

San Luis Obispo County Integrated Waste Management Authority
BOARD MEETING AGENDA

Wednesday, February 14, 2024

In-person Meeting:

1:30 PM

County of San Luis Obispo

Board of Supervisor Chambers

1055 Monterey Street, Suite D430, San Luis Obispo, CA. 93408



Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

IWMA BOARD MEMBERS:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice-President, City of Grover Beach
Charles Bourbeau, Past-President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach
Jimmy Paulding, County of SLO, District 4 Supervisor

To submit a written public comment – The IWMA Board welcomes your input. Indicate the agenda item number and email it to sdelgiorgio@iwma.com, or US mail at 870 Osos Street, San Luis Obispo CA. 93401. Written public comments must be submitted by 9:00 AM, the day of the meeting. All correspondence will be distributed to each Board Member and will become part of the official record of the Board Meeting.

Americans with Disabilities Act Compliance - In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please contact Sasha Del Giorgio, Clerk of the Board, **at least 72 hours** before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2192 and through email at sdelgiorgio@gmail.com.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance

Non-Agenda Public Comment Period

Presentations

4. **Executive Directors Report**
Led by Peter Cron.

Consent Agenda Public Comment Period

Consent

5. **Executive Committee Minutes Receive and File – January 5, 2024** [Page 4](#)
Recommendation: That your Board receive and file the January 5, 2024, IWMA Executive Committee Minutes.
6. **Board Minutes Review – November 8, 2023** [Page 7](#)
Recommendation: That your Board approve the November 8, 2023, IWMA Board Meeting Minutes.
7. **Board Minutes Review – January 10, 2024** [Page 12](#)
Recommendation: That your Board approve the January 10, 2024, IWMA Board Meeting Minutes.
8. **Receive and File Monthly Financial Reports** [Page 17](#)
Recommendation: That your Board receive and file the attached monthly financial reports.

Regular Agenda Public Comment Period

Regular Agenda

9. **Amendment to Vintage Property Lease Agreement** [Page 21](#)
Recommendation: That your Board approve and authorize the Board President to sign and execute the Vintage Properties Lease Extension Letter, Amendment Three, for an additional six-month term.
10. **IWMA Employee Handbook** [Page 30](#)
Recommendation: That your Board adopt an updated IWMA Employee Handbook as presented, with the right to implement legally mandated changes as necessary, but subject to Board approval for additional policy changes.
11. **Resolution 2024-02-01, Approval of Mid-Year Budget Adjustment Request** [Page 106](#)
Recommendation: That your Board adopt Resolution 2024-02-01 Mid-Year Budget Adjustment Request to accommodate the County of San Luis Obispo rejoining the IWMA.

Adjournment

2024 Upcoming Meetings and Events			
Board of Directors Meetings	March 13, 2024	May 8, 2024	June 12, 2024
Executive Committee Meetings	March 1, 2024	April 26, 2024	May 31, 2024

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Executive Committee Minutes Receive and File – January 5, 2024

BACKGROUND:

N/A

RECOMMENDATION:

That your Board receive and file the January 5, 2024, IWMA Executive Committee Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

A. 01.05.24 EC Minutes



**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY**
Connecting the Community to Waste Solutions

Executive Committee Meeting Minutes

January 5, 2024, 10:00AM

870 Osos Street, San Luis Obispo, CA. 93401

Executive Committee Members:

Jan Marx, President, City of San Luis Obispo

Robert Robert, Vice President, City of Grover Beach

Charles Bourbeau, Past President, City of Atascadero

1. Call To Order

President Marx called the Executive Committee to order on January 5, 2024, at 10:00 AM.

2. Roll Call

Committee Members Present: Boubeau, Robert, Marx

3. Pledge Of Allegiance

Vice President Robert led the Committee in the Pledge of Allegiance.

Non-Agenda Public Comment Period

Public Comment was not made.

4. Executive Directors Report

Led by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent Agenda

5. Approve Executive Committee Meeting Minutes – October 27, 2024

Recommendation: That your Executive Committee approve the October 27, 2023, IWMA Executive Committee Minutes.

Motion By Past President Bourbeau

Second By Vice President Robert

To approve Item 5.

Ayes: Bourbeau, Robert, Marx

CARRIED (3 to 0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

6. Review Board Meeting Draft Agenda – January 10, 2024

Recommendation: That your Executive Committee review, discuss, and approve the draft January 10, 2024, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

Motion By Past President Bourbeau

Second By Vice President Robert

To approve Item 6 as recommended by staff.

Ayes: Bourbeau, Robert, Marx

CARRIED (3 to 0)

Closed Session Public Comment Period

Public Comment was not made.

Closed Session: 10:42 AM

The Executive Committee will recess into closed session pursuant to the Ralph M. Brown Act on the following item:

7. Public Employment – Deputy Director (§ 54957)

No reportable action.

Adjournment 11:17A



Sasha Del Giorgio
San Luis Obispo County Integrated Waste Management Authority
Clerk of the Board

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Board Minutes Review – November 8, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Board approve the November 8, 2023, IWMA Board Meeting Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 11.08.23 BOD Minutes



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Board of Directors Meeting Minutes

Wednesday, November 8, 2023, 1:30 PM
City of San Luis Obispo Council Chambers
990 Palm Street, San Luis Obispo, CA. 93401

IWMA Board of Directors:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice President City of Grover Beach
Charles Bourbeau, Past President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

1. Call To Order

President Marx called the Board Meeting to order on November 8, 2023, at 1:30 PM.

2. Roll Call

Board Members Present: Alternate Funk, Member Enns, Member Guthrie, Member Hamon, Member Newton, Vice President Robert, President Marx
Member Barton arrived at 1:37 PM

3. Pledge Of Allegiance

Non-Agenda Public Comment Period

Written Public Comment was received from Jeff Carr.

Presentations

4. Executive Directors Report

Presented by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

No public comment submitted.

Consent Agenda

- 5. **Executive Committee Minutes Receive and File – September 29, 2023**
Recommendation: That your Board receive and file the September 29, 2023, IWMA Executive Committee Meeting Minutes.

- 6. **Board Minutes Review – October 11, 2023**
Recommendation: That your Board approve the October 11, 2023, IWMA Board Meeting Minutes,

- 7. **Receive and File Monthly Financial Reports**
Recommendation: That your Board receive and file the attached monthly financial reports.

- 8. **2024 IWMA Board of Directors and Executive Committee Meeting Calendars**
Recommendation: That your Board approve the 2024 IWMA Board of Directors and Executive Committee Meeting Calendars.

Motion By Hamon
Second By Robert

To approve Items 5, 6, 7, and 8.

Motion was approved by a unanimous voice vote.

CARRIED (8-0)

Regular Agenda Public Comment Period

No public comment submitted.

- 9. **Resolution 2023-11-01, Authorizations for CalRecycle Grant SB 1383 Local Assistance Grant**
Recommendation: That your Board approve Resolution 2023-11-01, authorizing IWMA to apply as a Joint Powers Authority on behalf of our member jurisdictions. The IWMA will function as the applicant in executing the SB 1383 Local Assistance Grant.

Motion By Hamon
Second By Enns

Motion to approve Resolution 2023-11-01 authorizing IWMA to apply as a Joint Powers Authority on behalf of our member jurisdictions with the IWMA functioning as the applicant in executing the SB 1383 Local Assistance Grant.

Motion approved on the following roll call vote:

Ayes: Hamon, Enns, Barton, Funk, Guthrie, Newton, Robert, Marx
Noes: None
Absent: None

CARRIED (8-0)

10. Nexstera Tech Technical Assistance Grant

Recommendation: That your Board authorize the Executive Director to award \$10,000 in grant funds to Nexstera Tech through a Technical Assistance Grant to help further research on the detection of Lithium-Ion Batteries in our waste stream.

Motion By Funk
Second By Hamon

To approve item 10.

Motion approved on the following roll call vote:

Ayes: Funk, Hamon, Barton, Enns, Guthrie, Newton, Robert, Marx
Noes: None
Absent: None

CARRIED (8-0)

11. Gigantic Ideas

Recommendation: That your Board authorize the President to sign the contract with Gigantic Ideas Studio to conduct a marketing survey of our residents to establish baseline data for our outreach programs.

Motion By Hamon
Second By Robert

To approve item 11.

Motion approved on the following roll call vote:

Ayes: Hamon, Robert, Barton, Enns, Funk, Guthrie, Newton, Marx
Noes: None
Absent: None

CARRIED (8-0)

12. Recommendation of the IWMA Compensation Ad Hoc Committee -Executive Director's 2024 Salary

Recommendation: The Ad Hoc Committee recommends a \$15,000 base compensation increase in consideration of the Executive Director's performance and ratings, effective beginning: December 1, 2023.

Motion By Enns
Second By Newton

Motion to approve a \$15,000 base compensation increase in consideration of the Executive Director's performance and ratings, effective January 1, 2024 [motion reflects correction to legal staff memo on effective date].

Motion approved on the following roll call vote:

Ayes: Enns, Newton, Barton, Funk, Guthrie, Hamon, Robert, Marx
Noes: None
Absent: None

CARRIED (8-0)

13. Discussion of the Status of the County of San Luis Obispo's Consideration of Rejoining the IWMA

Recommendation: That your Board discuss the request of the County to return to the IWMA and provide staff with direction as deemed appropriate.

Discussion item; no action taken.

14. Cancellation of the December 13, 2023, IWMA Board Meeting

Recommendation: That your Board cancel the December 13, 2023, IWMA Board Meeting.

Motion By Funk
Second By Marx

To approve item 14.

Motion approved by unanimous voice vote.

CARRIED (8-0)

Adjourned 2:33 PM

Jennifer Grayson, Paralegal
Adamski Moroski Madden
Cumberland & Green LLP

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Board Minutes Review – January 10, 2024

BACKGROUND:

N/A

RECOMMENDATION:

That your Board approve the January 10, 2024, IWMA Board Meeting Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

A. 01.10.24 BOD Minutes



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Board of Directors Meeting Minutes

Wednesday, January 10, 2024, 1:30 PM
City of San Luis Obispo Council Chambers
990 Palm Street, San Luis Obispo, CA. 93401

IWMA Board of Directors:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice President City of Grover Beach
Charles Bourbeau, Past President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

1. Call To Order

President Marx called the Board Meeting to order on January 10, 2024, at 1:29 PM.

2. Roll Call

Board Members Present: Bourbeau, Enns, Guthrie, Hamon, Robert, Marx
Board Members Absent: Barton, Newton

3. Pledge Of Allegiance

Non-Agenda Public Comment Period

Written public comment received from Jeff Carr.

Presentations

4. Executive Directors Report

Presented by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Written public comment received from Jeff Carr on item 6.

Consent Agenda

5. Executive Committee Minutes Receive and File – October 27, 2023

Recommendation: That your Board receive and file the October 27, 2023, IWMA Executive Committee Minutes.

6. Board Minutes Review – November 8, 2023

Recommendation: That your Board approve the November 8, 2023, IWMA Board Meeting Minutes.

7. Receive and File Monthly Financial Reports

Recommendation: That your Board receive and file the attached monthly financial reports.

8. Board Approval of Amendment One to Agreement – Executive Director – to Approved Salary Increase

Recommendation: Approval and execution of Amendment One to Executive Director's Agreement, increasing compensation per Board review.

Motion By Bourbeau
Second By Robert

To approve Items 5, 7, and 8 and bring Item 6 back to the Board for approval at the February 14, 2024, IWMA Board Meeting to reflect corrections noted per public comment.

Motion was approved by the following roll call vote:

Ayes: Bourbeau, Robert, Enns, Guthrie, Hamon, Marx
Noes: None
Absent: Barton, Newton

CARRIED (6-0)

Regular Agenda Public Comment Period

Written public comment received from Jeff Carr on Items 9 and 10.

9. Discussion of the Status of the County of San Luis Obispo’s Consideration of Rejoining the IWMA

Recommendation: The Board discuss administrative matters related to County rejoining the IWMA including the following housekeeping matters: 1) Cancellation of the Memorandum of Understanding by and between the County of San Luis Obispo and the IWMA, 2) Revenue Timeline, and 3) Assuming the County of San Luis Obispo Solid Waste Contracts.

Discussion item. No action taken.

10. Approval of Mid-Year Budget Adjustment Requests

Recommendation: That your Board discuss a Mid-Year Budget Adjustment Request.

Motion By Hamon
Second By Robert

To approve a Mid-Year Budget Adjustment Request and document by Resolution at the February 14, 2024, Board Meeting.

Motion was approved by the following roll call vote:

Ayes: Hamon, Robert, Bourbeau, Enns, Guthrie, Marx
Noes: None
Absent: Barton, Newton

CARRIED (6-0)

11. Amendment of the Position Allocation Schedule, Compensation Plan and Updated Combined Salary Range

Recommendation: That your Board Adopt a Resolution; 1) Eliminate the Accountant Job Classification, 2) Add Administrative Specialist Job Classification and Salary Range, and 3) Update the Combined Salary Range.

Motion By Bourbeau
Second By Hamon

To approve Item 11.

Motion was approved by the following roll call vote:

Ayes: Bourbeau, Robert, Enns, Guthrie, Hamon, Marx
Noes: None
Absent: Barton, Newton

CARRIED (6-0)

Closed Session Public Comment Period

No public comment submitted.

Closed Session: 2:25 PM

The Board of Directors recessed into closed session pursuant to the Ralph M. Brown Act on the following Item:

12. Public Employment – Deputy Director (§ 54957)

No reportable action.

Adjourned 3:27 PM

Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County
Integrated Waste Management Authority

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Receive and File Monthly Financial Reports

BACKGROUND:

Presented below are January 2024 revenues, expenditures, and credit card transactions. The attached report's presentation of revenues is structured upon cash inflows and outflows, providing the Board with a more comprehensive and transparent understanding of the financial position of our agency.

January 2024

- Revenue Report \$185,775.89
Solid Waste Management Fee payments were submitted incorrectly & are being reprocessed.

 - Expenditure Report \$317,808.20
 - Credit Card Report \$5,353.68
-

RECOMMENDATION:

That your Board receive and file the attached monthly financial reports.

FISCAL IMPACT:

January 2024 Total Revenue to Date: \$185,775.89
January 2024 Total Expenditures: \$323,161.88

ATTACHMENTS:

- A. Revenue Received Report - January 2024
- B. Expense Report - January 2024
- C. Credit Card Report - January 2024

San Luis Obispo County IWMA

Revenue Received

January 2024

	TOTAL
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	0.33
Total 400 Non_Operation Revenue	0.33
435 Operation Revenue	
4350200 CESQG Payment	2,129.00
4350820 Solid Waste Management Fee	50,993.54
4350825 Landfill Tipping Fee Surcharge	126,662.91
4350955 Retail Take Back Fees	5,240.50
4450020 Hazardous Waste Credits	743.61
Total 435 Operation Revenue	185,769.56
Services	6.00
Unapplied Cash Payment Income	0.00
Total Income	\$185,775.89
GROSS PROFIT	\$185,775.89
Expenses	
Total Expenses	
NET OPERATING INCOME	\$185,775.89
NET INCOME	\$185,775.89

**San Luis Obispo County IWMA
Expense Report-Accrual Basis
January 2024-PRELIMINARY**

Purchase order date	Vendor name	Brief Description	Amount
01/01/2024	Vintage Properties	Office Space Rent/Lease	\$ 1,890.00
01/01/2024	Mountaineer IT Inc	IT Services	\$ 1,220.10
01/01/2024	Rainscape	Landscape svcs	\$ 125.00
01/01/2024	San Luis Garbage Co.	--	\$ 43.69
01/01/2024	Digital West Networks Inc	#1601-1274513-01	\$ 332.99
01/01/2024	Richetti Water Solutions	Reverse osmosis system rent	\$ 20.25
01/01/2024	Cold Canyon Landfill SLO	--	\$ 2,000.00
01/02/2024	Pacific Waste Services	E-waste collection	\$ 2,000.00
01/02/2024	Paychex	Payroll Processing	\$ 367.20
01/03/2024	Gaspar Soilbuilders LLC	Compost Rebate Program	\$ 6,294.10
01/04/2024	Charter Communications/Spectrum	--	\$ 129.99
01/05/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 2,533.67
01/05/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 128.49
01/05/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 1,254.73
01/05/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
01/05/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 2,624.47
01/05/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 268.77
01/05/2024	SDRMA	--	\$ 7,405.68
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/07/2024	Marborg Industries	HHW restroom rental	\$ 109.74
01/08/2024	Science Discovery	Outreach and Education	\$ 5,422.15
01/08/2024	Science Discovery	Outreach and Education	\$ 15,577.17
01/09/2024	Paso Robles Waste Disposal	Curbside oil pickup	\$ 1,500.00
01/09/2024	Amazon Capital Services Inc.	#A3F4KQ2PNZ0D87	\$ 45.28
01/10/2024	Atlas Performance Industries, Inc.	--	\$ 130.00
01/10/2024	Atlas Performance Industries, Inc.	--	\$ 130.00
01/12/2024	United Staffing	Employment Hire Services	\$ 1,517.76
01/15/2024	PSPIB Kylix LLC	Compost Rebate Payment	\$ 9,192.60
01/15/2024	City of San Luis Obispo-water	Utility-water	\$ 71.04
01/16/2024	Mid-Coast Fire	HHW fire system maintenance	\$ 259.34
01/16/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 12.31
01/16/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 1.26
01/16/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 6.30
01/16/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 1,614.84
01/16/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 165.37
01/16/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 904.00
01/17/2024	United Staffing	Employment Hire Services	\$ 1,707.48
01/17/2024	SoCalGas	--	\$ 33.54
01/18/2024	Clean Earth Environmental Services	HHW waste disposal and labor	\$ 51,665.00
01/19/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,967.57
01/19/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 1,805.40
01/19/2024	Nationwide Retirement Solutions PEBSCO 401A	EE Retirement - 401A	\$ 1,254.73
01/19/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 128.49
01/19/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 184.89
01/19/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
01/22/2024	ASAP Reprographics	Copy/printing services	\$ 605.47
01/22/2024	Executive Janitorial	Janitorial services	\$ 295.00
01/22/2024	Clean Earth Environmental Services	HHW waste disposal and labor	\$ 71,036.19
01/22/2024	Routeware	Website Recycling Guide	\$ 32,758.80
01/22/2024	Call2Recycle	Annual Recycling Guide	\$ 10,163.00
01/24/2024	United Staffing	Employment Hire Services	\$ 1,375.47
01/25/2024	James R Guthrie	Board Stipend	\$ 1,000.00
01/25/2024	John Hamon	Board Stipened	\$ 600.00
01/25/2024	Robert Enns	Board Stipened	\$ 900.00
01/25/2024	Charles Bourbeau	Board Member Stipened	\$ 1,700.00
01/25/2024	Laurel Barton	--	\$ 700.00
01/25/2024	Susan Funk	--	\$ 100.00
01/25/2024	Jan Howell Marx	Board Stipened	\$ 1,700.00
01/25/2024	Scott Newton	Board Stipend	\$ 800.00
01/25/2024	Robert Robert	Board Stipened	\$ 1,600.00
01/25/2024	Adamski Moroski Madden Cumberland & Green	Legal services	\$ 14,171.82
01/26/2024	Charter Communications/Spectrum	--	\$ 39.99
01/29/2024	PG&E	Utility-electricity	\$ 473.20
01/29/2024	Paychex	Payroll Processing	\$ 351.36
01/30/2024	EverBank	Copier lease	\$ 260.92
01/31/2024	Mission Linen and Uniform Service	Janitorial svc - rug cleaning	\$ 71.25
01/31/2024	United Staffing	Employment Hire Services	\$ 1,897.20
	Jan-24 Salaries, Wages & Benefits (Less Nationwide & SDRMA Stated Above)		\$ 43,252.87
	Jan-24 Credit Card Charges		\$ 5,353.68
	Jan-24 Credit Card Processing Payment Fees		\$ 41.63
	TOTAL EXPENSES		\$ 317,808.20

**San Luis Obispo County IWMA
Credit Card Expense Report
January 2024- PRELIMINARY**

Date	Name	Memo	Account	Charge
01/03/2024	Webstaurant	Monthly Subscription	5050255 Services and Supplies:Memberships	107.66
01/03/2024	Real World Training	Quickbooks Training Monthly Subscription	5050070 Services and Supplies:Computer Software	29.95
01/08/2024	TokenWorks Inc	Invoice INV-65457	5050220 Services and Supplies:Maintenance Expense	340.00
01/09/2024	Webstaurant	Order 93339104	5050255 Services and Supplies:Memberships	2,297.32
01/10/2024	California Chamber of Commerce	Invoice 11757184	5050255 Services and Supplies:Memberships	1,899.00
01/11/2024	USPS	Stamps	5050335 Services and Supplies:Postage	132.00
01/14/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	513.00
01/14/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	6.00
01/17/2024	USPS	General Mail	5050335 Services and Supplies:Postage	28.75
TOTAL CREDIT CARD CHARGES				\$ 5,353.68

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Amendment to Vintage Property Lease Agreement

BACKGROUND:

On March 18, 2021, the San Luis Obispo County Integrated Waste Management Authority (IWMA) Board signed and executed a lease agreement with Vintage Properties for the lease of office space located at 890 Osos Street Suite B in San Luis Obispo. The lease agreement commenced on April 1, 2021, and provided two (2) consecutive six (6) month options to renew the lease term provided a ninety (90) day notice.

On July 13, 2022, the Board executed the second of two six (6) month options to renew the Vintage Properties Lease and the current lease term will expire on March 31, 2023. A Building Ad Hoc Committee was formed to discuss and direct the short- and long-term office needs of the IWMA.

On February 22, 2023, the Building Ad Hoc Committee met in preparation for the expiring lease. The Committee considered the potential return of the County to the IWMA and changes that may be created with staffing and office needs. The Committee recommended that any possible relocation be postponed until a determination has been made on the potential return of the County to the IWMA. The Committee recommended that IWMA retain the current office by renewing the Vintage Property Lease for an additional six (6) months from October 1, 2023, to March 31, 2024.

On January 26, 2024, the Building Ad Hoc Committee met again to discuss the IWMA Building options and to extend the Vintage Property Lease for an additional six (6) months from April 1, 2024, to September 30, 2024.

RECOMMENDATION:

That your Board approve and authorize the Board President to sign and execute the Vintage Properties Lease Extension Letter, Amendment Three, for an additional six-month term.

FISCAL IMPACT:

Monthly Lease Expense: \$1,890.00
Six Month Lease Expense: \$11,340.00

ATTACHMENTS:

- A. Vintage Properties Lease Agreement
- B. Amendment Three to Vintage Property Lease Agreement

LEASE AGREEMENT

The parties to this agreement are VINTAGE PROPERTIES, a California General Partnership, hereinafter referred to as Lessor, and the INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA), a Joint Powers Authority, hereinafter referred to as Lessee. Lessor and Lessee agree as follows:

1. PREMISES: Lessor hereby leases to Lessee a first floor area, referred to in this lease as "premises", commonly known as: 890 Osos Street, Suite B, San Luis Obispo, California. Lessee has inspected the premises and found them to be suitable for its intended use. Lessee takes the premises for the lease term, at the rental, and upon the terms and conditions hereinafter contained. The Lessee shall be entitled to one on-site parking space as designated by Lessor, subject to the demands of any public agency having jurisdiction over the parking lot area. The premises are not handicapped accessible.

2. LEASE TERM: The term of this lease is one year, commencing on April 1, 2021, and ending on March 31, 2022. Lessee shall have two consecutive six month options to renew the lease term by giving Lessor 90 days prior written notice of its intention to extend.

3. RENT: Lessee agrees to pay Lessor a minimum base rent of \$1,800.00 per month, in advance, on the first day of each and every month of the term of this lease. Lessee agrees to pay rent without deduction or offset at such place as may be designated from time to time by Lessor. This is a flat rate lease, and no warrantee, express or implied, is made as to rentable area, net rentable area, or net usable area. Any reference to the square footage of the premises is an approximation only, and is made for the sole purpose of determining pro-rata share of building use.

4. SECURITY DEPOSIT: Lessee shall provide a security deposit in the amount of \$1,800.00, as a deposit to be held by Lessor as security for the faithful performance by Lessee of all terms, covenants, and conditions of this lease agreement. If Lessee is in default in any of its obligations under this lease, specifically including payment of rent, repair of premises and cleaning of premises, Lessor can use the security deposit, or any portion of it, to cure the default or to compensate Lessor for all damage sustained by Lessor resulting from the default. Immediately upon demand Lessee shall pay to Lessor a sum equal to the portion of the security deposit expended or applied by Lessor. If Lessee is not in default at the termination of this lease, Lessor shall return the security deposit to Lessee when the premises have been vacated by Lessee. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee.

5. CONSUMER PRICE INDEX ADJUSTMENT: N/A

6. PERSONAL PROPERTY TAXES: Lessee shall pay before delinquency all taxes, assessments, license fees and other charges that are levied and assessed against Lessee's personal or business property installed or located in or on the premises, and that become payable during the term.

7. REAL PROPERTY TAXES: N/A

8. PRO-RATA SHARE OF COMMON AREA COSTS AND INSURANCE: N/A

9. INSURANCE: Lessee shall keep in full force and effect a policy of public liability and property damage insurance with respect to the premises and the business operated by Lessee in which the limits of public liability shall not be less than \$1,000,000 per person and \$2,000,000 per accident and in which the property damage liability shall not be less than \$100,000. The policy shall name Lessor and such other persons or entities as Lessor may appropriately require as additional insured, and shall provide that the policy(s) shall not be changed or cancelled without first giving Lessor at least ten days prior written notice thereof. The insurance shall be with a carrier approved by Lessor and a copy of the policy or certificate of insurance shall be delivered to Lessor. Lessee agrees that if such insurance policies are not kept in force during the term and any extended term of the lease, Lessor may procure the necessary insurance, pay the premiums thereon and Lessee shall repay such premiums to Lessor as additional rent for the month following the date on which such premiums are paid. Lessor agrees that it will provide fire and other casualty insurance on the building of which the premises are a part and on Lessor's personal property, but shall not provide such insurance for the property of the Lessee. In no event shall Lessor be liable for damage to Lessee's personal property. NOTE: The personal property of Lessee is not insured under any policy of Lessor.

10. EXEMPTION OF LESSOR FROM LIABILITY: Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income there from or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or Building, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessor. Lessor shall not be liable for any damages arising from any act or neglect of any other lessee, occupant or user of the Building, nor from the failure of Lessor to enforce the provisions of any other lease in the Building.

11. INDEMNITY: Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the property, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or omission of Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property of Lessee or injury to persons, in, upon or about the property arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

12. UTILITIES AND SERVICES: By Lessor excluding communications, internet, and janitorial.

13. USE OF PREMISES: The premises shall be used for IWMA offices and associated work and may not be used for any other purpose without the written consent of Lessor. Lessee acknowledges that the premises are within a larger structure of varied uses and agrees not to interfere with the quiet enjoyment of other tenants. Lessee shall not commit or permit any waste of the premises or any nuisance or other act, which may disturb the quiet enjoyment of any other tenant of the building in which the premises are located. Lessee shall not place or permit to be placed or maintained on any exterior door, wall or window of the premises any sign, awning, or canopy, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass or any window or door of the premises without first obtaining Lessor's written consent.

14. SUBORDINATION AND ATTORNMENT: Lessee hereby subordinates its rights hereunder to the lien of any mortgage or deed of trust, to any lending institution, now or hereafter in force against the land and/or improvements of which the premises are now or may become a part, and to all advances made or hereafter to be made upon the security thereof. Lessee shall attorn to the purchaser under any foreclosure or sale and recognize such purchaser as the Lessor under this agreement. Lessee agrees to deliver within ten days of a demand any estoppel certificate requested by Lessor verifying the status of its tenancy during the term or any extended term of the lease. Lessee agrees to execute any documents required to effectuate an attornment, subordination, estoppel certificate, or to make this lease prior to the lien of any mortgage, deed of trust, or ground lease. Lessee's failure to execute such documents within 10 days of demand shall constitute a material default by Lessee hereunder without further notice to Lessee or, at Lessor's option, Lessor shall execute such documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee does hereby make, constitute, and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead, to execute such documents. Upon the termination of this lease, Lessee shall deliver, upon demand, to Lessor a quitclaim deed to the premises, in a form suitable for recording, designating Lessor as transferee.

15. EMINENT DOMAIN: In the event the premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this lease and all of the right, title and interest there under shall cease on the date that possession or title is transferred to the condemning power, whichever first occurs. Any awards resulting from any such taking shall be solely the property of Lessor, and Lessee hereby waives any right or claim to any part thereof. Any award made specifically to the Lessee with respect to removal or relocation costs or anticipated or lost profits or damages to the business of Lessee shall remain solely the property of the Lessee.

16. FIRE, DESTRUCTION, OR OTHER CASUALTY: If more than twenty five percent of the premises are destroyed by fire or other casualty and this event renders the premises unsuitable for the business of Lessee then this lease shall terminate as of the day of the event. If twenty five percent or less of the premises is destroyed then Lessor shall diligently restore the premises to its prior condition within fifty working days of the event, and upon Lessor's failure to do so, Lessee's sole remedy shall be termination of this lease. Any insurance proceeds attributable to this restoration shall be solely the property of the Lessor and Lessee hereby waives any right or claim thereto.

17. LIENS: All work required or permitted to be done by Lessee pursuant to this lease shall be done at Lessee's sole cost and expense, and in strict compliance with all building laws, ordinances, and regulations applicable thereto. Lessee shall pay for all work done on or in the premises, which may result in liens on the Lessor's reversionary estate therein, and keep the premises free and clear of all liens on account of work done thereon. Lessee shall indemnify Lessor against liability, loss, damage, costs or lien of laborers or material men or others for work performed or materials or supplies furnished for the Lessee or persons claiming under it. Lessor may go upon and inspect the premises at all times, and may keep posted thereon notices, which the Lessor may deem proper to protect its interests.

18. MAINTENANCE, REPAIR, AND ALTERATIONS: By entry of the premises and execution of this lease agreement, Lessee acknowledges that Lessee has inspected the premises and accepts them as being in good and sanitary order, condition, and repair, and suitable for the purposes for which they are leased. Lessor shall keep in good order, condition and repair the basic building and appurtenances, meaning the foundation, structural floor supports, exterior walls (except for interior faces), basic heating and electrical systems, plumbing beyond the occupancy line, and roof of the building of which the premises are a part. Lessor shall maintain all areas used in common with other tenants of the building, including landscaping and parking areas. Lessee shall repair and maintain the interior of the premises and every part thereof, and shall keep all sidewalks, stairwells, and windowsills, which adjoin the premises in a clean condition and free from litter and debris. Lessee shall maintain any exposed plumbing or electrical lines which serve the premises, and shall take precautions to insure that furniture, trade fixtures, employees, guests or invitees do not come in contact with or damage such lines. Lessor specifically disclaims any responsibility for surge protection on electrical lines, dedicated or specially grounded circuits for computers or copiers, or any circuit overloading caused by electrical space heaters, refrigeration equipment, or other special business equipment. Lessee shall provide, at its own expense, any additional electrical wiring and circuitry necessary to accommodate its needs, to relieve overloaded circuits, or to satisfy the requirements of fire and building officials who may inspect the premises from time to time. Lessee further agrees that it will make no alterations or additions to the premises without the prior written consent of Lessor, and that it will repair all damages done by the installation or removal of furniture, fixtures, or other property of Lessee, and surrender the premises at the end of the term in as good a condition as when originally occupied.

19. ASSIGNMENT AND SUBLETTING: Lessee shall not have the right to sublet all or any portion of the premises, or to assign, convey, share or transfer its interest in this lease for the purposes of security, or otherwise, without the written consent of Lessor. In the event of any involuntary assignment or transfer of possession from Lessee, by operation of law or otherwise, Lessor may elect to terminate this lease. Upon any assignment permitted by Lessor, Lessee shall remain secondarily liable for performance of all obligations under this lease to be performed by the assignee.

20. HOLDING OVER: If Lessee, with Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

21. DEFAULT: In the event of any breach of this lease by Lessee, then Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry of the premises and may remove all persons and property there from. Such property may be removed and stored in public warehouses or elsewhere at the cost of and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease, relet the premises or any part thereof. No re-entry or taking possession of such premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination hereof is decreed by a court of competent jurisdiction.

In addition to any other provisions herein, any of the following shall constitute a breach of this lease:

- A. Lessee shall default in the payment of rent or other lease charges.
- B. Lessee is adjudicated bankrupt or insolvent or suffers an order to be entered for other debtor's relief.
- C. Lessee's property shall be assigned either voluntarily or by the operation of law, or if Lessee has or permits a receiver or trustee to be appointed for its property.
- D. Lessee shall abandon or vacate the premises for more than ten days.
- E. Lessee shall cease doing the business as specified in Articles 12 of this lease.

Notices given under this article shall be in writing and shall specify the alleged default and the applicable lease provisions, and shall demand that Lessee perform the provisions of this lease or pay the rent that is due. No such notice shall be deemed forfeiture or a termination of this lease unless Lessor so elects in the notice. If Lessee is in default under this lease, Lessor shall have the right to have a receiver appointed to collect rent and conduct Lessee's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election to terminate this lease. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of the premises or removing and storing furniture and property.

22. ATTORNEY FEES: If Lessor or Lessee shall bring legal proceedings against the other for the enforcement of any provisions of this lease, the prevailing party in such action shall be awarded reasonable attorney fees.

23. NOTICES: All notices shall be served by personal service or by mailing the notice by certified or registered mail with return receipt requested, with postage thereon fully prepaid.

Notices to Lessor shall be sent to: 979 Osos Street, Suite B2, San Luis Obispo, CA 93401

Notices to Lessee shall be sent to: 890 Osos Street, Suite B, San Luis Obispo, CA 93401

Either Lessor or Lessee may change such address by serving on the other written notice of change of address.

24. MISCELLANEOUS PROVISIONS:

A. The provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. This agreement is the entire agreement between the parties hereto. All negotiations and oral agreements acceptable to both parties hereto are included herein. Captions of articles are for convenience only, and do not in any way limit or amplify the terms and provisions of this agreement.

B. Lessor or Lessor's agents have made no representations or promises with respect to the premises, the land upon which the premises are located, except as expressly herein set forth, and no rights, easements, or licenses are acquired by Lessee by implication or otherwise.

C. No radio or television or other similar device shall be installed without prior written consent of Lessor in each instance. No amplified music is allowed in, on, or near the premises. No aerial shall be erected on the roof or exterior walls of the leased premises.

D. No loud speakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside the leased premises without the prior written consent of Lessor.

E. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this clause shall be borne by Lessee.

F. The parking lot serving the premises shall only be used for the parking of one vehicle in a designated space. The parking lot shall not be used as a break area or staging area.

G. Any improvements to the premises requiring a building permit shall be approved by Lessor prior to submittal to any public agency having jurisdiction. Any improvements to flooring or wall color shall be approved by Lessor.

H. The premises shall be used for the offices of the IWMA only. The premises may not be shared or sublet without the written consent of Lessor.

I. Any application for a use permit from the City of San Luis Obispo shall be reviewed by Lessor prior to submittal.

J. The vehicle charging station in the parking lot serving the premises is no longer functional.

This agreement, executed on _____, represents the entire agreement between the parties.

LESSOR:

LESSEE:

Robert B. Enns 18 March 21

Alan J. McVay
General Partner
VINTAGE PROPERTIES

Robert Enns
President of the Board
INTEGRATED WASTE MANAGEMENT AUTHORITY



AMENDMENT THREE

The parties to this agreement are VINTAGE PROPERTIES, as Lessor, and INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA), as Lessee, respectively, under that Lease Agreement dated April 1, 2021, concerning the premises at 890 Osos Street, Suite B, San Luis Obispo, California. The parties agree as follows:

1. The term of the Lease shall be extended for six months from the period of April 1, 2024, through September 30, 2024.

This agreement, dated _____, is meant to be attached to and made part of the aforementioned Lease Agreement.

Alan J. McVay
VINTAGE PROPERTIES

Jan Marx
President of the Board
San Luis Obispo County, IWMA

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Jordan Lane, Deputy Director
RE: IWMA Employee Handbook

BACKGROUND:

The existing IWMA Employee Handbook was written with references to specific code sections and policies of the County of San Luis Obispo. As an independent agency, the IWMA staff are not subject to the same employment agreements as the County. As a measure of best practice, the IWMA proposed development of a set of policies and procedures specific to the agency. HRCalifornia, operated by the California Chamber of Commerce, offers a tool to help facilitate development of an Employee Handbook that aligns with State law and current best practices. With input from the IWMA staff, Executive Director, and IWMA Counsel, the Employee Handbook has been rewritten to comply with applicable State and federal law and to remove references to San Luis Obispo County's code and in compliance with State law, including changes required for 2024.

Policies included in the manual:

- General Employment (Harassment Discrimination, At-Will Employment, Right to Revise, Diversity Equity and Inclusion, etc.)
- Hiring (Job Duties, Full-Time Employees, Temporary Employees, etc.)
- Time Off and Leaves of Absence (Bereavement, FMLA, Vacation, etc.)
- Benefits (Overview, Holidays, Paid Family Leave, Workers Compensation, etc.)
- Management (Performance Evaluations, Personnel Records, Telecommuting, etc.)
- Company Property (Electronics and Social Media, Housekeeping, Parking, etc.)
- Employee Conduct (Conducting Personal Business, Confidential Information, News Media Contacts, Prohibited Conduct, etc.)
- Wages (Payment of Wages, Work Schedules, etc.)
- Safety and Health (Employees Who Are Required to Drive, Ergonomics, Security, etc.)
- Termination (Employee References, Involuntary Termination and Progressive Discipline, Voluntary Resignation, etc.)
- Workplace Violence Prevention Plan to comply with SB 553

As members to HRCalifornia, IWMA staff are provided mandatory, suggested, and optional policy updates based on changes or judicial clarifications of state and federal laws. Any changes to the Employee Handbook, including updates that are recommended by HRCalifornia, must be approved by the IWMA Board of Directors. The updated Employee Manual gives the Executive Director, with consultation from the IWMA Legal Counsel, limited discretion to implement emergency policies when a temporary policy change is immediately necessary to come into compliance with State or federal law.

The Employee Handbook Tool is also capable of producing a Spanish translation. Upon adoption of the English version, IWMA staff would employ a third-party service to review, update, and verify that the Spanish translation is identical and accurate before making it available to staff.

RECOMMENDATION:

That your Board adopt an updated IWMA Employee Handbook as presented, with the right to implement legally mandated changes as necessary, but subject to Board approval for additional policy changes.

FISCAL IMPACT:

- No fiscal impact to adopting Employee Handbook
- Annual costs for membership (\$1,899) and use of the HRCalifornia toolkit (\$469.98)
- Impending costs for Spanish translation review and legal review of proposed changes

ATTACHMENTS:

- A. 2024 Employee Handbook

Employee Handbook: Policies

San Luis Obispo County

Integrated Waste Management Authority

February 14, 2024

Table of Contents

General Employment Policies..... 3

Hiring..... 9

Time Off and Leaves of Absence..... 11

Benefits 27

Management 32

IWMA Property 38

Employee Conduct 43

Wages 51

Safety and Health 55

Termination 57

Confirmation of Receipt 59

Workplace Violence Prevention Plan 60

General Employment Policies

Introductory Statement

As an employee of the San Luis Obispo County Integrated Waste Management Authority (the "Company" or "IWMA"), you are an important member of a team effort. We hope that you will find your position with the IWMA rewarding, challenging, and productive.

We look to you and the other employees to contribute to the success of the IWMA.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here.

Right to Revise

This employee handbook contains the employment policies and practices of the IWMA in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The IWMA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook at any time, except for the policy of at-will employment.

Any written changes to this handbook will be posted for access by employee or otherwise distributed to all employees so that you will be aware of any new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook contains the entire agreement between you and the IWMA as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this statement is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

Where the Executive Director is referenced in these policies, such references also shall include the Deputy Executive Director, either of whom may act for the IWMA with regard to matters referenced.

At-Will Employment Status

Employees at the IWMA are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without reason or advance notice by either the employee or the IWMA. Nothing in this handbook limits the right to terminate at-will employment.

No employee or representative of the IWMA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Executive Director of The IWMA has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms of employment.

Diversity, Equity and Inclusion

The IWMA is committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to the IWMA.

The IWMA is committed and determined that there is access, opportunity and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our supervisors and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times.

Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, discriminated or retaliated against in violation of the IWMA's *Harassment, Discrimination and Retaliation Prevention* policy, please contact your supervisor or Deputy Director or Executive Director.

Harassment Discrimination and Retaliation Prevention

The IWMA is an equal opportunity employer. The IWMA is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race;
- Religion (including religious dress and grooming practices);
- Color;

The IWMA - Employee Handbook: Policies

- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation;
- National origin;
- Ancestry;
- Physical or mental disability;
- Medical condition;
- Genetic information/characteristics;
- Marital status/registered domestic partner status;
- Age (40 and over);
- Sexual orientation;
- Reproductive health decision-making;
- Military or veteran status;
- Use of cannabis/marijuana off the job and away from the workplace; and
- Any other basis protected by federal, state or local law or ordinance or regulation.

The IWMA prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the IWMA prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates IWMA policy.

Harassment Prevention

The company's policy prohibiting harassment applies to all persons involved in company operations and prohibits harassment and disrespectful or unprofessional conduct by any employee, including supervisors, managers and coworkers. The company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment and disrespectful or unprofessional conduct includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, and slurs, or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment; prohibited harassment is based on any protected category.

Non-Discrimination

This company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in company operations. The company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the IWMA is not obligated to disclose the wages of other employees.

Anti-Retaliation

The company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or coworkers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the company will make reasonable accommodations for known physical or mental disabilities of an otherwise qualified applicant or employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact an Executive Director and discuss the need for an accommodation. The company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job.

An applicant, employee or unpaid intern who requires an accommodation for a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the Executive Director and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the company will make the accommodation.

The company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or coworkers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to the Executive Director as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Executive Director. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

The company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you've been harassed, discriminated against or retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at calcivilrights.ca.gov and www.eeoc.gov.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the company's Executive Director so the company can try to resolve the complaint.

When the company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The company will reach reasonable conclusions based on the evidence collected.

The company will maintain confidentiality to the extent possible, but we cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;
- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner.

If the company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The IWMA also will take appropriate action to deter future misconduct.

Any employee determined by the company to have engaged in harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

Confirmation of Harassment Discrimination and Retaliation Prevention Policy

I have received my copy of the IWMA's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the IWMA is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____

Employee's Printed Name _____

Date _____

Hiring

Service Credit

The IWMA will give service credit to employees previously employed by the IWMA, provided the break in service does not exceed 365 days. Generally, the break in service time will be deducted from the employee's original service date.

The Executive Director will discuss reinstatement of benefits and other length of service issues with rehired employees. Special rules apply to reinstatement of paid sick leave benefits under the California Healthy Workplaces, Healthy Families Act.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than 40 hours per week, but not fewer than 20 hours. Part-time employees are eligible for the following the IWMA benefits:

- Determined in approval of job description by the IWMA Board of Directors.

Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

New Hires

The first six months of continuous employment with the IWMA is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with co-workers and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by the IWMA for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the IWMA.

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Please keep in mind that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the IWMA. Your cooperation and assistance in performing such additional work is expected.

The IWMA reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Job Sharing

Job-sharing is defined as two part-time employees assigned to share the duties and responsibilities of a full-time job position. The IWMA will support job sharing where reasonable and practical and where IWMA operational and business needs will not be negatively affected. In order for job sharing to work, the two individuals work as a team to accomplish one full-time position's duties, communicate effectively, and ensure continuity of work.

The Executive Director is responsible for identifying if a job-sharing arrangement is workable within their department. The Executive Director must assess the impact and outcome in terms of production, quality and absenteeism, and whether job sharing is in the best interests of the IWMA and employees. The Executive Director must also assess the overall feasibility of the job-sharing arrangement. Any job-sharing arrangement must receive final approval from both the Executive Director and the Executive Director. The decision as to whether to allow a job-sharing arrangement is within the discretion of the IWMA and some jobs may be unsuitable for job sharing.

The exact details of the job share arrangement will be decided by and implemented by the supervisor and Executive Director to ensure that operational needs are met.

Job sharers must have a strong commitment to the job and to making the job-sharing arrangement work. Job sharers must ensure that there is a workable communication system in place so that supervisors, co-workers, customers and/or clients can expect to communicate with both job sharers via the person on duty at the time.

Job sharing will affect your eligibility for certain benefits. Please contact the Executive Director for specific details. The Executive Director has the general responsibility of overseeing the day-to-day implementation of this job-sharing policy in accordance with payroll and legal requirements.

If a job-sharing position is approved, your position is part of a full-time position which has been divided under a job-sharing arrangement. Should your job share co-worker resign or transfer, your supervisor or the Executive Director will assess the needs of the IWMA and determine a course of action. The following are potential options:

- Convert the remaining job-sharing co-worker to a full time 40-hour work week position.
- Advertise the position as a part-time job share. In the event that the position cannot be filled, the position will revert to a full-time position with the requirement that the remaining co-worker assume the full-time requirements of the position, including the 40-hour work week.

The IWMA - Employee Handbook: Policies

- Adjust the work schedule of the remaining job co-worker to meet office needs.
- Allow the remaining job share co-worker to continue working the part-time schedule.

Job sharing arrangements will be continually evaluated and can be discontinued at any time. An approved job share agreement does not change or alter the at-will nature of the employee's employment with the IWMA. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the IWMA.

Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status.

Health Benefits Extension

Unless a health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the California Continuation Benefits Replacement Act (Cal-COBRA) to elect to continue their health care coverage at the employee's expense.

Contact the Executive Director or Deputy Director for more information.

Time Off and Leaves of Absence

Bereavement Leave

The IWMA grants time off to eligible employees in the event of the death of a "family member."

If you are eligible and experience the death of a family member, you may take up to five days of bereavement leave.

For purposes of this policy, a family member is a:

- Spouse
- Domestic Partner
- Child
- Parent
- Parent-in-law
- Sibling
- Grandparent
- Grandchild
- Any other person which California law designates as a family member for purposes of bereavement leave.

The days of bereavement leave do not need to be taken consecutively; however, you must complete your bereavement leave within three months of your family member's death, at which time any remaining unused bereavement leave will expire.

Bereavement leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

The IWMA reserves the right to require documentation to support the need for bereavement leave, which may include a death certificate; a published obituary; or a verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency.

The IWMA, through the Executive or Deputy Director, may, at its discretion, approve additional unpaid time off.

Reproductive Loss Leave

The IWMA grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- **Miscarriage:** May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Stillbirth:** May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information provided to related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Crime or Abuse Victims' Leave and Accommodation

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury;
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child;
 - Your legal spouse or registered domestic partner;
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or
 - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.
- Any person against whom any crime has been committed (only for purposes of taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding).

You may request leave if you are involved in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact Executive Director.

If you need a reasonable accommodation for your safety at work, contact Executive Director. If you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the IWMA will also require certification demonstrating that you are the victim of crime or abuse. The IWMA may request recertification every six months. Please notify the IWMA if an approved accommodation is no longer needed.

The IWMA will engage in an interactive process with you to identify possible accommodation, if any, that is effective and will make reasonable accommodations unless an undue hardship will result.

The IWMA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Extended Medical Leave

The IWMA - Employee Handbook: Policies

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the IWMA's obligations under federal and state disability laws.

Employees should request any leave in writing and as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor will provide you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. The IWMA makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. The IWMA will comply with any reinstatement obligations under state or federal law.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

An employee that needs reasonable accommodations should contact Executive Director and discuss the need for an accommodation.

FMLA

The federal Family and Medical Leave Act (FMLA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the IWMA for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave*;
- and
- You are employed at a worksite where there are 50 or more employees within a 75-mile radius.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;

- To care for your family member who has a serious health condition. For purposes of FMLA leave, a "family member" includes your:
 - Spouse.
 - Parent.
 - Child under the age of 18, or child over the age of 18 and incapable of self-care due to mental or physical disability at the time FMLA leave is to begin.
- The birth of your child, or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, child or parent in the Armed Forces of the United States, or to care for a covered servicemember. (See *Military Family Leave Entitlements* below.)
- Incapacity due to pregnancy, prenatal medical care or childbirth

Depending on your reason for leave, you may also be eligible for California Family Rights Act (CFRA) leave, in which case both your FMLA leave and CFRA leave will run concurrently. (See the *CFRA Leave* policy for additional information and CFRA leave eligibility.)

For additional information about eligibility for FMLA and how it may or may not interact with CFRA leave, contact Executive Director.

Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered service member. A covered servicemember is either:
 - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken under FMLA, The IWMA uses rolling year.

Under most circumstances, leave under federal and state law will run at the same time and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Time off because of pregnancy disability, childbirth or related medical condition counts as FMLA leave, but not for CFRA leave. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL).

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Under the FMLA, leave taken for the birth, adoption, or foster care placement of a child must be taken as a continuous block of leave unless the IWMA grants intermittent leave. If, however, your baby bonding leave is under both FMLA and CFRA (running concurrently), such leave does not have to be taken in one continuous period of time: CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the IWMA will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The IWMA may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken (under either FMLA or CFRA) must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to FMLA leave:

- Please contact Executive Director as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the IWMA at least 30 days before leave begins. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the IWMA. Any such scheduling is subject to the approval of your health care provider or the health care provider of your child, parent, or spouse.
- If you cannot provide 30 days' notice, the IWMA must be informed as soon as is practical.
- If the FMLA request is made because of your own serious health condition, the IWMA may require, at its expense, a second opinion from a health care provider that the IWMA chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the IWMA.
- If the second opinion differs from the first opinion, the IWMA may require you, at the IWMA's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the IWMA.

Certification

The IWMA requires you to provide certification. You will have 15 calendar days from the IWMA's request for certification to provide it to the IWMA unless it is not practical to do so. The IWMA may require recertification

from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the IWMA may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

Under the FMLA, when both parents are employed by the IWMA, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the IWMA will not grant more than a total of 12 workweeks of FMLA leave for this reason. However, if baby bonding leave is under both FMLA and CFRA (running concurrently), each parent employed by the IWMA is entitled to 12 workweeks of leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are on leave because of your own serious health condition, the IWMA will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking FMLA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered servicemember) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The IWMA will continue to

make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the IWMA may recover premiums paid to maintain health coverage if you fail to return to work following FMLA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is to be prepaid pursuant to a cafeteria plan, under which employees choose coverage that best suits them. For more information, contact Executive Director.

Substitution of Paid Leave

Generally, FMLA leave is unpaid. The IWMA may require, or you may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the IWMA's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact Executive Director.

Reinstatement

Under most circumstances, upon return from FMLA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on FMLA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned before using FMLA leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (however, this exception will not apply if the FMLA leave runs concurrently with CFRA leave):

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the IWMA's operations;
- The employee is notified of the IWMA's intent to refuse reinstatement at the time the IWMA determines the refusal is necessary; and
- If leave has already begun, the IWMA gives the employee a reasonable opportunity to return to work following the notice described previously.

Time Accrual

Please contact Executive Director with any questions regarding accrual of other IWMA provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA leave.

Carryover

Leave granted under any of the reasons provided by FMLA and/or CFRA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take FMLA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

CFRA

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the IWMA for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
 - Spouse;
 - Parent;
 - Child of any age;
 - Registered domestic partner;
 - Grandparent;
 - Grandchild;
 - Sibling;
 - Parent-in-law;
 - "Designated person." This is someone else with a blood or family-like relationship with you. You may identify this individual at the time you request leave. You are limited to one designated person per 12-month period for purposes of CFRA leave.
- The birth of your child, or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty* below.)

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave Policy* for more information).

For additional information about eligibility for CFRA leave, contact Executive Director.

Qualifying Exigencies Related to Active Duty

- Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, The IWMA uses rolling year.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the IWMA will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The IWMA may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact Executive Director as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the IWMA at least 30 days before leave begins. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the IWMA. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the IWMA must be informed as soon as is practical.

- If the CFRA request is made because of your own serious health condition, the IWMA may require, at its expense, a second opinion from a health care provider that the IWMA chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the IWMA.
- If the second opinion differs from the first opinion, the IWMA may require you, at the IWMA's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the IWMA.

Certification

The IWMA requires you to provide certification. You will have 15 calendar days from the IWMA's request for certification to provide it to the IWMA unless it is not practical to do so. The IWMA may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the IWMA may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of your serious health condition.

If you are on leave because of your own serious health condition, the IWMA will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The IWMA will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the IWMA may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is to be prepaid pursuant to a cafeteria plan, under which employees choose coverage that best suits them. For more information, contact Executive Director.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. The IWMA may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the IWMA's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact Executive Director.

Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

Time Accrual

Please contact Executive Director with any questions regarding accrual of other IWMA provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

Jury Duty and Witness Leave

The IWMA encourages employees to serve on jury duty when called. Non-exempt employees who have completed their introductory periods will receive full pay while serving up to regular salary days of jury duty. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Military Leave

Employees who wish to serve in the military and take military leave should contact Executive or Deputy Director for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law. In addition, California and federal law provide for additional benefits or protections all of which shall be afforded qualified employees.

Pregnancy Disability Leave Five or More Employees

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave (PDL) should advise the personnel department as early as possible. Please make an appointment with the Executive Director to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability;
- The IWMA will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- If you need to take PDL, you must inform The IWMA when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days advance notice before the PDL or transfer is to begin. Consult with the Executive Director regarding the scheduling of any planned medical treatment or supervision in order to minimize

disruption to the operations of the IWMA. Any such scheduling is subject to the approval of your health care provider;

- For emergencies or events that are unforeseeable, we need you to notify the IWMA, at least verbally, as soon as practical after you learn of the need for the leave;
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by your health care provider. You must provide The IWMA with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the IWMA. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health care provider;
- Leave returns will be allowed only when your health care provider sends a release;
- You are allowed to use accrued sick time (if otherwise eligible to take the time) during PDL. You are allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during PDL; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour.

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties but must have the equivalent rate of pay and benefits, and you must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

When your health care provider releases you to return to work, from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. In some instances, the IWMA can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide election, you may take off enough working time to vote, including up to two hours off without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work. If you know or have reason to believe that time off will be necessary to be able to vote on election day, you must give your supervisor at least two working days' notice

Vacation

Vacation Accrual from First Day

Regular full-time employees are entitled to accrue:

- 0 - end of 4th year = 10 days per year
- 5 - end of 9th year = 15 days per year
- 10+ years of service = 20 days per year

Active service begins on your first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Temporary and part-time employees do not accrue paid vacation.

Vacation can accrue up to a maximum of 320 paid hours. No additional vacation will be earned until accrued vacation time is used.

You become eligible to take accrued vacation after 90 days of active service as work schedules permit.

Vacation schedules must be coordinated with and approved by Executive Director or designee in advance. Complete a request for vacation well in advance of the dates involved.

Vacations are scheduled to provide adequate coverage of job responsibilities and staffing requirements. Every effort will be made to permit employees to take their vacations at the times they wish. However, the IWMA's operating needs will take priority.

When your employment relationship with the IWMA ends, you will be paid for accrued unused vacation days on a pro rata basis.

Use of Vacation Before Unpaid Leave

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you are taking and/or federal and state leave requirements.

Please contact supervisor or Executive Director to discuss coordination of your benefits.

Administrative Leave

All regular employees shall earn 40 hours of administrative leave during the pay period in which July 1st falls. Administrative leave hours shall be prorated on a pay period basis when an employee is appointed or leaves employment during the fiscal year. The employees' final check will be adjusted to reflect the prorated hours. Unused administrative leave will not be carried over year to year but can be taken through June 30 of each year.

Criminal Judicial Proceedings and Victims' Rights Leave

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact a IWMA representative with day-to-day personnel responsibilities.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

Paid Time Off

California Paid Sick Leave

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment are eligible for protected paid sick time under the Act. You cannot be discriminated against or retaliated against for requesting or using paid sick time.

The IWMA will provide you with paid sick time in accordance with the Act as follows:

Employees may begin using their paid sick time on the 90th day of employment with the company.

Sick leave is accrued at a rate of 3.69 hours per pay period, at a maximum annual accrual of 12 days per calendar year such that no less than 24 hours are accrued by the 120th day of employment, and no less than 40 hours are accrued by the 200th day. Unused paid sick time carries over year to year.

Sick leave can accrue up to a maximum of 200 paid hours. No additional sick leave will be earned until accrued sick leave is used.

When your employment relationship with the IWMA ends, you will not be paid for accrued unused sick leave.

Qualifying Reasons for Paid Sick Leave

Paid sick time under the Act can be used for any of the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or "covered family member," as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain specified purposes when the employee is a victim of crime or abuse.

For purposes of paid sick leave, a "covered family member" includes:

- A child: Defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A parent: Defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A "parent" may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A "designated person." A designated person is any individual you identify at the time you request paid sick leave. You are limited to one designated person per 12-month period for purposes of paid sick leave.

Use of Paid Sick Time and Notification

You can use paid sick time for any of the above qualifying reasons protected by the Act. If the need for paid sick time is foreseeable, you must provide advance oral or written notification to supervisor or Executive Director. If the need for paid sick time is not foreseeable, should provide notice to supervisor or Executive Director as soon as practicable.

Specific provisions relating to paid sick leave under California's Healthy Workplaces, Healthy Families Act, including procedures relating to notification and usage of this paid sick time, are discussed below.

Benefits

Benefits Overview

The IWMA is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of

The IWMA - Employee Handbook: Policies

continuous employment at the IWMA. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have, please contact your supervisor.

The IWMA reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The IWMA offers the following employee benefits:

IWMA BENEFIT	RATE	DESCRIPTION
401(a) Retirement Contribution	19.53%	Applied to gross salary.
457(b) Matching Contribution	Match	Employer match up to IRS maximum
FICA Employer	6.20%	2015 FICA wages up to \$118,500 max
FICA Employee	6.20%	2015 FICA wages up to \$118,500 max
Medicare Employer/Employee	1.45%	Per State/Federal guidelines.
Unemployment	0.08%	IWMA Pays 0.075%.
Worker's Compensation	Varies	Per California requirement.
Health Insurance	\$1,650/mo.	Contribution to health including dental and vision.
Post-Employment Health Plan	2%	2% of employee salary to Health Savings Account, via SDRMA
Life Insurance	-	\$50,000 coverage provided by IWMA
Long Term Disability	0.298% x salary	On first \$13,500/mo. Of salary. Pays 66 2/3% of salary.
Mileage Reimbursement	Varies	Set annually according to State reimbursement rate.
Sick Leave	96 hours/year	3.69 hrs per pay period; 200 hour max accrual
Holiday	13 days/year	12 holidays, 1 floating holiday
Administrative Leave	40 hrs/year	No carryover or payoff for unused time.
Vacation Leave	Incremental	320 hours maximum payout
	10 days/year	Years of service: 0 - end of 4th
	15 days/year	Years of service: 0 - end of 9th
	20 days/year	Years of service: 10+

The IWMA - Employee Handbook: Policies

Bereavement Leave	Unpaid	Unpaid leave up to five days per event.
Jury Leave	-	Regular pay while on jury duty, cannot claim jury pay.
Paid Military Leave	20 days/fiscal year	20 working days or 1 month's salary max - called to active duty

*Benefits are subject to change under the authority of the IWMA Board of Directors.

External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of The IWMA or the individual employees. Attendance at such activities, whether required by the IWMA or requested by individual employees, requires the written approval of the Executive Director. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the IWMA, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the Executive Director in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the IWMA generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

Holidays

The IWMA observes the following paid holidays:

- January 1 (New Year's Day)
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the Friday after

- Christmas Day
- Floating Holiday

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the IWMA may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Holidays that are paid but not worked do not count for overtime purposes. To be eligible for a paid holiday, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately before and immediately after the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday you will receive time and a half.

All regular employees accrue eight hours of floating holiday or “personal leave” per year. Unused floating holidays will not be carried over year to year but can be taken through June 30 each year. Floating holidays will be earned in the pay period which July 1st falls.

Lactation Accommodation

The IWMA recognizes lactating employees’ rights to request lactation accommodation and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. The IWMA will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, The IWMA will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee’s private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact Executive Director to request accommodations. An employee’s request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

The IWMA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint

related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk or have been otherwise denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department (EDD). PFL provides partial pay for up to eight weeks when you need to take leave from work to:

- To care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill;
- To bond with your newborn, foster child or newly adopted child; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, registered domestic partner, parent, or child in the Armed Forces of the United States.

The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Workers' Compensation

The IWMA, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to Executive Director; and
- Provide the IWMA with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the IWMA's obligations to the employee may include reasonable

accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires The IWMA to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

IWMA-Provided Physician

The IWMA provides medical treatment for work-related injuries through a medical provider network, Family Medical Center which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

Workers' Compensation and CFRA/FMLA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and/or federal law California Family Rights Act (CFRA) and/or Family Medical Leave Act (FMLA), will be placed on CFRA and/or FMLA during the time they are disabled and not released to return to work. The leave under these laws will generally run concurrently.

Management

Employee Property

An employee's personal property including, but not limited to, lockers, packages, briefcases, purses, messenger bags, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of The IWMA property, possession of dangerous weapons or firearms, or abuse of the IWMA's drug and alcohol policy.

Employment of Relatives

Relatives of employees may be eligible for employment with the IWMA only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The IWMA defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

Names and Addresses Policy

The IWMA is required by law to keep current all employees' names and addresses. You are responsible for notifying the IWMA in the event of a name or address change.

Open-Door Policy

Suggestions for improving the IWMA are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have a complaint, suggestion or question, speak with your immediate supervisor as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the Executive Director or any other member of management.

Also, if you have raised the issue and if the problem persists, you may present it to the IWMA Legal Counsel, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the President of the Board of Directors of the IWMA for review and final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact Deputy Director or Executive Director.

This procedure, which we believe is important for both you and the IWMA, cannot guarantee that every problem will be resolved to your satisfaction. However, the IWMA values your observations, and you should feel free to raise issues of concern without the fear of retaliation.

Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. Your first performance evaluation will take place in six months. Subsequent performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the IWMA and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Personnel Records

You have a right to inspect or receive a copy of the personnel records that the IWMA maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the Executive Director. You can obtain a form for making such a written request from the Executive Director.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The IWMA may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date the IWMA receives your written request to inspect or copy your personnel records (unless you/your representative and the IWMA mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, the IWMA will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Telecommuting

The Executive Director authorizes teleworking as a benefit to business operations or in the event of an emergency or governmental stay-at-home order. Telework is the practice of working from home or other non-IWMA worksite. When authorized, an IWMA employee may participate in telework; all IWMA and department policies, ordinances, practices, work assignments, and instructions apply. The IWMA is not required to offer telecommuting to any employee or to all employees. Each decision related to telecommuting shall be made in the best interest of ensuring coverage for all IWMA operations. An employee granted the right to telecommute is not guaranteed a continued right and the right may be revoked by the IWMA at any time.

Management retains the right to determine eligibility for teleworking. Not all positions/classifications are suitable for telework, and not all employees perform satisfactorily in a teleworking arrangement. Teleworking is not an employee right, but rather, is available to those employees who work in positions wherein the Executive Director or designee has determined it is beneficial and/or consistent with operational business needs at the time the decision is made. Teleworking does not change the basic terms and conditions of employment with the IWMA.

Teleworking may be modified or revoked by the Executive Director or designee at any time. Whenever practicable, the IWMA will provide a minimum of 48-hour notice when revoking or modifying a telework arrangement unless a shorter time period is mutually agreed upon.

As with any work performed on behalf of the IWMA, work at the telework site is considered official IWMA business. Products, documents, and records used by/or developed while teleworking are the property of the department and the IWMA and are subject to department and IWMA rules regarding confidentiality, disclosure, and record retention requirements.

The teleworking schedule should be the same as the schedule an employee would have when working in the office unless other arrangements are made and approved by management. FLSA nonexempt (hourly) employees are required to perform work duties within an established schedule and shall adhere to scheduled rest and meal breaks. An employee authorized to telework may not alter their work schedule or work additional hours beyond their authorized hours without prior written authorization from management. FLSA exempt employees may be required to work core hours, as directed by the Executive Director.

Use of sick leave, vacation, administrative leave or other absences from work must be approved in advance

and in accordance with IWMA policy.

Use of personal cell phones or other personal electronic devices for IWMA business shall be compensated in accordance with applicable MOU or IWMA policy. Otherwise, employees are responsible for any additional telecommunications or connectivity charges resulting from the teleworking arrangement. The IWMA assumes no responsibility for any operational costs or liability associated with the employee's home residence, including home maintenance, personal office equipment or office furniture, insurance, utilities, or internet costs.

An employee who teleworks cannot bring clients, customers, vendors, or other persons into their home to conduct IWMA business.

The normal work location for a teleworking employee shall be the IWMA worksite. An employee's commute to the IWMA worksite shall not be compensable time and mileage shall not be reimbursable. Whenever practicable, management will provide 24 hours advance notice if the employee authorized to telework is required to report to the IWMA worksite. However, an employee authorized to telework may also be required to report to the IWMA worksite on shorter notice to address immediate urgent business. Such a requirement does not constitute call-back pay. The IWMA shall not reimburse a teleworking employee for mileage when an employee is required to report to the IWMA worksite unless provided by the IWMA Travel Policy.

Eligibility

Eligibility for teleworking is based primarily on both the position and operational need, as well as on the individual employee. Not every job, or every employee, will be eligible for teleworking. The Executive Director has the discretion to approve or deny a request to telework based on established eligibility criteria and operational needs. Positions that may not qualify for a telework agreement include those whose work cannot be fully performed offsite.

The supervisor shall consider the following criteria when determining a position's eligibility for telework:

- Ensuring the needs of internal and external customers are met;
- Avoidance of additional overtime or other operational costs;
- Health or safety considerations;
- Group scheduling and shift needs ensure proper coverage in their respective areas;
- Communication with co-workers;
- Access to support and/or supervisory staff;
- Need for supervision, direction and support; and
- Ability to either (1) perform the essential functions of position remotely or (2) where some essential functions cannot be performed remotely, have no negative impact on operational needs arising from the inability to perform such essential functions on regular telework days.

The supervisor shall additionally consider the following criteria when determining an employee's request to telework:

- IWMA Operational Needs – Business and operational needs of the IWMA can be met.
- Employee Leave History – Employee has not violated IWMA's work rules or expectations related to attendance in the last calendar year.
- Employee Disciplinary History – Employee has exhibited acceptable behavior with no sustained discipline on file of written reprimand or more progressive discipline in the last calendar year.
- Employee Performance – Employee has no documented performance issues in the last calendar year and can perform the expected job responsibilities without direct and constant supervision.

Performance Expectations

Telework does not change the requirement for employees to be accessible during designated business hours. Employees must be accessible via telephone (home telephone or mobile telephone), email, and/or via network access to their supervisor and other IWMA employees while teleworking, as if working at their official worksite. Employees shall check their IWMA-related business phone messages and emails on a consistent basis, as if working at their official worksite.

The employee's supervisor will monitor work of employees to ensure employees respond to calls, meeting requests, attend meetings, and deliver work regardless of whether they are at an official or alternate worksite, in accordance with the Telework Policy.

The employee's supervisor will be required to create a specific goal to document the employee's telework performance in the employee's annual performance evaluation.

The Executive Director or designee has the discretion to terminate telework agreements if it is felt that the employee working from an alternate worksite is having a detrimental effect on their performance. When performance deficiencies occur, the supervisor shall provide five (5) calendar days' notice to the employee of any reduction or modification of the telework agreement up to and including termination of the agreement.

IWMA Equipment

The IWMA may, at its discretion, provide teleworking equipment such as a computer, laptop, tablet, cell phone, printer, or supplies. Any equipment/supplies provided by the IWMA will remain the property of the IWMA and will be returned to the IWMA upon request. All IWMA policies and procedures and departmental policies and procedures involving IWMA equipment apply to employees using IWMA equipment at the telework worksite.

Employees using IWMA-provided teleworking equipment must be able to independently transport and set-up the equipment at their telework site unless other arrangements are pre-arranged by management.

Removal of any IWMA owned equipment, files, or technology housed in the office must have Executive Director authorization and must be recorded as having been temporarily removed. Provisions of Prohibited Conduct apply both in the workplace and while teleworking.

Computer Security

The IT contractor of the IWMA will maintain a list of resources, required security guidelines, and a self-assessment checklist for employees to use to help secure their home computer. Employees will access the IWMA applications and resources utilizing the IWMA's standard VPN connectivity methodology, if applicable.

Personal computer/electronic device use is not allowed without prior authorization. An employee authorized to telework who uses their personal computer/electronic device is responsible for following all security guidelines including data encryption and password policies, in accordance with IWMA policies.

IWMA employees must not save any IWMA records on personal computers/electronic devices or transmit IWMA records via personal email accounts. IWMA records saved on an employee's personal computer/electronic device may subject an employee to records release and search laws.

Employees are required to ensure the integrity and confidentiality of all information and take steps to ensure IWMA, confidential, Federal Tax Information (FTI) or other Personal Identifying Information (PII) is not viewed or available to non-IWMA employees. Only employees are allowed access to confidential information in IWMA accessible database applications. Employees must ensure that the security of the data is maintained while teleworking.

Workplace Safety

The IWMA provides a Safety Checklist for employees to use when teleworking to help ensure a safe and productive work environment.

An employee authorized to telework is responsible for following all guidelines provided in the Safety Checklist.

Telework Agreement

An employee who is authorized to routinely telework must complete a Telework Agreement. If approved by the Executive Director or designee, the Telework Agreement will be signed.

For ongoing hybrid work arrangements, employee must submit a Hybrid Work Request. Hybrid Work Requests expire at each employee's annual performance evaluation and must be resigned for continued hybrid working.

Guidelines For Establishing Telework

Prior to establishing a telework situation, the Executive Director and supervisor will determine the following:

- Not all jobs are eligible for telework based on the nature of the position.
- The work can be performed from a remote or alternative non-IWMA location.
- The work can be performed without negatively impacting service delivery.
- There is a clear way to measure the work the employee completes.
- The alternate work site is suitable for the type of work to be performed.
- Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and complies with the security requirements of IRS Publication 1075, including worksite inspections.

Management Responsibilities

- Determine positions appropriate for telework.
- Develop and approve productivity, performance, workflow and communication standards and expectations for an employee authorized to telework or hotel at other IWMA work locations.
- Ensure adherence to work standards and IWMA or department policies, procedures, work rules, laws, and regulations.
- Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt, or have any negative effects or consequences to IWMA operations.
- Establish performance, productivity, workflow and communication standards and expectations for an employee authorized for telework.

Employee Responsibilities

- Sign and adhere to Telework Agreement
- Secure computer systems in accordance with IWMA guidelines of IWMA records so that confidentiality is maintained.
- Secure and arrange workspace to protect confidentiality of IWMA records and to maintain a safe work environment, as outlined above.
- Comply with all workplace policies and expectations including communication and availability

protocols.

Required Documents

- Safety Checklist
- Telework Standards and Expectations
- Telework Agreement
- Hybrid Telework Request

Amendments

The IWMA Executive Director or designee may amend the policy at any time.

Workplace Privacy - Audio/Video Recordings

Due to the company's legal obligations and concerns regarding the potential for invasion of privacy, and sexual or other harassment, employees may not use any audio or video recording devices in areas where employees normally expect privacy such as restrooms, locker rooms and changing rooms.

The protection of confidential, sensitive and proprietary information is essential to the company and its employees. In order to protect against the capture and disclosure of such information, you may not use any audio or video recordings in work areas that the IWMA has identified as confidential, secure or private, unless you are engaged in protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues.

This applies to the following areas:

- Any area where employees have a reasonable expectation of privacy.

Employees also may not record private conversations without the consent of all parties.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

IWMA Property

Employer Property

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, software, office supplies, and other miscellaneous IWMA-purchased equipment are the IWMA property and must be maintained according to IWMA rules and regulations. They must be kept clean and are to be used only for work-related purposes. The IWMA reserves the right to inspect all IWMA property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at

any time, not necessarily in the employee's presence. Prior authorization must be obtained before any IWMA property may be removed from the premises.

IWMA voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. The IWMA reserves the right to monitor voice mail messages, e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The IWMA may periodically need to assign and/or change "passwords" and personal codes for email, voicemail, computer access, and access to other business-related software and programs.

These communication technologies and related storage media and databases are to be used only for IWMA business and they remain the property of the IWMA.

The IWMA reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voicemail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave the IWMA. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Parking

Employees may park their vehicles in designated areas if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of the IWMA property. Employees may not use parking areas specifically designated for customers, vendors, IWMA vehicles, or reserved for supervisors. The IWMA is not responsible for any loss or damage to employee vehicles or contents while parked on IWMA property.

Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Electronics and Social Media

The IWMA provides a wide variety of electronic devices and communications tools and resources to employees for the purposes of facilitating business operations and activities. The company has substantial business interests related to the use of its electronic devices, including, for example, workplace productivity

and performance; the privacy of employees, customers, clients and other third parties; and protecting the company's confidential information.

Additionally, the company has significant legal obligations with respect to the use of its electronic devices and communications, including data and record retention requirements, provision of information pursuant to public records requests, workplace safety, preventing workplace harassment, supporting defense of litigation and others. This policy governing the use of company computer systems and electronic information is intended to ensure compliance with the company's legal obligations under federal, state and local law, and to facilitate a safe, efficient and productive workplace.

All voicemail, email and text messages composed, sent or received through IWMA's computer network, e-mail system, or on a company provided cell phone or cell phone service is the property of IWMA. These communications do not belong to the employee. IWMA explicitly gives employer the right to intercept, access, view, monitor and use all such communications, whether relating to IWMA business or employee's personal matters. IWMA provided technology (including internet, email, and cell phone services provided by IWMA to you shall only be used to conduct of business at the IWMA, unless employee has separately signed a consent form authorizing employer to access his or her personal e-mail account, and personal communications. Even if such is the case, any personal communications while on IWMA time should be kept to a minimum, and limited where possible to breaks or personal time.

For purposes of this policy, the following definitions apply: "computers" are defined as company-owned desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and provided by the company.

The IWMA also uses various forms of "electronic communication." "Electronic communication" includes, but is not limited to, email; text messages; telephones; cell phones and other handheld devices (such as mobile phones, smart phones, tablets or iPads); fax machines; use of Internet- and cloud-based platforms, programs and services such as Microsoft Teams, Slack, Asana, Dropbox, etc.; and use of social media platforms such as LinkedIn, Instagram, Facebook, X (Twitter), etc.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data and files. The following general policies apply:

- Computers and all data transmitted through the IWMA servers are subject to review, inspection and retention for the purpose of conducting company business and complying with the company's legal obligations under federal, state and local law.
- IWMA computers must be maintained according to the IWMA rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any company property may be removed from the premises.
- All electronic communications are also subject to review, inspection and retention for company business and compliance with federal, state and local law. For example, email messages created, sent and/or received through company provided email accounts, computers or servers may be monitored and retained for both business purposes and to comply with legal obligations.
- Electronic information created by an employee using any computer or any means of electronic communication is also subject to review, inspection and retention by the company for the purpose of conducting company business and complying with legal obligations.

- Information stored in the IWMA computers and file servers, including without limitation personnel information, stakeholder data not approved for distribution is the property of the company and may not be distributed outside the company in any form whatsoever without the written permission of the supervisor.
- Violation of any of this policy's provisions, whether intentional or not, will subject the IWMA employees to disciplinary action, up to and including termination.

Monitoring of IWMA Property

The IWMA reserves the right to inspect all company property to ensure compliance with its legal obligations under federal, state and local laws, including complying with health and safety obligations, data and record retention requirements, preventing workplace harassment, supporting defense of litigation, and others, as well as ensuring compliance with the company's own rules and regulations that facilitate its business operations. Inspection may occur without notice to the employee and at any time, not necessarily in the employee's presence. The IWMA computers and all electronic communications and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The company reserves the right to access, review and monitor electronic files, information, messages, text messages, email, Internet history, browser-based webmail systems and other digital archives. The company also reserves the right to access, review and monitor the use of computers, software and electronic communications to ensure that no misuse or violation of company policy or any law occurs. Email may be monitored by the company, and there is no expectation of privacy. Assume that email may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of securing devices and data from unauthorized access by other employees or third parties, but the use of a password does not affect the company's ownership of the electronic information or ability to access and monitor the information at any time.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the IWMA management.

Prohibited Use

All existing company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of company assets or resources. It is a violation of the IWMA policy to use computers, electronic communications, electronic information or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against the IWMA policy. It is also a violation of policy to use computers, electronic communications, electronic information or the Internet to communicate confidential information such as trade secrets, other confidential information described in the company's Confidential Information policy, or information restricted from disclosure by law.

The display of any kind of sexually explicit multimedia content, message, or document on any company computer is a violation of the company's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is within the discretion of the IWMA to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Social Media

The IWMA uses social media in limited circumstances for defined business purposes. Social media is a type of Internet platform that aids in the facilitation of interaction between people online, such as Facebook, LinkedIn, Instagram, X, TikTok and other related platforms. If you have specific questions about which programs the company deems to be social media, consult with the supervisor.

Social media platforms may be used to further company goals and objectives, including networking, branding, marketing, content distribution, responding to inquiries directed to the company and others. However, only authorized individuals are allowed to speak/write in the name of or on behalf of the IWMA using the company's social media tools such as

- the IWMA Instagram account, the IWMA Facebook account

Your supervisor will authorize you in writing if you can use these company social media tools to perform your job duties. Authorized individuals using the company social media tools shall identify themselves honestly, accurately and completely and comply with all company policies in using this media.

Your authorization is limited to business purposes; personal use of these company social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of company property apply.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other company policies against inappropriate usage apply, including the company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential and trade secret information.

Nothing in the company's social media policy is intended, nor should it be interpreted, to in any way interfere with, restrain or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Public Records Act Compliance

Employees are informed that work related texts, emails, voice mails, social media accounts and other files contained on personal devices may be subject to retention policies and disclosure requirements under the California Public Records Act. All work-related files must be retained or downloaded to the IWMA server or maintained in hard copy for retrieval. You should not delete public documents or communications of any type

from your personal device without first ensuring a copy is preserved in the IWMA records. Please consult the Executive Director prior to deleting any IWMA related communications on your personal or other devices.

Off-Duty Use of Facilities

Employees are prohibited from using company facilities, company property or company equipment for personal use unless expressly authorized by company policy or a supervisor. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to use the company's email systems to:

- Communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Solicitation and Distribution of Literature

To ensure efficient operation of the company's business and prevent disruption to employees, we have established control of solicitations and distribution of written and/or electronic materials and content on company property. The IWMA has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with their supervisor.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed. For purposes of this policy, work areas are areas controlled by the company where employees are performing work, excluding areas where work is typically not performed, such as parking lots, break rooms, lunch areas, etc. Working time does not include rest and meal break periods.

Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on company property.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Employee Conduct

Business Conduct and Ethics

No employee may accept a personal gift or gratuity from any customer, vendor, supplier, or other person doing business with the IWMA because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with the IWMA in advance.

Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that they do not feel capable of handling, the Executive Director should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or the Executive Director to intervene.

Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard or be considered inappropriate.

Because each employee is a representative of the IWMA in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed.

Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other

class protected by federal, state or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact a company representative with day-to-day personnel responsibility and discuss the need for accommodation.

Off-Duty Conduct

While the IWMA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the IWMA's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the IWMA's essential business interests and disrupts business operations will not be tolerated.

Other Employment

While employed by the IWMA, employees are expected to devote their energies to their jobs with the IWMA.

Employment that directly conflicts with the IWMA's essential business interests and disrupts business operations is strictly prohibited.

If you wish to engage in additional employment that may create a real conflict of interest, you must submit a written request to the IWMA explaining the details of the additional employment. If the additional employment is authorized, the IWMA assumes no responsibility for it. The IWMA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Political Activity

Many employees participate in political activities on their own time. IWMA time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for your outside political activities. The IWMA will not reimburse any employee for political contributions, and you should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by the IWMA announcing any political endorsements, you must not, through your own actions, speech, contributions, or written communication, mislead others to believe that the IWMA officially endorses or opposes any candidates for political office that the IWMA itself has not publicly announced. IWMA employees are entitled to their own personal position.

The IWMA will not discriminate against employees based on their lawful political activity engaged in outside of work.

Punctuality and Attendance

As an employee of the IWMA, you are expected to be punctual and regular in attendance. Tardiness or absences can cause problems for your co-workers and your supervisor. When you are absent, your assigned work must be performed by others.

You are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods, rest periods or when required to leave on authorized IWMA business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practical of the reason for the tardiness or absence.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of two days, the IWMA will consider that you have voluntarily abandoned or quit your employment.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

Conducting Personal Business

Employees are to conduct only the IWMA business while at work. You may not conduct personal business or business for another employer during your scheduled working hours. For purposes of this policy, personal business does not include engaging in communications in response to an emergency or:

- Communicating with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding the IWMA's business, which includes information related to the company's:

- Non-public financial data
- Research and development
- Marketing and/or business plans or strategies
- Business partners
- Clients and related information
- Personnel records
- Trade secret
- Proprietary information

Confidential information does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics you have the right to discuss with other employees under the law.

You have a responsibility to prevent revealing or divulging any confidential information unless it is necessary for you to do so in the performance of your duties or as required by law. Personal information about another employee is their, and only their, information to share.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated, and the company may take legal action.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Nothing in this policy prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier or subordinate employee of the IWMA, that impairs an employee's ability to exercise good judgment on the company's behalf can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, the IWMA may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Drug and Alcohol Abuse

The IWMA is concerned about the use of alcohol, cannabis/marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances can detract from an employee's work performance, efficiency, safety, and health, and seriously impair IWMA operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the IWMA to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on IWMA property, at work, or working on IWMA business. The following are strictly prohibited by IWMA policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated and will include disciplinary action up to and including termination. The IWMA also may bring the matter to the attention of appropriate law enforcement authorities.

The IWMA will not discriminate against employees for the use of marijuana off the job and away from the worksite, nor will the IWMA take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

In order to enforce this policy, the IWMA reserves the right to conduct searches of IWMA property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off IWMA property will not be tolerated because such conduct, even though off duty, reflects adversely on the IWMA. In addition, the IWMA must keep people who sell or possess controlled substances off IWMA premises in order to keep the controlled substances themselves off the premises.

The IWMA will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The IWMA is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity

to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the IWMA's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

News Media Contacts

Employees may be approached by the news media for interviews or comments. Only contact people designated by the Executive Director may comment to news reporters on behalf of the IWMA regarding the IWMA policy or events relevant to the IWMA.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Prohibited Conduct

In order to provide a safe, cooperative, efficient and productive work environment for all of its employees, the IWMA requires order and discipline in the workplace. For this reason, certain types of conduct are impermissible and may lead to disciplinary action, up to and including possible termination. While it's not possible to provide employees with a complete list of every possible type of disciplinary offense, the following are some examples of the types of conduct that are considered impermissible:

- Falsifying employment records, employment information, or other company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any company property, or the property of any employee or customer;
- Removing or borrowing company property without prior authorization;
- Unauthorized use or misuse of company equipment, time, materials or facilities as specified in company policies;
- Provoking a fight or fighting during working hours or on company property;
- Carrying firearms or any other dangerous weapons on company premises at any time;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Using abusive or threatening language at any time on company premises;
- Violating company punctuality and attendance policies. (Neither absences protected by state or federal law nor protected paid sick time under California law count as violations of this policy);
- Failing to obtain permission to leave work for any reason during normal working hours, not including rest and meal periods;
- Failing to observe working schedules, including rest and meal periods;
- Sleeping or malingering on the job;

- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violating dress standards;
- Violating any safety, health, security or company policy, rule or procedure;
- Violating the company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and/or company operations also may be prohibited and will result in disciplinary action up to and including termination.

This statement of prohibited conduct does not alter the company's policy of at-will employment. Either you or the IWMA remain free to terminate the employment relationship at any time, with or without reason or advance notice.

The IWMA will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

Prohibited Use of IWMA Cell Phone While Driving

In the interest of the safety of our employees and other drivers and pedestrians on the road, the IWMA employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops and tablets) while driving on company business and/or company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on company business and/or company time. Violating this policy is a violation of law and a violation of company rules.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone or mobile service device, even if equipped with a hands-free device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and of company rules.

Writing, sending or reading text-based communication — including text messaging, instant messaging, e-mail, Web browsing and use of smart phone applications — on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and of company rules.

You must also safely pull off the road before conducting company business.

Wages

Advances

The IMWA does not permit advances against paychecks or against unaccrued vacation.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to the IWMA benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy;

- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

If an employee is only working a portion of their regular workday for personal reasons, the employer may require, or the employee may request to take a partial day deduction from any available accrued vacation leave balance. If an employee is only working a portion of their regular workday due to illness, the employee may request to take a partial day deduction from any available accrued sick leave balance.

It is IWMA policy to comply with these salary basis requirements. Therefore, the IWMA prohibits all IWMA managers from making any improper deductions from the salaries of exempt employees. The IWMA wants employees to be aware of this policy and know that the IWMA does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to Executive Director

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Expense Reimbursements

The IWMA reimburses employees for business expenses on the by the next pay period of each month. Employees who have expense accounts or who have incurred business expenses must submit required receipts and the Employee Reimbursement Form to Executive Director no later than the before the close of the next pay period of each month.

If you have any questions about the IWMA's expense reimbursement policy, contact Executive Director.

Personal and/or vacation travel may be combined with business travel provided there is no additional cost to the IWMA, and it meets with the approval of Executive Director. The IWMA credit cards are not to be used for personal expenses and use of cards for personal expenses is grounds for termination.

Makeup Time

The IWMA allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the IWMA-provided form. Requests will be considered for approval based on the legitimate business needs of the IWMA at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, you must submit your request at least one week unless approved by Executive Director in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least upon Executive Director approval before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. The IWMA's seven-day workweek is Sunday through Saturday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time, if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. The IWMA does not encourage, discourage, or solicit the use of makeup time.

Pay for Mandatory Meetings/Training

The IWMA will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by their supervisor;
- The employee will be paid at the then applicable minimum wage for time spent at meetings, lectures, and training programs if the employee does not perform any productive work during such attendance;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

Payment of Wages

Paychecks are normally available at the direct deposit office. If you observe an error on your check, please report it immediately to your supervisor.

All IWMA employees are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, you may be paid on the workday before the holiday.

The IWMA offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Timekeeping Requirements

All nonexempt employees are required to use a timekeeping software to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

You must record your own time at the start and at the end of each work period. You must clock out for your meal period and record the start and end of the meal period.

You are not allowed to work "off the clock." Working off the clock violates IWMA policy and is grounds for discipline. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Rest and meal breaks should be recorded. Employees are expected to monitor required rest and meal breaks and to take such breaks without conducting IWMA business. You also must record your time whenever you leave the building for any reason other than the IWMA business.

You will be required to certify that your time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Entering another employee's timecard, allowing another employee to enter your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors in your time reporting should be reported immediately to your supervisor.

Please also refer to IWMA's Meal and Rest Break Policy.

Work Schedules

The IWMA is normally open for business between the hours of 8:00 a.m. to 5:00 p.m., Monday - Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. This includes work that is authorized for telecommuting (please see the IWMA telework policy).

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four hour work period.

Your rest break will be scheduled by your supervisor.

Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by your supervisor.

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by your supervisor.

Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify your supervisor or the Executive Director.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor or the Executive Director and document the reason for the missed meal period or time worked.

Please also refer to the IWMA Timekeeping Policy.

Safety and Health

Employees Who Are Required to Drive

Employees whose job duties require them to drive a IWMA vehicle or their own vehicles for IWMA business will be required to show proof of current valid driving licenses and proof of insurability under the IWMA's policy or current effective insurance coverage before the first day of employment.

The IWMA participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, the IWMA retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the IWMA's policy.

Employees who drive their own vehicles on IWMA business will be reimbursed at the rate of IRS standard mileage rate per mile.

Ergonomics

The IWMA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. If you have concerns related to ergonomic hazards, please report them immediately to your supervisor to allow your supervisor to report any work-related injuries or to address modifications to equipment and processes and employee training. The IWMA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, IWMA maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Executive Director's office.

If you are sick, please consider using the allocated sick days both to ensure you recover and to prevent spreading illness.

The IWMA also maintains a COVID-19 prevention program in compliance with California law, which is available for review by employees and/or authorized representatives. In the absences or a written plan, all employees should reference the [Covid19.CA.gov](https://www.covid19.ca.gov) website for isolation recommendations.

In compliance with Proposition 65, the IMWA will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Heat Illness

The IWMA is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest

in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the IWMA's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

Recreational Activities and Programs

The IWMA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Security

The IWMA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace Violence

Your safety and the safety of the public are important concerns. The IWMA has adopted a Workplace Prevention Plan, a copy of which is attached to this Handbook and requires separate acknowledgment of IWMA employees.

Termination

Employee References

All requests for references must be directed to the Executive Director. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, the IWMA discloses only the dates of employment and the title of the last position held of former employees.

Involuntary Termination and Progressive Discipline

Violation of the IWMA policies and rules may warrant disciplinary action. The IWMA has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and the IWMA may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The IWMA's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Reductions in Force

Under some circumstances, the IWMA may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the IWMA will attempt to provide

advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which employees will be subject to layoff, the IWMA will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at the IWMA or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All IWMA-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

Confirmation of Receipt

I have received my copy of the IWMA's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the IWMA is employment at-will; employment may be terminated at the will of either the IWMA or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the IWMA and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the IWMA.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the IWMA. The IWMA reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of the IWMA, no manager, supervisor, or representative of the IWMA has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

Employee's Signature _____

Employee's Printed Name _____

Date _____

Workplace Violence Prevention Plan
January 1, 2024

Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist

POLICY

The IWMA is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by SB 533. The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for the purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace.

This Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

Prohibited Acts

The IWMA will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- *Threats of violence* include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose.
- *Workplace violence* means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
 - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
 - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury.

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime.

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee.

In addition, the IWMA prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all IWMA property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on IWMA property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

The Executive Director or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director will also be able to answer employee questions concerning this plan.

The Executive Director, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

The Executive Director, or an assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan.

Managers and Supervisors

Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees

Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

Compliance

The administrator is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training;
- Ensuring *all* employees, including supervisors, receive training on this plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation;
- Evaluating employees to ensure their compliance with the plan;
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors up to and including dismissal; and
- Ensuring training of this plan is conducted on a periodic basis.

Communication and Training

Supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator who will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the IWMA's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to access any employee assistance plan.

Employee training on workplace violence will include:

- This plan;
- Workplace violence risks that employees may encounter in their jobs;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- IWMA alerts, alarms, or systems that are in place to warn of emergencies; and
- How to report incidents to law enforcement

Employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures;
- Aggression and violence predicting factors;
- The assault cycle;
- Characteristics of aggressive and violent persons;
- Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior;
- Strategies to prevent physical harm;
- Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
- An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

- When the plan is first established;
- At time of hire or transfer;
- Annually for employees performing patient contact activities and their supervisors;

- Annually for employees assigned to respond to internal alerts, alarms, or systems;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified

Employees who receive training in a form other than live will have the opportunity to meet with a person knowledgeable on the plan within one business day of the training for interactive questions to be answered.

Procedures

Responding to Actual or Potential Workplace Violence Emergencies

In the event of an actual or potential workplace violence emergency, the Executive or Deputy Director will alert employees of the presence, location, and nature of the workplace violence through verbal, messaging or phone communication.

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the Executive Director or the immediate supervising employee.

Employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees shall call 911 to report the incident and request assistance from law enforcement.

Emergencies and Reporting a Crime

For immediate assistance in an emergency that is not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate back-up assistance by notifying local law enforcement. Employees should also notify their supervisor, and the Executive or Deputy Director, as soon as possible.

Reporting Workplace Violence Concerns

Employees who witness or experience *threats of violence* or *workplace violence* can report the incident through their chain of command or directly to a supervisor. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail.

Restraining Orders

IWMA employees who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

Hazard Assessment

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and

- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year;
- When the plan is implemented;
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur

Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;
- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

Post Incident Response and Investigation

Supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Provide immediate medical care or first aid;
- Identify all employees involved in the incident;
- Offer staff individual trauma counseling resources;
- Conduct a debriefing with all affected staff;
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented; and
- Record the incident in the Workplace Violent Incident Log.

Recordkeeping

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for three years.

- Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum of three years.
- Records of violent incidents (Workplace Violent Incident Log) will be maintained for a minimum of five years at the IMWA offices.

Annual Review

The IMWA Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing;
- Sufficiency of security systems;
- Job, equipment, and facility design and risks;
- Modifications or additions to tasks and procedures that affect plan implementation;
- Newly identified hazards;
- Prior year incidents;
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every record of violence in the workplace.

Incident ID #*:	Date and Time of Incident:	Department:
Specific Location of Incident:		

* Do not identify employee by name, employee #, or SSI. The Incident ID must not reflect the employee's identity)

Describe Incident (Include additional pages if needed):

Assailant information:

<input type="checkbox"/> Family or Friend of Patient	<input type="checkbox"/> Client	<input type="checkbox"/> Customer
<input type="checkbox"/> Partner/Spouse of Victim	<input type="checkbox"/> Family or Friend of Client	<input type="checkbox"/> Family or Friend of Customer
<input type="checkbox"/> Former Partner/Spouse of Victim	<input type="checkbox"/> Parent/Relative of Victim	<input type="checkbox"/> Co-Worker/Supervisor
<input type="checkbox"/> Robber/Burglar	<input type="checkbox"/> Animal	<input type="checkbox"/> Public Representative
<input type="checkbox"/> Vendor	<input type="checkbox"/> Customer	
<input type="checkbox"/> Student	<input type="checkbox"/> Transient	

Circumstances at time of incident:

<input type="checkbox"/> Employee Performing Normal Duties	<input type="checkbox"/> Poor Lighting	<input type="checkbox"/> Employee Rushed
<input type="checkbox"/> Employee Isolated or Alone	<input type="checkbox"/> High Crime Area	<input type="checkbox"/> Low Staffing Level
<input type="checkbox"/> Unable to Get Help or Assistance	<input type="checkbox"/> Working in a Community Setting	<input type="checkbox"/> Unfamiliar or New Location
<input type="checkbox"/> Other:		

Location of Incident:

<input type="checkbox"/> Office	<input type="checkbox"/> Parking Lot or Outside Building
<input type="checkbox"/> Offsite	<input type="checkbox"/> Restroom or Bathroom
<input type="checkbox"/> Personal Residence	<input type="checkbox"/> Breakroom
<input type="checkbox"/> Other:	

Type of Incident (check as many apply):

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal Threat or Harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched
<input type="checkbox"/> Sexual Threat, Harassment, or Assault	<input type="checkbox"/> Hit with an Object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal Attack	<input type="checkbox"/> Shot (or Attempted)	<input type="checkbox"/> Slapped
<input type="checkbox"/> Threat of Physical Force	<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Hit with Fist
<input type="checkbox"/> Threat of Use of Weapon or Object	<input type="checkbox"/> Vandalism (of Victim's Property)	<input type="checkbox"/> Knifed (or Attempted)
<input type="checkbox"/> Assault With A Weapon or Object	<input type="checkbox"/> Vandalism (of Employer's Property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

Consequences of incident:

Medical care provided? Yes No Law enforcement called? Yes No

Did anyone provide assistance to conclude the event? Yes No

Days lost from work (if any) _____

Actions taken by employer to protect employees from a continuing threat? Yes No

Completed by:

Name:	Title:	Date:
Telephone:	Email:	
Signature:	Telephone:	

Appendix B

**WORKPLACE VIOLENCE PREVENTION
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST**

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase IWMA’s vulnerability to workplace violence events

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities.

Step 3: Develop a corrective action plan with measurable goals and target dates.

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Security Measures

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

STEP 3: DEVELOP CORRECTIVE ACTION PLAN

(Action Plan Types: BI – Building Interior, BE – Building Exterior, PA – Parking Area, SM – Security Measure)

Type	Action Item	Person(s) Responsible	Target Date	Status	Comments

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Resolution 2024-02-01, Approval of Mid-Year Budget Adjustment Request

BACKGROUND:

Staff presented a Mid-Year Budget Adjustment Request (BAR) at the January 10, 2024, Board of Directors meeting for review and comment. Based on feedback, the BAR has been finalized, reviewed by Legal Counsel, and is presented for adoption.

The BAR was presented in response to the County rejoining the IMWA and the anticipated increase in expenses and revenue that the IWMA will incur with the addition of the County into the JPA. On February 1st, the following actions took place, finalizing the Unincorporated County's membership:

- The IWMA will begin receiving the 4.4% Solid Waste Management Fee from county unincorporated service areas.
- The IWMA will begin receiving the \$3.00 per ton Landfill Tipping Fee Surcharge from waste generated by unincorporated areas and buried at San Luis Obispo County landfills.
- The County and the IWMA will mutually terminate the Memorandum of Understanding that provides services to county unincorporated customers.
- The IWMA will again provide services to the County of San Luis Obispo as a member of the JPA.

A substantial portion of the county unincorporated area is excluded from many of the provisions of SB 1383 based on low population, however, it is still a large geographic area that requires additional resources for education and outreach.

The following are the projected budget assumptions for the remaining five months of the 2023/2024 Fiscal Year (FY 23/24) based on the change in County membership:

Revenue

- Increases from Solid Waste Management Fee¹

¹Based on County-funded study by MSW dated March 3, 2023.

- Increases from Landfill Tipping Fee surcharge¹
- Decreases from Billings to Outside Agencies

Expense

- Increase from addition of one FTE to IWMA Staff
- Increases from operational need to bring unincorporated County areas into compliance with state mandated solid waste programs

Fiscal Year 2023/2024	Approved Budget FY 23/24	Estimated FY 23/24	Change
Total Revenue	\$3,847,501	\$4,141,590	\$294,089
Salaries, Wages, Benefits	1,048,952	1,109,303	60,351
Operating Expenses	2,231,817	2,386,721	154,904
Total Operating Expenses	3,280,769	3,496,024	215,255
Total Capital Outlay	497,843	497,843	0
Total Expenses	\$3,778,612	\$3,993,867	\$215,255
Net Position	\$68,889	\$147,723	\$78,834

RECOMMENDATION:

That your Board adopt Resolution 2024-02-01 Mid-Year Budget Adjustment Request to accommodate the County of San Luis Obispo rejoining the IWMA.

FISCAL IMPACT:

Projected Revenue Increase FY 23/24	\$ 294,089
Projected Expense Increase FY 23/24	\$ 215,255
Change in Net Position	\$ 78,834

ATTACHMENTS:

- Proposed FY 23/24 Budget
- Proposed FY 23/24 Budget Narrative
- Resolution 2024-02-01 Mid-Year Budget Adjustment Request

San Luis Obispo County IWMA Budget Overview: FY 23/24 Proposed Budget

	Administration	Battery Recycling	Outreach (Non-SB1383)	Capital Outlay	CESQG	Classroom Education	Curbside Oil Pickup	Device Disposal	HHW	TAG	Public Outreach	Retail Take Back	SB 1383	TOTAL
INCOME														
400 Non_Operation Revenue														\$ 0
4150000 Interest Revenue	\$ 36,308													\$ 36,308
4200105 Grants						\$ 48,229	\$ 38,731							\$ 86,960
Total 400 Non_Operation Revenue	\$ 36,308	\$ 0	\$ 0	\$ 0	\$ 0	\$ 48,229	\$ 38,731	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 123,268
435- Operation Revenue														\$ 0
4350200 CESQG Payment					\$ 25,196									\$ 25,196
4350235 Billings to Outside Agencies									\$ 108,179					\$ 108,179
4350820 Solid Waste Management Fee	\$ 2,927,098													\$ 2,927,098
4350825 Landfill Tipping Fee Surcharge	\$ 910,552													\$ 910,552
4350955 Retail Take Back Fees												\$ 42,297		\$ 42,297
4550065 Other		\$ 2,500						\$ 2,500						\$ 5,000
Total 435- Operation Revenue	\$ 3,837,650	\$ 2,500	\$ 0	\$ 0	\$ 25,196	\$ 0	\$ 0	\$ 2,500	\$ 108,179	\$ 0	\$ 0	\$ 42,297	\$ 0	\$ 4,018,322
Total Revenue	\$ 3,873,958	\$ 2,500	\$ 0	\$ 0	\$ 25,196	\$ 48,229	\$ 38,731	\$ 2,500	\$ 108,179	\$ 0	\$ 0	\$ 42,297	\$ 0	\$ 4,141,590
EXPENSES														
500- Salaries, Wages, & Benefits														
5001210 Annual Wages	\$ 695,067													\$ 695,067
5001507 Taxes	\$ 56,651													\$ 56,651
5001522 Retirement Benefits	\$ 225,086													\$ 225,086
5001557 Workers Compensation Insurance	\$ 4,428													\$ 4,428
5001561 Employee Insurance Benefit	\$ 124,391													\$ 124,391
5001700 Cell Phone Stipends	\$ 3,680													\$ 3,680
Total 500- Salaries, Wages, & Benefits	\$ 1,109,303	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,109,303
5050 Services and Supplies														\$ 0
5050015 Advertising											\$ 41,820			\$ 41,820
5050070 Computer Software	\$ 18,588										\$ 5,388		\$ 51,363	\$ 75,339
5050075 Computer Hardware	\$ 17,640													\$ 17,640
5050085 Copy and Printing	\$ 5,440		\$ 28,871										\$ 53,872	\$ 88,183
5050095 Credit Card Fees					\$ 600									\$ 600
5050145 Hazardous Waste Disposal		\$ 61,800			\$ 26,649		\$ 26,000	\$ 51,082	\$ 486,119			\$ 46,143		\$ 697,793
5050160 Insurance Property and Liability	\$ 37,154													\$ 37,154
5050167 Rebates													\$ 160,000	\$ 160,000
5050169 Janitorial Services & Supplies	\$ 4,080													\$ 4,080
5050190 Building Maintenance	\$ 1,500													\$ 1,500
5050210 Maintenance-Equipment									\$ 12,000					\$ 12,000
5050255 Memberships	\$ 19,685													\$ 19,685
5050260 Mileage Reimbursement - Employee	\$ 500												\$ 3,000	\$ 3,500
5050265 Mileage Reimb-Nonemployee						\$ 6,082							\$ 4,508	\$ 10,590
5050280 Office Supply Expenses	\$ 5,500													\$ 5,500
5050290 Other Minor Equipment			\$ 47,030			\$ 5,000	\$ 8,420						\$ 140,000	\$ 200,450
5050310 County Services	\$ 8,695													\$ 8,695
5050320 Legal	\$ 90,000													\$ 90,000
5050335 Postage	\$ 188												\$ 10,360	\$ 10,548
5050340 Contracted Services	\$ 66,278		\$ 61,500		\$ 13,032		\$ 5,472	\$ 4,400			\$ 41,250	\$ 53,075		\$ 245,007
5050362 Public Outreach & Education			\$ 252,500			\$ 65,000					\$ 40,000		\$ 170,000	\$ 527,500
5050370 Trainings and Seminar Registration	\$ 14,000													\$ 14,000
5050380 Rent and Lease Expense	\$ 20,901								\$ 6,782				\$ 7,000	\$ 34,683
5050425 Board of Directors Stipends	\$ 14,850													\$ 14,850
5050430 Special Dept Exp										\$ 40,000				\$ 40,000
5050440 Telephone and Internet	\$ 6,440													\$ 6,440
5050450 Travel	\$ 12,000													\$ 12,000
5050475 Utilities	\$ 5,000													\$ 5,000
Total 5050 Services and Supplies	\$ 348,439	\$ 61,800	\$ 389,901	\$ 0	\$ 40,281	\$ 76,082	\$ 39,892	\$ 55,482	\$ 504,901	\$ 40,000	\$ 128,458	\$ 99,218	\$ 600,103	\$ 2,384,557
515- 515-Lease Expenses														\$ 0
5153400 Lease Amortization Expense	\$ 2,105													\$ 2,105
5160400 Interest Expense	\$ 59													\$ 59
Total 515- 515-Lease Expenses	\$ 2,164	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,164
550 Capital Outlay														\$ 0
5500092 Capital Outlay Building				\$ 438,000										\$ 438,000
5500093 Capital Outlay Equipment				\$ 59,843										\$ 59,843
Total 550 Capital Outlay	\$ 0	\$ 0	\$ 0	\$ 497,843	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 497,843
Total Expenses	\$ 1,459,906	\$ 61,800	\$ 389,901	\$ 497,843	\$ 40,281	\$ 76,082	\$ 39,892	\$ 55,482	\$ 504,901	\$ 40,000	\$ 128,458	\$ 99,218	\$ 600,103	\$ 3,993,867
Net Operating Revenue	\$ 2,414,052	-\$ 59,300	-\$ 389,901	-\$ 497,843	-\$ 40,281	-\$ 76,082	-\$ 39,892	-\$ 52,982	-\$ 396,722	-\$ 40,000	-\$ 128,458	-\$ 56,921	-\$ 600,103	\$ 147,723

San Luis Obispo County IWMA Budget Overview: FY 23/24 Budget Narrative

	Adopted Budget	Proposed Budget	Net Change	Description
INCOME				
400 Non_Operation Revenue	\$ 0	\$ 0	\$ -	
4150000 Interest Revenue	\$ 36,308	\$ 36,308	\$ -	
4200105 Grants	\$ 86,960	\$ 86,960	\$ -	
Total 400 Non_Operation Revenue	\$ 123,268	\$ 123,268	\$ -	
435- Operation Revenue				
4350200 CESQG Payment	\$ 25,196	\$ 25,196	\$ -	
4350235 Billings to Outside Agencies	\$ 185,450	\$ 108,179	\$ (77,271)	No longer receiving HHW revenue from County
4350820 Solid Waste Management Fee	\$ 2,652,840	\$ 2,927,098	\$ 274,258	Increase credited to the IWMA from County solid waste customers
4350825 Landfill Tipping Fee Surcharge	\$ 813,450	\$ 910,552	\$ 97,102	Increase in disposal tonnage at the landfills from County customers
4350955 Retail Take Back Fees	\$ 42,297	\$ 42,297	\$ -	
4550065 Other	\$ 5,000	\$ 5,000	\$ -	
Total 435- Operation Revenue	\$ 3,724,233	\$ 4,018,322	\$ 294,089	
Total Revenue	\$ 3,847,501	\$ 4,141,590	\$ 294,089	
EXPENSES				
500- Salaries, Wages, & Benefits				
5001210 Annual Wages	\$ 659,140	\$ 695,067	\$ 35,927	Staffing Increase to 7 FTE
5001507 Taxes	\$ 53,693	\$ 56,651	\$ 2,958	Staffing Increase to 7 FTE
5001522 Retirement Benefits	\$ 212,663	\$ 225,086	\$ 12,423	Staffing Increase to 7 FTE
5001557 Workers Compensation Insurance	\$ 4,043	\$ 4,428	\$ 385	Staffing Increase to 7 FTE
5001561 Employee Insurance Benefit	\$ 115,933	\$ 124,391	\$ 8,458	Staffing Increase to 7 FTE
5001700 Cell Phone Stipends	\$ 3,480	\$ 3,680	\$ 200	Staffing Increase to 7 FTE
Total 500- Salaries, Wages, & Benefits	\$ 1,048,952	\$ 1,109,303	\$ 60,351	
5050 Services and Supplies				
5050015 Advertising	\$ 34,000	\$ 41,820	\$ 7,820	Increased outreach for county areas
5050070 Computer Software	\$ 68,103	\$ 75,339	\$ 7,236	Licensing and added software
5050075 Computer Hardware	\$ 13,640	\$ 17,640	\$ 4,000	Needed for new staff
5050085 Copy and Printing	\$ 80,440	\$ 88,183	\$ 7,743	Increased outreach for County areas
5050095 Credit Card Fees	\$ 600	\$ 600	\$ -	
5050145 Hazardous Waste Disposal	\$ 697,793	\$ 697,793	\$ -	
5050160 Insurance Property and Liability	\$ 37,154	\$ 37,154	\$ -	
5050167 Rebates	\$ 125,000	\$ 160,000	\$ 35,000	Compost Rebate for County areas
5050169 Janitorial Services & Supplies	\$ 4,080	\$ 4,080	\$ -	
5050190 Building Maintenance	\$ 1,500	\$ 1,500	\$ -	
5050210 Maintenance-Equipment	\$ 12,000	\$ 12,000	\$ -	
5050255 Memberships	\$ 17,685	\$ 19,685	\$ 2,000	Membership for new staff
5050260 Mileage Reimbursement - Employee	\$ 3,000	\$ 3,500	\$ 500	County Outreach
5050265 Mileage Reimb-Nonemployee	\$ 9,629	\$ 10,590	\$ 961	Contactactor Outreach
5050280 Office Supply Expenses	\$ 5,000	\$ 5,500	\$ 500	County service area administration
5050290 Other Minor Equipment	\$ 182,920	\$ 200,450	\$ 17,530	Additional resources needed for County service areas
5050310 County Services	\$ 8,695	\$ 8,695	\$ -	
5050320 Legal	\$ 90,000	\$ 90,000	\$ -	
5050335 Postage	\$ 9,548	\$ 10,548	\$ 1,000	Increased outreach for county areas
5050340 Contracted Services	\$ 225,007	\$ 245,007	\$ 20,000	Increased outreach for county areas
5050362 Public Outreach & Education	\$ 481,500	\$ 527,500	\$ 46,000	Increased outreach for county areas
5050370 Trainings and Seminar Registration	\$ 13,036	\$ 14,000	\$ 964	Staffing increase
5050380 Rent and Lease Expense	\$ 34,683	\$ 34,683	\$ -	
5050425 Board of Directors Stipends	\$ 13,200	\$ 14,850	\$ 1,650	New Board Member
5050430 Special Dept Exp	\$ 40,000	\$ 40,000	\$ -	
5050440 Telephone and Internet	\$ 6,440	\$ 6,440	\$ -	
5050450 Travel	\$ 10,000	\$ 12,000	\$ 2,000	New staff development
5050475 Utilities	\$ 5,000	\$ 5,000	\$ -	
Total 5050 Services and Supplies	\$ 2,229,653	\$ 2,384,557	\$ 154,904	
515- 515-Lease Expenses				
5153400 Lease Amortization Expense	\$ 2,105	\$ 2,105	\$ -	
5160400 Interest Expense	\$ 59	\$ 59	\$ -	
Total 515- 515-Lease Expenses	\$ 2,164	\$ 2,164	\$ -	
550 Capital Outlay				
5500092 Capital Outlay Building	\$ 438,000	\$ 438,000	\$ -	
5500093 Capital Outlay Equipment	\$ 59,843	\$ 59,843	\$ -	
Total 550 Capital Outlay	\$ 497,843	\$ 497,843	\$ -	
Total Expenses	\$ 3,778,612	\$ 3,993,867	\$ 215,255	
Net Position	\$ 68,889	\$ 147,723	\$ 78,834	

RESOLUTION NO. 2024-02-01
RESOLUTION OF THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
APPROVING MID-YEAR BUDGET ADJUSTMENT

The staff of the San Luis Obispo County Integrated Waste Management Authority reviewed the financial impact of the County of San Luis Obispo rejoining the IWMA, including the effects of increased revenue and increased expenses based on the following assumptions:

- Increases from the Solid Waste Management Fee;
- Increases from Landfill Tipping Fee surcharge;
- Decreases in billings due to termination of MOU;
- Increase in cost due to addition of one full-time employee (FTE) to IWMA Staff; and
- Increases in cost from operational need to bring unincorporated County areas into compliance with state mandated solid waste programs.

NOW, THEREFORE, BE IT RESOLVED by the San Luis Obispo County Integrated Waste Management Authority:

Based on the County rejoining the IMWA, the Board, having the recommendations, revised budget narrative, and proposed Mid-Year Budget Adjustment, hereby approves the budget adjustment as proposed by IWMA Staff.

PASSED, APPROVED, and ADOPTED by the Board of the San Luis Obispo County Integrated Waste Management Authority on February 14, 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

ATTEST:

Jan Marx, Board President
San Luis Obispo County Integrated
Waste Management Authority

Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County Integrated
Waste Management Authority

APPROVED AS TO FORM AND LEGAL EFFECT:
Adamski Moroski Madden Cumberland & Green LLP

Linda Somers Smith, Legal Counsel