the surrounding area.	\$ 80,000

**Total: \$ 2,191,000**







**Table 3**

La Puente Valley County Water District  
2025 Proposed Budget (Summary)

	LPVCWD		TP		TOTAL		LPVCWD		TP		TOTAL		TOTAL
	2024	Adopted	2024	Adopted	2024	Adopted	2025 Proposed	2025 Proposed	2025 Proposed	2025 Proposed	2025 Proposed	2025 Proposed	Budget
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Variance 2025-2024
<b>Revenues</b>													
Operational Rate Revenues	\$ 2,879,500	\$ -	\$ 2,879,500	\$ -	\$ 2,879,500	\$ -	\$ 3,409,400	\$ -	\$ 3,409,400	\$ -	\$ 3,409,400	\$ -	\$ 529,900
Operational Non-Rate Revenues	2,141,877	1,760,540	3,902,417	2,341,197	1,852,800	4,193,997	291,580						
Non-Operational Revenues	861,700	-	861,700	701,500	-	701,500	(160,200)						
<b>Total Revenues</b>	<b>5,883,077</b>	<b>1,760,540</b>	<b>7,643,617</b>	<b>6,452,097</b>	<b>1,852,800</b>	<b>8,304,897</b>	<b>661,280</b>						
<b>Expense</b>													
Salaries & Benefits	2,683,960	339,040	3,023,000	2,861,400	353,600	3,215,000	192,000						
Supply & Treatment	1,234,280	1,249,200	2,483,480	1,337,582	1,287,900	2,625,482	142,002						
Other Operating Expenses	365,000	150,300	515,300	350,000	189,300	539,300	24,000						
General & Administrative	473,000	22,000	495,000	482,000	22,000	504,000	9,000						
<b>Total Expense</b>	<b>4,756,240</b>	<b>1,760,540</b>	<b>6,516,780</b>	<b>5,030,982</b>	<b>1,852,800</b>	<b>6,883,782</b>	<b>367,002</b>						
<b>Net Income from Operations</b>	<b>1,126,800</b>	<b>-</b>	<b>1,126,800</b>	<b>1,421,100</b>	<b>-</b>	<b>1,421,100</b>	<b>294,300</b>						
Less: Capital Expenses	(2,808,500)	-	(2,808,500)	(2,191,000)	-	(2,191,000)	617,500						
<b>Net Income After Capital</b>	<b>(1,681,700)</b>	<b>-</b>	<b>(1,681,700)</b>	<b>(769,900)</b>	<b>-</b>	<b>(769,900)</b>	<b>911,800</b>						
Capital Reimbursement (OU Projects)	601,000	-	601,000	601,000	-	601,000	-						
Grant Proceeds	17,000	-	17,000	-	-	-	(17,000)						
Loan Proceeds	-	-	-	-	-	-	-						
Loan Payment (Interest & Principal)	(198,500)	-	(198,500)	(198,500)	-	(198,500)	-						
<b>Cyclic Storage Purchases</b>													
Cyclic Purchase													
Prepaid Inventory Purchases				(40,000)		(40,000)							
<b>Change in Cash</b>	<b>(1,262,200)</b>	<b>-</b>	<b>(1,262,200)</b>	<b>(407,400)</b>	<b>-</b>	<b>(407,400)</b>	<b>894,800</b>						
Contributed Capital (Developer)	-	-	-	-	-	-	-						
Add: Capital Assets (District-Funded)	2,190,500	-	2,190,500	1,590,000	-	1,590,000	(600,500)						
Add: Debt Principal	120,600	-	120,600	120,600	-	120,600	-						
Add: Cyclic Storage				-		-							
Add: Prepaid Inventory				40,000		40,000							
Less: Loan Proceeds	-	-	-	-	-	-	-						
Less: Depreciation Expense	(450,000)	(105,000)	(555,000)	(450,000)	(105,000)	(555,000)	-						
<b>Net Income (Loss)</b>	<b>\$ 598,900</b>	<b>\$ (105,000)</b>	<b>\$ 493,900</b>	<b>\$ 893,200</b>	<b>\$ (105,000)</b>	<b>\$ 788,200</b>	<b>\$ 294,300</b>						



**Table 4**  
**La Puente Valley County Water District**  
**2025 Proposed Budget (Detail)**

	2024 Adopted Budget	OCT 2024 ACTUALS YTD	2024 Projected Year-End	2024 Projected Variance	2025 Proposed Budget	2025-2024 Budget Variance
<b>Operating Revenues (Rate)</b>						
Water Sales	1,600,000	1,494,534	1,792,588	192,588	1,953,900	\$ 353,900
Service Charges	1,029,000	855,576	1,044,684	15,684	1,170,000	141,000
Surplus Sales	70,000	62,164	74,500	4,500	70,000	-
Customer Charges	40,000	32,764	39,300	(700)	40,000	-
Fire Service	140,000	138,621	166,300	26,300	175,000	35,000
Miscellaneous Income	500	868	1,000	500	500	-
<b>Total Operating Revenues (Rate)</b>	<b>2,879,500</b>	<b>2,584,527</b>	<b>3,118,372</b>	<b>238,872</b>	<b>3,409,400</b>	<b>529,900</b>
<b>Operating Revenues (Non-Rate)</b>						
Management Fees	378,133	314,930	378,133	-	352,197	(25,936)
IPU Service Fees (Labor)	1,056,100	866,441	1,056,100	-	1,149,000	92,900
BPOU Service Fees (Labor)	339,040	315,484	348,000	8,960	353,600	14,560
PVOU IZ Service Fees (Labor)	450,000	323,421	395,000	(55,000)	500,000	50,000
PVOU SZ Service Fees (Labor)	160,000	133,493	170,000	10,000	225,000	65,000
Other O&M Fees	97,644	100,177	100,177	2,533	115,000	17,356
<b>Total Operating Revenues (Non-Rate)</b>	<b>2,480,917</b>	<b>2,053,945</b>	<b>2,447,410</b>	<b>(33,507)</b>	<b>2,694,797</b>	<b>213,880</b>
<b>Non-Operating Revenues</b>						
Taxes & Assessments	322,200	215,784	321,100	(1,100)	322,200	-
Rental Revenue	42,000	35,071	43,000	1,000	44,300	2,300
Interest Revenue	200,000	197,371	236,800	36,800	150,000	(50,000)
Market Value Gain / (Loss)	-	3,633	-	-	-	-
PVOU Revenue	245,000	241,049	260,000	108,000	130,000	(115,000)
IPU Vehicle & Equipment Revenue	45,000	30,135	37,853		47,500	2,500
Miscellaneous Income	7,500	6,292	6,500	(1,000)	7,500	-
Developer Fees	-	19,362	19,362	19,362	-	-
<b>Total Non-Operating Revenues</b>	<b>861,700</b>	<b>748,695</b>	<b>924,615</b>	<b>163,062</b>	<b>701,500</b>	<b>(160,200)</b>
<b>Total Revenues</b>	<b>6,222,117</b>	<b>5,387,167</b>	<b>6,490,397</b>	<b>368,427</b>	<b>6,805,697</b>	<b>583,580</b>
<b>Supply &amp; Treatment</b>						
Purchased & Leased Water	602,280	608,523	608,523	6,243	635,697	33,417
Power	270,000	168,954	207,000	(63,000)	212,000	(58,000)
Assessments	282,000	288,221	288,300	6,300	349,885	67,885





**Table 4**  
**La Puente Valley County Water District**  
**2025 Proposed Budget (Detail)**

	2024 Adopted Budget	OCT 2024 ACTUALS YTD	2024 Projected Year- End	2024 Projected Variance	2025 Proposed Budget	2025-2024 Budget Variance
Treatment	20,000	41,727	53,000	33,000	80,000	60,000
Well & Pump Maintenance	60,000	26,213	30,000	(30,000)	60,000	-
<b>Total Supply &amp; Treatment</b>	<b>1,234,280</b>	<b>1,133,639</b>	<b>1,186,823</b>	<b>(47,457)</b>	<b>1,337,582</b>	<b>103,302</b>
<b>Salaries &amp; Benefits</b>						
Total District Wide Labor	1,890,000	1,482,345	1,742,345	(147,655)	2,060,000	170,000
Directors Fees & Benefits	115,000	79,529	99,300	(15,700)	115,000	-
Benefits	430,000	303,266	363,000	(67,000)	415,000	(15,000)
OPEB Payments	110,000	93,964	110,000	-	110,000	-
OPEB Trust Contributions	60,000	-	60,000	-	60,000	-
Payroll Taxes	145,000	114,889	134,000	(11,000)	150,000	5,000
CalPERS Retirement (Normal Costs)	200,000	150,301	177,489	(22,511)	210,000	10,000
CalPERS Unfunded Accrued Liability	73,000	85,821	85,821	12,821	95,000	
<b>Total Salaries &amp; Benefits</b>	<b>3,023,000</b>	<b>2,310,115</b>	<b>2,771,955</b>	<b>(251,045)</b>	<b>3,215,000</b>	<b>170,000</b>
<b>Labor Analysis (Informational):</b>						
Labor Billing Revenues	(2,005,140)	(1,638,839)	(1,799,100)	46,040	(2,227,600)	(157,460)
District Labor Net Expenditures	1,017,860	671,276	972,855	(205,005)	987,400	12,540
<b>Other Operating Expenses</b>						
General Plant	60,000	32,063	60,000	-	60,000	-
Transmission & Distribution	120,000	84,499	120,000	-	120,000	-
Vehicles & Equipment	80,000	50,974	65,000	(15,000)	65,000	(15,000)
Field Support & Other Expenses	60,000	35,368	50,000	(10,000)	60,000	-
Regulatory Compliance	45,000	24,964	35,000	(10,000)	45,000	-
<b>Total Other Operating Expenses</b>	<b>365,000</b>	<b>227,869</b>	<b>330,000</b>	<b>(35,000)</b>	<b>350,000</b>	<b>(15,000)</b>
<b>General &amp; Administrative</b>						
District Office Expenses	55,000	36,315	45,000	(10,000)	55,000	-
Customer Accounts	32,000	26,394	31,700	(300)	32,000	-
Insurance	82,000	110,445	117,000	35,000	130,000	48,000
Professional Services	115,000	82,658	99,200	(15,800)	115,000	-
Training & Certification	40,000	30,364	35,000	(5,000)	40,000	-
Public Outreach & Conservation	69,000	57,674	69,000	-	30,000	(39,000)
Other Administrative Expenses	80,000	31,288	80,000	-	80,000	-
<b>Total General &amp; Administrative</b>	<b>473,000</b>	<b>375,140</b>	<b>476,900</b>	<b>3,900</b>	<b>482,000</b>	<b>9,000</b>
<b>Total Expense</b>	<b>5,095,280</b>	<b>4,046,762</b>	<b>4,765,678</b>	<b>(329,602)</b>	<b>5,384,582</b>	<b>267,302</b>
<b>Net Income from Operations</b>	<b>1,126,837</b>	<b>1,340,406</b>	<b>1,724,719</b>	<b>698,029</b>	<b>1,421,115</b>	<b>316,278</b>
<b>Capital Expenses</b>						
Nitrate Treatment System	(450,000)	(36,686)	(50,000)	400,000	(20,000)	430,000
Recycled Water System	(80,000)	(50,832)	(60,000)	20,000	(70,000)	10,000
Hudson Avenue Pumping Improvements	(536,000)	-	-	536,000	(536,000)	-
SCADA Improvements	(30,000)	-	-	30,000	(60,000)	(30,000)
Service Line Replacements	(50,000)	(23,628)	(40,000)	10,000	(50,000)	-
Valve Replacements	(25,000)	(1,772)	(25,000)	-	(25,000)	-
Meter Replacement / Reading Equipment	-	-	-	-	-	-
Fire Hydrant Repair/Replacements	(25,000)	(2,392)	(15,000)	10,000	(25,000)	-
LP-CIWS Interconnection (Ind. Hills)	(65,000)	-	-	65,000	(65,000)	-



**Table 4**  
**La Puente Valley County Water District**  
**2025 Proposed Budget (Detail)**

	2024 Adopted Budget	OCT 2024 ACTUALS YTD	2024 Projected Year-End	2024 Projected Variance	2025 Proposed Budget	2025-2024 Budget Variance
Well 2 Rehabilitation	(275,000)	(272,250)	(272,250)	2,750		275,000
Fleet Trucks	(90,000)	(112,091)	(108,000)	(18,000)	(90,000)	-
Other Field Equipment	(75,000)	(22,473)	(30,000)	45,000	(75,000)	-
Ferrero/Rorimer St. Project	(80,000)	(29,533)	(35,000)	45,000		80,000
New Admin Building	(1,000,000)	-	-	1,000,000	(1,000,000)	-
IT Hardware - Server	(27,500)	(27,344)	(27,344)			
Main St. VFD					(80,000)	
Dalesford & Bamboo Project					(80,000)	
IT Hardware - Firewall					(15,000)	
<b>Total Capital Expenses</b>	<b>(2,808,500)</b>	<b>(579,001)</b>	<b>(635,250)</b>	<b>2,145,750</b>	<b>(2,191,000)</b>	<b>765,000</b>



**Table 4**  
**La Puente Valley County Water District**  
**2025 Proposed Budget (Detail)**

	2024 Adopted Budget	OCT 2024 ACTUALS YTD	2024 Projected Year- End	2024 Projected Variance	2025 Proposed Budget	2025-2024 Budget Variance
<b>Net Income After Capital</b>	(1,681,663)	761,405	1,089,469	2,843,779	(769,885)	1,081,278
<b>Funding &amp; Debt Payments</b>						
Capital Reimbursement (OU Projects)	601,000			(601,000)	601,000	-
Grant Revenues	17,000	49,867	49,867	32,867		(17,000)
Loan Proceeds		-	-	-	-	-
Loan Issuance Costs	-	-	-	-	-	-
Loan Payment - Interest	(77,900)	(75,483)	(75,483)	2,417	(77,900)	-
Loan Payment - Principal	(120,600)	(124,107)	(124,107)	(3,507)	(120,600)	-
<b>Cyclic Storage Purchases</b>						
Cyclic Purchase	-	-	-	-	-	-
Prepaid Inventory Purchases	(40,000)	-	-	40,000	(40,000)	-
<b>Change in Cash</b>	<b>(1,302,163)</b>	<b>611,682</b>	<b>939,746</b>	<b>2,314,556</b>	<b>(407,385)</b>	<b>1,064,278</b>
Contributed Capital	-	-	-	-	-	-
Add: Capitalized Assets (District-Funded)	2,190,500	542,315	635,250	(1,555,250)	1,590,000	(600,500)
Add: Debt Principal	120,600	124,107	124,107	3,507	120,600	-
Add: Cyclic Storage	-	-	-	-	-	-
Add: Prepaid Inventory	40,000	-	-	-	40,000	-
Less: Loan Proceeds	-	-	-	-	-	-
Less: Depreciation Expense	(450,000)	(375,000)	(425,000)	25,000	(450,000)	-
Pension Income / (Expense)	-	-	-	-	-	-
OPEB Income / (Expense)	-	-	-	-	-	-
<b>Net Income / (Loss)</b>	<b>\$ 598,937</b>	<b>\$ 903,104</b>	<b>\$ 1,274,103</b>	<b>\$ 787,813</b>	<b>\$ 893,215</b>	<b>\$ 463,778</b>



## Table 5

### BPOU Treatment Plant

#### 2025 Proposed Budget (Detail)

	2024 Projected Year-End	2024 Adopted Budget	2024 Projected Variance	2025 Proposed Budget	2025-2024 Budget Variance
<b>Operational Non-Rate Revenues</b>					
Reimbursements from CR's	\$ 1,586,000	\$ 1,760,540	\$ (174,540)	\$ 1,852,800	\$ 92,260
<b>Total Operational Non-Rate Revenues</b>	<b>1,586,000</b>	<b>1,760,540</b>	<b>(174,540)</b>	<b>1,852,800</b>	<b>92,260</b>
<b>Salaries &amp; Benefits</b>					
BPOU TP Labor *(1)	348,000	339,040	8,960	353,600	14,560
<b>Total Salaries &amp; Benefits</b>	<b>348,000</b>	<b>339,040</b>	<b>8,960</b>	<b>353,600</b>	<b>14,560</b>
<b>Supply &amp; Treatment</b>					
NDMA, 1,4-Dioxane Treatment	230,000	241,600	(11,600)	240,700	(900)
VOC Treatment	10,000	31,500	(21,500)	32,900	1,400
Perchlorate Treatment	328,000	477,000	(149,000)	481,800	4,800
Other Chemicals	35,000	81,900	(46,900)	104,300	22,400
Treatment Plant Power	420,000	369,200	50,800	380,200	11,000
Treatment Plant Maintenance	59,000	48,000	11,000	48,000	-
Well & Pump Maintenance	1,000	-	1,000	-	-
<b>Total Supply &amp; Treatment</b>	<b>1,083,000</b>	<b>1,249,200</b>	<b>(166,200)</b>	<b>1,287,900</b>	<b>38,700</b>
<b>Other Operating Expenses</b>					
Contract Labor	-	20,000	(20,000)	20,000	-
General Plant	3,000	15,000	(12,000)	25,000	10,000
Vehicles & Equipment	10,000	14,300	(4,300)	14,300	-
Field Support & Other Expenses	-	-	-	-	-
Regulatory Compliance	115,000	101,000	14,000	130,000	29,000
<b>Total Other Operating Expenses</b>	<b>128,000</b>	<b>150,300</b>	<b>(22,300)</b>	<b>189,300</b>	<b>39,000</b>
<b>General &amp; Administrative</b>					
Add: Capital Assets (District-Funded)	-	2,500	(2,500)	2,500	-
Insurance	18,000	12,000	6,000	12,000	-
Professional Services	9,000	7,500	1,500	7,500	-
<b>Total General &amp; Administrative</b>	<b>27,000</b>	<b>22,000</b>	<b>5,000</b>	<b>22,000</b>	<b>-</b>
<b>Total Expense</b>	<b>1,586,000</b>	<b>1,760,540</b>	<b>(174,540)</b>	<b>1,852,800</b>	<b>92,260</b>
<b>Operational Net Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Expenses</b>					
N/A	-	-	-	-	-
<b>Less: Total Capital Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Less: Depreciation Expense	(105,000)	(105,000)	-	(105,000)	-
<b>Net Income (Loss)</b>	<b>\$ (105,000)</b>	<b>\$ (105,000)</b>	<b>\$ -</b>	<b>\$ (105,000)</b>	<b>\$ -</b>

\*(1) The labor expense depicted here is the amount of labor billed to the BPOU in which the District receives reimbursement which is shown on Table 1.5 in operational non-rate revenue (BPOU Service Fees).

**La Puente Valley County Water District  
Adopted Salary Schedule - To Be Effective January 1, 2025**

Range	Position	Time	Salary Range		
			Begin	Mid	End
GM	General Manager	Annual	\$ 173,400	\$ 203,839.05	\$ 234,278.10
		Month	\$ 14,450	\$ 16,987	\$ 19,523
		Hour	\$ 83.37	\$ 98.00	\$ 112.63
OMS	Operation and Maintenance Superintendent	Annual	\$ 131,479	\$ 153,795.24	\$ 176,111.40
		Month	\$ 10,957	\$ 12,816	\$ 14,676
		Hour	\$ 63.21	\$ 73.94	\$ 84.67
WTSS	Water Treatment & Supply Superintendent	Annual	\$ 131,479	\$ 153,795.24	\$ 176,111.40
		Month	\$ 10,957	\$ 12,816	\$ 14,676
		Hour	\$ 63.21	\$ 73.94	\$ 84.67
WTS	Water Treatment & Supply Supervisor	Annual	\$ 104,273	\$ 122,861.42	\$ 141,450.27
		Month	\$ 8,689	\$ 10,238	\$ 11,788
		Hour	\$ 50.13	\$ 59.07	\$ 68.00
WDS	Water Distribution Supervisor	Annual	\$ 100,031	\$ 118,188.03	\$ 136,345.50
		Month	\$ 8,336	\$ 9,849	\$ 11,362
		Hour	\$ 48.09	\$ 56.82	\$ 65.55
LWT	Lead Water System Operator (Treatment)	Annual	\$ 88,536	\$ 104,299.05	\$ 120,062.10
		Month	\$ 7,378	\$ 8,692	\$ 10,005
		Hour	\$ 42.57	\$ 50.14	\$ 57.72
LWD	Lead Water System Operator (Distribution)	Annual	\$ 88,536	\$ 104,299.05	\$ 120,062.10
		Month	\$ 7,378	\$ 8,692	\$ 10,005
		Hour	\$ 42.57	\$ 50.14	\$ 57.72
WSOII	Water System Operator II	Annual	\$ 76,413	\$ 89,731.08	\$ 103,049.40
		Month	\$ 6,368	\$ 7,478	\$ 8,587
		Hour	\$ 36.74	\$ 43.14	\$ 49.54
WSOI	Water System Operator I	Annual	\$ 66,667	\$ 77,466.06	\$ 88,264.80
		Month	\$ 5,556	\$ 6,456	\$ 7,355
		Hour	\$ 32.05	\$ 37.24	\$ 42.44
WMW	Water System Maintenance Worker	Annual	\$ 56,253	\$ 66,102.51	\$ 75,952.50
		Month	\$ 4,688	\$ 5,509	\$ 6,329
		Hour	\$ 27.04	\$ 31.78	\$ 36.52
CSAS	Customer Service & Accounting Supervisor	Annual	\$ 97,448	\$ 115,488.36	\$ 133,528.80
		Month	\$ 8,121	\$ 9,624	\$ 11,127
		Hour	\$ 46.85	\$ 55.52	\$ 64.20
HRCAA	Human Resources Coordinator / Administrative Assistant	Annual	\$ 86,256	\$ 102,561.36	\$ 118,867.20
		Month	\$ 7,188	\$ 8,547	\$ 9,906
		Hour	\$ 41.47	\$ 49.31	\$ 57.15
LCSA	Lead Customer Support & Accounting Clerk	Annual	\$ 69,709	\$ 81,201.06	\$ 92,692.80
		Month	\$ 5,809	\$ 6,767	\$ 7,724
		Hour	\$ 33.51	\$ 39.04	\$ 44.56
CSAII	Customer Support & Accounting Clerk II	Annual	\$ 61,857	\$ 73,197.51	\$ 84,537.90
		Month	\$ 5,155	\$ 6,100	\$ 7,045
		Hour	\$ 29.74	\$ 35.19	\$ 40.64
CSAI	Customer Support & Accounting Clerk I	Annual	\$ 55,356	\$ 65,604.93	\$ 75,854.10
		Month	\$ 4,613	\$ 5,467	\$ 6,321
		Hour	\$ 26.61	\$ 31.54	\$ 36.47

# Memo



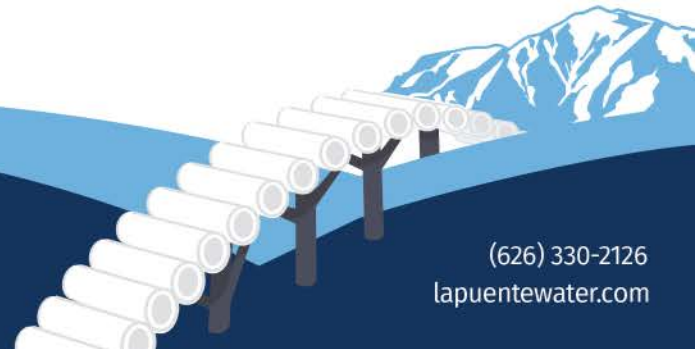
**Date:** December 9, 2024  
**To:** Honorable Board of Directors  
**From:** Paul Zampiello, Operations & Maintenance Superintendent  
**Subject:** Monthly Operations & Maintenance Superintendent's Report

The following report summarizes LPVCWD, IPU Waterworks, BPOU, and PVOU operational and compliance activities of November and since the last report to the Board. The report also includes the status of various projects for each system.

## DISTRIBUTION, SUPPLY AND PRODUCTION

- Monthly Water Production Summary – Total production from the LPVCWD Wellfield for the month of November was 310.81 AF, of which 193.55 AF was delivered to Suburban Water Systems. IPU Waterworks Well No. 5 produced a total of 180.19 AF in the month of November.
- Well Water Levels and Pumping Rates – The latest static water level, pumping water level, and pumping rate for LPVCWD and IPU Waterworks are as shown in the table below.

Well	Static Water Level (Ft)			Pumping Water Level (Ft)			Drawdown (Ft)	Current GPM Pumping Rate	Specific Capacity (GPM/Ft)
	2023	2024	Difference Current - 2023 (%)	2023	2024	Difference Current - 2022 (%)			
LPVCWD 2	130	102	21.5%	146	144	1.4%	42	1,405	33.5
LPVCWD 3	125	102	18.4%	135	110	18.5%	8	1,005	125.6
LPVCWD 5	104	90	13.5%	125	113	9.6%	23	1,380	60.0
COI 5	84	67	20.2%	166	165	0.6%	98	1,478	15.1



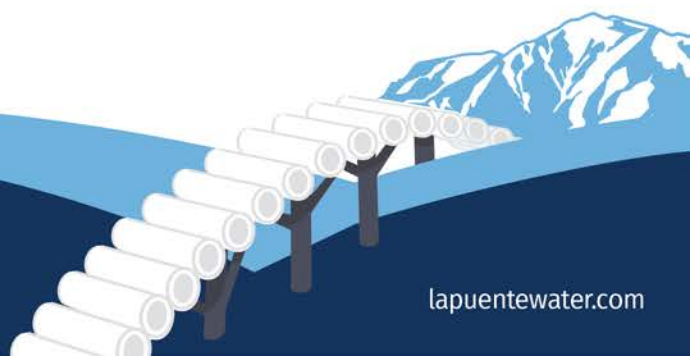
Monthly Water Conservation – A summary of LPVCWD and IPU Waterworks usage for the past 6 months as compared to the previous year is shown below.

### LPVCWD Monthly Water Consumption

Month	2023	2024	Difference Current-Previous Year (%)	Accumulative Difference (%)
June	123.84	126.02	1.8%	1.8%
July	157.80	147.57	-6.5%	-2.4%
August	142.58	152.27	6.8%	0.7%
September	130.15	139.33	7.1%	2.3%
October	123.03	125.60	2.1%	2.2%
November	111.56	115.79	3.8%	2.5%

### IPU Waterworks Monthly Water Consumption

Month	2023	2024	Difference Current-Previous Year (%)	Accumulative Difference (%)
June	73.02	109.71	50.2%	50.2%
July	151.93	124.88	-17.8%	16.2%
August	115.51	125.19	8.4%	13.6%
September	104.64	116.70	11.5%	13.1%
October	106.65	111.23	4.3%	11.3%
November	93.44	100.95	8.0%	10.8%





## CAPITAL / OTHER PROJECTS

1. IPUWS Lomitas Backup Generator Replacement – As part of the Lomitas backup generator replacement project, the contractor has made steady progress on installing the new generator for the pump station. They have completed the initial setup and provided field staff with training on operating the generator. The contractor is still working to finish the onsite improvements, including asphalt repairs and installing a new shade covering for the electrical panel. Some additional work on the generator remains, and the contractor will continue to address these tasks over the coming months.
2. LPVCWD 250 Second Street Valve Replacement – As part of the Valve Maintenance Program, field staff have conducted an assessment to identify malfunctioning or non-operational water system valves. One valve that was identified as requiring replacement is situated at the intersection of Rowland Street and 2nd Street. District staff coordinated the system shutdown and successfully performed the valve replacement. The completion of this project will contribute to minimizing the number of customers affected by any future water service interruptions.
3. LPVCWD & IPUWS Distribution Leak Repairs & Maintenance – Field staff performed various replacements and maintenance activities to the water distribution systems in November. They have repaired and replaced: 2 water service lines 2 curb stop valve replacement, 1 fire hydrant replacement, 13 meter replacements, and 16 meter box replacement.

## DEVELOPMENT PROJECTS

1. LPVCWD New 34-Unit Mix-Used Apartment Building at 15861 Main Street – Staff has been coordinating with the developer for this project and is scheduled to meet with them onsite to discuss the location of the requested new water services, which include a new 3-inch water meter and fire service. The District has provided a cost estimate for the requested service upgrades, and the developer has advised that the water improvements will need to be performed in early 2025. Staff will continue to work closely with the project manager to coordinate the water service installations.
2. LPVCWD New 3-unit Housing Project at 250 N. 2nd Street – Staff received a request from the property owner at 250 2nd St. on the corner of 2nd Street and Rowland Street to install new water service and meters for a 3-unit residential housing project. Staff completed the installation of the required new water services and will work with the customer to set up the water accounts.
3. IPUWS New 4-unit Housing Project at 701 4th Avenue – Staff have received a request from the property owner at 701 4th Ave. to install new water services and meters to support a 4-unit residential housing project. Staff are currently working with the developer to receive the required project design plans for the review of the necessary water improvements to support the project.
4. IPUWS New One Single Family House Project at 610 4<sup>th</sup> Ave - Staff recently received a request from the property owner at 610 4th Ave to install a water service and meter to support a new single-family residential housing project and ADU. Currently working with the developer to review submitted plans and provide them with a will-serve letter and cost estimate for the construction of the new water service.



# Memo



**To:** Honorable Board of Directors  
**Date:** December 9, 2024  
**From:** Cesar A. Ortiz, Water Treatment & Supply Superintendent  
**Subject:** Monthly Water Treatment & Supply Superintendent Report

The following report summarizes LPVCWD, IPU Waterworks System, BPOU and PVOU-IZ & SZ treatment operations, production and supply, which includes the status of various projects for each system.

**WATER QUALITY / COMPLIANCE**

- **Distribution System Monitoring** – District Staff collected all required water quality samples from both LPVCWD & CIWS distribution systems for the month; approximately **52** samples were collected. All results met State and Federal drinking water quality regulations.
- **Treatment Monitoring & Compliance** – All water quality compliance samples were collected from all the treatment processes and plant effluent, as required. Approximately **190** samples were collected for BPOU, **29** samples for PVOU-IZ, and **78** samples for PVOU-SZ.
- **Source Monitoring** – All water quality samples were collected from all the Wells, as required. Approximately **24** samples were collected. The table below summarizes LPVCWD Wells’ current water quality for contaminants of concern.

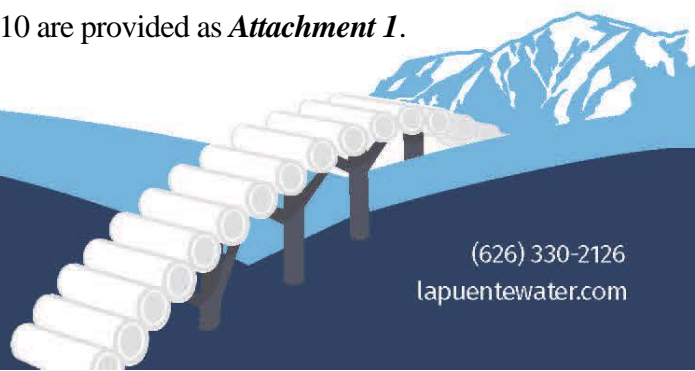
LPVCWD - BPOU Wells	Well 2	Well 3	Well 5	To SWS
Acre Feet Produced	132.25 AF	0.77 AF	177.79 AF	193.55 AF

CIWS Wells	CIWS Well 5 to SGVWC	SGVWC to CIWS at Lomitas
Acre Feet Produced	180.19 AF	98.92 AF

Well Sampled	CTC	TCE	PCE	Perchlorate	1,4-Dioxane	NDMA	Nitrate
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	MCL=6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
<b>LPVCWD 2</b>	1.1	19	1.1	13	0.39	16	6.3
<b>LPVCWD 3</b>	NS	NS	NS	NS	NS	NS	8.4
<b>LPVCWD 5</b>	ND	3.1	ND	9.9	0.11	2.2	8.6

ND – None Detected  
 NS – Not Sampled  
 NR – No Results available as of report date

- The Bi-Monthly Nitrate Concentrations for SP-6 and SP-10 are provided as **Attachment 1**.



1) **BPOU Treatment Plant**

- **Plant Operations** –
  - The treatment plant is in normal operation flowing through the Nitrate system and adjustments and modifications are being made as needed.
  - The treatment plant is in normal operation with Well No. 2 and Well No. 5 online.
- **Maintenance Items** –
  - Staff have performed various weekly chemical calibrations, monthly analyzer cleanings and calibrations, SPIX pre-filter change-outs, daily treatment plant rounds and monthly reporting.

2) **PVOU-IZ Treatment Plant**

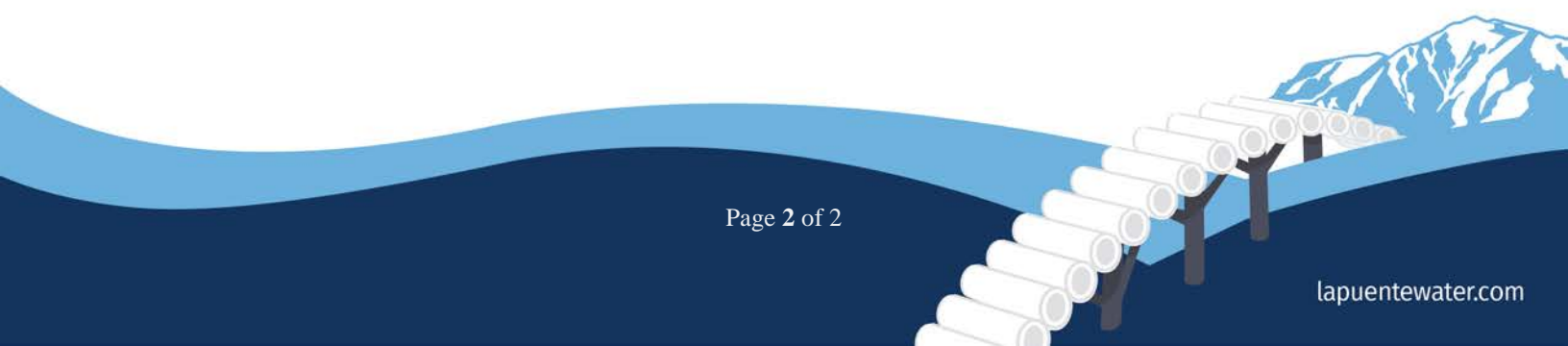
- **Plant Operations** –
  - The IZ plant runs for 20 days at a time, and it is then shut down for 24 hours and then restarted, per the NPDES requirements, until approval is received from SWRCB.
- **Maintenance Items** –
  - The Northrup Grumman (NG) approved, new proposal and scope of work for the electrical conduit rework on the Wigen RO system skids is underway, with one skid being completed last week.

3) **PVOU-SZ Treatment Plant**

- **Plant Operations** –
  - Staff completed all the testing scenarios and under the direction of Northrup Grumman have continued to keep the SZ plant running continuously.
- **Maintenance Items** –
  - Staff conduct general plant maintenance, preventative maintenance and corrective maintenance, as needed.

4) **CIWS Distribution Sites** –

- The Lomitas generator replacement project is close to completion, with the new generator already installed under the oversight by City of Industry's engineering firm – CNC, the new generator gas line needs to be corrected and will be handled and scheduled by them.



## Nitrate Concentrations

### SP-6 (Treatment Plant Effluent) and SP-15 (Combined Nitrate System Effluent)

EPA Method 353.2

MCL = 10 mg/L

Nitrate Concentrations October 2024 - November 2024				
Date	SP-6	SP-15	Well(s)	Comments
10/3/2024	7.6	7.5	2 & 5	Weck Lab (353.2)
10/7/2024	7.4	7.3	2 & 5	Weck Lab (353.2)
10/10/2024	6.9	6.8	2 & 5	Weck Lab (353.2)
10/14/2024	7.1	7.0	2 & 5	Weck Lab (353.2)
10/17/2024	6.8	6.8	2 & 5	Weck Lab (353.2)
10/21/2024	7.2	7.2	2 & 5	Weck Lab (353.2)
10/28/2024	6.9	6.9	2 & 5	Weck Lab (353.2)
10/31/2024	6.8	6.7	2 & 5	Weck Lab (353.2)
11/4/2024	7.0	7.0	2 & 5	Weck Lab (353.2)
11/7/2024	7.1	7.1	2 & 5	Weck Lab (353.2)
11/12/2024	N/A	6.8	2 & 5	Weck Lab (353.2)
11/15/2024	6.7	6.6	2 & 5	Weck Lab (353.2)
11/18/2024	N/A	6.5	2 & 5	Weck Lab (353.2)
11/25/2024	N/A	7.2	2 & 5	Weck Lab (353.2)

AVERAGE	7.0	7.0
MINIMUM	6.7	6.5
MAXIMUM	7.6	7.5

Notes:

All units reported in milligrams per Liter (mg/L)

MCL = Maximum Contaminant Level

N/A = Not Available (Lab Results)

\*RNA - Result Not Available



**112 N. First St.  
La Puente, Ca 91744**

**Attachment 1**

# Administrative Report

## December 9, 2024



### Board Communication

Dental Carrier Change  
 Christmas Luncheon – 12/13/24  
 Date of Last Trainings:

Training	Argudo	Barajas	Escalera	Hernandez	Rojas
Ethics	5/16/23	11/14/23	12/1/22	12/1/22	12/1/22
Harassment	10/20/22	11/15/23	12/1/22	11/29/22	11/29/22



### Public Communication & Outreach

None



### Website

Continuous Updates



### Social Media



Topic	Comments
Number of Instagram Posts	6
Number of Instagram Stories	6
Number of Instagram Followers	488
Post Related to Main Shutdowns	0
Number of LinkedIn Posts	6
Number of LinkedIn Followers	10
CET Program	1
CET Scholarship	0

# General Manager's Report



**Date:** December 9, 2024  
**To:** Honorable Board of Directors  
**From:** Roy Frausto, General Manager  
**RE:** General Manager's Report

---

## GENERAL MANAGER REPORT TOPICS

- PVOU Permit Amendment
  - Staff applied for a permit amendment application to DDW to amend its current permit to include the PVOU-IZ treatment facility.
- PVOU Public Hearing
  - Staff drafted a final notice of public hearing to advise and educate the community on the new PVOU-IZ source.
- District Office – Staff is working with CNC engineering and City staff to appraise the potential piece of property. Appraisal timeline is about 4 months.
- Outside Accounting Services
- Grant Application – The AMI Project grant application was submitted on November 13, 2024.
- Upper District RTS Charge – Producers and Watermaster are working through the best path forward to fund the rising RTS charge.
- Watermaster RDA - Producers and Watermaster are discussing the potential of the RDA increasing from \$175 to a higher dollar amount.

## STAFFING

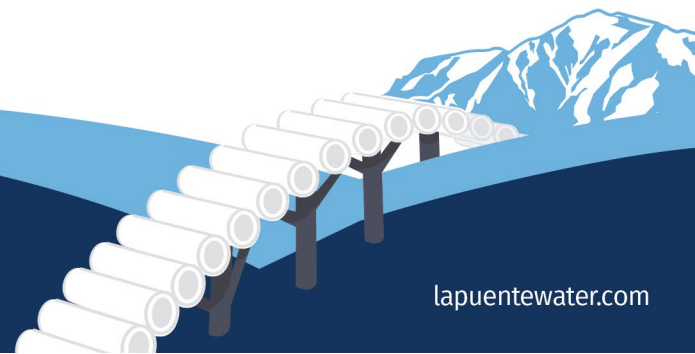
John Escalera – 23 Years of Service

## GENERAL MANAGER ACTIVITIES

Meetings/Activity	Date
Project Meeting	November 1
Management Weekly Meeting	November 4, 12, 18, 25
Review IZ/SZ-S 2025 Financial Forecast	November 4
Address Remaining IZ/SZ-S Punch List Items	November 4
SCWUA Board Meeting	November 5
BiWeekly Public Outreach Meeting	November 5
JPIA Insurance Policy Review	November 5
LPVCWD 2025 IT Budget Meeting Review	November 7
Meeting w/ Bryan Pham	November 7
City of Industry Luncheon	November 12
NG/LPVCWD Bi-Weekly Meeting	November 12
Operational Incidents	November 12, 26
PWG Cross Connection	November 13
Producer Meeting	November 13
Watermaster Basin Management Meeting	November 13
IPUC Meeting	November 14
Meeting w/ Brandon Gee	November 14
Call w/ Jim	November 14
Budget Meeting	November 15
IT Management Meeting	November 20
LP/Northrup/Geosyntec Monthly Call	November 20
SCWUA Luncheon	November 21
PWAG – Executive Committee Meeting	November 21
IPU Water Ops Meeting	November 25
Meeting with Ian, & Shaunte	November 26

### Enclosure

- *November 2024: Water Resources Analytics*



# NOV 2024 – WATER RESOURCE ANALYTICS

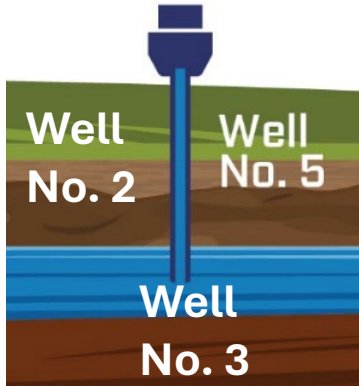
Key Operational Data for Managing Our Water Resources



Meeting Date: December 5, 2024

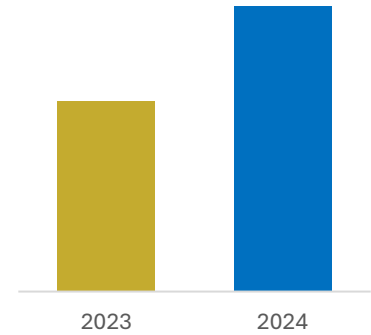
**Nov 2024 Water Production**  
311 Acre Feet

**Nov 2024 Recycled Water Production**  
0.83 Acre Feet



**Water Conservation**

Nov 2024:  
118 Acre Feet  
Nov 2023:  
112 Acre Feet



**Monthly Water Consumption**

**LPVCWD System:**

118 Acre Feet

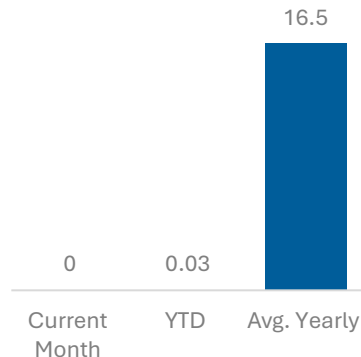
**SWS System:**

194 Acre Feet



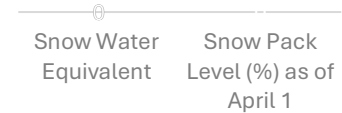
**Rainfall**

0.03 Inches Year to Date  
(Rain Year July to July)



**Snowpack Statewide**

Snow Depth:  
0 Inches  
Snow Water Equivalent:  
0 Inches

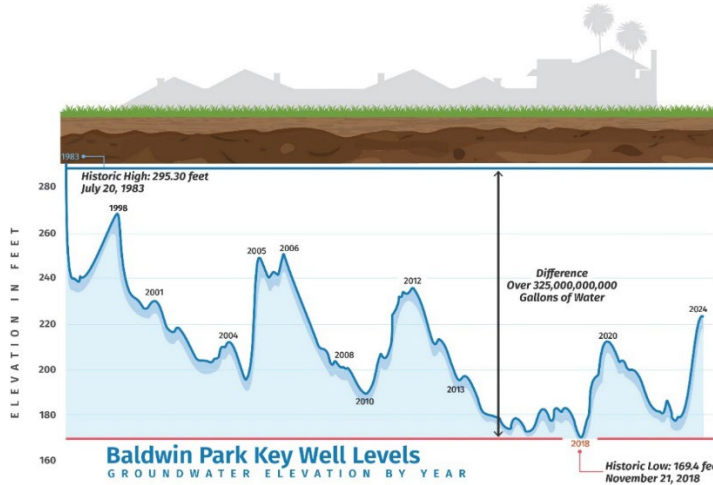


**Groundwater Level at the Key Well**

**Current Level**  
244.9 Feet

Historic High  
295.3 ft. - July 1983

Historic Low  
169.4 ft. - Nov 2018



**CA Drought Monitor**

