



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## BOARD OF DIRECTORS SPECIAL MEETING

July 31, 2019

A special meeting of the Bay Area Air Quality Management District Board of Directors will be held at 10:00 a.m. in the 1<sup>st</sup> Floor Board Room at the Air District Headquarters, 375 Beale Street, San Francisco, California 94105.

### Questions About an Agenda Item

The name, telephone number and e-mail of the appropriate staff Person to contact for additional information or to resolve concerns is listed for each agenda item.

### Meeting Procedures

The public meeting of the Air District Board of Directors begins at 10:00 a.m. The Board of Directors generally will consider items in the order listed on the agenda. However, any item may be considered in any order.

After action on any agenda item not requiring a public hearing, the Board may reconsider or amend the item at any time during the meeting.

This meeting will be webcast. To see the webcast, please visit [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas) at the time of the meeting. Closed captioning may contain errors and omissions, and are not certified for their content or form.

## Public Comment Procedures

Persons wishing to make public comment must fill out a Public Comment Card indicating their name and the number of the agenda item on which they wish to speak, or that they intend to address the Board on matters not on the Agenda for the meeting.

**Public Comment on Non-Agenda Matters, Pursuant to Government Code Section 54954.3** Speakers wishing to address the Board on non-agenda matters will be heard at the end of the agenda, and each will be allowed up to three minutes to address the Board at that time.

Members of the Board may engage only in very brief dialogue regarding non-agenda matters, and may refer issues raised to District staff for handling. In addition, the Chairperson may refer issues raised to appropriate Board Committees to be placed on a future agenda for discussion.

**Public Comment on Agenda Items** The public may comment on each item on the agenda as the item is taken up. Public Comment Cards for items on the agenda must be submitted in person to the Clerk of the Boards at the location of the meeting and prior to the Board taking up the particular item. Where an item was moved from the Consent Calendar to an Action item, no speaker who has already spoken on that item will be entitled to speak to that item again.

Speakers may speak for up to three minutes on each item on the Agenda. However, the Chairperson or other Board Member presiding at the meeting may limit the public comment for all speakers to fewer than three minutes per speaker, or make other rules to ensure that all speakers have an equal opportunity to be heard. The Chairperson or other Board Member presiding at the meeting may, with the consent of persons representing both sides of an issue, allocate a block of time (not to exceed six minutes) to each side to present their issue.

# BOARD OF DIRECTORS SPECIAL MEETING AGENDA

WEDNESDAY  
JULY 31, 2019  
10:00 A.M.

BOARD ROOM  
1<sup>ST</sup> FLOOR

## CALL TO ORDER

Chairperson, Katie Rice

1. **Opening Comments**  
**Roll Call**  
**Pledge of Allegiance**

*The Chair shall call the meeting to order and make opening comments. The Clerk of the Boards shall take roll of the Board members. The Chair shall lead the Pledge of Allegiance.*

## PUBLIC COMMENT ON NON-AGENDA MATTERS

2. **Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**  
*For the first round of public comment on non-agenda matters at the beginning of the agenda, ten persons selected by a drawing by the Clerk of the Boards from among the Public Comment Cards indicating they wish to speak on matters not on the agenda for the meeting will have two minutes each to address the Board on matters not on the agenda. For this first round of public comments on non-agenda matters, all Public Comment Cards must be submitted in person to the Clerk of the Board at the location of the meeting and prior to commencement of the meeting.*

## PRESENTATION

3. Presentation from the Government Alliance on Race and Equity (GARE) Co-Director  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*Dwayne Marsh, Vice President of the Local and Regional Government Alliance on Race and Equity will present an overview on racial equity, and discuss his agencies work with local and regional agencies in the Bay Area.*

## COMMENDATION/PROCLAMATION/AWARD

4. *The Board of Directors will recognize Air District employees who participated in the 2018 Government Alliance on Race and Equity Program (GARE).*

## **CLOSED SESSION**

### **5. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6(a))**

*Agency Negotiators:* Jack P. Broadbent, Executive Officer/APCO  
Rex Sanders, Chief Administrative Officer

*Employee Organizations:* Bay Area Air Quality Employees' Association, Inc.

### **6. CONFERENCE WITH LEGAL COUNSEL**

#### **EXISTING LITIGATION (Government Code Section § 54956.9(a))**

*Pursuant to Government Code Section 54956.9(a), a need exists to meet in closed session with legal counsel to consider the following case:*

Michael Bachmann and Sarah Steele v. Bay Area AQMD, Contra Costa County Superior Court, Case No. C17-01565

## **OPEN SESSION**

### **CONSENT CALENDAR (ITEMS 7-15)**

**Staff/Phone (415) 749-**

#### **7. Minutes of the Board of Directors Regular Meeting of June 5, 2019**

**Clerk of the Boards/5073**

*The Board of Directors will consider approving the draft minutes of the Board of Directors Regular Meeting of June 5, 2019.*

#### **8. Board Communications Received from June 5, 2019 through July 30, 2019**

**J. Broadbent/5052**  
**[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)**

*A copy of communications directed to the Board of Directors received by the Air District from June 5, 2019 through July 30, 2019, if any, will be at each Board Member's place.*

#### **9. Air District Personnel on Out-of-State Business Travel**

**J. Broadbent/5052**  
**[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)**

*In accordance with Section 5.4 (b) of the Air District's Administrative Code, Fiscal Policies and Procedures Section, the Board is hereby notified that the attached memorandum lists Air District personnel who have traveled on out-of-state business in the preceding month.*

#### **10. Notices of Violations Issued and Settlements in Excess of \$10,000 in the months of May and June 2019**

**J. Broadbent/5052**  
**[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)**

*In accordance with Resolution No. 2012-08, the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the months of May and June 2019.*

11. Authorization to Execute Contract Amendment for Spare the Air Program Website Enhancements  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Cylogy, Inc. in an amount not to exceed \$250,000 for the redesigned Spare the Air website to integrate related microsites, upgrade alert notifications and add event calendar with map.*

12. Consider Approving the Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association (EA)  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider approving the proposed Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association.*

13. Authorization of a Purchase Order in Excess of \$100,000 for Public Notice Expenses  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract amendments with Direct Mail Center in the excess amount of \$100,000 for the service of mailing public notices as required by Air District regulations.*

14. Authorization to Execute Contract Amendments for Production System Office  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract amendments with existing vendors assisting with software development and website management support.*

15. Authorization to Amend Contract with MIG Inc. for community engagement and facilitation services for the Assembly Bill (AB) 617 Richmond-San Pablo Area Community Air Monitoring Plan Development  
**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract amendments with MIG Inc. for community engagement and facilitation services for the AB 617 Richmond-San Pablo Community Air Monitoring Plan Development*

## **COMMITTEE REPORTS**

16. Report of the Climate Protection Committee Meeting of June 10, 2019 **J. Broadbent/5052**  
**CHAIR: T. Barrett** [jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Committee received the following reports:*

**A) Update on Community Choice Energy Study**

1) *None; receive and file.*

**B) Diesel Free by '33 Implementation Plan**

1) *None; receive and file.*

For the full Committee agenda packet and materials, click on the link below:  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

17. Report of the Community and Public Health Committee Meeting of June 20, 2019 **J. Broadbent/5052**  
**CHAIR: S. Zane** [jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Committee received the following reports:*

**A) Update on the Richmond Air Monitoring Plan**

1) *None; receive and file.*

**B) Update on the Proposed Youth Engagement Strategy**

1) *None; receive and file.*

For the full Committee agenda packet and materials, click on the link below:  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

18. Report of the Stationary Source Committee Meeting of July 8, 2019 **J. Broadbent/5052**  
**CHAIR: R. Sinks** [jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Committee received the following reports:*

**A) Update on Regional and Local Assessments of Particulate Matter**

1) *None; receive and file.*

**B) Update on the Implementation of Regulation 11, Rule 18 (Rule 11-18): Reduction of Risk from Air Toxic Emissions at Existing Facilities**

1) *None; receive and file.*

**C) Update on Rule Development for Amendments to Regulation 12, Rule 15 (Rule 12-15): Petroleum Refinery Emissions Tracking Rule**

1) *None; receive and file.*

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

19. Report of the Mobile Source Committee Meeting of July 25, 2019

CHAIR: D. Canepa

J. Broadbent/5052  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Committee received the following reports:*

**A) Projects and Contracts with Proposed Grant Awards Over \$100,000**

1) *Approve recommended projects with proposed grant awards over \$100,000 as shown in Attachment 1; and*

2) *Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.*

**B) Update on the State Truck and Bus Regulation**

1) *None; receive and file.*

**C) Approval of Contract for Clean Cars for All Program Case Managers**

1) *Authorize the Executive Officer to amend the Air District's contract with GRID Alternatives to include an additional \$300,000 in funds to perform case management services for the Clean Cars for All Program as it expands to all residents of the Bay Area.*

**D) Update on the 32<sup>nd</sup> International Electric Vehicle Symposium**

1) *None; receive and file.*

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

20. Report of the Advisory Council Meeting of July 29, 2019

CHAIR: S. Hayes

J. Broadbent/5052  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Council will receive the following reports:*

**A) Discussion on Election of Officers**

1) *None; receive and file.*

**B) Presentation on Assembly Bill (AB) 617**

1) *None; receive and file.*

**C) Update on Wildfire Response Efforts**

*1) None; receive and file.*

**D) Discussion Regarding Particulate Matter (PM) Symposium**

*1) None; receive and file.*

For the full Committee agenda packet and materials, click on the link below:

[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)

**PUBLIC COMMENT ON NON-AGENDA MATTERS**

**21. Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

*Speakers who did not have the opportunity to address the Board in the first round of comments on non-agenda matters will be allowed two minutes each to address the Board on non-agenda matters.*

**BOARD MEMBERS' COMMENTS**

*22. Any member of the Board, or its staff, on his or her own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on his or her own activities, provide a reference to staff regarding factual information, request staff to report back at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov't Code § 54954.2)*

**OTHER BUSINESS**

23. Report of the Executive Officer/APCO

24. Chairperson's Report

25. Time and Place of Next Meeting:

*Wednesday, September 18, 2019, at 375 Beale Street, San Francisco, CA 94105 at 9:30 a.m.*

26. Adjournment

*The Board meeting shall be adjourned by the Board Chair.*



## **CONTACT:**

**MANAGER, EXECUTIVE OPERATIONS**  
**375 BEALE STREET, SAN FRANCISCO, CA 94105**  
[vjohnson@baaqmd.gov](mailto:vjohnson@baaqmd.gov)

**(415) 749-4941**  
**FAX: (415) 928-8560**  
**BAAQMD homepage:**  
[www.baaqmd.gov](http://www.baaqmd.gov)

- To submit written comments on an agenda item in advance of the meeting. Please note that all correspondence must be addressed to the “Members of the Board of Directors” and received at least 24 hours prior, excluding weekends and holidays, in order to be presented at that Board meeting. Any correspondence received after that time will be presented to the Board at the following meeting.
- To request, in advance of the meeting, to be placed on the list to testify on an agenda item.
- Any writing relating to an open session item on this Agenda that is distributed to all, or a majority of all, members of the body to which this Agenda relates shall be made available at the District’s offices at 375 Beale Street, Suite 600, San Francisco, CA 94105, at the time such writing is made available to all, or a majority of all, members of that body.

### **Accessibility and Non-Discrimination Policy**

The Bay Area Air Quality Management District (Air District) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

It is the Air District’s policy to provide fair and equal access to the benefits of a program or activity administered by Air District. The Air District will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by the Air District. Members of the public who believe they or others were unlawfully denied full and equal access to an Air District program or activity may file a discrimination complaint under this policy. This non-discrimination policy also applies to other people or entities affiliated with Air District, including contractors or grantees that the Air District utilizes to provide benefits and services to members of the public.

Auxiliary aids and services including, for example, qualified interpreters and/or listening devices, to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs and services will be provided by the Air District in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly.

If you believe discrimination has occurred with respect to an Air District program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the Air District’s Non-Discrimination Coordinator, Rex Sanders, at (415) 749-4951 or by email at [rsanders@baaqmd.gov](mailto:rsanders@baaqmd.gov).

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

### MONTHLY CALENDAR OF AIR DISTRICT ANTICIPATED MEETINGS

#### JULY 2019

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Advisory Council Meeting	Monday	29	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Special Meeting as the Sole Member of the Bay Area Clean Air Foundation	Wednesday	31	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Special Meeting	Wednesday	31	10:00 a.m.	1 <sup>st</sup> Floor Board Room

#### SEPTEMBER 2019

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Regular Meeting - CANCELLED	Wednesday	4	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Executive Committee	Thursday	5	9:30 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room #109
Advisory Council Meeting - CANCELLED AND RESCHEDULED TO DECEMBER 9, 2019	Monday	9	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community & Public Health Committee	Thursday	12	9:30 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room #109
Board of Directors Stationary Source Committee	Monday	16	9:30 a.m.	Location To Be Determined
Board of Directors Executive Committee - CANCELLED	Wednesday	18	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Regular Meeting	Wednesday	18	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Climate Protection Committee	Thursday	19	9:30 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Budget & Finance Committee	Wednesday	25	9:30 a.m.	1 <sup>st</sup> Floor, Yerba Buena Room #109
Board of Directors Mobile Source Committee	Thursday	26	9:30 a.m.	1 <sup>st</sup> Floor Board Room

## **OCTOBER 2019**

<b><u>TYPE OF MEETING</u></b>	<b><u>DAY</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>	<b><u>ROOM</u></b>
<b>Board of Directors Special Meeting</b>	<b>Wednesday</b>	<b>2</b>	<b>9:30 a.m.</b>	<b>Location To Be Determined</b>
<b>Board of Directors Technology Implementation Office (TIO) Steering Committee</b>	<b>Friday</b>	<b>4</b>	<b>9:30 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Board of Directors Executive Committee</b>	<b>Wednesday</b>	<b>16</b>	<b>9:30 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Board of Directors Budget &amp; Finance Committee</b>	<b>Wednesday</b>	<b>23</b>	<b>9:30 a.m.</b>	<b>1<sup>st</sup> Floor, Yerba Buena Room #109</b>
<b>Board of Directors Mobile Source Committee</b>	<b>Thursday</b>	<b>24</b>	<b>9:30 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Advisory Council Meeting</b>	<b>Monday</b>	<b>28</b>	<b>10:00 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>
<b>Board of Directors Community &amp; Public Health Committee</b>	<b>Wednesday</b>	<b>30</b>	<b>9:30 a.m.</b>	<b>1<sup>st</sup> Floor Board Room</b>

HL – 7/26/2019 – 10:15 a.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Presentation from the Government Alliance on Race and Equity (GARE) Co-Director

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Air District established the Diversity, Equity & Inclusion Office (DE&I Office) July 1, 2017, to reflect the Air District's leadership and commitment to improve public health outcomes, economic opportunities and environmental injustices in historically impacted communities.

The DE&I Office collaborates with internal staff to design, coordinate, and implement programs, policies and practices aimed at addressing disparities that disproportionately negatively impact communities by developing and accomplishing agency wide goals and objective to further the Air District's mission.

The work of the Air District requires diverse perspectives, talents, and life experiences to solve some of the most complex technical air quality issues that we face. Diversity and inclusion help us to attract and retain an extraordinary workforce and to fully engage and utilize the talents and backgrounds of our employees and the communities we serve. Our commitment to these values allows us to create and maintain a work environment that is professionally supportive, intellectually stimulating, and fully respectful of individual ideas and makes our engagement with our stakeholders richer, more complete and more transparent.

DISCUSSION

The Government Alliance on Race & Equity

The Air District, along with our partner agencies the Metropolitan Transportation Commission (MTC), the Association of Bay Area Governments (ABAG) and the Bay Conservation Development Commission (BCDC), are members of the Government Alliance on Race and Equity (GARE) Cohort. GARE is a national network of government agencies working to achieve racial equity and advance opportunities for all. The Alliance uses a three-prong approach:

1. Support jurisdictions that are at the forefront of work to advance racial equity;
2. Build pathways for new jurisdictions to begin doing racial equity work, including cohorts of new jurisdictions; and
3. Expand and strengthen local and regional collaborations that are broadly inclusive and focused on achieving racial equity.

Cohorts participate in a structured year-long curriculum that focuses on strategies that normalize conversations about race, operationalize new policies and practices, and organize to achieve racial equity. This focus on racial equity strengthens the Air District's work by incorporating a racial equity review in the development initiatives.

The joint agencies cohort represents staff throughout every division/department of the agencies. The second-year cohort recently completed the program. A third-year team of employees began training in February 2019.

Dwayne S. Marsh, Co-Director of GARE, will present GARE's objectives, share a snapshot describing the history of government and race, and how it impacts our society today. Finally, he will discuss our role as government officials and how we can impact equitable outcomes.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Mary Ann Okpalaugo  
Reviewed by: Greg Nudd

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Minutes of the Board of Directors Regular Meeting of June 5, 2019

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RECOMMENDED ACTION

Approve the attached draft minutes of the Board of Directors Regular Meeting of June 5, 2019.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Regular Meeting of June 5, 2019.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

Attachment 7A: Draft Minutes of the Board of Directors Regular Meeting of June 5, 2019

## AGENDA 7A – ATTACHMENT

Draft Minutes - Board of Directors Regular Meeting of June 5, 2019

Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
(415) 749-5073

Board of Directors Regular Meeting  
Wednesday, June 5, 2019

### **DRAFT MINUTES**

*Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Katie Rice, called the meeting to order at 9:34 a.m.

#### **Roll Call:**

Present: Chairperson Katie Rice; and Directors Margaret Abe-Koga, Teresa Barrett, John J. Bauters, David J. Canepa, John Gioia, Scott Haggerty, David Hudson, Tyrone Jue, Doug Kim, Liz Kniss, Gordon Mar, Karen Mitchoff, Mark Ross, Jim Spering, Brad Wagenknecht, and Lori Wilson.

Absent: Vice Chairperson Rod Sinks; Secretary Cindy Chavez; and Directors Pauline Russo Cutter, Carole Groom, Nate Miley, and Shirlee Zane.

### **PUBLIC COMMENT ON NON-AGENDA MATTERS**

2. **Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

Public comments were given by Bradley Angel, Greenaction for Health and Environmental Justice; Crystal Dai, Maggie Tanzarella, Kewei Tang, parents of students attending The Stratford School and E.M. Grimmer Elementary School in Fremont; Andres Soto; Communities for a Better Environment (CBE); Mila Zelkha, Palantir Technologies; and Nancy Shepherd, Manzanita Talks.

The Board and staff discussed the suggestion for a dedicated item on a future Stationary Source Committee agenda to address the issues at Tri City Rock in Fremont and the suggestion of holding a future Stationary Source Committee meeting in Fremont; interim steps the Air District will take to reduce impacts at Stratford School in Fremont; the acknowledged absence of the Stratford School and Tri Rock City's representatives at public Air District meetings; the school's lack of cooperation with the Air District; and the City of Fremont's level of involvement in this issue.

**CLOSED SESSION** (10:09 a.m.)

3. **CONFERENCE WITH LEGAL COUNSEL**

NOTED PRESENT; Director Mar was noted present at 10:10 a.m.

A. **EXISTING LITIGATION (Government Code Section 54956.9(a))**

*Pursuant to Government Code Section 54945.9(a), a need exists to meet in closed session with legal counsel to consider the following case:*

Michael Bachmann and Sarah Steele v. Bay Area AQMD, Contra Costa County Superior Court, Case No. C17-01565.

**REPORT OUT:** Brian Bunger, Air District Counsel, stated that there was no reportable action for this item.

**Public comment on Item 3A** was given by Andres Soto, CBE.

B. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6(a))**

*Agency Negotiators: Jack P. Broadbent, Executive Officer/APCO  
Rex Sanders, Chief Administrative Officer*

*Employee Organizations: Management and Confidential Employee Groups  
Bay Area Air Quality Employee's Association, Inc.*

**REPORT OUT:** Mr. Bunger stated that there was no reportable action for this item.

**OPEN SESSION** (10:47 a.m.)

**CONSENT CALENDAR (ITEMS 4 – 9)**

4. Minutes of the Board of Directors Special Budget Hearing Meeting and Special Meeting of May 15, 2019
5. Board Communications Received from May 15, 2019 through June 4, 2019
6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the month of April 2019
7. Authorization to Execute a Contract for Graphic Design
8. Authorization to Execute a Contract with KBM-Hogue for Furniture Redesign and Purchase

CHAIR RICE PULLED ITEM 9 FROM THE CONSENT CALENDAR

**Public Comments on Items 4 - 8**

No comments received.



Board Comments on Items 4 - 8

None.

Board Action on Items 4 - 8

Director Hudson made a motion, seconded by Director Wagenknecht, to **approve** the Consent Calendar Items 4 through 8, inclusive; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Barrett, Bauters, Canepa, Gioia, Haggerty, Hudson, Jue, Kim, Kniss, Mar, Mitchoff, Rice, Ross, Spering, Wagenknecht, and Wilson.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Chavez, Cutter, Groom, Miley, Sinks, and Zane.

9. **Consider Approving a Resolution Which Provides Salary Adjustments to the Management and Confidential Employee Groups (PULLED FROM CONSENT CALENDAR)**

Jack P. Broadbent, Executive Officer/Air Pollution Control Officer, stated that Air District staff recommends that salary increases of 3.5% be made for management and confidential employee groups, effective July 1, 2019.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the Board's direction that retroactive compensation will not be negotiated for members of the Air District's Employees' Association once the upcoming contract is approved.

Board Action

Director Haggerty made a motion, seconded by Director Wagenknecht, to **approve** a resolution providing salary adjustments to the management and confidential employee groups effective July 1, 2019; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Barrett, Bauters, Canepa, Gioia, Haggerty, Hudson, Jue, Kim, Kniss, Mar, Mitchoff, Rice, Ross, Spering, Wagenknecht, and Wilson.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Chavez, Cutter, Groom, Miley, Sinks, and Zane.

## **COMMITTEE REPORTS**

### **10. Report of the Community and Public Health Committee Meeting of May 20, 2019**

Community and Public Health Committee Vice Chair, Mark Ross, read the following Committee report:

*The Community and Public Health Committee met on Monday, May 20, 2019 and approved the minutes of March 14, 2019.*

*The Committee reviewed and discussed the staff presentation West Oakland Community Action Plan Update. Air District staff will provide a presentation under Agenda Item #15.*

*The Committee then reviewed and discussed the staff presentation Grant Opportunities Available to Communities.*

*Finally, the Committee reviewed and discussed the staff presentation Regional Wildfire Communication Effort.*

*The next meeting of the Committee will be held on Thursday, June 20, 2019, at 9:30 a.m. This concludes the Chair Report.*

#### **Public Comments**

No requests received.

#### **Board Comments**

None.

#### **Board Action**

None; receive and file.

### **11. Report of the Legislative Committee Meeting of May 22, 2019**

Legislative Committee Chair, Doug Kim, read the following Committee report:

*The Legislative Committee met on Wednesday, May 22, 2019, and approved the minutes of April 24, 2019.*

*Prior to the Committee's discussion of the consideration of new bills, staff had recommended that the Committee recommend that the Board adopt an **OPPOSE** position regarding **Senate Bill 629 (McGuire)**, a spot bill which currently requires air district hearing boards to send Notices of Hearings not less than 72 hours before a hearing to any person who requests the Notice, thereby making changes to conform the Notice provisions within the Notice provisions of the act. Staff anticipate that this bill's focus will shift to air quality exemptions at wineries. The Committee provided*

*direction to staff to communicate the Air District's opposition to such a bill. Staff also discussed bills of interest to the Air District that passed their respective legislative committees and those that did not.*

*The Committee then received an update on Assembly Bill 836, the Air District-sponsored bill introduced by Assemblymember Buffy Wicks regarding the Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Program.*

*Finally, the Committee received an update on recent events of significance in Sacramento, including the Governor's, Assembly's and Senate's budget proposals, and how each proposal potentially affects funding for Assembly Bill (AB) 617.*

*The next meeting of the Legislative Committee will be at the Call of the Chair. This concludes the Chair's report of the Legislative Committee.*

Public Comments

No requests received.

Board Comments

None.

Board Action

None; receive and file.

**12. Report of the Mobile Source Committee Meeting of May 23, 2019**

Mobile Source Committee Chair, David J. Canepa, read the following Committee report:

*The Committee met on Thursday, May 23, 2019, and approved the minutes of April 25, 2019.*

*The Committee reviewed and discussed the staff presentation, Projects and Contracts with Proposed Grant Awards Over \$100,000. The Committee recommends the Board:*

- 1. Approve recommended projects with proposed grant awards over \$100,000; and*
- 2. Authorize the Executive Officer/Air Pollution Control Officer to enter into all necessary agreements with applicants for the recommended projects.*

*The Committee then reviewed and discussed the staff presentation Fiscal Year Ending 2020 Transportation Fund for Clean Air Regional Fund Policies and Evaluation Criteria. The Committee recommends the Board:*

- 1. Approve the proposed Fiscal Year Ending 2020 Transportation Fund for Clean Air Regional Fund Policies and Evaluation Criteria and;*
- 2. Approve a change to Fiscal Year Ending 2020 Transportation for Clean Air County Program Manager Fund Policies to increase the cost-effectiveness threshold for the*

*Bicycle Projects category such that it is aligned with the threshold that is proposed for the Fiscal Year Ending 2020 Transportation for Clean Air Regional Fund Policies.*

*Finally, the Committee then reviewed and discussed the staff presentation Electric Vehicle Ecosystem Update: Electric Vehicle Equity.*

*The next meeting of the Mobile Source Committee will be on Thursday, July 25, 2019, at 9:30 a.m. I move that the Board approve the Mobile Source Committee's recommendations. This concludes the Chair Report of the Mobile Source Committee.*

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Canepa made a motion, seconded by Director Wilson, to **approve** the recommendations of the Mobile Source Committee; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Barrett, Bauters, Canepa, Gioia, Haggerty, Hudson, Jue, Kim, Kniss, Mar, Mitchoff, Rice, Ross, Spring, Wagenknecht, and Wilson.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Chavez, Cutter, Groom, Miley, Sinks, and Zane.

**PUBLIC HEARINGS**

**13. Public Hearing to Consider Adoption of Proposed Amendments to Air District Regulation 3: Fees and Approval of the Filing of a Notice of Exemption from the California Environmental Quality Act**

Pamela Leong, Director of Engineering, gave the staff presentation *Public Hearing to Consider Adoption of Proposed Amendments to Air District Regulation 3: Fees and Approval of the Filing of a Notice of Exemption from the California Environmental Quality Act*, including: presentation outline; revenue sources – Fiscal Year Ending (FYE) 2018; cost recovery background; trends in expenditures and cost recovery; proposed changes to fee schedules; other proposed amendments; impact on larger facilities (power plants and petroleum refineries) and small businesses; comments received; stakeholder meeting; proposed actions; cost recovery actions; 2019 rule development schedule; and recommended action.

Public Comments

Public comments were given by Bill Quinn, California Council for Environmental and Economic Balance.

Board Comments

The Board and staff discussed the recent establishment of a “Budget Development Advisory Group” which was created to address fee structure questions from stakeholders and reports directly to the Budget and Finance Committee; the leadership of Budget and Finance Committee Chairperson, Carole Groom, and Air District Finance staff; and whether Air District fees impact gasoline prices for consumers.

Board Action

Director Bauters made a motion, seconded by Director Hudson, to **adopt** proposed amendments to Air District Regulation 3: Fees that would become effective on July 1, 2019, and approval of a Notice of Exemption from the California Environmental Quality Act; and the motion **carried** by the following vote of the Board:

- AYES: Abe-Koga, Barrett, Bauters, Canepa, Gioia, Haggerty, Hudson, Jue, Kim, Kniss, Mar, Mitchoff, Rice, Ross, Spring, Wagenknecht, and Wilson.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Chavez, Cutter, Groom, Miley, Sinks, and Zane.

14. **Public Hearing to Consider Adoption of the Air District’s Proposed Budget for Fiscal Year Ending 2020**

Mr. Broadbent explained that this is the second of two public hearings to consider adoption of the Air District’s Proposed Budget for FYE 2020. The staff presentation *Public Hearing to Consider Adoption of the Air District’s Proposed Budget for FYE 2020* was waived, but Dr. Jeff McKay, Chief Financial Officer, referred to two slides, “Budget Summary” and “Recommended Action.”

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Hudson made a motion, seconded by Director Mitchoff, to **adopt** a resolution to **approve** the Proposed Budget for FYE 2019-2020 and various budget related actions; and the motion **carried** by the following vote of the Board:

- AYES: Abe-Koga, Barrett, Bauters, Canepa, Gioia, Haggerty, Hudson, Jue, Kim, Kniss, Mar, Mitchoff, Rice, Ross, Spring, Wagenknecht, and Wilson.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Chavez, Cutter, Groom, Miley, Sinks, and Zane.

## **PRESENTATION**

### **15. Update on West Oakland Community Action Plan**

Greg Nudd, Deputy Air Pollution Control Officer of Policy, introduced Henry Hilken, Director of Planning and Climate Protection, who gave the staff presentation *West Oakland Community Action Plan Update*, including: Assembly Bill (AB) 617 communities; health indicator rates in West Oakland and Alameda County; community engagement – developing the Steering Committee; Steering Committee overview and getting up to speed; local cancer risk; impact zones; sources of cancer risk; West Oakland proposed strategies; Seaport Air Quality 2020 and Beyond Plan – a Pathway to Zero-Emissions Seaport Operations; and what’s next.

Ms. Margaret Gordon and Brian Beveridge of the West Oakland Environmental Indicators Project were also given opportunities to speak about AB 617 implementation in West Oakland.

#### **Public Comments**

Public comments were given by Richard Sinkoff, Port of Oakland.

#### **Board Comments**

The Board and staff discussed the approximate linear distance between the two outmost impact zones (Third Street and Hoover-Foster); how the Air District and other agencies connected with AB 617 requirements will measure air pollution progress, emissions reductions, and health benefits; appreciation for the West Oakland Environmental Indicators Project for their assistance in implementing AB 617 and for the organization’s past efforts and historic partnership with the Air District; the need to remind the public that risk can still remain, despite air quality improvements and emission reductions, and that factors outside the Air District’s authority can still make communities unhealthy; the fact that, although the Air District has concerns about the Port of Oakland’s Seaport Air Quality 2020 and Beyond Plan, the Port’s plan provides good opportunities for community oversight; how the Air District plans to bridge gaps between its own initiatives and less-aggressive strategies of other agencies; anticipated funds to be allocated for AB 617 in 2020; estimated health care savings (medical, hospital costs) that may result from AB 617 implementation; and how agencies need to be cognizant of the unintended consequences of prioritizing one objective without considering another, and the need to always include members of impacted communities in such devising strategies.

#### **Board Action**

None; receive and file.

## **PUBLIC COMMENT ON NON-AGENDA MATTERS**

### **16. Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

Public comments were given by Tony Fisher, Coalition for Clean Air.

## **BOARD MEMBERS' COMMENTS**

### **17. Board Members' Comments**

Director Sperring expressed his concern regarding the anticipated increase in backup diesel generator usage during rolling blackouts (presumably during wildfire season) and requested a future Board presentation on this issue.

## **OTHER BUSINESS**

### **18. Report of the Executive Officer/Air Pollution Control Officer**

Mr. Broadbent stated the following:

- The Air District assisted the California Air Resources Board in producing a chart of School Air Quality Activity Recommendations, designed to protect student health during poor air quality and woodsmoke incidents. Thanks to Lisa Fasano, Communications Officer, and Alan Abbs, Legislative Officer, for taking the lead on this. It was noted that not all Air Pollution Control/Air Quality Management Districts in California use the United States Environmental Protection Agency's Air Quality Index, although Bay Area school districts are encouraged to refer to it. Director Mitchoff stated that she attended the California for All Emergency Management Preparedness Summit in Sacramento on June 3, 2019, and urged Air District staff to get involved with this effort (organized by the Governor's Office of Emergency Services.) Chair Rice asked how this chart is being distributed to communities and whether the Association of Bay Area Health Officials had any feedback.
- The Board of Directors' October meeting will be held in West Oakland, as the Board will be considering the adoption of the West Oakland Community Action Plan at that meeting.

### **19. Chairperson's Report**

Chair Rice reported the following:

- Director Hudson and Chair Rice attended the 32<sup>nd</sup> Annual International Electric Vehicle Symposium in Lyon, France at the end of May. Karen Schkolnick, Director of Strategic Incentives Division, gave a presentation entitled "*Accelerating Beyond Early Adopters to Achieve Equitable and Widespread Electric Vehicle Use in the San Francisco Bay Area.*"

### **20. Time and Place of Next Meeting**

Wednesday, July 31, 2019, at 375 Beale Street, San Francisco, CA 94105 at 9:30 a.m.

### **21. Adjournment**

The meeting adjourned at 12:25 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Board Communications Received from June 5, 2019 through July 30, 2019

RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from June 5, 2019, through July 30, 2019, if any, will be at each Board Member's place at the July 31, 2019, Board meeting.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenaflor  
Reviewed by: Vanessa Johnson



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Air District Personnel on Out-of-State Business Travel

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RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In accordance with Section 5.4 (b) of the Air District's Administrative Code, Fiscal Policies and Procedures Section, the Board of Directors is hereby notified of Air District personnel who have traveled on out-of-state business.

The report covers the out-of-state business travel for the months of May 2019 and June 2019. The monthly out-of-state business travel report is presented in the month following travel completion.

DISCUSSION

The following out-of-state business travel activities occurred in the month of May 2019:

Health Effects Institute 2019 Conference, Seattle, Washington, May 4, 2019 – May 7, 2019  
Attendee:

- Judith Cutino, Health Officer

National Association of Clean Air Agencies (NACAA) Monitoring Steering Committee Meeting, Boston, Massachusetts, May 12, 2019 – May 14, 2019 Attendees:

- Katherine Hoag, Assistant Manager
- Eric Stevenson, Air Monitoring Officer

International Electric Vehicle Symposium & Exhibition, Lyon, France, May 17, 2019 – May 23, 2019 Attendees:

- Katie Rice, Board of Directors Chair
- Dave Hudson, Board of Directors Member

The following out-of-state business travel activities occurred in the month of June 2019:

Environmental Protection Agency (EPA) Air Monitoring and Communication of Results Conference, Research Triangle Park, North Carolina, June 11, 2019 – June 13, 2019 Attendee:

- Eric Stevenson, Air Monitoring Officer

2019 Society for Human Resource Management (SHRM) Annual Conference, Las Vegas, Nevada, June 21, 2019 – June 25, 2019 Attendee:

- Rex Sanders, Chief Administrative Officer

Roadmap 12 - Electric Vehicle and Smart Mobility Conference, Portland, Oregon, June 16, 2019 – June 19, 2019 Attendees:

- Damian Breen, Deputy Air Pollution Control Officer
- Deanna Yee, Air Quality Technician II
- Tin Le, Staff Specialist I
- Mark Tang, Staff Specialist II

Air & Waste Management Association 112<sup>th</sup> Annual Conference, Quebec City, Quebec, Canada, June 23, 2019 - June 29, 2019 Attendees:

- Jack P. Broadbent, Executive Officer/APCO
- Wayne Kino, Deputy Air Pollution Control Officer
- Brian Bunger, District Counsel
- Ranyee Chiang, Technology Implementation Officer
- Maricela Martinez, Executive and Administrative Resources Director
- Karen Schkolnick, Strategic Incentives Division Director
- Lisa Fasano, Communications Officer
- Phil Martien, Assessment, Inventory, and Modeling Director
- Vanessa Johnson, Executive Operations Manager
- Abby Young, Climate Protection Manager
- Jerry Bovee, Source Test Manager
- Victor Douglas, Rule Development Manager
- Leonid Bak, Senior Advanced Projects Advisor
- Barbara Toole O'Neil, Hearing Board Member
- Stan Hayes, Advisory Council Chair
- Michael Kleinman, Advisory Council Vice Chair
- Katie Rice, Board of Directors Chair
- David Canepa, Board of Directors Member
- David Hudson, Board of Directors Member
- Teresa Barrett, Board of Directors Member
- John Gioia, Board of Directors Member
- Mark Ross, Board of Directors Member
- Brad Wagenknecht, Board of Directors Member

- Rod Sinks, Board of Directors Vice Chair
- Doug Kim, Board of Directors Member
- John Bauters, Board of Directors Member
- Liz Kniss, Board of Directors Member

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Stephanie Osaze  
Reviewed by: Jeff McKay

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of  
May and June 2019

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

In accordance with Resolution No. 2012-08, attached to this Memorandum is a listing of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the calendar month prior to this report.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amounts of civil penalties collected are included in the Air District's general fund budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Brian C. Bunger

Attachment 10A: Notices of Violations for the Month of May 2019

Attachment 10B: Notices of Violations for the Month of June 2019

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violations were issued in May 2019:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Carol Clemons	Z6222	Oakland	A59093A	5/28/2019	11-2-401.3	Late Notifier ASB108087
City of Alameda, Alameda Fire Dept.	M9234	Alameda	A58449A	5/17/2019	2-1-307	Failure to conduct annual testing (2018,17,16)
East Bay Municipal Utility District	A0591	Oakland	A56072A	5/6/2019	2-6-307	RCA# 07K69 - unabated digester gas released
Hayward Waste Water Treatment Plant	A1009	Hayward	A58448A	5/15/2019	2-1-307	Failure to conduct annual testing in 2017, 2018
Jonathan Fearn	Z6201	Oakland	A59092A	5/17/2019	11-2-401.3	Late notifier ASB107821
Modern Coffee Enterprises Inc.	B2741	Emeryville	A56073A	5/9/2019	2-1-307	No afterburner temperature records
Ray Yeganeh	Z6248	Oakland	A59094A	5/31/2019	11-2-401.3	ASB# 108153 Late Notifier
Republic Services Vasco Road, LLC	A5095	Livermore	A57392A	5/3/2019	2-1-307	Failure to abate RCA# 07K55
Republic Services Vasco Road, LLC	A5095	Livermore	A57393A	5/3/2019	2-1-307	Failure to abate & late reporting RCA 07L41
Tesla, Inc.	A1438	Fremont	A55797A	5/9/2019	2-6-307	Dev# 5164, Failure of POC source test PC# 26027, Part A.2.2
Tesla, Inc.	A1438	Fremont	A55798A	5/9/2019	2-1-320	Dev #5295 Solvent Change
Tesla, Inc.	A1438	Fremont	A55800A	5/9/2019	2-6-307	PC# 9158, Part 42 Deviation# 5336, NOx/CO ST not conducted
Tesla, Inc.	A1438	Fremont	A55801A	5/9/2019	2-6-307	2-6-307 PC#9158 Part 7 Dev #5397 ST NOX exceedance

Tesla, Inc.	A1438	Fremont	A55802A	5/9/2019	2-6-307	PC# 9158 Part 2a - Operation of A-1002 below 1400°F
Tony Star Gas	Z6202	Oakland	A58445A	5/17/2019	8-7-302.3	Dispenser 3/4, 7/8 failed ST#19101   inoperable drain valves (phase I)
Tony Star Gas	Z6202	Oakland	A58445B	5/17/2019	8-7-301.3	Dispenser 3/4, 7/8 failed ST#19101   inoperable drain valves (phase I)
Zarsion/Signature Development	Z6169	Oakland	A57886A	5/9/2019	2-1-301	No authority to construct/no permit to operate - Unpermitted stockpiles
Zarsion/Signature Development	Z6169	Oakland	A57886B	5/9/2019	2-1-302	No authority to construct/no permit to operate - Unpermitted stockpiles

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
510 Builders	Z6235	Pinole	A59091A	5/14/2019	11-2-401.3	Job started prior to original start date
AAK USA Richmond Corp.	A0927	Richmond	A57779A	5/30/2019	9-7-307.5	Periodic testing results >9 ppm NOx
Fast Stop	Z6130	Martinez	A58980A	5/2/2019	2-1-301	No A/C issued - site converted from Healy to VST
Fast Stop	Z6130	Martinez	A58980B	5/2/2019	2-1-302	No A/C issued - site converted from Healy to VST
Home Quality Remodeling	Z6125	Concord	A59090A	5/2/2019	11-2-401.3	Late notification // ASB107470
Phillips 66 Carbon Plant	A0022	Rodeo	A59060A	5/20/2019	2-6-307	Emissions not abated by Baghouse A-10
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A59059A	5/1/2019	2-6-307	NOx concentration excess / RCA# 07J58/07J59 / DEV# 5288

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A59061A	5/20/2019	10	40 CFR 60.104 (a)(1); BAAQMD Dev #5427
Right Away Redy Mix	B0639	Martinez	A57887A	5/29/2019	2-1-302	Permit expired 10/01/17
Tesoro Refining & Marketing Company LLC	B2758	Martinez	A58866A	5/3/2019	8-18-302.2	Valve leak not repaired using best modern practices

<b>Marin</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Novato Sanitary District	A1275	Novato	A58164A	5/21/2019	2-1-307	07M05

<b>Napa</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Beaulieu Garden	Z6148	Saint Helena	A58983A	5/6/2019	8-7-301.2	AST not painted with SLC paint
Beaulieu Garden	Z6160	Saint Helena	A58981A	5/6/2019	2-1-302	AST does not have P/O
Beaulieu Garden	Z6160	Saint Helena	A58982A	5/6/2019	8-7-316	Uncertified PV vent valve
Beaulieu Garden	Z6160	Saint Helena	A58982B	5/6/2019	8-7-301.13	CARB TP 201.3 not performed

<b>San Francisco</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
ARE - San Francisco	Z6188	San Francisco	A57576A	5/14/2019	10	CCR 17 93105.e(2)(A)2 Failure to adequately wet disturbed soil w/NOA
City & County of San Francisco	H1939	San Francisco	A58546A	5/31/2019	2-1-307	Permit Condition #100013 12-month

						throughput limit exceeded
San Francisco Public Utilities Commission	A4116	San Francisco	A56595A	5/30/2019	2-1-307	Raw digester gas vented to atmosphere

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Gas & Shop/Andy's BP Inc.	Z4864	South San Francisco	A58541A	5/8/2019	8-7-302.1	Failed District Source Test: #19106 static pressure performance & #19107 tie tank test
Gas & Shop/Andy's BP Inc.	Z4864	South San Francisco	A58541B	5/8/2019	8-7-302.5	Failed District Source Test: #19106 static pressure performance & #19107 tie tank test
Gas & Shop/Andy's BP Inc.	Z4864	South San Francisco	A58542A	5/8/2019	2-1-301	Unpermitted modification of gasoline tank to diesel tank (needs permit application)
Gas & Shop/Andy's BP Inc.	Z4864	South San Francisco	A58543A	5/8/2019	8-7-302.3	Improperly operating Veeder-Root ISD (flow meters / pressure sensor not properly programmed)
SFD	Z6157	Burlingame	A55677A	5/6/2019	11-2-401.3	No Job#; Failure to Notify

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
City of Santa Clara	A0621	Santa Clara	A57224A	5/30/2019	2-6-307	Failure to meet Permit Condition 14194
City of Santa Clara	A0621	Santa Clara	A57225A	5/30/2019	2-6-307	Failure to meet permit condition 14194
Gas N' Go	Z6219	San Jose	A57771A	5/20/2019	8-7-301.2	Missing 87 grade fill gasket



Gas N' Go	Z6219	San Jose	A57771B	5/20/2019	2-1-307	No 2016; 2017; 2018 source tests 01/29/19 source test not submitted
International Disposal Corp. of CA	A9013	Milpitas	A58884A	5/6/2019	8-34-305.1	Well HC227 not operating under negative pressure
International Disposal Corp. of CA	A9013	Milpitas	A58884B	5/6/2019	10	17CCR 95464(c) Well HC227 not operating under negative pressure
International Disposal Corp. of CA	A9013	Milpitas	A58885A	5/13/2019	8-34-301.2	Component leak at EW106 3,000 ppm - 9,000 ppm
International Disposal Corp. of CA	A9013	Milpitas	A58886A	5/13/2019	8-34-303	16 Surface leaks discovered above standard
International Disposal Corp. of CA	A9013	Milpitas	A58886B	5/13/2019	10	CCR17 95464(a)(1) / 16 Surface leaks discovered above standard
International Disposal Corp. of CA	A9013	Milpitas	A58887A	5/13/2019	8-34-305.1	EW234, MW24 & MW26 with positive pressure
International Disposal Corp. of CA	A9013	Milpitas	A58887B	5/13/2019	10	17CCR 95464(c) / EW234, MW24 & MW26 with positive pressure
Jacklin Shell	Z6124	Milpitas	A57770A	5/1/2019	8-7-301.2	Missing 91 Vapor Cap
Jacklin Shell	Z6124	Milpitas	A57770B	5/1/2019	8-7-301.5	87 Fill Adapter Torque > 108 in - lbs @ 130 Phase I not maintained
Lockheed Martin Corporation	A0055	Sunnyvale	A58544A	5/9/2019	2-1-307	Failure to conduct annual testing - vapor return line integrity & vapor pressure regulation
Renn Transportation, Inc.	Q2991	Gilroy	A54295A	5/7/2019	8-33-304.6	CT# 204794, failure to meet vapor tight requirement
Santa Clara Valley Health & Hospital System	A0475	San Jose	A55716A	5/16/2019	9-7-506	Missing source test for years 2017 & 2018 Sources 14, 15, 31, & 32

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
CA State Parks Maintenance	T6526	Petaluma	A58545A	5/14/2019	2-1-307	No record of annual testing since 2016
Farr West	Z6185	Rohnert Park	A55939A	5/14/2019	11-2-401.3	No notification for demolition
Jaime Hernandez	Z6221	Santa Rosa	A58163A	5/20/2019	5-301.1	Illegal Burn
SFD	Z6242	Santa Rosa	A58165A	5/30/2019	5-301.1	Illegal burn

<b>District Wide</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
KAG West	Y8346	West Sacramento	A54294A	5/7/2019	8-33-304.6	CT#200952, failure to meet vapor tight requirement
KAG West	Y8346	West Sacramento	A54296A	5/22/2019	8-33-304.6	CT# 200621, Failure to meet vapor tight requirement

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were one settlement(s) for \$10,000 or more completed in May 2019.

- 1) On May 17, 2019, the District reached settlement with Corteva Agriscience - Pittsburg Operations for \$33,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A57639A	4/25/2018	5/23/2016	2-6-307	P/C #4780 Part 3 - Ammonia Emissions < 0.02 lbs/day

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violations were issued in June 2019:

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Com	Z6351	San Leandro	A59098A	6/25/2019	11-2-304.1	RACM waste not in water tight container
Impact Demo & Hauling	Z6285	Alameda	A58921A	6/10/2019	11-2-401.3	ASB108332 Job started prior to original start date
P.W. Stephens Environmental, Inc.	Y5159	Fremont	A58582A	6/6/2019	11-2-303.6	ASB#108222 No view ports prior to removal
P.W. Stephens Environmental, Inc.	Z3449	Hayward	A55940A	6/4/2019	11-2-401.5	Failure to submit change in completion date ASB108238
Sanmina - SCI	A1559	Newark	A57021A	6/20/2019	2-1-307	Exceeded limits (PC #14913-1); BACT, VOC limit
Sanmina - SCI	A1559	Newark	A57021B	6/20/2019	8-4-313	Exceeded limits (PC #14913-1); BACT, VOC limit
Shefer Builder Inc.	Z6326	Fremont	A59097A	6/18/2019	11-2-303.9	No onsite rep
Shefer Builder Inc.	Z6326	Fremont	A59097B	6/18/2019	11-2-304.1	Unlabeled RACM waste

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Chevron Products Company	A0010	Richmond	A58613A	6/27/2019	1-522.4	Late reporting in op E07G69 Dev#5123
Chevron Products Company	A0010	Richmond	A58614A	6/27/2019	8-5-404	Dev#5109 Late inspection reports, late reporting
Chevron Products Company	A0010	Richmond	A58614B	6/27/2019	2-6-307	Dev#5109 Late inspection reports, late reporting

Chevron Products Company	A0010	Richmond	A58615A	6/27/2019	10	Rule 40CFR60 Appendix F 5-1-1 Dev#5131 Missed Rata, late reporting
Chevron Products Company	A0010	Richmond	A58622A	6/27/2019	1-301	Richmond Odors
Chevron Products Company	P4764	San Ramon	A58547A	6/4/2019	2-1-307	Failure to install Healy clean air separator per CARB EO VR-202 Ex1 Fig1-3
Elvira Hayes	N5307	Walnut Creek	A58922A	6/20/2019	11-2-401.3	Failure to notify
Five Star Gas & Groceries	Z6260	Martinez	A59052A	6/5/2019	8-7-301.5	2 standing gasoline adaptors failed static torque test
Five Star Gas & Groceries	Z6260	Martinez	A59052B	6/5/2019	8-7-308	2 standing gasoline adaptors failed static torque test
Golden Choice Homes LLC	Z6370	Oakley	A58924A	6/27/2019	11-2-401.3	Failure to notify
Los Medanos Energy Center	B1866	Pittsburg	A58262A	6/12/2019	1-522.7	Late reporting of indicated excess
Phillips 66 Carbon Plant	A0022	Rodeo	A58342A	6/25/2019	2-6-307	Particulate matter not routed to bag house
Safeway Stores Inc, Bakery Plant	A0093	Richmond	A57780A	6/19/2019	2-1-307	Ethanol destruction efficiency <90% per BAAQMD source test #19121
Shell Martinez Refinery	A0011	Martinez	A57647A	6/13/2019	10	40CFR 63.670(d)(2) & 40CFR 63.670(e)
Shell Martinez Refinery	A0011	Martinez	A57648A	6/13/2019	10	40CFR 63.670 (d) (2)
Shell Martinez Refinery	A0011	Martinez	A58616A	6/25/2019	9-2-301	07E83 H2S > 0.06ppm / 3 min
Shell Martinez Refinery	A0011	Martinez	A58617A	6/25/2019	9-2-301	E07E92 H2S > 0.06ppm/3min and 0.03 ppm/60min
Shell Martinez Refinery	A0011	Martinez	A58618A	6/25/2019	9-2-301	07E93 H2S > 0.06 ppm/3min & 0.03 ppm/60min
Shell Martinez Refinery	A0011	Martinez	A58619A	6/25/2019	9-2-301	07E98 H2S > 0.03 ppm / 60 min

Shell Martinez Refinery	A0011	Martinez	A58620A	6/25/2019	9-2-301	07L42 H2S > 0.06 ppm / 3 min
Shell Martinez Refinery	A0011	Martinez	A58621A	6/25/2019	9-2-301	07L43 H2S > 0.06 ppm/3 min & 0.03 ppm/60 min

<b>Marin</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
SFD	Z6272	Sausalito	A55941A	6/5/2019	11-2-401.3	10 Working day period not met for demo / no survey
SFD	Z6272	Sausalito	A55941B	6/5/2019	11-2-303.8	10 working day period not met for demo / no survey

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Maldonado's Auto Body & Paint	A7006	Redwood City	A58026A	6/4/2019	2-1-302	Permit to Operate expired 2017, no valid permit to operate

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
American Gas & Oil Corporation	C9217	San Jose	A57772A	6/10/2019	8-7-503.1	No gasoline throughput records available NTC# A46783 not complied
Chevron #9-5771	V9914	San Jose	A57776A	6/27/2019	8-7-302.3	ST# 1914 / 19134 / 19135 / 19138 / 19139
Chevron #9-5771	V9914	San Jose	A57776B	6/27/2019	8-7-301.3	ST# 1914 / 19134 / 19135 / 19138 / 19139
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A58218A	6/20/2019	2-6-307	Permit condition #10844.8

City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A58218B	6/20/2019	1-523	Permit condition #10844.8
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A58219A	6/20/2019	2-6-307	Permit condition #10844.8
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A58219B	6/20/2019	1-523	Permit condition #10844.8
COBE Construction Inc.	W6615	Campbell	A59096A	6/12/2019	11-2-401.5	Failure to submit a revised start date.
CordeValle Resort	E1843	San Martin	A57773A	6/17/2019	2-1-307	No 2014-2019 annual source test; 5/9/16 source test not submitted
Happy Hollow Park - Dragon Ride Gas Tank	C9237	San Jose	A57774A	6/20/2019	2-1-307	No annual static pressure ST
International Disposal Corp. of CA	A9013	Milpitas	A58195A	6/10/2019	2-6-307	Failure to immediately initiate corrective action, maintain records, hourly temps >180F over 6 hours
International Disposal Corp. of CA	A9013	Milpitas	A58888A	6/10/2019	2-6-307	Failure to comply with Permit Condition #26632 PT 8,10,19,&27
Lehigh Southwest Cement Company	A0017	Cupertino	A56547A	6/3/2019	9-13-302	P.E. Exceeded visible emissions standard
Monkey Shine Car Wash	Z6335	Campbell	A58583A	6/11/2019	11-2-401.5	Failure to start on start date of 5/20/2019

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Cal Inc.	S6066	Vacaville	A58920A	6/5/2019	11-2-401.5	Inaccurate start date ASB106847
Valero Refining Company - California	B2626	Benicia	A58984A	6/13/2019	2-6-307	Failure to meet permit condition

Valero Refining Company - California	B2626	Benicia	A58984B	6/13/2019	1-522.7	Episode# 07D26 Exceeded CO 1-hr average limit of 500 ppm @ 0% O2; Late reporting
Valero Refining Company - California	B2626	Benicia	A58985A	6/13/2019	1-522.7	EP#07D27 Late reporting / exceeded CO calendar day limit of 100 ppm @ 37 O2
Valero Refining Company - California	B2626	Benicia	A58985B	6/13/2019	2-6-307	EP#07D27 Late reporting / exceeded CO calendar day limit of 100 ppm @ 37 O2
Valero Refining Company - California	B2626	Benicia	A58986A	6/13/2019	2-6-307	Episode# 07F43 Exceeded SO2 1-hr & 12-hr average of 250 ppm @ 0% O2
Valero Refining Company - California	B2626	Benicia	A58986B	6/13/2019	9-1-307	Episode# 07F43 Exceeded SO2 1-hr & 12-hr average of 250 ppm @ 0% O2

<b>Sonoma</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BoDean Company Inc.	A1641	Santa Rosa	A58166A	6/27/2019	2-1-307	Violation of permit condition #25461

<b>District Wide</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
CVE Demolition INC	Z4395	Fresno	A58584A	6/11/2019	11-2-401.5	ASB#107760 Failure to revise
Monterey Environmental Solutions & Services	Z6254	Monterey	A59095A	6/4/2019	11-2-303.6	Inadequate Viewport ASB107569
P.W. Stephens Environmental, Inc.	Y5985	Rio Linda	A58923A	6/24/2019	11-2-401.5	Inaccurate start date ASB108635

**SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were three settlement(s) for \$10,000 or more completed in June 2019.

- 1) On June 11, 2019, the Air District reached settlement with Spring Hill Jersey Cheese, Inc. for \$55,000, regarding the allegations contained in the following two Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A56147A	3/13/2018	11/1/2017	2-1-301	No authority to construct.
A56147B	3/13/2018	11/1/2017	2-1-302	No permit to operate.
A56148A	3/13/2018	11/1/2017	9-7-403	No demonstration of compliance.
A56148B	3/13/2018	11/1/2017	9-7-506	Failure to conduct periodic testing.

- 2) On June 17, 2019, the Air District reached settlement with Restoration Management for \$28,000, regarding the allegations contained in the following three Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A57468A	3/22/2018	3/17/2018	11-2-401.5	Inaccurate start date.
A57469A	3/27/2018	3/22/2018	11-2-304.1	RACM not in leak tight labeled container.
A57470	4/3/2018	3/22/2018	11-2-304.3	Improper waste disposal.

- 3) On June 25, 2019, the Air District reached settlement with Nexeo Solutions, LLC for \$15,000, regarding the allegations contained in the following one Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A56443A	11/19/2018	1/23/2018	2-1-307	E07F97/Tank emissions not vented to bladder tank.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Authorization to Execute Contract Amendment for Spare the Air Program Website  
Enhancements

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RECOMMENDED ACTION

Recommend Board of Directors authorize the Executive Officer/APCO to execute a contract amendment with the following vendor in the amount listed below:

Vendor	Amount	Service Description
Cylogy	\$250,000	Enhancements to redesigned Spare the Air website to integrate related microsites, upgrade alert notifications and add event calendar with map.

BACKGROUND

Air District staff is recommending a contract amendment for an existing vendor, to assist with Spare the Air website enhancements to integrate existing microsites for streamlined user experience and Air District management of all related sites, as well as upgrades to alert notifications and the addition of an event calendar feature with map.

DISCUSSION

The SpareTheAir.org website provides important information and functionality to the public.

To continue supporting the Air District’s Spare the Air-related content management infrastructure and enhance current features, staff plans to focus on the following activities during the second half of the 2019 calendar year:

- Migrate microsites, such as bayareacommutetips.org, to Air District servers;
- Upgrade the Spare the Air widget to include new website design as well as a forecast map and data; and

- Add a new calendar page with maps that shows Spare the Air events across the region.

Staff recommends the continued use of the vendor, Cylogy, Inc., that recently completed the Spare the Air redesign project. For the redesign project, a Request for Proposal (RFP) was issued in May 2017 and staff selected Cylogy, Inc. from seven vendors who submitted proposals due to their experience with Sitecore, the Air District's website content management system.

To maintain continuity and provide needed updates to design elements created by the contractor, staff is recommending we continue the contract for this work with Cylogy, Inc.

Cylogy, Inc. has provided website maintenance and support for the Air District since 2009. This company has an experienced team of website architects, designers and project team members to provide necessary updates and integrate related microsites into the design.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract amendment comes from the following sources:

- Spare the Air Every Day
  - Congestion Mitigation Air Quality (CMAQ) - \$100,000 held from Fiscal Year Ending (FYE) 2019 budget
- Winter Spare the Air
  - General Revenue - \$150,000 held from FYE 2019 budget

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kristine Roselius  
Reviewed by: Lisa Fasano

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Consider Approving the Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and the Bay Area Air Quality Management District Employees' Association (EA)

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RECOMMENDED ACTION

The Board of Directors (Board) will consider approving the proposed Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District (Air District) and the Bay Area Air Quality Management District Employees' Association (EA).

BACKGROUND

The MOU between the Air District and the EA expired on June 30, 2019. The Air District's representatives entered successor MOU negotiations with the EA on matters within the scope of bargaining. The members of the EA will vote on the agreement at their July membership meeting and if ratified, the agreement is subject to ratification by the Air District's Board of Directors.

DISCUSSION

The contract language which amends the current MOU are attached for review. The changes to the existing MOU are:

1. The proposed agreement includes a one-year term beginning July 1, 2019 and ending on June 30, 2020.
2. The proposed agreement provides an annual cost of living adjustment (COLA) effective the pay period of final ratification by the Board. The COLA will be 4%.
3. The proposed agreement revises Section 16.01, Method of Filling Vacancies, to provide for modernized and more efficient processing of recruitments.

This change in salary are also extended to the Management and Confidential groups. The proposed agreement will contribute positively to a stable and constructive labor relations environment.

BUDGET CONSIDERATION/FINANCIAL IMPACT

This contract will increase personnel salaries in the Fiscal Year Ending 2020 budget by \$235,006.

Respectfully Submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Rex Sanders

Attachment 12A: Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and Bay Area Air Quality Management District Employees' Association summary of changes

Attachment 12B: Proposed Memorandum of Understanding between the Bay Area Air Quality Management District and Bay Area Air Quality Management District Employees' Association edited version

Attachment 12C: Resolution to Approve a Successor Memorandum of Understanding Between the Air District and the Bay Area Air Quality Management District Employees' Association

Attachment 12D: Updated Salary Schedule Effective July 21, 2019

**Bay Area Air Quality Management District & Employees' Association  
Memorandum of Understanding  
2019 Agreement with Redline Edits**

**ARTICLE VII SALARIES**

SECTION 7.01 SALARIES

The following changes to unit wages or salaries shall be made effective as identified below:

Effective July 1, 2017, wages and salaries of unit employees shall be increased by 2.7 percent (2.7%). Effective July 1, 2018, wages and salaries of unit employees shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30. The minimum increase shall be one percent (1%) and the maximum increase shall be three and one half percent (3.5%). Effective at the beginning of the pay period upon ratification by both parties, wages and salaries of the unit employees shall be increased by four percent (4.0%).

**ARTICLE XVI METHOD OF FILLING VACANCIES**

SECTION 16.01 PROCEDURES

1. ANNOUNCEMENT PROCEDURE. When a bargaining unit vacancy exists, the Human Resources Officer (HRO) will prepare and distribute a position announcement for the vacancy. The announcement will ~~normally~~ be posted ~~on the electronic (e-mail) Personnel Bulletin Board as well as on each floor's bulletin board. The announcement will be delivered by mail or by insertion into the employee's pay envelope.~~ electronically. The position will be opened for at least 10 working days. The bargaining unit vacancy announcement will include the opening date, minimum qualifications required, ~~the criteria to be used to screen applicants, the weight which will be given to the panel interview, and a statement that the District may choose to utilize these procedures or any other selection procedure deemed appropriate as determined by the HRO and Hiring Manager, if the qualified applicant pool does not include any bargaining unit employees~~ and the selection procedures to be used to screen applicants.
2. REVIEW OF JOB ASSIGNMENT(S) AND DESCRIPTION. Prior to the opening of a vacancy, ~~a Division Director~~ the Hiring Manager shall have the right to make job assignment changes within the classification of the vacant position prior to identifying the actual vacant position. The Hiring Manager must review the job description prior to the commencement of the recruitment process in order to select those duties and functions, which are the most relevant for the position to be filled. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.

3. APPLICATION. ~~Employees~~Applicants who wish to be considered for the position will submit a completed application form to the HRO on or before the filing deadline specified on the announcement.
4. QUALIFICATIONS. The qualifications include, but are not limited to, ~~the~~ education, experience, knowledge, skills, abilities and other background factors, which are needed for each classification. The minimum qualifications will be specified in the position description form and included in the announcement. The HRO may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications. ~~In reviewing job applications, the HRO shall consider all relevant education, work experience, supervisory experience and lead experience. In evaluating the qualifications of each applicant, the HRO shall document in writing the extent to which each applicant possesses the desirable qualifications.~~

The HRO shall determine if ~~candidates~~the applicants meet the minimum qualifications of the position. The HRO shall inform each ~~candidate~~applicant in writing if he/she ~~meets~~does not meet the minimum qualifications for the position. The HRO may reject any application if the applicant does not possess the minimum qualifications required for the position, or for other justifiable reasons. The HRO shall inform any disqualified ~~District employee~~bargaining unit applicant in writing. ~~This written notice shall inform the employee of his/her rights to appeal the HRO's decision and the right to obtain a written statement of the specific reasons for the disqualification, providing the employee requests the written statement within five (5) working days of the receipt of the written notice and his/her rights to appeal the HRO's decision.~~

5. VACANCY. A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a leave of absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on sick leave, annual leave, bereavement leave, temporary disability including maternity leave, Family Care Leave, Workers' Compensation, leave without pay or any other circumstances determined by the EO.
6. ORDER OF FILLING VACANCIES.
  - A. FIRST PRIORITY. Reinstatement from layoff, return from leave of absence granted for medical reasons. To fill a vacancy in the first priority category, the HRO will submit the names of all qualified ~~candidates~~applicants to the Hiring Manager.
  - B. SECOND PRIORITY. For regular employees, transfer, promotion, or return from leave of absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be promotional or open. In the event the recruitment is open,

bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

7. MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL. Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing ~~and shall have the~~. The bargaining unit applicant shall have the right to appeal the HRO's decision. The bargaining unit applicant must submit a written notice of appeal to the HRO within five (5) working days from the receipt of the written notification of disqualification. The bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications ~~provided a written request for consultation is submitted to the HRO within 10 working days from the receipt of the written notification of disqualification.~~ The HRO shall review the additional information with the Hiring Manager. The Hiring Manager shall have the final decision in determining whether or not a bargaining unit applicant meets the minimum qualifications for the bargaining unit vacancy. If the Hiring Manager ~~or the HRO~~ decides that the ~~employee~~bargaining unit applicant meets the minimum qualifications, the ~~employee~~bargaining unit applicant will be allowed to continue in the recruitment. If the Hiring Manager decides that the ~~employee~~bargaining unit applicant fails to meet the minimum qualifications, the ~~employee~~bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's ~~written~~ decision, shall inform the ~~employee~~bargaining unit applicant of the reason for his/her disqualification in writing.
8. QUALIFIED APPLICANT POOL - PROCEDURE. The following procedure shall be used to determine the qualified applicant pool. In an open recruitment, all ~~qualified District employees~~bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A, ~~and B, and C~~ will not apply to those ~~District employees.~~bargaining unit applicants. When there are ~~five (5)~~ eight (8) or fewer qualified applicants, Steps A, ~~B,~~ and ~~C~~ will not apply.
  - A. Application Screening Panel - A panel of three (3) District employees chosen by and facilitated by the HRO shall screen those applicants who meet the minimum qualifications for the bargaining unit vacancy. The HRO will not be a member of the screening panel. The HRO shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager in consultation with the HRO shall establish the screening criteria. The screening criteria may include a practical test, a written examination, a review of the responses to the supplemental application question, and/or any combination of screening methods listed above deemed appropriate for the position by the Hiring Manager. The screening panel shall score the applicant consistent with predetermined scoring methodology. As a result of the screening, all applicants will be given a score based on a 100-point scale. If the Hiring Manager has opted for an examination, then the HRO shall administer the examination to all of the ~~candidates~~applicants under the same conditions. The HRO or the screening panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly.

Out of the total qualified applicant pool screened by the panel identified in (

~~B. Panel Interviews - A) above, the top eight (8) applicants, by score, will be referred for a panel interview.~~

~~C.B. \_\_\_\_\_ The top eight (8) applicants will be interviewed by the panel of three (3) District employees designated at the discretion of chosen by and facilitated by the HRO, giving due consideration to the necessities of the job being filled, shall interview the top twelve (12) applicants by score. The HRO shall ensure that one all of the panelists shall be a representative from the Division where the vacancy exists, and who occupies a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that the other two panelists come from two other Divisions and each shall occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that at least one of the panelists shall be a representative from the Division where the vacancy exists, and at least one of the panelists shall be a representative from a different Division. The HRO may choose a fourth (4th) one (1) panel member from outside the District employ who possesses expertise in the area of the vacant position. The HRO shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and rating criteria. A representative of the HRO will facilitate the interview process, however, that person will not be a member of the panel. The panel interview panel score, scores will be based on a 100-point scale, will be combined with the screening panel score, if applicable, in accordance with the weighting identified in the vacancy announcement. In no event will the interview score be weighted less than 20% of the total score.~~

~~D.C. \_\_\_\_\_ Hiring Interviews - As a result of the combined scores, the Hiring Manager in the presence of the HRO will interview the top five (five) eight (8) applicants. In open recruitments, the Hiring Manager will interview all qualified District employees bargaining unit applicants who meet the minimum qualifications. The HRO shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and ratings scoring criteria. The Hiring Manager shall ask the predetermined interview questions of every candidate applicant and evaluate the candidates applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager may pursue further lines of inquiry, which will draw out further information about the candidate's applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager shall score each candidate applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each candidate applicant with the HRO or designee. At the conclusion of all the interviews, the Hiring Manager shall forward his/her scoring sheets, notes and recommendation of the selected candidate applicant to fill the vacancy to the HRO or designee. The hiring recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain~~



of command to the EO for approval. ~~Any determination not to approve a Hiring Manager's recommendation shall be in writing.~~ If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.

D. Additional Steps – Subsequent to Step C (Hiring Interview), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

E. In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the ~~candidate~~applicant who has the next highest final score through the appropriate levels of management for approval by the EO.

F. After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide ~~each~~the unsuccessful ~~candidate~~applicant with reasons for his or her rejection. These reasons shall be constructive and specific.

G. In the event there are tied scores at the ~~twelfth and eighth or fifth~~ positions as a result of the procedures identified in ~~Step~~Steps A or-B respectively and C above, respectively, each ~~employee~~applicant at the tied positions shall proceed to the next steps in the process.

H. For more than one vacancy, one additional applicant for each additional vacancy will be added to each of the selection processes ~~Steps B, C and D~~ above.

I. If ~~there is~~ a vacancy ~~occurs~~ in the same classification ~~during a current recruitment or within 18 months from the start date of the selected applicant~~, the District shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interview). If the applicant has completed Step C (Hiring Interview), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant pool of selected for the most recent original recruitment to fill the subsequent vacancy.

J. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in

the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.

- K. If there are ~~two (2)~~six (6) or ~~less~~fewer bargaining unit ~~candidates~~applicants who meet the minimum qualifications in the applicant pool, the bargaining unit ~~candidates~~applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to utilize these procedures or any ~~other selection procedures deemed appropriate by the HRO with the concurrence of the Hiring Manager.~~ procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

Allegations of discrimination under this Article cannot be grieved.

## **ARTICLE XX      TERM OF AGREEMENT**

~~The District and the Association agree that the term of this Agreement shall commence July 1, 2017 and expire at midnight on June 30, 2020.~~ The District and the Association agree that the term of this Agreement shall commence July 1, 2017 and expire at midnight on June 30, 202019. No less than ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

~~No less than six months before the expiration of this agreement, the parties may, by mutual agreement, extend the term of this Agreement for one additional year. If the parties agree to such an extension, the salary, transit subsidies, and the benefit allowance provisions shall also be applied for one additional year, and the respective amounts shall be adjusted accordingly.~~

# **MEMORANDUM OF UNDERSTANDING**

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District  
Employees' Association, Inc.

July 1, 2017 to June 30, 2020

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June  
18, 2014, August 2, 2017, and July 31, 2019)

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**ARTICLE I PARTIES**

**SECTION 1.01 DESIGNATION**

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “BAAQMD”, “District”, or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “BAAQMD EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

**SECTION 1.02 NOTIFICATION**

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the District  
Executive Officer (EO)  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109  
for the Association

(personal service)  
President (or Designee)

(U.S. Mail)  
President (or Designee)

BAAQMD Employees’ Association, Inc.  
939 Ellis Street  
San Francisco, CA 94109

BAAQMD Employees’ Association, Inc  
P.O. Box 420434  
San Francisco, CA 94109

**ARTICLE II RECOGNITION, COVERAGE AND EXCLUSIVE REPRESENTATION**

**SECTION 2.01 RECOGNITION**

The Bay Area Air Quality Management District (District) has recognized the Bay Area Air Quality Management District Employees’ Association, Inc. as the representative of the employees in the Technical/General representation unit and the Professional Employees’ representation unit for all matters of employer-employee relations. (Hereinafter the term Association will apply to either or both units as applicable and appropriate.)

**SECTION 2.02 COVERAGE OF EMPLOYEES**

1. The classifications within each unit are listed in the Appendix A. For the purpose of this Memorandum of Understanding, the classification system which is adopted by the Board of Directors and maintained by the Human Resources Section is the source for determination of unit representation.



2. The District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

#### SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The District agrees that during the term this Memorandum of Understanding is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this Memorandum.

#### SECTION 2.04 AGENCY SHOP / MAINTENANCE OF MEMBERSHIP

Each employee covered by this Agreement except supervisory employees shall, as a condition of continued employment, within thirty (30) days of first employment at the District, or for a supervisor who does not already pay association dues, effective July 1, 2010, either 1) become and remain a member in good standing of the Association, or 2) commence and continue to make payment(s) of an amount equivalent to the Association's periodic dues to the Association as a service fee for Association representation, except such amount shall not exceed that amount as outlined by or required by law having to do with the subject of non-member fees paid to unions for representation.

#### SECTION 2.05 RELIGIOUS EXEMPTION

No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations, or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501 (c)(3) of the Internal Revenue Code (IRC).

#### SECTION 2.06 DUES/FEES DEDUCTIONS

The parties agree that the District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The District shall deduct dues and initiation fees (or agency fees or charitable contributions in lieu of Association dues and initiation fees) from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association. Such remittance will contain an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the District in writing the current rate of membership dues and agency fees. The District shall put into effect any new, changed, or discontinued

deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

**SECTION 2.07 INDEMNIFICATION**

The Association will defend, indemnify, and hold harmless the District from any loss, liability, or cause of action arising out of the operation of this Article. The indemnity obligation is more fully set forth as follows. Upon commencement of any such legal action, the District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the District shall not diminish the Association's indemnification obligations under this agreement.

The District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

**ARTICLE III RIGHTS AND OBLIGATIONS**

**SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the District's policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation. This Section is not subject to the Grievance Procedure of this Document.

**SECTION 3.02 EMPLOYEE RIGHTS**

1. The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
  - A. Form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
  - B. Refuse to join or participate in the activities of any employee organizations.
2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.

3. The District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.
5. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.
6. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association pursuant to this Article.

#### SECTION 3.03 PHYSICAL EXAMINATION

The District may require a physical examination or a personal statement of good health after an employment offer has been made.

#### SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

The provisions of Division III, Section 3.6 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association. This section is excluded from the grievance procedure.

#### SECTION 3.05 EMPLOYEES' TIME OFF TO VOTE

The provisions of Division III, Section 3.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

#### SECTION 3.06 DRUG-FREE WORKPLACE

The provisions of Division III, Section 3.8 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

#### SECTION 3.07 SAFETY

The provisions of Division III, Section 3.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.08            WORKPLACE VIOLENCE

The provisions of Division III, Section 3.10 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.09            SMOKE-FREE WORK SITE

The provisions of Division III, Section 3.11 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 3.10            ASSOCIATION RIGHTS

Nothing contained in this Memorandum of Understanding shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the Meyers-Milias-Brown Act (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11            MANAGEMENT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- a. Determine the mission of its constituent departments, boards, and committees.
- b. Set standards of service.
- c. Determine the procedures and standards of selections for employment and promotion.
- d. Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- e. Maintain the efficiency of governmental operations and exercise complete control and discretion over its organization and the technology of performing its work.
- f. Determine the methods, means, and personnel by which government operations are to be conducted.
- g. Determine the content of job classifications.
- h. Take all necessary actions to carry out its mission in emergencies.

The District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this agreement.

The provisions of this Article do not absolve the District or District Management from their obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

### SECTION 3.12 SURVEILLANCE CAMERAS

1. Surveillance cameras shall not be installed to monitor non-public areas of District facilities occupied by employees except as follows: one in the elevator foyer of every floor (none on roof); one in the back staircase of the 2<sup>nd</sup> and 6<sup>th</sup> floors; one aimed at each of the access points to the garages; one in the hallway on the 7<sup>th</sup> floor, southeast quadrant; two in the hallway on the 6<sup>th</sup> floor, southwest quadrant; two in the basement lobby; and two in the main lobby.
2. The District shall not use surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
3. Information obtained through the security use of surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except in the event those records constitute evidence of a criminal act. Provided, however, the Grievant, or Arbitrator permits the Grievant, District, Association, and Arbitrator to review and refer to records from security cameras and related equipment to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action. The District, upon request of the Grievant, shall provide copies of the records within five working days. Further, the District shall not review records from security cameras and related equipment for the purpose of investigating and/or evaluating employee conduct at work. To ensure compliance with the terms of this agreement, all security records from surveillance cameras and related equipment shall only be available for review by the Director of Administration or his/her designee, except as provided herein.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### SECTION 4.01 DEFINITION OF A GRIEVANCE

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this Memorandum of Understanding, or any disputed disciplinary action against an employee or employees covered by this MOU.

### SECTION 4.02 ASSOCIATION AS THE GRIEVANT

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Human Resources Officer (HRO). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The HRO shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a

grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

#### SECTION 4.03 TIME LIMITS

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.
2. At each step District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to the grievance in writing. In the event that the District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.
3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.

#### SECTION 4.04 REPRESENTATION

The Association may represent the employee(s) at any stage of the process contained herein.

#### SECTION 4.05 PROCEDURE

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with his or her immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRO. The HRO shall either process the grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or HRO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a

copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

#### **STEP 3A - REQUEST FOR MEDIATION**

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

#### **SECTION 4.06 DISCIPLINARY DISPUTES**

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

#### **SECTION 4.07 MOU DISPUTES**

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

#### **SECTION 4.08 REQUEST FOR ARBITRATION**

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

#### **SECTION 4.09 SELECTION OF AN ARBITRATOR**

The District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

**SECTION 4.10 DECISION OF THE ARBITRATOR**

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

**SECTION 4.11 FEES AND EXPENSES**

The fees of the arbitrator and related expenses shall be shared equally by the District and the grievant.

**SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION**

The limitations on the arbitrator's authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

**ARTICLE V DISCIPLINARY PROCEDURE**

**SECTION 5.01 PROGRESSIVE DISCIPLINE**

In order to maintain the orderly and efficient operation of the District, it may be necessary for District Management to impose discipline on an employee who violates work instructions or District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal verbal reprimand, (b) formal written reprimand, (c) warning and one-day suspension, (d) extended suspension and (e) dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this Memorandum of Understanding. An employee may provide a written response to any written disciplinary action taken against that employee.



## SECTION 5.02            GROUNDS FOR DISCIPLINE

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing appointment.
2. Incompetence.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public or other employees.
12. Political activity prohibited by state or federal law.
13. Engaging in sexual harassment of another employee or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the District or his/her employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

## SECTION 5.03            REPRIMANDS

1. The initial step in the imposition of discipline is normally a verbal reprimand. When delivering the reprimand, the supervisor shall identify the action(s) which the employee should take to correct the basis for the reprimand. A verbal reprimand is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a written reprimand or beyond.
2. If, after receiving a verbal reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the same violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the verbal reprimand, the employee's immediate supervisor may either: (i) repeat the verbal reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the section manager to issue a formal written reprimand.
3. A written reprimand shall document all previously delivered verbal reprimands, shall state the basis for such verbal reprimand(s) and shall specify the action(s) which the employee should take to correct the basis for the formal written reprimand and the possible

consequences of a failure by the employee to take such corrective action. A written reprimand is a formal disciplinary measure and is entered in the employee's personnel record.

- A. If, after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the written reprimand(s), the employee's section manager may either: (i) repeat the formal written reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the division director to issue a formal written warning and one-day suspension without pay.
  - B. An employee may appeal a written reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a written reprimand in writing and to have that response attached to the reprimand in the personnel file.
  - C. If an employee does not receive any discipline more severe than a verbal reprimand for a period of 18 months then all previous written reprimands will be sealed. However, for just cause, the District may open the employee's sealed reprimand file and use any of the contents contained therein on an as needed basis. If the sealed reprimand is opened the employee shall be notified in writing within five (5) working days. The notification shall include the reason for such action.
4. Notwithstanding paragraphs 1-3 of this section, the District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the recommended progressive discipline steps.

#### SECTION 5.04 WARNING AND ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the written reprimand, the employee's division director may impose a warning and suspend the employee without pay for a full working day. The imposition of the warning and one-day suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A Warning and One Day Suspension may not be grieved or appealed.

#### SECTION 5.05 EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a warning and being placed on a one-day suspension without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction,

policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a warning and placed on a one-day suspension without pay, the EO may suspend the employee from work without pay for a period of up to two weeks. Prior to placing an employee on an extended suspension without pay, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective.

2. An employee who is to be placed on an extended suspension from work without pay will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective. This meeting with the EO should take place as soon as possible, and in no event more than five (5) working days after the recommendation for suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the suspension, the EO shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to impose a suspension from work without pay, the suspension shall begin on the day after the EO's written decision is served on the employee, and all written documentation pertaining to the suspension will be entered in the employee's personnel record.
3. Employees who are placed on an extended suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO may place an employee guilty of serious misconduct on extended suspension. In such case, the EO shall follow the procedure set forth in 2 above.

#### SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being suspended from work without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO may dismiss the employee from employment with the District. Prior to the dismissal of an employee from employment with the District, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary

action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective.

2. An employee who is to be dismissed from employment with the District will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to dismiss the employee from employment with the District, the dismissal shall be effective on the day on which the EO's written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the Director's recommendation that he/she be dismissed from employment. In that event, he/she shall remain on administrative leave with pay until such time as he/she is either directed to return to work or until the date the EO's written decision is mailed to the employee.
3. After the EO takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered in the employee's personnel record.

#### SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration administrative leave with pay.

Pursuant to Section 3.11(d), the District has the right to relieve employees from duty for legitimate reasons. Accordingly, the District may place employees on paid administrative leave during the course of investigations that may lead to disciplinary action. Provided, however, that the period of administrative leave in any given instance shall not exceed the timely reasonably necessary to conclude the investigation.

The District reserves the right to direct employees not to enter and/or access District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, District managers may approve a request from an employee who is

placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the District causing a monetary loss to the employee shall be reimbursed by the District to the full amount. The employee shall submit to the District verification of the monetary loss and the District shall fully reimburse the employee within ten working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

## **ARTICLE VI CLASSIFICATION STUDIES**

1. Up to 6 classifications will be reviewed in each of the remaining years of the current MOU. The EA and the District will each select up to three classification series.
2. Bargaining unit positions in selected job classifications will be audited to determine whether the positions are correctly classified.
3. Job classification descriptions will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. No bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the job classification description assigned to their position, or a compensation analysis.
6. In the event that a compensation analysis conducted pursuant to this Side Letter of Agreement indicates that an adjustment to pay rates is warranted, the Human Resources Officer shall prepare a report and recommendation for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, job classification description reviews, and compensation analyses conducted pursuant to this Side Letter of Agreement shall be performed by an external consulting firm mutually agreed upon by the parties.
8. The cost of any work performed pursuant to #7 shall be borne equally by the District and the Association, except that the Association's costs for such work shall not exceed \$15,000 per year.
9. However, neither party is required to designate classes in any year.
10. Aside mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.

## **ARTICLE VII**

## **SALARIES**

### **SECTION 7.01 SALARIES**

The following changes to unit wages or salaries shall be made effective as identified below:

Effective July 1, 2017, wages and salaries of unit employees shall be increased by 2.7 percent (2.7%). Effective July 1, 2018, wages and salaries of unit employees shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wage and salaries in effect on the preceding June 30. The minimum increase shall be one percent (1%) and the maximum increase shall be three and one half percent (3.5%). Effective at the beginning of the pay period upon ratification by both parties, wages and salaries of the unit employees shall be increased by four percent (4.0%).

### **SECTION 7.02 SALARY STEPS**

1. There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
2. Unless special conditions warrant otherwise, an employee promoted to a higher position will receive the minimum salary for the higher position nearest a 5% increase (not less than 4.9%) above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a position is reclassified, a competitive recruitment will occur and the salary placement of the selected employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.
5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through the initial probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of his/her initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.

7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to a position in the formerly held classification and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

#### SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall "meets standard" rating. For purposes of this section, a delayed performance evaluation exceeding 30 calendar days shall cause the employee's performance evaluation to be an overall "meets standard" rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee's anniversary date falls.

#### SECTION 7.04 DETERMINATION OF SALARY RATES

1. **ORIGINAL APPOINTMENTS:** Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. **LIMITED-TERM EMPLOYMENT:** Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular District employee is re-hired as a limited-term employee for the same classification in which he/she held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the District pursuant to 7.04.1 above.

#### SECTION 7.05 Y-RATING

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors.

SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime will be compensated an additional \$1.00 per hour for hour worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

SECTION 7.07 SHIFT DIFFERENTIAL PAY

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flex time or compressed schedule shall not be considered shift differential hours.

SECTION 7.08 STANDBY DUTY/CALL BACK

1. STANDBY DUTY

- A. Standby duty shall be defined as that circumstance when an employee assigned by the District to:
  - (1) Be ready to respond immediately to a call for services;
  - (2) Be readily available at all hours by telephone, pager or other agreed upon communication equipment; and
  - (3) Refrain from activities which might impair his/her assigned duties upon call.
- B. With the approval of the EO, a manager may request volunteers or, if needed, assign an employee or employees to standby duty.
- C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the District to perform the duty. An employee assigned standby duty shall be paid \$5.00 per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off for each twelve (12) hours. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the District less any regular or overtime hours.
- D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. A bargaining unit employee who is called back to work while on standby or after he/she has worked the scheduled shift and has departed from the place of employment shall be compensated with overtime for the time worked, either in cash or compensating time off (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.



- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.
- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

- 1. Mandatory deductions include but not be limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- 2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the District.

SECTION 7.10 PAY PERIOD AND PAYDAY

- 1. The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If payday falls on a holiday, warrants will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
- 2. The District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.
- 3. The District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No said changes will be made unless parties to this MOU agree to such changes.

SECTION 7.11 FINAL PAYMENTS

- 1. SALARY. Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- 2. ACCRUED ANNUAL LEAVE. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- 3. ACCRUED SICK LEAVE. Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.

4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

#### SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under "Report of EO".
5. Requests for salary advance must be received by the HRO at least one (1) week prior to the date of requested distribution for which the advance is requested.
6. Requests are subject to the approval of the HRO.

#### SECTION 7.13 ACTING ASSIGNMENTS

1. When an employee is assigned in writing by his/her Division Director to perform all of the day-to-day duties of a position in a higher District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive "Acting Pay" from the first day of such assignment until the end of the assignment not less than 40 hours.
2. The rate for "Acting Pay" shall be determined by Section 7.02.2 of this MOU.
3. Acting assignments shall not be for less than forty (40) hours.
4. It is expressly understood that acting assignments do not constitute an appointment to a different position and have no effect on the employee's representation status and/or terms and conditions of employment other than the duties performed by the employee and the "Acting Pay" received by the employee during the period of the acting assignment.
5. An acting assignment for a vacant position may only be used to backfill the position during the recruitment process to fill the vacancy.
6. An employee may decline acting assignments. An employee who has accepted an acting assignment may decline to continue the acting assignment with five (5) working days

advance written notice to his/her Division Director. A Division Director may discontinue an acting assignment at any time with written notice to the employee.

#### SECTION 7.14 SPECIAL PAY AND ALLOWANCES

1. **BILINGUAL PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the Division Director, shall receive bilingual pay in the amount of \$30 per pay period provided the employee utilizes the bilingual skills as described above for ten (10) or more hours per pay period. The compensation shall be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-San Jose based on the previous year's CPI-W on each July 1, as reported by the Bureau of Labor Statistics, U.S. Department of Labor.
2. **PER DIEM.** Employees who travel away from the District for training or other work assignments that extend for more than one day shall be reimbursed for reasonable expenses provided that receipts are submitted for such expenses. The employee should submit a detailed expense report within 7 days of the travel, including receipts for other expenses (e.g. travel and lodging).
3. **HAZARD PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to 1) climb to the sampling point of stacks, storage tanks or any structure at a height of 30 feet or more 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness 3) perform confined space entries or 4) climb to a height of 30 feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and one-half percent (2½%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The District as a condition of employment in positions requiring the above duties.

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard pay shall be considered part of the regular rate for the purpose of computing overtime.

#### SECTION 7.15 LONGEVITY INCENTIVE

Upon ratification in May, 2002, the District shall provide a Longevity Incentive payment of \$325 to each unit member.

### **ARTICLE VIII EMPLOYMENT AND MERIT INCREASES**

#### SECTION 8.01 POLICY

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or of receiving any future salary benefits.

## SECTION 8.02 DEFINITIONS

1. **Original Date of Hire:** The date of hire into a regular position with the District in an unbroken period of employment that includes the most recent employment with the District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. **Adjusted Hire Date:** The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. **Salary Anniversary Date:** The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.
4. **Adjusted Anniversary Date:** The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on Workers' Compensation shall not be considered absent from service.

## SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the District, 50% of their regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

## SECTION 8.04 PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will

normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.

4. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.
5. A performance evaluation that includes an overall rating of needs improvement or unsatisfactory must include an attached plan for improvement.

#### **SECTION 8.05 PROBATIONARY PERIOD**

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.
3. During any probationary period, no employee shall be demoted or terminated in violation of the District's Equal Employment Opportunity policy.

### **ARTICLE IX HOURS OF WORK**

#### **SECTION 9.01 HOURS OF WORK**

##### **1. WORKWEEK**

- A. **NORMAL WORKWEEK.** A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8 ½) hour period from 8:30 A.M. to 5:00 P.M., normally with one-half (1/2) hour for meals.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek and/or workday can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.
- C. **TELECOMMUTING.** With the approval of Management, an employee's normal workweek may be modified to allow for telecommuting. The employee and his/her

supervisor will agree on core days and hours during which the employee can be reached by phone and these will remain constant from week to week, unless modified by agreement with the supervisor. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet the District goals. Telecommuters shall be present at least three (3) days per week in the District office. Exceptions may be granted in extraordinary situations. With the approval of Management and his/her supervisor, the District will allow non-scheduled telecommuting on Spare-the-Air days.

- D. PART-TIME WORK: An employee may request a regular part-time work schedule of fewer than 80 hours per pay period. Approval shall be at the discretion of the Division Director and the EO on a fiscal year basis considering business needs of the District. The part-time schedule may be rescinded by the EO with a 30-day notice to the affected employee for business needs or for unsatisfactory employee performance.
2. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.
  3. When a situation arises in which a represented employee is unable to work his or her regular hours on a particular day, upon the approval of his or her supervisor, the employee may make up the time missed. The makeup time shall occur during the same pay period. The total hours worked, including makeup time, shall not exceed forty (40) hours during any work week and shall not exceed ten (10) hours on any one day.
  4. When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid: for the hours representing the agency at, and travel time to and from, meetings or conferences; for the hours at, and travel time to and from, a class; or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment. With the approval of the employee's supervisor, an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.
  5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned work day, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time the employee must receive concurrence from his/her immediate supervisor and authorization from his/her manager. If the employee is authorized to make-up time, the employee must make-up the time in the same pay week in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.
  6. With the approval of Management, an employee may make up work time that is lost as a personal or job-related obligation within the same workweek in which the work time is lost. Make up may not be counted towards computing the total number of hours worked in a day

for purposes of the overtime requirement specified in this MOU. The schedule according to which any such time will be made up will be established in consultation with the employee's supervisor.

#### SECTION 9.02 MEAL PERIOD AND REST PERIOD

1. Lunch period of one-half (1/2) hour is to be taken as assigned by the employee's manager, normally it will be taken between 12:00 P.M. and 1:00 P.M.
2. Rest period of one-quarter (1/4) hour each is normally taken in mid-morning and mid-afternoon.
3. Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine his/her two 15-minute breaks with his/her lunch period or to take one 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine his/her lunch and break periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one (1) hour lunch and two 15-minute breaks, then the employee shall take one 15-minute break midmorning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to his/her primary lunch option. The District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

#### SECTION 9.03 ATTENDANCE

1. An employee's supervisor will be responsible for keeping the daily attendance record of each employee.
2. A bargaining unit employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's manager, the employee may be allowed to make-up time providing the time made-up does not put the employee in an overtime status, use appropriate paid leave in accordance with this agreement, or may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the District within the first hour of the workday unless an emergency prevents such reporting.
  - A. Failure to report may result in loss of pay for the period of absences from work.

- B. An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

#### SECTION 9.04 OVERTIME

The District will avoid the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

A notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered “scheduled” overtime. An assignment given less than 24 hours in advance will be considered an “unscheduled” assignment for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. **AUTHORIZATION.** Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for a represented employee are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times base hourly rate. For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.



2. **CALL-BACK.** Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.
3. **TRAVEL TIME.** For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.
4. **DISTRIBUTION OF OVERTIME.** Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
  - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
  - B. When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
  - C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
  - D. All overtime assignments will be made with due consideration for employee hardship.
  - E. Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
  - F. The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
  - G. Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
5. **DISTRIBUTION OF CALL-BACK.** Call-back will be distributed in the following manner:
  - A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.

- B. If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
  - C. If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
  - D. The District maintains the option to deviate from this procedure based upon immediate need.
6. All represented employees who are authorized and work overtime shall be compensated at the rate of one and one-half times their base hourly rate of pay for all time worked over their normally scheduled work day. Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensation time is 120 hours as of the end of the calendar year. At the end of the calendar year, the District will pay the employee all compensation time in excess of 120 hours at the current hourly rate. An employee may cash out up to the full amount (240 hours) at the end of the calendar year.
  7. Employees required to work a designated holiday shall receive overtime pay equal to two times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (Section 12.07), except that for New Year's Day, Independence Day, and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.
  8. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor.

**ARTICLE X            REDUCTION IN FORCE**

**SECTION 10.01        PROCEDURE / BUMPING, LAY-OFF AND RECALL**

1. **SENIORITY.** For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the District work force: District employment seniority, seniority within a class series and seniority within a specific job classification. District employment seniority is the seniority gained based on overall employment with the District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.
2. **LAYOFFS/REDUCTIONS IN WORK FORCE**

- A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall District employment seniority.
- B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
- C. The District will give an employee at least 30 days written notice prior to the effective layoff date.
- D. The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.

### 3. BUMPING

A. **DEFINITION.** Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or District-wide, as set forth in subsection (C) (2) below. Normally, bumping will occur in the context of a reduction in the District work force, when the position of an employee with sufficient overall employment seniority with the District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the District, such that it is necessary to displace existing employees to equal or lower paying job classifications involving new or different duties.

#### B. GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

- (1) When any employee who has held a given job classification for less than 4 years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than 4 years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.

- (3) When two or more employees have the same amount of seniority in a given job classification and one must be bumped, the employee with the least overall District employment seniority is the one who will be bumped. When two employees have the same amount of overall District employment seniority and one must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
  - (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one employee has been bumped, that employee with the highest applicable seniority in accordance with rule (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule (1) above will be automatically promoted to the intermediate paying classification.
  - (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.
  - (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
  - (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the District necessitate that the employee be displaced from his or her current job classification. The District will give an employee at least 30 days written notice prior to the effective date of any bumping. The District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.
- C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.
- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the

District, management shall solicit volunteers to move to that job classification. If more than one employee in a job classification volunteers to be bumped, the volunteer with the greatest overall District employment seniority is the one who will be bumped.

- (2) An employee can never bump back to a higher paying position which that employee previously held in the District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
- (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
- (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the District.
- (5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (8) "A" bumps to a lower paying job classification in a class series anywhere in the District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four criteria shall bump to the highest paying of the available positions.

#### D. RECALL

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the District by certified mail return receipt requested) of a classification opening by notifying the District of their intent to return within 10 working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.
- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.
- (4) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (5) A change in job title shall not affect an employee's recall rights.

#### **ARTICLE XI           FRINGE BENEFITS**

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

#### **SECTION 11.01           HEALTH INSURANCE**

The District shall make available health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the health insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.02 DENTAL INSURANCE

The District shall make available dental insurance coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the dental insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.03 VISION CARE

The District shall make available Vision coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resource Section. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.04 LIFE INSURANCE

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2014 becomes unavailable, the District and the Association shall immediately meet and confer to mutual agreement in order to select a comparable value plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The District shall provide Long Term Disability Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

At a minimum, the District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the District and are re-hired by the District at a later date and subsequently retire from the District.

3. Employees Hired on and after July 1, 2010

- A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of District contribution, and in compliance with the provisions of the Medicare program.

The percentage of District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

<u>Credited Years Of Service</u>	<u>Percentage of District Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the District after July 1, 2010.

- B. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit ('air time').
- C. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.
- D. Notwithstanding subsection A, for employees hired by the District on and after July 1, 2010, and who retire for disability with less than 10 years of credited service, the contribution payable by the District shall be 50 percent of the maximum fringe benefit allowance received at the time of retirement.

4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the District's Board of Directors.

- 5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant



fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

#### SECTION 11.07 PREMIUM REQUIREMENTS

1. Effective July 1, 2017, the District will provide a cafeteria plan for fringe benefits with a fringe benefit allowance (FBA) for payment of premiums for health, dental, vision, and additional life insurance coverage.
  - A. For employees hired before July 1, 2017, the FBA will be equal to \$1763.70. Cafeteria Plan - Each pre-July 1, 2017 employee who uses less than the full amount of the FBA shall be eligible to receive cash payments of the unused portion. Such payments shall not exceed \$100-per month.
  - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below. Employees hired on or after July 1, 2017 are not eligible to receive cash payments of any unused portion of the FBA.
2. Effective January 1, 2018, the District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision, and additional life insurance coverage. The District will no longer provide cash payments of the unused portion of the FBA. In recognition of the termination of this benefit all unit members will receive a one-time adjustment to base wage of one percent (1%).
  - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below or \$1763.70, whichever amount is greater.
  - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 3 below.
3. Tiered Benefit Plan - Beginning January 1, 2018 the District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
  - A. Employee (EE) only – 100% of Kaiser HMO premium for single plus 100% of dental and vision premiums for Employee Only Plan.
  - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
  - C. Employee + Family – 90% of Kaiser HMO premium for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.

4. For those employees who do not enroll in a health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.
5. Effective January 1, 2018, each employee who uses less than the full amount of the FBA shall receive a one-time payment equal to the annualized value of cash payment (AVCP) less 1% of the employee's salary as of December 31, 2017, where AVCP is equal to \$1200 or the projected unused portion of FBA for the calendar year of 2018, whichever amount is less.

SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay. State Disability Insurance and Family Temporary Disability Insurance are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The District is not responsible for benefit levels, the duration of benefits, or the eligibility of District employees for benefits.

SECTION 11.09 WORKERS' COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the District's workers' compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.
4. If the length of the work-related absence qualifies the injured worker for temporary
5. disability benefits from the District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of his/her wages when combined with any temporary disability payments from the District workers' compensation insurance carrier.
6. These provisions will only apply once per injury as determined by the District's Workers' Compensation Insurance carrier.
7. In the event that the District's workers' compensation insurance carrier does not accept the workers' compensation claim, the District is entitled to recover the amount of any benefits or time paid under this section. The District and the employee will develop a repayment plan.

The employee may surrender sick leave, annual leave, floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one year from the denial of the claim. Any period longer than one year must be agreed upon by both parties due to extenuating circumstances.

#### SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as ‘classic members’ as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The District amended the PERS contract to implement the “2.0% at age 55 formula” effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of PEPRA which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall immediately reopen negotiations concerning such provisions and shall bargain this provision in accordance with MMBA requirements.

##### 1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

##### 2. EMPLOYEE CONTRIBUTIONS

- A. Effective July 1, 2013, the “classic employees” shall pay the entire 7% mandatory employee contribution to CalPERS.
- B. Employees who are not considered “classic employees” by CalPERS shall pay 50% of normal cost as required in the California Public Employees’ Pension Reform Act (PEPRA) – AB340.
- C. The charges, if any, shall not reduce the employees’ pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code to ensure that the tax benefit provided by that section is made available to employees.

#### SECTION 11.11 CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

#### SECTION 11.12 EMPLOYEE ASSISTANCE PROGRAM

The District shall offer an employee assistance program to employees and members of their household. The Employee Assistance Program provides limited professional, confidential counseling service at no cost to the employee.

#### SECTION 11.13 TRANSIT SUBSIDY

1. Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, fulltime District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
2. Effective July 1, 2017, the District will provide a transit subsidy, up to a maximum amount of \$255.00 per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the District. The transit subsidy will be made available to eligible District employees on a designated day prior to the beginning of each month. The District reserves the right to use other methods deemed more efficient for the District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on a District-wide basis at any time. For stated reasons provided in writing to the employee, the District may audit an individual employee and require the employee to provide a written explanation of his or her use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.
6. If an employee chooses to change her or his subsidy, he or she must complete the necessary forms in a timely manner in order to receive her or his subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from a District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$6.00 per day (or \$3.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$3.00 per day (or \$1.50 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each

month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from a District facility shall be provided with parking at no cost, subject to availability.

8. Electric Vehicle: Effective July 1, 2002, an employee that uses an electrical vehicle to commute to and from a District facility shall be provided with parking and have access to a re-charging station at no cost, subject to availability.
9. Walking or Biking: District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$3.00 per day (or \$1.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.

#### SECTION 11.14 DEFERRED COMPENSATION

The District shall offer the opportunity to participate in Section 457 deferred compensation plans. These plans are designed to allow employees to invest a portion of salary that is tax deferred until such time as the employee withdraws the funds. The District will continue to provide at least two (2) vendors for its Deferred Compensation Program: Hartford and CalPERS, unless another vendor(s) is chosen by mutual agreement of the parties hereto.

#### SECTION 11.15 JOB-RELATED EDUCATIONAL PURSUITS

##### 1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year.
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRO. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the District (such as a Professional Engineer license).
- F. The District shall yearly apportion an amount up to \$15,000.00 to allow for reimbursements of up to \$1,500.00 per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.

## 2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the District.
- B. The District shall yearly apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$1,000.00 per employee for those employees who attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

## 3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job related degree.

- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:

1. Special retirement and disability benefits under PERS.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account, effective July 1, 2000. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year. The contribution amount increased to \$71.21 per month effective July 1, 2004 in accordance with this provision.
5. Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$10,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$10,000 has been distributed by the District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for District employees who elect to enroll in the PERS Long Term Care Program as paid for by the employee.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

The District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before

tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. The employee cannot recover any unused balance

#### SECTION 11.19 GUARANTEED RIDE HOME

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

### **ARTICLE XII LEAVE AND HOLIDAYS**

#### SECTION 12.01 ANNUAL LEAVE

1. An employee earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service.
2. An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten and up to twenty years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
7. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period.
8. Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
9. The maximum accumulation of annual leave is four hundred and sixty (460) working hours as of the end of the calendar year. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below four hundred and sixty (460) hours.
10. Use of annual leave of more than one hundred and sixty (160) hours must be scheduled and approved by the Executive Officer.



11. For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
12. For a permanent employee that was previously employed as either a limited-term employee or a temporary employee for more than 1000 hours: effective July 1, 2001 accumulated service shall be the combined service as a permanent employee and previous service as a limited-term employee or temporary employee, less the initial 1,000 hours. The District will not allow retroactive accrual prior to July 1, 2001.
13. If a payday falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the Human Resources Office.
14. Once per calendar year, an employee may exchange unused annual leave in excess of 200 hours, up to a maximum of 40 hours per calendar year, for the equivalent amount in wages. The request may not exceed forty (40) hours per fiscal year. Payment shall be made within 10 working days of the request.
15. An employee who is re-hired by the District as a permanent employee will accrue annual leave at the rate he/she was accruing at the time of separation.

#### SECTION 12.02 SICK LEAVE

1. **COVERAGE.** Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
  - A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
  - B. Exposure to contagious disease requiring quarantine.
  - C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an employee may petition the EO to use more than 80 hours of accrued sick leave per year to care for that immediate family member.
  - D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.
  - E. Appointments for dental, eye, and other medical examinations.
  - F. When an employee is required to be absent for purposes related to the adoption of a child to a maximum of 80 hours per calendar year, provided, however, an employee may petition the EO to use more than 80 hours of accrued sick leave per year for purposes

related to the adoption of a child. Examples may include but are not limited to: Appointments with adoption agencies, social workers, and attorneys; Court proceedings; Required travel; Any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. Adoptive parents who voluntarily choose to be absent from work to bond with an adoptive child may not use sick leave for this purpose. Employees must have at least 200 hours of sick leave before initially requesting sick leave for purposes related to the adoption of a child.

2. **ALLOWANCE.** Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave that may be accumulated. Employees are eligible to use sick leave as it is earned.
3. **COORDINATION WITH STATE DISABILITY INSURANCE.** At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. **JOB-RELATED INJURY.** Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
5. **HOLIDAY DURING A SICK LEAVE PERIOD.** If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
6. **BLOOD DONATIONS.** Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance by the employee's supervisor and consistent with District operating requirements.

#### SECTION 12.03      BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay, or
2. If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.

3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

The District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to his/her supervisor as soon as the obligation to attend military duty is known.

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.3.

SECTION 12.06 SUBPOENA AS A WITNESS

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness shall be allowed the time necessary to be absent from work without loss of regular pay.

SECTION 12.07 HOLIDAYS

1. The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Chavez' Birthday	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Columbus Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

2. Every day appointed by the President of the United States or Governor of California as a holiday.
3. Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.
4. Employees will be granted 36 hours of floating holidays per year. Except, an employee hired after January 1st and prior to June 1st will be allowed only 8 hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating

holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor.

5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other District employees shall be credited with 8 hours of floating holiday pay in-lieu of the scheduled holiday. The 8 hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

#### SECTION 12.08 BENEVOLENT LEAVE FUND

1. The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:
  - A. Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
  - B. To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
  - C. To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
  - D. Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
  - E. Leave may be donated to the fund regardless of whether there is a qualified recipient.
  - F. Leave may not be sold, bartered or traded to another employee under any circumstances.
  - G. Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.
2. In order to be a fund recipient, the following conditions apply:

- A. The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee's personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
  - B. Upon written request from the Association Board of Directors, the Human Resources Officer shall provide to the Association the amount of leave in the fund.
  - C. The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
  - D. The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
  - E. Written requests to use leave from the fund shall be submitted to the Human Resources Officer.
  - F. The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
  - G. If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.
3. Catastrophic illness of injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

**SECTION 12.09      TEMPORARY DISABILITY LEAVE**

The provisions of Division III, Section 11.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

**SECTION 12.10      FAMILY CARE LEAVE**

The provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference except as modified in 1 and 2 below:

- 1. Each full-time employee is entitled to a maximum of 480 hours of family care and medical leave during any 12-month period. The 12-month period begins on the first date

family care and medical leave is taken. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.

2. The family care and medical leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for 80 hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

No changes to said provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures that are within the scope of bargaining will be proposed to the District's Board of Directors by District Management without first obtaining the concurrence of the Association in writing of said proposed changes.

#### SECTION 12.11 PREGNANCY DISABILITY LEAVE

The provisions of Division III, Section 11.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

#### SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work 50% of his or her regularly scheduled assignment (i.e. 50% of the regular assignment of 40 hours in five (5) consecutive eight-hour days or 50% of 40 hours in four (4) consecutive 10-hour days).

#### SECTION 12.13 LEAVE WITHOUT PAY

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the EO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Article XI, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and

the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

#### SECTION 12.14 LEAVE OF ABSENCE

1. Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the EO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Article XI, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 11. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.
  - A. The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
  - B. Leave of absence does not confer any absolute right to return to position or employment.
  - C. Employee time in-grade for salary increase will be preserved, at the same level.
  - D. Accrued pension rights and pension time will be preserved.

### **ARTICLE XIII ASSOCIATION ACTIVITIES**

#### SECTION 13.01 COMMUNICATING WITH EMPLOYEES

1. The Association may use District internal mail. Any mail will be given to the Business Manager for routing.
2. The Association will use the right-hand third of the space on District bulletin boards for posting Association business announcements provided District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

#### SECTION 13.02 USE OF DISTRICT FACILITIES

1. The Association may use District meeting rooms provided they are available and there is no interruption of District work. The Association will submit its requests to the Business

Manager for the use of the rooms in advance. Meetings of the District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.

2. The Association may use the District's reproduction facilities at reasonable cost.
3. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of District business. The District will bill the Association monthly for costs incurred.
4. The District will provide the Association with office space providing there is available space.

#### SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

Two Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

#### SECTION 13.04 ASSOCIATION REPRESENTATIVES

1. The Association may, by written notice to the HRO, designate no more than seven (7) of its members to be stewards. If a change in Stewards occurs, notification shall be provided to the HRO within ten (10) working days of such change.
2. The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.
3. Representatives will be allowed to post Association notices on District bulletin boards.
4. Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with District Management personnel shall not count against the hours allotted. The President and Vice President each will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.
5. Any represented employee who has a grievance may request the assistance of a representative in preparing and presenting the grievance.
6. Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.



7. The Association negotiating team members (total of nine) will be allowed up to 40 hours off, with pay, per month for bargaining preparation when negotiations are in progress.
8. In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

## **ARTICLE XIV      AVAILABILITY OF DISTRICT DOCUMENTS**

### **SECTION 14.01      ADMINISTRATIVE CODE**

The District will continue to make available to the Association a copy of the Administrative Code.

### **SECTION 14.02      HEALTH INSURANCE PLANS**

The District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the Human Resources Section only.

### **SECTION 14.03      PERSONNEL FILES**

The District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the Human Resources Section.

## **ARTICLE XV                      PERSONNEL TRANSACTIONS AND RECORDS**

### **SECTION 15.01      HIRING AND INITIAL ORIENTATION**

The provisions of Division III, Section 12.1 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

### **SECTION 15.02      PERSONNEL AND MEDICAL FILES**

The provisions of Division III, Section 12.2 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

### **SECTION 15.03      EMPLOYMENT RECORD VERIFICATION**

The provisions of Division III, Section 12.3 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference.

Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

#### SECTION 15.04 CLASSIFICATION SYSTEM

The provisions of Division III, Section 12.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

#### SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

The provisions of Division III, Section 12.5 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

#### SECTION 15.06 PERSONNEL ACTION FORMS

The provisions of Division III, Section 12.6 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

### **ARTICLE XVI METHOD OF FILLING VACANCIES**

#### SECTION 16.01 PROCEDURES

1. **ANNOUNCEMENT PROCEDURE.** When a bargaining unit vacancy exists, the Human Resources Office (HRO) will prepare and distribute a position announcement for the vacancy. The announcement will be posted electronically. The position will be opened for at least 10 working days. The bargaining unit vacancy announcement will include the opening date, minimum qualifications required, and the selection procedures to be used to screen applicants.
2. **REVIEW OF JOB ASSIGNMENT(S) AND DESCRIPTION.** Prior to the opening of a vacancy, the Hiring Manager shall have the right to make job assignment changes within the classification of the vacant position prior to identifying the actual vacant position. The Hiring Manager must review the job description prior to the commencement of the recruitment process in order to select those duties and functions, which are the most relevant for the position to be filled. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.
3. **APPLICATION.** Applicants who wish to be considered for the position will submit a completed application form to the HRO on or before the filing deadline specified on the announcement.

4. **QUALIFICATIONS.** The qualifications include, but are not limited to, education, experience, knowledge, skills, abilities and other background factors, which are needed for each classification. The minimum qualifications will be specified in the position description form and included in the announcement. The HRO may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications.

The HRO shall determine if the applicants meet the minimum qualifications of the position. The HRO shall inform each applicant in writing if he/she does not meet the minimum qualifications for the position. The HRO may reject any application if the applicant does not possess the minimum qualifications required for the position, or for other justifiable reasons. The HRO shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and his/her rights to appeal the HRO's decision.

5. **VACANCY.** A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a leave of absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on sick leave, annual leave, bereavement leave, temporary disability including maternity leave, Family Care Leave, Workers' Compensation, leave without pay or any other circumstances determined by the EO.

6. **ORDER OF FILLING VACANCIES.**

- A. **FIRST PRIORITY.** Reinstatement from layoff, return from leave of absence granted for medical reasons. To fill a vacancy in the first priority category, the HRO will submit the names of all qualified applicants to the Hiring Manager.

- B. **SECOND PRIORITY.** For regular employees, transfer, promotion, or return from leave of absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be promotional or open. In the event the recruitment is open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

7. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing. The bargaining unit applicant shall have the right to appeal the HRO's decision. The bargaining unit applicant must submit a written notice of appeal to the HRO within five (5) working days from the receipt of the written notification of disqualification. The bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications. The HRO shall review the additional information with the Hiring Manager. The Hiring Manager shall have the final decision in determining whether or not a bargaining unit applicant meets the

minimum qualifications for the bargaining unit vacancy. If the Hiring Manager decides that the bargaining unit applicant meets the minimum qualifications, the bargaining unit applicant will be allowed to continue in the recruitment. If the Hiring Manager decides that the bargaining unit applicant fails to meet the minimum qualifications, the bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's decision, shall inform the bargaining unit applicant of the reason for his/her disqualification in writing.

8. **QUALIFIED APPLICANT POOL - PROCEDURE.** The following procedure shall be used to determine the qualified applicant pool. In an open recruitment, all bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A and B will not apply to those bargaining unit applicants. When there are eight (8) or fewer qualified applicants, Steps A and B will not apply.
  - A. **Application Screening Panel** - A panel of three (3) District employees chosen by and facilitated by the HRO shall screen those applicants who meet the minimum qualifications for the bargaining unit vacancy. The HRO will not be a member of the screening panel. The HRO shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager in consultation with the HRO shall establish the screening criteria. The screening criteria may include a practical test, a written examination, a review of the responses to the supplemental application question, and/or any combination of screening methods listed above deemed appropriate for the position by the Hiring Manager. The screening panel shall score the applicant consistent with predetermined scoring methodology. As a result of the screening, all applicants will be given a score based on a 100-point scale. If the Hiring Manager has opted for an examination, then the HRO shall administer the examination to all of the applicants under the same conditions. The HRO or the screening panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly.
  - B. **Panel Interviews** - A panel of three (3) District employees chosen by and facilitated by the HRO, giving due consideration to the necessities of the job being filled, shall interview the top twelve (12) applicants by score. The HRO shall ensure that all of the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that at least one of the panelists shall be a representative from the Division where the vacancy exists, and at least one of the panelists shall be a representative from a different Division. The HRO may choose one (1) panel member from outside the District who possesses expertise in the area of the vacant position. The HRO shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and rating criteria. A representative of the HRO will facilitate the interview process, however, that person will not be a member of the panel. The panel interview scores will be based on a 100-point scale.

- C. Hiring Interviews - As a result of the scores, the Hiring Manager in the presence of the HRO will interview the top eight (8) applicants. In open recruitments, the Hiring Manager will interview all bargaining unit applicants who meet the minimum qualifications. The HRO shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and scoring criteria. The Hiring Manager shall ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRO. At the conclusion of all the interviews, the Hiring Manager shall forward his/her scoring sheets, notes and recommendation of the selected applicant to fill the vacancy to the HRO. The hiring recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain of command to the EO for approval. If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.
- D. Additional Steps – Subsequent to Step C (Hiring Interview), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.
- E. In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the applicant who has the next highest final score through the appropriate levels of management for approval by the EO.
- F. After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide the unsuccessful applicant with reasons for his or her rejection. These reasons shall be constructive and specific.

- G. In the event there are tied scores at the twelfth and eighth positions as a result of the procedures identified in Steps A or B respectively above, respectively, each applicant at the tied positions shall proceed to the next steps in the process.
- H. For more than one vacancy, one additional applicant for each additional vacancy will be added to each of the selection processes above.
- I. If there is a vacancy in the same classification, the District shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interview). If the applicant has completed Step C (Hiring Interview), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant selected for the original recruitment.
- J. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- K. If there are six (6) or fewer bargaining unit applicants who meet the minimum qualifications in the applicant pool, the bargaining unit applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to utilize these procedures or any procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

Allegations of discrimination under this Article cannot be grieved.

#### SECTION 16.02 CONTRACTING OUT

The District shall not contract out or remove from the bargaining unit any District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the District's normal selection process could perform adequately, competently and in timely manner, except as follows:

- A. Concurrent with recruitment for one or more bargaining unit vacancies, the District may contract out for services normally performed by bargaining unit employees provided no more than 1,000 hours is contracted out per vacancy.
- B. In emergency situations contracting out for services normally performed by bargaining unit employees shall be permitted, providing no more than 1,000 hours is contracted out per contract employee.

- C. Contracting out of new functions not previously undertaken or covered by existing employees shall be permitted provided it is determined that the services cannot be adequately performed by bargaining unit employees.
- D. Non-bargaining unit employees (Temporary workers) employed by the District for the purpose of filling a bargaining unit position while a bargaining unit employee is on approved leave (i.e., not those instances where the temporary worker is filling a vacant position) need not be terminated for the duration of the approved leave.

**SECTION 16.03      INTERN PROGRAM**

The District operates a College Intern Program and High School Intern Program. In connection with these actions, the District and the EA agree that individuals appointed to College Intern or High School Intern classifications shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement.

**PART A: COLLEGE INTERNS**

1. The EA and the District shall mutually establish College Intern Program guidelines and College Intern classifications. The District shall have the right to determine where Interns are assigned. The District agrees Interns shall perform work consistent with the class specification only. The College Intern classifications shall be in place and in effect prior to the implementation of Part A.
2. The District has the right to determine the number of College Interns to use in this Program. The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.
3. The District has the right to determine each College Intern’s work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labors Standards Act (FLSA).
4. For each 4-week period (two pay periods), the District shall report to the EA in writing the names, duties, hours of work in that 4-week period, and cumulative hours of work for all College Interns in the calendar year. The District shall ensure that the EA President or designee is in receipt of this written report no later than 14 calendar days from the end of the preceding 4-week period.
5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly pay rate for Air Quality Intern shall be equivalent to that of step A of the entry level job classification of the specified series most closely related to the specific assignment.

**PART B: HIGH SCHOOL INTERNS**

1. The EA and the District have established the High School Intern Program guidelines and the High School Intern classification. The District shall have the right to determine where High School Interns are assigned. The District agrees High School Interns shall perform work consistent with the class specification only. The High School Intern classification shall be in place and in effect prior to the implementation of Part B.
2. The District has the right to determine the number of High School Interns to use in this Program. The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.
3. The District has the right to determine each High School Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs.
4. For each 4-week period (two pay periods), the District shall report to the EA in writing the names, duties, hours of work in that 4-week period, and cumulative hours of work for all High School Interns in the calendar year. The District shall ensure that the EA President or designee is in receipt of this written report no later than 14 calendar days from the end of the preceding 4-week period.
5. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

#### PART C: VIOLATIONS OF THIS AGREEMENT

1. If the EA believes this Side Letter is being violated, the President or designee shall request a meeting with the Human Resource Officer or designee to review concerns. The meeting shall be held within 5 calendar days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator's decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.



2. Upon termination of Part A and/or Part B, as a result of the arbitrator's decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.

#### PART D LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

#### PART E MISCELLANEOUS

1. The District shall pay to the EA an equivalent amount of dues, that the College Interns would have paid had they been EA members, as applicable under Section 2.06 of the MOU.
2. Except as provided in Section 16.02 of the MOU, all other temporary employees performing bargaining unit work shall be terminated for the duration of this agreement.
3. In the event that part A and or Part B are terminated the remaining provisions of this agreement remain in full force and effect.
4. Non-bargaining unit employees (Temporary workers) employed by the District for the purpose of filling a bargaining unit position (not a vacant position) while a bargaining unit employee is on approved leave need not be terminated for the duration of the approved leave.

#### SECTION 16.04 I-BOND PROGRAM

1. A category of limited term appointments shall be established to perform work necessitated by the I-Bond grant program, or to backfill vacancies created when District employees accept such limited term appointments.
  - A. "Limited Term" is defined as employment that is paid for by I-Bond funds and is not to exceed the duration of the I-Bond grant funding.
  - B. When I-Bond funding terminates, either for an individual position or the program, limited term appointments associated with that funding shall terminate. Employees in limited term positions are not subject to Article 10 of the collective bargaining agreement.

- C. Limited term employees shall be considered employees represented by the Bay Area Quality Management District Employees' Association, Inc.
  - D. Limited term employees shall be limited to non-supervisory positions.
  - E. This agreement is not intended to prohibit the District from hiring full-time regular employees for any purpose.
2. For I-Bond limited term appointments only, a separate promotional recruitment process may run concurrent with an open recruitment process.
    - A. The Association waives Article 16.01 Sections 8 A, B and C of the collective bargaining agreement for these I-Bond limited term appointments only.
    - B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.
  3. Regular full-time employees of the Bay Area Air Quality Management District who are hired into an I-Bond limited term position shall have the right to return to her/his regular full-time position when I-Bond funding terminates.
  4. Contract employees shall not be used for I-Bond projects after April 30, 2009 unless otherwise agreed to by the parties. The Association shall not unreasonably withhold agreement. Disputes regarding application of this provision will be subject to expedited binding arbitration, using a pre-determined list of arbitrators; selection from the list will be based on the first available arbitrator. The date of the arbitration shall not exceed 30 days from the date of request. Arbitration decisions pursuant to this provision will be issued at the conclusion of the arbitration hearing.

**ARTICLE XVII MEMORANDUM OF UNDERSTANDING**

**SECTION 17.01 ENTIRE AGREEMENT**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding supersede previous agreements between the parties.

This Memorandum of Understanding supersedes any and all other statements of policy or procedure established by this District through its Board of Directors insofar as such provisions relate directly to the matters specifically dealt with herein. Matters not the subject to bilateral agreement through this Memorandum of Understanding remain in full force and effect. Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established.

**SECTION 17.02 CONSISTENCY WITH ADMINISTRATIVE CODE**

To the extent that any provisions of said Policies and Procedures, which pertain to any subject within the scope of representation, are inconsistent with the terms of this Memorandum of Understanding, the terms of this Memorandum of Understanding shall prevail. During the term

of this Memorandum of Understanding, no new provision or amendment to said Policies and Procedures not in accord with this Memorandum or which directly affect wages, hours, terms or conditions of employment of employees covered by this Memorandum of Understanding shall be adopted and/or implemented by the District except upon written agreement with the Association following meet and confer with bargaining representatives.

**SECTION 17.03 SEVERABILITY**

It is understood that this Memorandum of Understanding is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

**SECTION 17.04 INTERIM BARGAINING**

Nothing contained in this Memorandum of Understanding, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

**ARTICLE XVIII INTERIM ADJUSTMENTS**

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association members shall be immediately incorporated into this MOU.

**ARTICLE XIX SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

**ARTICLE XX TERM OF AGREEMENT**

The District and the Association agree that the term of this Agreement shall commence July 1, 2017 and expire at midnight on June 30, 2020. No less than ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

**ARTICLE XXI SUBMISSION TO BOARD OF DIRECTORS**

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the District

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

For the BAAQMD Employees' Association, Inc.

\_\_\_\_\_  
Date

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## APPENDIX A: CLASSIFICATIONS

Accountant	Principal Air Quality Engineer
Accounting Assistant I/II	Principal Air Quality Specialist
Administrative Analyst	Principal Environmental Planner
Administrative Secretary	Programmer Analyst I/II
Advanced Projects Advisor	Public Information Officer I/II
Air Quality Case Settlement Specialist I/II	Radio Telephone Operator
Air Quality Chemist I/II	Radio Telephone Operator Supervisor
Air Quality Engineer I/II	Receptionist
Air Quality Inspector I/II	Research Analyst
Air Quality Instrument Specialist I/II	Secretary
Air Quality Laboratory Technician I/II	Senior Accounting Assistant
Air Quality Meteorologist I/II	Senior Advanced Projects Advisor
Air Quality Permit Technician I/II	Senior Air Quality Chemist
Air Quality Specialist I/II	Senior Air Quality Engineer
Air Quality Technical Assistant	Senior Air Quality Inspector
Air Quality Technician I/II	Senior Air Quality Instrument Specialist
Atmospheric Modeler	Senior Air Quality Meteorologist
Building Maintenance Mechanic	Senior Air Quality Permit Technician
Data Entry Operator	Senior Air Quality Technician
Database Specialist	Senior Air Quality Specialist
Deputy Clerk of the Boards	Senior Atmospheric Modeler
Environmental Planner I/II	Senior Environmental Planner
Facilities Maintenance Worker	Senior Public Information Officer
Facilities Services Supervisor	Statistician
Fiscal Services Coordinator	Supervising Air Quality Engineer
Legislative Analyst	Supervising Air Quality Inspector
Librarian	Supervising Air Quality Instrument Specialist
Mechanic I/II	Supervising Air Quality Meteorologist
Office Assistant I/II	Supervising Air Quality Specialist
Office Services Supervisor	Supervising Environmental Planner
Organization Development & Training Spec.	Supervising Public Information Officer
Permit Coordinator	Supervising Systems Analyst
Principal Accountant	Systems Analyst
Principal Air & Meteorological Monitoring Specialist	Systems Quality Assurance Specialist
Principal Air Quality Chemist	Toxicologist
	Web Master

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**Resolution No. 2019-10**

**A Resolution to Approve a Successor Memorandum of Understanding Between the Air District and the Bay Area Air Quality Management District Employees' Association**

WHEREAS, the current Memorandum of Understanding (MOU) between the Bay Area Air Quality Management District ("Air District") and the Bay Area Air Quality Management District Employees' Association ("Association") representing the Technical/General representation group and the Professional representation group (collectively, the "Representation Groups") was approved by the Board on August 2, 2017, by Resolution No. 2017-06 said MOU having an expiration date of June 30, 2019; and

WHEREAS, the Air District Board of Directors met and approved Resolution No. 2019-07 to approve salary adjustments to the management and confidential employee groups; and

WHEREAS, representatives of the Air District, as authorized by this Board, have met and conferred in good faith with representatives of the Association regarding salaries and other terms and conditions of employment for the Representation Groups; and

WHEREAS, the Air District and Association negotiators reached an Agreement for a new Memorandum of Understanding from July 1, 2019 through June 30, 2020; and

WHEREAS, the attached MOU reflects the changes agreed to by the Air District and the Association, and

WHEREAS, the Agreement as reflected in the attached MOU has been duly ratified by the membership of the Association;

NOW, THEREFORE, BE IT RESOLVED that the attached MOU between the Air District and the Association be, and is, hereby approved.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by the following vote of the Board:

AYES:

NOES:

ABSENT:

ATTEST:

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Katie Rice  
Chairperson of the Board of Directors

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Cindy Chavez  
Secretary of the Board of Directors

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES**  
Annually/Monthly/Bi-weekly/Hourly effective July 21, 2019

**ID-JDE MANAGEMENT**

**Per Employment Agreement**

1B101 Executive Officer/Air Pollution Control Officer	308114.82
	25676.24
	11850.57
	148.13

1B102 Counsel	307382.40
	25615.20
	11822.40
	147.78

**ID-JDE MANAGEMENT**

	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M101 Air Monitoring Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
3M102 Air Quality Engineering Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
3M103 Air Quality Planning Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
3M104 Air Quality Program Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
8M101 Assistant Counsel I	149M	140261.82	147274.92	154638.66	162370.59	170489.12
		11688.49	12272.91	12886.56	13530.88	14207.43
		5394.69	5664.42	5947.64	6245.02	6557.27
		67.43	70.81	74.35	78.06	81.97
7M101 Assistant Counsel II	153M	157326.97	165193.32	173452.98	182125.63	191231.91
		13110.58	13766.11	14454.42	15177.14	15935.99
		6051.04	6353.59	6671.27	7004.83	7355.07
		75.64	79.42	83.39	87.56	91.94
3M121 Assistant Manager	147M	135904.95	142700.20	149835.21	157326.97	165193.32
		11325.41	11891.68	12486.27	13110.58	13766.11
		5227.11	5488.47	5762.89	6051.04	6353.59
		65.34	68.61	72.04	75.64	79.42
3M117 Audit & Special Projects Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38



ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M105 Business Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
2M111 Communications Officer	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
1M101 Deputy Air Pollution Control Officer	160M	186623.24	195954.40	205752.12	216039.72	226841.71
		15551.94	16329.53	17146.01	18003.31	18903.48
		7177.82	7536.71	7913.54	8309.22	8724.68
		89.72	94.21	98.92	103.87	109.06
1M102 Deputy Executive Officer	169M	232443.58	244065.76	256269.05	269082.50	282536.63
		19370.30	20338.81	21355.75	22423.54	23544.72
		8940.14	9387.14	9856.50	10349.33	10866.79
		111.75	117.34	123.21	129.37	135.83
2M110 Director/Officer	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M101 Director of Administration	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M102 Director of Enforcement	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M103 Director of Engineering	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M108 Director of Strategic Incentives	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M104 Director of Information Services	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M105 Director of Planning and Research	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27
2M107 Director of Technical Services	156M	168155.25	176563.01	185391.16	194660.72	204393.76
		14012.94	14713.58	15449.26	16221.73	17032.81
		6467.51	6790.89	7130.43	7486.95	7861.30
		80.84	84.89	89.13	93.59	98.27

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M119	Engineering Project Processing Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M113	Executive Operations Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M107	Finance Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M106	Fleet and Facilities Manager	134M	98970.29 8247.52 3806.55 47.58	103918.80 8659.90 3996.88 49.96	109114.74 9092.90 4196.72 52.46	114570.48 9547.54 4406.56 55.08	120299.00 10024.92 4626.88 57.84
2M110	Health Officer	156M	168155.25 14012.94 6467.51 80.84	176563.01 14713.58 6790.89 84.89	185391.16 15449.26 7130.43 89.13	194660.72 16221.73 7486.95 93.59	204393.76 17032.81 7861.30 98.27
3M118	Human Resources Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M108	Human Resources Officer	156M	168155.25 14012.94 6467.51 80.84	176563.01 14713.58 6790.89 84.89	185391.16 15449.26 7130.43 89.13	194660.72 16221.73 7486.95 93.59	204393.76 17032.81 7861.30 98.27
3M109	Information Systems Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
2M109	Information Technology Officer	156M	168155.25 14012.94 6467.51 80.84	176563.01 14713.58 6790.89 84.89	185391.16 15449.26 7130.43 89.13	194660.72 16221.73 7486.95 93.59	204393.76 17032.81 7861.30 98.27
3M110	Manager (Laboratory)	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M120	Manager	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38
3M115	Manager of Executive Operations	148M	139261.13 11605.09 5356.20 66.95	146224.19 12185.35 5624.01 70.30	153535.40 12794.62 5905.21 73.82	161212.17 13434.35 6200.47 77.51	169272.78 14106.06 6510.49 81.38

<b>ID-JDE MANAGEMENT(CONTINUED)</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
3M111 Meteorology and Data Analysis Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
3M112 Research and Modeling Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
6M101 Senior Assistant Counsel	157M	173452.98	182125.63	191231.91	200793.51	210833.18
		14454.42	15177.14	15935.99	16732.79	17569.43
		6671.27	7004.83	7355.07	7722.83	8108.97
		83.39	87.56	91.94	96.54	101.36
6M102 Senior Policy Advisor	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38
3M116 Strategic Facilities Planning Manager	148M	139261.13	146224.19	153535.40	161212.17	169272.78
		11605.09	12185.35	12794.62	13434.35	14106.06
		5356.20	5624.01	5905.21	6200.47	6510.49
		66.95	70.30	73.82	77.51	81.38

## ID-JDE CONFIDENTIAL

	Range	Step A	Step B	Step C	Step D	Step E
7C007 Administrative Secretary (Confidential)	118	65035.91 5419.66 2501.38 31.27	68287.70 5690.64 2626.45 32.83	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01
5C101 Clerk of the Boards	132	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48
8C004 Executive Secretary I	128	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51
7C001 Executive Secretary II	132	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48
8C101 Human Resources Analyst I	130	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93
7C103 Human Resources Analyst II	134	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15
8C001 Human Resources Technician I	122	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90
7C002 Human Resources Technician II	126	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20
7C003 Legal Office Services Specialist	124	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00
8C002 Legal Secretary I	116	61938.96 5161.58 2382.27 29.78	65035.91 5419.66 2501.38 31.27	68287.70 5690.64 2626.45 32.83	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20
7C004 Legal Secretary II	120	68287.70 5690.64 2626.45 32.83	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91
8C003 Office Assistant I (HR)	104	46219.81 3851.65 1777.68 22.22	48530.80 4044.23 1866.57 23.33	50957.34 4246.44 1959.90 24.50	53505.20 4458.77 2057.89 25.72	56180.46 4681.71 2160.79 27.01

**ID-JDE CONFIDENTIAL(CONTINUED)**

	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7C005 Office Assistant II (HR)	108	50957.34	53505.20	56180.46	58989.49	61938.96
		4246.44	4458.77	4681.71	4915.79	5161.58
		1959.90	2057.89	2160.79	2268.83	2382.27
		24.50	25.72	27.01	28.36	29.78
7C102 Paralegal	124	75287.19	79051.55	83004.13	87154.34	91512.05
		6273.93	6587.63	6917.01	7262.86	7626.00
		2895.66	3040.44	3192.47	3352.09	3519.69
		36.20	38.01	39.91	41.90	44.00
6C102 Senior Human Resources Analyst	138	105936.64	111233.47	116795.15	122634.91	128766.65
		8828.05	9269.46	9732.93	10219.58	10730.55
		4074.49	4278.21	4492.12	4716.73	4952.56
		50.93	53.48	56.15	58.96	61.91
6C001 Senior Executive Secretary	134	96087.66	100892.04	105936.64	111233.47	116795.15
		8007.30	8407.67	8828.05	9269.46	9732.93
		3695.68	3880.46	4074.49	4278.21	4492.12
		46.20	48.51	50.93	53.48	56.15
5C102 Supervising Human Resources Analyst	142	116795.15	122634.91	128766.65	135204.98	141965.23
		9732.93	10219.58	10730.55	11267.08	11830.44
		4492.12	4716.73	4952.56	5200.19	5460.20
		56.15	58.96	61.91	65.00	68.25

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES**  
Effective July 21, 2019 per Memorandum of Understanding dated May 15, 2002

<b>ID-JDE PROFESSIONAL</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
7P001 Accountant I	123	73472.78 6122.73 2825.88 35.32	77146.42 6428.87 2967.17 37.09	81003.74 6750.31 3115.53 38.94	85053.92 7087.83 3271.30 40.89	89306.62 7442.22 3434.87 42.94
7P014 Accountant II	127	81003.74 6750.31 3115.53 38.94	85053.92 7087.83 3271.30 40.89	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34
7P002 Advanced Projects Advisor	144	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25	149063.49 12421.96 5733.21 71.67
8P001 Air Quality Chemist I	127	81003.74 6750.31 3115.53 38.94	85053.92 7087.83 3271.30 40.89	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34
7P003 Air Quality Chemist II	131	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19
8P002 Air Quality Engineer I	132	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48
7P004 Air Quality Engineer II	136	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96
8P003 Air Quality Meteorologist I	131	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19
7P005 Air Quality Meteorologist II	135	98460.55 8205.05 3786.94 47.34	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19	113980.39 9498.37 4383.86 54.80	119679.41 9973.28 4603.05 57.54
7P006 Atmospheric Modeler	140	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00
8P004 Environmental Planner I	130	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007 Environmental Planner II	134	96087.66	100892.04	105936.64	111233.47	116795.15
		8007.30	8407.67	8828.05	9269.46	9732.93
		3695.68	3880.46	4074.49	4278.21	4492.12
		46.20	48.51	50.93	53.48	56.15
7P008 Legislative Analyst	138	105936.64	111233.47	116795.15	122634.91	128766.65
		8828.05	9269.46	9732.93	10219.58	10730.55
		4074.49	4278.21	4492.12	4716.73	4952.56
		50.93	53.48	56.15	58.96	61.91
7P009 Librarian	128	83004.13	87154.34	91512.05	96087.66	100892.04
		6917.01	7262.86	7626.00	8007.30	8407.67
		3192.47	3352.09	3519.69	3695.68	3880.46
		39.91	41.90	44.00	46.20	48.51
4P001 Principal Accountant	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54
4P002 Principal Air and Meteorological Monitoring Specialist	143	119679.41	125663.38	131946.55	138543.88	145471.07
		9973.28	10471.95	10995.55	11545.32	12122.59
		4603.05	4833.21	5074.87	5328.61	5595.04
		57.54	60.42	63.44	66.61	69.94
4P005 Principal Air Quality Chemist	139	108552.76	113980.39	119679.41	125663.38	131946.55
		9046.06	9498.37	9973.28	10471.95	10995.55
		4175.11	4383.86	4603.05	4833.21	5074.87
		52.19	54.80	57.54	60.42	63.44
4P003 Principal Air Quality Engineer	144	122634.91	128766.65	135204.98	141965.23	149063.49
		10219.58	10730.55	11267.08	11830.44	12421.96
		4716.73	4952.56	5200.19	5460.20	5733.21
		58.96	61.91	65.00	68.25	71.67
4P004 Principal Environmental Planner	142	116795.15	122634.91	128766.65	135204.98	141965.23
		9732.93	10219.58	10730.55	11267.08	11830.44
		4492.12	4716.73	4952.56	5200.19	5460.20
		56.15	58.96	61.91	65.00	68.25
7P010 Research Analyst	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
6P001 Senior Advanced Projects Advisor	148	135204.98	141965.23	149063.49	156516.67	164342.50
		11267.08	11830.44	12421.96	13043.06	13695.21
		5200.19	5460.20	5733.21	6019.87	6320.87
		65.00	68.25	71.67	75.25	79.01
6P002 Senior Air Quality Chemist	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54

<b>ID-JDE PROFESSIONAL(continued)</b>		<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
6P003	Senior Air Quality Engineer	140	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00
6P004	Senior Air Quality Meteorologist	139	108552.76 9046.06 4175.11 52.19	113980.39 9498.37 4383.86 54.80	119679.41 9973.28 4603.05 57.54	125663.38 10471.95 4833.21 60.42	131946.55 10995.55 5074.87 63.44
6P005	Senior Atmospheric Modeler	144	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25	149063.49 12421.96 5733.21 71.67
6P006	Senior Environmental Planner	138	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91
7P011	Statistician	137	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19	113980.39 9498.37 4383.86 54.80	119679.41 9973.28 4603.05 57.54	125663.38 10471.95 4833.21 60.42
5P001	Supervising Air Quality Engineer	144	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25	149063.49 12421.96 5733.21 71.67
5P002	Supervising Air Quality Meteorologist	143	119679.41 9973.28 4603.05 57.54	125663.38 10471.95 4833.21 60.42	131946.55 10995.55 5074.87 63.44	138543.88 11545.32 5328.61 66.61	145471.07 12122.59 5595.04 69.94
5P003	Supervising Environmental Planner	142	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25
7P012	Toxicologist	144	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25	149063.49 12421.96 5733.21 71.67
<b>ID-JDE TECHNICAL/GENERAL</b>		<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
8T001	Accounting Assistant I	106	48530.80 4044.23 1866.57 23.33	50957.34 4246.44 1959.90 24.50	53505.20 4458.77 2057.89 25.72	56180.46 4681.71 2160.79 27.01	58989.49 4915.79 2268.83 28.36
7T001	Accounting Assistant II	110	53505.20 4458.77 2057.89 25.72	56180.46 4681.71 2160.79 27.01	58989.49 4915.79 2268.83 28.36	61938.96 5161.58 2382.27 29.78	65035.91 5419.66 2501.38 31.27



ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T002 Administrative Analyst	131	89306.62	93771.95	98460.55	103383.58	108552.76
		7442.22	7814.33	8205.05	8615.30	9046.06
		3434.87	3606.61	3786.94	3976.29	4175.11
		42.94	45.08	47.34	49.70	52.19
7T003 Administrative Secretary	118	65035.91	68287.70	71702.09	75287.19	79051.55
		5419.66	5690.64	5975.17	6273.93	6587.63
		2501.38	2626.45	2757.77	2895.66	3040.44
		31.27	32.83	34.47	36.20	38.01
8T002 Air Quality Case Settlement Specialist I	126	79051.55	83004.13	87154.34	91512.05	96087.66
		6587.63	6917.01	7262.86	7626.00	8007.30
		3040.44	3192.47	3352.09	3519.69	3695.68
		38.01	39.91	41.90	44.00	46.20
7T004 Air Quality Case Settlement Specialist II	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
8T003 Air Quality Inspector I	124	75287.19	79051.55	83004.13	87154.34	91512.05
		6273.93	6587.63	6917.01	7262.86	7626.00
		2895.66	3040.44	3192.47	3352.09	3519.69
		36.20	38.01	39.91	41.90	44.00
7T005 Air Quality Inspector II	128	83004.13	87154.34	91512.05	96087.66	100892.04
		6917.01	7262.86	7626.00	8007.30	8407.67
		3192.47	3352.09	3519.69	3695.68	3880.46
		39.91	41.90	44.00	46.20	48.51
8T004 Air Quality Instrument Specialist I	124	75287.19	79051.55	83004.13	87154.34	91512.05
		6273.93	6587.63	6917.01	7262.86	7626.00
		2895.66	3040.44	3192.47	3352.09	3519.69
		36.20	38.01	39.91	41.90	44.00
7T006 Air Quality Instrument Specialist II	128	83004.13	87154.34	91512.05	96087.66	100892.04
		6917.01	7262.86	7626.00	8007.30	8407.67
		3192.47	3352.09	3519.69	3695.68	3880.46
		39.91	41.90	44.00	46.20	48.51
8T005 Air Quality Laboratory Technician I	122	71702.09	75287.19	79051.55	83004.13	87154.34
		5975.17	6273.93	6587.63	6917.01	7262.86
		2757.77	2895.66	3040.44	3192.47	3352.09
		34.47	36.20	38.01	39.91	41.90
7T007 Air Quality Laboratory Technician II	126	79051.55	83004.13	87154.34	91512.05	96087.66
		6587.63	6917.01	7262.86	7626.00	8007.30
		3040.44	3192.47	3352.09	3519.69	3695.68
		38.01	39.91	41.90	44.00	46.20
8T006 Air Quality Permit Technician I	122	71702.09	75287.19	79051.55	83004.13	87154.34
		5975.17	6273.93	6587.63	6917.01	7262.86
		2757.77	2895.66	3040.44	3192.47	3352.09
		34.47	36.20	38.01	39.91	41.90

ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T008 Air Quality Permit Technician II	126	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20
8T007 Air Quality Specialist I	130	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93
7T009 Air Quality Specialist II	134	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15
7T010 Air Quality Technical Assistant	118	65035.91 5419.66 2501.38 31.27	68287.70 5690.64 2626.45 32.83	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01
8T008 Air Quality Technician I	122	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90
7T011 Air Quality Technician II	126	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20
8T014 Assistant Staff Specialist I	122	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90
7T033 Assistant Staff Specialist II	126	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90	91512.05 7626.00 3519.69 44.00	96087.66 8007.30 3695.68 46.20
7T012 Building Maintenance Mechanic	114	58989.49 4915.79 2268.83 28.36	61938.96 5161.58 2382.27 29.78	65035.91 5419.66 2501.38 31.27	68287.70 5690.64 2626.45 32.83	71702.09 5975.17 2757.77 34.47
7T013 Data Entry Operator	111	54826.52 4568.88 2108.71 26.36	57567.84 4797.32 2214.15 27.68	60446.24 5037.19 2324.86 29.06	63468.55 5289.05 2441.10 30.51	66641.98 5553.50 2563.15 32.04

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T010 Data Support Supervisor	142	116795.15	122634.91	128766.65	135204.98	141965.23
		9732.93	10219.58	10730.55	11267.08	11830.44
		4492.12	4716.73	4952.56	5200.19	5460.20
		56.15	58.96	61.91	65.00	68.25
7T014 Database Specialist	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54
7T015 Deputy Clerk of the Boards	123	73472.78	77146.42	81003.74	85053.92	89306.62
		6122.73	6428.87	6750.31	7087.83	7442.22
		2825.88	2967.17	3115.53	3271.30	3434.87
		35.32	37.09	38.94	40.89	42.94
7T028 Facilities Maintenance Worker	108	50957.34	53505.20	56180.46	58989.49	61938.96
		4246.44	4458.77	4681.71	4915.79	5161.58
		1959.90	2057.89	2160.79	2268.83	2382.27
		24.50	25.72	27.01	28.36	29.78
5T008 Facilities Services Supervisor	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
7T031 Fiscal Services Coordinator	139	108552.76	113980.39	119679.41	125663.38	131946.55
		9046.06	9498.37	9973.28	10471.95	10995.55
		4175.11	4383.86	4603.05	4833.21	5074.87
		52.19	54.80	57.54	60.42	63.44
8T009 Mechanic I	121	69974.07	73472.78	77146.42	81003.74	85053.92
		5831.17	6122.73	6428.87	6750.31	7087.83
		2691.31	2825.88	2967.17	3115.53	3271.30
		33.64	35.32	37.09	38.94	40.89
7T016 Mechanic II	125	77146.42	81003.74	85053.92	89306.62	93771.95
		6428.87	6750.31	7087.83	7442.22	7814.33
		2967.17	3115.53	3271.30	3434.87	3606.61
		37.09	38.94	40.89	42.94	45.08
8T010 Office Assistant I	104	46219.81	48530.80	50957.34	53505.20	56180.46
		3851.65	4044.23	4246.44	4458.77	4681.71
		1777.68	1866.57	1959.90	2057.89	2160.79
		22.22	23.33	24.50	25.72	27.01
7T017 Office Assistant II	108	50957.34	53505.20	56180.46	58989.49	61938.96
		4246.44	4458.77	4681.71	4915.79	5161.58
		1959.90	2057.89	2160.79	2268.83	2382.27
		24.50	25.72	27.01	28.36	29.78
5T001 Office Services Supervisor	116	61938.96	65035.91	68287.70	71702.09	75287.19
		5161.58	5419.66	5690.64	5975.17	6273.93
		2382.27	2501.38	2626.45	2757.77	2895.66
		29.78	31.27	32.83	34.47	36.20
7T029 Organizational Development and Training Specialist	134	96087.66	100892.04	105936.64	111233.47	116795.15
		8007.30	8407.67	8828.05	9269.46	9732.93
		3695.68	3880.46	4074.49	4278.21	4492.12
		46.20	48.51	50.93	53.48	56.15

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T018 Permit Coordinator	134	96087.66 8007.30 3695.68 46.20	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15
6T009 Principal Air Quality Instrument Specialist	136	100892.04 8407.67 3880.46 48.51	105936.64 8828.05 4074.49 50.93	111233.47 9269.46 4278.21 53.48	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96
4T001 Principal Air Quality Specialist	142	116795.15 9732.93 4492.12 56.15	122634.91 10219.58 4716.73 58.96	128766.65 10730.55 4952.56 61.91	135204.98 11267.08 5200.19 65.00	141965.23 11830.44 5460.20 68.25
8T011 Programmer Analyst I	127	81003.74 6750.31 3115.53 38.94	85053.92 7087.83 3271.30 40.89	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34
7T019 Programmer Analyst II	131	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19
8T012 Public Information Officer I	127	81003.74 6750.31 3115.53 38.94	85053.92 7087.83 3271.30 40.89	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34
7T020 Public Information Officer II	131	89306.62 7442.22 3434.87 42.94	93771.95 7814.33 3606.61 45.08	98460.55 8205.05 3786.94 47.34	103383.58 8615.30 3976.29 49.70	108552.76 9046.06 4175.11 52.19
7T027 Purchasing Agent	122	71702.09 5975.17 2757.77 34.47	75287.19 6273.93 2895.66 36.20	79051.55 6587.63 3040.44 38.01	83004.13 6917.01 3192.47 39.91	87154.34 7262.86 3352.09 41.90
7T021 Radio/Telephone Operator	113	57567.84 4797.32 2214.15 27.68	60446.24 5037.19 2324.86 29.06	63468.55 5289.05 2441.10 30.51	66641.98 5553.50 2563.15 32.04	69974.07 5831.17 2691.31 33.64
5T002 Radio/Telephone Operator Supervisor	119	66641.98 5553.50 2563.15 32.04	69974.07 5831.17 2691.31 33.64	73472.78 6122.73 2825.88 35.32	77146.42 6428.87 2967.17 37.09	81003.74 6750.31 3115.53 38.94
7T022 Receptionist	104	46219.81 3851.65 1777.68 22.22	48530.80 4044.23 1866.57 23.33	50957.34 4246.44 1959.90 24.50	53505.20 4458.77 2057.89 25.72	56180.46 4681.71 2160.79 27.01

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T023 Secretary	112	56180.46	58989.49	61938.96	65035.91	68287.70
		4681.71	4915.79	5161.58	5419.66	5690.64
		2160.79	2268.83	2382.27	2501.38	2626.45
		27.01	28.36	29.78	31.27	32.83
6T001 Senior Accounting Assistant	114	58989.49	61938.96	65035.91	68287.70	71702.09
		4915.79	5161.58	5419.66	5690.64	5975.17
		2268.83	2382.27	2501.38	2626.45	2757.77
		28.36	29.78	31.27	32.83	34.47
6T002 Senior Air Quality Inspector	132	91512.05	96087.66	100892.04	105936.64	111233.47
		7626.00	8007.30	8407.67	8828.05	9269.46
		3519.69	3695.68	3880.46	4074.49	4278.21
		44.00	46.20	48.51	50.93	53.48
6T003 Senior Air Quality Instrument Specialist	132	91512.05	96087.66	100892.04	105936.64	111233.47
		7626.00	8007.30	8407.67	8828.05	9269.46
		3519.69	3695.68	3880.46	4074.49	4278.21
		44.00	46.20	48.51	50.93	53.48
6T007 Senior Air Quality Permit Technician	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
6T004 Senior Air Quality Specialist	138	105936.64	111233.47	116795.15	122634.91	128766.65
		8828.05	9269.46	9732.93	10219.58	10730.55
		4074.49	4278.21	4492.12	4716.73	4952.56
		50.93	53.48	56.15	58.96	61.91
6T006 Senior Air Quality Technician	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
6T005 Senior Public Information Officer	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54
6T008 Senior Staff Specialist	138	105936.64	111233.47	116795.15	122634.91	128766.65
		8828.05	9269.46	9732.93	10219.58	10730.55
		4074.49	4278.21	4492.12	4716.73	4952.56
		50.93	53.48	56.15	58.96	61.91
8T013 Staff Specialist I	130	87154.34	91512.05	96087.66	100892.04	105936.64
		7262.86	7626.00	8007.30	8407.67	8828.05
		3352.09	3519.69	3695.68	3880.46	4074.49
		41.90	44.00	46.20	48.51	50.93
7T032 Staff Specialist II	134	96087.66	100892.04	105936.64	111233.47	116795.15
		8007.30	8407.67	8828.05	9269.46	9732.93
		3695.68	3880.46	4074.49	4278.21	4492.12
		46.20	48.51	50.93	53.48	56.15

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T003 Supervising Air Quality Inspector	136	100892.04	105936.64	111233.47	116795.15	122634.91
		8407.67	8828.05	9269.46	9732.93	10219.58
		3880.46	4074.49	4278.21	4492.12	4716.73
		48.51	50.93	53.48	56.15	58.96
5T004 Supervising Air Quality Instrument Specialist	136	100892.04	105936.64	111233.47	116795.15	122634.91
		8407.67	8828.05	9269.46	9732.93	10219.58
		3880.46	4074.49	4278.21	4492.12	4716.73
		48.51	50.93	53.48	56.15	58.96
5T005 Supervising Air Quality Specialist	142	116795.15	122634.91	128766.65	135204.98	141965.23
		9732.93	10219.58	10730.55	11267.08	11830.44
		4492.12	4716.73	4952.56	5200.19	5460.20
		56.15	58.96	61.91	65.00	68.25
5T006 Supervising Public Information Officer	139	108552.76	113980.39	119679.41	125663.38	131946.55
		9046.06	9498.37	9973.28	10471.95	10995.55
		4175.11	4383.86	4603.05	4833.21	5074.87
		52.19	54.80	57.54	60.42	63.44
5T009 Supervising Staff Specialist	142	116795.15	122634.91	128766.65	135204.98	141965.23
		9732.93	10219.58	10730.55	11267.08	11830.44
		4492.12	4716.73	4952.56	5200.19	5460.20
		56.15	58.96	61.91	65.00	68.25
5T007 Supervising Systems Analyst	139	108552.76	113980.39	119679.41	125663.38	131946.55
		9046.06	9498.37	9973.28	10471.95	10995.55
		4175.11	4383.86	4603.05	4833.21	5074.87
		52.19	54.80	57.54	60.42	63.44
7T024 Systems Analyst	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54
7T025 Systems Quality Assurance Specialist	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54
7T026 Web Master	135	98460.55	103383.58	108552.76	113980.39	119679.41
		8205.05	8615.30	9046.06	9498.37	9973.28
		3786.94	3976.29	4175.11	4383.86	4603.05
		47.34	49.70	52.19	54.80	57.54

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Authorization of a Purchase Order in Excess of \$100,000 for Public Notice Expenses

RECOMMENDED ACTION

The Board of Directors will consider authorizing the Executive Officer/APCO to execute contract amendments with the following vendor:

Vendor	Amount	Service Description
Direct Mail Center	\$150,000	Mailing of public notices as required by District regulations.

DISCUSSION

As part of the Air District’s permit program, Federal, State and local laws require preparation and distribution of notices for certain projects. In addition, periodic mailouts are needed to communicate and administer permit programs. Public notices for applicable permit applications and permit rule development notifications are the most common mailouts.

**Public Notices for Permit Applications (Waters Bill Notification Program)**

Before issuing a permit for a new or modified stationary source of hazardous air emissions that is located within 1,000 feet from a K-12 school, the Air District mails public comment period notices to all homes within 1,000 feet of that emissions source. The Air District also works with the impacted school(s) to distribute notices to the parents of the student body. Notices are distributed in additional languages, as needed. The public has a 30-day period to submit public comment regarding the permit. Residents can submit public comments to the Air District via postal mail, e-mail or phone. Costs from permit application public notices are recovered through permit application fees, which accounts for over 90% of the contract.

**Permit Rule Development Notifications**

The Air District’s rule development process notifies interested parties and entities that would potentially be impacted by proposed rules or rule amendments. When electronic means are unavailable, direct mail is used to distribute information to stakeholders’ homes and businesses to

inform them about how to get involved in the process. Rules that are frequently updated by the Engineering Division include Regulation 2 rules (Permits) and Regulation 3 (Fees).

**Other**

Other work that requires mailing services include projects for new facilities with significant emissions or existing facilities proposing a significant modification and special mailouts, such as advisories, surveys, or informational packets.

**Vendor and Contract Information**

<b>Vendor</b>	<b>Type of Services</b>	<b>Initial Contract</b>	<b>Procurement Method</b>
Direct Mail Center	Compile mailing lists, collate documents, fold, label, meter and mail	2013.212	Request for Proposals (RFP) completed 6/19/2019. One of two firms had appropriate staff, expertise, costs and availability to perform the required scope of work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract was encumbered from Fiscal Year Ending (FYE) 2019 program 501's budget. For permit application public notices, these costs are reimbursed to the Air District by the applicant through permit application fees.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Pamela J. Leong  
Reviewed by: Damian Breen



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent,  
Executive Officer/APCO

Date: July 26, 2019

Re: Authorization to Execute Contract Amendments for Production System Office

RECOMMENDED ACTION

Recommend Board of Directors authorize the Executive Officer/APCO to execute contract amendments with the following vendors in the amounts listed below:

<b>Vendor</b>	<b>Amount</b>	<b>Service Description</b>
C&G Technology Services	\$603,103	Software testing services for the permitting and compliance system.
Claytablet	\$27,000	Language translation software for transmission, editing and managing content.
Clearsparc	\$871,780	Software architecture, design, development, build and release management services for the permitting and compliance system.
Cylogy	\$70,000	Backend website content management system integration, customization and infrastructure support.
ITDependz	\$287,039	Business analysis and user experience services for the permitting and compliance system.
SoftwareOne	\$108,000	Microsoft authorized reseller of Azure cloud services.
<b>TOTAL</b>	<b>\$1,966,922</b>	

BACKGROUND

Air District staff is recommending contract amendments for existing vendors assisting with software development and website management support to meet 2019 fiscal year goals.

## DISCUSSION

The Production System Office is composed of the Permitting and Compliance System, Data Services and Online Services. These systems and services abide by a continuous improvement process whereby existing functionality is maintained while new features are implemented extending functionality to match evolving business requirements. These efforts include expanding permitting and compliance system functionality, extending the availability of tools for website content management, and expanding our web presence.

To continue supporting the Air District's content management infrastructure and enhance current programs, staff plans to focus on the following activities for the remainder of Fiscal Year Ending (FYE) 2019:

- Request for Qualifications for Software Development Services;
- Regulation 12, Rule 15 permit renewals for 13 qualifying refineries and associated facilities including:
  - Fee calculations
  - Billing previews
  - Invoice issuance
  - Permit issuance
- Online payments for all renewals, applications and transfers of ownership; and
- Website updates including:
  - Design refresh
  - Continued language translation
  - Upgrade of dynamic maps
  - Boiler registration for stipulated abatement order
  - Diesel Free by '33:
    - Template update for improved content editing
    - Signatory updates

Staff recommends the continued use of vendors proven familiar with the Production System Office for FYE 2020. The Air District has successfully collaborated with C&G Technology Services, Claytablet, Clearsparc, Inc., ITDependz, and SoftwareOne in previous design, software development, quality assurance and infrastructure engagements.

<b>Vendor</b>	<b>Type of Services</b>	<b>Initial Contract</b>	<b>Procurement Method</b>
C&G Technology Services	Software testing services for the permitting and compliance system.	<a href="#">FYE 2013*</a>	Selected the firm and resources through an informal bid process.
Claytablet	Language translation software for transmission, editing and managing content.	<a href="#">FYE 2015</a>	Selected the firm and resources through a formal bid process via RFP.
Clearsparc	Software architecture, design, development, build and release management services.	<a href="#">FYE 2015*</a>	Request for Qualifications (RFQ). One of three firms to respond. Had staff expertise and availability to perform the required scope of work.
Cylogy	Backend website content management system integration, customization and infrastructure support.	<a href="#">FYE 2013</a>	Request for Proposal (RFP) rebid in FYE 2014. One of four firms to respond that had appropriate staff, expertise, and availability to perform the required scope of work.
ITDependz	Business analysis and user experience services for the permitting and compliance system.	<a href="#">FYE 2012*</a>	Selected the firm and resources through an informal bid process.
SoftwareOne	The Districts Microsoft authorized reseller.	FYE 2016	Microsoft requires that all software and service purchases be conducted by a designated authorized reseller.
* Contractors requalified via December 2017 Request for Qualification process.			

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

Funding for the vendor contract recommendations is included in 309 and 125 program budgets for Fiscal Year Ending (FYE) 2020.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Blair Adams  
Reviewed by: Damian Breen

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Authorization to Amend Contract with MIG Inc. for community engagement and facilitation services for the Assembly Bill (AB) 617 Richmond-San Pablo Area Community Air Monitoring Plan Development

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to increase contract expenditures by \$93,920 with MIG Inc., for a total grant amount not to exceed \$210,000 for community engagement and facilitation services for the Richmond-San Pablo Area Community Air Monitoring Plan Development.

BACKGROUND

Through the AB 617 Community Health Protection Program, the Air District is convening a 35-member multi-stakeholder steering committee to work with the Air District to develop a community air monitoring plan (Monitoring Plan) in the Richmond-San Pablo area, as required by AB 617. The purpose of the Monitoring Plan is to collect more local-scale, actionable information about air pollution issues in the Richmond-San Pablo area, and to provide information to guide future Community Emission Reduction Plans. Facilitation activities assist a six-member Co-Lead Team and the Steering Committee in meeting the timelines established by AB 617 and the California Air Resources Board (CARB).

DISCUSSION

The Air District Board of Directors approved a contract with MIG, Inc. for \$116,080 on April 3, 2019 to facilitate the Richmond-San Pablo area AB 617 Steering Committee and Co-lead Team process through September 2020. MIG's activities focus on facilitation services and related support for the Co-Lead Team and the Steering Committee's development of the Monitoring Plan for the Richmond-San Pablo Area. The scope and nature of the work has evolved and expanded during the early stages of the Richmond-San Pablo AB 617 work. A recent Richmond-San Pablo Steering Committee decision to increase the number of community co-lead organizations/individuals from three to five means an increased need for facilitation at weekly Co-lead Team meetings. Further additions include coordinating with the Co-Lead Team and Steering Committee to design and implement a Community Summit in Fall 2019 to update the Richmond-San Pablo Community on Steering Committee and monitoring goals and progress.

Funding will expand the development and facilitation of an innovative, equitable, and inclusive community engagement structure to ensure participation at multiple levels throughout the Community Air Monitoring Plan development. MIG Inc will serve as the neutral third-party facilitator and process advisor to this effort. MIG will coordinate closely with the Air District while ensuring the process is led by the community through the Co-Lead Team, Steering Committee and other related community activities. The work scope is based on a project period of March 2019 to September 2020, or 19 months.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the first phase of this contract is included in the Fiscal Year Ending (FYE) 2019 budget. Remaining funds required for this contract will be allocated from FYE 2020 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Reviewed by: Elizabeth Yura  
Prepared by: Kristen Law

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Report of the Climate Protection Committee Meeting of June 10, 2019

RECOMMENDED ACTION

The Climate Protection Committee (Committee) received only informational items and have no recommendations of approval by the Board of Directors (Board).

BACKGROUND

The Committee met on Monday, June 10, 2019, and received the following reports:

- A) Update on Community Choice Energy Study; and
- B) Diesel Free by '33 Implementation Plan.

Chairperson Teresa Barrett will provide an oral report of the Committee meeting.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None; and
- B) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenafior  
Reviewed by: Vanessa Johnson

Attachment 16A: 06/10/2019 – Climate Protection Committee Meeting Agenda #4  
Attachment 16B: 06/10/2019 – Climate Protection Committee Meeting Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Teresa Barrett and Members  
of the Climate Protection Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 4, 2019

Re: Update on Community Choice Energy Study

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Community Choice Energy (CCE) is a transformational model that allows local governments to aggregate the buying power of electricity customers in their jurisdiction, and directly purchase and/or generate power for their communities. The CCE model works in partnership with existing utilities, which continue to deliver power over their transmission and distribution systems, maintain the grid, and provide consolidated billing and other customer services. By providing greater local control over energy sourcing in the production of electricity, CCE programs can result in a reduction in the carbon content of the electricity used in communities. Cumulatively, this can have a large impact on the greenhouse gas (GHG) emissions coming from the electricity sector. Statewide, CCEs have contracted for over 2,000 megawatts of new renewable generating capacity.

Today, Bay Area CCE programs are available to residents and businesses of all nine Bay Area counties (over two million customer accounts). These CCE programs represent over 27 million megawatts in annual electric load. For many local governments, participation in a CCE program is the single largest GHG-reducing measure in the local climate action plan. The Air District has a history of supporting the formation and work of CCE programs across the Bay Area. The Air District's 2017 Clean Air Plan, *Spare the Air – Cool the Climate*, includes a control measure (EN-1) describing how the Air District will work with and support the GHG-reducing efforts of CCEs.

**DISCUSSION**

Community Choice Energy programs offer various electricity products to customers, with a default product that ensures a minimum level of renewable energy that is at or above the renewable content offered by the local utility company, Pacific Gas and Electric (PG&E). Other products offered by the CCE can have higher renewable energy content at a higher cost. The Air District contracted with KyotoUSA to conduct a study to evaluate the potential for local governments within a CCE program to choose 100% renewable electricity for their communities.



The objective of this study was to support local decision-making to accelerate the transformation to carbon-free energy and meet local climate protection goals.

Air District staff will highlight the work the Air District has done to support Bay Area CCEs. Staff from KyotoUSA will provide the Committee with an overview of the study, key issues, challenges and findings.

BUDGET CONSIDERATION / FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Abby Young  
Reviewed by: Henry Hilken

CLIMATE PROTECTION COMMITTEE  
MEETING OF 06/10/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Teresa Barrett and Members  
of the Climate Protection Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 4, 2019

Re: Diesel Free by '33 Implementation Plan

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Pollution from diesel engines causes both health and climate change impacts. Diesel exhaust is highly toxic and impacts the health of residents where emissions are most concentrated, often in communities already significantly impacted by air pollution, environmental hazards, and economic inequality. Particulate matter (PM) from diesel engines can trigger respiratory distress, especially in children, the elderly and those with asthma, chronic obstructive pulmonary disease (COPD), emphysema, and other chronic lung and heart conditions. Diesel engines also emit pollutants that impact global climate change, including carbon dioxide (CO<sub>2</sub>) and black carbon, which is thousands of times more potent than CO<sub>2</sub> in terms of global warming potential.

The Air District launched the Diesel Free by '33 initiative in September 2018, at the Global Climate Action Summit to commit to cutting diesel use by the end of 2033, and 118 mayors, city and county officials, and business leaders, mostly from the Bay Area, have signed the Diesel Free by '33 Statement of Purpose (Attachment A).

**DISCUSSION**

Staff evaluated a range of implementation options for this program and are recommending a work plan to support signatories in the Bay Area. The proposed work plans also seeks to extend efforts to support other government and business leaders from all over the world in adopting the Diesel Free by '33 Statement of Purpose. The work plan proposes to leverage existing Air District activities that already significantly address Diesel Free by '33 goals, while also increasing effort in areas that will be most impactful for reducing diesel use. The five program areas include:

- **Technical Assistance** on eliminating current diesel sources, alternative technology availability, costs and benefits
- **Policy Support** for governments, including developing a clearing house of model ordinances, policies, and targets

- **Grants and Financing** for upgrading to diesel-free alternatives in the Bay Area, with information on other programs available outside our jurisdiction.
- **Convening Signatories** to report progress towards the Diesel Free by '33 goal and to share best practices
- **Communications and Outreach** to share resources, progress, and recruit new signatories for the Statement of Purpose.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Ranyee Chiang and Abby Young

Reviewed by: Jack P. Broadbent

Attachment A: Statement of Purpose Diesel Free By '33 (Example signed by Chair of Air District Board of Directors)

CLIMATE PROTECTION COMMITTEE  
MEETING OF 06/10/2019

STATEMENT OF PURPOSE

# DIESEL FREE BY '33

The intention of this *Statement of Purpose* is to establish a goal to reduce diesel emissions in local communities throughout California and beyond. The need for this action is immediate. Diesel exhaust takes a tremendous toll on both the global climate and public health.

By signing the *Statement of Purpose*, mayors, city and county governments, industry and businesses leaders will join the Bay Area Air Quality Management District and the state of California to showcase our collective leadership to identify and adopt innovative solutions to eliminate diesel emissions and black carbon from our communities.

Diesel exhaust causes significant public health effects and accelerates climate change. The California Air Resources Board estimates that on-road diesel and off-road mobile engines comprise 54 percent of the state of California's total black carbon emissions, a short-lived climate pollutant that is contributing significantly to global climate change. Diesel air pollution is highly toxic and can have an immediate impact on the health of residents in communities where emissions are most concentrated. The impacts will fall most heavily on communities and populations already significantly impacted by air pollution, environmental hazards, and economic inequality.

The signatories may each develop their own individual strategies to achieve the goal of reaching zero diesel emissions in their communities. Signatories to this agreement express their intent to:

- Collaborate and coordinate on ordinances, policies, and procurement practices that will reduce diesel emissions to zero within their jurisdictions, communities or companies;
- Share and promote effective financing mechanisms domestically and internationally to the extent feasible that allow for the purchase of zero emissions equipment;
- Share information and assessments regarding zero emissions technology;
- Build capacity for action and technology adaptation through technology transfer and sharing expertise;
- Use policies and incentives that assist the private sector as it moves to diesel-free fleets and buildings; and
- Periodic reporting to all signers of progress towards the zero-diesel emissions goal.

This *Statement of Purpose* is intended to accelerate action toward meaningful progress in support of all climate protection agreements. It is not the intent of the signatories to create through this *Statement of Purpose* any legally binding obligation. For purposes of this Statement, "diesel emissions" and "diesel exhaust" means emissions or exhaust emitted from the combustion of petroleum-based diesel fuel.

Signatories are committing to develop an implementation strategy to reduce diesel emissions in their jurisdictions, share solutions, and report progress. Together, we will forge a path toward a cleaner, healthier future by reducing diesel emissions in our communities, states, and beyond.

Katie Rice

First and Last Name (Print)



Signature

Supervisor

Title

County of Marin

City/Jurisdiction

9/12/18

Date



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Report of the Community and Public Health Committee Meeting of June 20, 2019

RECOMMENDED ACTION

The Community and Public Health Committee (Committee) received only informational items and have no recommendations of approval by the Board of Directors (Board).

BACKGROUND

The Committee met on Thursday, June 20, 2019, and received the following reports:

- A) Update on the Richmond Air Monitoring Plan; and
- B) Update on the Proposed Youth Engagement Strategy.

Chairperson Shirlee Zane will provide an oral report of the Committee meeting.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) Resources to prepare the Richmond area Air Monitoring Plan are included in the Fiscal Year Ending (FYE) 2019 and proposed FYE 2020 budgets. Ongoing implementation of the Plan will require additional resources from the Air District, the state, and others; and
- B) Funding for the youth engagement program is included in the FYE 2020 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Erica Trask  
Reviewed by: Vanessa Johnson

Attachment 17A: 06/20/2019 – Community and Public Health Committee Meeting Agenda #4  
Attachment 17B: 06/20/2019 – Community and Public Health Committee Meeting Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Shirlee Zane and Members  
of the Community and Public Health Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2019

Re: Update on the Richmond Air Monitoring Plan

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Assembly Bill (AB) 617 was passed in 2017, to improve local air quality and health in disproportionately impacted communities. The law requires the California Air Resources Board (CARB) to work with community groups, air districts, and others to select locations from around the state where communities will work with local air districts to measure and reduce air pollution. In September 2018, CARB approved the Bay Area Air Quality Management District's (Air District) recommendation to develop and implement an Air Monitoring Plan (Plan) for the Richmond-San Pablo area. This process includes identifying a community partner co-lead(s), and creating a Steering Committee that develops the Plan. The Steering Committee's work will result in a Richmond-San Pablo Area Air Monitoring Plan, which will guide efforts to conduct additional air quality monitoring in the Richmond-San Pablo area. Ultimately, air monitoring information will be used in the future to develop an AB 617 Community Emission Reduction Plan(s) for the Richmond area.

**DISCUSSION**

To develop a Plan for the Richmond-San Pablo area, the Air District first had to establish community relationships to ensure extensive and thorough community-wide participation. In anticipation of the Richmond-San Pablo work, the Air District released a Request for Information (RFI) in Summer of 2018 to identify community partners with the interest and capacity to partner with the Air District to move the plan process forward. What we learned through that search, was that the Richmond-San Pablo area did not have community organizations focused on air quality concerns that also had the capacity and desire to participate in this process. As a result, staff held multiple community summits to inform the community about AB 617 and recruit a Community Design Team of interested community groups, leaders, and organizations serving people who live in the area. This Community Design Team was comprised of 11 community members; their purpose was to design and implement a community driven process to ensure widespread and diverse community participation on a Steering Committee. Over three months, the Community

Design Team developed a proposed Steering Committee organizational structure, membership balance, and charter to guide expectations for participation. On February 16, 2019, the Community Design Team held a community summit to share their proposal with the public, learn about areas for improvement, and recruit Steering Committee members.

Members of the Steering Committee were chosen by the Community Design Team based on submitted applications and agreed upon membership criteria (see Table 1 for Steering Committee membership). Community partner co-leads were determined based on a vote of the newly formed Steering Committee.

An orientation meeting of the Steering Committee was held on April 3, 2019, and the first two Steering Committee meetings were held on April 11, 2019 and May 15, 2019. All Steering Committee meetings are open to the public. A schedule of future meetings through December 2019 is presented in Table 2.

AB 617 specifies that air monitoring is required to start by July 1, 2019, but does not include a timeline for submitting a completed plan to CARB. However, options for the initial monitoring efforts to begin on July 1, 2019, will be discussed at the next Steering Committee meeting on June 19, 2019, based on previous discussions the Steering Committee had regarding sources of concern, focus areas, and monitoring needs. The timing of the completion of the complete Plan will depend on the work the Steering Committee will do over the next few months to refine the list of focus areas, clarify monitoring objectives, and identify and prioritize the monitoring needs that neither existing nor initial phase monitoring informs. Later this year, the Air District will give an update to the Community and Public Health Committee on the continued development of the Plan, as well as the implementation of initial monitoring efforts and initial results.

**Table 1: Steering Committee Membership**

Member Name	Alternate	Organization
Adam Oliver		Chevron
Annie M. King-Meredith		Resident
Arnon Oren		Anaviv Catering
Boris Lukanov	Lee Ann Hill	Physicians, Scientists, and Engineers (PSE) Healthy Energy
Cesar Zepeda		Hill Top Neighborhood
Demnlus Johnson	Adam Lenz	City of Richmond
Don Lau		Resident
Elizabeth Dunn		City of San Pablo
Dr. Henry Clark		West County Toxics Coalition
James Holland		Levin Terminal
James Lee		Richmond Chamber of Commerce
Janet Johnson		Sunflower Alliance
Jessica Range		Resident
Jill Rodby		Sims Metal
Joe L. Fisher		Coronado Neighborhood
John Anderson		Bay Area Rescue Mission
Julia Walsh		No Coal in Richmond



Member Name	Alternate	Organization
Kate Hoag	Kristen Law	Bay Area Air Quality Management District (Air District)
Katrinka Ruk	Fred Glueck	Council of Industries
Linda Whitmore*		Santa Fe Neighborhood
Maria Martínez Resendiz		Resident
Marin Trujillo		West Contra Costa Unified School District (WCCUSD)
Matt Holmes		Groundwork Richmond
Melvin Siegel		Resident
Mirna Cervantes		Multicultural Institute
Monique Davis		CARB
Dr. Naama Raz-Yaseef*		Richmond Heights Neighborhood
Nain Villanueva de Lopez*		First Five
Oscar Garcia		Iron Triangle Neighborhood
Paul Ehara		Idle No More / Rich City Rides
Randy Joseph*		RYSE Youth Center
Dr. Rohan Radhakrishna		Contra Costa Health Services
Roxanne Carrillo Garza	Pierre Thompson	Healthy Richmond
Siew Weng Lee		South East Asian Community
Willie Robinson*		National Association for the Advancement of Colored People (NAACP): Richmond Branch

\* Community partner co-lead

**Table 2: Future Steering Committee Meeting Schedule**

Date	Location
June 19, 2019	San Pablo Library
July 10, 2019	Richmond Memorial Auditorium
August 14, 2019	Richmond Memorial Auditorium
September 11, 2019	Richmond Memorial Auditorium
October 9, 2019	Richmond Memorial Auditorium
November 13, 2019	Richmond Memorial Auditorium
December 11, 2019	San Pablo Library

**BUDGET CONSIDERATION / FINANCIAL IMPACT**

Resources to prepare the Richmond area Air Monitoring Plan are included in the Fiscal Year Ending (FYE) 2019 and proposed FYE 2020 budgets. Ongoing implementation of the Plan will require additional resources from the Air District, the state, and others.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Katherine Hoag and Kristen Law  
Reviewed by: Elizabeth Yura

COMMUNITY AND PUBLIC HEALTH  
COMMITTEE MEETING OF 06/20/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Shirlee Zane and Members  
of the Community and Public Health Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 11, 2019

Re: Update on the Proposed Youth Engagement Strategy

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Bay Area Air Quality Management District (Air District) has a long history of engaging youth in our region through various efforts, including the Spare the Air Youth Program, jointly managed with the Metropolitan Transportation Commission (MTC), school programs launched by local Spare the Air Resource Teams, school presentations, tours, and regional Youth for the Environment and Sustainability (YES) conferences.

Air District staff recognize the importance of a strategic approach to youth engagement that aligns with the Air District's mission and values. Not only is it important to create a pipeline of motivated talent, but it is also critical to address issues of equity and inclusion in our region.

The Air District proposes to align our youth engagement efforts into a strategy that spans a wide age spectrum (from elementary school to college), addresses issues of diversity, equity and inclusion, and enhances the pipeline of future Air District and community environmental justice leaders.

**DISCUSSION**

As part of developing a new youth engagement strategy, the Community Engagement section proposes to continue the following ongoing efforts:

- School and Classroom Site Visits: Staff visit and provide Air District and air quality presentations to elementary, middle, and high school classes around the Bay Area.
- Funding: The Community Engagement section provides funding to local schools to address air quality, transportation, and curriculum development projects through the James Cary Smith community grant program.

- Internships: The Community Engagement section has hosted high school interns through the MTC Summer Internship Program for numerous years, and the Air District launched a college internship program for Summer 2019.
- Career Presentations: Staff attend and present at Bay Area “green” career fairs and at local universities on positions and careers in air quality and environmental protection.

Staff proposes the following new and enhanced youth engagement opportunities:

- Develop a College Scholarship Program: The Air District would like to develop a new college scholarship program to support young people from our highest priority communities. The program could support college students who demonstrate a passion for improving environmental health and air quality in environmental justice communities of the Bay Area.
- YES Conference Student Advisory Committee: After taking a one year hiatus, staff will convene a Student Advisory Committee to help plan the YES Conference in 2020.
- YES Conference 2020: The vision for the 2020 YES Conference is to meaningfully engage youth for the long-term. Guided by the Student Advisory Committee, Staff hope to tie the conference to the rest of this youth engagement strategy. Participants will receive periodic updates about grant, internship, and scholarship opportunities. Teachers and adult participants will know how to access Air District resources, including classroom presentations, technical assistance, tours, and online information. Future YES Conferences will be held every other year.

The Air District is working with youth representatives from the region to help inform the development of this strategy. Staff will update the Committee and Board of Directors when there are further developments regarding the proposed strategy.

BUDGET CONSIDERATION / FINANCIAL IMPACT

Funding for the youth engagement program is included in the Fiscal Year Ending (FYE) 2020 budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Kristina Chu  
Reviewed by: Luz Gomez

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Report of the Stationary Source Committee Meeting of July 8, 2019

**RECOMMENDED ACTION**

The Stationary Source Committee (Committee) received only informational items and have no recommendations of approval by the Board of Directors (Board).

**BACKGROUND**

The Committee met on Monday, July 8, 2019, and received the following reports:

- A) Update on Regional and Local Assessment of Particulate Matter;
- B) Update on the Implementation of Regulation 11, Rule 18 (Rule 11-18): Reduction of Risk from Air Toxic Emissions at Existing Facilities; and
- C) Update on Rule Development for Amendments to Regulation 12, Rule 15 (Rule 12-15): Petroleum Refinery Emissions Tracking Rule.

Chairperson Rod Sinks will provide an oral report of the Committee meeting.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

- A) None;
- B) None; and
- C) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Erica Trask  
Reviewed by: Vanessa Johnson

Attachment 18A: 07/08/2019 – Stationary Source Committee Meeting Agenda #4  
Attachment 18B: 07/08/2019 – Stationary Source Committee Meeting Agenda #5  
Attachment 18C: 07/08/2019 – Stationary Source Committee Meeting Agenda #6

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Rod Sinks and Members  
of the Stationary Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 17, 2019

Re: Update on Regional and Local Assessments of Particulate Matter

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The most recent Draft Integrated Science Assessment for Particulate Matter (Draft PM ISA) reaffirms earlier findings of causal links between exposure to fine particulate matter (PM<sub>2.5</sub>) and heart disease and premature death. The Draft PM ISA also presents new findings on PM health impacts, even at levels below the current federal air quality standard for PM<sub>2.5</sub>. The lack of federal leadership in integrating the Draft PM ISA into new policy, has prompted the Air District to look closely at the latest science, in order to determine if it is necessary to develop additional policies to further reduce PM levels in the Bay Area, especially in the region's most impacted communities.

The current focus of the Air District's Advisory Council is to advise the Board of Directors (Board) and Air District staff on productive next steps for addressing concerns about PM health impacts, as the Air District approaches attainment of the current standards for PM. On April 3, 2019, Mr. Stan Hayes, Chair of the Advisory Council, presented a summary of the Draft PM ISA to the Board and the Air District's Advisory Council will host a PM Symposium in October 2019 to highlight the Draft PM ISA findings and discuss new approaches for assessing PM health impacts.

In August of 2018, the Board approved updates to Regulation 6, as part of a set of amendments and new rules to reduce emissions of particulate matter from various commercial and industrial operations. To inform additional regulatory efforts, Air District staff are developing improved emissions inventories and assessment tools to quantify the benefits of continued PM emission reductions at Bay Area facilities.

## DISCUSSION

Air District staff will report on progress to date in updating assessments of PM in the Bay Area. Air District monitoring sites for PM<sub>2.5</sub> show steady reductions since monitoring began in 2000, though wildfires and recent growth in emissions associated with vehicles threaten to slow or undo that progress. For the Community Air Protection Program - Assembly Bill (AB) 617 - the Air District has completed draft regional modeling of PM levels in the Bay Area. This regional air quality modeling and associated emission inventories provide useful data points on which air pollution sources are driving exposures to PM in the region. Some of the largest sources of PM for the region are residential wood burning, on-road cars and trucks, and secondary PM formed in the atmosphere.

Goals of the Air District's regional modeling efforts are to understand which sources of air pollution emissions are currently driving PM exposures in the Bay Area and to quantify the impacts of some of the larger industrial sources of PM, on people living near these sources. Large industrial sources have tall stacks designed to transport emissions away from nearby residents. A focus of recent modeling efforts is to evaluate how effective these stack designs are at protecting nearby communities by tracking individual plumes from stationary sources as they travel downwind.

Staff are pursuing a two-stage approach to improving assessments of PM for Bay Area facilities. The first stage will develop emissions inventories and modeling methods to track PM concentrations within communities, including stationary and mobile sources. These analyses will be augmented and improved in the future by the mobile monitoring work that Aclima will be conducting. A second phase-in partnership with the Advisory Council and with health officials, such as US Environmental Protection Agency's (EPA) National Center for Environmental Assessment (NCEA) and CalEPA's Office of Environmental Health Hazard Assessment (OEHHA) - will develop methods for conducting PM assessments for individual facilities that are like those conducted for toxic air contaminants. While challenges to completing these improved assessments remain, the technical assessment conducted to support the AB 617 West Oakland Community Air Action Plan has informed the first stage of our PM approach in that area. The US EPA's Environmental Benefits Mapping and Analysis Program-Community Edition (BenMAP-CE), which estimates the health and economic impacts of changes in air quality, will be used to inform a second stage of analysis for West Oakland.



BUDGET CONSIDERATION / FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Phil Martien and Judy Cutino  
Reviewed by: Greg Nudd

STATIONARY SOURCE COMMITTEE  
MEETING OF 07/08/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Rod Sinks and Members  
of the Stationary Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 17, 2019

Re: Update on the Implementation of Regulation 11, Rule 18 (Rule 11-18): Reduction of Risk from Air Toxic Emissions at Existing Facilities

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Air District adopted Regulation 11, Rule 18, (Rule 11-18) Reduction of Risk from Air Toxic Emissions at Existing Facilities on November 15, 2017. As part of its implementation, the Air District uses air dispersion modeling and the latest science from the Office of Environmental Health Hazard Assessment (OEHHA) to evaluate health risks to communities from permitted facilities.

If a health risk exceeds a Rule 11-18 risk action level, the facility will be required to either:

- A) Reduce all health risks below the final risk action levels, or
- B) Install best available retrofit control technology for toxics (TBARCT) on all significant sources.

The final risk action levels are a cancer risk of 10 in a million, chronic hazard index of 1.0, and acute hazard index of 1.0.

The Rule 11-18 Implementation Flow Chart (Attachment 5A) gives an overview of the implementation steps and identifies public comment opportunities. The major implementation steps are: (1) screen facilities, (2) validate data, (3) conduct health risk assessment (HRA), (4) approve risk reduction plans (RRP), and (5) implement risk reduction measures. The public will have the opportunity to comment on the draft HRA and the draft RRP before these reports are finalized.

## DISCUSSION

### Process and Timeline

As described in the Rule 11-18 Implementation Procedures, the Air District uses prioritization scores to screen and classify sites as high priority, low priority, or exempt. High priority sites are further separated into two phases (Phase I or Phase II). High priority facilities with the highest potential for health risks are in Phase I. Phase II includes all other non-exempt high priority facilities. Based on a June 2018 screening assessment, the Air District found 43 Phase I sites and about 300 Phase II sites. This screening assessment will be conducted again in a few months to identify any new Phase I or Phase II sites.

There are currently 35 sites in Phase I. After facility data review, four facilities have been reclassified as Phase II and four facilities are now exempt from the rule. HRAs are underway for three sites. Staff is meeting on a weekly basis to review progress on the review of the emissions inventory and HRA input data for six sites. Data for 20 sites were received on the due date of June 14, 2019. On May 8, 2019, the Air District sent data requests to the five petroleum refineries and one refinery support facility. These Rule 11-18 data requests were tailored for the refineries, because annual emission inventory data for refineries will be collected pursuant to Rule 12-15, Petroleum Refining Emissions Tracking. Data from the refinery will not be received until the completion of the refinery heavy liquids study.

Overall, staff expects to require HRAs for about 30 of the Phase I sites. Staff expects to publish the first draft HRAs on the web site in the third quarter of 2019. Most of the Phase I HRAs will be published by the end of second quarter 2020. The final six refinery HRAs may be delayed until the end of 2020 due to the heavy liquids study, which may have a significant impact on the toxic inventory.

### Actions to Date

To implement the rule, the Air District convened a Rule 11-18 Implementation Workgroup to ensure transparency, provide industry and community perspectives, and facilitate communication with affected communities during the implementation of Rule 11-18. This workgroup includes representatives from environmental and health organizations, industry groups, refineries, and Air District staff. We have had three meetings to date. Recent discussion topics include: implementation plan and schedule, data review and validation process, use of consultants for conducting HRAs, emission factor assessment, and 1-hour emission inventories. The Air District is currently working on guidance documents for determining default emission factors, choosing source-specific emission factors, preparing 1-hour emission inventories, and preparing HRA modeling protocols to assist industry and staff with the first three implementation steps.

The implementation of Rule 11-18 has led to several infrastructure improvements. The Air District developed a new data management process for high priority facilities that will increase accuracy of annual toxic air contaminant (TAC) emission inventories, add new 1-hour TAC emission inventories, and collect all necessary input data for comprehensive HRAs. This process provides

regulated facilities with the information needed to understand the basis for their current Air District emission inventory; to identify potentially significant emissions; to easily request corrections to inaccurate data; to provide missing data; and to allow for data improvement and validation by Air District staff. The Air District has also updated our fee structure in Regulation 3 to meet cost recovery goals for the staff time needed to improve TAC inventories, conduct or review HRAs, and approve RRs. In addition, staff updated the Air District web site by reorganizing page locations, consolidating documents, and adding new information related to Rule 11-18 implementation.

BUDGET CONSIDERATION / FINANCIAL IMPACT

None.

Respectfully submitted

Jack P. Broadbent  
Executive Officer/APCO

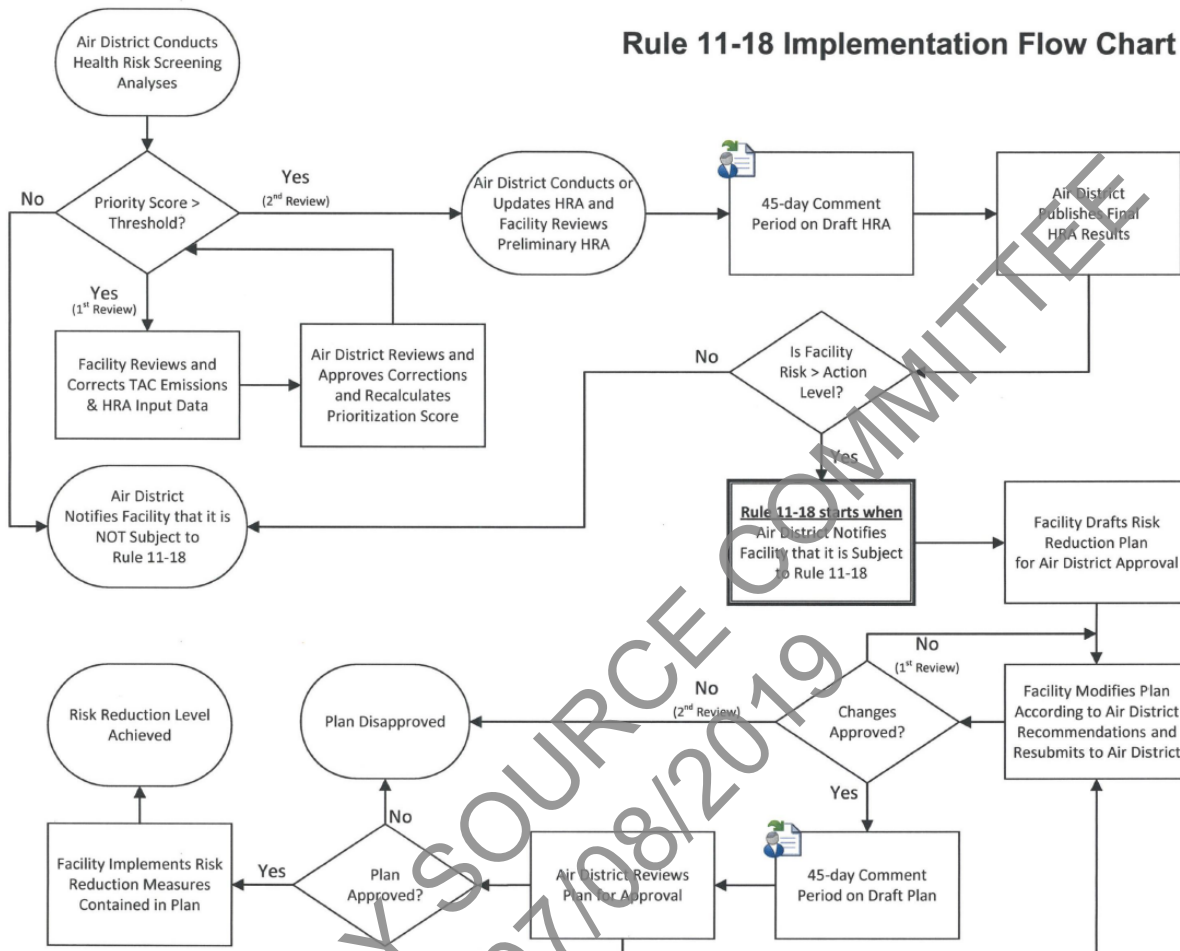
Prepared by: Carol Allen

Reviewed by: Sanjeev Kamboj, Pamela Leong and Damian Breen

Attachment 5A: Rule 11-18 Implementation Flow Chart

STATIONARY SOURCE COMMITTEE  
MEETING OF 07/08/2019

Rule 11-18 Implementation Flow Chart



STATIONARY SOURCE COMMITTEE MEETING OF 07/28/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Rod Sinks and Members  
of the Stationary Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: June 17, 2019

Re: Update on Rule Development for Amendments to Regulation 12, Rule 15 (Rule 12-15): Petroleum Refinery Emissions Tracking Rule

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Regulation 12, Rule 15 (Rule 12-15) Petroleum Refinery Emissions Tracking, currently requires Petroleum Refineries and Support facilities to report previous calendar year annual emissions inventories of criteria pollutants, Toxic Air Contaminants (TACs), and Greenhouse Gases (GHGs) to the Air District by June 30<sup>th</sup> of each year.

In December 2018, the California Air Resources Board (CARB) adopted the "Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants" (CTR Regulation), which established requirements and deadlines associated with reporting of criteria pollutant and TAC emissions. The CTR Regulation included deadlines for subject facilities to report information to the local air districts by May 1<sup>st</sup> of each year, and for the air districts to report information to CARB by August 1<sup>st</sup> of each year. The CTR regulation allows the districts to specify an earlier submittal date to supersede the May 1<sup>st</sup> due date.

In addition, CARB's Mandatory Reporting Regulation for Greenhouse Gases (MRR) requires subject facilities to report GHG emission estimates to CARB by April 10<sup>th</sup> of each year, and third-party verified GHG emissions to CARB by August 10<sup>th</sup> of each year.

**DISCUSSION**

The proposed changes to Rule 12-15 revise the reporting deadline requirements to coordinate with the CTR Regulation and MRR deadlines, as shown in Table 1.

**Table 1:** Summary of Reporting Deadlines for Annual Emissions Inventories  
(Deadlines refer to submissions due to the Air District, unless otherwise specified)

<b>Pollutant</b>	<b>Existing 12-15</b>	<b>CTR Regulation</b>	<b>MRR</b>	<b>Proposed 12-15</b>
Criteria	June 30	May 1 From Air District to CARB: August 1	N/A	January 15
TAC	June 30	May 1 From Air District to CARB: August 1	N/A	January 15
Unverified GHG	June 30	N/A	From Facility to CARB: April 10	April 15
Third-Party Verified GHG	N/A	N/A	From Facility to CARB August 10	August 15

The CTR Regulation requires the Air District to provide the criteria pollutant and TAC annual emissions inventories to CARB by August 1<sup>st</sup> of each year. To allow for enough time to review and approve the annual emissions inventory, the Air District proposes revising the reporting deadline to the Air District to January 15<sup>th</sup> of each year.

Unverified GHG and third-party verified GHG annual emission inventories are due to CARB by April 10<sup>th</sup> and August 10<sup>th</sup> of each year respectively. The proposed revisions to Rule 12-15 would require facilities to submit copies of the same reports to the Air District five days after the corresponding submission deadline to CARB.

BUDGET CONSIDERATION / FINANCIAL IMPACT

None. Staff is currently reviewing the impacts of the CTR Regulation on existing operations and expects that additional staff may need to be added in the Engineering, Inventory, Software Development and Compliance and Enforcement Groups to handle its requirements. Staff expects to return to the Board of Directors mid-year to discuss these needs.

Respectively submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Mark Gage  
Reviewed by: Damian Breen and Pamela Leong

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Report of the Mobile Source Committee Meeting of July 25, 2019

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**RECOMMENDED ACTION**

The Mobile Source Committee (Committee) recommends Board of Directors approval of the following items:

- A) Projects and Contracts with Proposed Grant Awards Over \$100,000
  - 1) Approve recommended projects with proposed grant awards over \$100,000 as shown in Attachment 1; and
  - 2) Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.
- B) Update on the State Truck and Bus Regulation
  - 1) None; receive and file.
- C) Approval of Contract for Clean Cars for All Program Case Managers
  - 1) Authorize the Executive Officer to amend the Air District's contract with GRID Alternatives to include an additional \$300,000 in funds to perform case management services for the Clean Cars for All Program as it expands to all residents of the Bay Area.
- D) Update on the 32<sup>nd</sup> International Electric Vehicle Symposium
  - 1) None; receive and file.

**BACKGROUND**

The Committee met on Thursday, July 25, 2019, and received the following reports:

- A) Projects and Contracts with Proposed Grant Awards Over \$100,000;
- B) Update on the State Truck and Bus Regulation;



- C) Approval of Contract for Clean Cars for All Program Case Managers; and
- D) Update on the 32nd International Electric Vehicle Symposium.

Chairperson David Canepa will provide an oral report of the Committee meeting.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None. The Air District distributes CMP, MSIF, Community Health Protection Grant Program, TFCA, Carbon Offset Fund, and RFG funding to public agencies and private entities on a reimbursement basis. Funding for administrative costs is provided by each funding source;
- B) None;
- C) Funding for this GRID Alternatives contract comes from grant funding from CARB for the Clean Cars for All program and from grant funding from the California Department of Transportation for electric vehicle outreach; and
- D) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Erica Trask  
Reviewed by: Vanessa Johnson

Attachment 19A: 07/25/2019 – Mobile Source Committee Meeting Agenda #4  
Attachment 19B: 07/25/2019 – Mobile Source Committee Meeting Agenda #5  
Attachment 19C: 07/25/2019 – Mobile Source Committee Meeting Agenda #6  
Attachment 19D: 07/25/2019 – Mobile Source Committee Meeting Agenda #7

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson David Canepa and Members  
of the Mobile Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 16, 2019

Re: Projects and Contracts with Proposed Grant Awards Over \$100,000

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**RECOMMENDED ACTION**

Recommend Board of Directors:

1. Approve recommended projects with proposed grant awards over \$100,000 as shown in Attachment 1; and
2. Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.

**BACKGROUND**

The Bay Area Air Quality Management District (Air District) has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of oxides of nitrogen (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Eligible heavy-duty diesel engine applications include on-road trucks and buses, off-road equipment, marine vessels, locomotives, and stationary agricultural pump engines.

Assembly Bill 923 (AB 923 - Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase their motor vehicle registration surcharge up to an additional \$2 per vehicle. The revenues from the additional \$2 surcharge are deposited in the Air District's Mobile Source Incentive Fund (MSIF). AB 923 stipulates that air districts may use the revenues generated by the additional \$2 surcharge for projects eligible under the CMP.

In 2017, Assembly Bill (AB) 617 directed the CARB, in conjunction with local air districts to establish the Community Air Protection Program. AB 617 provides a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. In advance of the development of the Community Air Protection Program, the Governor and legislature established an early action component to AB 617 to use existing incentive programs to get immediate emission reductions in

the communities most affected by air pollution. AB 134 (2017) appropriated \$250 million from the Greenhouse Gas Reduction Fund (GGRF) to reduce mobile source emissions including criteria pollutants, toxic air contaminants, and greenhouse gases in those communities. The Bay Area has been allocated \$50 million of these funds for emission reduction projects. These funds will be used to implement projects under the CMP, and optionally on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program.

On February 21, 2018, the Board of Directors (Board) authorized Air District participation in Year 20 of the CMP, and authorized the Executive Officer/APCO to execute Grant Agreements and amendments for projects funded with CMP funds or MSIF revenues, with individual grant award amounts up to \$100,000.

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority for the Transportation Fund for Clean Air (TFCA) and requirements of the program are set forth in the HSC Sections 44241 and 44242. Sixty percent of TFCA funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air, electric vehicle charging station program) and to a program referred to as the TFCA Regional Fund. Each year, the Board allocates funding and adopts policies and evaluation criteria that govern the expenditure of TFCA Regional Fund monies. The remaining forty percent of TFCA funds are pass-through funds to the designated County Program Manager (CPM) in each of the nine counties within the Air District's jurisdiction.

On May 2, 2018, the Board authorized funding allocations for use of the sixty percent of the TFCA revenue in Fiscal Year Ending (FYE) 2019, cost-effectiveness limits for Air District-sponsored FYE 2019 programs, and the Executive Officer/APCO to execute grant agreements and amendments for TFCA-revenue funded projects with individual grant award amounts up to \$100,000. On June 6, 2018, the Board adopted policies and evaluation criteria for the FYE 2019 TFCA Regional Fund program.

Projects with grant award amounts over \$100,000, are brought to the Mobile Source Committee for consideration at least on a quarterly basis. Staff reviews and evaluates grant applications based upon the respective governing policies and guidelines established by the CARB and the Board.

In addition to the above sources, staff also worked to secure new sources of funding (e.g., settlements) to further reduce emissions in the region. On September 10, 2007, the Attorney General (AG) of California entered into a Settlement Agreement with ConocoPhillips Company (Conoco) to resolve a dispute regarding the environmental impact of greenhouse gas (GHG) emissions from the Clean Fuels Expansion Project at the refinery in Rodeo, California. The Settlement Agreement required Conoco to make payment to a Carbon Offset Fund established by the Air District. On November 24, 2008, the AG and the Air District entered into a Memorandum of Understanding (MOU) authorizing the Air District to administer a grant program using Carbon Offset Fund monies for projects that will achieve GHG reductions in the Air District's jurisdiction, with priorities given to projects near the Conoco refinery in Rodeo, and the next highest priority given to projects in other areas of Contra Costa County. The Air District received \$4,443,025 from

Conoco in June 2009. As of December 2015, all the Air District Board-approved projects had been implemented leaving a balance in the Carbon Offset Fund of approximately \$517,270, which included funds from projects that had been canceled and completed under budget and from interest accrued.

On February 4, 2016, the AG and the Air District executed Amendment #1 to the MOU, allowing the remaining funds from the Carbon Offset Fund to be awarded to projects that reduce GHG emissions from commercial lawn and garden equipment. On February 17, 2016, the Board approved the allocation of the Carbon Offset Fund balance for the implementation of a commercial lawn and garden equipment exchange program and authorized the Executive Officer/APCO to enter into funding agreements and contracts up to \$100,000 for eligible projects. In accordance with the Carbon Offset Fund requirements, funds were first offered to the four communities closest to Conoco (Rodeo, Hercules, Crockett, and Pinole), then to all public agencies in Alameda and Contra Costa Counties, and finally to all public agencies in the Air District's jurisdiction once the program had been open for 90 days.

The Bay Area Clean Air Foundation (Foundation) is a nonprofit support organization for the Air District. As part of its operation, the Foundation applies for grant funding from various sources and accepts funding to reduce and offset air emissions within the boundaries of the Air District. To administer the grant programs associated with this funding, the Foundation has a contract with the Air District, which allows for staff to be used to complete work to expend these monies. On December 5, 2017, the Foundation entered into a contract for approximately \$1.3 million in funding with the administrators of the Reformulated Gas Settlement Fund (RFG) to support projects that help accelerate the adoption of zero- and near-zero-emission equipment and vehicles operating in and around the West Oakland community.

## DISCUSSION

### **Carl Moyer Program and Community Health Protection Grant Program:**

For the CMP Year 20 cycle, the Air District had more than \$11 million available for eligible CMP and school bus projects from a combination of MSIF and CMP funds. The Air District started accepting project applications for the CMP Year 20 funding cycle on June 25, 2018 and applications are accepted and evaluated on a first-come, first-served basis. On December 20, 2017, the Board authorized the Air District to accept, obligate, and expend \$50 million in AB 134 funds through the Community Health Protection Grant Program.

As of July 3, 2019, the Air District had received 260 project applications. Of the applications that have been evaluated between May 3, 2019 and July 3, 2019, six eligible projects have proposed individual grant awards over \$100,000. These projects will replace 6 pieces of off-road agricultural equipment, 2 off-road loaders, 1 excavator, 7 forklifts, 9 transit buses, and 5 school buses. These projects will reduce over 4.9 tons of NOx, ROG and PM per year. Staff recommends the allocation of \$3,342,059 for these projects from a combination of CMP funds and MSIF revenues. Attachment 1, Table 1, provides additional information on these projects.

Attachment 2 lists all of the eligible projects that have been received by the Air District as of July

3, 2019, including information about the equipment category, award amounts, estimated emissions reductions, and county location. Approximately 58% of the funds have been awarded to projects that reduce emissions in highly impacted Bay Area communities. Attachment 4, Figures 4 and 5 summarize the cumulative allocation of CMP, MSIF, and Community Health Protection Grant Program funding since 2009 (more than \$273 million awarded to 1,179 projects).

#### **Transportation Fund for Clean Air Program:**

In FYE 2019, the Air District had approximately \$20 million in TFCA funds available for eligible projects. As of July 3, 2019, the Air District had received 92 project applications.

Of the applications that were evaluated between May 3, 2019 and July 3, 2019, one eligible TFCA project has proposed individual grant award over \$100,000. This project will construct approximately 3.03 miles of Class I and IV bikeways along the San Francisco Bay Trail and Napa Valley Vine Trail regional networks in the City of Vallejo to close the gap from the Vallejo Ferry Terminal to the City of American Canyon, and will reduce over 0.1 tons of NO<sub>x</sub>, ROG, and PM per year. Staff recommends an award of \$700,000 in TFCA funds for this project. Attachment 1, Table 2, provides additional information on this project.

Attachment 3, Table 1, lists all eligible TFCA projects that were evaluated as of July 3, 2019, including information about the equipment category, award amounts, estimated emissions reductions, and county location. Additionally, \$252,000 of TFCA funds were awarded as match to eligible on-road vehicle projects through the West Oakland Zero-Emission Grant Program discussed below. Approximately 34% of the funds have been awarded to projects that reduce emissions in highly impacted Bay Area communities.

#### **Commercial Lawn and Garden Equipment Exchange Program:**

In FYE 2019, approximately \$171,000 in Carbon Offset Funds were available for allocation to eligible commercial lawn and garden replacement projects. As of July 3, 2019, the Air District had received five applications.

In addition to the five new applications, the Air District received a request to increase funding by \$3,141.10, for a project that was awarded \$99,972.90 in 2017. This project removes and replaces 38 pieces of diesel-fueled lawn and garden equipment with zero-emission equipment located at the University of California Berkeley (UC Berkeley). Staff recommends increasing the total award for this project to \$103,115, which allows UC Berkeley to choose the equipment that best fits their operating needs. Attachment 1, Table 3, provides additional information on this project.

Attachment 3, Table 3, lists all eligible Commercial Lawn and Garden Equipment Exchange Program projects that were evaluated as of July 3, 2019, including information about the equipment category, award amounts, and county location.

#### **Reformulated Gas Settlement Fund Program:**

Since April of 2018, the Air District has conducted three rounds of solicitations for the West

Oakland Zero-Emission Grant Program, which offered a total of \$1.17 million in RFG funds for eligible projects that reduce petroleum usage and air pollution in and around West Oakland and the Port of Oakland. The Air District had received nine project applications before the last of these rounds closed on June 30, 2019. Of the applications that were evaluated between May 3, 2019 and July 3, 2019, none of the eligible projects proposed an individual grant award over \$100,000.

Attachment 3, Table 2, lists all eligible RFG projects that were evaluated as of July 3, 2019, including information about the equipment category, award amounts, estimated emissions reductions, and location. All RFG funds have been awarded to projects that reduce emissions in highly impacted Bay Area communities.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The Air District distributes CMP, MSIF, Community Health Protection Grant Program, TFCA, Carbon Offset Fund, and RFG funding to public agencies and private entities on a reimbursement basis. Funding for administrative costs is provided by each funding source.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Anthony Fournier, Linda Hai, Betty Kwan, and Mark Tang

Reviewed by: Karen Schkolnick, Chengfeng Wang and Ken Mak

Attachment 1: Projects with grant awards greater than \$100,000

Attachment 2: CMP/MSIF, FARMER and Community Health Protection Grant Program approved projects

Attachment 3: TFCA, RFG and Commercial Lawn and Garden approved and eligible projects

Attachment 4: Summary of funding awarded between 7/1/18 and 7/3/19

## AGENDA 4 - ATTACHMENT 1

Table 1 - Carl Moyer Program/ Mobile Source Incentive Fund, FARMER, and Community Health Protection Grant Program projects with grant awards greater than \$100k (Evaluated between 5/3/19 and 7/3/19)

Project #	Applicant name	Equipment Category	Project Description	Proposed contract award	Total project cost	Emission Reductions (Tons per year)			County
						NOx	ROG	PM	
20MOY219	Blue House Farm, LLC	Ag/ off-road	Replacement of 4 pieces of diesel off-road agricultural equipment	\$ 189,390	\$ 246,666	0.438	0.052	0.038	San Mateo
20MOY229	Palm Drive Vineyards LLC	Ag/ off-road	Replacement of 2 pieces of diesel off-road agricultural equipment	\$ 104,475	\$ 136,857	0.317	0.044	0.027	Sonoma
20MOY228	Premier Recycle Company	Off-road	Replacement of 1 diesel loader and 1 diesel excavator	\$ 330,925	\$ 383,140	1.602	0.149	0.091	Santa Clara
20MOY226	American Soil Products, Inc.	Off-road	Replacement of 1 loader and 7 forklifts with 1 diesel loader and 7 electric forklifts and infrastructure	\$ 512,201	\$ 942,634	0.665	0.120	0.027	Alameda
20MOY242	Santa Clara Valley Transportation Authority	On-road	Replacement of 9 diesel transit buses with electric buses and infrastructure	\$ 1,158,578	\$ 9,288,440	0.722	0.011	0.004	Santa Clara
20SBP185	Michael's Transportation Service, Inc.	On-road	Replacement of 5 diesel buses with electric buses and infrastructure	\$ 1,046,490	\$ 2,264,130	0.556	0.049	0.004	Solano
<b>6 Projects</b>				\$ 3,342,059	\$ 13,261,867	4.300	0.426	0.192	

Table 2 - Transportation Fund for Clean Air projects with grant awards greater than \$100k (Evaluated between 5/3/19 and 7/3/19)

Project #	Applicant name	Project Category	Project Description	Proposed contract award	Total project cost	Emission Reductions (Tons per year)			County
						NO <sub>x</sub>	ROG	PM	
20R01	Solano Transportation Authority	Bike Facilities	Install and maintain 3.03 miles of Class I and IV bikeways in Vallejo	\$ 700,000	\$ 5,128,000	0.022	0.011	0.084	Solano
<b>1 Projects</b>				\$ 700,000	\$ 5,128,000	0.022	0.011	0.084	

Table 3 - Other projects with grant awards  
greater than \$100k (Evaluated between 5/3/19 and 7/3/19)

Project #	Applicant name	Equipment Category	Project Description	Proposed contract award	Total project cost	Emission Reductions (Tons per year)			County
						NOx	ROG	PM	
CLG2-06*	University of California, Berkeley	Commercial Lawn & Garden	Scrap and replace 38 pieces of lawn and garden equipment	\$ 103,115	\$ 103,115.00	N/A	N/A	N/A	Alameda
<b>1 Projects</b>				\$ 103,115	\$ 103,115	N/A	N/A	N/A	

\* The award amount for this project consists of \$99,972.90 that was previously awarded and the proposed additional award of \$3,141.10.

MOBILE SOURCE COMMITTEE  
MEETING OF 07/25/2019



## AGENDA 4 - ATTACHMENT 2

*CMP/MSIF, FARMER and Community Health Protection Grant Program approved projects  
(between 7/6/18 and 7/3/19)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
19MOY166	On-road	Equipment replacement	1	\$ 45,000.00	Deol Trans / Piara Singh	0.668	0.050	0.004	APCO	Contra Costa
19MOY168	Ag/ off-road	Equipment replacement	1	\$ 33,000.00	Rancho Las Juntas Vineyard	0.028	0.006	0.004	APCO	Contra Costa
19MOY163	Marine	Engine replacement	1	\$ 180,000.00	Bettencourt and Son (Commercial fishing)	0.647	0.009	0.021	10/17/2018	San Mateo
19MOY182	On-road	Equipment replacement	1	\$ 45,000.00	Thy Trucking	0.677	0.050	0.004	APCO	Alameda
19MOY185	On-road	Equipment replacement	1	\$ 60,000.00	Puerta Trucking	0.717	0.097	0.032	APCO	Merced
19MOY158	Ag/ off-road	Equipment replacement	1	\$ 117,000.00	Ocean Breeze Dairy	0.310	0.020	0.015	10/17/2018	Sonoma
19MOY159	Ag/ off-road	Equipment replacement	1	\$ 40,480.00	Trefethen Farming LLC	0.173	0.030	0.021	APCO	Napa
19MOY176	Ag/ off-road	Equipment replacement	1	\$ 60,930.00	Bazan Vineyard Management	0.198	0.033	0.025	APCO	Napa
19SBP12	School bus	Equipment replacement	4	\$ 512,170.00	Moreland School District	0.237	0.016	0.000	10/17/2018	Santa Clara
19MOY148	Off-road	Equipment replacement	2	\$ 197,278.00	The Lumber Baron, Inc.	0.178	0.044	0.008	10/17/2018	Alameda
19SBP97	School bus	Equipment replacement	8	\$ 1,635,693.00	Vallejo City Unified School District	0.826	0.065	0.000	10/17/2018	Solano
19MOY175	Off-road	Equipment replacement	1	\$ 75,680.00	Mt. Diablo Landscape Centers, LLC	0.189	0.031	0.023	APCO	Contra Costa
20MOY51	Ag/ off-road	Equipment replacement	5	\$ 467,856.00	Johnson and Neles Dairy	1.985	0.208	0.124	10/17/2018	Sonoma
20MOY52	On-road	Equipment replacement	1	\$ 60,000.00	James Marlowe Carson	0.904	0.068	0.005	APCO	Napa
19MOY181	Ag/ off-road	Equipment replacement	1	\$ 50,300.00	Jensen Ranch	0.122	0.019	0.011	APCO	Marin
19SBP140	School bus	Equipment replacement	18	\$ 4,076,369.00	Fremont Unified School District	1.717	0.139	0.034	10/17/2018	Alameda

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20SBP45	School bus	Equipment replacement	2	\$ 1,291,000.00	Campbell Union School District	0.104	0.006	0.000	10/17/2018	Santa Clara
19MOY180	On-road	Equipment replacement	26	\$ 492,100.00	Nestle Waters North America	1.061	0.046	0.003	11/7/2018	Alameda, Solano
20MOY36	On-road	Equipment replacement	1	\$ 60,000.00	ZQR Trucking	0.982	0.074	0.006	APCO	Alameda
20MOY48	Marine	Engine replacement	1	\$ 99,500.00	Michael Thomas Hudson (Commercial fishing)	0.257	0.006	0.010	APCO	Alameda
20MOY60	Ag/ off-road	Equipment replacement	1	\$ 46,355.00	Siqueira Vineyard Management	0.156	0.026	0.018	APCO	Napa
20MOY50	Marine	Engine replacement	2	\$ 159,000.00	Captain Joe's Sport fishing	0.367	0.009	0.017	11/7/2018	San Francisco
20MOY71	Ag/ off-road	Equipment replacement	6	\$ 258,796.00	Vina Management Services	0.865	0.124	0.084	11/7/2018	Sonoma
20MOY65	On-road	Equipment replacement	1	\$ 40,000.00	Zahniser Trucking	0.738	0.122	0.006	APCO	Contra Costa
20MOY29	Off-road	Equipment replacement	3	\$ 15,000.00	D. C. Metals, Inc.	0.126	0.034	0.001	APCO	Alameda
20MOY62	Ag/ off-road	Equipment replacement	1	\$ 60,190.00	Vezer Family Vineyards	0.048	0.012	0.010	APCO	Solano
20MOY46	On-road	Equipment replacement	1	\$ 49,000.00	Akal Sahai Truck Lines Inc.	1.446	0.217	0.000	APCO	Alameda
20MOY63	On-road	Equipment replacement	1	\$ 23,500.00	Always Express Transportation	0.179	0.011	0.001	APCO	Alameda
20MOY49	Marine	Engine replacement	1	\$ 148,000.00	F/V Rose Marie Inc.	0.597	-0.011	0.024	12/19/2018	San Francisco
20MOY94	Marine	Engine replacement	1	\$ 44,000.00	Jeffrey A Sylva (Commercial fishing)	0.116	0.001	0.004	APCO	Santa Clara
20MOY41	Ag/ off-road	Equipment replacement	1	\$ 29,500.00	Kehoe Dairy, Inc	0.049	0.002	0.003	APCO	Marin
20MOY66	Ag/ off-road	Equipment replacement	3	\$ 188,700.00	Pina Vineyard Management, LLC.	0.160	0.037	0.028	12/19/2018	Napa
20MOY64	On-road	Equipment replacement	1	\$ 60,000.00	Basra Trucking	1.570	0.239	0.083	APCO	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20SBP08	School bus	Equipment replacement	3	\$ 1,143,464.00	Antioch Unified School District	0.298	0.023	0.011	12/19/2018	Contra Costa
20MOY76	Ag/ off-road	Equipment replacement	4	\$ 169,400.00	FN Viticulture, LLC	0.514	0.057	0.048	12/19/2018	Napa
20MOY97	On-road	Equipment replacement	1	\$ 40,000.00	Gosal Trucking	0.835	0.138	0.047	APCO	Contra Costa
20MOY43	Marine	Engine replacement	2	\$ 458,000.00	Michael Peery (Commercial fishing)	1.409	0.009	0.059	12/19/2018	Solano
20MOY100	Ag/ off-road	Equipment replacement	3	\$ 136,520.00	Grand Crew Vineyard Management	0.211	0.077	0.033	12/19/2018	Napa
20MOY96	On-road	Equipment replacement	1	\$ 60,000.00	Reliable Express Transportation Inc.	0.586	0.043	0.003	APCO	Alameda
20MOY67	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Three	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY68	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Four	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY69	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Five	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY110	Off-road	Equipment replacement	3	\$ 928,500.00	Steven's Creek Quarry, Inc.	5.136	0.232	0.138	12/19/2018	Santa Clara
20MOY117	On-road	Hydrogen fueling infrastructure	1	\$ 750,000.00	Alameda-Contra Costa Transit District	0.718	0.011	0.004	12/19/2018	Alameda
20SBP1	School bus	Equipment replacement	2	\$ 320,000.00	Pittsburg Unified School District	0.199	0.164	0.001	12/19/2018	Contra Costa
20MOY95	Ag/ off-road	Equipment replacement	1	\$ 159,600.00	Stan Poncia dba Terrilinda Dairy	0.893	0.116	0.066	12/19/2018	Sonoma
20MOY99	Ag/ off-road	Equipment replacement	2	\$ 121,800.00	T and M Agricultural Services, LLC	0.359	0.047	0.032	12/19/2018	Napa
20SBP72	School bus	Equipment replacement	6	\$ 1,246,785.00	Milpitas Unified School District	0.318	0.019	0.007	12/19/2018	Santa Clara
20SBP73	School bus	Equipment replacement	8	\$ 1,659,507.00	Berkeley Unified School District	0.617	0.045	0.132	12/19/2018	Alameda
20MOY119	On-road	Equipment replacement	1	\$ 40,000.00	Francisco Aguilar dba Salazar Trucking	1.113	0.183	0.000	APCO	Contra Costa
20MOY15	On-road	Equipment replacement	1	\$ 10,500.00	RCS Enterprises Inc	0.172	0.019	0.009	APCO	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY120	On-road	Equipment replacement	1	\$ 40,000.00	Goga Trucking	1.066	0.175	0.000	APCO	Alameda
20MOY74	Ag/ off-road	Equipment replacement	1	\$ 57,766.00	Garvey Vineyard Management LLC	0.156	0.009	0.009	APCO	Napa
20MOY107	Marine	Equipment replacement	1	\$ 109,000.00	Argo Sportfishing	1.031	0.016	0.036	2/6/2019	San Francisco
20MOY132	Off-road	Equipment replacement	1	\$ 540,000.00	County Quarry Products, LLC	2.412	0.112	0.066	2/6/2019	Contra Costa
20MOY53	On-road	Equipment replacement	1	\$ 20,000.00	Pars Trucking	0.644	0.097	0.005	APCO	Solano
20MOY111	On-road	Equipment replacement	1	\$ 40,000.00	Jasvir Dosanjh	0.432	0.037	0.000	APCO	Placer
20MOY85	On-road	Equipment replacement	1	\$ 40,000.00	Gurchetan Johal	0.403	0.034	0.003	APCO	Placer
20MOY81	On-road	Equipment replacement	1	\$ 35,000.00	Bevin Thomas	0.366	0.031	0.002	APCO	Sacramento
20MOY92	On-road	Equipment replacement	1	\$ 50,000.00	Sukhvir Singh Tatlah	0.506	0.037	0.003	APCO	Alameda
20MOY87	On-road	Equipment replacement	1	\$ 30,000.00	Rajanpal Singh	0.329	0.028	0.002	APCO	Placer
20MOY108	On-road	Equipment replacement	1	\$ 40,000.00	Sukhdev Singh Johal	0.402	0.034	0.003	APCO	Sacramento
20MOY135	Ag/ off-road	Equipment replacement	1	\$ 38,235.00	Perry Kozlowski Ranch	0.117	0.015	0.010	APCO	Sonoma
20MOY134	Off-road	Engine replacement	8	\$ 1,901,000.00	DeSilva Gates Construction	6.636	0.358	0.190	2/6/2019	Alameda
20MOY141	Off-road	Engine replacement	1	\$ 111,000.00	Concord Iron Works, Inc.	0.308	0.034	0.021	2/6/2019	Contra Costa
20MOY126	Ag/ off-road	Equipment replacement	1	\$ 134,000.00	Kabeela, Inc.	0.229	0.024	0.014	2/6/2019	Santa Clara
20MOY144	Ag/ off-road	Equipment replacement	1	\$ 66,379.00	JPW Development Co., LLC	0.134	0.020	0.012	APCO	Solano
20MOY149	Locomotive	Locomotive replacement	1	\$ 1,550,000.00	Napa Valley Wine Train, Inc.	4.855	0.159	0.110	2/6/2019 & 5/1/2019	Napa
20SBP140	School bus	Equipment replacement	5	\$ 751,061.00	Sunnyvale School District	0.235	0.013	0.005	2/6/2019	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY151	Ag/ off-road	Equipment replacement	1	\$ 68,475.00	Bianchini Inc.	0.165	0.020	0.011	APCO	Marin
20MOY147	On-road	Equipment replacement	1	\$ 40,000.00	Surjit Singh	1.162	0.241	0.000	APCO	Santa Clara
20MOY131	Ag/ off-road	Equipment replacement	1	\$ 25,117.00	E & M Deniz Dairy	0.153	0.024	0.014	APCO	Sonoma
20MOY136	Ag/ off-road	Equipment replacement	1	\$ 27,690.00	Hidden Gem Farms, LLC	0.024	0.023	0.006	APCO	Sonoma
20MOY125	Ag/ off-road	Equipment replacement	1	\$ 41,900.00	O'Brien Family Vineyard LLC	0.199	0.031	0.018	APCO	Napa
20MOY61	On-road	Equipment replacement	1	\$ 15,000.00	Lindsey Anderson Trucking Service	0.437	0.041	0.002	APCO	San Mateo
VBB FYE2019	VBB	Vehicle retirement program	tbd	\$ 7,000,000.00	Pick n Pull, and Environmental Engineering Services	TBD	TBD	TBD	3/6/2019	Regional
VBB FYE2019	VBB	Vehicle retirement outreach	tbd	\$ 200,000.00	Direct Mail Center	TBD	TBD	TBD	3/6/2019	Regional
20MOY137	Ag/ off-road	Equipment replacement	1	\$ 58,320.00	Doti Bros. LLC	0.198	0.033	0.025	APCO	Sonoma
20MOY157	Ag/ off-road	Equipment replacement	1	\$ 205,830.00	McClelland's Dairy	0.716	0.066	0.038	3/6/2019	Sonoma
20MOY159	Ag/ off-road	Equipment replacement	1	\$ 186,400.00	Petaluma Pumpkin Patch, LLC	0.341	0.031	0.017	3/6/2019	Sonoma
20MOY102	Ag/ off-road	Equipment replacement	1	\$ 18,420.00	Leonard Gianno (Farmer)	0.023	0.023	0.006	APCO	Solano
20MOY148	Marine	Engine replacement	1	\$ 196,500.00	John Henry Mellor (Commercial fishing)	0.460	0.008	0.017	3/6/2019	San Francisco
20MOY3	Marine	Engine replacement	2	\$ 97,000.00	Christopher Noel Smith, DBA, Captain Hook Sportfishing	0.947	-0.014	0.038	APCO	Alameda
20MOY90	Marine	Engine replacement	2	\$ 156,000.00	Riverview Equipment Company LLC	0.274	0.000	0.015	3/6/2019	Solano
20MOY70	Marine	Engine replacement	2	\$ 160,000.00	Bay Marine Services, LLC	1.490	0.029	0.047	3/6/2019	Solano
20SBP23	School bus	Equipment replacement	2	\$ 361,692.00	Sonoma Valley Unified School District	0.131	0.009	0.001	3/6/2019	Sonoma

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY175	Locomotive	Equipment replacement	2	\$ 7,400,000.00	California Department of Transportation	18.485	0.698	0.288	3/6/2019	Solano, Contra Costa, Alameda, Santa Clara
20MOY91	Marine	Engine replacement	2	\$ 70,000.00	Riverview Equipment Company LLC	0.125	0.001	0.006	APCO	Solano
20MOY152	Marine	Engine replacement	1	\$ 39,000.00	Patrick Lazzari (Commercial fishing)	0.078	0.001	0.005	APCO	San Francisco
20MOY163	Ag/ off-road	Equipment replacement	1	\$ 32,920.00	Haire Management Co. LLC	0.130	0.023	0.013	APCO	Napa
20SBP75	School bus	Equipment replacement	4	\$ 787,704.00	Napa Valley Unified School District	0.373	0.032	0.000	4/3/2019	Napa
20MOY158	Ag/ off-road	Equipment replacement	1	\$ 58,900.00	Cortina Vineyard Management	0.105	0.007	0.007	APCO	Napa
20MOY156	Ag/ off-road	Equipment replacement	1	\$ 65,000.00	Robert Giacomini Dairy, Inc	0.107	0.011	0.006	APCO	Marin
20MOY171	On-road	Equipment replacement	1	\$ 25,000.00	ELG Trucking	0.715	0.094	0.004	APCO	Santa Clara
20MOY180	On-road	Equipment replacement	1	\$ 27,000.00	Salvador Uribe dba/ Don Luis	0.269	0.019	0.001	APCO	Santa Clara
20MOY179	On-road	Equipment replacement	1	\$ 13,000.00	Bayside Building Materials, Inc.	0.360	0.043	0.002	APCO	San Mateo
20MOY166	Ag/ off-road	Equipment replacement	5	\$ 236,560.00	Freixenet Sonoma Caves Inc.	1.028	0.155	0.119	4/3/2019	Sonoma
20SBP169	School bus	CNG Tank Replacement	3	\$ 60,000.00	West County Transportation Agency	0.000	0.000	0.000	APCO	Sonoma
20SBP187	School bus	Equipment replacement	7	\$ 1,437,212.00	Ravenswood City School District	0.388	0.022	0.014	5/1/2019	San Mateo
20MOY181	On-road	Equipment replacement	3	\$ 55,000.00	Zepeda's Trucking	0.533	0.043	0.000	APCO	Alameda
20MOY37	Off-road	Equipment replacement	1	\$ 50,500.00	Sugar City Building Materials Company	0.134	0.020	0.012	APCO	Contra Costa
20MOY160	Ag/ off-road	Equipment replacement	2	\$ 99,900.00	San Antonio Creek Vineyards	0.179	0.027	0.018	APCO	Solano
20MOY182	Marine	Engine replacement	2	\$ 180,000.00	Pacific Pescador LLC (Commercial fishing)	1.171	0.011	0.047	5/1/2019	San Mateo

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY168	On-road	Equipment replacement	1	\$ 45,000.00	Gurwinder Singh	1.214	0.182	0.009	APCO	Alameda
20MOY128	Off-road	Equipment replacement	2	\$ 163,795.00	Coastside Lumber dba South City Lumber & Supply	0.728	0.127	0.029	5/1/2019	San Mateo
20MOY198	Marine	Engine replacement	2	\$ 134,000.00	Amnav Maritime Corporation (Vessel: Sandra Hugh)	0.599	0.054	0.016	5/1/2019	Alameda
20MOY199	Marine	Engine replacement	2	\$ 134,000.00	Amnav Maritime Corporation (Vessel: Revolution)	0.599	0.054	0.016	5/1/2019	Alameda
20SBP165	School bus	Equipment replacement	2	\$ 379,500.00	West County Transportation Agency	0.140	0.006	0.000	5/1/2019	Sonoma
20SBP186	School bus	Equipment replacement	7	\$ 1,352,217.00	Franklin-Mckinley School District	0.461	0.030	0.003	5/1/2019	Santa Clara
20MOY77	Off-road	Equipment replacement	1	\$ 73,969.00	Economy Lumber Company of Oakland, Inc.	0.093	0.019	0.002	APCO	Alameda
20MOY192	On-road	Equipment replacement	1	\$ 26,000.00	Anit Kumar (Truck owner/operator)	0.283	0.024	0.000	APCO	Sacramento
20MOY202	Ag/ off-road	Equipment replacement	3	\$ 163,910.00	Clos Du Val Wine Company, Ltd.	0.413	0.058	0.049	6/5/2019	Napa
20MOY188	On-road	Equipment replacement	1	\$ 15,000.00	SK Transportation, Inc.	0.171	0.014	0.000	APCO	Alameda
20MOY183	Ag/ off-road	Equipment replacement	1	\$ 64,805.00	Chappellet Vineyard, LLC	0.131	0.008	0.008	APCO	Napa
20MOY193	Ag/ off-road	Equipment replacement	1	\$ 34,530.00	Domenico J. Carinalli, Jr.	0.111	0.020	0.014	APCO	Sonoma
20MOY191	Ag/ off-road	Equipment replacement	1	\$ 48,000.00	David Vella DBA Dave Vella Vineyard Mgt	0.051	0.005	0.007	APCO	Napa
20MOY196	Ag/ off-road	Equipment replacement	2	\$ 107,225.00	Loma Del Sol Farming, Inc.	0.287	0.045	0.032	6/5/2019	Sonoma
20MOY178	Ag/ off-road	Equipment replacement	1	\$ 53,500.00	Daniel Evans	0.184	0.029	0.017	APCO	Marin
20MOY176	Ag/ off-road	Equipment replacement	1	\$ 65,000.00	Dominus Estate Corporation	0.149	0.011	0.009	APCO	Napa
20MOY195	On-road	Equipment replacement	1	\$ 26,000.00	Dalbir Singh Padda	0.287	0.024	0.000	APCO	San Joaquin
20MOY212	Ag/ off-road	Equipment replacement	1	\$ 41,260.00	Turnbull Wine Cellars	0.109	0.019	0.013	APCO	Napa

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY224	Ag/ off-road	Equipment replacement	2	\$ 71,150.00	ZD Wines, LLC.	0.112	0.006	0.007	APCO	Napa
20MOY215	Ag/ off-road	Equipment replacement	1	\$ 60,000.00	Green & Red Vineyard / Jay Heminway	0.055	0.010	0.008	APCO	Napa
20MOY219	Ag/ off-road	Equipment replacement	4	\$ 189,390.00	Blue House Farm, LLC	0.438	0.052	0.038	TBD	San Mateo
20MOY221	Off-road	Equipment replacement	1	\$ 91,330.00	McKim Corporation	0.280	0.046	0.036	APCO	Santa Clara
20MOY229	Ag/ off-road	Equipment replacement	2	\$ 104,475.00	Palm Drive Vineyards LLC	0.317	0.044	0.027	TBD	Sonoma
20MOY205	Off-road	Equipment replacement	1	\$ 41,550.00	Express Freight System	0.158	0.023	0.000	APCO	Alameda
20MOY228	Off-road	Equipment replacement	2	\$ 330,925.00	Premier Recycle Company	1.602	0.149	0.091	TBD	Santa Clara
20MOY240	Ag/ off-road	Equipment replacement	1	\$ 53,000.00	CCH Ag Services	0.054	0.009	0.007	APCO	Napa
20MOY226	Off-road	Equipment replacement	8	\$ 512,201.00	American Soil Products, Inc.	0.665	0.120	0.027	TBD	Alameda
20MOY225	Off-road	Equipment replacement	1	\$ 65,000.00	Bauer Equipment America, Inc.	0.215	0.016	0.011	APCO	Alameda
20MOY242	On-road	Equipment replacement	9	\$ 1,158,578.00	Santa Clara Valley Transportation Authority	0.722	0.011	0.004	TBD	Santa Clara
20MOY194	On-road	Equipment replacement	1	\$ 40,000.00	Amar Trucking	0.906	0.079	0.006	APCO	Alameda
20SBP185	School bus	Equipment replacement	5	\$ 1,046,490.00	Michael's Transportation Service, Inc.	0.556	0.049	0.004	TBD	Solano
<b>134 Projects</b>			<b>307</b>	<b>\$ 55,547,254.00</b>		<b>109.430</b>	<b>6.969</b>	<b>4.134</b>		



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*CMP/MSIF, FARMER and Community Health Protection Grant Program approved projects  
(between 7/6/18 and 7/3/19)*

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
19MOY166	On-road	Equipment replacement	1	\$ 45,000.00	Deol Trans / Piara Singh	0.668	0.050	0.004	APCO	Contra Costa
19MOY168	Ag/ off-road	Equipment replacement	1	\$ 33,000.00	Rancho Las Juntas Vineyard	0.028	0.006	0.004	APCO	Contra Costa
19MOY163	Marine	Engine replacement	1	\$ 180,000.00	Bettencourt and Son (Commercial fishing)	0.647	0.009	0.021	10/17/2018	San Mateo
19MOY182	On-road	Equipment replacement	1	\$ 45,000.00	Thy Trucking	0.677	0.050	0.004	APCO	Alameda
19MOY185	On-road	Equipment replacement	1	\$ 60,000.00	Puerta Trucking	0.717	0.097	0.032	APCO	Merced
19MOY158	Ag/ off-road	Equipment replacement	1	\$ 117,000.00	Ocean Breeze Dairy	0.310	0.020	0.015	10/17/2018	Sonoma
19MOY159	Ag/ off-road	Equipment replacement	1	\$ 40,480.00	Trefethen Farming LLC	0.173	0.030	0.021	APCO	Napa
19MOY176	Ag/ off-road	Equipment replacement	1	\$ 60,930.00	Bazan Vineyard Management	0.198	0.033	0.025	APCO	Napa
19SBP12	School bus	Equipment replacement	4	\$ 512,170.00	Moreland School District	0.237	0.016	0.000	10/17/2018	Santa Clara
19MOY148	Off-road	Equipment replacement	2	\$ 197,278.00	The Lumber Baron, Inc.	0.178	0.044	0.008	10/17/2018	Alameda
19SBP97	School bus	Equipment replacement	8	\$ 1,635,693.00	Vallejo City Unified School District	0.826	0.065	0.000	10/17/2018	Solano
19MOY175	Off-road	Equipment replacement	1	\$ 75,680.00	Mt. Diablo Landscape Centers, LLC	0.189	0.031	0.023	APCO	Contra Costa
20MOY51	Ag/ off-road	Equipment replacement	5	\$ 467,856.00	Johnson and Neles Dairy	1.985	0.208	0.124	10/17/2018	Sonoma
20MOY52	On-road	Equipment replacement	1	\$ 60,000.00	James Marlowe Carson	0.904	0.068	0.005	APCO	Napa
19MOY181	Ag/ off-road	Equipment replacement	1	\$ 50,300.00	Jensen Ranch	0.122	0.019	0.011	APCO	Marin
19SBP140	School bus	Equipment replacement	18	\$ 4,076,369.00	Fremont Unified School District	1.717	0.139	0.034	10/17/2018	Alameda

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20SBP45	School bus	Equipment replacement	2	\$ 1,291,000.00	Campbell Union School District	0.104	0.006	0.000	10/17/2018	Santa Clara
19MOY180	On-road	Equipment replacement	26	\$ 492,100.00	Nestle Waters North America	1.061	0.046	0.003	11/7/2018	Alameda, Solano
20MOY36	On-road	Equipment replacement	1	\$ 60,000.00	ZQR Trucking	0.982	0.074	0.006	APCO	Alameda
20MOY48	Marine	Engine replacement	1	\$ 99,500.00	Michael Thomas Hudson (Commercial fishing)	0.257	0.006	0.010	APCO	Alameda
20MOY60	Ag/ off-road	Equipment replacement	1	\$ 46,355.00	Siqueira Vineyard Management	0.156	0.026	0.018	APCO	Napa
20MOY50	Marine	Engine replacement	2	\$ 159,000.00	Captain Joe's Sport fishing	0.367	0.009	0.017	11/7/2018	San Francisco
20MOY71	Ag/ off-road	Equipment replacement	6	\$ 258,796.00	Vina Management Services	0.865	0.124	0.084	11/7/2018	Sonoma
20MOY65	On-road	Equipment replacement	1	\$ 40,000.00	Zahniser Trucking	0.738	0.122	0.006	APCO	Contra Costa
20MOY29	Off-road	Equipment replacement	3	\$ 15,000.00	D. C. Metals, Inc.	0.126	0.034	0.001	APCO	Alameda
20MOY62	Ag/ off-road	Equipment replacement	1	\$ 60,190.00	Vezer Family Vineyards	0.048	0.012	0.010	APCO	Solano
20MOY46	On-road	Equipment replacement	1	\$ 49,000.00	Akal Sahai Truck Lines Inc.	1.446	0.217	0.000	APCO	Alameda
20MOY63	On-road	Equipment replacement	1	\$ 23,500.00	Always Express Transportation	0.179	0.011	0.001	APCO	Alameda
20MOY49	Marine	Engine replacement	1	\$ 148,000.00	F/V Rose Marie Inc.	0.597	-0.011	0.024	12/19/2018	San Francisco
20MOY94	Marine	Engine replacement	1	\$ 44,000.00	Jeffrey A Sylva (Commercial fishing)	0.116	0.001	0.004	APCO	Santa Clara
20MOY41	Ag/ off-road	Equipment replacement	1	\$ 29,500.00	Kehoe Dairy, Inc	0.049	0.002	0.003	APCO	Marin
20MOY66	Ag/ off-road	Equipment replacement	3	\$ 188,700.00	Pina Vineyard Management, LLC.	0.160	0.037	0.028	12/19/2018	Napa
20MOY64	On-road	Equipment replacement	1	\$ 60,000.00	Basra Trucking	1.570	0.239	0.083	APCO	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20SBP08	School bus	Equipment replacement	3	\$ 1,143,464.00	Antioch Unified School District	0.298	0.023	0.011	12/19/2018	Contra Costa
20MOY76	Ag/ off-road	Equipment replacement	4	\$ 169,400.00	FN Viticulture, LLC	0.514	0.057	0.048	12/19/2018	Napa
20MOY97	On-road	Equipment replacement	1	\$ 40,000.00	Gosal Trucking	0.835	0.138	0.047	APCO	Contra Costa
20MOY43	Marine	Engine replacement	2	\$ 458,000.00	Michael Peery (Commercial fishing)	1.409	0.009	0.059	12/19/2018	Solano
20MOY100	Ag/ off-road	Equipment replacement	3	\$ 136,520.00	Grand Crew Vineyard Management	0.211	0.077	0.033	12/19/2018	Napa
20MOY96	On-road	Equipment replacement	1	\$ 60,000.00	Reliable Express Transportation Inc.	0.586	0.043	0.003	APCO	Alameda
20MOY67	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Three	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY68	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Four	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY69	Marine	Engine replacement	4	\$ 1,613,500.00	Harley Marine Services, Inc. Vessel: Z-Five	4.801	-0.135	0.380	12/19/2018	Alameda
20MOY110	Off-road	Equipment replacement	3	\$ 928,500.00	Steven's Creek Quarry, Inc.	5.136	0.232	0.138	12/19/2018	Santa Clara
20MOY117	On-road	Hydrogen fueling infrastructure	1	\$ 750,000.00	Alameda-Contra Costa Transit District	0.718	0.011	0.004	12/19/2018	Alameda
20SBP1	School bus	Equipment replacement	2	\$ 320,000.00	Pittsburg Unified School District	0.199	0.164	0.001	12/19/2018	Contra Costa
20MOY95	Ag/ off-road	Equipment replacement	1	\$ 159,600.00	Stan Poncia dba Terrilinda Dairy	0.893	0.116	0.066	12/19/2018	Sonoma
20MOY99	Ag/ off-road	Equipment replacement	2	\$ 121,800.00	T and M Agricultural Services, LLC	0.359	0.047	0.032	12/19/2018	Napa
20SBP72	School bus	Equipment replacement	6	\$ 1,246,785.00	Milpitas Unified School District	0.318	0.019	0.007	12/19/2018	Santa Clara
20SBP73	School bus	Equipment replacement	8	\$ 1,659,507.00	Berkeley Unified School District	0.617	0.045	0.132	12/19/2018	Alameda
20MOY119	On-road	Equipment replacement	1	\$ 40,000.00	Francisco Aguilar dba Salazar Trucking	1.113	0.183	0.000	APCO	Contra Costa
20MOY15	On-road	Equipment replacement	1	\$ 10,500.00	RCS Enterprises Inc	0.172	0.019	0.009	APCO	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY120	On-road	Equipment replacement	1	\$ 40,000.00	Goga Trucking	1.066	0.175	0.000	APCO	Alameda
20MOY74	Ag/ off-road	Equipment replacement	1	\$ 57,766.00	Garvey Vineyard Management LLC	0.156	0.009	0.009	APCO	Napa
20MOY107	Marine	Equipment replacement	1	\$ 109,000.00	Argo Sportfishing	1.031	0.016	0.036	2/6/2019	San Francisco
20MOY132	Off-road	Equipment replacement	1	\$ 540,000.00	County Quarry Products, LLC	2.412	0.112	0.066	2/6/2019	Contra Costa
20MOY53	On-road	Equipment replacement	1	\$ 20,000.00	Pars Trucking	0.644	0.097	0.005	APCO	Solano
20MOY111	On-road	Equipment replacement	1	\$ 40,000.00	Jasvir Dosanjh	0.432	0.037	0.000	APCO	Placer
20MOY85	On-road	Equipment replacement	1	\$ 40,000.00	Gurchetan Johal	0.403	0.034	0.003	APCO	Placer
20MOY81	On-road	Equipment replacement	1	\$ 35,000.00	Bevin Thomas	0.366	0.031	0.002	APCO	Sacramento
20MOY92	On-road	Equipment replacement	1	\$ 50,000.00	Sukhvir Singh Tatlah	0.506	0.037	0.003	APCO	Alameda
20MOY87	On-road	Equipment replacement	1	\$ 30,000.00	Rajanpal Singh	0.329	0.028	0.002	APCO	Placer
20MOY108	On-road	Equipment replacement	1	\$ 40,000.00	Sukhdev Singh Johal	0.402	0.034	0.003	APCO	Sacramento
20MOY135	Ag/ off-road	Equipment replacement	1	\$ 38,235.00	Perry Kozlowski Ranch	0.117	0.015	0.010	APCO	Sonoma
20MOY134	Off-road	Engine replacement	8	\$ 1,901,000.00	DeSilva Gates Construction	6.636	0.358	0.190	2/6/2019	Alameda
20MOY141	Off-road	Engine replacement	1	\$ 111,000.00	Concord Iron Works, Inc.	0.308	0.034	0.021	2/6/2019	Contra Costa
20MOY126	Ag/ off-road	Equipment replacement	1	\$ 134,000.00	Kabeela, Inc.	0.229	0.024	0.014	2/6/2019	Santa Clara
20MOY144	Ag/ off-road	Equipment replacement	1	\$ 66,379.00	JPW Development Co., LLC	0.134	0.020	0.012	APCO	Solano
20MOY149	Locomotive	Locomotive replacement	1	\$ 1,550,000.00	Napa Valley Wine Train, Inc.	4.855	0.159	0.110	2/6/2019 & 5/1/2019	Napa
20SBP140	School bus	Equipment replacement	5	\$ 751,061.00	Sunnyvale School District	0.235	0.013	0.005	2/6/2019	Santa Clara

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY151	Ag/ off-road	Equipment replacement	1	\$ 68,475.00	Bianchini Inc.	0.165	0.020	0.011	APCO	Marin
20MOY147	On-road	Equipment replacement	1	\$ 40,000.00	Surjit Singh	1.162	0.241	0.000	APCO	Santa Clara
20MOY131	Ag/ off-road	Equipment replacement	1	\$ 25,117.00	E & M Deniz Dairy	0.153	0.024	0.014	APCO	Sonoma
20MOY136	Ag/ off-road	Equipment replacement	1	\$ 27,690.00	Hidden Gem Farms, LLC	0.024	0.023	0.006	APCO	Sonoma
20MOY125	Ag/ off-road	Equipment replacement	1	\$ 41,900.00	O'Brien Family Vineyard LLC	0.199	0.031	0.018	APCO	Napa
20MOY61	On-road	Equipment replacement	1	\$ 15,000.00	Lindsey Anderson Trucking Service	0.437	0.041	0.002	APCO	San Mateo
VBB FYE2019	VBB	Vehicle retirement program	tbd	\$ 7,000,000.00	Pick n Pull, and Environmental Engineering Services	TBD	TBD	TBD	3/6/2019	Regional
VBB FYE2019	VBB	Vehicle retirement outreach	tbd	\$ 200,000.00	Direct Mail Center	TBD	TBD	TBD	3/6/2019	Regional
20MOY137	Ag/ off-road	Equipment replacement	1	\$ 58,320.00	Dotti Bros. LLC	0.198	0.033	0.025	APCO	Sonoma
20MOY157	Ag/ off-road	Equipment replacement	1	\$ 205,830.00	McClelland's Dairy	0.716	0.066	0.038	3/6/2019	Sonoma
20MOY159	Ag/ off-road	Equipment replacement	1	\$ 186,400.00	Petaluma Pumpkin Patch, LLC	0.341	0.031	0.017	3/6/2019	Sonoma
20MOY102	Ag/ off-road	Equipment replacement	1	\$ 18,420.00	Leonard Gianno (Farmer)	0.023	0.023	0.006	APCO	Solano
20MOY148	Marine	Engine replacement	1	\$ 196,500.00	John Henry Mellor (Commercial fishing)	0.460	0.008	0.017	3/6/2019	San Francisco
20MOY3	Marine	Engine replacement	2	\$ 97,000.00	Christopher Noel Smith, DBA, Captain Hook Sportfishing	0.947	-0.014	0.038	APCO	Alameda
20MOY90	Marine	Engine replacement	2	\$ 156,000.00	Riverview Equipment Company LLC	0.274	0.000	0.015	3/6/2019	Solano
20MOY70	Marine	Engine replacement	2	\$ 160,000.00	Bay Marine Services, LLC	1.490	0.029	0.047	3/6/2019	Solano
20SBP23	School bus	Equipment replacement	2	\$ 361,692.00	Sonoma Valley Unified School District	0.131	0.009	0.001	3/6/2019	Sonoma

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY175	Locomotive	Equipment replacement	2	\$ 7,400,000.00	California Department of Transportation	18.485	0.698	0.288	3/6/2019	Solano, Contra Costa, Alameda, Santa Clara
20MOY91	Marine	Engine replacement	2	\$ 70,000.00	Riverview Equipment Company LLC	0.125	0.001	0.006	APCO	Solano
20MOY152	Marine	Engine replacement	1	\$ 39,000.00	Patrick Lazzari (Commercial fishing)	0.078	0.001	0.005	APCO	San Francisco
20MOY163	Ag/ off-road	Equipment replacement	1	\$ 32,920.00	Haire Management Co. LLC	0.130	0.023	0.013	APCO	Napa
20SBP75	School bus	Equipment replacement	4	\$ 787,704.00	Napa Valley Unified School District	0.373	0.032	0.000	4/3/2019	Napa
20MOY158	Ag/ off-road	Equipment replacement	1	\$ 58,900.00	Cortina Vineyard Management	0.105	0.007	0.007	APCO	Napa
20MOY156	Ag/ off-road	Equipment replacement	1	\$ 65,000.00	Robert Giacomini Dairy, Inc	0.107	0.011	0.006	APCO	Marin
20MOY171	On-road	Equipment replacement	1	\$ 25,000.00	ELG Trucking	0.715	0.094	0.004	APCO	Santa Clara
20MOY180	On-road	Equipment replacement	1	\$ 27,000.00	Salvador Uribe dba/ Don Luis	0.269	0.019	0.001	APCO	Santa Clara
20MOY179	On-road	Equipment replacement	1	\$ 13,000.00	Bayside Building Materials, Inc.	0.360	0.043	0.002	APCO	San Mateo
20MOY166	Ag/ off-road	Equipment replacement	5	\$ 236,560.00	Freixenet Sonoma Caves Inc.	1.028	0.155	0.119	4/3/2019	Sonoma
20SBP169	School bus	CNG Tank Replacement	3	\$ 60,000.00	West County Transportation Agency	0.000	0.000	0.000	APCO	Sonoma
20SBP187	School bus	Equipment replacement	7	\$ 1,437,212.00	Ravenswood City School District	0.388	0.022	0.014	5/1/2019	San Mateo
20MOY181	On-road	Equipment replacement	3	\$ 55,000.00	Zepeda's Trucking	0.533	0.043	0.000	APCO	Alameda
20MOY37	Off-road	Equipment replacement	1	\$ 50,500.00	Sugar City Building Materials Company	0.134	0.020	0.012	APCO	Contra Costa
20MOY160	Ag/ off-road	Equipment replacement	2	\$ 99,900.00	San Antonio Creek Vineyards	0.179	0.027	0.018	APCO	Solano
20MOY182	Marine	Engine replacement	2	\$ 180,000.00	Pacific Pescador LLC (Commercial fishing)	1.171	0.011	0.047	5/1/2019	San Mateo

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY168	On-road	Equipment replacement	1	\$ 45,000.00	Gurwinder Singh	1.214	0.182	0.009	APCO	Alameda
20MOY128	Off-road	Equipment replacement	2	\$ 163,795.00	Coastside Lumber dba South City Lumber & Supply	0.728	0.127	0.029	5/1/2019	San Mateo
20MOY198	Marine	Engine replacement	2	\$ 134,000.00	Amnav Maritime Corporation (Vessel: Sandra Hugh)	0.599	0.054	0.016	5/1/2019	Alameda
20MOY199	Marine	Engine replacement	2	\$ 134,000.00	Amnav Maritime Corporation (Vessel: Revolution)	0.599	0.054	0.016	5/1/2019	Alameda
20SBP165	School bus	Equipment replacement	2	\$ 379,500.00	West County Transportation Agency	0.140	0.006	0.000	5/1/2019	Sonoma
20SBP186	School bus	Equipment replacement	7	\$ 1,352,217.00	Franklin-Mckinley School District	0.461	0.030	0.003	5/1/2019	Santa Clara
20MOY77	Off-road	Equipment replacement	1	\$ 73,969.00	Economy Lumber Company of Oakland, Inc.	0.093	0.019	0.002	APCO	Alameda
20MOY192	On-road	Equipment replacement	1	\$ 26,000.00	Anit Kumar (Truck owner/operator)	0.283	0.024	0.000	APCO	Sacramento
20MOY202	Ag/ off-road	Equipment replacement	3	\$ 163,910.00	Clos Du Val Wine Company, Ltd.	0.413	0.058	0.049	6/5/2019	Napa
20MOY188	On-road	Equipment replacement	1	\$ 15,000.00	SK Transportation, Inc.	0.171	0.014	0.000	APCO	Alameda
20MOY183	Ag/ off-road	Equipment replacement	1	\$ 64,805.00	Chappellet Vineyard, LLC	0.131	0.008	0.008	APCO	Napa
20MOY193	Ag/ off-road	Equipment replacement	1	\$ 34,530.00	Domenico J. Carinalli, Jr.	0.111	0.020	0.014	APCO	Sonoma
20MOY191	Ag/ off-road	Equipment replacement	1	\$ 48,000.00	David Vella DBA Dave Vella Vineyard Mgt	0.051	0.005	0.007	APCO	Napa
20MOY196	Ag/ off-road	Equipment replacement	2	\$ 107,225.00	Loma Del Sol Farming, Inc.	0.287	0.045	0.032	6/5/2019	Sonoma
20MOY178	Ag/ off-road	Equipment replacement	1	\$ 53,500.00	Daniel Evans	0.184	0.029	0.017	APCO	Marin
20MOY176	Ag/ off-road	Equipment replacement	1	\$ 65,000.00	Dominus Estate Corporation	0.149	0.011	0.009	APCO	Napa
20MOY195	On-road	Equipment replacement	1	\$ 26,000.00	Dalbir Singh Padda	0.287	0.024	0.000	APCO	San Joaquin
20MOY212	Ag/ off-road	Equipment replacement	1	\$ 41,260.00	Turnbull Wine Cellars	0.109	0.019	0.013	APCO	Napa

## AGENDA 4 - ATTACHMENT 2

Project #	Equipment category	Project type	# of engines	Proposed contract award	Applicant name	Emission Reductions (Tons per year)			Board approval date	County
						NOx	ROG	PM		
20MOY224	Ag/ off-road	Equipment replacement	2	\$ 71,150.00	ZD Wines, LLC.	0.112	0.006	0.007	APCO	Napa
20MOY215	Ag/ off-road	Equipment replacement	1	\$ 60,000.00	Green & Red Vineyard / Jay Heminway	0.055	0.010	0.008	APCO	Napa
20MOY219	Ag/ off-road	Equipment replacement	4	\$ 189,390.00	Blue House Farm, LLC	0.438	0.052	0.038	TBD	San Mateo
20MOY221	Off-road	Equipment replacement	1	\$ 91,330.00	McKim Corporation	0.280	0.046	0.036	APCO	Santa Clara
20MOY229	Ag/ off-road	Equipment replacement	2	\$ 104,475.00	Palm Drive Vineyards LLC	0.317	0.044	0.027	TBD	Sonoma
20MOY205	Off-road	Equipment replacement	1	\$ 41,550.00	Express Freight System	0.158	0.023	0.000	APCO	Alameda
20MOY228	Off-road	Equipment replacement	2	\$ 330,925.00	Premier Recycle Company	1.602	0.149	0.091	TBD	Santa Clara
20MOY240	Ag/ off-road	Equipment replacement	1	\$ 53,000.00	CCH Ag Services	0.054	0.009	0.007	APCO	Napa
20MOY226	Off-road	Equipment replacement	8	\$ 512,201.00	American Soil Products, Inc.	0.665	0.120	0.027	TBD	Alameda
20MOY225	Off-road	Equipment replacement	1	\$ 65,000.00	Bauer Equipment America, Inc.	0.215	0.016	0.011	APCO	Alameda
20MOY242	On-road	Equipment replacement	9	\$ 1,158,578.00	Santa Clara Valley Transportation Authority	0.722	0.011	0.004	TBD	Santa Clara
20MOY194	On-road	Equipment replacement	1	\$ 40,000.00	Amar Trucking	0.906	0.079	0.006	APCO	Alameda
20SBP185	School bus	Equipment replacement	5	\$ 1,046,490.00	Michael's Transportation Service, Inc.	0.556	0.049	0.004	TBD	Solano
<b>134 Projects</b>			<b>307</b>	<b>\$ 55,547,254.00</b>		<b>109.430</b>	<b>6.969</b>	<b>4.134</b>		



## AGENDA 4 - ATTACHMENT 3

Table 1 - Summary of all TFCA approved and eligible projects (evaluated between 7/1/18 and 7/3/19)

Project #	Project Category	Project Description	Award Amount	Applicant Name	Emission Reductions (Tons per year)			Board/APCO Approval Date	CARE Area	County
					NO <sub>x</sub>	ROG	PM			
18EV029	LD Infrastructure	Install and operate 16 single port Level 2 (high) charging stations at 1 workplace facility in Los Altos Hills	\$48,000	Creative Center of Los Altos	0.026	0.034	0.001	10/30/18	No	Santa Clara
18EV035	LD Infrastructure	Install and operate 2 dual port Level 2 (high) charging stations at 1 destination facility in Greenbrae	\$8,000	Marin Rowing Association	0.004	0.006	0.000	7/31/18	No	Marin
18EV038	LD Infrastructure	Install and operate 1 single port Level 2 (high) and one 25 kW DC Fast charging stations with solar at 1 transportation corridor facility in Petaluma	\$25,900	Solar Action Network	0.01	0.01	0.00	11/30/18	No	Sonoma
18EV047	LD Infrastructure	Install and operate 4 single port Level 2 (high) charging stations at 1 destination facility in San Mateo	\$12,000	Nazareth Plaza Owners' Association	0.007	0.009	0.000	7/30/18	No	San Mateo
18EV049	LD Infrastructure	Install and operate 12 single-port Level 2 (high) charging stations at 6 destination facilities in San Mateo, Burlingame, San Bruno, and Millbrae	\$36,000	San Mateo Union High School District	0.020	0.025	0.000	7/5/18	No	San Mateo
19EV002	LD Infrastructure	Install and operate 20 dual port level 2 (high) charging stations with solar at 1 destination facility in San Rafael	\$84,000	San Rafael Airport LLC	0.037	0.055	0.001	4/5/19	No	Marin
19EV003	LD Infrastructure	Install and operate two 25kW DC Fast charging stations at 1 transportation corridor facility in San Francisco	\$23,298	Union Investment Real Estate GmbH	0.008	0.012	0.002	4/5/19	Yes	San Francisco
19EV006	LD Infrastructure	Install and operate twenty 50kW DC Fast charging stations at 7 transportation corridor facilities in San Francisco, Novato, Emeryville and San Jose	\$500,000	EVGo Service, LLC	0.168	0.249	0.005	6/5/19	Yes	Multi-County
19EV007	LD Infrastructure	Install and operate 2 dual port & 1 single port level 2 (high) charging stations at 2 destination facilities in Concord	\$11,000	City of Concord	0.005	0.008	0.000	5/7/19	Yes	Contra Costa
19EV009	LD Infrastructure	Install and operate 2 dual port and 1 single port level 2 (high) charging stations at 1 workplace and 1 destination facility in Moraga	\$11,000	Town of Moraga	0.005	0.008	0.000	5/1/19	No	Contra Costa
19EV010	LD Infrastructure	Install and operate 5 dual port and 1 single port level 2 (high) charging stations at 1 workplace facility in Moraga	\$23,000	Saint Mary's College of California	0.011	0.016	0.000	6/5/19	No	Contra Costa
19EV013	LD Infrastructure	Install and operate 1 DC Fast and 1 single-port level 2 (high) charging stations with a 9.1 kW solar array at a transportation corridor in Glen Ellen	\$32,000	Abrahams Farm LLC	0.010	0.015	0.000	5/23/19	No	Sonoma
19R02	LD Vehicles	Vehicle Buy Back Program	\$150,000	BAAQMD	NA	NA	NA	NA	No	Regional
18R14	Bicycle Facilities	Install and maintain 3.62 miles of Class III bikeways in Petaluma	\$48,500	City of Petaluma	0.007	0.009	0.014	8/6/18	No	Sonoma
18R18	Bicycle Facilities	Install and maintain 0.03 miles of Class I and 0.28 miles of Class IV bikeways in Los Gatos	\$242,000	Town of Los Gatos	0.029	0.056	0.039	8/1/18	No	Santa Clara
18R20	Bicycle Facilities	Install and maintain 1.57 miles of Class II bikeways and 23 bike racks (2 bikes per rack)	\$38,000	City of Gilroy	0.008	0.010	0.013	8/22/18	No	Santa Clara
18R21	Bicycle Facilities	Install and maintain 32 electronic bicycle lockers in Danville	\$80,000	Town of Danville	0.012	0.015	0.023	8/7/18	No	Contra Costa
18R22	Bicycle Facilities	Install and maintain 16 electronic bicycle lockers in San Francisco	\$32,000	San Francisco Community College District	0.004	0.006	0.007	8/22/18	No	San Francisco
20R01	Bicycle Facilities	Install and maintain 3.03 miles of Class I and IV bikeways in Vallejo	\$700,000	Solano Transportation Authority	0.022	0.011	0.084	Pending	Yes	Solano
19R01	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$554,842	BAAQMD	0.722	0.806	1.171	NA	No	Regional
19R03	Trip Reduction	Spare The Air/Intermittent Control Programs	\$2,305,927	BAAQMD	42.952	50.253	67.862	NA	No	Regional
19R10	Trip Reduction	Pleasanton Connector Shuttles	\$80,000	San Joaquin Regional Rail Commission	0.234	0.387	0.647	10/18/18	Yes	Alameda
19R13	Trip Reduction	Juvenile Justice Center/ Fairmont Hospital Shuttle	\$29,700	County of Alameda	0.011	0.040	0.058	10/18/18	Yes	Alameda
19R14	Trip Reduction	PresidiGO Downtown Shuttle	\$100,000	Presidio Trust	0.252	0.352	0.471	11/7/2018	Yes	San Francisco

## AGENDA 4 - ATTACHMENT 3

Table 1 - Summary of all TFCA approved and eligible projects (evaluated between 7/1/18 and 7/3/19)

Project #	Project Category	Project Description	Award Amount	Applicant Name	Emission Reductions (Tons per year)			Board/APCO Approval Date	CARE Area	County
					NO <sub>x</sub>	ROG	PM			
19R15	Trip Reduction	Caltrain Shuttle Program	\$652,600	Peninsula Corridor Joint Powers Board	2.64	3.66	5.14	11/7/2018	No	Multi-County
19R16	Trip Reduction	ACE Shuttle Bus Program	\$960,000	Santa Clara Valley Transportation Authority	2.43	2.60	4.29	11/7/2018	Yes	Santa Clara
19R17	Trip Reduction	Carpool incentive, vanpool subsidy, Spare the Air messaging and advertising	\$3,000,000	Metropolitan Transportation Commission	NA	NA	NA	5/1/2019	No	Regional
19R18	Trip Reduction	SJSU Ridesharing & Trip Reduction	\$139,500	Associated Students, San Jose State University	0.231	0.266	0.366	11/7/2018	No	Multi-County
19R22	Trip Reduction	Union City Transit Microtransit Pilot	\$663,229	City of Union City - Union City Transit	0.182	0.212	0.304	5/1/2019	No	Alameda
19R23	Trip Reduction	GoTriValley On-Demand Shared-Ride Service	\$257,000	Livermore Amador Valley Transit Authority	0.135	0.135	0.228	5/1/2019	Yes	Alameda
19R25	Trip Reduction	First- and last-mile services to Walnut Creek BART	\$1,448,116	Bay Area Rapid Transit District	0.395	0.398	0.669	5/1/2019	Yes	Contra Costa
TFCA matche funding for RFG projects			\$252,000							
<b>31 Projects</b>			<b>\$12,547,612</b>		<b>51.575</b>	<b>59.664</b>	<b>81.397</b>			

Table 2 - Summary of all RFG approved and eligible projects (evaluated between 7/1/18 and 7/3/19)

Project #	Project Category	Project Description	Award Amount	Applicant Name	Emission Reductions (Tons per year)			Board/APCO Approval Date	CARE Area	County
					NO <sub>x</sub>	ROG	PM			
19RFG06*	LD Infrastructure	Install and operate 43 dual port level 2 EV charging stations	\$94,000	Hayward Unified School District	0.054	0.071	0.001	10/17/18	Yes	Alameda
19RFG13	LD Infrastructure	Install and operate ten 50kW DC fast charging stations	\$389,400	EVgo Service, LLC	0.040	0.060	0.001	6/5/19	Yes	Alameda
19RFG04*	Off-road (non-ag)	Purchase and operate 5 electric forklifts, 1 electric vacuum unit, and 1 electric terminal truck	\$141,000	Wyse Logistics	0.107	0.015	0.008	10/17/18	Yes	Alameda
19RFG14	Off-road (non-ag)	Purchase and operate one electric terminal tractor	\$39,400	Oakland Maritime Support Services, Inc.	0.066	0.011	0.007	5/23/19	Yes	Alameda
19RFG15**	Off-road (non-ag)	Purchase and operate six electric yard hostlers	\$600,000	Rail Management Services, LLC	0.375	0.015	0.022	6/5/19	Yes	Alameda
<b>5 Projects</b>			<b>\$1,263,800</b>		<b>0.642</b>	<b>0.172</b>	<b>0.039</b>			

\* The award amounts for these Reformulated Gasoline Settlement Fund (RFG) projects exclude a total of \$252,000 in matching TFCA funds, which are listed in Table 1.

\*\* The award amount for this project exceeds funding available and the sixth electric yard hostler is placed on a contingency list and will be considered for award if additional funding becomes available.

Table 3 - Summary of all Commercial Lawn and Garden approved and eligible projects (evaluated between 7/1/18 and 7/3/19)

Project #	Project Category	Project Description	Award Amount	Applicant Name	Emission Reductions (Tons per year)			Board/APCO Approval Date	CARE Area	County
					NO <sub>x</sub>	ROG	PM			
CLG2-06*	Commercial Lawn & Garden	Scrap and replace 38 pieces of lawn and garden equipment	\$103,115	University of California, Berkeley	N/A	N/A	N/A	pending	no	Alameda
CLG2-13	Commercial Lawn & Garden	Scrap and replace 6 pieces of lawn and garden equipment	\$10,938	City of Emeryville	N/A	N/A	N/A	4/30/19	yes	Alameda
CLG2-17	Commercial Lawn & Garden	Scrap and replace 7 pieces of lawn and garden equipment	\$77,821	City of Oakland	N/A	N/A	N/A	4/17/19	yes	Alameda
<b>3 Projects</b>			<b>\$191,874</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>			

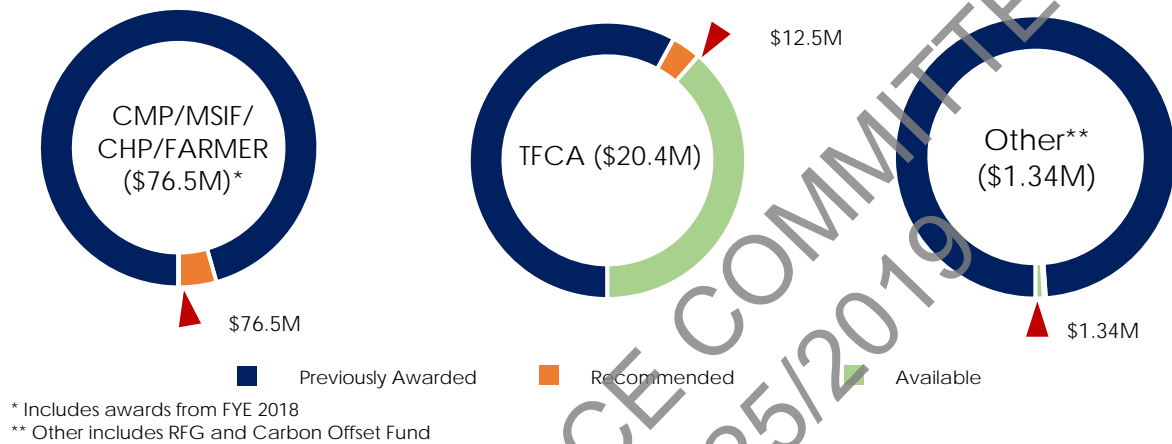
\* The award amount for this project consists of \$99,972.90 that was previously awarded and the proposed additional award of \$3,141.10.

# AGENDA 4 - ATTACHMENT 4

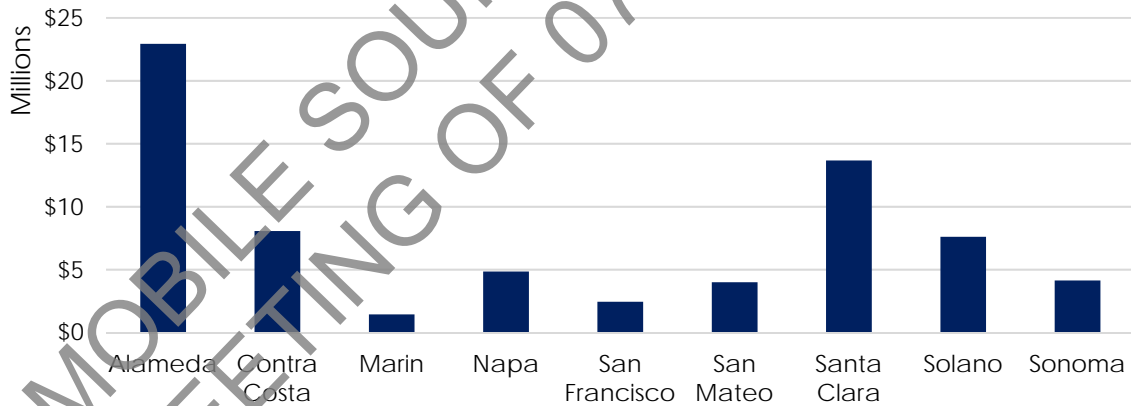
Figures 1-3 shown below summarize funding awarded between 7/1/18 and 7/3/19 from funding sources including:

- Carl Moyer Program (CMP)
- Community Health Protection Program (CHP)
- Funding Agricultural Replacement Measures for Emission Reductions (FARMER)
- Mobile Source Incentive Fund (MSIF)
- Transportation Fund for Clean Air (TFCA)
- Reformulated Gasoline Settlement Fund (RFG)
- Carbon Offset Fund

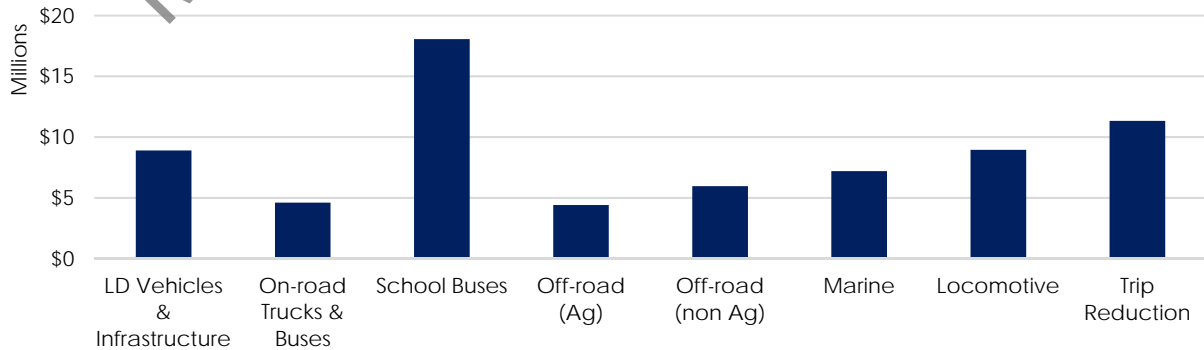
**Figure 1. Status of FYE2019 funding by source**



**Figure 2. Funding awarded in FYE2019 by county**



**Figure 3. Funding awarded in FYE2019 by project category**



## AGENDA 4 - ATTACHMENT 4

Figure 4. CMP/MSIF/CHP/FARMER funding awarded since 2009 by county

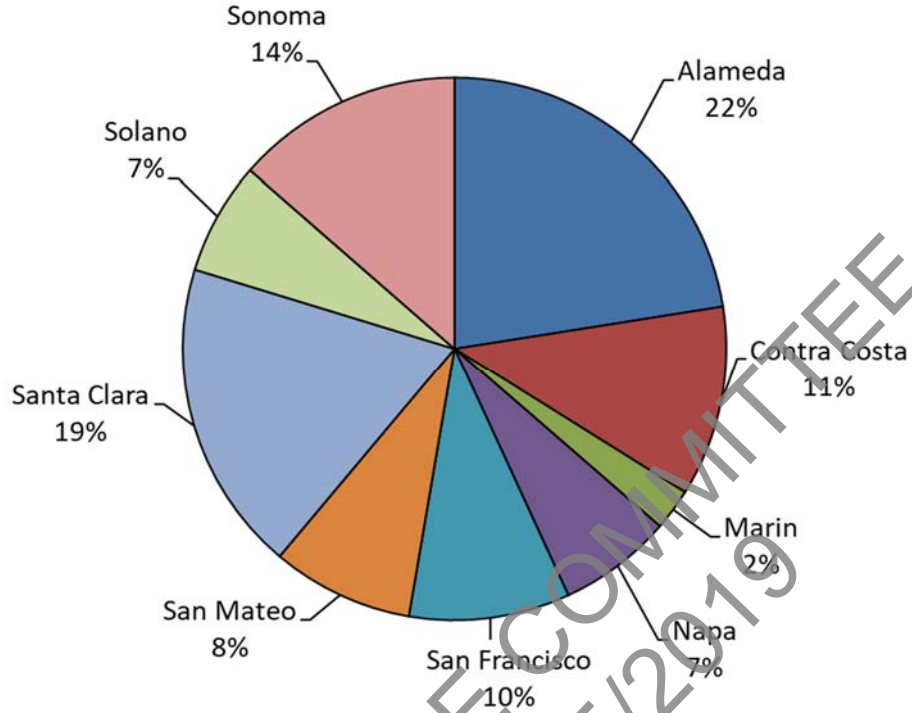
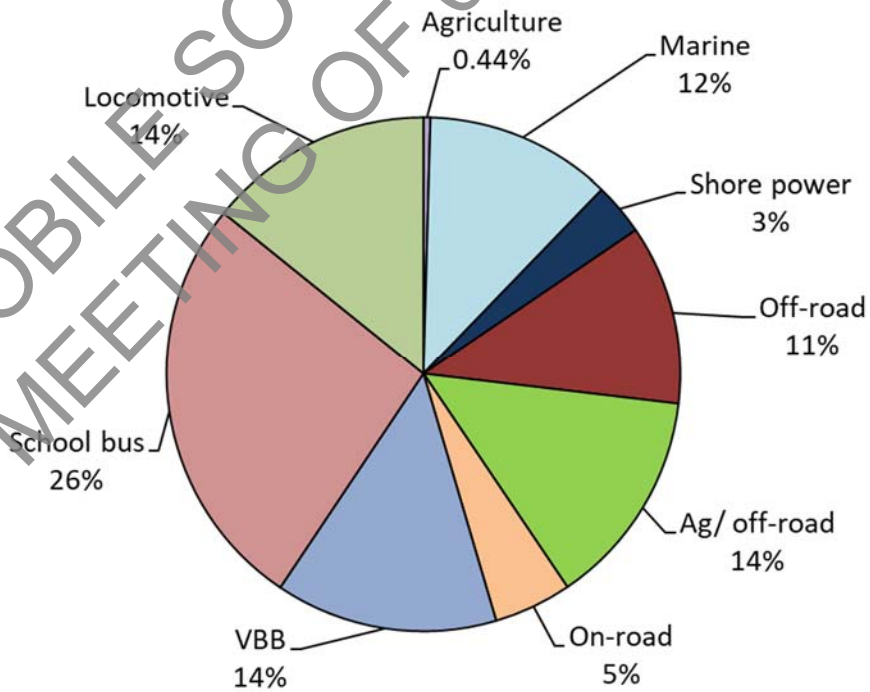


Figure 5. CMP/MSIF/CHP/FARMER funding awarded since 2009 by category



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson David Canepa and Members  
of the Mobile Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 16, 2019

Re: Update on the State Truck and Bus Regulation

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Emissions from mobile sources in the San Francisco Bay Area account for about half of certain criteria air pollutants, including nitrogen oxides, reactive organic gases, and particulate matter, and about 41% of the Greenhouse Gases (GHG) generated in the region<sup>1</sup>. Reducing emissions from mobile sources is essential for the attainment of State and Federal ambient air quality standards and meeting State and local GHG reduction goals. State emission regulations on mobile sources are critical to the achieving our air quality and public health objectives.

In December 2008, the California Air Resources Board (CARB) approved the Truck and Bus regulation to significantly reduce Particulate Matter (PM), and oxides of nitrogen (NOx) emissions from diesel vehicles operating in California. The regulation applies to nearly all diesel-fueled trucks and buses weighing more than 14,000 pounds that are privately owned and includes privately and publicly owned school buses. The regulation has different compliance schedules for trucks depending on their weight, age and company fleet size. The regulation requires most trucks to have 2010 model year engines (or newer) by January 1, 2023.

In 2017, Senate Bill 1 added an additional enforcement layer to the state regulation. On January 1, 2020, a new enforcement tool will ensure that vehicles subject to CARB's Truck and Bus Regulation must meet the health-based requirements of the rule prior to obtaining registration through the California Department of Motor Vehicles (DMV). Any registration due after December 31, 2019, is affected. Beginning January 1, 2020, the DMV cannot register any vehicle that does not meet the requirements of the Truck and Bus Regulation. Attachment 1 provides more details on the regulation and DMV registration requirements.

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<sup>1</sup> BAAQMD 2017 Clean Air Plan, Emissions Inventory for year 2015.

DISCUSSION

At the Committee meeting, staff will provide an update on the CARB's Truck and Bus Regulation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Anthony Fournier  
Reviewed by: Damian Breen and Karen Schkolnick

Attachment 1: CARB Fact sheet for the Truck & Bus Regulation and DMV requirement

MOBILE SOURCE COMMITTEE  
MEETING OF 07/25/2019

FREQUENTLY ASKED QUESTIONS

# CARB Truck Rule Compliance Required for DMV Registration

*Are you ready for 2020?*



Starting in 2020, the California Department of Motor Vehicles (DMV) begins compliance verification to ensure that vehicles subject to the California Air Resources Board’s (CARB) Truck and Bus Regulation meet the requirements prior to obtaining DMV registration.

## What are the CARB requirements I must meet to ensure that DMV can register my vehicle in 2020?

The Truck and Bus Regulation is currently in effect, and your vehicle must currently meet the compliance deadlines. In 2020, DMV will begin checking compliance with the regulation in order to register your vehicle based on the following schedule:

Lighter Vehicles (14,001 - 26,000 lbs GVWR)	
Vehicle Model Year	DMV Begins Compliance Verification*
2004 and older	January 1, 2020
2005 - 2007	January 1, 2021
2008 - 2010	January 1, 2023

Heavier Vehicles (>26,000 lbs GVWR)	
Vehicle Model Year	DMV Begins Compliance Verification*
2000 and older	January 1, 2020
2001 - 2005	January 1, 2021
2006 - 2007	January 1, 2022
2008 - 2010	January 1, 2023

**\*You may already be out of compliance and currently subject to DMV registration holds.**

## How does my vehicle comply?

You must replace your 2010 or older vehicle (2009 or older engine) based on the Truck & Bus Regulation schedule—OR—be using an allowable compliance option and reporting in the Truck Regulation Upload, Compliance and Reporting System (TRUCRS).

## What if I am currently out of compliance with the Truck and Bus Regulation?

CARB can place a DMV registration hold on your vehicle now if it does not meet current regulatory requirements.

## Which vehicles are subject to the Truck and Bus Regulation?

The Regulation applies to nearly all diesel-fueled trucks, buses, and school buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds.

If your vehicle is exempt from another heavy-duty diesel regulation (see below for examples), it is likely subject to the Truck and Bus Regulation.

- Solid waste collection vehicles
- Drayage trucks
- Cargo-handling equipment

If your vehicle is exempt from the Regulation, or has met the regulatory requirements, you will be able to register with the DMV. Reporting fleet and vehicle information to CARB, such as VIN numbers, may be needed to ensure that you are not mistakenly denied registration.



For more information on the Truck and Bus Regulation, compliance options, and funding opportunities, call the Diesel Hotline: 1-866-6DIESEL (1-866-643-3735) or visit: [www.arb.ca.gov/truckstop](http://www.arb.ca.gov/truckstop)





# The Road to 2020: Is Your Vehicle Ready?

*Truck & Bus Regulation compliance scenarios  
for Lighter Vehicles (14,001-26,000 lbs GVWR)*

Vehicles subject to the California Air Resources Board's (CARB) Truck and Bus Regulation must meet the health-based requirements of the rule. If you have a vehicle subject to the Truck & Bus Regulation, you must upgrade to a newer, cleaner engine or remove the older vehicle from the fleet. Act now! If you are currently out of compliance, you may be subject to penalties and registration holds now. Starting in 2020, new state law requires the Department of Motor Vehicles (DMV) to automatically deny registration for vehicles that do not meet the requirements of the Regulation.

**I own a lighter vehicle that is not reported into the TRUCRS reporting system for a flexibility option and is powered by a 1998 or older model year engine. Is my vehicle compliant with the Regulation?**

Your vehicle is currently out of compliance with the Truck and Bus Regulation. You are subject to registration holds and penalties. To avoid enforcement action, you can do one of the following immediately:

- Repower the vehicle with a 2010+ model year engine
- Replace the vehicle with a 2011+ model year vehicle
- Remove the vehicle from the fleet

NOTE: Limited flexibility options may be available. Proof of eligibility will be required.\*

**I own a lighter vehicle currently in compliance with the Truck and Bus Regulation (using a flexibility option or is a 1999–2009 model year engine). What do I need to do to keep my vehicle in compliance with the Regulation?**

These vehicles will be phased out between 2018 and 2023 unless otherwise reported for a flexibility option. Your options are to:

- Repower the vehicle with a 2010+ model year engine by the turnover date
- Replace the vehicle with a 2011+ model year vehicle by the turnover date
- Remove the vehicle from the fleet by the turnover date

Note: Limited flexibility options may be available. Proof of eligibility will be required.\*

**I own a lighter vehicle that is powered by a 2010 or newer model year engine. Is there anything else I need to do?**

You are in full compliance with the Truck and Bus Regulation and no further action is required. However, if the vehicle model year is 2010 you will need to report that information to CARB. These vehicles will be allowed to register with DMV for operation on California roadways.

\*Currently, flexibility options may be available for trucks that operate a limited number of miles in California.

**For more information on the Truck and Bus Regulation, flexibility options, and funding opportunities, please visit: [www.arb.ca.gov/truckstop](http://www.arb.ca.gov/truckstop)**





# The Road to 2020: Is Your Vehicle Ready?

Truck & Bus Regulation compliance scenarios  
for Heavier Vehicles (26,001+ lbs GVWR)

Vehicles subject to the California Air Resources Board's (CARB) Truck and Bus Regulation must meet the health-based requirements of the rule. If you have a vehicle subject to the Truck & Bus Regulation, you must upgrade to a newer, cleaner engine or remove the older vehicle from the fleet. Act now! If you are currently out of compliance, you may be subject to penalties and registration holds now. Starting in 2020, new State law requires the Department of Motor Vehicles (DMV) to automatically deny registration for vehicles that do not meet the requirements of the Regulation.

I own a heavier vehicle that is not reported into TRUCRS for a flexibility option and is powered by a 1995 or older model year engine without a diesel particulate filter. Is my vehicle compliant with the Regulation?

NOTE: Vehicles with a filter installed and reported into TRUCRS have additional time to comply with upgrade requirements.

Your vehicle is currently out of compliance with the Truck and Bus Regulation. You are subject to registration holds and penalties. To avoid enforcement action, you can do one of the following immediately:

- Repower the vehicle with a 2010+ model year engine
- Replace the vehicle with a 2011+ model year vehicle
- Remove the vehicle from the fleet

NOTE: Limited flexibility options may be available. Proof of eligibility will be required.\*

I own a heavier vehicle currently in compliance with the Truck and Bus Regulation (equipped with a retrofit and is a 1996-2009 model year engine). What do I need to do to keep my vehicle in compliance with the Regulation?

These vehicles will be phased out between 2020 and 2023 unless otherwise reported for a flexibility option. Your options are to:

- Repower the vehicle with a 2010+ model year engine by the turnover date
- Replace the vehicle with a 2011+ model year vehicle by the turnover date
- Remove the vehicle from the fleet

NOTE: Limited flexibility options may be available. Proof of eligibility will be required.\*

I own a heavier vehicle that is powered by a 2010 or newer model year engine. Is there anything else I need to do?

You are in full compliance with the Truck and Bus Regulation and no further action is required. However, if the vehicle model year is 2010 you will need to report that information to CARB. These vehicles will be allowed to register with DMV for operation on California roadways.

\*Currently, flexibility options may be available for trucks that operate a limited number of miles in California.

For more information on the Truck and Bus Regulation, flexibility options, and funding opportunities, please visit: [www.arb.ca.gov/truckstop](http://www.arb.ca.gov/truckstop)

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson David Canepa and Members  
of the Mobile Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 16, 2019

Re: Approval of Contract for Clean Cars for All Program Case Managers

---

**RECOMMENDED ACTION**

Recommend Board of Directors:

- Authorize the Executive Officer to amend the Air District's contract with GRID Alternatives to include an additional \$300,000 in funds to perform case management services for the Clean Cars for All Program as it expands to all residents of the Bay Area.

**BACKGROUND**

The Clean Cars for All Program provides incentives for low income households (up to 400% of the Federal Poverty Level) to retire older, high-polluting vehicles and replace them with a newer, cleaner vehicle or with alternative transportation options (e.g. Clipper card). Eligible vehicles for purchase or lease include hybrid electric, plug-in hybrid, or electric vehicles. This program will reduce criteria pollutants and greenhouse gas emissions throughout the Bay Area and support the goal of equitable access to electric vehicles clean transportation.

The Program was launched in March 2019 through an initial grant of \$5 Million (M) from the California Air Resources Board (CARB), through CARB's California Climate Investments (CCI) initiative that puts Cap-and-Trade dollars to work reducing greenhouse gas emissions. On February 6, 2019, the Board of Directors authorized the Air District staff to accept additional funding for Clean Cars for All from CARB through Volkswagen settlement funds. This agreement between the Air District and CARB was finalized in June 2019, providing an additional \$5M over two years. The additional funding allows the Air District to expand the Clean Cars for All program to residents in all Bay Area zip codes, significantly increasing the number of people who are eligible to apply for the program. Five percent of the grant may be used to subcontract with third party entities to address issues associated with participation of low-income consumers in disadvantaged communities

## DISCUSSION

GRID Alternatives, headquartered in Oakland, is the country's largest nonprofit providing clean energy solutions to low-income families. GRID Alternatives has over 10 years of experience providing multilingual and multicultural case management support for various grant programs in the Bay Area. GRID Alternatives has expertise in working with low income consumers in disadvantaged communities in the Bay Area.

GRID Alternatives was selected to provide case manager support for the initial launch of the program through CCI funds. GRID Alternatives was selected through a Request for Proposals (RFP # 2018-004) and was approved for a contract by the Board of Directors on August 8, 2018. Since September 2018, GRID Alternatives has been an essential partner to launch the Clean Cars for All program by providing one-on-one assistance to eligible Bay Area residents and organizing outreach events. As the program expands, it will be critical to ensure that the Clean Cars for All program continues to offer support to applicants and conduct outreach throughout the Bay Area.

Based on the initial RFP review process (Attachment 1) and GRID Alternatives' exemplary performance, staff is recommending GRID Alternatives for a contract not to exceed \$300,000 to be case managers for Clean Cars for All in FYE 2020 and FYE 2021.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this GRID Alternatives contract comes from grant funding from CARB for the Clean Cars for All program and from grant funding from the California Department of Transportation for electric vehicle outreach.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Fin Le  
Reviewed by: Ranyee Chiang

Attachment 1: Summary of Clean Cars for All Request for Proposals and Review

**Summary of Clean Cars for All Request for Proposals and Review**

Request for Proposals (RFP #2018-004) was released on April 3, 2018 for Applicant Education and Support for Clean Transportation Incentives in Bay Area Disadvantaged Communities. Two proposals were received in response to the RFP from GRID Alternatives and Opus Inspection, Inc.

A panel of four Air District staff, from the Technology Implementation Office, Strategic Incentives Division and Community Engagement Office, and one community representative performed a thorough evaluation of proposals based on the following criteria:

- Expertise – Expertise and experience of the organization and personnel assigned to RFP tasks; organization’s ability to perform and complete the work in a professional and timely manner.
- Approach – Responsiveness of the proposal, based upon a clear understanding of the work to be performed, related challenges, and plans to mitigate those challenges.
- Cost – Cost or cost effectiveness and resource allocation strategy, including completeness and level of detail in budget, percent of administrative and overhead costs, and whether there is cost-share.
- Conflicts of Interest – Conflicts of interest are addressed.
- Organization’s Specialty Focus Area – Local organizations headquartered in the Air District’s jurisdiction and those that are certified as green businesses by a local government agency or independent private rating organization.

The panelists average scores are summarized in Table 1 below:

Table 1. Scoring of Proposals

Criteria	Total Points Possible	GRID Alternatives	Opus Inspection, Inc.
Expertise	30	24.2	21.6
Approach	30	24.4	18.6
Cost	30	25	17.8
Conflicts of Interests	5	4.4	5
Organization’s Specialty Focus Area	5	2.5	0
Total points	100	80.5	63

GRID Alternatives received the highest combined score of 80.5 for their proposal.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson David Canepa and Members  
of the Mobile Source Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 16, 2019

Re: Update on the 32<sup>nd</sup> International Electric Vehicle Symposium

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Reducing emissions from mobile sources is essential for attaining State and Federal ambient air quality standards and meeting State and local greenhouse gas reduction goals. Helping to accelerate the transition of the mobile source sector over to zero emission is one of the Bay Area Air Quality Management District's (Air District), key strategies to improve air quality, reduce exposure to toxic air contaminants, and to protect public health and the climate.

The International Electric Vehicle Symposium and Exposition (EVS) series began in 1969 as an academic forum for global networking and the exchange of technical information. Over time the series has evolved and expanded to become the electric transportation industry's premier and largest forum. The event's symposium includes a scientific congress with plenary and technical sessions that convenes representatives from government, industry, and academia and provides a forum for the discussion of public policy and technological innovation needed to support the transition to electric mobility.

The Air District was invited to present a summary of its paper "Accelerating beyond early adopters to achieve equitable and widespread electric vehicle use in the San Francisco Bay Area" at a technical session at the 32<sup>nd</sup> International Electric Vehicles Symposium (EVS32), that was held May 19, 2019 to May 22, 2019 in Lyon, France.

**DISCUSSION**

EVS32 was attended by more than 7,400 participants from 65 countries representing auto manufacturers, technology developers, research and academic institutions, and government. The event also included a Ride & Drive event and a large exhibition hall showcasing technologies that are commercially available today and others that are still on drawing boards, from two-wheeled electric bikes and scooters, to fuel cell and battery electric buses and trucks, to charging stations and advanced energy and vehicle to grid integration solutions.

The following messages are the main take-aways from this year's event:

1. The urgency for air quality and climate protection is the primary driver for e-mobility;
2. The barriers and challenges experienced in the Bay Area related to the transition to e-mobility (i.e., limited availability of electric vehicles, high up-front cost of new vehicles, insufficient charging infrastructure to meet demand, etc.) are the same as those experienced globally; and
3. Information exchanges, cooperation, and partnerships are key as the successful adoption of electric vehicles world-wide is essential to achieving our local electric vehicle adoption, air quality and climate goals.

At the Committee meeting, staff will provide an update summarizing conference highlights, lessons learned, and next steps.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Karen Schkolnick  
Reviewed by: Damian Breen

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Katie Rice and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 26, 2019

Re: Report of the Advisory Council Meeting of July 29, 2019

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**RECOMMENDED ACTION**

The Advisory Council (Council) will receive only informational items and have no recommendations of approval by the Board of Directors (Board).

**BACKGROUND**

The Council will meet on Monday, July 29, 2019, and will receive the following reports:

- A) Discussion on Election of Officers;
- B) Presentation on Community-Assessments of Air Pollution Impacts to Support Assembly Bill (AB) 617;
- C) Update on Wildfire Response Efforts; and
- D) Discussion on Status of the PM Symposium.

Board Liaison, Rod Sinks, will provide an oral report of the Committee meeting.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

- A) None;
- B) None;
- C) None; and
- D) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenaflor  
Reviewed by: Vanessa Johnson

Attachment 20A: 07/29/2019 – Advisory Council Meeting Agenda #4  
Attachment 20B: 07/29/2019 – Advisory Council Meeting Agenda #5  
Attachment 20C: 07/29/2019 – Advisory Council Meeting Agenda #6  
Attachment 20D: 07/29/2019 – Advisory Council Meeting Agenda #7



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Stan Hayes and Members  
of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 12, 2019

Re: Discussion on Election of Officers

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Per Health and Safety Code Section 40267, the Advisory Council (Council) shall select a chairperson and vice chairperson and such other officers as it deems necessary.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenaflor

Reviewed by: Jeff McKay

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Stan Hayes and Members  
of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 12, 2019

Re: Presentation on Community-Scale Assessments of Air Pollution Impacts to Support  
Assembly Bill (AB) 617

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

In September 2018, the California Air Resources Board (CARB) approved the Bay Area Air Quality Management District's (Air District's) recommended communities for development of a monitoring plan or a emission reduction plan for the state's Community Air Protection Program. The Community Air Protection Program was established by the state to implement Assembly Bill (AB) 617. In the first year of the state's program, the Richmond area was selected for a community air monitoring program and West Oakland was selected for a community emissions reduction program .

In West Oakland, the West Oakland Environmental Indicators Project (WOEIP) is a co-lead with the Air District in developing the emissions reduction program and associated West Oakland Community Air Action Plan (Plan). WOEIP has a long history of community planning and advocacy to reduce residents' exposure to diesel particulate matter (diesel PM), toxic air contaminants (TAC), and fine particulate matter (PM<sub>2.5</sub>). WOEIP and the Air District worked to establish a Steering Committee of community members, agencies, non-government organizations, and businesses to guide the Plan development.

To support the Steering Committee's selection of strategies and targets in the Plan, the Air District conducted an extensive technical assessment of air quality impacts in West Oakland. The technical assessment relies on detailed emissions inventories and a modeling-based approach to identify what sources contribute most to community impacts from diesel PM, TAC, and PM<sub>2.5</sub>. Measurements studies will be used in the future to evaluate and improve the inventories and modeling. This approach highlights where inventories need extra refinement and may serve as a model for assessing cumulative impacts from local sources of PM and other pollutants.

Such analyses may be augmented by a method for assigning health risk from PM<sub>2.5</sub>. The US Environmental Protection Agency's (EPA's) Environmental Benefits Mapping and Analysis Program-Community Edition (BenMAP-CE), which estimates the health and economic impacts

of changes in air quality, is being evaluated for use in developing risk assessments from PM. Air District staff are working with health officials at US EPA's National Center for Environmental Assessment (NCEA) and CalEPA's Office of Environmental Health Hazard Assessment (OEHHA) to develop methods for conducting PM assessments like those conducted for cancer risk from TAC.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared By: Phil Martien  
Reviewed By: Greg Nudd and Jeff McKay

ADVISORY COUNCIL  
MEETING OF 07/29/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Stan Hayes and Members  
of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 17, 2019

Re: Update on Wildfire Response Efforts

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**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

California has historically experienced wildland fires during the hot dry summer months. Typically, fires occur in remote forest lands, burn for several days or weeks and are brought under control by local firefighters and CalFire. However, in recent years, wildfire season has lengthened, becoming a nearly year-round concern. Recent wildfires have crossed into the urban/wildland fire interface, devastating whole communities and producing heavy smoke that moves well beyond the local impacted area, fouling the air in cities, counties and states far away from the fire's origin.

The changing climate impacts the amount of rain in the winter months and the level of heat in the summer months. Years of prolonged drought, coupled with hotter summers have created unfavorable conditions that lead to longer, more devastating and faster moving wildfires. Recent wildfires have created their own weather phenomena fueling wildfire advancement and impacts of heavy smoke on downwind communities.

These fires are devastating in the number of the homes, businesses and lives lost, and significant smoke impacts on the entire region. The Bay Area has been impacted by smoke from fires within California and fires in Oregon, Washington and Canada.

**DISCUSSION**

Over the last year, the Air District developed the Wildfire Air Quality Response Program (WAQRP), a comprehensive, multi-faceted program intended to prevent, prepare for, and respond to future wildfires, and to ensure that health protective measures and strategies are in place during wildfire smoke events. The Air District has been working on a number of important initiatives including: legislation, outreach and education, regulations and planning strategies. Staff have been working closely with cities, counties and state agencies to coordinate

preparedness efforts and develop long term partnerships in anticipation that wildfires are becoming the new normal. As part of this agenda item, staff will brief the Advisory Council on the status of these ongoing efforts.

BUDGET CONSIDERATIONS/FINANCIAL IMPACTS

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Tracy Lee  
Reviewed by: Jeff McKay

ADVISORY COUNCIL  
MEETING OF 07/29/2019

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Stan Hayes and Members  
of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: July 12, 2019

Re: Discussion Regarding Particulate Matter (PM) Symposium

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RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Air District staff previously proposed that the Advisory Council (Council) convene a Symposium on the topic of Particulate Matter (PM) for its October meeting. Recent work by the Council has included a focus on the need for health focused attainment guidelines beyond those already in effect.

The Symposium would have goals of educating attendees, reviewing the complexities of PM characterization, reviewing current Air District actions on PM, and setting the stage for possible Air District actions such as establishing guidelines beyond those already in effect at federal, state and local levels.

Staff would like to provide an update on the status of planning, including plans to extend the work over multiple Advisory Council meetings.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Justine Buenaflor  
Reviewed by: Jeff McKay